

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
Regular District Regular Board Meeting
Canceled for February 23, 2023
Cancellation Notice Has Been Sent Out**

**Special Meeting
February 24, 2023
8:15 am
County Conference
Room
625 Jefferson Ave.**

I. CALL MEETING TO ORDER

II. PLEDGE ALLEGIANCE

III. AGENDA

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. County of Olmsted – Wabasha County Soil and Water Conservation District – MN Agricultural Water Quality Certification Program (MAWQCP) Building Lease Agreement for 2023
- B. Freeborn SWCD Amendment #1 to change date of agreement effective January 1, 2022 to December 31, 2023 for MAWQCP.
- C. Rice SWCD – Additional funds of \$2,500.00 for MAWQCP agreement effective January 1, 2022 to December 31, 2023.
- D. Stacy Miller voucher payment for Contract# 20-Capacity-4 in the amount of \$900.00 for final year of practice 340 cover crops.
(Funding source FY20 Capacity)

VI. SECRETARY'S REPORT

- A. January 26, 2023 Meeting Minutes – **Board Action**

VII. TREASURER'S REPORT – Board Action

- A. January District Financial Statements

VIII. PAYMENT OF MONTHLY BILLS

- A. Monthly Bills in the amount of \$36,819.30 - **Board Action**

****Motion to go directly to old/new business action items**

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) - Updated**
- 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)

XI. NEW BUSINESS

- A. Resolution to Submit, Adopt and Implement the WinLaC Comprehensive Watershed Management Plan – **Board Action/Signature**
- B. WinLac (Mississippi River Winona La Crescent) Comprehensive Watershed Management Plan Joint Powers Agreement – **Board Action/Signature**
- C. Olmsted County Soil and Water Conservation District Contract for Services between Olmsted SWCD and Wabasha SWCD for Zumbro Surface Water Assessment Grant (SWAG) 2023/2024 – **Board Action/Signature**
 - i. **Wabasha SWCD Cost Proposal for SWAG \$15,891.05**
- D. **Budget Approval – Board Action**
- E. Upcoming Events:
 - i. 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.
 - ii. Legislative Briefing and Reception, March 7 and Day at the Capitol, March 8

XII. Board Reports

- A. Whitewater JPB – Lynn
- B. Zumbro 1W1P –Dag
- C. WinLaC 1W1P – Lynn
- D. SE SWCD Technical Support JPB -Dag
- E. County Board Meeting – Sharleen

XIII. Adjourn – Board Action

**COUNTY OF OLMSTED – Wabasha County Soil and Water Conservation District
– MN Agricultural Water Quality Certification Program
BUILDING LEASE AGREEMENT**

This Agreement is made by and between the County of Olmsted, hereinafter referred to as “Lessor” and the Wabasha County Soil and Water Conservation District, hereinafter referred to as “Lessee”.

WHEREAS, Lessor is owner of the building located at 2122 Campus Drive, SE, Rochester, Minnesota, 55904 and,

WHEREAS, the Lessee has a need for the use of a portion of the building located at 2122 Campus Drive, SE, Rochester, Minnesota, 55904.

NOW THEREFORE, the Lessor, for and in consideration of the rents and covenants hereinafter contained, does hereby demise, lease and let to the Lessee the following described premises situated in the County of Olmsted, State of Minnesota, to-wit: 189.49 SF of office space for the MN Department of Agriculture, of the building located at 2122 Campus Drive, SE, Rochester, Minnesota, 55904, on the following terms and conditions.

I. TERM:

The term of this agreement shall be for 12 months, from the 1st day of January 2023 through the 31st day of December 2023.

II. RENT:

As rent for the leased premises and inconsideration for all covenants, representations and conditions of the lease agreement. LESSEE agrees to pay LESSOR the sum of **\$5,267.88** for the term of the Lease Agreement. Such amount shall be paid in monthly installments of **\$438.99** in accordance with the rent schedule set forth below:

<u>LEASE PERIOD</u>	<u>SQUARE FEET</u>	<u>RATE PER SQ. FT.</u>	<u>MONTHLY PAYMENT</u>	<u>RENT FOR LEASE PERIOD</u>
1/1/23- 12/31/23	189.49	\$27.80	\$438.99	\$5,267.88

Said monthly payments are to be due on or before the first day of each month during said term.

III. HOLDING OVER:

In the event Lessee remains in possession of said premises after the expiration of this Agreement and without the execution of a new lease, it shall be deemed occupying said premises as a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Agreement insofar as the same can be applicable to a month-to-month tenancy. Such holdover shall be deemed to have been approved by Lessor if no written notice has otherwise been transmitted to Lessee and the monthly rent agreed to between the parties shall be paid at the beginning of each month as provided for herein.

IV. DUTIES OF LESSOR:

The Lessor shall, except as otherwise specified herein and except for damages resulting from any acts of negligence of Lessee, its agents or employees provide:

- a. Existing heat, electricity, sewer and water service available to the leased premises;
- b. Snow plowing of main streets and associated parking/access areas to the leased premises;
- c. Bulk trash removal;
- d. Regular inspections of fire detection systems and fire extinguishers in conformance with State and local code requirements.

V. LESSOR'S ACCESS:

The Lessor, acting through its designated agents, employees or officials shall have the right, upon prior notification to Lessee, to enter the leased premises at all reasonable times for the purpose of inspecting, maintaining, repairing, altering or improving the leased premise of said building.

VI. DUTIES OF LESSEE:

- a. The Lessee agrees to take reasonable precautions to prevent waste of heat, water, electricity, or anything else furnished by Lessor for Lessee's comfortable use and occupancy of the leased premises;
- b. Lessee, its agents, employees, invitees, or visitors, shall comply fully with all rules and regulations governing conduct and vehicular traffic as now posed or subsequently amended;
- c. The Lessee further agrees to maintain the premises in a neat, clean and respectable condition. Also, all ashes, garbage, and refuse of any kind shall be moved to holding area after being placed in proper containers at said Lessee's expense.
- d. Except as otherwise provided for herein, the Lessee shall furnish all supplies and services required for its use of the premises, and shall surrender the premises to the Lessor at the termination of its tenancy free and clear of any liens, claims or encumbrances and in such condition as the same are in at the commencement of such tenancy, reasonable wear and damage by the elements excepted. Alterations of fixtures attached to the leased premises shall remain a part thereof and shall not be removed unless Lessor elects to permit removal.

VII. ASSIGNMENT AND SUBLETTING:

Lessee shall not assign nor in any manner transfer this lease or any interest therein, nor sublet said leased premises or any parts thereof, nor permit occupancy by anyone with, through, or under it, without the prior written consent of Lessor.

VIII. INSURANCE:

It shall be the obligation and responsibility of Lessee to insure, as it deems prudent, its own personal property, equipment and fixtures whatever the manner of attachment to the leased premises, against damage on an "all risk" basis from fire, explosion, tornado, civil disorder, vandalism, including any damage resulting from bursting or failure of water, gas sewer or steam pipes, or by any cause or causes beyond the reasonable control of Lessor.

