

Due to the current CDC guidelines on social distancing, we are limiting the number in attendance to 5 people at the board meeting. We will also have limited call-in capabilities for up to 10 people. Phone# 651-560-1088 Access code # 0147478#

Phone or physical attendance will be allowed on a first come first serve basis following Wabasha SWCD board members receiving priority for phone or physical attendance.

Anyone who is in the at-risk category should consider not attending. If you would like to attend either by call-in or physically, you must notify Sue Cerwinske to hold your place in advance. susan.cerwinske.wabashaswcd@gmail.com or 651-560-2053

**Wabasha Soil and Water Conservation
District Regular Board Meeting
July 23, 2020
8:15 am
County Annex Conference Room
625 Jefferson Ave.**

I. CALL MEETING TO ORDER –

II. PLEDGE OF ALLEGIANCE

III. AGENDA –

A. Meeting statement – Terri Peters

Terri Peters made the decision to have call-in and limited number of attendees at the Board Meetings. Consulted with other SWCD's and BWSR on how they were handling meetings because of COVID-19 and State of Emergency Guidelines. Calling in is allowed under the open meeting law. Phone line setup for SWCD meeting by the County. Board was contacted about this suggested change and it was agreed that this was the best solution for the situation, at this time.

IV. PUBLIC COMMENTS

Comments limited to 5 minutes per speaker

V. CONSENT AGENDA – Board Action, Signature

- A. Amended MAWQCP Sub-agreement for Goodhue SWCD to \$5,000.00
- B. Amended MAWQCP Sub-agreement for Olmsted SWCD to \$7,500.00
- C. Amended MAWQCP Sub-agreement for SE SWCD Technical Support JPB to \$10,000.00

VI. SECRETARY'S REPORT

- A. June 25, 2020 Meeting Minutes-**Board Action**

VII. TREASURER'S REPORT:

- A. June Program Record – **Board Action**
- B. June District Financial Statements-**Board Action**
- C. Program Funding Available for Cost Share – **Informational**

VIII. PAYMENT OF MONTHLY BILLS

- A. Monthly Bills in the amount of **\$68,635.96 -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. Bookkeeper/Administrative Asst. – Sue Cerwinske

X. OLD BUSINESS

- A. Update on office situation during COVID19 pandemic – Terri Peters
- B. Chevrolet Silverado Purchased for \$18,900 + tax and license, Total \$20,256.50
Paul still looking for a tool box to fit the truck. – **Board Information**
- C. Hiring Decisions: Personnel Committee and Terri Peters Discussion and Board Affirmation
District Technician I Positions: 2 Were Vacant
Matthew Kempinger
Keely Hansen
Natural Resources Conservation Technician
Henry Stelten

XI. NEW BUSINESS

- A. Memorandum of Agreement – Between USDA, NRCS and State of MN, SWCD –
Board Action – Signature
- B. Drone Pilot Ground School \$249.00-\$299.00 course work and
Training/Licensing Aeronautical \$160.00 through IACRA - FAA - **Board Action**
- C. Wabasha – WNC Agreement and Attachment A listing deliverables and
amount of agreement – **Board Action – Signature**
- D. Approve Payment Voucher for Tom Leisen for \$900.00 for 19-Capacity-1, 340
practice Cover Crops (30 acres) – **Board Action**
- E. Contract for GIS Analysis Work for Guiding Forestland Protection/Forest
Stewardship in the East Indian and West Indian Creek Watersheds. Will use
opportunity for training for Keely. **Larry Gates will join/call-in at 8:45 AM -
Board Action**
- F. NACD Technical Assistance Grant for JPB– Give Terri Authority to sign the
Grant – **Board Action**
- G. **Contract for Approval - Tom Miller 20-CF-3 for Grassed Waterway in the
amount of \$1,200.00. Funds from 2020 Cost Share \$1,026.23 and 2019
Capacity \$173.77 – Board Action**
- H. **Trout Unlimited Contract for JPB Engineering Services**

XII. Upcoming Events:

- A.

XIII. Board Report

- A. WW –
- B. 1W1P-

XIV. Adjourn –Board Action

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

General Information

| | | |
|--------------------------------------|-------------------------------|-------------------------------------------------------------------------------------------|
| Governmental unit Goodhue SWCD | Contact name Glen Roberson | Requested amount of funding <input checked="" type="checkbox"/> \$2,500 \$5,000 |
| Address 104 E 3 rd Ave | City/State Goodhue, MN | Zip code 55027 |

7/17/20
7.16.20

Contract Information

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

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

Effective date period

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

611 Broadway Ave., Suite 10
Wabasha, MN 55981

Or

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

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 | Total Amount Requested <input checked="" type="checkbox"/> \$2,500 5,000 |
|----------------------------------------------|--------------------|--------------------------------------------------------------------------------|

TP
DR 7/17/20

Southeast Area Certification Specialist

| | |
|---------------------------|-----------------|
| Name <i>M. L. Root</i> | Date 2-25-20 |
|---------------------------|-----------------|

MSR
7-17-20

Wabasha SWCD Authorization

| | | |
|--------------------------------------------------------------------|-----------------------------------|-------------------------------------------------|
| Board or Authorized Representative Signature <i>[Signature]</i> | Board Meeting Date 02.24. 2020 | Total Amount Authorized \$ 2,500.00 5,000 |
|--------------------------------------------------------------------|-----------------------------------|-------------------------------------------------|

Wabasha SWCD
Consent Agenda
2/27/2020

amended
to add
\$ 2,500
7-16-2020
[Signature]
DR 7/17/2020

Gene J. Pifer
Sig auth approved 1-27-2020
board mtg

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

General Information

| | | |
|--------------------------------------------|-----------------------------|----------------------------------------------------------------------------------------------------|
| Governmental unit Olmsted SWCD | Contact name Skip Langer | Requested amount of funding <input checked="" type="checkbox"/> \$2,500 <i>Amended 7,500 JP</i> |
| Address 2122 Campus Drive SE, Suite 200 | City/State Rochester, MN | Zip code 55904 |

Contract Information

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

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

Effective date period

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

611 Broadway Ave., Suite 10
Wabasha, MN 55981

Or

Email: terri.peters@mn.nacdnet.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 1/23/2020 | Total Amount Requested <input checked="" type="checkbox"/> \$2,500 \$7500 TP |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------------------------------------------------------------------|


Southeast Area Certification Specialist

| | |
|-------------------------------------------------------------------------------------------|-------------------|
| Name  | Date 1-23-2020 |
|-------------------------------------------------------------------------------------------|-------------------|

Wabasha SWCD Authorization

| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------------------------|
| Board or Authorized Representative Signature  - Signature auth. | Board Meeting Date 1-23-2020 | Total Amount Authorized \$2,500.00 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------------------------|

as approved by Wabasha SWCD
 Board on 1-23-2020

7,500
 added 5,000
 7-16-2020


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

General Information

| | | |
|----------------------------------------------------|-------------------------------|------------------------------------------------------------------------------------------|
| Governmental unit SE SWCD Technical Support JPB | Contact name Glen Roberson | Requested amount of funding <input checked="" type="checkbox"/> \$2,500 10,000 ✓ |
| Address 104 E 3 rd Ave | City/State Goodhue, MN | Zip code 55027 |

amended
7-10-2020
JP
MSR-7-10-20

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 <i>James DeBhardt</i> | Board meeting date | Total Amount Requested <input checked="" type="checkbox"/> \$2,500 |
|-----------------------------------------------------------------------|------------------------|-----------------------------------------------------------------------|

Southeast Area Certification Specialist

| | |
|-----------------------------|-----------------|
| Name <i>Mike S. Root</i> | Date 2.20.20 |
|-----------------------------|-----------------|

Wabasha SWCD Authorization

| | | |
|----------------------------------------------------------------------------|---------------------------------|---------------------------------------|
| Board or Authorized Representative Signature <i>Jan Hiler</i> 2/20/2020 | Board Meeting Date 2/27/2020 | Total Amount Authorized \$2,500.00 |
|----------------------------------------------------------------------------|---------------------------------|---------------------------------------|

515 auth approved 1-23-2020

10,000 re 7/10/2020

amended 7-10-2020

District re-mailed approval/agreement

AMENDED - 7-10-20 MSR

Due to the current CDC guidelines on social distancing, we are limiting the number in attendance to 5 people at the board meeting. We will also have limited call-in capabilities for up to 10 people. Phone# 651-560-1088 Access code # 0147478#

Phone or physical attendance will be allowed on a first come first serve basis following Wabasha SWCD board members receiving priority for phone or physical attendance.

