

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

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

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

- I. CALL MEETING TO ORDER –**
- II. PLEDGE ALLEGIANCE**
- III. AGENDA**
- IV. PUBLIC COMMENTS**
Comments limited to 5 minutes per speaker
- V. CONSENT AGENDA -Board Action**
 - A. Fee-for-Service-Work Order between Wabasha SWCD ad Conservation Corps of Minnesota and Iowa Project Number# 501-12979 Effective date 7-01-2021 and Expiration date 12-31-2021
 - B. Lars Polson AgBMP Loan application for \$10,000.00 for IMR portable mixer
- VI. SECRETARY’S REPORT**
 - A. June 24, 2021 Meeting Minutes-**Board Action**
- VII. TREASURER’S REPORT:**
 - A. District Financial Statements-**Board Action**
- VIII. PAYMENT OF MONTHLY BILLS**
 - A. Monthly Bills in the amount of **\$84,753.55 -Board Action**
- IX. DISTRICT REPORTS**
 - A. Chair Report – Terry Helbig
 - B. County Commissioner – Bob Walkes
 - C. District Manager Report – Terri Peters
Manager’s meeting in Brainerd 6-29 to 6-30-21
 - D. NRCS Report – John Benjamin – Report in packet
 - E. District Technician Report- Matt Kempinger – Report in packet
 - F. Ecological Technician Report – Henry Stelten – Report in packet
Drone testing in Rochester, 7-16-21
 - G. Bookkeeper/Administrative Assistant -Sue Cerwinske

X. OLD BUSINESS

- A. Conservation Project – Lynn Zabel
- B. Change Order #2 for WSB Project No. 014051-000, North Fork Zumbro River at Mazeppa Channel Restoration. Scope Expansion Lange Property \$57,145.01 Substantial completion date 12-31-21 and new Final completion date 6-30-22
- **Board Action** (Signature)
- C. Environmental Troubleshooters Inc. Pay Voucher #5 for \$7,601.37 for work done up through 6-23-21 – **Board Action** (Signature)
- D. Whitewater 319 Nonpoint Source Reduction Grant Sub-Agreement between Whitewater Joint Powers Board and Wabasha County Soil and Water Conservation District – **Board Action** (Signature)
- E. Local Work Group Meeting 7-27-2021 – **Board Discussion**
- F. Outstanding Conservationist – **Board Discussion**
- G. Outstanding Forest Steward. Carryover Ed Bauman from last year – **Board Discussion**
Nominations due by September, 17. MASWCD Annual Convention Dec 12-14th
- H. WinLac 1W1P – Survey Information
- I. Safe Drinking Water Grant Information

XI. NEW BUSINESS

- A. Approve Bob Sloan Contract# 20-WWDWP-1 for practice 340 Cover Crops in the amount of \$2,700.00 – **Board Action**
- B. Resolution 08012021-1 to increase per diem rate to \$125.00 per day from \$75.00 per MASWCD successful legislative efforts to update per diem amount effective 8-01-2021 - **Board Discussion (Board Action)**
- C. Approve Lars Polson Contract # 19-319FL-3 in the amount of \$15,000.00 for Clean Water Diversion – **Board Action**
- D. Approve voucher payment for Tom Leisen contract# 19-Capacity-1 for practice 340 cover crops, final payment of \$900.00 – **Board Action**
- E. Seminar on “Managing the Human Resource” put on by MCIT Oct 13-14, 2021 at the Holiday Inn, St Cloud – **Board Discussion**
- F. Approve George Meyer voucher payment for contract# 21-Capacity-2 for practice 410 Grade Stabilization in the amount of \$9,061.64 – **Board Action**
- G. Upcoming Events:
 - i. Local Work Group – July 27th 9:00 am to 11:00 am at Wabasha VFW
 - ii. W. Indian Committee Meeting – July 27th 11:00 am to 1:00 pm at Wabasha VFW

XII. Board Reports

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

XIII. Adjourn – Board Action

FEE-FOR-SERVICE WORK ORDER BETWEEN
Wabasha Soil and Water Conservation District
AND CONSERVATION CORPS MINNESOTA & IOWA
Project Number: 501-12979

This work order, and amendments and supplements thereto, subject to the Laws of Minnesota is by and between CONSERVATION CORPS MINNESOTA & IOWA, 60 Plato Blvd E #210, St. Paul, MN 55107 (hereafter referred to as "THE CORPS") and Wabasha Soil and Water Conservation District (hereafter referred to as "PURCHASER").

Description and scope of work for the project: The purpose of this project is to treat and manage the Bohemian Knotweed population along Hammond Creek with the goal of stopping the spread of the species along the Zumbro River corridor, which Hammond Creek flows into.

THE CORPS represents that it is duly qualified and agrees to provide the services described in this contract.

TERM OF CONTRACT

- 1.1 **Effective date:** 07/01/2021, or the date THE CORPS obtains all required signatures, whichever is later.
- 1.2 **Expiration date:** 12/31/2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

DUTIES OF THE CORPS

- 2.1 Complete services as specified in Project Request, which is attached hereto, and shall be a part of this contract.
- 2.2 Enroll and supervise AmeriCorps members in accordance with program guidelines.
- 2.3 Provide basic orientation and training as appropriate for corpsmembers.
- 2.4 Provide consultation and on-site project review to ensure that service is progressing in accordance with this work order and program guidelines.
- 2.5 Provide personnel and payroll administration for corpsmembers.
- 2.6 Provide all necessary transportation of corpsmembers to and from service sites.
- 2.7 Provide basic tools, safety gear, personal supplies and equipment needed by corpsmembers to meet all PURCHASER and federal safety requirements.
- 2.8 Provide professional liability and worker's compensation insurance for all corpsmembers.
- 2.9 Track services completed and make this information available to PURCHASER upon request.

DUTIES OF PURCHASER

- 3.1 Provide on-site project specific direction and assistance to the corpsmember(s).
- 3.2 Provide at least one media promotion to the public stating that the services(s) are being performed by THE CORPS. Any publicity regarding the subject matter of this work order must not be released without prior approval from the Corps' Authorized Representative.
- 3.3 Ensure safe working conditions in and around project areas that meet all PURCHASER and federal standards.
- 3.4 Secure all local, county, and federal permits required by law prior to the commencement of work.
- 3.5 Provide corpsmember(s) with training and educational opportunities relevant to the services being performed. This includes an on-site project overview at the outset of the project which outlines project background, goals and overall outcomes expected as a result of the corpsmembers' efforts.
- 3.6 Provide specialized tools, safety gear, personal supplies and equipment that are not available through THE CORPS that are needed by corpsmembers to meet all PURCHASER and federal safety requirements.
- 3.7 Assist in the acquisition of camping/lodging accommodations if necessary.
- 3.8 Provide all project materials, supplies and chemicals.

PAYMENT

- 4.1 PURCHASER will pay THE CORPS for services performed by THE CORPS.
- 4.2 PURCHASER's obligation to THE CORPS under this contract is up to a maximum of \$1,500.00, based on the following fee schedule: \$24.50 per hour.
- 4.3 THE CORPS may invoice monthly. THE CORPS shall send final invoice to PURCHASER upon service

- completion.
- 4.4 PURCHASER shall make payment within 30 days of receipt of invoices.

CANCELLATION

- 5.1 This contract may be cancelled by the PURCHASER or THE CORPS at any time, with or without cause, upon 30 days written notice to the other party. In the event of such cancellation, THE CORPS shall be entitled to payment for services performed.
- 5.2 THE CORPS reserves the right to withdraw corpsmembers from PURCHASER for emergency response work including, but not limited to, natural disasters and wild fire response. Reasonable efforts will be made to accommodate the needs of the PURCHASER. PURCHASER has no funding commitment to THE CORPS for services completed while corpsmembers have been withdrawn from PURCHASER for emergency response. PURCHASER shall remain liable for payment for services that THE CORPS provides to PURCHASER.