It shall be the responsibility of Lessee to assure that the premises are covered by a comprehensive general liability insurance policy in an amount not less than one million dollars (\$1,000,000) to cover bodily injury, property damage and personal injury (and shall include coverage for fire legal liability). Payment of the premiums therefore shall be made by Lessee. Lessor shall be named as additional insured on said policies. Lessee shall provide Lessor with certificates of such insurance, including the additional insured provision, prior to taking occupancy of the premises.

IX. INDEMNIFICATION:

Except in the case of the negligence of the Lessor, its agents or its employees, the Lessee shall save, hold harmless, indemnify and defend the Lessor, its agents and its employees against any liability for damages to any person or property in or about the premises.

X. TERMINATION:

This lease may be terminated by either Lessor or Lessee, with or without cause, upon thirty (30) days' written notice directed to the other party's designated representative.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year written below.

Wabasha County Soil and Water Conservation District

DATE: 02/09/2023

BY:
Terri Peters

COUNTY OF OLMSTED

DATE: 2/14/2023 | 7:01 AM CST

BY:
Mat Miller, Director
Facilities and Building Operations



611 Broadway Avenue, Suite 10
Wabasha, MN 55981
Phone: (651) 565-4673

**AGREEMENT BETWEEN
THE WABASHA COUNTY SOIL AND WATER
CONSERVATION DISTRICT
AND
THE FREEBORN COUNTY SOIL & WATER
CONSERVATION DISTRICT**

Amendment 1 effective January 1, 2022 to December 31, 2023

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

I. STATEMENT OF PURPOSE

The purpose of this AGREEMENT is to clarify the roles and responsibilities of the parties regarding the delivery of the Minnesota Agricultural Water Quality Certification Program (hereinafter referred to as 'MAWQCP' or the Project") made possible by the State of Minnesota Department of Agriculture.

II. SCOPE OF SERVICES AND SPECIFIC DUTIES

The District has agreed to provide funding to the Subrecipient for Implementation of the Project. The Subrecipient will complete the duties described as follows: **Employment & Supervision of a part-time qualified Certification Specialist, including related items such as wages & benefits, mileage, printer & equipment, office space, and internet. This position will: assist the Area Certification Specialist as needed which may include: provide training to local conservation staff on use of the assessment tool; review assessments prior to certification; coordinate with local, regional and state support staff in promotion of MAWQCP; assist with outreach to regional partners (agricultural stakeholders); and solicit feedback from local conservation staff and landowners participating in MAWQCP to improve the certification process.**

The services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Subrecipient's profession currently practicing under similar conditions



611 Broadway Avenue, Suite 10
Wabasha, MN 55981
Phone: (651) 565-4673

III. PAYMENT TERMS AND REPORTING REQUIREMENTS

- A. REPORTING.** The Subrecipient will submit reports to the District documenting progress toward completion of the project at a minimum of quarterly or more frequently if requested by the District. The District will provide the Subrecipient a format for all reports approximately one month prior to the date on which reports are due.
- B. TERM.** The Subrecipient may expend grant funds toward completion of the Project between the dates of **January 1, 2022 and December 31, 2021** **December 31, 2024**, or until all work under this Agreement is completed and payments made, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement. Funds can be expected retroactively within the dates above regardless of the final signing date of this agreement by all parties.
- C. AMOUNT.** During the term of this agreement, the Subrecipient may bill the District for up to ~~\$86,000.00~~ **\$86,447.57 from January 1, 2022 to December 31, 2023** for expenses incurred toward completion of the Project as outlined in 'Exhibit B' (attached).
- D. PAYMENT SCHEDULE.** Upon execution of Agreement the Subrecipient may present quarterly itemized invoices to the District for work actually performed and the supporting documentation.

Upon acceptance of the invoiced work by the State's Authorized Representative, and upon receipt of payment from the MDA, and within five working days of receipt of payment, the District will process reimbursement to the Subrecipient.

Invoices for payment will be sent at a minimum of monthly to:

Terri Peters, District Manager
Wabasha County Soil and Water Conservation District
611 Broadway Ave., Suite 10
Wabasha, MN 55981
Phone: (651)560-2044
Email: terri.peters@mn.nacdnet.net, or his/her successor.



611 Broadway Avenue, Suite 10
Wabasha, MN 55981
Phone: (651) 565-4673

E. CANCELLATION AND REVOCATION If, upon review the District determines that the Subrecipient has not made satisfactory progress toward performing the agreed upon services and duties, the District may cancel the Agreement. In the event of cancellation, the Subrecipient is entitled to payment for work satisfactorily performed up to the date of cancellation.

IV. CONTRACT CLAUSES

A. OWNERSHIP OF PROJECT MATERIALS. All materials prepared or developed by the Subrecipient hereunder, including documents, notes, reports, data, and samples shall become the property of the District when prepared, whether delivered to the District or not, and shall be delivered to the District upon request. The District will be responsible for responding to any data practices requests pertaining to this data.

B. CHANGES. The District may at any time issue written directions requiring additional work within the Work Plan and any amendments thereto, or directing the addition of, omission of, or variation in Work. If such direction results in a material change in the amount or character of Work, Subrecipient will prepare a scope of Work and cost estimate and forward it to the District's representative. The District may issue the Subrecipient notice to proceed with this change or request an alteration in the scope of Work, or not authorize the Work.

C. INDEMNIFY OR HOLD HARMLESS. Subrecipient shall indemnify the District, its directors, officers, employees, and agents against damages, penalties, costs, or expenses incurred in connection with any alleged violation of any federal, state, or local law or regulation regulating the Work performed hereunder or any part thereof. Subrecipient agrees to indemnify and hold harmless the District, its directors, officers, employees, and agents against and from loss, claims, or suits, including costs and attorneys' fees, for, or on account of injury, bodily or otherwise, or death, of persons, or damage to or destruction of property belonging to the District or others arising out of the negligent performance of the Work hereunder by the Subrecipient.

Subrecipient shall, in no event, be liable for loss or damage attributable to the District or its representatives or agents. Subrecipient's liability shall be limited by the provisions of Minnesota Statutes Chapter 466 or other applicable law. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (Including common



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law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

- D. INSURANCE REQUIREMENTS.** The Subrecipient shall purchase, provide and maintain, at its own expense, such insurance as will protect the Subrecipient from claims set forth below.

Proof of such insurance shall be furnished to WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT **prior to the commencement of any work** and shall be maintained throughout the life of this contract and shall be evidenced by the carrier's certificates, filed with the WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT.

The Subrecipient shall supply the WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT with a list of subcontractors and shall verify and take responsibility for the subcontractor's proof of insurance

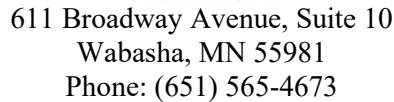
Insurance shall be in force the first day of the Contract.

Insurance shall not be canceled, limited in scope of coverage or non-renewed until after Thirty (30) days written notice has been given to

Freeborn County SWCD
1400 W. Main St.
Albert Lea MN 56007-1816

It is agreed that any insurance maintained by the WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT will not contribute with, insurance provided by this policy.