Anyone who is in the at-risk category should consider not attending. If you would like to attend either by call-in or physically, you must notify Sue Cerwinske to hold your place in advance. susan.cerwinske.wabashaswcd@gmail.com or 651-560-2053

**Wabasha Soil and Water Conservation
District Regular Board Meeting
June 25, 2020
8:15 am
County Annex Conference Room
625 Jefferson Ave.**

- I. **CALL MEETING TO ORDER** – *Terry Helbig, Chair called meeting to order at 8:15 am.*
Supervisors Present: Terry Helbig, Chair, Lynn Zabel, Vice-Chair, Chuck Fick, Treasurer, Larry Theismann, Secretary, Called-In: 8:25 am Nate Arendt, Member
Staff Present: Terri Peters
Others Present: Rich Hall, County Commissioner
Those calling in: Phillis Brey, NRCS and Sue Cerwinske, Bookkeeper/Admin. Asst.
- II. **PLEDGE OF ALLEGIANCE**
- III. **AGENDA** –
 - A. Meeting statement – Terri Peters
Terri Peters made the decision to have call-in and limited number of attendees at the Board Meetings. Consulted with other SWCD's and BWSR on how they were handling meetings because of COVID-19 and State of Emergency Guidelines. Calling in is allowed under the open meeting law. Phone line setup for SWCD meeting by the County. Board was contacted about this suggested change and it was agreed that this was the best solution for the situation, at this time.
- IV. **PUBLIC COMMENTS**
Comments limited to 5 minutes per speaker
- V. **CONSENT AGENDA – Board Action, Signature**
 - A. Whitewater Joint Powers Board Cover Crop (2020 – 2022 Sub-Agreement between Whitewater Joint Powers Board and Wabasha County Soil & Water Conservation District – See Sheila's email explanation of changes - Revised sub-agreement that the Attorney reviewed as to form. (Changes in yellow)
Terri brought to board earlier and Wabasha already signed. Attorney and Daryl found small edits. Similar version with Olmsted and Winona SWCDs. Whitewater Board approved and signed 6/18/20 Asking for Wabasha signature on edited Sub-Agreement so that there is consistent language.

- B. Conservation Corps Minnesota & Iowa Invoice# 11807 \$980.00 Treatment of Poison Hemlock – West Indian Creek for May, 2020
This was already approved at an earlier meeting. Just wanted to point out it is now being paid with the monthly bills this month

(Note: Moved Original Consent Agenda Items B, D, E to New Business D, E, F)

Motioned by Fick and seconded by Zabel to approve Consent Agenda as amended.

Affirmative: Helbig, Zabel, Fick, Theismann, Arendt

Opposed: None

Motion Carried

VI. SECRETARY'S REPORT

- A. May 25, 2020 Meeting Minutes-Board Action
Motioned by Fick and seconded by Theismann to approve the Secretary's Report for May 25, 2020 Meeting Minutes
Affirmative: Helbig, Zabel, Fick, Theismann
Opposed: None
Motion Carried
- B. June 11, 2020 Special Meeting Minutes – Board Action
Motioned by Fick and seconded by Theismann to approve the Secretary's Report for Jun 11, 2020 Special Meeting Minutes
Affirmative: Helbig, Zabel, Fick, Theismann
Opposed: None
Motion Carried

VII. TREASURER'S REPORT:

- A. April Program Record-Tabled at May Meeting -Board Action
Revision since sending to board members the first time.
Motioned by Theismann and seconded by Fick to approve the April Program Record
Affirmative: Helbig, Zabel, Fick, Theismann
Opposed: None
Motion Carried
- B. May Program Record – Board Action
Motioned by Fick and seconded by Theismann to approve the May Program Record
Affirmative: Helbig, Zabel, Fick, Theismann, Arendt
Opposed: None
Motion Carried
- C. May District Financial Statements-Board Action
Motioned by Zabel and seconded by Theismann to approve the May District Financial Statements
Affirmative: Helbig, Zabel, Fick, Theismann, Arendt
Opposed: None
Motion Carried
- D. Program Funding Available for Cost Share – Informational
Nothing printed for this month

VIII. PAYMENT OF MONTHLY BILLS

- A. Monthly Bills in the amount of \$18,072.14-**Board Action**
Motioned by Zabel and seconded by Fick to approve payment of the monthly bills in the amount of \$18,072.14
Affirmative: Helbig, Zabel, Fick, Theismann, Arendt
Opposed: None
Motion Carried

IX. DISTRICT REPORTS

- A. Chair Report – Terry Helbig
Update on Tom and Rolland
- B. County Commissioner – Rich Hall – **No Report**
- C. District Manager Report – Terri Peters
Completed budget request for County due 5/31/20
CWMA contracts
Couple Wetland determinations, Application for solar garden, pollinator habitat and potential problem across the street
Mitch's Termination Paperwork, Exit interview
Job Postings
Stream Monitoring for MPCA
1W1P – Working with Sheila on Miss/Winona/La Crescent, Sheila submitted Greater Zumbro – Policy Committee meeting. Presentation on the option for policy committee for how they want to organize. Needs to be written in the plan. Part of funding to be distributed. Working way through priorities
Sheila submitted for a portion of Whitewater with Wabasha, Olmsted and Winona. Initial phone call with MPCA to go through interview process as part of that.
Meetings North Fork Zumbro at Mazeppa project.
WSB – DNR says there should be a lot more work done. Hope to go to bid soon.
Program Record
- D. NRCS Report – Phillis Brey – **Report hand out**
- E. Bookkeeper/Administrative Asst. – Sue Cerwinske – **Report given**

X. OLD BUSINESS

- A. Update on office situation during COVID19 pandemic – Terri Peters
Cleaning, door locked, meeting landowners in the hall with appointment.
Ask screening questions, if they are comfortable for us to be on site.
- B. GMC Truck – Update
Silver one is sold. Paul Busch ran Carfax report on Charcoal Silverado.
Nothing in report, no accidents. Looks like it was a lease. Warranty is 3-year 36,000 miles bumper to bumper and 5-year 60,000 miles for engine and transmission. Mitch had looked for a tool box. It was approved in an earlier meeting. Said truck should not have liner, tool box bolts to bed. Boxes made specifically for model of truck without liner. Pull out liner, look at bed., spray on liner? We will have new rules about cleaning the truck.
Price with trade in is \$18,900.00.

Motioned by Zabel and seconded by Fick to approve the purchase of replacement truck and spend up to \$20,000.00 with trade in and have Larry Theismann work on parameters to get best for SWCD from trade in with Paul
Affirmative: Helbig, Zabel, Fick, Theismann, Arendt
Opposed: None
Motion Carried

- C. Hiring Update
Finished revising job descriptions after Special Meeting. Job Posting went out Friday June 12th. Open until filled. A lot of applications are coming in. Wait and go through 2 weeks of applications and then set up interviews. First applicants were send emails that they could re-apply with new job descriptions. Bring over to Shawn and Katie to score. Keep doing interviews until we get the right person.

XI. NEW BUSINESS

- A. Approve Payment Voucher for Sharon Melvin for \$1,575.00 for 18-CWMA-6 7 acres woody invasive mgmt. NRCS Practice 314– **Board Action**
Motioned by Fick and seconded by Zabel to approve payment voucher for Sharon Melvin for \$1,575.00 for 18-CWMA-6 - 7 acres woody invasive mgmt. NRCS practice 314
Affirmative: Helbig, Zabel, Fick, Theismann, Arendt
Opposed: None
Motion Carried
- B. Approve Payment Voucher for Joe Liffbrig for \$1,000.00 for 2019-SEWS-1, Well Decommissioning, NRCS practice 351 – **Board Action**
SE Well Sealing Program, Maximum of \$1,000.00
Motioned by Theismann and seconded by Fick to approve payment voucher for Joe Liffbrig for \$1,000.00 for 2019-SEWS-1, Well Decommissioning, NRCS practice 351
Affirmative: Helbig, Zabel, Fick, Theismann, Arendt
Opposed: None
Motion Carried
- C. Contract for approval for Megan Herbers 20-CWMA-5 for NRCS practice 314 Brush Management on .24 acres in the amount of \$526.50 – **Board Action**
Prolific Buck Thorn. Big trees will take at least 8 hours chain sawing Use NRCS rules 75% of total. Different methods, different calculations.
Motioned by Fick and seconded by Zabel to approve Contract for Megan Herbers 20-CWMA-5 for NRCS practice 314 Brush Management on .24 acres in the amount of \$526.50
Affirmative: Helbig, Zabel, Fick, Theismann, Arendt
Opposed: None
Motion Carried

- D. Resolution 06252020-1 A Resolution for Recruitment and Screening Applicants
Based on discussion at the June 11 special meeting, Terri and Personnel Committee are able to hire already budgeted positions without having to go back to Board or have a special meeting.

Motioned by Zabel and seconded by Theismann to approve Resolution 06252020-1 A Resolution for Recruitment and Screening Applicants after Special Meeting recommendations

Affirmative: Helbig, Zabel, Fick, Theismann, Arendt

Opposed: None

Motion Carried

- E. Resolution 06252020-2 Technical Quality Assurance
Recommended by Adam to have Jen Wahls use her credentials JAA to sign off on projects and Mitch Rigelman is willing to come in weekends to fly drone. Will save us money if we use them for their specialized areas. Rich asked when we get these two positions filled, are we going to still need the contract for services? Do we need both? Terri said not long term. Need someone with technical authority to sign. It will take time for new hires to get credentials. They may not be familiar with what we do. Will require training. Someone will need to be trained on drone, take classes.

Motioned by Theismann and seconded by Arendt to approve Resolution 06252020-2 Technical Quality Assurance.

Affirmative: Helbig, Zabel, Fick, Theismann, Arendt

Opposed: None

Motion Carried

- F. Contract for Services – Jennifer Wahls
Work as Needed. 3- year Cover crops, help sign off in the Fall. She already has good relationships with the landowners. Contracted one for interseeding. Jen has technical certification to sign off projects. Could possibly train new hire on cover crops. Time available weekends and New hire availability. Contract for Services for 1 year and will reexamine annually.