AUTHORIZED REPRESENTATIVES

- 6.1 THE CORPS's Authorized Representative is Doug Ekstrom, District Manager, 1160 South Victory Drive, Suite 5, Mankato, MN 56001, or his/her successor.
- 6.2 The PURCHASER's Authorized Representative is Henry Stelten, Natural Resource Conservation Technician, 611 Broadway Ave.
Ste 10, Wabasha, MN 55981, or his/her successor.

AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- 7.1 Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
- 7.2 If THE CORPS fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

INDEMNITY & INSURANCE REQUIREMENTS

- 8.1 To the fullest extent permitted by law, PURCHASER will defend, indemnify and hold harmless THE CORPS from any and all claims for bodily injury and property damage including the loss of use of property resulting therefrom, which arise or are in any way connected with the work performed, materials furnished or services provided by THE PURCHASER; THE PURCHASER's subcontractors or anyone employed directly or indirectly by any of them under this agreement as each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof.
- 8.2 To the fullest extent permitted by law, THE CORPS will defend, indemnify and hold harmless PURCHASER from any and all claims for bodily injury and property damage including the loss of use of property resulting therefrom, which arise or are in any way connected with the work performed, materials furnished or services provided by THE CORP; THE CORPS's subcontractors or anyone employed directly or indirectly by any of them under this agreement as each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof.
- 8.3 THE CORPS's is not obligated to indemnify and defend PURCHASER or owner for claims due to the sole negligence or willful misconduct of PURCHASER. Any obligations assumed pursuant to this agreement will not be construed to negate, abridge or reduce other rights or obligations of indemnity, which otherwise exist as to a party or person described in this agreement.
- 8.4 THE PURCHASER's is not obligated to indemnify and defend THE CORPS or owner for claims due to the sole negligence or willful misconduct of THE CORPS. Any obligations assumed pursuant to this agreement will not be construed to negate, abridge or reduce other rights or obligations of indemnity, which otherwise exist as to a party or person described in this agreement.

- 8.5 Applicable only if Corps staff or corps members will be operating motor vehicles owned, leased or rented by PURCHASER: The PURCHASER must provide to THE CORPS certificates of insurance showing CONSERVATION CORPS MINNESOTA & IOWA as an Additional Insured for Automobile Liability and include a Waiver of Subrogation in favor of THE CORPS.

GOVERNING LAW, JURISDICTION, AND VENUE

- 9.1 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.

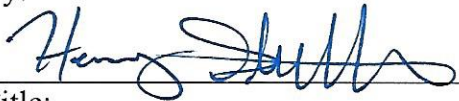
DUPLICATION, DISPLACEMENT, SUPPLANTATION

- 10.1 Conservation Corps crews are subject to the provisions of 42 V.S.C. §§ 12501 - 12682 and 45 C.F.R. parts 2500 - 2550. These laws require, in part, that AmeriCorps assistance not result in:
- 10.1.1 Duplication of an activity otherwise available in the locality of the program or would otherwise be performed by an employee as part of the employee's assigned duties.
 - 10.1.2 Displacement of currently employed workers or workers on seasonal layoff or layoff from a substantially equivalent position, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits.
 - 10.1.3 Termination or layoff of employees.
 - 10.1.4 Infringement on the promotional opportunity of an employee or infringement on services performed by an employee as part of the employee's assigned duties.
 - 10.1.5 Supplanting the hiring of employed workers.
 - 10.1.6 Infringement on the assignments of any presently employed worker; an employee who recently resigned or was discharged; an employee who is on leave, on strike, being locked out, subject to a reduction in force, or has recall rights subject to a collective bargaining agreement or applicable personnel procedure.

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


PURCHASER:

PURCHASER certifies that the appropriate person(s) have executed this contract on behalf of PURCHASER as required by applicable articles, by-laws, resolutions, or ordinances.

By:	
Title:	
	Natural Resource Conservation Technician
Date:	7-1-21

CONSERVATION CORPS:

THE CORPS certifies that the appropriate person(s) have executed this contract on behalf of THE CORPS as required by applicable articles, by-laws, resolutions, or ordinances.

By:	
Title:	
	District Manager
Date:	June 29 th , 2021

PROJECT REQUEST / SCOPE OF WORK

The CORPS and the PURCHASER have entered into an agreement to complete the project per the scope of work as derived from the originally submitted project request from:

Project Host Information

1. Project Contact Name: Henry Stelten
2. Project Contact Title: Natural Resource Conservation Technician
3. Agency: Wabasha Soil and Water Conservation District
4. Phone Number: 651-565-4673
5. Email Address: henrystelten.wabashaswcd@gmail.com

Project Information

1. Project Name: Bohemian Knotweed Management at Hammond Creek
2. Project Location: Approximately 5 acre stretch along Hammond Creek. Local park at corner of Spring Street and County Road 6 provides good meeting point. There should be parking space available on Spring Street.
3. If applicable, project address: 76 Spring Street, Hammond, MN 55906
4. Project Purpose: The purpose of this project is to treat and manage the Bohemian Knotweed population along Hammond Creek with the goal of stopping the spread of the species along the Zumbro River corridor, which Hammond Creek flows into.
5. Project Explanation: Wabasha SWCD and Wabasha County have documented a 5-acre infestation of Bohemian Knotweed on private land along Hammond Creek, which feeds into the Zumbro River. This has been the site of on-going efforts to manage the knotweed, which began in 2017. CCMI was contracted using other grant funded sources for prior work in 2018.

Follow up surveys show that while the prior treatment was effective at knocking back the knotweed, there are still plants that require treatment to help manage the site. Other documented sites along the Zumbro are being traced through on-going work back to this location through work by the U of M and MDA, which makes it a priority for helping to combat downstream spread of the plant.

If left unmanaged, the knotweed will likely continue to spread and pose a threat to desirable vegetation and habitat along the river corridor.

Training Information

1. Project host able to provide training? No
2. Trainer(s): ,
3. Hours available for training:
4. Project host to provide site orientation, project overview and history, or other training for crew? Yes

Scheduling Information

1. Crew Type Requested: Young Adult Crew
2. Estimated Length of Project: 1-4 Days
3. Preferred Project Timeline: Late Aug/early Sept
4. Can the project be completed intermittently? No

Project Equipment & Safety Information

1. Cell phones work in project area? Yes
 - a. If no, alternative communication options:
2. List all types of hand tools required for project: Backpack sprayer(s), PPE
3. List all types of power tools required for project:
4. Safety concerns or potential "watch-out" situations related to project. List any specialty safety equipment requirements: Use of chemical for treatment, broken glass, metal scraps, and other misc. debris may be found in or near the creek, especially near the bridge. Poison ivy possible at site.
5. Agency able to provide specialized tools? No
6. Alternate work plan in the event of adverse weather, if applicable: Since management will involve spraying chemical, work should be scheduled around forecasted rain.

Don Schmitz



DEPARTMENT OF AGRICULTURE

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

www.mda.state.mn.us/agbmlpans

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

AgBMP LOAN APPLICATION

County: Select from Drop down

(Required for all applications)
Borrower Information:

(One)
First Name: LARS

(One)
Last Name: POLSON

(optional)
Company: WABASHA

Street Address: 30533 580th St

City: Millville

State: MN.

Zip: 55957

Telephone:

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

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

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

TMR PORTABLE MIXER TO FEED
IN FIELDS IN A LINE TO SPREAD MANURE
- when feed come when to muddy to feed
in fields

Well
Eligibility

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

☐ Is this application for a city, town, or other municipality?
☐ Is this application for a facility with an Industrial Waste Permit?

