

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

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

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

**Wabasha Soil and Water Conservation
District Regular Board Meeting
May 28, 2020 8:15 am
County Annex Conference Room
625 Jefferson Ave.**

I. CALL MEETING TO ORDER –

II. PLEDGE OF ALLEGIANCE

III. AGENDA –

A. Meeting statement – Terri Peters

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

IV. PUBLIC COMMENTS

Comments limited to 5 minutes per speaker

V. CONSENT AGENDA – Board Action

A. Approval of the Wabasha County Comprehensive Local Water Management Plan Waiver of Five-Year Amendment Requirement – **Board Action**

VI. SECRETARY’S REPORT

A. April 23, 2020 Meeting Minutes-**Board Action**

VII. TREASURER’S REPORT:

A. April Program Record-**Board Action**

B. April District Financial Statements-**Board Action**

C. Program Funding Available for Cost Share - **Informational**

VIII. PAYMENT OF MONTHLY BILLS

A. Monthly Bills in the amount of \$**39,355.12** -**Board Action**

IX. DISTRICT REPORTS

A. Chair Report – Terry Helbig

B. County Commissioner – Rich Hall

C. District Manager Report – Terri Peters

- D. NRCS Report – Phillis Brey
- E. District Technician Report- Mitch Rigelman
JAA Skills Worksheet
- F. Bookkeeper/Administrative Asst. – Sue Cerwinske

X. OLD BUSINESS

- A. Update on office situation during COVID19 pandemic – Terri Peters
- B. Amendment 1 – Exhibit A Drinking Water Protection in SE MN Grant – **Board Action/Signature**
- C. Amendment 2 – Exhibit A Drinking Water Protection in SE MN Grant – **Board Action/Signature**

XI. NEW BUSINESS

- A. Contract for approval for 30 acres cover crop for Adam Graner 19-DWP-CC-5 for \$2,700.00 (FY 2019 Drinking Water Protection Grant, NRCS practice 340) – **Board Action**
- B. Contract for approval for Tom Hunter 20-CWMA-2, Practice 314 Brush Management in the amount of \$1,500.00 – **Board Action**
- C. Contract for approval for Joseph Flynn 20-CWMA-3, Practice 314 Brush Management in the amount of \$2,000.00 – **Board Action**
- D. Contract for approval for George Meyer 20-CWMA-4, 5 acres Practice 314 Brush Management in the amount of \$1,000.00 – **Board Action**
- E. Approve Payment Voucher for Gerard Marking for \$600.00 for 18-CWMA-1 on 3 acres woody invasive mgmt. (FY 2018 Cooperative Wood Management Grant, NRCS practice 314)– **Board Action**
- F. Approve Payment Voucher for Tagen Miller for \$575.00 for 20-CWMA-1 on 2 acres woody invasive mgmt. (FY 2020 Cooperative Weed Management Grant, NRCS practice 314)– **Board Action**
- G. Approve Payment Voucher for Larry Reuter for \$2,400.00 for 18-Capacity-5 412 Grassed Waterway – **Board Action**
- H. Approve Payment Voucher for Swanson Family Farms for \$5,649.75 for 20-CSI-1 for 412 Grassed Waterway – **Board Action**
- I. Approve Terri to Electronically Sign the 2020 DNR Gorman Creek Restoration Grant for \$500,000.00 – **Board Action to Approve Grant Contract**
- J. Hiring Offer for District Technician I & II, Contingent on May 27 Interview – **Board Action**
- K. Discuss Posting and Hiring a Summer Intern – **Board Discussion**
- L. Whitewater Joint Powers Board Cover Crop (2020 – 2022) Sub-Agreement between Whitewater Joint Powers Board and Wabasha County Soil and Water Conservation District – **Board Action**
- M. Resolution Process Meeting for potential resolutions – **Board Discussion**
- N. Conservation Farmer of the Year – **Board Discussion**
- O. Woodland Manager of the Year – **Board Discussion**
- P. Contract for Services – Jennifer Wahls for Zumbro Outreach 2020 - Contingent on The Nature Conservancy (TNC) grant extension – **Board Action**
- Q. National Association of Conservation Districts – Technical Assistance Grant Program – **Board Action**
- R. Approve Payment Voucher for Tom Miller for \$2,133.55 contract 20-CS-2, 412 Grass Waterway-**Board Action**

**S. Approval for Terri Peters to participate in MASWCD Capacity Work Group –
Board Action**

XII. Upcoming Events:

A.

XIII. Board Report

A. WW –

B. 1W1P-

XIV. Adjourn – Regular Session to go into Closed Session- Board Action

XV. Open Closed Session – Board Action

XVI. Closed Session

Debriefing Personnel

XVII. Adjourn Closed Session- Board Action

XVIII. Open Regular Session – Board Action

XIX. Adjourn Regular Session- Board Action

May 26, 2020

Wabasha County Commissioners
c/o Terri Peters, SWCD Manager
611 Broadway Avenue, Suite 10
Wabasha, MN 55981

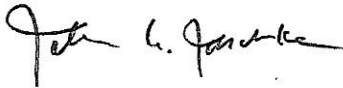
**RE: Approval of the Wabasha County Comprehensive Local Water Management Plan Waiver of
Five Year Amendment Requirement**

Dear Wabasha County Commissioners:

The Minnesota Board of Water and Soil Resources (BWSR) is pleased to inform you the Wabasha County Comprehensive Local Water Management Plan waiver of five year amendment requirement was approved on May 26, 2020. Attached is the signed Board Order that documents approval of the waiver of five year amendment requirement and indicates the Plan meets all relevant requirements of law and rule.

Please contact your Board Conservationist, Adam Beilke at 507-206-2892 or adam.beilke@state.mn.us for further assistance on this matter.

Sincerely,



John Jaschke, Executive Director
Minnesota Board of Water and Soil Resources

Enclosure: BWSR Board Order

CC: Jeff Berg, MDA (via email)
Jennifer Ronnenberg, MDH (via email)
Barbara Weisman and Dan Lais, DNR (via email)
Jeff Risberg, MPCA (via email)
Ed Lenz, BWSR Regional Manager (via email)
Adam Beilke, BWSR Board Conservationist (via email)
Annie Felix-Gerth, BWSR Water Programs Coordinator (via email)

Minnesota Board of Water and Soil Resources
520 Lafayette Road North
St. Paul, Minnesota 55155

In the matter of waiving the required five year amendment for the Comprehensive Local Water Management Plan for Wabasha County pursuant to Minnesota Statutes, Section 103B.3367.

**ORDER
WAIVING REQUIREMENT TO AMEND
COMPREHENSIVE LOCAL WATER
MANAGEMENT PLAN**

Whereas, on August 27, 2015, the Minnesota Board of Water and Soil Resources (Board), by Board Order, approved the Wabasha County (County) Comprehensive Local Water Management Plan (Plan) that is effective until August 27, 2025 and required what is typically termed a 5-year Amendment of the goals, objectives and action items to be updated by August 27, 2020; and

Whereas, the Board adopted Order #19-69 Local Water Plan Extension and Amendment Policy on December 18, 2019;

Now Therefore, the Board hereby makes the following Findings of Fact, Conclusions, and Order:

FINDINGS OF FACT

1. On February 27, 2020, the Board received a petition from the County requesting a waiver of the requirement to complete the five year amendment to their Plan. The following are the reasons for the request.
 - A. Wabasha County is an active participant in the One Watershed, One Plan effort for the Greater Zumbro River plan area, which is scheduled to be completed by the middle of 2021 and requires a substantial amount of staff time and resources. The Greater Zumbro River plan will cover 73% of the county and will substitute for the current Comprehensive Local Water Management Plan when completed and adopted by the County Board.
 - B. Wabasha County has also passed a resolution of support to apply for a planning grant under the One Watershed, One Plan program for the Mississippi River – Winona/La Crescent plan area on May 19, 2020. This plan would cover the remaining 27% of the county.

CONCLUSIONS

1. All relevant substantive and procedural requirements of law have been fulfilled.
2. The Board has proper jurisdiction to waive the requirement for a five year Amendment pursuant to Board Policy.

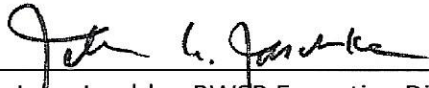
3. The Wabasha County Comprehensive Local Water Management Plan waiver request is in conformance with the requirements of Minnesota Statutes, Section 103B.3367 and the Board's *Local Water Plan Extension and Amendment Policy* dated December 18, 2019.

ORDER

The Board hereby approves the waiver of the requirement to complete the five year amendment to the Wabasha County Comprehensive Local Water Management Plan.

Dated at Saint Paul, Minnesota, on May 26, 2020

MINNESOTA BOARD OF WATER AND SOIL RESOURCES

A handwritten signature in black ink, appearing to read "John H. Jaschke", is written over a horizontal line.

BY: John Jaschke, BWSR Executive Director

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

I. CALL MEETING TO ORDER –

Meeting called to order at 8:18 am by Lynn Zabel, Vice Chair

Supervisors Present: Lynn Zabel, Vice Chair, Chuck Fick, Treasurer, Larry Theismann, Secretary

Supervisors Called in: Terry Helbig, Chair, Nate Arendt, Member

Staff Present: Terri Peters, District Manager, Jen Wahls, Ecological Technician

Staff Called In: Sue Cerwinske, Bookkeeper/Admin Asst.,

Phillis Brey, NRCS, Rich Hall, County Commissioner

II. PLEDGE OF ALLEGIANCE

III. AGENDA –

A. Meeting statement – Terri Peters

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

Moved by Helbig, seconded by Fick to approve the Agenda with the addition of letter D. in Old Business, Terri and Jen Job Approval Worksheets

Affirmative: Helbig, Theismann, Fick, Arendt

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 26, 2020 Meeting Minutes-Board Action

Moved by Fick, seconded by Theismann to approve the Secretary's Report

Affirmative: Helbig, Theismann, Fick, Arendt

Opposed: None

Motion Carried

VII. TREASURER'S REPORT:

A. March Program Record-Board Action

Moved by Helbig, seconded by Fick to approve the Treasurer's Report

Affirmative: Helbig, Theismann, Fick, Arendt

Opposed: None

Motion Carried

B. March District Financial Statements-Board Action

Moved by Helbig, seconded by Fick to approve the Treasurer's Report

Affirmative: Helbig, Theismann, Fick, Arendt

Opposed: None

Motion Carried

C. Program Funding Available for Cost Share – Informational

VIII. PAYMENT OF MONTHLY BILLS

A. Monthly Bills in the amount of \$42,869.06 -Board Action

Two additional checks after check run, new total is \$43,081.56

Moved by Arendt, seconded by Theismann to approve payment of monthly bills in the amount of \$43,081.56

Affirmative: Helbig, Theismann, Fick, Arendt

Opposed: None

Motion Carried

IX. DISTRICT REPORTS

A. Chair Report – Terry Helbig – *No Report*

B. County Commissioner – Rich Hall – *No Report*

C. District Manager Report – Terri Peters

Keeping up with the current conditions and adjusting schedules as needed

Zoom Meetings and Phone Conferences.

