Please call office at 651-560-2053 or email susan.cerwinske.wabashaswcd@gmail.com if you have any questions on attending physically or by phone.

We have call-in capabilities for up to 10 people. Phone# 651-560-1088 Access code # 0147478#.

Wabasha Soil and Water Conservation District District Regular Board Meeting August 25, 2022 8:15 a.m. County Conference Room 625 Jefferson Ave.

I. CALL MEETING TO ORDER

- II. PLEDGE ALLEGIANCE
- III. <u>AGENDA</u>
- IV. PUBLIC COMMENTS

Comments limited to 5 minutes per speaker

V. CONSENT AGENDA -Board Action

- A. FY2022 Regional Safe Drinking Water for Private Well Phase 2 User Sub-agreement between Wabasha SWCD and Rice SWCD
- B. Jeremy Nelson voucher payment in the amount of \$1,160.00 for 327 Pollinator Habitat (5.8 acres @ \$200.00/acre)
- C. FY2022 Regional Safe Drinking Water for Private Well Phase 2 User Sub-agreement between Wabasha SWCD and Goodhue SWCD

VI. SECRETARY'S REPORT

A. July 28, 2022 Meeting Minutes – Board Action

VII. TREASURER'S REPORT – Board Action

- A. District Financial Statements
- B. July Program Record

VIII. PAYMENT OF MONTHLY BILLS

A. Monthly Bills in the amount of \$27,982.91 - Board Action

IX. DISTRICT REPORTS

- A. Chair Report Lynn Zabel
- B. County Commissioner Bob Walkes
- C. District Manager Report Terri Peters
- D. NRCS Report John Benjamin
- E. District Technician Report- Matt Kempinger (in packet)
- F. Natural Resources Conservation Technician Report Henry Stelten (in packet)
- G. Bookkeeper/Administrative Assistant -Sue Cerwinske (in packet)
- H. BWSR Report
- I. Other agencies --

X. OLD BUSINESS

- A. Conservation Project Lynn (open to any Supervisor for ideas)
- B. Wabasha Outstanding Conservationist of the Year. Hoosier Ridge Ranch, Eric and Michelle Heins Board Action

XI. NEW BUSINESS

A. Approval to use MAWQCP funds in our area for scholarship funds for producers that are pursuing MAWQCP certification to attend the U of M 2022 Soil Management Summit December 15-16 in St. Cloud. Suggestion: Assessed or Certified full ride, \$125.00 and 50% to those who apply and have not gone through the process \$62.50

- Board Action

(Purpose is to help educate producers to implement soil health practices that will get them certified.)

- B. Approve Klavetter Family Farm Contract# 22-Capacity-2 in the amount of \$12,835.96 for 410 Grade Stabilization Structure, 342 Critical Planting, 484 Mulching
 Board Action/Signature
 - (Funding sources FY22 Capacity \$12,514.70, FY21 Capacity \$321.26)
- C. Conservationist/Awards program evaluation criteria **Board Discussion/Action**
- D. Letter of Support for Trout Unlimited RCPP Board Action/Signature
- E. West Indian Creek Targeted Outreach Letters Board Signature
 - i. Conservation Program Funding under the Mississippi River Basin Initiative –
 Informational on Outreach Effort
- F. Wildlife Habitat Steward Award Nominee and Forestry Steward Award for MASWCD Helen Myers **Board Approval/Signature**
- G. Teacher Award Nominee for MASWCD Mike Besse Board Approval/Signature
- H. MN BWSR Accepting Applications for Lawns to Legumes Grants Cost-Share funding available to Minnesota residents to create residential pollinator habitat- Informational
- Local Forestry Team/Local Forestry Outreach Program Efforts -DRAFT versions-do not sign. Potentially there will be some other small related grants.

Delegate signature authority to Terri Peters to sign as they come in. - Board Action

- i. Minnesota State Chapter National Wild Turkey Federation Hunting Heritage
 Super Fund Application Due September 1, 2022
- J. Approve Dan Johnson Voucher payment in the amount of \$4,825.00 for 410 Grade Stabilization and 342 Critical Area Planting Board Action
 (Funds sources FY21 State Cost Share \$1,537.50 and FY 22 State Cost Share \$3,287.50)

K. Upcoming Events:

- i. Fall MASWCD / MACDE Employee and Supervisors Meeting Sept. 27^{th.}
 Registration at 9:00 am at the Hokah Fire Station RSVP by Sept. 15th
- ii. Americorp employee for Urban Forestry starts August 29th

iii. January 28, 2023 Application Deadline for Lawns to Legumes program

XII. Board Reports

- A. Whitewater JPB Lynn
- B. Zumbro 1W1P Larry (alternate Dag)
- C. WinLaC 1W1P Lynn
- D. SE SWCD Technical Support JPB Larry
- E. County Board Meeting Larry (alternate Sharleen)
- F. Hiawatha Valley RC&D Lynn

XIII. Adjourn - Board Action



FY2022 REGIONAL SAFE DRINKING WATER FOR PRIVATE WELL PHASE 2 USER SUB-AGREEMENT BETWEEN THE WABASHA SOIL AND WATER CONSERVATION DISTRICT AND RICE SOIL & WATER CONSERVATION DISTRICT

This **AGREEMENT** is between the Wabasha Soil and Water Conservation District (hereinafter referred to as "the District"), 611 Broadway Ave., Suite 10, Wabasha, MN 55981 and Rice County Soil & Water Conservation District (hereinafter referred to as "the Subrecipient").

I. STATEMENT OF PURPOSE

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

II. SCOPE OF SERVICES AND SPECIFIC DUTIES

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

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

III. PAYMENT TERMS AND REPORTING REQUIRMENTS

- **A. REPORTING.** The Sub-recipient will submit invoices to the District documenting progress toward completion of deliverables/activities outlined in Exhibit A. The sub-recipient will notify the District of their intent to contract with a landowner for well repair, reconstruction, or water treatment installation prior to approval of the contract. This notification should include the dollar amount, so the District can confirm whether or not there are sufficient funds for the proposed project.
- **B. TERM.** The Sub-recipient may expend grant funds toward completion of deliverables/activities in Exhibit A from the final signing of this agreement by all parties to May 31, 2023, or until all work under this Agreement is completed



and payments made, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

- C. AMOUNT. During the term of this agreement, the Sub-recipient may bill the District up to \$8,400 for work completed as described in Exhibit A for expenses incurred toward completion of their portion of the MDH work plan. This amount will be allocated initially to each sub-recipient equally. Once expended, need for further funds may be reevaluated on a regional basis with consideration to priorities described as the levels of priority in Exhibit A and available funds will be redistributed accordingly.
- **D. PAYMENT SCHEDULE.** All payments will be a quarterly reimbursement. Upon execution of this Agreement the Sub-recipient may present itemized invoices to the District for work actually performed and the supporting documentation. The District will provide a copy of the invoice to be completed for all reimbursement requests, including cost-share for private well owners.

The District will process reimbursement to the Sub-recipient upon receipt of a qualifying invoice. There may be delays in payment from waiting for the District approval and reimbursement requests to MDH. Invoices for payment will be sent to: (or his/her successor)

Terri Peters, District Manager terri.peters@mn.nacdnet.net 611 Broadway Ave., Ste. 10 Wabasha, MN 55981

IV. CONTRACT CLAUSES

- **A.** Ownership of Project Materials. All materials prepared or developed by the Subrecipient hereunder, including documents, notes, reports, data, and samples shall become the property of the District when prepared, whether delivered to the District or not, and shall be delivered to the District upon request. The District will be responsible for responding to any data practices requests pertaining to this data.
- **B.** Changes. The District may at any time issue written directions requiring additional work within the Work Plan and any amendments thereto, or directing the addition of, omission of, or variation in Work. If such direction results in a material change in the amount or character of Work, Subrecipient will prepare a scope of Work and cost estimate and forward it to District's representative. District may issue the Subrecipient notice to proceed with this change or request an alteration in the scope of Work, or not authorize the Work.
- C. Indemnity and Hold Harmless. Subrecipient shall indemnify the District, its directors, officers, employees, and agents against damages, penalties, costs, or expenses incurred in connection with any alleged violation of any federal, state, or



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

Subrecipient agrees to indemnify and hold harmless the District, its directors, officers, employees, and agents against and from loss, claims, or suits, including costs and attorney's fees, for, or on account of injury, bodily or otherwise, or death, of persons, or damage to or destruction of property belonging to the District or others arising out of the negligent performance of the Work hereunder by the Subrecipient. Subrecipient shall, in no event, be liable for loss or damage attributable to District or its representatives or agents. Subrecipient's liability shall be limited by the provisions of Minnesota Statutes Chapter 466 or other applicable law. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

D. Non-assignment. Subrecipient shall not assign this Agreement nor delegate or subcontract any of the Work to be performed without the District's written consent. If assignment, delegation, or subcontract is done with such consent, it shall not relieve Subrecipient from its responsibility for the performance of any of its obligations hereunder.

Complete Agreement. This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understandings, agreements and representations. There are no oral or written understandings, agreements or representations not specified herein.

- E. Independent Contractor Status. Subrecipient is an Independent Contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures between the parties. Subrecipient will be responsible for any federal or state taxes applicable to this payment. No tenure or any rights or benefits, including workers' compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, Public Employment Retirement Association or other benefits available to Subrecipient employees, shall accrue to the District or its employees performing services under this Agreement.
- F. Worker Health, Safety and Training. Subrecipient shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Subrecipient shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Subrecipient shall ensure all personnel of Subrecipient and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract.



Subrecipient shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Subrecipient

- **G.** Legal Compliance. Subrecipient and the District shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted.
- **H. Data Privacy**. For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Subrecipient in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy.
- I. Business Records. Subrecipient shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Subrecipient's profession. Subrecipient shall maintain such records for at least 6 years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. The District shall have the right to audit and review all such documents and records at any time during Subrecipient's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by the District and either the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute § 16C.05, subd 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract.
- **J. Force Majeure**. Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities other than Subrecipient or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
- **K.** Waiver. The failure of the District or Subrecipient to enforce one or more of the terms or conditions of the Contract or to exercise any of its rights or privileges, or the waiver by either party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.
- L. Notices. All official notices, shall be sufficiently given when delivered or mailed, certified mail, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.



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

For SWCD or County:

Rice Soil & Water Conservation District Steve Pahs or successor District Manager 1810 30th St NW Faribault, MN 55021

- M. Interpretation, Jurisdiction and Venue. All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota. Both parties hereby consent and submit to the jurisdiction of the appropriate courts of Minnesota or of the United States having jurisdiction in Minnesota for adjudication of any suit or cause of action arising under or in connection with the contract documents, or the performance of such contract, and agrees that any such suit or cause of action may be brought in any such court.
- **N.** Severability. The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
- O. Agreement to Mediate Disputes. In the event that any dispute arises between the parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the parties may agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute.

Any party to the dispute may give written notice to the other party of his or her desire to commence mediation, and a mediation session must take place within [30] days after the date that such notice is given.

The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within [7] days after a party has given notice of a desire to mediate the dispute, any party may apply to any organization or person agreed to by the parties in writing, for appointment of a mediator.

The parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a party for representation by counsel at the mediation.



- P. Default and Termination. Either party by written notice of default (including breach of contract) to the other party may terminate the whole or any part of this agreement if the other party fails to perform any of the provisions of this contract, and after receipt of written notice from the first party, fails to correct such failures a period of 10 days or such longer period as the first party may authorize in writing after receipt of notice from the first party specifying such failure.
- Q. Merger Clause. This agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

V. AGREEMENT EFFECTIVE DATE

This agreement is effective upon execution by all parties.

Approved and accepted for:

Title

THE WABASHA SOIL AND WATER CONSERVATION DISTRICT

TERRI PETERS Digitally signed by TI PETERS (Affiliate) (Affiliate) Date: 2022.08.16 09:36:54-05'00'	ERRI	
09:36:54 -05'00'		
Wabasha Soil & Water Conservation Board Chair or Delegated Signer	on District Date	
FOR THE SUBRECIPIENT		
Stever R. Pohr	8-16-22	
Name	Date	
District Manager		



Exhibit A (Work Plan and Funding Eligibility Policy) SE MN Safe Drinking Water for Private Well Users Program Watershed Alliance for the Greater Zumbro Planning Area MDH FY 2022

OBJECTIVE:

Drinking water is a concern, especially for private well users in the most vulnerable groundwater areas of the region. The SE MN Safe Drinking Water for Private Well Users Program will provide additional monitoring, education, outreach and financial assistance to address drinking water quality mitigation measures for private well users that are in the Watershed Alliance for the Greater Zumbro planning area . Participating counties include: Wabasha, Olmsted, Goodhue, Dodge, and Rice.

Total Grant: \$50,000.00 Grant Period: July 15, 2022 – June 30, 2023

GUIDELINES:

- I. <u>Administration and Coordination:</u> Wabasha Soil & Water Conservation District will provide all administrative responsibilities on this program including grant reporting, financial responsibilities, and sub-agreement development.
 - A. \$3,000 Total. Wabasha SWCD will use the allowable billable rate for the Water Resources Coordinator who will provide administrative services to manage the Regional SE MN Safe Drinking Water for Private Well Users Grant Program. Billable rate calculated on January 1st annually.

II. Grant Eligible Items

- A. The following items are eligible for reimbursement under the Safe Drinking Water for Private Well Users grant.
 - a. Private well must be in the Watershed Alliance for the Greater Zumbro Planning area.
 - b. Water tests that determine if the well is contaminated (must be completed at a certified laboratory and certified test report must be provided upon request)
 - c. Reconstruction of a contaminated well
 - d. Construction of a new well, including the cost of purchasing and installing a pump if necessary
 - e. Installation of a new pump, including the associated piping for a replaced well
 - f. Equipment and installation to treat and remove contaminants from the water

III. Grant Ineligible Items

a. Costs for any work done before a contract is filed and award is approved by the LGU and Wabasha SWCD.



- b. Private wells that do not meet the established contamination criteria
- c. Wells that are not used for a drinking water source
- d. Dug wells or wells not meeting the requirements of State of MN Well Construction Code (Minnesota Rules Chapter 4725)

IV. Regional Sub-recipient Guidelines:

- A. Grant Total: \$50,000. Each sub-recipient will be provided a sub-agreement to assist well owners in their county. Each sub-recipient will be allocated \$8,400, on a reimbursement basis initially, to be reevaluated as funds are expended and requested according to priorities outlined below and in the MDH Workplan.
 - 1. \$1,200 for Objective 1 for reimbursable time and expenses to develop and execute the regional public health messaging campaign and improve public health knowledge and awareness through education, outreach and nitrate screening clinics.
 - 2. \$7,200 for Objective 3 To provide financial assistance to eligible well owners, through cost-share for well mitigation as outlined above.
- B. Subrecipients will be responsible for prioritizing and providing documentation to the Wabasha SWCD as described below.
- C. Given the shortened time frame of the grant, counties may submit projects as encumbered to Wabasha SWCD as identified on as frequent as a monthly basis for approval based on priorities listed above. In the documentation to Wabasha SWCD, include how the approved contracts meet one of the two priority levels below. This method will allow regional tracking of spending on an ongoing basis and ability to route funds to other partners.
- D. Cost-share contracts with private well owners will be developed though the local SWCD office or designated County department and will require local board approval for contracting and final reimbursements to assure proper documentation of funding occurs and for proof a licensed well driller conducted the work (as described in Section V. G Below).

Documentation must include:

- 1. Completed application and supporting documentation including certification the well meets contamination criteria through a test report from a certified laboratory.
- 2. Invoice detailing work performed
- 3. Proof work was conducted by a licensed well driller or pump installer as described in Section V.G Below. Copy of state-issued license is required.
- 4. Well and boring sealing record from MDH or the delegated well program authority for any applicant receiving funds for new well construction



- 5. Well reconstruction permit from MDH or the delegated well program authority for any applicant receiving funds for well reconstruction.
- 6. Certification that well water conditioning equipment meets the criteria in Section V. H. below.
- 7. Photo documentation of the complete project/installation.
- E. Each sub-recipient must show well repair, water treatment installation, or new well construction received at least the approved percentage landowner share of funding from well owner or other non-state sources.
- F. Each sub-recipient should report at least \$1,000 total non-state match in staff time or allowable expenses towards the \$6,000 total match included in the FY2022 SE MN Regional Safe Drinking Water for Private Well Users Workplan.
- G. The LGU Board can delegate their authority to enter into contracts and provide payment on the contracts to the Manager, Administrator or appropriate Department Head. However, the approval of the expenditure of grant funds must be documented within their board meeting minutes.

V. Private Well Owner Eligibility:

- A. To be eligible for payment under the 2022 Safe Drinking Water for Private Well User Phase 2 grant, an owner or lessee of the property must provide documentation through a certified test report that their water supply has been tested and meets one of the following contamination criteria:
 - a. nitrate concentration in the private water supply exceeds 10 parts per million (federal drinking water standard) expressed as nitrate-nitrogen or
 - b. arsenic concentration in the private supply is above the detection limit or
 - c. manganese exceeds 100 micrograms per liter of water μ g/L and
 - d. Wabasha SWCD and grant partners will verify appropriate treatments with MDH well management or local public health.