Motioned by Theismann and seconded by Zabel to approve Contract for Service for Jennifer Wahls

Affirmative: Helbig, Zabel, Fick, Theismann, Arendt

Opposed: None

Motion Carried

XII. Upcoming Events:

A. *Local Work Group – Tuesday June 30 at 9:00 am*

XIII. Board Report

A. WW –

Lynn stated that the haven't had a meeting in person since February 20, had meeting on June 18

Surface Water Agreement Grant

Drinking Water Protection Grant

Nitrogen Test Spot – postposed because of COVID-19, will do next year.

Sheila commented that Jake Overgaard moving on to Mosa, certifying organic growers. Jeff Vatch from Mankato is filling in to finish up deliverables for 319 nitrogen reduction grant. 2 test plots this year and couple next year. EPA will extend grant to end of next year so we can complete.

B. 1W1P-

Discussed earlier

XIV. Adjourn –Board Action

**Motioned by Zabel and seconded by Arendt to adjourn the meeting
at 9:32 AM**

Affirmative: Helbig, Zabel, Fick, Theismann, Arendt

Opposed: None

Motion Carried

Respectfully Submitted by

Larry Theismann, Secretary

Wabasha Soil and Water Conservation District
Cash Balances
As of June 30, 2020

| | Jun 30, 20 |
|---------------------------------|-------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| Money Market- Bank of Alma | 57,124.85 |
| Money Market WNB Financial | 7,385.49 |
| Peoples State Bank Money Market | 420,209.21 |
| Petty Cash | 163.16 |
| WNB Financial | 45,644.59 |
| Total Checking/Savings | 530,527.30 |
| Total Current Assets | 530,527.30 |
| TOTAL ASSETS | 530,527.30 |
| LIABILITIES & EQUITY | 0.00 |

Wabasha Soil and Water Conservation District

Balance Sheet

As of June 30, 2020

Jun 30, 20

ASSETS

Current Assets

Checking/Savings

| | |
|---------------------------------|------------|
| Money Market- Bank of Alma | 57,124.85 |
| Money Market WNB Financial | 7,385.49 |
| Peoples State Bank Money Market | 420,209.21 |
| Petty Cash | 163.16 |
| WNB Financial | 45,644.59 |

Total Checking/Savings 530,527.30

Accounts Receivable

11000 · Accounts Receivable 9.00

Total Accounts Receivable 9.00

Total Current Assets 530,536.30

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 -85,522.98

Total Fixed Assets 27,866.93

Other Assets

Prepaid Items

| | |
|-------------------------------|--------|
| Prepaid Ins - Vision & Health | 43.50 |
| Prepaid Rent | 920.43 |

Total Prepaid Items 963.93

Total Other Assets 963.93

TOTAL ASSETS 559,367.16

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

20000 · Accounts Payable 30,169.55

Total Accounts Payable 30,169.55

Other Current Liabilities

Allowance for Unemployment Reim 1,581.86

Deferred Revenue

| | |
|------------------------|-----------|
| AIS | 79,586.63 |
| FY18 Capacity | 22,625.00 |
| FY18 Cost Share | 1,724.31 |
| FY18 CWMA | 4,401.48 |
| FY19 Buffer Initiative | 10,595.00 |
| FY19 Capacity | 23,090.55 |
| FY19 Cost Share | 12,320.80 |
| FY20 Buffer Initiative | 19,721.42 |
| FY20 Capacity | 83,220.38 |
| FY20 CWMA | 12,928.88 |
| FY20 Easement Delivery | 1,450.00 |
| FY20 State Cost share | 7,617.70 |
| FY20 WCA | 11,548.95 |
| FY20 Well Seal Grant | 21,535.31 |
| Izaak Walton League | 584.98 |

Total Deferred Revenue 312,951.39

24000 · Payroll Liabilities 1,096.05

25500 · Sales Tax Payable 510.86

Balance SheetAs of June 30, 2020

| | Jun 30, 20 |
|---------------------------------|-------------------|
| Total Other Current Liabilities | 316,140.16 |
| Total Current Liabilities | 346,309.71 |
| Total Liabilities | 346,309.71 |
| Equity | |
| Fund Balance- Restatement | 47,943.10 |
| Fund Balance Designated | 31,903.30 |
| Investment in Capital Assets | 27,866.93 |
| 30000 · Opening Balance Equity | 649.89 |
| 32000 · Owners Equity | 160,718.08 |
| Net Income | -56,023.85 |
| Total Equity | 213,057.45 |
| TOTAL LIABILITIES & EQUITY | <u>559,367.16</u> |

Wabasha Soil and Water Conservation District

Profit & Loss

June 2020

| | Jun 20 |
|----------------------------------|-----------|
| Ordinary Income/Expense | |
| Income | |
| Intergovernmental Revenues | |
| County | |
| County Regular Allocation | 63,627.51 |
| Total County | 63,627.51 |
| State | |
| FY19 Well Sealing Grant | -1,000.00 |
| FY20 CWMA | -19.55 |
| MAWQCP | 26,811.38 |
| Total State | 25,791.83 |
| Total Intergovernmental Revenues | 89,419.34 |
| Total Income | 89,419.34 |
| Gross Profit | 89,419.34 |
| Expense | |
| District Operations | |
| Other Services and Charges | |
| Advertising Expense | 272.79 |
| Building Rent | 920.43 |
| Conferences and Conventions | 28.38 |
| Fees and Dues | 675.00 |
| Internet Expense | 70.95 |
| Vehicle Expenses | |
| GMC Vehicle Expense | 53.08 |
| Hyundia Tucson Vehicle Expense | 29.15 |
| Total Vehicle Expenses | 82.23 |
| Total Other Services and Charges | 2,049.78 |
| Personnel Services | |
| Employee Salary Permanent | 12,134.69 |
| Employer HSA contributions | 1,500.00 |
| Employer Life and Health | |
| 66000 - Payroll Expenses | 3,842.11 |
| Employer Life and Health - Other | 16.50 |
| Total Employer Life and Health | 3,858.61 |
| Employer Share FICA | 831.73 |
| Employer Share Medicare | 194.52 |
| Employer Share PERA | 1,004.90 |
| Total Personnel Services | 19,524.45 |
| Supplies | |
| Office Supplies | 168.60 |
| Total Supplies | 168.60 |
| Total District Operations | 21,742.83 |
| Project Expenditures | |
| State | |
| FY18 CWMA | 2,555.00 |
| FY20 MPCA SWAG MWL | 72.65 |
| MAWQCP Administration | 7,777.73 |
| NRBG WCA-Wabasha SWCD | 23.00 |
| Total State | 10,428.38 |
| Total Project Expenditures | 10,428.38 |
| Total Expense | 32,171.21 |
| Net Ordinary Income | 57,248.13 |
| Other Income/Expense | |

Wabasha Soil and Water Conservation District
Profit & Loss
June 2020

| | Jun 20 |
|------------------------|------------------|
| Other Income | |
| Interest Income | |
| Interest Earnings MM's | 274.44 |
| Total Interest Income | 274.44 |
| Total Other Income | 274.44 |
| Net Other Income | 274.44 |
| Net Income | <u>57,522.57</u> |

District Conservationist Report

July 23, 2020

Submitted by

Phillis Brey

CRP (Conservation Reserve Program)

- 56 CRP applications accepted for Sign up 54
- No plans written this month

CSP (Conservation Stewardship Program)

- 7 2015 renewal contracts submitted for funding
- No applications ranked high or medium

Engineering (Survey & Design)

- All payments are completed for installed projects
- SCT working on completing red lines.
- 2 projects in progress.

EQIP (Environmental Quality Incentive Program)

- 25 EQIP 2020 applications to rank and score
- 20 applications assessed
- 14 applications preapproved
- 5 approved
- 9 waiting for approval

RCPP-EQIP (Regional Conservation Partnership Program)

- 4 RCPP EQIP 2020 applications received
- 2 CAP 102 CNMP
- 4 applications preapproved
- 4 approved

Compliance Plans

- 2 HEL determinations completed
- 3 Certified wetland determinations completed

Training & Meetings

- SWCD Board Meeting Teleconference 7/23/2020



Dear Terri & Crew,
Enjoy your new Graphite
Chev Silverado LT Double Cab.
We want to say "Thanks!"
and let you know we appreciate
you as our customers.
Paul & Staff at PBAC
eej

MEMORANDUM OF AGREEMENT BETWEEN THE
United States Department of Agriculture, Natural Resources Conservation Service
AND
State of Minnesota, Wabasha Soil and Water Conservation District

I. PURPOSE

This Memorandum of Agreement (MOA) is entered into between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) and the Wabasha Soil and Water Conservation District (Conservation District).