PLS

Township #: 109 N

Range: 12 W

Section: 29

----- OR -----

Latitude: Longitude:

----- OR -----

Pin or Parcel #:

LOCAL GOVERNMENT APPROVAL

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

Approved Loan Amount	\$ 10,000
Estimated Total Project Cost (all sources)	\$ 10,000
Animal Units (Feedlot improvements or manure handling equipment for facilities > 1000 AU that are not in the Mississippi watershed are ineligible)	Beginning: 250 Ending: 285
Primary Livestock	<input checked="" type="checkbox"/> Dairy <input type="checkbox"/> Beef <input type="checkbox"/> Swine <input type="checkbox"/> Other:
Primary Crops: Selection 1 Selection 2	Conservation Tillage Acres AFTER Project: 560 Total Acres Farmed: 728
Approval Expiration and Other Restrictions	

Project Approved by: Jeri Peters Date: 6/28/2021

Project Completion Certified by (OPTIONAL): _____ Date: _____

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

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

LENDER INFORMATION & LOAN TERMS

AgBMP Loan Request	\$ 10,000	Check if Local Revolving Funds are used: <input type="checkbox"/>
(Optional) Additional Request #	\$	Initials: Date:
Number of payments per year:		
Total Number of Payments:		
Interest rate (if other 3%):	%	(Optional) Balloon Payment Date
Lender Organization Name	Select Lender Name From drop down list	
Lender Address		
Lender Signature:	Date:	

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

07/03/2018

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

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

**Wabasha Soil and Water Conservation District
District Regular Board Meeting
June 24, 2021
8:15 a.m.
County Board Room
625 Jefferson Ave.**

- I. **CALL MEETING TO ORDER** – Meeting called to order at 8:15 am by Terry Helbig, Chair
Supervisors present: Terry Helbig, Chair, Lynn Zabel, Co-chair, Larry Theismann, Secretary, Sharleen Klennert, Treasurer, Chet Ross, member.
Staff Present: Terri Peters, District Manager
Others Present: Bob Walkes, County Commissioner
On Phone: Sheila Harmes, Winona County Water Planner, Whitewater Watershed Project Coordinator, John Benjamin, NRCS and Sue Cerwinske, Bookkeeper/Admin.Assistant
- II. **PLEDGE ALLEGIANCE**
- III. **AGENDA**
Motioned by Zabel and seconded by Klennert to approve the agenda
Affirmative: Helbig, Zabel, Theismann, Klennert, Ross
Opposed: None
Motion Carried
- IV. **PUBLIC COMMENTS**
Comments limited to 5 minutes per speaker
- V. **CONSENT AGENDA -Board Action**
- VI. **SECRETARY'S REPORT**
A. May 27, 2021 Meeting Minutes-**Board Action**
Motioned by Theismann and seconded by Ross to approve the Secretary's Report
Affirmative: Helbig, Zabel, Theismann, Klennert, Ross
Opposed: None
Motion Carried
- VII. **TREASURER'S REPORT:**
A. District Financial Statements-**Board Action**
Motioned by Theismann and seconded by Ross to approve the Treasurer's Report
Affirmative: Helbig, Zabel, Theismann, Klennert, Ross
Opposed: None
Motion Carried

VIII. PAYMENT OF MONTHLY BILLS

A. Monthly Bills in the amount of \$31,599.03 -**Board Action**

Motioned by Theismann and seconded by Ross to approve payment of the monthly bills in the amount of \$31,599.03

Affirmative: Helbig, Zabel, Theismann, Klennert, Ross

Opposed: None

Motion Carried

IX. DISTRICT REPORTS

A. **Chair Report – Terry Helbig**

*Board representative for the resolutions meeting on Tuesday, June 22nd.
3 resolutions all passed*

B. **County Commissioner – Bob Walkes**

New 4-H Director starting July 6th

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

Worked on MRBI (Mississippi River Basin Initiative) application submittal to have West Indian Watershed included in the MRBI. Working with NRCS and SWCD staff in doing outreach and get some projects ready. Special pot of money. Application needs to be submitted by 6-29-2021

WinLac 1W1P had interviews and selected consultant

Root River, the fiscal agent is getting contracts together for this project

Stream Monitoring while Matt and Henry were doing training

Resolution Meeting. People had consensus that we weren't getting enough for RIM inspections. Should be charged amount to reflect actual cost. BWSR is aware.

Planning Local Work Group meeting 7-27-21 at VFW in Wabasha 9:00 -11:00 am

Adding Partners meeting for W. Indian project to work on budget and work plan.

11:00 am – 1:00 pm Bring in partners to see what practices are important in Wabasha County.

Safe Water Drinking Grant. Target people with lower income, higher cost share rates. Some water testing. Short turn around. Different cost share rates.

Under sink treatment systems, water testing and reconstruction of wells, if needed Whitewater Watershed Cover Crop Program. Get some contracts lined up. Contact people who may be interested. \$30/acre and in Elgin, Plainview area \$40/acre up to 30 acres

Budget to the County

Met with Michael Plante and Shawn about Water Resources Board. SWCD had paid the dues, but the County Commissioners attended the meetings. A Director was hired, she left and we paid unemployment at the beginning of the year.

The County did reimburse us for that.

D. **NRCS Report – John Benjamin – Report in Packet**

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

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

G. **Bookkeeper/Administrative Assistant -Sue Cerwinske – Report in Packet**

X. OLD BUSINESS

A. Conservation Project – Lynn Zabel - Discussion

Lynn waiting for MAWQCP appointment and he will go through with that.
Research on some data that is collected. On a patch of ground, have a spot that catches rainfall water. Know coverage of that land. Pan that weighs and samples it. Doing useful research for cover crops, practices to see what gets to the drinking water with whatever practice used.
Article in Farm Journal of carbon credits. 9 questions to ask before getting in to it. How long will land be tied up. 2-15 years at least or forever?
Terri commented that at resolution meeting, it came up from Fillmore that legislators need to be encouraged to reward people for doing good.
Should partner with Coop going forward to reach people that we aren't.
Carbon credits, a lot of development and considerations happening.

XI. NEW BUSINESS

- A. Approve Amendment #4 for Steve McNallan Contract 17-CAP-WS-13 changing contract install date from 11/30/2019 to 11/30/2021 for practice 351 well decommissioning – **Board Action**

Motioned by Theismann and seconded by Ross to approve amendment #4 for Steve McNallan Contract# 17-CAP-WS-13 changing contract install date from 11/30/2019 to 11/30/2021 for practice 351 Well Decommissioning

Affirmative: Helbig, Zabel, Theismann, Klennert, Ross

Opposed: None

Motion Caried

- B. Approve voucher payment for Rollie Schumacher Contract# 18-Capacity-6 in the amount of \$6,877.01 for 412 Grassed Waterway – **Board Action**

Motioned by Klennert and seconded by Theismann to approve voucher payment for Rollie Schumacher Contract# 18-Capacity-6 in the amount of \$6,877.01 for 412 Grassed Waterway

Affirmative: Helbig, Zabel, Theismann, Klennert, Ross

Opposed: None

Motion Carried

- C. Approve Amendment #1 for Frank Brand Contract# 19-319FL-1 changing contract install date from 6/30/21 to 6/30/22 for small feedlot fix – **Board Action**

Motioned by Theismann and seconded by Klennert to approve Amendment #1 for Frank Brand Contract# 19-319FL-1 changing contract install date from 6/30/21 to 6/30/22 for small feedlot fix

