

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](mailto:susan.cerwinske.wabashaswcd@gmail.com) or 651-560-2053

**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 –**

**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 2018

**VI. SECRETARY'S REPORT**

A. August 27, 2020 Meeting Minutes-**Board Action**

**VII. TREASURER'S REPORT:**

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

B. August 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. Cancel Jack Stamschror Contract 20-Capacity-2 for Cover Crops in the amount of \$2,700.00 – **Board Action**

**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**
- 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
- 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>
- 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**
- 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**
- 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**

- 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
  - b. Grant P21-2851 – 2021 Buffer Law (Wabasha SWCD) for \$17,200.00
- G. Approve Deborah Allan Contract 20-CWMA-6 in the amount of \$182.49 for 314 Brush Management – **Board Action**
- H. HR Committee Meeting -Discuss date for meeting – **Board Action**
- I. Approve Fred Keller Payment Voucher for Contract 20-Capacity-3 in the amount of \$12,646.15 for 412 Grassed Waterway – **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 2018

**Grant Title:** 2018 - SWCD Local Capacity Services (Wabasha SWCD)

**Grant ID:** P18-7145

**Organization:** Wabasha SWCD

Grant Revenue	Amount
Total Awarded	\$100,000.00

#### Grant Expenditures

Grant Activity Category	Amount
Technical/Engineering Assistance	\$51,697.64
Agricultural Practices	\$3,600.00
Administration/Coordination	\$19,677.36
Total Spent	\$74,975.00
Returned Amount	\$0.00
Balance Remaining	\$25,025.00
Percent Spent	75%

*This is to certify that the information is a true and accurate representation of the grant program accounts for the 2018 - SWCD Local Capacity Services (Wabasha SWCD)- Wabasha SWCD. We believe our records are complete and subject to an audit.*

SIGNATURE OF AUTHORIZED REPRESENTATIVE

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*

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

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**Wabasha Soil and Water Conservation  
District Regular Board Meeting  
August 27, 2020  
8:15 am  
County Annex Conference Room  
625 Jefferson Ave.**

- I. **CALL MEETING TO ORDER** – *Terry Helbig, Chair called meeting to order at 8:15 am*  
*Supervisors Present: Terry Helbig, Chair, Lynn Zabel, Co-Chair, Chuck Fick, Treasurer*  
*Staff Present: Terri Peters, District Manager, Matt Kempinger, District Technician and Henry Stelten, Ecological Technician*  
*Called in: Nate Arendt, Board Member, Rich Hall, County Commissioner, Phillis Brey, NRCS and Sue Cerwinske, Bookkeeper/Admin. Asst.*  
*Sharlene Klennert, Citizen*  
*Absent: Larry Theismann, Secretary*
- II. **PLEDGE OF ALLEGIANCE**
- III. **AGENDA** –  
*Motioned by Zabel and seconded by Fick to approve the agenda as presented with updates.*  
*Approved: Helbig, Zabel, Fick, Arendt*  
*Opposed: None*  
*Motion Carried*  
  
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. Winona County Planning and Environmental Services Invoice for FY2019 Southeast Minnesota Well Sealing Program 4/1/2020 – 6/30/2020 for \$1,000.00 (Well Sealing Completed and required documentation provided (Bronk Well Sealing reimbursement)  
***Motioned by Fick and seconded by Zabel to approve the Winona County Planning and Environmental Services Invoice for \$1,000.00 for FY19 SE MN Well Sealing Program reimbursement***  
***Approved: Helbig, Zabel, Fick, Arendt***  
***Opposed: None***  
***Motion Carried***

**VI. SECRETARY’S REPORT**

- A. July 23, 2020 Meeting Minutes-Board Action  
***Motioned by Fick and seconded by Zabel to approve the Secretary’s Report – July 23, 2020 Meeting Minutes***  
***Affirmative: Helbig, Zabel, Fick, Arendt***  
***Opposed: None***  
***Motion Carried***

**VII. TREASURER’S REPORT:**

- A. July Program Record--Board Action  
***Motioned by Zabel and seconded by Fick to approve the July Program Record***  
***Affirmative: Helbig, Zabel, Fick, Arendt***  
***Opposed: None***  
***Motion Carried***
- B. July District Financial Statements-Board Action  
***Motioned by Fick and seconded by Zabel to approve the July District Financial Statements***  
***Affirmative: Helbig, Zabel, Fick, Arendt***  
***Opposed: None***  
***Motion Carried***
- C. Program Funding Available for Cost Share – **Informational**

**VIII. PAYMENT OF MONTHLY BILLS**

- A. Monthly Bills in the amount of \$49,767.22-Board Action  
***Motioned by Zabel and seconded by Fick to approve payment of the monthly bills in the amount of \$49,767.22***  
***Affirmative: Helbig, Zabel, Fick, Arendt***  
***Opposed: None***  
***Motion Carried***

***\*\* Introduction of new employees – Matt Kempinger and Henry Stelten.***

**IX. DISTRICT REPORTS**

- A. Chair Report – Terry Helbig – **No Report**
- B. County Commissioner – Rich Hall  
***DNR looking at land by Kellogg. River encroaching property, it floods every year. Trying to get DNR to get it into game program. Was a hot topic. Jen Wahls emails. Haven’t heard anything about it for a while.***

- C. District Manager Report – Terri Peters  
*Reports in old business, programs working on Staff Training. Out in field – RIM Inspections. Henry/Terri attended grazing workshop at Tom Hunter's held by Sustainable Farming. Agri-Forestry. Flash graze during hot season. JPB Meeting 1W1P Staff interest in writing programs*
- D. NRCS Report – Phillis Brey – *Report handed to attendees All but one EQIP obligated, should get on 9-01. Writing CRP Plans. Bill working on surveying, designing and engineering waterways and five wetland determinations completed.*
- E. Keely Hansen – District Technician  
*Engineering projects with Chris Nelson to get to contract stage. Working on survey. File organization, tracking, project management*
- F. Matthew Kempinger – District Technician  
*Stream Monitoring, feedlot projects, filter strips and wetlands and RIM Inspections*
- G. Henry Stelten – Natural Resources Technician  
*RIM Inspections, help out NRCS and working with Hannah Dar at County*
- H. Sue Cerwinske – Bookkeeper/Admin. Asst. – *Report given*

**X. OLD BUSINESS**

- A. Update on office situation during COVID19 pandemic – Terri Peters  
*All employees coming into the office. Landowners by appointment. Doors are locked and desks are around 6 foot apart. Set up Zoom for meeting. Ordering sneeze guards for front counter and in front of Sue's desk where everyone passes by. Would like to look in to getting a TV on a cart with computer to take to break room and have zoom meetings. All employees could watch and see each other. Funding for COVID-19 expenses from Federal CARES Act. Get Brian at County a list of expenses.*
- B. Letter of Support – Protecting Working Forestlands in the Blufflands: Trout, Turkeys and Timber FY2021 Landscape Scale Restoration Competitive Process Request (Previously Board Approved), Letter for board signature and discussion on current status and plans – **Signature, Board Discussion**  
*Lynn Zabel attended meeting on this and reported that it was a disappointing discussion. People didn't understand it. Work with individual landowners to make timbers a better place for hunting. Quality timber, landowner manage for timber value. \$245,000 available. Lynn's opinion – "Seems like a good opportunity for our purpose. Make good use of the land." Local decision-options: add staff, train current staff to do plan writing, logger capacity development or maybe informational workshops for outside person that would like to do plan writing, maybe shared services. Decision would be made locally based on participant needs. BWSR staff working on application for us to US Forestry.*  
  
*Motioned by Zabel and seconded by Fick to approve signing the Letter of Support – Protecting Working Forestlands in the Blufflands; Trout, Turkeys and Timber FY2021 Landscape Scale Restoration Competitive Process Request*  
**Affirmative: Helbig, Zabel, Fick, Arendt**  
**Opposed: None**

