

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

I. CALL MEETING TO ORDER –

II. PLEDGE OF ALLEGIANCE

III. AGENDA

IV. PUBLIC COMMENTS

Comments limited to 5 minutes per speaker

V. CONSENT AGENDA -Board Action

- A. 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**

VI. SECRETARY’S REPORT

- A. December 19, 2019 Meeting Minutes-**Board Action**

VII. TREASURER’S REPORT:

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

VIII. PAYMENT OF MONTHLY BILLS

- A. Monthly Bills in the amount of **\$49,119.33 -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. Set Meeting Dates/Time for 2020
- ii. 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

XI. NEW BUSINESS

- A. Elections of SWCD Board Officers – **Board Action**
 - i. Chairman
 - ii. Vice Chairman
 - iii. Secretary
 - iv. Treasurer
- B. 2020 Committee Appointments-**Board Action**
 - i. Personnel committee
 - ii. Finance Committee
 - iii. Whitewater Watershed
 - iv. One Watershed, One Plan
 - v. SE SWCD Technical Support JPB
 - vi. County Board Meeting Representative – This is a member of our board who will go to county meetings.
- C. Designation of Official Newspaper Resolution 01232020-2 (The Lake City Graphic) - **Board Action**
- D. Designation of Official Bank Depositories Resolution 01232020-3-**Board Action**
- E. Designation of Signatories for Bank Accounts Resolution 01232020-4 – **Board Action**
- F. Per Diem rates 75.00 and Mileage .575 for 2020 Resolution 01232020-5- **Board Action**
- G. eLink Grant Reporting Signature Authority Resolution 01232020-1-**Board Action**
- H. Mark Miller DNR Forestry – Forestry Day Tree & Donut Resolution – (Donation) - **Board Action**
- I. 2020 Monitoring Plan for Buffer Compliance-**Board Action – Take off Agenda was on 2019 agenda**
- J. Trading in the GMC Truck – **Discussion/Potential Board Action**
- K. Voucher for payment of \$800.00 to George Meyer 18-CWMA-5 (4 acres of practice 314 Brush Management – **Board Action**
- L. 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**
- M. MASWCD Legislative Briefing and Day at the Capitol, March 24-25 - Designate board members to go. **Board Action**
- N. Mississippi-Winona-La Crescent 1 Watershed 1 Plan – **Board Discussion**

- O. Contact extension authority policy – **Board Information**
- P. Annual Leave Carry Over policy and options – **Discussion and Potential Action**
- Q. Signature Authority for new MAWQCP Promo Fund – **Board Action**

R. Upcoming Events

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

XII. Board Reports

- A. WW –
- B. 1W1P-

XIII. Adjourn- Board Action

WABASHA SWCD LOCAL COST SHARE POLICY

Staff Credentials

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

Technical expertise of the District includes:

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

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

Delegation

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

Noncompliance

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

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

- All funding program contracts and requests for payment require the approval of the District Board of Supervisors (Board).
- All funding programs are subject to fund availability and may be discontinued or subject to program policy revisions by the District Board as it deems appropriate.
- The landowner shall allow District staff access to property for which the installed conservation practice is located during the life of the contract. The installed practice will be subject to periodic inspections by District staff.
- Applicants are responsible to submit application forms, project plans and cost estimates as requested by the District in sufficient detail for the District to complete its review.
- Unless specified otherwise by Minnesota prevailing wage statutes, the value of labor, equipment, materials and/or services that are proposed to be provided by the applicant to complete the project, shall be estimated at:
 1. General Labor rate will be based on the most current Iowa Farm Custom Rate Survey for labor rates. (Date, times and activity must be documented)
 2. Labor rate for chainsaw, brush cutting, etc. will follow the general labor rate from the most recent Iowa Farm Custom Rate Survey. (Date, times and activity must be documented)
 3. Labor rate of \$50 per cubic yard for concrete work.
 4. Heavy equipment operation such as skid steers, tractors, backhoes, and scrapers (including labor) at \$60 per hour. (Date, times and activity must be documented)

5. Materials: \$8 per ton for gravel, \$5 per yard for sand.
6. Professional or semi-professional services, i.e. engineering, contracting for prescribed burns, labor rate up to \$75 per hour. (Date, times and activity must be documented)
7. Invasive plant management will be paid a minimum of \$200/acre rate depending on technical evaluation of the site and Board approval.
8. Vegetative plantings (including site prep and native seed used) will have a minimum payment of \$200/acre depending on technical evaluation of the site and Board approval.
9. \$30/acre for Cover Crop planting

- Unless otherwise approved by the District Board, a portion of a project becomes ineligible for funding if construction begins on that portion before a cost share contract has been approved.

- Upon District Board approval, the applicant will receive a letter with a copy of the executed cost share contract stating what practice(s) have been approved, the funding amount, time schedule to start, completion date and an Operation and Maintenance Plan (OMP).

- Work on the practice shall not start until the District Board has approved a cost share contract at an official meeting. If work begins before the contract has been approved, the practice is not eligible for funding.

- The project must be completed in compliance with the terms and conditions of the Cost Share Program Contract and maintained in compliance with the OMP. (See Contract and O&M Plan)

- The applicant is responsible to pay, in full, all receipts and invoices directly to the contractor or vendor.

- The funding amount will not exceed the amount specified on the original cost share contract. The landowner, prior to completion of the project, shall obtain a District Board approved contract amendment to increase funding amounts depending on available funding.

- At project completion the District Staff or consultant with the proper Job Approval Authority shall verify if the practice is complete and meets standards and specifications before final payment is issued. The applicant must submit seed tags, invoices or receipts of actual costs in sufficient detail for the District's review. Requests for reimbursement shall include a Voucher and Practice Certification Summary Form.

- A one-time cost share reimbursement payment will be made upon certification that the project has been installed and completed to specifications. To receive a partial payment the landowner will need to meet with technical representative to assess progress of work, submit all invoices from contractors to-date to the Board for approval.

- District Technical Standards will follow the most recent NRCS Field Office Technical Guide (FOTG), Minnesota Stormwater Manual, or be a professionally accepted engineering or ecological practice. The District will also utilize guidance and technical specifications from agencies such as the MN Department of Natural Resources, MN Pollution Control Agency, MN Department of Agriculture, and University of MN, where appropriate.

- Compliance inspection intervals will be based on minimum State requirements, the amount of total project funding received and the complexity of the project. District staff will develop a process for compliance inspection intervals.

- It is the District's goal to support and leverage federal USDA – Environmental Quality Incentive Program (EQIP) funding through the District technical assistance.

- If USDA – Conservation Reserve Program (CRP) dollars are secured for a project, the landowner must sign a Freedom of Information Act release form that allows the District access to applicable information with the landowners CRP project case file.
- The landowner is responsible for the O&M of practices applied under this program to ensure the conservation objective of the practice is achieved for the minimum amount of time specified in the contract.
- If the title to the land where the practice is installed is transferred to another party before the expiration of the life of cost share contract, it shall be the responsibility of the land occupier or landowner who signed the contract to advise the new owner that the contract is in force.
- The practice shall be seeded according to project design requirements. Mulching, erosion control blanket or other erosion control devices may also be required. These items shall be completed or agreed to before certification and approval of the practice. A soils test may be required depending on practice or seed mix.

Policies Applied to the Nonstructural Land Management Practices and Vegetative Practices

- Include all the above mentioned
- A list of some (not all) practices and programs utilizing funds. Practices shall meet NRCS eFOTG standards unless otherwise noted by technical staff.
 1. NRCS eFOTG practices included but not limited to: 314 – Brush Management, 315 – Herbaceous Weed Control, 327 – MN Conservation Cover, 338 – Prescribed burning, 528 – Biological Brush Management and Biological Herbaceous Weed Control, 342 – Critical Area Planting, 666 – Forest Stand Improvement
 2. Vegetative reestablishment between field and forest edge. NRCS eFOTG practices included but not limited to: 386 – Field Border, 327 – Conservation Cover, 338 – Prescribed Burning, 612 – Tree/Shrub Establishment and 490 - Tree/Shrub Site Preparation
 3. Buffer Law – assistance with vegetative establishment if CRP is not an option. NRCS FOTG practices included but not limited to: 391- Riparian Forest Buffer, 327 – Conservation Cover, 393 – Filter Strip, 386 – Field Border
 4. Contour Strips - NRCS eFOTG practices included but not limited to: 332 – Contour buffer strip
 5. Cover crops - NRCS eFOTG practices included but not limited to: 340 – cover crop



**NONSTRUCTURAL LAND MANAGEMENT PRACTICES (NLMP)
IMPLEMENTATION PLAN REQUEST FORM
FY 2020 CONSERVATION COST SHARE BASE GRANT
(Period of July 1, **2019** through December 31, **2022**)
For The Erosion Control and Water Management Program**

SWCD: Wabasha SWCD

Contact: Terri Peters

Briefly describe the District's proposed local policy and implementation plan for incorporating nonstructural land management practices into your conservation cost share program by answering the following questions. A maximum of three pages, not including the signature page is allowed for your answers.

1. What prioritized, targeted and measurable actions have been taken to insure that there is a direct erosion control and water quality connection to an identified large scale plan?

Targeted watersheds will include the Lower Zumbro River and Whitewater River. Practices identified within the nonstructural land management plan for Wabasha County address the following items in the County's Local Water Plan: 1. Soil Erosion and 2. SSTS/Wells/Groundwater. The Wabasha County Water Plan received feedback in these priority concerns that are also addressed in the Whitewater Watershed Project, Whitewater Landscape Plan and the Zumbro WRAPS. The use of cover crops will assist addressing Priority Item 1 in the Water Plan. The use of cover crops is recognized as one of many strategies in the Zumbro WRAPS to aid the goal of reducing sedimentation and phosphorous. Feedback on this priority also came from Whitewater Watershed Project to work through soil health to increase infiltration to reduce runoff and erosion through the implementation of cover crops. Wabasha's nonstructural plan recognizes the benefits of using cover crops as a BMP within their strategies, goals, and implementation schedules to address runoff from agricultural lands.

Item 2 in the Water Plan will benefit from the use of cover crops and utilizing contour stripping (slow water, trap sediment and nutrients). The Karst geology of Wabasha County makes it unreasonable to separate surface water from groundwater as the two can be closely tied via sinkholes.

A majority of the land in Wabasha County plan area is farmland. This predominant land use emphasizes the need for good soil health, as healthy soils drive the sustainability of agricultural production. Healthy soils perform several essential functions, including cycling nutrients and regulating water flow. As such, managing to improve soil health may increase its nutrient cycling capacity, providing financial benefits to the producer by reducing the need for extra, synthetic inputs. Additionally, managing for healthy soil may improve organic content of soils, thereby improving phosphorous and soil retention.

Most of the agricultural land in the county is left without cover once crops are harvested. To encourage maintaining cover, and for the overall soil benefits they provide, cover crops will be prioritized as a BMP that we can facilitate. Priority will be given to fields planted to soybeans, sweet corn, peas and corn silage or any crop where harvesting the field crop will leave the soil in a condition where it is vulnerable to sheet and rill erosion.

2. How and what technical assistance will be provided to land occupier to insure a whole farm or field scale conservation plan is developed and implemented?

Some purposes of implementing cover crops on agricultural lands is to address sheet and rill erosion, increase soil health and to capture and recycle excess nutrients. A visit to the field and/or fields will be

Updated June 26, 2019

made by qualified SWCD staff to ensure that other resource concerns may be addressed. For example, staff will note any gully formations along field edges and suggest BMP's to address the resource concern. In addition, staff will discuss crop rotation, contour farming, manure management, etc. with the land occupier to understand the land occupier's farming goals and methods. Staff will work with the land occupier to develop a conservation plan for the field(s) of interest using the appropriate assessment tool (e.g. soil assessment tools, RUSLE2 or IET) to help quantify inadequacies. Recommendations for BMPs will be made for deficiencies noted during the planning process. The upland drainage areas will also be monitored for land use, slope and erodibility to ensure that the practices being installed are suitable for the planned location.

3. List the types of nonstructural land management practices that will be eligible for financial assistance. What specific FOTG standards will be used for these practices? What will be the effective life of these practices?

Cover Crop (340), under the MN Index to Practice Standards will be eligible for financial assistance. FOTG standards and specifications will be used for all contracts. Goal of the practice is for ongoing adoption after the 3 years. Producers will be expected to establish a minimum of 1 species of cover crop each year for a minimum of 3 years with payment after establishment of a cover crop after the first year. Crop can be established by drilling, aerial or broadcast application that meets the seeding specifications of the practice 340. Field verification of contracted acres will be made after each year's establishment.

4. What will be proposed flat rates **OR** the maximum percentage based on invoices and receipts for the listed practices and, if flat rates are being proposed, how did you determine the feasibility of these rates? Will there be any other program funding being paid on these practices?

Upon completion and signature of a Board of Water & Soil Resources Flat Rate contract and successful seeding of the initial cover crop in year 1, a rate of \$30 per acre will be allocated to a land occupier with a MINIMUM of 10 acres per land occupier for 3 years (i.e. \$30 x 10 acres x 3 years= \$900). This rate was established by calculating current, typical seed cost of drilling a single species winter annual such as Cereal Rye at recommended rates along with the per acre cost to rent a no-till drill. The land occupier may incur additional expenses for fertilizer, labor, and equipment.