Affirmative: Helbig, Zabel, Theismann, Klennert, Ross

Opposed: None

Motion Carried

- D. Approve Amendment # 1 for Wade Nibbe Contract# 20-Capacity-6 changing amount from \$3,325.00 to \$4,612.81 for 412 Grassed Waterway-**Board Action**
Motioned by Klennert and seconded by Theismann to approve Amendment #1 for Wade Nibbe contract# 20-Capacity-6 changing amount from \$3,325.00 to \$4,612.81 for 412 Grassed Waterway
Affirmative: Helbig, Zabel, Theismann, Klennert, Ross
Opposed: None
Motion Carried
- E. Approve voucher payment for Wade Nibbe Contract# 20-Capacity-6 in the amount of \$3,325.00 for 412 Grassed Waterway Or Approve voucher payment for Contract# 20-Capacity-6 for Wade Nibbe in the amount of \$4,612.81 as amended on 6-24-2021 board meeting for 412 Grassed Waterway – **Board Action**
Motioned by Ross and seconded by Klennert to approve voucher payment for Wade Nibbe Contract# 20-Capacity-6 in the amount of \$4,612.81 as amended at 6-24-2021 board meeting for 412 Grassed Waterway
Affirmative: Helbig, Zabel, Theismann, Klennert, Ross
Opposed: None
Motion Carried
- F. Approve Contract for White Barn Acres LLC. Contract# 21-Capacity-3 in the amount of 2,432.37 for practice 578 Stream Crossing – **Board Action**
Motioned by Klennert and seconded by Theismann to approve White Barn Acres LLC contract# 21-Capacity-3 in the amount of \$2,432.37 for practice 578 Stream Crossing
Affirmative: Helbig, Zabel, Theismann, Klennert, Ross
Opposed: None
Motion Carried
- G. **Whitewater JPB – MPCA 319 Grant Funds – Board Discussion**
Discussion: Terri: Somewhere else in state couldn't spend grant funds so Whitewater got it. Draft proposals. Sheila has gotten approved to sign the grant executed. Short time frame. Starting 6-17-20 and needs to be spent by 9-30-21. Winona County purchasing a manure spreader. Audio equipment to be used for rain drop simulators. Winona purchasing a roller-crimper, will pay up to \$5,000 though MPCA Sheila said It is in grant budget, but Winona is not totally committed. Terri stated that we could possibly buy it, we had a couple requests. White Barn Acres would use it. Where would we store it, maybe a farmer. Could rent it out. Lynn asked how big it would be and how to transport. How would we get it around from farm to farm. Terri stated we could share with Winona. Bob Walkes checked on website about transports. Lance put interseeder on list but \$25,000. but was taken off list, too costly. Lynn said It could possibly be used for waterway work. Larry noted that it would be good if we could stop spraying and would help the land.

Sheila will check with Lance to see what he was looking at and get more information and look at the budget for Winona SWCD

Terri stated that the highlighted areas of agreement is what Wabasha SWCD will be part of:

Drone software to get the drone survey print out. Staff time, work with Chris Nelson.

Video better for interviews with farmers out in the field. Soil Testing and education with soil health and rain simulator. Working with NRCS to do a cover crop event in August.

H. Upcoming Events:

- i. Local Work Group – July 27th

I. **W. Indian – Terri Peters**

To get work accomplished in the plan they are dividing up into committees.

Want to see if someone on the board would be interested in being on one of the committees. Forestry, Soil, Groundwater and an

Education Group started – Will help with W. Indian for a match.

Send out email for after local work group, to have a meeting with committee on W. Indian

XII. Board Reports

A. **Whitewater JPB – Lynn**

Bob Walkes, Grant funds discussion

Lynn discussion on Sheila's office space.

Nitrogen test plots, testing. Then discussion on more to process than just profit off the land. Using up water and soil is part of it. Need to think that way, not just profit.

B. **Zumbro 1W1P – Larry**

Zoom meeting. Public hearing in Rochester on 8/12. Will have meeting before that. Opinions on what is going on. Input from general public. Go to state for funding next year. Caitlin does a lot to setup, organized. In person local working group meeting 7/08/21

C. **WinLac 1W1P - Lynn – Discussed earlier**

D. **SE SWCD Technical Support JPB – Larry**

7/1/29 Finance meeting

7/29/21 normal next meeting (may be option for in person in Oronoco)

E. **County Board Meeting – Larry alt. Terry and Sharleen**

Attended, no questions. No Report this time. Will have report for next meeting

F. **Hiawatha Valley RC&D – Terry**

No meeting

G. Potential State Shutdown – Discussion

We cannot report time for any BWSR grant and need to stop work on any of them. Able to work on WCA, DNR. MDA had governor sign some bills that were agriculture related. Can work on Ag Certainty. In office, how do we plan for that. Staff is largely paid by BWSR grants. If it does go on for a longer time, do we layoff or go to part-time. How would we handle medical insurance in the interim. Should do what we need to do to retain employees. Will watch what County does and Bob will let us know how they will be handling it.

XIII. Adjourn – Board Action

Motioned by Theismann and seconded by Ross to adjourn the meeting at 9:28 AM

Affirmative: Helbig, Zabel, Theismann, Klennert, Ross

Opposed: None

Motion Carried

Respectfully submitted by:

Larry Theismann, Secretary

Wabasha Soil and Water Conservation District

Balance Sheet

As of June 30, 2021

Jun 30, 21

ASSETS

Current Assets

Checking/Savings

Money Market- Bank of Alma	126,612.45
Money Market WNB Financial	7,395.00
Peoples State Bank Money Market	356,656.35
Petty Cash	125.62
WNB Financial	35,016.51

Total Checking/Savings 525,805.93

Accounts Receivable

11000 · Accounts Receivable 9.00

Total Accounts Receivable 9.00

Total Current Assets 525,814.93

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 -102,935.42

Total Fixed Assets 10,454.49

Other Assets

Prepaid Items

Prepaid Rent 920.43

Total Prepaid Items 920.43

Total Other Assets 920.43

TOTAL ASSETS 537,189.85

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

20000 · Accounts Payable 41,323.11

Total Accounts Payable 41,323.11

Other Current Liabilities

Allowance for Unemployment Reim 1,581.86

Deferred Revenue

AIS	76,315.06
FY18 Capacity	18,175.00
FY19 Capacity	14,165.39
FY19 Well Seal Grant	14,576.30
FY20 Buffer Initiative	14,731.36
FY20 Capacity	9,555.51
FY20 CWMA	9,313.92
FY20 NACD TA Grant	87,105.76
FY20 State Cost share	5,517.29
FY21 Buffer Initiative	17,200.00
FY21 Capacity	111,348.00
FY21 Conservation Delivery	19,619.00
FY21 LWM	14,177.00
FY21 State Cost Share	15,401.00
FY21 WCA	12,118.00

Total Deferred Revenue 439,318.59

24000 · Payroll Liabilities 1,192.99

25500 · Sales Tax Payable 573.86

Balance SheetAs of June 30, 2021

	Jun 30, 21
Total Other Current Liabilities	442,667.30
Total Current Liabilities	483,990.41
Total Liabilities	483,990.41
Equity	
Fund Balance- Restatement	47,943.10
Fund Balance Designated	31,903.30
Investment in Capital Assets	10,454.49
30000 · Opening Balance Equity	649.89
32000 · Owners Equity	106,845.19
Net Income	-144,596.53
Total Equity	53,199.44
TOTAL LIABILITIES & EQUITY	<u>537,189.85</u>