***Motion Carried***

- C. Letter of Support to submit with Conservation Legacy Partners (CLP) Grant application – Mazeppa Creek Stream Restoration – Partnership with NRCS, Trout Unlimited, and SWCD on Dennis Post fishing easement site. – **Signature, Board Discussion**

***Partnership, started with landowners contacting our Office. Mazeppa Creek is steep and it is eroding. Fishing easement. Apply for EQIP through Trout Unlimited and they will pay JPB rate for Chris Nelson to survey, design project. Bigger stretch of stream. Stream is changing, moving away from where easement is funded. Pursuing CPL through DNR. Stabilizing project.***

***Motioned by Fick and seconded by Zabel to approve signing the Letter of Support to submit with Conservation Legacy Partners (CPL) Grant application – Mazeppa Creek Stream Restoration – Partnership with NRCS, Trout Unlimited and SWCD on Dennis Post fishing easement site.***

***Affirmative: Helbig, Zabel, Fick, Arendt***

***Opposed: None***

***Motion Carried***

- D. Zumbro 1W1P Update  
***Planning work group has been meeting and establishing priorities and Capacity. Don Springer, representing Wabasha County Board. Policy committee needs to decide how to go forward as a group and make decisions together to implement. Options were covered***
- E. Mississippi River – Winona/La Crescent 1W1P Update  
***Agreed to participate in. Looks like it will be approved by BWSR to begin planning process at their next meeting. All of Wabasha County will be included in a 1W1P process.***
- F. North Fork Zumbro at Mazeppa Status Update **Project engineering phase nearly completed and hope to release RFP for construction phase by the end of the year.**
- G. Gorman Creek Status Update  
***Fiscal agent and administer. Proposal for engineer services. Bring landowners together to let them know what is going on. Plan for getting RFP out for engineering services going forward***
- H. MPCA Stream Monitoring, Mississippi Winona/La Crescent Status Update  
***All new staff trained. Matt will be primary for this project. 2 more stream monitoring days in September to finish and will start up next season in May. 3-year process of collecting data***
- I. 319 Focus Small Watershed (West Indian Creek) Status Update  
***Previously selected for focus small watershed. Planning has been happening using the Plan 9 Stepping process since the beginning of the year. The Plan should hopefully be done end of this month. Implementation table. Next year will apply for funding. Funding cycle for 16 years. Work plan after funding. Next summer start implementation. Outreach done and educational workshops***



- J. Whitewater JPB Cover Crop Grant Update  
*Signed agreement last month. Updated on phone with partners. \$5,000.00 available for technical services and Whitewater JPB has further funds for contracting for cover crops with landowners available to participating counties as requested. Keely did newspaper article. Jen planning to work with Keely on weekend to go over cover crop contracts. Get connected with some landowners. Need to have plans for planting, deadlines. Another part of grant is for updating septic systems that are failing, non-compliant. More for County to do. They need to be really failing and for low income.*
- K. SE Well Sealing Grant Update  
*Jen had most of this money obligated for cover crops. \$1,324 cover crop money left.*
- L. Fillmore Drinking Water Protection Grant Update  
*Nutrient management. Change sub-agreement to Sara West, for shared services. Sent list of who they worked with in Wabasha County.*
- M. Cost Share Waiting List Update  
*Landowner projects didn't make it into EQIP. SWCD has list of projects waiting for funding, approximately \$60,000 currently. We are tracking. Piggy-back funding on some projects currently and looking for more opportunities for that. Little bit of Capacity left if Work Plan stays the same. Going into 2021 there will be opportunities for others that we can help.*
- N. Conservation Farmer of the Year - Board Discussion  
*Discussed Charles Schmit for Conservation Farmer of the Year. Land in CRP and contour strips. Proud of his maintenance of conservation practices. Motioned by Arendt and seconded by Fick to approve Charles Schmit as Conservation Farmer of the Year for Wabasha County. Affirmative: Helbig, Zabel, Fick, Arendt Opposed: None Motion Carried*
- O. Woodland Manager of the Year – Board Discussion  
*Discussed Ed Bauman for Woodland Manager of the Year. Sets guidelines for renter to keep conservation practices that have been done. Recognize at Forestry Days. Motioned by Arendt and seconded by Fick to approve Ed Bauman as Woodland Manager of the Year for Wabasha County. Affirmative: Helbig, Zabel, Fick, Arendt Opposed: None Motion Carried*

**Note:** Interviews need to be done for Newspaper articles recognizing our suggestion for these farmers doing outstanding jobs in conservation. Will need to find a way of recognizing them on our own because there will be no in-person format for the State Convention this year.

**XI. NEW BUSINESS**

- A. Approve Dan Young Contract 19-Capacity-10 for \$4,388.93 for Travel Lanes & Livestock Watering System – **Board Action**  
*(Practice Standards – Heavy Use Protection (561) Trails & Walkways (575) Critical Area Planting (342) Watering Facility (614))*  
**Motioned by Fick and seconded by Zabel to approve Dan Young Contract 19-Capacity-10 for \$4,288.93 for Travel Lanes & Livestock Watering System.**  
**Affirmative: Helbig, Zabel, Fick, Arendt**  
**Opposed: None**  
**Motion Carried**
- B. Approve Rollie Schumacher Contract 18-Capacity-6 for \$10,725.00 for 412 Grassed Waterway (NRCS Practice Standard) – **Board Action**  
**Motioned by Zabel and seconded by Fick to approve Rollie Schumacher Contract 18-Capacity-6 for \$10,725.00 for 412 Grassed Waterway (NRCS Practice Standard)**  
**Affirmative: Helbig, Zabel, Fick, Arendt**  
**Opposed: None**  
**Motion Carried**
- C. Approve Fred Keller Contract 20-Capacity-3 for \$15,211.50 for 412 Grassed Waterway (NRCS Practice Standard) – **Board Action**  
**Motioned by Fick and seconded by Zabel to approve Fred Keller Contract 20-Capacity-3 for \$15,211.50 for 412 Grassed Waterway (NRCS Practice Standard)**  
**Affirmative: Helbig, Zabel, Fick, Arendt**  
**Opposed: None**  
**Motion Carried**
- D. Approve Payment Voucher for Tom Miller Contract 20-CS-3 in the amount of \$1,093.44 for 412 Grassed Waterway – **Board Action**  
**Motioned by Fick and seconded by Arendt to approve Payment Voucher for Tom Miller Contract 20-CS-3 in the amount of \$1,093.44 for 412 Grassed Waterway**  
**Affirmative: Helbig, Zabel, Fick, Arendt**  
**Opposed: None**  
**Motion Carried**
- E. Staff Assignments and Training Plans – **Discussion**  
**Henry – NFWF, overall planning with landowners, RIM Mgmt check**  
**Matt – Wetland Conservation, Small feedlots. Sites to look at with BWSR.**  
**Keely – Technical Survey Design, Organize Projects, Cover Crops, Drone**  
**FAA Test Friday**  
**All interested in survey design. Not on Federal System yet.**
- F. Approval for Terri to have authority to sign any New Cover Crops or Well Sealing Contracts coming in – **Board Action**  
**Time sensitive programs. Flexibility to get contracts done.**

***Resolution beginning of 2021 for Terri to sign cover crop and well sealing contracts***

***Motioned by Fick and seconded by Zabel to approve authority for District Manager to sign any new Cover Crops or Well Sealing Contracts coming in through the end of the year 2020.***

***Affirmative: Helbig, Zabel, Fick, Arendt***

***Opposed: None***

***Motion Carried***

- G. Approve Contract Amendment #2 for Steve McNallan for 17-CAP-WS-13  
Expiration date from 8/30/2020 to 11/30/2020 with original amount staying at \$1,000.00 – **Board Action**

***Motioned by Zabel and seconded by Fick to approve Contract Amendment #2 for Steve McNallan for 17-CAP-WS-13. Expiration date from 8/30/2020 to 11/30/20 with original amount staying at \$1,000.00***