Cost Share Rates and Limits for Private Well Owners

- B. Well Repair or reconstruction each eligible well owner is allowed 80% cost-share up to \$5,000 for well repair or reconstruction, including the cost of new pump or associated piping for a replaced well.
- C. Well Water Treatment Equipment and Installation each eligible well owner is allowed 80% cost-share up to \$2,500 for certified point-of-use water treatment system
- D. Construction of a new well each eligible well owner is allowed cost-share up to \$7,200

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



- E. Well owners or renters may be eligible for increased cost-share percentage if they meet certain income guidelines.
 - a. To be eligible for financial hardship funding, an owner or lessee of the property on which the contaminated private well is located must be enrolled in one of the programs outlined in the eligibility section of the program application and provide documentation of enrollment.
 - b. The grant program will provide funding to pay for 100% up to \$5,000 in eligible costs for well reconstruction or repair as described in section B above, and 100% up to \$2,500 in eligible costs for point-of-use water treatment system installation as outlined in Section C above.
 - c. Construction of a new well each eligible well owner is allowed cost-share up to \$7,200.

The following is an outline of the funding eligibility:

- 1. 100% Costshare (Priority Level 1) Private well owner meets both income eligibility guidelines and contamination determination
- 2. 80% Costshare (Priority Level 2) Private well owner meets the contamination determination
- F. Cost-share funds will only be provided to applicants that use a <u>licensed well driller</u> or licensed pump installer for water treatment installation or well repair/reconstruction. If an applicant is requesting funds for new well installation, any existing well used for drinking water on the property must be sealed by a MDH licensed well contractor and once well is fully sealed, contractor will submit a Well and Boring Sealing Record to MDH. This information must be available by the sub-recipient, as requested, to provide evidence of justifiable spending to this grant to the Olmsted SWCD and/or MDH.
- G. The well owner must comply with all requirements in Minnesota Rules chapter 4725; and a well must be constructed or reconstructed by a well contractor licensed under this chapter.
- H. If a well owner receives funds for installation of a water treatment device, the water treatment device must
 - a. Be installed in accordance with State of Minnesota Plumbing Code (MN Rules, chapter 4714), by a water contractor licensed under chapter 326B or a plumber licensed under chapter 326B;
 - b. Comply with MN Rules, on "Water Conditioning Equipment" (part 4714.0611);
 - c. Use appropriate technology to address the contaminant identified in the testing; and
 - d. Be labeled under MN Rules, part 4714.0611, UPS section 611.1.3 as an appropriate technology to address the contaminant identified in the testing.

FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

	T INFORMATION				
Name: Address:	Jeremy Nelson 70118 335th Avenue	er og reddinamer i allegyradeger som den			n der sich einem jahrt greichte zu ein eine de seine der dan aus aus eine der sich eine der seine der das aus
	Lake City, MN 55041		ARREST OF THE PROPERTY OF THE PARTY OF THE P	and continues of the first section is about	as a comparation to be a
City, State, Zip: Contract No.:	22-CS-2	COLUMN STATES OF THE SECOND ST	to the transfer of the acceptance of the second of the sec	Andrew Andrew Spages (Principles of the Confession of the Confess	nerguena versa en en en en en en
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			PAYMEN'	T REQUEST:	\$1,160.00
	9				
I certify that this is an ac	curate and true summation of the above project,	which was complet	ed on:	6/13/2022	
1 for				8-16-2-	Z
Payee Signature				Date	
PAYMENT AND CER	RTIFICATION INFORMATION				
A. Type of reques	t (partial or final):		Final		
B. Payment amou	unt requested:		\$1,160.00		
C. Total Amount	Authorized:		\$1,160.00		
D. Total previous	partial payments:				
E. Amount availab	ole (C - D)	Section of the section of the profit of the section	\$1,160.00		
	Amount Approved for This Voucher:	\$1,10	60.00		
	(cannot exceed Total Amount Authorized)	En-amount of the		•	
Technical Certificat	ion	Administrativ	e Certification		
I certify that an inspection	on has been performed and that the items	I certify that I hav	e reviewed this vo	ucher and all supporting	g information and
	ctice Information section of this form have been			nd belief, the quantities	
completed and are in ac and specifications.	cordance with the requested practice standards	accurate and are	in accordance with	terms of the contract i	dentified.
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Date		Date			

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization:	Contract Number:	Other state or non-state funds?	Amendment	Canceled
Wabasha SWCD	22-CS-2	☐ YES ☑ NO	Board Meeting Date(s):	Board Meeting Date(s):
*If contract amended, attach amendment for	m(s) to this contract.			
Applicant				

Applicant

Land Occupier Name	Address	City/State	Zip code
Jeremy Nelson	70118 335th Ave.	Lake City, MN	55041

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

Conservation Practice Location

Township Name:	Township No:	Range No.:	Section No.	1/4,1/4
Mount Pleasant	T111N	13W	23	

Contract Information

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

- The land occupier is responsible for full establishment, operation, and maintenance of all practice(s) applied under this program to ensure that the conservation objectives are met and the effective life, a
- minimum of _____ years, is achieved. The specific operation and maintenance requirements for the conservation practice(s) listed are described in the Operation and Maintenance plan prepared for this contract by the technical assistance provider.
- Should the land occupier fail to maintain the practice(s) during its effective life, the land occupier is liable to the organization for the amount up to 150% of the amount of financial assistance received to complete the practice(s) unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
- If title to this land is transferred to another party before expiration of the aforementioned effective 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.
- Practice(s) must be planned and installed in accordance with technical standards and specifications of the

cts/ mast be planned and histalied in accordance with technical standards and specifications of the:
327 - Pollinator Habitat Practice

- Increases in the practice(s) units or cost must be approved by the organization board through amendment of this contract as a condition to increase the payments.
- This contract, when approved by the organization board, will remain in effect unless canceled or amended by mutual agreement. If practice(s) covered by this contract have not been completed by , this contract will be automatically terminated on that date.
- Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier's signature indicates agreement to:

- Grant the organization's representative(s) access to the parcel(s) where the conservation practice(s) will be located. 1.
- Obtain any permits required in conjunction with the completion of the practice(s) prior to starting work on the practice(s). 2.
- Be responsible for the operation and maintenance of conservation practice(s) applied under this program in accordance with an Operation and Maintenance Plan prepared by the technical assistance provider.
- Not accept any other state or federal funds for the practice(s) named in this agreement.

	·			
10 Jun 27	and Occupier M M M M M M M M M M M M M			
Date	andowner, if different from applicant Address, if different from applicant information:			
The primary p	on Practice ractice for which cost-share is requested is 327 - Pollinator Habitat			
Practice standard(s) or eligible component Solution Solution Engineered Practice: YES V NO Solution Sol				
I have the ap	Assessment and Cost Estimate propriate technical expertise and have reviewed the site where the above-listed practice is to be needed and that the estimated quantities and costs are practical and reasonable.	installed		
^{Date} 6-10-22	Technical states free Provider Wish Newson			
	uthorized for Financial Assistance ion board or council has authorized the following for financial assistance, total not to exceed a rate of:			
Date	Authorized Signature	Total Amount Authorized		
6-10-		\$1,160.00		
	per Seeding deute policy			



FY2022 REGIONAL SAFE DRINKING WATER FOR PRIVATE WELL PHASE 2 USER SUB-AGREEMENT BETWEEN THE WABASHA SOIL AND WATER CONSERVATION DISTRICT AND GOODHUE SOIL & WATER CONSERVATION DISTRICT

This **AGREEMENT** is between the Wabasha Soil and Water Conservation District (hereinafter referred to as "the District"), 611 Broadway Ave., Suite 10, Wabasha, MN 55981 and Dodge County (hereinafter referred to as "the Subrecipient").

I. STATEMENT OF PURPOSE

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

II. SCOPE OF SERVICES AND SPECIFIC DUTIES

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

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

III. PAYMENT TERMS AND REPORTING REQUIRMENTS

- A. REPORTING. The Sub-recipient will submit invoices to the District documenting progress toward completion of deliverables/activities outlined in Exhibit A. The sub-recipient will notify the District of their intent to contract with a landowner for well repair, reconstruction, or water treatment installation prior to approval of the contract. This notification should include the dollar amount, so the District can confirm whether or not there are sufficient funds for the proposed project.
- **B. TERM.** The Sub-recipient may expend grant funds toward completion of deliverables/activities in Exhibit A from the final signing of this agreement by all parties to May 31, 2023, or until all work under this Agreement is completed and



payments made, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

- C. AMOUNT. During the term of this agreement, the Sub-recipient may bill the District up to \$8,400 for work completed as described in Exhibit A for expenses incurred toward completion of their portion of the MDH work plan. This amount will be allocated initially to each sub-recipient equally. Once expended, need for further funds may be reevaluated on a regional basis with consideration to priorities described as the levels of priority in Exhibit A and available funds will be redistributed accordingly.
- **D. PAYMENT SCHEDULE.** All payments will be a quarterly reimbursement. Upon execution of this Agreement the Sub-recipient may present itemized invoices to the District for work actually performed and the supporting documentation. The District will provide a copy of the invoice to be completed for all reimbursement requests, including cost-share for private well owners.

The District will process reimbursement to the Sub-recipient upon receipt of a qualifying invoice. There may be delays in payment from waiting for the District approval and reimbursement requests to MDH. Invoices for payment will be sent to: (or his/her successor)

Terri Peters, District Manager terri.peters@mn.nacdnet.net 611 Broadway Ave., Ste. 10 Wabasha, MN 55981

IV. CONTRACT CLAUSES

- A. Ownership of Project Materials. All materials prepared or developed by the Subrecipient hereunder, including documents, notes, reports, data, and samples shall become the property of the District when prepared, whether delivered to the District or not, and shall be delivered to the District upon request. The District will be responsible for responding to any data practices requests pertaining to this data.
- **B.** Changes. The District may at any time issue written directions requiring additional work within the Work Plan and any amendments thereto, or directing the addition of, omission of, or variation in Work. If such direction results in a material change in the amount or character of Work, Subrecipient will prepare a scope of Work and cost estimate and forward it to District's representative. District may issue the Subrecipient notice to proceed with this change or request an alteration in the scope of Work, or not authorize the Work.
- C. Indemnity and Hold Harmless. Subrecipient shall indemnify the District, its directors, officers, employees, and agents against damages, penalties, costs, or expenses incurred in connection with any alleged violation of any federal, state, or



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

Subrecipient agrees to indemnify and hold harmless the District, its directors, officers, employees, and agents against and from loss, claims, or suits, including costs and attorney's fees, for, or on account of injury, bodily or otherwise, or death, of persons, or damage to or destruction of property belonging to the District or others arising out of the negligent performance of the Work hereunder by the Subrecipient. Subrecipient shall, in no event, be liable for loss or damage attributable to District or its representatives or agents. Subrecipient's liability shall be limited by the provisions of Minnesota Statutes Chapter 466 or other applicable law. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

D. Non-assignment. Subrecipient shall not assign this Agreement nor delegate or subcontract any of the Work to be performed without the District's written consent. If assignment, delegation, or subcontract is done with such consent, it shall not relieve Subrecipient from its responsibility for the performance of any of its obligations hereunder.

Complete Agreement. This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understandings, agreements and representations. There are no oral or written understandings, agreements or representations not specified herein.

- E. Independent Contractor Status. Subrecipient is an Independent Contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures between the parties. Subrecipient will be responsible for any federal or state taxes applicable to this payment. No tenure or any rights or benefits, including workers' compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, Public Employment Retirement Association or other benefits available to Subrecipient employees, shall accrue to the District or its employees performing services under this Agreement.
- F. Worker Health, Safety and Training. Subrecipient shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Subrecipient shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Subrecipient shall ensure all personnel of Subrecipient and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract.



Subrecipient shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Subrecipient

- **G.** Legal Compliance. Subrecipient and the District shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted.
- **H. Data Privacy**. For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Subrecipient in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy.
- I. Business Records. Subrecipient shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Subrecipient's profession. Subrecipient shall maintain such records for at least 6 years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. The District shall have the right to audit and review all such documents and records at any time during Subrecipient's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by the District and either the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute § 16C.05, subd 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract.
- J. Force Majeure. Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities other than Subrecipient or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
- **K.** Waiver. The failure of the District or Subrecipient to enforce one or more of the terms or conditions of the Contract or to exercise any of its rights or privileges, or the waiver by either party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.
- L. Notices. All official notices, shall be sufficiently given when delivered or mailed, certified mail, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.



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

For SWCD or County:

Goodhue SWCD

Beau Kennedy or successor District Manager 104 3rd Ave. Goodhue, MN 55027

- M. Interpretation, Jurisdiction and Venue. All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota. Both parties hereby consent and submit to the jurisdiction of the appropriate courts of Minnesota or of the United States having jurisdiction in Minnesota for adjudication of any suit or cause of action arising under or in connection with the contract documents, or the performance of such contract, and agrees that any such suit or cause of action may be brought in any such court.
- N. Severability. The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
- O. Agreement to Mediate Disputes. In the event that any dispute arises between the parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the parties may agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute.

Any party to the dispute may give written notice to the other party of his or her desire to commence mediation, and a mediation session must take place within [30] days after the date that such notice is given.

The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within [7] days after a party has given notice of a desire to mediate the dispute, any party may apply to any organization or person agreed to by the parties in writing, for appointment of a mediator.

The parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a party for representation by counsel at the mediation.



- P. Default and Termination. Either party by written notice of default (including breach of contract) to the other party may terminate the whole or any part of this agreement if the other party fails to perform any of the provisions of this contract, and after receipt of written notice from the first party, fails to correct such failures a period of 10 days or such longer period as the first party may authorize in writing after receipt of notice from the first party specifying such failure.
- Q. Merger Clause. This agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

V. AGREEMENT EFFECTIVE DATE

This agreement is effective upon execution by all parties.

Approved and accepted for:

THE WABASHA SOIL AND WATER CONSERVATION DISTRICT

TERRI PETERS Digitally signed by TERRI PETERS (Affiliate) (Affiliate) Date: 2022.08.23 09:19:54 -05'00'		
Wabasha Soil & Water Conservation District Board Chair or Delegated Signer	Date	
FOR THE SUBRECIPIENT		
2157/11/0	_	

8-22-2022 Date



Policy for the 2022-2023 Safe Drinking Water Phase 2 for Private Well Users Grant Program

Cost-share contracts with private well owners will be developed through the local SWCD office or designated County department and will require local board approval for contracting and final reimbursements to assure proper documentation of funding occurs and for proof a licensed well driller conducted the work.

Reference the Safe Drinking Water for Private Well Users Grant Program Application Guide for further information on application instructions.

Contract Approval Process

- a. The landowner must complete fully, sign, and date designated areas of the Safe Drinking Water for Private Well User's Application.
- b. Local staff will determine applications to be funded based on completed application and supporting documentation including:
 - i. Certification the well meets contamination criteria through a test report from a certified laboratory within the past three years.
 - ii. Invoice detailing work to be performed and project details
 - iii. Certification and documentation that well owner meets financial hardship eligibility criteria (if applicable)
- c. Local grant coordinators may submit project as encumbered to Wabasha SWCD (Terri Peters, District Manager or designee) on as frequent as a monthly basis for approval.
- d. The cost-share contract will be submitted to the SWCD Board of Supervisors (Board) for their review and approval. The landowner will receive written notification of the Board's action within 15 days of said approval.
- e. If the Board approves the contract, the cost share amount will not exceed the amount specified on the contract unless amended by the Board prior to payment.
- f. For well owner's meeting the contamination criteria, the grant program will provide funding to pay for:
 - i. Well Repair or reconstruction each eligible well owner is allowed 80% cost-share up to \$5,000 for well repair or reconstruction, including the cost of new pump or associated piping for a replaced well.
 - ii. Well Water Treatment Equipment and Installation each eligible well owner is allowed 80% cost-share up to \$2,500 for certified point-of-use water treatment system
 - iii. Construction of a new well each eligible well owner is allowed costshare up to \$7,200.



- g. For well owner's meeting both the contamination and financial hardship eligibility criteria, the grant program will provide funding to pay for:
 - i. Well Repair or reconstruction each eligible well owner is allowed 100% cost-share up to \$5,000 for well repair or reconstruction, including the cost of new pump or associated piping for a replaced well.
 - ii. Well Water Treatment Equipment and Installation each eligible well owner is allowed 100% cost-share up to \$2,500 for certified point-of-use water treatment system
 - iii. Construction of a new well each eligible well owner is allowed cost-share up to \$7,200.
- h. The well owner must not start any work on well remediation until the (the Board) approves the cost-share contract. If work starts prior to approval, the landowner will not be eligible for cost share funding through this program.

