

Due to the current CDC guidelines on social distancing, we are limiting the number in attendance to 8 people at the board meeting. We will also have limited call-in capabilities for up to 10 people. Phone# 651-560-1088 Access code # 0147478#
If you are not fully vaccinated, wearing a mask will be required.

Phone or physical attendance will be allowed on a first come first serve basis following Wabasha SWCD board members receiving priority for phone or physical attendance. Anyone who is in the at-risk category should consider not attending. If you would like to attend either by call-in or physically, you must notify Sue Cerwinske to hold your place in advance. susan.cerwinske.wabashaswcd@gmail.com or 651-560-2053

**Wabasha Soil and Water Conservation District
District Regular Board Meeting
May 27, 2021
8:15 a.m.
County Board Room
625 Jefferson Ave.**

I. CALL MEETING TO ORDER –

II. PLEDGE ALLEGIANCE

III. AGENDA

A. Meeting Statement – Terri Peters

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

IV. PUBLIC COMMENTS

Comments limited to 5 minutes per speaker

V. CONSENT AGENDA -Board Action

- A. Work Order# 79-20-W099, Contract # 189356 between the State of MN acting through BWSR and Wabasha SWCD. Reinvest in Minnesota (RIM). Effective date April 1, 2021 or when all required signatures obtained. Expiration date June 30, 2025, or until all obligations have been satisfactorily fulfilled. Contract amount \$1,650.00 for easement delivery.
- B. FY2021 Regional Safe Drinking Water for Private Well User Sub-Agreement between The Olmsted Soil and Water Conservation District and Wabasha Soil & Water Conservation District.
- C. Environmental Troubleshooters, Inc. Payment Voucher 4, in the amount of \$55,825.81 for contractor work up through 5-20-2021 for Zumbro Stream Restoration

VI. SECRETARY'S REPORT

- A. April 22, 2021 Meeting Minutes-**Board Action**

VII. TREASURER'S REPORT:

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

VIII. PAYMENT OF MONTHLY BILLS

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

IX. DISTRICT REPORTS

- A. Chair Report – Terry Helbig
- B. County Commissioner – Bob Walkes
- C. District Manager Report – Terri Peters
- D. NRCS Report – John Benjamin
- E. District Technician Report- Matt Kempinger
- F. Ecological Technician Report – Henry Stelten
- G. Bookkeeper/Administrative Assistant -Sue Cerwinske

X. OLD BUSINESS

- A. Conservation Project – Lynn Zabel

XI. NEW BUSINESS

- A. Approve Deborah Allan voucher payment for contract# 20-CWMA-7 in the amount of \$600.00 for practice 388 Prescribed Burn – **Board Action**
- B. Approve Nathan Arendt AgBMP Loan application for \$150,000.00 – **Board Action**
- C. Approve Prairie Restorations, Inc. voucher payment for contract 20-CWMA-8 in the amount of \$800.00 for practice 315 Herbaceous Weed Control – **Board Action**
- D. Amendment #1 to Agreement Between The Goodhue County Soil & Water Conservation District and Wabasha County Soil & Water Conservation District Changing payment terms and amount – **Board Action**
- E. Contract Approval for Eric Klein Contract 19-319FL-2 in the amount of \$12,229.97 for NRCS practice 629 Waste Treatment – **Board Action**
- F. Resolution Process. Meeting for potential resolutions – **Board Discussion**
- G. Conservation Farmer of the Year – **Board Discussion**
- H. Woodland Manager of the Year – **Board Discussion**
- I. Upcoming Events:
 - i. June 18 Copy of resolution and head count of in-person attendees
 - ii. June 22 Area 7 Supervisors Meeting (Resolutions Meeting)
Riverland College-Austin or remote by zoom

XII. Board Reports

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

XIII. Adjourn – Board Action

Work Order No.: **79-20-W099**

SWIFT Contract No.: 189356

Purchase Order No.: 3-13162

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

This Work Order Contract is between the State of Minnesota, acting through its **Board of Water and Soil Resources** ("State" or "BWSR") and **Wabasha Soil and Water Conservation District** ("Local Government Unit" or "LGU" or "SWCD"). This Work Order Contract is issued under the authority of Master Joint Powers Agreement (MJPA) T-Number 219PA- 184675, SWIFT Number 189356, and is subject to all provisions of the MJPA which is incorporated by reference.

Work Order Contract

1 Term of Contract

1.1 **Effective date:** *April 1, 2021*, or the date the State obtains all required signatures under Minnesota Statute § 16C.05, subdivision 2, whichever is later.

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

1.2 **Expiration date:** *June 30, 2025*, or until all obligations have been satisfactorily fulfilled.

2 SWCD's Duties

Easement Delivery

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

Phase 1: Funded application through receipt of title commitment

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

Phase 2: Title clearing through recording of RIM Conservation Easement and implementation of conservation plan

Complete field inventory and evaluation. Develop conservation plan with landowner. Develop seeding and maintenance plan as necessary. Obtain landowner signatures on the RIM Conservation Easement. Coordinate with landowner to ensure delivery of updated abstracts to the title agent. Deliver signed original easement to the title agent, provide instruction to title agent regarding gap check and recording. Receive and review title policies from title agent. Pay title agents and submit documentation to the State for reimbursement. Install boundary posts and signs. Complete and submit applicable forms for conservation plan payment. Provide conservation plan implementation assistance to landowner. Complete field inspections as necessary.

Wetland Restoration General Duties

Review of available maps, photos and other pertinent resources. Coordinate project review/needs with cooperators, other agencies and local government units. Assist cooperator with securing all required project permits, permissions, and authorizations. Assist cooperator with contractor bidding and selection.

Wetland Restoration Optional Technical Assistance Duties

Perform/assist with on-site data collection, surveying, geotechnical investigations, assessments of drainage and watershed areas. Project design. Perform or assist with construction staking and layout. Perform or assist with construction oversight and observation. Perform or assist with project close out and preparation of construction as-builts.

3 Consideration and Payment

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

(A) **Compensation.** The SWCD will be paid up to **\$1,650.00 for easement delivery (See following pages[s] for easement numbers).**

(B) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the SWCD under this Work Order Contract will not exceed **\$1,650.00.**

3.2. **Invoices.** The SWCD will prepare and submit invoices for easement acquisition payment using the State's invoice template (Exhibit B, available on BWSR's website) for the services actually performed. The State will promptly pay the SWCD upon receipt and approval by the State's Authorized Representative. A work order is necessary, but an invoice is not necessary for Easement Delivery payment. **Invoices will be accepted only during the months of February, May, August and November of each year during the life of the contract.**

4 Project Managers

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

The SWCD's Authorized Representative is Terri Peters, or their successor. If the SWCD's Authorized Representative changes at any time during this Work Order Contract, the SWCD must immediately notify the State.

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

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

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

DocuSigned by:
Robert Kronick
Signed: CAE79757420447B...
Date: 5/6/2021

SWIFT Contract No.189356; P.O. No.3- 13162

3. BOARD OF WATER AND SOIL RESOURCES

DocuSigned by:
Sharon Doucette
By: 9F72C8C0B0D34F4
(with delegated authority)
Title: Easement Section Manager
Date: 5/6/2021

2. WABASHA SOIL AND WATER CONSERVATION DISTRICT

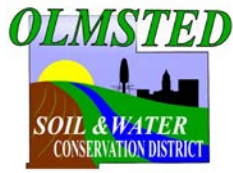
DocuSigned by:
Tim Peters
By: 821C273FB7D44A5...
Title: District Manager
Date: 5/6/2021

BWSR USE ONLY:									
SUPPLIER#			ADDRESS/LOCATION				RECEIPT#		
SUPPLIER NAME									
APPR			PO#		Amount				
APPR			PO#		Amount				
Approval Signature					Date				

LIST OF EASEMENTS AND PAYMENT

SWCD	EASEMENT NUMBER	PAYMENT
Wabasha	79-03-11-12- -	\$50.00
Wabasha	79-02-87-01- -	\$50.00
Wabasha	79-04-87-01- -	\$50.00
Wabasha	79-05-89-01- -	\$50.00
Wabasha	79-02-89-01- -	\$50.00
Wabasha	79-09-89-01- -	\$50.00
Wabasha	79-08-89-01- -	\$50.00
Wabasha	79-12-89-01- -	\$50.00
Wabasha	79-13-89-01- -	\$50.00
Wabasha	79-06-89-01- -	\$50.00
Wabasha	79-10-89-01-A-	\$50.00
Wabasha	79-06-91-01- -	\$50.00
Wabasha	79-01-91-01- -	\$50.00
Wabasha	79-04-91-01- -	\$50.00
Wabasha	79-09-91-01- -	\$50.00
Wabasha	79-01-93-01- -	\$50.00
Wabasha	79-05-91-01-A-	\$50.00
Wabasha	79-03-94-01- -	\$50.00
Wabasha	79-05-94-01- -	\$50.00
Wabasha	79-07-94-01- -	\$50.00
Wabasha	79-02-96-01- -	\$50.00
Wabasha	79-03-96-01- -	\$50.00
Wabasha	79-07-96-01- -	\$50.00
Wabasha	79-01-99-03-A-	\$50.00
Wabasha	79-05-91-01-B-	\$50.00
Wabasha	79-02-09-06- -	\$50.00
Wabasha	79-01-09-06- -	\$50.00
Wabasha	79-02-13-09- -	\$50.00
Wabasha	79-01-13-09- -	\$50.00
Wabasha	79-01-99-03-B-	\$50.00
Wabasha	79-01-99-03-C-	\$50.00
Wabasha	79-10-89-01-B-	\$50.00
Wabasha	79-10-89-01-C-	\$50.00

\$1,650.00



FY2021 REGIONAL SAFE DRINKING WATER FOR PRIVATE WELL USER SUB-AGREEMENT BETWEEN THE OLMSTED SOIL AND WATER CONSERVATION DISTRICT AND WABASHA SOIL & WATER CONSERVATION DISTRICT

This **AGREEMENT** is between the Olmsted Soil and Water Conservation District (hereinafter referred to as "the District"), 2122 Campus Drive SE Suite 200, Rochester MN 55904 and Wabasha Soil & Water Conservation District (hereinafter referred to as "the Subrecipient").