5. How will the District implement contracts with Land Occupiers for technical assessments, conservation planning, practice implementation and technical certification, payment schedule within the timelines of the grant agreement and practice noncompliance issues?

District technicians will utilize the "MN Cover Crop Design Worksheet" along with recommendation for seeding dates and rates as set forth by the University of Minnesota or the Midwest Cover Crop Council. A one-time payment will be made after successful seeding of the 1st year cover crop with the requirement to establish a cover crop on tillable ground with successive scheduled payments being made after verification of planting to standards and specifications. For all practices, Wabasha SWCD will be entering into a 3-year contract with the land occupier and land owner and will be subject to yearly inspections. Inspections will note compliance with the individual's operation and maintenance plan and address noncompliance with the practice. Non-compliance with the program will follow BWSR's Grants Administration Manual" (GAM) guidelines with the goal of bringing the land occupier into compliance. If there is a failure to maintain compliance, the land occupier is liable to the SWCD for up to 150% of the flat-rate payment received.

6. What are your proposed O&M procedures and policy to ensure these practices are incorporated into the farming operation? Will this result in a modified operation, maintenance and site inspection program for

nonstructural land management practices as per BWSR GAM policy? And, if yes, what are those modifications.

We plan to use the standard BWSR Practice Site Inspection Form from the BWSR website on follow-up inspections. Operation and Maintenance procedures will follow the NRCS standards for the applicable practice. For Cover Crop (340) an operator: 1.) should control growth of the cover crop to reduce competition from volunteer plants and shading, 2.) control weeds in the cover crop by mowing or herbicide application, 3.) control soil moisture depletion by selecting water efficient plant species and terminating the cover crop before excessive growth, 4.) evaluate the cover crop to determine if the cover crop is meeting the planned purposes(s), 5.) if the cover crop is not meeting the purpose(s) adjust the management, change the species of cover crop, or choose a different technology.

O&M procedures will require establishment of cover crop each year for 3 years based on NRCS standard. At this time there are no expected changes planned for a modified operation, maintenance, and site inspection program for non-structural land management practices based on the plan to include cover crops as a practice.

Producers who have been utilizing cover crops as a continuous practice or received payment for cover crop on the planned acres are ineligible.

7. Is there any other information you would like to provide at this time?

Total acres of cover crop planted per year will need to equal or exceed the contracted acres in order to maintain compliance.

SIGNATURE PAGE

Requested By:

SWCD Chair Signature

Date

Approved By:

Board Conservationist Signature

Date

Please submit this request to your Board Conservationist on or before the end of the first Fiscal Year of the grant.

BCs must attach a copy of the approved request form under the Attachments Tab of the grant record in eLINK.



Contract Number:	5517-0001
Accounting Information –	
Project Name:	Rivers of SE Minnesota
Project-Award-Activity Number:	P102994 – 102784 – (0)
Source of funds:	U.S. Government <input type="checkbox"/> State Government <input checked="" type="checkbox"/> Private as Gov't Match <input type="checkbox"/> Private Foundation <input type="checkbox"/> Private <input type="checkbox"/>

CONTRACT FOR SERVICES

This Contract is entered into by and between **The Nature Conservancy**, a nonprofit corporation ("TNC"), through the following U.S. office:

TNC Business Unit:	MN/ND/SD Chapter
Contact:	David Schmidt
Address:	60042 CR 84, Kellogg, MN 55945
Telephone:	507-261-4954
Email Address:	David.schmidt@tnc.org

and the following person or entity ("**Contractor**"):

Name of Contractor:	Wabasha SWCD
Contact:	Terri Peters
Address:	611 Broadway Ave Ste 10, Wabasha, MN 55981
Telephone:	(651) 560-2044
Email Address:	terri.peters@mn.nacdnet.net

1. **Services.** Contractor agrees to perform the services described in **Exhibit A**, including any deliverables cited (collectively, the "Services"), in accordance with the "Standard Terms and Conditions" attached as **Exhibit B** and any other exhibits or attachments to this Contract, all of which are incorporated by reference into this Contract. In the event of a conflict between the terms of **Exhibit A** and any other terms of this Contract, including any other Exhibit or Attachment, such other terms will control. If any of the Services are to be performed on property that is not owned by Contractor or TNC, Contractor must obtain the property owner's permission before entering upon such property. The parties acknowledge that none of the Services are to be performed or delivered outside of the United States.

2. **Payments.** TNC will compensate Contractor for the Services as follows:

(a) **Contract Fee.** For all of the Services, TNC will pay Contractor a fee (the "Contract Fee") not to exceed **\$5,000** once all of the Services have been performed.

(b) **No Expense Reimbursement.** Unless explicitly stated otherwise in this Contract, Contractor will not be reimbursed for any expenses it incurs in performing the Services.

(c) **Invoices and Payments.** Requests for payment of the Contract Fee must be submitted to TNC in the form of an Invoice summarizing the work performed during the invoice period. Invoices will be subject to review and approval by TNC, and TNC may deny payment of requests received more than sixty (60) days after the final deadline for completion of the Services. TNC will make all payments either (i) by check, subject to TNC's receipt from Contractor of a properly completed IRS Form W-9, or (ii) via Vendor ACH, if requested by Contractor and subject to Contractor's completion of TNC's Vendor ACH Enrollment Form.

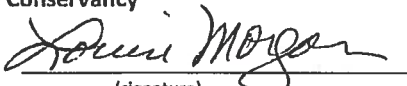
3. **Contract Commencement and Expiration.** Unless otherwise indicated in **Exhibit A**, Contractor must begin performing the Services promptly after this Contract has been signed by both parties and must complete all of the Services no later than **April 30, 2020** or, as to specific tasks, such earlier date(s) as may be specified in **Exhibit A** (provided that no work may commence before the later signature date below). Any deadline(s) set forth in **Exhibit A** may be extended only with TNC's prior written consent. This Contract will expire automatically once all the Services have been completed and final payment by TNC has been made. Upon such expiration, the parties will have no further rights or obligations under this Contract, except as otherwise provided herein.

4. **Additional Terms and Conditions.** This Contract is further subject to the additional terms and conditions set forth in the Attachments selected below:

- ☐ Additional Service Terms and Conditions Attachment
- ☐ U.S. Government Laws and Regulations Attachment
- ☒ State/Local Government Terms and Conditions Attachment **Exhibit C-LSOHC Provisions**
- ☐ Private Funder Terms and Conditions

The Nature Conservancy

By:


(signature)

Print Name:

LOUISE MORGAN

Title:

Operation Manager

Date:

12/05/2019

Wabasha Soil and Water Conservation District

By:


(signature)

Print Name:

Terri L Peters

Title:

District Manager

Date:

01/13/2020

as approved at November 21st
district board meeting for
acceptance.

Legal and Grants review not required.
Contract #5517-0001

Exhibit A: Description of Services
Exhibit B: Standard Terms and Conditions
Exhibit C: LSOHC Provisions

Exhibit A
Description of Services
Landowner Outreach in Lower Zumbro River Valley Area

Contractor shall:

- Reach out to landowners of property in the Lower Zumbro River Valley area, as shown on the following map (**Attachment A**).
- Identify landowners concerned with flooding in the valley and determine potential interest in land acquisition projects, or other solutions to flooding issues.
- Assess the potential for large-scale floodplain protection efforts in the project area.
- Communicate potential solutions, including the different cost share and protection options available through state, federal, and non-profit programs or partnerships.
- Identify landowners who could be potential advocates with peers and local agencies.
- Report on activities and results to The Nature Conservancy through regular email communication, and a final summary report once objectives are complete or the contract expires.

Attachment A: Lower Zumbro River Valley map

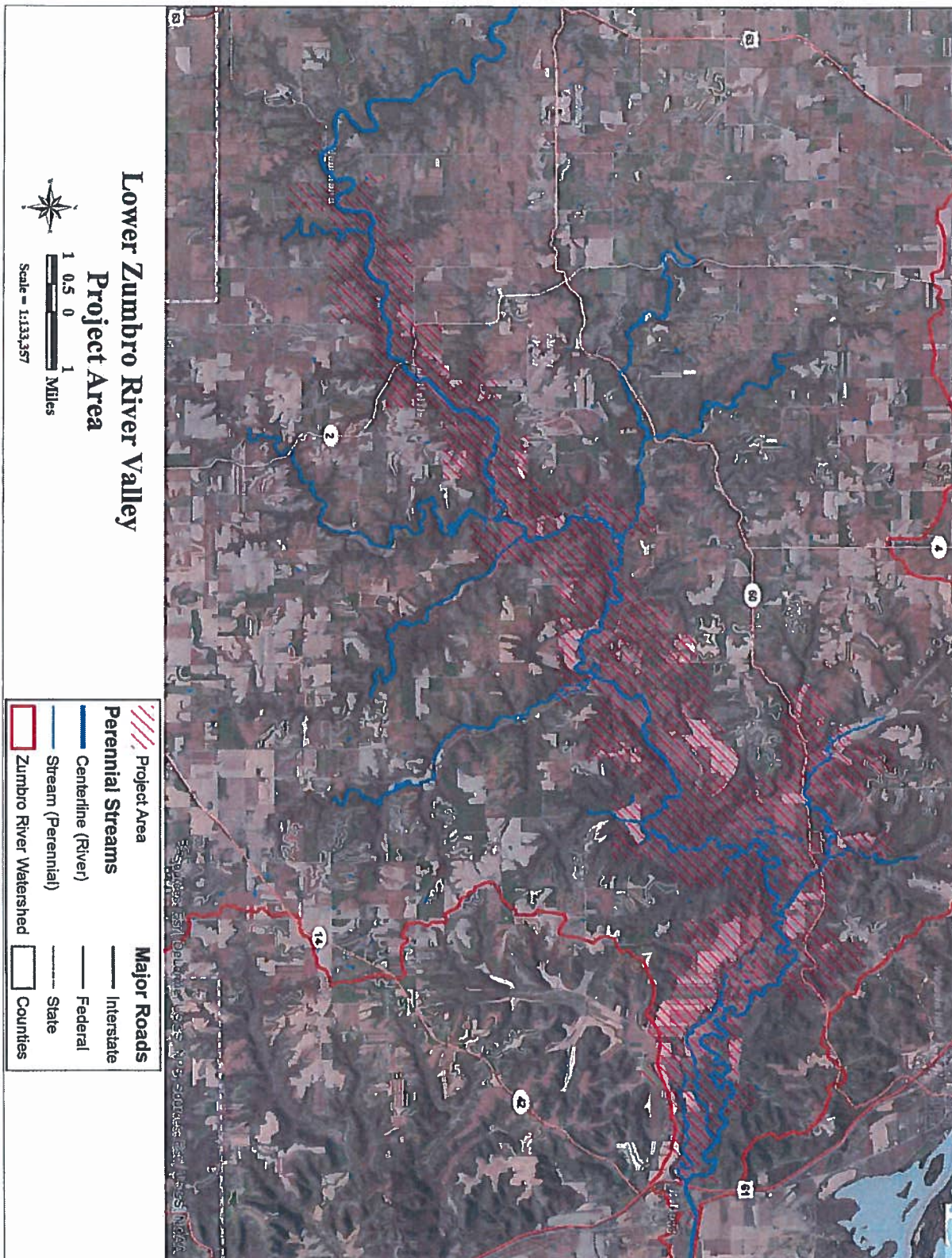


Exhibit B
Standard Terms and Conditions

1. Conflict of Interest Determination. Contractor represents that to the best of its knowledge the information it has provided on TNC's Disclosure Form, now or up to two years prior to the commencement date of this Contract, is true and correct.

2. Independent Contractor. The parties intend this Contract to create an independent contractor-client relationship and Contractor is solely responsible for the conduct and control of the Services and fulfilling its duties and obligations under this Contract. Contractor is not an agent or employee of TNC, and no joint venture or principal-agent relationship exists. Neither party will have any right, power, or authority by virtue of this Contract to create any obligation, express or implied, on behalf of the other party.

3. Performance of Work. Contractor represents that it is qualified and willing to perform the Services in accordance with the highest standards of Contractor's profession or craft. Contractor will not be paid for any Services found by TNC to be unsatisfactory.

4. Assignment; Subcontract. Contractor may not assign this Contract or subcontract any portion of the Services without TNC's prior written consent, which may be withheld in TNC's sole discretion. Contractor is responsible for the complete performance of the Services notwithstanding the use of any permitted subcontractors or work performed by anyone else under Contractor's direction or control.

5. Termination. TNC may, in its sole discretion, terminate this Contract at any time upon two weeks' notice to Contractor. Upon receipt of such notice, Contractor must cease all work immediately and TNC will pay Contractor for any Services satisfactorily completed, as determined by TNC, as of the termination date. If Contractor fails to perform any duty, obligation, or covenant under this Contract, whether for circumstances within or beyond Contractor's control, or if TNC determines at any time that the Services cannot be performed in accordance with applicable law or TNC's policies or operating procedures, then TNC may immediately terminate this Contract by notice to Contractor. Should termination occur as a result of Contractor's default, TNC may, without limiting any other remedies available to it under applicable law, recover damages from Contractor resulting from Contractor's default and may offset any amounts payable to Contractor against such damages. Regardless of the reason for termination under this Section, any advance payments by TNC for Services not satisfactorily completed by Contractor as of the date on which Contractor receives notice of termination must be promptly returned to TNC.

