

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

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
October 22, 2020
8:15 am
Criminal Justice Center
EOC Room
848 17th Street East**

I. CALL MEETING TO ORDER–

II. PLEDGE OF ALLEGIANCE

III. AGENDA –

A. Meeting statement – Terri Peters

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

IV. PUBLIC COMMENTS

Comments limited to 5 minutes per speaker

V. CONSENT AGENDA – Board Action

A. Financial Report SWCD Local Capacity Services 2019

B. Stacy Miller Contract 20-Capacity-4 for 340 Cover Crop on 30 acres for three years in the amount \$2,700.00

VI. SECRETARY'S REPORT

A. September 24, 2020 Meeting Minutes-**Board Action**

VII. TREASURER'S REPORT:

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

B. September 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 \$ –**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. Keely Hansen – District Technician
- F. Matthew Kempinger – District Technician
- G. Henry Stelten – Natural Resources Technician
- H. Sue Cerwinske – Bookkeeper/Admin. Asst.

X. OLD BUSINESS

- A. Update on office situation during COVID19 pandemic – Terri Peters
- B. Greater Zumbro 1W1P – Update & Discussion on Implementation Group Formation

XI. NEW BUSINESS

- A. Approve Amendment of FY2018 MN BWSR 2018/2019 SWCD Programs and Operations Grants – Wabasha SWCD Change Term of Grant Agreement P18-7145 to December 31, 2021 expiration date and Change Grantee's Duties (Reporting) to February 1, 2022– **Board Action**
- B. Resolution Packets for 2020 – Individual Ballots. Sue will transfer to common ballot. Need to be returned to MASWCD by November 12, 2020
– **Board Action**
- C. Approve Tom Miller Voucher Payment for Contract 18-Capacity-4 in the amount of \$450.00 (340 practice Cover Crops) Final Payment – **Board Action**
- D. Approve Mike Rahman Voucher Payment for Contract 19-DWP-CC-2 in the amount of \$900.00 (340 practice Cover Crops) 1st year – **Board Action**
- E. Approve Leo Kottschade Voucher Payment for Contract 18-Capacity-1 in the amount of \$900.00 (340 practice Cover Crops) Final Payment – **Board Action**
- F. National Association of Conservation Districts dues for 2021. Recommend at least Bronze Level (\$101-\$500) – **Board Action**
- G. One Watershed One Plan Mississippi River – Winona and Mississippi River-La Crescent Watersheds Memorandum of Agreement – **Board Action/Signature**
- H. MN PEIP Health Insurance renewal and County Benefits – Dental, Life and Long-Term Disability – **Board Action on Personnel Meeting Decisions**
- I. Board Policy, Operating Rules, Guidelines, and Bylaws - **Discussion**
 - 1. Data Policy Law
 - 2. Ethics and Conduct Policy
- J. Approve Voucher Payment for Stacy Miller Contract 20-Capacity-4 for 340-Cover Crops, 1st payment of \$900.00 – **Board Action**
- K. Approve Voucher Payment for John Dose Contract 19-Capacity-3 for 340-Cover Crops \$660.00 – **Board Action**
- L. Approve Voucher Payment for Scott Sexton Contract 19-DWP-CC-3 for 340-Cover Crops \$900.00 – **Board Action**

XII. Upcoming Events:

- A. BWSR Academy (Online mornings only) October 27 – 29, 2020

XIII. Board Reports

- A. WW – Lynn Zabel, (Alternate, Larry Theismann)
- B. Zumbro 1W1P- Larry Theismann, (Alternate, Terry Helbig)
- C. SE SWCD Technical Support JPB – Larry Theismann, (Alternate Chuck Fick)
- D. County Board Meeting – Terry Helbig, (Alternate, Lynn Zabel)

XIV. Adjourn –Board Action



Financial Report

SWCD Local Capacity Services 2019

Grant Title: 2019 - SWCD Local Capacity Services (Wabasha SWCD)

Grant ID: P19-2416

Organization: Wabasha SWCD

Grant Revenue	Amount
Total Awarded	\$100,000.00

Grant Expenditures

Grant Activity Category	Amount
Technical/Engineering Assistance	\$56,757.02
Agricultural Practices	\$6,510.00
Administration/Coordination	\$13,311.34
Supplies/Equipment	
Total Spent	\$76,578.36
Returned Amount	\$0.00
Balance Remaining	\$23,421.64
Percent Spent	77%

This is to certify that the information is a true and accurate representation of the grant program accounts for the 2019 - SWCD Local Capacity Services (Wabasha SWCD)- Wabasha SWCD. We believe our records are complete and subject to an audit.


SIGNATURE OF AUTHORIZED REPRESENTATIVE

10/8/2020
DATE

Please forward this completed form to your Board Conservationist.

If returning program funds, please use the Returned Check form.

Make checks payable and mail to:
Board of Water and Soil Resources
520 Lafayette Road N.
St. Paul, MN 55155

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 20-Capacity 4	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):
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*If contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name Stacy Miller	Address 20984 575th st	City/Town Plainview, MN	Zip code 55964
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*If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Conservation Practice Location

Township Name: Highland	Township No: 109	Range No.: 11	Section No. 25&26B	1/4, 1/4
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Contract Information

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

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

NRCS EFOTG 340 Cover Crop on 30 acres for 3 years installed by 11/1/20, 11/1/21, 11/1/22
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 , 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 10-1-20	Land Occupier <i>Harry A. Miller</i>
Date	Landowner, if different from applicant
	Address, if different from applicant information:

Conservation Practice

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

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

Technical Assessment and Cost Estimate

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

Date 10-1-2020	Technical Assistance Provider <i>[Signature]</i>
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Amount Authorized for Financial Assistance

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

Amount	Program Name	Fiscal Year
2700 -	2020 Capacity	2020

Date 10-1-20	Authorized Signature <i>[Signature]</i>	Total Amount Authorized \$2,700.00
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Signature auth approved by

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**Wabasha Soil and Water Conservation
District Regular Board Meeting
September 24, 2020
8:15 am
County Board Room
625 Jefferson Ave.**

- I. CALL MEETING TO ORDER – Meeting called to order at 8:15 am by Chair, Terry Helbig**
Supervisors Present: Terry Helbig, Chair, Lynn Zabel, Vice-Chair, Chuck Fick, Treasurer, Larry Theismann, Secretary, Nate Arendt, Member
Staff Present: Terri Peters, District Manager
Others Present: Sharlene Klennert, Citizen
Called In: Rich Hall, Commissioner, Phillis Brey, NRCS, Sheila Harmes, Winona County Water Planner/Whitewater Watershed Project Manager and Sue Cerwinske, Bookkeeper/Admin. Asst.

II. PLEDGE OF ALLEGIANCE

III. AGENDA –

A. Meeting statement – Terri Peters

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

Motioned by Zabel and seconded by Arendt to approve Agenda with the addition of Letter J in New Business

Affirmative: Helbig, Zabel, Fick, Theismann, Arendt

Opposed: None

Motion Carried.

IV. PUBLIC COMMENTS

Comments limited to 5 minutes per speaker

V. CONSENT AGENDA – Board Action

A. Financial Report SWCD Local Capacity Services 2018

Motioned by Zabel and seconded by Theismann to approve the Consent Agenda

Affirmative: Helbig, Zabel, Fick, Theismann, Arendt

Opposed: None

Motion Carried

VI. SECRETARY'S REPORT

A. August 27, 2020 Meeting Minutes-Board Action

Motioned by Zabel and seconded by Fick to approve the Secretary's Report

Affirmative: Helbig, Zabel, Fick, Theismann, Arendt

Opposed: None

Motion Carried

VII. TREASURER'S REPORT:

A. August Program Record--Board Action

Motioned by Zabel and seconded by Fick to approve the August Program Record

Affirmative: Helbig, Zabel, Fick, Theismann, Arendt

Opposed: None

Motion Carried

B. August District Financial Statements-Board Action

Motion by Arendt and seconded by Fick to approve the August District Financial Statements

Affirmative: Helbig, Zabel, Fick, Theismann, 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 \$ 45,117.18-Board Action

Motioned by Zabel and seconded by Theismann to approve Payment of the Monthly Bills in the amount of \$45,177.18.