***Affirmative: Helbig, Zabel, Fick, Arendt***

***Opposed: None***

***Motion Carried***

- H. Approve Frank Brand Contract 19-319FL-1 in the amount of \$15,000.00  
Feedlot VII Cost Share Assistance (Cost Share 50% up to \$15,000.00) – **Board Action**

***Motioned by Fick and seconded by Zabel to approve Frank Brand Contract 19-319FL-1 in the amount of \$15,000.00 Feedlot VII Cost Share Assistance (Cost Share 50% up to \$15,000.00)***

***Affirmative: Helbig, Zabel, Fick, Arendt***

***Opposed: None***

***Motion Carried***

- I. Approve Diane McNallan Contract Amendment for 18-CS-2. Updated Contract number from 18-CS-2, & 19-CS-1 to 18-CS-2 Expiration Date from 11/30/2019 to 10/31/2020 with amount change from \$11,971.88 to \$14,171.88 -**Board Action**

***Cost more than anticipated***

***Motioned by Zabel and seconded by Fick to approve Diane McNallan Amendment for 18-CS-2. Updated Contract number from 18-CS-2 & 19-CS-1 to 18-CS-2. Expiration date from 11/30/2019 to 10/31/2020 with amount changed from \$11,971.88 to \$14,171.88***

***Affirmative: Helbig, Zabel, Fick, Arendt***

***Opposed: None***

***Motion Carried***

- J. Approve Payment Voucher for Diane McNallan Contract 18-CS-2 in the amount of \$14,171.88 – **Board Action**

***Motioned by Fick and seconded by Zabel to approve Payment Voucher for Diane McNallan, Contract 18-CS-2 in the amount of \$14,171.88***

***Affirmative: Helbig, Zabel, Fick, Arendt***

***Opposed: None***

***Motion Carried***

**XII. Upcoming Events:**

A.

**XIII. Board Reports**

A. WW – Lynn Zabel

*Using same auditor.*

B. Zumbro 1W1P- Larry Theismann

C. SE SWCD Technical Support JPB – Larry Theismann

*Glen Roberson administering the grant. Meeting mostly on JPB funding shortfall and resolving that. Raising dues to districts participating. Meeting with area engineers to go over projects we can help with. NACD grant we have and will be administering. \$100,000 for JPB staff and to use for EQIP and CSP Technical Assistance. Pay for some of Sue's time to work with Phillis on CSP. Meeting with NRCS engineer and JPB staff to go over what we will need to report. Other projects that can be funded.*

D. County Board Meeting – Terry Helbig

**\*\* Darrin Thompson came into meeting to discuss a well sealing situation.**

**Well is not easy one. Going back and forth with state. Concrete already poured in the well. Equipment problem getting up to the well. Investigation to see if poured enough and sealed. Need contractor to come in and see what we can or can't do. Find somebody that can do this project. Is it sealed correctly or does it need to be drilled-out. Drill to see how deep the concrete is or excavator to dig trench and see how deep. Expensive, not a smooth project. Program SWCD has would only cover \$1,000.00 and expires 11/30/2020 and we would need records from Well-Sealers and Dept of Health. Landowner will need to make a decision.**

**XIV. Adjourn –Board Action**

**Motioned by Fick and seconded by Zabel to adjourn meeting at 10:06 AM**

**Affirmative: Helbig, Zabel, Fick, Arendt**

**Opposed: None**

**Motion Carried**

**Respectfully Submitted**

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**Larry Theismann, Secretary**

Wabasha Soil and Water Conservation District  
**Cash Balances**  
As of August 31, 2020

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	Aug 31, 20
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Money Market- Bank of Alma	15,179.51
Money Market WNB Financial	7,385.49
Peoples State Bank Money Market	420,696.33
Petty Cash	159.16
WNB Financial	17,958.37
<b>Total Checking/Savings</b>	461,378.86
<b>Total Current Assets</b>	461,378.86
<b>TOTAL ASSETS</b>	<b>461,378.86</b>
<b>LIABILITIES &amp; EQUITY</b>	0.00

## Wabasha Soil and Water Conservation District

## Balance Sheet

As of August 31, 2020

Aug 31, 20

## ASSETS

## Current Assets

## Checking/Savings

Money Market- Bank of Alma	15,179.51
Money Market WNB Financial	7,385.49
Peoples State Bank Money Market	420,696.33
Petty Cash	159.16
WNB Financial	17,958.37

Total Checking/Savings 461,378.86

## Accounts Receivable

11000 · Accounts Receivable 9.00

Total Accounts Receivable 9.00

Total Current Assets 461,387.86

## 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 490,218.72**

## LIABILITIES &amp; EQUITY

## Liabilities

## Current Liabilities

## Accounts Payable

20000 · Accounts Payable 10,617.77

Total Accounts Payable 10,617.77

## Other Current Liabilities

Allowance for Unemployment Reim 1,581.86

## Deferred Revenue

AIS	79,491.47
FY18 Capacity	22,625.00
FY18 Cost Share	1,724.31
FY18 CWMA	1,701.96
FY19 Buffer Initiative	10,557.83
FY19 Capacity	23,090.55
FY19 Cost Share	12,320.80
FY20 Buffer Initiative	19,721.42
FY20 Capacity	79,102.16
FY20 CWMA	12,262.78
FY20 Easement Delivery	1,450.00
FY20 State Cost share	7,617.70
FY20 WCA	8,983.95
FY20 Well Seal Grant	20,535.31
FY21 Conservation Delivery	19,619.00
FY21 State Cost Share	15,401.00
Izaak Walton League	584.98

Total Deferred Revenue 336,790.22

24000 · Payroll Liabilities 1,194.71

**Balance Sheet**As of August 31, 2020

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	Aug 31, 20
25500 · Sales Tax Payable	513.43
Total Other Current Liabilities	340,080.22
Total Current Liabilities	350,697.99
Total Liabilities	350,697.99
Equity	
Fund Balance- Restatement	47,943.10
Fund Balance Designated	31,903.30
Investment in Capital Assets	27,866.93
30000 · Opening Balance Equity	649.89
32000 · Owners Equity	160,647.87
Net Income	-129,490.36
Total Equity	139,520.73
TOTAL LIABILITIES & EQUITY	<u>490,218.72</u>

# Wabasha Soil and Water Conservation District

## Profit & Loss

### August 2020

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	Aug 20
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Charges for Services	
2020 MPCA SWAG MWL	2,506.46
Plat Book Sales	35.02
<b>Total Charges for Services</b>	2,541.48
Intergovernmental Revenues	
County	
County Regular Allocation	773.72
<b>Total County</b>	773.72
Partners Grants	
2020 Mazeppa Creek	3,543.28
<b>Total Partners Grants</b>	3,543.28
State	
FY18 CREP	38.00
FY19 Well Sealing Grant	-1,000.00
MAWQCP	10,957.31
<b>Total State</b>	9,995.31
<b>Total Intergovernmental Revenues</b>	14,312.31
<b>Total Income</b>	16,853.79
<b>Gross Profit</b>	16,853.79
<b>Expense</b>	
District Operations	
Other Services and Charges	
Advertising Expense	305.18
Building Rent	920.43
Education and Information	10.00
Employee Education and Training	0.00
Fees and Dues	81.53
Internet Expense	70.95
Subs. and Pubs.	1.23
Vehicle Expenses	
Chevrolet Silverado Vehicle Exp	22.03
Hyundia Tucson Vehicle Expense	30.51
<b>Total Vehicle Expenses</b>	52.54
<b>Total Other Services and Charges</b>	1,441.86
Personnel Services	
Employee Salary Permanent	14,693.48
Employer HSA contributions	0.00
Employer Life and Health	
66000 - Payroll Expenses	3,098.59
Employer Life and Health - Other	11.00
<b>Total Employer Life and Health</b>	3,109.59
Employer Share FICA	945.38
Employer Share Medicare	221.10
Employer Share PERA	1,142.77
<b>Total Personnel Services</b>	20,112.32
Supplies	
Field Supplies	125.45
<b>Total Supplies</b>	125.45
<b>Total District Operations</b>	21,679.63
Project Expenditures	
Partners Grants	