6. Liability and Indemnification. Contractor acknowledges that it is entering into this Contract and performing the Services entirely at its own risk. Contractor agrees to

indemnify, hold harmless and defend TNC and its directors, officers, employees and agents (collectively, the "Indemnified Parties") from and against any and all liabilities, demands, damages, claims, actions, losses, costs, settlements, judgments, fines, penalties, or expenses, including reasonable attorneys' fees and costs (collectively, "Claims"), that directly or indirectly arise out of, relate to, or result in any way from the performance of this Contract, whether or not the Claims have merit, involve third parties, or are caused, or alleged to be caused, by Contractor or any of the Indemnified Parties; provided however, that Contractor shall not be responsible for Claims arising from the sole negligence, gross negligence, or willful misconduct of TNC or any other Indemnified Party. The provisions of this Section 6 will survive the expiration or earlier termination of this Contract.

7. Insurance. Before commencing any work under this Contract and throughout the term of this Contract, Contractor must have and maintain the following insurance policies:

- A. Workers' Compensation: Workers' compensation insurance coverage as required by the laws of all states where Contractor performs the Services.
- B. Commercial General Liability. Commercial general liability insurance of at least \$1,000,000 per incident, written on an occurrence basis. Contractor's insurance policy must cover the activities that are the subject of this Contract, including any related Claims.
- C. Automobile Liability: Automobile liability insurance, covering all owned and non-owned vehicles used in performing the Services, with a liability limit of at least \$1,000,000 per occurrence.
- D. Professional Liability: If Contractor is providing professional services (such as consulting, engineering, design, appraisal, or surveying services), professional liability insurance with a liability limit of not less than \$1,000,000.
- E. Umbrella Coverage: If the Contract Fee is \$100,000 or more, or if requested by TNC, umbrella coverage of at least \$4,000,000.

Contractor's policies must be primary insurance to any other valid and collectible insurance available to TNC with respect to any Claim arising under this Contract. Contractor is responsible for payment of all insurance deductibles and retentions for the policies. Contractor must have TNC named as an additional insured under Contractor's commercial general liability insurance policy on a primary, non-contributory basis. Before any work commences or payments are made under this Contract, the foregoing requirements must be evidenced by one or more Certificates of Insurance, Additional Insured Endorsement(s), and any other documentation deemed reasonably necessary by TNC to

ensure such requirements have been met. Contractor must provide TNC with 30 days' advance written notice of any cancellation(s), renewal(s), or reduction in limits or coverage or other material change of the policies.

8. Intellectual Property Rights.

- A. Works Made for Hire. With the exception of works that are original to or otherwise owned by Contractor prior to the commencement date of this Contract, all right, title, and interest, including copyright, in any reports, studies, photographs, software (including programming codes), drawings, designs, writings, or other works or documents produced in performing the Services, along with all related drafts, versions, and other material created as part of the Services (collectively the "Works"), are "works made for hire" as defined under the copyright laws of the United States. To the extent that any of the Works are not works made for hire, Contractor, through this Contract, unconditionally assigns to TNC and its successors and assigns all right, title, and interest, including copyright and other intellectual property rights, in and to the Works in all media (whether now known or later developed) throughout the world in perpetuity. Contractor further assigns to TNC all rights in any supporting data and material used in creating the Works, if and to the extent that the copyright is not held by others. Contractor also grants to TNC a worldwide, non-exclusive, royalty-free, perpetual license to use any works created or otherwise owned by Contractor prior to the commencement date of this Contract that are used to produce, or are otherwise incorporated into, the Works.
- B. Delivery of Works and Other Documentation. Upon request from TNC, Contractor must deliver to TNC (i) all tangible copies (including digital copies) of the Works or any portion of the Works, supporting data, or material not previously delivered to TNC, and (ii) any further documentation of TNC's ownership of the Works as provided under this Contract as may be requested by TNC.
- C. Authorized Use by Contractor. Contractor may use the Works, supporting data and material only with TNC's prior written consent, and any such use must include an acknowledgment that the Works, supporting data, and material used are the property of TNC. Notwithstanding the preceding sentence, to the extent that any portion of the Works consists of research reports or studies, Contractor may use, publish or distribute that portion of the Works in academic papers and scientific or academic journals, with or without co-authors, provided that Contractor acknowledges that funding for such research reports or studies was provided by TNC.
- D. Warranty. Contractor warrants to TNC and covenants that (i) the Works will be original to Contractor alone and will not infringe the intellectual property rights of others, and (ii) to the extent that the Works contain any intellectual

property owned by others, Contractor has been authorized, by license or otherwise, to assign to TNC the rights described in this Contract.

9. **Use of TNC Name and Logo.** Contractor may not use TNC's name, logo or other intellectual property in any manner, whether in conjunction with the Services or otherwise, except (a) to the extent reasonably necessary in order to perform the Services; (b) in order to deliver invoices or other notices to TNC; and (c) if and to the extent otherwise explicitly stated in this Contract.

10. **Confidential Information.** In performing the Services, Contractor might have access to materials, data, strategies, trade secrets, proprietary information, systems, or other information relating to TNC and its programs that are intended for internal use only. Contractor may not, without TNC's prior written consent, use, publish, or divulge any such information to any person, firm, or corporation, or use it in any advertising or promotion regarding Contractor or Contractor's services, unless required to do so by law or by a court of competent jurisdiction or if such information becomes part of the public domain. Contractor must return to TNC promptly upon completion of the Services any and all TNC confidential information Contractor has in its possession.

11. **Taxes.** Contractor is responsible for filing and paying its own taxes and for complying with the requirements of any applicable tax laws. TNC will not withhold or pay on behalf of Contractor or any of its employees any U.S. Federal, state, or local income tax or payroll tax of any kind. TNC will report to the IRS on Form 1099 all fees paid to Contractor, as and to the extent required by applicable law.

12. **General Compliance with Laws.** Contractor represents, warrants and covenants as follows, wherever applicable to the performance of the Services: (a) Contractor can lawfully work in the United States; (b) Contractor will obtain, at its own expense (except to the extent otherwise explicitly stated in this Contract) any permits or licenses required to perform the Services; and (c) Contractor will comply with all U.S. statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements, the state(s) in which the Services are performed (and the state in which the TNC Business Unit set forth on the first page of this Contract is located, if different), and any other U.S. jurisdiction(s) in which Contractor is organized or authorized to do business. Contractor must not take any actions that might cause TNC to be in violation of any such laws.

13. **Preventing Terrorist Financing - Implementation of E.O. 13224.** Contractor must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the U.N. Security designation list

(http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml). This provision must be included in all permitted subcontracts.

14. Notices. Any formal notice, request, or demand made by one of the parties pursuant to this Contract (each, a "Notice") must be in writing and given to the respective named contact above by at least one of the following delivery methods: (a) in person, (b) certified mail (return receipt requested, postage prepaid), (c) nationally recognized next day delivery service, or (d) electronic mail ("email"). A Notice will be deemed given: (1) immediately, if delivered in person; (2) if sent by certified mail, on the earlier to occur of: (i) the date of first attempted delivery; or (ii) the third business day after being deposited in the mail; (3) if sent by next day delivery service, on the following business day; and (4) if sent by email, on the date it is transmitted, unless the transmission is completed on a non-business day or after 5:00 p.m. in the recipient's time zone, in either of which cases it will be deemed given on the next following business day.

15. Binding Effect; Amendments. This Contract will become binding when signed by both parties. This Contract supersedes all prior or contemporaneous communications and negotiations, both oral and written, and constitutes the entire agreement between the parties relating to the activities described in this Contract. No amendment will be effective except in writing signed by both parties.

16. Governing Law; Forum. This Contract and claims relating to this Contract, whether based on contract, tort, or other law,

will be interpreted, construed and governed by the laws (excluding choice of law provisions) of the state in which the TNC Business Unit set forth on the first page of this Contract is located, and such other U.S. laws as are applicable. In the event of any litigation over the interpretation or application of any of the terms of this Contract, litigation will be conducted in the state in which the TNC Business Unit set forth on the first page of this Contract is located.

17. Severability; No Waiver. If any provision of this Contract is found to be invalid by a court of competent jurisdiction, the other provisions will not be affected by that finding. No delay in exercising any right or remedy under this Contract will constitute a waiver of that right or remedy or of any other right or remedy under this Contract or under applicable law.

18. Joint and Several Liability. If two or more persons or entities are identified as Contractor in this Contract, their obligations under this Contract are and will be joint and several.

19. Counterparts; Facsimile Signatures. This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute the complete Contract. Facsimile or scanned signatures on this Contract and any related documents (other than those to be recorded, if any), and digital or electronic signatures where authorized under applicable law, will be fully binding for all purposes under this Contract.

[End of Exhibit B]

State / Local Government Terms and Conditions Attachment

Exhibit C

LSOHC Provisions

In the event of any inconsistency between this Exhibit C and the remainder of this Contract, this Exhibit C shall control, unless otherwise stated.

1. **State Audits.** Under Minn. Stat. § 16B.98, Subd. 8, Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of fifteen years from date of this Contract.
2. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, Contractor has consented to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, 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 Contractor to file state tax returns and pay delinquent state tax liabilities, if any.
3. **Accessibility and Safety**
 - a. **Accessibility.** Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at <http://www.access-board.gov>. The Contractor must comply with the 2010 American Disabilities Act Standards for Accessible Design, where applicable.
 - b. **Safety.** Contractor must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration's website at www.osha.gov/law-regs.html.
4. **Invasive Species Prevention.** The MN Department of Natural Resources requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate materials, mulch, vegetation (including seeds) or animals, it shall be cleaned by Contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The Contractor shall dispose of material cleaned from equipment and clothing at a location determined by the land manager. If the material cannot be disposed of onsite, Contractor shall secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The Contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.
5. **Pollinator Best Management Practices.** Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found at the following link: http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf
6. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions.** The Contractor certifies, by submission of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, in accordance with 40 CFR Part 32.
7. **Liability.** This provision supplements and does not replace the liability provision found in Exhibit B of the Contract. Contractor shall indemnify, save, and hold the State of Minnesota, 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 Contract by the Contractor or Contractor's agents or employees. If work is being performed on property owned or managed by the United States Fish and Wildlife Service (USFWS), Contractor shall also indemnify, save, and hold the United States, its agents and employees harmless from any claims or causes of action, including attorney's fees incurred by the United States, arising from the performance of this Contract by the Contractor or Contractor's agents or employees.
8. **Government Data Practices.** The Contractor, the Conservancy and the 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 Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. Section 13.08 apply to the release of the data referred to in this clause by the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify the Conservancy. The Conservancy will then notify the State who will give instructions concerning the release of the data to the requesting party before the data is released. The Contractor's response to the request shall comply with applicable law.
9. **Worker's Compensation.** The Contractor certifies that it is in compliance with Minn. Stat. Section 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered State of Minnesota 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.

10. **Insurance.** To the extent of any inconsistency between this provision and the insurance requirements found in Exhibit B of the Contract, the provision that provides the most insurance coverage to the Conservancy, the State of Minnesota, and if on property owned or managed by the United States Fish and Wildlife Service (USFWS), to the USFWS, shall control.
 - a. In addition to the insurance requirements set forth in Exhibit B of this Contract and in provision 10.b. of this Exhibit C, if work is being performed on property owned or managed by the United States Fish and Wildlife Service (USFWS), the Contractor shall procure and maintain, during the term of this Contract and any extensions thereof, liability insurance. Liability insurance must cover premises and operations, bodily injury and property damage, personal injury, and blanket contractual. The Contractor must provide a certificate of insurance and an endorsement that the Conservancy must be notified 30 days prior to cancellation or termination of the policy or certificate. The Contractor must provide a copy of an acceptable insurance certification prior to beginning the work. The Contractor's insurance coverage shall include the following minimum limits of liability:
\$100,000 each person; \$500,000 each occurrence; \$20,000 property damage.
11. **Prevailing Wage.** It is the responsibility of the Contractor to pay prevailing wages on construction projects to which state prevailing wage laws apply (MN Statutes 177.42-177.44). If applicable, all laborers and mechanics employed by Contractor funded with this Contract shall be paid at least the prevailing wage rate as projects of a similar character in the locality. Examples of applicable projects include construction or maintenance of roads, buildings, bridges, dams, and utilities. Additional information on prevailing wage requirements is available on the Department of Labor and Industry (DOLI) website. Questions about the application of prevailing wage rates should be directed to DOLI at 651-284-5091. The Contractor is solely responsible for payment of all required prevailing wage rates.
12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **Purchase of Recycled or Recyclable Materials.** The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. §16C.0725. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. §16C.73.
14. **Intellectual Property Rights (if applicable).** The State of Minnesota 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 Contract*. 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 Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. Works 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 Contractor, its employees, agents, or subcontractors, in the performance of this Contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest in may have in the Works and the Documents to the State. The Contractor must, at the request of the Conservancy or the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the Conservancy written notice thereof, and must promptly furnish the Conservancy with complete information and/or disclosure thereon.

