

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 Regular Board Meeting
January 26, 2023
8:15 am
County Conference
Room
625 Jefferson Ave.**

I. CALL MEETING TO ORDER

II. PLEDGE ALLEGIANCE

III. AGENDA

- A. The Doughnut and Door Prize Resolution – **Board Action**
(For Wabasha County Forestry Day, February 17, 2023)
- B. SWCD donation to MN Forestry Association (MFA) to sponsor Forestry Day \$
-**Board Action**

IV. PUBLIC COMMENTS

Comments limited to 5 minutes per speaker

Welcome Seth Tentis to the Wabasha SWCD Board for District 4

V. CONSENT AGENDA -Board Action

Items on the Consent Agenda are considered to be routine by the Board and may be enacted through one motion. Any item on the Consent Agenda may be removed by any of the Board members for separate consideration.

- A. Tom Gerken voucher payment for Contract# 20-Capacity-1 in the amount of \$900.00 for 340 cover crops, final payment
(Funding source FY20 Capacity)
- B. Prairie Ridge Farm LLP voucher payment for Contract# 21-CS-2 in the amount of \$9,505.00 for 410 Grade Stabilization and 412 Grassed Waterway.
(Funding sources FY20 State Cost Share \$2,336.70, FY21 State Cost Share \$7,168.30)

VI. SECRETARY'S REPORT

- A. December 15, 2022 Meeting Minutes – **Board Action**

VII. TREASURER'S REPORT – Board Action

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

VIII. PAYMENT OF MONTHLY BILLS

- A. Monthly Bills in the amount of **\$108,414.66 - 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 – (in packet)
- 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 – None
- I. Other agencies – None

X. OLD BUSINESS

- A. Conservation Project – Lynn (open to any Supervisor for ideas)
- B. Gorman Creek Construction
 - i. MOU with Trout Unlimited – **Board Action**
 - ii. DNR Contract Amendment – **Board Action**
 - iii. **Contract with Danckwart Landscaping & Excavating for \$387,028.20 – Board Action**
 - iv. Signature authority for Terri Peters to sign document electronically – **Board Action**

iv

- C. 2023 Tentative Meeting Dates on the Fourth Thursday of the month – with exception of Thursday's that conflict with a holiday - **Board Action**

XI. NEW BUSINESS

- A. Election of SWCD Board Officers for 2023 – **Board Action**
 - i. Chairman –
 - ii. Vice Chairman –
 - iii. Secretary –
 - iv. Treasurer –
- B. 2023 Committee Appointments-**Board Action**
 - i. Personnel committee –
 - ii. Finance Committee –
 - iii. Whitewater JPB -
 - iv. Zumbro 1W1P -
 - v. WinLaC 1W1P -
 - vi. SE SWCD Technical Support JPB -
 - vii. County Board Meeting Representative – This is a member of our board who will go to county meetings. –
 - viii. Hiawatha Valley RC&D –
- C. ELink Grant Reporting Signature Authority Resolution 01262023-1-**Board Action**
- D. Designation of Official Newspaper Resolution 01262023-2 (Plainview News) - **Board Action**
- E. Designation of Official Bank Depositories Resolution 01262023-3-**Board Action**
- F. Designation of Signatories for Bank Accounts Resolution 01262023-4 – **Board Action**
- G. Supervisors Per Diem rates \$125.00. Supervisors and Staff Mileage .655 for 2023 Resolution 01262023-5- **Board Action**
- H. Contract extension authority policy 1/26/2023 – **Board Action**
- I. Operational Rules and Guidelines for 2023 – **Board Action**
- J. Bank Signatories – **Board Action**
- K. Approve Budget – **Board Action**

- L. Discussion on Bruce Wood Cover Crop Contract# 19-Capacity-4. Unable to get statement from him to cancel the contract, he does not want to continue it.
SWCD Board consider formally acknowledging the cancellation of the contract
- M. Wabasha SWCD Local Cost Share Policy – **Board Action/Signature**
- N. FY2023 State of MN BWSR Clean Water Fund SWCD Capacity Program P23-2522 \$124,566.00 & Buffer Law Implementation Program P23-2612 \$17,000.00 Grant Agreement – **Board Action/Signature**
- O. FY2023 State of MN BWSR Clean Water Fund Grant Agreement C23-3363 \$178,725.00 – **Board Action/Signature**
- P. Brian Yotter AgBMP loan application for \$200,000.00
Till manure applicator to be purchased in 2023 - **Board Action/Signature**
- Q. Signature Authority for Terri Peters to sign all AgBMP Loan Applications electronically – **Board Action**
- R. Approve Mike Haase Contract# 22-CS-2 in the amount of \$1,000.00 for 314 Brush Management – **Board Action/Signature**
(Funding source FY22 State Cost Share)
- S. Approve Amendment#1 for Contract# 22-Capacity-1 to include the landowner Ikkar Manor LLC which was originally omitted from the contract. The land occupier will remain as Daniel Sell – **Board Action/Signature**
(The original date, amount and the practices will remain unchanged)
- T. Ikkar Manor LLC voucher payment in the amount of \$17,546.40 for 22-Capacity-1 – **Board Action**
(Ikkar Manor LLC is the landowner. Check was made out to Daniel Sell and that check did not go out and has been voided)
(Funding source FY22 Capacity)
- U. Hiawatha Valley RD&D Dissolving
- V. Data Collector Frontier Precision – GPS unit which requires cellular data connection cell phone/hot spot, add one cell phone–Equipment Estimates **Board Discussion**
- W. Legislative Briefing and Reception, March 7 and Day at Capitol March 8
(More information coming from MASWCD later)
- X. Upcoming Events:
 - i. Public hearing for Winona-La Crescent Watershed plan on Thursday, January 26, 2023 at 6 p.m. at the MN State College SE. (1250 Homer Road, Winona. In the auditorium, room 205. Use the main entrance, door A)
https://www.winonapost.com/community/public-hearing-for-winona-la-crescent-watershed-plan/article_47a69a52-96a4-11ed-a55c-cf71a0e76d9e.html
Remote participation, please use the link: <https://bit.ly/WinLaC1W1P>
 - ii. Forestry Day, February 17, 2023 at the Front Porch, Kellogg
 - iii. LSP Training in Bellechester – Regenerative Systems Peer-to-Peer Workshop Wednesday, March 1 from 9 am – 3 pm at the Bellechester Community Center 101 1st St.
 - iv. Cow Calf Days, February 9, 2023 at 5:30 pm at the Rossman Farms, 7000 70th St. NW Oronoco
 - v. Legislative Briefing and Reception, March 7 and Day at the Capitol, March 8

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

THE DOUGHNUT AND DOOR PRIZE RESOLUTION

WHEREAS WABASHA SOIL AND WATER CONSERVATION DISTRICT HAS BEEN A PARTNER IN WABASHA COUNTY FORESTRY DAY SINCE 1977

AND WHEREAS THE 46th ANNUAL WABASHA COUNTY FORESTRY DAY WILL BE IN KELLOGG ON FEBRUARY 17, 2023

AND WHEREAS ATTENDENCE TO THIS FANTASTIC EDUCATIONAL EVENT MAY BE JEOPRADIZED WITHOUT FREE COFFEE, DOUGHNUTS, FRUIT, MILK AND JUICE

AND WHEREAS COFFEE WITHOUT DOUGHNUTS IS LIKE PIE WITHOUT ICE CREAM

AND WHEREAS COFFEE, DOUGHNUTS, FRUIT, MILK AND JUICE ARE IN FACT THE LEAST EXPENSIVE PART OF THIS FANTASTIC EVENT IS A BARGAIN

AND WHEREAS THE BOARD WILL LOOK INCREDIBLY GOOD KEEPING WITH A 45 YEAR TRADITION BY PROVIDING COFFEE, DOUGHNUTS, FRUIT, MILK AND JUICE IN 2023

NOW, THEREFORE, BE IT RESOLVED THAT WABASHA SWCD WILL PROVIDE COFFEE, DOUGHNUTS, FRUIT, MILK AND JUICE FOR THE 2023 WABASHA COUNTY FORESTRY DAY.

AND BE IT FURTHER RESOLVED THAT IN THE INTEREST OF LOOKING EVEN BETTER, THE WABASHA SOIL AND WATER CONSERVATION DISTRICT WILL DONATE 100 TREES FOR DOOR PRIZES.

Tom Gerken Contract #20-Capacity-1 Project Note
Henry Stelten
1/10/2023

Tom was not able to provide proper documentation for this 2021 fall cover crop planting and the district was unable to pay him for the second year on the contract. Tom did plant in the fall of 2022 and provided sufficient documentation to certify the cover crop planting and justify a payment voucher for the third and final year on the contract.

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 2020-Capacity-1	Other state or non-state funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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*If contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name Tom Gerken	Address 67549 67459 345th Ave	City/State Lake City/MN	Zip code 55041
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* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Conservation Practice Location

Township Name: Gilford	Township No: 110	Range No.: 13	Section No. 3, 4	1/4, 1/4
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Contract Information

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

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

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


340 cover crops on 30 acres for 3 years installed by 11/1/20, 11/1/21, 11/1/22

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

Applicant Signatures

The land occupier's signature indicates agreement to:

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

Date 1-15 20	Land Occupier 
Date	Landowner, if different from applicant
	Address, if different from applicant information:


Conservation Practice

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

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

Technical Assessment and Cost Estimate


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

Date 1-15-2020	Technical Assistance Provider 
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Amount Authorized for Financial Assistance

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

Amount	Program Name	Fiscal Year
\$900.00	Capacity 2020	2020
\$900.00	Capacity 2020	2021
\$900.00	Capacity 2020	2022

Board Meeting Date 1/23/2020	Authorized Signature 	Total Amount Authorized \$2,700.00
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PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: Prairie Ridge Farm LLP

Contract No.: 21-CS-2

Address: 6601 135th St

City, State, Zip: Elgin, MN

Total Amount

Authorized: \$9,505.00

% Approved: 75% (state)

75% (state & non-state)

(from contract)

Item	Quantity	Unit	Unit Price	Cost
Marlin Timm - Mobilization	1	Job	\$1,000.00	\$1,000.00
Marlin Timm - E Site Clearing 1.1 Acres	22.5	Hours	\$200.000	\$4,500.00
Marlin Timm - E Site Grading	3.5	Hours	\$140.00	\$490.00
Marlin Timm - E Site Waterway Construction	525	L.F.	\$2.40	\$1,260.00
Marlin Timm - E Site Installation of Breaker Rock	8	Ton	\$50.00	\$400.00
Marlin Timm - E Site Curlex Netting 8'x112' Piece	1	Each	\$109.00	\$109.00
Marlin Timm - E Site Geofabric 12'x30' Piece	1	Each	\$60.00	\$60.00
Marlin Timm - W Site Clearing	7.5	Hours	\$200.00	\$1,500.00
Marlin Timm - W Site Tile and Fittings	1	Each	\$920.00	\$920.00
Marlin Timm - W Site Hickenbottom Risers w/Ts	4	Each	\$121.25	\$485.00
Marlin Timm - W Site 6" PVC	120	Ft	\$12.7633	\$1,531.60
Marlin Timm - W Site Rodent Guards	2	Each	\$15.00	\$30.00
Marlin Timm - W Site Freight	1	Job	\$200.00	\$200.00
Marlin Timm - W Site 6" Tile Install	425	Ft	\$4.38117	\$1,862.00
Marlin Timm - W Site South Pipe Install	1	Job	\$800.00	\$800.00
Marlin Timm - W Site North Pipe Install	1	Job	\$800.00	\$800.00
Marlin Timm - W Site Stripping Borrow Area	7.5	Job	\$200.00	\$1,500.00
Marlin Timm - W Site South Structre Class C Fill	404	C.Y.	\$5.00	\$2,020.00
Marlin Timm - W Site North Structre Class C Fill	881	C.Y.	\$5.00	\$4,405.00
Marlin Timm - W Site South Basin Construction	270	Ft	\$6.35	\$1,714.50
Marlin Timm - W Site North Basin Construction	415	Ft	\$6.35	\$2,635.25
Kitzman Dairy - Manure spreader & Skid Loader Rent	2	Loads	\$37.50	\$75.00
Damaged Cornstalk Bedding Mulch Bales	3	Each	\$15.00	\$45.00
Ag Partners - Waterway 0-46-0 Triple Phosp	330	Lbs	\$0.46	\$151.80
Ag Partners - Waterway 0-0-60 Potash	240	Lbs	\$0.4375	\$105.00
Ag Partners - Waterway 21-0-0 -24S Ammonium	750	Lbs	\$0.2875	\$215.63
Ag-Partners - Waterway Custom Spreading	2	Acres	\$50.00	\$100.00
Ag Partners - Basin - 21-0-0-24S Ammonium Sulfate	291.2	Lbs	\$0.2990	\$87.07
Ag Partners - Basin 0-46-0 Triple Phosphate	200.9	Lbs	\$0.46	\$92.41
Ag Partners - Basin 0-0-60 Potash	110.5	Lbs	\$0.4375	\$48.34
Bennet & Sons - Gabion Stone	8.5	Ton	\$38.647	\$328.50
Bennet & Sons - Sales Tax	1.0	Each	\$24.22	\$24.22
Zabel Seeds - Pear Oats 50 Lb Bag	2.0	Bags	\$18.35938	\$36.72
Zabel Seeds - Horse Pasture Mix (BLM#4) 50 Lb Bag	3.0	Bags	\$183.0000	\$549.00
Zabel Seeds - Custom Seeding	1.5	Acres	\$20.0000	\$30.00
Zabel Seeds - MX200 Tractor Rental for Mulching	1	Hours	\$50.00	\$50.00

PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

Lukes Landscaping - Hydroseed field terraces	43,000	Sqft	\$0.18	\$7,740.00
Lukes Landscaping - Tax	1	Each	\$532.51	\$532.51
Prairie Ridge Farm LLC - Mobilization	1	Job	\$100.00	\$100.00
Prairie Ridge Farm LLC - Skid Loader Grading Waterway	3	Hours	\$100.00	\$300.00
Prairie Ridge Farm LLC - Spreading Mulch	1	Hour	\$25.00	\$25.00
Prairie Ridge Farm LLC - Skid Loader Grading Structure	4.5	Hours	\$100.00	\$450.00

PROJECT COST: **\$39,308.54**

PAYMENT AND CERTIFICATION INFORMATION

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

B. Total cost of practice to date: \$39,308.54

C. Eligible amount (total cost x % approved): \$9,505.00 (state) \$29,481.41 (state & non-state)

D. Total other state payment amount: \$0.00

E. Total non-state payment amount: \$5,000.00

F. Total previous partial payments: \$0.00

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

H. Maximum payment amount: \$9,505.00

Pre-Con.Cover Ac.	Rate/Ac.

Amount Approved for This Voucher:

\$9,505.00

(cannot exceed Total Amount Authorized)

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

Prairie Ridge Farm LLP - by Matt Kempinger - Partner

1/23/2023

Payee Signature

Date

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

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

Technical Assistance Provider NRCS-ENG-50 (Conservation Practice Quantity Certification) can be utilized as the certification of practice completion. An attached completed and signed NRCS-ENG-50 and as-built can be used as the technical certification on the "Voucher and Certification"

Matt Kempinger

Technical Assistance Provider

1-23-23

Date

Susan Cerwinske

Administrative Sign-off

1/24/2023

Date

Conservation Practice(s) Quantity Certification**Name:** Mike Zabel**County:** Wabasha**Township:** Hyde Park**Section:** 35

CIN#	CPS	Installed Conservation Treatment	Amount Planned	Amount Installed
	412	-Grassed Waterway(Waterway DA between 200 and 600 acres - Ft)	475	512
	460	-Land Clearing(Heavy Equipment - Ac)	0.9	0.9
	484	-Mulching(Erosion Control Blanket - SqFt)	900	900
	484	-Mulching(Natural Material, Full Coverage - Ac)	1.4	1.5
	460	-Land Clearing(Heavy Equipment - Ac)	0.5	0.5
	638	-Water and Sediment Control Basin(Berm between 6 feet and 8 feet)	1065	1065
	620	-Underground Outlet(Intake Riser and short offset outlet - No)	2	2
	620	-Underground Outlet(6 inch corrugated plastic tubing or smaller - Ft)	413	413
	362	-Diversion(Earthen - Ft)	170	170
	620	-Underground Outlet(6 inch pipe conduit - Ft)	114	114

Notes:

Hydromulch was used on the basins and Nichole gave the ok to do so. The waterway was also extended slightly for better fit with the laterals and to reach the most stable outlet point.

