

Wabasha Soil and Water Conservation District  
District Regular Board Meeting  
September 26, 2019  
8 a.m.  
EOC Room  
848 17<sup>th</sup> Street East  
Wabasha, MN 55981

- I. **CALL MEETING TO ORDER –**
- II. **PLEDGE OF ALLEGIANCE**
- III. **AGENDA**
- IV. **PUBLIC COMMENTS**
  - Comments limited to 5 minutes per speaker
- V. **CONSENT AGENDA -Board Action**
  - A. Root River MAWQCP Prom Funds Amendment
- VI. **SECRETARY’S REPORT**
  - A. August 22, 2019 Meeting Minutes-**Board Action**
  - B. September 16, 2019 special meeting minutes-**Board Action**
- VII. **TREASURER’S REPORT:**
  - A. August Program Record-**Board Action**
  - B. District Financial Statements August 2019-**Board Action**
- VIII. **PAYMENT OF MONTHLY BILLS**
  - A. Monthly bills in the amount of \$-**Board Action**
- IX. **DISTRICT REPORTS**
  - A. Chair Report – Terry Helbig
  - B. County Commissioners – Don Springer; Rich Hall
  - C. District Manager Report – Terri Peters
  - D. NRCS Report – Phillis Brey
- X. **OLD BUSINESS**
  - A. 1W1P Update-**Board Information**
- XI. **NEW BUSINESS**
  - A. Comment letter to BWSR from Dodge county on 1W1P implementation funding-  
**Board Discussion**
  - B. Section 319 Small Watershed Focus Program-**Board Discussion**
  - C. Acceptance of FY 2020 State of Minnesota Board of Water and Soil Resources Clean  
Water Fund SWCD Local Capacity Services in the amount of \$111,348.00 & Buffer  
Law Implementation Program in the amount of \$20,000.00 Grant Agreement-**Board  
Action**

- D. Payment for approval on contract 2016-CWF-04 Gerard Marking for completion of structure for \$9,022.50 (practice 410 WASCOB total cost \$10,025 from CWF 2016 MRLP grant)-**Board Action**
- E. Darrel Klein Contract 17-Capacity-10 Voucher Payment in the amount of \$8,343.43 for Waterway-**Board Action**
- F. Contract for approval on 19-Capacity-3 John Dose for 22 acres of cover crops (practice 340 Capacity 2019 total amount \$1,980)-**Board Action**
- G. Contract for approval on 19-Capacity-4 Bruce Wood for 25 acres of cover crops (practice 340 Capacity 2019 total amount \$2,250)-**Board Action**
- H. Contract for approval on 19-Capacity-5 Peter Wood for 20 acres of cover crops (practice 340 Capacity 2019 total amount \$1,800)-**Board Action**
- I. Upcoming Events
  - i. NASCA & NWC Conservation conference-Sept 30-Oct 2, Lexington, KY
  - ii. BWSR Academy October 29-31 Breezy Point, MN

**XII. Board Reports**

- A. WW –
- B. 1W1P-

**XIII. Adjourn- Board Action**

## Amendment to Technical Assistance/Promotion Funds Contract

Whereas:

The Water Resources Board has requested to have the MAWQCP contract reassigned, and

Whereas:

The Minnesota Department of Agriculture has reassigned the MAWQCP to Wabasha SWCD, and

Whereas:

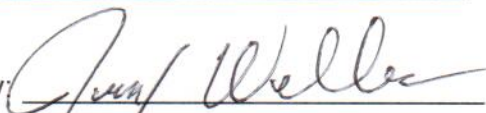
Wabasha SWCD has accepted this assigned contract and all its provisions,

*Therefore, be it resolved that the MAWQCP Technical Assistance and Promotion Funds agreements in force at the time of assignment be amended as follows:*

Strike Southeast Minnesota Water Resources Board from the title and replace with Wabasha SWCD.

Strike all references to SEMWRB in the body of the contract and replace with Wabasha SWCD.

**Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.**

By: 

Printed Name: Jerry Welke

Title: Chair

Dated: September 12, 2019

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Wabasha Soil and Water Conservation District  
District Regular Board Meeting  
August 22, 2019  
8 a.m.  
County Annex Conference Room  
625 Jefferson Ave.

**I. CALL MEETING TO ORDER – Meeting called to order at 8:05 am by Vice Chair Lynn Zabel**

**Supervisors present:** Lynn Zabel, Vice Chair; Chuck Fick, Treasurer; Larry Theismann, Secretary; Terry Helbig, Chair arrived at 8:30 am  
**Staff Present:** Terri Peters, District Manager; Dennis Stelling, SWCD; Jen Wahls, SWCD  
**County Commissioners present:** Rich Hall

**II. PLEDGE OF ALLEGIANCE**

**III. AGENDA**

*Moved by Fick, seconded by Theismann to accept the agenda with the addition of items A, G, H, and K under new business and change of language in items F & I from posted agenda.*

*Affirmative: Fick, Theismann, Zabel*

*Opposed: None*

*Motion Carried*

**IV. PUBLIC COMMENTS**

Comments limited to 5 minutes per speaker

**V. CONSENT AGENDA -Board Action**

- A. Amendments to the MAWQCP Technical Assistance/Promotion funds agreements
  - i. Rice SWCD
  - ii. Freeborn SWCD
  - iii. Whitewater Watershed JPB
  - iv. Winona SWCD

*Moved by Fick, seconded by Theismann to approve the consent agenda*

*Affirmative: Fick Theismann, Zabel*

*Opposed: None*

*Motion Carried*

**VI. SECRETARY'S REPORT**

- A. July 25, 2019 Meeting Minutes-**Board Action**

*Moved by Theismann, seconded by Fick to approve the secretaries report as presented*

*Affirmative: Fick, Theismann, Zabel*

*Opposed: None*

*Motion Carried*

**VII. TREASURER'S REPORT:**

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

*Moved by Fick, seconded by Theismann to approve the July program record as presented*