The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited, attorney fees. If such a claim or action arises, or in the Contractor's, the Conservancy's or the State's opinion is likely to arise, the Contractor must, at the Conservancy's or the State's discretion either produce for the Conservancy or the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Document as necessary and appropriate to obviate the infringement claim. This remedy of the Conservancy and the State will be in addition to and not exclusive of other remedies provided by law.

Revised 11/18/2016

Invoice

Invoice Number: 1

Date: 12/19/2019



LAND
STEWARDSHIP
PROJECT

To: Wabasha SWCD

Attn: Jen Wahls

Please send payment to:

Land Stewardship Project
180 E. Main Street - P.O. Box 130
Lewiston, MN 55952
Attn: Liana Nichols
Phone: 507-523-3366

Federal ID # 41-1466054

SALESPERSON		DATE SHIPPED	SHIPPED VIA	TERMS	
		12/19/2019		Net 15 days	

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
	Sponsorship of LSP's "Bridge To Soil Health" workshop with Dawn and Grant Breitreutz, Tom Cotter, and Myron Sylling January 29, 2020		300.00
	Business sponsorships are tax-deductible to the full extent of the law		
	Thanks so much!!		

SUBTOTAL	300.00
SALES TAX RATE %	0.0%
SALES TAX	0.00
SHIPPING & HANDLING	0.00
TOTAL DUE	\$300.00

Please specify invoice number on all correspondence to ensure proper credit.

We also accept VISA, MasterCard Discover, and debit cards.

If you have any questions please contact Liana Nichols at 507-523-3366 or

lnichols@landstewardshipproject.org

Thank You.

MAWQCP INSIDER

Minnesota Agricultural Water Quality Certification Program



January 2020

Thank you to our Soil and Water Conservation District partners for another fantastic year of conservation implementation. Over 820 producers managing 560,000 acres in Minnesota have achieved water quality certification. Their example demonstrates to all Minnesotans that producers are using agricultural best management practices to protect Minnesota's rivers, lakes, streams, wetlands and groundwater. We look forward to another fantastic year of partnership and conservation delivery!

Water Quality Protection

The Minnesota Agricultural Water Quality Certification Program (MAWQCP) is a unique, award-winning program that ensures Minnesota's farms and waters can prosper together. Producers who implement and maintain agricultural best management practices and overall exemplary stewardship receive MAWQCP certification. In turn, they obtain regulatory certainty and are regarded as in compliance with any new water quality regulations for a period of 10 years. The certainty benefit is well-deserved: MAWQCP-certified farms have adopted more than 1,700 new conservation practices through their participation in the program, practices that are keeping tens of thousands of pounds of fertilizers and hundreds of millions of pounds of soil on farm fields every year. That's both soil and dollars saved!



From left to right: Sheila Boldt, Crow Wing SWCD; Steve Wentworth Sr; Steve Wentworth Jr; Jim Lahn, MAWQCP Area Certification Specialist; Brian Steffen, NRCS.

Recognizing Outstanding Farmers through MAWQCP Endorsements

The Minnesota Agricultural Water Quality Certification Program is launching three new endorsements in addition to 10-year certification a farmer or landowner receives in the program. The MAWQCP endorsements available to water quality certified producers are for soil health, integrated pest management, and wildlife. The MAWQCP partnered with various non-profit organizations, such as Pheasants Forever and the Minnesota Soil Health Coalition, and state agencies to develop the endorsements. Certified producers who achieve an endorsement will receive an additional sign for their farm and recognition for their conservation excellence. To learn more, contact your local MAWQCP Area Certification Specialist (MyLandMyLegacy.com).

"We recognize that many conservation practices targeting water quality also have benefits for other

625 ROBERT STREET NORTH, SAINT PAUL, MN 55155-2538 • www.mylandmylegacy.com

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

conservation goals, such as wildlife,” said Agriculture Commissioner Thom Petersen. “These Ag Water Quality Certification endorsements celebrate the certified producers who are going above and beyond to implement conservation on their farms.”

Funding for Conservation Delivery

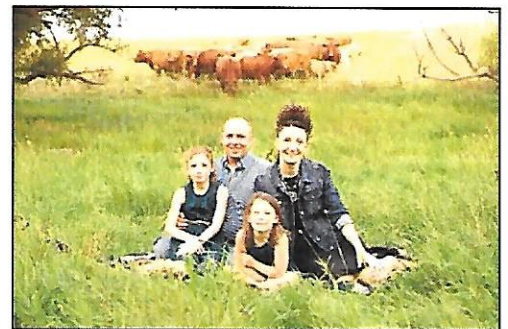
The MAWQCP benefits participants in many ways, including regulatory certainty and being formally recognized for improving Minnesota’s natural resources. In addition, program participants have exclusive access to multiple sources of financial assistance. The MAWQCP was a recipient of a NRCS Regional Conservation Partnership Program (RCPP) grant as a national demonstration project starting in 2015. As a result, growers seeking MAWQCP certification have been able to obtain dedicated EQIP financial assistance, totaling more than \$1.5 million in 2019. The MAWQCP was recently awarded an RCPP renewal for a second five-year term to continue funding conservation practices for producers pursuing MAWQCP certification.

Additionally, MAWQCP participants may be eligible for grants of up to \$5,000 through the Minnesota Department of Agriculture to offset costs of conservation practice adoption and management activities. There were 71 grants recipients in 2019, providing over \$290,000 to producers for conservation implementation. Over the past three years, the MAWQCP has grant had leveraged over \$1 million in funding from additional sources for conservation implementation. Looking forward into 2020, the MAWQCP has completed eight new Joint Powers Agreements to fund local implementation of the program by Soil and Water Conservation District partners. These agreements will provide over \$2.6 million dollars to SWCD partners for assessments, technical assistance, and implementation of best management practices for water quality.

Sharing Producer Stories

The Minnesota Agricultural Water Quality Certification Program has launched an online story map to recognize certified producers and the great work they are doing to protect water quality across the state. The story map gives producers the opportunity to share a little about their farm, family, history, and conservation work with a wide audience.

"Ben and Kristi Dwire farm 650 acres of cropland and 150 acres of hay and pasture land. Ben and Kristi were certified in the MN Agricultural Water Quality Certification Program in the fall of 2016. Swimming and fishing in the local lakes is one of their daughter’s favorite summer pastimes. Ben and Kristi want to be sure that they are doing their part to ensure public waters are clean and safe for everyone to enjoy..."



Ben and Kristi Dwire with their daughters Sara and Madison.

The MAWQCP story map can be found at MyLandMyLegacy.com. If you know a certified farmer who would like to share their story on the map contact Danielle Isaacson at Danielle.Isaacson@state.mn.us.

In addition, the MAWQCP is partnering with the Minnesota Wild to share the stories of ice rinks on the farm - whether it’s a flooded rink, farm pond, lakeshore or creek. The Wild knows that Minnesota’s farmers care about water and have a tradition of enjoying all that makes Minnesota a great place to live and farm. Send your photos and story about a certified farm ice rink to Danielle Isaacson at Danielle.Isaacson@state.mn.us for a chance to be featured in social media and on video with the Minnesota Wild!

WABASHA SWCD STATE COST SHARE WELL SEALING POLICY & PROGRAM GUIDELINES

POLICY:

To limit groundwater and drinking water contamination, Wabasha Soil and Water Conservation District will provide technical and financial assistance to seal abandoned wells within an identified Wellhead Protection Area (WHPA), Drinking Water Supply Management Areas (DWSMAs) or areas of documented groundwater contamination to landowners of Wabasha County. The District will ensure all projects are maintained according to NRCS 351 practice standards and specifications to achieve proper implementation. A priority Checklist will be utilized to document each project's environmental risk, and client obligations. All projects must abide by the priority checklist items and program guidelines as follows:

PRIORITY CHECKLIST:

One of the following must be checked:

- ☐ The well must be sealed to allow correction of a failing ISTS system.
- ☐ The well must be sealed to allow correction of pollution runoff from a feedlot.
- ☐ The abandoned well is located in a designated well head protection area. (If Minnesota Department of Health funding is available in these areas, that will be considered first).
- ☐ The abandoned well is in an area subject to flooding.
- ☐ The abandoned well depth is known and the well penetrates at least one confining layer.
- ☐ The abandoned well is in a township identified to have concentrations of nitrates above 10 ppm. (According to MDA Wabasha County Initial Well Dataset Map, 2017).
- ☐ The landowner has provided nitrate test results indicating levels at or above 10 ppm.

All the following must be checked:

- ☐ This is the client's first application for well sealing cost-share this year.
- ☐ The client has presented an estimate from a contractor licensed to seal wells in Minnesota or has a written offer to seal the well from a properly licensed contractor.
- ☐ Funds are available and budgeted for well sealing.

PROGRAM GUIDELINES:

- I. Total Cost share of 50% not to exceed \$1,000 per well.
- II. Funds will come from State Cost Share and/or Capacity Funding (beginning with FY' 17 for both funding sources) and not to exceed \$10,000 per year.
- III. Maximum expenditure of \$10,000 for first year of program.

- IV. Waiting list may be developed as program proceeds and SWCD staff will prioritize wells by pollution threat if demand exceeds funding.
- V. Application must be made and approved by SWCD Board prior to client and contractor closing the well.
- VI. Payment will be contingent on presentation to and approval of the SWCD Board of invoice, copy of completed Well and Boring Sealing Record that the contractor submits to the State (Department of Health) and landowner. This is the official documentation that the well was properly sealed. It will be attached to the cost-share voucher in place of the technical signature.
- VII. No active advertising planned, although the areas with delineated well-head protection plans in place will be notified of program. (If MDH funding is available that will be offered first.

WABASHA COUNTY SWCD
MINNESOTA AGRICULTURAL WATER QUALITY CERTIFICATION PROGRAM
REQUEST FOR TECHNICAL ASSISTANCE AND PROMOTION FUNDS

General Information

Governmental unit Fillmore SWCD	Contact name Anne Koliha	Requested amount of funding <input checked="" type="checkbox"/> \$2,500
Address 900 Washington St NW	City/State Preston, MN	Zip code 55965

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.nacdn.net and/or susan.cerwinske.wabashaswcd@gmail.com


Contract Date 01-01-2020 to 12-31-2020. The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement. This agreement may be terminated by either party with or without cause, upon (30) thirty days' written notice directed to the other party. This is a Reimbursable Fund and funds will not be distributed until expended.

WABASHA COUNTY SWCD
MINNESOTA AGRICULTURAL WATER QUALITY CERTIFICATION PROGRAM
REQUEST FOR TECHNICAL ASSISTANCE AND PROMOTION FUNDS

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 1/16/2020	Total Amount Requested <input checked="" type="checkbox"/> \$2,500
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Southeast Area Certification Specialist

Name	Date
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Wabasha SWCD Authorization

Board or Authorized Representative Signature	Board Meeting Date	Total Amount Authorized \$ 2,500.00
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LOWER MISSISSIPPI RIVER FEEDLOT RCPP PAYMENT VOUCHER

SWCD: Wabasha

PROJECT ID: Stacy Miller

INVOICE DATE 1/17/2020

Beginning Balance	\$3,468.87
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Technical Work only

DATE	STAFF	DESCRIPTION OF WORK	HOURS	RATE	TOTAL
8/16/2018	Bill Wayne	Stacy Miller site TA	3	39.21	\$117.63
8/16/2018	Mitchell Rigelman	Stacy Miller site TA	3	39.21	\$117.63
8/27/2018	Bill Wayne	Stacy Miller site TA	1.5	62.82	\$94.23
8/30/2018	Bill Wayne	Stacy Miller site TA	4	39.21	\$156.84
9/26/2018	Bill Wayne	Stacy Miller site TA	3	39.21	\$117.63
9/26/2018	Mitchell Rigelman	Stacy Miller site TA	2.5	39.21	\$98.03
9/27/2018	Bill Wayne	Stacy Miller site TA	4.5	39.21	\$176.45
10/2/2018	Bill Wayne	Stacy Miller site TA	2.5	39.21	\$98.03
10/4/2018	Bill Wayne	Stacy Miller site TA	3	39.21	\$117.63
10/12/2018	Bill Wayne	Stacy Miller site TA	4	39.21	\$156.84
10/16/2018	Bill Wayne	Stacy Miller site TA	3.75	39.21	\$147.04
10/25/2018	Bill Wayne	Stacy Miller site TA	2.75	39.21	\$107.83
10/29/2018	Mitchell Rigelman	Stacy Miller site TA	2	39.21	\$78.42
11/27/2018	Bill Wayne	Stacy Miller site TA	1	39.21	\$39.21
12/13/2018	Bill Wayne	Stacy Miller site TA	2	39.21	\$78.42
12/20/2018	Bill Wayne	Stacy Miller site TA	2.5	39.21	\$98.03
12/20/2018	Bill Wayne	Stacy Miller site TA	2	39.21	\$78.42
12/21/2018	Bill Wayne	Stacy Miller site TA	1.25	39.21	\$49.01
12/26/2018	Bill Wayne	Stacy Miller site TA	2	39.21	\$78.42
1/24/2019	Bill Wayne	Stacy Miller site TA	1	41.23	\$41.23
2/19/2019	Bill Wayne	Stacy Miller site TA	1	41.23	\$41.23
8/14/2019	Bill Wayne	Stacy Miller site TA	0.5	46.87	\$23.44
8/26/2019	Bill Wayne	Stacy Miller site TA	1.5	46.87	\$70.31
8/29/2019	Bill Wayne	Stacy Miller site TA	0.5	46.87	\$23.44
8/30/2019	Bill Wayne	Stacy Miller site TA	2	46.87	\$93.74
9/25/2019	Bill Wayne	Stacy Miller site TA	3.5	46.87	\$164.05
9/27/2019	Bill Wayne	Stacy Miller site TA	1.5	46.87	\$70.31
12/31/2018	Mileage	2018 Mileage (Aug-194, Sept.-124.5, Oct-197, Dec.-32)	547.5	0.545	\$298.39
12/31/2019	Mileage	2019 Mileage (Jan-42, Aug-34, Sept. 30)	106	0.58	\$61.48
					\$0.00
					\$0.00
					\$0.00
TOTAL			715.25	hours	\$2,893.31