The Subrecipient shall not commence work until the Subrecipient has obtained required insurance and where labor and material are involved, filed an acceptable certificate of insurance with the WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT. All insurance policies shall be open to inspection by the WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT, and copies of policies shall be submitted to the WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT upon written request. The WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT is added as an additional insured. **The insurance certificate shall specify "Wabasha County Soil and Water Conservation District" and the project name.** If Subrecipient is a public



COMPREHENSIVE GENERAL LIABILITY

Bodily Injury/Property Damage: \$ 500,000 per person
\$1,500,000 per occurrence

Bodily Injury/Property Damage	<u>\$ 500,000 per person</u> <u>\$1,500,000 per occurrence</u>
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E. NONASSIGNMENT. Subrecipient shall not assign this Agreement nor delegate or subcontract any of the Work to be performed without the Board's written consent. If assignment, delegation, or subcontract work is with such consent, it shall not relieve the Subrecipient from its responsibility for the performance of any of its obligations hereunder.



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- F. **COMPLETE AGREEMENT.** This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understandings, agreements and representations. There are no oral or written understandings, agreements or representations not specified herein.
- G. **INDEPENDENT CONTRACTOR STATUS.** Subrecipient is an Independent Contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures between the parties. Subrecipient will be responsible for any federal or state taxes applicable to this payment. No tenure or any rights or benefits, including workers' compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, Public Employment Retirement Association or other benefits available to Subrecipient employees, shall accrue to WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT or its employees performing services under this Agreement.
- H. **WORKER HEALTH, SAFETY, AND TRAINING.** Subrecipient shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Subrecipient shall
- make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Subrecipient shall ensure all personnel of Subrecipient and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Subrecipient shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Subrecipient
- I. **LEGAL COMPLIANCE.** Non-Discrimination. During the performance of this Contract, the Subrecipient shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, familial status disability, public assistance, age, sexual orientation, or local human rights commission activity. The Subrecipient will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination because of their race, color, creed,



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religion, national origin, sex, marital status, familial status disability, public assistance, age, sexual orientation, or local human rights commission activity. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post notices in conspicuous places, available to employees and applicants for employment, which set forth the provisions of this nondiscrimination clause.

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, sex, marital status, familial status disability, public assistance, age, sexual orientation, or local human rights commission activity. No funds received under this Contract shall be used to provide religious or sectarian training or services. The Subrecipient shall comply with any applicable federal or state law regarding nondiscrimination in the delivery of any contracted products or services to the WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT, its employees and agents and members of the public whom it serves.

Subrecipient and WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted.

- J. **DATA PRIVACY.** For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Subrecipient in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy. If Subrecipient is performing a governmental function as defined in Minn Stat. Section 13.05, Subd. 1.1 as part of its contract duties and it is not a governmental entity, it must comply with those requirements as if it were a governmental entity. The remedies Minn. Stat. Section 13.08 apply to the Subrecipient. Subrecipient does not have a duty to provide access to public data to the public if the public data are available from the WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT, except as



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required by the terms of this Contract. All subcontracts shall contain the same or similar data practices compliance requirements.

- K. **BUSINESS RECORDS.** Subrecipient shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Subrecipient's profession. Subrecipient shall maintain such records for at least 6 years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT shall have the right to audit and review all such documents and records at any time during Subrecipient's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT and either the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute 16C.05, subd 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract.
- L. **FORCE MAJEURE.** Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities other than WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
- M. **WAIVER.** The failure of WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT or Subrecipient to enforce one or more of the terms or conditions of the Contract or to exercise any of its rights or privileges, or the waiver by either party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.
- N. **NOTICES.** All official notices, shall be sufficiently given when delivered or mailed, certified mail, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.



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For the WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT:

**Wabasha County Soil and Water Conservation District
611 Broadway Ave., Suite 10
Wabasha, MN 55981**

For the Subrecipient:

**Freeborn County Soil and Water Conservation District
1400 W Main St
Albert Lea, MN 56007**

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

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

The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within [7]



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days after a party has given notice of a desire to mediate the dispute, any party may apply to any organization or person agreed to by the parties in writing, for appointment of a mediator.

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

R. DEFAULT AND TERMINATION

The District or Subrecipient may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

Either party by written notice of default (including breach of contract) to the other party may terminate the whole or any part of this agreement if the other party fails to perform any of the provisions of this contract, and after receipt of written notice from the first party, fails to correct such failures within a period of 10 days or such longer period as the first party may authorize in writing after receipt of notice from the first party specifying such failure

- S. MERGER CLAUSE.** This agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This agreement supersedes all prior negotiations, understandings, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective.

V. AGREEMENT EFFECTIVE DATE

This agreement is effective upon execution by all parties. Amendment funding effective begin date is January 1, 2022.



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Wabasha, MN 55981
Phone: (651) 565-4673

Approved and accepted for:

FOR THE WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT

A handwritten signature in black ink, appearing to read 'Jim. J. Peterson'.

Board Chair or assign, Wabasha County SWCD

02/09/2023

Date

FOR THE SUBRECIPIENT

Board Chair or assign, Freeborn County SWCD

Date

WABASHA COUNTY SWCD
MINNESOTA AGRICULTURAL WATER QUALITY CERTIFICATION PROGRAM
REQUEST FOR TECHNICAL ASSISTANCE AND PROMOTION FUNDS

General Information

Governmental unit Rice SWCD	Contact name Steven Pahs	Requested amount of funding <input checked="" type="checkbox"/> \$2,500
Address 1810 30 th Street NW	City/State Faribault, MN	Zip code 55021

Contract Information

I (we), the undersigned, do hereby agree to participate in the Minnesota Agricultural Water Quality Certification Program by providing technical assistance and/or local promotional outreach. The Governmental Unit will administer the project under the guidance of the Area Certification Specialist and in accordance with the duties described and specified as follows:

- Assist Area Certification Specialist (ACS) by obtaining applications and gathering necessary farm data needed by landowners to complete certification.
- Provide technical assistance to help landowners achieve certification, if no other cost share is available for Governmental Unit staff time.
- Attend program and assessment tool training provided by the ASC or other MAWQCP approved trainer, for staff to better deliver the MAWQCP in this region.
- Attend site visits with ACS to landowners interested in MAWQCP certification, as needed.
- Coordination and associated costs of MAWQCP promotion through activities pre-approved by the Wabasha SWCD and ACS. These activities can include general producer contacts, newsletters, local advertising related only to the MAWQCP, and events to promote MAWQCP.
- Other activities pre-approved by the Wabasha County SWCD and ACS that directly increase landowner participation in the MAWQCP.

Effective date period

Funds may be requested after the Report of Work Completion has been submitted and approved by the the ACS, Mark Root. Submit Invoices to Wabasha SWCD to be reimbursed after the ACS has approved the Report of Work Completion.

611 Broadway Ave., Suite 10
Wabasha, MN 55981
Or

Email: terri.peters@mn.nacdn.net and/or susan.cerwinske.wabashaswcd@gmail.com

Contract Date 01-01-2022 to 12-31-2022. The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement. This agreement may be terminated by either party with or without cause, upon (30) thirty days' written notice directed to the other party. This is a Reimbursable Fund and funds will not be distributed until expended.