Grant Approval & Final Payment

- a. If selected, the applicant will receive notice of grant approval by mail or e-mail.
- b. Landowner or renter will contract a licensed plumber, licensed well driller, or licensed pump installer to complete remediation.
 - i. The landowner or the renter will be responsible for all project costs to the contractor directly.
 - ii. Use of cost share funds must be started within 1 year of the Board approved contract unless otherwise specified in the contract. Projects not completed within that time frame will be cancelled unless amended by Board approval. The amendment must be approved prior to the end of the contract.
 - iii. The applicant is responsible for maintenance of any equipment, including water treatment, for the life span of the equipment receiving financial cost-share assistance.
- c. Before final payment is approved by the Board; ensure completed application and supporting documentation is on file and provided to the Grant Administrator including:
 - i. certification the well meets contamination criteria through a test report from a certified laboratory within the past three years.
 - ii. work is certified by a licensed well driller, plumber, or pump installer. Copy of state-issued license is required. Photo documentation of the complete project/installation is encouraged.
 - iii. all invoices; invoices must be dated and itemized according to the equipment components and when work was performed. (i.e. filtration system installation, dates/hours worked, and equipment utilized.)
 - iv. Well and boring sealing record from MDH or the delegated well program (applicable if funding is provided for new well construction)
 - v. Well reconstruction permit from MDH or the delegated well program authority for any applicant receiving funds for well reconstruction.



- vi. Certification that well water conditioning equipment meets the criteria in Section V.H of the subagreement (applicable if funding is provided for water treatment)
- vii. Photo documentation of the complete project/installation
- d. The landowner must sign a cost share voucher (note: Private work is NOT an eligible component of the cost share practice).
- e. Well owner signature and date
- f. Grant award reimbursement check will be mailed to landowner or renter. The check amount will match the amount specified by the local office's contract with the landowner or renter.
- g. Grantee is responsible for maintaining their water system components for the life of the system. Recommend following the specifications of the unit to properly replace any filters or well system components and contracting with a licensed professional to perform routine maintenance.

,Please call office at 651-560-2053 or email <u>susan.cerwinske.wabashaswcd@gmail.com</u> if you have any questions on attending physically or by phone.

We have call-in capabilities for up to 10 people. Phone# 651-560-1088 Access code # 0147478#.

Wabasha Soil and Water Conservation District District Regular Board Meeting July 28, 2022 8:15 a.m. County Conference Room 625 Jefferson Ave.

I. CALL MEETING TO ORDER Meeting called to order at 8:15 am by Lynn Zabel, Chair Supervisors Present: Lynn Zabel, Chair, Chet Ross, Co-chair, Sharleen Klennert,

Treasurer, Larry Theismann, Secretary, Dag Knudsen, member

Staff Present: Terri Peters, District Manager

Others Present: Bob Walkes, County Commissioner

Attending on phone: Brian DeVetter, NRCS and Sue Cerwinske,

Bookkeeper/Administrative Assistant

II. PLEDGE ALLEGIANCE

III. AGENDA

Motioned by Klennert and seconded by Ross to approve the agenda as presented.

Affirmative: Ross, Klennert, Theismann, Knudsen, Zabel

Opposed: None Motion Carried

IV. PUBLIC COMMENTS

Comments limited to 5 minutes per speaker

V. <u>CONSENT AGENDA</u> -Board Action

- A. Approve Voucher payment for Joe Young for Contract# 21-SWD-1 in the amount of \$1,665.50 for Reverse Osmosis Water Treatment System (Funding from 2021 Safe Drinking Water for Private Well Users)
- B. Approve Voucher payment for Eugene Schnell for Contract# 20-Capacity-5 in the amount of \$1,996.28 for 412 Grassed Waterway (Funding from FY20 Capacity)
- C. Contract for Professional Services. Wabasha SWCD (Grant Administrator) is in need of professional services for private well water analysis for the 6-county regional Safe Drinking Water for Private Well Users Grant Program and the County of Olmsted acting through the Division of Health, Housing and Human Services (Contractor) desires to provide such services. \$4,000.00 grant total.

Delegate signature authority to Terri Peters to sign the sub-agreements with Greater Zumbro Watershed partners who participate

Motioned by Knudsen and seconded by Klennert to approve the Consent Agenda. Affirmative: Ross, Klennert, Theismann, Knudsen, Zabel

S

VI. **SECRETARY'S REPORT**

A. June 23, 2022 Meeting Minutes – Board Action

Motioned by Knudsen and seconded by Ross to approve the Secretary's Report

Affirmative: Ross, Klennert, Theismann, Knudsen, Zabel

Opposed: None **Motion Carried**

VII. TREASURER'S REPORT - Board Action

A. District Financial Statements

B. June Program Record

Motioned by Theismann and seconded by Klennert to approve the Treasurer's Report

Affirmative: Ross, Klennert, Theismann, Knudsen, Zabel

Opposed: None **Motion Carried**

VIII. **PAYMENT OF MONTHLY BILLS**

A. Monthly Bills in the amount of \$62,757.11 - Board Action

Motioned by Klennert and seconded by Ross to approve payment of the monthly bills in the amount of \$62,757.11

Affirmative: Ross, Klennert, Theismann, Knudsen, Zabel

Opposed: None **Motion Carried**

IX. **DISTRICT REPORTS**

A. Chair Report – Lynn Zabel

Attended by Area 7 Meeting. No resolutions ready to go. Someone brought up that we need to focus more on what is happening upstream that is causing soil erosion. Toured Faribault Woolen Mill rain garden project.

B. County Commissioner – Bob Walkes

County is Amidst the budget cycle. Came in better than anticipated but more work to do. County costs for cleaning ditches total \$233,000.00 which includes labor. County staff spend 25% of their tine in the summer cleaning ditches and culvert repairs. This does not include township roads.

Led to discussion on getting commissioners to understand what it is costing for clean up because of bad land conservation management, soil loss and capping animal units. Wabasha Cty does not have regulation of capping animal units. Groundwater cost shares are treating not solving the problem.

C. District Manager Report – Terri Peters

Booth at the Wabasha Fair

NACD grant helps cover technical staff time, closed out 2021 grant it is done. North Fork should be closed out soon. FEMA work being finalized by WSB, under budget release funds for another project.

Gorman Creek, bid request process.

WIC stream shocking event 7-7, Groundwater event at Theilman.

WinLaC planning process. Timeline for review & heading to BWSR board.

Dept of Health Grant, working on sub-agreements Quarterly reports on multiple grants.

TSA Meeting

Final Interviews for Americorp that we are hosting, starting 8-29 - urban forestry. WinLaC watershed money left. Talked with Emily Zanon and Sheila Harmes on what to do with it. Program called "Smarter Together" Interview ag producers, and partner with crop advisors.

New carpeting coming 8-8

- D. NRCS Report Brian DeVetter gave the report, descriptions of programs.
- E. District Technician Report- Matt Kempinger (in packet)
- F. Natural Resources Conservation Technician Report Henry Stelten (in packet)
- G. Bookkeeper/Administrative Assistant -Sue Cerwinske (in packet)
- H. BWSR Report Adam Beilke

Water fund grant going through 8-22-2022.

Within that 10 million available for projects on the ground, BMP protection or restoring. Sub program focuses on Drinking Water Protection.

Along with that \$800,000 long range management grant.

1.5 million available soil health practices, protecting water supplies. Shifting toward watershed funding, Zumbro, WinLaC.

Terri submitting new application for W. Indian for more funds.

Soil heath practices application for Drinking water supply.

Adam any Ideas for applications, less competitive right now. Terri will try that application again for soil health practices. Input from Adam.

Adam said BWSR received \$3 million for developing new RIM program focused on 1W1P. New pot of money that could, also include RIM projects not funded earlier. Available for watersheds that have a plan.

I. Other agencies --

X. OLD BUSINESS

A. Conservation Project – Lynn

Lynn noted anyone can present ideas here. Dag said good thought, we should brainstorm outside of regular meeting.

Side note: CA Solar panels end up in the land fill, diminished useful life. Impact of buying more instead of just doing with less.

Attended Practical Farmers of Iowa Field Day in Oronoco. The family had native pollinators, CRP and projects on native plants. Struggle with deer and flooding, they are on the Zumbro bottoms. They have 40 acres. Olmsted SWCD worked with Xerxes Society. Cooperative effort to help them out.

Also came across a fellow and his dad, interested in planting native plants and renting out the rest of his land. His siblings want to sell the land, but he wants to keep it. Lynn offered that once he had some ideas to contact Wabasha SWCD to see if we could help him. Brian DeVetter said that NRCS has a working relationship with the Xerxes Society. They provide technical services for habitats. John has worked with them and producers. Just need to seek assistance.

B. Conservation Farmer of the Year – **Board Discussion/Board Action**Nominees: Henry suggestions: Joe Zarling, Dan Young and Adam Graner.

The board picked Charles Schmitt on a COVID year and there was no write up or

convention. Revisit his nomination.

Discussion: Dag would do interview with Charles Schmitt after getting information about his land and what conservation practices he has done.

After lengthly discussion, it was decided not to have a nominee this year.

Motioned by Klennert and seconded by Theismann to table selecting Conservation

Farmer of the Year for 2022.

Affirmative: Ross, Klennert, Theismann, Knudsen, Zabel

Opposed: None Motion Carried

XI. NEW BUSINESS

- A. Plat Books Rockford Map Publishers quote for 2023 Wabasha plat book **Board Discussion/Action**
 - i. Photo Contest for Cover of the new Plat Book

Motioned by Klennert and seconded by Theismann to approve ordering 100 Wabasha County Plat Books for 2023 from Rockford Map Publishers per quoted amount and also having photo contests for front cover.

Affirmative: Ross, Klennert, Theismann, Knudsen, Zabel

Opposed: None Motion Carried

B. IRS adjustment for standard mileage rate at midyear to better reflect the recent increase in fuel prices. July 1, 2022 – December 31, 2022 adjustment to \$.625 /mile Resolution 07012022-1 – Board Action

Motioned by Theismann and seconded by Ross to approve the IRS adjustment for standard mileage rate at midyear to better reflect the recent increase in fuel prices. July 1, 2022 – December 31, 2022 adjustment to \$625 /mile. Resolution 07012022-1

Affirmative: Ross, Klennert, Theismann, Knudsen, Zabel

Opposed: None Motion Carried

- C. Amendment for the North Fork Zumbro at Mazeppa project-Lynn has already signed Informational
- D. Employee Clothing Allowance New shirts, sweatshirts, etc. **Board Discussion/Board Action**

Board can also get shirts if they want to.

Motioned by Klennert and seconded by Theismann to approve clothing allowance of \$130.00 - \$150.00 per SWCD employee

Affirmative: Ross, Klennert, Theismann, Knudsen, Zabel

Opposed: None
Motion Carried

E. Upcoming Events:

Townsquare Media – Launching of new Website
 Information missing, not ready for 7-18 launch. Terri sending them changes and additions before approving launching the new website.

XII. Board Reports

- A. Whitewater JPB Lynn No Meeting
- B. Zumbro 1W1P Larry (alternate Dag)

Dag and Terri attended meeting by remote. Changed by-laws to match study mode to action mode, action plans and the budget outlined for this year. Meet quarterly. Projects for \$175,000.00 or more needs to go to board for approval. Terri reported on AIG grant. YouTube video done for Well Testing and Soil Health will be complete in a couple of weeks. 3-month program.

- C. WinLaC 1W1P Lynn

 Lynn reported that two speakers talked about whether structure should be Joint

 Powers Board or Joint Power Collaboration. No decisions made at this time.
- D. SE SWCD Technical Support JPB Larry
 Larry reported that they had meeting and went over the budget and at this time
 the budget is stable. Limiting amount of cost share so that more projects can be
 done. Have different projects in different stages. Engineers help out with local
 SWCD's training. Budgeted for second truck and want to go through state vehicle
 program to purchase. May look into buying a leased truck.
- E. County Board Meeting Larry (alternate Sharleen)

 Sharleen attended the meeting, presented report from Terri's email.
- F. Hiawatha Valley RC&D Lynn

 Zabel reported that they didn't have a meeting. Sent out doodle poll, but no meeting setup yet.

XIII. Adjourn – Board Action

Motioned by Zabel to adjourn the meeting at 10:46 am

Resp	ectively s	ubmitted by:	
Larry	Theisma	nn, Secretary	

2:44 PM 08/04/22 Cash Basis

Wabasha Soil and Water Conservation District Cash Balances

As of July 31, 2022

	Jul 31, 22
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	68,014.57
Money Market WNB Financial	7,402.08
Peoples State Bank Money Market	357,526.38
Petty Cash	83.90
WNB Financial	59,871.41
Total Checking/Savings	492,898.34
Total Current Assets	492,898.34
TOTAL ASSETS	492,898.34
LIABILITIES & EQUITY	0.00

Wabasha Soil and Water Conservation District Balance Sheet

As of July 31, 2022

	Jul 31, 22
ASSETS	
Current Assets Checking/Savings	
Money Market- Bank of Alma	68,014.57
Money Market WNB Financial	7,402.08
Peoples State Bank Money Market Petty Cash	357,526.38 83.90
WNB Financial	59,871.41
Total Checking/Savings	492,898.34
Accounts Receivable 11000 · Accounts Receivable	3,145.72
Total Accounts Receivable	3,145.72
Total Current Assets	496,044.06
Fixed Assets	
15000 · Furniture and Equipment	
Computer	8,706.00
Laptops for Distrcit Techs (2) Samsung Tablets	3,149.22 1,548.69
15000 · Furniture and Equipment - Other	109,828.00
Total 15000 · Furniture and Equipment	123,231.91
17000 · Accumulated Depreciation	-79,335.42
Total Fixed Assets	43,896.49
Other Assets	
Prepaid Items	
Prepaid Rent	920.43
Total Prepaid Items	920.43
Total Other Assets	920.43
TOTAL ASSETS	540,860.98
LIABILITIES & EQUITY	
Liabilities Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	792.44
Total Accounts Payable	792.44
Other Current Liabilities	
Allowance for Unemployment Reim	1,581.86
Deferred Revenue AIS	76,315.06
FY18 Capacity	1,729.56
FY19 Capacity	4,279.45
FY20 Buffer Initiative	4,383.28
FY20 Capacity	4,016.02
FY20 CWMA	1,932.12
FY20 State Cost share	2,336.70
FY21 Buffer Initiative	15,163.00
FY21 Capacity	31,537.75
FY21 State Cost Share	8,705.80
FY22 Buffer Initiative	17,000.00
FY22 Capacity	86,873.54
FY22 LWM	-62.01
FY22 State Cost Share	15,401.00 3 211 85
FY22 WCA FY23 Conservation Delivery	3,211.85 19,619.00
FY23 Conservation Delivery FY23 State Cost Share	15,401.00
1 120 State Sost State	

12:55 PM 08/15/22 Accrual Basis

Wabasha Soil and Water Conservation District Balance Sheet

As of July 31, 2022

	Jul 31, 22
Total Deferred Revenue	307,843.12
Deposit on Tree Sales 24000 · Payroll Liabilities 25500 · Sales Tax Payable	35.00 1,192.99 568.40
Total Other Current Liabilities	311,221.37
Total Current Liabilities	312,013.81
Total Liabilities	312,013.81
Equity Fund Balance- Restatement Fund Balance Designated Investment in Capital Assets 30000 · Opening Balance Equity 32000 · Owners Equity Net Income	47,943.10 31,903.30 43,896.49 649.89 162,483.44 -58,029.05
Total Equity	228,847.17
TOTAL LIABILITIES & EQUITY	540,860.98

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

July 2022

	Jul 22				
Ordinary Income/Expense Income					
Charges for Services Plat Book Sales	35.00				
Total Charges for Services	35.00				
Intergovernmental Revenues Federal 319 Feedlot Fix FY22 MPCA - Chloride Monitoring	13,671.99 3,715.10				
Total Federal	17,387.09				
Partners Grants FY22 NACD TA Grant	32,000.00				
Total Partners Grants	32,000.00				
State FY20 Gorman Creek Restoration FY21 MDA Knotweed Grant FY22-23 WAGZ FY22 Easement Delivery (RIM) MAWQCP North Fork Zumbro-Mazeppa	239.20 3,561.82 24,021.87 1,650.00 27,977.33 23,554.50				
Total State	81,004.72				
Total Intergovernmental Revenues	130,391.81				
Total Income	130,426.81				
Gross Profit	130,426.81				
Expense District Operations Other Services and Charges Building Rent Employee Education and Training Employee Mileage Fees and Dues Internet Expense Supervisor's Expenses Supervisor's Mileage Unemployment Expense Payment Vehicle Expenses Chevrolet Silverado Vehicle Exp Hyundia Tucson Vehicle Expense	920.43 182.60 131.25 81.65 179.66 0.00 573.31 369.93				
Total Vehicle Expenses	92.99				
Total Other Services and Charges Personnel Services Employee Salary Permanent Employer Life and Health 66000 · Payroll Expenses Employer Life and Health - Other	2,531.82 19,233.64 6,975.29 22.00				
Total Employer Life and Health	6,997.29				
Employer Share FICA Employer Share Medicare Employer Share PERA	1,304.69 305.13 1,332.86				
Worker's Comp Insurance	-91.00				
Total Personnel Services	29,082.61				
Supplies					