I. STATEMENT OF PURPOSE

The purpose of this AGREEMENT is to clarify the roles and responsibilities of the parties regarding the project entitled, "SE MN Safe Drinking Water for Private Well Users Program" (hereinafter referred to as "the Project") made possible through a grant received from the Minnesota Department of Health (MDH) Clean Water Fund (CWF)

II. SCOPE OF SERVICES AND SPECIFIC DUTIES

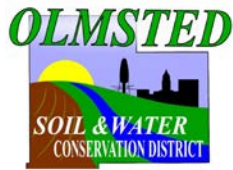
The District has agreed to provide funding to the Subrecipient for implementation of the Project. The Subrecipient will complete the duties described in "Exhibit A" for each recipient. Subject to approval by the authorized representative of the District, the Subrecipient may modify "Exhibit A" through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

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

III. 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 well repair, reconstruction, or water treatment installation 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, 2022, 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 **\$11,600** for work completed as described in Exhibit A for expenses incurred toward completion of their portion of the MDH work plan. This 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 quarterly 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 cost-share for private well owners.

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 and reimbursement requests to MDH. Invoices for payment will be sent to: (or his/her successor)

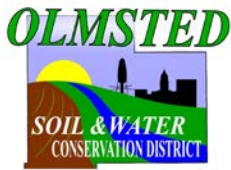
Caitlin Brady, Water Resources Coordinator
brady.caitlin@co.olmsted.mn.us
2122 Campus Drive SE, Suite 200
Rochester MN 55904

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.

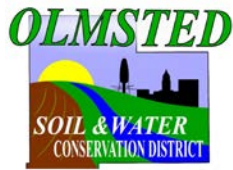
C. Indemnity and Hold Harmless. Subrecipient shall indemnify the District, its directors, officers, employees, and agents against damages, penalties, costs, or expenses incurred in connection with any alleged violation of any federal, state, or



local law or regulation regulating the Work performed hereunder or any part thereof.

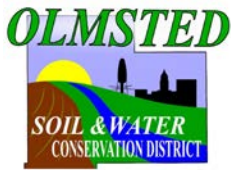
Subrecipient agrees to indemnify and hold harmless the District, its directors, officers, employees, and agents against and from loss, claims, or suits, including costs and attorney's fees, for, or on account of injury, bodily or otherwise, or death, of persons, or damage to or destruction of property 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: 2122 Campus Drive SE, Suite 200, Rochester MN 55904

For SWCD:

Wabasha County Soil and Water Conservation District
Terri Peters or successor
District Manager
611 Broadway Ave. Suite 10
Wabasha, MN 55981

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.

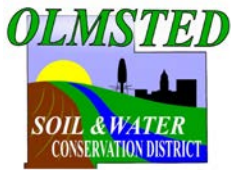
P. Agreement to Mediate Disputes. In the event that any dispute arises between the parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the parties may agree to submit the dispute to mediation. The parties further agree that their participation 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:

THE OLMSTED SOIL AND WATER CONSERVATION DISTRICT

Olmsted Soil & Water Conservation District
Board Chair

Date

FOR THE SUBRECIPIENT

Name

Date

Title

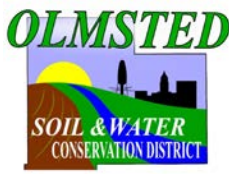


Exhibit A (Work Plan and Funding Eligibility Policy)
SE MN Safe Drinking Water for Private Well Users Program
MDH FY 2021

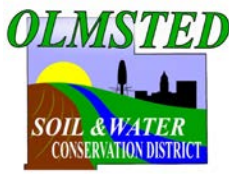
OBJECTIVE:

Drinking water is a concern, especially for private well users in the most vulnerable groundwater areas of the region. The SE MN Safe Drinking Water for Private Well Users Program will provide additional monitoring, education, outreach and financial assistance to address drinking water quality mitigation measures for private well users. Participating counties include: Houston, Fillmore, Winona, Olmsted, Goodhue, and Wabasha.

Total Grant: \$ 100,000.00 Grant Period: March 2021 – December 31, 2022

GUIDELINES:

- I. Administration and Coordination: Olmsted Soil & Water Conservation District will provide all administrative responsibilities on this program including grant reporting, financial responsibilities, and sub-agreement development.
 - A. \$2,000 Total. Olmsted SWCD will use the allowable billable rate for the Water Resources Coordinator who will provide administrative services to manage the Regional SE MN Safe Drinking Water for Private Well Users Grant Program. Billable rate calculated on January 1st annually.
- II. Grant Eligible Items
 - A. The following items are eligible for reimbursement under the Safe Drinking Water for Private Well Users grant.
 - a. Water tests that determine if the well is contaminated (must be completed at a certified laboratory and certified test report must be provided upon request)
 - b. Reconstruction of a contaminated well
 - c. Construction of a new well, including the cost of purchasing and installing a pump if necessary
 - d. Installation of a new pump, including the associated piping for a replaced well
 - e. Equipment and installation to treat and remove contaminants from the water
- III. Grant Ineligible Items
 - a. Costs for any work done before a contract is filed and award is approved by the LGU and Olmsted SWCD.
 - b. Private wells that do not meet the established contamination criteria
 - c. Wells that are not used for a drinking water source
 - d. Dug wells or wells not meeting the requirements of State of MN Well Construction Code (Minnesota Rules Chapter 4725)

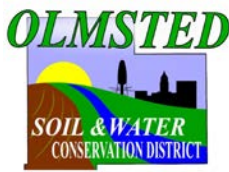


IV. Regional Sub-recipient Guidelines:

- A. Grant Total: \$100,000. Each sub-recipient will be provided a sub-agreement to assist well owners in their county. Each sub-recipient will be allocated \$11,600, on a reimbursement basis initially, to be reevaluated as funds are expended and requested according to priorities outlined below and in the MDH Workplan.
 - 1. \$3,000 for Objective 1 – for reimbursable time and expenses to develop and execute the regional public health messaging campaign and improve public health knowledge and awareness through education, outreach and nitrate screening clinics.
 - 2. \$8,600 for Objective 3 – To provide financial assistance to eligible well owners, through cost-share for well mitigation as outlined above.
- B. Subrecipients will be responsible for prioritizing and providing documentation to the Olmsted SWCD as described below.
- C. Given the shortened time frame of the grant, counties may submit projects as encumbered to Olmsted SWCD as identified on as frequent as a monthly basis for approval based on priorities listed above. In the documentation to Olmsted SWCD, include how the approved contracts meet one of the two priority levels below. This method will allow regional tracking of spending on an ongoing basis and ability to route funds to other partners.
- D. Cost-share contracts with private well owners 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 work (as described in Section V. G Below).

Documentation must include:

- 1. Completed application and supporting documentation including certification the well meets contamination criteria through a test report from a certified laboratory.
- 2. Invoice detailing work performed
- 3. Proof work was conducted by a licensed well driller or pump installer as described in Section V.G Below. Copy of state-issued license is required.
- 4. Well and boring sealing record from MDH or the delegated well program authority for any applicant receiving funds for new well construction
- 5. Well reconstruction permit from MDH or the delegated well program authority for any applicant receiving funds for well reconstruction.
- 6. Certification that well water conditioning equipment meets the criteria in Section V. H. below.
- 7. Photo documentation of the complete project/installation.



- E. Each sub-recipient must show well repair, water treatment installation, or new well construction received at least 50% of funding from well owner or other non-state sources.
- F. Each sub-recipient should report \$1,600 total non-state match in staff time or allowable expenses to equal \$10,000 total match included in the FY2021 SE MN Regional Safe Drinking Water for Private Well Users Workplan.
- 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.

V. Private Well Owner Eligibility:

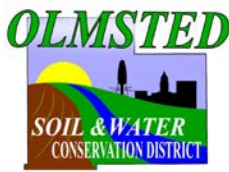
- A. To be eligible for payment under the 2021 Safe Drinking Water for Private Well User grant, an owner or lessee of the property must provide documentation through a certified test report that their water supply has been tested and meets one of the following contamination criteria
 - a. nitrate concentration in the private water supply exceeds 10 parts per million (federal drinking water standard) expressed as nitrate-nitrogen or
 - b. arsenic concentration in the private supply is above the detection limit.

Cost Share Rates and Limits for Private Well Owners

- B. Well Repair or reconstruction – each eligible well owner is allowed 50% cost-share up to \$5,000 for well repair or reconstruction, including the cost of new pump or associated piping for a replaced well.
- C. Well Water Treatment Equipment and Installation – each eligible well owner is allowed 50% cost-share up to \$2,000 for certified point-of-use water treatment system
- D. Construction of a new well – each eligible well owner is allowed 50% cost-share up to \$8,500

Cost Share Rates and Limits for Financial Hardship for Private Well Owners

- E. Well owners or renters may be eligible for increased cost-share percentage if they meet certain income guidelines.
 - a. To be eligible for financial hardship funding, an owner or lessee of the property on which the contaminated private well is located must be enrolled in one of the programs outlined in the eligibility section of the program application and provide documentation of enrollment.
 - b. The grant program will provide funding to pay for 90% up to \$5,000 in eligible costs for well reconstruction or repair as described in section B above, and 90% up to



\$2,000 in eligible costs for point-of-use water treatment system installation as outlined in Section C above.

- c. Construction of a new well – each eligible well owner is allowed 90% cost-share up to \$8,500.

The following is an outline of the funding eligibility:

1. 90% Costshare (Priority Level 1) – Private well owner meets both income eligibility guidelines and contamination determination
 2. 50% Costshare (Priority Level 2) – Private well owner meets the contamination determination
- F. Cost-share funds will only be provided to applicants that use a [licensed well driller](#) or licensed pump installer for water treatment installation or well repair/reconstruction. If an applicant is requesting funds for new well installation, any existing well used for drinking water on the property 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 Olmsted SWCD and/or MDH.
- G. The well owner must comply with all requirements in Minnesota Rules chapter 4725; and a well must be constructed or reconstructed by a well contractor licensed under this chapter.
- H. If a well owner receives funds for installation of a water treatment device, the water treatment device must
- a. Be installed in accordance with State of Minnesota Plumbing Code (MN Rules, chapter 4714), by a water contractor licensed under chapter 326B or a plumber licensed under chapter 326B;
 - b. Comply with MN Rules, on “Water Conditioning Equipment” (part 4714.0611);
 - c. Use appropriate technology to address the contaminant identified in the testing; and
 - d. Be labeled under MN Rules, part 4714.0611, UPS section 611.1.3 as an appropriate technology to address the contaminant identified in the testing.