Affirmative: Helbig, Zabel, Fick, Theismann, Arendt

Opposed: None

Motion Carried

IX. DISTRICT REPORTS

A. Chair Report – Terry Helbig

Update on Rolland and Tom

B. County Commissioner – Rich Hall

Annex conference room being remodeled to be Drivers exam room

County Board room will also be remodeled

Have CAREs Act Money to distribute

- C. District Manager Report – Terri Peters
*As Needed – Out with staff on projects. Helps to talk to landowner.
 West Indian Meeting. Plan done soon. Work plan next year. MPCA getting
 new monitoring equipment will have probe to measure nitrates
 Worked with BWSR to complete financial report reconciliation
 Mazeppa Creek project with Trout Unlimited and DNR. Grant for Conservation
 Partners Legacy. Some funding from NRCS and different sources
 Public Meeting for North Fork Zumbro at Mazeppa 9-29-20 Engineers will be
 there to present their design
 Gorman Creek Project – Landowner meeting with DNR. JPB and Matt will be
 working on survey and design.
 AIS Committee Meeting attended with Henry
 Buffer training for staff from BWSR on how to use tool and track it
 Forestry grant gone on for National consideration
 1W1P Meeting-Work group. Priority level maps*
- D. NRCS Report – Phillis Brey – **Report in Board Packet**
- E. Keely Hansen – District Technician – **Report in Board Packet**
- F. Matthew Kempinger – District Technician – **Report in Board Packet**
- G. Henry Stelten – Natural Resources Technician – **Report in Board Packet**
- H. Sue Cerwinske – Bookkeeper/Admin. Asst. – **Report given at Meeting**

X. OLD BUSINESS

- A. Update on office situation during COVID19 pandemic – Terri Peters
- B. Cancel Jack Stamschror Contract 20-Capacity-2 for Cover Crops in the amount of
 \$2,700.00 – **Board Action**
*Motioned by Zabel and seconded by Theismann to cancel Jack Stamschror Contract
 20-Capacity-2 for Cover Crops in the amount of \$2,700.00
 Affirmative: Helbig, Zabel, Fick, Theismann, Arendt
 Opposed: None
 Motion Carried*

XI. NEW BUSINESS

- A. Approve Voucher Payment for Gareth Hager for Contract 19-Capacity-2 in the
 amount of \$845.70 for Grade Stabilization (EQIP total \$7,580.00)– **Board
 Action**
*Motioned by Arendt and seconded by Theismann to approve Voucher Payment
 for Gareth Hager for Contract 19-Capacity-2 in the amount of \$845.70 for Grade
 Stabilization
 Affirmative: Helbig, Zabel, Fick, Theismann, Arendt
 Opposed: None
 Motion Carried*
- B. a. Tonneau Cover for 2019 Chevrolet Silverado Pickup – **Board Action**
 Quote 1 – Proline Automotive – Truxedo LoPro Installed \$440.00 + tax
 Quote 2 - Midwest Offroad – LoPro Truxedo Installed also \$440.00 + tax
 Both of these dealers are in La Crosse – only takes 15 minutes to install.
 Truexedo LoPro roll-up truck bed cover has lifetime warranty-
 (information in packet)
 Quote 3 - Truckin' America – Truxedo LoPro \$610.59 w/Installation & tax
 Quote 4 – Truckin' America - Access Lorado \$567.38 w/Installation & Tax

Motioned by Zabel and seconded by Arendt to approve the Proline Automotive quote for the Truxedo LoPro Tonneau Cover Installed for \$440.00 + tax for the 2019 Chevrolet Silverado Pickup

Affirmative: Helbig, Zabel, Fick, Theismann, Arendt

Opposed: None

Motion Carried

b. DECKED drawer organizer:

Drawer Dividers – Full Size Set of 4 for \$20.00 + tax (2 sets) – **Board Action**

See website: <https://decked.com/collections/accessories>

Motioned by Lynn and seconded by Theismann to have technicians measure equipment for appropriate size. And approve to spend up to \$40.00 on drawer dividers.

Affirmative: Helbig, Zabel, Fick, Theismann, Arendt

Opposed: None

Motion Carried

C. FY 2021 State of Minnesota BWSR CREP Outreach and Implementation Program Grant Agreement between BWSR and Wabasha SWCD.

Grant program: P21-1346 for \$13,652.00 – **Board Action/Signature**

Reimbursable. Henry will be working on this one. Retroactive to July 1st.

Motioned by Arendt and seconded by Zabel to approve and the signature for the FY 2021 State of Minnesota BWSR CREP Outreach and Implementation Program Grant Agreement between BWSR and Wabasha SWCD. Grant Program P21-1346 for \$13,652.00

Affirmative: Helbig, Zabel, Fick, Theismann, Arendt

Opposed: None

Motion Carried

D. Sub-Agreement from Southeast Technical Joint Powers Board for grant funds for the Lars Polson Project. Grant P17-4048 in the amount of \$97,631.35 is valid for the duration of the grant agreement ending May 15, 2021. (Funds coming from 2017 RCPP Lower Mississippi Feedlot Management) – **Board Action**

Motioned by Zabel and seconded by Fick to approve the sub-agreement from Southeast Technical Joint Powers Board for grant funds for the Lars Polson project. Grant P17-4048 in the amount of \$97,631.35 is valid for duration of the grant agreement ending May 15, 2021.

Affirmative: Helbig, Zabel, Fick, Theismann, Arendt

Opposed: None

Motion Carried

- E. Approve Lars Polson Contract LMFR-17RCPP-5WAB in the amount of \$95,318.85 for Waste Treatment, Waste Storage, Roofs and Covers, Vegetated Treatment Area, Roof Runoff Structure, Diversion, Heavy Use Protection, all USDA -NRCS (FOTG) practice standards – **Board Action**
Motioned by Zabel and seconded by Fick to approve the Lars Polson Contract LMFR-17RCPP-5WAB in the amount of \$95,318.85 for Waste Treatment, Waste Storage, Roofs and Covers, Vegetated Treatment Area, Roof Runoff Structure, Diversion, Heavy Use Protection, all USDA-NRCS (FOTG) practice standards
Affirmative: Helbig, Zabel, Fick, Theismann, Arendt
Opposed: None
Motion Carried
- F. FY 2021 State of Minnesota Board of Water and Soil Services Clean Water Fund SWCD Grant Agreements: **Board Action/Signature**
- a. Grant P21-2761 -2021 SWCD Local Capacity Services (Wabasha SWCD) for \$111,348.00
Motioned by Zabel and seconded by Theismann to approve and sign of the FY 2021 State of Minnesota Board of Water and Soil Services Clean Water Fund SWCD Grand Agreement P21-2761 for 2021 SWCD Local Capacity Services (Wabasha SWCD) for \$111,348.00
Affirmative: Helbig, Zabel, Fick, Theismann, Arendt
Opposed: None
Motion Carried
- b. Grant P21-2851 – 2021 Buffer Law (Wabasha SWCD) for \$17,200.00
Motioned by Theismann and seconded by Zabel to approve and sign of the FY 2021 State of Minnesota Board of Water and Soil Services Clean Water Fund SWCD Grant Agreement P21-2851 for 2021 Buffer Law (Wabasha SWCD) for \$17,200.00
Affirmative: Helbig, Zabel, Fick, Theismann, Arendt
Opposed: None
Motion Carried
- G. Approve Deborah Allan Contract 20-CWMA-6 in the amount of \$182.49 for 314 Brush Management – **Board Action**
Motioned by Arendt and seconded by Fick to approve Deborah Allan Contract 20-CWMA-6 in the amount of \$182.49 for 314 Brush Management
Affirmative: Helbig, Zabel, Fick, Theismann, Arendt
Opposed: None
Motion Carried
- H. HR Committee Meeting -Discuss date for meeting – **Board Discussion**
2021 Medical Insurance Enrollment – Go over plan changes before next Board meeting on October 22nd.
Terri to email dates/times to schedule for meeting later

- I. Approve Fred Keller Payment Voucher for Contract 20-Capacity-3 in the amount of \$12,646.15 for 412 Grassed Waterway – **Board Action**
Motioned by Arendt and seconded by Fick to approve Fred Keller Payment Voucher for Contract 20-Capacity-3 in the amount of \$12,646.15 for 412 Grassed Waterway
Affirmative: Helbig, Zabel, Fick, Theismann, Arendt
Opposed: None
Motion Carried
- J. Setup Personnel Committee Meeting **Date/Time– Board Action**
Discussion on Staff timesheets. Theismann liked one staff report showing which landowners they have contacted. Federal project landowners cannot be listed. Arendt suggested that the board has a manager to handle day to day operations and questions raised were personnel related and should be discussed during a personnel committee meeting, with the District Manager prior, and/ or at a pre-planned closed session with proper employee notification. All personnel issues to come before board must be planned in advance.

XII. Upcoming Events:

- A. BWSR Academy (Online mornings only) October 27 – 29, 2020
Possibly use Criminal Justice Center Meeting Room
- B. **Application to County for COVID-19 Expenses from CARES funds.**
Would like to get a TV/Cart/Video Speaker so all employees can watch meetings and train together
- C. **Public Meeting for North Fork Zumbro at Mazeppa Channel Restoration at the Mazeppa City Hall Community Center. WSB Engineers showing their plan and design. 9-29-2020 at 7:00 pm**

XIII. Board Reports

- A. WW – Lynn Zabel, (Alternate, Larry Theismann) – **No Report**
- B. Zumbro 1W1P- Larry Theismann, (Alternate, Terry Helbig)
Discussed Joint Powers Entity or Joint Powers Collaboration
- C. SE SWCD Technical Support JPB – Larry Theismann, (Alternate Chuck Fick)
Discussed Funding, Technical Assistance
- D. County Board Meeting – Terry Helbig, (Alternate, Lynn Zabel) – **No Report**

XIV. Adjourn –Board Action

Motioned by Arendt and seconded by Fick to adjourn at 9:45 am
Affirmative: Helbig, Zabel, Fick, Theismann, Arendt
Opposed: None
Motion Carried

Respectfully Submitted

Larry Theismann, Secretary

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

	Sep 30, 20
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	15,181.38
Money Market WNB Financial	7,388.44
Peoples State Bank Money Market	385,900.34
Petty Cash	159.16
WNB Financial	17,393.00
Total Checking/Savings	426,022.32
Total Current Assets	426,022.32
TOTAL ASSETS	<u>426,022.32</u>
LIABILITIES & EQUITY	0.00

Wabasha Soil and Water Conservation District

Balance Sheet

As of September 30, 2020

Sep 30, 20

ASSETS

Current Assets

Checking/Savings

Money Market- Bank of Alma	15,181.38
Money Market WNB Financial	7,388.44
Peoples State Bank Money Market	385,900.34
Petty Cash	159.16
WNB Financial	17,393.00