90% of TOTAL	\$2,603.98
AMT REMAINING	\$864.89

Terri L. Peters

1/17/2020

DISTRICT MANAGER

DATE

Sub-Agreement between
The Southeast SWCD Technical Support Joint Powers Board

And

The Wabasha Soil and Water Conservation District

**Minnesota Board of Water and Soil Resources Funding within the Regional Conservation Partners Program:
Lower Mississippi River Feedlot Management in Minnesota 2017**

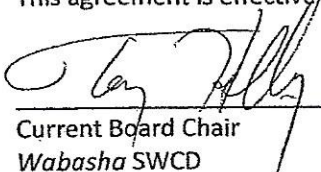
WHEREAS The Regional Conservation Partners Program (RCPP): Lower Mississippi River Feedlot Management in Minnesota is a special allocation of Natural Resources Conservation Service (NRCS) Environmental Quality Incentives Program (EQIP) funding matched by State funding through the Minnesota Board of Water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

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

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

1. The Southeast SWCD Technical Support Joint Powers Board (TSA) is the P17-4048 2017 Regional Conservation Partnership Program Grant Administrator and is tasked to report to BWSR as required by the grant agreement. To align with BWSR reporting deadlines: all relevant report information shall be provided to the TSA by January 20th and August 20th of each year of the grant duration.
2. The Wabasha SWCD will enter into cost share contracts to provide funding assistance to eligible producers as outlined in the 2017 Lower Mississippi River Feedlot Management in Minnesota 2017 Cost Share Policy.
3. This sub-agreement for the amount of \$195,372.63 (see attached Lower Mississippi River Feedlot RCPP State Cost Share Report: "Total BWSR Funding Request") is valid for the duration of the P17-4048 2017 grant agreement ending December 31st 2019
4. Amendments: Upon mutually approved resolution of both Boards, this Contribution Agreement can be modified and/or amended.
5. Upon an approved resolution by either the TSA or Wabasha SWCD and a 30 day notice, this Contribution Agreement may be terminated. All eligible expenses will be reimbursed.

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



Current Board Chair
Wabasha SWCD

Date



Current Board Chair
SE SWCD Technical Support Joint Powers Board

Date

Jan. 30, 2019

Lower Mississippi River Feedlot RCPP State Cost Share Report 2017

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

Technical Assistance - Planning and Design Phase

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

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

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

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

Technical Assistance - Construction Phase

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

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

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

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

Project Construction

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

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



1408 21st Ave. NW, Ste.#2

Austin, MN 55912

507-434-2603, ext. 5 www.mowerswcd.org

Invoice

DATE	INVOICE #
12/31/2019	7804-

BILL TO

Wabasha SWCD
611 Broadway Ave.
Suite 10
Wabasha, MN 55981

DESCRIPTION	QTY	RATE	AMOUNT
2019 SE MN Well Sealing Program			
Reimburse for 2019 Well Sealing Payments-5 Sealed Wells		4,296.25	4,296.25
Inkind staff time - 30hours @ \$45.09 = \$1,352.70 Tim Ruzek			
		Total Invoice	\$4,296.25
		Payments/Credits	\$0.00
		Balance Due	\$4,296.25

2019 COST SHARE PROJECTS

2019 COST SHARE PROJECTS				CONTRACT APPROVAL			PAYMENT APPROVAL		
NAME	PRACTICE	ID #	GRANT	COST ESTIMATE	ESTIMATED COST SHARE	CONTRACT APPROVAL DATE	TOTAL COST	CS PAID	VOUCHER/ PMT DATE
Deloris Harber	Well Sealing	#1-19	Wabasha Grant	\$ 1,400.00	\$ 700.00	9/11/2019	\$ 2,300.00	\$ 1,000.00	10/11/2019
John/Nancy Donahue	Well Sealing	#2-19	Wabasha Grant	\$ 1,400.00	\$ 700.00	9/11/2019	\$ 1,525.00	\$ 762.50	11/13/2019
Curtis Anderson	Well Sealing	#3-19	Wabasha Grant	\$ 2,035.00	\$ 1,000.00	9/11/2019		\$ -	
Kurt Potach	Well Sealing	#4-19	Wabasha Grant	\$ 2,500.00	\$ 1,000.00	10/11/2019		\$ -	
Daryl Barth	Well Sealing	#5-19	Wabasha Grant	\$ 1,400.00	\$ 700.00	10/11/2019		\$ -	
Ronald Huffman	Well Sealing	#6-19	Wabasha Grant	\$ 1,400.00	\$ 700.00	10/11/2019	\$ 1,802.50	\$ 901.25	11/13/2019
Donna Classon	Well Sealing	#7-19	Wabasha Grant	\$ 2,000.00	\$ 1,000.00	10/11/2019	\$ 1,670.00	\$ 835.00	12/11/2019
Jody Hegedus	Well Sealing	#8-19	Wabasha Grant	\$ 2,500.00	\$ 1,000.00	10/11/2019	\$ 1,595.00	\$ 797.50	12/11/2019
Denise Sutter - 2 Wells	Well Sealing	#9-19	Wabasha Grant	\$ 3,450.00	\$ 1,725.00	11/13/2019			
Steve Greenman	Well Sealing	#10-19	Wabasha Grant	\$ 2,500.00	\$ 1,000.00	11/13/2019			
								\$ 4,296.25	

Well Sealing Cost Share

7:25 AM

01/17/20

Accrual Basis

Mower County Soil and Water Conservation District

Account QuickReport

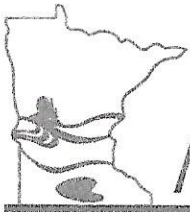
January through December 2019

Type	Date	Num	Name	Memo	Amount
Project Expense State					
Well Sealing Cost Share Grant					
Check	10/11/2019	16480	Harber, Deloris	WELL SEALING COST SHARE	1,000.00
Check	11/13/2019	16482	Donahue, Nancy	WELL SEALING COST SHARE-#2-19	762.50
Check	11/13/2019	16483	Huffman, Ronald	WELL SEALING COST SHARE	901.25
Check	12/11/2019	16505	Classon, Donna	WELL SEALING COST SHARE	835.00
Check	12/11/2019	16521	Hedgedus, Jody	WELL SEALING COST SHARE	797.50
Total Well Sealing Cost Share Grant					4,296.25
Total Project Expense State					4,296.25
TOTAL					4,296.25

ACTIVITY REPORT

Timeframe 10/01/2019 - 12/31/2019
 Total amount \$1,352.70
 Total duration 30:00:00

DAY	TEAM MEMBER	BILLABLE AMOUNT	DURATION
Tim Ruzek - Well Sealing Staff Time Match		\$1,352.70	30:00:00
10/09/2019 Wednesday well sealing cost-share	Tim Ruzek	\$90.18	2:00:00
10/10/2019 Thursday Well sealing cost-share	Tim Ruzek	\$90.18	2:00:00
10/11/2019 Friday well sealing cost-share	Tim Ruzek	\$45.09	1:00:00
10/15/2019 Tuesday well sealing cost-share	Tim Ruzek	\$90.18	2:00:00
10/16/2019 Wednesday well sealing cost-share grant	Tim Ruzek	\$45.09	1:00:00
10/17/2019 Thursday well sealing cost-share	Tim Ruzek	\$90.18	2:00:00
10/23/2019 Wednesday well sealing cost-share	Tim Ruzek	\$90.18	2:00:00
10/24/2019 Thursday well sealing cost-share	Tim Ruzek	\$135.27	3:00:00
10/25/2019 Friday well-sealing program	Tim Ruzek	\$45.09	1:00:00
11/01/2019 Friday well sealing program	Tim Ruzek	\$45.09	1:00:00
11/04/2019 Monday well sealing program	Tim Ruzek	\$90.18	2:00:00
11/12/2019 Tuesday well sealing program	Tim Ruzek	\$45.09	1:00:00
11/13/2019 Wednesday Well sealing program; Mower	Tim Ruzek	\$135.27	3:00:00
11/15/2019 Friday well sealing	Tim Ruzek	\$90.18	2:00:00
11/20/2019 Wednesday well sealing meeting with	Tim Ruzek	\$180.36	4:00:00
11/21/2019 Thursday well sealing	Tim Ruzek	\$45.09	1:00:00



MASWCD

Minnesota Association of Soil and Water Conservation Districts

Invoice

Date	Invoice #
12/26/2019	3283

255 E. Kellogg Blvd #101
St. Paul MN 55101
651-307-9949
E-mail stefanie.martinez@maswcd.org
website www.maswcd.org

Bill To
Wabasha SWCD 611 Broadway Ave. #10 Wabasha, MN 55981-1600

Due Date
Jan 31, 2020

Description	Amount
MASWCD 2020 Dues	3,593.69
Fees and Dues ✓	
Total	
	\$3,593.69



MASWCD

PRESIDENT
ROLAND CLEVELAND
PO Box 307
North Branch, MN 55056
(612) 978-3989

VICE PRESIDENT &
NW AREA 1 DIRECTOR
PAUL KRABBENHOFT
1119 - 25th Ave S
Moorhead, MN 56560
(701) 799-0369

SECRETARY TREASURER &
SW AREA 5 DIRECTOR
CLARK LINGBEEK
26992 570th Ave
Comfrey, MN 56019
(507) 877-2753

WC AREA 2 DIRECTOR
CHARLES RAU
11275 West Lake Rd
Rice, MN 56367
(320) 493-9503

NE AREA 3 DIRECTOR
PAUL HOPPE
1012 230th Ave
Ogilvie, MN 56358
(320) 272-0033

METRO AREA 4 DIRECTOR
DOUG SCHOENECKER
108 Third St NE, New
Prague, MN 56071
(952) 758-3435

SC AREA 6 DIRECTOR
MARK SCHNOBRICH
24209 Unit Ave
Hutchinson, MN 55350
(320) 587-3760

SE AREA 7 DIRECTOR
BILL THOMPSON
60698 227th Ave
Mantorville, MN 55955
(507) 635-5998

NC AREA 8 DIRECTOR
KEN LAPORTE
4086 112th St SW
Pillager, MN 56473
(218) 746-3927

IMMEDIATE PAST
PRESIDENT
KURT BECKSTROM
17404 60th Ave
Milaca, MN 56353
(320) 556-3403

STAFF

Executive Director
LEANN BUCK

Assistant Director
SHEILA VANNEY

Office Manager
STEFANIE MARTINEZ

Minnesota Association of Soil and Water Conservation Districts

255 Kellogg Boulevard East, Suite 101, St. Paul, MN 55101 | 651-690-9028 | www.maswcd.org

December 23, 2019

To: Minnesota Soil and Water Conservation District
From: Roland Cleveland, MASWCD President
Subj.: MASWCD Dues

Following the Minnesota Association of Soil and Water Conservation Districts (MASWCD) Annual Meeting, it is time for membership dues renewal. Please see the attachment for your district's FY 2020 MASWCD dues. Through your support the MASWCD provides a number of efforts towards building district capacity and advancing the SWCD mission including:

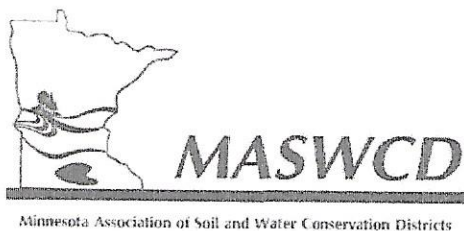
- advocating for SWCD financial and technical resources,
- providing a forum for SWCD members to adopt policies and resolutions for conservation issues from throughout the state,
- providing educational and leadership opportunities for our members,
- partnering with various organizations to leverage programs and funding to promote soil and water conservation in Minnesota, and
- promoting the role of SWCDs in the restoration and protection of Minnesota's natural resources.

According to MASWCD By-Laws: 2.2) DUES - Approval and determination of dues is made at the annual meeting; therefore, dues are payable by January 31st.

If you have any questions, please feel free to contact your MASWCD Area Director or myself at 612-978-3989.