*Affirmative: Fick, Theismann, Zabel*

*Opposed: None*

*Motion Carried*

**B. District Financial Statements July 2019-Board Action**

*Moved by Theismann, seconded by Fick to approve the July financial statements as presented*

*Affirmative: Fick, Theismann, Zabel*

*Opposed: None*

*Motion Carried*

**VIII. PAYMENT OF MONTHLY BILLS**

**A. Monthly bills in the amount of \$18,381.70-Board Action**

*Moved by Fick, seconded by Theismann to approve the payment of monthly bills in the amount of \$18,381.70*

*Affirmative: Fick, Theismann, Zabel*

*Opposed: None*

*Motion Carried*

**IX. DISTRICT REPORTS**

A. Chair Report – Lynn Zabel

B. County Commissioners – Rich Hall

C. District Manager Report – Terri Peters

D. SWCD- Jen Wahls

**X. OLD BUSINESS**

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

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

*Terry Helbig arrived and assumed chair duties for the remainder of the meeting*

**C. Bus Tour-Board Discussion/Information**

**D. Governance 101 Training Meeting-Board Discussion on Attendance**

*Terri Peters and Lynn Zabel will be attending, with Terry Helbig as alternate if Lynn Zabel cannot.*

**E. Signature authority for district manager to sign MAWQCP sub agreements-Board Action**

*Moved by Fick, Seconded by Theismann to grant district manager signature authority for the MAWQCP sub-agreements*

*Affirmative: Fick, Helbig, Theismann, Zabel*

*Opposed: None*

*Motion Carried*

**XI. NEW BUSINESS**

**A. BWSR Academy attendance and payment-Board Action**

*Moved by Fick, seconded by Zabel to approve sending the district manager and the new bookkeeper/admin assistant to BWSR Academy October 29-31, 2019*  
*Affirmative: Fick, Helbig, Theismann, Zabel*  
*Opposed: None*  
*Motion Carried*

B. 2021 SWCD Programs and Operations Grants-**Board Action**

*Moved by Theismann, seconded by Fick to accept the 2021 SWCD Programs and Operations Grants in the amounts of \$70,040.00*  
*Affirmative: Fick, Helbig, Theismann, Zabel*  
*Opposed: None*  
*Motion Carried*

C. Drinking Water Protection Grant sub-agreement with Fillmore SWCD-**Board Action**

*Moved by Zabel, seconded by Fick to accept the Drinking Water Protection Grant sub-agreement with Fillmore SWCD*  
*Affirmative: Fick, Helbig, Theismann, Zabel*  
*Opposed: None*  
*Motion Carried*

D. Revised local cost share policy-**Board Action**

*Moved by Fick, seconded by Zabel to revise the local cost share policy to include the Iowa Farm Custom Rate Survey as the guide for landowner local match*  
*Affirmative: Fick, Helbig, Theismann, Zabel*  
*Opposed: None*  
*Motion Carried*

E. Leonhardt Dairy, LLC (Casey Leonhardt) contract 18RCPP-4 voucher payment in the amount of \$20,000.00-**Board Action**

*Moved by Fick, seconded by Theismann to approve the Leonhardt Dairy, LLC contract 18RCPP-4 voucher payment in the amount of \$20,000.00*  
*Affirmative: Fick, Helbig, Theismann, Zabel*  
*Opposed: None*  
*Motion Carried*

F. Stacy Miller contract LMF-17313RCPP-1WAB voucher payment in the amount of \$10,788.04 PENDING FINAL SIGNOFF. Final Payment-**Board Action**

*Moved by Fick, seconded by Theismann to approve Stacy Miller contract LMF-17313RCPP-1WAB voucher final payment in the amount of \$10,788.04 pending final signoff by all engineering parties and NRCS payout*  
*Affirmative: Fick, Helbig, Theismann, Zabel*  
*Opposed: None*  
*Motion Carried*

G. SE Tech SWCD JPB sub agreement amendment-**Board Action**

*Moved by Fick, seconded by Zabel to approve the SE Tech SWCD JPB amendment to accept additional funding for the Bill Miller contract LMFR-17RCPP-3WAB to bring the payment total to \$20,000.00*

*Affirmative: Fick, Helbig, Theismann, Zabel*

*Opposed: None*

*Motion Carried*

- H. Bill Miller contract LMFR-17RCPP-3WAB amendment #3 to change the payout amount from \$17,697.00 to \$20,000-**Board Action**

*Moved by Fick, seconded by Zabel to approve Bill Miller contract LMFR-17RCPP-3WAB amendment #3 to change the payout amount from \$17,697.00 to \$20,000.00*

*Affirmative: Fick, Helbig, Theismann, Zabel*

*Opposed: None*

*Motion Carried*

- I. Bill Miller contract LMFR-17RCPP-3WAB voucher payment in the amount of \$20,000.00. Final Payment-**Board Action**

*Moved by Zabel, seconded by Fick to approve Bill Miller contract LMFR-17RCPP-3WAB voucher payment in the amount of \$20,000.00*

*Affirmative: Fick, Helbig, Theismann, Zabel*

*Opposed: None*

*Motion Carried*

- J. Chuck Bremer contract 17-CAP-WS-11 voucher payment in the amount of \$1,000.00 for well seal cost share-**Board Action**

*Moved by Theismann, seconded by Zabel to approve Chuck Bremer contract 17-CAP-WS-11 voucher payment in the amount of \$1,000.00 for well seal cost share*

*Affirmative: Fick, Helbig, Theismann, Zabel*

*Opposed: None*

*Motion Carried*

- K. Diane McNallan contract 18-CS-2 & 19-CS-1 in the amount of \$11,971.88 (total cost \$15,971.50) for practice 410 Grade Stabilization Structure-**Board Action**

*Moved by Fick, seconded by Theismann to approve Diane McNallan contract 18-CS-2 & 19-CS-1 in the amount of \$11,971.88 for grade stabilization structure*