The NRCS and Conservation District (the Parties) have common objectives of delivering technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance the productivity of American agricultural lands. The Parties recognize the importance of natural resources, the wise use and management of these natural resources, and, as appropriate, the protection and/or development of these natural resources. This agreement is made and entered into with the objectives of:

- Continuing to support the delivery of excellent and innovative customer service;
- Recognizing conservation planning as foundational to our work, and working together to meet the conservation planning assistance needs of our cooperators/customers;
- Strengthening and modernizing conservation delivery to optimize efficiency and effectiveness;
- Broadening our outreach to existing and new customers and partners;
- Supporting science-based decision making as close to the resource issue/opportunity as possible;
- Encouraging a voluntary approach as the primary means of accomplishing conservation goals; and
- Using sound approaches to strengthen each Party and its role in the delivery of soil, water, and related natural resource conservation across the nation.

II. BACKGROUND

The NRCS and Conservation District share a rich history of collaborating to deliver comprehensive technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance natural resources.

The Soil Conservation Service was established in 1935 (renamed NRCS in 1994 to reflect its broader conservation mission). NRCS is committed to “helping people help the land.” It provides assistance and resources for conservation practices that improve water and air quality, prevent erosion, restore wetlands, and enhance wildlife. NRCS’s approach to mission delivery and customer service is deeply rooted in the notion that locally-led, voluntary efforts yield the most effective and productive outcomes. Locally-led conservation is the principle that farmers, ranchers, and forest stewards know their lands better than anyone else based on their personal knowledge and experience with those lands. As such, they are best positioned to make optimal decisions for the benefit of their operations, its natural resource conditions, and their communities.

The first Conservation District and the first State Conservation Agency were established in 1937 to provide local leadership in natural resources management. Conservation Districts serve as the link between federal and state agency resources with the local farmers, ranchers, and forest stewards. They are responsible for promoting and carrying out their conservation programs by assisting communities and its members develop, apply, and maintain appropriate conservation practices and resource management systems. They are authorized to provide broad area planning and implementation assistance to units of government. They are a focal point for coordinating and delivering technical assistance and funding to their respective communities.

III. STATEMENT OF MUTUAL BENEFIT

In conjunction with the NRCS, the Conservation District coordinates and implements locally led conservation plans using their connections to Federal, State, Tribal, and local governments; private resources; and the public. The Parties agree to facilitate cooperation, collaboration, and agreement between agencies, landowners, and other stakeholders; develop comprehensive conservation plans; and bring those plans to the attention of landowners and others within the district.

In addition, the Parties recognize the importance of working together to broaden strategic assessment and planning authority under the Soil and Water Resources Conservation Act of 1977 for the conservation, protection, and enhancement of soil, water, and related natural resources. The Parties further recognize that natural resources are finite and under increasing pressure from a variety of impacts. Soil, water, air, plants, animals, and energy are all addressed under the programs, initiatives, and partnership efforts of the Parties.

In order to deliver the necessary technical and financial assistance to enable locally-led, voluntary conservation, the Parties agree to adhere to the principles, roles, and responsibilities outlined in this section of the MOA. This MOA does not affect or modify existing regulations or agency responsibilities and authorities. Moreover, this MOA does not commit either part to activities beyond the scope of its respective mission and statutory authorities.

A. Locally-Led, Voluntary Conservation

The Parties agree that locally-led, voluntary conservation must be driven by natural resource conservation needs, rather than by programs. Its primary focus is to identify natural resource concerns, along with related economic and social concerns. Locally-led conservation consists of a series of activities and phases that involve community stakeholders in natural resource planning, implementation of solutions, and evaluation of results.

1. The Conservation District shall:

- a. Assist NRCS in promoting USDA programs by participating in outreach and community education activities.
- b. Advocate for a strong natural resource conservation program by keeping appropriate boards, landowners, legislators, county commissioners, and other key stakeholders apprised of conservation activities within the district.
- c. Assemble and chair the USDA local working group, as chartered under the State Technical Committee and authorized by 7 CFR 610, Part C, to encourage public participation.
 - i. Encourage diverse participation in local working groups through community outreach and education, to include stakeholders from historically underserved community.
 - ii. Open local working group meetings to the public and advertise notification of meetings in one or more newspapers, including Tribal publications.
 - iii. Develop the agenda and associated materials/information for local working groups and distribute at least 14 calendar days prior to the meeting.
 - iv. Develop and file local working group meeting records within 30 calendar days of the meetings at the local NRCS office.
 - v. Adhere to local working group responsibilities and standard operating procedures, as documented in NRCS policy (Title 440, Conservation Programs Manual).
- d. Develop the conservation needs assessment through broad-based community participation and in accordance with NRCS policy and procedures. This will provide a comprehensive evaluation of the district's natural resource base and be the basis for making decisions about local priorities or policies in all local conservation programs.
- e. Recommend local natural resource priorities and criteria for NRCS conservation activities and programs based on the conservation needs assessment and public input.
- f. Develop a District Long-Range Plan every three (3) years and an Annual Plan of Work each year. These documents must incorporate local and community inputs.
- g. Identify NRCS program resources, develop and implement conservation plans and natural resource systems, and evaluate/measure the technical and community impacts of solutions.
- h. Update NRCS on activities of local and state advisory committees and community groups attended by Conservation District board members and staff.
- i. Cooperate and collaborate across conservation districts, as appropriate.

2. NRCS shall:

- a. Support outreach activities and ensure the Conservation District is kept informed of NRCS activities and programs on at least a monthly basis. This includes bringing technical and financial assistance opportunities (including matching fund strategies) to the attention of the Conservation District.
- b. Work cooperatively to solicit and leverage community recommendations to inform priorities that guide the delivery of NRCS conservation programs.
 - i. Designate a representative to participate in Conservation District meetings and events, including local working group meetings. Alternatively, NRCS will chair the local working group should the Conservation District be unable or unwilling to.
 - ii. Develop and transmit written notifications to the local working group members as to the decisions made in response to their recommendations within 90 days.
- c. Respond to requests from the Conservation District for technical guidance and assistance.
- d. Partner with local and Tribal agricultural, conservation, agency, and community groups where possible, to further Conservation District natural resource conservation goals and objectives.
- e. Provide an annual summary of NRCS accomplishments to the Conservation District.

B. Adherence to Technical Standards

The Parties agree to the use of science-based decision-making to address local natural resource issues. Implementation of sound conservation plans and practices will strengthen each party, as well as their roles in the delivery of soil and water conservation.

1. The Conservation District shall:

- a. Adhere to Federal, State, Local, and Tribal laws and regulations.
- b. Adopt NRCS policies and procedures, including the NRCS Field Office Technical Guide (FOTG), and other science-based technical standards.
- c. Leverage and promote use of USDA technologies and applications, as appropriate.
- d. Assign conservation practice job approval authority to its personnel based on employee knowledge, skill, and ability level, and within applicable laws and guidelines. Obtain NRCS concurrence for job approval for practices involving USDA authorities or programs.
- e. Participate in local, state, and national opportunities for policy, program, and project development.

2. NRCS shall:

- a. Develop, update, and disseminate technical standards, policies, and procedures.
- b. Seek input and comment from communities on natural resource conservation policies and issues.
- c. Inform the Conservation District and communities when pending statutes, laws, regulations, policies, or procedures may have a significant impact on the community.

- d. Develop and provide access to USDA technologies and applications to facilitate shared standards, as appropriate.
- e. Provide non-NRCS employees job approval authority in accordance with NRCS policy and consistent with State laws.
- f. Provide engineering job approval, as based on job class and in accordance with NRCS policy and Federal, State, and local laws, regulations and codes.
- g. Provide conservation planning certifications for non-NRCS employees in accordance with the NRCS policy and Federal, State, and local laws, regulations and codes
- h. Create and promote opportunities for the Conservation District board members and staff to participate in policy, program, and project development.
- i. Provide technical or other training for conservation partnership employees in conjunction with its own training, or as separate events. Training must be consistent with and support of NRCS's mission objectives. As such, the principle emphasis will be on the delivery of field-based conservation technical assistance.

C. Data and Information Sharing

- 1. Any information furnished to NRCS under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- 2. Activities performed under this agreement may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
- 3. Conservation District personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The Partner's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
- 4. See Appendix A, "ACKNOWLEDGMENT OF REQUIREMENTS FOR PROTECTION OF PRIVACY OF PERSONAL AND GEOSPATIAL INFORMATION RELATING TO NATURAL RESOURCES CONSERVATION SERVICE PROGRAMS." The signatory agrees to abide by these requirements as a condition of receiving access to such information.

IV. GENERAL PROVISIONS

A. Period of Performance

This MOA takes effect upon the signature of the Parties and shall remain in effect until mutually modified or terminated.

B. Amendments

1. This MOA may be extended or amended upon written request of either Party and the subsequent written concurrence of the other. Either of the Parties may terminate this MOA with a 60-day written notice to the other.
2. This MOA may be supplemented, to reflect mutually agreed-to detailed working arrangements, to include an Annual Workplan and/or Plan of Operations. These may include, but are not limited to, documenting specific objectives or goals, action items, provision for documentation of accomplishments, schedule of planned events, and assignment of responsibilities.