- Northwest Area 1 Director Paul Krabbenhoft (Clay SWCD), 701-799-0369
- West Central Area 2 Chuck Rau (Benton SWCD), 320-493-9503
- Northeast Area 3 Director Paul Hoppe (Kanabec SWCD), 320-272-0033
- Metropolitan Area 4 Director Doug Schoenecker (Scott SWCD), 952-758-3435
- Southwest Area 5 Director Clark Lingbeek (Cottonwood SWCD), 507 877-2753
- South Central Area 6 Mark Schnobrich (McLeod SWCD), 320-587-3760
- Southeast Area 7 Director Bill Thompson (Dodge SWCD), 507-635-5998
- North Central Area 8 Director Ken LaPorte (Cass SWCD), 218-746-3027

On behalf of the MASWCD Board of Directors, we appreciate your generous contribution to keep your Association a viable and functioning organization. Thank you.



2019 Accomplishments

The Minnesota Association of Soil and Water Conservation Districts (MASWCD) provides a collaborative, centralized voice for Minnesota's soil and water conservation districts (SWCDs).



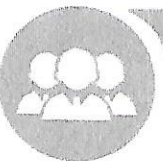
Strengthened our capacity

- ⇒ Spearheaded state legislation resulting in increases to SWCD Capacity Funding.
- ⇒ Organized another successful MASWCD Leadership Institute.
- ⇒ Conducted the first Public Administration training cohort program with plans to continue this offering for SWCD managers in the coming year.
- ⇒ Provided Governance 101 Conference.
- ⇒ Helped districts provide education opportunities for area students with sponsorship of the Minnesota State Envirothon.



Advanced public policy

- ⇒ Supported SWCDs and their programs with state and federal legislators.
- ⇒ Built connections with new Governor's administration followed by attendance of DNR Commissioner Sarah Strommen and MDA Commissioner Thom Petersen at an MASWCD Board Meeting and the MASWCD Annual Convention.



Enhanced partnerships

- ⇒ Maintained a strong presence on the Local Government Water Roundtable, along with Association of Minnesota Counties and Minnesota Association of Watershed Districts. This work continues to pay dividends through increases in watershed-based implementation funding.
- ⇒ Worked with NRCS, DNR, and BWSR to support the reconvening of an NRCS state forestry sub-committee



Shared our story

- ⇒ Maintained external and internal communications with e-newsletter, social media accounts, MASWCD web site, and regular email communications.
- ⇒ Organized a Day at the Capitol, where MASWCD members engaged in critical conversations with their elected officials.
- ⇒ Conducted 22 area meetings, providing a forum for members to advocate for grassroots policy, share information on district programs, and learn from peers.



Minnesota Board of Water and Soil Resources Return of State Grant Funds

This form is to be used when returning unspent or unencumbered State of MN grant funds. As stated within the Terms of Payment section of your Grant Agreement, any funds remaining unspent or becoming unobligated or unencumbered after the end of the Grant Contract Period **must** be returned within one month of that date. Please attach this form to all returned grant fund checks submitted to BWSR and keep a copy for your file.

Grant Title : 2017 - State Cost-Share Fund (Wabasha SWCD)
Grant Code : P17-1259
Grant Allocation : Cost Share 2017
Grantee/LGU : Wabasha SWCD
Grant Fiscal Year : 2016

Agreement PO#	3000007203
Check Number	11051
Refund Amount	\$1,825.07
Contact Name	Terri Peters
Contact Phone Number	651-560-2044

All checks are to be made payable and mailed to:

MN Board of Water and Soil Resources
c/o Accounting Coordinator
520 Lafayette Road
St. Paul, MN 55155
651-296-3767



Minnesota Board of Water and Soil Resources Return of State Grant Funds

This form is to be used when returning unspent or unencumbered State of MN grant funds. As stated within the Terms of Payment section of your Grant Agreement, any funds remaining unspent or becoming unobligated or unencumbered after the end of the Grant Contract Period **must** be returned within one month of that date. Please attach this form to all returned grant fund checks submitted to BWSR and keep a copy for your file.

Grant Title : 2018 - Buffer Cost Share (Wabasha SWCD)
Grant Code : P18-5519
Grant Allocation : Buffer Cost Share 2018
Grantee/LGU : Wabasha SWCD
Grant Fiscal Year :

Agreement PO#	3000008157
Check Number	11082
Refund Amount	\$2,324.34
Contact Name	Terri Peters
Contact Phone Number	651-560-2044

All checks are to be made payable and mailed to:

**MN Board of Water and Soil Resources
c/o Accounting Coordinator
520 Lafayette Road
St. Paul, MN 55155
651-296-3767**

**Wabasha Soil and Water Conservation District
District Regular Board Meeting
December 19, 2019
8 a.m.
County Annex Conference Room
625 Jefferson Ave**

- I. CALL MEETING TO ORDER – Meeting called to order at 8:00 am by Vice Chair Lynn Zabel**
Supervisors Present: 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: Sheila Harmes, 1W1P, Sharlene and Frank Klennert

- II. PLEDGE OF ALLEGIANCE**

- III. AGENDA**

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

- IV. PUBLIC COMMENTS**

Comments limited to 5 minutes per speaker

- V. CONSENT AGENDA**

- A. 2020 Data Practice Policy for Data Subject
- B. 2020 Data Practice Policy for Members of Public
- C. 2020 request for release of data to government agency
- D. 2020 request for release of data
- E. 2020 Wabasha County Soil & Water Conservation District Data Practices Policy Fee Schedule
- F. MAWQCP Area 7 Grant Agreement – **Board Action**
 - i. Wabasha SWCD MAWQCP Admin Pship JPA – Cover Sheet
 - ii. Wabasha SWCD MAWQCP Admin Pship – Certification
 - iii. Wabasha SWCD MAWQCP Admin Pship – Agreement
 - iv. Wabasha SWCD MAWQCP – Encumbrance Worksheet
 - v. Wabasha SWCD MAWQCP Pship – Summary/Certificate of Completion
- G. Final WAB2020-MAWQCP-02 Freeborn County – **Board Action**
- H. Final WAB2020-MAWQCP-02 Olmsted County – **Board Action**
- I. AgBMP Loan Application for James Wright in the amount of \$49,450.00 – **Board Action**

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

VI. SECRETARY'S REPORT

- A. November 21, 2019 Meeting Minutes-**Board Action**
Moved by Fick, seconded by Theismann to approve Secretary's Report
Affirmative: Theismann, Fick, Arendt, Zabel
Opposed: None
Motion carried

VII. TREASURER'S REPORT:

- A. November Program Record-**Board Action**
Capacity 3rd year. There is a \$209.00 cash difference that Terri will have fixed before next board meeting.
Moved by Fick, seconded by Arendt to approve Treasurers Report
Affirmative: Theismann, Fick, Arendt, Zabel
Opposed: None
Motion carried
- B. District Financial Statements November 2019-**Board Action**
Moved by Arendt, seconded by Theismann to approve District Financial Statements for November, 2019
Affirmative: Theismann, Fick, Arendt, Zabel
Opposed: None
Motion carried

VIII. PAYMENT OF MONTHLY BILLS

- A. Monthly bills in the amount of \$17,442.24-**Board Action**
Moved by Arendt, seconded by Theismann to approve Payment of Monthly Bills in the amount of \$17,442.24
Affirmative: Theismann, Fick, Arendt, Zabel
Opposed: None
Motion carried

IX. DISTRICT REPORTS

- A. Chair Report – Terry Helbig
Surgery went well. Larger incision than thought. will take longer time to heal.
- B. County Commissioner – Rich Hall
Rich and his wife are doing good. Went as anticipated. Planning on being back for January meetings.
- C. District Manager Report – Terri Peters
1W1P Policy Meeting and Advisory Meeting. Move forward on survey with priorities, Ground Water, Erosion. MASWCD had good classes. Area Grant Agreements ready, communicating with partners. Worked on Work Plan, Employee Evaluations. Met with Lake City Environmental Commission, they want to partner with SWCD for a Clean Water Fund for next year, application. They have money for match.
- D. NRCS Report – Phillis Brey - absent
- E. Ecological Technician Report – Jen Wahls

- F. District Technician Report – Mitch Rigelman
MASWCD Convention was good., attended 1 day. Have a handful of producers for potential projects this Spring. Rollie Mehrken's waterway project. Will need to evaluate as it will be a substantial project. Trainings - New Conservation Desktop, replacing Tool Kit and Training Management Planning Certification
- G. Bookkeeper/Admin. Assistant – Sue Cerwinske

X. OLD BUSINESS

- A. Final Audited 2018 Financial Statement and Letters from Smith & Shafer

XI. NEW BUSINESS

- A. MN Dept of Health – Online Groundwater Training Modules – **Board Discussion**
Open to Supervisors or staff. Providing Input information into education module, minimum time spent will be 3 hours. Jan-Mar
- B. Contract Between Wabasha SWCD and Fillmore SWCD for Wetland Conservation Act Technical Assistance 2020-2021 – **Board Action**
Moved by Fick, seconded by Theismann to approve Contract Between Wabasha SWCD and Fillmore SWCD for Wetlands Conservation Act Technical Assistance for 2020-2021. Jen Wahls continue being shared, continuing agreement with 2020 funds.
Affirmative: Theismann, Fick, Arendt, Zabel
Opposed: None
Motion carried
- C. MN Campaign Finance and Public Disclosures - Board Reminder it is a Requirement for public officials to annually recertify statement of economic interest-**Board Discussion/Individual Action**
- D. Acer Forest and Tree, LLC – FY19 DNR Forestry Stewardship Plan - \$2,727.50 – **Board Action**
Motioned by Arendt, seconded by Theismann to approve payment to Acer Forest and Tree, LLC for FY19 DNR Forestry Stewardship Plan in the amount of \$2,727.50.
Affirmative: Theismann, Fick, Arendt, Zabel
Opposed: None
Motion carried
- E. Zumbro Valley Forestry LLC – FY19 DNR Forestry Stewardship Plan - \$3,476.00 – **Board Action**
Motioned by Arendt, seconded by Theismann to approve payment to Zumbro Valley Forestry LLC for FY19 DNR Forestry Stewardship Plan in the amount of \$3,476.00.
Affirmative: Theismann, Fick, Arendt, Zabel

Opposed: None

Motion carried

- F. Payment for approval on contract 17-Capacity-6 Larry Mischke for 20 acres of cover crops (practice 340 Capacity 2017) Amount \$600.00 Completes contract - **Board**

Action

Motioned by Theismann, seconded by Arendt to approve payment on Contract 17-Capacity-6 Larry Mischke for 20 acres of cover crops (practice 340 Capacity 2017 in the amount of \$600.00 completing contract

Affirmative: Theismann, Fick, Arendt, Zabel

Opposed: None

Motion carried

- G. Sponsorship opportunity on Grazing, Cover Crops and Soil Health and Land Stewardship Project – **Board Discussion/Action**

In sponsoring, we would get our programs out there to show what we have to offer. 90 farmers attended last one. Chuck said there is a lot of interest in the Plainview, Millville area and would be worth our while to be part of it. Have funds in the Education Fund to cover the \$300.00.

Motioned by Fick, seconded by Theismann for Wabasha SWCD to be part of the Grazing, Cover Crops and Soil Health and Land Stewardship Project and Co-Sponsoring the event in the amount of \$300.00.

Affirmative: Theismann, Fick, Arendt, Zabel

Opposed: None

Motion carried

- H. MAWQCP 2020 Lease for Office space with Olmsted County facilities -**Board Action**

Mark Root office space \$4,964.64, billed monthly.

Motioned by Arendt, seconded by Theismann to approve the MAWQCP 2020 Lease for Office space with Olmsted County facilities.

Affirmative: Theismann, Fick, Arendt, Zabel

Opposed: None

Motion carried

- I. Set Meeting Dates/Time for 2020

Moved by Arendt and seconded by Theismann, to set January 23 as next meeting date and at than at that meeting discuss the 2020 meeting dates and time.

Affirmative: Theismann, Fick, Arendt, Zabel

Opposed: None

Motion carried

J. Upcoming Events

- i. ***Forestry Days – Friday Feb. 14th at Zumbro Falls VFW***
- ii. ***Karst Exhibit – First place Wabasha Library, will travel the region***
- iii. ***“We are Waters” Exhibit Rochester Spring 2021***

XII. **Board Reports**

A. WW Update-Board Information

Sheila working with Terri on the Water Assessment Grant for Mississippi/Winona Watershed. Pull together to get approved. Getting ready for monitoring watershed next year.

B. 1W1P Update-Board Information

Policy Committee and Local Work Group Meetings. Board approved payments. Voted on priorities. Presentation on groundwater protection strategies. Work group talked about getting plan completed/Modeling.

XIII. **Closed Session – Board Action**

Moved by Arendt and seconded by Fick to go into Closed Session at 8:45am

Closed session started at 9:00 am

Affirmative: Theismann, Fick, Arendt, Zabel

Opposed: None

Motion carried

i. Personnel Review

ii. Jen Wahls

ii. Mitch Rigelman

iii. Sue Cerwinske

B. District Manager Terri Peters personnel review

C. 2020 wage discussion

XIV. **Open Session - Board Action**

Moved by Arendt and seconded by Fick to go Open Regular Session at 10:45am

Affirmative: Theismann, Fick, Arendt, Zabel

Opposed: None

Motion carried

A. Adopted Wabasha County 2020 Wage Scale as Wabasha SWCD wage scale-**Board Action**

Moved by Arendt and seconded by Fick to adopt the Wabasha County 2020 Wage Scale as Wabasha wage scale.