Quantity Certification Prepared By:

I hereby certify that the above practice has, to the best of my knowledge and belief, been completed in accordance with the drawings and meets NRCS standards and specifications.

CHARLIE BLACKBURN CIVIL ENGINEERING
TECH. USDA - NRCS
2022.09.20 11:42:26 -05'00'

CET

9/20/22

Name

Title

Date

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 21-CS-2	Other state or non-State funds? <input checked="" type="checkbox"/> YES <input type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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*If contract amended, attach amendment form(s) to this contract

Applicant

Land Occupier Name Pralrie Ridge Farm LLP	Address 53295 282nd Ave	City/State Plainview, MN	Zip Code 55964
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* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form

Conservation Practice Location

Township Name: Zumbro	Township No.: 109	Range No.: 13	Section No.: 35	1/4,1/4 SW 1/4
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Contract Information

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

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objectives are met and the effective life, a minimum of 10 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.
2. 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 install and establish 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.
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 Technical Guide (FOTG) - 410 Grade Stabilization Structure, 412 Grassed Waterway

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, will remain in effect unless canceled or amended by mutual agreement. If the practice(s) covered by this contract have not been installed by 11/31/2022, 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/receipts must include: the name of the vendor; the materials, labor or equipment used; the component unit costs and the date(s) 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. Reimbursement requests must also be supported by a completed Percent Based Voucher Form.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel(s) where the conservation practice(s) will be located.
2. Obtain any permits required in conjunction with the installation and establishment of the practice(s) prior to starting construction of the practice(s).
3. 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.
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(s). Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the Flat Rate Payment option.
5. Provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

Date	Land Occupier
9/17/2021	Prairie Ridge Farm LLP by <i>Matt Jahl</i>
Date	Landowner, if different from applicant
9/17/2021	David Zabel <i>David Zabel</i>
	Address, if different from applicant information
	6601 135th St., Elgin, MN 55932

Conservation Practice

The primary practice for which cost share is requested is: **410 Grade Stabilization Structure & 412 Grassed Waterway**

Practice standard(s) or eligible component(s)	Engineered Practice	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate
	Ecological Practice	<input type="checkbox"/> YES <input type="checkbox"/> NO	
410 Grade Stabilization Structure & 412 Grassed Waterway			\$19,340.00

Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above-listed practice(s) will be installed and deem the practice(s) needed and that the estimated quantities and costs are practical and reasonable.

Date	Technical Assistance Provider	NRCS engineered project with appropriately signed and documented plans available upon request
8-30-21	<i>Matt Kempinger</i>	

Pre-Construction Cover

Allowed when temporary cover is necessary for 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 has authorized the following for financial assistance, total not to exceed 75.0% of the total cost to establish the conservation practice plus the pre-construction cover total amount if utilizing the Flat Rate Payment option.

Date	Authorized Signature	Total Amount Authorized
		\$9,505.00

Lynn Zabel 9-23-21

Amount	Program Name	Fiscal Year
\$ 7,168.30	2021 State Cost Share	2021
\$ 2,336.70	2020 State Cost Share	2020

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 Regular Board Meeting
December 15, 2022
8:15 am
County Conference
Room
625 Jefferson Ave.**

I. CALL MEETING TO ORDER

Meeting called to order at 8:17 am by Lynn Zabel, Chair

Supervisors Present: Sharleen Klennert, Treasurer, Dag Knudsen, member, Lynn Zabel, Chair. Note: Larry Theismann and Chet Ross were absent

Staff Present: Terri Peters, District Manager

Others Present: Frank Klennert, citizen

Others Present by Phone: Brian DeVetter, NRCS, Sue Cerwinske,

Bookkeeper/Admin.Asst., Bob Walkes, County Commissioner

Lynn Zabel noted that recessed at last meeting

Terri attended open meeting law session at the MASWCD convention and found out it was incorrect to recess the meeting. Minutes should have been taken and should have let people know where they were.

II. PLEDGE ALLEGIANCE

III. AGENDA

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

Affirmative: Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

IV. PUBLIC COMMENTS

Comments limited to 5 minutes per speaker

V. CONSENT AGENDA -Board Action

Items on the Consent Agenda are considered to be routine by the Board and may be enacted through one motion. Any item on the Consent Agenda may be removed by any of the Board members for separate consideration.

- A. Jeremiah Leonhardt voucher payment for Contract# 21-Capacity-8 in the amount of \$900.00 for 340 Cover Crops, First Year of 3.
(Funding source FY21 Capacity)
- B. Huneke Dairy/Paul Huneke voucher payment for Contract# 2022WAGZ-WC-9 in the amount of \$1,600.00 for 340 Cover Crops, First Year of 3.
(Funding source WAGZ Watershed Based)
- C. Mike Rahman voucher payment for Contract# 19-DWP-CC-2 in the amount of \$900.00 for 340 Cover Crops, Final Year of 3.
(Funding source FY19 Capacity)
- D. Huneke Bros. LLP/Micah Huneke voucher payment for Contract# 2022WAGZ-WC-5 in the amount of \$4,000.00 for 340 Cover Crops, First Year of 3.
(Funding source WAGZ Watershed Based)

- E. Patricia Livingston voucher payment for Contract# 2022WAGZ-WC-02 in the amount of \$15,656.72 or 410 Grade Stabilization Structure
(Funding source WAGZ Watershed Based)

Motioned by Klennert and seconded by Knudsen to approve the Consent Agenda

Affirmative: Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

VI. SECRETARY'S REPORT

- A. November 17, 2022 Meeting Minutes – Board Action

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

Affirmative: Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

VII. TREASURER'S REPORT – Board Action

- A. November District Financial Statements

- B. November Program Record

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

Affirmative: Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

VIII. PAYMENT OF MONTHLY BILLS

- A. Monthly Bills in the amount of \$ 40,003.55 - Board Action

Motioned by Knudsen and seconded by Klennert to approve Payment of the Monthly Bills in the amount of \$40,003.55

Affirmative: Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

- B. December employee insurance premiums. December 23rd payroll.

VSP \$64.04 will be paid online. Auditor/Treasurer Wabasha County \$559.85

Check# 11752 will need to be cut on December 20th and dated 12/23/2022, please sign check today – Board Action

Motioned by Knudsen and seconded by Klennert to approve payment of December employee insurance premiums after December 23rd payroll is completed. VSP for \$64.04 online. Signed check #11752 for Auditor/Treasurer Wabasha County for \$559.85 to be filled in after 12/23 payroll has been ran.

Affirmative: Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

IX. DISTRICT REPORTS

- A. Chair Report – Lynn Zabel

Attended the MASWCD annual convention. Troy Daniels talked about money available. May need to go in with partners or coalition to apply for money.

Attended session of Hiring Employees and Keeping Quality Employees, What questions should be asked in the interview.

Discussion on MASWCD convention:

Sharleen attended business meetings. A lot of people stressed that the legislature is new and we need to take time to talk to them letting them know who we are and

what we do and why it is important to the legislators.

Dag agreed that we need to interact with the legislatures. Even getting to know them when they were running for election.

Lynn said it is the first time that there are more legislators to represent the cities, than there are for rural.

Terri noted that we might need to reach out to committees, like the Environmental.

- B. County Commissioner – Bob Walkes

Attended the annual AMC convention.

Personnel issues. Breakout sessions.

Session about recruitment and retaining employees.

Budget will be approved Dec. 30. 3% Levy. Truth & Taxation meeting Tues. night.

- C. District Manager Report – Terri Peters

Attended MASWCD Convention

Working with Jen Wahls to establish partnership for water monitoring as part of the West Indian Creek project. Joe Magner U of M Professor brought in River Falls Professor. The university would like to get students out there to get some experience. Landowners have also said they would do so and some hesitancy with them on having people regularly on their land.

Gorman Creek – request for Bid. Highway Dept system. Pre-bid meeting at the site. Quite a few contractors were there. Matt & Terri working on answering questions. 12-22 bid opening at the office.

Shared some important things learned in the MASWCD session on Open Meeting Law.

- D. NRCS Report – John Benjamin – (in packet) *Brian DeVetter went over report.*

- E. District Technician Report- Matt Kempinger (in packet)

- F. Natural Resources Conservation Technician Report – Henry Stelten (in packet)

- G. Bookkeeper/Administrative Assistant -Sue Cerwinske

- H. BWSR Report – None

- I. Other agencies – None

X. OLD BUSINESS

- A. Conservation Project – Lynn (open to any Supervisor for ideas)
Farm Magazine had a article on Stearns County same as convention.

XI. NEW BUSINESS

- A. Approve FY2021 Regional Safe Drinking Water for Private Well Users Grant
Subagreement Amendment -**Board Action/Signature**

Motioned by Klennert and seconded by Knudsen to approve the FY2021 Regional Safe Drinking Water for Private Well Users Grant Sub-agreement Amendment

Affirmative: Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

- B. 2023 Tentative Meeting Dates on the Fourth Thursday of the month – with exception of Thursday's that conflict with a holiday - **Board Action**

Motioned by Klennert and seconded by Knudsen to table the 2023 Meeting date schedule until the January meeting so new board member, Seth Tentis can check if this schedule will work for him or if it needs to be adjusted.

Affirmative: Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

C. Roller Crimper Trailer Rental – **Board Discussion/Action**

Discussion: \$250.00 Rental for the trailer for the year in lieu of \$20.00 per rental for helping to load.

Motioned by Knudsen and seconded by Klennert

Affirmative: Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

D. SWCD Drone & Tablet – **Board Discussion/Action**

Motioned by Klennert and seconded by Knudsen to spend up to \$250.00 for the purchase of the SWCD Drone & Tablet.

Affirmative: Klennert, Knudsen, Zabel

Opposed: None

Motion Carried:

E. Approve Draft Audit Financial Statements for year ended 12-31-21 -**Board Action**
(Drafts of Internal Control Letter and Governance Letter)

Motioned by Klennert and seconded by Knudsen to approve the Draft Audit Financial Statements for year ended 12-31-21.

Affirmative: Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

F. Upcoming Events:

- i. Oct – Dec Expense Report due to Sue by 12:00 pm, Tuesday, December 20
- ii. Monday, December 26 office closed, Christmas observed
- iii. Monday, January 2, 2023 office closed, New Year's observed

XII. Board Reports

A. Whitewater JPB – Lynn

1:00 Meeting today, 12-15-22.

B. Zumbro 1W1P – Larry (alternate Dag) – **Jan. Meeting**

C. WinLaC 1W1P – Lynn

Zoom Meeting

Jan. 26 Public meeting in Winona at 6:00 pm to sum up review process

D. SE SWCD Technical Support JPB – Larry - **Nothing**

E. County Board Meeting – Larry (alternate Sharleen) **Nothing**

F. Hiawatha Valley RC&D – Lynn

Missed meeting, no agenda

Bob reported there will be a final meeting Jan – Feb. to disband.

Decide what to do with the kity.

XIII. Closed Session – Board Action

Motioned by Klennert and seconded by Knudsen to go into closed session at 9:46 am

Affirmative: Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

- A. Personnel Review
 - i. Sue Cerwinske
 - ii. Matt Kempinger
 - iii. Henry Stelten
- B. District Manager – Terri Peters personnel review and discussion
- C. Adoption of 2023 Wage Scale

XIV. Reopen Regular Meeting – Board Action

- A. Adoption of 2023 Wage Scale

Motioned by Klennert and seconded by Knudsen to adopt the 2023 Wage Scale

Affirmative: Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

- B. Approve Employee Evaluations

Motioned by Knudsen and seconded by Klennert to approve the employee evaluations.

Affirmative: Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

- C. Approve 2023 salary recommendations

Motioned by Klennert and seconded by Knudsen to approve 2023 salary recommendations as discussed in the closed session.

Sue – move up step, Matt – move up 2 steps, Henry move up 1 step and Terri move up 1 step.

Affirmative: Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

XV. Adjourn – Board Action

Motioned by Klennert and seconded by Knudsen to adjourn the meeting at 11:23 am

Affirmative: Klennert, Knudsen, Zabel

Opposed: None

Motion Carried

Respectively submitted by:

Larry Theismann, Secretary

3:30 PM

01/23/23

Cash Basis

Wabasha Soil and Water Conservation District
Cash Balances
As of December 31, 2022

	<u>Dec 31, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	38,613.40
Money Market WNB Financial	7,406.66
Peoples State Bank Money Market	356,345.10
Petty Cash	73.90
WNB Financial	<u>1,647.69</u>
Total Checking/Savings	<u>404,086.75</u>
Total Current Assets	<u>404,086.75</u>
TOTAL ASSETS	<u>404,086.75</u>
LIABILITIES & EQUITY	<u>0.00</u>

Wabasha Soil and Water Conservation District
Balance Sheet
As of December 31, 2022

	Dec 31, 22
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	38,613.40
Money Market WNB Financial	7,406.66
Peoples State Bank Money Market	356,345.10
Petty Cash	73.90
WNB Financial	1,647.69
Total Checking/Savings	404,086.75
Accounts Receivable	
11000 · Accounts Receivable	91,822.17
Total Accounts Receivable	91,822.17
Total Current Assets	495,908.92
Fixed Assets	
15000 · Furniture and Equipment	
Computer	4,562.00
Laptops for Distrcit Techs (2)	3,149.22
Samsung Tablets	1,548.69
15000 · Furniture and Equipment - Other	109,828.00
Total 15000 · Furniture and Equipment	119,087.91
17000 · Accumulated Depreciation	-92,727.42
Total Fixed Assets	26,360.49
Other Assets	
Prepaid Items	
Prepaid Rent	920.43
Total Prepaid Items	920.43
Total Other Assets	920.43
TOTAL ASSETS	523,189.84
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	53,423.06
Total Accounts Payable	53,423.06
Other Current Liabilities	
Allowance for Unemployment Reim	1,581.86

3:29 PM

01/23/23

Accrual Basis

Wabasha Soil and Water Conservation District
Balance Sheet
As of December 31, 2022

	<u>Dec 31, 22</u>
Deferred Revenue	
AIS	76,315.06
FY18 Capacity	1,729.56
FY19 Capacity	4,279.45
FY20 Buffer Initiative	1,827.64
FY20 Capacity	2,019.74
FY20 CWMA	1,932.12
FY20 NACD TA Grant	22,399.00
FY20 State Cost share	2,336.70
FY21 Buffer Initiative	15,163.00
FY21 Capacity	31,537.75
FY21 NACD TA Grant	31,189.00
FY21 State Cost Share	8,705.80
FY22 Buffer Initiative	17,000.00
FY22 Capacity	73,525.66
FY22 NACD TA Grant	64,000.00
FY22 State Cost Share	15,401.00
FY22 WCA	-1,958.24
FY23 Conservation Delivery	19,619.00
FY23 LWM	14,177.00
FY23 State Cost Share	15,401.00
FY23 WCA	12,118.00
Total Deferred Revenue	428,718.24
Deposit on Tree Sales	2,508.47
24000 · Payroll Liabilities	1,192.99
25500 · Sales Tax Payable	754.90
Total Other Current Liabilities	434,756.46
Total Current Liabilities	488,179.52
Total Liabilities	488,179.52
Equity	
Fund Balance- Restatement	47,943.10
Fund Balance Designated	31,903.30
Investment in Capital Assets	26,360.49
30000 · Opening Balance Equity	649.89
32000 · Owners Equity	100,052.44
Net Income	-171,898.90
Total Equity	35,010.32
TOTAL LIABILITIES & EQUITY	523,189.84

