

Wabasha Soil and Water Conservation District
District Regular Board Meeting
May 23, 2019
8 a.m.
County Annex Conference Room
625 Jefferson Ave.

- I. **CALL MEETING TO ORDER –**
- II. **PLEDGE OF ALLEGIANCE**
- III. **AGENDA**
- IV. **PUBLIC COMMENTS**
Comments limited to 5 minutes per speaker
- V. **CONSENT AGENDA -Board Action**
 - A. Samuel Fessenden AgBMP Loan Application in the amount of \$18,500.00
 - B. Acceptance of the SE MN Well Sealing Program Grant (ID C19-2001) in the amount of \$55,000.00
 - C. Acceptance of the North Fork Zumbro/Mazeppa Channel contract-01 signed by all parties
 - D. Fillmore County SWCD SE MN Well Sealing Program Sub-Agreement acceptance
- VI. **SECRETARY’S REPORT**
 - A. April 25, 2019 Meeting Minutes-**Board Action**
- VII. **TREASURER’S REPORT:**
 - A. March Program Record-**Board Action** (Motion needed to take off table before action can be taken)
 - B. April Program Record-**Board Action**
 - C. District Financial Statements April 2019-**Board Action**
- VIII. **PAYMENT OF MONTHLY BILLS**
 - A. Monthly bills in the amount of \$16,866.07-**Board Action**
- IX. **DISTRICT REPORTS**
 - A. Chair Report – Terry Helbig
 - B. County Commissioners – Don Springer; Rich Hall
 - C. District Manager Report – Terri Peters
 - D. NRCS Report – Phillis Brey
 - E. Ecological Technician Report – Jen Wahls
 - F. District Technician Report- Mitch Rigelman
 - G. District Technician Report- Bill Wayne
 - H. Other –
- X. **OLD BUSINESS**

- A. 1W1P Update-**Board Information**
 - i. 1W1P Kickoff Party
- B. Legislative funding options update-**Board Information**
- C. Update on grant transfers from WRB (AgCertainty and Well Sealing grants)-**Board Information**
 - i. Resolution 05232019-1 Well Sealing Grant agreement to operate under the grant in accordance to our work plan-**Board Action**
- D. MASWCD Resolution Process Meeting and request for resolution ideas-**Board Discussion/Action**
- E. Conservation Farmer of the Year-**Board discussion/Action**
- F. Woodland Manager of the Year-**Board Discussion/Action**

XI. NEW BUSINESS

- A. Wabasha County Budget Request for FY 2020-**Board Discussion/Action**
- B. Wabasha County Family Night on the Farm (Ideas for what should be presented, by whom, who will attend)-**Board Discussion**
- C. Ideas on Board Training-**Board Discussion**
- D. Request for items of interest to be presented at annual convention-**Board Discussion**
- E. Area 7 discussion concerning the overall purpose for having local Area groups throughout the state-**Board Discussion**
- F. Soil Health Demonstration Grant Opportunity-**Board Discussion/Action**
- G. Conservation Corps Work Order Amendment to extend completion date to match grant extension-**Board Action**
- H. Wabasha Soil and Water Conservation District State Cost Share Sinkhole Policy-**Board Action**
- I. Wabasha Soil and Water Conservation District Local Cost Share Policy amended to include sinkholes-**Board Action only if prior item G is adopted**
- J. Craig Reiter AgBMP Loan application in the amount of \$138,000.00 (Replaces 2 other applications and adds items)-**Board Action**
- K. Bill Miller contract amendment LMFR-17RCPP-3WAB Amendment 2 for date extension. Current expiration date is 5/31/19, extended to 12/31/2019 to match NRCS expiration date-**Board Action**
- L. Keith Bremer payment voucher for contract 15-MRLP-4 Basin 1, for \$8,122.05 (total project cost \$9,024.50 with 90% covered) completion of Grade Stabilization Structure (410)-**Board Action**
- M. Gerald (King) Marking contract 2016CWF-05 in the amount of \$11,506.79 (Total cost \$15,050.00) for Grade Stabilization Structure practice 410-**Board Action**

- N. James Dittrich contract 18-CS-1 in the amount of \$11,929.86 (Total cost \$22,573.15) for practice 410 Grade Stabilization Structure & Picket Fence/Buffer/Cattle Exclusion-**Board Action**
- O. Chuck Bremer contract 17-CAP-WS-11 in the amount of \$1,000.00 (Total cost \$2,010.00) for practice 351 Well Decommissioning-**Board Action**
- P. Upcoming Events
 - i. Zumbro River One Watershed One Plan Kickoff Party June 13th 2019 @ 125 Live Rochester MN from 5-8pm
 - ii. Managing the Human Resource-June 19-20, 2019 St. Cloud MN
 - iii. Family Night on the Farm- June 20, 2019
 - iv. Data Practices Training- Jun 27
 - v. Resolution Meeting-June 28th??

XII. Board Reports

- A. WW –
- B. 1W1P-

XIII. PRAP Evaluation

- A. BWSR Representation discussion with board/staff concerning PRAP evaluation—**Board Discussion/Information**

XIV. Adjourn- Board Action

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

AgBMP Loan Application

County: Wabasha Soil and Water Conservation District

Borrower Information: Samuel Fessenden

Company: N/A

"911" Street Address: 12800 48th St NE

(Home Address)

City: Eyota

State: MN

Zip: 55934

Telephone: (315) 283-1548

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

Locate project within 10 acres for Twp/R/Sec on Section Map below
Each square is 10 acres. Check only one.

Brief description of what will be purchased or constructed:

3-4000 gallon Manure Spreader/Injector
Manure pump + Stand pipe
4-500 cu ft TMR Mixer wagon
Skid Steer
* See supplement

Twp #: 108

Range: 12

Sec: 26

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Borrower Signature: Samuel Fessenden

Date: 5/3/2019

PROJECT BUDGET INFORMATION

Category	MAX APPROVED Ag BMP Loan
Ag Waste Management	\$ <u>12,000</u>
Structural Erosion Control	
Conservation Tillage Equipment	
Sewage Systems	
All Other Practices	<u>18,500</u>

FARM OPERATION INFORMATION

Animal Units: (Facilities with NPDES permits or > 1000 au are ineligible)	Beginning: <u>~250</u>	Ending: <u>~275</u>
Primary Animals or Crop Raised:	<u>Dairy cattle & Steers</u>	
Conservation Tillage Acres AFTER project:	<u>200</u>	acres
Total Acres Farmed:	<u>200</u>	acres
Total Project Cost from all Sources:	\$	
Will this be reported in eLink:	Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input checked="" type="checkbox"/>	

Project Approved by: Sam J. Peters

Date: 5-6-19

Completion Certification: This project is complete, operable, and in compliance with accepted standards, specifications or criteria.

Project completion certified by:

Date:

LENDER INFORMATION & LOAN TERMS

Project approval expires on: _____

Other restrictions: _____

Number of
payments per year: _____

Loan
Amortization: _____

Optional
Balloon: ☐ None
Date: ____/____/____

Bank Name and Address: _____

Request # 1- Lender
Signature: _____

Amount
Requested: \$ _____

Date: ____/____/____

This money WILL be sent to you.

Optional
Request # 2 Lender Signature: _____

Amount: \$ _____

Date: _____

Attach copies of the invoices or affidavits provided by the individual borrowers, which support the request for disbursements

FAX, SCAN or MAIL TO: Ag BMP LOAN PROGRAM, Minnesota Department of Agriculture,

625 Robert St N, St Paul, MN 55155-2538

Fax: (651) 201-6109 AgBMP.Loans@state.mn.us

Ag BMP Loan Application---Supplemental Material

Sam and Brenda Fessenden

We are seeking loan assistance through the Ag BMP Program for manure handling equipment and a TMR mixer wagon to improve nutrient management on our planned dairy farm (Silver Spirit Farm). Our fields and farmstead straddle the North Branch of the Whitewater River in Wabasha County.

We plan on purchasing a 3000-4000 gallon liquid manure tanker, pumps, and a skid steer to allow us to collect and apply manure to our fields during optimal times. The tanker will be equipped with an injection/incorporation tool-bar to aid in incorporation to the soil. This will help increase nutrient uptake and decrease run-off risk which will improve our ability to manage water quality on our farm.

We also will purchase a TMR mixer wagon with an integrated scales system which will allow us easily adopt precision feeding technology using the Cornell Net Carbohydrate and Protein System. The company I am currently working for (AMTS) has shown that this feeding approach has been beneficial in the Susquehanna River Watershed (<https://tinyurl.com/y78436o7>). On-farm, precision feeding technology has been shown to reduce N and P excretion by approximately 20% through advanced formulation techniques. [https://doi.org/10.15232/S1080-7446\(15\)31273-0](https://doi.org/10.15232/S1080-7446(15)31273-0).

Cost of Equipment:

~~USE~~

Used TMR Wagon: \$ 15,000

Used Manure tanker: \$ 10,000

Manure Pump + pipe Stand: \$2,000

Skid-steer: \$ 3,500



BOARD OF WATER AND SOIL RESOURCES

FY 2019 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
CLEAN WATER FUND COMPETITIVE GRANTS WELL SEALING PROGRAM
GRANT AGREEMENT

Vendor:	0000202432	VN#:	5J 19960
PO#:	3000010521	Date Paid:	5/14/19

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

This grant is for the following Grant Programs:		
C19-2001	SE MN Well Sealing Program	\$55,000
Total Grant Awarded: \$55,000		

Recitals

1. The Minnesota Laws of 2017, Chapter 91, Article 2, Section 7, appropriated Clean Water Funds (CWF) to the Board for the FY 2019 Clean Water Fund Competitive Grants Program.
2. The Board adopted the FY19 Clean Water Fund Implementation Program Policy and authorized the policy through Board Order #18-33.
3. The Board adopted Board Order #18-72 to allocate funds for the FY 2019 Clean Water Fund Competitive Grants Program.
4. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Marcey Westrick, Clean Water Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, (651) 284-4153, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

TITLE Terri Peters
ADDRESS 611 Broadway Ave. Suite 10
CITY Wabasha, MN 55981
TELEPHONE NUMBER

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

Grant Agreement

1. Terms of the Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. The State will notify the Grantee when this grant agreement has been executed. The Grantee must not begin work under this grant agreement until it is executed.
- 1.2. **Expiration date:** December 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. Grantee's Duties.

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Agreement by reference.

2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.

2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.

2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link the Legislative Coordinating Commission website.

2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2021 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. Time.

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

4. Terms of Payment.

4.1. Grant funds will be distributed in three installments: 1) the first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by BWSR. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the grantee and approved by BWSR.

4.2. All costs must be incurred within the grant period.

4.3. All incurred costs must be paid before the amount of unspent funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.

4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.

4.5. This grant includes an advance payment of 50 percent of the grant's total amount. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. Conditions of Payment.

5.1. All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, *FY19 Clean Water Fund Implementation Program Policy*, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

5.2. Minnesota Statutes §103C.401 (2018) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

6. Assignment, Amendments, and Waiver

6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.

6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. Liability.

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

8. State Audits.

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

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

9. Government Data Practices.

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

10. Workers' Compensation.

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

11. Publicity and Endorsement.

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

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

12. Governing Law, Jurisdiction, and Venue.

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

13. Termination.

13.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

13.3. The State may immediately terminate this grant contract in the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. Data Disclosure.

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers

may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. Prevailing Wage.

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

16. Municipal Contracting Law.

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

17. Constitutional Compliance.

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

18. Signage.

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

19. Intellectual Property Rights.

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

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

Approved:

Wabasha SWCD

Board of Water and Soil Resources

Terri Peters (signing authority for
this grant SWCD board approved at 4-25-19)

By: _____

(print)
Terri Peters
(signature)

Title: District Manager

Date: 5-9-18

By: _____

Title: Asst. Sec. Mgr.

Date: 5-13-19

WABASHA SOIL AND WATER CONSERVATION DISTRICT CONTRACT FOR SERVICES

This contract is between Wabasha Soil and Water Conservation District (SWCD), 611 Broadway Ave., Suite 10, Wabasha, MN 55981 ("SWCD") and WSB & Associates, Inc., 3701 40th avenue SE, Suite 100, Rochester MN 55901 ("CONTRACTOR").

Recitals

1. The SWCD has received funding through a State of Minnesota Grant Agreement, acting through its Minnesota Department of Natural Resources ("State") under Minn. Stat. § 84.026, in which the State is empowered to enter into such an agreement.
2. The State is in need of technical assistance and engineering services for the Wabasha Soil & Water Conservation District (SWCD)/N. Fork Zumbro River-Mazeppa Channel Restoration Project. The CONTRACTOR represents that he is duly qualified and agrees to provide the services described in this contract.

Contract

1 Term of Contract

- 1.1 *Effective date:* March 28, 2019, or the date that all required signatures are obtained, whichever is later.
- 1.2 *Expiration date:* June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contingency

Award of this contract is contingent upon the SWCD's obtaining funds awarded by the State of Minnesota acting through its DNR.