WABASHA COUNTY SWCD
MINNESOTA AGRICULTURAL WATER QUALITY CERTIFICATION PROGRAM
REQUEST FOR TECHNICAL ASSISTANCE AND PROMOTION FUNDS

Reporting

I (we), the undersigned, do hereby agree to submit, upon expenditure to Wabasha SWCD a Completion Report Form, signed by the ACS and in the format provided by the board to obtain funds. The funds will be reimbursed when the Invoice is submitted. The undersigned Governmental Unit agrees to maintain all supporting documents related to the Completion Report Form and to furnish all required documentation should an audit occur.

Applicant Signatures

Board or Authorized Representative Signature <i>[Signature]</i>	Board meeting date <i>1-17-22</i>	Total Amount Requested <input checked="" type="checkbox"/> \$2,500
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Southeast Area Certification Specialist

Name <i>Mon S Root</i>	Date <i>1-12-22</i>
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Wabasha SWCD Authorization

Board or Authorized Representative Signature <i>[Signature]</i>	Board Meeting Date <i>Board approved 12-16-2021</i>	Total Amount Authorized \$ 2,500.00
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(Starting with \$2,500.00 for funding with additional funds that can be added.)

Amount Added: \$ 2500.00

Amount Added: \$ _____

Amount Added: \$ _____

Approved by:

[Signature]
new contract expiration 12-31-2023

Approved by:

Approved by:

FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: **Stacy Miller**
Address: **209843 575th street**
City, State, Zip: **Plainview, MN 55964**
Contract No.: **20-Capacity-4**


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

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

PAYMENT REQUEST:

\$900.00

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


Payee Signature

Feb 21 2023
Date

PAYMENT AND CERTIFICATION INFORMATION

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

~~Partial~~ **Final** HS
\$900.00
\$2,700.00
\$1,800.00
\$900.00

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

\$900.00

Technical Certification

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


Technical Assistance Provider

Administrative Certification

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


Administrative Sign-off

2/21/23
Date

2/21/2023
Date

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 20-Capacity 41	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 Stacy Miller	Address 20984 575th st	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: Highland	Township No: 109	Range No.: 11	Section No. 25&26B	1/4, 1/4
---------------------------------------	--------------------------------	-----------------------------	----------------------------------	-----------------

Contract Information

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

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

NRCS EFOTG 340 Cover Crop on 30 acres for 3 years installed by 11/1/20, 11/1/21, 11/1/22

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

11/1/2022 LW

Applicant Signatures

The land occupier's signature indicates agreement to:

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

Date 10-1-20	Land Occupier <i>Harry A. Miller</i>
Date	Landowner, if different from applicant
	Address, if different from applicant information:

Conservation Practice

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

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

Technical Assessment and Cost Estimate

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

Date 10-1-2020	Technical Assistance Provider <i>[Signature]</i>
-------------------	---

Amount Authorized for Financial Assistance

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

Amount	Program Name	Fiscal Year
2700 -	2020 Capacity	2020

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

Signature auth approved by

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

Meeting called to order at 8:19 am by Lynn Zabel, Chair

Supervisors Present: Sharleen Klennert, Treasurer, Chet Ross, Co-Chair, Dag Knudsen, member and newly elected member Seth Tentis

Staff Present: Terri Peters, District Manager

Others Present: Adan Beilke, BWSR, John Benjamin, NRCS, Bob Walkes, County Commissioner, Jen Wahls, Landscape Connections LLC, Frank Klennert, citizen

II. PLEDGE ALLEGIANCE

Welcome Seth Tentis to the Wabasha SWCD Board for District 4

Everyone introduced themselves to Seth.

III. AGENDA

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

Affirmative: Klennert, Ross, Knudsen, Zabel

Opposed: None

Motion Carried

Jen Wahls on the phone to read the Doughnut and Door Prize Resolution

A. The Doughnut and Door Prize Resolution – Board Action

(For Wabasha County Forestry Day, February 17, 2023)

Motioned by Klennert and seconded by Knudsen to approve the doughnut and door prize resolution \$100.00 for doughnuts and 100 trees for door prizes.

Affirmative: Klennert, Ross, Knudsen, Zabel

Opposed: None

Motion Carried

B. SWCD donation to MN Forestry Association (MFA) to sponsor Forestry Day \$

-Board Action

Motioned by Sharleen and seconded by Knudsen to approve \$200.00 donation to the MN Forestry Association (MFA) to sponsor Forestry Day

Affirmative: Klennert, Ross, 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. 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)
- C. Travis Danckwart voucher payment for 19-Capacity-7 \$900.00 and 19-Capacity-8 \$900.00 for Final payments on Cover crops
(Funding Source FY19 Capacity)

Motioned by Klennert and seconded by Ross to approve the Consent Agenda.

Affirmative: Klennert, Ross, Knudsen, Zabel

Opposed: None

Motion Carried

NEW BUSINESS - MOVED UP

ELECTION OF SWCD BOARD OFFICERS for 2023 – Board Action

- i. Chairman –
Knudsen nominated and Ross seconded Lynn Zabel for Chairman
Affirmative: Klennert, Ross, Knudsen
Opposed: None
Motion Carried
- ii. Vice Chairman –
Klennert nominated and Knudsen seconded Chet Ross for Vice Chair
Affirmative: Klennert, Knudsen, Zabel
Opposed: None
Motion Carried
- iii. Secretary –
Ross nominated and Klennert seconded Dag Knudsen for Secretary
Affirmative: Klennert, Ross, Zabel
Opposed: None
Motion Carried
- iv. Treasurer –
Ross nominated and Knudsen seconded Sharleen Klennert for Treasurer
Affirmative: Ross, Knudsen, Zabel
Opposed: None
Motion Carried
- v. Member at large – Seth Tentis

VI. SECRETARY'S REPORT

A. December 15, 2022 Meeting Minutes – Board Action

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

Affirmative: Klennert, Ross, Knudsen, Zabel

Opposed: None

Motion Carried

VII. TREASURER'S REPORT – Board Action

A. December District Financial Statements

B. December Program Record

Motioned by Knudsen and seconded by Klennert to accept the December District Financial Statement and Program Record.

Affirmative: Klennert, Ross, Knudsen, Zabel

Opposed: None

Motion Carried

VIII. PAYMENT OF MONTHLY BILLS

A. Monthly Bills in the amount of \$110,214.66 - Board Action

Motioned by Klennert and seconded by Ross to approve Payment of the Monthly Bills in the amount of \$110,214.66

Affirmative: Klennert, Ross, Knudsen, Zabel

Opposed: None

Motion Carried

IX. DISTRICT REPORTS

A. Chair Report – Lynn Zabel report later on agenda.

B. County Commissioner – Bob Walkes

New County Attorney and New County Commissioner. New learning curve transition. Currently looking a short-range zoning and solar ordinances

C. District Manager Report – Terri Peters

Quarterly reports and end of year BWSR reports.