**Wabasha Soil and Water Conservation District**  
**Profit & Loss**  
**August 2020**

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	Aug 20
2020 Mazeppa Creek	3,599.98
Total Partners Grants	3,599.98
State	
FY20 MPCA SWAG MWL	49.13
MAWQCP Administration	10,957.31
North Fork Zumbro-Mazeppa	14,616.42
State Cost Share Proj. Expense	
FY18 State Cost Share	14,171.88
FY20 State Cost Share Grant Exp	1,093.44
Total State Cost Share Proj. Expense	15,265.32
Total State	40,888.18
Total Project Expenditures	44,488.16
Total Expense	66,167.79
Net Ordinary Income	-49,314.00
Other Income/Expense	
Other Income	
Interest Income	
Interest Earnings MM's	245.35
Total Interest Income	245.35
Total Other Income	245.35
Net Other Income	245.35
Net Income	<u>-49,068.65</u>

## **District Conservationist Report**

**September 24, 2020**

Submitted by

**Phillis Brey**

### **CRP (Conservation Reserve Program)**

- 18 new continuous & general CRP plans written, and producer signed
- 32 re-enrolled CRP plans written, and producer signed
- 59 CRP status reviews completed by Matt and Henry signed and returned to FSA
- 17 CRP requiring technical assistance before expiration
- 2 CP3A's need status review completed

### **CSP (Conservation Stewardship Program)**

- 20 CSP contracts need to be paid before 11/6/2020
- 3 CSP payment requests scheduled for 1/2021
- 3 CSP modifications need to be completed

### **Engineering (Survey & Design)**

- Waiting for crops to come off to begin fall construction.
- Designing previously surveyed projects.
- All completed projects are paid

### **EQIP (Environmental Quality Incentive Program)**

- 25 EQIP 2020 applications ranked and scored
- 12 contracts approved
- 1 Trout Unlimited, 2 grazing, 1 energy audit, 3 CAP 102 (nutrient management), 1 Forest, 4 engineering,

### **RCPP-EQIP (Regional Conservation Partnership Program)**

- 4 RCPP EQIP 2020 applications received
- 1 approved

### **Compliance Plans**

- 2 HEL determinations completed
- 5 Certified wetland determinations completed
- 2 HEL plans completed

### **Training & Meetings**

- SWCD Board Meeting Teleconference 9/24/2020

# Monthly Report- September

Keely Hansen

## Training

- Surveyed Fred Keller's (412) with Chris Nelson
- Assisted Chris Nelson at Jay and Ben Currier Feedlot (319) in Olmsted Co
- Drone photography training at Russel Fenske and Fred Keller's
- Cover crop (340) training with Dean Thomas at Mike Rahman's and White Barn Acres locations
- BuffCAT and MN Buffer Law training with Kevin Roth
- Buffer Law training review with Bill-NRCS for previous violations

## Projects

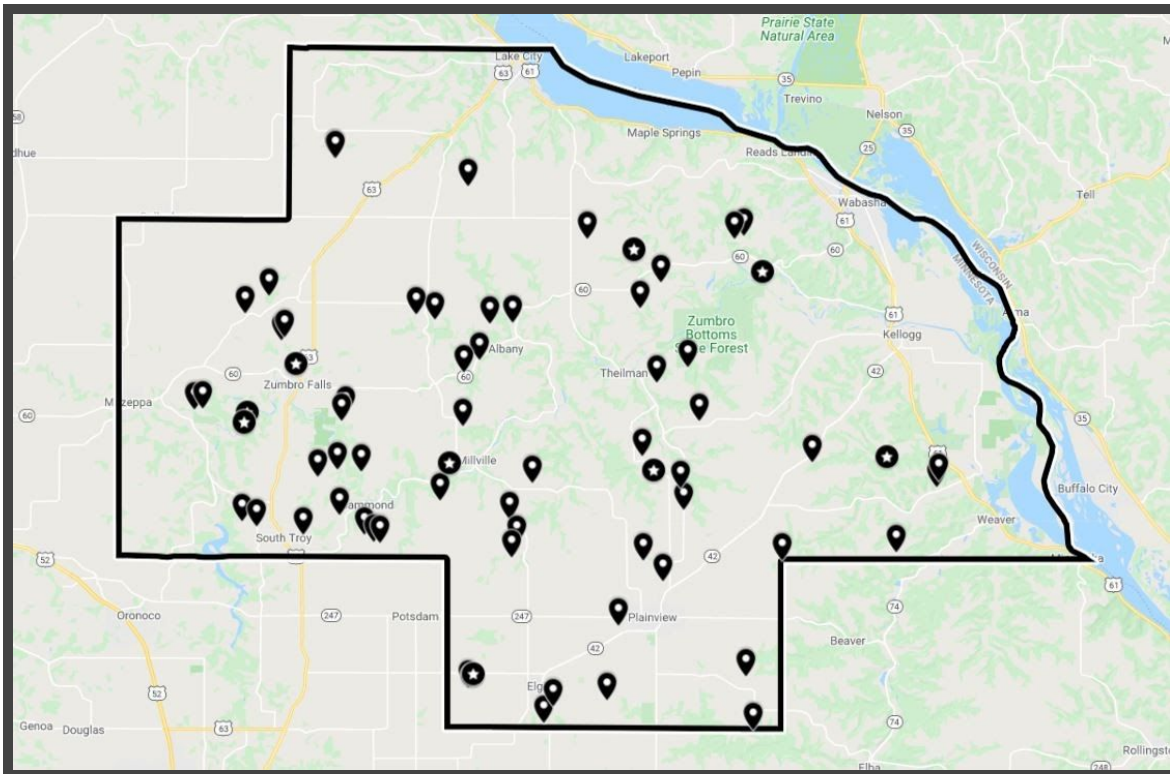
- All cover crops (16 total), 1 cancelled contract, 1 completed (pending signature)
- Fred Keller Waterway (412)
- Cover Crop outreach in Whitewater River Watershed, flyer and newsletter
- Meeting outreach for N. Fork Zumbro-Mezzepa Channel restoration, flyer

## Other

- IDP Training
- Vehicle Oil Change
- Website bio

## Matt Kempinger September 2020 Work Summary

Due to a September 18th deadline a majority of my time since the last Board meeting was spent completing Conservation Reserve Program (CRP) status reviews for contracts set to expire 2022. Through this work I was able to be a great help to the NRCS while at the same time learning hands on the various conservation cover practices and how they are implemented in our area of the country. These reviews included grassed waterways, filter strips, buffers, contours, and native and introduced cover for highly erodible land. It was convenient and efficient to tag on annual Reinvest In Minnesota (RIM) inspections to this work load. I have included a map overviewing all the sites visited this past months, which shows how abundant and widespread this work was.



In addition to CRP and RIM work I have been able to guide several landowners through the process of applying for the Minnesota Agricultural Water Quality Certification Program (MAWQCP). Some of these were related to ongoing projects that I have been able to assist the assisting area engineers in surveying and design brainstorming. The projects I have been most involved with have been small feedlot fixes, involving clean water diversions, grade stabilization structures, filter strips, and manure storage basins. Through these projects I have been learning about tools to calculate feedlot water quality implications and manure management planning.

The last major focus of my work has been on Wetland Conservation Act (WCA) administration where there have been 3 new applications and decisions made in our area this past month. I am the Local Governing Unit (LUG) point of contact now going forward for these situations.

HENRY:

Since the August meeting I, alongside Matt, have been mostly occupied with RIM inspections and assisting NRCS with CRP checks. We conducted 10 RIM inspections and almost 60 CRP checks and have been working through the paperwork process for those. I have worked with Terri on completing a few cost-share contracts and have otherwise been in communication with a number of landowners on projects ranging from brush management and invasive species to erosion issues. Lately, some of my time has been spent working with Terri and others to prepare for the 9/28 public meeting for the North Fork Zumbro Project in Mazeppa and learning about cover crops and seeding plans with Dean Thomas. With CRP and RIM mostly behind us, I will be partnering more with Keely to assist her with buffers and cover-crop related tasks and continue working with landowners on on-going resource concerns. I have been filling gaps in my schedule with Tech Talks and other online learning materials as much as possible and look forward to BWSR Academy trainings coming up in October.