Affirmative: Theismann, Fick, Arendt, Zabel

Opposed: None

Motion carried

XV. **Work Planning Session**

Called to order at 11:00 am

Terri went through the workplan.

Remarks: Buffer Initiative and Excessive Soil Loss Law - Revisit/ Check up on Landowners entire county to see if compliant

Ag Certainty – Mitch work to promote more small waterways less \$ without dipping into funds that can be used on larger projects

Landowner provide technical assistance where possible – Money for small feed lots

Coop Advisors -Help promote ours programs

Wellhead protection of public water – Lake City in process of pointing out areas – water Supply. Intern – Targeted testing 50% up to \$1,000.00

XVI. Adjourn- Board Action

Moved by Arendt and seconded by Theismann to adjourn

Affirmative: Theismann, Zabel, Arendt

Opposed: None

Motion carried

Meeting Adjourned at 12:16 PM

Respectfully Submitted,

Larry Theismann, Secretary

Wabasha Soil and Water Conservation District

Balance Sheet

As of December 31, 2019

Dec 31, 19

ASSETS

Current Assets

Checking/Savings

Money Market- Bank of Alma	74,301.13
Money Market WNB Financial	7,379.23
Peoples State Bank Money Market	450,823.40
Petty Cash	93.26
WNB Financial	82,203.90

Total Checking/Savings 614,800.92

Accounts Receivable

11000 · Accounts Receivable 9,934.17

Total Accounts Receivable 9,934.17

Total Current Assets 624,735.09

Fixed Assets

15000 · Furniture and Equipment

Computer	4,369.00
Laptops for Distrcit Techs (2)	3,149.22
Samsung Tablets	1,548.69
15000 · Furniture and Equipment - Other	104,323.00

Total 15000 · Furniture and Equipment 113,389.91

17000 · Accumulated Depreciation -74,067.12

Total Fixed Assets 39,322.79

Other Assets

Prepaid Items

Prepaid Rent 864.13

Total Prepaid Items 864.13

Total Other Assets 864.13

TOTAL ASSETS 664,922.01

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

20000 · Accounts Payable 5,550.50

Total Accounts Payable 5,550.50

Other Current Liabilities

Allowance for Unemployment Reim 1,581.86

Deferred Revenue

AIS 95,258.21

FY17 Capacity 7,887.17

FY17 Cost Share 2,117.05

FY17 RCPP -3,961.87

FY18 AgCertainty Promotion 13.94

FY18 Buffer Implementation 2,324.34

FY18 Capacity 29,460.27

FY18 Cost Share 12,320.80

FY18 CWMA 8,740.66

FY18 MDA Weed Grant -4,445.05

FY19 Buffer Initiative 11,081.37

FY19 Capacity 24,945.16

FY19 Cost Share 15,401.00

FY19 Rim Easement Inspection -714.70

FY19 WCA 5,649.47

FY20 LWM 14,177.00

FY20 Buffer Initiative 20,000.00

FY20 Capacity 111,348.00

FY20 Conservation Delivery 19,619.00

FY20 State Cost share 15,401.00

FY20 WCA 12,118.00

Wabasha Soil and Water Conservation District

01/07/20

Balance Sheet

Accrual Basis

As of December 31, 2019

	Dec 31, 19
FY20 Well Seal Grant	26,563.44
Izaak Walton League	5,966.93
Total Deferred Revenue	431,271.19
Deposit on Tree Sales	3,272.02
2110 · Direct Deposit Liabilities	0.25
24000 · Payroll Liabilities	5,794.57
25500 · Sales Tax Payable	506.43
Total Other Current Liabilities	442,426.32
Total Current Liabilities	447,976.82
Total Liabilities	447,976.82
Equity	
Fund Balance- Restatement	47,943.10
Fund Balance Designated	31,903.30
Investment in Capital Assets	39,322.79
30000 · Opening Balance Equity	649.89
32000 · Owners Equity	156,595.44
Net Income	-59,469.33
Total Equity	216,945.19
TOTAL LIABILITIES & EQUITY	<u>664,922.01</u>

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

	Dec 31, 19
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	74,301.13
Money Market WNB Financial	7,379.23
Peoples State Bank Money Market	450,823.40
Petty Cash	93.26
WNB Financial	82,203.90
Total Checking/Savings	614,800.92
Total Current Assets	614,800.92
TOTAL ASSETS	614,800.92
LIABILITIES & EQUITY	0.00

Wabasha Soil and Water Conservation District

Profit & Loss

December 2019

	Dec 19
Ordinary Income/Expense	
Income	
Charges for Services	
Plat Book Sales	35.00
Total Charges for Services	35.00
Intergovernmental Revenues	
County	
County Regular Allocation	52,575.28
Total County	52,575.28
State	
FY18 MDA Weed Grant	4,658.69
MAWQCP	16,061.14
Total State	20,719.83
Total Intergovernmental Revenues	73,295.11
Total Income	73,330.11
Gross Profit	73,330.11
Expense	
District Operations	
Other Services and Charges	
Building Rent	864.13
Conferences and Conventions	515.27
Employee Mileage	11.48
Internet Expense	70.95
Professional Expenses	
Audit Fees	475.00
Total Professional Expenses	475.00
Supervisor's Expenses	0.00
Supervisor's Mileage	67.28
Vehicle Expenses	
GMC Vehicle Expense	47.09
Hyundia Tucson Vehicle Expense	28.54
Total Vehicle Expenses	75.63
Other Services and Charges - Other	19.99
Total Other Services and Charges	2,099.73
Personnel Services	
Employee Salary Permanent	16,708.19
Employer HSA contributions	0.00
Employer Life and Health	
66000 - Payroll Expenses	6,005.53
Employer Life and Health - Other	0.00
Total Employer Life and Health	6,005.53
Employer Share FICA	1,145.53
Employer Share Medicare	267.89
Employer Share PERA	1,027.84
Total Personnel Services	25,154.98
Supplies	
Office Supplies	136.11
Total Supplies	136.11
Total District Operations	27,390.82
Project Expenditures	
State	
AIS	13.57
DNR Forestry Stewardsip	6,203.50

Profit & LossDecember 2019

	Dec 19
FY17 Capacity Funding	600.00
LWM NRBG	117.84
MAWQCP Administration	8,203.92
North Fork Zumbro-Mazeppa	530.00
Total State	15,668.83
Total Project Expenditures	15,668.83
Total Expense	43,059.65
Net Ordinary Income	30,270.46
Other Income/Expense	
Other Income	
Interest Income	
Interest Earnings MM's	595.06
Total Interest Income	595.06
Total Other Income	595.06
Net Other Income	595.06
Net Income	<u>30,865.52</u>

JEN:

Board Report

Wetland Conservation Act (WCA) – Fillmore County – TEP meeting, review file folders for end of year and follow up. Projects meeting with County. Follow up aerial photo reviews and off-site investigations completed for 2 of 5 road projects. End of year reporting. **Wabasha County** – End of year reporting. Respond to 1 possible violation.

CWMA – Check off of project and completed proper paperwork for voucher for payment. Followed up with 2 landowners on progress of their projects. Coordinating treatment schedules and funding sources with MDA and County Weed Inspector.

Conservation Reserve Enhancement Program/ReInvest in MN (CREP/RIM) – Continue assisting Schmits on WRP process

Nat'l Fish & Wildlife Federation (NFWF)- Visit with Pete Fryer for project list. Hand-off 1 landowner for AgCertainty certification to Mitchell. Follow up with 1 landowner for moving forward and cost estimates. 2 more forestry related opportunities for planning. Met with staff from City of Elgin for park area rehab.

LWM – Forestry Day planning. Coordinating with others (Olmsted SWCD, UMN, LSP) on workshops). Lawns 2 Legumes has received interest from residents near Elgin and Wabasha.

SE Drinking Water Protection – Labels and letters ready to mail out to 300 people in high vulnerability townships.

UMRI – Submitted article 3 of 6 to papers. Project is almost done

SUE:

Working on Year-end reporting

Quarterly Payroll Taxes

Working on W-2's

Ordering 1099's – Winona said electronically didn't work the best.

Ordered 1/22/20 and will have them soon – in time for filing.

MCIT Payroll Audit – Spreadsheet

MAWQCP sub agreements sent to SWCD's participating

TENTATIVE MEETING DATES ON THE FOURTH THURSDAY OF THE MONTH – WITH EXCEPTION OF THURSDAYS THAT CONFLICT WITH A HOLIDAY

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 26, 2020 THANKSGIVING

DECEMBER 24, 2020 CHRISTMAS EVE

Resolution 01232020-2

A Resolution to Designate the Official Newspaper For Wabasha Soil and Water Conservation District

Whereas:

The Wabasha Soil and Water Conservation District (SWCD) must designate an official newspaper for each year, therefore

Be it resolved:

That the Wabasha SWCD designate the same newspaper as Wabasha County, and

Be it finally resolved:

That the official newspaper for 2020 be The Lake City Graphic.

Board Chair

Date

Resolution 01232020-3

A Resolution to Designate the Official Bank Depositories for Wabasha Soil and Water Conservation District for 2020

Whereas:

Wabasha Soil and Water Conservation District (SWCD) must annually designate official bank depositories for official Wabasha SWCD funds, therefore

Be it resolved:

That the official depository for checking be WNB Financial (Formerly First State Bank), of Wabasha, and

Be it further resolved:

That the official depositories for Money Market Savings be WNB Financial, Wabasha, MN; Bank of Alma, Wabasha, MN; and Peoples State Bank, Plainview, MN.

Board Chair

Date

Resolution 01232020-4

**A Resolution Designating Signature Authority for
Wabasha Soil and Water Conservation District Bank
Accounts
2020**

Whereas:

Wabasha Soil and Water Conservation District (SWCD) has newly elected Board of Supervisors members,
and

Whereas:

The Wabasha SWCD Board of Supervisors had members retire, and

Whereas:

It is proper policy to remove retired members and add new member to the signature authority card for
bank accounts, therefore

Be it resolved:

That the following Board of Supervisors be authorized to have signature authority over all bank accounts
of the Wabasha SWCD:

Nathan (Nate) Arendt

Charles (Chuck) Fick

Terry Helbig

Lawrence (Larry) Theismann

Lynn Zabel

and,

Be it further resolved:

That the Wabasha SWCD Board of Supervisors grant signature authority over all bank accounts to the
District Manager, Terri Peters, and

Be it further resolved:

That all checks for disbursement of funds from WNB Financial (formerly First State Bank) require two (2) authorized signatures, and

Be it further resolved:

That transfer checks from Money Market accounts require one (1) signature, to accommodate funding needs, and that the checks can only be issued to Wabasha SWCD for deposit into other existing bank accounts, and

Be it finally resolved:

That this resolution remains in effect only until any of the above-named signatories are no longer associated with Wabasha SWCD

Board Chair

Date

Resolution 01232020-5

A Resolution to Set Board Supervisor Per Diem and Mileage Rates for 2020

Whereas:

Wabasha Soil and Water Conservation District (SWCD) is required to annually set the per diem and mileage rates, and

Whereas:

Maximum amounts for such rates are mandated by state statute (M.S. 103C.315 Subd 4), therefore

Be it resolved:

That the Wabasha SWCD set the 2019 per diem and mileage rates at the mandated maximum allowable level of \$75/day per diem and \$.575/mile (IRS Rate) for Board Supervisors

Board Chair

Date

Resolution 01232020-1

A Resolution for E-Link Financial Reporting

Whereas:

E-Link Financial Reporting is due on all grants funded through the Board of Water and Soil Resources, and

Whereas:

These reports require signatures of duly authorized persons of the Board of Supervisors, and

Whereas:

The timing of these financials does not always allow the availability of the duly authorized member of the Board of Supervisors to timely sign the Financial Reports,

Therefore,

Be it resolved:

That the Board of Supervisors grants signing and submittal authority on the E-Link Financial Reporting to the District Manager, and

Be it further resolved:

That this authority be effective until revoked by the Board of Supervisors, and

Be it finally resolved:

That the financial reports signed by the District Manager be approved as part of the next regularly scheduled board meeting of the Wabasha SWCD Board of Supervisors

PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: George Meyer Contract No.: 18-CWMA-5

Address: 26018 663rd St

City, State, Zip: Wabasha/MN 55981

Total Amount

Authorized: \$800.00 % Approved: 75% (state) (state & non-state)

(from contract)

Item	Quantity	Unit	Unit Price	Cost
Brush mgmt 314 Invoice for hours cut/treat woody inv	52	hours	\$25.00	\$1,300.00

PROJECT COST: **\$1,300.00**

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


Payee Signature

1-16-2020
Date

PAYMENT AND CERTIFICATION INFORMATION

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

B. Total cost of practice to date: \$1,300.00

C. Eligible amount (total cost x % approved): \$800.00 (state) (state & non-state)

D. Total other state payment amount:

E. Total non-state payment amount:

F. Total previous partial payments:

G. Maximum payment amount \$800.00


Amount Approved for This Voucher: **\$800.00**
(cannot exceed Total Amount Authorized)

Technical Certification

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

Administrative Certification

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


Technical Assistance Provider
1-21-2020
Date

Administrative Sign-off

Date

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization:	Contract Number:	Other state or non-state funds?	Amendment <input type="checkbox"/>	Canceled <input type="checkbox"/>
Wabasha SWCD	2020-Capacity-1	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Board Meeting Date(s):	Board Meeting Date(s):

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

Applicant

Land Occupier Name	Address	City/State	Zip code
Tom Gerken	67459 345th Ave	Lake City/MN	55041

* 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
Gilford	110	13	3, 4	

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:

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

Applicant Signatures

The land occupier's signature indicates agreement to:

- Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
- Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
- 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.
- Not accept any other state or federal funds for this practice.