Program tracking - Program Record for March

Worked with Area Partners and Sue to get MAWQCP quarterly billings

Lake City Wellhead Protection Plan. Made recommendations for review and addressing ag issues.

Working with Sheila Harmes, Houston and Winona – started training.

Discussion on MPCA monitoring Mississippi/Winona/La Crescent couple of sites this summer. May be delayed depending on MPCA allowance to be in the field.

Information for West Indian 319 Focus Small Watershed

Assist Glen Roberson look for funds for JPB short fall

NACD grant – separate grant for Sue to help Phillis with CSP contracts

Worked on description for District Tech job posting

Our area planning workgroup, Caitlin Brady from Olmsted submitted grant application and it was approved to help with nitrate testing and could be used to install water treatment systems under sinks for those who are testing high in nitrates. Reworking work plan.

1W1P Efforts

- D. NRCS Report – Phillis Brey – **Report in packet**
Phillis working with Terri to plan Local Work Group in July, depending on current circumstances.
- E. Ecological Technician Report – Jen Wahls
Possibility to do work for SWCD on contracted services basis
- F. District Technician Report- Mitch Rigelman
Three projects handed off from Jen. Pete Fryer went out with him to further investigate, technical assistance. Couple of structures. Staking out grassed waterway, feedlot, doing several surveys, well sealing project, been out in the field
Bookkeeper/Administrative Asst – Sue Cerwinske

X. OLD BUSINESS

- A. Update on office situation during COVID19 pandemic – Terri Peters
Working with NRCS and FSA seeing how they are dealing with it and in touch with area manager developing plan and from what comes from the state.
Staggering days – home 1 day, office next day
Field staff can come in and use one person per vehicle to go out to site
Ask landowners safety questions before going out
- B. Update on 1W1P Zumbro Watershed – Terri Peters
Update for Spring 2020. Dong Partnership meetings in video format because of COVID-19. Going through priorities and measurable goals. Policy meeting to go forward continuing as a group.
- C. Update on 1W1P Mississippi-Winona-La Crescent – Terri Peters
Development stage. Only received 2 completed surveys from elected officials.
Opening up the survey again and need board to fill out. What questions need to be answered. May meeting – webinar.
- D. Job Approval Sheets for Terri and Jen – **Board Action**
Lori Stein went over ecological sciences worksheets with staff last fall.
Approved by Jim Fritz. Need approval for job worksheets retroactive to September 26, 2019 for Terri and Jen

Moved by Fick, seconded by Theismann to accept the job approval sheets for Terri and Jen retroactive to September 26, 2019
Affirmative: Helbig, Theismann, Fick, Arendt
Opposed: None
Motion Carried

XI. NEW BUSINESS

- A. Approve posting to hire District Technician I – Terri will be working on job description and options – **Board Action**
Worked with Shawn at County and it is okay to use the same job posting for either District I or District II Technician. Prefer to hire somebody with experience. Could have somebody score higher and be District I.
Preferred, experienced with certification put on desirable list.
Could be qualified and could do the job as District II position from same posting. Need Board to approve posting 4-24-20 to our newspapers, indeed

and on our website.

Moved by Helbig, seconded by Fick to approve posting the job posting starting on 4-24-20 in our newspaper, indeed and on our website.

Affirmative: Helbig, Theismann, Fick, Arendt

Opposed: None

Motion Carried

Discussion: Fick asked about hiring the way we want to, off the same posting for either District I or II Technician, Shawn said that was okay to do it that way?

Terri replied that Shawn thought the same posting for either position was acceptable. There are two different pay schedules

May 15, 2020 is the deadline for application submittal. Personnel schedule date and time to interview. May 19, 2020 at 1:00 pm in SWCD breakroom

- B. Contract for approval for 30 acres cover crop for John Miller 19-DWP-CC-4 (SE MN Drinking Water Protection Grant \$2,700 FY2019, efotg practice 340) –

Board Action

Moved by Arendt, seconded by Theismann to approve contract 19-DWP-CC-4 (SE MN Drinking Water Protection Grant to John Miller for 30 acres of cover crops in the amount of \$2,700.00 FY2019 practice 340

Affirmative: Helbig, Theismann, Fick, Arendt

Opposed: None

Motion Carried

- C. Contract Approval for Joe Liffrog 2019-SEWS-1 351 Well Decommissioning –

Board Action

Moved by Theismann, seconded by Fick to approve contract 2019-SEWS-1 351 Well Decommissioning (SE MN Drinking Water Protection Grant to Joe Liffrog in the amount of \$1,000.00

Affirmative: Helbig, Theismann, Fick, Arendt

Opposed: None

Motion Carried

- D. Approve 2 acres brush management contract for Tagen Miller 20-CWMA-1 for \$575.00 – **Board Action**

Moved by Helbig, seconded by Fick to approve contract 20-CWMA-1 to Tagen Miller for 2 acres brush management in the amount of \$575.00

Affirmative: Helbig, Theismann, Fick, Arendt

Opposed: None

Motion Carried

- E. Approve one-time amendment for Jordan Flynn for 18-CWMA-8 Amendment 1. Authorize original approval amount of \$500.00 to increase to \$750.00 due to larger actual costs incurred – **Board Action**

Moved by Fick, seconded by Theismann to approve one-time amendment to Jordan Flynn for 18-CWMA-8 Amendment 1. Authorize original approval amount of \$500.00 to increase to \$750.00 due to larger actual costs incurred.

Affirmative: Helbig, Theismann, Fick, Arendt

Opposed: None

Motion Carried

- F. Approve Payment Voucher for Jordan Flynn for \$750.00 for 18-CWMA-8 Practice 314 brush management 2 acres– **Board Action**
Moved by Theismann, seconded by Arendt to approve payment voucher for Joran Flynn in the amount of \$750.00 for contract CWMA-8 Practice 314 brush management 2 acres.
Affirmative: Helbig, Theismann, Fick, Arendt
Opposed: None
Motion Carried
- G. Approve payment voucher for Pete Klucas for \$1,000.00 for 18-CWMA-4 Practice 314 brush management 5 acres– **Board Action**
Moved by Theismann, seconded by Arendt to approve payment voucher for Pete Klucas in the amount of \$1,000.00 for contract 18-CWMA-4 Practice 314 brush management 5 acres.
Affirmative: Helbig, Theismann, Fick, Arendt
Opposed: None
Motion Carried
- H. Approve payment voucher for Kurt King for \$1,500.00 for 18-CWMA-7 Practice 314 brush management & herbaceous weed control 6 acres – **Board Action**
Moved by Helbig, seconded by Arendt to approve payment voucher for Kurt King in the amount of \$1,500.00 for contract 18-CWMA-7 Practice 314 brush management & herbaceous weed control 6 acres.
Affirmative: Helbig, Theismann, Fick, Arendt
Opposed: None
Motion Carried
- I. Schedule Personnel Committee Meeting/Exit Interview *for Jen Wahls Nate, Lynn and Terri, Tuesday 4-28-2020 at 1:30 pm in SWCD break room.*

Note: Nate Arendt left the meeting at 9:20 am

XII. Upcoming Events:

- A. Tree Delivery – Friday 5-01-2020 9:00 am to 3:00 pm
Larry Theismann offered to help with sorting and handing out trees

XIII. Board Report

- A. WW –
Lynn Zabel said Sheila has report. Some things to mention, approved surface water grant 3-26 and Root River approved 4-09 and Winona County approved 4-14-2020. Survey was do 4-20. Terri said they will be doing an information webinar meeting electronically. Approved resolution, bring to county board to request approval to go forward with the group and planning process. Also, need to approve the letter to BWSR to postpone amendment because we are involved in the planning process for all watersheds in the county.
- B. 1W1P-
Lynn Zabel mentioned he had his doubts on the 1W1P, but now thinks it will work. Was thinking the various small entities may feel like toes are getting toes stepped on. Larger entities may have more clout in getting more funding. All people involved need to think of it as 1 unit

XIV. Adjourn – Board Action

Motioned by Fick and seconded by Theismann to adjourn the meeting at 9:25 am.

Affirmative: Helbig, Theismann, Fick

Opposed: None

Motion Carried

Respectively Submitted,

Larry Theismann, Secretary

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

| | Apr 30, 20 |
|---------------------------------|-------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| Money Market- Bank of Alma | 24,218.64 |
| Money Market WNB Financial | 7,382.36 |
| Peoples State Bank Money Market | 469,624.35 |
| Petty Cash | 72.16 |
| WNB Financial | 11,565.39 |
| Total Checking/Savings | 512,862.90 |
| Total Current Assets | 512,862.90 |
| TOTAL ASSETS | 512,862.90 |
| LIABILITIES & EQUITY | 0.00 |

Wabasha Soil and Water Conservation District

Balance Sheet

As of April 30, 2020

Apr 30, 20

ASSETS

Current Assets

Checking/Savings

| | |
|---------------------------------|------------|
| Money Market- Bank of Alma | 24,218.64 |
| Money Market WNB Financial | 7,382.36 |
| Peoples State Bank Money Market | 469,624.35 |
| Petty Cash | 72.16 |
| WNB Financial | 11,565.39 |