North Fork Zumbro River at
Mazeppa Channel Restoration

Pay Voucher 4



Client: Wabasha County SWCD 611 Broadway Ave Wabasha, MN 55981	Contractor: Environmental Troubleshooters, Inc. 3100 Courthouse Lane Eagan, MN 55121
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WSB Project No.: 014051-000
Client Project No.:
State Project No.:
Federal Project No.:

Contract Amount		Funds Encumbered	
Original Contract	\$251,299.40	Original	\$251,299.40
Contract Changes	\$4,684.71	Additional	N/A
Revised Contract	\$255,984.11	Total	\$251,299.40

Work Certified To Date	
Base Bid Items	\$236,907.15
Contract Changes	\$4,684.71
Material On Hand	\$0.00
Total	\$241,591.86

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
\$58,764.01	\$241,591.86	\$12,079.59	\$173,686.46	\$55,825.81	\$229,512.27
Percent Retained: 5%			Percent Complete: 94.38%		

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

Approved By WSB

Approved By Environmental Troubleshooters, Inc.


Project Engineer


Contractor

May 24, 2021
Date

5/24/21
Date

Approved By Wabasha County SWCD

Date

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

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
014051-000 Source 1	\$241,591.86	\$12,079.59	\$173,686.46	\$55,825.81	\$229,512.27

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
014051-000 Source 1	Local	\$55,825.81			\$229,512.27

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	\$4,250.00	1	0.5	\$2,125.00	1	\$4,250.00
2	2051.501	MAINT & RESTORATION OF HAUL ROADS	LS	\$2,520.00	1	0	\$0.00	1	\$2,520.00
3	2101.505	CLEARING	ACRE	\$3,318.52	2.7	0	\$0.00	2.7	\$8,960.00
4	2101.505	GRUBBING	ACRE	\$2,635.29	1.7	0	\$0.00	1.7	\$4,479.99
5	2104.501	REMOVE CONCRETE STRUCTURES (DAM REMNANTS)	LS	\$2,280.00	1	0.5	\$1,140.00	1	\$2,280.00
6	2105.507	COMMON EXCAVATION (P)	C Y	\$4.49	31405	3768.6	\$16,921.01	31405	\$141,008.45
7	2511.507	RANDOM RIPRAP CLASS I	C Y	\$57.55	100	0	\$0.00	100	\$5,755.00
8	2511.507	RANDOM RIPRAP CLASS V	C Y	\$49.78	300	0	\$0.00	300	\$14,934.00
9	2573.502	STABILIZED CONSTRUCTION EXIT	EACH	\$1,000.00	2	0	\$0.00	1.5	\$1,500.00
10	2573.503	SILT FENCE; TYPE MS	L F	\$2.01	870	439	\$882.39	439	\$882.39
11	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	L F	\$7.94	425	0	\$0.00	425	\$3,374.50
12	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L F	\$1.47	3400	960	\$1,411.20	2932	\$4,310.04
13	2575.508	SEED MIXTURE 21-111	LB	\$0.86	193	0	\$0.00	193	\$165.98
14	2575.508	SEED MIXTURE 25-131	LB	\$7.48	60	0	\$0.00	50	\$374.00
15	2575.508	SEED MIXTURE 32-241	LB	\$7.13	190	0	\$0.00	114	\$812.82

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
16	2575.508	SEED MIXTURE 34-261	LB	\$23.08	91	0	\$0.00	91	\$2,100.28
17	2575.508	HYDRAULIC BONDED FIBER MATRIX	LB	\$0.97	31000	20710	\$20,088.70	20710	\$20,088.70
18	2575.602	SITE RESTORATION	EACH	\$1,740.00	2	1	\$1,740.00	1	\$1,740.00
19	2575.605	MULCH MATERIAL TYPE 1	ACRE	\$166.67	1.2	1.2	\$200.00	1.2	\$200.00
20	2577.210	TOE WOOD	L F	\$38.00	400	200	\$7,600.00	400	\$15,200.00
21	2577.502	LIVE STAKES	EACH	\$4.38	450	450	\$1,971.00	450	\$1,971.00
Bid Totals:							\$54,079.30		\$236,907.15

Project Category Totals			Amount This Voucher	Amount To Date
Category				
Base bid			\$54,079.30	\$236,907.15

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

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

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

Material On Hand Balance						
Line No.	Item	Description	Date	Added	Used	Remaining

WSB Project No. 014051-000		Owner Project No.		Change Order No. 1		
Project Title/Description: North Fork Zumbro River at Mazeppa Channel Restoration						
Owner: Wabasha County SWCD						
Owner Address: 611 Broadway Ave Wabasha, MN 55981						
Contractor: Environmental Troubleshooters, Inc.						
Contractor Address: 3100 Courthouse Lane Eagan, MN 55121						
Total Change Order Amount: \$4,684.71						
Description: Dam remnant removal using expanding mortar.						
Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)						
Group/Funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
014051-000 Source 1	2104.601	DRILL AND APPLY MORTAR TO BOTH DAM REMNANTS	LS	\$2,200.00	1	\$2,200.00
014051-000 Source 1	2104.601	EXPANDING MORTAR PILOT TEST	LS	\$960.00	1	\$960.00
014051-000 Source 1	2540.601	PURCHASE EXPANDING MORTAR AND DELIVERY	LS	\$1,524.71	1	\$1,524.71
Net Change This Change Order						\$4,684.71

Due to this change, the contract time: (check one)	
<input checked="" type="checkbox"/> (x) Is NOT changed	<input type="checkbox"/> () May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change:	Number of Calendar Days Affected by this Contract Change:

Approved By Project Engineer: Amy Anderson Date: May 24, 2021

Print Name: Amy Anderson Phone: 763.762.2873

Approved By Contractor: [Signature] Date: 5/24/21

Print Name: Chris P. Wilson Phone: _____

Approved By Owner: _____ Date: _____

Print Name: _____ Phone: _____

Due to the current CDC guidelines on social distancing, we are limiting the number in attendance to 8 people at the board meeting. We will also have limited call-in capabilities for up to 10 people. Phone# 651-560-1088 Access code # 0147478#

If you are not fully vaccinated, we ask that you please wear a mask.

Phone or physical attendance will be allowed on a first come first serve basis following Wabasha SWCD board members receiving priority for phone or physical attendance. Anyone who is in the at-risk category should consider not attending. If you would like to attend either by call-in or physically, you must notify Sue Cerwinske to hold your place in advance. susan.cerwinske.wabashaswcd@gmail.com or 651-560-2053

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

I. CALL MEETING TO ORDER –

Meeting called to order at 8:15 am by Terry Helbig, Chair

Supervisors Present: Terry Helbig, Chair, Lynn Zabel, Co-Chair, Sharleen Klennert, Treasurer, Chet Ross, Member

Staff Present: Terri Peters, District Manager

Others Present: Bob Walkes, County Commissioner, Frank Klennert, citizen

Attending by Phone: Brian DeVetter, NRCS, Sue Cerwinske, Bookkeeper/Admin. Assistant and John Benjamin, NRCS

II. PLEDGE ALLEGIANCE

III. AGENDA

A. Meeting Statement – Terri Peters

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

Motioned by Zabel and seconded by Ross to approve the agenda.

Affirmative: Helbig, Zabel, Klennert, Ross

Opposed: None

Motion Carried

IV. PUBLIC COMMENTS

Comments limited to 5 minutes per speaker

V. CONSENT AGENDA -Board Action

VI. SECRETARY'S REPORT

A. March 25, 2021 Meeting Minutes-Board Action

Motioned by Klennert and seconded by Ross to approve the March 25, 2021 Meeting Minutes

Affirmative: Helbig, Zabel, Klennert, Ross

Opposed: None

Motion Carried

B. April 16, 2021 Special Meeting Minutes-Board Action

Motioned by Klennert and seconded by Ross to approve the April 16, 2021 Special Meeting Minutes

Affirmative: Helbig, Zabel, Klennert, Ross

Opposed: None

Motion Carried

VII. TREASURER'S REPORT:

A. 2020 Closeout Program Record – Board Action

Motioned by Klennert and seconded by Ross to approve the program record

Affirmative: Helbig, Zabel, Klennert, Ross

Opposed: None

Motion Carried

B. District Financial Statements-Board Action

Motioned by Ross and seconded by Klennert to approve the District Financial Statements

Affirmative: Helbig, Zabel, Klennert, Ross

Opposed: None

Motion Carried

VIII. PAYMENT OF MONTHLY BILLS

A. Monthly Bills in the amount of \$81,105.61 -Board Action

Motioned by Zabel and seconded by Ross to approve payment of the monthly bills in the amount of \$81,105.61

Affirmative: Helbig, Zabel, Klennert, Ross

Opposed: None

Motion Carried

IX. DISTRICT REPORTS

A. Chair Report – Terry Helbig

Local work group, Supervisor's Meeting 3-31-2021. Terry, Sharleen, Lynn attended online. Sharleen said well presented, she learned a lot. Lynn said very informative Terry reported the training was about how to have a better local work group session this month. Special trainers said there are four separate things to take up on at this meeting. Assessments of needs, Action Plan, Implementation of Plan and Evaluation & Results. Analogy: Think as a marble cake, not a layer cake. Work together with partners.