*Left: Henry checking for invasive species at a RIM site. Right: Object found potentially in RIM boundary documented for verification.*

# FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

## General Information

Organization: <b>Wabasha SWCD</b>	Contract Number: <b>2020-Capacity-2</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 checked="" type="checkbox"/> Board Meeting Date(s): <b>9/24/2020</b>
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\* If a contract amended, attach amendment form(s) to this contract.

## Applicant

Land Occupier Name <b>Jack Stamschror</b>	Address <b>58374 Hwy 42</b>	City/State <b>Kellogg</b>	Zip code <b>55945</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>Watopa</b>	Township No: <b>109</b>	Range No.: <b>10</b>	Section No. <b>19</b>	<b>1/4,1/4</b>
---------------------------------	----------------------------	-------------------------	--------------------------	----------------

## 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 30 acres for 3 years installed by 10/1/20, 10/1/21, 10/1/22**
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 10/1/20, 10/1/21, 10/1/22, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

## Applicant Signatures

The land occupier's signature indicates agreement to:

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

Date 2-11/20	Land Occupier Jack Stanschro
Date 2-11-20	Landowner, if different from applicant Amy Stanschro - Taylor
Address, if different from applicant information: 58398 203rd Ave Plainview, Mn 55964	

### Conservation Practice

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

Eligible Component Standard & Name  340 Cover Crops	Engineered Practice: <input type="checkbox"/> YES <input 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 2-11-2020	Technical Assistance Provider J Wahls AA3
-------------------	--

### 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
<del>2700</del> \$900.00	Capacity 2020	2020
<del>2</del> \$900.00	Capacity 2020	<del>2021</del> 2021
<del>2</del> \$900.00	Capacity 2020	<del>2022</del> 2022

Board Meeting Date 2/27/2020	Authorized Signature 	Total Amount Authorized \$2,700.00
---------------------------------	--------------------------	---------------------------------------



# PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

## PAYEE AND COST INFORMATION

Name: Gareth Hagar Contract No.: 19-Capacity-2

Address: 1091 East Ave

City, State, Zip: Zumbrota, MN

Total Amount Authorized: \$845.70 % Approved: 75% (state) 75% (state & non-state)

(from contract)

Item	Quantity	Unit	Unit Price	Cost
GRADE STABILIZATION/SEDIMENT BASIN CONSTRUCTION				\$11,145.00
DRAGGING 3X/SEEDING/CULTIPACKING/PINE STRAW	8	HRS	\$40.00	\$320.00
LABOR SEEDING/LAYING PINE STRAW	4	HRS	\$20.00	\$80.00
DISKING/DRAGGING BORROW AREA				\$80.00
FINAL DISKING/DRAGGING/CULTIPACKING				\$60.00
RENT FOR SEEDER AND SEEDER OPERATOR				\$60.00
GRADE STABILIZATION SEED	2	BAGS	\$123.48	\$246.96
HEALTHI STRAW/ PINE STRAW	4	BAGS	\$7.14	\$28.56
HEALTHI STRAW/ PINE STRAW	3	BAGS	\$6.65	\$19.95
CP25 SEED/ SHOOTING STAR	2	ACRE	\$100.00	\$200.00

PROJECT COST: \$12,240.47

## PAYMENT AND CERTIFICATION INFORMATION

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

B. Total cost of practice to date: \$12,240.00

C. Eligible amount (total cost x % approved): \$845.70 (state) \$9,180.00 (75% total project cost)

D. Total other state payment amount: \$0.00 \$8,425.70 (state + EQIP)

E. Total non-state payment amount: \$0.00 \$7,580.00 (EQIP Total)

F. Total previous partial payments: \$0.00 7576.94

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

H. Maximum payment amount: \$845.70

Pre-Con.Cover Ac.	Rate/Ac.

Amount Approved for This Voucher:

\$845.70

(cannot exceed Total Amount Authorized)

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

Payee Signature

Date

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

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

SEE REFERENCE TO FINAL DESIGN COMPLETED BY CHARLIE BLACKBURN RCPP-EQIP 2018 826322191T1

Technical Assistance Provider

Administrative Sign-off

Date

Date





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

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## Tonneau Cover for 2019 Chevrolet Silverado

2 messages

---

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

Wed, Sep 9, 2020 at 1:07 PM

Hi

I would like a quote for a tonneau cover for our  
2019 Chevrolet Silverado (4 dr) Bed 6.5'

Thank you,

Sue Cerwinske  
Bookkeeper/Admin. Asst.  
Wabasha SWCD  
611 Broadway Ave. Ste 10  
Wabasha, MN 55981  
651-560-2053

---

Proline Automotive <prolinewi@aol.com>  
Reply-To: Proline Automotive <prolinewi@aol.com>  
To: "susan.cerwinske.wabashaswcd@gmail.com" <susan.cerwinske.wabashaswcd@gmail.com>

Wed, Sep 9, 2020 at 1:19 PM

<https://truxedo.com/lopro/>

Hi Sue,

The roll up Truxedo LoPro is what we like as it is lifetime warranted, self adjusting and the cover is an awesome material that is very hard to get into. Please click the link above to see their website.

We are at \$430 for the cover and \$10 for installation, so \$440 + tax.

We normally stock the cover for your truck, so let me know if you want me to check our stock. It only takes about 15 minutes for installation so you could just wait while we install it.

If you want a fiberglass, hard tonneau cover that is painted to match, we do those too.

Thank you!

Stephanie & John

Proline Automotive  
1639 Bainbridge St.  
La Crosse, WI 54603  
(French Island, exit #2 on I90, then right at the stop sign on off ramp. One mile on same road and on the right.)

608-782-2776

[Quoted text hidden]



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

---

## Tonneau Cover for 2019 Chevrolet Silverado

2 messages

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

Wed, Sep 9, 2020 at 1:06 PM

To: midwestoffroad@centurytel.net

Hi,

I would like a quote for a Tonneau Cover for our  
2019 Chevrolet Silverado (4 door) 6.5 ft bed.

Thank you,

Sue Cerwinske  
Bookkeeper/Admin. Asst.  
Wabasha SWCD  
611 Broadway Ave. Ste 10  
Wabasha, MN 55981  
651-560-2053

---

midwestoffroad@centurytel.net <midwestoffroad@centurytel.net>

Wed, Sep 9, 2020 at 4:12 PM

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

LoPro Truedo \$440 installed Probably in stock can do on a drive in basis.Greg

---

**From:** "Susan Cerwinske" <susan.cerwinske.wabashaswcd@gmail.com>

**To:** "midwestoffroad" <midwestoffroad@centurytel.net>

**Sent:** Wednesday, September 9, 2020 1:06:22 PM

**Subject:** Tonneau Cover for 2019 Chevrolet Silverado

[Quoted text hidden]

## DESCRIPTION

A sleek, low-profile design is the signature of the Lo Pro. Heavy-duty construction and the patented automatic tension control keeps the cover looking great in any weather condition. The Lo Pro mounts inside the rails of the truck bed, providing full access to stake pocket holes for use with additional accessories. Stylish design, simple functionality, and durable bed protection are what make the Lo Pro North America's #1 selling roll-up truck bed cover. The Lo Pro is made in the USA and is backed with a Lifetime warranty. Still, have questions? Visit our [FAQ section](#) to learn more.

## FEATURES

- Signature Low Profile Design - Sitting only 3/4" above the truck bed, Lo Pro doesn't distract but enhances your truck's overall appearance.
- Quick-Release System - The entire cover can be removed in seconds, without tools, providing true 100% full bed access.
- Automatic Tension Control - Patented design allows the cover to maintain a tight fit and great looks in extreme temperatures and all weather conditions.
- Industrial Grade Leather Grain - Made of the highest quality material, this tear resistant fabric is constructed to help protect your cargo from the harshest of elements.
- Simple Operation Anodized single trigger latch requires only one finger to open the cover. The cover can be easily removed, without tools, providing true 100% full bed access. Roll the cover closed with ease to securely store and secure your cargo.