Total Checking/Savings 512,862.90

Accounts Receivable

11000 · Accounts Receivable 11,658.30

Total Accounts Receivable 11,658.30

Total Current Assets 524,521.20

Fixed Assets

15000 · Furniture and Equipment

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

Total 15000 · Furniture and Equipment 113,389.91

17000 · Accumulated Depreciation -85,522.98

Total Fixed Assets 27,866.93

Other Assets

Prepaid Items

Prepaid Rent 920.43

Total Prepaid Items 920.43

Total Other Assets 920.43

TOTAL ASSETS 553,308.56

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

20000 · Accounts Payable 3,842.07

Total Accounts Payable 3,842.07

Other Current Liabilities

Allowance for Unemployment Reim 1,581.86

Deferred Revenue

| | |
|------------------------|-----------|
| AIS | 82,812.79 |
| FY18 Capacity | 25,025.00 |
| FY18 Cost Share | 1,724.31 |
| FY18 CWMA | 8,737.63 |
| FY19 Buffer Initiative | 10,595.00 |
| FY19 Capacity | 23,090.55 |
| FY19 Cost Share | 12,320.80 |
| FY20 LWM | 4,885.58 |
| FY20 Buffer Initiative | 20,000.00 |
| FY20 Capacity | 96,379.41 |
| FY20 CWMA | 15,000.00 |
| FY20 State Cost share | 15,401.00 |
| FY20 WCA | 12,118.00 |
| FY20 Well Seal Grant | 21,676.35 |
| Izaak Walton League | 584.98 |

Total Deferred Revenue 350,351.40

Deposit on Tree Sales 7,259.02

2110 · Direct Deposit Liabilities -4,955.36

24000 · Payroll Liabilities -3,531.12

Wabasha Soil and Water Conservation District
Balance Sheet
As of April 30, 2020

| | Apr 30, 20 |
|---------------------------------|-------------------|
| 25500 · Sales Tax Payable | 291.90 |
| Total Other Current Liabilities | 350,997.70 |
| Total Current Liabilities | 354,839.77 |
| Total Liabilities | 354,839.77 |
| Equity | |
| Fund Balance- Restatement | 47,943.10 |
| Fund Balance Designated | 31,903.30 |
| Investment in Capital Assets | 27,866.93 |
| 30000 · Opening Balance Equity | 649.89 |
| 32000 · Owners Equity | 160,647.89 |
| Net Income | -70,542.32 |
| Total Equity | 198,468.79 |
| TOTAL LIABILITIES & EQUITY | <u>553,308.56</u> |

Wabasha Soil and Water Conservation District

Profit & Loss

April 2020

| | Apr 20 |
|---|-----------|
| Ordinary Income/Expense | |
| Income | |
| Charges for Services | |
| 2020 MPCA SWAG MWL | 0.00 |
| Total Charges for Services | 0.00 |
| Intergovernmental Revenues | |
| State | |
| Easement Delivery AllocationRIM | 1,450.00 |
| FY19 DNR Forestry Stewardship | 3,363.06 |
| FY20 MPCA SWAG MWL | 1,002.07 |
| MAWQCP | 7,777.73 |
| Total State | 13,592.86 |
| Total Intergovernmental Revenues | 13,592.86 |
| Total Income | 13,592.86 |
| Gross Profit | 13,592.86 |
| Expense | |
| District Operations | |
| Other Services and Charges | |
| Building Rent | 864.13 |
| Fees and Dues | 2,500.00 |
| Internet Expense | 70.95 |
| Postage | 82.85 |
| Subs. and Pubs. | 697.94 |
| Supervisor's Expenses | 10.00 |
| Supervisor's Mileage | 372.06 |
| Vehicle Expenses | |
| GMC Vehicle Expense | 107.10 |
| Hyundia Tucson Vehicle Expense | 18.63 |
| Total Vehicle Expenses | 125.73 |
| Total Other Services and Charges | 4,723.66 |
| Personnel Services | |
| Employee Salary Permanent | 18,212.61 |
| Employer HSA contributions | 0.00 |
| Employer Life and Health | |
| 66000 - Payroll Expenses | 4,488.76 |
| Employer Life and Health - Other | 22.00 |
| Total Employer Life and Health | 4,510.76 |
| Employer Share FICA | 1,140.36 |
| Employer Share Medicare | 266.70 |
| Employer Share PERA | 1,237.20 |
| Total Personnel Services | 25,367.63 |
| Supplies | |
| Office Supplies | 130.63 |
| Total Supplies | 130.63 |
| Total District Operations | 30,221.92 |
| Project Expenditures | |
| Federal | |
| 319 Feedlot Fix | 1,605.40 |
| Total Federal | 1,605.40 |
| State | |
| FY18 CWMA | 3,466.30 |
| FY20 CWMA | 1.40 |
| LWM NRBG | 121.95 |
| MAWQCP Administration | 26,985.35 |
| North Fork Zumbro-Mazeppa | 1,600.50 |

Wabasha Soil and Water Conservation District
Profit & Loss
April 2020

| | Apr 20 |
|----------------------------|-------------------|
| Total State | 32,175.50 |
| Total Project Expenditures | 33,780.90 |
| Total Expense | 64,002.82 |
| Net Ordinary Income | -50,409.96 |
| Other Income/Expense | |
| Other Income | |
| Interest Income | |
| Interest Earnings MM's | 317.44 |
| Total Interest Income | 317.44 |
| Total Other Income | 317.44 |
| Net Other Income | 317.44 |
| Net Income | <u>-50,092.52</u> |

PROGRAM FUNDING AVAILABLE FOR COST SHARE

| Program | 2018 State Cost Share | 2019 State Cost Share | 2020 State Cost Share |
|---------------------|-----------------------------------|---|--------------------------|
| Grant Period | 01/01/2018 to 12/31/2020 | 01/01/2018 to 12/31/2020 | 8/27/2019 to 12/31/2022 |
| Total Project Funds | \$12,320.80 | \$12,320.80 | \$12,320.80 |
| Encumbered Funds | \$12,320.80 | \$12,320.80 | \$11,294.57 |
| Remaining Funds | \$0.00 | \$0.00 | \$1,026.23 |
| Program | 2018 Capacity Funds | 2019 Capacity Funds | 2020 Capacity Funds |
| Grant Period | 01/02/2018 to 12/31/2020 | 10/23/2018 to 12/31/2021 | 10/28/2019 to 12/31/2022 |
| Total Project Funds | \$24,500.00 | \$25,000.00 | \$28,348.00 |
| Encumbered Funds | \$22,300.00 | \$20,375.70 | \$17,850.00 |
| Remaining Funds | \$2,200.00 | \$4,624.30 | \$10,498.00 |
| Program | Regional Well Sealing | Regional Drinking Water Protection (Cover Crops and Nutrient) Mgmt. | |
| Grant Period | 05/14/2019 to 12/31/2020 | 09/19/2019 to 11/30/2021 | |
| | | Nutrient Mgmt. Direct to Fillmore | Cover Crops |
| Total Project Funds | \$5,000.00 | | \$14,824.29 |
| Encumbered Funds | \$0.00 | | \$13,500.00 |
| Remaining Funds | \$5,000.00 | \$0.00 | \$1,324.29 |
| Program | 319 funds for small feedlot fixes | 2018 CWMA | 2020 CWMA |
| Grant Period | 07/07/2019 to 08/31/2021 | | |
| Total Project Funds | \$29,000.00 | \$8,325.00 | \$7,000.00 |
| Encumbered Funds | 0 | \$8,325.00 | \$4,466.74 |
| Remaining Funds | \$29,000.00 | \$0.00 | \$2,533.26 |

May Board Report 2020 – Mitch R.

NRCS Technical Assistance

Assist Bill Wayne with construction monitoring and completion of multiple 412 Grassed waterways and 2 638 Water and Sediment Control Structures.

Capacity Technical Assistance

Completed 412 Grassed Waterway designs for Rollie Schumacher, and Tom Miller. Carried out site visits to move project work along to construction phases and continued assessments where needed. Survey work at multiple sites in preparation for new project work. Gather new imagery of Schmidt site with UAS Drone, in addition to capturing progress photographs of all construction projects and potential project sites. Archived imagery into shared drive for future use. Proactive work computing preliminary estimates for new producer projects.

Ag Certainty

Work with Mark Root on new applications received. Assist with the computation of new rotational grazing fencing estimate for Matt Tentis, in addition to reviewing cover crop acres to terminate utilizing grand dollars.

SWAG Stream Monitoring

Review stream monitoring sites, documentation, sampling equipment, and calibrate tools in preparation for monitoring to begin.

SUE:

Quarterly Payroll Reports
Reconciled Program Report to General Ledger
Sorted and Bagged Trees. Handed Out and Sold Extra Trees
Board Minutes
Paperwork for Capacity Audit
EDP Inventory for MCIT
Payroll Estimate 2021 for MCIT
Payroll, Payroll Liabilities
Termination Paperwork
Get New Hire Paperwork Ready
Filed and Re-labeled files in project drawer
Cleaned up front bulletin board and put up MN/Federal posters
Lake of the Woods SWCD – Trees delivered to us – helped get ready to send to them
RCPP Deferred changed Dec – Reprinted all Stmts from then on for file
MN PEIP – Online Enrollment and Maintenance – Training Online
May Agenda and Board Packet
Started on Audit reports requested

Mitch Rigelman SKILLS MATRIX WORKSHEET

Name: Mitch Rigelman
Concurred by:

Title: District Technician
Title:

Location: WABASHA FO
Date:

ETHICS STATEMENT

In exercising Job Approval Authority as shown below, I agree to utilize my assigned technical approval authority only for work that I am competent and qualified to perform. Economic, social, cultural and environmental impacts will be considered before a conservation practice is recommended. I will seek assistance from others when complicating factors warrant.

I also understand that conservation practices can have negative effects on some resources. I agree to consider the impacts of practices on all resources before recommending their use.