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

July 2022

Office Supplies 8.58 Total Supplies 8.58 Total District Operations 31,623.01 Project Expenditures District 232.95 Plat Book Expense 232.95 Total District 232.95 Federal 319 Focus Small Wtrshd-W.Indian FY22 MPCA Chloride Monitoring 2,213.44 Total Federal 2,234.07 Partners Grants 16,088.06 Total Partners Grants 16,088.06 State FY21 NACD TA Grant 16,088.06 State FY22 Capacity 1,996.28 FY21 Regnl DW for Private Wells 1,665.50 FY22 WCA 633.29 MAWQCP Administration 24,691.55 North Fork Zumbro-Mazeppa 7,416.14 Total State 36,402.76 Total Project Expenditures 54,957.84 Total Expense 86,580.85 Net Ordinary Income 43,845.96 Other Income Interest Earnings MM's 270.63 Total Interest Income Interest Income Interest Income Interest Income 270.63 Net Other Income 270.63		Jul 22			
Total District Operations 31,623.01	Office Supplies	8.58			
Project Expenditures 232.95 Total District 232.95 Federal 319 Focus Small Wtrshd-W.Indian FY22 MPCA Chloride Monitoring 2.213.44 Total Federal 2,234.07 Partners Grants FY21 NACD TA Grant 16,088.06 Total Partners Grants 16,088.06 State FY21 Capacity 1,996.28 FY21 RegnI DW for Private Wells FY22 WCA 633.29 MAWQCP Administration 24,691.55 North Fork Zumbro-Mazeppa 7,416.14 Total State 36,402.76 Total Project Expenditures 54,957.84 Total Expense 86,580.85 Net Ordinary Income 43,845.96 Other Income Interest Income Interest Earnings MM's 270.63 Total Other Income 270.63 Net Other Income 270.63 Net Other Income 270.63	Total Supplies	8.58			
District Plat Book Expense 232.95 Total District 232.95 Federal 319 Focus Small Wtrshd-W.Indian FY22 MPCA Chloride Monitoring 2.213.44 Total Federal 2,234.07 Partners Grants FY21 NACD TA Grant 16,088.06 Total Partners Grants 16,088.06 State FY20 Capacity FY21 Regnl DW for Private Wells FY21 Regnl DW for Private Wells FY22 WCA 633.29 1,665.50 MAWQCP Administration 24,691.55 North Fork Zumbro-Mazeppa 7,416.14 36,402.76 Total State 36,580.85 36,580.85 Net Ordinary Income 43,845.96 Other Income (Expense Other Income Interest Earnings MM's 270.63 270.63 Total Interest Income Interest Income Interest Earnings MM's 270.63 270.63 Total Other Income 270.63 Net Other Income 270.63	Total District Operations	31,623.01			
Federal 319 Focus Small Wtrshd-W.Indian FY22 MPCA Chloride Monitoring 2,213.44 Total Federal 2,234.07 Partners Grants FY21 NACD TA Grant 16,088.06 Total Partners Grants FY21 NACD TA Grant 16,088.06 State FY20 Capacity 1,996.28 FY21 Regnl DW for Private Wells 1,665.50 FY22 WCA 633.29 MAWQCP Administration 24,691.55 North Fork Zumbro-Mazeppa 7,416.14 Total State 36,402.76 Total Project Expenditures 54,957.84 Total Expense 86,580.85 Net Ordinary Income 43,845.96 Other Income Interest Income Interest Income Interest Income 270.63 Total Other Income 270.63 Total Other Income 270.63 Net Other Income 270.63	District	232.95			
319 Focus Small Wtrshd-W.Indian FY22 MPCA Chloride Monitoring 2,213.44 2,213.44 2,213.44 2,234.07 2,234.07 2,234.07 2,234.07 2,234.07 2,234.07 2,234.07 2,234.07 2,234.07 2,234.07 2,234.07 2,234.07 2,234.07 2,234.07 2,234.07 2,234.07 2,234.07 2,234.07 2,234.07 2,234.06 2,234.07 2,234.06 2,234.07	Total District	232.95			
Partners Grants 16,088.06 Total Partners Grants 16,088.06 State 1,996.28 FY20 Capacity 1,996.28 FY21 Regnl DW for Private Wells 1,665.50 FY22 WCA 633.29 MAWQCP Administration 24,691.55 North Fork Zumbro-Mazeppa 7,416.14 Total State 36,402.76 Total Project Expenditures 54,957.84 Total Expense 86,580.85 Net Ordinary Income 43,845.96 Other Income/Expense Other Income Interest Income 270.63 Total Other Income 270.63 Total Other Income 270.63 Net Other Income 270.63	319 Focus Small Wtrshd-W.Indian				
FY21 NACD TA Grant 16,088.06 Total Partners Grants 16,088.06 State 1,996.28 FY20 Capacity 1,996.28 FY21 RegnI DW for Private Wells 1,665.50 FY22 WCA 633.29 MAWQCP Administration 24,691.55 North Fork Zumbro-Mazeppa 7,416.14 Total State 36,402.76 Total Project Expenditures 54,957.84 Total Expense 86,580.85 Net Ordinary Income 43,845.96 Other Income/Expense Other Income Interest Income 270.63 Total Interest Income 270.63 Total Other Income 270.63 Net Other Income 270.63	Total Federal	2,234.07			
State FY20 Capacity 1,996.28 FY21 Regnl DW for Private Wells 1,665.50 FY22 WCA 633.29 MAWQCP Administration 24,691.55 North Fork Zumbro-Mazeppa 7,416.14 Total State 36,402.76 Total Project Expenditures 54,957.84 Total Expense 86,580.85 Net Ordinary Income 43,845.96 Other Income/Expense Other Income 1nterest Income Interest Earnings MM's 270.63 Total Interest Income 270.63 Total Other Income 270.63 Net Other Income 270.63		16,088.06			
FY20 Capacity 1,996.28 FY21 Regnl DW for Private Wells 1,665.50 FY22 WCA 633.29 MAWQCP Administration 24,691.55 North Fork Zumbro-Mazeppa 7,416.14 Total State 36,402.76 Total Project Expenditures 54,957.84 Total Expense 86,580.85 Net Ordinary Income 43,845.96 Other Income/Expense Other Income Other Income 270.63 Total Interest Income 270.63 Total Other Income 270.63 Net Other Income 270.63	Total Partners Grants	16,088.06			
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Total Expense 86,580.85 Net Ordinary Income 43,845.96 Other Income/Expense Other Income Interest Income Interest Earnings MM's	Total State	36,402.76			
Net Ordinary Income 43,845.96 Other Income/Expense Contact Income Other Income 270.63 Interest Earnings MM's 270.63 Total Interest Income 270.63 Net Other Income 270.63	Total Project Expenditures	54,957.84			
Other Income/Expense Other Income 270.63 Interest Earnings MM's 270.63 Total Interest Income 270.63 Total Other Income 270.63 Net Other Income 270.63	Total Expense	86,580.85			
Other Income Interest Income Interest Earnings MM's 270.63 Total Interest Income 270.63 Total Other Income 270.63 Net Other Income 270.63	Net Ordinary Income	43,845.96			
Total Other Income 270.63 Net Other Income 270.63	Other Income Interest Income	270.63			
Net Other Income 270.63	Total Interest Income	270.63			
	Total Other Income	270.63			
Net Income 44 116 59	Net Other Income	270.63			
	Net Income	44,116.59			

8:37 AM 08/25/22 Cash Basis

Wabasha Soil and Water Conservation District Monthly Bills Listing

August 25, 2022

Туре	Date	Num	Name	Memo	Account	Paid Amount
Aug 25, 22						
Liability Check	08/25/2022	11664	Auditor/Treasurer of Wabasha County	August Insurances	WNB Financial	-559.85
Liability Check	08/25/2022	EFT	MN PEIP	Group Number 03732 September Health Insurance	WNB Financial	-5,586.42
Liability Check	08/25/2022	EFT	VSP Vision Care	September Vison Insurance	WNB Financial	-64.04
Bill Pmt -Check	08/25/2022	11665	HBC	8/02 - 9/01/2022 Internet Usage	WNB Financial	-79.66
Bill Pmt -Check	08/25/2022	11666	Henry Stelten-b	Henry - Conservation Planning Training Aug 1 -5	WNB Financial	-67.43
Bill Pmt -Check	08/25/2022	11667	Jennifer Wahls-C		WNB Financial	-3,937.50
Bill Pmt -Check	08/25/2022	11668	Mittel Schule, Inc.	Rent for September 2022	WNB Financial	-920.43
Bill Pmt -Check	08/25/2022	11669	Office Depot	·	WNB Financial	-285.20
Bill Pmt -Check	08/25/2022	11670	Olmsted County Public Works	July-Mark Root Salary Benefits and MAWQCP Exp.	WNB Financial	-8,979.11
Bill Pmt -Check	08/25/2022	11671	Paul Busch Auto Center, Inc.	Check for squeeak noice front of Vehicle	WNB Financial	-42.00
Bill Pmt -Check	08/25/2022	11672	Ratwik, Roszak & Maloney, P.A.	Revise personnel policies, draft email to Teri with questions	WNB Financial	-888.00
Bill Pmt -Check	08/25/2022	11673	Terri Peters (Expenses)	Rochester MNDOT -meet students and Mgr Meeting	WNB Financial	-56.25
Bill Pmt -Check	08/25/2022	11674	Wabasha County Highway Department	July gas - Hyundai 20.65, Silverado 37.66	WNB Financial	-222.02
Bill Pmt -Check	08/25/2022	11675	WSB	N.Fork Scope Expansion Prof Services 7-1 to 7-31-2022	WNB Financial	-310.00
Bill Pmt -Check	08/25/2022	11676	Dan Johnson-c	22-CS-1 FY21 Cost Share 1,537.50 FY22 Cost Share 3,287.50	WNB Financial	-4,825.00
Bill Pmt -Check	08/25/2022	11677	Jeremy Nelson	22-CS-2 327 Pollinator Habitat	WNB Financial	-1,160.00
Aug 25, 22						-27,982.91

NRCS Field Office Report 8/25/22 John Benjamin

Current office standing

- The office is open to producers.
- Masks are currently required in the building; this could change on a weekly basis dependent on CDC COVID community levels.

CSP (Conservation Stewardship Program)

- 10 Active contracts
- 10 Applications for CSP classic in pending status
- 2 Applications for CSP23 renewal

EQIP (Environmental Quality Incentive Program)

- 22 Active EQIP contracts (totaling roughly \$335,00 in cost share remaining to be paid out)
- 24 Applications in pending status

RCPP-EQIP (Regional Conservation Partnership Program- EQIP)

- 4 active contracts (totaling roughly \$22,290 in cost share remaining to be paid out)
- No applications submitted

RCPP (Regional Conservation Partnership Program)

Land Management fund through MAWQCP sign up is applicable in this county

- 1 Active contract
- No applications submitted

CRP (Conservation Reserve Program)

- 113 Expiring contract reviews for FY23
- 109 reviews completed so far.
- 32 Continuous offers accepted (6 contracts signed currently)
- 17 General offers accepted. (Contracts completed)

Monthly Report – August 2022

Matt Kempinger

Training

- WASCOB design training
- MAWQCP Certification Tool

Projects

- Pre-construction meetings for 2 projects
- Staked 1 grassed waterway site for construction
- Construction monitoring for 1 grassed waterway
- As-Built certification for 1 grassed waterway
- Preliminary design work for 1 waterway
- Preliminary design work for 6 grade stabilization structures
- Prepared and submitted RFA for 2 feedlot projects
- Site investigation for 2 grade stabilization structures
- Site investigation for 1 feedlot project
- Voucher processing for 1 grade stabilization structure
- Compile maps for manure management planning on 8 tracts
- Prepare contract for 1 grade stabilization structure
- Prepare material for Gorman Creek stream project bid package

Others

- Clean Water Fund Application
- Processing of 1 WCA joint application
- Review of 2 1026 requests for WCA
- Held 1 WCA TEP meeting
- Draft 1 WCA restoration order
- Represent WCA during 2 proposed wetland bank site visits
- Informed 1 landowner about MAWQCP program
- Provided documentation to MAWQCP specialist for 3 projects
- Answered general resource questions from public and assisted where possible
- Setup SWCD GIS system for managing future MAWQCP certifications

Work Summary - August 2022

Henry Stelten

Projects

- 327 Conservation Cover Pollinator Planting practice certification and voucher processing (x1)
- 319 Grant feedlot pollution reductions & reporting (x1)
- 410 Grade Stabilization contracting and/or planning & communications (x4)
- WASCOB planning & communications (x1)
- WIC project planning & site visits (x4)
- RFA documentation prepared & submitted for engineering projects (x3)
- Sinkhole site assistance and communications (x1)

<u>Others</u>

- West Indian Creek non-structural outreach flyer
- West Indian Creek non-structural outreach post card
- West Indian Creek non-structural targeted letter & mailers
- Assistance with misc. landowner resource concerns and questions
- RIM easement inspections (x12)
- Assisted NRCS with CRP re-enrollment site checks (x3)
- Follow up phone calls for Safe Drinking Water funding availability
- WIC partners & coordination meetings
- Buffer Law documentation for reviewed parcels

Training

- BWSR Tech Talk Grazing Management Systems
- Conservation Planner Course Morris, MN

SUE

MPCA Invoice for West Indian – compile information and sent

New Carpet Installation – Move and boxed up desk

NFWF – Postage spreadsheet for invoicing

New Website – looked through all tabs and links - sent corrections and additions to

Townsquare Media

MDA Noxious Weed Grant invoice/record payment

Post MCIT Worker's Comp Refund

Payroll and payroll liabilities, taxes reporting and payment

Deposits and checks

Recorded payments

MDA Invoicing for July MAWQCP – Mark Root Expenses

Redid Contractors List with additions – send to Townsquare to update on website

Board Minutes from recording

Put together agenda and board packet for 8-25 meeting.



Hoosier Ridge Ranch

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

1 message

Peters, Terri - NRCS-CD, Wabasha, MN terri.peters@mn.nacdnet.net
Wed, Aug 24, 2022 at 10:44 AM To: sharliek sharliek@hughes.net, "Crossmule9@gmail.com" <crossmule9@gmail.com>, "Lynn Zabel (Lynn.zabel.wabashaswcd@gmail.com>, "dag@dagknudsen.com" <dag@dagknudsen.com", "Larry Theisman (Larry.theismann.wabashaswcd@gmail.com)" larry.theismann.wabashaswcd@gmail.com)" larry.theismann.wabashaswcd@gmail.com)"

All,

I am recommending that the board move forward with selecting Hoosier Ridge Ranch, Eric and Michelle Heins, as the Wabasha County Outstanding Conservationist of the Year. They have done a lot on their farm in the short time they have lived there and they continue to make progress at a very motivated rate.

After thinking about this since our last meeting, I am quite uncomfortable with not submitting a nomination to the State for this award. It has been a hallmark of the district to do so for many years. There are candidates and it is increasingly challenging for staff to pull some of these things together. We have a lot more responsibilities than in the past and relatively new staff who are not comfortable with recommending or writing the nomination. At any rate, the board should continue to recognize someone from the County annually. Nominees appreciate the recognition and it often motivates them to pursue further activities and engage with the District. The evaluation criteria that will also come to the board meeting is a good guide, but I don't believe we need to get into the weeds that the candidate meet ALL of the criteria All of the time. It's great when we can show they do, but let's take people who are doing good things to the awards banquet.

I've attached a brief write-up of what they have done. I'll interview him. I am sure they are happy to have you visit. I will work on times and whoever wants to come out, we'll go.

Terri Peters, District Manager



611 Broadway Ave., Suite 10

Wabasha, MN 55981

(651) 560 - 2044

"Don't judge each day by the harvest you reap but by the seeds that you plant."

- Robert Louis Stevenson, Scottish novelist (1850-1894)

Hoosier Ridge Ranch – Eric and Michelle Heins

Local market beef -100% grass-fed and grass-finished beef. Born and raised on Hoosier Ridge. Benefit of method of raising cattle - keep input costs stable sales prices stable.

Managed intensive grazing





Grazing cover crops

Silvopasture

Water access on each paddock

Growing small grains

Planting cover crops

Fencing (entire operation will be fences to allow grazing at any point)

Grazing 4^{th} crop hay (instead of taking a 4^{th} crop, they are grazing it. More economical than making hay, saves a pass).

Kernza? Still pending, but in future plans

Raise chickens/sell eggs

Managed woodlands - Firewood self-service sales stand





From:

LeAnn Buck

To:

LeAnn Buck

Subject:

[External Email]Soil Management Summit 2022: support scholarships to build your farmer networks

Date: Monday, July 18, 2022 8:22:25 AM

[External Email]

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

Use caution before clicking links or opening attachments.

Please send any concerns or suspicious messages to: Spam.Abuse@usda.gov

To: SWCD Managers,

Please see request from University of Minnesota Water Resource Center: MN Office of Soil Health. If you have questions, please see U of M contact information below. LeAnn

Dear SWCD Managers and Administrators,

The U of M Soil Management Summit is December 15-16, 2022 in St. Cloud. This is the premier statewide opportunity for producers and ag advisors to meet and learn from each other about in-field conservation practices including cover crops, reduced tillage, and nutrient and weed management in these systems. Farmer participation in the SMS can strengthen local networks and build their confidence in using these soil and water friendly practices.