- B. County Commissioner – Bob Walkes – **No Report**
- C. District Manager Report – Terri Peters
*Both 1W1P are going. Notification list going out for WinLac.
 Greater Zumbro out for final comments. At end stages, hearing periods, public comments. Hopefully by fall it will get approved. No funding until end of 2022.
 Attended Zumbro Wastewater Discharge meeting. Presented it to the county board.
 Quarterly reporting.
 Meeting for smaller grants to talk about progress and extensions.
 Reapply for grant for NACD, which covers JPB staff. They bill us.
 Called people to discuss project Lynn is working on.
 Worked with staff to get contracts to board meeting. Making sure we have funding for the projects.
 West Indian 319. Working with NRCS putting things together to get added on the (MRBI) Mississippi River Basin Initiative which will give us priority funds. Pool of money for specific watersheds*
- D. NRCS Report – John Benjamin **Report in packet**
- E. Ecological Technician Report – Henry Stelten **Report in packet**
- F. District Technician Report- Matt Kempinger **Report in packet**
- G. Bookkeeper/Administrative Assistant -Sue Cerwinske **Report in packet**

X. OLD BUSINESS

- A. Conservation Project – Lynn Zabel
Discussion:
*Lynn and Terri had zoom meeting with Eric Schmechel of Dubuque Iowa SWCD and Matt Krueger of Land O’ Lakes. Lynn reported that Land O’ Lakes tracks the results from landowner’s practices on a spreadsheet, an assessment program called Truterra. Lynn noted that the only way to push conservation forward is to blend things that mean profit and change. MDA and Land O’ Lakes are enthused to bring on partners and collaboration.
 Terri reported that she had called Robert Harris from RC&D about this project. What they are looking for mainly is for something to administer funds for his time. He did mention that they are working on Forestry credit with TNC at state level. Ag carbon credits are taken up by big companies, like Land O’Lakes and their Truterra program. Terri called Matt Krueger with Land O’ Lakes and he told her that everything we have been talking about on a small scale, DC has people talking about it. Working on carbon credits. Microsoft gave Land O’Lakes money to use for Ag carbon credits. Land O’Lakes has a soil testing lab in Indiana. Truterra assesses the land and what practices are being done and assigns points. For more points, add no-till and then the landowner gets paid for carbon credits. Only way to get Truterra is to have an Agronomist or Coop on board. Land O’ Lakes are willing to partner with us, but they are working on bigger things. Matt connected Terri with Eric Schmechel from Dubuque IA SWCD. Dubuque County is*

contributing \$400,000.00 to this program. Truterra partners work with landowners on this project. They pay \$2.50 acres/point increase achieved through the Truterra plan. Cap up to \$5,000.00 if they need to do a project to get higher points. They are creating a program more like MAWQCP. Lynn noted that Matt was talking about MDA making ratings more uniform for Truterra and MAWQCP evaluations. Terri talked to Brian Redlin head of MAWQCP program. MAWQCP wanted property tax also, but haven't had it to go to legislative level. Brian said they would be willing to give \$30,000.00 to Wabasha County to do a pilot. How would partnering with the Truterra program work? MDA works on local level. They would like land certified, one for carbon, one for climate. Also, Dubuque is doing recognition of landowners going over & beyond extra land stewardship with payment of \$2,000.00. Ag Certainty amount is \$1,000.00. Need to work with an Agronomist. Work with Coops also. Talked to Dennis Stelling of Ag Partners and he was excited about the program and was going to talk to people there. Bob Walkes mentioned that agronomists are realizing that it's not all about crop sales, mood is changing. Terri sent summary to Brian Redlin, MDA. He was interested in digging into it. Already aligning their Ag certification with Truterra score.

- B. Casey Leonhardt AgBMP – Update signature approval dates – Board Action
Motioned by Klennert and seconded by Zabel to approve Casey Leonhardt AgBMP update of signature
Affirmative: Helbig, Zabel, Klennert, Ross
Opposed: None
Motion Carried
- C. Amendment to Whitewater JPB Cover Crop Agreement which extends the date of the Sub-Agreement to December 31, 2023 from December 31, 2022 – Board Action
Motioned by Ross and seconded by Klennert to approve the Amendment to Whitewater JPB Cover Crop Agreement which extends the date of the Sub-Agreement to December 31, 2023 from December 31, 2022
Affirmative: Helbig, Zabel, Klennert, Ross
Opposed: None
Motion Carried

- D. Amendment to Whitewater JPB Agreement for Services In support of Surface Water Assessment Grant (SWAG) program. Changing contractor to SWCD and amounts to be paid for services rendered-Board Action

Motioned by Klennert and seconded by Ross to approve the Amendment to Whitewater JPB Agreement for Services in support of Surface Water Assessment Grant (SWAG) program. Changing contractor to SWCD and amounts to be paid for services rendered.

Affirmative: Helbig, Zabel, Klennert, Ross

Opposed: None

Motion Carried

- E. Greater Zumbro River Comprehensive Watershed Management Plan Joint Powers Agreement – Board Action

Motioned by and seconded by to approve the Greater Zumbro River Comprehensive Watershed Management Plan Joint Powers Agreement

Affirmative: Helbig, Zabel, Klennert, Ross

Opposed: None

Motion Carried

- F. Amendment 1 FY2019 Drinking Water Protection in Southeast Minnesota Sub-Agreement between Fillmore Soil and Water Conservation District and Wabasha Soil and Water Conservation District – Board Action

Motioned by Zabel and seconded by Klennert to approve the Amendment 1 FY2019 Drinking Water Protection in Southeast Minnesota Sub-Agreement between Fillmore Soil and Water Conservation District and Wabasha Soil and Water Conservation District

Affirmative: Helbig, Zabel, Klennert, Ross

Opposed: None

Motion carried

XI. NEW BUSINESS

- A. Memorandum of Agreement between The National Association of Conservation Districts (NACD) and the Wabasha Soil & Water Conservation District for NACD TA Grant – Board Action

Motioned by Ross and seconded by Klennert to approve the Memorandum of Agreement between The National Association of Conservation Districts (NACD) and the Wabasha Soil & Water Conservation District for NACD TA Grant

Affirmative: Helbig, Zabel, Klennert, Ross

Opposed: None

Motion Carried

- B. Approve Stephen McNallan contract# 18-Capacity-7 in the amount of \$4,101.39 for NRCS practices 410-Grade Stabilization Structure and 412-Grassed Waterway – Board Action

Motioned by Klennert and seconded by Ross to approve Stephen McNallan contract# 18-Capacity-7 in the amount of \$4,101.39 for NRCS practices 410-Grade Stabilization Structure and 412-Grassed Waterway

Affirmative: Helbig, Zabel, Klennert, Ross

Opposed: None

Motion Carried

- C. Approve George Meyer contract# 21-Capacity-2 in the amount of \$9,061.64 for NRCS practice 638 Water and Sediment Control Basin – Board Action

Motioned by Klennert and seconded by Ross to approve George Meyer contract# 21-Capacity-2 in the amount of \$9,061.64 for NRCS practice 638 Water and Sediment Control Basin

Affirmative: Helbig, Zabel, Klennert, Ross

Opposed: None

Motion Carried

- D. Approve Wade Nibbe contract# 20-Capacity-6 in the amount of \$3,325.00 for NRCS practice 412-Grassed Waterway – Board Action

Motioned by Zabel and seconded by Klennert to approve Wade Nibbe contract# 20-Capacity-6 in the amount of \$3,325.00 for NRCS practice 412-Grassed Waterway

Affirmative: Helbig, Zabel, Klennert, Ross

Opposed: None

Motion Carried

- E. Approve Voucher payment to Megan Herbers for contract# 20-CWMA-5 in the amount of \$520.50 for practice 314 Brush Management – Board Action

Motioned by Ross and seconded by Klennert to approve voucher payment to Megan Herbers for contract# 20-CWMA-5 in the amount of \$520.50 for practice 314 Brush Management

Affirmative: Helbig, Zabel, Klennert, Ross

Opposed: None

Motion Carried

- F. Approve Eugene Schnell contract # 20-Capacity-5 in the amount of \$2,550.00 for NRCS practice 412 Grassed Waterway - Board Action
Motioned by Klennert and seconded by Ross to approve Eugene Schnell contract# 20-Capacity-5 in the amount of \$2,550.00 for NRCS practice 412 Grassed Waterway
Affirmative: Helbig, Zabel, Klennert, Ross
Opposed: None
Motion Carried
- G. Zumbro River Wastewater Discharge Meeting/Training – Terri Report
MPCA posted Zumbro River Wastewater Discharge Meeting
Terri reported to County Board briefly. The purpose of the meeting was to get permittees up to speed on requirements. Focused on anything going through Lake Zumbro. Number of expired Wastewater permits. Justin Watkins of the MPCA talked about surface water. Explained phosphorus assessments and watershed delineation. Downstream discharge from 3rd largest city in the state, which is Rochester. Have a large discharge load, but low phosphorous because they have a good wastewater treatment system. They do a test called Total Maximum Daily Load (TMDL) which shows how much pollution water can take before it exceeds water quality standards. Assess for aquatic life, consumption, recreation, drinking water. Lake Zumbro was more impaired, it has improved quite a lot. Monitor to maintain. How to manage chloride from water softeners. Solid by product has to go to landfill. Identify phosphorous limit for fishing, boating. Algae bloom, blue/green is bad. Harmful to dogs, kids, skin and health. Looking for potential solution for water softeners. What is coming from private septic systems? What of that is going into the water, not getting the solid to landfill?
- H. N. Fork Zumbro Mazeppa Change order for current project (Environmental Troubleshooters, Inc.)– Board Action
Motioned by Klennert and seconded by Ross to approve the N. Fork Zumbro Mazeppa change order for current project (Environmental Troubleshooters, Inc.
Affirmative: Helbig, Zabel, Klennert, Ross
Opposed: None
Motion Carried
- I. N. Fork Zumbro River Channel Restoration --Lange Property Project Expansion (WSB) - Board Action
Motioned by Ross and seconded by Zabel to approve N. Fork Zumbro River Channel Restoration – Lange Property Project Expansion (WSB)
Affirmative: Helbig, Zabel, Klennert, Ross
Opposed: None
Motion Carried