Total Checking/Savings 426,022.32

Accounts Receivable

11000 · Accounts Receivable 7,922.33

Total Accounts Receivable 7,922.33

Total Current Assets 433,944.65

Fixed Assets

15000 · Furniture and Equipment

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

Total 15000 · Furniture and Equipment 113,389.91

17000 · Accumulated Depreciation -85,522.98

Total Fixed Assets 27,866.93

Other Assets

Prepaid Items

Prepaid Ins - Vision & Health	43.50
Prepaid Rent	920.43

Total Prepaid Items 963.93

Total Other Assets 963.93

TOTAL ASSETS 462,775.51

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

20000 · Accounts Payable -49.11

Total Accounts Payable -49.11

Other Current Liabilities

Allowance for Unemployment Reim 1,581.86

Deferred Revenue

AIS	79,491.47
FY18 Capacity	20,425.00
FY18 CWMA	677.86
FY19 Buffer Initiative	10,557.83
FY19 Capacity	22,520.62
FY19 Cost Share	2,073.23
FY20 Buffer Initiative	19,721.42
FY20 Capacity	73,606.97
FY20 CWMA	12,243.75
FY20 Easement Delivery	1,450.00
FY20 NACD TA Grant	32,000.00
FY20 State Cost share	6,524.26
FY20 WCA	8,983.95
FY20 Well Seal Grant	20,478.21
FY21 Conservation Delivery	19,619.00
FY21 State Cost Share	15,401.00
Izaak Walton League	584.98

Total Deferred Revenue 346,359.55

24000 · Payroll Liabilities 1,194.71

Balance SheetAs of September 30, 2020

	Sep 30, 20
25500 · Sales Tax Payable	514.17
Total Other Current Liabilities	349,650.29
Total Current Liabilities	349,601.18
Total Liabilities	349,601.18
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	148,561.80
Net Income	-143,750.69
Total Equity	113,174.33
TOTAL LIABILITIES & EQUITY	<u>462,775.51</u>

Wabasha Soil and Water Conservation District

Profit & Loss

September 2020

	Sep 20
Ordinary Income/Expense	
Income	
Intergovernmental Revenues	
County	10.00
Total Intergovernmental Revenues	10.00
Total Income	10.00
Gross Profit	10.00
Expense	
District Operations	
Other Services and Charges	
Building Rent	920.43
Employee Education and Training	0.00
Internet Expense	70.95
Postage	110.00
Professional Expenses	
Audit Fees	2,800.00
Total Professional Expenses	2,800.00
Vehicle Expenses	
Chevrolet Silverado Vehicle Exp	103.96
Hyundia Tucson Vehicle Expense	54.97
Total Vehicle Expenses	158.93
Total Other Services and Charges	4,060.31
Personnel Services	
Employee Salary Permanent	19,405.10
Employer HSA contributions	3,000.00
Employer Life and Health	
66000 - Payroll Expenses	6,450.02
Employer Life and Health - Other	16.50
Total Employer Life and Health	6,466.52
Employer Share FICA	1,232.19
Employer Share Medicare	288.18
Employer Share PERA	1,489.32
Total Personnel Services	31,881.31
Supplies	
Field Supplies	197.83
Office Supplies	355.09
Total Supplies	552.92
Total District Operations	36,494.54
Project Expenditures	
State	
FY19 Buffer	1,581.25
FY19 Capacity	845.70
FY20 Capacity	12,717.22
FY20 MPCA SWAG MWL	23.52
MAWQCP Administration	7,913.33
North Fork Zumbro-Mazeppa	8,000.55
Total State	31,081.57
Total Project Expenditures	31,081.57
Total Expense	67,576.11
Net Ordinary Income	-67,566.11
Other Income/Expense	
Other Income	
Interest Income	

Wabasha Soil and Water Conservation District
Profit & Loss
September 2020

	Sep 20
Interest Earnings MM's	208.83
Total Interest Income	208.83
Total Other Income	208.83
Net Other Income	208.83
Net Income	<u>-67,357.28</u>

Monthly Report- October

Keely Hansen

Training

- ▽ Tech Talk on MAWQCP
- ▽ HSPF SAM Training
- ▽ RUSLE informal training with A.W.
- ▽ Security Training on AgLearn
- ▽ Scheduled fingerprinting
- ▽ Began e-QIP background check
- ▽ Individual training and research on cover crop science/ story map
- ▽ Soil sample training w/ Bill NRCS
- ▽ Site survey and resource concern training w/ Bill NRCS
- ▽ Total station survey equipment training w/ Bill NRCS

Projects

- ▽ E.H. forestry project, pictures, video
- ▽ C. of B. meeting with P. F. for project design and cost estimate
- ▽ S.M. well sealing still pending and may need contract extension
- ▽ C.A. rock crossing project w/ Bill NRCS
- ▽ Gather possible EQIP funded projects for NRCS deadline
- ▽ R.S. meeting with C. N. construction will begin by end of month, equipment down
- ▽ Buffer satellite imagery checks
 - 2,258 total parcels in Wabasha county
 - 1/3 or 753 to be checks by 2020
 - 772 total checked, townships (Chester, Gilford, Mazeppa, Zumbro, Hyde Park, Elgin, Plainview)
- ▽ Buffer field checks on parcels identified as areas of concern with imagery
 - 9 total parcels identified as areas of concern
 - 4 non-compliant
 - 3 compliant upon field check
 - 2 checking on 10/21/2020
- ▽ Buffer non-compliance letters drafted and will be mailed after 10/21/2020
- ▽ Meeting with H.D. for County procedures on buffer non-compliance enforcement
- ▽ Cover crops
 - 14 existing contracts
 - 1 new contract
 - 7 new inquires for next year

Other

- ▽ Old files organization including moving filing cabinets, organizing maps and imagery, office cleaning
- ▽ Build office furniture/set up technology (orders from COVID-19 funding)
- ▽ Tree Sale Flyer

Monthly Report – October

Matt Kempinger

Training

- Trained on HSPF-SAM watershed prioritization modeling software
- Trained in RUSLE2 soil loss program
- Information and Security training
- BWSR Tech Talks
- MinnFARM workbook training
- Trained on and practiced using surveying equipment

Projects

- Stream restoration, surveyed site for usable materials
- Stream restoration, developed initial profiles for channel design
- Assisted NRCS in surveying 3 (410) grade stabilization structure locations
- Assisted NRCS in surveying 1 (319) small feedlot fix
- Assisted NRCS in surveying 1 large feedlot fix
- 1 WCA notice of application
- 1 WCA restoration order deadline extension
- Assisted a potential land buyer in understanding WCA considerations
- Field checked 9 parcels for buffer compliance, discussed improvements with landowners
- Flagged lines at 2 sites out of buffer compliance
- Calculated pollution reductions for several scenarios of feedlot fixes.
- Assisted landowners on initial request for assistance for resource concerns relating to MPCA feedlot compliance.

Others

- Set up Covid safety related equipment for our office

Work Summary – October 2020

Henry Stelten

- Continued work on cover crops – seeding plans, verification, and contract completion
- Site-visits with landowners on potential projects, EQIP and MAWQCP signups
- RIM and CRP paperwork submittal, and follow-up
- 314 (Brush Management) Implementation plan and contract follow-up(s)
- Preparation for 2021 tree sale
- North Fork at Mazeppa Stream Bank Restoration meeting(s)
- AgLearn Conservation Planning module(s)
- Hammond Creek Noxious Weed Grant application, survey, and sampling
- RUSLE Training
- e-QIP application
- ISA & ROB training
- Tech Talks & SFA webinar
- Field visits with NRCS and area technical staff & light surveying
- Re-organization and cleaning for old files

**FY 2018 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
2018/2019 SWCD Programs and Operations Grants - Wabasha SWCD
GRANT AMENDMENT**

Grant Agreement Start Date:	1/3/2018
Original Grant Agreement Expiration Date:	12/31/2020
Original Agreement Amount:	\$190,040.00

This amendment is by and between the State of Minnesota, through its Board of Water and Soil Resources ("Board") and Wabasha SWCD, 611 Broadway Avenue, Suite 10, Wabasha, MN 55981 ("Grantee").

Recitals

1. The Board has a Grant Agreement with the Grantee identified as the 2018/2019 SWCD Programs and Operations Grants - Wabasha SWCD, PO # 3000008415, for the following grants:

Grant ID	Grant Title	Previous Expiration Date	Amended Expiration Date	Previous Award Amount	Amended Award Amount
P18-3662	2018 - Buffer Law (Wabasha SWCD)	12/31/2020		\$20,000.00	
P19-2247	2019 - State Cost-Share Fund (Wabasha SWCD)	12/31/2020		\$15,401.00	
P18-2837	2018 - State Cost-Share Fund (Wabasha SWCD)	12/31/2020		\$15,401.00	
P19-8145	2019 - Conservation Delivery (Wabasha SWCD)	12/31/2020		\$19,619.00	
P18-7145	2018 - SWCD Local Capacity Services (Wabasha SWCD)	12/31/2020	12/31/2021	\$100,000.00	
P18-1794	2018 - Conservation Delivery (Wabasha SWCD)	12/31/2020		\$19,619.00	

2. The Wabasha SWCD requests an extension for 2018 - SWCD Local Capacity Services (Wabasha SWCD) to **12/31/2021** for the purpose of allowing additional time to complete one remaining encumbered project due to permit and weather delays.
3. Grant reporting must be completed by **2/1/2022** or within 30 days of work completion, whichever comes first.
4. The Board and Soil and Water Conservation District are willing to amend the Original Contract as stated below.