MPCA 319 grants

Gorman Creek project, bid out, receiving bids and choosing contractor

Redoing Staff Meeting – New goal sheet

WinLaC meeting. Public Hearing meeting tonight (1/26) in Winona SE Tech

1-25 JPB meeting and Manager's meeting

D. NRCS Report – John Benjamin – (in packet) *John went through his 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 (in packet)

H. BWSR Report – Adam Beilke

Tuesday the Government budget recommendations came out.

Watershed based funding that we currently have for the Zumbro, recommendation \$79 million for whole state. Funding for Winona La Crescent WinLaC

Soil health general funds \$12 million, Clean Water Fund \$27 million

Water storage practices \$17 million

These are recommendations and likely will get close to those numbers. Wait on legislative session.

If you have a chunk for soil health, be thinking about soil health practices, cover crops and other soil health practices to promote.

New Supervisor orientation meeting. High level orientation. Soil health practices and partners in the state. Try to set up something get idea of what date and time of day. Let Terri know who is interested.

I. Other agencies – None

X. **OLD BUSINESS**

A. Conservation Project – Lynn (open to any Supervisor for ideas)

Email from Clean River Partners. Want to do a soil chart of resources programs in SE MN. Conservation practices.

Adam said used to be Cannon River Watershed, nonprofit. Regionally based.

Alan Krause. Terri said she will respond and let him know what funds we have available.

B. Gorman Creek Construction

i. MOU with Trout Unlimited – Board Action/Signature

Motioned by Klennert and seconded by Ross to approve the MOU with Trout Unlimited.

Affirmative: Klennert, Ross, Knudsen, Zabel

Opposed: None

Motion Carried

ii. DNR Contract Amendment – Board Action

Motioned by Klennert and seconded by Ross to approve the DNR Contract Amendment.

Affirmative: Klennert, Ross, Knudsen, Zabel

Opposed: None

Motion Carried

iii. Contract with Danckwart Landscaping & Excavating for \$387,028.20 –

Board Action

Motioned by Klennert and seconded by Knudsen to approve the contract with Danckwart Landscaping & Excavating for \$387,028.20

Affirmative: Klennert, Ross, Knudsen, Zabel

Opposed: None

Motion Carried

- iv. Signature authority for Terri Peters to sign document for Gorman Creek electronically – **Board Action**
Motioned by Ross and seconded by Knudsen to give Signature authority for Terri Peters to sign document for Gorman Creek electronically. DNR Docu-Sign.
Affirmative: Klennert, Ross, Knudsen, Zabel
Opposed: None
Motion Carried

- C. 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 approve the 2023 meeting time at 8:15 am and dates as listed. Change December 21, revisit down the line if it needs to be revised.
Affirmative: Klennert, Ross, Knudsen, Zabel
Opposed: None
Motion Carried

XI. NEW BUSINESS

- A. 2023 Committee Appointments-**Board Action**
 - i. Personnel committee – **Lynn Zabel, Chet Ross**
 - ii. Finance Committee – **Sharleen Klennert, Chet Ross**
 - iii. Whitewater JPB – **Lynn Zabel**
 - iv. Zumbro 1W1P – **Dag Knudsen**
 - v. WinLaC 1W1P – **Lynn Zabel**
 - vi. SE SWCD Technical Support JPB – **Dag Knudsen**
 - vii. County Board Meeting Representative – This is a member of our board who will go to county meetings. – **Sharleen Klennert**
 - viii. Hiawatha Valley RC&D – **Dissolving****Motioned by Klennert and seconded by Ross to approve 2023 Committee Appointments as volunteered and discussed.**
Affirmative: Klennert, Ross, Knudsen, Zabel
Opposed: None
Motion Carried
- B. ELink Grant Reporting Signature Authority Resolution 01262023-1-**Board Action**
Motioned by Klennert and seconded by Knudsen to approve the ELink Grant Reporting Signature Authority Resolution 01262023-1
Affirmative: Klennert, Ross, Knudsen, Zabel
Opposed: None
Motion Carried
- C. Designation of Official Newspaper Resolution 01262023-2 (Lake City Graphic) – **Board Action**
Motioned by Knudsen and seconded by Ross to approve the Designation of Official Newspaper Resolution 01232023-2 (Lake City Graphic)
Affirmative: Klennert, Ross, Knudsen, Zabel
Opposed: None
Motion Carried

- D. Designation of Official Bank Depositories Resolution 01262023-3-**Board Action**
Motioned by Klennert and seconded by Knudsen to approve Designation of Official Bank Depositories Resolution 01262023-3
Affirmative: Klennert, Ross, Knudsen, Zabel
Opposed: None
Motion Carried
- E. Designation of Signatories for Bank Accounts Resolution 01262023-4 – **Board Action**
Motioned by Klennert and seconded by Knudsen to approve Designation of Signatories for Bank Accounts Resolution 01262023-4
Affirmative: Klennert, Ross, Knudsen, Zabel
Opposed: None
Motion Carried
- F. Supervisors Per Diem rates \$125.00. Supervisors and Staff Mileage .655 for 2023 Resolution 01262023-5- **Board Action**
Motioned by Klennert and seconded by Knudsen to approve the Supervisors Per Diem rate \$125.00. Supervisors and Staff Mileage rate .655/mile for 2023 Resolution 01262023-5
Affirmative: Klennert, Ross, Knudsen, Zabel
Opposed: None
Motion Carried
- G. Contract extension authority policy 1/26/2023
Motioned by Knudsen and seconded by Ross to approve the Contract extension authority policy 1/26/2023
Affirmative: Klennert, Ross, Knudsen, Zabel
Opposed: None
Motion Carried
- H. Operational Rules and Guidelines for 2023 – **Board Action/Each Supervisor sign**
Motioned by Klennert and seconded by Ross to approve the Operational Rules and Guidelines for 2023
Affirmative: Klennert, Ross, Knudsen, Zabel
Opposed: None
Motion Carried
- I. Bank Signatories – **Board Action – Delete this (bank signatories was 01262023-4)**
(Peoples State Bank will need a new signature card once we get Seth's information)
- J. Approve Budget – **Board Action**
Motioned by Klennert and seconded by Ross to Table approval of the budget until next month's meeting
Affirmative: Klennert, Ross, Knudsen, Zabel
Opposed: None
Motion Carried
- K. 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
Bruce Wood Cover Crop Contract# 19-Capacity-4 to be canceled