- J. Approve Theodore Mehrkens contract# 19-DWP-CC-7 in the amount of \$2,700.00 for practice 340 cover crops – Board Action
Motioned by Klennert and seconded by Ross to approve Theodore Mehrkens contract# 19-DWP-CC-7 in the amount of \$2,700.00 for practice 340 cover crops
Affirmative: Helbig, Zabel, Klennert, Ross
Opposed: None
Motion Carried
- K. Approve Adam Graner Amendment 1 for Contract# 19-DWP-CC-5 to adjust install dates to 11/1/2021, 11/01/2022 and 11/01/2023. No change to amount of contract \$2,700.00. – Board Action
Motioned by Zabel and seconded by Ross to approve Adam Graner Amendment 1 for contract# 19-DWP-CC-5 to adjust install dates to 11/1/2021, 11/01/2022, 11/01/2023. No change to amount of contract \$2,700.00
Affirmative: Helbig, Zabel, Klennert, Ross
Opposed: None
Motion Carried
- L. Upcoming Events:
i. Tree Pick Up Day April 29, 9 am – 3 pm

XII. Board Reports

- A. Whitewater JPB
Lynn reported that they approved amended sub-agreement for extensions. Left over money from cover crops, approved to spend on billboards to promote general cover crop program. Billboards would go by Plainview, Stockton and Winona along Hwy 61.
Discussion on putting people's names on contracts for cover crops.
Lynn stated people should not be ashamed of putting cover crops in with the program. One comment was they should do it on their own.
Bob and Sharleen stated it is public knowledge.
Section 319 N. Fork resubmit with smaller area to see if can get a grant.
- B. Zumbro 1W1P
Terri reported that the policy committee meeting went over where they are in the process. JP agreement coming to all boards. Went over implementation tables. Approved payments. Good plan action for implementation. BWSR will fund it. Work plan next year before can get started. Once BWSR approves the plan, it will be end of this year or beginning or next year before we would get funding.

C. WinLac 1W1P

Lynn reported that try to secure a Consultant by end of month, before fair season. Help to coordinate. Want to have a meeting at Winona County Fair to get some exposure. Emily Zanone from MPCA on water testing. She said to use data that is already there.

Terri added that the notification of our plan went out to cities and townships. Put together an advisory committee

D. SE SWCD Technical Support JPB - ***No Report***

E. County Board Meeting -

Larry presented to the board and Dave Balcom did the write up In The Wabasha Herald.

F. Hiawatha Valley RC&D

Terry stated next meeting is in June. Would like them to come in before the Board.

XIII. Adjourn – Board Action

Motioned by Klennert and seconded by Ross to adjourn the meeting at 9:50 am

Affirmative: Helbig, Zabel, Klennert, Ross

Opposed: None

Motion Carried

Respectively Submitted By:

Larry Theismann, Secretary

Wabasha Soil and Water Conservation District
Cash Balances
As of April 30, 2021

	Apr 30, 21
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	50,894.27
Money Market WNB Financial	7,393.16
Peoples State Bank Money Market	331,920.82
Petty Cash	131.62
WNB Financial	9,011.62
Total Checking/Savings	399,351.49
Total Current Assets	399,351.49
TOTAL ASSETS	399,351.49
LIABILITIES & EQUITY	0.00

Wabasha Soil and Water Conservation District

Balance Sheet

As of April 30, 2021

Apr 30, 21

ASSETS

Current Assets

Checking/Savings

Money Market- Bank of Alma	50,894.27
Money Market WNB Financial	7,393.16
Peoples State Bank Money Market	331,920.82
Petty Cash	131.62
WNB Financial	9,011.62

Total Checking/Savings 399,351.49

Accounts Receivable

11000 · Accounts Receivable 79,747.97

Total Accounts Receivable 79,747.97

Total Current Assets 479,099.46

Fixed Assets

15000 · Furniture and Equipment

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

Total 15000 · Furniture and Equipment 113,389.91

17000 · Accumulated Depreciation -102,935.42

Total Fixed Assets 10,454.49

Other Assets

Prepaid Items

Prepaid Rent 920.43

Total Prepaid Items 920.43

Total Other Assets 920.43

TOTAL ASSETS 490,474.38

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

20000 · Accounts Payable 6,303.96

Total Accounts Payable 6,303.96

Other Current Liabilities

Allowance for Unemployment Reim 1,581.86

Deferred Revenue

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

Total Deferred Revenue 439,318.59

Deposit on Tree Sales 10,952.99

24000 · Payroll Liabilities 1,192.99

25500 · Sales Tax Payable 569.58

Wabasha Soil and Water Conservation District
Balance Sheet
As of April 30, 2021

	Apr 30, 21
Total Other Current Liabilities	453,616.01
Total Current Liabilities	459,919.97
Total Liabilities	459,919.97
Equity	
Fund Balance- Restatement	47,943.10
Fund Balance Designated	31,903.30
Investment in Capital Assets	10,454.49
30000 · Opening Balance Equity	649.89
32000 · Owners Equity	106,845.21
Net Income	-167,241.58
Total Equity	30,554.41
TOTAL LIABILITIES & EQUITY	<u>490,474.38</u>

Wabasha Soil and Water Conservation District

Profit & Loss

April 2021

	Apr 21
Ordinary Income/Expense	
Income	
Charges for Services	
Plat Book Sales	70.00
Total Charges for Services	70.00
Intergovernmental Revenues	
Federal	
319	2,349.63
Total Federal	2,349.63
Local	
State	4.06
FY20 Gorman Creek Restoration	9,867.03
Lwr Mississippi Feedlt Mgmt RCPP	571.61
MAWQCP	12,769.97
Total State	23,208.61
Total Intergovernmental Revenues	25,562.30
Total Income	25,632.30
Gross Profit	25,632.30
Expense	
District Operations	
Other Services and Charges	
Building Rent	920.43
Employee Education and Training	321.05
Fees and Dues	9.98
Internet Expense	70.95
Postage	2.16
Subs. and Pubs.	697.94
Supervisor's Expenses	0.00
Supervisor's Mileage	288.96
Vehicle Expenses	
Chevrolet Silverado Vehicle Exp	32.71
Hyundia Tucson Vehicle Expense	30.15
Total Vehicle Expenses	62.86
Total Other Services and Charges	2,374.33
Personnel Services	
Employee Salary Permanent	27,276.22
Employer HSA contributions	0.00
Employer Life and Health	
66000 - Payroll Expenses	5,183.12
Employer Life and Health - Other	22.00
Total Employer Life and Health	5,205.12
Employer Share FICA	1,719.39
Employer Share Medicare	402.13
Employer Share PERA	1,920.78
Total Personnel Services	36,523.64
Total District Operations	38,897.97
Project Expenditures	
Federal	
319 Feedlot Fix	1,174.95
FY20 NFWF	75.95
Total Federal	1,250.90
State	
FY20 CWMA	1,820.57
FY20 Gorman Creek Restoration	3,172.54
FY20 NACD TA Grant	34,491.42
LWM NRBG	55.84

Wabasha Soil and Water Conservation District
Profit & Loss
April 2021

	Apr 21
MAWQCP Administration	19,698.14
North Fork Zumbro-Mazeppa	13,738.82
Total State	72,977.33
Total Project Expenditures	74,228.23
Total Expense	113,126.20
Net Ordinary Income	-87,493.90
Other Income/Expense	
Other Income	
Interest Income	
Interest Earnings MM's	126.59
Total Interest Income	126.59
Total Other Income	126.59
Net Other Income	126.59
Net Income	-87,367.31

NRCS Field Office Report

5/27/21

John Benjamin

Current office standing

- Bill and I are working out of the office every day. However, one of us is typically in the field for the majority of any given day.
- Brian DeVetter and other co-workers, that don't work out of the Wabasha office typically, have been asked to stop coming to work out of the office until further notice.
- FPAC policy is now following CDC guidelines. If vaccinated no need to wear a mask or social distance. Office staffing is still 50% capacity and maximum telework is encouraged.

CSP (Conservation Stewardship Program)

- FY21 CSP classic assessment and ranking deadline May 28, 2021
- 14 Classic signup Applications, 2 with a high priority
- 1 Classic signup Application moving forward to ranking
- FY22 renewal application deadline, March 30th, 2021
- 6 Renewal applications, not prioritized at this time
- 14 Active contracts

EQIP (Environmental Quality Incentive Program)

- Obligation deadline for FY21-1 preapproved applications is July 23rd
- 2 addition application just moved to preapproved for FY21 sign up
- FY21 sign up 2 announced last month.
 1. Sign up date was over before announcement
 2. 3 applications prioritize high
 3. 1 application moving to assessment and ranking
- 25 FY21 EQIP applications in pending status
- 16 Active EQIP contracts

RCPP-EQIP (Regional Conservation Partnership Program)

- 5 RCPP-EQIP active contracts
- 2 applications preapproved
- Obligation deadline is July 23rd
- Land Management fund through MAWQCP sign up announced
- Application deadline is June 4th
- No applications yet.

CRP (Conservation Reserve Program)

- FY21 sign up started January 4th and ends February 12th
- FY21 signup period extended, no word of an established deadline.