# WARRANTY

TruXedo, Inc. warrants that all new products are free from defects in material and workmanship. This warranty is effective if the product is properly installed and used for the purpose intended and applies to the original buyer only. TruXedo, Inc.'s obligation under this warranty is limited to the repair, or at its option, replacement of any part returned, transportation prepaid, to TruXedo, Inc., Yankton, SD, if the product is, in our judgment, defective. To view the full registry statement and register your product visit our [Warranty Registration](#) page.

## WARRANTY POLICY & REGISTRATION

TruXedo warrants that all new, unused products are free from defects in material and workmanship for the length of its warranty from the retail date of purchase. Proof of purchase is required and warranty is nontransferable and is valid to the original purchaser only. This Warranty is effective if the product is properly installed and used for the purpose intended for the life of the product. TruXedo's obligation under this Warranty is limited to repairing, or at its option, replacing any part that is returned, transportation prepaid, to TruXedo, Yankton, South Dakota, if the product is, in our judgment, defective. All materials must be accompanied by an RMA (Returned Material Authorization) number requested by and authorized in advance of returning the materials. TruXedo shall not be liable or responsible to supply or pay labor to replace any part found defective, nor shall it be liable for any damages of any kind or nature to person, product, or property.

There are no Warranties for used products or products that have been repaired, altered, modified, subjected to misuse, negligence, accident or ordinary wear and tear. Limitations may apply to logo screen printing. Call 1-877-878-9336 for complete details.

<b>TruXedo Product</b>	<b>Warranty Period</b>
Sentry	3 years
Sentry CT	3 years
PRO X15	Lifetime
Lo Pro	Lifetime
TruXport	5 Year
Deuce	Lifetime
Edge	5 Year
TonneauMate	2 Year

TruXedo products are sold without any express warranty except as set forth above. TruXedo is not obligated to honor warranty claims if Genuine TruXedo parts are not utilized

TruXedo and TruXport tonneau covers purchased through an authorized dealer are eligible for the full manufacturer's warranty. Anyone who purchases product(s) through eBay or other unauthorized internet sites should be aware that they may be buying used, defective, or incomplete product(s) and that the product(s) purchased may not be covered under warranty.



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

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## Tonneau Quote

1 message

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Jim Miller <jim@truckinamerica.com>  
Reply-To: jim@truckinamerica.com  
To: susan.cerwinske.wabashaswcd@gmail.com

Wed, Sep 16, 2020 at 5:17 PM

Susan,

I sent you a quote for both the Access Lorado and the TruXedo LoPro. The Access has a 5 year warranty and the TruXedo has a lifetime warranty. I should have either on hand.

**Jim Miller**



4720 Hwy. 52 N.  
Rochester, MN 55901

507 285-9855  
[Jim@TruckinAmerica.Com](mailto:Jim@TruckinAmerica.Com)  
[www.TruckinAmerica.Com](http://www.TruckinAmerica.Com)

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**Wabasha SWCD 2.pdf**  
79K

TRUCKIN' AMERICA  
4720 HWY 52 NORTH  
ROCHESTER, MN 55901  
507 285-9855

QUOTE

560-2053

Wabasha SWCD (651)

Susan

611 Broadway Ave

Wabasha, MN 55981

DATE  
Sep 16, 2020

TIME  
14:17

QUOTE #  
10191

PAGE  
1

SALES PERSON  
82

\*\*\*\*\*Customer Quote / Valid For 30 Days\*\*\*\*\*

PRODUCT	DESCRIPTION	QUANTITY	PRICE	EXTENDED
'19 Chevy 1500 LD 6.5'		0.0	0.0000	0.00
Item #	AA			
TruXedo LoPro 572001		1.0	499.9500	499.95
Item #	TC-T-LP-CK14.1			
Install Access Cover		1.0	60.0000	60.00
Item #	LABOR-TO-01			
Environment/Shop Fee		1.0	4.7500	4.75
Item #	LABOR-AA-01*			

\*\*\*\*\*QUOTE VALID 30 DAYS\*\*\*\*\*

\*\*\*\*I HAVE EXAMINED THE ABOVE INFORMATION, VEHICLE MAKE, MODEL, COLOR, AND SPECIFICATIONS AND FIND IT CORRECT FOR PURPOSES OF CUSTOM ORDERED PRODUCT.  
\*\*\*\*BED ACCESSORIES (CAPS, LIDS, RAILS) MAY/WILL PERMANENTLY ALTER TRUCK RAILS.  
\*\*\*\*ANY INCORRECT INFORMATION WILL BE THE SOLE RESPONSIBILITY OF THE UNDER SIGNED, AND SUBJECT TO ALL RESTOCKING/NON-REFUNDABLE COSTS INCURRED\*\*\*\*\*

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Thanks for Shopping at TRUCKIN' AMERICA  
your "ONE-STOP TRUCK SHOP"

SUB	TOTAL	564.70
	TAX	45.89
QUOTED	TOTAL	610.59

A MINIMUM 20% RESTOCKING FEE ON ALL NON-STOCKING SPECIAL ORDER RETURNS.

TRUCKIN' AMERICA  
4720 HWY 52 NORTH  
ROCHESTER, MN 55901  
507 285-9855

QUOTE

560-2053

Wabasha SWCD (651)

Susan

611 Broadway Ave

Wabasha, MN 55981

DATE  
Sep 16, 2020

TIME  
14:17

QUOTE #  
10191

PAGE  
1

SALES PERSON  
82

\*\*\*\*\*Customer Quote / Valid For 30 Days\*\*\*\*\*

PRODUCT	DESCRIPTION	QUANTITY	PRICE	EXTENDED
'19 Chevy 1500 LD 6.5'		0.0	0.0000	0.00
Item #	AA			
Access Lorado 42329		1.0	459.9900	459.99
Item #	TC-FR-CKSB14			
Install Access Cover		1.0	60.0000	60.00
Item #	LABOR-TO-01			
Environment/Shop Fee		1.0	4.7500	4.75
Item #	LABOR-AA-01*			

\*\*\*\*\*QUOTE VALID 30 DAYS\*\*\*\*\*

\*\*\*\*I HAVE EXAMINED THE ABOVE INFORMATION, VEHICLE MAKE, MODEL, COLOR, AND SPECIFICATIONS AND FIND IT CORRECT FOR PURPOSES OF CUSTOM ORDERED PRODUCT.  
\*\*\*\*BED ACCESSORIES (CAPS, LIDS, RAILS) MAY/WILL PERMANENTLY ALTER TRUCK RAILS.  
\*\*\*\*ANY INCORRECT INFORMATION WILL BE THE SOLE RESPONSIBILITY OF THE UNDER SIGNED, AND SUBJECT TO ALL RESTOCKING/NON-REFUNDABLE COSTS INCURRED\*\*\*\*\*

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Thanks for Shopping at TRUCKIN' AMERICA  
your "ONE-STOP TRUCK SHOP"

SUB	TOTAL	524.74
	TAX	42.64
QUOTED	TOTAL	567.38

A MINIMUM 20% RESTOCKING FEE ON ALL NON-STOCKING SPECIAL ORDER RETURNS.



**FY 2021 STATE OF MINNESOTA  
BOARD OF WATER and SOIL RESOURCES  
MN CREP OUTREACH AND IMPLEMENTATION PROGRAM GRANT AGREEMENT**

Vendor:	0000205683
PO#:	3000012398

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

*This grant is for the following Grant Programs:*

P21-1346	2021 - CREP Outreach and Implementation (Wabasha SWCD)	\$13,652
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**Total Grant Awarded: \$13,652**

**Recitals**

1. The Laws of Minnesota 2017, Chapter 96, Sec. 2, subd. 8(k) as extended by M.L. 2020, First Special Session, Chapter 4, Sec. 2 (ENRTF) have appropriated funding for this Grants Program.
2. The Board is authorized to enter into agreements with soil and water conservation districts (SWCDs) pursuant to Minn. Stat. § 103C.401, subd. 1 & 2.
3. Board Resolution #17-67 authorizes staff to allocate these CREP Outreach and Implementation Program funds.
4. The Grantee has submitted a BWSR approved proposal for this Program which is incorporated into this Grant Agreement.
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 and expend the required local match.