3 Certification

By entering into this contract, the CONTRACTOR certifies that it will comply with the conditions of the applicable provisions of the State of Minnesota Grant Agreement SWIFT Contract Number 149239/3000142697.

4 Scope of Work

See the Scope of Work in the ATTACHED Exhibit A which outlines Contractor's Responsibilities and Deliverables for work completed in the N. Fork Zumbro River-Mazeppa Channel.

5 Payment

The SWCD will be invoiced quarterly by the CONTRACTOR for services performed by the CONTRACTOR under this contract. Payment will be made every quarter when invoices are presented by the CONTRACTOR as the work is completed. Invoices should itemize costs. Payment will be made based on the schedule in Attachment B.

The total obligation of the SWCD for all compensation and reimbursements to the CONTRACTOR under this contract is a maximum of **\$99,956.00**

6 Authorized Representatives

The SWCD's Authorized Representatives are Terri Peters, Wabasha SWCD District Manager, 611 Broadway Ave., Suite 10, Wabasha, MN 55981, (651) 560-2044, or her successor. The CONTRACTOR'S Authorized Representative is Luke Lunde, PSS PCS, Project Manager, 3701 40th Avenue SE, Suite 100, Rochester, MN 55901.

7 Independent Contractor

The CONTRACTOR is an independent contractor and not an employee of the SWCD and is responsible for maintaining his/her own insurance.

8 Amendments, Waiver, and Contract Complete

- 8.1 **Amendments.** Subject to prior written approval by the SWCD, the CONTRACTOR may modify the Scope of Work listed under item 4 above. Modifications to the Scope of Work and any other amendments to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 8.2 **Waiver.** If the CONTRACTOR fails to enforce any provision of this contract, that failure does not waive the provision or his right to enforce it.
- 8.3 **Contract Complete.** This contract contains all negotiations and agreements between the CONTRACTOR and the SWCD. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

9 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible for the acts and behavior of the other party and the results thereof. CONTRACTOR's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.375 and other applicable law.

The CONTRACTOR will maintain commercial general liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. §3.376, subd. 4 with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage. Proof of insurance will be provided by the CONTRACTOR to the SWCD.

10 Government Data Practices

The SWCD must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the CONTRACTOR under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the SWCD or the CONTRACTOR.

If the SWCD receives a request to release the data referred to in this Clause, the SWCD must immediately notify the CONTRACTOR. The CONTRACTOR will give the SWCD instructions concerning the release of the data to the requesting party before the data is released. The CONTRACTOR will provide digital copies of all documents, maps, datasets, and shape files prepared for this grant contract using Microsoft and/or ESRI products.

11 Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from both the SWCD and the CONTRACTOR.

12 Audit

Under Minn. Stat. § 16C.05, subd. 5, the SWCD's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

Either party may terminate this contract at any time, with or without cause, upon 30 days' written notice to the other party. Contracted duties already in progress will be completed and all eligible project costs incurred for the economic analyses already in progress at termination will be reimbursed.

1. WABASHA SWCD

By: 

Title: Wabasha SWCD District Manager

signature authority granted by
SWCD board at 4/25/2019
regular board meeting

2. CONTRACTOR

By: 

Title: Project Manager

Date: 5-15-19

Date: 5-15-19

**Wabasha Soil and Water Conservation District Contract with WSB &
Associates, Inc.**

**Wabasha County Soil & Water Conservation District / N. Fork Zumbro
River - Mazeppa Channel Restoration**

ATTACHMENT A

NATURE AND SCOPE — The North Fork of the Zumbro River was historically dammed near the City of Mazeppa in 1876. Impoundment of the water along with land use changes resulted in a reservoir that filled with sediment and flattened the natural slope of the river. As a result, the site lacks quality habitat, has high unstable banks and lacks floodplain connectivity.

This project will implement Natural Channel Design (NCD) to restore about 3000 feet of the N. Fork Zumbro River and stabilize reservoir sediments. DNR Ecological and Water Resources (EWR) staff and DNR Fisheries staff have developed a restoration goal to restore the stream and floodplain to a stable form. This project will address bank and stream bed sources of sediment by applying a more stable dimension, pattern and profile to the main stream channel.

PURPOSE — The primary purpose of this project is to restore the geomorphic stability of the stream and reconnect the river with the floodplain. This project will: enhance riparian corridors and buffers, improve fish habitat, address and reduce bed/bank erosion, and improve water quality.

SPECIFICATIONS — Engineering and design will be based on the Natural Channel Design requirements below.

1. Project design and approach should be fundamentally based on restoration as defined by Frissel and Ralph Restoration is the act of relaxing human constraints on the development of natural patterns of diversity, where restoration measures should not focus on directly recreating natural structures or states but on identifying and reestablishing the conditions under which natural states create themselves.
2. Design based on stable natural reference channels within the project stream when possible.
3. Rely on geomorphic and ecological processes for long-term stability, habitat formation and ecological health.
4. Use natural materials only (no non-biodegradable manmade materials such as geotextile fabric).
5. Minimize use of and reliance on structures. Structures should be viewed as temporary measures until self-sustaining processes take over.

Project design (Concept, 60% and 95% plan sets) shall be coordinated with, and approved by Luther Aadland (MNDNR Stream Restoration Coordinator) and Terri Peters (Wabasha SWCD District Manager).

Luther Aadland (or other REU staff)
Minnesota Department of Natural Resources
1509 1st Avenue North
Fergus Falls, Minnesota 56537
Phone: (218) 739-7576 Ext. 235
Luther.aadland@state.mn.us

Terri Peters
Wabasha Soil and Water Conservation District
611 Broadway Ave., Suite 10
Wabasha, MN 55981
Phone (651)560-2044
terri.peters@mn.nacdnet.net

N. Fork Zumbro River-Mazeppa Channel Contract-01

The Wabasha County Soil and Water Conservation District (SWCD), under the direction of Terri Peters, District Manager, will secure and administer the construction contract for this project.

PROJECT COORDINATION - The contractor will coordinate its schedule with the Wabasha County SWCD and its representative. Additionally, the contractor shall coordinate work with permitting agencies, including, but not limited to, the MNDNR, MPCA, USFWS, and the USACE.

PROJECT UPDATES AND PROGRESS —The Consultant will be responsible for reporting updates to Terri Peters at the SWCD and Amanda Hillman with MNDNR (contact information above). These updates are necessary for reporting to the Lessard-Sams Outdoor Heritage Council which funded \$750,000 for “the project.” These updates will include project accomplishments and provide itemized detail of budgeted dollars and dollars spent.

COMPLETION — Substantial completion for riffles, channel excavation, site cleanup, and site restoration shall be June 1, 2023. Stream channel restoration and all final adjustments shall be completed by June 30, 2023. Work completed after this date will not be reimbursable.

CONSTRUCTION AND ENVIRONMENTAL DISTURBANCE REQUIREMENTS - The contractor shall take appropriate measures to restrict the losses or disturbance of soil, vegetative cover, and pollutants (chemical or biological) from the project site. Construction shall take place in a manner which minimizes re-suspension of river sediments.

ATTACHMENT B

Payment Schedule

- A. 50% of Preliminary Engineering and Design Engineering fees will be paid when plans 90% are submitted to SWCD for review.
- B. 35% of Preliminary Engineering and Design Engineering fees will be paid when all SWCD comments have been addressed, Bid Documents are submitted, and the project is out for bids.
- C. 15% of Preliminary Engineering and Design Engineering fees will be paid after bid opening and evaluation of bid abstract and recommendation of award.
- D. Quarterly billing for the following during construction:
 - a. Construction engineering
 - b. Construction Quality Control
 - c. Construction Contract Administration
 - d. Final Construction Documentation will be paid when all tasks have been completed



FY2019 SE MN WELL SEALING PROGRAM SUB-AGREEMENT BETWEEN THE WABASHA SOIL AND WATER CONSERVATION DISTRICT AND FILLMORE SOIL AND WATER CONSERVATION DISTRICT

This **AGREEMENT** is between the Wabasha Soil and Water Conservation District (hereinafter referred to as "the District"), 611 Broadway Ave., Suite 10, Wabasha, MN 55981 and Fillmore Soil and Water Conservation District (hereinafter referred to as "the Subrecipient").

1. STATEMENT OF PURPOSE

The purpose of this **AGREEMENT** is to clarify the roles and responsibilities of the parties regarding the project entitled, "SE MN Well Sealing Program" (hereinafter referred to as "the Project") made possible through a grant received from the Board of Water and Soil Resources (BWSR) Clean Water Fund (CWF)

11. SCOPE OF SERVICES AND SPECIFIC DUTIES

The District has agreed to provide funding to the Subrecipient for implementation of the Project. The Subrecipient will complete the duties described in "Exhibit A" for each recipient. Subject to approval by the authorized representative of the District, the Subrecipient may modify "Exhibit A" through a written addendum to this Agreement which is signed by both parties. Some changes may require approval of the grantor, BWSR.

The Subrecipient also agrees to adhere to the provisions of the attached State of Minnesota Grant Agreement, including "Exhibit A" (Project Workplan)

111. PAYMENT TERMS AND REPORTING REQUIRMENTS

A. REPORTING. The Sub-recipient will submit invoices to the District documenting progress toward completion of deliverables/activities outlined in Exhibit A. The sub-recipient will notify the District of their intent to contract with a landowner for Practice Implementation prior to approval of the contract. This notification should include the dollar amount, so the District can confirm whether or not there are sufficient funds for the proposed project.

B. TERM. The Sub-recipient may expend grant funds toward completion of deliverables/activities in Exhibit A from the final signing of this agreement by all parties to November 30, 2020, or until all work under this Agreement is completed and payments made, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

C. AMOUNT. During the term of this agreement, the Sub-recipient may bill the District up to \$5,000 for work completed as described in Exhibit A for expenses incurred toward completion of their portion of the eLINK work plan. This equal amount will be allocated initially to each sub-recipient equally. Once expended, need for further funds may be reevaluated on a regional basis with consideration to priorities described as the levels of priority in Exhibit A and available funds will be redistributed accordingly.



D. PAYMENT SCHEDULE. All payments will be a reimbursement. Upon execution of this Agreement the Sub-recipient may present itemized invoices to the District for work actually performed and the supporting documentation. The District will provide a copy of the invoice to be completed for all reimbursement requests, including Ag Practice Implementation (cost-share).

The District will process reimbursement to the Sub-recipient upon receipt of a qualifying invoice. There may be delays in payment from waiting for the District approval or if reimbursement requests overlap a BWSR allocation of the next 40% or 10% of the grant. Invoices for payment will be sent to: (or his/her successor)

Terri.peters@mn.nacdn.net

Or Terri Peters, District Manager 611 Broadway Ave., Suite 10 Wabasha, MN 55981

IV. CONTRACT CLAUSES

A. Ownership of Project Materials. All materials prepared or developed by the Subrecipient hereunder, including documents, notes, reports, data, and samples shall become the property of the District when prepared, whether delivered to the District or not, and shall be delivered to the District upon request. The District will be responsible for responding to any data practices requests pertaining to this data.

B. Changes. The District may at any time issue written directions requiring additional work within the Work Plan and any amendments thereto, or directing the addition of, omission of, or variation in Work. If such direction results in a material change in the amount or character of Work, Subrecipient will prepare a scope of Work and cost estimate and forward it to District's representative. District may issue the Subrecipient notice to proceed with this change or request an alteration in the scope of Work, or not authorize the Work.

C. Indemnity and Hold Harmless. Subrecipient shall indemnify the District, its directors, officers, employees, and agents against damages, penalties, costs, or expenses incurred in connection with any alleged violation of any federal, state, or local law or regulation regulating the Work performed hereunder or any part thereof. Subrecipient agrees to indemnify and hold harmless the District, its directors, officers, employees, and agents against and from loss, claims, or suits, including costs and attorney's fees, for, or on account of injury, bodily or otherwise, or death, of persons, or damage to or destruction of property belonging to the District or others arising out of the negligent performance of the Work hereunder by the Subrecipient. Subrecipient shall, in no event, be liable for loss or damage attributable to District or its representatives or agents. Subrecipient's liability shall be limited by the provisions of Minnesota Statutes Chapter 466 or other applicable law. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.



- D. Non-assignment.** Subrecipient shall not assign this Agreement nor delegate or subcontract any of the Work to be performed without the District's written consent. If assignment, delegation, or subcontract is done with such consent, it shall not relieve Subrecipient from its responsibility for the performance of any of its obligations hereunder.
- E. Complete Agreement.** This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understandings, agreements and representations. There are no oral or written understandings, agreements or representations not specified herein.
- F. Independent Contractor Status.** Subrecipient is an Independent Contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures between the parties. Subrecipient will be responsible for any federal or state taxes applicable to this payment. No tenure or any rights or benefits, including workers' compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, Public Employment Retirement Association or other benefits available to Subrecipient employees, shall accrue to the District or its employees performing services under this Agreement.
- G. Worker Health, Safety and Training.** Subrecipient shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Subrecipient shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Subrecipient shall ensure all personnel of Subrecipient and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Subrecipient shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Subrecipient



H. Legal Compliance. Subrecipient and the District shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted.

I. Data Privacy. For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Subrecipient in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy.