C. Transfer of Funding or Non-Monetary Resources

1. This MOA is established to document the collaborative relationship between the Parties. Nothing in this MOA shall require either Party to obligate or transfer funding, or anything of value. This may include, but is not limited to:
 - a. Office spaces and equipment/supplies
 - b. Vehicles and associated expenses (e.g., fuel, maintenance)
 - c. Computers, software, and technical equipment
2. Specific work projects or activities that involve the transfer of funds, services, or property will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOA does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations. The appropriate instruments include:
 - a. Cooperative Agreement (2 CFR 200.24), which allows federal agencies to transfer a thing of value to the State, local or Tribal government, or other recipient to carry out a public purpose of support or stimulation authorized by law of the United States.
 - b. Contribution Agreement (7 CFR 6962a), which is a unique statutory authority allowing NRCS to enter into an agreement with a non-federal entity that shares a mutual purpose in carrying out NRCS programs. All parties must contribute resources to the accomplishment of these objectives.
 - c. Reimbursable Agreement (31 USC 6505; PL 90-577), which allows federal agencies to provide specialized or technical services to State and local governments.

D. Other

1. This MOA is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or any person.
2. The Department of Agriculture and Conservation District and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
3. All activities and programs conducted under this MOA shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. Also, they will be in accordance with regulations of the Secretary of Agriculture (7 CFR Part 15, subpart A), which provide that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving federal financial assistance from the Department of Agriculture or any Agency thereof.
4. All activities conducted under this MOA shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
5. Contacts for each Party for administrative or technical concerns are listed below:

| Natural Resources Conservation Service | Wabasha Soil and Water Conservation District |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Rick Berscheid Natural Resource Conservation Service Assistant State Conservationist Field Operations SE Area Office, Faribault MN 55021-1843 Office: 507-334-1887 Ext. 109 Cell: 507-721-8324 Rick.berscheid@usda.gov | Terri Peters District Manager Wabasha Soil and Water Conservation District 611 Broadway Avenue, Suite 10 Wabasha, MN 55981 Office: 651-565-4673 Terri.peters@mn.nacdnet.net |

V. SIGNATURES

**USDA NATURAL RESOURCES CONSERVATION
SERVICE**

**WABASHA SOIL AND WATER CONSERVATION
DISTRICT**

Troy Daniell, State Conservationist

Terry Helbig, Chair, Wabasha SWCD

Date

Date

APPENDIX A

ACKNOWLEDGMENT OF REQUIREMENTS FOR PROTECTION OF PRIVACY OF PERSONAL AND GEOSPATIAL INFORMATION RELATING TO NATURAL RESOURCES CONSERVATION SERVICE PROGRAMS

I. Purpose and Background

The purpose of this Acknowledgment of Section 1619 compliance (hereinafter, “Acknowledgment”) is to require acknowledgment by Wabasha Soil and Water Conservation District (hereinafter, the “Conservation Cooperator”) of the requirements of 7 USC 8791 (Section 1619 of the Food, Conservation, and Energy Act of 2008 (the 2008 Farm Bill)), which prohibits disclosure of certain information by the Department of Agriculture (USDA) and its cooperators. The Conservation Cooperator assists USDA in the delivery of conservation-related services (for example, services that sustain agricultural productivity, improve environmental quality, reduce soil erosion, enhance water supplies, improve water quality, increase wildlife habitat, and reduce damages caused by floods and other natural disasters) or with monitoring, assessing, or evaluating of conservation benefits from USDA conservation programs under a Federal agreement. Those individuals or organizations (governmental or nongovernmental) that assist USDA with providing conservation-related services are known as Conservation Cooperators.

II. NRCS Conservation Cooperator

As a Conservation Cooperator, the Conservation Cooperator is authorized access to otherwise-protected agricultural information. Such protected information must be strictly limited to only that information necessary for the Conservation Cooperator to provide conservation related services or to perform monitoring, assessing, or evaluating of conservation benefits (as specified in the agreement between NRCS and the Conservation Cooperator). Disclosure to the Conservation Cooperator can include receiving the protected information either 1) directly from USDA; 2) directly from the producer or owner as part of the process required to enable a producer or owner to participate in a USDA program; or 3) in another manner with the producer’s permission.

III. Section 1619 of the 2008 Farm Bill

Section 1619 of the Food, Conservation, and Energy Act of 2008 hereinafter, “section 1619” provides that USDA, or any “contractor or cooperator” of USDA, “shall not disclose—(A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in the programs of the Department; or (B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.” USDA may disclose protected information to a USDA cooperator when such cooperator is “providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices” if USDA determines that the protected information will not be subsequently disclosed, except in accordance with the exceptions contained in Section 1619. The Conservation Cooperator is a “contractor or cooperator” of USDA within the meaning of Section 1619. Accordingly, the Conservation Cooperator may not subsequently disclose any information protected by section 1619. By entering the agreement that references this Acknowledgement, the Conservation Cooperator is certifying future compliance with the statutory obligations under Section 1619.

IV. Responsibilities

A. The Conservation Cooperator certifies that:

1. It acknowledges and understands that the Conservation Cooperator is legally bound by Federal statute to comply with the provisions of Section 1619 and that the Conservation Cooperator will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this Acknowledgment. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The Conservation Cooperator will be held responsible should disclosure of the protected information occur.
2. Acceptance of the agreement referencing this Acknowledgment legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the Conservation Cooperator to comply with the provisions in Section 1619. The Conservation Cooperator must consult with USDA prior to providing protected information to an entity or individual outside of the Conservation Cooperator and as necessary to implement the program to ensure that such release is permissible.
3. The Conservation Cooperator will use the protected information only to perform work that is directly connected to conservation related services or perform monitoring, assessing, or evaluating conservation benefits, as specified in the agreement between NRCS and the Conservation Cooperator (hereinafter, "the Work"). Use of the protected information to perform work that is not directly connected to the Work is expressly prohibited.
4. The Conservation Cooperator must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information in order to perform the Work.
5. The provisions in Section 1619 are continuing obligations. Even when the Conservation Cooperator is no longer a Conservation Cooperator, or when individuals currently affiliated with the Conservation Cooperator become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with the provisions of this Acknowledgment.
6. The Conservation Cooperator must notify all managers, supervisors, employees, contractors, agents, and representatives about this Acknowledgment and the requirements of Section 1619. For the duration of this Acknowledgment, notifications about the existence of this Acknowledgment must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.
7. When the Conservation Cooperator is unsure whether particular information is covered or protected by Section 1619, the Conservation Cooperator must consult with USDA to determine whether the information must be withheld.
8. This Acknowledgment is nontransferable and may not be bought, sold, traded, assigned, extended to, or given free of charge to any other individual or organization not directly covered by this Acknowledgment.

9. Use of the protected information for any purpose is expressly prohibited when an individual or organization is no longer a Conservation Cooperator. When the Conservation Cooperator is no longer a Conservation Cooperator, any protected information provided under this Acknowledgment must be immediately destroyed or returned to USDA. The Conservation Cooperator must provide to USDA written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.
10. The State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

V. Protected Information

- A. An example of the type of information prohibited by disclosure under Section 1619 includes, but is **not limited to**, the following:
 1. State identification and county number (where reported and where located).
 2. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
 3. Farm, tract, field, and contract numbers.
 4. Production shares and share of acres for each Farm Serial Number (FSN) field.
 5. Acreage information, including crop codes.
 6. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
 7. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
 8. Location of conservation practices.
- B. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the Conservation Cooperator shall consult with USDA if there is any uncertainty as to the provision of such information.
- C. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The Conservation Cooperator must consult with USDA as to whether specific information falls within this exception prior to relying on this exception.

VI. Violations

The Conservation Cooperator will be held responsible for violations of this Acknowledgment and Section 1619. A violation of this Acknowledgment by the Conservation Cooperator may result in action by USDA, including termination of the underlying Federal agreement.

VII. Effective Period

This Acknowledgment will be in effect on the date of the final signature of the underlying agreement and continues until USDA notifies the Conservation Cooperator that the Acknowledgment is no longer required based on changes in applicable Federal law.

ATTACHMENT A

RESPONSIBILITIES OF THE WELL NETWORK COORDINATOR **Southeast Volunteer Nitrate Monitoring Network Grant**

Project Overview

Olmsted County Water Resources Division will coordinate with a certified lab to send nitrate-nitrogen sample kits to the approximately 600 homeowners participating in the Volunteer Nitrate Monitoring Network in August of 2020 and 2021. The certified lab will send results directly to the homeowner and provide Olmsted County and MDA with an electronic copy of the database. Compiled results, by county, will be sent to the Well Network Coordinator by the MDA or Olmsted County after data have been reviewed for quality assurance. The County Well Network Coordinator will provide Olmsted County/MDA with updated well owner contact information, in the MDA's spreadsheet format, and any new well enrollment forms. Olmsted County Water Resources Division will coordinate volunteer appreciation and write newsletters for distribution to well owners with the assistance of the Well Network Coordinators.

Deliverables of the Well Network Coordinator

- a. Maintain up-to-date database of well locations and well owner contact information for your county, to be provided to Olmsted County for annual water sampling in August of 2020 and 2021. Contact information and well enrollment information must be submitted in the format provided by Olmsted County.
- b. Print and distribute newsletters to well owners as needed (prepared by Olmsted County).
- c. Serve as the local contact for well owner communication.
- d. Coordinate with MDA and Olmsted County to assess volunteer replacement needs.
- e. Follow up with volunteers whose results show an unexpected change or who have not returned a sample in three or more years.
- f. Attempt to enroll new volunteers in nodes where there is no active volunteer and complete all required enrollment documents for new wells.
- g. Cooperate with Olmsted County to coordinate volunteer appreciation activities.
- h. Submit quarterly invoices.
- i. Submit requested written reports of activities, not more than quarterly.