3:31 PM

01/23/23

Cash Basis

Wabasha Soil and Water Conservation District
Profit & Loss
December 2022

	Dec 22
Ordinary Income/Expense	
Income	
Charges for Services	
Wetlands	200.00
Total Charges for Services	200.00
Intergovernmental Revenues	
County	
County Regular Allocation	52,405.74
Total County	52,405.74
Partners Grants	
FY22 NACD TA Grant	-64,000.00
NFWF- Planning for WQ & Habitat	36,810.45
Total Partners Grants	-27,189.55
State	
MAWQCP	9,909.24
Total State	9,909.24
Total Intergovernmental Revenues	35,125.43
Total Income	35,325.43
Gross Profit	35,325.43
Expense	
District Operations	
Other Services and Charges	
Building Rent	920.83
Conferences and Conventions	1,333.93
Employee Education and Training	20.00
Employee Mileage	120.00
Internet Expense	79.66
Subs. and Pubs.	264.00
Supervisor's Expenses	0.00
Supervisor's Mileage	778.87
Vehicle Expenses	
Chevrolet Silverado Vehicle Exp	162.68
Hyundia Tucson Vehicle Expense	16.09
Total Vehicle Expenses	178.77
Total Other Services and Charges	3,696.06
Personnel Services	
Employee Salary Permanent	20,586.44

3:31 PM

01/23/23

Cash Basis

Wabasha Soil and Water Conservation District
Profit & Loss
December 2022

	Dec 22
Employer Life and Health	
66000 - Payroll Expenses	1,424.08
Employer Life and Health - Other	22.00
	<hr/>
Total Employer Life and Health	1,446.08
Employer Share FICA	1,356.11
Employer Share Medicare	317.19
Employer Share PERA	1,357.56
	<hr/>
Total Personnel Services	25,063.38
Supplies	
Office Supplies	166.22
	<hr/>
Total Supplies	166.22
Total District Operations	28,925.66
Project Expenditures	
District	
Plat Book Expense	2,032.95
	<hr/>
Total District	2,032.95
Federal	
319 Focus Small Wtrshd-W.Indian	2,382.50
	<hr/>
Total Federal	2,382.50
State	
FY19 Regnl Drinking Water Prote	900.00
FY20 Gorman Creek Restoration	157.78
FY21 Capacity	900.00
FY22-23 WAGZ	21,256.72
FY22 Buffer Law Implementation	132.78
MAWQCP Administration	10,576.82
North Fork Zumbro-Mazeppa	310.00
	<hr/>
Total State	34,234.10
Total Project Expenditures	38,649.55
	<hr/>
Total Expense	67,575.21
	<hr/>
Net Ordinary Income	-32,249.78
Other Income/Expense	
Other Income	
Interest Income	

Wabasha Soil and Water Conservation District
Profit & Loss
December 2022

	Dec 22
Interest Earnings MM's	583.35
Total Interest Income	583.35
Total Other Income	583.35
Net Other Income	583.35
Net Income	-31,666.43

Wabasha Soil and Water Conservation District
Monthly Bills Listing
January 26, 2023

	Type	Date	Num	Name	Memo	Account	Paid Amount
Jan 26, 23							
	Liability Check	01/26/2023	11758	Auditor/Treasurer of Wabasha County	Dental, LTD, Life Insurance	WNB Financial	-633.20
	Liability Check	01/26/2023	11759	Auditor/Treasurer of Wabasha County	Medica - Health Insurance	WNB Financial	-6,596.84
	Liability Check	01/26/2023	EFT	VSP Vision Care	February 2023 Premium	WNB Financial	-64.04
	Bill Pmt -Check	01/26/2023	11760	Freeborn County SWCD	Oct - Dec 2022 - 4th Qtr MAWQCP	WNB Financial	-394.59
	Bill Pmt -Check	01/26/2023	11761	Goodhue County SWCD	2023 Envirothon Dues	WNB Financial	-175.00
	Bill Pmt -Check	01/26/2023	11762	HBC	Internet Service 1/02 - 2/01/2023	WNB Financial	-79.66
	Bill Pmt -Check	01/26/2023	11763	Ikkar Manor LLC	22-Capacity-1 412 Grassed Waterway,340 Critical Planting, 484 Mulching	WNB Financial	-17,546.40
	Bill Pmt -Check	01/26/2023	11764	Jennifer Wahls-C	Dec 1 - Dec. 31, 2022 WIC contract services	WNB Financial	-1,300.00
	Bill Pmt -Check	01/26/2023	11765	MASWCD	MASWCD FY2023 Dues	WNB Financial	-6,178.05
	Bill Pmt -Check	01/26/2023	11766	MCIT	PC & WC Renewal 1-01-2023 to 1-01-2024	WNB Financial	-8,531.00
	Bill Pmt -Check	01/26/2023	11767	Mittel Schule, Inc.	February 2023 Rent	WNB Financial	-920.43
	Bill Pmt -Check	01/26/2023	11768	Olmsted County Public Works	December - Mark Root Salary, Benefit & MAWQCP	WNB Financial	-19,102.01
	Bill Pmt -Check	01/26/2023	11769	Olmsted SWCD	Oct - Dec. 2022 Outreach/Safe Drinking Water for Private Wells	WNB Financial	-549.70
	Bill Pmt -Check	01/26/2023	11770	Paul Busch Auto Center, Inc.	Silverado oil change, front tires and Hyundai oil change	WNB Financial	-666.42
	Bill Pmt -Check	01/26/2023	11771	Prairie Ridge Farm LLP	FY20 State cost share 2,336.70, FY21 State Cost Share 7,168.30	WNB Financial	-9,505.00
	Bill Pmt -Check	01/26/2023	11772	Regents of the U of MN	U of MN Beef Team - Cow Calf Days - Wabasha SWCD sponsonr	WNB Financial	-100.00
	Bill Pmt -Check	01/26/2023	11773	Rice- SWCD	Staff Time Oct-Dec. 2022 - Safe Drinking Water	WNB Financial	-46.50
	Bill Pmt -Check	01/26/2023	11774	SE SWCD Technical Support JPB	MAWQCP 3552.71, Gorman Creek 2109.65, NACD 20233.46, Dues 3000.00	WNB Financial	-29,195.82
	Bill Pmt -Check	01/26/2023	11775	Smith Schafer & Associates, LTD	Final Billing for Audit of Fin. Stmt's year ended 12-31-2021	WNB Financial	-5,775.00
	Bill Pmt -Check	01/26/2023	11776	Tom Gerken-b	Final yr Cover Crop pmt	WNB Financial	-900.00
	Bill Pmt -Check	01/26/2023	11777	WSB	North Fork Nov. Scope Expansion Design & Permitting	WNB Financial	-155.00
Jan 26, 23							<u><u>-108,414.66</u></u>

NRCS Field Office Report

1/26/23

John Benjamin

Current office standing

- The office is open to the public.
- Masks are not required in the building; this could change on a weekly basis dependent on CDC COVID community levels presented the Friday before.

CSP (Conservation Stewardship Program)

- 10 Active contracts
- 17 Applications for CSP FY23 Classic in pending status
- FY23 CSP Classic Signup Deadline; February 10th
- FY24 CSP Renewal application deadline; March 10th

EQIP (Environmental Quality Incentive Program)

- 24 Active EQIP **contracts**
- 26 Applications in pending status
- FY23 signup 1 Ranking deadline Feb 3rd

RCPP-EQIP (Regional Conservation Partnership Program- EQIP)

- 3 active contracts
- No applications submitted

RCPP18 (Regional Conservation Partnership Program)

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

- 1 Active contract
- FY23 Sign up deadline, December 16th
- No applications submitted

CRP (Conservation Reserve Program)

- 113 Expiring contract reviews for FY23
- 9 Expiring contracts for FY24
- 32 Continuous offers accepted
- 17 General offers accepted
- 7 CRP establishment checks

Monthly Report – January 2023

Matt Kempinger

Training

- Conservation Desktop
- Job approval authority discussions with area engineer
- Document prep for job approval authority request submittal

Projects

- Review bids for Gorman Creek and work with contractors and partners to make final selection
- Plan for construction monitoring, scheduling, and logistics of Gorman Creek project
- Look into and request quotes for survey data collector and GNSS system upgrades.
- Pollution reductions & reporting for 2 projects
- Year-end WCA reporting
- Plan for new year's potential cost share contracts
- Preliminary design work for 2 waterways
- Preliminary design work for 2 grade stabilization structures
- Voucher processing for 1 grade stabilization structure and grassed waterway project

Others

- Conservation Desktop – CSP work
- Processed 1 WCA joint application
- Issue one WCA NOD
- Reviewed 1 tiling requests for WCA
- Informed 1 landowner about MAWQCP program
- Process MAWQCP grant for 1 landowner
- Provided documentation to MAWQCP specialist for 1 project
- Answered general resource questions from public and assisted where possible

Work Summary – January 2023

Henry Stelten

Projects

- Cover crop contract planting certification and voucher processing
- Site visits for grade stabilization structures, reduced-till, cover crop & grazing planning
- Planning and contracting for new 314 brush management project (5 acres)
- Communications and planning for grade stab & feedlot projects

Others

- Buffer Law compliance imagery checks for end of year BuffCat reporting and list of parcels for follow up work
- Conservation desktop work for NRCS CSP contracts
- Pollution reductions calculated, entered on Elink & SWCD project tracker
- CSP article
- Newsletter items drafting
- Assistance with CSP work for NRCS
- Tree sale orders, customer assistance
- Planning for Envirothon 2023
- Conservation crates scheduling and delivery
- Initial outreach for 5th grade conservation field day
- Soil erosion article for FSA newsletter
- Safe Drinking Water grant customer assistance
- Policy draft update for soil health grant practices

Training

- Conservation Desktop training
- AgLearn modules for Conservation Planner Lvl 3

SUE:

Auditors – GL entries tie out for 2021

Census

CSP calls for John and mail letters

Tree orders/Tracker

Supervisor Payroll & Expense Reports

Board Meeting Minutes

Bank Reconciliations and Deposits & Check Listing

Financial Statements

Quarterly Invoicing

Sales Tax Return for 2022

SAFES report to State Auditor – Audited Financial Statements

Tied out W-2's and 1099's to run soon

Amendment # 1 for Grant Contract Agreement #176922/PO 3000217992

Grant Contract Agreement Start Date:	<u>5/28/2020</u>	Total Grant Contract Agreement Amount:	<u>\$537,000.00</u>
Original Grant Contract Agreement Expiration Date:	<u>6/30/2024</u>	Original Grant Contract Agreement Amount:	<u>\$500,000.00</u>
Current Grant Contract Agreement Expiration Date:	<u>6/30/2024</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Grant Contract Agreement Expiration Date:	<u>NA</u>	This Amendment:	<u>\$37,000.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Department of Natural Resources ("State") and the Wabasha County Soil and Water Conservation District, 611 Broadway Ave., Suite 10, Wabasha, MN 55981 ("Grantee").

Recitals

1. The State has a grant contract agreement with the Grantee identified as #176922/3000170802 ("Original Grant Contract") to restore 2700 feet of the Gorman Creek and 900 feet of the tributary to a stable, functioning channel.
2. Bids for project were higher than originally estimated.
3. The State and the Grantee are willing to amend the Original Grant Contract Agreement as stated below.

Grant Contract Agreement Amendment

REVISION 1. Clause 4.1 "**Consideration**" is amended as follows:

Consideration and Payment**4.1 Consideration.**

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

(a) Compensation

The Grantee will be paid ~~\$500,000.00~~ \$537,000.00 for actual expenses incurred.

(b) Travel Expenses

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

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed ~~\$500,000.00~~ \$537,000.00.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Missouri Statute 16A.15

Signed: Felicia Barnes

650F68633C8A413...

Date: January 20, 2023

SWIFT Contract/PO No(s). 176922/3000217992 _____

2. GRANTEE

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

By: _____

Title: District Manager

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

Title: Director, Ecological & Water Resources _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Wabasha County Soil & Water Conservation District ("Owner") and
Danckwart Landscaping and Excavating Project ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE - 1 WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

A phased stream realignment and restoration of a portion of Gorman Creek and an unnamed spring tributary. Work will include excavation of a new floodplain and channel meanders, bank grading, installation of toe wood and other habitat features, installation of grade control riffles, and establishment of native vegetation.

ARTICLE - 2 THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Miller Gorman Creek Stream Restoration Project for the Wabasha County SWCD, Danckwart Landscaping and Excavating Project #

ARTICLE - 3 ENGINEER

- 3.1 The Owner and Technical Service Area 7 (TSA7) staff ("Engineer") will act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract.
- 3.2 The part of the Project that pertains to the Work has been designed by Technical Service Area 7 staff and Wabasha SWCD staff.

ARTICLE - 4 CONTRACT TIMES

4.1 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 *Contract Times: Dates*

Operations shall start no earlier than the date of an executed contract and all phases of work will end not later than May 31, 2024, pending feasibility of seasonal work activity. All work schedules will be in approved ongoing in coordination with SWCD and MNDNR REU staff. Working day charges will commence the first day of operations on the project.

4.3 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time.

- B. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty)
1. *Substantial Completion*: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE - 5 CONTRACT PRICE

- 5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. *Contract Price*: Three hundred eighty-seven thousand twenty-eight and 20/100 dollars (\$387,028.20) for Base Bid subject to adjustment based on the provisions of the Contract.
 - B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
 - C. The Contractor's Bid, attached hereto as an exhibit, provides the basis for the extended prices for the Unit Price Work.

ARTICLE - 6 PAYMENT PROCEDURES

6.1 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.2 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage)

- 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage;
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Contractor shall submit to the Engineer an Application for Payment for the retainage amount less the following amounts:
1. 250 percent of the anticipated cost to complete the punch list items; and
 2. the greater of \$500 or 1 percent of the Contract price to ensure delivery of final paperwork which includes, but is not limited to operation manuals, payroll documents for projects subject to prevailing wage requirements, and the IC134 form.

The Owner, upon certification from the Engineer, shall make payment of any undisputed amounts within 30 days of receipt of the Application for Payment.

6.3 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions

6.4 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or at any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.5 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 1.5 percent per month.

6.6 *Extended Vegetation Management*

- A. Contractor will follow guidelines for extended vegetation management in direct communication with Wabasha SWCD. Payment for each year of management will take place at scheduled times with approved extended vegetation management work.

ARTICLE - 7 **CONTRACT DOCUMENTS**

7.1 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the Project Manual.
 6. Drawings (not attached but incorporated by reference) consisting of 13 sheets with each sheet bearing the following general title: MILLER GORMAN CREEK STREAM STREAM RESTORATION WABASHA COUNTY, MN, dated 09/19/2022.
 7. Addenda (numbers 1 to 2, inclusive).

8. Exhibits to this Agreement (enumerated as follows):
 - a. Bid Worksheet.
 - b. Completed Bidder Information Form.
 - c. Non-Collusion Affidavit.
 - d. Responsible Contractor Verification and Certification of Compliance Form.
 - e. Notice to Bidders – Bidder's Acknowledgement.
 - f. Extended Maintenance Repair provision and Extended Vegetation Management Plan
 - g. Bid bond sheets submitted with RFP
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Certificate of Liability (liability limits noted in RFP)
 - b. Notice to Proceed.
 - c. Work Change Directives.
 - d. Change Orders.
 - e. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE - 8 REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.1 Contractor's Representations

- A. In order to induce the Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied all: (a) reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings; and (b) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions the Contract.
7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents; and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.2 Contractor's Certifications

- A. The provisions of MINN. STAT. 16C.285 Responsible Contractor are imposed as a requirement of this Contract. This Contract may be terminated by the Owner at any time upon discovery by the Owner that the prime contractor or subcontractor has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in the Statute.
- B. The provisions of MINN. STAT. 471.425, subdivision 4a. are imposed as a requirement of this Contract.
 1. Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1.5 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A Subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

8.3 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineer's Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on January 26, 2022 (which is the Effective Date of the Contract).