FW: SAVE THE DATES: MARCH 24-25 MASWCD Legislative Briefing and Day at the Capitol

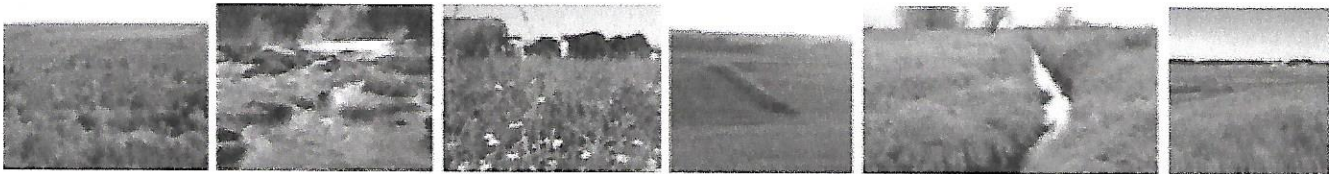
1 message

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

Thu, Jan 2, 2020 at 4:25 PM

Add this to the board agenda. There will be discussion and action to decide who is attending from the board and/or staff.

From: employees <employees-bounces@maswcd.org> **On Behalf Of** Sheila Vanney
Sent: Thursday, January 2, 2020 4:19 PM
To: Sheila Vanney <sheila.vanney@maswcd.org>
Subject: SAVE THE DATES: MARCH 24-25 MASWCD Legislative Briefing and Day at the Capitol



MASWCD Legislative Briefing and Day at the Capitol

March 24-25, 2019 - Best Western Plus Capitol Ridge, St. Paul MN

The 2019 MASWCD Legislative Briefing and Day at the Capitol will be held March 24-25 at the Best Western Plus Capitol Ridge in St. Paul. March 24 will include an evening briefing, small group conversations focused on helping members get comfortable with legislative messaging, and a reception with legislators at the hotel. March 25 will be open for you to schedule meetings with your legislators at their offices.

We hope you can attend and make sure our statewide membership is visible to legislators!

The 2020 Legislature will convene on February 11th. Legislators and the Governor are taking up several important issues during this year's session, including a capital investment/bonding bill, policy issues, and dedicated funding expenditures from the Outdoor Heritage Fund and the Environment and Natural Resources Trust Fund.

Additional information, including registration form, program agenda, and legislative platform will be forwarded as it becomes finalized. The MASWCD legislative platform will be formalized at the MASWCD Board of Directors January 30 board meeting.

Minnesota Association of Soil and Water Conservation Districts

www.maswcd.org



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Contract extension authority policy

Wabasha SWCD

1/23/2020

In the event that existing contracts will expire between scheduled board meetings, the District Manager and either the Board Chair, or Vice Chair will have the authority to sign the extension on behalf of the Wabasha SWCD, with ratification of the amendment to extend the contract being made at the next regular board meeting of the Wabasha SWCD.

This policy is designed to reduce the expense and requirement to schedule and hold a special board meeting for a single, non-controversial item.

This policy applies only to non-controversial amendments to extend the contract end date.

Board Chair

Adoption Date



MINNESOTA

CAMPAIGN FINANCE BOARD

December 10, 2019

Terri Peters, District Mgr
Wabasha SWCD
611 Broadway Ave
Suite 10
Wabasha, MN 55981-1600

From: Campaign Finance and Public Disclosure Board

Subject: Requirement for public officials to annually recertify statement of economic interest

You are receiving this notice because you are the contact person for an agency that has members or employees who are public officials. All public officials must update their statements of economic interest annually. The Board is asking for your help in reminding the public officials in your agency of this requirement. In doing so, please keep these things in mind:

- A public official must review and recertify his or her statement **even if he or she left the public official position during the year, or if nothing on it has changed**. Please be sure that the public officials leaving your agency at the end of the year are aware of the filing requirement.
- The annual recertification must be filed **after January 1, 2020, but no later than January 27, 2020**. A public official who does not file a recertification by the deadline will be subject to the imposition of late filing fees and a potential civil penalty.
- The Board will send letters directly to all public officials in late December notifying them of the requirement and giving them the information necessary to file online. Paper copies of the statement may be printed from the Board's website by any official unable to file online.

If you are not sure who in your agency is considered a public official, you can view the list of the public officials in your agency by entering your agency's name into the search box at <https://cfb.mn.gov/reports-and-data/officials-financial-disclosure/agency/>.

If you need to correct any inaccuracies on the list for your agency, or if you have questions about the reporting requirements in general, please contact Jodi Pope at 651-539-1183, 800-657-3889 or jodi.pope@state.mn.us.

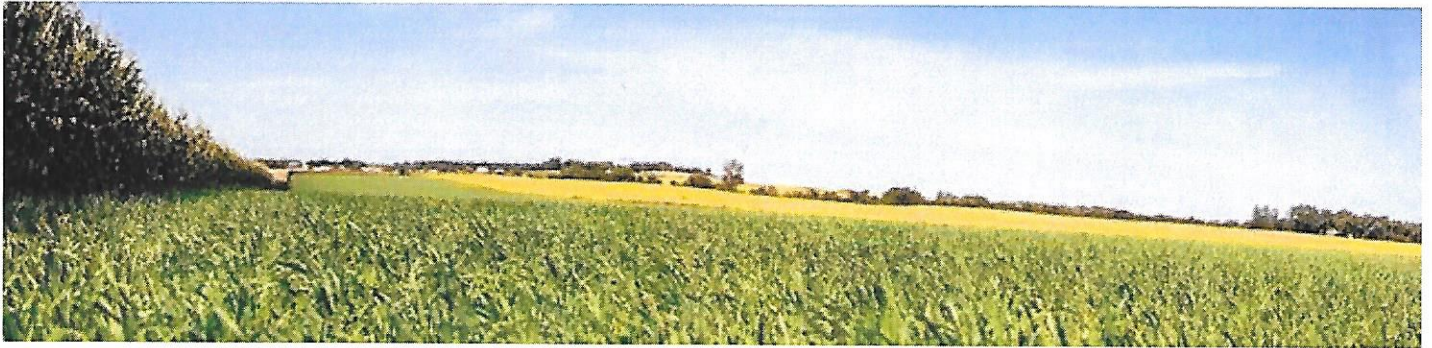
Thank you in advance for your assistance.



TJ KARTES



TOM COTTER



COVER CROPS 101

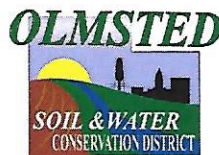
Tuesday, Feb. 4
6:30 PM - 8:30 PM

Cascade Town Hall
2025 75th St NE Rochester, MN

Southeast Minnesota farmer Tom Cotter (a 2017 Cover Crop Champion) and TJ Kartes, of Saddle Butte seed company, will talk about cover crop seed origination, species and species mixes; a step-by-step "Year One" cover crop plan and the value of cover crop technology.

Free to Attend and No RSVP Required

Event Sponsored by:



For more information contact:

Mark Miller 651-299-4036

Jennifer Wahls 651-560-2051

Sarah Stegen 651-299-4014*

*please use this number the day of the event if you are checking on venue location or cancellation due to weather

Agenda

9:30 am	Registration and Table setup
9:50 am	Welcome & Door Prizes
10:00 am	History of the RJD Forest – Terry Helbig, Retired DNR Forester
10:30 am	Door Prizes & Break
10:45 am	Public Land: My Land, Your Land – Jim Edgar, DNR
11:15 am	Landowner Services - Brief overview of programs
11:30 am	Woodland Manager of the Year
11:50 am	Door Prizes & Lunch (cash bar available starting at 1 pm)
12:45 pm	What the Heck is the Southeast Landscape Committee? - Larry Gates, Chair
1:15 pm	Finding Local Wood Project - Content provided by Kathryn Fernholz, Dovetail Partners; presented by Jen Wahls, Wabasha SWCD
2:00 pm	End - final prizes and closing remarks

Please join us after the program for a social. This is an opportunity to gather, connect and share information with presenters, staff and other landowners.

Wabasha Forestry Day

2020: A Perfect Vision

\$10 fee for the day includes morning refreshments, entry for door prizes and lunch

February 14, 2020
9:30 am to 2:00 pm
Zumbro Falls VFW
390 Hwy 60
Zumbro Falls, MN 55991

Sponsored by:

Wabasha Soil & Water Conservation District
MN Department of Natural Resources
MN Forestry Association
Wabasha Forestry Committee

Wabasha Forestry Day 2020

Thank you in advance for attending the annual Wabasha County Forestry Day. This is the event's 44th trip around the sun. We are already looking forward to the 45th. The intent of this program is for landowners and technical representatives to learn from and engage with each other on land management projects, land protection and restoration opportunities.

Staff from DNR Forestry, SWCD, Minnesota Land Trust (MLT), Minnesota Forestry Association (MFA) and others will be available to visit with landowners after the regular programming. This is intended to be an informal gathering. Please bring any materials you have questions on. We will be there to assist as best we can.

Thank you,

Wabasha County Forestry Committee

DRAFT
SE SWCD TECH. SUPPORT JPB MEETING AGENDA
January 28, 2020

LOCATION: Rochester Public Utilities Conference Room
4000 E River Road NE
Rochester, MN

TIME: 9:30 AM – Noon

I. AGENDA

II. INTRODUCTIONS AND BACKGROUND

III. ORGANIZE JPB FOR 2020

1. Election of Officers (2019 Officers listed below; have served 1 year)
 - A. Chairperson (Jim Gebhardt, Mower SWCD, incumbent)
 - B. Vice Chair (Jim Purfeerst, Rice SWCD, incumbent)
 - C. Treasurer (John Jaeger, Goodhue SWCD, incumbent)
 - D. Secretary (Not elected, Host District Manager)
2. Appointment of all Committees (Chairperson)
 - A. Finance Committee (see attached sheet)
 - B. Personnel Committee (see attached sheet)
 - C. Prioritization Committee (see attached sheet)
 - D. Executive Committee (see attached sheet)

IV. SECRETARY'S REPORT

1. Action on Minutes of July 30, 2019 Regular Meeting (see Attached).
2. Action to Affirm Executive Committee Actions from September 26, 2019 (see Attached)
3. Action to Affirm Executive Committee Actions from October 8, 2019 (see Attached).

V. COMMITTEE REPORTS

1. Personnel Committee (January 23, 2020)
2. Finance Committee: (None: meet in July of each year.)
3. Executive Committee Meeting: Sept 26 & October 8, 2019.
4. Grants
 - A. NPEA Base Grant: 2020
 - B. Enhanced Technical Service Grants.
 - C. Technical Training & Certification Grant (\$10,000)
 - D. Soil Health Grant: USDA NRCS.
 - E. RCPP Grant: Lower Mississippi River Feedlot Management Original \$820,000 & \$520,000 Amendment to the Current Grant & \$260,000 2020 Grant.

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VI. ACTION ITEMS

1. Approve Committee Reports and Act on Recommendations
Personnel Committee
 - A. Approve 2020 Wage Scale with Cost of Living Increase.
 - B. Action on JPB Staff Salary Step.
 - i. Pete Fryer:
 - ii. Jason Rochester,
 - iii. Kate Bruss
 - iv. Chris Nelson
 - C. Action on Payroll & Time Sheet Reporting Schedule.
 - D. Action on Equipment / Software Recommendations.
 - E. Health Insurance (No action needed, addressed by Exec. Mtg 10/8/2019).
2. RCPP Feedlot Fix Recommendations.
3. Action to Approve and Pay Fiscal Year 2019 Financial Audit when Complete.
4. Action on Administrative Costs For RCPP Feedlot Grant: Reimburse Goodhue SWCD for Allowable Expenses.
5. Action to Authorize JPB Chair to Sign New Feedlot Fix Grant Agreements.
6. Action on Amendment to RCPP Sub Agreement with Dodge SWCD; Add \$ to Original Agreement For A New Total of \$ for the Currier Brothers Project.
7. Action on RCPP Sub Agreement with Goodhue SWCD for Dave Buck Project.
8. Action to Authorize Host Manager to Sign RCPP Feedlot Sub Agreements For Eligible Planning Costs for Producers Applying for 2020 Implementation EQIP RCPP Cost Share.
9. Other
- 10.

VII. REPORTS

1. Other.

VIII. ADJOURNMENT

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