- L. Wabasha SWCD Local Cost Share Policy – **Board Action/Signature**
Motioned by Klennert and seconded by Ross to approve the Wabasha SWCD Local Cost Share Policy
Affirmative: Klennert, Ross, Knudsen, Zabel
Opposed: None
Motion Carried
- M. 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**
Motioned by Klennert and seconded by Ross to approve acceptance of the FY2023 State of MN BWSR Clean Water Fund SWCD Capacity Program P23-2522 \$124,566.00 and Buffer Law Implementation Program P23-2612 \$17,000.00 Grant Agreement.
Affirmative: Klennert, Ross, Knudsen, Zabel
Opposed: None
Motion Carried
- N. FY2023 State of MN BWSR Clean Water Fund Grant Agreement C23-3363 \$178,725.00 – **Board Action/Signature**
Motioned by Klennert and seconded by Ross to approve acceptance of FY2023 State of MN BWSR Clean Water Fund Grant Agreement C23-3363 for \$178,725.00.
Affirmative: Klennert, Ross, Knudsen, Zabel
Opposed: None
Motion Carried
- O. Brian Yotter AgBMP loan application for \$200,000.00
Till manure applicator to be purchased in 2023 - **Board Action/Signature**
Motioned by Ross and seconded by Knudsen to approve Brian Yotter AgBMP loan application for \$200,000.00
Affirmative: Klennert, Ross, Knudsen, Zabel
Opposed: None
Motion Carried
- P. Signature Authority for Terri Peters to sign all AgBMP Loan Applications electronically – **Board Action**
Motioned by Klennert and seconded by Ross to approve Signature Authority for Terri Peters to sign AgBMP loan applications up to \$200,000.00 to meet for loan requirements.
Affirmative: Klennert, Ross, Knudsen, Zabel
Opposed: None
Motion Carried
- Q. 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)
Motioned by Ross and seconded by Knudsen to approve Mike Haase Contract# 22-CS-2 in the amount of \$1,000.00 for 314 Brush Management
Affirmative: Klennert, Ross, Knudsen, Zabel
Opposed: None
Motion Carried

- R. 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)
Motioned by Knudsen and seconded by Ross to approve Amendment #1 for Contract# 22-Capacity-1 to include the landowner Ikkar Manor LLC which was originally omitted from the contract.
Affirmative: Klennert, Ross, Knudsen, Zabel
Opposed: None
Motion Carried
- S. 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)
Motioned by Ross and seconded by Klennert to approve Ikkar Manor LLC voucher payment in the amount of \$17,546.40 for Contract# 22-Capacity-1
Affirmative: Klennert, Ross, Knudsen, Zabel
Opposed: None
Motion Carried
- T. Hiawatha Valley RD&D Dissolving
Approved for \$200,000 grant but had to give it back. See when our last payment was to them and they are returning some of the money
- U. Data Collector Frontier Precision – GPS unit which requires cellular data connection cell phone/hot spot, add one cell phone–Equipment Estimates **Board Discussion**
Have funds to use from Capacity and Buffer. Can borrow the data collector from NRCS. Bob asked if it is something you could share with the Highway Dept. After discussion and options it was decided to purchase the R12
Motioned by Klennert and seconded by Ross to approve purchasing the R12 up to \$22,000.00 and using Capacity and Buffer funds.
Affirmative: Klennert, Ross, Knudsen, Zabel
Opposed: None
Motion Carried
- V. Legislative Briefing and Reception, March 7 and Day at Capitol March 8
(More information coming from MASWCD later)
- W. 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 – Dag ***Meeting coming up Feb. 7th.***
- C. WinLaC 1W1P – Lynn
- D. SE SWCD Technical Support JPB – Dag
Terri reported there are new officers. Updated agreements. Doing performance reviews. Evaluate needs and where to put staff time. Cell phone stipend. Pete talked about TSA workload. What kind of projects in the area. Chris Nelson talked about Tech Training. Forestry training
- E. County Board Meeting – Sharleen
- F. Hiawatha Valley RC&D – Lynn – ***Dissolved.***

XIII. Adjourn – Board Action

Motioned by Knudsen and seconded by Ross to adjourn the meeting at 10:45 am
Affirmative: Klennert, Ross, Knudsen, Tentis, Zabel
Opposed: None
Motion Carried

Respectively submitted by:

Dag Knudsen, Secretary

3:08 PM

02/14/23

Cash Basis

Wabasha Soil and Water Conservation District

Cash Balances

As of January 31, 2023

	Jan 31, 23
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	49,106.16
Money Market WNB Financial	7,406.66
Peoples State Bank Money Market	306,971.60
Petty Cash	71.02
WNB Financial	19,594.70
Total Checking/Savings	383,150.14
Total Current Assets	383,150.14
TOTAL ASSETS	383,150.14
LIABILITIES & EQUITY	0.00

Wabasha Soil and Water Conservation District

Balance Sheet

As of January 31, 2023

	Jan 31, 23
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	49,106.16
Money Market WNB Financial	7,406.66
Peoples State Bank Money Market	306,971.60
Petty Cash	71.02
WNB Financial	19,594.70
Total Checking/Savings	383,150.14
Accounts Receivable	
11000 · Accounts Receivable	45,777.69
Total Accounts Receivable	45,777.69
Total Current Assets	428,927.83
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	-92,727.59
Total Fixed Assets	26,360.32
Other Assets	
Prepaid Items	
Prepaid Rent	920.43
Total Prepaid Items	920.43
Total Other Assets	920.43
TOTAL ASSETS	456,208.58
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	26,518.88
Total Accounts Payable	26,518.88
Other Current Liabilities	
Allowance for Unemployment Reim	1,581.86
Deferred Revenue	
AIS	12,949.79
FY19 Capacity	1,800.00
FY20 Capacity	3,253.72
FY20 NACD TA Grant	19,980.88
FY20 State Cost share	2,336.70
FY21 Buffer Initiative	8,573.60
FY21 Capacity	16,740.48
FY21 State Cost Share	7,168.30
FY22 Buffer Initiative	16,867.12
FY22 Capacity	23,528.04
FY22 NACD TA Grant	60,673.11
FY22 State Cost Share	7,873.30
FY23 Conservation Delivery	19,619.00
FY23 LWM	14,177.00
FY23 State Cost Share	15,401.00
FY23 WCA	12,118.00

Wabasha Soil and Water Conservation District

Balance Sheet

As of January 31, 2023

	Jan 31, 23
Total Deferred Revenue	243,060.04
Deposit on Tree Sales	5,020.32
24000 · Payroll Liabilities	1,192.99
25500 · Sales Tax Payable	181.78
Total Other Current Liabilities	251,036.99
Total Current Liabilities	277,555.87
Total Liabilities	277,555.87
Equity	
Fund Balance- Restatement	47,943.10
Fund Balance Designated	31,903.30
Investment in Capital Assets	26,360.32
30000 · Opening Balance Equity	649.89
32000 · Owners Equity	149,539.20
Net Income	-77,743.10
Total Equity	178,652.71
TOTAL LIABILITIES & EQUITY	456,208.58