Owner: Wabasha County SWCD

Contractor: Danckwart Landscaping & Excavating

By: _____

By: _____

Date: _____

Date: 1/25/23

Name: _____

Name: Jason Meyer

Title: _____

Title: Vice President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

611 Broadway Ave. Ste. 10

Wabasha, MN 55981

Address for giving notices:

16240 627th St.

Kellows mn 55945

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address:

Address

16240 627th St

Kellows mn 55945

Maintenance/repair.

Due to the project's location it is likely to experience one or more high water events in the first three years following the main construction work. Some erosion is not uncommon in riparian areas until vegetation becomes fully established, including due to the settling of soil behind installed structures or features. Contractor must inspect for and repair erosion, including erosion caused by a lack of fully established vegetation or settling of soil, for three years following substantial completion of construction. Contractor shall coordinate inspections of the project site with Wabasha Soil & Water Conservation District for three years following substantial completion of construction. Inspection frequency shall be determined, in part, by precipitation patterns at the project site, but in no case shall be less than three times per year (once each in spring, summer and early fall). These inspections and repairs are separate from and in addition to the extended vegetation management called for in the specifications and line items 26, 27 and 28 of the Bid Form. These year one, year two, and year three inspections and repairs are part of the base project and will be paid based on the rates stated in line items 29, 30, and 31 of the Bid Form.

EXTENDED VEGETATION MANAGEMENT

These Extended Vegetation Management provisions amend or supplement the standard Technical Specifications found in the Minnesota Department of Transportation (Mn/DOT) Standard Specifications for Construction 2020 Edition, Divisions II and III. The terms used in these Extended Vegetation Management provisions have the meanings stated in the Technical Specifications. Additional terms used in Extended Vegetation Management provisions have the meanings stated below, which are applicable to both the singular and plural thereof.

GENERAL

Extended Vegetation Management requires the furnishing of all necessary labor, equipment, and materials to perform and complete all operations necessary to ensure all ground disturbed and subsequently restored by this project consists of a maximum of 30 percent volunteer species at the end of year one, a maximum of 20 percent volunteer species at the end of year two, and a maximum of 10 percent volunteer species at the end of year three (the Work).

1.1 WORKMANSHIP QUALITY INSURANCE

References - including, but not limited to the following:

1. Project RFP MN-6 (pg. 51), Critical Area Planting (pg. 57)
2. Mn/DOT Seeding Manual, 2007 Edition.
3. Restoring & Managing Native Wetland & Upland Vegetation, BWSR 2006.
4. Mn/DOT 2575

A. The following information describes natural area management techniques that may be used to complete the Work. These techniques may be deployed as described without approval from the ENGINEER, except Prescribed Burning, the terms and schedule for which must be specifically approved by ENGINEER and LANDOWNERS. The CONTRACTOR may employ modifications of the listed techniques and/or additional management techniques with the approval of the ENGINEER.

- a. Post-Planting Spot Spraying – Spot herbicide application is used to control the spread of undesirable species and/or noxious weeds and is generally performed using backpack sprayers or sprayers mounted on a small all-terrain vehicle. Timing of application is critical to the success of this operation. The herbicide applicator must be able to identify the target species at various stages of growth and identify desirable native species in order to avoid incidental contact. The type of herbicide and timing of application will vary depending

on the target species. Spot spraying is performed at a time when it is most effective for control of the target species. When spot herbicide application is used in combination with spot mowing, the cutting is done to prevent flowering and seed dispersal and follow-up herbicide treatment is performed when re-growth has occurred. For Canada thistle this generally involves late spring/early summer mowing and late summer/early fall herbicide treatment with Transline herbicide. Spraying freshly mowed vegetation is not effective.

- b. Post-Planting Mowing / Spot Weed Whipping – Spot mowing and weed whipping is used in combination with herbicide application to prevent the spread of noxious weeds.

Mowing is performed so that target species are cut when they are in early bud to early flowering stage and must be performed prior to seed set. The timing is critical to the success of the operation and may vary from target species to target species. The mower operator must be able to identify the target weed species at the appropriate stage of growth and must be able to identify non-target (native) species.

- c. Prescribed Burning (ENGINEER approval is necessary) – This procedure is used to promote the growth and establishment of native prairie species and to reduce the growth of undesirable species. The individuals performing the work must be adequately trained and qualified and must have all the necessary permits and equipment to perform the operation. Private companies or consultants must also carry an insurance bond for this type of work. Prior to any work being conducted, a prescribed burn plan must be developed and approved by the appropriate permitting agency. All permits must be obtained, and all local authorities and residents must be contacted prior to initiating the work.
- d. Biological Control of Noxious Weeds – Biological control agents are available for leafy spurge, spotted knapweed, and purple loosestrife. Sites that become infested with these species can either be selectively treated with herbicides or the biocontrol agents can be acquired and released. Generally, if the weed infestations are small, the patches are treated with the appropriate herbicide. If the infestations are large or the weeds are spreading in from adjacent lands and will be a continual long-term problem, then biological controls are recommended.

B. PERFORMANCE STANDARDS

Year 1 Performance Standards

Perform maintenance as necessary to meet $\leq 30\%$ coverage of volunteer species not contained in the planting plan throughout the year. In addition:

- a. Perform maintenance as necessary to prevent any weed seed to set/ develop
- b. Eradicate all volunteer woody seedlings as they become evident

- c. Eradicate all State Prohibited Noxious Weeds as they become evident

Year 2 Performance Standards

Perform maintenance as necessary to meet $\leq 20\%$ coverage of volunteer species not contained in the planting plan throughout the year. In addition:

- d. Perform maintenance as necessary to prevent any weed seed to set/ develop
- e. Eradicate all volunteer woody seedlings as they become evident
- f. Eradicate all State Prohibited Noxious Weeds as they become evident

Year 3 Performance Standards

Perform maintenance as necessary to meet $\leq 10\%$ coverage of volunteer species not contained in the planting plan throughout the year. In addition:

- g. Perform maintenance as necessary to prevent any weed seed to set/ develop
- h. Eradicate all volunteer woody seedlings as they become evident
- i. Eradicate all State Prohibited Noxious Weeds as they become evident

C. MEASUREMENT

- a. The relevé method (Minnesota County Biological Survey Biological Report No. 92) can be utilized to determine vegetation cover.

D. PAYMENT

- a. Compensation for extended maintenance shall be paid annually in three lump sum payments on or about the following dates:
 - October 31, 2024
 - October 31, 2025
 - October 31, 2026

All project components not specifically itemized in the bid form are incidental to the project.

E. SCHEDULES

- a. The completion dates for the Extended Vegetation Management Work are listed below and assume Substantial Completion by May 31, 2024.
 - Year 1 – shall commence at the date of Substantial Completion and end October 1, 2024.
 - Year 2 - shall commence October 2, 2024 and end October 1, 2025.
 - Year 3 - shall commence October 2, 2025 and end October 1, 2026.

****END OF SECTION****

BID FORM

Project: Gorman Creek Stream Habitat Improvement (Miller)

Location: T 109, R11, Sect 1, Highland Twp, Wabasha Co. MN, USA

Contractor: Duckworth Landscaping & Excavating

Address and Phone #: 16240 627th St. Kellogg MN 55945

507-767-4946

Bid Item	Unit	Total Qty	Units	Unit Cost	Total Cost(\$)
1 Mobilization		3	Phases	5000.00	15000.00
2 *Site Clearing and Selective Tree Harvest for Roadways and other practices (per Tree)		194	Each	100.00	19400.00
3 Common Excavation - Onsite Disposal - Minor Channel Excavation for Pools		1110	C.Y.	5.00	5550.00
4 Common Excavation - Offsite Disposal - Major Channel Excavation and Bank Shaping		1960	C.Y.	7.00	13720.00
5 Common Excavation - Offsite Disposal - Floodplain Corridor Excavation and Upper Bank Shaping		20341	C.Y.	7.00	142387.00
6 Common Excavation - Offsite Disposal - Off Channel Cattle Water Excavation		480	C.Y.	7.00	3360.00
7 Common Fill (Includes 2415 C.Y. Floodplain Corridor)		4542	C.Y.	3.00	13626.00
8 Cover Rocks (3ft by 1.5 ft by 1.5ft Average), need to cover approx 40 ft, 2 rows (F&I)		30	Each	300.00	9000.00
9 HammerHead Pool Tree Roadways (6" Dia. Min. 7ft) (F&I)		112	Each	75.00	8400.00
10 HammerHead Pool Tree Footer Logs (F&I)		112	Each	75.00	8400.00
11 HammerHead Pool Log Rootwad Rocks (F&I)		560	Each	45.00	25200.00
12 HammerHead Pool Riffle Rock MN Dot Class III (F&I)		104	C.Y.	60.00	6240.00
13 HammerHead Pool Riffle Rock - 3/4" Gravel (F&I)		24	C.Y.	40.00	960.00
14 Rock Arch Rapids Arch Boulders - 3' Dia. Rock (F&I)		72	Each	250.00	18000.00
15 Rock Arch Rapids Riprap Mn Dot Class II Angular Rock Riprap (F&I)		250	C.Y.	60.00	15000.00
16 Rock Arch Rapids Riprap Bedding Mn Dot Granular Filter 81b Material (F&I)		130	C.Y.	40.00	5200.00
17 Cattle Crossing Class I Mn Dot Rock Rip (F&I)		5	C.Y.	100.00	500.00
18 Cattle Crossing Non-Woven Geotextile Fabric, Geotex 801 or Approved Equal (F&I)		50	S.Y.	10.00	500.00
19 Spawm Bedding Limestone Gravel (D50 = 5/8 In. (Min. - Max. = 1 11/16 In. - 90 c.y. for Arch Rapids "Chinking" F&I)		125	C.Y.	50.00	6250.00
20 Seeding for Access Routes (F&I)		1	Job	1000.00	1000.00
21 Seed - State Mix 34-261 (Custom Grass/Sedge blend for Lower stream banks (approx. 6ft), PLS (31.5 lbs/ac) (F&I)		44.1	Lbs.	22.00	970.20
22 Seed - State Mix 33-262 (Custom Grass/Forbe blend for Floodplain Corridor and Upper stream banks, PLS 44 lbs/ac) (F&I)		440	Lbs.	12.00	5280.00
23 Seed - Cover Crop (Annual Ryegrass, < 2.5 lbs /Ac, use 2 acres for Permanent Soil Stockpile) (F&I)		39	Lbs.	15.00	585.00
24 Broadcast Seed and Crimping Disk Anchored Mulch (Mn DOT Type 3)(F&I)		13.88	Ac	2500.00	34700.00
25 Temporary Irrigation for Vegetation Establishment (11.9 Ac)		1	Lump	8000.00	8000.00
26 Extended Vegetation Management - Year 1 after Construction		1	Lump	2000.00	2000.00
27 Extended Vegetation Management - Year 2 after Construction		1	Lump	2000.00	2000.00
28 Extended Vegetation Management - Year 3 after Construction		1	Lump	2000.00	2000.00
29 Inspections and Maintenance/Repair of Work - Year 1 after Construction Completion		1	Lump	3000.00	3000.00
30 Inspections and Maintenance/Repair of Work - Year 2 after Construction Completion		1	Lump	3000.00	3000.00
31 Inspections and Maintenance/Repair of Work - Year 3 after Construction Completion		1	Lump	3000.00	3000.00
32 Inlet Pool Log Roadways		11	Each	75.00	825.00
33 Inlet Pool Footer Logs		9	Each	75.00	675.00
34 Inlet Pool Angular Rock		55	Each	60.00	3300.00

387,028.20

Total Bid Price (includes Tax):

Note: All sales tax paid by the contractor in securing product for this bid shall be included as part of the Total Bid Price

Bidder's Signature:

Date:

12/28/22

BIDDER INFORMATION FORM

Bidder: Danckwart Landscaping & Excavation	
Address: 16240 627 th St.	
City, State, Zip: Kellogg, MN 55945	
Email Address:	Telephone No.: 507-767-4946

PROJECT NAME:

Miller Gorman Creek Stream Restoration

9:00 a.m.

Opening Time _____

Opening Date December 28th, 2022

This Bid is submitted for the above referenced project was delivered as a sealed document to the Wabasha SWCD.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices in this Bid, within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
3. In submitting this Bid, Bidder represents the following:
 - a. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - b. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - c. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - d. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings; and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - e. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (3) Bidder's (Contractor's) safety precautions and programs.
 - f. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - g. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - h. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - i. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - j. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

4. Bidder will perform the following Work at the unit prices submitted in the sealed envelope delivered to the Wabasha SWCD. The bid item list that follows this section is provided for information only.
5. Bidder acknowledges that: (a) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (b) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
6. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
7. Bidder accepts the provisions of the Agreement as to liquidated damages.
8. Bidder is not able to submit a Bid without downloading all Addenda. Acknowledgment of the download and receipt of each Addendum occurs digitally through vBid™ when each Addendum is properly downloaded by the Bidder.
9. The following documents have been submitted to the Wabasha SWCD and made a condition of this Bid:
 - a. Bidder Information Form;
 - b. Non-Collusion Affidavit;
 - c. Responsible Contractor Verification and Certification of Compliance;
 - d. Notice to Bidders – Bidder's Acknowledgement; and
 - e. Bid Security.

BIDDER: *[indicate correct name of bidding entity]*

Danckwart Landscaping & Excavating. _____

By: _____

(Signature)

Printed Name

Jason Meyer

Date:

1/24/23

Address for giving notices:

16240 627th St., Kellogg, MN 55945

Bidder is a: ☒ Corporation ☐ Partnership ☐ Joint Venture: *[attach evidence of authority to sign]*

Attest: Danckwart Landscaping & Excavation

Signature

Title

Vice President

Printed Name:

Jason Meyer

Date:

1/24/23

Federal Employer ID Number (EIN):

20-411-7074

CERTIFICATE OF COMPLIANCE

FOR PUBLIC CONTRACTS

The Bidder hereby certifies that the Bidder is in compliance with Minnesota Statute 363A.36 and (indicate below, as applicable):

- () Have a current and valid Certificate of Compliance issued by the Minnesota Department of Human Rights.
- () Have applied for a Certificate of Compliance to the Commissioner of the Minnesota Department of Human Rights and it is pending.
- (x) Employ fewer than 40 full-time employees in the last 12 months, and do not anticipate employing more than 40 full-time employees during the performance of the contract listed above.
- () That the contract for the project listed above does not have a total dollar value exceeding \$100,000.



Signature of Bidder

Vice President

Title

Danckwart Landscaping & excavating

Name of Business

12/28/22

Date

NON-COLLUSION DECLARATION

The following Non-Collusion Declaration shall be executed by the bidder:

Project: Natural Channel Design at Gorman Creek

State of Minnesota Minnesota)

County of Wabasha)

SS

I, Jason Meyer, do state under penalty of
(name of person signing this declaration)

perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of Danckwart
Landscaping & Excavating
(name of person, partnership or corporation submitting this proposal)

and that I have the authority to make this declaration for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding:

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal, and

(4) that I have fully informed myself regarding the accuracy of the statements made in this declaration.

Signed: [Signature]
(bidder or his authorized representative)

PROJECT: Natural Channel Design Located on Gorman Creek

GRAND TOTAL \$ 387,028.20

The undersigned hereby acknowledges that all requirements included in the hard copy proposal, addenda, amendments, plans, standard specifications, and supplemental specifications are a part of this bid and contract.