Employee signature:

Date:

| Conservation Practice | Lead Discipline | Controlling Factor | Units | Job Class | | | | | | MAX APPR AUTHORITY | | | Approved by | Approved date |
|---|----------------------|---------------------------|----------------|-----------------------------|---------------------------------------|------------------------------------|---------------------------------------|-----------|------|--------------------|-------------|----------------|-------------|---------------|
| | | | | I | II | III | IV | V | VI | I and E /Planning | Design /Dev | Const /Install | | |
| 315 EcoSci Herbaceous Weed Control | ESD-Rangeland Mgt Sp | Treatment Type | Treatment Type | Mechanical | Mechanical/Chemical | All types | All types | All types | none | 1 | 1 | 1 | James Fritz | 4/20/2020 |
| 327 Conservation Cover | ESD-Agron | Practice Purpose | Purpose | Non-wildlife | Wildlife | Pollinator | all | all | none | 3 | | | James Fritz | 4/20/2020 |
| 328 Conservation Crop Rotation | ESD-Agron | Crop Type | Crop type | Standard Row/Forage Crops | Specialty/Vegetable Crops | Organic Specialty/Vegetable Crops | all | all | none | 1 | 1 | 1 | James Fritz | 4/20/2020 |
| 329 ""Residue and Tillage Management, No Till"" | ESD-Agron | Crop type | Crop type | Standard Row/Forage Crops | Organic/Specialty/Vegetable Crops | all | all | all | none | 1 | 1 | 1 | James Fritz | 4/20/2020 |
| 330 Contour Farming | ESD-Agron | Slope | % | <6 | 6 to 8 | >8 | all | all | none | 1 | 1 | 1 | James Fritz | 4/20/2020 |
| 340 Cover Crop | ESD-Agron | Number of species planted | Number | 1 | 2 to 3 | 3 to 5 | >5 | all | none | 3 | | | James Fritz | 4/20/2020 |
| | ESD-Agron | Practice Purpose | Purpose | Soil Erosion Wind and Water | Water Quality - Excess Soil Nutrients | Soil Health - Maintain or Increase | Pest Cycles and Pressure | All | none | 1 | | | James Fritz | 4/20/2020 |
| 342 Critical Area Planting | ESD-Agron & CED LA | Type Site Preparation | Type | Standard Tillage | Earthmoving Equipment | Hydroseeding | Difficult sites with slope/complexity | all | none | 2 | 2 | 2 | James Fritz | 4/20/2020 |

Tuesday, April 21, 2020

Page 1 of 2

Mitch Rigelman 4/24/20

| Conservation Practice | Lead Discipline | Controlling Factor | Units | Job Class | | | | | | MAX APPR AUTHORITY | | | Approved by | Approved date |
|-----------------------|--|--------------------------------|-------|------------------------------|-----------------------------------|-----------------------|-----|-----|------|--------------------|-------------|----------------|-------------|---------------|
| | | | | I | II | III | IV | V | VI | I and E /Planning | Design /Dev | Const /Install | | |
| 342 | EcoSci Critical Area Planting | ESD-Agron Slope & CED-LA | % | <6 | 6-8 | 8-10 | All | All | none | 4 | 4 | 4 | James Fritz | 4/20/2020 |
| 345 | ""Residue and Tillage Management, Reduced Till"" | ESD-Agron Crop Type | Type | Standard Row Forage Crops | Organic/Specialty/Vegetable Crops | all | all | all | none | 1 | 1 | 1 | James Fritz | 4/20/2020 |
| 484 | Mulching | ESD-Agron Material | Type | ""Loose, Natural Materials"" | Roll/Mat Materials and Gravels | Non-permeable mulches | All | All | none | 2 | 2 | 2 | James Fritz | 4/20/2020 |

Exhibit A – Amendment 1
Drinking Water Protection in SE MN Grant
Sub-Recipient Allocations

| Adjusted Allocations | TA \$ for Cover Crop Implementation | | | Total Cover Crop Incentive Dollars |
|---------------------------------|--|--------------------|-----------------------------|---|
| | TA \$ for NMPs | | Total TA Dollars | |
| Dodge | \$2,000.00 | \$3,250.00 | \$5,250.00 | \$14,824.28 |
| Fillmore | - | - | - | \$14,824.28 |
| Mower | - | \$3,250.00 | \$3,250.00 | \$14,824.28 |
| Olmsted | - | \$3,250.00 | \$3,250.00 | \$14,824.29 |
| Rice | \$2,000.00 | \$3,250.00 | \$5,250.00 | \$14,824.29 |
| Wabasha | \$2,000.00 | \$3,250.00 | \$5,250.00 | \$14,824.29 |
| Winona | - | \$3,250.00 | \$3,250.00 | \$14,824.29 |
| | | | | |
| TOTALS | \$6,000.00 | \$19,500.00 | \$25,500.00 | \$103,770.00 |

-Local TA for NMP (Nutrient Management Plans) = \$6,000 divided by 3 counties outside the Root River watershed. Dodge is included in these 3 counties as only a small percentage of it's county includes the Root River watershed. Local TA for NMP was calculated assuming Sara West will do most plans in the Root River Watershed.

-Local TA for Cover Crop Implementation= \$19,500 divided by 6 counties as several staff in the Root River watershed have JAA for cover crops. Dean Thomas has JAA in Fillmore; funding from 1W1P for his staff time.

-A list of local personnel with JAA and other approval is included in this workplan.

-3459 acres total are estimated to be applied equating to roughly 494 acres per county.

-Total cover crop producer incentive payment budget and estimated acres are figured over a three-year contract period. The cover crop payment rate is to be \$30/acre/year over this three-year period.

Dodge SWCD

Date

Mower SWCD

Date

Olmsted SWCD

Date

Rice SWCD

Date

Wabasha SWCD

Date

Leo Speltz

Winona SWCD

5-14-20
Date

Kathryn Plesmer

Fillmore SWCD

5/21/20
Date

Exhibit A – Amendment 2
Drinking Water Protection in SE MN Grant
Sub-Recipient Allocations

| Adjusted Allocations | Total TA \$ for Cover Crop Implementation | Total Cover Crop Incentive Dollars |
|----------------------|---|------------------------------------|
| Dodge | \$3,250.00 | \$14,824.28 |
| Fillmore | - | \$14,824.28 |
| Mower | \$3,250.00 | \$14,824.28 |
| Olmsted | \$3,250.00 | \$14,824.29 |
| Rice | \$3,250.00 | \$14,824.29 |
| Wabasha | \$3,250.00 | \$14,824.29 |
| Winona | \$3,250.00 | \$14,824.29 |
| | | |
| TOTALS | \$19,500.00 | \$103,770.00 |

-Local TA for NMP (Nutrient Management Plans) in the amount of \$6,000 (\$2,000 previously allocated to Dodge, \$2,000 previously allocated to Rice, and \$2,000 previously allocated to Wabasha) has been re-allocated to Fillmore SWCD as the involved parties have agreed that the Fillmore SWCD Nutrient Management Specialist will be completing the nutrient management planning tasks as described in the workplan.

-Local TA for Cover Crop Implementation= \$19,500 divided by 6 counties as several staff in the Root River watershed have JAA for cover crops. Dean Thomas has JAA in Fillmore; funding from 1W1P for his staff time.

-A list of local personnel with JAA and other approval is included in this workplan.

-3459 acres total are estimated to be applied equating to roughly 494 acres per county.

-Total cover crop producer incentive payment budget and estimated acres are figured over a three-year contract period. The cover crop payment rate is to be \$30/acre/year over this three-year period.

Dodge SWCD

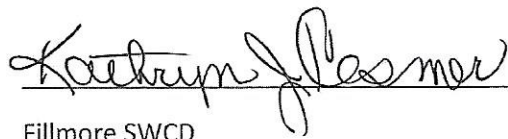
Date

Rice SWCD

Date

Wabasha SWCD

Date


Kathryn Pasmer

Fillmore SWCD


5/21/20
Date

Dodge SWCD

Date

Rice SWCD

Date

Wabasha SWCD

Date

Fillmore SWCD

Date

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

| | | | | |
|-----------------------------------|-------------------------------------|---|--|---|
| Organization: Wabasha SWCD | Contract Number: 19-DWP-CC-5 | Other state or non-state funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | Amendment <input type="checkbox"/> Board Meeting Date(s): | Canceled <input type="checkbox"/> Board Meeting Date(s): |
|-----------------------------------|-------------------------------------|---|--|---|

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

Applicant

| | | | |
|---------------------------------------|----------------------------------|------------------------------|-----------------------|
| Land Occupier Name Adam Graner | Address 63031 W Cty Rd 19 | City/State Kellogg/MN | Zip code 55945 |
|---------------------------------------|----------------------------------|------------------------------|-----------------------|

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

Conservation Practice Location

| | | | | |
|---------------------------------|-------------------------|----------------------|-----------------------|---------|
| Township Name: Plainview | Township No: 108 | Range No.: 11 | Section No. 35 | 1/4,1/4 |
|---------------------------------|-------------------------|----------------------|-----------------------|---------|

Contract Information

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

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

4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

nrns efotg practice 340 cover crops and ag tech note 33 for 30 acres

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/1/20, 11/1/21, 11/1/22, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier's signature indicates agreement to:

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

| | |
|---------|---|
| Date | Land Occupier |
| 4-27-20 | Adam Graner |
| Date | Landowner, if different from applicant |
| | Address, if different from applicant information: |

Conservation Practice

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

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

Technical Assessment and Cost Estimate

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

| | |
|---------|-------------------------------|
| Date | Technical Assistance Provider |
| 4-27-20 | Quahls |

Amount Authorized for Financial Assistance

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

| Amount | Program Name | Fiscal Year |
|------------|------------------------------------|-------------|
| \$2,700.00 | SE Drinking Water Protection Grant | 2019 |
| | | |
| | | |

| | | |
|------|----------------------|-------------------------|
| Date | Authorized Signature | Total Amount Authorized |
| | | \$2,700.00 |

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

| | | | | |
|---------------|------------------|--|------------------------------------|-----------------------------------|
| Organization: | Contract Number: | Other state or non-state funds? | Amendment <input type="checkbox"/> | Canceled <input type="checkbox"/> |
| Wabasha SWCD | 20-CWMA-2 | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | Board Meeting Date(s): | Board Meeting Date(s): |

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

Applicant

| | | | |
|--------------------|-----------------|-------------|----------|
| Land Occupier Name | Address | City/State | Zip code |
| Tom Hunter | 23257 685th St. | Wabasha, MN | 55981 |

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

Conservation Practice Location

| | | | | |
|----------------|--------------|------------|-------------|------------|
| Township Name: | Township No: | Range No.: | Section No. | 1/4, 1/4 |
| Pepin | 111 | 11 | 33, 34 | S, SW & SE |

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 1 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:

314 Brush Mgmt.

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 12/31/2020, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier's signature indicates agreement to:

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

| | |
|-----------|---|
| Date | Land Occupier |
| 21 May 20 | Thomas S. Hunter (electronic signature) |
| Date | Landowner, if different from applicant |
| | Address, if different from applicant information: |

Conservation Practice

The primary practice for which cost-share is requested is 314 Brush Mgmt

| | | |
|--|--|---|
| Eligible Component Standard & Name 314 Brush Mgmt | Engineered Practice: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | Total Project Cost Estimate \$3,040.00 |
| | Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | |

Technical Assessment and Cost Estimate

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

| | |
|------|-------------------------------|
| Date | Technical Assistance Provider |
|------|-------------------------------|

Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: \$1,000/acre

| Amount | Program Name | Fiscal Year |
|------------|--------------|-------------|
| \$1,500.00 | CWMA | 2020-21 |
| | | |
| | | |

| | | |
|-----------|----------------------|-------------------------|
| Date | Authorized Signature | Total Amount Authorized |
| 5/28/2020 | | \$1,500.00 |

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

| | | | | |
|---------------|------------------|---|------------------------------------|-----------------------------------|
| Organization: | Contract Number: | Other state or non-state funds? | Amendment <input type="checkbox"/> | Canceled <input type="checkbox"/> |
| Wabasha SWCD | 20-CWMA-3 | <input type="checkbox"/> YES <input type="checkbox"/> NO | Board Meeting Date(s): | Board Meeting Date(s): |

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

Applicant

| | | | |
|--------------------|-----------------|------------|----------|
| Land Occupier Name | Address | City/State | Zip code |
| Joe Flynn | 30824 550th St. | Elgin, MN | 55932 |

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

Conservation Practice Location

| | | | | |
|----------------|--------------|------------|-------------|---------|
| Township Name: | Township No: | Range No.: | Section No. | 1/4,1/4 |
| Elgin | 108 | 12 | 5 | SW,SE |

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 1 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the land occupier who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.