*Affirmative: Fick, Helbig, Theismann, Zabel*

*Opposed: None*

*Motion Carried*

- L. Office manager position resignation and job posting-**Board Action**

*Moved by Theismann, seconded by Fick to approve the job posting for Bookkeeper/administration assistant as full-time, with the closing date for applications to be 4 pm on September 11<sup>th</sup>, 2019, interviews to be conducted by the personnel committee the afternoon of September 16<sup>th</sup>, 2019, and a special board meeting to approve a new hire at 5pm on September 16<sup>th</sup>.*

*Affirmative: Fick, Helbig, Theismann, Zabel*

*Opposed: None*  
*Motion Carried*

M. Upcoming Events

- i. Governance 101 Training-Sept 12-13
- ii. NASCA & NWC Conservation conference-Sept 30-Oct 2, Lexington, KY
- iii. BWSR Academy October 29-31 Breezy Point, MN

**XII. Board Reports**

- A. WW –
- B. 1W1P-

**XIII. Adjourn- Board Action**

*Moved by Fick, seconded by Zabel to adjourn*

*Affirmative: Fick, Helbig, Theismann, Zabel*

*Opposed: None*

*Motion Carried*

*Meeting adjourned at 10:20 am*

Respectfully Submitted,

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Larry Theismann, Secretary



Wabasha Soil and Water Conservation District  
District Special Board Meeting  
September 16, 2019  
5 p.m.  
Wabasha SWCD Break Room  
611 Broadway Ave.  
Wabasha, MN

**I. CALL MEETING TO ORDER – Meeting called to order at 5 pm by Chair Terry Helbig**

**Supervisors Present: Terry Helbig, Chair; Lynn Zabel, Vice Chair; Larry Theismann, Secretary; Nate Arendt, Member**

**Staff: Terri Peters, District Manager**

**Others: Sharleen Klennert, Citizen**

**II. PLEDGE OF ALLEGIANCE**

**III. AGENDA**

*Moved by Arendt, seconded by Zabel to approve the agenda as presented*

*Affirmative: Arendt, Helbig, Theismann, Zabel*

*Opposed: None*

*Motion carried*

**IV. NEW BUSINESS**

- A. Review job applications and results from the interviews of the selected candidates for the Bookkeeper/Administrative Assistant position-**Board Discussion**

- B. Motion to make offer of employment to selected candidate-**Board Action**

*Moved by Theismann, seconded by Arendt to first offer the position to Susan Cerwinske contingent on the background check*

*Affirmative: Arendt, Helbig, Theismann, Zabel*

*Opposed: None*

*Motion Carried*

*Moved by Theismann, seconded by Arendt to offer the position to Molly Baker in the event that Susan Cerwinske declines the offer, contingent on the background check*

*Affirmative: Arendt, Helbig, Theismann, Zabel*

*Opposed: None*

*Motion Carried*

V. **Adjourn-** Board Action

*Moved by Arendt, seconded by Zabel to adjourn*

*Affirmative: Arendt, Helbig, Theismann, Zabel*

*Opposed: None*

*Motion Carried*

*Meeting Adjourned at 5:41 pm*

Respectfully Submitted,

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Larry Theismann, Secretary

## Wabasha Soil and Water Conservation District

## Profit &amp; Loss

August 2019

Aug 19

Ordinary Income/Expense	
Income	
Charges for Services	
Plat Book Sales	70.00
Wetlands	200.00
Charges for Services - Other	1,063.20
Total Charges for Services	1,333.20
Intergovernmental Revenues	
State	
DNR Forestry Stewardship	5,000.00
FY18 CREP	797.00
MAWQCP	11,122.89
Volunteer Nitrate Monitoring Ne	555.85
Total State	17,475.74
Total Intergovernmental Revenues	17,475.74
Total Income	18,808.94
Gross Profit	18,808.94
Expense	
District Operations	
Other Services and Charges	
Advertising Expense	736.00
Building Rent	864.13
Education and Information	461.17
Employee Education and Training	335.00
Fees and Dues	16.50
Internet Expense	70.95
Postage	-0.60
Vehicle Expenses	
GMC Vehicle Expense	128.77
Hyundia Tucson Vehicle Expense	29.78
Total Vehicle Expenses	158.55
Total Other Services and Charges	2,641.70
Personnel Services	
Employee Salary Permanent	16,205.47
Employer HSA contributions	0.00
Employer Life and Health	
66000 - Payroll Expenses	6,750.64
Employer Life and Health - Other	26.00
Total Employer Life and Health	6,776.64
Employer Share FICA	1,172.90
Employer Share Medicare	274.30

## Wabasha Soil and Water Conservation District

## Profit &amp; Loss

August 2019

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	Aug 19
Employer Share PERA	1,416.89
Total Personnel Services	25,846.20
Supplies	
Field Supplies	24.95
Total Supplies	24.95
Total District Operations	28,512.85
Project Expenditures	
Federal	
Wabasha Conservation pln (NFWF)	12.76
Total Federal	12.76
State	
AgCertainty Promotion Expense	181.50
FY17 Capacity Funding	1,000.00
LWM NRBG	158.03
MAWQCP Administration	11,122.89
RCPP	50,788.04
Total State	63,250.46
Total Project Expenditures	63,263.22
Total Expense	91,776.07
Net Ordinary Income	-72,967.13
Other Income/Expense	
Other Income	
Interest Income	
Interest Earnings MM's	776.67
Total Interest Income	776.67
Total Other Income	776.67
Net Other Income	776.67
Net Income	<u>-72,190.46</u>