Contract Amendment

REVISION 1. 1. Term of Grant Agreement

1.2 EXPIRATION DATE: is amended as follows:

~~December 31, 2020~~ **December 31, 2021**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

REVISION 2. 2. Grantee's Duties

2.2.3 REPORTING: is amended as follows:

Final Progress Report: The Grantee will submit a final progress report to the Board by ~~February 1, 2021~~ **February 1, 2022**, or within 30 days of expenditure of all grant funds, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

Except as amended herein, the terms and conditions of the Original Grant Agreement remain in full force and effect.

APPROVED:

Wabasha SWCD

By: _____

Title: _____

Date: _____

Board of Water and Soil Resources

By: _____

Title: _____

Date: _____

FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: **Tom Miller**
Address: **60503 Hwy 42**
City, State, Zip: **Kellogg, MN**
Contract No.: **18-Capacity-4**

55945

Total Amount Authorized:
(from contract)


\$1,350.00

Practice	Quantity	Unit	Unit Rate	Total
340- Payment on 15 acres 2 species cover crops	15	acres	\$30.00	\$450.00

PAYMENT REQUEST:

\$450.00

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


Payee Signature

10-1-20
Date

PAYMENT AND CERTIFICATION INFORMATION

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

Final

\$450.00

\$1,350.00

\$900.00

\$450.00

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

\$450.00

Technical Certification

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


Technical Assistance Provider

9-30-2020
Date

Administrative Certification

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


Administrative Sign-off

10-21-2020
Date

FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: Mika Rahmon
 Address: 26776 620St
 City, State, Zip: Thelma, MN 55945
 Contract No.: 19-DWP-CC-2 Total Amount Authorized: \$2,700.00
 (from contract)

Practice	Quantity	Unit	Unit Rate	Total
340- payment on 30 acres 2 species of cover crops	30	acres	\$30.00	\$900.00

PAYMENT REQUEST: \$900.00

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


 Payee Signature

9-23-2020
 Date

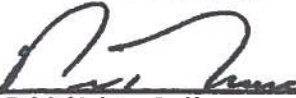
PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final): Partial
 B. Payment amount requested: \$900.00
 C. Total Amount Authorized: \$2,700.00
 D. Total previous partial payments:
 E. Amount available (C - D) \$2,700.00

Amount Approved for This Voucher: \$900.00
 (cannot exceed Total Amount Authorized)

Technical Certification


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


 Technical Assistant Provider

9-17-2020
 Date

Administrative Certification

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


 Administrative Sign-off

9-21-2020
 Date

FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: **Leo Kottschade**
Address: **22321 57th St**
City, State, Zip: **Plainview, MN 55964**
Contract No.: **18-Capacity-1**

Total Amount Authorized: **\$2,700.00**
(from contract)

Practice	Quantity	Unit	Unit Rate	Total
340 - cover crop payment for planting 2 species	30	acres	\$30.00	\$900.00

PAYMENT REQUEST:

\$900.00

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

Leo Kottschade

Payee Signature

10-1-2020

Date

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final):	Final
B. Payment amount requested:	\$900.00
C. Total Amount Authorized:	\$2,700.00
D. Total previous partial payments:	\$1,800.00
E. Amount available (C - D)	\$900.00

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

\$900.00

Technical Certification

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

[Signature]

Technical Assistance Provider

9-30-2020

Date

Administrative Certification

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

Leri Petersen

Administrative Sign-off

10-21-2020

Date



National Association of Conservation Districts

CONSERVATION INVESTMENT

Customer #: 39053

Investment Date: October 1, 2020

Wabasha SWCD
611 Broadway Avenue, Suite 10
Wabasha, MN 55981-1988

Phone: 651 - 565-4673

Email: terri.peters@mn.nacdnet.net

URL:

Facebook: <https://www.facebook.com/Wabasha-SWCD-534308246654643>

Twitter:

Other:

Review your information!

Submit updates online or with your renewal

PLEASE RENEW YOUR MEMBERSHIP NOW!

This is the third invoice for NACD's 2021 fiscal year which runs October 1, 2020 to September 30, 2021. We hope you continue to show your support for your National Association with a full membership contribution of \$775. Complete the application form and send with payment to NACD headquarters.

Ian Cunningham
NACD Secretary/Treasurer

Conservation Investment FY21 (check one)

☐ **Platinum**
(\$3,001 +)

☐ **Diamond**
(\$1,776 - \$3,000)

☐ **Gold**
(\$775 - \$1,775)

☐ **Silver**
(\$501 - \$774)

☐ **Bronze**
(\$101 - \$500)

☐ **Contributor**
(\$1 - \$100)

Payment

☐ Final Payment
☐ Installment ____ of ____

☐ Check # _____

☐ Visa ☐ MasterCard ☐ Discover

Amount Paid: _____

Card No. _____

CVV _____

Name on Card _____ Signature _____

Mail check and form to:

NACD | 509 Capitol Court NE | Washington, DC 20002
Fax: 202-547-6450 | Email: membership@nacdn.net



Identify current employees and/or board members with Y and N for individuals no longer associated with your district or association. Please use the additional space to submit updates and changes to your employees and supervisors.

/



National Association of Conservation Districts

Dear District Officials,

Enclosed is your first invoice for the National Association of Conservation Districts' (NACD) fiscal year 2021, which runs October 1, 2020 – September 30, 2021. Please **consider a full membership payment of \$775 or more** to show support for your national association. As a member organization, NACD derives a substantial portion of its income from membership dues. As we continue to face challenging times navigating the COVID-19 pandemic, **your support is essential** to ensure NACD can continue to represent conservation districts' priorities in federal policy making, work to secure funding for conservation programs and districts, and provide tools and guides to help conservation districts accomplish their missions. Below are a few highlights of the work NACD accomplishes thanks to your support:

ADVOCACY – NACD is **your voice for conservation**. By testifying before Congress, submitting letters and comments on proposed rules and legislation, and regularly meeting with lawmakers and their staff, NACD is advancing beneficial policies for voluntary conservation. During this ongoing crisis, NACD has continued to ensure that conservation districts can deliver conservation on the ground across the country by shifting activities in response to the COVID-19 pandemic. For more information and tools to help you advocate for issues important to your conservation district, please visit NACD's Grassroots Advocacy webpage.

FUNDING – *Technical Assistance Grants* – This past spring, NACD announced we are putting **\$15 million in the hands of conservation districts** to support positions around the country, including territories and tribes, to enhance conservation technical assistance. NACD's Technical Assistance Grants are made possible through a partnership with the Natural Resources Conservation Service (NRCS).

Urban Agriculture Conservation Grant Initiative – In February, NACD announced **\$1 million in urban agriculture conservation grant funding for 21 conservation districts across 13 states**. NACD and NRCS first partnered on the Urban Agriculture Conservation Grant Initiative in 2016 and since then have awarded more than \$5 million in funding through 102 grants across 34 states.

Friends of NACD District Grants – In case you missed it: NACD awarded \$10,000 to four conservation districts during the 2020 Annual Meeting in Las Vegas. Through the support of individual donations by conservation district staff, officials and partners, **NACD will award \$10,000 in 2021!** Applications for 2021 district grants will be announced later this fall; be sure to check out last year's applicants and consider donating by visiting NACD's website.

TRAINING & RESOURCES –

Stewardship and Education materials – NACD will celebrate the 66th Annual Stewardship Week from April 25 – May 2, 2021, with the theme **"Healthy Forests = Healthy Communities"**. NACD provides themed materials to teach and promote tree and forest conservation at home and in the classroom. These materials can be downloaded for free on NACD's Marketplace and Conservation Education Hub. While you're there, be sure to check out the **Pollinator Conservation Field Day Guide**.

Reminder: districts that pay Gold, Diamond or Platinum level membership dues receive a discount in the NACD Marketplace!

Webinars – Every third Thursday each month, NACD features conservation districts' and their partners' urban and suburban conservation work through interactive webinars. These webinars are FREE thanks to support from The Scotts Miracle-Gro Foundation.

You can find past recordings from the Urban and Community Conservation Webinars series, as well as additional topics such as soil health and forestry, on NACD's website.

Be sure to sign up for NACD's electronic publications, download the free NACD mobile app, and follow us on Facebook and Twitter to stay up to date. We invite you to reach out to NACD Board Members, officers, Executive Board Members and staff members to learn more about what your national association does for members across the country.

Thank you for your support of locally-led conservation and your national association.

Sincerely,



Ian Cunningham
NACD Secretary-Treasurer

P.S. **SAVE THE DATE** for **NACD's 75th Annual Meeting**, February 6-10 in New Orleans, Louisiana. We are currently on track to host this meeting in person but are continuing to monitor local, state and federal guidelines related to COVID-19. Our top priority is to provide a safe and healthy environment for all participants. Stay tuned to NACD's weekly eResource for updates about the 2021 Annual Meeting.