4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

leFotg practice 314 brush management for follow-up chemical treatment of resprouting buckthorn according to DNR plan

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 09/30/2020, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier's signature indicates agreement to:

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

| | |
|------|---|
| Date | Land Occupier |
| Date | Landowner, if different from applicant |
| | Address, if different from applicant information: |

Conservation Practice

The primary practice for which cost-share is requested is 314 Brush Mgmt

| | | |
|---|--|--|
| Eligible Component Standard & Name (314) Brush Management | Engineered Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO | Total Project Cost Estimate \$2,666.67 |
| | Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | |

Technical Assessment and Cost Estimate

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

| | |
|------|-------------------------------|
| Date | Technical Assistance Provider |
|------|-------------------------------|

Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: \$100/Acre

| Amount | Program Name | Fiscal Year |
|------------|--------------|-------------|
| \$2,000.00 | CWMA | 2020 |
| | | |
| | | |

| | | |
|--------------------|----------------------|-------------------------|
| Board Meeting Date | Authorized Signature | Total Amount Authorized |
| 5/28/2020 | | \$2,000.00 |

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

| | | | | |
|--------------------------------------|--------------------------------------|--|--|---|
| Organization: Wabasha SWCD | Contract Number: 20-CWMA-4 | Other state or non-state funds? <input type="checkbox"/> YES <input type="checkbox"/> NO | Amendment <input type="checkbox"/> Board Meeting Date(s): | Canceled <input type="checkbox"/> Board Meeting Date(s): |
|--------------------------------------|--------------------------------------|--|--|---|

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

Applicant

| | | | |
|---|----------------------------------|---------------------------------|--------------------------|
| Land Occupier Name George Meyer | Address 26018 663rd St | City/State Wabasha/MN | Zip code 55981 |
|---|----------------------------------|---------------------------------|--------------------------|

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

Conservation Practice Location

| | | | | |
|----------------|----------------------------|-------------------------|---------------------------|--------------------------|
| Township Name: | Township No: 110 | Range No.: 12 | Section No.: 12 | 1/4,1/4 NE,SW |
|----------------|----------------------------|-------------------------|---------------------------|--------------------------|

Contract Information

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

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

eFotg practice 314 brush management for removal of buckthorn, invasive honeysuckle and multiflora rose and removal of cedar to open for Oak Savannah regen area on 4 ac
- Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
- This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 03/31/2021, this contract will be automatically terminated on that date.
- Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier's signature indicates agreement to:

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

| | |
|-----------------|---|
| Date 5/24/20 | Land Occupier George Meyer |
| Date 5/24/20 | Landowner, if different from applicant Same - 26018 663 Street Wabasha, MN |
| | Address, if different from applicant information: NO |

Conservation Practice

The primary practice for which cost-share is requested is 314 Brush Mgmt

| | | |
|--|--|---|
| Eligible Component Standard & Name (314) Brush Management | Engineered Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO | Total Project Cost Estimate \$1,333.33 |
| | Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | |

Technical Assessment and Cost Estimate

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

| | |
|-------------------|--|
| Date 5/22/2020 | Technical Assistance Provider  |
|-------------------|--|

Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: \$200/ac

| Amount | Program Name | Fiscal Year |
|----------|--------------|-------------|
| \$800.00 | CWMA | 2020 |
| | | |
| | | |

| | | |
|---------------------------------|----------------------|---------------------------------------|
| Board Meeting Date 5/28/2020 | Authorized Signature | Total Amount Authorized \$1,000.00 |
|---------------------------------|----------------------|---------------------------------------|

PERCENT BASE - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: Gerard Marking

Contract No.: 18-CWMA-1

Address: 502 W Madison St

City, State, Zip: Lake City, MN 55041

Total Amount

Authorized: \$600.00 % Approved: 75% (state) (state & non-state)
(from contract)

| Item | Quantity | Unit | Unit Price | Cost |
|--|----------|------|------------|------------|
| Invoice - labor (includes herbicide gas) | 1.0 | | | 840 \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |

PROJECT COST:

840 \$0.00

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

Gerard Marking
Payee Signature

4-30-20
Date

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final):

Final

B. Total cost of practice to date:

840

C. Eligible amount (total cost x % approved):

\$600.00 (state)

\$0.00 (state & non-state)

D. Total other state payment amount:

E. Total non-state payment amount:

F. Total previous partial payments:

G. Maximum payment amount

Amount Approved for This Voucher:

(cannot exceed Total Amount Authorized)

600 \$0.00

Technical Certification

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

Technical Assistance Provider

4-30-20
Date

Administrative Certification

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

Administrative Sign-off

5-4-2020
Date

PERCENT BASED VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: Tagen Miller Contract No.: 20-CWMA-1

Address: 60503 Hwy 42

City, State, Zip: Kellogg/MN

Total Amount Authorized: \$575.00 % Approved: 0% (state) 0% (state & non-state)

(from contract)

| Item | Quantity | Unit | Unit Price | Cost |
|---|----------|------|------------|----------|
| Invoice for labor (includes herbicide and fuel) | 1 | | \$810.00 | \$810.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| PROJECT COST: | | | | \$810.00 |

PAYMENT AND CERTIFICATION INFORMATION

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

B. Total cost of practice to date: \$810.00

C. Eligible amount (total cost x % approved): \$575.00 (state) \$0.00 (state & non-state)

D. Total other state payment amount: \$0.00

E. Total non-state payment amount: \$0.00

F. Total previous partial payments: \$0.00

G. Pre-Construction Cover payment amount: \$0.00

H. Maximum payment amount: \$575.00

| Pre-Con.Cover Ac. | Rate/Ac. |
|-------------------|----------|
| | |

Amount Approved for This Voucher: \$575.00
(cannot exceed Total Amount Authorized)

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

Tagen Miller
Payee Signature

5-4-2020
Date

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

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

[Signature]
Technical Assistance Provider
5-4-20
Date

[Signature]
Administrative Sign-off
5-6-2020
Date

PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: Larry Reuter

Contract No.: 18-Capacity-5

Address: 365 Main Street

City, State, Zip: Winona/MN

Total Amount

Authorized: \$3,375.00

% Approved: 75% (state)

75% (state & non-state)

(from contract)

| Item | Quantity | Unit | Unit Price | Cost |
|--|----------|-------|------------|------------|
| Caterpillar D6R XW 8HR | 1 | Hours | \$1,600.00 | \$1,600.00 |
| Straw Bales 3x3x6 | 7 | 1 | \$40.00 | \$280.00 |
| Crimping 2HR | 1 | Hours | \$140.00 | \$140.00 |
| Caterpillar 259D Skidloader Mulching 4HR | 1 | Hours | \$480.00 | \$480.00 |
| Seed | 1 | 1 | \$200.00 | \$200.00 |
| Mobilization | 1 | 1 | \$500.00 | \$500.00 |
| | | | | \$0.00 |
| PROJECT COST: | | | | \$3,200.00 |

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final):

Final

B. Total cost of practice to date:

\$3,200.00

C. Eligible amount (total cost x % approved):

\$2,400.00 (state)

\$2,400.00 (state & non-state)

D. Total other state payment amount:

\$0.00

E. Total non-state payment amount:

F. Total previous partial payments:

\$0.00

G. Pre-Construction Cover payment amount:

\$0.00

H. Maximum payment amount

\$2,400.00

| Pre-Con.Cover Ac. | Rate/Ac. |
|-------------------|----------|
| | |

Amount Approved for This Voucher:

\$2,400.00

(cannot exceed Total Amount Authorized)

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

Payee Signature

Date

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

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

See NRCS-CPA-52 Environmental Evaluation Worksheet & NRCS-CPA-1155 Conservation Plan Schedule of Operations located in project file.

Technical Assistance Provider

Administrative Sign-off

Date

Date

PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: Swanson Family Farms

Contract No.: 20-CS-1

Address: P.O. Box 514

City, State, Zip: Owatonna, MN

Total Amount

Authorized: \$7,950.00

% Approved: 75% (state)

75% (state & non-state)

(from contract)

| Item | Quantity | Unit | Unit Price | Cost |
|--|----------|-------|---------------|------------|
| Caterpillar D6R XW 18HR | 1 | Hours | \$3,600.00 | \$3,600.00 |
| Straw Bales 3x3x6 | 17 | 1 | \$40.00 | \$680.00 |
| Crimping 4HR | 1 | Hours | \$333.00 | \$333.00 |
| Caterpillar 259D Skidloader Mulching 6HR | 1 | Hours | \$720.00 | \$720.00 |
| Seeding and Drilling | 1 | 1 | \$700.00 | \$700.00 |
| Mobilization | 1 | 1 | \$1,500.00 | \$1,500.00 |
| | | | | \$0.00 |
| | | | PROJECT COST: | \$7,533.00 |

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final):

Final

B. Total cost of practice to date:

\$7,533.00

C. Eligible amount (total cost x % approved):

\$5,649.75 (state)

\$5,649.75 (state & non-state)

D. Total other state payment amount:

\$0.00

E. Total non-state payment amount:

\$0.00

F. Total previous partial payments:

\$0.00

G. Pre-Construction Cover payment amount:

\$0.00

H. Maximum payment amount

\$5,649.75

| Pre-Con.Cover Ac. | Rate/Ac. |
|-------------------|----------|
| | |

Amount Approved for This Voucher:

\$5,649.75

(cannot exceed Total Amount Authorized)

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

Payee Signature

Date

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

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

See NRCS-CPA-52 Environmental Evaluation Worksheet & NRCS-CPA-1155 Conservation Plan Schedule of Operations located in project file.