We encourage Soil and Water Conservation Districts to promote participation in your area by funding SMS scholarships. This year, the registration fee is \$160 (\$180 after Nov 30), and we are offering a special rate for farmers of \$125. Would your district fund full or half scholarships to cover the farmer rate? We will give you a coupon code that producers can use when registering. Then, after the event, we will send you an invoice for the coupons actually used.

If you are interested, please contact Shane Bugeja at sbugeja@umn.edu. Indicate whether you will fund full or half scholarships, and the maximum number of scholarships you can support.

For more about the Soil Management Summit, visit z.umn.edu/SMS2022

Sincerely, on behalf of the SMS planning committee,

Marcelle Lewandowski, alewand@umn.edu

A. Marcelle Lewandowski
University of Minnesota Water Resources Center
Coordinator, Minnesota Office for Soil Health

From: Fitzgerald, William (MDA) <william.fitzgerald@state.mn.us>

Sent: Tuesday, August 9, 2022 5:19 PM

To: Brad Matlack

bradmatlack@carltonswcd.org>; Bucklin, David <david.bucklin@co.cottonwood.mn.us>; Darren Newville (darren.newville@eot.mnswcd.org) <darren.newville@eot.mnswcd.org>; Fuchs, Dennis - NRCS-CD, Waite Park, MN <Dennis.Fuchs@mn.nacdnet.net>; kay.gross@co.cottonwood.mn.us; klein.eastpolk (klein.eastpolk@gmail.com)

<klein.eastpolk@gmail.com>; kyle.krier@pcmn.us; Peters, Terri - NRCS-CD, Wabasha, MN

<terri.peters@mn.nacdnet.net>; tkuphal@co.scott.mn.us

Cc: #MDA_ PFMD MAWQCP ST PAUL <MDA.PFMD.MAWQCP.ST.Paul@state.mn.us>

Subject: Soil Management Summit

Hi Friends,

Just a quick FYI, our partners and fiscal agents in our west central area, Stearns SWCD, is planning to offer some cost share assistance for producers to attend the 2022 Soil Management Summit in St. Cloud this year. They plan to offer a full ride scholarship to those in their area assessed or certified and 50% to those who apply and have not yet gone through the process. If you would like to do something similar, perhaps with your own formulas, to promote both certification and the summit or help educate producers to implement soil health practices that will get them certified feel free to use promo funds from our JPA to do so. If you have any questions, let me know.

Thanks!

Bill

William Fitzgerald

Minnesota Agricultural Water

Quality Certification Program

william.fitzgerald@state.mn.us

651-201-6159 office

651-503-8968 mobile

MyLandMyLegacy.com





FW: Soil Management Summit

1 message

Peters, Terri - NRCS-CD, Wabasha, MN version-net To: Susan Cerwinske susan.cerwinske.wabashaswcd@gmail.com

Tue, Aug 16, 2022 at 2:13 PM

This is something that could be on agenda for board approval

From: Peters, Terri - NRCS-CD, Wabasha, MN Sent: Wednesday, August 10, 2022 12:00 PM

To: matt.kempinger.wabashaswcd <matt.kempinger.wabashaswcd@gmail.com>; Stelten, Henry - FPAC-NRCS-CD,

WABASHA, MN < Henry.stelten@mn.nacdnet.net>

Cc: Lynn Zabel (Lynn.zabel.wabashaswcd@gmail.com) <lynn.zabel.wabashaswcd@gmail.com>; Larry Theisman (Larry.theismann.wabashaswcd@gmail.com>; dag@dagknudsen.com; sharliek <sharliek@hughes.net>; Crossmule9@gmail.com

Subject: FW: Soil Management Summit

Here is something we could consider doing with some MAWQCP funds in our area. It looks like we could get some scholarship funds approved if producers are pursuing certification.

Matt and Henry, you could share with people you are working with to assess interest. If the board approves, we can work on a way to offer this and promote through out website and Facebook page. I've attached the original notice that LeeAnn Buck sent out.

Terri Peters, District Manager



611 Broadway Ave., Suite 10

Wabasha, MN 55981

(651) 560 - 2044

"Don't judge each day by the harvest you reap but by the seeds that you plant."

Robert Louis Stevenson, Scottish novelist (1850-1894)

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization:	Contract Numbe	er:	Other state of non-State fund		Amendment		Canceled
Wabasha SWCD	22- Cap	acity-2	✓ YES		Board Meeting D	ate(s):	Board Meeting Date(s):
*If contract amended, attach amendment form(s) to	this contract.		***************************************		-		
Applicant							
Land Occupier Name Address				City/State		Zip Code	
Klavetter Family Farm 820 3rd Av		e NW		Plainvi	iew, MN	55934	
* 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 Loc	ation						
Township Name:			Town	ship No:	Range No.:	Section No.	1/4,1/4
Plainview			1	.08	11	36	SE1/4, NE/1/4

Contract Information

- I (we), the undersigned, do hereby request cost share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:
- 1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 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:

NRCS - Field Office Technichal Guide - 410 Grade Stabilization Structure	
INTOO - Field Office reclinicial odide - 410 Grade Stabilization Structure	
1	

- 5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
- 6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/30/2023, 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 75.% of the total cost to establish the conservation practice. Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the flat rate payment option.
- 5. To provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

(-17-W)	1					
Date	Landowner of difference from applicant		r			
	Address, if different from applicant information:					
Conservation Pract	tice or which cost-share is requested is:	410 Grade	Stabilization Structu	ıra		
Eligible Component Standards &			Engineered Practice:	☑ YES	Пио	Total Project Cost Estimate

Technical Assessment and Cost Estimate

410 Grade Stabilization Structure, 342 Critical Area Planting,

484 Mulching

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

Ecological Practice:

☑ YES □ NO

☐ YES ☐ NO

\$23,781.28

Date	Technical Assistance Provider	NRCS-CPA-1245 (Practice Approval and Payment Worksheet) can be utilized as the certification of practice
0-11-22	Matt Kempinger	completion. An attached completed, and signed NRCS-CPA-1245 and the as-built can be used as the Technical
0-16-22	Matt Kempinger	Certification on the "Voucher and Certification"

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 ontion

Amount	Program Name	Fiscal Year
\$12,514.70	2022 Capacity	2022
\$321.26	2021 Capacity	2021

Date	Authorized Signature	Total Amount Authorized
		\$12,835.96

	Conservationist/Awards program evaluation criteria
Suggested (b	by Dag) as MUSTS: —The use of contour strips and buffers, —No Till and cover cropping —Minnesota Agricultural Water Quality Conservation Program certified, —no tiling.
Suggested (b	y Dag) additional considerations: —Known performance improvements in the areas of financial, soil health, reduced runoff, improved water quality
State award	program criteria
1. Partici	pation in the SWCD's programs.
Coop	eration with SWCD through following efforts:
A.	Forestry improvement and establishment
B.	Wind erosion practices
	-permanent vegetation
	—terraces
	-
C.	Pasture Improvement and management
	-rotational grazing
	-forage management
	variety selection
	-grazing strategies
D.	Cropland management
	-tillage
	-soil test
	—soil types
	-other crop strategies
	—hay
	—rotations
	-large grass components
E.	Integrated pest management
	-Scouting
	Insect resistant varieties
	—rotation

-no till

-cover crop

-roots in the ground always

F.	Livestock and manure management practices
G.	Buffer practices —riparian areas —filter strips
Н.	Shoreline stabilization
l.	Wetland restoration/management structures
J.	Wildlife practices
K	Other soil, water and forest conservation practices
2. Lead	ership in the community
A.	Explain nominee's leadership and activities in —in the community —with agencies and organizations —agriculture —environmental —civic —church —
B.	Farmers, sportsmen and conservation relationships and activities —sportsmen organizations (member, leader) —conservation organizations (member, leader)
3. Specia	al activities not included above
	Beautification and/orRecreation and/orConservation and/orEducation
4. Sumr	mary of your reasons for nominating this person for the award

The following is extracted from the Area 8 winners last year (2021)

Implemented...

- Grade stabilization structures
- Feedlot improvements
- Contour strips
- ◆ CRP
- ♦ Waterway
- Best management practices
- ♦ Thinned forest
- Create pollinator habitats

Used...

- ◆ EQUIP program
- CSP program
- ♦ Reinvest in MN reserve (RIM) easements
- Ag water quality certified

Active leadership roles in community...

- ◆ SFA
- ♦ Organic Valley
- **♦** 4⊢
- Mentors for SFA Dairy Grazing apprenticeship
- ◆ Farmer to farmer networking

Practice...

- ◆ Regenerative agriculture
- Cover crops
- Buffers
- Diversion
- Water and sediment control basins
- No till
- Nutrient management
- Integrated pest management
- Strip till
- Perennial vegetation

Awards programs offered by the Minnesota Association of SWCD:

Soil and Water Conservation District of the year

Outstanding Conservationist Award

Community Conservationist award

Outstanding Forest Steward Award

DNR Division of Ecological and Water Resources Appreciation award

MASWCD Teacher award

MASWCD Legislator of the Year award

MASWCD Friend of Conservation award

Employee Outstanding Contribution award

MASWCD Supervisor of the Year award



8/23/2022

To the Regional Conservation Partnership Program Review Committee,

The Wabasha Soil & Water Conservation District is writing this letter in support of the *Driftless Area Habitat for the Wild & Rare – Phase 3*, proposal submitted by Trout Unlimited for the Regional Conservation Partnership Program.

Our county delivers programs and projects to address excess nutrient and sediment sources in surface waters of the Mississippi River Basin's Driftless Area Watersheds and has as a long history of providing technical assistance, funding for conservation, and developing educational programs to engage landowners. Wabasha County is home to 18 cold water trout streams and projects that protect streams from pollutant loading consistently receive priority. The SWCD currently has an approved 319 Nine Key Element Plan and MRBI funding for the West Indian Creek watershed where a second TU restoration was recently completed for a total of 3 connected stream miles restored. \$426,375.92 federal dollars came from local EQIP dollars for that project. From 2019 - 2022, we spent at least \$130,000 in non-federal technical assistance and approximately \$478,590 in financial assistance dollars on a stream restoration project that will be finalized in 2022.

From 2023 to 2028 we anticipate spending approximate \$150,000 in non-federal technical assistance, \$100,000 in monitoring, and we anticipate moving forward with the Gorman Creek stream restoration with an approximate cost estimate of \$520,000 in financial assistance dollars in support of this cold water stream restoration in our county. We expect approximately \$98,330 in federal dollars to go to project implementation in 2023.

There is sustained demand for conservation work in the Driftless. All of Wabasha County is in the Driftless. With 18 cold water streams, a majority of projects implemented provide some protection to the streams or directly to the Zumbro or Mississippi Rivers. From 2019 to present, approximately \$553,410 has gone to various projects that would likely have a positive impact on stream water quality. Opportunities such as the *Driftless Area Habitat for the Wild & Rare RCPP* help expand technical and financial assistance for our county's landowners. We support the Trout Unlimited proposal to renew the RCPP program: *Driftless Area Habitat for the Wild & Rare*.

Thank you	
Lynn Zabel, Wabasha SWCD Board Chair	Terri Peters, Wabasha SWCD District Manager



8/24/2022	
Dear	

Summer is speeding to an end in Minnesota and crops will be coming off the fields before we know it. Unfortunately, too many fields across the state and right here in Wabasha County will be left uncovered, vulnerable to erosion and left unproductive until next year – a missed opportunity to build and retain valuable soil when it is most vulnerable. Enter the cover crop.

Cover crops provide a host of benefits to farmers, from building organic matter, improving soil structure, water infiltration and holding capacity, reducing erosion, regulating soil temperature, and suppressing weeds. While cover crops do entail an up-front cost and come with a learning curve all their own, they have been shown to improve profitability when part of a well devised crop rotation. With inputs as high as they are, there has never been a better time to consider regenerative practices in your operation and reduce your dependency on these big operational expenses. Cover crops are low-hanging fruit, make a great starting point for any producer and are a staple for those who have already seen their many benefits.

The Wabasha Soil & Water Conservation District has been working with farmers and our partner organizations to secure funding intended to promote the use of cover crops and other regenerative practices in your watershed, West Indian Creek. Farmers like yourself now have access to a special funding pool just for your area.

Under the Environmental Quality Incentive Program (EQIP) administered by the Natural Resources Conservation Service (NRCS), producers may be eligible for cost-share payments anywhere from \$22.13 / acre to \$42.67 / acre to plant cover crops, with multi-species mixes that are good for soil-building offering higher rates.

Opportunities under this program are not limited to cover crops alone. Included you will find a sample list of other eligible conservation practices and their estimated cost-share rates available under the EQIP program for you to consider.

As you look ahead to this year's harvest and begin planning for next year, take a moment and consider how cover crops and other conservation practices may fit into your operation. The Wabasha SWCD is committed to serving you and your fellow farmers and is available as a resource to you at any time.

Please call or stop by to learn more!

Thank you

Wabasha SWCD Staff & Board



8/24/2022	
Dear	

Risings costs in all areas of farm operations adds to the importance of finding ways to reduce expenses and minimize dependency on inputs. This is where responsible conservation and profitable farming go hand-in-hand.

Farming practices that promote soil health and function have been proven, when applied strategically and holistically, to improve profitability on the farm, while also providing a host of environmental benefits key to our health, well-being, and environmental sustainability. Practices that promote soil health such as no-till and reduced tillage, planting of cover crops and diverse rotations, and contour farming are not only good for the land, but they're good for our farms and for people. Keeping soil and nutrients in our farm fields and out of our water is key to achieving both these goals.

Included with this letter is a list of practices consistent with soil health principles and eligible for cost-share under the Environmental Quality Incentives Program (EQIP), administered by the Natural Resources Conservation Service (NRCS). The example practices and associated rates are estimates for potential cost-share available specifically to farms within the West Indian Creek Watershed and available to you to assist in getting conservation benefits on the ground and finding ways to improve your operation.

As the end of the growing season approaches and we look towards the fall harvest with planning for next year, please take a moment to consider how some of the practices might fit into your farming operations, how they may benefit not just your farm, but the natural resources of your community, for now and the next generation.

Please reach out to the Wabasha Soil & Water Conservation District to find out more about available opportunities and discuss how conservation can fit into your operation. Staff are available to meet with you to develop an individual plan and find resources to assist you in meeting your goals.

Thank You

Wabasha SWCD Staff & Board of Supervisors



Conservation Program Funding under the Mississippi River Basin Initiative

Below is a list of estimated program rates for sample eligible practices under the Environmental Quality Incentives Program (EQIP). Funding for practices in the West Indian Creek Watershed comes from one of a few special programs available specifically to farmers in the watershed under the Upper Mississippi Basin Initiative (MRBI) and is part of a larger endeavor to assist farmers and protect resources in the watershed.

Contact the Wabasha SWCD to learn more!



Environmental Quality Incentives Program (EQIP) Practices and Estimated Rates:

Practice	Estimated EQIP Rates		
Cover Crops	\$22.13 - \$42.67 / acre		
Reduced Tillage/No-Till	\$6.38 –\$11.70 / acre		
Prescribed & Rotational Grazing	\$28.18 - \$33.81 / acre		
Pollinator & Conservation Plantings	\$162.43 - \$534.21 / acre		
Windbreaks & Shelterbelts	\$0.51 – \$1.72 / ft.		
Tree/Shrub Establishment	\$0.68 - \$1.67 / tree		
Forage & Biomass Planting	\$154.08 - \$236.74 / acre		
Contour Farming	\$5.50 – \$8.25 / acre		
Nutrient Management	\$5.21 - \$29.93 / acre		
Strip Cropping \$1.02 - \$1.53 / acre			
Filter Strip	\$366.84 - \$412.77 / acre		
Conservation Crop Rotation \$11.38 – 13.65 / acre			

Rates from 2022 Minnesota EQIP Payment Schedule. Rates dependent on variables such as site characteristics and details of the conservation plan.



OUTSTANDING FOREST STEWARD AWARD



Co-sponsored by
Minnesota Department of Natural Resources - Division of Forestry
& Minnesota Association of Soil and Water Conservation Districts (MASWCD)

DEADLINE: SEPTEMBER 19

Purpose:

The Minnesota Association of Soil and Water Conservation Districts (MASWCD) and the Department of Natural Resources (DNR) - Division of Forestry are cosponsoring the Minnesota Outstanding Forest Steward award to honor landowners who have implemented innovative forestry conservation activities, demonstrated leadership and achieved significant results in the protection of Minnesota's forestry resources.

Eligibility:

- All SWCDs that are members of MASWCD are eligible to participate.
- Entries must be typed and received via e-mail (maswcd@maswcd.org) by the deadline.
- All materials should be 8½" x 11" in Microsoft Word or pdf format.
- Letters of recommendation (up to two) are accepted but not required.
- Recognition will be given for efforts undertaken any time during 2021 or 2022.
- Greater consideration will be given to applications which effectively highlight extensive cooperation between the nominee and the SWCD, and utilization of the SWCD services and programs by the nominee.