**Authorized Representative**

The State's Authorized Representative is Tabor Hoek, BWSR Private Lands Specialist, 1400 East Lyon Street, Marshall, MN 56258, (507) 537-7260, or his successor. The State's Authorized Representative 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:	<b>TITLE:</b>	<b>District Manager, Terri Peters</b>
	<b>ADDRESS:</b>	<b>611 Broadway Ave., Suite 10</b>
	<b>CITY:</b>	<b>Wabasha</b>
	<b>TELEPHONE NUMBER:</b>	<b>(651) 560-2044</b>

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

**Grant Agreement**

1. **Term of Grant Agreement.**
  - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd.5. **The State's Authorized Representative will notify the Grantee when this Grant Agreement has been executed. Expenses incurred prior to grant execution are allowable retroactive to July 1, 2020.**

- 1.2. **Expiration date:** June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Governing Law, Jurisdiction, and Venue; 13. Data Disclosure; and 15. Intellectual Property Rights.
2. **Grantee's Duties.**
  - 2.1. 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:
    - 2.1.1. Use this funding to employ or contract professional staff to provide technical and administrative assistance for local implementation of the MN CREP Outreach and Implementation Program. Person(s) employed in whole or in part with this funding will be employees solely of the SWCD and are not employees, contractors, or agents of the State.
    - 2.1.2. If applicable, provide employee benefits and employment needs, including but not limited to annual and sick leave, health insurance, related administration, other prudent insurance, office supplies, postage and printing, transportation, office space, telephone, and training.
    - 2.1.3. Provide management and supervision of the employee(s). The SWCD will be responsible for the work performed by the employee.
    - 2.1.4. Development of an approved annual work plan containing goals and priorities for the position.
    - 2.1.5. Provide a quarterly progress report of the work accomplished by or in cooperation with the employee in a format specified by the Board. The Board will have no obligation to inspect or determine the adequacy of any work done pursuant to this Grant Agreement but reserves the authority to conduct periodic quality assurance reviews of any work done pursuant to this Grant Agreement.
    - 2.1.6. Provide to the Board an annual financial report in a format designated by the Board, which reflects the use of funds provided under this Grant Agreement.
    - 2.1.7. Participate in six-month performance review as requested by 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. Payments from this grant will be on a reimbursement basis and will occur every quarter (3 months). The SWCD is required to submit a progress report at the end of each quarter. These reports will be summarized and processed for payment on a form provided by the Board.
  - 4.2. Any grant funds remaining unspent after the end of the expiration date stated above must be returned to the Board within one month of that date.
  - 4.3. The obligation of the State under this Grant Agreement will not exceed the amount stated above.
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 Grant Agreement and in the BWSR approved workplan 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, 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. The Minnesota Department of Administration's Office of Grants Management Policy on Grant Closeout Evaluation (Policy 08 – 13) requires the Board to consider a grant applicant's past performance before awarding subsequent grants to them. The Board must consider a grant applicant's performance on prior grants before making a new grant award of over \$5,000. The Board may withhold payment on this and grants from other programs if the Grantee is not in compliance with all Board reporting requirements.
  - 5.3. Minn. Stat §103C.401 (2014) 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 an additional penalty. Penalties can be assessed at a rate up to 100% of the Grant Agreement.

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

- 8.1. 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.
- 8.2. 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.
- 8.3. The Grantee or designated local unit of government implementing this Grant Agreement will provide for an audit that meets the standards of the Office of State Auditor. The audit must cover the duration of the Grant Agreement period and be performed within one year after the end of the Grant Agreement period or when routinely audited, whichever occurs first. Copies of the audit report must be provided to the Board, if requested.

9. **Government Data Practices.**

- 9.1. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant 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.
- 9.2. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify 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. **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 Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. **Termination.**

- 12.1. 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. **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.
14. **Prevailing Wage.** It is the responsibility of the Grantee or contractor to pay prevailing wages on construction projects to which State prevailing wage laws apply (Minn. Stat. § 177.42 – 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 rates not less than those prevailing on projects of a character similar in the locality.
15. **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. Works 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 States 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: \_\_\_\_\_





## PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

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

### Applicant

Land Occupier Name <b>Lars Polson</b>	Address <b>30533 580th St</b>	City/State <b>Millville MN</b>	Zip Code <b>55957</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>Oakwood</b>	Township No: <b>109</b>	Range No.: <b>12</b>	Section No. <b>29</b>	<b>1/4,1/4</b> <b>E1/2,NW1/4</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 15 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

USDA-NRCS Field Office Technical Guide (FOTG) practice standards

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 5/15/2021, this contract will be automatically terminated on that date.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices must include the name of the vendor; materials, labor or equipment used; the component unit costs and the dates the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts.

### Applicant Signatures

The land occupier's signature indicates agreement to:

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

Date	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: USDA-NRCS Field Office Technical Guide (FOTG) practice standards

Eligible Component Standards & Names <b>Waste Treatment (629), Waste Storage Facility (313), Roofs and Covers (367), Vegetated Treatment Area (635), Roof Runoff Structure (558), Diversion (362), Heavy Use Protection (561).</b>	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate  <b>\$264,015.65</b>
	Ecological Practice: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

### Technical Assessment and Cost Estimate

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

Date	Technical Assistance Provider
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### Pre-Construction Cover

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

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

### Amount Authorized for Financial Assistance

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

Amount	Program Name	Fiscal Year
\$95,318.85	Lower Mississippi River Feedlot Management in Minnesota	2017

Date	Authorized Signature	Total Amount Authorized  <b>\$95,318.85</b>
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**FY 2021 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>	0000205683
<b>PO#:</b>	3000012578

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>		
P21-2761	2021 - SWCD Local Capacity Services (Wabasha SWCD)	\$111,348
P21-2851	2021 - Buffer Law (Wabasha SWCD)	\$17,200

**Total Grant Awarded: \$128,548**

**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 2021 SWCD Local Capacity Services.
2. The Laws of Minnesota 2019, 1<sup>st</sup> Special Session, Chapter 2, Article 2, Section 7(e), appropriated Clean Water Funds (CWF) to the Board for the FY 2021 Buffer Law Implementation.
3. The Board adopted Board Order #20-37 to authorize and allocate funds for the FY 2021 SWCD Local Capacity Services and Board Order #20-38 to authorize and allocate funds for the FY 2021 Buffer Law Implementation.
4. The Grantee has submitted a Board approved work plan for this program which is incorporated into this Grant Agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

**Authorized Representative**

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

The Grantee's Authorized Representative is:

**TITLE Terri Peters, District Manager  
ADDRESS 611 Broadway Ave., Ste 10  
CITY Wabasha, MN 55981  
TELEPHONE NUMBER 651-560-2044**

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee 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, 2023**, 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 Grant 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 Grant Agreement; and, abide by the *SWCD Conservation Delivery and Capacity Grants Policy* for the SWCD Local Capacity Services Grants, and *FY2021 Clean Water Funds Policy* for the Buffer Law 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 to 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, 2024, 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 Grant Agreement and in the Board 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 Board's obligation to assure program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law, the Board 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 Grant 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 Grant 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 Grant Agreement, or its breach, must be in the appropriate State or 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 Agreement if the State finds that there has been a failure to comply with the provisions of this Grant Agreement, 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 Soil and Water Conservation District</b>	Contract Number: <b>20-CWMA-6</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>Deborah Allan</b>	Address <b>61246 371st Ave</b>	City/State <b>Zumbro Falls</b>	Zip code <b>55991</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>Hyde Park</b>	Township No.: <b>109</b>	Range No.: <b>13</b>	Section No.: <b>5</b>	<b>1/4,1/4</b> <b>SW, SW</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 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:


314 Brush Management

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 5/31/21, 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 9/23/20	Land Occupier 
Date	Landowner, if different from applicant
	Address, if different from applicant information:

### Conservation Practice

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

Eligible Component Standard & Name  <b>314 Brush Management</b>	Engineered Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate  <b>\$182.49</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	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:

Amount	Program Name	Fiscal Year
\$182.49	2020-21 CWMA	2020

Date	Authorized Signature	Total Amount Authorized  <b>\$182.49</b>
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## PAYEE AND COST INFORMATION

## PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

Name: Fred Keller Contract No.: 20-CAPACITY-3

Address: 68 637th Cty Rd 82

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

Total Amount Authorized: \$15,211.50 % Approved: 75% (state) \_\_\_\_\_ (state & non-state)

(from contract)

Item	Quantity	Unit	Unit Price	Cost
8 in pp. Dual wall flex tile installed by plow	1832	FT	\$3.926	\$7,192.43
Layout job, staking, GPS	1832	FT	\$0.06	\$109.92
Mobilization (material/equipment)	1	EA	\$1,127.00	\$1,127.00
Hook up to existing tile line, digging, cut steel pipe	1	EA	\$240.00	\$240.00
hook up to steel pipe and placement of rip-rap				
Hookup to existing line, hook in 5" line from the east 80 of 6" tile and 8" tee and hook up,	1	EA	\$320.00	\$320.00
8" dual wall pp	20	EA	\$5.36	\$107.00
8" Rat Guard	1	EA	\$19.20	\$19.20
8" Intake	2	EA	\$193.00	\$386.00
Cat 416 Backhoe intake work	2	HRS	\$155.00	\$310.00
General Laborer intake work	2	HRS	\$63.00	\$126.00
Caterpillar D6R XW, waterway 20' bottom, 9/4/2020	3.5	HRS	\$200.00	\$700.00
Caterpillar D6R XW, waterway 20' bottom, 9/5/2020	10	HRS	\$200.00	\$2,000.00
Caterpillar D6R XW, waterway 20' bottom, 9/7/2020	9	HRS	\$200.00	\$1,800.00
Caterpillar D6R XW, waterway 20' bottom, 9/8/2020	4.5	HRS	\$200.00	\$900.00
Mobilization, 9/8/2020	1	EA	\$250.00	\$250.00
No till drill rental	1	EA	\$150.00	\$150.00
Seed, perennial ryegrass, timothy, kentucky bluegrass	8.2	EA	\$63.90	\$523.98
Round Bales, corn and bean stalk mulching	10	EA	\$40.00	\$400.00
Grinding bales for mulch	4	HRS	\$50.00	\$200.00

PROJECT COST: **\$16,861.53**

## PAYMENT AND CERTIFICATION INFORMATION

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

B. Total cost of practice to date: \$16,861.53

C. Eligible amount (total cost x % approved): \$12,646.15 (state) \$12,646.15 (state & non-state)

D. Total other state payment amount: \$0.00

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

F. Total previous partial payments: \$0.00

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

H. Maximum payment amount: \$12,646.15

Pre-Con.Cover Ac.	Rate/Ac.

Amount Approved for This Voucher:

**\$12,646.15**

(cannot exceed Total Amount Authorized)

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

Payee Signature

Date

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

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

Technical Assistance Provider

Administrative Sign-off

9/23/2020

Date

Date

PAYEE AND COST INFORMATION

PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

Name: Fred Keller Contract No.: 20-CAPACITY-3

Address: 68 637th City Rd 82

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

Total Amount Authorized: \$15,211.50 % Approved: 75% (state) (state & non-state)

(from contract)

Item	Quantity	Unit	Unit Price	Cost
8 in pp. Dual Wall flex tile installed by plow	1832	FT	\$3.986	\$7,192.43
Layout job, staking, GPS	1832	FT	\$0.06	\$109.92
Hook up to existing tile line, digging, cut steel pipe	1	EA	\$1,127.00	\$1,127.00
hook up to steel pipe and placement of rip-rap				
Hookup to existing line, hook in 5" line from the east 80 of 6" tile and 8" tee and hook up	1	EA	\$320.00	\$320.00
Cat 420 Backhoe w Operator installing outlet, diffing out rock and reinstalling	0.7	HRS	\$145.00	\$101.50
8 in intake including installing	1	EA	\$378.00	\$378.00
Caterpillar D6R XW, waterway 20' bottom, 9/4/2020	3.5	HRS	\$200.00	\$700.00
Caterpillar D6R XW, waterway 20' bottom, 9/5/2020	10	HRS	\$200.00	\$2,000.00
Caterpillar D6R XW, waterway 20' bottom, 9/7/2020	9	HRS	\$200.00	\$1,800.00
Caterpillar D6R XW, waterway 20' bottom, 9/8/2020	4.5	HRS	\$200.00	\$900.00
Mobilization, 9/8/2020	1	EA	\$250.00	\$250.00
No till drill rental	1	EA	\$150.00	\$150.00
Seed, perennial ryegrass, timothy, kentucky bluegrass	8.2	EA	\$63.90	\$523.98
Round Bales, corn and bean stalk mulching	10	EA	\$40.00	\$400.00
Grinding bales for mulch	4	HRS	\$50.00	\$200.00

\$ 9,228.85  
\$ 9,937.75 nw

\$5,650

\$ 673.98

\$600.00

PROJECT COST: \$16,152.83 = 16,861.73

PAYMENT AND CERTIFICATION INFORMATION

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

B. Total cost of practice to date: \$16,152.83

C. Eligible amount (total cost x % approved): \$12,114.62 (state) \$12,114.62 (state & non-state)

D. Total other state payment amount: \$0.00

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

F. Total previous partial payments: \$0.00

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

H. Maximum payment amount: \$12,114.62

Pre-Cons. Cover Ac.	Rate/Ac.

Amount Approved for This Voucher: \$12,114.62  
(cannot exceed Total Amount Authorized)

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

Fred Keller  
Payee Signature

9-23-2020  
Date

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

Chris Nelson  
Technical Assistance Provider

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

Administrative Sign off

9-23-20

Date

Date

## 2020 Online BWSR Academy

## Concurrent Sessions Schedule

Tuesday October 27	Track 1 Technical	Track 2 Programs and Grants	Track 3 Org Capacity / Outreach	Track 4 Miscellaneous
8:30-10:00	Can Soil Organic Matter Both Drain and Hold Water?	So, You Think You Can Grants?!	Making Your Staff Meetings More Effective	LGU 1W1P Retrospect to Help Others Plan Ahead
10:30-12:00	The Road-Stream Interface - Solving Your Culvert Quandaries	Sharing is Caring! Cost Share Basics	Project Management: Contract to Completion	Photography in the Field
Wednesday October 28	Track 1 Technical	Track 2 Programs and Grants	Track 3 Org Capacity / Outreach	Track 4 Miscellaneous
8:30-10:00	Once upon a time....in Hydrogeology	Lawns to Legumes: Bee the Change	Pro Tips on Building Effective Relationships with Legislators	Sharing Conservation on the Twittergrambook
10:30-12:00	Agronomy Essentials	Harry Potter and the Ghastly Grant Application	Working with Mentally and/or Physically Impaired Landowners	Telling Science Stories: Communicating with Reporters
Thursday October 29	Track 1 Technical	Track 2 Programs and Grants	Track 3 Org Capacity / Outreach	Track 4 Miscellaneous
8:30-10:00	Putting Your PFM Program into Gear: Shifting from Planning to Implementation	RIM/CREP Program Acquisition & Updates	Using QuickBooks for Grants Management	Pollinator Habitat: The Importance of Seed Mixes
10:30-12:00	MNAtlas.org – Free and Easy GIS	Grant Reporting in eLINK	Tips and Techniques for Meetings with the Public	If You Build it (Relationships), They will Come