Budget

Total Project Costs: \$2,200 for time and expenses associated with carrying out the above project deliverables. Expenses may be incurred from July 1, 2020 through June 30, 2022.



SWIFT Contract No. 178299

Purchase Order #: 3000036286

STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Agriculture ("State") and Olmsted County ("Governmental Unit").

Recitals

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of **long-term trend monitoring for nitrate in drinking water from private wells in the Volunteer Nitrate Monitoring Network area. Activities are coordinated by Olmsted County**

The Governmental Unit represents that it is duly qualified and is willing to administrate and cooperate in the performance of these services.

Agreement

1. Term of Agreement

- 1.1 **Effective date: July 1 2020**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date: June 30, 2022**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

Governmental Unit will administer a project involving private well owners in vulnerable townships. The project will provide a better understanding of current nitrate concentrations in drinking water from private wells, in accordance with the duties described and specified in Exhibit A, which is attached and incorporated into this agreement

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

3. Payment

Governmental Unit will be paid by the State of Minnesota after the Governmental Unit's presentation of itemize invoices for services performed and the supporting documentation for the invoices and written acceptance of such services by the State's Authorized Representative or the State's Authorize Project Manager pursuant to paragraph 4. Invoices shall be submitted timely and in accordance with **Exhibit B Budget** which is attached and incorporated into this agreement.

Invoices for payment will be sent by the due dates listed in Exhibit B.

Electronic format to: MDA.Accounts-Payable@state.mn.us

OR

Hardcopy to: Minnesota Department of Agriculture
Finance and Budget Division, Accounts Payable
625 Robert St N
Saint Paul, MN 55155

Reports should be submitted by the due dates listed in Exhibit B.

Electronic format to: MDA.PFMD.Contracts@state.mn.us

OR

Hardcopy to: Minnesota Department of Agriculture
PFMD, Contracts Coordinator
625 Robert St N
Saint Paul, MN 55155

The total obligation of the State under this agreement will not exceed **Sixty-eight Thousand Three Hundred Ten Dollars and 00/100 (\$ 68,310.00).**

4. Authorized Representatives

STATE'S AUTHORIZED REPRESENTATIVE: The State's Authorized Representative responsible for administration and supervision of this agreement is **Larry Gunderson, Fertilizer Technical Unit Supervisor, Minnesota Department of Agriculture, 625 Robert St. N., St. Paul, MN 55155, 651-201-6168, larry.gunderson@state.mn.us**, or his or her successor who is authorized to accept the services provided under this agreement.

STATE'S AUTHORIZED PROJECT MANAGER: The State's Authorized Project Manager responsible for communications and daily management with the Governmental Unit is **Kimberly Kaiser, Fertilizer Technical Unit, Minnesota Department of Agriculture, 625 Robert St. N., St. Paul, MN 55155, 651-201-6280**, or his or her successor who is authorized to accept the services provided under this agreement.

The Governmental Unit's Authorized Representative is **Michael Sheehan, Deputy Administrator, Olmsted County, 2122 Campus Dr. SE #200, Rochester, MN 55904; Phone: 507-328-7070; Email: sheehan.michael@co.olmsted.mn.us**, or his/her successor. If the Authorized Representative changes at any time during this agreement, the Governmental Unit must immediately notify the State.

5. Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 5.3 Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Agreement Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6. Indemnification

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

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

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

7. State Audits

Under Minnesota Statute § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

8. Government Data Practices

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

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

9. Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

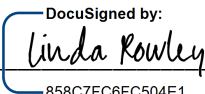
11. E-Verify Certification (In accordance with Minn. Stat. §16C.075)

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

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

1. STATE ENCUMBRANCE VERIFICATION

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

Signed:  DocuSigned by:
858C7FC6FC504E1...

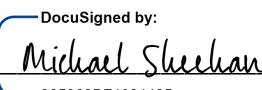
Title: Department Buyer

Date: 6/11/2020

SWIFT Contract No: 178299

PO No.: 3000036286

2. GOVERNMENTAL UNIT

By:  DocuSigned by:
825968D74624425...

Title: Deputy Administrator

Date: 6/15/2020

Distribution:
Agency
Governmental Unit
State's Authorized Representative
State's Authorized Project Manager

3. STATE AGENCY

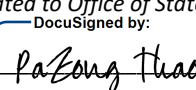
By:  DocuSigned by:
2B9FEF0FEC0D4E2...
(with delegated authority)

Title: Assistant Commissioner

Date: 6/15/2020

4. COMMISSIONER OF ADMINISTRATION

As delegated to Office of State Procurement

By:  DocuSigned by:
5A76479B1B5340E...

Date: 6/15/2020

Admin ID:
66290

Project Title

Southeast Volunteer Nitrate Monitoring Network

Project Leader and Principle Investigator of Record

Name: Caitlin Brady

Water Resources Coordinator, Olmsted Soil & Water Conservation District

2122 Campus Drive SE, Suite 200

Rochester, MN 55904

(507) 328-6396

Email: brady.caitlin@co.olmsted.mn.us

Minnesota Department of Agriculture Project Management

Kimberly Kaiser

Hydrologist

Minnesota Department of Agriculture (MDA)

625 N. Robert Street

St. Paul, Mn 55155-2538

Email: kimberly.kaiser@state.mn.us

Project Duration

Start: July 1, 2020 (or the date the State obtains all required signatures)

End: June 30, 2022 (or until all obligations have been satisfactorily fulfilled, whichever occurs first).

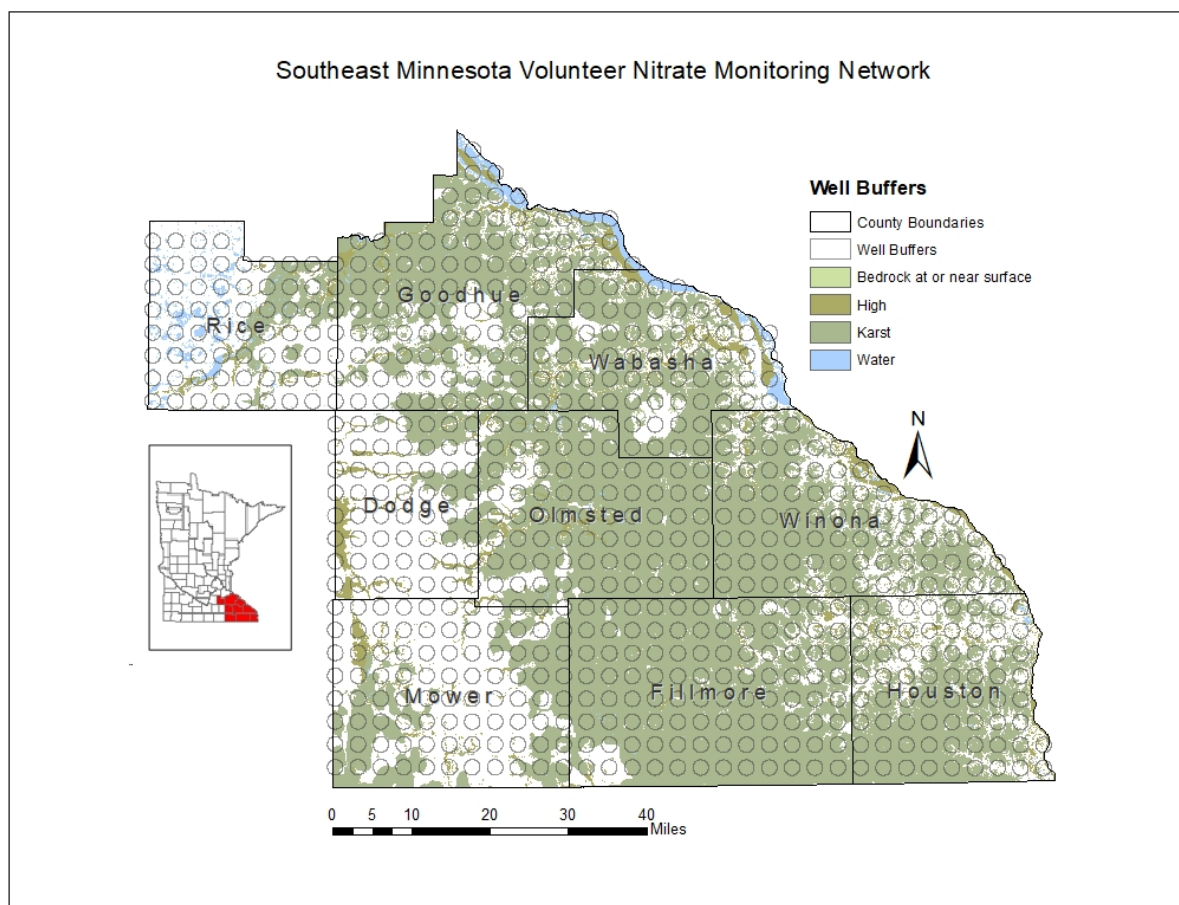
Background

In 2006, nine SE Minnesota counties coordinated efforts to develop a Volunteer Nitrate Monitoring Network (VNMN) to monitor long term trends of nitrate concentrations in private drinking water wells throughout southeastern Minnesota. From 2006 until 2012 the Project team included nine southeastern Minnesota counties and multiple state agencies funded by the EPA 319 Program and the MPCA Clean Water Partnership (CWP) Program. An established network of over 600 homeowner volunteers are an integral part of the project design and have received training on how to sample their private drinking water supply wells annually for nitrate and ship their water samples to a regional lab for analysis of nitrate+nitrite as nitrogen. In 2019, the SE MN Water Resources disbanded. Their former membership requested that the grant continue and be administered by Olmsted County. Olmsted County will continue to administer the grant on behalf of the nine regional counties. The next round of monitoring will mark the fifteenth year of the Volunteer Nitrate Monitoring Network. Annual sample submittal rates have ranged from 486 – 619 per year.