Signed: [Signature]

PROPOSAL GUARANTY required: A certified check or bond, prepared payable to the Wabasha Soil and Water Conservation District, in an amount equal to at least 5% of the total amount of the bid is submitted herewith as a proposal guaranty.

NON-COLLUSION AFFIDAVIT: A Non-Collusion Affidavit is found in this proposal which must be signed by each bidder.

RECEIPT OF ADDENDA:

The undersigned hereby acknowledges receipt of and has considered:

Addendum No. 1 Dated 12/16/22 Addendum No. Dated

Addendum No. 2 Dated 12/20/22 Addendum No. Dated

Signed: [Signature]

EXECUTION OF PROPOSAL:

This proposal dated the 28 day of Dec, 2022

Signed: , P.O. Address as an individual.

Signed: , P.O. Address as an individual.

doing business under the name and style of

Signed: , for a partnership.

NAME

BUSINESS ADDRESS

Signed: [Signature], for Danckwart Landscaping & Excavating a corporation,
incorporated under the laws of the State of Minnesota

Name of President Travis Danckwart

Business Address 16240 627th St Kellogg

Name of Vice-President Jason Meyer

Business Address 16240 627th St Kellogg

Name of Secretary

Business Address

Name of Treasurer

Business Address

NOTICE TO BIDDERS – BIDDERS ACKNOWLEDGEMENT

BIDDERS PLEASE NOTE:

PROJECT NAME:

Miller Gorman Creek Stream Restoration

Certain documents and specification sections are available online and are not included in the project manual. This in no way reduces Bidder's responsibility to strictly adhere to these documents and specifications. These documents and specifications are also available by request from the Owner.

Your signature is required on this Notice to Bidders and you are required to submit the signed Notice to Bidders – Bidder's Acknowledgement on QuestCDN vBid as a Bidder on this project.

The following checked (√) documents and specifications are required by this contract and are available by request from the Owner and online at the sites listed below:

_____ **NPDES/SDS Construction Stormwater Permit (Issuance Date _____) 21 pages**

This contract requires strict adherence to the NPDES/SDS Construction Stormwater General Permit. It is the Contractor's responsibility to make himself/herself familiar with the permit requirements. Copies of the NPDES Construction Stormwater General Permit are available via the internet at:

<http://www.pca.state.mn.us/water/stormwater/stormwater-c.html>

_____ **Schedule of Prices**

1 page

This contract requires strict adherence to the Schedule of Prices. It is the contractor's responsibility to make himself/herself familiar with the abbreviations. Copies of the Schedule of Prices are available via the internet at:

<http://www.dot.state.mn.us/pre-letting/prov/order/sch-price.pdf>

_____ **2019 SALT Schedule of Materials Control – Local Government Agency**

34 pages

This contract requires strict adherence to the SALT Schedule of Materials Control. It is the contractor's responsibility to make himself/herself familiar with the schedule. Copies of the SALT Schedule of Materials Control are available via the internet at:

<http://www.dot.state.mn.us/stateaid/construction/2019-salt-smc-lga.pdf>

_____ **Equal Employment Opportunity (EEO) Special Provisions (Revised 07/12 Updated 07/17)** 38 pages

This contract requires strict adherence to the EEO Special Provisions. It is the contractor's responsibility to make himself/herself familiar with the requirements. EEO Special Provisions are available via the internet at:

<http://www.dot.state.mn.us/pre-letting/prov/order/eoo-specprov.pdf>

_____ **MnDOT – (1910) Fuel Escalation Clause (Dated December 2016)**

3 pages

This contract requires strict adherence to the (1910) Fuel Escalation Clause. It is the contractor's responsibility to make himself/herself familiar with it. The (1910) Fuel Escalation Clause is available via the internet at:

<http://www.dot.state.mn.us/pre-letting/prov/order/fuel-esc.pdf>

As Bidder of this Contract, I acknowledge that I (we) am (are) familiar with the above checked (√) documents and that we will adhere to the requirements of same for this Contract.

Signed

Date:

Company Name:

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST


SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

PROJECT: Natural Channel Design Located on Gorman Creek

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Warning lights	Minneapolis

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
<p>By signing this document I certify that I am an owner or officer of the company, and I certify under oath that:</p> <p>All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</p>	
<p>Authorized Signature of Owner or Officer:</p> 	<p>Printed Name:</p> <p>Jason Meyer</p>
<p>Title: Vice President</p>	<p>Date: 12/28/22</p>
<p>Company Name:</p> <p>Danckwart Landscaping & Excavating</p>	

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT: Natural Channel Design Located on Gorman Creek

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- | | |
|-----|---|
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* |

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE.

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.


A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I certify under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer:



Printed Name:

Jason Meyer

Title:

Vice President

Date:

12/28/22

Company Name:

Danckwart Landscaping & Excavating

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.



AIA Document A310™ – 2010

Bond No. FB0002900

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Danckwart Landscaping, LLC
16240 627th Street

Kellogg, MN 55945

SURETY:

(Name, legal status and principal place of business)

GRANITE RE, INC.
14001 Quailbrook Drive

Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

*Wabasha County Soil & Water
Conservation District

BOND AMOUNT: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: Natural Channel Design on Gorman Creek

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of December, 2022

(Witness)

(Witness)

Danckwart Landscaping, LLC
(Principal)

(Seal)

(Title)
GRANITE RE, INC.
(Surety)

(Seal)

(Title) Troy Staples, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known, who, being duly sworn, deposes and says that he/she is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 19th day of December, in the year 2022, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Toni Ferrill
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

WANDA FRANZ; TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

WANDA FRANZ; TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

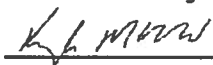
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.



STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



Kenneth D. Whittington, President




Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620





Bethany J. Alred
Notary Public

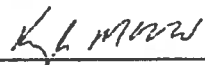
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
19th day of December, 2022.





Kyle P. McDonald, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

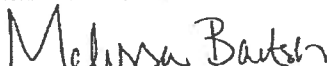
PRODUCER Greenwood Agency, Inc. 251 West Broadway, Suite 1 Plainview, MN 55964	CONTACT NAME: Missy A Bartsh	
	PHONE (A/C, No, Ext): (507)534-3861	FAX (A/C, No):
INSURED DANCKWART LANDSCAPING, LLC. DBA WABASHA COMPLETE SEPTIC SERVICE 16240 627TH ST KELLOGG, MN 55945	E-MAIL ADDRESS: missy@greenwoodagency.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Grinnell Mutual Reinsurance Co.	NAIC #: 14117
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 00003032-3938679 REVISION NUMBER: 179

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			0000368405	02/15/2022	02/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			0000368097	02/15/2022	02/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			0000540142	02/15/2022	02/15/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	0000368094	02/15/2022	02/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Rented & Leased Equ.			368405	02/15/2022	02/15/2023	250 ded 350,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER WABASHA COUNTY SWCD 611 BROADWAY AVE, SUITE 10 WABASHA, MN 55981	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (MAB)

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Greenwood Agency, Inc. 251 West Broadway, Suite 1 Plainview, MN 55964	CONTACT NAME: Missy A Bartsh PHONE (A/C, No. Ext): (507)534-3861 E-MAIL ADDRESS: missy@greenwoodagency.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Grinnell Mutual Reinsurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 14117
INSURED	DANCKWART LANDSCAPING, LLC. DBA WABASHA COMPLETE SEPTIC SERVICE 16240 627TH ST KELLOGG, MN 55945		

COVERAGES

CERTIFICATE NUMBER: 00003032-3940293

REVISION NUMBER: 181

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			0000368405	02/15/2023	02/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			0000368097	02/15/2023	02/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			0000540142	02/15/2023	02/15/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		0000368094	02/15/2023	02/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Rented & Leased Equ.			368405	02/15/2023	02/15/2024	250 ded 350,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

WABASHA COUNTY SWCD 611 BROADWAY AVENUE #10 WABASHA, MN 55981	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Melissa Bartsh</i> (MAB)
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**RESOLUTIONS OF ORGANIZATION OF
DANCKWART LANDSCAPING, LLC**

The undersigned, being the Board of Governors of Danckwart Landscaping, LLC, hereby adopt the following resolutions and take the following actions by unanimous consent.

WHEREAS, that in accordance with the Operating Agreement of the Company and the Membership Agreement transfer of Units of Membership shall be permitted and allowed upon certain triggering events.

WHEREAS, that the membership interests held by John K. Danckwart are for sale and shall be offered for purchase to first, the Company, and upon rejection by said Company shall be offered to the remaining Members of the Company,

RESOLVED, that the Company shall reject purchasing the outstanding Membership interest held by John K. Danckwart and that the same interest shall be available for sale to the remaining Members Travis Danckwart and Jason Meyer.

RESOLVED, that the Members, Travis Danckwart and Jason Meyer have made and had an offer accepted by the Estate of John K. Danckwart thereby entering into agreement and are authorized to execute said documents to finalize, transfer and assume all rights and responsibilities of the outstanding Member interests,

RESOLVED, that the Members and Managers of the company be, and they hereby are, authorized to pay all charges and expenses incident to or arising out of the purchase of the outstanding Member interest,

RESOLVED, that the Members of the company are authorized to undertake business operations, to make any necessary registrations and secure any necessary authorizations, to appoint agents, and to execute documents and perform acts necessary or appropriate thereto.

RESOLVED, that the Members shall hold and update in the Company records the new ownership shares one-half interest held by each.

Dated: July 10th, 2018

By: Mary Patricia Danckwart
Mary Pat Danckwart as Personal Representative for the
Estate of John Danckwart, Governor

By: [Signature]
Travis Danckwart, Governor

By: [Signature]
Jason Meyer, Governor

BILL OF SALE

This Bill of Sale is executed and delivered as of July 10th, 2018, by the Estate of John K. Dankwart aka John Kenneth Danckwart by Mary Patricia Danckwart, his Personal Representative, ("Seller") in favor of Jason Meyer ("Buyer").

Seller and Buyer are parties to that certain Agreement ("Agreement"), under which Seller has agreed to sell, transfer, convey, assign, and deliver to Buyer the following:

Two-thirds of the membership interest held by the Estate of John Danckwart in Danckwart Landscaping, LLC including all rights and duties under the Membership Agreement for Danckwart Landscaping, LLC including the Assets, Liabilities, Assignments and Assumptions, Equipment and Appurtenances contained therein.

For the consideration described in the Agreement, and for other good and valuable consideration, Seller hereby conveys, sells, assigns and transfers to Buyer, and to Buyer's successors and assigns, all of Seller's right, title, and interest in the Assets.

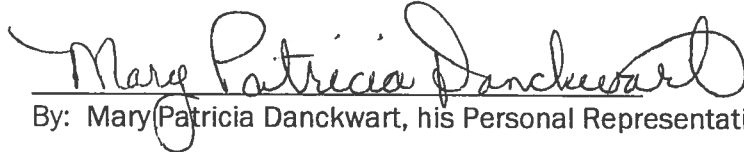
This Bill of Sale includes and is subject to all of the terms, conditions, representations, warranties, and provisions in the Agreement and the Membership Agreement by and between the Members of Danckwart Landscaping, LLC.

Seller hereby conveys, sells, assigns and transfers to Buyer, and to Buyer's successors and assigns, all of Seller's right, title, and interest in the Assets.

This Bill of Sale includes and is subject to all of the terms, conditions, representations, warranties, and provisions in the Agreement.

Seller has signed this Bill of Sale on the date set forth in the first paragraph, and by signing below, Buyer acknowledges receipt of the Assets as of the same date.

SELLER: John K. Dankwart aka John Kenneth Danckwart


By: Mary Patricia Danckwart, his Personal Representative

BUYER: Jason Meyer


By: Jason Meyer

BILL OF SALE

This Bill of Sale is executed and delivered as of July 10th, 2018, by the Estate of John K. Dankwart aka John Kenneth Danckwart by Mary Patricia Danckwart, his Personal Representative, ("Seller") in favor of Travis Danckwart ("Buyer").

Seller and Buyer are parties to that certain Agreement ("Agreement"), under which Seller has agreed to sell, transfer, convey, assign, and deliver to Buyer the following:

On third of the Three Percent membership interest held by the Estate of John Danckwart in Danckwart Landscaping, LLC including all rights and duties under the Membership Agreement for Danckwart Landscaping, LLC including the Assets, Liabilities, Assignments and Assumptions, Equipment and Appurtenances contained therein.

For the consideration described in the Agreement, and for other good and valuable consideration, Seller hereby conveys, sells, assigns and transfers to Buyer, and to Buyer's successors and assigns, all of Seller's right, title, and interest in the Assets.

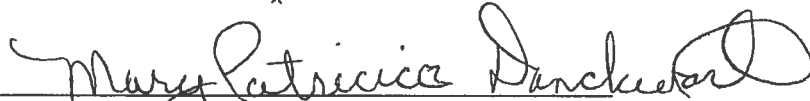
This Bill of Sale includes and is subject to all of the terms, conditions, representations, warranties, and provisions in the Agreement and the Membership Agreement by and between the Members of Danckwart Landscaping, LLC.

Seller hereby conveys, sells, assigns and transfers to Buyer, and to Buyer's successors and assigns, all of Seller's right, title, and interest in the Assets.

This Bill of Sale includes and is subject to all of the terms, conditions, representations, warranties, and provisions in the Agreement.

Seller has signed this Bill of Sale on the date set forth in the first paragraph, and by signing below, Buyer acknowledges receipt of the Assets as of the same date.

SELLER: John K. Dankwart aka John Kenneth Danckwart


By: Mary Patricia Danckwart, his Personal Representative

BUYER: Travis Danckwart


By: Travis Danckwart

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS AGREEMENT, made this ____ day of July, 2018, by and between Mary Pat Danckwart aka Mary Patricia Danckwart, Assignor, and Danckwart Landscaping, LLC, Assignee.

WHEREAS, Danckwart Landscaping, LLC has purchased the Membership Interest, land and contracts associated with Danckwart Landscaping, LLC from the Estate of John K. Danckwart aka John Kenneth Danckwart. effective June 14, 2017, and:

WHEREAS, the land has upon and attached to it two billboards, each leased to Fairway Outdoor Advertising as lease numbers LMN7054 and LMN7055.

WHEREAS, it is the desire of both Parties hereto to assign all interests in the leases held by Mary Pat Danckwart aka Mary Patricia Danckwart interest in said Lease to Danckwart Landscaping, LLC:

NOW THEREFORE, it is agreed as follows:

That the Leases contained on the Exhibits known as Exhibit A and B "Fairway Outdoor Advertising Lease" attached to the Membership Purchase of Danckwart Landscaping, LLC executed July 10, 2018 between the Estate of John K. Danckwart aka John Kenneth Danckwart together, and Danckwart Landscaping, LLC hereby are assigned by Mary Pat Danckwart aka Mary Patricia Danckwart to Danckwart Landscaping, LLC, effective July 10, 2018.

Danckwart Landscaping, LLC assumes all rights and responsibilities contained therein as assignee of the leases. Danckwart Landscaping, LLC agrees to abide by all of the terms of said lease and hold Mary Pat Danckwart aka Mary Patricia Danckwart harmless from any liability resulting from any violations of the terms of said lease. In addition, Danckwart Landscaping, LLC shall maintain all obligations of the landlord contained in the lease as set forth therein.