Dues Structure & Benefits

Platinum	\$3,001+
<ul style="list-style-type: none">• 2nd registration free to NACD Annual Meeting• 2 invitations to NACD President's Reception at Annual Meeting• 20% off a single purchase of \$100 or more from the NACD Marketplace (excluding sale/clearance items)	
Diamond	\$1,776 - \$3,000
<ul style="list-style-type: none">• 2nd registration half-price to NACD Annual Meeting• 1 invitation to NACD President's Reception at NACD Annual Meeting• 15% off a single purchase of \$100 or more from NACD Marketplace (excluding sale/clearance items)	
Gold	\$775 - \$1,775
<ul style="list-style-type: none">• 10% off a single purchase of \$100 or more from the NACD Marketplace (excluding sale/clearance items)	

ONE WATERSHED ONE PLAN
MISSISSIPPI RIVER-WINONA AND MISSISSIPPI RIVER-LA CRESCENT WATERSHEDS
MEMORANDUM OF AGREEMENT

This agreement (Agreement) is made and entered into by and between:

The Counties of Houston, Olmsted, Wabasha, and Winona (Counties), by and through their respective County Board of Commissioners, and
The Olmsted, Root River, Wabasha, and Winona Soil and Water Conservation Districts (SWCDs), by and through their respective Soil and Water Conservation District Board of Supervisors, and
The Stockton-Rollingstone-Minnesota City Watershed District (SRMCWD), by and through its respective Board of Managers.
Collectively referred to as "Parties".

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to provide technical assistance to landowners and carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the Watershed District (SRMCWD) of this Agreement is a political subdivision of the State of Minnesota, with statutory authority to carry out conservation of the natural resources of the state by land use controls, flood control, and other conservation projects for the protection of the public health and welfare and the provident use of the natural resources, pursuant to Minnesota Statutes Chapters 103B, 103D and as otherwise provided by law; and

WHEREAS, the Parties to this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Mississippi River-Winona and Mississippi River-La Crescent Watersheds to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D and with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities.

WHEREAS, the Parties have formed this agreement for the specific goal of developing a plan pursuant to

Minnesota Statutes § 103B.801, Comprehensive Watershed Management Planning, also known as *One Watershed, One Plan* for the Mississippi River-Winona and Mississippi River-La Crescent Watersheds.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Purpose:** The Parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Mississippi River-Winona and Mississippi River-La Crescent Watersheds (*See Attachment A with a map of the planning area*). The purpose of this Agreement is to collectively develop and adopt, as local government units, a coordinated watershed management plan for implementation per the provisions of the Plan. Parties signing this agreement will be collectively referred to as the “Winona-La Crescent Watershed 1W1P” and are partnering together in the form of a joint powers agreement under Minn. Stat. Section 471.59.
2. **Term:** This agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) Operating Procedures for One Watershed, One Plan; and will remain in effect until adoption of the Plan by all Parties, unless canceled according to the provisions of this Agreement or earlier terminated by law.
3. **Adding Additional Parties:** A qualifying party within the Mississippi River-Winona and Mississippi River-La Crescent Watersheds desiring to become a member of this Agreement shall indicate its intent by adoption of a board resolution prior to **December 31, 2021**. The qualifying party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee.
4. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. Notice must be made at least 30 days in advance of leaving the Agreement.
5. **General Provisions:**
 - a. **Compliance with Laws/Standards:** The Parties agree to abide by all Federal, State or local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Agreement is responsible.
 - b. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents, pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity”. It is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of the other party.

- c. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity's records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes §138.17. The Parties further agree that records prepared or maintained in furtherance of the Agreement shall be subject to the Minnesota Government Data Practices Act. At the time this agreement expires, all records will be turned over to the Day-to-Day Contact for continued retention. (See 7.e and 8.f.)
- d. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- e. **Termination:** The Parties anticipate that this Agreement will remain in full force and effect through the term of the grant agreement with BWSR and until canceled by all Parties, unless otherwise terminated in accordance with law or other provisions of this Agreement. The Parties acknowledge their respective and applicable obligations, if any, under Minn. Stat. Section 471.59, Subd. 5 after the purpose of the Agreement has been completed.
- f. **Extension:** The Parties may extend the termination date of this Agreement upon agreement by all Parties.
- g. **Amendment:** The Parties may modify this Agreement upon approval by the majority. Any amendment to this Agreement shall be in writing, adopted by each party in the same manner as the original Agreement.

6. Administration:

- a. **Establishment of Committees for Development of the Plan.** The Parties agree to designate one representative, who must be an elected or appointed member of the governing board, to a Policy Committee for development of the watershed-based plan and may appoint one or more technical representatives to an Advisory Committee for development of the Plan in consideration of the BSWR Operating Procedures for One Watershed, One Plan.
 - i. The Policy Committee will meet monthly, or as needed to decide on the content of the Plan, serve as a liaison to their respective boards, and act on behalf of their Board. Each representative shall have one vote.
 - ii. Each governing board may choose one alternate to serve on the Policy Committee, as needed in the absence of the designated member.
 - iii. The Policy Committee will establish bylaws by March 31, 2021 to describe the functions and operations of the committee(s).
 - iv. The Advisory Committee will be established to provide technical support on the development of the plan, plan content, and plan implementation to the Policy Committee,

including identification of priorities. The Advisory Committee will consist of the local Planning Workgroup, stakeholders, the state's main water agencies, and/or plan review agencies. The Advisory Committee will meet quarterly, or as needed. Members of the Advisory Committee may not be a current board member of any of the Parties.

- v. A Planning Workgroup as recommended under rule will be established consisting of local staff, local water planners, local watershed staff, and local SWCD staff for the purposes of logistical and day-to-day decision-making in the planning process. The Planning Workgroup will meet monthly, or as needed.
 - b. **Submittal of the Plan.** The Policy Committee will recommend the draft plan to the Parties of this Agreement. The Policy Committee will be responsible for initiating a formal review process for the watershed-based plan conforming to Minnesota Statutes **Chapters** 103B and 103D including public hearings. Upon completion of local review and comment, and approval of the plan for submittal to BWSR by each party, the Policy Committee will submit the watershed-based plan jointly to the Board of Water and Soil Resources for review and approval.
 - c. **Adoption of the Plan.** The Parties agree to adopt and begin implementation of the Plan within 120 days of receiving notice of state approval, and provide notice of Plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.
7. **Fiscal Agent:** Root River Soil and Water Conservation District will act as the fiscal agent for the purposes of this Agreement and agrees to:
- a. Accept all fiscal responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan and sign the grant agreement on behalf of the Parties listed within.
 - b. Perform financial transactions as part of grant agreement and contract implementation.
 - c. Annually provide a full and complete audit report.
 - d. Provide the Policy Committee and its members with the records necessary to describe the financial condition of the BWSR grant agreement.
 - e. Retain fiscal records consistent with the agent's records retention schedule until termination of the agreement (at that time, records will be turned over to the grant Day-to-Day contact.)
8. **Grant Administration:** Winona County will act as the **Day-to-Day Contact** for the purposes of this Agreement and agrees to provide the following services:
- a. Accept all day-to-day responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan, including being the primary BWSR contact for the **One Watershed, One Plan** Grant Agreement and being responsible for BWSR reporting requirements associated with the grant agreement.

- b. Provide the Policy Committee with the records necessary to describe the planning condition of the BWSR grant agreement.
- c. Coordination of Policy and public meetings as required by Minnesota Statutes Chapters 103B and 103D as part of the formal review process for the watershed-based plan, including establishing date, location, time, technology needs, presenters, and any necessary accommodations, such as refreshments.
- d. Establish and manage contracted service for data compilation, GIS mapping, data analysis, meeting facilitation, and plan writing.
- e. Ensure that minutes of all Policy Committee meetings are recorded and made available in a timely manner to the Policy Committee, and maintain a file of all approved minutes including corrections and changes.
- f. Retain records consistent with Day-to-Day Contact's records retention schedule.

9. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

Houston County
Jeffrey L. Babinski, or his successor
County Administrator
304 South Marshall Street
Caledonia, MN 55921
Telephone: (507)725-5800

Root River SWCD
David Walter, or his successor
District Administrator
805 North Hwy 44/76, Suite 1
Caledonia, MN 55921
Telephone: (507)724-5261

Olmsted County
Heidi Welsch, or her successor
County Administrator
151 4th Street SE
Rochester, MN 55904
Telephone: (507)328-6001

Olmsted SWCD
Skip Langer, or his successor
District Administrator
2122 Campus Drive SE
Rochester, MN 55904
Telephone: (507)328-7070

Wabasha County
Brian Buhmann, or his successor
County Administrator
625 Jefferson Avenue
Wabasha, MN 55981
Telephone: (651)565-3051

Wabasha County SWCD
Terri Peters, or her successor
District Administrator
611 Broadway Ave, Suite 10
Wabasha, MN 55981
Telephone: (651)565-4673

Winona County
Ken Fritz, or his or successor
County Administrator
202 West Third Street
Winona, MN 55987
Telephone: (507)457-6355

Winona County SWCD
Daryl Buck, or his successor
District Administrator
400 Wilson St N, PO Box 39
Lewiston, MN 55952
Telephone: (507)523-2171, Ext. 112

Stockton-Rollingstone-Minnesota City Watershed District

Carlus Dingfelder, Sr., or his successor

Watershed District Chair

16557 County Road 25

Rollingstone, MN 55969

Telephone: (507)689-42535

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTY: HOUSTON COUNTY

APPROVED:

BY: _____
County Board Chair Date

ATTEST: _____
County Administrator/Deputy Clerk of the County Board

APPROVED AS TO FORM

BY: _____
County Attorney Date

PARTY: ROOT RIVER SOIL AND WATER CONSERVATION DISTRICT

APPROVED:

BY: _____
Root River SWCD Board Chair Date

ATTEST: _____
Root River SWCD Manager

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTY: OLMSTED COUNTY

APPROVED:

BY: _____
County Board Chair Date

ATTEST: _____
County Administrator/Deputy Clerk of the County Board

APPROVED AS TO FORM

BY: _____
County Attorney Date

PARTY: OLMSTED SOIL AND WATER CONSERVATION DISTRICT

APPROVED:

BY: _____
Olmsted SWCD Board Chair Date

ATTEST: _____
Olmsted SWCD Manager

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTY: WABASHA COUNTY

APPROVED:

BY: _____
County Board Chair Date

ATTEST: _____
County Administrator/Deputy Clerk of the County Board

APPROVED AS TO FORM

BY: _____
County Attorney Date

PARTY: WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT

APPROVED:

BY: _____
Wabasha County SWCD Board Chair Date

ATTEST: _____
Wabasha County SWCD Manager

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTY: WINONA COUNTY

APPROVED:

BY: _____
County Board Chair Date

ATTEST: _____
County Administrator/Deputy Clerk of the County Board

APPROVED AS TO FORM

BY: _____
County Attorney Date

PARTY: WINONA COUNTY SOIL AND WATER CONSERVATION DISTRICT

APPROVED:

BY: _____
Winona County SWCD Board Chair Date

ATTEST: _____
Winona County SWCD Manager

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

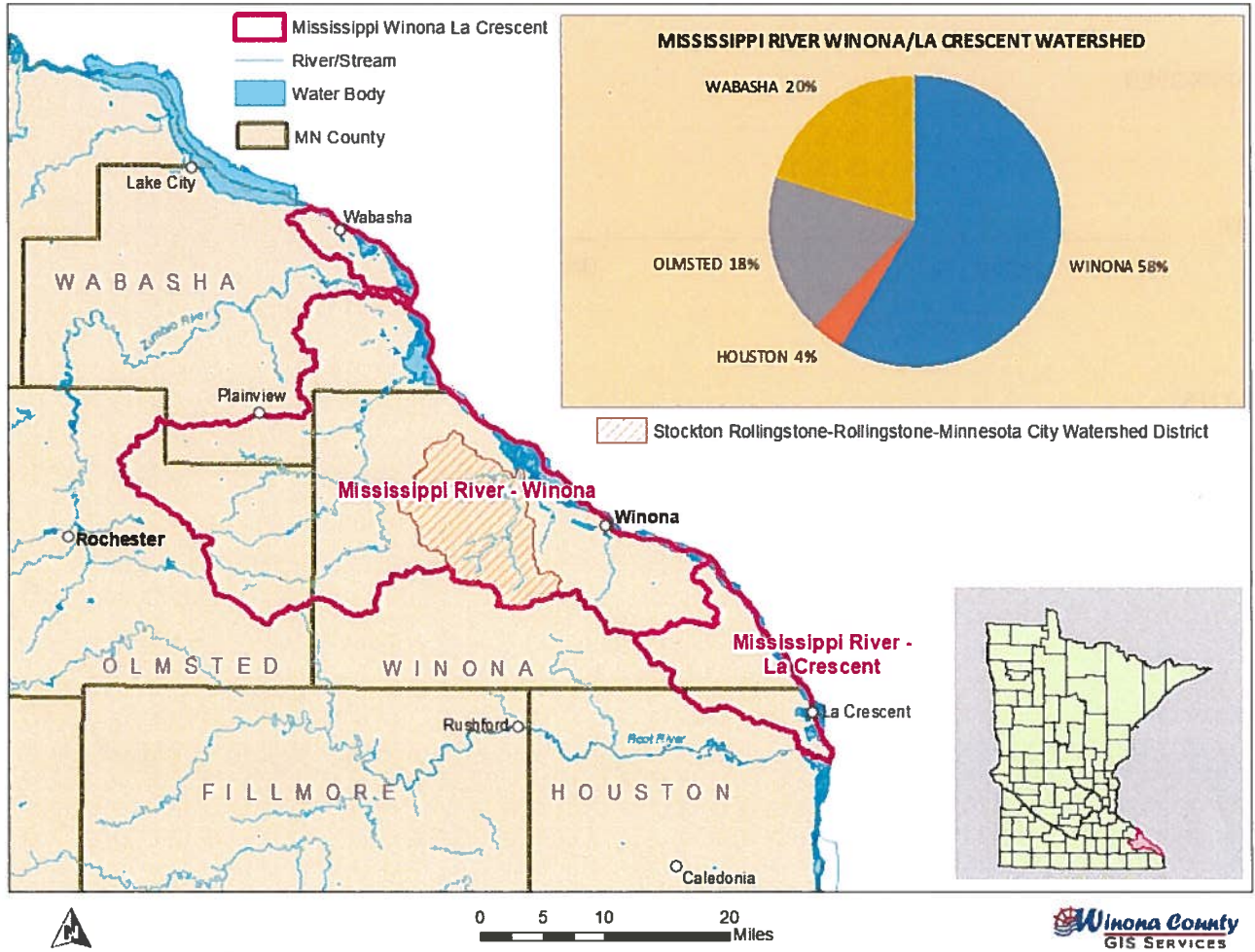
PARTY: STOCKTON-ROLLINGSTONE-MINNESOTA CITY WATERSHED DISTRICT

APPROVED:

BY: _____
SRMCWD Board Chair Date

ATTEST: _____
SRMCWD Secretary

Attachment A



2019
Board Policy, Operating Rules, Guidelines, and Bylaws



Wabasha Soil and Water Conservation District
Board of Supervisors
2019
Policy, Operating Rules, Guidelines and Bylaws
(TO BE REVIEWED ANNUALLY AT THE BEGINNING OF EACH YEAR)

MISSION STATEMENT
“The mission statement of the Wabasha Soil & Water Conservation District is to provide technical, financial, and educational assistance for land and water management in a way that promotes a sound economy and sustains and enhances natural resources.”

Wabasha County Soil and Water Conservation District
Board of Supervisors

District I		Lynn Zabel
District II		Chuck Fick
District III		Nate Arendt
District IV		Larry Theismann
District V		Terry Helbig

Office of the Board of Supervisors
Wabasha Soil & Water Conservation District
611 Broadway Ave., Suite 10
Wabasha, MN 55981
www.wabashaswcd.com

WABASHA SOIL AND WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS

RULES OF THE BOARD OF SUPERVISORS

INTRODUCTION

The Wabasha Soil and Water Conservation District (District) is a soil and water conservation district established and operated pursuant to Chapter 103C of Minnesota Statutes and governed by an elected Board of Supervisors (Board). These rules are intended to facilitate the transaction of business by the District Board and its committees.

These rules shall become effective upon passage by the District Board. Acceptance of the office of a District Supervisor constitutes acceptance of the obligation to abide by these Rules.

ARTICLE 1

TRANSACTING THE BUSINESS OF THE DISTRICT

- 1. Organizational Structure.** The business and affairs of the District shall be managed by the Board. It is collectively the responsibility of the Board to make policy and oversee the implementation of policy as the governing authority for the District. An individual Supervisor has no authority to act on behalf of the Board or the District, except to the extent such authority is expressly conferred upon him/her by a majority of the Board. The Board implements its policies by hiring, supervising and directing the District Manager. The District Manager is responsible for implementing policies adopted by the Board and for hiring, supervising and directing the staff of Wabasha SWCD.
- 2. Vacancies.** A vacancy in the Board resulting from the death, resignation, removal or disqualification of a Supervisor shall be filled by a majority vote of the remaining members of the Board. A Board Supervisor so appointed shall serve until a possible successor is elected. (Refer to 103c.305 subdiv. 6)

Board supervisors or other persons may suggest names of potential supervisors to the Board. These suggestions shall be submitted to the Board for consideration. The

Board may request additional information, such as a resume or statement of interest, in making its determination on the potential supervisor. The Board shall make it clear to the proposed supervisor that as part of their duties, they will be expected to agree to and follow all rules, guidelines, and/or bylaws in place for the Board. The Board shall vote on this recommendation, and it shall be passed if majority vote has been achieved.

3. Officers and Committees

1. **Terms of Office.** The term of each Board member is defined by Minnesota Statute.
2. **Chair.** In addition to such other powers or duties as the Board may stipulate, the Chair shall preside over the debate. The Chair shall sign all contracts and agreements on behalf of the District or designate such authority. The Chair shall have such other powers as may be granted by Minnesota law.
3. **Vice Chair.** If the Board shall elect a Vice Chair, the Vice Chair shall, in the absence or disability of the Chair, perform the duties and exercise the powers of the Chair, and shall perform such other duties as the Board may prescribe.
4. **Treasurer.** In addition to such other powers or duties as the Chair or the Board may prescribe, the Treasurer shall have such other powers as may be granted by Minnesota law. In the absence of the Treasurer, the chair shall be appointed to sign the Treasurer's report as submitted for approval.
5. **Secretary.** The Secretary shall attend all meetings of the Board and record or delegate all votes and the minutes of all proceedings in a book kept for that purpose. The Secretary shall also perform such other duties prescribed by the Board. In the absence of the Secretary, the Chair shall be appointed to sign the minutes as submitted for approval.
6. **Committees.** The Chairman may establish committees composed of one or two Supervisors to carry out the functions specified in the resolution of the Board establishing the Committee. Committees so established are subject at all times to the direction and control of the Board. These Rules apply to such committees and members of such committees to the same extent as they apply to the Board.
7. **Vacancy of a Committee Member.** If the office of any officer or committee assignment becomes vacant, the Supervisors then in office, although less than a quorum, may choose a successor, who shall hold office for the unexpired term with respect to which such vacancy occurred.