J. Business Records. Subrecipient shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Subrecipient's profession. Subrecipient shall maintain such records for at least 6 years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. The District shall have the right to audit and review all such documents and records at any time during Subrecipient's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by the District and either the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute

§16C.05, subd 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract.

K. Force Majeure. Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities other than Wabasha County or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.

L. Waiver. The failure of the District or Subrecipient to enforce one or more of the terms or conditions of the Contract or to exercise any of its rights or privileges, or the waiver by either party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

M. Notices. All official notices, shall be sufficiently given when delivered or mailed, certified mail, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

For the District: 611 Broadway Ave., Suite 10, Wabasha, MN 55981 For
Fillmore Soil and Water Conservation District: 900 Washington Street, Preston,
MN 55965



- N. Interpretation, Jurisdiction and Venue.** All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota. Both parties hereby consent and submit to the jurisdiction of the appropriate courts of Minnesota or of the United States having jurisdiction in Minnesota for adjudication of any suit or cause of action arising under or in connection with the contract documents, or the performance of such contract, and agrees that any such suit or cause of action may be brought in any such court.
- O. Severability.** The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
- P. Agreement to Mediate Disputes.** In the event that any dispute arises between the parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the parties may agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. Any party to the dispute may give written notice to the other party of his or her desire to commence mediation, and a mediation session must take place within [30] days after the date that such notice is given.
- The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within [7] days after a party has given notice of a desire to mediate the dispute, any party may apply to any organization or person agreed to by the parties for appointment of a mediator.
- The parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a party for representation by counsel at the mediation.
- Q. Default and Termination.** Either party by written notice of default (including breach of contract) to the other party may terminate the whole or any part of this agreement if the other party fails to perform any of the provisions of this contract, and after receipt of written notice from the first party, fails to correct such failures a period of 10 days or such longer period as the first party may authorize in writing after receipt of notice from the first party specifying such failure.
- R. Merger Clause.** This agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent,



modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

V. AGREEMENT EFFECTIVE DATE This agreement is effective upon execution by all parties. Approved and accepted for:

FOR THE WABASHA SOIL AND WATER CONSERVATION DISTRICT

Terri Peters

Terri Peters, District Manager
As assigned by the District Board of Supervisors

5-20-19

Date

FOR THE SUBRECIPIENT

Li M

Name

5-16-19

Date

Board Chair

Title

Wabasha Soil and Water Conservation District
District Regular Board Meeting
April 25, 2019
8 a.m.
County Annex Conference Room
625 Jefferson Ave.

- I. **CALL MEETING TO ORDER** – Meeting called to order at 8 a.m. by Chair Terry Helbig
Supervisors Present: Terry Helbig, Chair; Lynn Zabel, Vice Chair; Larry Theismann,
Secretary; Chuck Fick, Treasurer; Nate Arendt, member

Staff Present: Terri Peters, District Manager; Dennis Stelling, SWCD

Others Present: Sharleen Klennert, citizen; Frank Klennert, citizen

- II. **PLEDGE OF ALLEGIANCE**

- III. **AGENDA**

*Moved by Arendt, seconded by Fick to approve the agenda with the addition of Item G2,
G3, G4 and G5 under new business and Item ii under upcoming events.*

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

- IV. **PUBLIC COMMENTS**

Comments limited to 5 minutes per speaker

- V. **CONSENT AGENDA -Board Action**

A. MAWQCP Grant reassignment executed 4/22/19

Moved by Zabel, seconded by Arendt to approve the consent agenda

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

- VI. **SECRETARY'S REPORT**

A. March 28, 2019 Meeting Minutes-Board Action

*Moved by Fick, seconded by Arendt to approve the March 28, 2019 minutes as
presented*

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

- VII. **TREASURER'S REPORT:**

A. February Program Record-Board Action (Motion needed to take off table before
action can be taken)

*Moved by Fick, seconded by Arendt to remove the February program record from the
table*

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

Moved by Fick, seconded by Arendt to approve the February program record as presented

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

B. March Program Record-**Board Action**

Moved by Zabel, seconded by Fick to table the March program record until May

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

C. District Financial Statements March 2019-**Board Action**

Moved by Zabel, seconded by Theismann to approve the March 2019 District financial statements

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

VIII. PAYMENT OF MONTHLY BILLS

A. Monthly bills statement provided at meeting-**Board Action**

Moved by Arendt, seconded by Fick to approve the payment of monthly bills in the amount of \$13,255.99

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

IX. DISTRICT REPORTS

A. Chair Report – Terry Helbig

B. County Commissioners – Don Springer; Rich Hall

C. District Manager Report – Terri Peters

D. NRCS Report – Phillis Brey

E. Ecological Technician Report – Jen Wahls

F. District Technician Report- Mitch Rigelman

G. District Technician Report- Bill Wayne

H. Other –

X. OLD BUSINESS

A. 1W1P Update-**Board Information**

B. Legislative funding options update-**Board Information**

C. Partner Meeting wrap-up debriefing-**Board Information**

D. Update on grant transfers from WRB (AgCertainty and Well Sealing grants)-**Board Information**

E. PRAP Grant Follow Up with BWSR-**Board Information**

F. Safe Deposit Box-**Board Action**

Moved by Arendt, seconded by Theismann to cancel renewal of the safe deposit box at Bank of Alma and to have staff research potential use of existing safe in the office or potential upgrades of filing cabinet to provide fireproof security.

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

XI. **NEW BUSINESS**

A. MASWCD Resolution Process Meeting and request for resolution ideas-**Board Discussion/Action**

B. Terri Peters Laptop Replacement due to notice of hard drive failure from NRCS IT support-**Board Discussion/Action**

Moved by Zabel, seconded by Fick to replace hard drive or computer for District Manager, based on NRCS IT recommendation

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

C. Kurt King contract 18-CWMA-7 for \$1,500 (total project estimate: \$2,000 CWMA 18) 6ac brush mgmt. practice 314-**Board Action**

Moved by Arendt, seconded by Fick to approve Kurt King contract 18-CWMA-7 for \$1,500.00 for 6 acres of brush management (practice 314)

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

D. Jordan Flynn contract 18-CWMA-8 for \$500 (total project estimate: \$666.67 CWMA 18) 2ac brush mgmt. practice 314-**Board Action**

Moved by Fick, seconded by Arendt to approve Jordan Flynn contract 18-CWMA-8 for \$500.00 for 2 acres of brush management (practice 314)

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

E. Gerard (King) Marking contract 410 WASCOB 2016CWF-04 for \$9,022.50 (total project estimate: \$10,025 2015 CWF – MRLP project)-**Board Action**

Moved by Arendt, seconded by Theismann to approve Gerard (King) Marking contract 2016-CWF-04 for \$9,022.50

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

F. Darrel Klein Contract 17-SCS-1 Amendment 1 to change contract funding source to 2017 Capacity and change contract number to 17-Capacity-10 -**Board Action**
Moved by Fick, seconded by Arendt to approve Darrel Klein contract 17-SCS-1 Amendment #1 to change contract funding source to 2017 Capacity and to change contract number to 17-Capacity-10

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

G. County of Olmsted Building Lease Agreement for MAWQCP employee office space-
Board Action

Moved by Zabel, seconded by Fick to approve the County of Olmsted building lease agreement for MAWQCP employee office space

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

G2. Signature authority for District Manager to sign the Well Sealing WRB Grant and sub-agreements.

Moved by Arendt, seconded by Fick to grant signature authority to the District Manager for the WRB Well Sealing grant

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

G3. Signature authority for the District Manager to sign the MAWQCP grant and sub agreements transferred from WRB to Wabasha SWCD

Moved by Nate, seconded by Fick to grant signature authority to the District Manager for the MAWQCP grant and sub agreements transferred to Wabasha SWCD from the WRB

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

G4. Signature Authority for District Manager to sign the contract with WSB & Associates for the North Fork Zumbro/Mazeppa Channel project in the amount of \$99,956.00

Moved by Fick, seconded by Theismann to grant Terri Peters signature authority for the WSB & Associates contract for the North fork Zumbro/Mazeppa Channel project in the amount of \$99,956.00

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

G5. Motor pool agreement with Olmsted County for MAWQCP employee use of county vehicle

Moved by Fick, seconded by Arendt to approve the motor pool agreement with Olmsted County

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None
Motion Carried

H. Upcoming Events

- i. 5th grade field day-May 13th
- ii. Resolution Meeting-June 28th??
- iii. Woodland manager of the year
- iv. Conservation Farmer of the year

XII. Board Reports

- A. WW –
- B. 1W1P-

XIII. Adjourn- Board Action

Moved by Arendt, seconded by Theismann to adjourn

Affirmative: Arendt, Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

Meeting adjourned at 10:03 a.m.

Respectfully Submitted,

Larry Theismann, Secretary

D	Cash			District Funds			Petty Cash																				
Balance of all cash on hand checking, savings, and investments.				Funds come primarily from fees for services, and tree sales.			County allocation received in June and December Included LWM Levy and WCA match amounts																				
Receipts				Disbursements			Balance			Receipts			Disbursements			Balance											
3/1/2019																											
Beginning Balance																											
GENERAL LEDGER ACCOUNTS																											
Sales Tax Liability																											
CD Cashed																											
REVENUE ACCOUNTS																											
Intergov. Rev. - County																											
Intergov. Rev. - State				4,000.00																							
Intergov. Rev. -Federal																											
Charges for Goods & Services				780.14						780.14																	
Interest - CD's																											
Interest - Money Market				760.42						760.42																	
Other																											
EXPENDITURE ACCOUNTS																											
Personnel Services				53.97			23,545.42			53.97			23,545.42														
District Operations							3,378.27						3,364.27			14.00											
Supplies				59.00						59.00																	
Mileage										163.56																	
Project Expense-Local																											
Project Expense-State				1,870.61																							
Project Expense-Federal																											
Distribute Hours Worked										32,666.66																	
3/31/2019 Ending Balance				5,653.53			28,794.30			34,483.75			26,909.69			258,319.31			0.00			14.00			28.87		

Checks and Balances	District Funds plus all fund balances	
	Beginning=Beginning Cash. Should match	
	QuickBooks and Bank Statement Cash Balances	\$631,411.79
	Balances=Ending Cash Balance (use to start following month). Should match Quickbooks and Bank Statement Cash Balances	
		\$607,381.75

2019 County Funds			FY2019 Conservation Delivery			FY 2018 Easement Delivery			FY 2017 State Cost Share			FY 2018 State Cost Share		
County allocation received in June and December Included LWM Levy and WCA match amounts			P19-8145, \$19,619 grant period 1/2/2018 to 12/31/2020 (The District records only administrative costs here, admin is recorded here as tracking tool of admin. Costs, once expended District/County funds are reduced)			Work Order No. 79-17-W001, grant period 9/13/2017 to 1/31/2022			P17-1259, \$15,401 grant period 8/24/2016 to 12/31/2018 (\$3080.20 allowed for TA) Grant amended to extend expiration date to 12/31/2019			P18-2837, \$15,401 grant period 1/3/2018 to 12/31/2020		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$1,063.92	(\$6,580.18)	\$0.00	\$0.00	\$1,982.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,271.62	\$0.00	\$0.00	\$12,320.80
<div>\$91.06</div>														

FY 2019 State Cost Share			2017 SWCD Local Capacity Services				2018 SWCD Local Capacity Services				2019 SWCD Local Capacity Services			
P19-2247, \$15,401 grant period 1/3/2018 to 12/31/2020			FY2017 \$100,000 P17-7085 Grant Period 03/09/2017 to December 31, 2019				FY2018 \$100,000 P18-7145 Grant Period 01/03/2018 to December 31, 2020				FY2019 \$100,000 P19-2416 Grant Period 10/23/2018 to December 31, 2021			
Receipts	Disbursements	Balance	Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance
\$0.00	\$0.00	\$15,401.00	\$0.00	\$0.00	\$0.00	\$21,575.58	\$0.00	\$106.14	\$0.00	\$30,360.27	\$0.00	\$9,431.80	\$0.00	\$83,353.24

FY19 LWM				FY18 Wetland Conservation (NRBG)				FY19 Wetland Conservation (NRBG)				Fillmore WCA Shared Service (NRBG)		
P19-4884 \$14,177 Levy match required grant period 2/5/2018 to 12/31/2020				P18-0964 \$12,118 1:1 match required (match must still be met no \$ received for match) grant period 2/5/2018 to 12/31/2020				P19-3909 \$12,118 1:1 match required (match must still be met no \$ received for match) grant period 2/5/2018 to 12/31/2020				Reimbursed for work done on a quarterly basis		
Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Balance
\$0.00	\$4,221.47	\$6,124.84	\$7,713.64	\$0.00	\$0.00	\$4,655.08	\$573.48	\$0.00	\$0.00	\$12,118.00	\$12,118.00	\$0.00	\$588.49	(\$942.68)
221.99														
\$4,597.19				\$313.86								\$863.12		
\$0.00	\$4,819.18	\$6,124.84	\$2,894.46	\$0.00	\$313.86	\$4,655.08	\$259.62	\$0.00	\$0.00	\$12,118.00	\$12,118.00	\$0.00	\$863.12	(\$1,805.80)