Dated: July 10, 2018

By Mary Patricia Danckwart
Mary Pat Danckwart aka
Mary Patricia Danckwart, Individually

Danckwart Landscaping, LLC

By Travis Danckwart
Travis Danckwart, LLC Member

By Jason Meyer
Jason Meyer, LLC Member

2023 TENTATIVE MEETING DATES ON THE FOURTH THURSDAY OF THE MONTH – WITH EXCEPTION OF THURSDAYS THAT CONFLICT WITH A HOLIDAY

TIME: 8:15 AM

JANUARY 26, 2023

FEBRUARY 23, 2023

MARCH 23, 2023

APRIL 27, 2023

MAY 25, 2023

JUNE 22, 2023

JULY 27, 2023

AUGUST 24, 2023

SEPTEMBER 28, 2023

OCTOBER 26, 2023

NOVEMBER 16, 2023 (NOVEMBER 23, 2023 Thanksgiving)

DECEMBER 14, 2023 - (DECEMBER 25, 2023 Christmas -Mon.)

Resolution 01262023-1

A Resolution for E-Link Financial Reporting

2023

Whereas:

E-Link Financial Reporting is due on all grants funded through the Board of Water and Soil Resources, and

Whereas:

These reports require signatures of duly authorized persons of the Board of Supervisors, and

Whereas:

The timing of these financials does not always allow the availability of the duly authorized member of the Board of Supervisors to timely sign the Financial Reports,

Therefore,

Be it resolved:

That the Board of Supervisors grants signing and submittal authority on the E-Link Financial Reporting to the District Manager, and

Be it further resolved:

That this authority be effective until revoked by the Board of Supervisors, and

Be it finally resolved:

That the financial reports signed by the District Manager be approved as part of the next regularly scheduled board meeting of the Wabasha SWCD Board of Supervisors

Board Chair

Date

Resolution 01262023-2
A Resolution to Designate the Official Newspaper
For Wabasha Soil and Water Conservation District
2023

Whereas:

The Wabasha Soil and Water Conservation District (SWCD) must designate an official newspaper for each year, therefore

Be it resolved:

That the Wabasha SWCD designate the same newspaper as Wabasha County, and

Be it finally resolved:

That the official newspaper for 2022 be The Lake City Graphic.

Board Chair

Date

Resolution 01262023-3

A Resolution to Designate the Official Bank Depositories for Wabasha Soil and Water Conservation District for 2023

Whereas:

Wabasha Soil and Water Conservation District (SWCD) must annually designate official bank depositories for official Wabasha SWCD funds, therefore

Be it resolved:

That the official depository for checking be WNB Financial (Formerly First State Bank), of Wabasha, and

Be it further resolved:

That the official depositories for Money Market Savings be WNB Financial, Wabasha, MN; Bank of Alma, Wabasha, MN; and Peoples State Bank, Plainview, MN.

Board Chair

Date

Resolution 01262023-4

A Resolution Designating Signature Authority for Wabasha Soil and Water Conservation District Bank Accounts 2023

Whereas:

Wabasha Soil and Water Conservation District (SWCD) has newly elected Board of Supervisors members, and

Whereas:

The Wabasha SWCD Board of Supervisors had members retire, and

Whereas:

It is proper policy to remove retired members and add new member to the signature authority card for bank accounts, therefore

Be it resolved:

That the following Board of Supervisors be authorized to have signature authority over all bank accounts of the Wabasha SWCD:

Take off Lawrence (Larry) Theismann and add Seth Tentis

Chet Ross

Sharleen Klennert

Dag Knudsen

Seth Tentis

Lynn Zabel

and,

Be it further resolved:

That the Wabasha SWCD Board of Supervisors grant signature authority over all bank accounts to the District Manager, Terri Peters, and

Be it further resolved:

That all checks for disbursement of funds from WNB Financial (formerly First State Bank) require two (2) authorized signatures, and

Be it further resolved:

That transfer checks from Money Market accounts require one (1) signature, to accommodate funding needs, and that the checks can only be issued to Wabasha SWCD for deposit into other existing bank accounts, and

Be it finally resolved:

That this resolution remains in effect only until any of the above-named signatories are no longer associated with Wabasha SWCD

Board Chair

Date

Resolution 01262023-5

A Resolution to Set Board Supervisor Per Diem and Mileage Rates for 2023

Whereas:

Wabasha Soil and Water Conservation District (SWCD) is required to annually set the per diem and mileage rates, and

Whereas:

Maximum amounts for such rates are mandated by state statute (M.S. 103C.315 Subd 4), therefore

Be it resolved:

That the Wabasha SWCD set the 2023 per diem and mileage rates at the mandated maximum allowable level of \$125/day per diem and \$.655 /mile (IRS Rate) for Board Supervisors

Board Chair

Date

Contract extension authority policy

Wabasha SWCD

1/26/2023

In the event that existing contracts will expire between scheduled board meetings, the District Manager and either the Board Chair, or Vice Chair will have the authority to sign the extension on behalf of the Wabasha SWCD, with ratification of the amendment to extend the contract being made at the next regular board meeting of the Wabasha SWCD.

This policy is designed to reduce the expense and requirement to schedule and hold a special board meeting for a single, non-controversial item.

This policy applies only to non-controversial amendments to extend the contract end date.

Board Chair

Date

2023
Board Policy, Operating Rules, Guidelines, and Bylaws



Wabasha Soil and Water Conservation District

Board of Supervisors

2023

Policy, Operating Rules, Guidelines and Bylaws

(TO BE REVIEWED ANNUALLY AT THE BEGINNING OF EACH YEAR)

MISSION STATEMENT

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

Wabasha County Soil and Water Conservation District

Board of Supervisors

District I		Lynn Zabel
District II		Sharleen Klennert
District III		Chet Ross
District IV		Seth Tentis
District V		Dag Knudsen

Office of the Board of Supervisors

Wabasha Soil & Water Conservation District

611 Broadway Ave., Suite 10

Wabasha, MN 55981

www.wabashaswcd.com

WABASHA SOIL AND WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS

RULES OF THE BOARD OF SUPERVISORS

INTRODUCTION

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

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

ARTICLE 1

TRANSACTING THE BUSINESS OF THE DISTRICT

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

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

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

3. Officers and Committees

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

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

1. **Organizational Meeting.** Each January, the Board shall conduct an organizational meeting, which may be a regular monthly meeting, at which the Board shall elect a Chair, Vice Chair, Treasurer, and Secretary. Committees shall be appointed. Board members shall set the per diem and mileage rates and designate the financial institutions, official paper and date, time, and place of its regular monthly meetings. Rates cannot exceed those established by the state of Minnesota. Policy will be reviewed at this meeting, as well.
2. **Notice.** Meetings of the Board may be convened only after proper notice. The type of notice depends upon the type of meeting. The regular meeting of the Board shall be held on the dates and at the place and time established by the Board at its Organizational Meeting. The date, time and place of regular meetings shall be posted or published by the District Administrator or Administrative Assistant. If the time or place of a regular meeting is changed, notice of the time and place of the meeting must be given in the manner of a special meeting. Special meetings may be called by the Board Chair or upon the approved motion of Board members. Notice of special meetings shall be given to Board members (and the public in the manner described by the Open Meeting Law) by mail at least 72 hours before the meeting. Emergency meetings may be called only in situations that demand the immediate attention of the Board. Notice of the emergency meetings shall be given by telephone or any other available means as soon as is practical prior to the meeting. The notice of a special or emergency meeting must include a description of the business to be conducted. The business transacted at a special or emergency meeting shall be limited to items specifically contained in the notice of the meeting. The District Administrator or Administrative Assistant shall provide to the Supervisors at least three days prior to a regular meeting agendas and relevant printed materials to be received and/or discussed at the meeting.
3. **Quorum.** A majority of the total number of Supervisors constitutes a quorum. No

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

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

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

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

Charges are as follows:

For 100 or Fewer Paper Copies – 25 Cents Per Page

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

Copies on DVD - \$10.00/DVD

Copies on CD - \$10.00/CD

Commercial Use Fee-\$50.00 per request

Most Other Types of Copies – Actual Cost

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

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

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

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

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

ARTICLE 2

RULES OF CONDUCT

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

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

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

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

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

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

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

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

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

4. Interaction with District Staff.

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

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

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

ARTICLE 3

ETHICS POLICY

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

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

2. Definitions.

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

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

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

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

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

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

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

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

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

ARTICLE 4

SANCTIONS FOR VIOLATION OF THESE RULES

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

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

ARTICLE 5

AMENDMENTS TO RULES

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

Board Service Commitment Pledge and Standards

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

ROLE:

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

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

Commitment:

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

I Pledge:

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

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

Board Member Signature: _____

Date: _____

Bruce Wood Cover Crop Contract

Contract # 19-Capacity-4

12/28/22

Bruce Wood inherited the cover crop contract that Roland had entered into with the Wabasha SWCD prior to his passing. Bruce, despite efforts of staff to discuss the potential benefits of cover crops, was not interested in continuing the contract. Staff have repeatedly asked for a written statement of his intent to cancel the contract, including presenting multiple alternative options for communicating that intent including text message and email. Bruce has not provided that statement. According to the language on the contract, the agreement terminates if the practice is not installed by the listed date(s). Considering that the final practice installation date has passed, and that the landowner has proven to be unwilling or able to formally communicate their intent to cancel the contract, the SWCD board might consider formally acknowledging the cancellation of this contract.

WABASHA SWCD LOCAL COST SHARE POLICY

Staff Credentials

The Wabasha Soil & Water Conservation District (District) will ensure staff has the necessary skill and training to install and maintain projects according to standards and specifications. Building credentials and maintaining or seeking certifications to retain knowledgeable staff is a high priority of the District. Budget allocation determined annually according to program work plans.

Technical expertise of the District includes:

- 1 Staff with USDA – Natural Resources Conservation Service Job Approval Authority under Ecological and/or Engineering Science and 2 district technicians actively working towards Job Approval Authority.

When professional engineering is required or specific conservation practices require expertise above current technical capacity, the District will utilize professional engineers or consultants, staff from Minnesota Department of Natural Resources, Minnesota Pollution Control Agency, USDA – Natural Resources Conservation Service (NRCS), the Technical Service Area Joint Powers Board and The Nature Conservancy, and others where appropriate.

Delegation

Landowner contracts for the installation of conservation practices and supporting project documents such as cost share vouchers will be signed by the Technical Representative, the District Board Chair (as needed) and the landowner (and land occupier).

Noncompliance

Cost Share contract noncompliance will be reviewed by the District Board in consultation with the District Manager and Technical Staff. Resolution with the landowner will be attempted through corrective actions or alternative avenues. Unresolved issues that the District Board is not able to address will be taken to the County attorney for resolution.

General Policies Applied to all Funding Programs (including nonstructural policies)

- All funding program contracts and requests for payment require the approval of the District Board of Supervisors (Board).
- All funding programs are subject to fund availability and may be discontinued or subject to program policy revisions by the District Board as it deems appropriate.
- The landowner shall allow District staff access to property for which the installed conservation practice is located during the life of the contract. The installed practice will be subject to periodic inspections by District staff.
- Applicants are responsible to submit application forms, project plans and cost estimates as requested by the District in sufficient detail for the District to complete its review.
- Unless specified otherwise by Minnesota prevailing wage statutes, the value of labor, equipment, materials and/or services that are proposed to be provided by the applicant to complete the project, shall be estimated at:
 1. Cost-Share Rates – Up to 75% of actual cost of eligible structural practices for State Cost Share and Local Capacity Services Cost-Share. If funded with other program funding or multiple programs that allow for greater cost share amounts (example: 319 funds for West Indian Creek Watershed or other similar cases), cost share amounts will follow guidelines and policy for that program.

2. General Labor rate will be based on the most current Iowa Farm Custom Rate Survey for labor rates. (Date, times and activity must be documented)
3. Labor rate for chainsaw, brush cutting, etc. will follow the general labor rate from the most recent Iowa Farm Custom Rate Survey. (Date, times and activity must be documented)
4. Labor rate of \$50 per cubic yard for concrete work.
5. Heavy equipment operation such as skid steers, tractors, backhoes, and scrapers (including labor) at \$60 per hour. (Date, times and activity must be documented)
6. Materials: \$8 per ton for gravel, \$5 per yard for sand.
7. Professional or semi-professional services, i.e. engineering, contracting for prescribed burns, labor rate up to \$75 per hour. (Date, times and activity must be documented)
8. CWMA funds may be approved for 314 Brush Management and 315 Herbaceous Weed Control up to \$300/acre, not to exceed 75% of total project cost, and will be capped at \$2,000 per project to ensure availability of cost-share to multiple landowners annually. Appropriate contracted rates up to the limits will be determined upon technical evaluation by SWCD staff of site conditions and project goals and will be subject to Board approval.
9. Vegetative plantings (including site prep and native seed used) will have a minimum payment of \$200/acre depending on technical evaluation of the site and Board approval.
10. 50% of eligible cost up to \$1,000 per Well Decommissioning (following local well-sealing policy/checklist).
11. Flat rate payment for Non-Structural land practices (NLMP):
 1. Cover Crops (NRCS 340)
 - a. \$30/acre
 - b. 30 acres maximum
 - c. 3-year contract
 - d. Limited to first-time adopters, except for those increasing number of species or adopting new planting method or timing upon approval
 2. No-Till (NRCS 329)
 - a. \$20/acre
 - b. 30 acres maximum
 - c. 3-year contract
 - d. Practice must remain on same acres for contract length
 3. Tree Planting (NRCS 391 612, 380 & 650)
 - a. \$1.50/tree or \$6.00/tree with protectors
 - b. \$2,500.00 limit per project

- Unless otherwise approved by the District Board, a portion of a project becomes ineligible for funding if construction begins on that portion before a cost share contract has been approved.
- Upon District Board approval, the applicant will receive a letter with a copy of the executed cost share contract stating what practice(s) have been approved, the funding amount, time schedule to start, completion date and an Operation and Maintenance Plan (OMP).
- Work on the practice shall not start until the District Board has approved a cost share contract at an official meeting. If work begins before the contract has been approved, the practice is not eligible for funding.
- The project must be completed in compliance with the terms and conditions of the Cost Share Program Contract and maintained in compliance with the OMP. (See Contract and O&M Plan)
- The applicant is responsible to pay, in full, all receipts and invoices directly to the contractor or vendor.

- The funding amount will not exceed the amount specified on the original cost share contract. The landowner, prior to completion of the project, shall obtain a District Board approved contract amendment to increase funding amounts depending on available funding.
- At project completion the District Staff or consultant with the proper Job Approval Authority shall verify if the practice is complete and meets standards and specifications before final payment is issued. The applicant must submit seed tags, invoices or receipts of actual costs in sufficient detail for the District's review. Requests for reimbursement shall include a Voucher and Practice Certification Summary Form.
- A one-time cost share reimbursement payment will be made upon certification that the project has been installed and completed to specifications. To receive a partial payment the landowner will need to meet with technical representative to assess progress of work, submit all invoices from contractors to-date to the Board for approval.
- District Technical Standards will follow the most recent NRCS Field Office Technical Guide (FOTG), Minnesota Stormwater Manual, or be a professionally accepted engineering or ecological practice. The District will also utilize guidance and technical specifications from agencies such as the MN Department of Natural Resources, MN Pollution Control Agency, MN Department of Agriculture, and University of MN, where appropriate.
- Compliance inspection intervals will be based on minimum State requirements, the amount of total project funding received and the complexity of the project. District staff will develop a process for compliance inspection intervals.
- It is the District's goal to support and leverage federal USDA – Environmental Quality Incentive Program (EQIP) funding through the District technical assistance.
- If USDA – Conservation Reserve Program (CRP) dollars are secured for a project, the landowner must sign a Freedom of Information Act release form that allows the District access to applicable information with the landowners CRP project case file.
- The landowner is responsible for the O&M of practices applied under this program to ensure the conservation objective of the practice is achieved for the minimum amount of time specified in the contract.
- If the title to the land where the practice is installed is transferred to another party before the expiration of the life of cost share contract, it shall be the responsibility of the land occupier or landowner who signed the contract to advise the new owner that the contract is in force.
- The practice shall be seeded according to project design requirements. Mulching, erosion control blanket or other erosion control devices may also be required. These items shall be completed or agreed to before certification and approval of the practice. A soils test may be required depending on practice or seed mix.