Wabasha Soil and Water Conservation District

Profit & Loss

January 2023

	Jan 23
Ordinary Income/Expense	
Income	
Charges for Services	
Plat Book Sales	35.00
Tree Sales	39.00
Total Charges for Services	74.00
Intergovernmental Revenues	
County	
County Regular Allocation	5,782.78
Total County	5,782.78
State	
FY21 Regnl DW for Private Wells	408.47
FY22-23 WAGZ	28,939.46
MAWQCP	23,452.47
Total State	52,800.40
Total Intergovernmental Revenues	58,583.18
Total Income	58,657.18
Gross Profit	58,657.18
Expense	
District Operations	
Other Services and Charges	
Building Rent	920.43
Employee Education and Training	100.00
Fees and Dues	9,453.05
Insurance Expenses	5,491.00
Internet Expense	79.66
Postage	171.25
Professional Expenses	
Audit Fees	5,775.00
Total Professional Expenses	5,775.00
Subs. and Pubs.	100.00
Vehicle Expenses	
Chevrolet Silverado Vehicle Exp	594.81
Hyundia Tucson Vehicle Expense	71.61
Total Vehicle Expenses	666.42
Total Other Services and Charges	22,756.81
Personnel Services	
Employee Salary Permanent	16,408.22
Employer Life and Health	
66000 · Payroll Expenses	8,690.40
Employer Life and Health - Other	22.00
Total Employer Life and Health	8,712.40
Employer Share FICA	1,171.30
Employer Share Medicare	273.93
Employer Share PERA	1,415.23
Worker's Comp Insurance	3,040.00
Total Personnel Services	31,021.08
Supplies	
Office Supplies	469.92
Total Supplies	469.92

Wabasha Soil and Water Conservation District

Profit & Loss

January 2023

	Jan 23
Total District Operations	54,247.81
Project Expenditures	
District	
Plat Book Expense	2.88
Total District	2.88
Federal	
319 Focus Small Wtrshd-W.Indian	1,300.00
Total Federal	1,300.00
State	
FY19 Capacity	1,800.00
FY20 Capacity	900.00
FY20 Gorman Creek Restoration	2,109.65
FY21 Regnl DW for Private Wells	596.20
FY22 Capacity	0.00
FY22 NACD TA Grant	20,533.46
MAWQCP Administration	23,049.31
North Fork Zumbro-Mazeppa	155.00
State Cost Share Proj. Expense	
FY20 State Cost Share Grant Exp	2,336.70
FY21 State Cost Share	7,168.30
Total State Cost Share Proj. Expense	9,505.00
Total State	58,648.62
Total Project Expenditures	59,951.50
Total Expense	114,199.31
Net Ordinary Income	-55,542.13
Other Income/Expense	
Other Income	
Interest Income	
Interest Earnings MM's	666.79
Total Interest Income	666.79
Total Other Income	666.79
Net Other Income	666.79
Net Income	-54,875.34

10:29 AM

02/22/23

Cash Basis

Wabasha Soil and Water Conservation District
Monthly Bills Listing
February 23 - 24, 2023

Type	Date	Num	Name	Memo	Account	Split	Paid Amount
Feb 23 - 24, 23							
Liability Check	02/23/2023	11780	Auditor/Treasurer of Wabasha County	Februay Insu...	WNB Financial	-SPLIT-	-7,230.04
Bill Pmt -Check	02/24/2023	11781	Emily Zanon	Smarter Tog...	WNB Financial	20000 · Accounts Payable	-206.95
Bill Pmt -Check	02/24/2023	11782	Frontier Precision	Trimble R12i ...	WNB Financial	20000 · Accounts Payable	-23,189.42
Bill Pmt -Check	02/24/2023	11783	HBC	February Inte...	WNB Financial	20000 · Accounts Payable	-79.66
Bill Pmt -Check	02/24/2023	11784	Mittel Schule, Inc.	March 2023 ...	WNB Financial	20000 · Accounts Payable	-920.43
Bill Pmt -Check	02/24/2023	11785	MN Dept of Natural Resources	500 White Sp...	WNB Financial	20000 · Accounts Payable	-216.00
Bill Pmt -Check	02/24/2023	11786	Office Depot		WNB Financial	20000 · Accounts Payable	-180.56
Bill Pmt -Check	02/24/2023	11787	Olmsted SWCD		WNB Financial	20000 · Accounts Payable	-602.02
Bill Pmt -Check	02/24/2023	11788	Paul Busch Auto Center, Inc.	Light on -Che...	WNB Financial	20000 · Accounts Payable	-52.50
Bill Pmt -Check	02/24/2023	11789	Rice- SWCD	MAWQCP Ex...	WNB Financial	20000 · Accounts Payable	-2,288.51
Bill Pmt -Check	02/24/2023	11790	SE MN Water Analysis Lab	2022 SDWG ...	WNB Financial	20000 · Accounts Payable	-533.00
Bill Pmt -Check	02/24/2023	11791	Stacy Miller	Final year co...	WNB Financial	20000 · Accounts Payable	-900.00
Bill Pmt -Check	02/24/2023	11792	Terri Peters (Expenses)	TSA and Mgr...	WNB Financial	20000 · Accounts Payable	-160.48
Bill Pmt -Check	02/24/2023	11793	Wabasha County Herald	Local Deliver...	WNB Financial	20000 · Accounts Payable	-54.00
Bill Pmt -Check	02/24/2023	11794	Wabasha County Highway Department	Silverado gas...	WNB Financial	20000 · Accounts Payable	-47.69
Bill Pmt -Check	02/24/2023	11795	What's Brewing	75 Donuts for...	WNB Financial	20000 · Accounts Payable	-94.00
Liability Check	02/24/2023	EFT	VSP Vision Care		WNB Financial	24000 · Payroll Liabilities	-64.04
Feb 23 - 24, 23							-36,819.30

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
- 18 Applications for CSP FY23 Classic in pending status
- FY23 CSP app ranking deadline May 19th
- FY23 CSP Classic Signup Deadline; was February 10th
- FY24 CSP Renewal application deadline; March 10th

EQIP (Environmental Quality Incentive Program)

- 22 Active EQIP contracts
- 26 Applications in pending status
- FY23 signup 1 Ranking deadline Feb 3rd
- 7 applications preapproved for funding

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)

- General sign up open Feb 27th to April 7th

Monthly Report – February 2023

Matt Kempinger

Training

- Began drone pilot license training

Projects

- Gorman Creek Construction Monitoring
- Communicated uncontracted project landowners regarding next steps
- Preliminary of 1 grade stabilization structure

Others

- Set up new survey gear
- Conservation Desktop – CSP and CRP work
- Assisted with creation of newsletter format and content
- Prepared potential mailing list options for newsletter
- Processed 1 WCA joint application
- Reviewed 1 tiling request for WCA
- Assisted 2 landowners with MAWQCP applications
- Answered general resource questions from public and assisted where possible

Work Summary – February 2023

Henry Stelten

Projects

- Office & site visits for grade stabilization structure project
- Site visits for feedlot fixes (x2)

Others

- Buffer Law maps completed for potentially non-compliant parcels
- Conservation desktop work for NRCS CSP contracts
- Newsletter entries drafted, formatting, and mailing & printing logistics
- Assistance with CSP work for NRCS
- Tree sale orders, customer assistance
- Planning for Envirothon 2023
- Conservation crates scheduling and delivery
- Early planning/outreach for 5th grade conservation field day
- Gorman drone flight
- Roller crimper request form developed

Training

- AgLearn modules for Conservation Planner Lvl 3
- Forestry practices and winter ID training with MN DNR