## Wabasha Soil and Water Conservation District

## Balance Sheet

As of August 31, 2019

Aug 31, 19

## ASSETS

## Current Assets

## Checking/Savings

Money Market- Bank of Alma 105,646.27

Money Market WNB Financial 7,370.55

Peoples State Bank Money Market 381,675.03

Petty Cash 101.01

WNB Financial 50,039.24

Total Checking/Savings 544,832.10

## Accounts Receivable

11000 · Accounts Receivable 1,201.00

Total Accounts Receivable 1,201.00

Total Current Assets 546,033.10

## 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 -76,512.47

Total Fixed Assets 36,877.44

## Other Assets

## Prepaid Items

Prepaid Rent 864.13

Total Prepaid Items 864.13

Total Other Assets 864.13

TOTAL ASSETS 583,774.67

## LIABILITIES &amp; EQUITY

## Liabilities

## Current Liabilities

## Accounts Payable

20000 · Accounts Payable 3,005.43

Total Accounts Payable 3,005.43

## Other Current Liabilities

Allowance for Unemployment Reim 1,581.86

## Deferred Revenue

AIS 100,889.31

FY17 Capacity 19,922.58

FY17 Cost Share 4,304.12

## Wabasha Soil and Water Conservation District

## Balance Sheet

As of August 31, 2019

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	Aug 31, 19
FY17 RCPP	47,315.48
FY18 AgCertainty Promotion	3,164.28
FY18 Buffer Implementation	2,324.34
FY18 Capacity	30,360.27
FY18 Cost Share	12,320.80
FY18 CWMA	9,220.20
FY18 MDA Weed Grant	-3,272.58
FY19 Buffer Initiative	16,507.67
FY19 Capacity	39,071.40
FY19 Cost Share	15,401.00
FY19 Rim Easement Inspection	104.71
FY19 WCA	10,139.32
FY20 Conservation Delivery	19,619.00
FY20 State Cost share	15,401.00
FY20 Well Seal Grant	27,101.80
Izaak Walton League	8,000.00
<b>Total Deferred Revenue</b>	<b>377,894.70</b>
<b>Due to Other Governments</b>	<b>-553.00</b>
<b>24000 · Payroll Liabilities</b>	<b>1,210.40</b>
<b>25500 · Sales Tax Payable</b>	<b>287.41</b>
<b>Total Other Current Liabilities</b>	<b>380,421.37</b>
<b>Total Current Liabilities</b>	<b>383,426.80</b>
<b>Total Liabilities</b>	<b>383,426.80</b>
<b>Equity</b>	
Fund Balance- Restatement	47,943.10
Fund Balance Designated	31,903.30
Investment in Capital Assets	36,877.44
30000 · Opening Balance Equity	649.89
32000 · Owners Equity	156,595.94
Net Income	-73,621.80
<b>Total Equity</b>	<b>200,347.87</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>583,774.67</u></b>

**Wabasha Soil and Water Conservation District**  
**Reconciliation Detail**  
**Money Market- Bank of Alma, Period Ending 08/31/2019**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						103,654.90
<b>Cleared Transactions</b>						
<b>Checks and Payments - 1 item</b>						
Transfer	08/19/2019			X	-50,000.00	-50,000.00
Total Checks and Payments					-50,000.00	-50,000.00
<b>Deposits and Credits - 4 items</b>						
General Journal	08/02/2019	GL-17...		X	797.00	797.00
Deposit	08/02/2019			X	5,000.00	5,797.00
Deposit	08/30/2019			X	51.48	5,848.48
Deposit	08/30/2019			X	46,142.89	51,991.37
Total Deposits and Credits					51,991.37	51,991.37
Total Cleared Transactions					1,991.37	1,991.37
Cleared Balance					1,991.37	105,646.27
Register Balance as of 08/31/2019					1,991.37	105,646.27
<b>Ending Balance</b>					<b>1,991.37</b>	<b>105,646.27</b>

## Wabasha Soil and Water Conservation District

## Reconciliation Detail

Petty Cash, Period Ending 08/31/2019

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						115.27
<b>Cleared Transactions</b>						
<b>Checks and Payments - 2 items</b>						
General Journal	08/23/2019	GL-17...		X	-12.43	-12.43
General Journal	08/30/2019	GL-17...		X	-2.43	-14.86
Total Checks and Payments					-14.86	-14.86
<b>Deposits and Credits - 1 item</b>						
General Journal	08/01/2019	GL-18...		X	0.60	0.60
Total Deposits and Credits					0.60	0.60
Total Cleared Transactions					-14.26	-14.26
Cleared Balance					-14.26	101.01
Register Balance as of 08/31/2019					-14.26	101.01
<b>Ending Balance</b>					<b>-14.26</b>	<b>101.01</b>



Wabasha Soil and Water Conservation District  
Reconciliation Detail  
Peoples State Bank Money Market, Period Ending 08/31/2019

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						440,949.84
Cleared Transactions						
Checks and Payments - 1 item						
Transfer	08/19/2019			X	-60,000.00	-60,000.00
Total Checks and Payments					-60,000.00	-60,000.00
Deposits and Credits - 1 item						
Deposit	08/31/2019			X	725.19	725.19
Total Deposits and Credits					725.19	725.19
Total Cleared Transactions					-59,274.81	-59,274.81
Cleared Balance					-59,274.81	381,675.03
Register Balance as of 08/31/2019					-59,274.81	381,675.03
Ending Balance					-59,274.81	381,675.03