Policies Applied to the Nonstructural Land Management Practices and Vegetative Practices

1. Include all the above mentioned

2. A list of some (not all) practices and programs utilizing funds. Practices shall meet NRCS eFOTG standards unless otherwise noted by technical staff.
 - a. NRCS eFOTG practices included but not limited to: 314 – Brush Management, 315 – Herbaceous Weed Control, 327 – MN Conservation Cover, 338 – Prescribed burning, 342 – Critical Area Planting, 666 – Forest Stand Improvement
 - b. Vegetative reestablishment between field and forest edge. NRCS eFOTG practices included but not limited to: 386 – Field Border, 327 – Conservation Cover, 338 – Prescribed Burning, 612 – Tree/Shrub Establishment and 490 - Tree/Shrub Site Preparation
 - c. Buffer Law – assistance with vegetative establishment if CRP is not an option. NRCS FOTG practices included but not limited to: 391- Riparian Forest Buffer, 327 – Conservation Cover, 393 – Filter Strip, 386 – Field Border
 - d. Contour Strips - NRCS eFOTG practices included but not limited to: 332 – Contour buffer strip
 - e. Cover crops - NRCS eFOTG practices included but not limited to: 340 – cover crop

Priorities

1. Priority applications will be considered on first-come-first-serve basis
2. Highest to lowest priorities
 - a. Projects in priority concern areas that can include, but are not limited to, subwatershed planning areas, Whitewater Landscape Plan, Zumbro WRAPS, Lower Zumbro Floodplain Areas and Watershed Based Implementation Plans.
 - b. Projects that are not eligible for other financial assistance
 - c. Projects can reach 75% cost-share with only this financial assistance
 - d. Projects with other cost-share but needs this funding to get to or closer to 75%
3. Follow prioritization set forth in Non-Structural Land Management Practices (NLMP) Implementation policies included herein.
4. Feedlots Projects
 - a. Areas identified in local WRAPS and TMDL implementation plans
 - b. Feedlots that pose the greatest bacteria pollution potential
 - c. Feedlots with proximity or drainage to cold water trout streams
5. Utilize the “PRIORITY WELL CHARACTERISTICS CHECKLIST” to prioritize applications if needed (see checklist)

Additional

- In-kind services and materials provided by the land occupier such as, but not limited to, earthwork, seedbed preparation, seeding, and permanent fencing materials may be credited toward the land occupier's share of total eligible cost of the practice not to exceed rates listed in the most recent Iowa Farm Custom Rate Survey
- SWCD District Manager is authorized to approve cover crop contracts do to timing of activity
- Multiple funds can be used to get landowner to percentage allowed for project
- Combined financial assistance from the SWCD and all other sources may not exceed 100%
- Projects funded by Root River One Watershed One Plan (1W1P) Implementation Grant will follow policies set by Root River 1W1P Policy Committee

Adoption

This Conservation Practices Financial Assistance Policy specifically revokes and replaces all previous SWCD financial assistance/cost-share policies related to State Cost-Share, Local Capacity Services Cost-Share and Local/County Cost-Share.

SIGNATURE PAGE

Board approved:

SWCD Board Chair

Date



**FY 2023 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
CLEAN WATER FUND SWCD CAPACITY PROGRAM &
BUFFER LAW IMPLEMENTATION PROGRAM
GRANT AGREEMENT**

Vendor:	0000205683
PO#:	3000015225

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

<i>This grant is for the following Grant Programs:</i>		
P23-2522	2023 - SWCD Local Capacity Services (Wabasha SWCD)	\$124,566
P23-2612	2023 - Buffer Law (Wabasha SWCD)	\$17,000
Total Grant Awarded: \$141,566		

Recitals

1. The Laws of Minnesota 2021, 1st Special Session, Chapter 1, Article 2, Section 6(q), appropriated Clean Water Funds (CWF) to the Board for the FY 2023 SWCD Capacity Program.
2. The Laws of Minnesota 2021, 1st Special Session, Chapter 1, Article 2, Section 6(e), appropriated Clean Water Funds (CWF) to the Board for the FY 2023 Buffer Program Implementation.
3. The Board adopted Board Orders #22-22 to authorize and allocate funds for the FY 2023 SWCD Capacity Program and Board Order #22-37 to authorize and allocate funds for the FY 2023 Buffer Program Implementation.
4. The Grantee has submitted a Board approved work plan for this program which is incorporated into this Grant Agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is James Adkinson, Grants Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-539-2588, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

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

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

Grant Agreement

1. Terms of the Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
- 1.2. **Expiration date: December 31, 2025**, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

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

- 2.1. **Implementation:** The Grantee will implement their work plans, which are incorporated into this Grant Agreement; and abide by the *SWCD Conservation Delivery and Capacity Grants Policy* for the SWCD Capacity Program Grants and *FY 2022 Clean Water Fund Competitive Grants Policy* for the Buffer Program Implementation Grants.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
 - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2026, or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

3. **Time.**

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

4. **Terms of Payment.**

- 4.1. All grant funds will be distributed in one installment promptly after the execution of the Grant Agreement.
- 4.2. All costs must be incurred within the grant period and all incurred costs must be paid before the amount of unspent grant funds is determined.
- 4.3. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.4. This grant is an advance payment. Advance payment allows the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement and in the Board approved work plan for this program. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the Board to be unsatisfactory or performed in violation of federal, State, or local law.
- 5.2. Minn. Stat. § 103C.401 (2018) establishes Board's obligation to assure program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law, the Board has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

6. **Assignment, Amendments, Waiver, and Grant Contract Agreement Complete.**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.
- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.
- 6.4. **Grant Contract Agreement Complete.** This Grant Agreement contains all negotiations and agreements between the Board and the Grantee. No other understanding regarding this Grant Contract, whether written or oral, may be used to bind either party.

7. **Liability.**

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

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

8. State Audits.

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

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

9. Government Data Practices.

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

10. Workers' Compensation.

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

11. Publicity and Endorsement.

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

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

12. Governing Law, Jurisdiction, and Venue.

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

13. Termination.

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

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

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

14. Data Disclosure.

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

15. Prevailing Wage.

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

16. Municipal Contracting Law.

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

17. Constitutional Compliance.

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

18. Signage.

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

19. Intellectual Property Rights.

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

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

Approved:

Wabasha SWCD

Board of Water and Soil Resources

By: _____
(print)

By: _____

(signature)

Title: _____

Title: _____

Date: _____

Date: _____



**FY 2023 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
CLEAN WATER FUND SWCD CAPACITY PROGRAM &
BUFFER LAW IMPLEMENTATION PROGRAM
GRANT AGREEMENT**

Vendor:	0000205683
PO#:	3000015225

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

<i>This grant is for the following Grant Programs:</i>		
P23-2522	2023 - SWCD Local Capacity Services (Wabasha SWCD)	\$124,566
P23-2612	2023 - Buffer Law (Wabasha SWCD)	\$17,000
Total Grant Awarded: \$141,566		

Recitals

1. The Laws of Minnesota 2021, 1st Special Session, Chapter 1, Article 2, Section 6(q), appropriated Clean Water Funds (CWF) to the Board for the FY 2023 SWCD Capacity Program.
2. The Laws of Minnesota 2021, 1st Special Session, Chapter 1, Article 2, Section 6(e), appropriated Clean Water Funds (CWF) to the Board for the FY 2023 Buffer Program Implementation.
3. The Board adopted Board Orders #22-22 to authorize and allocate funds for the FY 2023 SWCD Capacity Program and Board Order #22-37 to authorize and allocate funds for the FY 2023 Buffer Program Implementation.
4. The Grantee has submitted a Board approved work plan for this program which is incorporated into this Grant Agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is James Adkinson, Grants Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-539-2588, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

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

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

Grant Agreement

1. Terms of the Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
- 1.2. **Expiration date: December 31, 2025**, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

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

- 2.1. **Implementation:** The Grantee will implement their work plans, which are incorporated into this Grant Agreement; and abide by the *SWCD Conservation Delivery and Capacity Grants Policy* for the SWCD Capacity Program Grants and *FY 2022 Clean Water Fund Competitive Grants Policy* for the Buffer Program Implementation Grants.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
 - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2026, or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

3. **Time.**

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

4. **Terms of Payment.**

- 4.1. All grant funds will be distributed in one installment promptly after the execution of the Grant Agreement.
- 4.2. All costs must be incurred within the grant period and all incurred costs must be paid before the amount of unspent grant funds is determined.
- 4.3. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.4. This grant is an advance payment. Advance payment allows the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement and in the Board approved work plan for this program. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the Board to be unsatisfactory or performed in violation of federal, State, or local law.
- 5.2. Minn. Stat. § 103C.401 (2018) establishes Board's obligation to assure program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law, the Board has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

6. **Assignment, Amendments, Waiver, and Grant Contract Agreement Complete.**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.
- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.
- 6.4. **Grant Contract Agreement Complete.** This Grant Agreement contains all negotiations and agreements between the Board and the Grantee. No other understanding regarding this Grant Contract, whether written or oral, may be used to bind either party.

7. **Liability.**

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

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

8. State Audits.

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

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

9. Government Data Practices.

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

10. Workers' Compensation.

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

11. Publicity and Endorsement.

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

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

12. Governing Law, Jurisdiction, and Venue.

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

13. Termination.

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

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

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

14. Data Disclosure.

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

15. Prevailing Wage.

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

16. Municipal Contracting Law.

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

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

19. Intellectual Property Rights.

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

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

Approved:

Wabasha SWCD

Board of Water and Soil Resources

By: _____
(print)

By: _____

(signature)

Title: _____

Title: _____

Date: _____

Date: _____



DEPARTMENT OF AGRICULTURE

Minnesota Department of Agriculture
625 Robert St. N., St. Paul, MN 55155-6120
www.mda.state.mn.us/agbmploans

Agricultural Best Management Practices Loan Program 651-201-6618 Fax: 651-201-6109 email: AgBMP.Loans@state.mn.us

AgBMP LOAN APPLICATION

(Required for all applications)

Borrower Information: First Name: Brian

(One) Last Name: Yotter

County: Select from Drop down Wabasha

(optional) Company: Scotch Prairie Farms

Street Address: 27170 661st St

City: Lake City

State: MN

Zip: 55041

Telephone: 651-764-0225

Project Information: On a Farm: ☒ Non-Farm: ☐

If using PLS, write in T/R/S and mark where the project or practice is on the Section Map.
Or fill in a Latitude and Longitude of a point on the property near the project or practice.
(Please get us within a few acres of where the project or practice resides if you can.)

Brief description of what will be purchased or constructed and how it helps water quality:

Minimum till manure Applicator, Machine will allow layer crops to grow after application. Reduced risk of runoff with in ground turning.

Well Eligibility

Does this project implement Drinking Water Standards? ☐
Does this project eliminate Groundwater Pollution? ☐

☐ Is this application for a city, town, or other municipality?

☐ Is this application for a facility with an Industrial Waste Permit?

PLS

Township #: West Albany

Range: 110

Section: 11

----- OR -----

Latitude: _____ Longitude: _____

----- OR -----

Pin or Parcel #:

LOCAL GOVERNMENT APPROVAL

(If Pin or Parcel # is used no punctuation marks, county code, or spaces allowed.)

Approved Loan Amount		\$	
Estimated Total Project Cost (all sources)		\$ <u>267,435.18</u>	
Animal Units (Feedlot improvements or manure handling equipment for facilities > 1000 AU that are not in the Mississippi watershed are ineligible)		Beginning: <u>3149</u>	Ending: <u>3149</u>
Primary Livestock		<input checked="" type="checkbox"/> Dairy <input type="checkbox"/> Beef <input type="checkbox"/> Swine <input type="checkbox"/> Other:	
Primary Crops: Selection 1	Selection 2	Conservation Tillage Acres AFTER Project: <u>3000</u>	Total Acres Farmed: <u>3,000</u>
Approval Expiration and Other Restrictions			

Project Approved by: _____ Date: _____

Project Completion Certified by (OPTIONAL): _____ Date: _____

(LGU's please email this fillable PDF form to the borrowers chosen lender.)

(Most lender contact e-mails address can be found on the AgBMP mapping tool; click LENDER CONTACTS LIST to find your lender email)

LENDER INFORMATION & LOAN TERMS

AgBMP Loan Request	\$	Check if Local Revolving Funds are used: <input type="checkbox"/> Funds will not be disbursed if checked.	
(Optional) Additional Request #	\$	Initials:	Date:
Number of payments per year:			
Total Number of Payments:			
Interest rate (if other 3%):	%	(Optional) Balloon Payment Date:	
Lender Organization Name	<u>Foresight Bank Computer</u>		
Lender Address			
Lender Signature:	Date:		

Attach copies of the invoices provided by the borrower that support the request for disbursement.

Please Email fillable PDF and Attachments to: AgBMP.Loans@state.mn.us

07/03/2018

Eaton Sales & Services LLC

15790 320th Ave
Waseca MN 56093

Estimate

Date	Estimate #
12/22/2022	113

Name / Address
Scotch Prairie Farms 27170 661st St Lake City MN 55041

Project

Item	Description	Qty	Rate	Total
102-004	Titan 2 42' Toolbar - 18" Spacing - 28 Units	1	261,575.79	261,575.79
100-006	Hose Swivel - 6" for 8" Swing Arm - Standard	1	0.00	0.00
100-066	8" Swing Arm - Standard	1	0.00	0.00
100-211	3" Bumblebee Hose - Standard	1	0.00	0.00
206-010	Phantom Edge High Rate Units	28	209.26393	5,859.39
<p><i>Bauer</i> Scotch Prairie Farms 12-30-2022 will purchase in 2023</p>				
Total				\$267,435.18

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha Soil & Water Conservation District	Contract Number: 22-CS-2	Other state or non-state funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
--	------------------------------------	--	--	---

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

Applicant

Land Occupier Name Mike Haase	Address 64662 299th Ave	City/State Milville, MN	Zip code 55957
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* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Conservation Practice Location

Township Name: West Albany	Township No: 110	Range No.: 12	Section No. 17 & 20	1/4,1/4 SW, SE
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Contract Information

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

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

314 Brush Management

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 6/30/23, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier's signature indicates agreement to:

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

Date 1/22/23	Land Occupier <i>M. Lee Hoan</i>
Date 1/22/23	Landowner, if different from applicant <i>Tom + Margaret Hoan</i>
	Address, if different from applicant information: 518 N Garden St Lake City MA 05041

Conservation Practice

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

Eligible Component Standard & Name 314 Brush Management	Engineered Practice: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Total Project Cost Estimate \$1,000.00
	Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Technical Assessment and Cost Estimate

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

Date 1/23/23	Technical Assistance Provider <i>Henry Stull</i>
-----------------	---

Amount Authorized for Financial Assistance

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

Amount	Program Name	Fiscal Year
\$1,000.00	State Cost Share	2022

Date	Authorized Signature	Total Amount Authorized
		\$1,000.00

Contract Amendment Form

Organization: <div style="text-align: center; font-weight: bold;">Wabasha SWCD</div>	Contract Number: <div style="text-align: center; font-weight: bold;">22-Capacity-1</div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> Amendment Number: <div style="text-align: center;">1</div> </td> <td style="width: 50%; vertical-align: top;"> Amendment Type Date <input type="checkbox"/> Amount <input type="checkbox"/> Land Occupier <input type="checkbox"/> Practice <input type="checkbox"/> Other <input checked="" type="checkbox"/> </td> </tr> <tr> <td colspan="2" style="vertical-align: top;"> Board Meeting Date: <div style="text-align: center; font-weight: bold;">1/26/2023</div> </td> </tr> </table>	Amendment Number: <div style="text-align: center;">1</div>	Amendment Type Date <input type="checkbox"/> Amount <input type="checkbox"/> Land Occupier <input type="checkbox"/> Practice <input type="checkbox"/> Other <input checked="" type="checkbox"/>	Board Meeting Date: <div style="text-align: center; font-weight: bold;">1/26/2023</div>	
Amendment Number: <div style="text-align: center;">1</div>	Amendment Type Date <input type="checkbox"/> Amount <input type="checkbox"/> Land Occupier <input type="checkbox"/> Practice <input type="checkbox"/> Other <input checked="" type="checkbox"/>					
Board Meeting Date: <div style="text-align: center; font-weight: bold;">1/26/2023</div>						

Amendment requests that are received outside the executed State grant agreement date, outside the contract practice install date, or grant program policies BWSR staff must be consulted and a grant agreement amendment may be required.