4. Meetings. The business of the Board is transacted during meetings and upon a vote of a majority of the Supervisors present. Board meetings shall be conducted in accordance with Minnesota Statutes Sections 103C.301-.335, the Minnesota Open Meeting Law, the Minnesota Government Data Practices Act, and Robert's Rules of Order at the discretion of the chair.

1. **Organizational Meeting.** Each January, the Board shall conduct an organizational meeting, which may be a regular monthly meeting, at which the Board shall elect a Chair, Vice Chair, Treasurer, and Secretary. Committees shall be appointed. Board members shall set the per diem and mileage rates and designate the financial institutions, official paper and date, time, and place of its regular monthly meetings. Rates cannot exceed those established by the state of Minnesota. Policy will be reviewed at this meeting, as well.

2. **Notice.** Meetings of the Board may be convened only after proper notice. The type of notice depends upon the type of meeting. The regular meeting of the Board shall be held on the dates and at the place and time established by the Board at its Organizational Meeting. The date, time and place of regular meetings shall be posted or published by the District Administrator or Administrative Assistant. If the time or place of a regular meeting is changed, notice of the time and place of the meeting must be given in the manner of a special meeting. Special meetings may be called by the Board Chair or upon the approved motion of Board members. Notice of special meetings shall be given to Board members (and the public in the manner described by the Open Meeting Law) by mail at least 72 hours before the meeting. Emergency meetings may be called only in situations that demand the immediate attention of the Board. Notice of the emergency meetings shall be given by telephone or any other available means as soon as is practical prior to the meeting. The notice of a special or emergency meeting must include a description of the business to be conducted. The business transacted at a special or emergency meeting shall be limited to items specifically contained in the notice of the meeting. The District Administrator or Administrative Assistant shall provide to the Supervisors at least three days prior to a regular meeting agendas and relevant printed materials to be received and/or discussed at the meeting.

3. **Quorum.** A majority of the total number of Supervisors constitutes a quorum. No

business may be conducted by the Board unless a quorum is present.

4. **Actual Attendance Required.** Actual attendance is required in order to cast a vote or to meet quorum requirements. Votes may not be cast by proxy. Failure to attend more than three (3) regularly scheduled meetings in a row or four (4) regularly scheduled meetings in any one year shall constitute neglect of duty within the meaning of Minn. Stat. 103C.315 and could, with a board motion, subject the Supervisor to the sanctions set forth in these Rules.
5. **Decorum at Meetings.** Board members are expected to conduct themselves at Board meetings in a pleasant, polite, courteous and respectful manner. Board members shall strive not to speak while another Board member, a staff member, or a member of the public has the floor. There shall be no name-calling or profanity. Indecorous language or behavior shall be grounds for the imposition of sanctions as set forth in these Rules. Discussion will remain germane to the topic of discussion.
5. **Government Data.** The government Data Practices Act, Minn. Stat. Ch. 13, applies to the District. The Act specifies that each public body must designate a "responsible authority" to handle requests for data. The "responsible authority" for the District is the District Administrator. Thus, all requests or inquiries regarding District data received or made by a Board member must be forwarded to the District Administrator. The District Administrator shall be responsible for searching for the data, classifying the data within the scope of the request and for making the specific response to the request for data. The District Administrator and District staff are obligated to provide a Supervisor with data he/she needs in order to carry out his/her duties as a Supervisor. Thus, District data should not be accessed or modified by a Supervisor.

The Wabasha SWCD charges members of the public for copies of government data. These charges are authorized under Minnesota Statutes, section 13.03, subdivision 3(c).

Charges must be paid with receipt of data or pre-paid.

Charges are as follows:

For 100 or Fewer Paper Copies – 25 Cents Per Page

100 or fewer pages of black and white, letter or legal-size paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy.

Copies on DVD - \$10.00/DVD

Copies on CD - \$10.00/CD

Commercial Use Fee-\$50.00 per request

Most Other Types of Copies – Actual Cost

The charge for most other types of copies, when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data and making the copies.

In determining the actual cost of making paper or electronic copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to search for data, retrieve data, and make copies is based on billable time of the employee doing aforementioned work based on current billing found using the Board of Water and Soil Resources (BWSR) billing rate calculator.

Section 1619 of the Food, Conservation, and Energy Act of 2008 prohibits USDA, its contractors, and cooperators, from disclosing information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in a USDA program as well as geospatial information maintained by USDA with respect to such agricultural land or operations, subject to certain exceptions and authorized disclosures. Examples of such data include, but are not limited to, conservation plans, wetland determinations, Highly Erodible Land Determinations, acreage amounts, assistance notes, National Resources Inventory point data, flood damage surveys, program contract information, maps, surveys, charts, and aerial photographs if they contain data identifying characteristics of the agricultural land. Sharing of routine information as necessary for the implementation of conservation programs with partners will be permitted through a

Memorandum of Understanding (MOU) "Acknowledgement of Section 1619 Compliance" signed by the SWCD Board Chair on December 17, 2009.

ARTICLE 2

RULES OF CONDUCT

- 1. Employee Policies Applicable to Supervisors.** The following policies set forth in the District Employee Handbook shall apply to Board members:

- Internet/Email Use Policy
- Equal Employment Opportunity (Policy 100)
- Employee Conduct and Work Rules (Policy 106)
- Payroll (Policy 109)
- Sexual Harassment Policy
- Employee Code of Ethics (Policy 003)
- Chain of Command (Policy 418)

However, the disciplinary portions of these policies shall not apply to Supervisors. A Supervisor who violates any of these policies shall be considered to have engaged in "malfeasance" or "neglect of duty" within the meaning of Minn. Stat. § 103C.315 and may be sanctioned as set forth in these Rules.

- 2. Action in furtherance of Mission.** The Board is a policy-making body and must act as a majority when making any determinations. Therefore, it is imperative that each Board member act in a manner consistent with and in furtherance of the policies, mission and core values established by the majority of the Board. Therefore, when a Supervisor appears in public and speaks on any issue concerning the District and/or its general mission or specific projects or practices, such Board Supervisor shall express the official Board position on the issue. If a Board Supervisor personally disagrees with the Board's position, the Board member shall only express his/her personal opinion if the Board member first:

- Presents the official position of the Board;
- Clearly explains that his/her personal position is the minority position; and

- Explains that s/he is speaking as a citizen rather than expressing the opinion of the Board.

3. Per Diem and Reimbursement of Travel Expenses Incurred on Behalf of the

District. A Board Supervisor is entitled to a per diem in the amount set by the Board when engaged in activities on behalf of Wabasha SWCD. However, no Supervisor shall receive per diem payments that total more than \$550.00 per month. Supervisors, who attend meetings or functions on behalf of the District and in furtherance of the goals of the District, shall be eligible for reimbursement of reasonable and necessary travel expenses actually incurred. If the Supervisor uses his/her own personal vehicle, mileage reimbursement shall be payable in the amount established by the United States Internal Revenue Service. For meetings other than regularly scheduled monthly Board meetings, it is the policy of the District Board that Supervisors may only receive a per diem payment and be reimbursed for travel expenses when attending special board meetings and committee assignment meetings as directed or approved by the Board.

Board members planning to attend other meetings representing the Wabasha SWCD or educational opportunities to enhance their role as a Wabasha SWCD Supervisor should obtain prior approval from the Board to receive per diem and mileage. If time constraints prevent prior approval, board members may submit a request, included in their quarterly vouchers, for consideration of post approval by the Board. Prior approval must be obtained from the Board for all out-of-state travel. All reimbursements for travel related expenses require the appropriate receipts.

4. Interaction with District Staff.

- 1. Direction and Assignment of Work.** The Board shall direct and assign the work of the District Administrator. The District Administrator shall direct and assign the work of all other District staff.
- 2. Supervision, Evaluation and Discipline of Staff.** While a Supervisor may provide input to the District Administrator, the District Administrator and not the Board shall be responsible for the supervision, direction, evaluation and discipline of individual staff members. However, nothing shall preclude the District Administrator from eliciting the assistance of the Board, an Officer or an individual Supervisor in the

performance of the District Administrator's duties as personnel manager.

3. **Interaction.** Board members' interaction with the District Administrator or with staff must recognize that only the board acting as a whole can govern and give direction to the District Administrator.
4. **Problem Resolution.** If a problem arises between a Supervisor and a staff person, it is expected that the individuals involved will seek to resolve the problem promptly. The District Supervisor is subject to the Chain of Command and should address the employee issue through the District Manager, in the same manner that the employee should address the issue. It is the responsibility of the District Administrator to deal with the involved staff member and the responsibility of the Board to deal with the involved Supervisor. If a problem arises between the District Administrator and a Supervisor, the District Administrator and the Board member shall make all attempts to resolve the issue themselves. If sincere and diligent attempts by both parties do not resolve the issue, then the District Administrator and the Supervisor shall present the situation jointly to the Board. The Board shall resolve all such disputes brought before it and its decision shall be final.

ARTICLE 3

ETHICS POLICY

1. **Purpose.** Officials in public service must maintain the highest possible standards of ethical conduct in their transaction of public business. Such standards should be clearly defined and known to the public as well as to local officials. Furthermore, the proper operation of democratic government requires that local officials be independent, impartial, and responsible to the people; that government decisions and policy be made in the proper channels of the government structure; that public office not be used for personal gain or as a platform for personal opinion; and that the public have confidence in the integrity of this government. The board shall not act in a technical capacity. The board will support duties staff are required to carry out as delegated by specific program requirements. In recognition of these goals, there is hereby established a Code of Ethics for all Supervisors. The purpose of this Code is to establish ethical standards of conduct for all Supervisors by setting forth those acts or actions that are incompatible with the best interest of the people of Wabasha County, and by directing disclosure by

Supervisors of private financial or other interest in matters affecting the County and District.