Deadline:

- Nominations and supporting material must be received in the MASWCD office no later than: September 19.
- All nominations and supporting material should be submitted via e-mail to: maswcd@maswcd.org.

Recognition:

- Applications will be judged by the MASWCD Awards Committee and DNR Forestry.
- The winner and nominating district will be notified in writing following the committee meeting.
- The winner will be recognized at the MASWCD Annual Convention in December. The nominating SWCD may be asked to designate one of their board members or staff to make the award presentation comments.

Nominee Information:

Name of Nominee	Helen Myers
Nominee's Address	63513 310 th Ave
City, State, Zip	Millville, MN 55957
Telephone	507-254-9953

Nominated by:

Name of SWCD	Name of board member	Board member signature (optional)
Wabasha		

OUTSTANDING FOREST STEWARD AWARD

SECTION I. Forest and Wildlife Conservation and Management

A. Forest Conservation or Woodland Management

(activities nominee has undertaken to enhance forest or woodland - list the practice and units or acres - examples include tree planting, release, thinning, pruning, harvest etc.)

Helen Myers updated her forestry plan in 2019 through a program with the Wabasha SWCD, and these items have been completed since:

4.9 acres of Undesirable trees, mostly boxelder, were removed from water retention structures to maintain the integrity of the structures.

5.6 acres of Invasive woody removal has been completed and planted to maples. The trees are protected with tree tubes

0.7 acres of upland grasses was planted to walnuts and caged from deer in a lower area of the property. This area can be maintained by mowing

20.8 acres of invasive removal and release by mulching, cut-stump treat, girdle-treat undesirable woody vegetation in Bur-Oak – Black Oak stand

21.3 acres oak savanna – planned 7 acres invasive removal for 2022-2023 with a goal of oak savanna restoration.

B. Forest Management to Benefit the Natural Resources

(describe how trees are used to enhance water quality and prevent erosion - examples may include windbreaks, riparian buffers, additional income, recreational potential etc.)

Helen and her late husband, Fred, goals have always been to "stop the erosion." On their 280 acre farm, they improved waterways, increased perennial cover with continuous CRP on sensitive ground, established permanent pasture, maintain some tillable ground and conduct woodland management activities on the 126 wooded acres.

The property is adjacent to a coldwater stream with brown trout. The watershed has approximately 17,595 drainages acres. This property sits at a point where approximately 10,100 of those drainage acres would pass through. The riparian corridor is well vegetated with herbaceous and woody cover. The upland 100 acres of CRP is planted with a pollinator mix.

Helen hosted a land and water field day for neighbors. There was robust discussion on water infiltration, native vegetation, perennial cover and what happens on the land, the creek and how these intersect. A neighbor dairy farmer said "it's a big sponge." The creek side portion included a stream shocking demonstration by Lake City DNR fisheries staff. There was no shortage of surprises at the amount and different sizes of brown trout in a very short section of the stream.

The Myers recognize the benefits of trees providing soil stability, improving water quality, the aesthetics of a diverse and healthy woodlands. Helen enjoys the variety of trees (hackberry, bur oak, black oak, white pine, shrub species, basswood, silver maple, walnut and birch) on her property.

Helen's family has enjoyed camping around the property, cross-country skiing on trails in and out of the woods and hunting. Deer, wild turkeys and grouse can be found around the property. Wild fruit is collected off the property and used to make wine. Black currants, chokeberry and chokecherry have been planted to expand the fruit options, support more wildlife and add plant diversity.

The walnuts Helen recently planted aren't for her, "they are for those to come." The Wabasha District agrees that we may not all get to sit in the shade of the trees we plant today.

Helen continues to do forestry management because she likes it, but it is also a legacy for her family.

C. Innovation in Management Activities

(describe any innovative or new activities implemented by the nominee to enhance or improve the management of the woodlands)

D. Use of Professional Advice

(for example, does the nominee have management plan for the wooded portions of the ownership and is he or she following the recommendations?)

Helen's Woodland Management Plan was updated by a consulting forester in 2019 with funding through the Southeast Landscape Committee. She continues to work with local DNR Forestry using cost share and technical assistance to move ahead with plan recommendations.

Helen has adhered to and completed several recommendations in her plan. She does much of the work herself and hires it out when needed.

E. Forest Product Activities

(Christmas trees, hazelnuts, hybrid trees, etc.)

F. Forestry or Wildlife Conservation Organizations

(in which the nominee is an active member) Minnesota Forestry Association member Prairie Smoke member

SECTION II. Soil and Water Conservation Program

A. **Cooperation with the Soil and Water Conservation District** – Helen connected with district staff in 2019SWCD on CRP checks, connecting with other entities (e.g. Southeast Landscape Committee, MNDNR - Forestry), participating in educational programs with the SWCD, regularly purchases (and plants) trees from the SWCD. She has utilized landowner assistance through MN DNR – Forestry.

B. Other Conservation Practices

100 acres CRP pollinator planting that Helen mows firebreaks on and conducts regular fires which she has been the burn boss for. The next burn she is going to split into a fall (2022) and spring (2023) burn to see the comparisons, leave overwintering habitat for insects and wildlife and mix up the burn pattern.

SECTION III. Community Involvement and Leadership

(examples include community organizations and efforts focused on agriculture, the environment (other than those listed under Section 1.F.), schools and youth, etc.)

Millville Historical Society

Parish

Host – field days with environmental focus (plant id, bug id, woodlands, stream) with Prairie Smoke, Izaak Walton League, MN DNR – Fisheries

Host – Land Protection Options with MN Land Trust for owners in Spring Creek/West Albany Watersheds

Supports local farmers – good neighbor and collaborator. Rents out tillable and hay ground to dairy farmer. Speaker/presenter – Wabasha Forestry Day 2020 & 2022 2022 Wabasha County Woodland Manager of the Year VERY active!

Loves to drive her tractor

SECTION IV. Brief summary of your reason for nominating this individual

(one or two sentences)

Helen's love of life is extended to how she conducts herself with her land and the mind-set that it is for the future generations. She does this for water quality, wildlife, healthy soils and future generations.





WILDLIFE HABITAT STEWARD AWARD

Co-sponsored by Pheasants Forever Inc (PF)

&

Minnesota Association of Soil and Water Conservation Districts (MASWCD)

DEADLINE: SEPTEMBER 19

Purpose:

■ The Minnesota Association of Soil and Water Conservation Districts (MASWCD) and Pheasants Forever (PF) are cosponsoring the Minnesota Wildlife Habitat Steward award to honor landowners who have implemented extensive wildlife habitat management practices that result in the highest quality habitat and promote biodiversity. This award honors landowners that consistently go above and beyond to maximize wildlife habitat value on their land.

Eligibility:

- All SWCDs that are members of MASWCD are eligible to participate.
- Entries must be typed and received via e-mail (maswcd@maswcd.org) by the deadline.
- All materials should be 8½" x 11" in Microsoft Word or pdf format.
- Letters of recommendation (up to two) are accepted but not required.
- Recognition will be given for efforts showing dedication to long-term habitat quality and sustainability.
- Greater consideration will be given to applications which effectively highlight extensive cooperation between the nominee and the SWCD, and utilization of the SWCD services and programs by the nominee.

Deadline:

- Nominations and supporting material must be received in the MASWCD office no later than: September 19.
- All nominations and supporting material should be submitted via e-mail to: maswcd@maswcd.org.

Recognition:

- Applications will be judged by the MASWCD Awards Committee and Pheasants Forever.
- The winner and nominating district will be notified in writing following the committee meeting.
- The winner will be recognized at the MASWCD Annual Convention in December and at the National Pheasant Fest in February 2023. The nominating SWCD may be asked to designate one of their board members or staff to make the award presentation comments.

Nominee Information:

Name of Nominee	Helen Myers	
Nominee's Address	63513 310 th Ave.	
City, State, Zip	Millville, MN 55957	
Telephone	507-254-9953	

Nominated by:

Name of SWCD	Name of board member	Board member signature (optional)
Wabasha		

WILDLIFE HABITAT STEWARD AWARD

SECTION I. Wildlife Habitat and Management

A. Forestry Improvements and Establishment

(activities nominee has undertaken to enhance/establish forest or woodland - list the practice and acres - examples include tree planting, release, thinning, pruning, harvest, woodland stewardship plan, etc.)

Helen Myers updated her forestry plan in 2019 through a program with the Wabasha SWCD, and these items have been completed since:

4.9 acres of Undesirable trees, mostly boxelder, were removed from water retention structures to maintain the integrity of the structures.

5.6 acres of Invasive woody removal has been completed and planted to maples. The trees are protected with tree tubes

0.7 acres of upland grasses was planted to walnuts and caged from deer in a lower area of the property. This area can be maintained by mowing

20.8 acres of invasive removal and release by mulching, cut-stump treat, girdle-treat undesirable woody vegetation in Bur-Oak – Black Oak stand

21.3 acres oak savanna – planned 7 acres invasive removal for 2022-2023 with a goal of oak savanna restoration.

The Myers recognize the benefits of trees providing soil stability, improving water quality, the aesthetics of a diverse and healthy woodlands. Helen enjoys the variety of trees (hackberry, bur oak, black oak, white pine, shrub species, basswood, silver maple, walnut and birch) on her property.

Helen's family has enjoyed camping around the property, cross-country skiing on trails in and out of the woods and hunting. Deer, wild turkeys and grouse can be found around the property. Wild fruit is collected off the property and used to make wine. Black currants, chokeberry and chokecherry have been planted to expand the fruit options, support more wildlife and add plant diversity.

D. Wetland Restoration/Management

(describe any wetland restoration work or wetland management that has been completed – list types and acres)

E. Use of Professional Advice

(does the nominee utilize professional advice on wildlife habitat management, available programs, and implementation? – I.e., SWCD, DNR, USFWS, PF or other private/nonprofit consultant staff)

F. Habitat Protection

(describe any long-term or permanent protection programs the landowner has utilized – CREP, RIM, USFWS, MLT, easements, etc. – list program and acres)

G. Remnant Prairie

(does the nominee own any Remnant Prairie and is it managed – list acres and management practices)

- A. Cooperation with the Soil and Water Conservation District
- **B. Other Conservation Practices**

SECTION III. Community Involvement and Leadership

(examples include membership/volunteering with conservation/wildlife organizations and efforts focused on wildlife habitat and the environment (e.g., Pheasants Forever, National Wildlife Federation, Minnesota Deer Hunters Association, Local Conservation Club, etc.)

SECTION IV. Brief summary of your reason for nominating this Individual

(one or two sentences)



Minnesota Association of Soil & Water Conservation Districts

TEACHER AWARD

Application Information

Purpose

The Minnesota Association of Soil and Water Conservation Districts (MASWCD) Teacher Award honors a K-12 educator/professional teacher who has created innovative conservation education activities for reaching students.

Eligibility

All teachers in public, parochial and private schools in Minnesota are eligible to be nominated in this program. To be eligible for the contest:

- Educator must be teaching full-time in the classroom and be personally responsible for developing a conservation education program.
- Teachers who are conservation district officials cannot compete.
- Team teachers are eligible, but awards will only be made to the designated leader.
- Entries that are submitted and do not win a state award may be resubmitted the following year.

Requirements

Any teacher who meets the eligibility requirements may be entered in the contest. Teachers cannot nominate themselves. Applications must be submitted through the SWCD. To enter the contest, the SWCD should:

- Fill out the entry form on the following page. (Optional: have it signed by the SWCD chairperson.)
- Submit a typewritten narrative which addresses the five items under "Content of Narrative."
- Attach supporting materials, including no more than two letters of recommendation (optional).
- All materials need to be in 8½" x 11" paper format.

Content of Narrative

Narratives must be typewritten on of 8½" x 11" paper, and should address the following five items:

- 1. teacher's program for involving students in the betterment of natural resources
- 2. areas of study incorporated into the conservation education program, including involvement of the SWCD
- 3. any assistance received from community organizations or resource specialists from local, state or federal agencies or organizations
- 4. ways the program is being extended to other grades, other areas and to people in the community
- 5. ways the students have applied their knowledge of natural resource conservation to individuals, groups, schools and community projects

Judging Criteria

Applications will be judged by the MASWCD Awards Committee. The committee's decisions are final. Judging is based on data provided in response to items under "Content of Narrative" and on supporting materials. All materials should support the following question:

• How has the teacher shown concern and originality in incorporating the **SWCD** and natural resource conservation into his or her curricula?

Applications which effectively highlight extensive cooperation between the nominee and the SWCD, and utilization of the SWCD services and programs by the nominee, will be given greater consideration.

Deadline – September 19

Nominations must be received by September 19 via email in Microsoft Word or pdf format: maswcd@maswcd.org.

Recognition

The winner and nominating district will be notified in writing following the MASWCD Awards Committee meeting. The winning teacher will be recognized at the MASWCD Annual Convention in December.



Minnesota Association of Soil & Water Conservation Districts TEACHER AWARD

Nomination Form

Teacher Information:

Name of teacher	Mike Besse
Name of school	Plainview Elgin Millville
School's mailing address, city, state, zip	PEM 4-6 Building, 210 2 nd St. SW, Elgin, MN 55932
Department and grade level	4-6 Building Staff, 5 th Grade
Approximate number of students currently enrolled in the school	
Budget allocated to the conservation education program by the school	
Subject taught by the teacher	
Teacher's home address, city, state, zip	
Teacher's home and school phone numbers	

Nominating District Information:

Name of SWCD	Please print/type name of board member	Board member signature (optional)
Wabasha SWCD		

PLEASE NOTE: Greater consideration will be given to applications which effectively highlight extensive cooperation between the nominee and the SWCD, and utilization of the SWCD services and programs by the nominee.

Narrative

Please provide information below or attached which addresses the following five items:

- 1. teacher's program for involving students in the betterment of natural resources;
- 2. areas of study incorporated into the conservation education program, including involvement of the SWCD;
- 3. any assistance received from community organizations or resource specialists from local, state or federal agencies or organizations;
- 4. ways the program is being extended to other grades, other areas and to people in the community; and
- 5. ways the students have applied their knowledge of natural resource conservation to individuals, groups, schools and community projects.



FOR IMMEDIATE RELEASE

Contact: Mary Juhl 651-358-5733

BWSR Accepting Applications for Lawns to Legumes Grants

Cost-share funding available to Minnesota residents to create residential pollinator habitat

August 22, 2022

St. Paul, Minn. – The Minnesota Board of Water and Soil Resources (BWSR) is once again accepting applications for the Lawns to Legumes program. This program aims to increase habitat for at-risk pollinators in residential settings across the state by providing people with cost-share funding, workshops, coaching and gardening resources. The new application period opens today and applications will be accepted through January 18, 2023.

Notifications about funding decisions will be sent to project applicants in February. Those who did not receive funding are encouraged to pursue DIY projects using the many <u>online resources</u>, including BWSR's <u>Planting for Pollinators Habitat Guide</u>, gardening templates, tips for selecting native plants and more.

Anyone who lives in Minnesota and has an area for outdoor planting can apply to be reimbursed for up to \$350 in costs associated with establishing new pollinator habitat in their yards. Recipients are required to contribute a 25% match in the form of purchasing materials, hiring contractors or as in-kind time spent planting and maintaining their projects.

"This program empowers Minnesota residents to make a difference for pollinators in their own living spaces," BWSR Executive Director John Jaschke said. "Lawns to Legumes offers options for Minnesotans to put conservation on the ground in a way that works for them."

Apply online at Blue Thumb's website. For more information on Lawns to Legumes, visit BWSR's website.

###

BWSR is the state soil and water conservation agency, and it administers programs that prevent sediment and nutrients from entering our lakes, rivers, and streams; enhance fish and wildlife habitat; and protect wetlands. The 20-member board consists of representatives of local and state government agencies and citizens. BWSR's mission is to improve and protect Minnesota's water and soil resources by working in partnership with local organizations and private landowners.

Bemidii

Brainerd

Detroit Lakes

Duluth

Mankato

Marshall

Rochester

St. Cloud

St. Paul

Exhibit A Contractor's Responsibilities Wabasha SWCD Forestry Coordination

The purpose of this annual plan is to support efforts by the Wabasha SWCD to increase the local coordination of private forest management (PFM) in Zumbro and Mississippi-LaCresent watersheds. This work is to be done in collaboration with the implementation of the Zumbro and Mississippi River-LaCresent 1W1Ps, DNR Forestry, US Forest Service and NRCS programs. This work will be developed in a holistic manner with the whole farm/forest conservation plan concept and conservation work being done in conjunction with agricultural, water quality, and fish and wildlife habitat initiatives.

Scope of Work:

Project 1: Forest Conservation Funding Development

- <u>State and Federal Funding</u>. Promote and support the securing of state and federal funding for private forest management including the US Forest Service Landscape Scale Restoration (LSR). Work with the two 1W1P committees to integrate forestry projects and funding from multiple sources including the Clean Water Watershed Based Implementation Funds (WBIF) and the DNR Private Forest Management (PFM Program) such as cost share to leverage federal funding.
- <u>Foundation Funding</u>. Promote and support the securing of foundation funding including such as the Driftless Area Fish Habitat Partnership, McKnight Foundation, Morgan Foundation, and the US Endowment.