Wabasha Soil and Water Conservation District

Profit & Loss

June 2021

	Jun 21
Ordinary Income/Expense	
Income	
Charges for Services	
Wetlands	200.00
Total Charges for Services	200.00
Intergovernmental Revenues	
County	
County Regular Allocation	68,106.42
Total County	68,106.42
State	
FY21 Easement Delivery	1,650.00
MAWQCP	8,342.32
North Fork Zumbro-Mazeppa	64,395.84
Total State	74,388.16
Total Intergovernmental Revenues	142,494.58
Total Income	142,694.58
Gross Profit	142,694.58
Expense	
District Operations	
Other Services and Charges	
Building Rent	920.43
Employee Education and Training	322.29
Employee Mileage	99.12
Fees and Dues	-1,317.22
Internet Expense	70.95
Vehicle Expenses	
Chevrolet Silverado Vehicle Exp	390.71
Hyundia Tucson Vehicle Expense	115.62
Total Vehicle Expenses	506.33
Total Other Services and Charges	601.90
Personnel Services	
Employee Salary Permanent	14,596.71
Employer HSA contributions	2,625.00
Employer Life and Health	
66000 - Payroll Expenses	7,210.08
Employer Life and Health - Other	22.00
Total Employer Life and Health	7,232.08
Employer Share FICA	1,059.92
Employer Share Medicare	247.89
Employer Share PERA	1,280.52
Worker's Comp Insurance	-725.00
Total Personnel Services	26,317.12
Supplies	
Office Supplies	61.95
Total Supplies	61.95
Total District Operations	26,980.97
Project Expenditures	
State	
FY18 Capacity Funding	6,877.01
FY20 Capacity	4,612.81
FY20 MPCA SWAG MWL	29.36
MAWQCP Administration	8,342.32
North Fork Zumbro-Mazeppa	6,836.75

Wabasha Soil and Water Conservation District
Profit & Loss
June 2021

	Jun 21
Total State	26,698.25
Total Project Expenditures	26,698.25
Total Expense	53,679.22
Net Ordinary Income	89,015.36
Other Income/Expense	
Other Income	
Interest Income	
Interest Earnings MM's	136.28
Total Interest Income	136.28
Total Other Income	136.28
Net Other Income	136.28
Net Income	<u>89,151.64</u>

NRCS Field Office Report

7/22/21

John Benjamin

Current office standing

- Bill and I are working out of the office every day.
- Brian DeVetter, Team 20 Customer Service Team Lead, has started working out of the office some Tuesdays.
- FPAC policy is, following CDC guidelines. If vaccinated no need to wear a mask or social distance. Office staffing is still 50% capacity and maximum telework is encouraged.

CSP (Conservation Stewardship Program)

- FY21 CSP classic assessment and ranking deadline May 28, 2021
- 14 Classic signup Applications, 2 with a high priority
- 1 Classic signup Application preapproved, has been canceled
- FY22 renewal application deadline, March 30th, 2021
- 7 Renewal applications, All prioritized high
- 14 Active contracts

EQIP (Environmental Quality Incentive Program)

- Obligation deadline for FY21-1 preapproved applications is July 23rd
- 2 applications in approved status, near obligation
- 24 EQIP applications in pending status
- 16 Active EQIP contracts

RCPP-EQIP (Regional Conservation Partnership Program- EQIP)

- 7 RCPP-EQIP active contracts

RCPP (Regional Conservation Partnership Program)

Land Management fund through MAWQCP sign up announced

- Application deadline was June 4th
- 3 applications submitted.

CRP (Conservation Reserve Program)

- FY21 General sign up started January 4th
- FY21 General signup deadline July 23rd
- Continuous signup deadline August 6th
- Plan writing deadline Sept. 20
- Roughly 40 producers have expressed interest
- 30 interested are applicable for Continuous CRP sign up
- 10 interested are applicable for general CRP sign up

HEL (Highly Erodible Land determinations) & Plans

11 HEL plans needing to be written

Monthly Report – July

Matt Kempinger

Training

- Rotational Grazing Watering Systems

Projects

- 1 new contract
- Investigated 2 future waterway sites
- Investigated 1 future grade stabilization site
- Reviewed 1 1026 tiling WCA review requests
- Preliminary survey, design and estimate work for 2 waterway projects
- Worked on gathering documentation for reimbursement of 2 contracted projects
- Completed a Karst geology risk assessment for one grade stabilization project
- Followed up with various landowners that have ongoing projects
- Stream restoration, drafting and landowner discussion
- 1 preconstruction meeting
- Reviewed 1 potential wetland violation
- Provided guidance to avoid WCA violations
- Worked on creating a guide for Drone Survey workflow

Others

- Assisted 2 landowner in applying for MAWQCP certification
- Informed 2 landowners about the MAWQCP program
- Answered general resource questions from public and assisted where possible
- Compiled and prepared GIS information for West Indian Creek prioritization tool
- Aided and advised citizens regarding WCA concerns
- Provided technical assistance for wetland considerations

Work Summary July 2021

Henry Stelten

- RFA site visits and meetings
- Drone training, registration, test
- Grazing and watering system site visits with NRCS
- Drone flights and imagery on recent projects
- Drone Deploy software and app testing
- New 340 cover crop contract, planting verification for existing
- As-built survey with WSB on Mazeppa stream project

WSB Project No. 014051-000		Owner Project No.		Change Order No. 2		
Project Title/Description: North Fork Zumbro River at Mazeppa Channel Restoration						
Owner: Wabasha County SWCD						
Owner Address: 611 Broadway Ave Wabasha, MN 55981						
Contractor: Environmental Troubleshooters, Inc.						
Contractor Address: 3100 Courthouse Lane Eagan, MN 55121						
Total Change Order Amount: \$57,145.01						
Description: Scope Expansion Lange Property New Substantial Completion Date is December 31, 2021, and new Final Completion Date is June 30, 2022.						
Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)						
Group/Funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
014051-000 Source 1	2021.501	MOBILIZATION	LS	\$6,480.00	1	\$6,480.00
014051-000 Source 1	2051.501	MAINTENANCE AND RESTORATION OF HAUL ROADS	LS	\$2,520.00	1	\$2,520.00
014051-000 Source 1	2101.505	CLEARING	ACRE	\$3,318.52	0.5	\$1,659.26
014051-000 Source 1	2101.505	GRUBBING	ACRE	\$2,635.29	0.5	\$1,317.65
014051-000 Source 1	2105.507	COMMON EXCAVATION	C Y	\$9.99	3500	\$34,965.00
014051-000 Source 1	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L F	\$1.47	1500	\$2,205.00
014051-000 Source 1	2575.508	SEED MIXTURE 32-241	LB	\$7.13	68	\$484.84
014051-000 Source 1	2575.508	SEED MIXTURE 34-261	LB	\$23.08	49	\$1,130.92
014051-000 Source 1	2575.508	HYDRAULIC BONDED FIBER MATRIX	LB	\$0.97	4700	\$4,559.00
014051-000 Source 1	2575.602	SITE RESTORATION	EACH	\$1,740.00	1	\$1,740.00
014051-000 Source 1	2575.605	MULCH MATERIAL TYPE 1	ACRE	\$166.67	0.5	\$83.34
Net Change This Change Order						\$57,145.01

Due to this change, the contract time: (check one)	
() Is NOT changed	(X) May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change:	Number of Calendar Days Affected by this Contract Change: 333

Approved By Project Engineer: Amy Anderson Date: July 2, 2021

Print Name: Amy Anderson Phone: 763.762.2873

Approved By Contractor: _____ Date: _____

Print Name: _____ Phone: _____

Approved By Owner: _____ Date: _____

Print Name: _____ Phone: _____

North Fork Zumbro River at
Mazeppa Channel Restoration

Pay Voucher 5



Client: Wabasha County SWCD 611 Broadway Ave Wabasha, MN 55981	Contractor: Environmental Troubleshooters, Inc. 3100 Courthouse Lane Eagan, MN 55121
---	---

WSB Project No.: 014051-000
Client Project No.:
State Project No.:
Federal Project No.:

Contract Amount

Original Contract	\$251,299.40
Contract Changes	\$4,684.71
Revised Contract	\$255,984.11

Funds Encumbered

Original	\$251,299.40
Additional	N/A
Total	\$251,299.40

Work Certified To Date


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

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
\$8,001.45	\$249,593.31	\$12,479.67	\$229,512.27	\$7,601.37	\$237,113.64
Percent Retained: 5%			Percent Complete: 97.5%		

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

Approved By WSB

Approved By Environmental Troubleshooters, Inc.