FY2016 CWMA			FY2018 CWMA			2015 Protecting and Restoring WQ MRLP Project			2016 and 2017 AIS		
C16-3353 \$15,000 25% cash or in-kind match required, effective date 6/17/2016. 50/40/10			C16-3353 \$15,000 25% cash or in-kind match required, effective date 01/26/2018. 100% received			2015 CWF Subcontracted through Goodhue. Grant period 04/7/2015 to 12/31/2018. Bill sent to Goodhue for hours worked.			Program funds for gap period carried forward		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$0.00	(\$1,500.00)	\$0.00	\$0.00	\$10,012.08	\$0.00	\$39.23	(\$111.38)	\$0.00	\$3,603.43	\$112,354.29
\$1,500.00									<div></div> <div>\$17.98</div> <div></div> <div>\$2,733.20</div>		
\$1,500.00	\$0.00	\$0.00	\$0.00	\$65.39	\$9,946.69	\$0.00	\$0.00	(\$111.38)	\$0.00	\$2,751.18	\$109,603.11

AgCertainty			FY2019 MAWQCP Promo (AgCertainty)			FY2018 MDA WEED Grant			CRP/CCRP		
Bill for time and expenses. JPB FUNDING THROUGH MDA.			\$2500 for landowner outreach and promotion			SWIFT Contract/PO No. 3000027693 140471 Grant executed 4/27/2018 exiration 11/16/2018 for \$20,000			Bill per plan when we have contribution agreement		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$6,620.63	\$1,580.28	(\$3,664.26)	\$0.00	\$0.00	\$664.28	\$0.00	\$78.47	\$5,736.68	\$0.00	\$0.00	\$0.00
			\$2,500.00								
	\$20.12										
	\$2,350.16										
\$0.00	\$2,370.28	(\$6,034.54)	\$2,500.00	\$0.00	\$3,164.28	\$0.00	\$0.00	\$5,736.68	\$0.00	\$0.00	\$0.00

Volunteer Nitrate Monitoring			FY2018 Buffer Initiative (BWSR)			FY2019 Buffer Initiative (BWSR)			2019 DNR Forestry Plan Writing			319 Funding		
Bill quarterly for work done as requested by SEMNWRB			P18-3662 \$20,000, Grant period 1/2/2018 - 12/31/2020			FY2019 \$100,000 P19-2506 Grant Period 10/23/2018 to December 31, 2021						Reducing Bacteria from SE MN Feedlots May14, 2018 to December 31, 2020		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance				Receipts	Disbursements	Balance
\$174.40	\$100.00	(\$814.47)	\$0.00	\$990.21	\$3,051.38	\$0.00	\$0.00	\$20,000.00		\$31.86	(\$31.86)	\$3,038.29	\$0.00	\$0.00

2017 RCPP			2018 Buffer Implementation			CREP/RIM			N Fork Zumbro Mazeppa			NFWF Planning Grant		
Regional Conservation Partnership Program. EQIP plus State Funds for Lower Mississippi Feedlot Management in Minnesota. 300 to 500 animal units. Funds through JPB			P18-5519 2018 Buffer Cost Share (Wabasha SWCD) executed 7/20/2017 expiration 12/31/2019			P18-6398 1018-CREP Outreach and Implementation (Wabasha SWCD) executed 11/30/2017 expiration 06/30/2020 \$29,250.00 available and reimbursed as reported.			Fiscal Agent for project Reimbursable through DNR Final Request for payment must be submitted on or before June 30, 2023					
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$78,695.44	\$69,948.63	\$47,315.48	\$0.00	\$0.00	\$2,324.34	\$0.00	\$392.33	(\$522.76)	\$0.00	\$40.02	(\$337.66)	\$0.00	\$889.27	(\$889.27)
												\$9.86		
						\$823.88			\$716.74			\$1,935.47		
\$0.00	\$0.00	\$47,315.48	\$0.00	\$0.00	\$2,324.34	\$0.00	\$823.88	(\$1,346.64)	\$0.00	\$716.74	(\$1,054.40)	\$0.00	\$1,945.33	(\$2,834.60)

<div>Red=Mileage Blue=Billable time Charges Orange=Adjustment of program to reduce County Funds Green=Adjustment of Negative Programs with no funds coming to equal zero and reduce</div>		Cash			District Funds			Petty Cash		
		Balance of all cash on hand checking, savings, and investments.			Funds come primarily from fees for services, and tree sales.			County allocation received in June and December Included LWM Levy and WCA match amounts		
		Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
4/1/2019	Beginning Balance			\$607,381.75			\$258,319.31	\$0.00	\$14.00	\$28.87
GENERAL LEDGER ACCOUNTS				\$607,381.75			\$258,319.31			
Sales Tax Liability				\$607,381.75			\$258,319.31			
CD Cashed				\$607,381.75			\$258,319.31			
REVENUE ACCOUNTS				\$607,381.75			\$258,319.31			
Intergov. Rev. - County				\$607,381.75			\$258,319.31			
Intergov. Rev. - State		2,346.38		\$609,728.13			\$258,319.31			
Intergov. Rev. -Federal				\$609,728.13			\$258,319.31			
Charges for Goods & Services		\$2,444.54	\$3,137.17	\$609,035.50	\$2,444.54	\$3,137.17	\$257,626.68	\$20.00	\$20.00	
Interest - CD's				\$609,035.50			\$257,626.68			
Interest - Money Market		\$778.91		\$609,814.41	\$778.91		\$258,405.59			
Other		\$120.00		\$609,934.41	\$10.00		\$258,415.59	\$120.00	\$10.00	
EXPENDITURE ACCOUNTS				\$609,934.41			\$258,415.59			
Personnel Services			\$27,127.60	\$582,806.81		\$27,127.60	\$231,287.99			
District Operations			3,821.79	\$578,985.02		3,821.79	\$227,466.20			
Supplies				\$578,985.02			\$227,466.20			
Mileage				\$578,985.02	\$574.20		\$228,040.40			
Project Expense-Local				\$578,985.02			\$228,040.40			
Project Expense-State			122.96	\$578,862.06			\$228,040.40			
Project Expense-Federal				\$578,862.06			\$228,040.40			
Distribute Hours Worked				\$578,862.06	\$37,190.87					
4/30/2019	Ending Balance	\$5,689.83	\$34,209.52	\$578,862.06	\$40,998.52	\$34,086.56	\$265,231.27	\$140.00	\$30.00	\$138.87

Checks and Balances	District Funds plus all fund balances	
	Beginning=Beginning Cash. Should match QuickBooks and Bank Statement Cash Balances	\$610,216.35
	Balances=Ending Cash Balance (use to start following month). Should match Quickbooks and Bank Statement Cash Balances	\$578,862.06

2019 County Funds			FY2019 Conservation Delivery			FY 2018 Easement Delivery			FY 2017 State Cost Share			FY 2018 State Cost Share		
County allocation received in June and December Included LWM Levy and WCA match amounts			P19-8145, \$19,619 grant period 1/2/2018 to 12/31/2020 (The District records only administrative costs here, admin is recorded here as tracking tool of admin. Costs, once expended District/County funds are reduced)			Work Order No. 79-17-W001, grant period 9/13/2017 to 1/31/2022			P17-1259, \$15,401 grant period 8/24/2016 to 12/31/2018 (\$3080.20 allowed for TA) Grant amended to extend expiration date to 12/31/2019			P18-2837, \$15,401 grant period 1/3/2018 to 12/31/2020		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$5,703.54	(\$12,283.72)	\$4,866.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,271.62	\$0.00	\$0.00	\$12,320.80
<div>\$117.74</div>														
	\$19,489.47		\$9,389.49	\$9,389.49										
\$0.00	\$19,607.21	(\$31,890.93)	\$9,389.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,271.62	\$0.00	\$0.00	\$12,320.80

FY 2019 State Cost Share			2017 SWCD Local Capacity Services				2018 SWCD Local Capacity Services				2019 SWCD Local Capacity Services			
P19-2247, \$15,401 grant period 1/3/2018 to 12/31/2020			FY2017 \$100,000 P17-7085 Grant Period 03/09/2017 to December 31, 2019				FY2018 \$100,000 P18-7145 Grant Period 01/03/2018 to December 31, 2020				FY2019 \$100,000 P19-2416 Grant Period 10/23/2018 to December 31, 2021			
Receipts	Disbursements	Balance	Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance
\$0.00	\$0.00	\$15,401.00	\$0.00	\$1,498.00	\$0.00	\$20,077.58	\$0.00	\$0.00	\$0.00	\$30,360.27	\$0.00	\$10,033.15	\$0.00	\$73,320.09

FY19 LWM				FY18 Wetland Conservation (NRBG)				FY19 Wetland Conservation (NRBG)				Fillmore WCA Shared Service (NRBG)		
P19-4884 \$14,177 Levy match required grant period 2/5/2018 to 12/31/2020				P18-0964 \$12,118 1:1 match required (match must still be met no \$ received for match) grant period 2/5/2018 to 12/31/2020				P19-3909 \$12,118 1:1 match required (match must still be met no \$ received for match) grant period 2/5/2018 to 12/31/2020				Reimbursed for work done on a quarterly basis		
Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Balance
\$0.00	\$4,819.18	\$6,124.84	\$2,894.46	\$0.00	\$313.86	\$4,655.08	\$259.62	\$0.00	\$0.00	\$12,118.00	\$12,118.00	\$0.00	\$863.12	(\$1,805.80)
41.76				\$19.72										
\$4,030.44				\$1,046.20								\$836.96		
\$0.00	\$41.76	\$2,094.40	\$2,852.70	\$0.00	\$19.72	\$3,608.88	\$239.90	\$0.00	\$0.00	\$12,118.00	\$12,118.00	\$0.00	\$836.96	(\$2,642.76)

FY2016 CWMA			FY2018 CWMA			2015 Protecting and Restoring WQ MRLP Project			2016 and 2017 AIS		
C16-3353 \$15,000 25% cash or in-kind match required, effective date 6/17/2016. 50/40/10			C16-3353 \$15,000 25% cash or in-kind match required, effective date 01/26/2018. 100% received			2015 CWF Subcontracted through Goodhue. Grant period 04/7/2015 to 12/31/2018. Bill sent to Goodhue for hours worked.			Program funds for gap period carried forward		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$1,500.00	\$0.00	\$0.00	\$0.00	\$65.39	\$9,946.69	\$0.00	\$0.00	(\$111.38)	\$0.00	\$2,751.18	\$109,603.11
									<div></div>		
									<div></div>		

AgCertainty			FY2019 MAWQCP Promo (AgCertainty)			FY2018 MDA WEED Grant			RIM Easement Inspection		
Bill for time and expenses. JPB FUNDING THROUGH MDA.			\$2500 for landowner outreach and promotion			SWIFT Contract/PO No. 3000027693 140471 Grant executed 4/27/2018 exiration 11/16/2018 for \$20,000			Work Order		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$2,370.28	(\$6,034.54)	\$2,500.00	\$0.00	\$3,164.28	\$0.00	\$0.00	\$5,736.68	\$0.00	\$0.00	\$0.00
									\$1,450.00		
	\$30.16										
	\$11.00										
	\$1,593.40						\$104.62				
\$0.00	\$1,634.56	(\$7,669.10)	\$0.00	\$0.00	\$3,164.28	\$0.00	\$104.62	\$5,632.06	\$1,450.00	\$0.00	\$1,450.00

Volunteer Nitrate Monitoring			FY2018 Buffer Initiative (BWSR)			FY2019 Buffer Initiative (BWSR)			2019 DNR Forestry Plan Writing			319 Funding		
Bill quarterly for work done as requested by SEMNWRB			P18-3662 \$20,000, Grant period 1/2/2018 - 12/31/2020			FY2019 \$100,000 P19-2506 Grant Period 10/23/2018 to December 31, 2021						Reducing Bacteria from SE MN Feedlots May14, 2018 to December 31, 2020		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance				Receipts	Disbursements	Balance
\$0.00	\$95.57	(\$910.04)	\$0.00	\$679.62	\$2,371.76	\$0.00	\$0.00	\$20,000.00		\$71.09	(\$71.09)	\$0.00	\$0.00	\$0.00
\$896.38			\$130.50											
\$63.71			\$1,525.45											
\$896.38	\$63.71	(\$77.37)	\$0.00	\$1,655.95	\$715.81	\$0.00	\$0.00	\$20,000.00		\$71.09	(\$71.09)	\$0.00	\$0.00	\$0.00