HEL (Highly Erodible Land determinations) & Plans

1 HEL determinations pending completion

7 HEL plans needing to be written

Monthly Report – May

Matt Kempinger

Training

- NRCS
 - Conservation Desktop and CART

Projects

- Got 1 new contract ready for board signature
- Investigated 2 future waterway sites
- Investigated 7 future grade stabilization structure sites
- Answered questions regarding wetland considerations solar project
- Reviewed 2 1026 tiling WCA review requests
- Completed initial watershed, hydrology and runoff calculations for 1 project site
- Surveyed 2 feedlot project for construction and floodplain modeling
- Survey and preliminary work for 1 grade stabilization project
- Worked on gathering documentation for reimbursement of 3 contracted projects
- Completed a Karst geology risk assessment for one LMSA project
- Followed up with various landowners that have ongoing projects
- Stream restoration, drafting (large portion of my month)
- 2 preconstruction meetings
- Reviewed 2 potential wetland violations
- Provided guidance to WCA violator to restore problem and avoid law enforcement involvement

Others

- Informed 1 landowners about EQIP and suggested they apply next sign up period
- Assisted 3 landowner in applying for MAWQCP certification
- Informed 2 landowners about the MAWQCP program
- Answered general resource questions from public and assisted where possible
- Compiled and prepared GIS information for West Indian Creek prioritization tool
- Aided and advised citizens regarding WCA concerns
- Provided technical assistance for wetland considerations

Work Summary May 2021

Henry Stelten

- Landowner site visits for various projects
- West Indian Creek meetings and site visits, outreach
- Tree sale pick up day
- Prep for RIM inspections
- Mazeppa stream wrap-up
- Knotweed grant outreach and planning
- RFA submittal
- Started Drone training

Sue Cerwinske

- Quarterly Payroll Reports
- MCIT EDP Inventory
- MCIT Payroll Estimate
- Trees – Helped unload trucks, bag for customers and tree pickup
- Tie out with MDA their spreadsheet to ours for MAWQCP
- Copy minutes for contract approvals to go in landowner's files
- Helped Henry with RIM mailing – labels
- BWSR – online learning modules: Soil Health & Climate Change and MN Resource Concerns and Land Use and Point/Non-Point Pollution
- Helped John with filing CSP paperwork and learning how to do application with a landowner.
- Listened in on MDA online meeting about agreement with NRCS for delivery of technical assistance.
- West Indian mailing – helped with labels and postcards
- Normal monthly duties: payroll, PR Liability payments, accounts payable, checks and deposits, bank reconciliations and district financial statements, as well as minutes, agendas and board packets

FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: **Deborah Allan**
Address: **1575 Merrill Street**
City, State, Zip: **St Paul, MN 55108**
Contract No.: **20-CWMA-7**

Total Amount Authorized: **\$600.00**
(from contract)

Practice	Quantity	Unit	Unit Rate	Total
Prescribed Burn	3	acres	\$200.00	\$600.00

PAYMENT REQUEST: **\$600.00**

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


Payee Signature

5/2/2021
Date

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final): **Final**
B. Payment amount requested: **\$600.00**
C. Total Amount Authorized: **\$600.00**
D. Total previous partial payments:
E. Amount available (C - D): **\$600.00**

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

\$600.00

Technical Certification

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

/s/ Jim Edgar
Technical Assistance Provider

4/28/21
Date

Administrative Certification

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


Administrative Sign-off

5/05/21
Date



Minnesota Department of Agriculture
625 Robert St. N., St. Paul, MN 55155-6120
www.mda.state.mn.us/agbmploans

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

AgBMP LOAN APPLICATION

County: **Wabasha**

(Required for all applications) (One)
Borrower Information: First Name: **Nathan**

(One)
Last Name: **Arendt**

(optional)
Company: **Arendt Holstein Resort, LLC**

Street Address: **66272 430th Ave**

City: **Mazeppa**

State: **MN**

Zip: **55956**

Telephone: **(507) 273-8411**

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

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

Brief description of what will be purchased or constructed and how it helps water quality;
CAT wheel loader to assist in manure handling

**Well
Eligibility**

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

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

PLS

Township #: _____

Range: _____

Section: _____

OR

Latitude: _____ Longitude: _____

OR

Pin or Parcel #: _____

LOCAL GOVERNMENT APPROVAL

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

Approved Loan Amount		\$	
Estimated Total Project Cost (all sources)		\$ 196,285.40	
Animal Units (Feedlot improvements or manure handling equipment for facilities > 1000 AU that are not in the Mississippi watershed are ineligible)		Beginning: 675	Ending: 675
Primary Livestock		<input checked="" type="checkbox"/> Dairy <input type="checkbox"/> Beef <input type="checkbox"/> Swine <input type="checkbox"/> Other:	
Primary Crops: Forage	<input type="checkbox"/> Selection 2	Conservation Tillage Acres AFTER Project:	Total Acres Farmed: 1,000
Approval Expiration and Other Restrictions			

Project Approved by: _____ Date: _____

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

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

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

LENDER INFORMATION & LOAN TERMS

AgBMP Loan Request	\$ 150,000.00	Check if Local Revolving Funds are used: <input type="checkbox"/> <i>Funds will not be disbursed if checked.</i>	
(Optional) Additional Request #	\$	Initials:	Date:
Number of payments per year:	12		
Total Number of Payments:	84		
Interest rate (if other 3%):	%	(Optional) Balloon Payment Date:	
Lender Organization Name	Bank of Zumbrota		
Lender Address	1440 S Main St, PO Box 8, Zumbrota, MN 55956		
Lender Signature:	Date:		

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

07/03/2018



PRODUCT PURCHASE AGREEMENT

DATE Apr 30, 2021

PURCHASER		ARENDS HOLSTEIN RESORT INC			
STREET ADDRESS		66272 430TH AVE		<SAME>	
S O L D	CITY/STATE	MAZEPPA, MN	COUNTY	WABASHA (MN)	S H I P
	POSTAL CODE	55956-4103	PHONE NO.	507-843-5322	
T O	CUSTOMER CONTACT:		EQUIPMENT	NATE ARENDT	T O
			PRODUCT SUPPORT	NATE ARENDT	
INDUSTRY CODE		PRINCIPAL WORK CODE		F.O.B. AT: ROCHESTER	
ACCOUNT NUMBER		0420370		Sales Tax Exemption # (if applicable) N/A	
				PURCHASER PO NUMBER	
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
T E R M S	NET PAYMENT ON RECEIPT OF INVOICE <input type="checkbox"/>		NET ON DELIVERY <input checked="" type="checkbox"/>		FINANCIAL SERVICES <input type="checkbox"/> CSC <input type="checkbox"/> LEASE
	CASH WITH ORDER \$0.00		BALANCE TO FINANCE \$0.00		CONTRACT INTEREST RATE
	PAYMENT PERIOD		PAYMENT AMOUNT \$0.00		NUMBER OF PAYMENTS 0
					OPTIONAL BUY-OUT
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR		MODEL: 930M		YEAR: 2021	
STOCK NUMBER: TBA		SERIAL NUMBER: TBA			
930M SWL AGRICULTURE		541-2672	CUTTING EDGE, BOLT ON, 4 PIECE		345-2758
REQUIRES: 552-4465 COUNTERWEIGHT, HEAVY			TIRES, 20.5R25 MX XTLA * L2		366-6896
PACK, DOMESTIC TRUCK		0P-0210	JUMPER LINES, AUX 3RD, FUSTON		445-4725
ANTIFREEZE, -50C (-58F)		0P-2407	QUICK COUPLER, FUSION		536-5313
KIT, SERIALIZED TECHNICAL MEDIA		0P-2491	ENVIRONMENT, MEDIUM DEBRIS		536-5340
LANE 2 ORDER		0P-9002	WEATHER, COLD START 120V		525-5964
WARNING, BEACON, LED STROBE		333-1425	ENGINE		549-0430
DIFFERENTIAL, LIMITED SLIP REAR		333-6527	HYDRAULICS, 3V, CPLR READY, HL		549-0433
STEERING, STANDARD		333-6850	CAB, DELUXE		536-5309
FENDERS, STANDARD		366-8148	SEAT, DELUXE		563-5967
RADIO, BLUETOOTH, AUX, MIC		372-1868	PRODUCT LINK, CELLULAR PLE641		565-0909
CAMERA, REAR VIEW		377-5635	COUNTERWEIGHT, AGGREGATE		536-3718
RIDE CONTROL		430-2860	LIGHTS, AUX, LED, PREMIUM		559-0844
PREP PACK, UNITED STATES		430-2943	NEW HYD ISO COUPLER INSTALLED		
BUCKET-GP, 3.8 YD3, FUS		345-2428			
YEAR	BILL OF SALE - TRADE-IN EQUIPMENT		SERIAL NO.	SELL PRICE	\$196,285.40
				NET BALANCE DUE	\$196,285.40
				BALANCE	\$196,285.40
PURCHASER REPRESENTS AND WARRANTS ANY TRADE-IN EQUIPMENT IS FREE OF ALL LIENS, ENCUMBRANCES, LIABILITIES, AND ADVERSE CLAIMS OF EVERY NATURE WHATSOEVER EXCEPT AS NOTED BELOW.					
GROSS TRADE ALLOWANCE					
PAYOUT TO		AMOUNT OWING			
PURCHASER TO PAYOUT <input type="checkbox"/>		ZIEGLER INC. TO PAYOUT <input type="checkbox"/>			
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO ZIEGLER INC. SUBJECT TO THE TERMS ON PAGE 2					
<input checked="" type="checkbox"/> NEW EQUIPMENT WARRANTY			<input type="checkbox"/> USED EQUIPMENT WARRANTY		
New equipment is subject to a limited warranty ("Limited Warranty") as provided by the manufacturer or Seller, which will either be included in a written warranty statement with the Product or the manufacturer's standard limited warranty in force when the Product is delivered to Purchaser. Limited Warranties extend only to parts or attachments sold by manufacturer, and Purchaser's failure to follow warranty conditions may result in voiding the Limited Warranty, as further stated on Page 2. Neither manufacturer nor Seller will be responsible for any other warranty. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED AS FURTHER STATED ON PAGE 2. Standard Manufacturer's Warranty			ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED AS FURTHER STATED ON PAGE 2. All used equipment is sold "as is with all faults," and no warranty is offered except as specified here		
1 YEAR FULL WARRANTY, 3 YEAR / 3,000 HOUR POWERTRAIN WARRANTY					
CSA					
NOTES: FAST START DISCOUNT					

THIS AGREEMENT INCLUDES THE TERMS ON PAGE 2 AND THE WEBSITE REFERRED TO THEREIN

Ziegler Inc. Company

PURCHASER

ORDER RECEIVED BY

Cale Doty

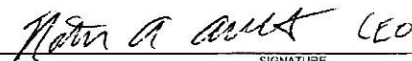
REPRESENTATIVE

APPROVED AND ACCEPTED ON

ARENDS HOLSTEIN RESORT INC

PURCHASER

BY



SIGNATURE

TITLE

FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: Prairie Restorations
 Address: 6300 Hwy 14 West
 City, State, Zip: Lewiston, MN 55952
 Contract No.: 20-CWMA-8 Total Amount Authorized: \$800.00
 (from contract)