Project Engineer


Contractor

June 24, 2021

Date


Date

Approved By Wabasha County SWCD

Date

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

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
014051-000 Source 1	\$249,593.31	\$12,479.67	\$229,512.27	\$7,601.37	\$237,113.64

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
014051-000 Source 1	Local	\$7,601.37			\$237,113.64

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	\$4,250.00	1	0	\$0.00	1	\$4,250.00
2	2051.501	MAINT & RESTORATION OF HAUL ROADS	LS	\$2,520.00	1	0	\$0.00	1	\$2,520.00
3	2101.505	CLEARING	ACRE	\$3,318.52	2.7	0	\$0.00	2.7	\$8,960.00
4	2101.505	GRUBBING	ACRE	\$2,635.29	1.7	0	\$0.00	1.7	\$4,479.99
5	2104.501	REMOVE CONCRETE STRUCTURES (DAM REMNANTS)	LS	\$2,280.00	1	0	\$0.00	1	\$2,280.00
6	2105.507	COMMON EXCAVATION (P)	C Y	\$4.49	31405	0	\$0.00	31405	\$141,008.45
7	2511.507	RANDOM RIPRAP CLASS I	C Y	\$57.55	100	0	\$0.00	100	\$5,755.00
8	2511.507	RANDOM RIPRAP CLASS V	C Y	\$49.78	300	0	\$0.00	300	\$14,934.00
9	2573.502	STABILIZED CONSTRUCTION EXIT	EACH	\$1,000.00	2	0.5	\$500.00	2	\$2,000.00
10	2573.503	SILT FENCE; TYPE MS	L F	\$2.01	870	0	\$0.00	439	\$882.39
11	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	L F	\$7.94	425	0	\$0.00	425	\$3,374.50
12	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L F	\$1.47	3400	0	\$0.00	2932	\$4,310.04
13	2575.508	SEED MIXTURE 21-111	LB	\$0.86	193	0	\$0.00	193	\$165.98
14	2575.508	SEED MIXTURE 25-131	LB	\$7.48	60	0	\$0.00	50	\$374.00
15	2575.508	SEED MIXTURE 32-241	LB	\$7.13	190	76	\$541.88	190	\$1,354.70

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
16	2575.508	SEED MIXTURE 34-261	LB	\$23.08	91	0	\$0.00	91	\$2,100.28
17	2575.508	HYDRAULIC BONDED FIBER MATRIX	LB	\$0.97	31000	5381	\$5,219.57	26091	\$25,308.27
18	2575.602	SITE RESTORATION	EACH	\$1,740.00	2	1	\$1,740.00	2	\$3,480.00
19	2575.605	MULCH MATERIAL TYPE 1	ACRE	\$166.67	1.2	0	\$0.00	1.2	\$200.00
20	2577.210	TOE WOOD	L F	\$38.00	400	0	\$0.00	400	\$15,200.00
21	2577.502	LIVE STAKES	EACH	\$4.38	450	0	\$0.00	450	\$1,971.00
Bid Totals:							\$8,001.45		\$244,908.60

Project Category Totals		
Category	Amount This Voucher	Amount To Date
Base bid	\$8,001.45	\$244,908.60

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
CO	1	22	2104.601	EXPANDING MORTAR PILOT TEST	LS	\$960.00	1	0	\$0.00	1	\$960.00
CO	1	23	2540.601	PURCHASE EXPANDING MORTAR AND DELIVERY	LS	\$1,524.71	1	0	\$0.00	1	\$1,524.71
CO	1	24	2104.601	DRILL AND APPLY MORTAR TO BOTH DAM REMNANTS	LS	\$2,200.00	1	0	\$0.00	1	\$2,200.00
Contract Change Totals:									\$0.00		\$4,684.71

Contract Change Totals				
No.	Contract Change	Description	Amount This Voucher	Amount To Date
1	CO	Dam remnant removal using expanding mortar.	\$0.00	\$4,684.71

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

**Whitewater 319 Nonpoint Source Reduction Grant
Sub-Agreement between
Whitewater Joint Powers Board
and
Wabasha County Soil and Water Conservation District**

THIS AGREEMENT is made and entered into by and between the Whitewater Joint Powers Board, 400 Wilson St. N, Lewiston, MN 55952, hereinafter referred to as the "WJPB", and Wabasha County Soil and Water Conservation District (SWCD), 611 Broadway Ave., Ste. 10, Wabasha, MN 55981, hereinafter referred to as the "Contractor".

RECITALS

WHEREAS, the WJPB has a short-term grant agreement from the state of Minnesota, acting through its Commissioner of the Minnesota Pollution Control Agency, entitled Whitewater Watershed Nonpoint Source Reduction Grant, hereinafter referred to as the "Project";

WHEREAS, the short-term grant agreement permits a grantee to establish a sub-agreement for the purposes of carrying out project deliverables identified in the grant. The Contractor will perform the duties in their capacity as sub-grantee.

WHEREAS, the Project includes up to \$47,046 in funds for the purchase of equipment for member Soil and Water Conservation Districts and "shovel-ready" cost-share erosion reduction project(s);

WHEREAS, the Contractor is providing technical assistance and soil health education for the project and staff are trained to effectively administer and assist local farmers that are seeking to improve soil quality in their operations;

NOW, THEREFORE, in consideration of mutual undertakings and agreements hereinafter set forth, the WJPB and the Contractor agree as follows:

Term and Cost of the Agreement

1. The Contractor agrees to furnish services on behalf of the WJPB during the period commencing June 17, 2021 and terminating September 30, 2021, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The Contractor can purchase the roller crimper using

a portion of the grant funds. The Contractor is not an employee of the WJPB and may be terminated for any time, with or without cause.

2. The Contractor shall be reimbursed for the cost of purchasing necessary soil improvement supplies and equipment detailed in the Grant Workplan. The cost of this agreement shall not exceed \$47,046 (collectively among the Contractor and each of its partner Soil and Water Conservation Districts (SWCDs) for the Project (Olmsted and Winona) during the period of the contract.
3. The Contractor will have technical approval authority to provide technical assistance and tracking of manure spreader calibrations, rental contracts for the purchased roller crimper, provide outreach for cover crops and other conservation practices. The Contractor will work cooperatively with Olmsted SWCD and Winona County SWCD in providing assistance to landowners as described in the Grant Workplan attached to the grant agreement.

Signature Lynn Zabel Date 7-15-2021
Lynn Zabel ~~Josh Elsing~~
vice Chairman, Whitewater JPB

Signature _____ Date _____
Terry Helbig
Chairman, Wabasha County Soil and Water Conservation District

Signature Terri Peters Date 7-20-2020
Terri Peters
District Manager, Wabasha County Soil and Water Conservation District

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 20-WWDWP-1	Other state or non-state funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
--------------------------------------	---------------------------------------	---	--	---

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

Applicant

Land Occupier Name Bob Sloan	Address 23681 530th St	City/State Plainview, MN	Zip code 55964
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* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Conservation Practice Location

Township Name: Plainview	Township No.: 109	Range No.: 11	Section No.: 21	1/4, 1/4 NE 1/4
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Contract Information

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

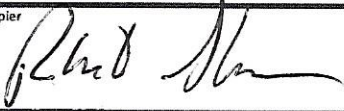
1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 3 years, is achieved. The specific operation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

NRCS FOTG Practice 340 Cover Crop, Ag Tech Note 33 for 30 acres
5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 10/1/20, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
4. Not accept any other state or federal funds for this practice.