2017 RCPP			2018 Buffer Implementation			CREP/RIM			N Fork Zumbro Mazeppa			NFWF Planning Grant		
Regional Conservation Partnership Program. EQIP plus State Funds for Lower Mississippi Feedlot Management in Minnesota. 300 to 500 animal units. Funds through JPB			P18-5519 2018 Buffer Cost Share (Wabasha SWCD) executed 7/20/2017 expiration 12/31/2019			P18-6398 1018-CREP Outreach and Implementation (Wabasha SWCD) executed 11/30/2017 expiration 06/30/2020 \$29,250.00 available and reimbursed as reported.			Fiscal Agent for project Reimbursable through DNR Final Request for payment must be submitted on or before June 30, 2023					
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$0.00	\$47,315.48	\$0.00	\$0.00	\$2,324.34	\$0.00	\$823.88	(\$1,346.64)	\$0.00	\$716.74	(\$1,054.40)	\$0.00	\$1,945.33	(\$2,834.60)

Goodhue Admin			Regional MAWQCP			Regional CWF Well Sealing		
Bill Dennis' hourly, benefits, and mileage			Bill MAWQCP for Olmsted staff and expenses, Wabasha staff and expenses, and area promo participants.			50/40/10 taking over for SE WRB		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance

Wabasha Soil and Water Conservation District

Profit & Loss

April 2019

	Apr 19
Ordinary Income/Expense	
Income	
Charges for Services	
Plat Book Sales	35.00
Tree Sales	7,380.29
Total Charges for Services	7,415.29
Intergovernmental Revenues	
State	
Easement Delivery AllocationRIM	1,450.00
State - Other	896.38
Total State	2,346.38
Total Intergovernmental Revenues	2,346.38
Total Income	9,761.67
Gross Profit	9,761.67
Expense	
District Operations	
Other Services and Charges	
Advertising Expense	966.60
Building Rent	864.13
Education and Information	334.28
Internet Expense	70.95
Postage	3.50
Subs. and Pubs.	717.90
Supervisor's Expenses	5.38
Supervisor's Mileage	360.76
Telephone Expense	80.29
Vehicle Expenses	
GMC Vehicle Expense	42.07
Hyundia Tucson Vehicle Expense	102.53
Total Vehicle Expenses	144.60
Total Other Services and Charges	3,548.39
Personnel Services	
Employee Salary Permanent	15,942.77
Employer HSA contributions	1,125.00
Employer Life and Health	
66000 - Payroll Expenses	7,309.17
Employer Life and Health - Other	26.00
Total Employer Life and Health	7,335.17
Employer Share FICA	1,145.76
Employer Share Medicare	267.97
Employer Share PERA	1,310.94
Total Personnel Services	27,127.61
Supplies	
Office Supplies	76.02
Total Supplies	76.02
Total District Operations	30,752.02
Project Expenditures	
District	
Tree Expense	3,423.59
Total District	3,423.59
State	
Ag Certainty Expense	11.00
AIS	2,000.00
FY17 Capacity Funding	5.00
FY18 Capacity Funding	65.20

Profit & Loss

April 2019

	Apr 19
LWM NRBG	139.14
Total State	2,220.34
Total Project Expenditures	5,643.93
Total Expense	36,395.95
Net Ordinary Income	-26,634.28
Other Income/Expense	
Other Income	
Interest Income	
Interest Earnings MM's	38.96
Interest Income - Other	739.95
Total Interest Income	778.91
Total Other Income	778.91
Net Other Income	778.91
Net Income	<u>-25,855.37</u>

Wabasha Soil and Water Conservation District
Cash Balances
As of April 30, 2019

	Apr 30, 19
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	73,746.33
Money Market WNB Financial	7,366.68
Peoples State Bank Money Market	478,411.45
Petty Cash	138.87
WNB Financial	19,198.71
Total Checking/Savings	578,862.04
Total Current Assets	578,862.04
TOTAL ASSETS	578,862.04
LIABILITIES & EQUITY	0.00

5:25 PM

05/20/19

Cash Basis

Wabasha Soil and Water Conservation District
Monthly Bills Listing
May 23, 2019

Type	Date	Num	Name	Memo	Account	Split	Paid Amount
May 23, 19							
Liability Check	05/23/2019	10866	Madison National Life	Policy #10869	WNB Financial	24000 · Payroll Liabilities	-53.98
Liability Check	05/23/2019	10867	Metlife		WNB Financial	-SPLIT-	-183.40
Liability Check	05/23/2019	10868	MN Life		WNB Financial	-SPLIT-	-71.45
Liability Check	05/23/2019	10869	MN PEIP	Group Numb...	WNB Financial	-SPLIT-	-4,365.34
Bill Pmt -Check	05/23/2019	10870	Acer Froest and Tree, LLC	DNR forestry ...	WNB Financial	20000 · Accounts Payable	-4,350.00
Bill Pmt -Check	05/23/2019	10871	Dennis Stelling	Mileage from ...	WNB Financial	20000 · Accounts Payable	-60.90
Bill Pmt -Check	05/23/2019	10872	Eagle Nest Coffee House	Meals for 5th ...	WNB Financial	20000 · Accounts Payable	-181.50
Bill Pmt -Check	05/23/2019	10873	HBC	Internet Servi...	WNB Financial	20000 · Accounts Payable	-70.95
Bill Pmt -Check	05/23/2019	10874	Jen Wahls	55 miles for 5...	WNB Financial	20000 · Accounts Payable	-31.90
Bill Pmt -Check	05/23/2019	10875	Mittel Schule, Inc.	Rent	WNB Financial	20000 · Accounts Payable	-864.13
Bill Pmt -Check	05/23/2019	10876	Paul Busch Auto Center, Inc.	GMC Oil Cha...	WNB Financial	20000 · Accounts Payable	-80.15
Bill Pmt -Check	05/23/2019	10877	PolyLock	Recombineate...	WNB Financial	20000 · Accounts Payable	-80.00
Bill Pmt -Check	05/23/2019	10878	Q Media Group LLC		WNB Financial	20000 · Accounts Payable	-720.00
Bill Pmt -Check	05/23/2019	10879	Schumacher's	Tree order	WNB Financial	20000 · Accounts Payable	-2,451.90
Bill Pmt -Check	05/23/2019	10880	Wabasha County Highway Department	Hyundai \$59...	WNB Financial	20000 · Accounts Payable	-204.64
Bill Pmt -Check	05/23/2019	10881	Zumbro Valley Forestry LLC	Stewardship ...	WNB Financial	20000 · Accounts Payable	-2,850.20
Bill Pmt -Check	05/23/2019	10883	Terri Peters (Expenses)	LWM NRBG ...	WNB Financial	20000 · Accounts Payable	-245.63
May 23, 19							-16,866.07

Staff Reports to the Board

May 23, 2019

Jen:

Wetland Conversation Act (WCA) – Fillmore County – 3 MPAR reviews. Continued dialogue on Wisel Creek. Wabasha County – TEP met to review two possible projects and conduct site visits, 1 1026 review.

Conservation Reserve Enhancement Program/ReInvest in MN (CREP/RIM) – No activity this month.

Nat'l Fish & Wildlife Federation (NFWF) – Conservation planning, working through practice plans. Hand-off projects to techs for 1 landowner interested in contour strips and checking waterways, another landowner with 1-2 waterways that may require more. Grade stabe contract for landowner, fits in MRLP (Goodhue CWF) area. Working with landowner along Zumbro on project.

Cooperative Weed Management Area (CWMA) – Checked garlic mustard infestation on landowners. Mailed GM information and letter requesting access to map and treat the area to the neighbors, 6 landowners in total. Working with CCM, MDA, DNR, TU and County partners for vegetation management plan near habitat improvement project.

MN Dept of Ag (MDA) – Planning/coordinating with MDA and CCM re project list.

Local Water Mgmt (LWM) – 5th grade conservation day on Monday, May 13th. Nice

Capacity – 1 landowner interested in inter-seeding cover crops, overlaps with NFWF grant.

Sinkholes, they keep showing up. Developing local policy, mapping locations, coordinating with Bill and Pete for site visits.

Forestry Plan Contract – 7 plans completed, reviewed by Outreach Coordinator and approved by DNR. Payment to plan writers. Coordinating more plans. Developing contract with landowners. Workshop development for college students attending area tech schools for professional development in forestry related field to fulfill “Plan Writer Workshop” portion of grant.

Bill:

Engineering

- Looked at a few potential projects including waterways, grade stabilization structures, and basins
- Surveyed a few grade stabilization structure sights and have been working on the designs
- Have been working on a waterway design for a while now and construction will be starting soon if it hasn't already
- Have a few preliminary designs to present for potential next year projects

- Been out with the soil scientist completing soil borings and geologic reviews
- Looked at a possible stream bank stabilization project with the state engineer
- I worked with Chris Nelson, Charlie Blackburn, Kate Bruss and Dean Thomas on several of these projects

Buffer

- Have been working with landowners to flag and check a few buffers
- Compliance is now at 99.1% and we should be approaching 100%

May Board Report – Mitchell Rigelman

Ag Certainty

Currently working with Mark Root and Larry Peterson to complete assessments for 6 producers seeking certification. New certifications include potential projects that will be evaluated upon site visits to determine funding options and assess needs for a survey.

351 Well Decommissioning

A contract for well decommissioning has been signed for Chuck Bremer in Lake township in a designated protection area. The client has presented an estimate from a contractor to seal the well and is projected to be completed by this summer. A site visit was conducted to photograph and investigate the site to confirm location and document with the GPS unit.

410 Grade Stabilization Structure and small feedlot fix

A contract for construction of a 410 grade stabilization structure has been signed for Jim Dittrich. This project has been re-evaluated and is projected to be constructed late July or early August. Pete Fryer and Chris Nelson are assisting with prior designs completed from 2017 and making any necessary adjustments to facilitate the implementation of the project. An additional buffer and picket fence cattle exclusion area is being implemented to the design to limit feedlot runoff into the drainage area.

Technical Assistance

Survey work and engineering assistance is being provided to multiple producers. Conservation practices currently conducting design work include 1 terrace design, 2 grade stabilization structures, 2 waterways, in addition to preliminary investigations for producers seeking assistance with erosion concerns. A new waterway was constructed and completed in Elgin township which treats a watershed of 30 acres. With the continued assistance and advisement of Chris Nelson and Charlie Blackburn, engineering proficiency grows with each design aiding in JAA experience.

Drone Footage and Training Update

Upon completion of a waterway in Elgin township, the drone was used to capture aerial imagery of completed project, along with video footage of the contractor spreading mulch. An example image is provided below. Drone training is complete, and Mitch is prepared to schedule an exam to complete FAA certification.

Dennis:

Goodhue SWCD

I have been assisting Goodhue SWCD in the absence of Chris Wagner, to keep them on track with bookkeeping and related work. Now, with the passing of Chris, I have offered to assist them in making some changes in their bookkeeping system and to assist them in the transition to whatever their boards determine is the best way for them to move forward, up to including some type of arrangement with Wabasha SWCD, or myself, to assume the bookkeeping/accounting duties.

NRCS Assistance

Typed up the LWG minutes from the partners meeting for Phillis to submit to her upline.

Went through the list of enhancements available under the CSP to see which ones I felt would be potentially beneficial to dairy farmers. Phillis sought my help since I had experience as a dairy farmer.

WRB grants

Wrote some contracts for approval by the county attorney so we can move forward with the sub-agreements to get them in place and move forward on managing the grants.

North Fork Zumbro-Mazeppa

Wrote the contract for services from WSB and sent on to Terri and the county attorney for approval so this project can proceed.

Office Duties

Responded to data request from landowner with a contract from 2009. He was looking for a copy of the contract information. Found and sent to him via email.

Routine office duties.

Drone Photo of the Month



Zumbro River One Watershed One Plan Public Kickoff Party!



THURSDAY, JUNE 13TH Join Us on the Zumbro At 125 Live

Learn more about the
Zumbro River One Watershed, One Plan process, provide input on
priorities and concerns within the watershed, and talk with
planning participants!

Schedule of Events

5:00 PM Open House

5:30 PM Zumbro One Watershed One Plan

Barr Engineering (1st presentation offered)

5:45 PM Open House

6:00 PM Reflections on the Zumbro

John Weiss, PB Reporter & Zumbro River Enthusiast

6:15 PM Open House

7:00 PM Zumbro One Watershed One Plan (2nd presentation)

7:15 –8:00 PM Open House

Date: June 13th

Location: 125 Live
125 Elton Hills Drive
Rochester MN
55901

Time: 5:00 - 8:00 PM

*** FREE Nitrate Screen
for Well Owners***

*** Water Bar ***

*** Water Quality on the
River ***

*** Interactive Displays***

For More Information

[www.co.olmsted.mn.us/
pw/Pages/Zumbro-
1W1P.com](http://www.co.olmsted.mn.us/pw/Pages/Zumbro-1W1P.com)

Visit us
@Olmsted SWCD



The Partnership: Counties & SWCDs of
Olmsted, Dodge, Rice, Goodhue,
Wabasha, City of Rochester & Bear
Valley Watershed District.



Resolution 05232019-1

A Resolution Pertaining to the Well Sealing Grant

Whereas:

Wabasha County SWCD has been awarded the 2019-2021 BWSR Well Sealing Regional Grant and,

Whereas:

Wabasha County SWCD is administering this grant on behalf of the 11-county region involved in the grant and,

Whereas:

Wabasha County SWCD is also participating in the implementation of the well sealing grant as part of its work plan,

Therefore, be it resolved:

That Wabasha SWCD will adopt Exhibit A (Work Plan) for implementation in Wabasha County and,

Be it finally resolved:

That the implementation of the Work Plan (Exhibit A) and the grant administration for the regional grant and the guidelines for each be considered two separate activities of the Wabasha SWCD and will be carried out as two separate activities.