Technical Assistance Provider

Administrative Sign-off

Date

Date

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and the Wabasha County Soil and Water Conservation District, 611 Broadway Ave., Suite 10, Wabasha, MN 55981 (GRANTEE").

Recitals

1. Under Minn. Stat. 84.026 and 97A.056 the State is empowered to enter into this grant.
2. The State is in need of quality habitat and stability in stream systems. This project will restore about 2700 feet of Gorman Creek and 900 feet of the tributary to a stable, functioning stream channel that provides quality habitat.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 *Effective date:*

May 19, 2020, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.

1.2 *Expiration date:*

June 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).

- 2.1 Provide final engineering plans suitable for bidding, provide all construction and bidding documents, provide project coordination/construction management, and all materials and installation costs necessary to restore the stream. The stream restoration will be constructed as described in Attachment A, attached and incorporated into this contract and prior consultation with Minnesota DNR. The Grantee's representative will act as the project engineer and be responsible for the final plans and specifications.
- 2.2 To apply for and receive all necessary approvals and permits to complete the project and comply with state and federal regulations, including but not limited to: DNR Division of Ecological and Water Resources, Stormwater Protection Permit, Cultural Resources Review, Natural Heritage Resources Review, and County Board approvals.

3 Time

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

4 Consideration and Payment

4.1 *Consideration.*

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

The Grantee will be paid \$500,000.00 for actual expenses incurred.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$500,000.00.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices may be submitted quarterly during design and permitting and as needed during construction.

It is required that invoices be submitted, at a minimum, at the close of each state fiscal year which is July 1 – June 30.

Final request for payment must be submitted on or before June 30, 2024.

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout. If any funds remain following construction of bid project, the Grantee will be allowed to retain those funds for up to one year to cover post-project adjustments.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Amanda Hillman, Restoration Coordinator, 1509 1st Ave N, Fergus Falls, MN 56537, (218) 671-7953, amanda.hillman@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under

this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Terri Peters, District Manager, 611 Broadway Ave. Suite 10, Wabasha, MN 55981, (651) 565-4673, terri.peters@mn.nacdn.net. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

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

9 State Audits

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

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

10.2 Intellectual Property Rights

N/A

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 *Publicity*

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 *Endorsement*

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 *Termination by the State*

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 *Termination for Cause*

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

14.3 *Termination for Insufficient Funding*

The State may immediately terminate this grant contract if:

- (a)** If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification

STATE OF MINNESOTA
GRANT AGREEMENT
Wabasha County Soil & Water Conservation District / Gorman Creek

ATTACHMENT A

NATURE AND SCOPE – Gorman Creek is a headwaters stream that was historically straightened. As a result, the current stream is significantly incised and lacks habitat diversity. This project will implement Natural Channel Design (NCD) to restore about 2700 feet of Gorman Creek and 900 feet of the tributary. DNR Ecological and Water Resources (EWR) staff and DNR Fisheries staff have developed a restoration goal to restore the stream and floodplain to a stable form. This project will address bank and stream bed sources of sediment by applying appropriate dimension, pattern and profile to the main stream channel.

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

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

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

Project design (Concept, 60% and 95% plan sets) shall be coordinated with, and approved by Amanda Hillman (MNDNR Stream Restoration Coordinator).

Amanda Hillman
Minnesota Department of Natural Resources
1509 1st Avenue North
Fergus Falls, Minnesota 56537
Phone: (218) 671-7953
amanda.hillman@state.mn.us

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

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

PROJECT UPDATES AND PROGRESS –The Wabasha County SWCD will also be responsible for reporting updates to Amanda Hillman. These updates are necessary for reporting to the Lessard-Sams Outdoor Heritage Council which funded a portion of the project. These updates will include project accomplishments and provide itemized detail of budgeted dollars and dollars spent.

COMPLETION – Stream channel restoration and all final adjustments shall be completed by one month before the expiration of the grant agreement.

CONSTRUCTION AND ENVIRONMENTAL DISTURBANCE REQUIREMENTS - The contractor shall take

number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: *Felicia Barnes*
650F68633C8A413...
Date: May 18, 2020

176922/3000170802
SWIFT Contract/PO No(s). _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____
Title: District Manager
Date: _____

By: _____
Title: _____
Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)
Title: Director, Ecological & Water Resources
Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative



ENRTF/OHF Pass-Through Grant Agreement Attachment B: Conflict of Interest Disclosure

Conflict of Interest:

As referenced in the Minnesota Department of Administrations Office of Grants Management's Policy 08-01, a conflict of interest, actual, potential, or perceived, occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it.

Actual Conflict of Interest:

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples included but not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. Examples included but not limited to:

- One party has a relationship, affiliation, or other interest that could create an inappropriate influence if one party is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily create a conflict of interest, depending on the nature of the relationship between the two parties.

A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Perceived Conflict of Interest:

A perceived conflict of interest is any situation in which a reasonable third party would conclude that conflicting duties or loyalties exist.

A disclosed perceived conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

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

Individual Conflict of Interest:

A conflict of interest that may benefit an individual employee where actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to a friend, relative, acquaintance or business or organization with which they are involved.

A employee uses his/her status or position to obtain special advantage, benefit, or access to the grantee or grant applicant's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties
- A grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties
- A grantee creates an unfair competitive advantage in hiring for professional services or purchasing supplies or equipment by furnishing unauthorized proprietary information or source selection information that is not available to all competitors and create a path to one or a few.

This section to be completed by Grantee's Authorized

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual, potential and perceived conflicts of interests by individual employees or are organization as a whole to the State's Authorized Representative.

Organization Name: Wabasha Soil and Water Conservation District

Project Name: Gorman Channel Restoration

Legal Citation: ML 2019, Chapter 97A, Section 97A.056, Subdivision 4

Authorized Representative Name: __Terri Peters_____

Signature: _____

Date_____

Whitewater Joint Powers Board Cover Crop (2020-2022)
Sub-Agreement between
Whitewater Joint Powers Board
and
Wabasha County Soil and Water Conservation District

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

RECITALS

WHEREAS, the WJPB has a grant agreement from the state of Minnesota, acting through its Board of Water and Soil Resources, entitled Whitewater Drinking Water Protection Grant, hereinafter referred to as the “Project”;

WHEREAS, the Project includes up to \$94,500 in funds for cover crop incentives to increase cover crop implementation in the Whitewater Watershed portions of selected townships;

WHEREAS, the Contractor is providing technical assistance for the project and staff are trained to effectively administer and assess local farming operations for landowners seeking to implement cover crops in their operations;

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

Term and Cost of the Agreement

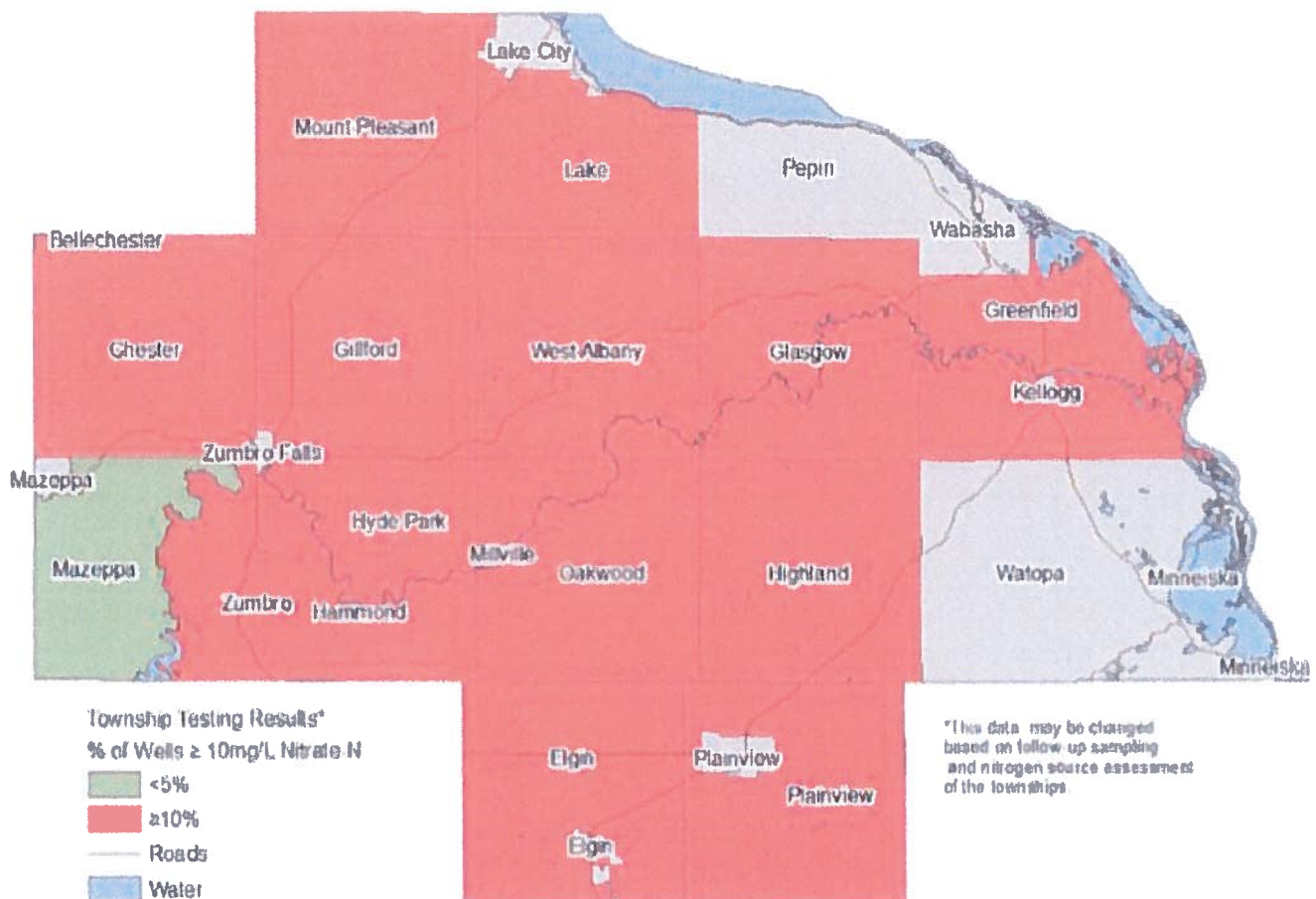
1. The Contractor agrees to furnish services on behalf of the WJPB during the period commencing June 1, 2020 and terminating December 31, 2022, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The Contractor is not an employee of the WJPB and may be terminated for any time, with or without cause.
2. The Contractor shall be paid for services rendered according to the workplan (Attachment A). The cost of this agreement shall not exceed \$28,500 (collectively among the Contractor and each of its partner Soil and Water Conservation Districts (SWCDs) for the Project (Olmsted and Winona) during the period of the contract. Initially, up to \$5,000 is available to each partner SWCD; the remaining \$13,500 is available to the partners, on a first come-first served basis in providing technical assistance to landowners.
3. The Contractor will have technical approval authority for the cover crop incentive payments. The Contractor will work cooperatively with Olmsted SWCD and Winona

County SWCD in providing assistance to landowners as described in the Project Workplan attached to the grant agreement.