Date	Land Occupier 
Date	Landowner, if different from applicant
	Address, if different from applicant information

Conservation Practice

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

Eligible Component Standard & Name 340 Cover Crops	Engineered Practice: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Total Project Cost Estimate \$2,700.00
	Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Technical Assessment and Cost Estimate

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

Date 7-1-21	Technical Assistance Provider 
-----------------------	--

Amount Authorized for Financial Assistance

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

Amount	Program Name	Fiscal Year
\$900.00 \$2700	HS 2020 white water Drinking water protection	2021 2020
\$900.00		2022
\$900.00		2023

Date	Authorized Signature	Total Amount Authorized
		\$2,700.00

Minnesota Association of Soil and Water Conservation Districts



SWCD Per Diem Rate Maximum \$125 Effective August 1, 2021

One element of MASWCD's successful legislative efforts this year includes an update of the SWCD Supervisor Per Diem Rate Maximum. The new per diem rate cap of \$125 per day (up from \$75 per day) is effective August 1, 2021. That means it can apply to meetings, events, and other SWCD business occurring on or after August 1, 2021, after acted on by your SWCD board.

SWCD boards should officially take action at a board meeting to approve what rate will get used going forward, at any amount up to \$125 per day. It is recommended that this action be by way of updating your board's operating policy or expenses and per diems policy. Here is a sample expenses policy that your SWCD could adopt, and again, your SWCD has the flexibility of setting the rate at anything up to \$125 per day. The sample policy uses much of the actual language of the statutory provision on SWCD Supervisor Compensation, Minnesota Statutes, section 103C.315, subdivision 4.

- **Per Diem and Reimbursement of Travel Expenses Incurred on Behalf of the SWCD.** A supervisor shall receive compensation for services of \$125 per day, and may be reimbursed for expenses, including traveling expense, necessarily incurred in the discharge of duties. A supervisor may be reimbursed for the use of the supervisor's automobile in the performance of official duties at a rate up to the maximum tax-deductible mileage rate permitted under the federal Internal Revenue code. (Minnesota Statutes, section 103C.315 Subd.4.) Approval must be obtained from the Board for all out-of-state travel. All reimbursements for travel related expenses require the appropriate receipts.

For reference, the current IRS approved standard mileage rate for business miles drive is 56 cents per mile.

Minnesota Association of Soil and Water Conservation Districts

www.maswcd.org

Resolution 08012021-1

A Resolution to Update Board Supervisor Per Diem and Mileage Rates for 2021

Whereas:

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

Whereas:

Per Diem and Reimbursement of Travel Expenses Incurred on Behalf of the SWCD. A supervisor shall receive compensation for services of \$125 per day, and may be reimbursed expenses, including traveling expense, necessarily incurred in the discharge of duties. A supervisor may be reimbursed for the use of the supervisor's automobile in the performance of official duties at a rate up to the maximum tax-deductible mileage rate permitted under the federal Internal Revenue code. (Minnesota Statutes, section 103C.315 Subd. 4). Approval must be obtained from the Board for all out-of-state travel. All reimbursements for travel related expenses require the appropriate receipts, therefore

Be it resolved:

That the Wabasha SWCD updated 2021 per diem as of 8-01-2021 to mandated maximum allowable level of \$125/day per diem and mileage rates at the mandated and \$.56/mile {IRS Rate) for Board Supervisors

Board Chair

Date

FEEDLOT VII COST-SHARE ASSISTANCE APPLICATION/CONTRACT

CONSERVATION DISTRICT

Wabasha County

Contract # 19-319 FL-3

Applicant

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

Conservation Practice Location

Township Name	Township	Range	Section	1/4
Oakwood	109N	12W	29	NW 1/4

Contract Information

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

Examples of these fixes are listed below (but not limited to):

Roof gutters	Re-grading	Filter Strips
<input checked="" type="checkbox"/> Fencing	Reducing lot size	Extending Roofs
Seeding down bare areas		Milk House Waste Treatment
<input checked="" type="checkbox"/> Clean water diversion		
Other: <u>Heavy Use Protection</u>		

It is understood that:

1. The land occupier or landowner is responsible for the operation and maintenance of practices applied under this program to ensure that the conservation objective of the practice is met.
2. Costs covered through the Feedlot VII grant are for Implementation and Materials of the eligible practices.
3. **Cost Share: 50%, up to \$15,000 per feedlot**
4. All work completed under this program meets the guidelines set forth in the Feedlot VII grant.
5. Work started/completed before contract approval is not eligible for cost-share funding.
6. Practices will be installed by 12/31/21 unless this contract is amended by mutual consent to reschedule the work and funding.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the conservation district board as practical and reasonable.

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

Total Cost of Project \$54,888.58 Amount Requested \$15,000

Owner's Signature [Signature] Date 7/20/21

PE Signature [Signature] Date 7/20/21

Required MinnFarm Rating:

Before Practice Installed: _____

After Practice Installed: _____

Upon Completion of Construction:

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

CFO _____ Date _____

SWCD Technician _____ Date _____

Contract Approval SWCD Board Chair _____ Date _____

PE Signature _____ Date _____

FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: **Tom Leisen**

Address: **50668 265th Ave**

City, State, Zip: **Plainview/MN**

55964

Contract No.: **19-Capacity-1**

Total Amount Authorized:

\$2,700.00

(from contract)

Practice	Quantity	Unit	Unit Rate	Total
340 Cover Crops	30	acre	\$30.00	\$900.00

PAYMENT REQUEST:

\$900.00

I certify that this is an accurate and true summation of the above project.


Payee Signature

7-20-21
Date

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final):

Final

B. Payment amount requested:

\$900.00

C. Total Amount Authorized:

\$2,700.00

D. Total previous partial payments:

\$1,800.00

E. Amount available (C - D)

\$900.00

Amount Approved for This Voucher:

\$900.00

(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 Practice Information section of this form have been completed and are in accordance with the requested practice standards and specifications.


Technical Assistance Provider

7/21/21
Date

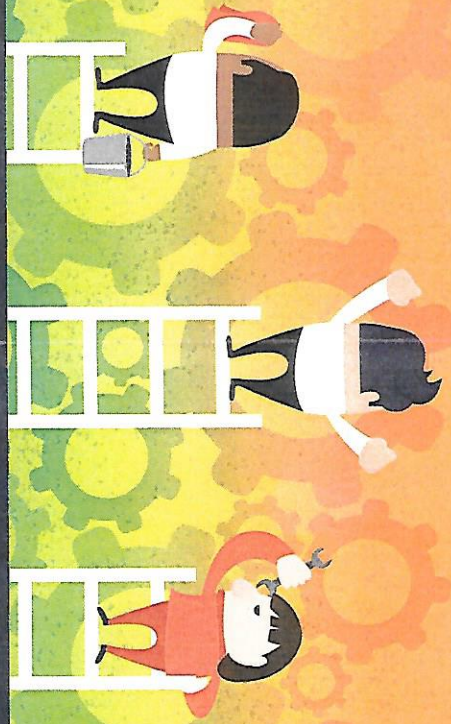
Administrative Certification

I certify that I have reviewed this voucher and all supporting information and that to the best of my knowledge and belief, the quantities and rates are accurate and are in accordance with terms of the contract identified.


Administrative Sign-off

7/21/21
Date

This seminar is designed for those whose job requires them to supervise others and make personnel decisions in the public sector, especially those new to the management role or the public sector. It is not meant for the seasoned public-sector human resources professional.