Exhibit A (Work Plan)
Clean Water Fund FY 2019
SE MN Regional Well Sealing

OBJECTIVE:

To protect drinking water by sealing wells in the most vulnerable groundwater areas of the region. Reference attached map for eligible counties and areas. Participating counties could potentially include: Fillmore, Goodhue, Wabasha, Rice, Mower, Winona, Houston, Dodge, Steele, Olmsted. Some counties will opt out of acceptance.

Total Grant: \$ 55,000.00 Grant Period: April 2019 – December 31, 2020

GUIDELINES:

- I. Administration and Coordination: Wabasha Soil & Water Conservation District will provide all administrative responsibilities on this program including grant reporting, financial responsibilities and sub-agreement development. No other administrative expenses will be allowed in this program related to SWCD sub-agreement administration.
 - A. \$5,000 Total = Wabasha SWCD will use the allowable BWSR billable rate for the admin/bookkeeper and the district manager who will provide administrative services to manage the SE MN Well Sealing CWF Grant. Billable rate calculated on January 1st annually.
 - B. Each sub-recipient must report \$1,000 total non-state match in staff time or allowable expenses to equal \$5,000 total match required in the FY2019 SE MN Regional Well Sealing CWF Grant.
- II. Cost Share Rates and Limits:
 - A. Well sealing – each eligible well owner is allowed 50% cost-share up to \$1,000
 - B. Each sub-recipient must show well sealing received at least 50% of funding from landowner or other non-state sources to report to total match of \$50,000 required in the FY2019 SE MN Regional Well Sealing CWF Grant.
 - C. Grant Total: \$50,000 Each sub-recipient will be provided a sub-agreement to address targeted areas in their county. Each sub-recipient will be allocated \$5,000 initially to be reevaluated as funds are expended and requested according to priorities outlined for eligibility in Priority Levels 1 through 3 (below).
 - D. Subrecipients will be responsible for prioritizing and providing documentation to the Wabasha SWCD as described below.



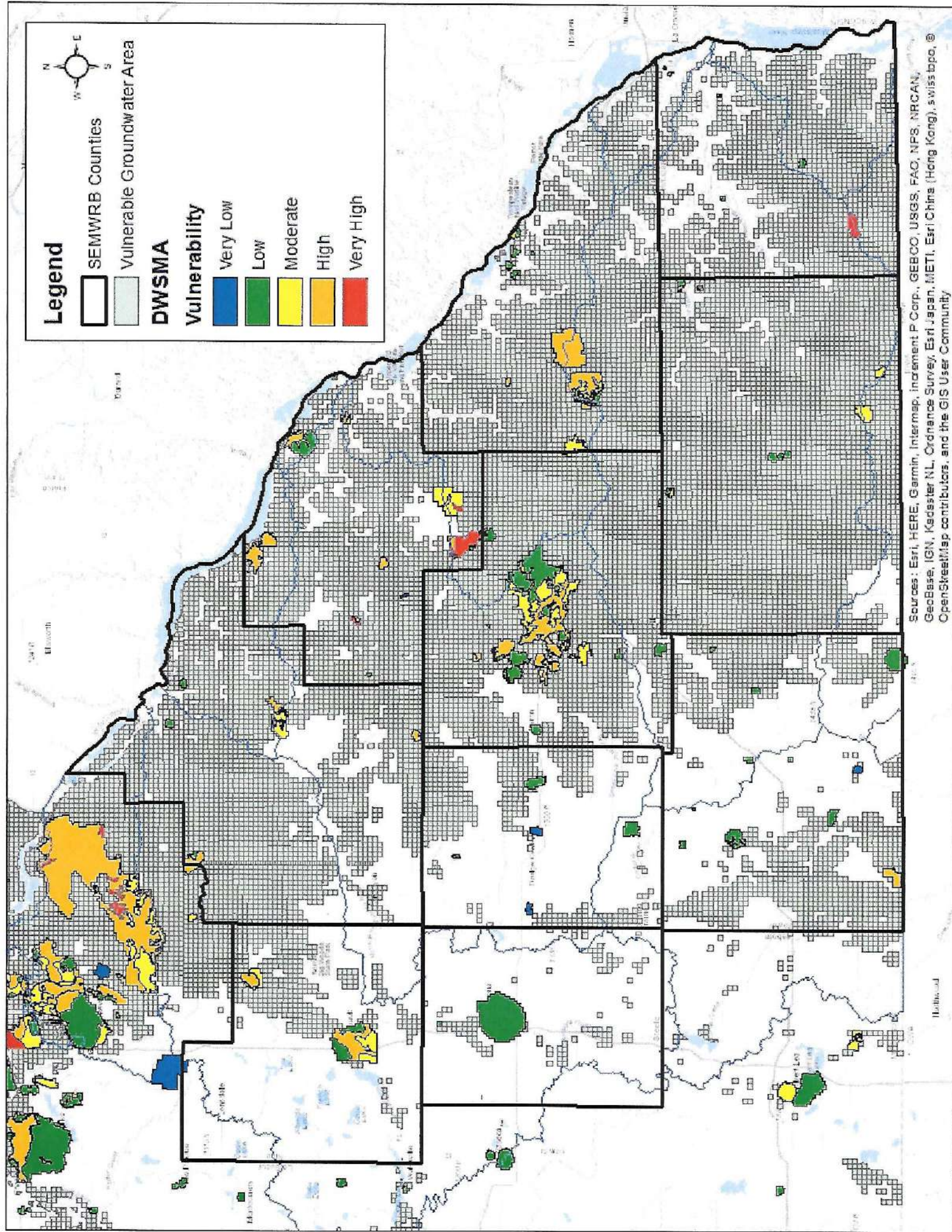
III. Landowner Eligibility:

- A. Wells within an identified Wellhead Protection Area (WHPA), Drinking Water Supply Management Areas (DWSMAs) or areas of documented groundwater contamination. DWSMAs designated as very high and high vulnerability will be given priority for funding. If funds remain landowners in other vulnerable ground water areas will be eligible. Reference attached map for areas defined below. The following is an outline of the funding eligibility:

1. Priority Level 1 –Wells within an identified DWSMAs documented as very high and high vulnerability, WHPA or area of documented groundwater contamination
2. Priority Level 2 - Wells drilled in the same aquifer as one or more nearby public water supply well as designated by Minnesota Department of Health
3. Priority Level 3 – Wells located in vulnerable groundwater areas indicated in figure 1

Given the shortened time frame of the grant, counties may submit projects as encumbered to Wabasha SWCD as identified on as frequent as a monthly basis for approval based on priorities listed above. Please include how approved projects meet priority levels. This method will allow tracking spending ongoing and ability to request future 40% grant funds at a sooner opportunity.

- E. Cost-share funds will only be provided to applicants that use a licensed well driller to seal their well. Well must be sealed by a MDH licensed well contractor and once well is fully sealed, contractor will submit a Well and Boring Sealing Record to MDH. This information must be available by the sub-recipient, as requested, to provide evidence of justifiable spending to this grant to the Wabasha SWCD and/or BWSR.
- F. Cost-share contracts with landowners will be developed through the local SWCD office or designated County department and will require local board approval for contracting and final reimbursements to assure proper documentation of funding occurs and for proof a licensed well driller conducted the sealing (as described in previous item).
- G. The LGU Board can delegate their authority to enter into contracts and provide payment on the contracts to the Manager, Administrator or appropriate Department Head. However, the approval of the expenditure of grant funds must be documented within their board meeting minutes.



Debbie Koenig
Wabasha County Finance Director
625 Jefferson Avenue
Wabasha MN 55981
Phone 651.565.3007
Email dkoenig@co.wabasha.mn.us

May 9, 2019

Dear Sir/Madam

The Wabasha County Board of Commissioners has started its budget process for fiscal year 2020. In order for your organization to be considered for funding a written request must be received no later than May 31, 2019. Your request can be **emailed to dkoenig@co.wabasha.mn.us or sent to my attention at the above address.** Requests after this date will not be accepted. Please provide me with an e-mail address I can use for future correspondence.

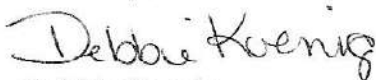
The amount of your request is to be based on what support you expect to receive from the County keeping in mind the County's intent is have a minimal to no increase to the levy for 2020. Below is information we would like you to include in your request:

- How does your organization benefit Wabasha County Residents?
- What would the impact be if you were not to receive the amount requested?
- How will the amount you receive be used? (i.e. special projects, programs, etc.)
- Include your organizations mission and goals
- Give a brief description of what your organization does (programs, activities)
- Provide current financial statements and projected 2020 Budget

Presentations to the Board will be scheduled on July 16th. If this date will not work for you please contact me to arrange another time.

If you have any questions, you can call me at 651-565-3007.

Sincerely,



Debbie Koenig
Finance Director

The mission of Wabasha County government is to administer statutory services to citizens
in a simple, efficient, and fiscally responsible manner

WORK ORDER - AMENDMENT

BETWEEN

Wabasha County Soil and Water Conservation District
AND CONSERVATION CORPS MINNESOTA & IOWA

Project Number: 501-12842

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

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

REVISION 1.

- 1.1 **Effective date:** August 6th 2018, or the date THE CORPS obtains all required signatures, whichever is later.
1.2 **Expiration date:** ~~June 30th, 2019~~ – December 31st, 2019 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

JUSTIFICATION is as follows:

Extending expiration date from June 30th, 2019 to December 31st, 2019 in order to achieve desired project work.

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

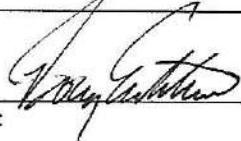
PURCHASER:

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

By:
Title:
Date:

CONSERVATION CORPS:

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

By: 
Title: District Manager
Date: May 6th, 2019

WABASHA S.W.C.D. STATE COST SHARE SINKHOLE POLICY

(Adopted May 23, 2019)

The NRCS practice standard 527 Karst Sinkhole Treatment will be a reference point. The SWCD staff will work with the JPB Professional Engineer and a Soil Scientist to determine the fix most appropriate and cost-effective for the landowner if the landowner chooses to utilize cost share dollars. The following guidelines will be used for financial assistance.

PROGRAM GUIDELINES:

Total Wabasha SWCD Cost share of 75% up to a maximum of \$5,000 per sinkhole. Repairs must follow NRCS standards and specifications for sinkhole repairs OR repair using berm and buffer method approved by JPB engineers.

Funds will come from State Cost Share and/or Capacity Funding (beginning with FY'17 for both funding sources). A waiting list may be developed as program proceeds and SWCD staff will prioritize sinkholes by proximity to feedlots, infrastructure, safety concerns and against other projects underway.

Application must be made and approved by SWCD Board prior to client and contractor fixing the sinkhole. Payment will be contingent on presentation to and approval of the SWCD Board of invoice, copy of work completed. It will be attached to the cost-share voucher along with technical signatures.

WABASHA SWCD LOCAL COST SHARE POLICY

Staff Credentials

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

Technical expertise of the District includes:

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

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

Delegation

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

Noncompliance

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

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

- All funding program contracts and requests for payment require the approval of the District and the District Board of Supervisors (Board).
- All funding programs are subject to fund availability and may be discontinued or subject to program policy revisions by the District Board as it deems appropriate.
- The landowner shall allow District staff access to property for which the installed conservation practice is located during the life of the contract. The installed practice will be subject to periodic inspections by District staff.
- Applicants are responsible to submit application forms, project plans and cost estimates as requested by the District in sufficient detail for the District to complete its review.
- Unless specified otherwise by Minnesota prevailing wage statutes, the value of labor, equipment, materials and/or services that are proposed to be provided by the applicant to complete the project, shall be estimated at:
 1. General Labor rate of \$15-\$20 per hour. (Date, times and activity must be documented)
 2. Labor rate greater than \$20 per hour and less than \$50 hour, i.e. chainsaw, brush cutting. (Date, times and activity must be documented)
 3. Labor rate of \$50 per cubic yard for concrete work.
 4. Heavy equipment operation such as skid steers, tractors, backhoes, and scrapers (including labor) at \$60 per hour. (Date, times and activity must be documented)
 5. Materials: \$8 per ton for gravel, \$5 per yard for sand.

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

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

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

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

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

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

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

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

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

- District Technical Standards include, but are not limited to, the most current: MPCA Protecting Water Quality in Rural Areas, NRCS Field Office Technical Guide (eFOTG), Minnesota Department of Agriculture BMP, University of MN BMP and MN Department of Natural Resources standards.