Project 2: Service Provider Capacity Development

- <u>Service Provider Directory</u>. Work with DNR and BWSR staff to update the PFM Service Provider Directory.
- <u>Forestry Programs Inventory</u>. Develop and maintain information about cost share and land protection programs for private forest management in the SE region.
- <u>Existing Work Force</u>. Convene a workshop for forest stewardship plan writer working in the region. Develop and convene the workshop with DNR Forestry and BWSR staff.
- <u>Expanded Workforce</u>. Support efforts by DNR Forestry to grow the PFM workforce including plan writers, loggers, vendors, tree planters, timber buyers, and forest products market interests.

Project 3: PFM Accomplishment Reports.

- Accomplishment Reports. Develop accomplishment report formats that will document annual accomplishments made towards the goals in the Zumbro and Mississippi-LaCresent watersheds. Use the PFM Implementation Toolbox as a framework in which to organize and report private forest management results on an annual basis.
- <u>Project Brochures</u>. Develop a brochure that summarizes the forestry and related natural resource accomplishments implemented in each watershed. Support the enhanced sharing of information on forest management activities and landowner interests by local project partners to be included in the brochure. Recognize accomplishments made by the local team of service providers.

Deliverables by Contractor:

- SE MN Forestry Service Provider Directory.
- Workshop training materials, agendas, handouts, etc.
- Annual project accomplishment report.
- Project brochures.

Deliverables by the State:

- State agency coordination.
- Facilitation of the plan writer workshop.
- Formats for project accomplishment reporting and project brochures.
- Comments / feedback on the draft documents.

Budget:

Project work responsibilities and tasks	\$ 4,500
Project administration and expenses (printing, postage, mileage, etc.)	<u>\$ 500</u>
Total	\$ 5,000

Additional Terms:

Contractor and the State agree to the following:

- This seed money (\$5,000) is to match other funds and in kind costs on forestry related efforts including the Zumbro and Mississippi-LaCresent 1W1Ps, local district capacity funds, private landowners, and other partner generated matching resources.
- Contractor will provide the DNR with a digital copy of all documents prepared for this contract using Microsoft (MS Word, Publisher, Access, Excel, etc.) and ESRI products.

STATE OF MINNESOTA ANNUAL PLAN AGREEMENT

This Annual Plan Agreement is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between the Wabasha Soil and Water Conservation District (SWCD), 611 Broadway Ave., Ste. 10, Wabasha, MN 55981 ("Contractor") and Department of Natural Resources, Division of Forestry, 500 Lafayette Road, St. Paul, MN 55155-4044 ("State").

Pursuant to Minnesota Statutes Section 15.061, the State is empowered to enter into professional/technical Agreements. By written acceptance below, the Contractor agrees to perform the following work: See "Exhibit A," which is attached and incorporated into this agreement.

- 1. Conditions of Payment All services provided by the Contractor pursuant to this Annual Plan Agreement must be performed to the satisfaction of the State, as determined in the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90 percent of the amount due under this Annual Plan Agreement may be paid until the final product of this Annual Plan Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Annual Plan agreement.
- **2. Cancellation** This Annual Plan Agreement may be canceled by the State or the commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Contractor. In the event of such a cancellation, the Contractor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.
- **3. Amendments** Any amendments or modifications to this Annual Plan Agreement must be in writing and will not be effective until executed by the parties to this Agreement and approved by all State officials as required by law.
- **4. Indemnification** In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:
 - 1) Intentional, willful, or negligent acts or omissions; or
 - 2) Actions that give rise to strict liability; or
 - 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

- **State Audit** The books, records, documents, and accounting procedures and practices of the Contractor and its employees or representatives, relevant to this Agreement must be made available and subject to examination by the State, including the State, Legislative Auditor, and State Auditor, for a minimum of six years from the end of this Annual Plan Agreement.
- 6. Government Data Practices Act The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the Contractor or the State. In the event the Contractor receives a request to release the data referred to in this Article, the

Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.

- 7. **Data Disclosure** Under Minnesota Statute § 270C.65, subdivision3, and other applicable law, the Contractor 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 agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.
- **8. Jurisdiction and Venue** This Annual Plan Agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Annual Plan Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

Effective date: **September 1, 2022**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

Expiration date: June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Contractor must sign its approval in the designated signature block and return the original signed Agreement to the address shown below, prior to the commencement of services.

The total amount that the State agrees to pay for the above services is: \$5,000.00

The Contractor must submit one invoice upon completion of the above services to:

John Carlson
Private Forest Management Coordinator
MN DNR Forestry
500 Lafayette Rd
St. Paul, MN 55155
651-259-5282
john.c.carlson@state.mn.us

Contractor contact:

Terri Peters
District Manager
Wabasha Soil and Water Conservation District (SWCD)
611 Broadway Ave., Ste. 10
Wabasha, MN 55981
(651) 560 – 2044
terri.peters@mn.nacdnet.net

1. ENCUMBRANCE VERIFICATION:

Signed:
Date:
Annual Plan T-number: 18A29 PO Number:

2. CONTRACTOR:

By:			
Title:			
Date:			

3. STATE AGENCY:

By (authorized signature):
Title:
Date:

Exhibit A Contractor's Responsibilities Jen Wahls – West Indian Watershed

Scope of Work:

Project 1: Local Technical Forestry Team (LFT).

- <u>Create the LFT</u>. Convene the team (DNR CFM foresters, SWCD staff, consulting foresters, loggers, vendors, NGOs, landowner organization representatives) on a regular basis to coordinate the delivery of forest management services to private landowners that concurrently supports the implementation of the West Indian Watershed 319 project.
- <u>LFT Organization</u>. Develop and maintain LFT member contact information. Develop and maintain a meeting schedule. Prepare agendas and brief meeting summaries. Clarify roles and responsibilities of services listed in the PFM Implementation Toolbox in delivering PFM services to landowners.
- <u>LFT Meetings</u>. Coordinate team meetings and service delivery work with DNR PFM, BWSR, MPCA, SWCDs, consulting foresters, NRCS, NGO and other local partners.

Project 2: PTM Based Landowner Outreach and Education.

- Overall Outreach Strategy. Develop a landowner outreach strategy using prioritize, target and measure (PTM) methods and approaches developed by the US Forest Service in the Tools for Engaging Landowners Effectively (TELE) program. The strategy will lay out a 5-year program for outreach and education.
- <u>Landowner Education</u>. Coordinate and implement general outreach to landowners including events like annual Wabasha Forestry Day, field tours, brochures, etc.
- <u>Landowner Outreach Campaigns</u>. Develop specific outreach campaigns, surveys, mailings, phone calls, site visits and related products for small groups of landowners (up to 20 people per campaign) based TELE and PTM based PFM tools and approaches. Target landowners with priority forestland protection scores as guided in the RAQ analysis and local knowledge.

Project 3: PFM Coordination / Technical Assistance.

- <u>Technical Assistance</u>. Coordinate the delivery of private forest management services to specific landowners with priority parcels within the watershed with the LFT members on an ongoing basis.
- <u>PFM Data Management</u>. Collect and organize results from the landowner outreach campaigns as well as specific landowner interests and requests for service using the eight categories in the PFM Implementation Toolbox.
- <u>Project Report</u>. Periodically gather PFM related accomplishments from service providers in each watershed. Assist partners in reporting accomplishments. Provide the information to the Wabasha SWCD for inclusion into the watershed forestry accomplishment report.

Deliverables by Contractor:

- Local Forestry Technical Team (LFT) organizing documents and meetings.
- Overall landowner outreach strategy
- Landowner education and outreach materials and products.
- PFM data.
- List and map of stewardship plans prepared
- List and map of cost share projects and timber harvests.
- List and map of forestland protection efforts (2c, SFIA, conservation easements and fee title acquisitions).

Deliverables by the State:

- State agency coordination.
- Formats for project accomplishment reporting and project reports.
- TELE tools and guidance documents.
- PTM based PFM data RAQ scoring, forest stewardship plans, cost share, SFIA, 2c, and conservation easements.
- Comments / feedback on the team meetings, outreach strategy and other draft documents.

Budget:

Project work responsibilities and tasks
Total

\$ 5,000
\$ 5,000

Additional Terms:

Contractor and the State agree to the following:

- This seed money (\$5,000) is to match other funds including the EPA Small Watershed 319 grant, MLT project funds and landowner expenses.
- Contractor will provide the DNR with a digital copy of all documents prepared for this contract using Microsoft (MS Word, Publisher, Access, Excel, etc.) and ESRI products.

STATE OF MINNESOTA ANNUAL PLAN AGREEMENT

This Annual Plan Agreement is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between the Jen Wahls, PO Box 30064, Winona, MN 55987 ("Contractor") and Department of Natural Resources, Division of Forestry, 500 Lafayette Road, St. Paul, MN 55155-4044 ("State").

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- **Indemnification** In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:
 - 1) Intentional, willful, or negligent acts or omissions; or
 - 2) Actions that give rise to strict liability; or
 - 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

- **State Audit** The books, records, documents, and accounting procedures and practices of the Contractor and its employees or representatives, relevant to this Agreement must be made available and subject to examination by the State, including the State, Legislative Auditor, and State Auditor, for a minimum of six years from the end of this Annual Plan Agreement.
- 6. Government Data Practices Act The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the Contractor or the State. In the event the Contractor receives a request to release the data referred to in this Article, the

Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.

- 7. **Data Disclosure** Under Minnesota Statute § 270C.65, subdivision3, and other applicable law, the Contractor 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 agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.
- **8. Jurisdiction and Venue** This Annual Plan Agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Annual Plan Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

Effective date: **September 1, 2022**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

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The Contractor must sign its approval in the designated signature block and return the original signed Agreement to the address shown below, prior to the commencement of services.

The total amount that the State agrees to pay for the above services is: \$5,000.00

The Contractor must submit one invoice upon completion of the above services to:

John Carlson
Private Forest Management Coordinator
MN DNR Forestry
500 Lafayette Rd
St. Paul, MN 55155
651-259-5282
john.c.carlson@state.mn.us

Contractor contact:

Jen Wahls PO Box 30064 Winona, MN 55987 (218) 310-9058 jen.landscapeconnections@gmail.com

1. ENCUMBRANCE VERIFICATION:

Signed:
Date:
Annual Plan T-number: 18A29 PO Number:

2. CONTRACTOR:

Ву:			
Title:			
Date:			

3. STATE AGENCY:

By (authorized signature):
Title:
Date:



Minnesota State Chapter National Wild Turkey Federation Hunting Heritage Super Fund Application

The following form is required to request NWTF Super Funds for the completion of habitat improvement, equipment, research, outreach program support or hunting access projects in the state of Minnesota. Please complete the application in its entirety. If you have questions about required information, please contact NWTF District Biologist — Clayton Lenk at (218) 821-0079 or by email at clenk@nwtf.net. We look forward to receiving your project proposal and appreciate your commitment to wildlife conservation efforts and preserving our hunting heritage in Minnesota.

NOTE: Proposals must be received via email by COB on September 1st 2021. Return to clenk@nwtf.net

This application consists of two sections:

General Information - (PAGE 1 of Proposal Form)

*Shapefiles will be **REQUIRED** of approved habitat and access projects*

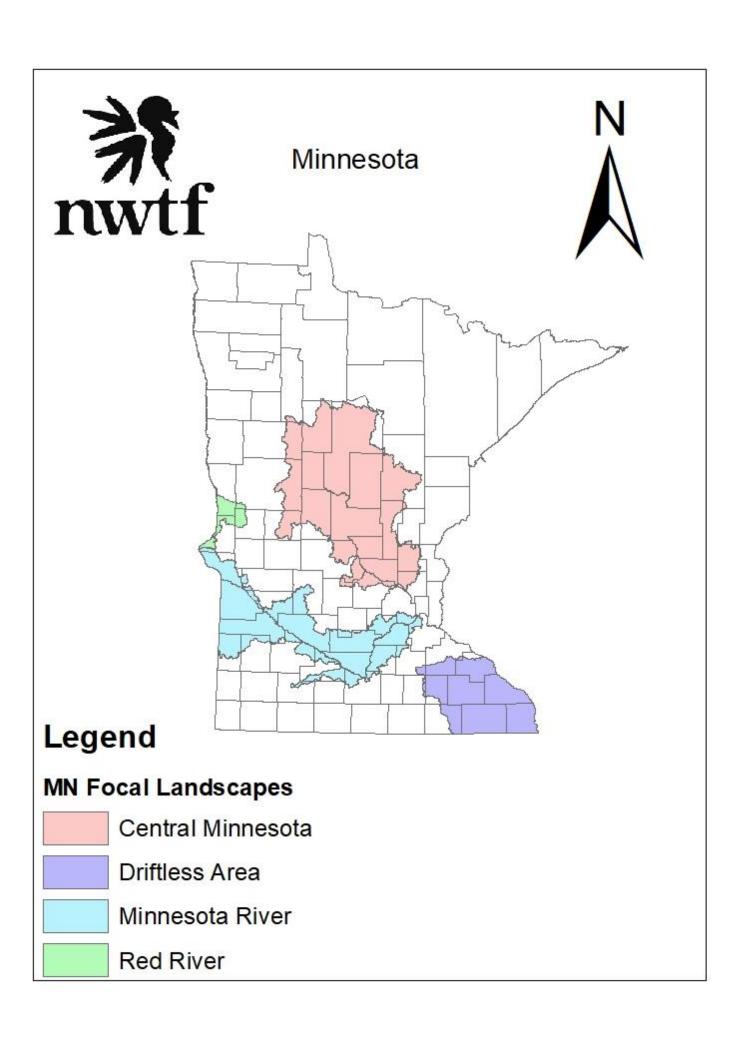
Check the boxes that apply and fill in the required information.

Project Description – (PAGE 2 of Proposal Form)

Provide a brief narrative describing the project, paying special attention to the following:

- Project location does the project fall within a NWTF Focal Landscape? (see included map)
- Project description and purpose
- Project scope (local, statewide, regional, or national)
- Length of project (number of years)
- Direct benefits to wild turkeys or other wildlife
- Wild turkey occurrence on the project site
- Public hunting access
- Project cooperators, partners and their funding levels
- History of NWTF funding
- Applied for funding in the past, but not accepted. If so, please list any changes to this new proposal.

A format utilizing bullets to place attention on key points and information is beneficial in understanding your project. Include photographs or maps of the project area. "Before and After" photographs of the project area (if habitat related, access improvement or fencing) will be requested if your project is approved for funding.



GENERAL PROPOSAL INFORMATION

PROJECT TITLE		COORDINA' TURKEY HA			ГЕ Е	E FOREST MANAGEMENT FOR			
PROJECT LEADER		Name jen Wal	hls		Title LFT Coordinator				
		Name Terri Po	eters	}	Aį	gency/Orgai	nization Wabasha SWCD		
CONTACT INFORMATION	N	City Wabasha	l			State MN		Zip 55981	
		Phone 651-56	50-2	044		E-mail terr	i.peters@mn	.nacdnet	
PROJECT TYPE		Habitat En	hanc	ement _] Equ	uipment Pur	chase 🔀 Ed	ucation/Outreach	
(Check all that apply)		Research [H	unter Safe	ty [Land Acq	uisition 🔲 N	/lanagement	
, , , , , , , , , , , , , , , , , , , ,		☐ Access ∑	Ot	her (<i>please</i>	e des	scribe) PFM	coordination	n	
	GPS Location (in decimal degrees):								
LOCATION		County: Wabasha, Winona, Olm							
		Within NWTF Focal Landscape? Yes 🔀 No 🗌 Name:							
LAND STATUS		☐ USFS ☐ BLM ☐ State ☐ Private							
(Check all that apply)		Other (type)							
HUNTING ACCESS (Benefit to Hunting)	Unrestricted Public Hunting Access								
NWTF MEMBE	STATUS	TATUS NWTF Member Yes No							
PROJEC	T COS	\$ TBD Total Cost of this Project							
(An itemized budget table o				\$ 10,000 Amount Requested from NWTF					
in-kind, etc. should be included	ded in t				ted from NWTF				
	Nan	ne	An	nount		Name		Amount	
COOPERATORING	1. El	PA 319	\$ T	BD		4. DNR money	seed	\$ 10,000	
PARTNERS & MATCHING FUNDS (Minimum match rate of	2. Zu WB	umbro 1W1P IF	\$ T	BD	·			\$ 9,000	
3:1 is suggested)	3. WB	in Lac 1W1P IF	\$ T	BD	6. DNR Share, SFIA		Cost	\$ TBD	
PROJECT SCALE	ACRI	ES AFFECTED =			S	tatewide	Regional	∠ Local	
PARTY RESPONSIBLE FOR FUTURE MAINTENANCE	NAN Svar	1E: Private land	own	ers			ESTIMATE	D ANNUAL COSTS	

PROJECT HISTORY	 New Project Ongoing project with previous NWTF Super Fund commitments ✓ Ongoing Project w/out previous NWTF Super Fund commitments
PARTNER HISTORY (IF previously funded by NWTF)	New partners and funding sources have been secured (since last application)New partners and funding sources have not been secured

PROJECT PROPOSAL SUMMARY

Description of project, please address the following items in separate paragraphs: (1) PROJECT DECSRIPTION & NEED, (2) METHODS, (3) OBJECTIVES, (4) DESIRED OUTCOMES, (5) BENEFITS (wildlife species, specific habitat, sportsmen, hunting heritage outreach etc.), (6) EXPECTED LONGEVITY, (7) NWTF RECOGNITION AND PROJECT VISIBILITY (NWTF signage may be requested), (8) DETAILED BUDGET (cash and in-kind contributions),

Shooting Sports/Hunting Program Applicants: Is conservation education and/or awareness a part of your program? If so, please explain.