SUGGESTED ATTENDEES:

- Department heads and other supervisory staff
- County commissioners
- County administrators/coordinators
- County attorneys
- County auditors/auditor-treasurers
- Highway engineers
- Nursing home and hospital directors
- Public health directors
- Risk managers
- Sheriffs
- Social services directors
- SWCD supervisors and district managers

ABOUT THE PRESENTERS

Ann Goering is a partner at Retwik, Roszak & Maloney P.A., practicing in labor and employment law, as well as civil litigation. Goering has represented numerous public-sector entities in situations involving claims of discrimination, harassment and defamation. She has been presenting this seminar since its inception.

Erin Benson is also a partner at Retwik, Roszak & Maloney, practicing employment and labor law, and civil litigation. She routinely represents public entities, frequently conducts investigations into employee misconduct, and has defended public entities against a variety of claims in both state and federal court.



MCIT
Minnesota Counties Intergovernmental Trust
100 Empire Drive, Suite 100, St. Paul, MN 55103-1885

NEOPOST FIRST CLASS MAIL
07/16/2021
US POSTAGE \$000.51⁹²
ZIP 55103
041M11451156

Terri Peters
Wabasha Soil & Water Conservation District
611 Broadway Ave Ste 10
Wabasha, Minnesota 55981-1600

55981-1600 0002



MANAGING THE HUMAN RESOURCE

HOLIDAY INN,
ST. CLOUD
OCT. 13-14,
2021



MCIT
MINNESOTA COUNTIES
INTERGOVERNMENTAL TRUST
TRAINING EVENT



SEMINAR OVERVIEW

This popular two-day seminar explores topics related to the risks employees pose to a public employer and how to manage them. The sessions include in-depth discussions of hot-button topics and case law updates. This training is a must for anyone whose job requires them to supervise others and make personnel decisions in a public-sector environment, especially those new to this role.

HOLIDAY INN INFORMATION

PHONE: 320.253.9000

WEBSITE: IHG.com/holidayinn/

ADDRESS: Holiday Inn & Suites St. Cloud

75 S. 37th Ave.

St. Cloud, MN 56301

QUESTIONS

Call MCIT toll-free at 1.866.547.6516

REGISTRATION FEE

MCIT MEMBER: \$110*

NONMEMBER: \$150*

Fee includes materials, lunch and refreshments for both days. No one-day registrations are accepted.

REGISTER EARLY. SPACE IS LIMITED!

*CANCELLATION POLICY: Individuals registered for the seminar will not be billed for cancellations received at least 60 days in advance of the seminar date.

OCT. 13 SCHEDULE

8:30 - 9 a.m.

CHECK IN

9 a.m. - noon

HIRING

- What to Do When You Have a Vacancy
- Veterans Preference in Hiring: 100-point Process
- Job Applications: What to Ask and Not Ask at the Application Stage
- The Dos and Don'ts of Job Interviews
- How and When to Make a Conditional Job Offer
- Reference Checks: How to Get the Information You Need to Make a Good Hiring Decision

Noon - 1 p.m.

LUNCH

1 p.m. - 4 p.m.

DO YOU HAVE A POLICY ON THAT?

WHAT YOU SHOULD INCLUDE IN YOUR PERSONNEL POLICIES

EMPLOYEE ORIENTATION

- New Employee Orientation: What They Need to Know Once They Are Hired
- Reorientation: Periodic Retraining of Employees on Applicable Policies and Laws

LAWS RELATED TO DATA (and How Public Employers Can Get into Trouble)

- The Minnesota Government Data Practices Act
- Records Retention and Electronic Data
- The Federal Drivers Privacy Protection Act

FAIR LABOR STANDARDS ACT

An Overview

FAMILY AND MEDICAL LEAVE ACT AND

OCT. 14 SCHEDULE

8:30 - 9 a.m.

CHECK IN

9 a.m. - noon

FAMILY AND MEDICAL LEAVE ACT AND SICK LEAVE (continued if needed)

AMERICANS WITH DISABILITIES ACT

VETERANS PREFERENCE ACT IN

DISCHARGE AND DEMOTION, AND USERRA

EQUAL EMPLOYMENT OPPORTUNITY/ HUMAN RIGHTS NONDISCRIMINATION

EMPLOYMENT EVALUATIONS 101 (part 1)

Noon - 1 p.m.

LUNCH

1 p.m. - 3 p.m.

EMPLOYMENT EVALUATIONS 101 (part 2)

DRAFTING A PERFORMANCE IMPROVEMENT PLAN

DUE PROCESS

Investigate, Notice of Allegation and Opportunity to Respond

DISCIPLINING FOR INCOMPETENCE

When Is There "Just Cause" to Discipline?

DISCIPLINING FOR MISCONDUCT

Progressive Discipline vs. Severity of the Offense

DISCHARGE OF EMPLOYEES

When and How

MANAGING THE HUMAN RESOURCE

Oct. 13-14, 2021, Holiday Inn, St. Cloud

RESERVE YOUR SPOT FOR THIS SEMINAR IN ONE OF TWO WAYS:

1. Complete the online registration form at MCIT.org/training-calendar/

2. Complete the form below and return it to MCIT:

- Email to registration@mcit.org
- Fax to 651.209.6496
- Mail to 100 Empire Dr., Suite 100, St. Paul, MN 55103-1885

☐ MCIT member: \$110* ☐ Nonmember: \$150*

☐ Check here if you require special accommodations. MCIT will contact you for additional information.

NO ONE-DAY REGISTRATIONS WILL BE ACCEPTED.

NAME _____

TITLE _____

ORGANIZATION _____

ADDRESS _____

PHONE _____

E-MAIL ADDRESS _____

Make checks payable to MCIT and send to:

Minnesota Counties Intergovernmental Trust
100 Empire Dr., Suite 100
St. Paul, MN 55103-1885

You may send payment separately from the registration form.

REGISTRATION QUESTIONS: Contact MCIT toll-free at 1.866.547.6516 or registration@mcit.org

SEMINAR QUESTIONS: Contact Communications.

PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: George Meyer Contract No.: 21-Capacity-2
 Address: 26018 663rd St
 City, State, Zip: Wabasha MN
 Authorized: \$9,061.64 % Approved: 75% (state) 75% (state & non-state)
 (from contract)

Item	Quantity	Unit	Unit Price	Cost
Mobilization	3	Hours	\$100.00	\$275.00
PVC Pipe	1	Ea	\$1,520.83	\$1,520.83
160 Excavator	26.5	Hours	\$150.00	\$3,975.00
D6RXL Series 3 Dozer	35.75	Hours	\$165.00	\$5,898.75
D6K 2018 Dozer	12.25	Hours	\$145.00	\$1,776.25
Haul Truck	10	Hours	\$185.00	\$1,850.00
Manual Labor	44.25	Hours	\$65.00	\$2,876.25
Grass seed mix	100	lb	\$2.00	\$200.00
Disking	3	Acres	\$20.00	\$60.00
Broadcast Grass Seeding	3	Acres	\$12.50	\$37.50
PROJECT COST:				\$18,469.58

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final): Final
 B. Total cost of practice to date: \$18,469.58
 C. Eligible amount (total cost x % approved): \$9,061.64 (state) \$13,852.19 (state & non-state)
 D. Total other state payment amount: \$0.00
 E. Total non-state payment amount: \$0.00
 F. Total previous partial payments: \$0.00
 G. Pre-Construction Cover payment amount: \$0.00
 H. Maximum payment amount: \$9,061.64

Pre-Con.Cover Ac.	Rate/Ac.

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

\$9,061.64

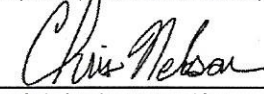
I certify that this is an accurate and true summation of the actual costs and quantities of material, labor, and equipment used on the above project. In cases where the receipts included items not used on the project, I have corrected them accordingly.

Payee Signature 

Date 7-21-21

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

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


 Technical Assistance Provider


 Administrative Sign-off

7-21-21
 Date

7/21/21
 Date