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

- [Wabasha SWCD State Cost Share Sinkhole Repair policy](#)

Policies Applied to the Nonstructural Land Management Practices and Vegetative Practices

- Include all the above mentioned

- It is the District's goal to support and leverage federal USDA – Environmental Quality Incentive Program (EQIP) funding through the District technical assistance.
- If USDA – Conservation Reserve Program (CRP) dollars are secured for a project, the landowner must sign a Freedom of Information Act release form that allows the District access to applicable information with the landowners CRP project case file.
- The landowner is responsible for the O&M of practices applied under this program to ensure the conservation objective of the practice is achieved for the minimum amount of time specified in the contract.
- If the title to the land where the practice is installed is transferred to another party before the expiration of the life of cost share contract, it shall be the responsibility of the land occupier or landowner who signed the contract to advise the new owner that the contract is in force.
- The practice shall be seeded according to project design requirements. Mulching, erosion control blanket or other erosion control devices may also be required. These items shall be completed or agreed to before certification and approval of the practice. A soils test may be required depending on practice or seed mix.
- A list of some (not all) practices and programs utilizing funds. Practices shall meet NRCS eFOTG standards unless otherwise noted by technical staff.
 1. NRCS eFOTG practices included but not limited to: 314 – Brush Management, 315 – Herbaceous Weed Control, 327 – MN Conservation Cover, 338 – Prescribed burning, 528 – Biological Brush Management and Biological Herbaceous Weed Control, 342 – Critical Area Planting, 666 – Forest Stand Improvement
 2. Vegetative reestablishment between field and forest edge. NRCS eFOTG practices included but not limited to: 386 – Field Border, 327 – Conservation Cover, 338 – Prescribed Burning, 612 – Tree/Shrub Establishment and 490 - Tree/Shrub Site Preparation
 3. Buffer Law – assistance with vegetative establishment if CRP is not an option. NRCS FOTG practices included but not limited to: 391- Riparian Forest Buffer, 327 – Conservation Cover, 393 – Filter Strip, 386 – Field Border
 4. Contour Strips - NRCS eFOTG practices included but not limited to: 332 – Contour buffer strip
 5. Cover crops - NRCS eFOTG practices included but not limited to: 340 – cover crop

Peters, Terri - NRCS-CD, Wabasha, MN

From: Cathy Reiter <ccreiter59@gmail.com>
Sent: Monday, May 6, 2019 8:45 AM
To: Peters, Terri - NRCS-CD, Wabasha, MN
Subject: Re: AgBMP applications

Thanks Terri,

We are making the request to cancel our AgBMP applications, dated 11-2-18, as the sequence of our farm improvements has changed. Please consider our new application, dated 5-3-19. Thank you. Craig and Cathy Reiter

Here is the contact information for Mike Christenson at Compeer. Thank you so much! Cathy and Craig

mike.christenson@compeer.com
cell: 259-9523

On Mon, May 6, 2019 at 8:22 AM Peters, Terri - NRCS-CD, Wabasha, MN <terri.peters@mn.nacdnet.net> wrote:

Hi Cathy,

I will not be able to sign yours as it is over \$100,000. That will have to be approved at our board meeting, along with the cancellation of the other 2 applications. If you could just email me a brief statement saying that you are cancelling those to amend to one application, that would be helpful to take to our board.

I can sign the other application and I have to send that directly to the bank. If you can send me Mike Christianson's email, I can copy you on that.

Thank you.

Terri

Terri Peters, District Manager

Wabasha SWCD

611 Broadway Ave., Suite 10

Wabasha, MN 55981

(651) 560 - 2044

"Success isn't just about what you accomplish in your life; it's about what you inspire others to do." --

Unknown

From: Cathy Reiter <ccreiter59@gmail.com>

Sent: Monday, May 6, 2019 7:15 AM

To: Peters, Terri - NRCS-CD, Wabasha, MN <terri.peters@mn.nacdnet.net>

Subject: AgBMP applications

Good Morning Terri,

I have attached AgBMP applications for both generations, Reiter and Fessenden, as we discussed. We are working with Mike Christianson at Compeer. I will be at Compeer today, so if all is in order and you sign the documents today, please email signed copies back and I will deliver.

Thank you so much for your help and your prompt replies! Cathy Reiter

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.



MINNESOTA DEPARTMENT
of AGRICULTURE

www.mda.state.mn.us/AgBMPLoans

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

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

AgBMP Loan Application

County: Wabasha Soil and Water Conservation District

Borrower Information: Craig Reiter

Company: _____

"911" Street Address: 5123rd 275th Ave

City: Elgin

State: MN

Zip: 55932

Telephone: (507) 876-2532

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

Locate project within 10 acres for Twp/R/Sec. on Section Map below
Each square is 10 acres. Check only one.

Brief description of what will be purchased or constructed:

Concrete Manure Storage Pit - 90 day
Concrete Feed Pad

* See attached supplement

Twp #: 108

Range: 12

Sec: 26

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Borrower Signature: Craig Reiter

Date: 5/3/2019

PROJECT BUDGET INFORMATION

Category	MAX APPROVED Ag BMP Loan
Ag Waste Management	\$ <u>138,000</u>
Structural Erosion Control	
Conservation Tillage Equipment	
Sewage Systems	
All Other Practices	

FARM OPERATION INFORMATION

Animal Units: (Facilities with NPDES permits or > 1000 au are ineligible)	Beginning: <u>~250</u>	Ending: <u>~275</u>
Primary Animals or Crop Raised:	<u>Dairy Cows + Steers</u>	
Conservation Tillage Acres AFTER project:	<u>200</u>	acres
Total Acres Farmed:	<u>200</u>	acres
Total Project Cost from all Sources:	\$ _____	
Will this be reported in eLink:	Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/>	

Project Approved by: _____

Date: _____

Completion Certification: This project is complete, operable, and in compliance with accepted standards, specifications or criteria.

Project completion certified by: _____

Date: _____

LENDER INFORMATION & LOAN TERMS

Project approval expires on: _____

Other restrictions: _____

Number of _____ Loan
payments per year: _____ Amortization: _____

Optional
Balloon: ☐ None
Date: ____/____/____

Bank Name and Address: _____

Request # 1- Lender
Signature: _____

Amount
Requested: \$ _____

Date: ____/____/____

This money WILL be sent to you.

Optional

Request # 2 - Lender Signature: _____

Amount: \$ _____

Date: _____

Attach copies of the invoices or affidavits provided by the individual borrowers, which support the request for disbursements
FAX, SCAN or MAIL TO: Ag BMP LOAN PROGRAM, Minnesota Department of Agriculture,

625 Robert St N, St Paul, MN 55155-2538

Fax: (651) 201-6109 AgBMP.Loans@state.mn.us

In accordance with the Americans with Disabilities Act, an alternative form of communication is available upon request. TDD: 1-800-627-3529. MDA is an Equal Opportunity Employer and Provider.

Revision 03/25/2011

Ag BMP Loan Application---Supplemental Material

Craig and Cathy Reiter
Sam and Brenda Fessenden
Silver Spirit Farm

Silver Spirit Farm is in the planning stages of transitioning the existing feedlot steer operation into a 120 cow robotic milking facility. Our current facilities have limited capability to store manure, especially liquid dairy slurry. We are seeking a loan through the Ag BMP Program for the construction of a 90 day concrete manure storage structure and a concrete silage storage pad.

Our farm straddles the North Branch of the Whitewater River (see Figure 1 below). A close up of the manure storage pit and layout of the farm are also provided below (Figures 2-3). The pit is sized for 90 day storage of manure from the 120 cow dairy barn. This will allow us to store manure until optimal times for land application. It is easy to see how our proximity to the Whitewater makes it critical for us to avoid daily or weekly land application of manure. The storage will also allow us more flexibility in developing and implementing a Nutrient Management Plan for the farm.

The silage pad will be constructed to allow proper collection and treatment of silage effluent and rain runoff. Silage effluent can have very high nutrient content, and treatment is necessary to reduce the risk to the watershed.

Lastly, the construction of this facility will allow us to down-size the current steer operation and transition the existing open feedlots into seasonal pasture for heifers. Ultimately, our number of animal units will remain similar to our current setup (250-275), however we will greatly increase our ability to collect manure and silage effluent, decrease open lot area, and manage land application of manure.

Figure 1: Existing Farm Overview

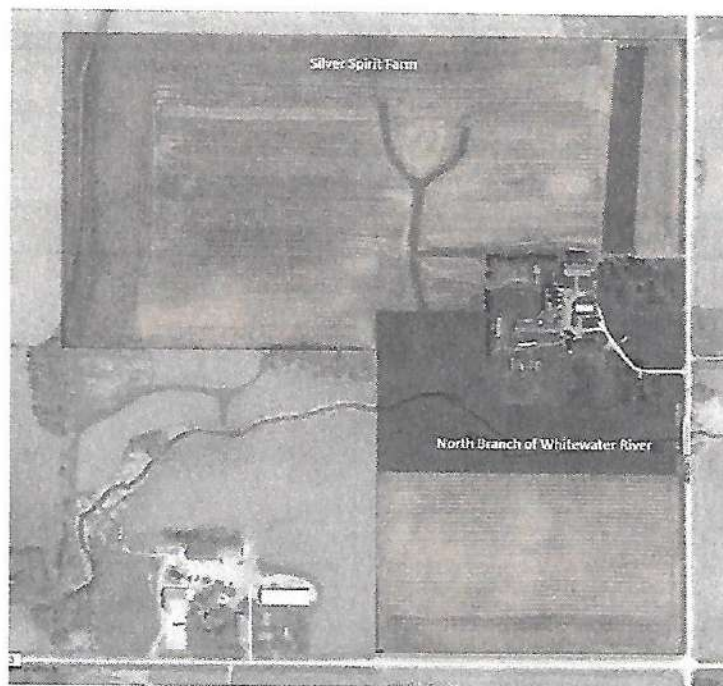
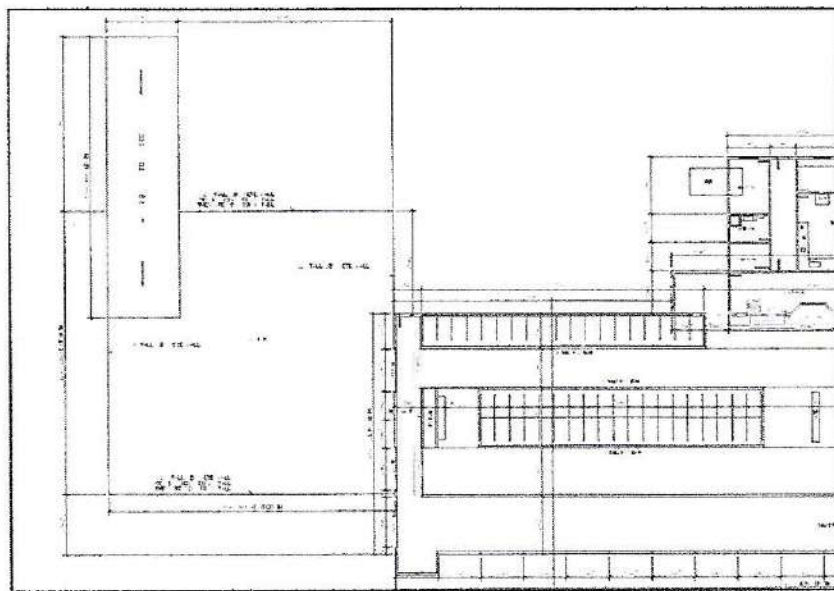


Figure 2: Planned farm layout



Figure 3: Planned 90-day Manure pit for 120 milking cows.



Manure Pit Bid: \$108,000

Feed Pad Estimate: \$30,000

AMENDMENT TO CONSERVATION PRACTICE ASSISTANCE CONTRACT

Organization Wabasha SWCD	Contract Number LMFR-17RCPP-3WAB	Amendment Number 2 Board meeting date: <u>5/23/19</u>	Amendment Type Date: <input checked="" type="checkbox"/> Amount: <input type="checkbox"/> Land Occupier: <input type="checkbox"/> Practice: <input type="checkbox"/> Other: <input type="checkbox"/>
------------------------------	-------------------------------------	---	---

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

State Grant Agreement Expiration Date: 5/31/19 Original Contract Install Date: 12/31/18

Amended Contract Install Date (if applicable) 12/31/19

Original Total Amount Authorized: \$17,697.00

Amended Total Amount Authorized: \$0.00

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

IT IS AGREED THAT: Second time extension to align with NRCS expiration date and allow the Technical Service Provider more time to finish Certified Nutrient Management Plan

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

This amendment is to take effect on the date of the last signature hereto.

Date <u>5-15-19</u>	Land Occupier <u>William J. Meltz</u>
Date	Landowner, if different from applicant

Technical Assessment and Cost Estimate

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

Date <u>5-15-19</u>	Technical Assistance Provider <u>Steven M. Miller, PE</u> <u>Williams Engineering Services, LLC</u> <u>MN-42226</u> <u>NRCS TSP 05-4685</u>
------------------------	---

Organization Approval

Board Meeting Date	Authorized Signature
--------------------	----------------------

*Attach this form to the Conservation Practice Assistance Contract

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 2016CWF-05	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 Gerard Marking	Address 502 W Madison St	City/State Lake City/MN	Zip Code 55041
---	------------------------------------	-----------------------------------	--------------------------

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

Conservation Practice Location

Township Name: Pepin	Township No: 111	Range No.: 11	Section No. 19	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 15 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 land occupier who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

410 WASCOB B1

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 11/30/19, 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.