Practice	Quantity	Unit	Unit Rate	Total
315 Herbaceous Weed Control	4	acres	\$200.00	\$800.00

PAYMENT REQUEST: \$800.00

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

Jessie H. St. Manager
 Payee Signature *FRI*

5-18-21
 Date

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final): Final
 B. Payment amount requested: \$800.00
 C. Total Amount Authorized: \$800.00
 D. Total previous partial payments:
 E. Amount available (C - D) \$800.00

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

Technical Certification

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

Administrative Certification

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

Amalia Gentry
 Technical Assistance Provider *Winona County S&P*
Resource Specialist II
5/12/2021
 Date

Susan Grwinke
 Administrative Sign-off
5/18/2021
 Date

Prairie Restorations, Inc.
31646 128th Street
Princeton MN 55371
United States
763-389-4342

#27748

Bill To

Wabasha SWCD
611 Broadway Ave
Suite 10
Wabasha MN 55981
United States

Amount Due

\$800.00

Ship To

Wabasha SWCD
611 Broadway Ave
Suite 10
Wabasha MN 55981
United States

PO #

Terms

Due Date

Net 30

5/20/2021

Sales Rep

Shipping Method

Invoice Date

JLW

Internal Shipping

4/20/2021

Project	Quantity	Units	Item	Rate	Amount
PRJ12760 Watopa 2021 Spray	1		Watopa 2021 Garlic mustard spray 2 staff 4.5 hours onsite 1.5 hours travel, prep, contacting surrounding landowners Work completed 4/19/21		\$800.00

Subtotal	\$800.00
Shipping and Handling	\$0.00
Tax Total (%)	\$0.00
Amount Paid	-\$0.00
Amount Due	\$800.00

Memo:

Note:

Accounts not paid in full within 30 days of the invoice date will have monthly finance charges added at a rate of 1.5%.

**AMENDMENT #1 to AGREEMENT BETWEEN
THE GOODHUE COUNTY SOIL AND WATER CONSERVATION DISTRICT
AND WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

This AGREEMENT is between the Goodhue County Soil and Water Conservation District (hereinafter referred to as “the District”) and Wabasha County Soil and Water Conservation District (hereinafter referred to as “the Subrecipient”).

I. STATEMENT OF PURPOSE

The purpose of this AGREEMENT is to clarify the roles and responsibilities of the parties regarding the project entitled, “**Reducing Bacteria from SE MN Feedlots**” (hereinafter referred to as “the Project”) made possible through a grant received from the Minnesota Pollution Control Agency’s (MPCA) Federal Clean Water Act Section 319 grant program.

II. 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 Attachment A (Project Workplan). Subject to approval by the authorized representative of the District, the Subrecipient may modify Attachment A through a written addendum to this Agreement which is signed by both parties. Some changes may require approval of the grantor, the MPCA.

The Subrecipient also agrees to adhere to the provisions of the attached State of Minnesota Grant Agreement, Swift Contract No. 158117, including Attachments A (Project Workplan) and B (Terms and Conditions).

III. PAYMENT TERMS AND REPORTING REQUIRMENTS

A. REPORTING. The Subrecipient will submit semi-annual reports to the District to coincide with MPCA reporting requirements. The District will provide the Subrecipient a format for all reports approximately one month prior to the date on which reports are due.

B. TERM. The Subrecipient may expend grant funds toward completion of the Project between the dates of **July 15, 2019 and August 31, 2021** **July 29th 2022**.

C. AMOUNT. During the term of this agreement, the Subrecipient may bill the District for up to ~~\$ 26,872.86~~ **\$46,000** for time and expenses incurred toward completion of the Project, as detailed in the grant work plan. Sub-recipient may not spend more than ~~\$5,872.86~~ **\$1,000** in technical assistance of initial allocation. Grant funds may be transferred between participating members throughout the grant term. This will be conducted administratively with the approval of each effected party.

D. **PAYMENT SCHEDULE.** Upon execution of this AGREEMENT, the Subrecipient may present quarterly itemized invoices to the District for work actually performed (twice a year this invoice will accompany submittal of the semi-annual report.) The District will provide a sample invoice that indicates the required level of documentation of expenses. The District submits reimbursement requests to the MPCA quarterly. Upon the District's receipt of payment from the MPCA, and within seven days of receipt of payment, the District will process reimbursement to the Subrecipient.

IV. CONTRACT CLAUSES

1. **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 Board or not, and shall be delivered to the Board upon request. The District will be responsible for responding to any data practices requests pertaining to this data.
2. **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.
3. **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.
4. **Nonassignment.** 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.

5. **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.
6. **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 Goodhue Soil and Water Conservation District or its employees performing services under this Agreement.
7. **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
8. **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.
9. **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.
10. **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.

11. **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 Olmsted 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.
12. **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.
13. **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: 104E 3rd Ave. PO Box 335, Goodhue MN 55027

For Wabasha SWCD: 611 Broadway Ave., Ste 10, Wabasha, MN 55981

14. **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.
15. **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.
16. **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 in writing, 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.

17. **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 within 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.

18. **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 GOODHUE COUNTY SOIL AND WATER CONSERVATION
DISTRICT

Jeff Beckman
Board Chair, Goodhue SWCD

Date

FOR THE SUBRECIPIENT

Name

Date

Title

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 19-319FL-2	Other state or non-State funds? <input checked="" type="checkbox"/> YES <input type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	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 Eric Klein	Address 32250 690th St	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: Mount Pleasant	Township No: 111	Range No.: 13	Section No. 25	1/4,1/4 SE 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 10 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

USDA-NRCS Field Office Technical Guide - 629 Waste Treatment, USDA-NRCS National Engineering Handbook, State Feedlot Rules - Pollution Control Agency Chapter 7020

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 12/31/2021, this contract will be automatically terminated on that date.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices must include the name of the vendor; materials, labor or equipment used; the component unit costs and the dates the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts.
8. In no case shall a conservation district provide cost-share assistance to a land occupier or landowner for the reapplication of a practice that was removed by the land occupier or landowner during its effective life without consent of the conservation district board or that failed due to improper maintenance. 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 conservation district technical representative. 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 or landowner who signed this contract to advise the new owner that this contract is in force.

Applicant Signatures

The land occupier's signature indicates agreement to:

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

5. To provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

Date 5-26-2021	Land Occupier Eric Klein
Date	Landowner, if different from applicant
	Address, if different from applicant information:

Conservation Practice

The primary practice for which cost-share is requested is: **629 Waste Treatment**

Eligible Component Standards & Names 629 Waste Treatment	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate \$22,973.29
	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 5/26/2021	Technical Assistance Provider Pete R. Hays
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Pre-Construction Cover

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

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

Amount Authorized for Financial Assistance

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

Amount	Program Name	Fiscal Year
\$743.32	2018 Capacity	2018
\$11,486.65	Small Feedlot Fix - 319 Grant	2019

Date	Authorized Signature	Total Amount Authorized \$12,229.97
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MASWCD

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(701) 799-0369
paul.krabbenhof@maswcd.org

VICE PRESIDENT &
WC AREA 2 DIRECTOR
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(320) 493-9503
chuck.rau@maswcd.org

SECRETARY/TREASURER &
SW AREA 5 DIRECTOR
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IMMEDIATE PAST
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roland.cleveland@maswcd.org

STAFF

Executive Director
LEANN BUCK

Assistant Director
SHEILA VANNEY

Office Manager
STEFANIE MARTINEZ

Minnesota Association of Soil and Water Conservation Districts

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

April 12, 2021

To: Minnesota Soil and Water Conservation Districts
From: Paul Krabbenhof, MASWCD President
Subject: Call for Resolutions – 2021 Resolution Process

Attached please find the following materials related to the 2020 Resolutions Process:

- resolutions process guidelines;
- sample resolution format; and
- resolutions which will sunset in 2021.

Note: An updated version of the MASWCD Policy Handbook will be posted to the MASWCD web site – www.maswcd.org – on the Resolutions Process page. The handbook is a compilation of all standing MASWCD resolutions and action taken to date.

Please also note:

- ⇒ For this year only, resolutions that failed the previous year may be resubmitted through the 2021 resolutions process. This was a decision by the MASWCD board of directors in recognition that last year's voting process was somewhat unusual due to COVID-19 and the remote convention.
- ⇒ The "therefore, be it resolved" in the resolution should state an action or a policy position that MASWCD should take as it relates to the work of SWCDs. This will help with the post-convention resolution prioritization process.
- ⇒ All resolutions will need to include information on the potential fiscal impact for MASWCD (budget, staffing, committee, etc.)
 - The intent is to encourage a comprehensive discussion on policy and program issues, including implications to the Association's budget. The National Association of Conservation Districts also requests similar language for their resolutions. Fiscal impact estimates will provide the members with additional guidance and consideration for various requests submitted by local SWCDs.
- ⇒ The deadline for Area resolutions to be received in the MASWCD office is July 21.

If you have any questions, please do not hesitate to me at (612) 978-3989, or LeAnn Buck at (651) 690-9028. Thank you.

Enclosures.

Sample Resolution Format

RESOLUTION TITLE

WHEREAS, [insert statement of fact, finding or argument]; and

WHEREAS, [insert statement of fact finding or argument]; and

WHEREAS, [insert statement of fact, finding or argument].

THEREFORE, BE IT RESOLVED, that MASWCD [insert the action that should be taken and by whom, if not solely MASWCD].

BE IT FURTHER RESOLVED, [*if applicable* - insert additional action that should be taken and by whom].

FISCAL IMPACT STATEMENT. [insert dollar amount estimate of potential fiscal impact for MASWCD]

Use the following as guides:

- High Workload: Approximately 40 hours of time at \$75* per hour = \$3000
- Medium-High Workload: Approximately 20 hours of time at \$75* per hour = \$1500
- Medium-Low Workload: Approximately 10 hours of time at \$75* per hour = \$750
- Low Workload: Approximately 5 hours of time at \$75* per hour = \$375

* \$75 per hour estimate includes all operational costs including staff and/or board time, overhead, travel, committee expenses, etc.