**Wabasha Soil and Water Conservation District**  
**Reconciliation Detail**  
**WNB Financial, Period Ending 08/31/2019**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						27,282.27
<b>Cleared Transactions</b>						
<b>Checks and Payments - 40 items</b>						
Paycheck	07/12/2019	10900	Lynn Zabel	X	-692.62	-692.62
Bill Pmt -Check	07/25/2019	10916	Olmsted County Pu...	X	-7,178.71	-7,871.33
Liability Check	07/25/2019	10905	MN PEIP	X	-4,365.34	-12,236.67
Check	07/25/2019	10906	Tom Leisen	X	-900.00	-13,136.67
Bill Pmt -Check	07/25/2019	10914	Mittel Schule, Inc.	X	-864.13	-14,000.80
Bill Pmt -Check	07/25/2019	10912	Lynn Zabel-v	X	-519.80	-14,520.60
Bill Pmt -Check	07/25/2019	10917	PEM Community Sc...	X	-276.00	-14,796.60
Bill Pmt -Check	07/25/2019	10913	MCIT	X	-237.00	-15,033.60
Liability Check	07/25/2019	10903	Metlife	X	-183.40	-15,217.00
Liability Check	07/25/2019	10902	Madison National Life	X	-53.97	-15,270.97
Check	07/30/2019	10924	MACDE	X	-15.00	-15,285.97
Check	08/02/2019	eft	River Crossing BP	X	-40.95	-15,326.92
Check	08/06/2019	eft	Dick's Fresh Market	X	-47.14	-15,374.06
Check	08/06/2019	eft	Dollar General	X	-27.91	-15,401.97
Check	08/07/2019	eft	Kwik Trip	X	-17.62	-15,419.59
Liability Check	08/08/2019		QuickBooks Payroll ...	X	-5,648.76	-21,068.35
Liability Check	08/09/2019	eft	United States Treas...	X	-2,171.64	-23,239.99
Liability Check	08/09/2019	eft	Public Employee Re...	X	-1,304.55	-24,544.54
Liability Check	08/09/2019	eft	MSRS	X	-920.00	-25,464.54
Liability Check	08/09/2019	eft	Department of Reve...	X	-374.00	-25,838.54
Liability Check	08/09/2019	eft	Nationwide Retirem...	X	-20.00	-25,858.54
Check	08/09/2019	eft	Spica International	X	-16.50	-25,875.04
Check	08/09/2019	eft	Dairy Queen	X	-7.01	-25,882.05
Check	08/22/2019	10928	BILL MILLER	X	-20,000.00	-45,882.05
Bill Pmt -Check	08/22/2019	10935	Olmsted County Pu...	X	-11,122.89	-57,004.94
Liability Check	08/22/2019		QuickBooks Payroll ...	X	-5,826.03	-62,830.97
Check	08/22/2019	10926	Charles Bremer	X	-1,000.00	-63,830.97
Bill Pmt -Check	08/22/2019	10937	Q Media Group LLC	X	-736.00	-64,566.97
Bill Pmt -Check	08/22/2019	10930	BWSR-1	X	-270.00	-64,836.97
Bill Pmt -Check	08/22/2019	10939	Wabasha County Hi...	X	-87.82	-64,924.79
Bill Pmt -Check	08/22/2019	10932	HBC	X	-70.95	-64,995.74
Bill Pmt -Check	08/22/2019	10933	MCIT	X	-65.00	-65,060.74
Bill Pmt -Check	08/22/2019	10936	Paul Busch Auto Ce...	X	-29.78	-65,090.52
Bill Pmt -Check	08/22/2019	10929	Bill Wayne	X	-12.76	-65,103.28
Check	08/22/2019	eft	Arby's	X	-7.76	-65,111.04
Liability Check	08/23/2019	eft	United States Treas...	X	-2,239.76	-67,350.80
Liability Check	08/23/2019	eft	Public Employee Re...	X	-1,340.30	-68,691.10
Liability Check	08/23/2019	eft	MSRS	X	-920.00	-69,611.10
Liability Check	08/23/2019	eft	Department of Reve...	X	-387.00	-69,998.10
Liability Check	08/23/2019	eft	Nationwide Retirem...	X	-20.00	-70,018.10
Total Checks and Payments					-70,018.10	-70,018.10
<b>Deposits and Credits - 21 items</b>						
Transfer	08/07/2019			X	10,000.00	10,000.00
Paycheck	08/09/2019	DD1524	Jennifer L Wahls	X	0.00	10,000.00
Paycheck	08/09/2019	DD1526	Terri L. Peters	X	0.00	10,000.00
Paycheck	08/09/2019	DD1523	Dennis R Stelling	X	0.00	10,000.00
Paycheck	08/09/2019	DD1525	Mitchell J Rigelman	X	0.00	10,000.00
Paycheck	08/09/2019	DD1527	William R Wayne	X	0.00	10,000.00
Deposit	08/09/2019			X	555.85	10,555.85
Deposit	08/19/2019			X	8,200.00	18,755.85
Transfer	08/19/2019			X	50,000.00	68,755.85
Transfer	08/19/2019			X	60,000.00	128,755.85
Paycheck	08/23/2019	DD1528	Dennis R Stelling	X	0.00	128,755.85
Paycheck	08/23/2019	DD1530	Mitchell J Rigelman	X	0.00	128,755.85
Paycheck	08/23/2019	DD1532	William R Wayne	X	0.00	128,755.85
Paycheck	08/23/2019	DD1531	Terri L. Peters	X	0.00	128,755.85
Paycheck	08/23/2019	DD1529	Jennifer L Wahls	X	0.00	128,755.85
Deposit	08/30/2019			X	1,153.20	129,909.05
Paycheck	09/06/2019	DD1533	Dennis R Stelling	X	0.00	129,909.05
Paycheck	09/06/2019	DD1535	Mitchell J Rigelman	X	0.00	129,909.05
Paycheck	09/06/2019	DD1537	William R Wayne	X	0.00	129,909.05
Paycheck	09/06/2019	DD1534	Jennifer L Wahls	X	0.00	129,909.05
Paycheck	09/06/2019	DD1536	Terri L. Peters	X	0.00	129,909.05
Total Deposits and Credits					129,909.05	129,909.05
Total Cleared Transactions					59,890.95	59,890.95

**Wabasha Soil and Water Conservation District**  
**Reconciliation Detail**  
**WNB Financial, Period Ending 08/31/2019**