State Grant Agreement Expiration Date: _____ Original Contract Install Date: 11/30/2022

Amended Contract Install Date (If applicable): _____

Original Total Amount Authorized: \$18,004.50 Amended Total Amount Authorized: _____

The Parties whose names are signed below hereby agree that the above-referenced Conservation Practice Assistance Contract is amended as follows:

The landowner was originally omitted from being included on this contract. This amendment is to include the landowner "Ikkar Manor LLC". The land occupier will remain as "Daniel Sell". This amendment is being made after-the-fact per advice from our County Attorney and with approval from BWSR since payment has not been issued yet. The original date, amount, and practices will remain unchanged.

The original contract, as numbered, shall remain in full force and effect, except for those changes made necessary by the amendment.

This Amendment is to take affect on the date of the last signature hereto.

Date <div style="font-size: 1.2em;">12/30/22</div>	Land Occupier
Date <div style="font-size: 1.2em;">12/30/22</div>	Landowner, if different from applicant Mr

Technical Assessment and Cost Estimate

I have viewed the site where the above listed are to be installed and find that they are needed, and that the amended estimated quantities, costs, or completion date described above are practical and reasonable.

Date <div style="font-size: 1.2em;">12/22/2022</div>	Technical Assistance Provider
--	--

Organizational Approval

Date 	Authorized Signature
---------------------	-------------------------------------

*Attach this form to the Conservation Practice Assistance Contract

PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: Ikkar Manor LLC Contract No.: 22-Capacity-1

Address: 28305 510TH ST, PO BOX 157

City, State, Zip: Elgin MN 55932-0157

Total Amount Authorized: \$18,004.50 % Approved: 75% (state) 75% (state & non-state)

(from contract)

Item	Quantity	Unit	Unit Price	Cost
Mobilization	1	Job	\$720.00	\$720.00
Grassed Waterway	2,088	L.F.	\$4.65	\$9,709.20
Common Excavation and Fill	4,158	C.Y.	\$2.00	\$8,316.00
Seed, Fertilizer & Mulch	3.1	Acre	\$1,500.00	\$4,650.00

PROJECT COST: **\$23,395.20**

PAYMENT AND CERTIFICATION INFORMATION

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

B. Total cost of practice to date: \$23,395.20

C. Eligible amount (total cost x % approved): \$17,546.40 (state) \$17,546.40 (state & non-state)

D. Total other state payment amount: \$0.00

E. Total non-state payment amount: .

F. Total previous partial payments: \$0.00

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


H. Maximum payment amount: \$17,546.40

Pre-Con.Cover Ac.	Rate/Ac.

Amount Approved for This Voucher: **\$17,546.40**

(cannot exceed Total Amount Authorized)


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

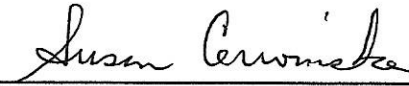
 MGR
Payee Signature

12-30-22
Date

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

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


Technical Assistance Provider


Administrative Sign-off

12/22/2022
Date

1/23/2023
Date

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 22-Capacity--1	Other state or non-State funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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* If a contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name Daniel Sell	Address 45 Rolling Hills Dr	City/State Elgin MN	Zip Code 55932
--	---------------------------------------	-------------------------------	--------------------------

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

Conservation Practice Location

Township Name: Elgin	Township No.: 108	Range No.: 12	Section No.: 34	1/4,1/4 SW1/4 SE1/4
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Contract Information

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

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 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 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 Technical Guide (412 - Grassed Waterway Conservation Practice Standard)

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 11/30/2022, 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:

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.

Date 5-24-22	Land Occupier 
Date	Landowner, if different from applicant
	Address, if different from applicant information

Conservation Practice

The primary practice for which cost-share is requested is: **412 Grassed Waterway**

Eligible Component Standards & Names 412 Grassed Waterway, 340 Critical Area Planting, 484 Mulching	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate \$24,006.00
	Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Technical Assessment and Cost Estimate

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

Date 5/24/2022	Technical Assistance Provider 
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Pre-Construction Cover

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

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

Amount Authorized for Financial Assistance

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

Amount	Program Name	Fiscal Year
\$18,004.50	2022 Capacity	2022

Date	Authorized Signature	Total Amount Authorized \$18,004.50
------	----------------------	---

Cow Calf Days™

2023 Seminar Tour & Trade Show

Oronoco, MN

February 9, 2023, 5:30 PM

Rossman Farms

7000 70th St. NW

Contact: Tony @ 507.259.2174 or Michelle @ 507.206.7986



\$10 per person at the door, includes meal and materials

Topics

50th Anniversary Celebration of Cow Calf Days

Cattle Market Outlook (Where do we go from here?) Eric Mousel, U of M Beef Team

Simple Things that Add Value Dar Giess, DLCC Ranch of Pierz, MN

Integrating Grazing & Soil Health MN Grazing Lands Association

Vitamin & Mineral Nutrition Dr. Aimee Lutz, Devenish Nutrition



UNIVERSITY OF MINNESOTA | EXTENSION

www.extension.umn.edu/beef | 218.513.0781 | emmousel@umn.edu

Need 1 of these

January 2023 - Survey Equipment Purchase Options
optional

Option #	Accept NRCS Data Collector (TSC7)	Purchase Data Collector (TSC7)	Purchase Data Collector (TSC5)	Purchase GPS used (R10)	Purchase GPS Demo (R12i)	Total Cost	Notes
1	Yes					\$0.00	Data collector only, free on loan from NRCS, No GPS capability, TS only
2			Yes			\$6,807.37	Data collector only, New purchase TSC5, No GPS capability, TS only
3		Yes				\$8,139.60	Data collector only, New purchase TSC7, No GPS capability, TS only
4	Yes			Yes		\$10,953.92	NRCS data collector free on loan, R10 GPS and TS capability (older used system)
5			Yes	Yes		\$17,761.29	Data collector TCS5 and GPS R10 (older and used) Purchase + TS capability
6		Yes		Yes		\$19,093.52	Data collector TCS7 and GPS R10 (older and used) Purchase + TS capability
7	Yes				Yes	\$22,984.92	NRCS data collector free on loan, GPS and TS capability (newest and best) R12i
8			Yes		Yes	\$29,792.29	Data collector TCS5 and GPS R12i Purchase + TS capability (newest and best)
9		Yes			Yes	\$31,124.52	Data collector TCS7 and GPS R12i Purchase + TS capability (newest and best)

Item	Cost	Comments
NRCS TSC7	\$0.00	Free loan from NRCS. Used, well functioning collector. Same as Wabasha NRCS. Windows 10 OS, Most capable collector on the market. I am more familiar with this than the TSC5 since I have been using NRCS's pretty frequently. Will eventually have to return to NRCS, date of return is unknown but very likely not soon.
TSC7	\$8,139.60	New, well functioning collector. Same as Wabasha NRCS. Windows 10 OS, Most capable collector on the market. I am more familiar with this than the TSC5 since I have been using NRCS's pretty frequently.
TSC5	\$6,807.37	New, well functioning collector. Same as TSA. Android OS, Not quite as capable as TSC7. I am less familiar with this than the TSC7 but could learn quickly.
R10	\$10,953.92	Used, older model GPS, still very useful and huge increase in efficiency over total station only but not as long until it will be discontinued or wear out. Same as Wabasha NRCS has
R12	\$22,984.92	Demo model of newest and best GPS tech, previously used only for demonstrations by Frontier, longest life expectancy and longest until support discontinues



10900 73rd Ave N
Maple Grove, MN 55369
763-496-1366
www.frontierprecision.com

Quote 70806
Date: Jan 23, 2023 10:16 AM
By: Dustin Harr
dharr@frontierprecision.com
Minnesota State Contract 171661

BILL TO:

WABASHA COUNTY - SWCD
Matt Kempinger
Wabasha, MN 55981
United States
matt.kempinger.wabashaswcd@gmail.com
[651-560-2055](tel:651-560-2055)

SHIP TO:

WABASHA COUNTY - SWCD
Matt Kempinger
Wabasha, MN 55981
United States
matt.kempinger.wabashaswcd@gmail.com
[651-560-2055](tel:651-560-2055)

Product Details	Qty	Price	Discount	Total
110238-00-1 Trimble EM120 2.4GHz Module	1	\$ 1,655.00	\$ 165.50	\$ 1,489.50
EWLS-TA-LOYAL-STOCK Loyalty Program Trimble Access Annual SW RNST lapsed 12m (Stock expires 12m from invoice date)	1	\$ 1,240.00	\$ 124.00	\$ 1,116.00
TSC5-1-1100-00 Trimble TSC5 controller - WWAN, Worldwide region	1	\$ 4,300.00	\$ 430.00	\$ 3,870.00
5200-46 DC HOLDER ASSY,TSC5	1	\$ 351.75	\$ 35.18	\$ 316.57
114955-GEO-1 USB 3.1 Type-A (male) to USB-Type-C (male) data transfer cable (3 feet)	1	\$ 17.00	\$ 1.70	\$ 15.30

Radio Module

160

Sub Total: \$ 6,807.37
Discount: \$ 0.00
Tax: \$ 0.00
Shipping: \$ 0.00
Grand Total: \$ 6,807.37

Valid Until: Feb 23, 2023

Special Notes

Shipping, handling, and applicable sales tax will be added to invoice.

Terms and Conditions

All invoices are in U.S. Dollars. Prices are good for 30 days.

Payment terms are net 30 days upon approved credit. We also accept VISA, MasterCard and American Express. Returns- A standard restocking fee of 20% will be charged for any returned equipment.

Shipping and handling charges are prepaid and added to invoice. Shipment will be made by UPS Ground unless otherwise specified, FOB Shipping Point.

{{Signature*}}

{{Signature*}}

{{Fullname*}}



10900 73rd Ave N
Maple Grove, MN 55369
763-496-1366
www.frontierprecision.com

Quote 70800
Date: Jan 23, 2023 10:14 AM
By: Dustin Harr
dharr@frontierprecision.com
Minnesota State Contract 171661

BILL TO:

WABASHA COUNTY - SWCD
Matt Kempinger
Wabasha, MN 55981
United States
matt.kempinger.wabashaswcd@gmail.com
[651-560-2055](tel:651-560-2055)

SHIP TO:

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Matt Kempinger
Wabasha, MN 55981
United States
matt.kempinger.wabashaswcd@gmail.com
[651-560-2055](tel:651-560-2055)

Product Details	Qty	Price	Discount	Total
TSC7-2-1111-00 Trimble TSC7 controller - QWERTY keypad, USB/Serial boot, NAVEMEA region, Standalone	1	\$ 5,299.00	\$ 529.90	\$ 4,769.10
121354-01-1 Trimble Accessory - Carry Case Shoulder Bag	1	\$ 90.00	\$ 9.00	\$ 81.00
121349-01-1 Trimble TSC7 Accessory - Pole Mount	1	\$ 245.00	\$ 24.50	\$ 220.50
121358-01-1 Trimble Accessory - External Battery Charger w/ Int. Cord, Battery 2-pack	1	\$ 515.00	\$ 51.50	\$ 463.50
110238-00-1 Trimble EM120 2.4GHz Module	1	\$ 1,655.00	\$ 165.50	\$ 1,489.50
EWLS-TA-LOYAL-STOCK Loyalty Program Trimble Access Annual SW RNST lapsed 12m (Stock expires 12m from invoice date)	1	\$ 1,240.00	\$ 124.00	\$ 1,116.00

Sub Total: \$ 8,139.60
Discount: \$ 0.00
Tax: \$ 0.00
Shipping: \$ 0.00
Grand Total: \$ 8,139.60

Valid Until: Feb 23, 2023

Special Notes

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{{Signature*}}

{{Signature*}}



10900 73rd Ave N
Maple Grove, MN 55369
763-496-1366
www.frontierprecision.com

Quote 70973
Date: Jan 25, 2023 03:17 PM
By: Dustin Harr
dharr@frontierprecision.com

BILL TO:

WABASHA COUNTY - SWCD
Matt Kempinger
Wabasha, MN 55981
UNITED STATES
matt.kempinger.wabashaswcd@gmail.com
[651-560-2055](tel:651-560-2055)

SHIP TO:

WABASHA COUNTY - SWCD
Matt Kempinger
Wabasha, MN 55981
UNITED STATES
matt.kempinger.wabashaswcd@gmail.com
[651-560-2055](tel:651-560-2055)

Product Details	Qty	Price	Total
R10-R Trimble R10, internal 410-470 MHz radio - USED	1	\$ 10,000.00	\$ 10,000.00
101070-00-01 Trimble Geospatial Accessory - Dual Battery Charger w/ Power Supply and Power Cord	1	\$ 665.00	\$ 598.50
89840-00 Trimble R10/R12 Accessory - Rechargeable Battery (7.4V, 3700 mAh, 27.3 Wh)	1	\$ 215.00	\$ 193.50
5125-22-YEL-GT ROVER ROD,2M,1.8M,1.6M,AL,SNAP-LOC	1	\$ 179.91	\$ 161.92

Sub Total: \$ 10,953.92
Discount: \$ 0.00
Tax: \$ 0.00
Shipping: \$ 0.00
Grand Total: \$ 10,953.92

Valid Until: Feb 23, 2023

Special Notes

Shipping, handling, and applicable sales tax will be added to invoice

Terms and Conditions

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{{Signature*}}
{{Fullname*}}

{{Signature*}}
{{Fullname*}}



10900 73rd Ave N
Maple Grove, MN 55369
763-496-1366
www.frontierprecision.com

Quote 70808
Date: Jan 25, 2023 02:56 PM
By: Dustin Harr
dharr@frontierprecision.com

BILL TO:

WABASHA COUNTY - SWCD
Matt Kempinger
Wabasha, MN 55981
UNITED STATES
matt.kempinger.wabashaswcd@gmail.com
[651-560-2055](tel:651-560-2055)

SHIP TO:

WABASHA COUNTY - SWCD
Matt Kempinger
Wabasha, MN 55981
UNITED STATES
matt.kempinger.wabashaswcd@gmail.com
[651-560-2055](tel:651-560-2055)

Product Details	Qty	Price	Total
Miscellaneous			
Trimble R12i Demo unit - includes CFG and battery.	1	\$ 21,995.00	\$ 21,995.00
101070-00-01			
Trimble Geospatial Accessory - Dual Battery Charger w/ Power Supply and Power Cord	1	\$ 665.00	\$ 598.50
89840-00			
Trimble R10/R12 Accessory - Rechargeable Battery (7.4V, 3700 mAh, 27.3 Wh)	1	\$ 215.00	\$ 193.50
5125-22-YEL-GT			
ROVER ROD,2M,1.8M,1.6M,AL,SNAP-LOC	1	\$ 179.91	\$ 161.92

Sub Total: \$ 22,948.92
Discount: \$ 0.00
Tax: \$ 0.00
Shipping: \$ 0.00
Grand Total: \$ 22,948.92

Valid Until: Feb 23, 2023

Special Notes

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{{Signature*}}
{{Fullname*}}

{{Signdate*}}