2. Definitions.

1. *Administrative action* means an action of a nonministerial nature by any Board member.
2. *Legislative action* means introduction, sponsorship, debate, voting and any other official action on any ordinance, resolution amendment, nomination, appointment, report or other matter pending or proposed before the Board.
3. *Candidate* means any individual who files an affidavit of candidacy or petition to appear on the ballot for an elective public office.
4. *Election* means a general, special, primary or special primary election.
5. *Local official* as defined in Minnesota Statutes, Section 10A.01 means a person who holds elective office in a political subdivision or who is appointed to or employed in a public position in a political subdivision in which the person has authority to make, to recommend, or to vote on, as a member of the governing body, major decisions regarding the expenditure or investment of public money and shall include the supervisors, who are elected officials.

- 3. Conflicts of Interest.** Board members should not participate in or vote on issues by which they are personally affected. Said supervisor should recuse themselves from any voting on an issue where there is a conflict of interest.

Any member of the Board who in the discharge of his or her official duties would be required to take an administrative or legislative action or make a decision which would substantially affect his or her financial interest, or those of a business with which he or she is associated (hereafter the affected person), unless the effect of the affected person would be no greater than on other members of his or her business classification, profession or occupation, shall take the following actions:

- The affected person shall prepare, on such form as prescribed by the state ethical practices board, a written statement describing the matter requiring action or decision and the nature of his or her potential conflict of interest;
- The affected person shall deliver a copy of the statement to the Chair of the Board;
- If a potential conflict of interest presents itself and there is insufficient time to comply

with the provision of subsections (1) and (2), the affected person shall orally inform the Board of the potential conflict. The affected person shall file a written statement as prescribed above within one week after the potential conflict presents itself.

- The affected person shall remove himself or herself, if possible, from influence over the action or decision in question and assign the matter to a subordinate. The Board may, upon request, excuse the affected person from taking part in the action or decision in question.
- If the affected person is not permitted or is otherwise unable to abstain from action in connection with the matter, he or she must file with the Chair of the Board a statement describing the potential conflict of interest and the action taken. Such statement must be filed within one week of the action taken.

- 4. Representation for a fee.** No Supervisor shall represent a client for a fee before the Board.
- 5. Statement of economic interest.** Each individual required to file a statement of economic interest shall do so in compliance with Minn. Stat. § 10A.09. All statements filed with the Board Chair shall be public data.
- 6. Penalty for false statements.** A report or statement required by this section shall be signed and certified as true by the person required to file the report. Any person who signs and certifies to be true a report or statement which he or she knows contains false information, who knowingly omits required information, or who fails to file a report or statement when required by this section, is subject to penalties established by law.
- 7. Gifts.** No person or entity shall offer to give a Supervisor or the Supervisor's spouse or dependent children, and the Supervisor shall not solicit or receive, anything of value (including a gift, favor or service, or a promise of future employment), which would cause the total value of such things received from the same person or association to exceed one hundred dollars (\$100.00) during any calendar year, and which is either (a) based on any understanding that such Supervisor's vote, official actions or judgment would be influenced thereby, or (b) where the circumstances are such that it could reasonably be inferred that the thing of value would influence the Supervisor in the discharge of his or her duties.
- 8. Confidential information.** No Board member shall use or disclose confidential

information gained in the course of or by reason of his or her official position or activities, including, but not limited to, any data classified as private, confidential, nonpublic or protected nonpublic pursuant to Minnesota Statutes, Chapter 13, in any way that could result in financial gain for the Board member, members of his or her family, or any business with which he or she is associated.

- 9. Violation of Ethics Policy.** Violation of the Ethics Policy shall be considered "malfeasance" or "neglect of duty," and may result in sanctions set forth in these Rules.

ARTICLE 4

SANCTIONS FOR VIOLATION OF THESE RULES

Violation of any portion of these Rules shall be considered "malfeasance" or "neglect of duty". Sanctions for violation of these rules will be in accordance with state statute procedures103c. This may result in any or all of the following sanctions:

- Private or Public Censure
- Limitation of the Board member's authority to appear and act on behalf of the Board
- The docking or stripping of the Board member's per diem
- The petition by the Board to the Board of Water and Soil Resources for the removal of the Board member pursuant to Minnesota Statute.

ARTICLE 5

AMENDMENTS TO RULES

These Rules may be amended or repealed by the affirmative vote of a majority of the Board provided that: the text of the proposed change was provided in writing along with the notice of the meeting at which such proposed change is to be considered; and the Board shall not adopt, amend or repeal any Rule to the extent such action causes any Rule to violate Minnesota Statutes, the United States Constitution or the Constitution of the State of Minnesota.

Board Service Commitment Pledge and Standards

As a Wabasha Soil & Water Conservation District Board Member recognizing the important responsibility I am undertaking in serving as a member of the Board, I hereby pledge to carry out in a trustworthy and diligent manner the duties and obligations in my role as a board member.

ROLE:

I acknowledge that my primary role as a board member is (1) to contribute to the defining of the organization mission and governing the fulfillment of that mission, and (2) to carry out the functions of the office of Board Member and/or Officer as stated in the Supervisors Handbook or Operating rules.

My role as a board member will focus on the development of broad policies that govern the implementation of institutional plans and purposes. This role is separate and distinct from the role of the District Administrator, who determines the means of implementation.

Commitment:

I will exercise the duties and responsibilities of this office with integrity, collegiality and care.

I Pledge:

1. To establish as a high priority my attendance at all meetings of the board and committees on which I serve.
2. To come prepared to discuss the issues and business to be addressed at scheduled meetings, having read the agenda and all background material relevant to the topics at hand.
3. To work with and respect the opinions of my peers who serve this board, and to leave my personal prejudices out of all board motions.

4. To always act for the good of the organization.
5. To represent this organization in a positive and supportive manner at all times and in all places.
6. To observe the parliamentary procedures and display courteous conduct in all board and committee meetings.
7. To refrain from intruding on administrative issues that are the responsibility of management, except to monitor the results and prohibit methods that conflict with board policy.
8. To avoid conflicts of interest between my position as a board member and my personal life. If such a conflict does arise, I will declare that conflict before the board and refrain from voting on matters in which I have conflict.
9. To support in a positive manner all actions taken by the Board even when I am in a minority position on such actions.
10. Prohibit mistreating, provoking or harassing other employees, supervisors, or making unwarranted criticism or accusations against other employees or supervisors.
11. To agree when placed as Chair or on a committee to: Call meetings as necessary until objectives are met; ensure that the agenda and support materials are mailed to all members in advance of the meetings; conduct the meetings in an orderly, fair, open, and efficient manner; and make committee progress reports to the board at its scheduled meetings.
12. To participate in the annual plan meetings, planning retreats, board development workshops, seminars, and other educational events that enhance my skills as a board member.

Board Member Signature: _____

Date: _____

FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: Stacy Miller
Address: 209843 575th street
City, State, Zip: Plainview, MN 55964
Contract No.: _____ Total Amount Authorized: \$2,700.00
(from contract)

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

PAYMENT REQUEST:

\$900.00

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

Stacy A. Miller
Payee Signature

10-21-20
Date

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final): _____ Partial
B. Payment amount requested: \$900.00
C. Total Amount Authorized: \$2,700.00
D. Total previous partial payments: _____
E. Amount available (C - D) \$2,700.00

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

\$900.00

Technical Certification

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

Ant
Technical Assistance Provider

10-21-2020
Date

Administrative Certification

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

Ken Deje
Administrative Sign-off

10-21-2020
Date

FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: **John Dose**

Address: **32937 Territorial Rd Trl**

City, State, Zip: **Lake City, MN 55041**

Contract No.: **19-Capacity-3**

Total Amount Authorized:

\$1,980.00

(from contract)

Practice	Quantity	Unit	Unit Rate	Total
Cover Crop (340), single species on 22 acres	22	ACRES	\$30.00	\$660.00

PAYMENT REQUEST:

\$660.00

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

Payee Signature

Date

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final):

Partial

B. Payment amount requested:

\$660.00

C. Total Amount Authorized:

\$1,980.00

D. Total previous partial payments:

\$660.00

E. Amount available (C - D)

\$1,320.00

Amount Approved for This Voucher:

\$660.00

(cannot exceed Total Amount Authorized)

Technical Certification

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

Technical Assistance Provider

Date

Administrative Certification

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

Administrative Sign-off

Date

FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: **Scott Sexton**

Address: **3025 615th Street**

City, State, Zip: **Millville, MN 55957**

Contract No.: **19-DWP-CC-3**

Total Amount Authorized:
(from contract)

\$2,700.00

Practice	Quantity	Unit	Unit Rate	Total
Cover Crop (340), single species on 30 acres	30	ACRES	\$30.00	\$900.00

PAYMENT REQUEST:

\$900.00

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

Scott Sexton

Payee Signature

10-21-2020

Date

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final):

Partial

B. Payment amount requested:

\$900.00

C. Total Amount Authorized:

\$2,700.00

D. Total previous partial payments:

E. Amount available (C - D)

\$2,700.00

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

\$900.00

Technical Certification

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

[Signature]

Technical Assistance Provider

10-21-2020

Date

Administrative Certification

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

[Signature]

Administrative Sign-off

10/21/2020

Date