Type	Date	Num	Name	Clr	Amount	Balance
Cleared Balance					59,890.95	87,173.22
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 13 items</b>						
Check	05/11/2019	eft	Go Daddy		-17.99	-17.99
Liability Check	07/25/2019	10904	MN Life		-71.45	-89.44
Check	07/29/2019	eft	Marriott Minneapolis		-345.86	-435.30
Check	08/22/2019	10925	Leonhardt Dairy LLC		-20,000.00	-20,435.30
Check	08/22/2019	10927	Stacy Miller		-10,788.04	-31,223.34
Liability Check	08/22/2019	10944	MN PEIP		-4,365.34	-35,588.68
Bill Pmt -Check	08/22/2019	10934	Mittel Schule, Inc.		-864.13	-36,452.81
Bill Pmt -Check	08/22/2019	10938	Sugar Loaf Charter ...		-550.00	-37,002.81
Liability Check	08/22/2019	10942	Metlife		-183.40	-37,186.21
Bill Pmt -Check	08/22/2019	10940	Terri Peters (Expens...		-143.26	-37,329.47
Liability Check	08/22/2019	10943	MN Life		-71.45	-37,400.92
Liability Check	08/22/2019	10941	Madison National Life		-53.97	-37,454.89
Bill Pmt -Check	08/22/2019	10931	Frontier Precision		-24.95	-37,479.84
Total Checks and Payments					-37,479.84	-37,479.84
Total Uncleared Transactions					-37,479.84	-37,479.84
Register Balance as of 08/31/2019					22,411.11	49,693.38
<b>New Transactions</b>						
<b>Checks and Payments - 6 items</b>						
Liability Check	09/05/2019		QuickBooks Payroll ...		-5,826.03	-5,826.03
Liability Check	09/06/2019	eft	United States Treas...		-2,239.74	-8,065.77
Liability Check	09/06/2019	eft	Public Employee Re...		-1,340.30	-9,406.07
Liability Check	09/06/2019	eft	MSRS		-920.00	-10,326.07
Liability Check	09/06/2019	eft	Department of Reve...		-387.00	-10,713.07
Liability Check	09/06/2019	eft	Nationwide Retirem...		-20.00	-10,733.07
Total Checks and Payments					-10,733.07	-10,733.07
Total New Transactions					-10,733.07	-10,733.07
<b>Ending Balance</b>					<b>11,678.04</b>	<b>38,960.31</b>

Wabasha Soil and Water Conservation District  
**Reconciliation Detail**  
Money Market WNB Financial, Period Ending 08/30/2019

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						17,370.55
Cleared Transactions						
Checks and Payments - 1 item						
Transfer	08/07/2019			X	-10,000.00	-10,000.00
Total Checks and Payments					-10,000.00	-10,000.00
Total Cleared Transactions					-10,000.00	-10,000.00
Cleared Balance					-10,000.00	7,370.55
Register Balance as of 08/30/2019					-10,000.00	7,370.55
Ending Balance					<u>-10,000.00</u>	<u>7,370.55</u>

## **Staff reports to the Board**

### **Jen**

**Wetland Conservation Act (WCA)** – Fillmore County – 2 MPAR reviews. Combined August/September TEP meeting in Fillmore County on September 6<sup>th</sup>. Wabasha County – Issued 2 Notice of Decisions. 1 MPAR review, following up with LO regarding crossing installation. Working with landowner to check completion of work on outstanding restoration order.

**Conservation Reserve Enhancement Program/ReInvest in MN (CREP/RIM)** – No activity

**Nat'l Fish & Wildlife Federation (NFWF)** – Met with 5 landowners, 3 for soil health, 1 for vegetation mgmt. (prescribed burn & reseeding), and boundary/mapping cover. 3 contracts for cover crops. 1 structure completed for pay out. Followed up with 1 landowner and renter regarding waterways. Following up with 1 landowner along Zumbro and 1 along Trout Brook Creek.

**MN Dept of Ag (MDA)** – Workshop for Japanese Knotweed on 9/17/19. 6 attendees.

**Local Water Mgmt (LWM)** – Attended Southeast Landscape Committee Meeting.

**Forestry Plan Contract** – Professional Development Workshop completed on 9/19/19. We had 33 attendees, 8 presenters (2 consulting foresters, 1 logger, 1 MLT staff, 1 TSI vendor, 1 SELC and 2 DNR Foresters). Loggers received 3 CEU for Outside Credit. ½ day inside about opportunities available to work with private landowners and what education/certifications/etc. required. ½ day outside at active logging site going over prescription, harvest, BMPs, rare & threatened communities and invasives.

**RIM Easement** – Completed RIM inspections, submitted proper forms for 5 change of ownerships and submitted signed inspection sheet.

**Training** - Attended ½ day training in Rochester for updates to contracts, cost-share and nonstructural practices

### **Mitch**

#### **Capacity Training**

Attended training in Rochester Minnesota regarding new state cost share policies and procedures.

#### **MAWQCP**

Completed 3 new assessments for producers interested participating in the Minnesota Agricultural Water Quality Certification Program. Currently working with multiple producers interested pursuing project work. Design work for a grade stabilization structure in Plainview township has been completed with the assistance of Chris Nelson. This project is currently ready to begin construction following a pre-construction meeting with the contractor. Additionally, a sediment basin design has been complete for a producer in Mazeppa township. This project is awaiting landowner approval to move forward with implementation.

#### **NRCS Technical Assistance**

EQIP projects have been approved for two projects to begin construction. Assistance is being provided for these projects as contractor begins excavation. Projects include 2 grade stabilization structures with support waterways in Plainview township, and Mazeppa township. Site visits for each project are conducted frequently to assist with grade checks.

#### **Well Sealing**

Technical assistance is being provided to landowners interested pursuing well decommissioning on abandoned wells. Currently working with one landowner contracted to move forward once an

inspection has been conducted. Proactive work seeking additional abandoned wells is being evaluated in highly sensitive areas, in addition to writing a newspaper article for additional outreach.

### **UAS Drone**

The district's UAS drone is being used frequently to assist with the evaluation of project sites. Additionally, progress utilizing georeferencing technology is being made implementing real time aerial imagery into the design process of project sites. A recent survey was conducted along the Zumbro River utilizing drone imagery which will be processed into 3d volumetric data. This data can be used to complete a survey to repair eroding banks where traditional survey equipment cannot be used. The drone photo below is an example of a site used for such a task.