There is no limit to text amount, keep typing and the box will expand.

5-year project in the Drifless Area to promote increased levels of private forest management in priority watersheds.

Coordinate and promote private forest management - technical and financial assistance in partnership with DNR, BWSR, SWCDs, NRCS, NGOs and local landowner groups to support forest management Support targeted landowner outreach and education through the application of the watershed prioritzation and RAQ scoring emthods developed by BWSR and DNR.

Integrate PFM with 1W1P and Clean Water fundinds to year 2034 through the WBIF process. Integrate PFM with EPA 319 grant project for West Indian.

The primary use of NWTF funds is to support work by the LFT coorindaotr Jen Wahls to do proactive PTM based PFM work with private landowners.

Promote implementtion of the full toolbox.

Integrate forest habitat and land concservation practices conducive to ehnacing habitat for turkeys on private lands in conjunction with the work by SWCDs, consulting foresters, DNR, BWSR, NGOs, NRCS and others.

Use NWTF funding and information resources to influnece and shape the technical services provided to private landowners to enable wildlife habitat in the forests in the Driftless Area on landscape scales.

Stack multiple benefits of increased levels of PFM work - water quality, fish and wildlife habitat, forest based recreation, sustainable forest management and timber harvesting, control invasives species, etc.

Local Technical Forestry Team (LFT).

- Create the LFT. Convene the team (DNR CFM foresters, SWCD staff, consulting foresters, loggers, vendors, NGOs, landowner organization representatives) on a regular basis to coordinate the delivery of forest management services to private landowners that concurrently supports the implementation of the West Indian Watershed 319 project and the Zumbro One Water, One Watershed Plan (1W1P).
- LFT Organizing. Develop and maintain LFT member contact information. Develop and maintain a meeting schedule. Prepare agendas and brief meeting summaries. Clarify roles and responsibilities of services listed in the PFM Implementation Toolbox in delivering PFM services to landowners.
- Work Focus. Initially focus work efforts in the West Indian watershed. As progress is achieved, move work efforts out into the neighboring priority watersheds in the Zumbro and Whitewater watersheds.
- Agency Staff Coordination. Coordinate team meetings and service delivery work with DNR PFM, BWSR, MPCA and other partnering agency staff.

PTM Based Landowner Outreach and Education.

- Overall Outreach Strategy. Develop a landowner outreach strategy using prioritize, target and measure (PTM) methods and approaches developed by the US Forest Service in the Tools for Engaging Landowners Effectively (TELE) program. The strategy will lay out a 5-year program for outreach and education.
- Landowner Education. Coordinate and implement general outreach to landowners including events like annual Wabasha Forestry Day, field tours, brochures, etc.
- Landowner Outreach Campaigns. Develop specific outreach campaigns, surveys, mailings, phone calls, site visits and related products for small groups of landowners (up to 20 people per campaign) based TELE and PTM based PFM tools and approaches. Target landowners with priority forestland protection scores as guided in the RAQ analysis and local knowledge.

PFM Coordination / Technical Assistance.

- PFM Data Management. Collect and organize specific landowner interests and requests for service using the eight categories in the PFM Implementation Toolbox. Organize the data on watershed and county geographies.
- Coordinate the delivery of private forest management services to specific landowners with the LFT on an ongoing basis.

PFM Accomplishment Reports.

- Progress and Final Reports. Develop reports that summarizes annual accomplishments and the use of public and private funds made towards the goals in the West Indian, Zumbro and Whitewater watersheds. Periodically gather PFM related accomplishments from service providers in each watershed. Use the PFM Implementation Toolbox as a framework in which to organize and report private forest management results on an annual basis.
- Sharing Accomplishments and Credit. Support the enhanced sharing of landowner data and implementation efforts by project partners. Submit reports to DNR and BWSR.

.



FW: Minnesota National Wild Turkey Federation - Super Fund Request for Proposals FY23

1 message

Peters, Terri - NRCS-CD, Wabasha, MN terri.peters@mn.nacdnet.net To: Susan Cerwinske susancerwinske.wabashaswcd@amail.com

Wed, Aug 24, 2022 at 2:09 PM

Add this application in with that other information along with email for the Local Forestry Team please.

From: Ekola, Lindberg (BWSR) < Lindberg. Ekola@state.mn.us>

Sent: Wednesday, August 24, 2022 2:06 PM

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

Subject: RE: Minnesota National Wild Turkey Federation - Super Fund Request for Proposals FY23

Hi,

Good question.

Attached is what we submitted last year. I think this year's would be mostly the same but that we should add to proposal the related efforts for funding this NWTF is helping to build.

Lets build this with Larry and Jen over next few weeks. Like last year we are asking your district to apply.

LE

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

Sent: Wednesday, August 24, 2022 2:03 PM

To: Ekola, Lindberg (BWSR) <Lindberg.Ekola@state.mn.us>

Subject: RE: Minnesota National Wild Turkey Federation - Super Fund Request for Proposals FY23

Lindberg, remind me if I am supposed to fill something out for this one. Or, is this one that you are applying for as part of bigger effort?

Terri

From: Ekola, Lindberg (BWSR) <Lindberg.Ekola@state.mn.us>

Sent: Wednesday, August 24, 2022 10:16 AM

To: Peters, Terri - NRCS-CD, Wabasha, MN <terri.peters@mn.nacdnet.net>; Jennifer Wahls

<jen.landscapeconnections@gmail.com>

Subject: FW: Minnesota National Wild Turkey Federation - Super Fund Request for Proposals FY23

Importance: High

NWTF proposal due on Sept 9.

From: Clayton Lenk <clenk@nwtf.net>
Sent: Monday, August 22, 2022 11:41 AM

To: clenk@nwtf.net

Subject: RE: Minnesota National Wild Turkey Federation - Super Fund Request for Proposals FY23

Importance: High

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Good morning,

I just wanted to send out a friendly reminder that NWTF Super Fund project proposals are due Friday September 9th. The deadline is just over two weeks away. I have also reattached the application for your convenience.

NOTE: projects do not have to be turkey centric nor do they have to be within one of the focal landscapes seen in the application.

Please reach out if you have any questions on eligibility or on anything else.

Thank you



Clayton Lenk

District Biologist MN, ND, SD, & WI

Brainerd, MN

mobile: 218-821-0079

National Wild Turkey Federation

770 Augusta Rd, Edgefield, SC 29824

Phone: 803.637.3106

>> Click here and become a member today! <<

From: Clayton Lenk <clenk@nwtf.net>
Sent: Wednesday, June 29, 2022 12:01 PM

To: clenk@nwtf.net

Subject: Minnesota National Wild Turkey Federation - Super Fund Request for Proposals FY23

Good afternoon,

I am pleased to inform you that the Minnesota State Chapter of the National Wild Turkey Federation is currently seeking proposals for Fiscal Year 2023 Hunting Heritage Super Fund Projects. Habitat management proposals and efforts to preserve our hunting heritage should be submitted no later than **September 9th, 2022.** Attached you will find the MN Super Fund Application as well as the MN NWTF FY23 RFP. Projects will be funded on the NWTF fiscal year (Sept. 1 – Aug. 31). Proposals will be reviewed and voted on at the September 17th State Chapter board meeting.

Please forward to anyone who might be interested in this opportunity. Be sure to reach out if you have any questions on eligibility, timelines, etc.. We look forward to seeing your proposals.

Thank you,

Clayton Lenk

Clayton Lenk

新 nwtf. District Biologist MN, ND, SD, & WI

Brainerd, MN

mobile: 218-821-0079

National Wild Turkey Federation

770 Augusta Rd, Edgefield, SC 29824

Phone: 803.637.3106

PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name:	Dan Johnson			Contract No.:	22-6-1	
Address:	58877 M County Ro	ad 8		medica.	Kontrol William International	
City, State, Zip: Total Amount	Plateview MH					
Authorized:	\$4.825.00	% Approved:	75%	(state)	75% (s	tate & non-state)
Manager and		, a mpps trace.	N. and Table	free not		rane et tent-aranel
	Nem		Quantity	Unit	Unit Price	Cest
Marlin Timm - Molai	in the second		1	Job	51,900.00	\$1,000.00
Martin Timm - 60' s	IF PAC SDRAG		60	Fit	\$34.22	\$1,453.20
Marlin Timm - 60' s	5° FVG 5DR26 (-204 to :	manch involce)	1	Ea	-50.20	-50.20
Martin Timm - Rode	rt Guard	*	1	Ea	\$14 14	514.14
Marko Timm - 5" PV	C (Chave		2	[5	\$119.21	\$272.42
Marlin Timm - Freigi	Ti,		1	Anb	5110.00	\$150.00
Marin Timm - Reer	Pipe Fabrication		1	iob	\$250,00	\$250.00
Marlin Timm - Clear	ing Grubbing Sice Prep		1	Aob	\$1,000.00	\$3,000.00
Warlin Times - Stripp	sing and Replacing Som	ya Ahy	1	. Joh	\$1,250.00	\$1,200.00
Marlin Timm - Pipe :	and Intake Installation		1	Joh	\$1,000,00	\$3,000,00
Martin Timm - Class	cia i		1,375	'/d	65.65	\$6,175.00
Martin Timm - Nite	Dezer Grading		5	Host	\$140.66	\$700.00
Gerkan's - BLM Grad	= M S F4	15. 3 . 4 1 1	1	. Is	\$214.50	121450
Dan Johnson - Seed	Štružuro		2	Hours	\$19.65	51A.b0
Dan Johnson - Oraș	SEructions		11.4	Hour	\$19.65	59.53
B. Total cost of p	The second control of			\$13,644.19		
Č. Eligible arnou	int (total cost x % app	wrowed c	\$4,825.00) (state)	\$10,233.14 (state & non-state)
D. Total other si	tate payment amoun	t		\$1,00		
E. Total mon sta	rte payment amount	:				
F. Total previou	s partial payments:			\$0.00		
G. Pre-Construe	tion Cover payment:	achteunt!		\$0.00	fredom Coper do	Rane/Ma.
H. Madmum pa		Sec. 10 10 10 10 10 10 10 10 10 10 10 10 10		\$4,825.00		
	Amount Approved f	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	\$4	,825.00		
	securate and true summat haded to me and count of the county of the				dipment used on the	
Longidurian sa laceum	ion has been performed a	adas tadure else	lienberg (والمنافض وال	information, including
and that the sees idea this form have been as	oralised under the Cost Info regleted and are in accord reducts, and specific attace.	mation within of	consider and page of the co	aid receipts, and that to billed cost or disburses intract identified.	the best of my knowl nexts are accurate and A	
Technical Assistance P	rovider		Admirktrath	8/24/22		
Perma		A CONTRACT OF THE PARTY OF THE	Fired-e	Committee of the commit	No.	

for Reference

PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Date

Name:	Dan Johnson		Contract No.:	22-CS-1		
Address:	58877 N County Road 8	THE RESIDENCE PROPERTY.				
City, State, Zip: Total Amount	Plainview MN					
Authorized:	\$4,825.00 % Approved:	75%	(state)	75% (sta	ite & non-state)	
(from contract)	ltem	Quantity	Unit	Unit Price	Cost	
Marlin Timm - Mobili:		1	Job	\$1,000.00	\$1,000.00	
Marlin Timm - 60' x 8	" PVC SDR26	60	Ft	\$24.22	\$1,453.2	
Marlin Timm - 60' x 8	" PVC SDR26 (-20¢ to match Invoice)	1	Ea	-\$0.20	-\$0.2	
Marlin Timm - Roden	THE REPORT OF THE PARTY OF THE	1	Ea	\$14.14	\$14.1	
Marlin Timm - 8" PVC	Elbow	2	Ea	\$119.21	\$238.4	
Marlin Timm - Freight	The transfer of the second	1	Job	\$150.00	\$150.0	
Marlin Timm - Riser P		1	Job	\$250.00	\$250.00	
Marlin Timm - Clearin			Job	\$1,000.00	\$1,000.00	
	ng and Replacing Borrow Area	**************************************	Job	\$1,200.00	\$1,200.00	
Marlin Timm - Pipe ar		1	Job	\$1,000.00	\$1,000.00	
Marlin Timm - Class C		1,275	Yd	\$5.00	\$6,375.00	
Marlin Timm - Misc D		**************************************	Hours	\$140.00	\$700.00	
Gerken's - BLM Grass		1	Ea	\$214.50	\$214.50	
Dan Johnson - Seed S		2	Hours	\$19.65	\$39.30	
Dan Johnson - Drag St		0.5	Hour	\$19.65	\$9.8	
A. Type of reques			Final	PROJECT COST:	\$13,644.1	
B. Total cost of p		4.00-00	\$13,644.19	¢10 222 14 (state 8 state		
	t (total cost x % approved):	\$4,825.00		\$10,233.14 (sta	ite & non-state)	
X.	te payment amount:		\$0.00			
	e payment amount:					
F. Total previous	partial payments:	*	\$0.00			
G. Pre-Constructi	on Cover payment amount:		\$0.00	Pre-Con.Cover Ac.	Rate/Ac.	
H. Maximum payr	ment amount		\$4,825.00			
Δ	Amount Approved for This Voucher: (cannot exceed Total Amount Authorized)	\$4,8	25.00			
	curate and true summation of the actual costs a ded items not used on the project, I have correc			quipment used on the abo	ove project. In cases	
Payee Signature			_	Date		
	on has been performed and as-built received			cher and all supporting in the best of my knowled		
and that the items ident this form have been com	ified under the Cost Information section of apleted and are in accordance with the dards and specifications.		lled cost or disburse	ments are accurate and a	re in accordance with	

Date

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information Organization: Organization:

Land Occupior Name	Address	City/Stato	Zip Code
Dan Johnson	58877 N County Road 8	Plainview MN	55964

Conservation Practice Location

Township Name:	Township No:	Rango Nó.:	Section No.	2,40,5146
Oakwood	109	12	28	NW 1/4

Contract Information

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

- The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria
 applied under this program to ensure that the conservation objective of the practice is met and the effective life, a
 minimum of 10 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described
 in the operation and maintenance plan prepared for this contract by the technical assistance provider.
- 2. Should the land occupier fall to maintain the practice during its effective line, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
- If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the 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.
- Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

IRCS Field Office Technical Guide (FOTG)	

- 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 organisation board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/30/2022, 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:

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

		/			
4-25-2)	David	1			
	Landowser, Addiseast from applicant				
	Address, Felittement from applicant brist	ITU: kon			
onservation Pract	tice or which cost-share is requ		3		
big Component Standards &		Pested is: 410 - Grade Stabilization Engineered Practice		LIMO	Total Project Cost Estimate
l0- Grade Stabiliza	ition Structure, 342 - Cr	itical Area Planting Ecological Practice:		□ NO	\$13,100.00
e-Construction C llowed when tempo 0 per acre, not to e	wary cover is necessary for	r the future installation of structural of as part of a state cost-share contract	onservation pra for the installar	ictices. A f ilon of stru	lat rate payment of up to ctural practice(s).
Amount	/Acre (NTE \$150/acre)	Number of Acres (NYE 10 Acres)	Total A	mount	7
	\$150.00	1.6	\$240		
organization board	d for Financial Assista or council has authorized ion practice plus the pre-c	nce the following for financial assistance onstruction cover total amount if util	, total not to ex izing the flat rat	eed 75.0% e payment	of the total cost to option.
Amount		Program Name			Fiscal Year
\$1,537.50	2021 State Cost Share				2021
\$3,527.50	2022 State Cost Share	Bearing the second seco	, · · · · · · · · · · · · · · · · ·	T	2022
		11			
4-25-22	XXX	$\times \times \times$			\$5,065.00
Data	Authorized	Signature		Tot	al Amount Authori
4-28-22	Lym J.	Signature Could I chair			5,065,00
	/				

SAVE THE DATE!!!

SOUTHEAST MINNESOTA

ASSOCIATION OF CONSERVATION

DISTRICT EMPLOYEES

AND SUPERVISORS

ANNUAL FALL MEETING

TUESDAY SEPT 27TH 2022

REGISTRATION: 9:00 AM

MEETING 9:15AM-3:15PM

MORNING SESSION: HOKAH FIRE STATION

AFTERNOON SESSION: USFWS RIVER TOUR OF

BROWNS ISLAND HABITAT PROJECT

RSVP BY SEPT 15TH