4. Cover crop incentives payments available to individual landowners will include \$30 per acre, up to 30 acres and up to three years. (The grant will provide a cover crop payment of \$45 per acre if the acres are within a high priority Drinking Water Supply Management Area, as described in the Workplan.) Contractor shall not recommend payments in excess of such limits.
5. The project has up to \$94,500 available for cover crop incentives for the duration of the agreement. Contractor shall not recommend payments that would exceed this amount.
6. Once the Contractor certifies adequate cover crop establishment for incentive payments for landowners within Wabasha County, the WJPB will approve payments to the landowner at its next Board meeting.

The Whitewater Watershed portions of Elgin and Plainview Townships were identified as having a high number of private wells with nitrate levels above the drinking water standard. These areas are cover crop focus areas for the project.

Figure: Wabasha County Initial Well Dataset Map, 2017.



Signature_____

Matt Flynn

Chairman, Whitewater JPB

Date_____

Signature_____

Terry Helbig

Chairman, Wabasha Cuonty Soil and Water Conservation District

Date_____



Grant Workplan Projects and Practices Drinking Water 2020

Grant Title - Whitewater Drinking Water Protection grant

Grant ID - C20-7177

Organization - Whitewater River Watershed Project

| | | | |
|-------------------------|--------------|--------------------------|---------------|
| Original Awarded Amount | \$191,550.00 | Grant Execution Date | |
| Required Match Amount | \$47,887.50 | Original Grant End Date | 12/31/2022 |
| Required Match % | 25% | Grant Day To Day Contact | Sheila Harmes |
| Current Awarded Amount | \$191,550.00 | Current End Date | 12/31/2022 |

Budget Summary

| | Budgeted | Spent | Balance Remaining |
|--------------------|---------------------|---------------|---------------------|
| Total Grant Amount | \$191,550.00 | \$0.00 | \$191,550.00 |
| Total Match Amount | \$100,000.00 | \$0.00 | \$100,000.00 |
| Total Other Funds | \$0.00 | \$0.00 | \$0.00 |
| Total | \$291,550.00 | \$0.00 | \$291,550.00 |

**Grant balance remaining is the difference between the Awarded Amount and the Spent Amount. Other values compare budgeted and spent amounts.*

Budget Details

| Activity Name | Activity Category | Source Type | Source Description | Budgeted | Spent | Last Transaction Date | Matching Fund |
|---------------------------------|----------------------------------|---------------------|--|-------------|-------|-----------------------|---------------|
| Administration | Administration /Coordination | Current State Grant | Whitewater Drinking Water Protection grant | \$15,000.00 | | | N |
| Cover Crop Technical Assistance | Technical/Engineering Assistance | Current State Grant | Whitewater Drinking Water Protection grant | \$28,500.00 | | | N |

| Activity Name | Activity Category | Source Type | Source Description | Budgeted | Spent | Last Transaction Date | Matching Fund |
|----------------------------|-------------------------------------|---------------------|--|-------------|-------|-----------------------|---------------|
| Cover Crop field day event | Education/Information | Current State Grant | Whitewater Drinking Water Protection grant | \$1,500.00 | | | N |
| Cover Crop field day event | Education/Information | Landowner Fund | Landowner match | \$1,500.00 | | | Y |
| Cover Crops | Agricultural Practices | Current State Grant | Whitewater Drinking Water Protection grant | \$94,500.00 | | | N |
| Cover Crops | Agricultural Practices | Landowner Fund | Landowner match | \$85,000.00 | | | Y |
| SSTS Technical Assistance | Technical/Engineering Assistance | Local Fund | Local Match | \$2,000.00 | | | Y |
| SSTS fixes | Subsurface Sewage Treatment Systems | Current State Grant | Whitewater Drinking Water Protection grant | \$52,050.00 | | | N |
| SSTS fixes | Subsurface Sewage Treatment Systems | Landowner Fund | Homeowner match | \$11,500.00 | | | Y |

Activity Details Summary

| Activity Details | Total Action Count | Total Activity Mapped | Proposed Size / Unit | Actual Size / Unit |
|----------------------------------|--------------------|-----------------------|----------------------|--------------------|
| 126M - Septic System Improvement | 5 | 0 | 20 LINEAR FEET | 0 LINEAR FEET |
| 340 - Cover Crop | 35 | 0 | 30 AC | 0 AC |

Proposed Activity Indicators

| Activity Name | Indicator Name | Value & Units | Waterbody | Calculation Tool | Comments |
|---------------|------------------------------|-------------------------|------------------|--|-----------|
| SSTS fixes | PATHOGENS (E. COLI) | 4500000000000000 CFU | Whitewater River | Septic System Improvement Estimator (SSIE) | |
| SSTS fixes | PHOSPHORUS (EST. REDUCTION) | 67 LBS/YR | Whitewater River | Septic System Improvement Estimator (SSIE) | |
| SSTS fixes | BOD 5 | 2006 LBS/YR | Whitewater River | Septic System Improvement Estimator (SSIE) | |
| Cover Crops | NUTRIENTS (NITRATE) | 8350 LBS/YR | Whitewater River | Other | NBMP tool |
| SSTS fixes | NITROGEN | 370 LBS/YR | Whitewater River | Septic System Improvement Estimator (SSIE) | |
| SSTS fixes | Total Suspended Solids (TSS) | 1109 Mg/L | Whitewater River | Septic System Improvement Estimator (SSIE) | |

Grant Activity

Grant Activity - Administration

| | |
|----------------------|--|
| Description | Administration of project activities to include tracking of grant and match expenditures, and eLink reporting to BWSR. Coordination of sub-agreements with partner SWCDs for cover crop technical assistance and cost-share. Sheila Harmes, Whitewater Watershed Coordinator, will be responsible for administering this activity. |
| Category | ADMINISTRATION/COORDINATION |
| Has Rates and Hours? | Yes |

Grant Activity - Cover Crop Technical Assistance

| | |
|----------------------|---|
| Description | SWCDs of Olmsted, Wabasha and Winona Counties have qualified staff (with Job Approval Authority) who can provide cover crop technical assistance to interested farmers to successfully complete cover crop plantings. |
| Category | TECHNICAL/ENGINEERING ASSISTANCE |
| Has Rates and Hours? | Yes |

Grant Activity - Cover Crop field day event

Description

This project provides incentives for expanding cover crop use in the watershed. Landowners who start the practice, will co-host a field day to outreach to their neighbors. A cover crop field day will promote cover crop benefits as well as economic benefits of cover crops. Location of field day will be determined by farmers involved and optimum location for event. Grant will pay for supplies needed to host an event; match will be value of participating farmers' time (calculated at \$40/hour). Coordination of field day is done by Whitewater Watershed Coordinator, Sheila Harmes, with participating farmer input.

Category

EDUCATION/INFORMATION

Has Rates and Hours?

No

Grant Activity - Cover Crops

Description

TA will be provided from qualified SWCD staff. Cover crop incentives payments are \$30 per acre, maximum of 30 acres, with a requirement of a 3-year contract (50% of actual costs of 1-2 species seed mixes, including seeding method - consistent with other cover crop cost-share programs). Fields located within DWSMAs are higher priority area and have a 75% payment rate (\$45 for up to 30 acres- for multi-species cover crop). Landowner match is \$30/ac (\$15/ac for DWSMAs) plus cover crops costs (\$60/ac) for documented acreage above the 30 maximum. Professionally accepted standards such as MN NRCS 340 standard, U of MN Extension, U of WI Extension, Purdue Extension and Midwest Cover Crops Council guides will be used in developing seeding and termination plans for cover crops. The practice lifespan will be 1 year for each planting season similar to the NRCS practice lifespan, thus the overall effective life of these practices will be three years.

Two priority levels are as follows:

Level 1 (High Priority):

- Altura, Elgin, Plainview and St Charles DWSMAs (Payment rate at \$45/ac)
- Portions of Dover and Farmington Townships in Olmsted County; Elgin and Plainview Townships in Wabasha County; and Elba, Mount Vernon, Norton, St Charles and Utica Townships in Winona County within the Whitewater Watershed.
- Portions of Elmira, Eyota, Quincy and Viola Townships of Olmsted County within the Whitewater Watershed and meet other high priority criteria (Highly Erodible Soils, sub-watershed with over 50% ag land, high nitrate risk based on MDH nitrate risk maps, or based on SWCD JAA staff discretion).

Level 2 (Medium Priority): Portions of Elmira, Eyota, Quincy and Viola Townships of Olmsted County that are within the Whitewater Watershed, but do not meet other high priority criteria.

Starting in 2020, cost-share will be provided in Level 1 areas of the Whitewater Watershed. Based on available funds, landowners in Level 2 areas can use cost-share starting in 2021.

Category

AGRICULTURAL PRACTICES

Has Rates and Hours?

No

Activity Action - Cover Crop Incentives

| | | | |
|-----------------------|------------------|---------------------|--------|
| Practice | 340 - Cover Crop | Count of Activities | 1 |
| Description | | | |
| Proposed Size / Units | 30 AC | Lifespan | 1 Year |

Grant Activity - SSTS Technical Assistance

Description

Septic System Program administrators that cover the Whitewater Watershed include Olmsted County's Inspection Division and GGG Engineering, Wabasha County's Public Health, Winona County's Planning and Environmental Services Department. These entities all maintain required training to administer the state's septic system program at a local level. The Counties all receive Natural Resources Block Grants that support some of local SSTS program expenses and local funds provide additional funding. Technical Assistance provided to this grant is drawn from local funds not used as match for other funds, and are used for technical support to homeowners as they seek to upgrade/fix their septic systems.