Submitted by: [name of SWCD]

Area Association: [e.g. NW Area 1]

Date adopted:

Reviewed by MASWCD Board of Directors

MASWCD Annual Convention

Date:

Date:

Action:

For further information, contact:

[insert name of Supervisor or SWCD manager, SWCD name, phone number, email address]

Background:

[optional, but helps explain intent behind resolution]

Resolutions Which Will Sunset in December, 2021
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RESOLUTIONS WHICH WILL SUNSET IN DECEMBER, 2021

The following resolutions became standing policy for MASWCD after being approved by the membership in December, 2017. They will sunset in December 2021. For more information, including the full text of the resolutions and action taken to date, please visit the "Resolutions Process" page on the MASWCD web site (www.maswcd.org).

2017 Resolution Number and Title	
1	GROUNDWATER TASK FORCE
3	COST SHARING FOR REMOVAL OF TILE INTAKES
7	AMENDING BWSR CLEAN WATER FUND POLICY TO ALLOW YEARLY COVER CROP CONTRACTS
8	COLLABORATION ON GIS/GPS TRAINING
9	JOB APPROVAL AUTHORITY
11	OUTDOOR HERITAGE FUNDS FOR PRIVATE SHORELINE STABILIZATION AND NATURALIZATION PROJECTS
12	SUPPORT OF LEGACY FUNDS
14	FOREST LAND ASSISTANCE PROGRAM
15	PERMANENT STATE FORESTER FOR NORTHERN MINNESOTA
16	ANNUAL SWCD BWSR GRANTS BE IN FORM OF BLOCK GRANTS
17	CREATE CONSISTENCY BETWEEN FARMBILL ASSISTANCE PARTNERSHIP GRANT RFPs & BWSR GRANTS
19	CONSERVATION RESERVE PROGRAM DATA SHARING AGREEMENTS

Resolutions Process Guidelines



MINNESOTA ASSOCIATION OF SOIL &
WATER CONSERVATION DISTRICTS (MASWCD)

RESOLUTIONS PROCESS GUIDELINES

The resolutions process is the means by which local SWCD Supervisors can identify soil and water conservation needs and issues and bring them before the membership of the Association for review and action at the MASWCD Annual Convention. The resolution process provides a forum for education and information to SWCD board members on statewide conservation issues. The resolutions also provide guidance and direction to the Board of Directors of the MASWCD and NACD.

In order to provide for an orderly process, the following steps shall be used.

1. Resolutions are to be developed and passed first by a local district, and then must be submitted to and approved by the MASWCD Area Association of which that district is a member. *(Policy adopted by MASWCD Board of Directors September 16, 2011)* An SWCD must be an MASWCD member in good standing in order to be eligible to submit a resolution. **It is important for a representative from the authoring SWCD to be in attendance at the Area meeting when the resolution is presented to explain the resolution and answer questions.**
2. All resolutions must be typed and in proper format – including clear identification of the originating district, contact person, and Area. Background information explaining the intent of the resolution can be submitted with the resolution and should be limited to one page.
 - In addition, each resolution must include information on the potential fiscal impact for MASWCD (budget, staffing, committee, etc.). *(Policy adopted by MASWCD Board of Directors Feb. 17, 2010.)*
- ~~3. In the year following the defeat of a resolution by member vote, no SWCD may submit an essentially identical resolution to the one defeated. *(Policy adopted by MASWCD Board of Directors Aug. 26, 2008.)*~~
4. The time line for the resolution process is as follows:
 - July 21 - Deadline for Area resolutions to be into the MASWCD office.
 - Mid to End of August - MASWCD Board reviews packet.
 - September 15 - Packets sent to SWCDs for pre-convention balloting.
 - November 1 - Deadline for pre-convention ballots to be into the MASWCD office.
5. In order to develop a uniform resolution packet, MASWCD will:
 - Only accept those resolutions submitted prior to July 21.
 - Only accept resolutions that are in proper format.
 - Only accept agency and other organization resolutions that have come through dues-paying member SWCDs.
 - Eliminate those which are not related to MASWCD responsibilities.
 - Eliminate those which are the same as standing MASWCD resolutions.
 - Consolidate similar resolutions.
 - Edit and condense resolutions.
6. In August the packet will go before the MASWCD Board of Directors for approval.
7. Resolutions will be duplicated and mailed to all SWCDs by September 15. This will give each SWCD adequate time to review all resolutions and to vote their position on each prior to the annual convention, using the pre-convention resolution ballot process.

Guideline #3
is not in effect
for 2021.

MASWCD will seek the consent of the authoring district.

Resolutions Process Guidelines

8. The results of the pre-convention resolution ballot process will be distributed during the first general session of the convention. All resolutions needing further discussion, amendment, and/or action will also be presented. No action is taken at the first general session.
9. Resolutions needing further action will be brought before the membership for action during the second general session of the convention. This will provide additional time for convention delegates to study each proposed resolution.

REMINDER: Each district submitting a resolution which is brought up for further action must continue their responsibility for the resolution and speak for it when it is brought before the membership.

10. The pre-convention resolution ballot process is a means to limit debate on the floor of the convention on resolutions for which the membership has a strong agreement for or against. Toward that end, the following will apply:
 - If 66 percent of all supervisors whose ballots are received vote to APPROVE a resolution, the resolution will be deemed as moved and seconded for adoption at the annual meeting.
 - If 66 percent of all supervisors whose ballots are received vote to DISAPPROVE a resolution, it will automatically be rejected, with no further action at the annual meeting.
 - If 34% of all supervisors whose ballots are received vote to BRING THE RESOLUTION TO THE CONVENTION FLOOR FOR FURTHER DISCUSSION OR AMENDMENT, it will be brought to the MASWCD annual meeting for further action. This provision overrides the first two, in the event that this condition and one of the above conditions are both met.

(Policy adopted by MASWCD Board of Directors March 24, 2009.)

11. If an EMERGENCY occurs and an SWCD feels an EMERGENCY RESOLUTION is necessary, the SWCD should contact the MASWCD Area Director and submit to him/her the emergency resolution. It is then the responsibility of the Area Director to carry forward the resolution to the MASWCD Board for action.
12. The following are criteria for an EMERGENCY RESOLUTION:
 - The issue or event is something that has taken place between the time resolutions are due in the MASWCD office and when they are acted upon at the convention.
 - The resolution deals with a natural disaster.
 - The issue or event must be acted upon before the beginning of the next resolution process.Final decisions regarding EMERGENCY RESOLUTIONS will be made by the MASWCD Board of Directors.
13. No resolutions will be accepted from the floor of the convention.
14. Area Directors should be consulted for information on deadlines for resolutions to be submitted at the Area level. All resolutions approved at the Area level must be received in the MASWCD office no later than July 21.
15. It is the policy of MASWCD to sunset resolutions after four years from adoption. Resolutions over two biennia (four years) may no longer be applicable or suitable for MASWCD to pursue, and new or revised legislative actions may be sought through the resolutions process annually. *(Policy adopted by MASWCD Board of Directors March 27, 2007)*



Susan Cerwinske <susan.cerwinske.wabashaswcd@gmail.com>

FW: [External Email]Area 7 Resolutions Meeting: Save Date - June 22nd in Austin

1 message

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

Thu, Apr 22, 2021 at 1:37 PM

To: Susan Cerwinske <susan.cerwinske.wabashaswcd@gmail.com>

Sue,

See below for resolution meeting for supervisors. Get them information when you find out what email they will be using going forward.

Terri

From: Justin Hanson <justin@mowerdistrict.org>

Sent: Thursday, April 22, 2021 11:54 AM

To: Adam Bielke <adam.beilke@state.mn.us>; Adam King <Adam.King@dodgeswcd.org>; Beau Kennedy <bkenedy@goodhueswcd.org>; Lageson, Brenda - NRCS-CD, Albert Lea, MN <brenda.lageson@mn.nacdnet.net>; Daryl Buck <Daryl.Buck@winonaswcd.com>; Dave Copeland <David.Copeland@state.mn.us>; Dave Walter <goosey10@hotmail.com>; Gulbransen, Eric - NRCS-CD, Owatonna, MN <Eric.Gulbransen@MN.nacdnet.net>; Glen Roberson <groberson@goodhueswcd.org>; Laura Christensen <Laura.Christensen@fillmoreswcd.org>; Peter Fryer <pfryer13@msn.com>; Skip Langer <langier.skip@co.olmsted.mn.us>; Steve Pahs <steve.pahs@riceswcd.org>; Peters, Terri - NRCS-CD, Wabasha, MN <terri.peters@mn.nacdnet.net>; Sheila Vanney <sheila.vanney@maswcd.org>; LeAnn Buck <leann.buck@maswcd.org>

Cc: Randy Smith <rsmith567@gmail.com>; bill.rowekamp@winonaswcd.com <billr2128@gmail.com>; Donna Ihlenfeld <mdihlenfeld@gmail.com>; Berscheid, Rick - NRCS, Faribault, MN <rick.berscheid@usda.gov>; Ed Lenz <ed.lenz@state.mn.us>

Subject: [External Email]Area 7 Resolutions Meeting: Save Date - June 22nd in Austin

[External Email]

If this message comes from an **unexpected sender** or references a **vague/unexpected topic**;

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Area 7 Managers -

The Area 7 Directors met this week and started planning for the summer resolutions meeting. Randy Smith, Bill Rowekamp, Mark Ihlenfeld and Larry Sherger established a meeting date of **June 22nd**, at Riverland College in Austin. The meeting will be held with options for remote and in-person participation. More specifics to follow.

The committee asked me to encourage districts to have a discussion about resolution proposals in May. Please submit a copy of your resolution and a head count of in-person attendees to Randy Smith rsmith567@gmail.com by Friday, June 18th at Noon. Please CC me on your email. This will provide maximum time for local approval of resolutions and also give us the lead time needed to finalize the meeting.

Details on meeting agenda and other information will follow. Please share with your board members.

Description:Area 7 Resolutions Meeting Link

<https://us02web.zoom.us/j/87533850209>

Join by Phone: 1 312 626 6799

Meeting ID: 875 3385 0209

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Justin Hanson

Mower SWCD and Cedar River WD

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