In 2013, the program was changed to incorporate more analytes in selected wells but was no longer sampling the entire network for nitrate. The Minnesota Department of

Agriculture and Well Network Coordinators feel that is important to sample all of the wells in the network on an annual basis to determine long term trends and keep the original network intact where possible. The VNMN is going to be used as a monitoring metric for the Clean Water Road Map. The Clean Water Roadmap does not replace local comprehensive watershed management plans, Watershed Restoration and Protection Strategies (WRAPS), the Clean Water Fund Performance Report, or any of the other water resource management, planning, or implementation activities currently underway. The Clean Water Roadmap is a water resource and management tool that focuses on long-term goals and the pace of progress towards those goals on a statewide scale.

Clean Water Fund agencies have agreed to a 20% reduction goal for nitrate in groundwater by 2034. This goal should result in approximately 95% of wells meeting the standard in the southeast Minnesota monitoring network. It is important to note that these measures are regional estimates of the nitrate concentration in groundwater across a large area and from wells drawing water from different aquifers. Local monitoring results in areas with vulnerable aquifers may be much higher.



Objectives

This project will provide long-term trends for nitrate in drinking water from private wells. This will be accomplished through a unique partnership between local SWCDs, County Water Resource Managers, and the MDA. MDA will develop a joint powers agreement with Olmsted County to accomplish selected initiatives set forth in the work plan.

Goal: The immediate goal of the project is to maintain the Southeast MN Volunteer Nitrate Monitoring Network in order to determine long-term trends for nitrate in private drinking water wells.

Specific Objectives:

1. Long-term nitrate monitoring of the Southeast MN VNMN.
2. Assist water resource professionals in fulfilling their comprehensive watershed management plans with regard to groundwater protection and nitrate reduction.

Methods

Approximately 600 private well owners will continue to receive nitrate kits at no cost to them. Olmsted County will coordinate with a certified lab to send kits to the participating homeowners in August of 2020 and August 2021. The certified lab will send the results directly to the homeowner and provide Olmsted County and MDA with an electronic copy of the database. Olmsted County will provide the lab with the established homeowner list and database structure and will be responsible for putting together an annual update newsletter to distribute to well owners in the network. MDA, Olmsted County and the well network coordinators will review data from their networks on an on-going basis and assess whether a node should be replaced by a new participant well due to lack of participation by the original well owner volunteer. MDA will perform QA/QC on the sample results and provide a data summary of the results annually.

Partnership Roles

The MDA will develop a Joint Powers Agreement with Olmsted County to accomplish the deliverables set forth in the work plan. Additional partners will then be sub-contracted by Olmsted County to assist in the completion of selected initiatives.

1. **Olmsted County:** overall project coordination and administration, annual newsletter to well owners and volunteer well owner outreach events.
2. **Minnesota Department of Agriculture:** assist with project coordination, organization of results and data summary.

Deliverables

The following are the project deliverables:

- 1) Olmsted County will coordinate sample collection and analysis with a state *certified* lab.
 - a. Compile and Send nitrate sample kits to participants
 - b. Receive and analyze samples for Nitrate-Nitrogen including 10 duplicates/year
 - Preferred Analysis: Nitrate + Nitrite as Nitrogen

- c. Enter results in database and maintain database
- d. Provide homeowners with results by mail (Lab)
- e. Provide MDA with electronic results
- f. Annual newsletter to well owners
- g. Offer discount voucher for testing other analytes.

Equipment Ownership

Any equipment (\$5,000) purchased by Olmsted County for the project will be retained by the state after the project ends.

Budget

Total Project Costs for FY21-22: \$68,310

Olmsted County
Deliverable Schedule and Budget

Exhibit B

| Southeast Volunteer Nitrate Monitoring Network | | | | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------|------------------------------------------|---------------------------------------------|----------------------------|
| Objectives - See Exhibit A | | | | | | | | |
| Please Note: The Governmental Unit has the discretion to transfer up to 10% of the funds between categories without approval the State's Authorized Representative or the State's Authorized Project Manager. However the Governmental Unit shall notify the State's Authorized Project Manager as soon as practicable of the transfer. The State's Authorized Representative or the State's Authorized Project Manager must approve transfers greater than 10%. | | | | | | | | |
| Billing Cycle | Calendar Year | Description of Deliverable | Amount | Postage for Kits and results letters, program invitation letter | Analysis costs and supply costs (such as Bottles, mailers, labels, paper and envelopes) | Discount voucher for additional analytes | Well Coordinators (~\$1100 year per county) | Partnership Administration |
| | | | | | | | | |
| | | Projected Project Start Date is July 1, 2020 | | | | | | |
| Quarter 1' 21 | July-Sept 2020 | phone calls, preparing and mailing sample kits, sample analysis, data entry, data management and results letters; Progress report due 10/30/20 | 20,300 | 4,000 | 11,300 | 500 | 2,500 | 2,000 |
| Quarter 2 '21 | Oct-Dec 2020 | phone calls, sample analysis, data entry, data management and results letters; Progress report due 01/30/21 | 4,500 | - | - | - | 2,500 | 2,000 |
| Quarter 3 '21 | Jan-March 2021 | phone calls; Progress report due 04/30/21 | 4,500 | - | - | - | 2,500 | 2,000 |
| Quarter 4' 21 | April-June 2021 | phone calls, Newsletter, Progress report due 07/30/21 | 4,855 | 250 | 105 | - | 2,500 | 2,000 |
| FY 21 Total | | | 34,155 | 4,250 | 11,405 | 500 | 10,000 | 8,000 |
| Quarter 1' 22 | July-Sept 2021 | phone calls, preparing and mailing sample kits, sample analysis, data entry, data management and results letters; Progress report due 10/30/21 | 20,300 | 4,000 | 11,300 | 500 | 2,500 | 2,000 |
| Quarter 2 '22 | Oct-Dec 2021 | phone calls, data entry, data management and results letters; Progress report due 1/30/22 | 4,500 | - | - | - | 2,500 | 2,000 |
| Quarter 3 '22 | Jan-March 2022 | phone calls; Progress report due 04/30/22 | 4,500 | - | - | - | 2,500 | 2,000 |
| Quarter 4' 22 | April-June 2022 | phone calls, newsletter; Progress report due 07/30/22 | 4,855 | 250 | 105 | - | 2,500 | 2,000 |
| FY 22 Total | | | 34,155 | 4,250 | 11,405 | 500 | 10,000 | 8,000 |
| Total Project | | | 68,310 | 8,500 | 22,810 | 1,000 | 20,000 | 16,000 |

FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: Tom Leisen

Address: 50668 265th Avenue

City, State, Zip: Plainview, MN 55964

Contract No.: 19 Capacity - 1 Total Amount Authorized: 900
(from contract)

| Practice | Quantity | Unit | Unit Rate | Total |
|------------------------------------------|----------|------|-----------|----------|
| Completion of 340 cover crops (30 acres) | 30 | 1 | \$30.00 | \$900.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |

PAYMENT REQUEST: \$900.00

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

Tom Leisen
Payee Signature

7-17-20
Date

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final): 2nd year payment

B. Payment amount requested: \$900.00

C. Total Amount Authorized: \$2,700.00

D. Total previous partial payments: \$900.00

E. Amount available (C - D) \$1,800.00

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

\$900.00

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.

Jennifer L Wahls
Technical Assistance Provider

7/12/2020

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.