### **Bill**

- We have two grade stabe projects going at this time one small and the other decent sized. As of Tuesday afternoon, the pipe was installed on the smaller one and the core trench was going in on the larger one.
- Both waterway projects that I've been working on are wrapped up and are ready for payment.
- We have a few other potential projects that we should be surveying in the next few weeks as the crops start coming out.
- Completed the survey on Mazeppa Creek for the potential bank stabilization/habitat improvement project utilizing the drone and survey gear. We are excited to see the finished survey once the drone imagery gets analyzed.
- Weather permitting another grade stabe project should be starting as soon as the late sweetcorn comes out.
- I've been working on preliminary plans for a few potential projects that will be surveyed yet this fall.

### **Dennis**

Worked with Delane in Goodhue on their audits.

Worked on the hiring process for bookkeeper position. Reviewed and ranked applications to help select candidates for interview.

Administration work for MAWQCP.

Started onboarding training with Susan.

Finished a document outlining the payroll process for the office.







Environmental Services  
721 Main St N, Dept. 391  
Mantorville, MN 55955-2230  
Phone: 507-635-6273  
[mark.gamm@co.dodge.mn.us](mailto:mark.gamm@co.dodge.mn.us)

September 4, 2019

Marcey Westrick, Clean Water Coordinator  
Minnesota Board of Water and Soil Resources  
520 Lafayette Road North  
St. Paul, MN 55155

SUBJECT: Comments on draft 1W1P Implementation Funding Policy:

Dear Ms. Westrick:

We encourage the Board of Water and Soil Resources to allow use of implementation funds for water quality monitoring.

During our 30 years of county water management planning, our citizens have asked us one overriding question: *"Is the quality of our streams and drinking water getting better or worse?"* As you know, it is impossible to answer this question without actual water quality data collected over time. It has not been enough to provide just modeling estimates; most people want actual data to lead them to action.

We do not believe that state agency monitoring programs can answer questions about water quality trends on all water resources determined to be a priority in Watershed Plans. Furthermore, we are not aware of any state agency that is routinely monitoring groundwater resources to answer questions about trends in quality of aquifers used by private wells.

Lastly, 1W1P Content Requirements state that the Plan must include a description of *"how data collection and monitoring activities will be used to reasonably evaluate progress toward plan goals, and describe additional data collection activities needed to fill gaps that have been identified during the planning process."* We feel that watershed-based implementation funding should be able to fund all required parts of the plan.

Thank you for the opportunity to provide input.

Mark Gamm  
Dodge County Environmental Services Director

Cc: David Copeland, Board Conservationist, BWSR (Via Email)  
Shaina Keseley, Clean Water Specialist, BWSR (Via Email)  
Julie Westerlund, One Watershed One Plan Coordinator, BWSR (Via Email)



September 6, 2019

Terri Peters  
District Manager, Wabasha County Soil and Water Conservation District  
611 Broadway Ave,  
Wabasha, MN 55981

RE: Section 319 Small Watersheds Focus Program

Terri Peters:

We are pleased to inform you that your small watershed has been selected to move forward as part of the first group of small watersheds (Group B) to participate in the Section 319 Small Watersheds Focus Program.

The next step, as we have discussed with you, is that Abel Green, Minnesota Pollution Control Agency (MPCA) project manager, will be in contact with you to begin formulating the draft of the nine-element 319 Focus Grant Workplan towards the end of this year. This will include gathering all available information about your watershed to begin incorporating it into a single document. We ask that you email any information or data that is not available online to Abel at [abel.green@state.mn.us](mailto:abel.green@state.mn.us). Once the rough draft is in place, meetings between you, your partners, and the MPCA will proceed to personalize your plan with your stated goals, milestones, and priorities.

The final draft will be sent to the U.S. Environmental Protection Agency (EPA) Region 5 for approval. The 319 Focus Grant Workplan will provide the framework for your individual projects, beginning in federal fiscal year 2021. Each of the individual projects will require a 40% nonfederal match. This can be state, local, or private funds or in-kind services. Some examples that may be applicable are the Board of Soil and Water Resources Clean Water Fund Implementation Program and 0% interest Clean Water Partnership Loan funds.

We are looking forward to working closely with you and your partners to create a focused and prioritized workplan for your small watershed to implement and track measurable water quality improvement over several years.

Sincerely,



Greg Johnson  
Research Scientist 3  
Metro Watershed Section  
Watershed Division

**FY 2020 STATE OF MINNESOTA  
BOARD OF WATER and SOIL RESOURCES  
CLEAN WATER FUND SWCD LOCAL CAPACITY SERVICES &  
BUFFER LAW IMPLEMENTATION PROGRAM  
GRANT AGREEMENT**

<b>Vendor:</b>	0000202432
<b>PO#:</b>	3000011255

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

<i>This grant is for the following Grant Programs :</i>		
P20-7534	2020 - SWCD Local Capacity Services (Wabasha SWCD)	\$111,348
P20-7624	2020 - Buffer Law (Wabasha SWCD)	\$20,000

**Total Grant Awarded: \$131,348**

**Recitals**

1. The Laws of Minnesota 2019, 1<sup>st</sup> Special Session, Chapter 2, Article 2, Section 7(n), appropriated Clean Water Funds (CWF) to the Board for the FY 2020 SWCD Local Capacity Services.
2. The Laws of Minnesota 2019, 1<sup>st</sup> Special Session, Chapter 2, Article 2, Section 7(f), appropriated Clean Water Funds (CWF) to the Board for the FY 2020 Buffer Law Implementation.
3. The Board adopted Board Order #19-43 to authorize and allocate funds for the FY 2020 SWCD Local Capacity Services and Board Order #19-33 to authorize and allocate funds for the FY 2020 Buffer Law Implementation.
4. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

**Authorized Representative**

The State's Authorized Representative is Melissa Lewis, Assistant Section Manager, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-297-4735, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

**Terri Peters, District Manager  
611 Broadway Ave., Suite 10  
Wabasha, MN 55981  
(651) 565-4673**

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

**Grant Agreement**

1. **Terms of the Grant Agreement.**
  - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The State will notify the Grantee when this grant agreement has been executed. The Grantee must not begin work under this grant agreement until it is executed.**
  - 1.2. **Expiration date:** **December 31, 2022**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

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

2.1. **Implementation:** The Grantee will implement their work plans, which are incorporated into this Agreement; and, abide by the *SWCD Conservation Delivery and Capacity Grants Policy* for the Local Capacity Services Grants, and *FY2020 Clean Water Funds Policy* for the Buffer Program Implementation Grants.