Category

TECHNICAL/ENGINEERING ASSISTANCE

Has Rates and Hours?

No

Grant Activity - SSTS fixes

Description

Project funds will also be used to provide cost share to upgrade/fix Imminent Threat to Public Health (ITPH) septic systems for low-income homeowners. U.S. Rural Development guidelines and other appropriate guidance will be used to determine low-income status to receive funds. Grant will provide up to 75% (maximum of \$12,000 per upgrade) of the cost of the SSTS upgrade/fix. Match will include the homeowners share of project cost.

Funds are provided in two priority levels as follows:

Level 1 (High Priority):

- Altura, Elgin, Plainview and St Charles DWSMAs
- Portions of Dover and Farmington Townships in Olmsted County; Elgin and Plainview Townships in Wabasha County; and Elba, Mount Vernon, Norton, St Charles and Utica Townships in Winona County that are within the Whitewater Watershed. According to the Minnesota Department of Agriculture's (MDA's) initial round of the Township Testing Program, these townships were identified as having greater than or equal to 10% of the wells with 10 mg/L Nitrate-N.
- Portions of Elmira, Eyota, Quincy and Viola Townships of Olmsted County that are within the Whitewater Watershed and are assessed as high nitrate risk areas according to the Minnesota Department of Health's nitrate risk maps.

Level 2 (Medium Priority): Portions of Elmira, Eyota, Quincy and Viola Townships of Olmsted County that are within the Whitewater Watershed, but do not meet high nitrate risk criteria. According to the MDA's initial round of the Township Testing Program, these townships were identified as having greater than or equal to 5% and less than 10% of the wells with 10 mg/L Nitrate-N.

Cost-share will be used first (starting in 2020) in Level 1 (High Priority) areas of the Whitewater Watershed. Based on available funds, homeowners in Level 2 (Medium Priority) areas can use cost-share starting in 2021.

Category

SUBSURFACE SEWAGE TREATMENT SYSTEMS

Has Rates and Hours?

No

Activity Action - SSTS Upgrade

| | | | |
|-----------------------|----------------------------------|---------------------|----------|
| Practice | 126M - Septic System Improvement | Count of Activities | 1 |
| Description | | | |
| Proposed Size / Units | 20 LINEAR FEET | Lifespan | 20 Years |

Grant Attachments

| Document Name | Document Type | Description |
|--|--------------------|---|
| 2020 Competitive Grant | Grant Agreement | 2020 Competitive Grant - Whitewater River Watershed Project |
| Application | Workflow Generated | Workflow Generated - Application - 09/08/2019 |
| grantmap_25634_2019-09-06_01-28-54-PM.jpg | Grant | Whitewater Drinking Water Protection grant |

WABASHA SOIL AND WATER CONSERVATION DISTRICT CONTRACT FOR SERVICES

This contract is between Wabasha Soil and Water Conservation District (SWCD), 611 Broadway Ave., Suite 10, Wabasha, MN 55981 (SWCD) and Jennifer Wahls, 218 3rd Street East, Wabasha, MN 55981 (Contractor)

Contract

1 Term of Contract

1.1 **Effective date:** May 28, 2020, or the date that all required signatures are obtained.

1.2 **Expiration date:** December 31, 2020 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contingency

3 Certification

By entering into this contract, the CONTRACTOR certifies that it will comply with the conditions of the applicable provisions of the contractor invoicing requirements.

4 Scope of Work

Contractor's Responsibilities and Deliverables for work completed as noted in Exhibit A under the supervision of Terri Peters, SWCD District Manager.

5 Payment

The SWCD will be invoiced by the CONTRACTOR for services performed by the CONTRACTOR under this contract at a rate of ~~\$35.00~~ per hour, up to a maximum of \$2,700.00. Payment will be made when invoices are presented by the CONTRACTOR as the work is completed. Invoices should itemize costs.

Hourly rate includes wages, mileage and expenses, JW 5-26-2020

Requesting Payments

To request a payment, complete an invoice and present it to the Wabasha SWCD.

A. Invoices

Identify the name and address of the party to receive the payment from Wabasha SWCD

B. Project Information

Identify the program and specific work completed. Work completed should be itemized including dates and who completed the work. Enter the date the work was fully completed.

C. Cost Information

Include specific Item costs/work completed (ie. 1 item @ \$xxx each or x hours @ \$x.xx per hour) Vendor may include a copy of the bid schedule.

Requests submitted for work which is fully completed should have "Final" written on the invoice.

6 Authorized Representatives

The SWCD's Authorized Representatives are Terri Peters, Wabasha SWCD District Manager, 611 Broadway Ave., Suite 10, Wabasha, MN 55981, (651) 565-4673, or her successor. The CONTRACTOR'S Authorized Representative is **Jennifer Wahls, 218 3rd Street East, Wabasha, MN 55981, (218) 310-9058.**

7 Independent Contractor

The CONTRACTOR is an independent contractor and NOT an employee of the SWCD and is responsible for providing their own transportation and maintaining his/her own auto insurance and general liability insurance.

8 Amendments, Waiver, and Contract Complete

8.1 **Amendments.** Subject to prior written approval by the SWCD, the CONTRACTOR may modify the Scope of Work listed under item 4 above. Modifications to the Scope of Work and any other amendments to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

8.2 **Waiver.** If the CONTRACTOR fails to enforce any provision of this contract, that failure does not waive the

provision or his right to enforce it.

8.3 **Contract Complete.** This contract contains all negotiations and agreements between the CONTRACTOR and the SWCD. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

9 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible for the acts and behavior of the other party and the results thereof. CONTRACTOR's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable law.

10 Government Data Practices

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

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

11 Publicity

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

12 Audit

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

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

15 Conflict-of-Interest

Consultant, while performing services under contract shall not have, directly or indirectly, any current or promised future financial interests in the services for which the consultant is engaged.

1. WABASHA SWCD

By: _____

Title District Manager

Date: _____

2. CONTRACTOR, JENNIFER WAHLS

By: J Wahls

Title: Independent Contractor

Date: 5-26-20

Exhibit A

Description of Services

Landowner Outreach in Lower Zumbro River Valley Area

Contractor shall:

- Reach out to landowners of property in the Lower Zumbro River Valley area, as shown on the following map (Attachment A).
- Identify landowners concerned with flooding in the valley and determine potential interest in land acquisition projects, or other solutions to flooding issues.
- Assess the potential for large-scale floodplain protection efforts in the project area.
- Communicate potential solutions, including the different cost share and protection options available through state, federal, and non-profit programs or partnerships.
- Identify landowners who could be potential advocates with peers and local agencies.
- Report on activities and results to Wabasha Soil & Water Conservation District (Terri.Peters@mn.nacdnet.net, 611 Broadway Ave., Suite 10, Wabasha, MN 55981) and The Nature Conservancy (David.Ruff@TNC.ORG), jointly through regular email communication, and a final summary report once objectives are complete or the contract expires.



National Association of Conservation Districts

TECHNICAL ASSISTANCE GRANT PROGRAM

Concurrence Document

(to be submitted by partnering districts/tribes to the lead organization on a TA2020 application)

This form indicates to NACD that the applicant listed will have grant supported staff that will be working across other districts or tribes and that those other organizations concur with the proposed plan of work. The applicant must submit an online application during the RFP's application period at:

https://nacd.formstack.com/forms/ta2020_app.

During that submission, there will be instructions to upload signed Concurrence Documents when the funds are to be used across multiple districts/tribes. A printed email (with appropriate signature block), or a locally generated document could also be used instead of this form. When a Regional/State/Territory Organization is the applicant and the staff will be covering the entire area, check with your NACD Region Rep, or Meg Leader, NACD Projects and Partnerships Coordinator (meg-leader@nacdnet.org, 812-512-1811) for what is required.

If more than three Concurrence Documents need to be uploaded, additional completed forms should be emailed to your NACD Region Rep before the RFP closes. You can find your Rep at <https://www.nacdnet.org/technical-assistance-grants/>

State/Territory: MN Lead Organization listed on Application:
Wabasha Soil & Water Conservation District for SE (MN) Technical Service Area 7

Primary Contact:

| Name | Phone Number | Email Address |
|--------------|--------------|-----------------------------|
| Terri Peters | 651-560-2044 | terri.peters@mn.nacdnet.net |

Brief Description of Proposed TA Project:

Southeast MN Area 7 Technical Service Area (TSA) Technical support and engineering staff will work at the request of Root River, Fillmore, Winona, and Wabasha districts and coordinate the the NRCS Area engineer on NRCS 105 EQIP projects that have been identified to help maintain a total of .9 FTE JPB staff hours through the NACD Technical Assistance Grant. For the aforementioned districts. It is anticipated that 40% (42) of those projects will be contracted through EQIP within the 1 year grant cycle for this effort.

Partnering Organization Signature: _____

Office/Title: _____ Name: _____ Date: _____

PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: Tom Miller Contract No.: 20-CS-2

Address: 60503 Hwy 42

City, State, Zip: Kellogg

Total Amount

Authorized: \$3,300.00 % Approved: 75% (state) 75% (state & non-state)

(from contract)

| Item | Quantity | Unit | Unit Price | Cost |
|--|----------|-------|------------|------------|
| Bulldozing, 12' Blade 18.5 HR | 1 | Hours | \$2,830.50 | \$2,830.50 |
| Drilling Small Grain, 1/2 Acre | 1 | Acres | \$8.95 | \$8.95 |
| Harrowing or Dragging / Mulching, 1/2 Acre | 1 | Acres | \$5.28 | \$5.28 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| PROJECT COST: | | | | \$2,844.73 |

PAYMENT AND CERTIFICATION INFORMATION

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

B. Total cost of practice to date: \$2,844.73

C. Eligible amount (total cost x % approved): \$2,133.55 (state) \$2,133.55 (state & non-state)

D. Total other state payment amount: \$0.00

E. Total non-state payment amount:

F. Total previous partial payments: \$0.00

G. Pre-Construction Cover payment amount: \$0.00

H. Maximum payment amount: \$2,133.55

| Pre-Con.Cover Ac. | Rate/Ac. |
|-------------------|----------|
| | |

Amount Approved for This Voucher:

\$2,133.55

(cannot exceed Total Amount Authorized)


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

Payee Signature

Date

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

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


Technical Assistance Provider

Administrative Sign-off

5-27-20

Date

Date