Joe Peters
Administrative Sign-off

7/20/2020

Date

Minnesota Cover Crop Design Worksheet

Note: Yellow areas indicate required data. Blue areas indicate optional data.

| | | | |
|-------------------|-------------------------------------|---------------------------|-----------------|
| Name: | Tom Leisen | Program: | SWCD |
| Address: | 50668 265th Ave Plainview, MN 55964 | Contract #: | 19-Capacity-1 |
| Field No.: | same as 2019 | Contract Item No.: | 340 Cover Crops |
| Section: | 36 | Township: | 108 |
| Range: | 12 | Acres: | 30 |

Indicate the decision-maker's objective(s) for applying cover crop, in priority order (1, 2, 3, etc.)

| | | | |
|----------|--------------------------------------|----------|-------------------------------------------------------------------------|
| 3 | Reduce Erosion from Wind & Water | 1 | Suppress excessive weed pressures & break pest cycles. |
| | Improve Soil Moisture use efficiency | 2 | Maintain or increase soil health & organic matter content. |
| | Minimize Soil Compaction | | Reduce water quality degradation by utilizing excessive soil nutrients. |

Seeding Method: ☒ Incorporated Seed ☐ Non-Incorporated Seed

Seeding Window: April 1st-Sept 15th

Termination Method: Herbicide

Fertilizer Applied: none

Primary Crop Planted: corn

| | |
|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Management Considerations: | Weeds will be controlled with clipping or proper herbicides as needed following product label directions and current U of M Use recommendations. Species marked with an asterisk (*) require <i>Rhizobium</i> inoculation. |
| Single species cover crops will generally produce less total biomass than cover crop mixes containing multiple crop types | |

Planned Cover Crop Mixture

| Cover Crop Species | Full Seed Rate of PLS lb/ac | Acres | Percent of Full Rate of PLS | Rate of PLS lb/ac | Total PLS lbs | Crop Type | Seeding Depth (inches) | Seeds per Sq/Ft |
|--------------------|-----------------------------|-------|-----------------------------|-------------------|---------------|-----------------------|------------------------|-----------------|
| Kale | 3 | 30 | 15% | 0.45 | 13.5 | CB | 0.25 - 0.5 | 1.81 |
| Ryegrass, Annual | 15 | 30 | 80% | 12.00 | 360 | CG | 0 - 0.5 | 52.42 |
| Clover, Red* | 8 | 30 | 15% | 1.20 | 36 | CB | 0.25 - 0.5 | 7.50 |
| - | - | - | - | - | - | - | - | 0.00 |
| - | - | - | - | - | - | - | - | 0.00 |
| - | - | - | - | - | - | - | - | 0.00 |
| - | - | - | - | - | - | - | - | 0.00 |
| - | - | - | - | - | - | - | - | 0.00 |
| - | - | - | - | - | - | - | - | 0.00 |
| - | - | - | - | - | - | - | - | 0.00 |
| - | - | - | - | - | - | - | - | 0.00 |
| - | - | - | - | - | - | - | - | 0.00 |
| - | - | - | - | - | - | - | - | 0.00 |
| - | - | - | - | - | - | - | - | 0.00 |
| - | - | - | - | - | - | - | - | 0.00 |
| - | - | - | - | - | - | - | - | 0.00 |
| - | - | - | - | - | - | - | - | 0.00 |
| - | - | - | - | - | - | - | - | 0.00 |
| - | - | - | - | - | - | - | - | 0.00 |
| - | - | - | - | - | - | - | - | 0.00 |
| - | - | - | - | - | - | - | - | 0.00 |
| | | | 110% | Total lbs/PLS | 409.5 | Total Seeds per Sq/Ft | | 61.72 |

Estimated PLS seeding rate (lbs/acre): 13.65

Planned Seeding Depth (inches): 0.333

Notes:

Landowner discussed interseeding rates and species mix with TJ Kartes

Planned By: Jen Wahls

Date: 6/25/2020

Approved By: Jen Wahls

Date: 6/25/2020

JAA: 3

Cover Crop Certification Worksheet

| | | |
|-----------------------------------------------------|----------------------|---------------------------------------------|
| Name: <u>Tom Leisen</u> | | Program: <u>SWCD</u> |
| Address: <u>50668 265th Ave Plainview, MN 55964</u> | | Contract #: <u>19-Capacity-1</u> |
| Site location: <u>same as 2019</u> | | Contract Item #: <u>340 Cover Crops</u> |
| Section: <u>36</u> | Township: <u>108</u> | Range: <u>12</u> Acres Planted: <u>30.0</u> |

Instructions: Document producer's actual cover crop planting information below. Attach or include photos of the cover crop to this Job Sheet.

| Species | Total PLS Pounds Planted |
|-------------------|--------------------------|
| Kale | 42.4 |
| Ryegrass, Annual | 404 |
| Clover, Red* | 40 |
| - | |
| - | |
| - | |
| - | |
| - | |
| - | |
| - | |
| - | |
| - | |
| - | |
| - | |
| - | |
| - | |
| - | |
| - | |
| - | |
| Total Lbs: | 486.4 |

| Practice Check Out Conditions | |
|-------------------------------------|--------------|
| Site Preparation: | |
| light disking | |
| Fertility Used: | |
| none | |
| Date Planted: | 6/26/2020 |
| Planting Depth: | 1.25 inches |
| Planting Method: | Incorporated |
| Weed Control (chemical/mechanical): | |
| Chemical | |
| Termination Method: | |
| Herbicide | |
| Cover Crop Height at Termination: | |
| Irrigated: | No inches |

Notes and Comments:

planted above and beyond what was required of the standard.

Tom Leisen
Producer Signature

7-17-20
Date

I certify that the above information **does** / **does not** meet NRCS specifications for design and installation.

Jennifer L Wahls
Conservationist Signature

7/12/2020
Date

3
JAA

GIS Analysis Work Forestland Protection / Forest Stewardship East Indian and West Indian Creek Watersheds

Project Description

This purpose of this project is to develop parcel-based GIS analyses and mapping for prioritizing forestland protection efforts on private lands in the East and West Indian Creek minor watersheds (HUC 14). This analysis work will support collaborative efforts by all service providers (SWCDs, DNR, consulting foresters, BWSR, NGOs, etc.) to protect working forestlands in the two watersheds. It will help serve as one starting point for encouraging RIM forestry easements in the Blufflands region. It will also help support increased forest stewardship activities on private lands (landowner outreach, forest stewardship plans, cost share, timber harvesting, tree planting, forest restoration, forest health, invasive species management, etc.)

Deliverables

- Watershed mapping – land cover, elevation, slopes, landownership, biodiversity, springs, LSOHC priorities, DNR Forest for the Future and DNR Wildlife Action Network, partner priorities mapping from previous plans and projects, completed projects, and potential to protect maps.
- Landowner tables – with prioritized parcel scoring using methodologies developed by BWSR and DNR Forestry and Fisheries. Riparian, Adjacency, Quality (RAQ) scoring.
- BWSR staff will work with SWCD staff to convene a local technical team meeting of service providers and interested citizens to review the draft mapping and RAQ scoring for both watersheds. Maps and data will be refined based on input gathered.

Applications

- Foundation for collaborative team work on private forest management through the local forestry technical team. DNR Forestry and BWSR staff will provide technical assistance to the team and SWCDs.
- Targeted landowner outreach by local forestry technical team.
- Supports prioritized forestland protection efforts for working forests in concert with public lands and public water resources.
- Initiate development of RIM forestry easements through BWSR in the Blufflands region.
- Supports other forestland protection programs including 2c, SFIA, Forest for the Future/Forest Legacy, HFRP, etc.
- Supports increased forest stewardship activities on private lands (landowner outreach, forest stewardship plans, cost share, timber harvesting, tree planting, forest restoration, forest health, invasive species management, etc.)

Cost Estimate

- Cost estimate to develop and refine the mapping and RAQ scoring is \$2,500.
- Use 2019 county parcel data. Mapping to use existing state data sets and other data readily available.

For more information contact:

Lindberg Ekola

BWSR Forest Stewardship Planning Coordinator

218-537-1194

lindberg.ekola@state.mn.us

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

| | | | | |
|------------------------------------------|----------------------------------------|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------|
| Organization: Wabasha SWCD | Contract Number: 20-CS-3 | 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 Tom Miller | Address 60503 Hwy 42 | City/State Kellogg | Zip Code 55945 |
|---------------------------------------------|------------------------------------|----------------------------------|------------------------------|

* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Conservation Practice Location

| | | | | |
|-------------------------------------|--------------------------------|-----------------------------|-----------------------------|----------------|
| Township Name: Watopa | Township No: 109 | Range No.: 10 | Section No. 7 | 1/4,1/4 |
|-------------------------------------|--------------------------------|-----------------------------|-----------------------------|----------------|

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:

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

412- Grassed Waterway

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/30/2020, this contract will be automatically terminated on that date.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices must include the name of the vendor; materials, labor or equipment used; the component unit costs and the dates the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts.

Applicant Signatures

The land occupier's signature indicates agreement to:

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

| | |
|-----------------|---------------------------------------------------|
| Date 7-22-20 | Land Occupier Thomz Miller |
| Date | Landowner, if different from applicant |
| | Address, if different from applicant information: |

Conservation Practice

The primary practice for which cost-share is requested is: 412-Grassed Waterway

| | | |
|-------------------------------------------------------------------|------------------------------------------------------------------------------------------|-----------------------------------------------|
| Eligible Component Standards & Names 412- Grassed Waterway | Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | Total Project Cost Estimate \$1,600.00 |
| | Ecological Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO | |

Technical Assessment and Cost Estimate

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

| | |
|-----------------|------------------------------------------------|
| Date 7-22-20 | Technical Assistance Provider Willie L. Way |
|-----------------|------------------------------------------------|

Pre-Construction Cover

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

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

Amount Authorized for Financial Assistance

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

| Amount | Program Name | Fiscal Year |
|------------|-----------------------|-------------|
| \$1,026.23 | 2020 State Cost Share | 2020 |
| \$173.77 | 2019 Capacity Funding | 2019 |
| | | |

| | | |
|-------------------|----------------------|---------------------------------------|
| Date 7/23/2020 | Authorized Signature | Total Amount Authorized \$1,200.00 |
|-------------------|----------------------|---------------------------------------|