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

2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.

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

2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2023 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

3. **Time.**

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

4. **Terms of Payment.**

4.1. All grant funds will be distributed in one installment promptly after the execution of the Grant Agreement.

4.2. All costs must be incurred within the grant period and all incurred costs must be paid before the amount of unspent grant funds is determined.

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

4.4. This grant is an advance payment. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

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

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

6. **Assignment, Amendments, and Waiver**

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

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

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

7. **Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the

Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

**8. State Audits.**

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

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

**9. Government Data Practices.**

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

**10. Workers' Compensation.**

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

**11. Publicity and Endorsement.**

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

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

**12. Governing Law, Jurisdiction, and Venue.**

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

**13. Termination.**

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

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

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

**14. Data Disclosure.**

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

**15. Prevailing Wage.**

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

**16. Municipal Contracting Law.**

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

**17. Constitutional Compliance.**

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

**18. Signage.**

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

**19. Intellectual Property Rights.**

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

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

**Approved:**

**Wabasha SWCD**

**Board of Water and Soil Resources**

By: \_\_\_\_\_  
(print)

By: \_\_\_\_\_

\_\_\_\_\_  
(signature)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

## General Information

Organization: <b>Wabasha SWCD</b>	Contract Number: <b>19-Capacity-3</b>	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 <b>John Dose</b>	Address <b>32937 Territorial Rd Trl</b>	City/State <b>Lake City/MN</b>	Zip code <b>55041</b>
--	--	-----------------------------------	--------------------------

\* 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: <b>Lake</b>	Township No: <b>111</b>	Range No.: <b>12</b>	Section No. <b>6</b>	<b>1/4,1/4 NE, NW</b>
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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 3 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the land occupier who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

340 cover crops for 3 years installed by 11/1/19, 11/1/20, 11/1/21

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/1/19, 11/1/20, 11/1/21, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

## Applicant Signatures

The land occupier's signature indicates agreement to:

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

Date	Land Occupier <i>John H Dooc</i>
Date	Landowner, if different from applicant <i>Sharon S. Springer</i>
	Address, if different from applicant information: <i>36274 Co Rd 5 Lake City, Mn. 55041</i>

### Conservation Practice

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

Eligible Component Standard & Name  <b>340 Cover Crops</b>	Engineered Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate  <b>\$1,980.00</b>
	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 <i>9-20-19</i>	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
\$660.00	Capacity 2019	2019
\$660.00	Capacity 2019	2020
\$660.00	Capacity 2019	2020

Board Meeting Date <b>9/26/2019</b>	Authorized Signature	Total Amount Authorized <b>\$1,980.00</b>
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# FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

## General Information

Organization: <b>Wabasha SWCD</b>	Contract Number: <b>19-Capacity-5</b>	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 <b>Peter Wood</b>	Address <b>56272 225th Ave</b>	City/State <b>Plainview/MN</b>	Zip code <b>55964</b>
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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: <b>Highland</b>	Township No: <b>109</b>	Range No.: <b>11</b>	Section No. <b>34</b>	<b>1/4,1/4</b>
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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 3 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the land occupier who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:  

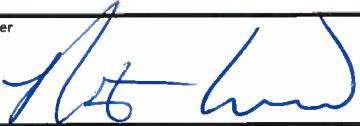
340 cover crops on 20 acres for 3 years installed by 11/1/19, 11/1/20, 11/1/21
5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/1/19, 11/1/20, 11/1/21, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

## Applicant Signatures

The land occupier's signature indicates agreement to:

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



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


### Conservation Practice

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

Eligible Component Standard & Name  <b>340 Cover Crops</b>	Engineered Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate  <b>\$1,800.00</b>
	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 <b>9-20-19</b>	Technical Assistance Provider 
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### Amount Authorized for Financial Assistance

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

Amount	Program Name	Fiscal Year
\$600.00	Capacity 2019	2019
\$600.00	Capacity 2019	2020
\$600.00	Capacity 2019	2020

Board Meeting Date <b>9/26/2019</b>	Authorized Signature	Total Amount Authorized <b>\$1,800.00</b>
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# FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

## General Information

Organization: <b>Wabasha SWCD</b>	Contract Number: <b>19-Capacity-4</b>	Other state or non-state funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Amendment <input type="checkbox"/> Board Meeting Date(s): <b>9-26-19</b>	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 <b>Bruce Wood</b>	Address <b>22062 Cty Rd 27</b>	City/State <b>Plainview/MN</b>	Zip code <b>55964</b>
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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: <b>Plainview</b>	Township No.: <b>108</b>	Range No.: <b>11</b>	Section No.: <b>2</b>	<b>1/4,1/4</b>
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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 3 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the land occupier who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

340 cover crops on 20 acres for 3 years installed by 11/1/19, 11/1/20, 11/1/21 25 to 9-4-19
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5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/1/19, 11/1/20, 11/1/21, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

## Applicant Signatures

The land occupier's signature indicates agreement to:

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

Date	Land Occupier <i>Richard Wood</i>
Date	Landowner, if different from applicant <i>Richard Wood</i>
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  <b>340 Cover Crops</b>	Engineered Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate <i>JW 2,250 9-4-19</i> <b>\$1,800.00</b>
	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 <i>9-20-19</i>	Technical Assistance Provider <i>Ma. Anne</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
<i>JW</i> <del>\$600.00</del> <i>750</i>	Capacity 2019	2019
<i>9-4-19</i> <del>\$600.00</del> <i>750</i>	Capacity 2019	2020
<del>\$600.00</del> <i>750</i>	Capacity 2019	2020

Board Meeting Date <b>9/26/2019</b>	Authorized Signature	Total Amount Authorized <del>\$1,800.00</del> <i>2,250.00</i> <i>JW 9-4-19</i>
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