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 90.0%, or state and federal sources that when combined are in excess of 0.0% of the total cost to establish the conservation practice.
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 5-9-19	Land Occupier Herald M. Aubrey
Date	Landowner, if different from applicant
	Address, if different from applicant information:

Conservation Practice

The primary practice for which cost-share is requested is: **410; Grade Stabilization Structure**

Eligible Component Standards & Names 410; Grade Stabilization Structure	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate \$15,050.00
	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 5/9/19	Technical Assistance Provider City of Hillsboro
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Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed 90.0% of the total cost to establish the conservation practice.

Amount	Program Name	Fiscal Year
\$11,506.79	2015 CWF Grant	2015

Board Meeting 5/23/2019	Authorized Signature	Total Amount Authorized \$11,506.79
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PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization:	Contract Number:	Other state or non-State funds?	Amendment <input type="checkbox"/>	Canceled <input type="checkbox"/>
Wabasha SWCD	18-CS-1	<input checked="" type="checkbox"/> YES <input type="checkbox"/> No	Board Meeting Date(s): 5/23/2019	Board Meeting Date(s):

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

Applicant

Land Occupier Name	Address	City/State	Zip Code
James Dittrich	10470 Dittrich Road	Plainview, MN	55981

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

Conservation Practice Location

Township Name:	Township No:	Range No.:	Section No.	1/4,1/4
Highland	109N	11W	36	

Contract Information

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

- The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 15 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
- Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
- If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
- Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

410 Grade Stabilization Structure NRCS Field Office Technical Guide & Picket Fence/Buffer/Cattle Exclusion

- Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
- This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by July 30 2020, this contract will be automatically terminated on that date.
- 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.

Applicant Signatures

The land occupier's signature indicates agreement to:

- Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
- Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
- Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
- Not accept cost-share funds, from state sources in excess of 75.0%, or state and federal sources that when combined are in excess of 75.0% of the total cost to establish the conservation practice.
- 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 5/14/19	Land Occupier James H. Dethrich
Date	Landowner, if different from applicant
	Address, if different from applicant information:

Conservation Practice

The primary practice for which cost-share is requested is: 410 Grade Stabilization Structure: Picket Fence/Buffer/Cattle Exclusion

Eligible Component Standards & Names 410 Grade Stabilization Structure & Picket Fence/Buffer/Cattle Exclusion	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate \$22,573.15
	Ecological Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	

Technical Assessment and Cost Estimate

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

Date	Technical Assistance Provider
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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.

Amount	Program Name	Fiscal Year
\$11,929.86	2018 State Cost Share	2018
\$5,000.00	MAWQCP Grant	2019

Board Meeting 5/23/2019	Authorized Signature	Total Amount Authorized \$11,929.86
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Total Conservation Project Breakdown

410 Grade Stabilization Structure =	\$17,900.00
Picket Fence/Buffer/Cattle Exclusion =	\$4,673.15
Total Project Cost =	\$22,573.15
75% of Project Cost =	\$16,929.86
Amount Paid by 2018 State Cost Share =	\$11,929.86
Amount Paid by MAWQCP Grant =	\$5,000.00
Potential LO portion =	\$5,643.29

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 17-CAP-WS-11	Other state or non-State funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s): 5/23/2019	Canceled <input type="checkbox"/> Board Meeting Date(s):
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*If contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name Chuck Bremer	Address 72000 300th Ave	City/State Lake City, MN	Zip Code 55041
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* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Conservation Practice Location

Township Name: Lake	Township No.: 111	Range No.: 12W	Section No. 9	1/4,1/4
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Contract Information

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

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 20 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:

351 Well Decommissioning NRCS Field Office Technical Guide

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by June 30 2020, this contract will be automatically terminated on that date.
7. **Cost-share funds will only be provided to applicants that use a licensed well driller to seal their well. Well must be sealed by a MDH licensed well contractor and once well is fully sealed, contractor will submit a Well and Boring Sealing Record to MDH. This information must be provided to the Wabasha SWCD.**
8. 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.

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 50.0%, or state and federal sources that when combined are in excess of 50.0% of the total cost to establish the conservation practice.
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 <i>May 14, 19</i>	Land Occupier <i>Charles Brown</i>
Date	Landowner, if different from applicant
	Address, if different from applicant information:

Conservation Practice

The primary practice for which cost-share is requested is: 351 Well Decommissioning

Eligible Component Standards & Names 351 Well Decommissioning	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate \$2,010.00
	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	Technical Assistance Provider
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Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed 50.0% of the total cost to establish the conservation practice.

Amount	Program Name	Fiscal Year
\$1,000.00	2017 Capacity	2017

Board Meeting 5/23/2019	Authorized Signature	Total Amount Authorized \$1,000.00
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SOIL AND WATER CONSERVATION DISTRICT PERFORMANCE STANDARDS

LGU Name: _____

Performance Area	Performance Standard	Level of Review	Rating	
			Yes, No, or Value	
			YES	NO
Administration	■ Basic practice or Statutory requirement	I Annual Compliance	✓	
	★ High Performance standard (see instructions for explanation of standards)	II BWSR Staff Review & Assessment (1/10 yrs)		
	■ Financial statement: annual, on-time and balances	I	✓	
	■ Financial audit: completed within last 3 yrs or \$500K, or as per BWSR correspondence	I	✓	
	■ eLINK Grant Report(s) submitted on-time	I	✓	
	■ Data practices policy: exists and reviewed/updated within last 5 yrs	II	✓	
	■ Personnel policy: exists and reviewed/updated within last 5 yrs	II	✓	
	★ Job approval authorities: reviewed and reported annually	II	✓	
	★ Operational guidelines and policies exist and are current	II	✓	
Planning	★ Board training: orientation & cont. ed. plan and record for each board member	II		
	★ Staff training: orientation and cont. ed. plan and record for each staff member	II	✓	
	■ Comprehensive Plan: updated within 5 yrs or current resolution adopting unexpired county LWM plan	I	✓	
	■ Biennial Budget Request submitted on time	I	✓	
Execution	★ Prioritized, Targeted and Measureable criteria are used for Goals and Objectives in the local water management plan as appropriate.	II	✓	
	★ Annual Plan of Work: based on comp plan, strategic priorities	II	✓	
	■ Are state grant funds spent in high priority problem areas	II	✓	
	■ Total expenditures per year (over past 10 yrs)	II	see below	
	■ Months of operating funds in reserve	II	6	
Communication & Coordination	★ Certified wetland delineator: on staff or retainer	II	✓	
	★ Outcome trends monitored and reported for key resources	II	✓	
	■ Website contains all required content elements	I	✓	
	★ Website contains additional content beyond minimum required	II	✓	
	★ Track progress on I & E objectives in Plan	II		
	★ Obtain stakeholder input: within last 5 yrs	II	✓	
	★ Annual report communicates progress on plan goals	II	✓	
	★ Partnerships: cooperative projects/tasks with neighboring districts, counties, watershed districts, non-governmental organizations	II	✓	
	★ Coordination with County Board by supervisors or staff	II	✓	

2006
2007
2008
2009
2010

2011
2012
2013
2014
2015
Total

RECOMMENDATIONS

This section contains recommendations by BWSR to the Wabasha SWCD supervisors and staff to enhance the organization's service to the residents of the county and its delivery of effective water, soil and related land resource management. BWSR financial assistance may be available to support the district's implementation of some of these recommendations.

Recommendation 1: The Wabasha SWCD should consider contracting with a recently retired or experienced District Manager from a high performing SWCD to provide guidance to staff and board to improve organizational performance.

A District Manager with experience running a high performing SWCD could provide valuable guidance to Wabasha SWCD in the areas of funding, prioritization and financial management. BWSR may be able to provide a PRAP Assistance Grant to help fund this recommendation.

Recommendation 2: Conduct a strategic assessment of the District to determine whether existing mission, goals, staff capacity is sufficient to meet the needs and demands for conservation services in the district and develop an annual work plan to address high priority items with specific, measurable action items (to be approved by BWSR).

The best way to do this is to contract with someone to perform a strategic assessment of the district's goals, mission and capacity and provide recommendations that the board can then act upon. This assessment should make the connection between your Comprehensive Local Water Plan and your annual work plan obvious. When you prioritize objectives each year, use the objectives from the comp plan exactly as they are listed in the plan. Consider asking your partner agencies and organizations to participate in the annual work planning process. Take advantage of their staff and financial resources to help determine district priorities and actions. When you assign action items to the objectives in the annual work plan, select those action items from the comp plan and import them directly into your annual work plan with specific, measurable outcomes and which staff is responsible. Previous work plans developed by the SWCD lacked specific, measurable outcomes. Then, allocate your available staff hours and budget among the action items, clearly showing who is responsible for each. ***BWSR PRAP Assistance Grant funds may be available to partially fund such an assessment.***

Recommendation 3: Monitor Staff Delivery of Programs and Projects.

Based on the Annual Work Plan developed above, establish a regular quarterly agenda item during which staff report their time spent and results achieved on the action items assigned to them from the plan. At least once a year, during staff performance reviews or when you review technical approval authorities, have the board or personnel committee review the skills and abilities of each staff member to ensure they are up-to-date. Staff needs can be met by training programs, such as BWSR Academy, mentoring by knowledgeable staff from neighboring districts, or contracting for outside services. If needed, acquire the services of an organizational development consultant to determine district staff development needs and remedies.

Recommendation 4: The supervisors and staff should review the Wabasha SWCD's Priority Concerns and begin utilizing existing programs such as Clean Water Funds to implement land treatment to accelerate progress toward solving the District's top priority concerns.

The Wabasha SWCD's website and local water plan state that the District's top 6 priority concerns are: 1) Soil Erosion, 2) Nutrient and Manure Management, 3) ISTS/Ground Water Protection, 4) Forest and Pasture Land, 5) Watershed Management Approach, and 6) Urban Issues.

Based on review of use of Clean Water Funds by other SWCDs near Wabasha County, it is clear that the Wabasha SWCD is not utilizing these resources at nearly the same level as its neighboring counties. Table 3 of this report shows grants secured from 2014-2016 by Wabasha SWCD and neighboring SWCDs in southeastern Minnesota.

Other southeastern Minnesota counties secured grants totaling 5 to 20 times the amounts secured by Wabasha SWCD over the last 3 years (see Table 3, page 15).

Wabasha SWCD has a clear opportunity to work on securing Clean Water Funds to address its top 2 priority issues including soil erosion and nutrient and manure management. The ***annual need*** as identified in the Wabasha Comprehensive Local Water Plan to address these 2 top priority issues is estimated at ***\$669,200***.

In Fiscal Year 2017, over \$15 million dollars of Clean Water Funds are available statewide through BWSR to address these types of water plan implementation issues.

The Wabasha SWCD staff should do the following to learn more about how to secure some of these funds:

- *Contact other SWCDs who have been successful in securing similar grants and find out what they did to be successful.*
- *Enlist the assistance of your BWSR Board Conservationist to provide guidance on the application process and the essential elements of a successful application.*
- *Form the necessary partnerships to plan a project and improve chances of being successful in securing funding,*
- *Develop a grant application that clearly identifies prioritized, targeted and measurable goals for high priority issues identified in the Wabasha County Comprehensive Local Water Plan and submit it by the deadline to BWSR.*

Recommendation 5: Develop orientation and continued education plan for the board of supervisors and staff and keep records of trainings attended.

There are many training opportunities available for both staff and supervisors. A simple training plan provides a means of ensuring that both staff and supervisors can continue to build knowledge and skills necessary to carry out their respective duties. The SWCD should keep a written record of trainings attended by both staff and Board members.

Recommendation 6: Address action items within 18 months

The SWCD should address the action items by developing a data practices act within the next 18 months. The Wabasha SWCD needs to make sure that complete and accurate eLINK reports are submitted to BWSR by the deadline each year.

Recommendation 7: Address items from MASWCD Self-Assessment and select PRAP high performance standards as goals to implement to improve organizational performance. The SWCD should address items from the MASWCD Self-Assessment that are not currently in practice by the SWCD and adopt them to improve performance. Wabasha SWCD should also select a few of the organizational high performance standards (*from the PRAP Level II Soil and Water Conservation District Performance Standards checklist – See Appendix D*) they do not currently meet, and select several to implement over the next few months to help improve performance. ***BWSR PRAP Assistance funds may be available to help implement some of these recommendations.***

Recommendation 8: Present Wabasha SWCD 2018 Annual Work Plan to the Wabasha County Board of Commissioners by August, 2017.

The reduction in funding to Wabasha SWCD by the Wabasha County Board is very troubling. The SWCD can use all of the recommendations listed above to help develop an Annual Work Plan that will have prioritized, targeted and measurable action items from the Wabasha County Comprehensive Local Water Plan. This work plan should be developed no later than August, 2017 so that it can be presented to the Wabasha County Board prior to allocation of county funds for 2018.