SUE

End of January submitted 1099's, W-2's and proof of
Health insurance 1095/1094's

Tree Orders – Tree Tracker
Plat Book Sales

Payroll
Set up direct deposit for HAS payments

Billings and payment receipts posting
Bank Reconciliations

USDA training course – Section 508

MAWQCP tie out to Minnesota Agriculture Dept – Budget/actual spreadsheet
Rice SWCD new funds and Freeborn through 2023

Adjusted Deferred revenue to 2022 program record
Checked ELink to try to find .10 cent difference

Minutes for January 26th board meeting
Upload items for Board Agenda and Packet for Feb. 24th meeting

Resolution to Submit, Adopt and Implement the WinLaC Comprehensive Watershed Management Plan

Whereas, the Wabasha County Soil and Water Conservation District (SWCD) entered into a planning Memorandum of Agreement to develop the Mississippi-Winona/La Crescent (WinLaC) Comprehensive Watershed Management Plan (Plan); and

Whereas, the Wabasha County SWCD has been an active participant on the WinLaC Policy Committee to oversee the development of the WinLaC Plan; and

Whereas, the WinLaC Policy Committee submitted the Plan for 60-day formal review on October 5th, 2022 and hosted a public hearing on January 26th, 2023; and

Whereas, all comments received during the 60-day review and public hearing have been addressed by the WinLaC Policy Committee; and

Whereas, the WinLaC Policy Committee recommended approval of the Plan to each of the participating boards and council at their January 26th, 2023 meeting; and

Whereas, Minnesota Statutes §103B.101, subd. 14 allows a comprehensive plan (or local water management plan) developed or amended, approved and adopted, according to chapter 103C (or 103B) to be replaced with a comprehensive watershed management plan but only to the geographic area of the Plan and consistent with the One Watershed, One Plan suggested boundary map; and

Now; Therefore, Be it Resolved, Wabasha County SWCD approves submission of the Plan to the Board of Water and Soil Resources (BWSR). Contingent on recommendation of Plan approval by the BWSR Southern Region Committee and subsequent BWSR approval (according to Minnesota Statutes §103B.801 and Board Resolutions #18-14 and #19-41), Wabasha County SWCD hereby adopts and will begin implementation of the approved Plan for the area of the county identified within the Plan. The approved Plan will replace the comprehensive plan (or local water management plan) for that geographic area of the county within the WinLaC for the duration of the state approved Plan.

CERTIFICATION

STATE OF MINNESOTA

WABASHA COUNTY SWCD

I do hereby certify that the foregoing resolution is a true and correct copy of a resolution presented to and adopted by Wabasha County SWCD at a duly authorized meeting thereof held on the 23rd day of February, 2023.

Lynn Zabel, Wabasha County SWCD Chair



WINLAC (MISSISSIPPI RIVER WINONA LA CRESCENT) COMPREHENSIVE WATERSHED MANAGEMENT PLAN JOINT POWERS AGREEMENT

This Joint Powers Agreement (the “Agreement”) is made and entered into by and between the following Parties effective on the date of the last signatory hereto (the “Effective Date”):

1. The Counties of Houston, Olmsted, Wabasha, and Winona, by and through their respective County Board of Commissioners (collectively the “Counties”); and
2. The Olmsted, Root River, Wabasha County, and Winona County Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors (collectively the “SWCDs”); and
3. The Stockton-Rollingstone-Minnesota City Watershed District (“SRMCWD”), by and through its respective Board of Managers; and
4. The City of Winona (the “City”), by and through their City Council;

(Collectively the above entities are referred to hereinafter as the “Parties”).

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

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

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

WHEREAS, the City is a municipal corporation of the State of Minnesota, with statutory authority to control, regulate and/or prevent stormwater pollution along with soil and sedimentation within its boundary, and to establish standards and specifications for conservation practices and planning activities that minimize stormwater pollution, soil erosion and sedimentation, pursuant to Minnesota Rules Chapter 7001 and 7090;

and with authority to carry out land use controls, pursuant to Minnesota Statutes Chapter 462 and as otherwise provided by law; and

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

WHEREAS, the Watershed planning area is depicted in Attachment A, which is incorporated herein by reference; and

WHEREAS, the Parties have jointly and cooperatively drafted a comprehensive watershed management plan for the Watershed (the “Mississippi River/La Crescent (WinLaC) Comprehensive Watershed Management Plan” or the “Plan”); and

WHEREAS, with respect to matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D, this Agreement does not change the rights or obligations of the Parties; and

WHEREAS, pursuant to Minn. Stat. Section 103B.101, Subd. 14, the Minnesota Board of Water and Soil Resources (“BWSR”) “may adopt resolutions, policies, or orders that allow a comprehensive plan, local water management plan, or watershed management plan, developed or amended, approved and adopted, according to chapter 103B, 103C, or 103D to serve as substitutes for one another or be replaced with a comprehensive watershed management plan.”; and

WHEREAS, pursuant to Minn. Stat. Section 103B.801, Subd. 6, it is understood by the Parties that the Plan does not supersede, replace, or supplant local land use planning, comprehensive planning, zoning, or other local authority or locally-adopted official controls. The Plan provides a framework for the Parties to cooperatively work together to implement activities identified in the Plan for addressing issues.

WHEREAS, the Parties have each adopted this Agreement for the specific goal of implementing the Plan pursuant to Minn. Stat. § 103B.801.

NOW, THEREFORE, the Parties agree as follows:

- 1 Name.** The Parties, by this Agreement, establish the Mississippi River/La Crescent (WinLaC) Policy Committee (the “Policy Committee”).
- 2 Purposes and Scope**
 - a. The Parties recognize the importance of partnerships to implement protection and restoration efforts in the Watershed on a cooperative and collaborative basis together under this Agreement pursuant to the legal authority contained in Minn. Stat. Section 471.59. The purpose of this Agreement is to collectively implement, as local government units, the WinLaC Comprehensive Watershed Management Plan while

providing assurances that decision-making spanning political boundaries is supported by in-writing commitments from participants.

b. This Agreement does not establish a Joint Powers Entity but sets the terms and provisions by which the Parties “may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised.” Minnesota Statutes § 471.59. This Agreement does not include a financial obligation, but rather an ability to share resources.

c. As is permitted under the joint exercise of power statute, Minn. Stat. Section 471.59, the Parties agree that under this Agreement, and as agreed upon and recommended by the Policy Committee, one or more of the Parties may exercise any power common to them on behalf of the participating Parties, for the above purposes and to provide services, such as providing day-to-day administrative duties and acting as fiscal agent for the Plan.

3. **Term:** This Agreement shall commence on the Effective Date, in consideration of BWSR operating procedures; and will remain in effect until canceled according to the provisions of this Agreement or earlier terminated by law.
4. **Adding Additional Parties:** A qualifying local unit of government located within the Watershed desiring to become a Party to this Agreement shall indicate its intent by adoption of a governing board resolution that includes a request to the Policy Committee to join the WinLaC Comprehensive Watershed Management Plan. The Party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee.
5. **Withdrawal of Parties:** A Party desiring to leave the membership of this Agreement shall indicate its intent, in writing, to the Policy Committee in the form of an official board resolution adopted by its governing body. Notice must be made at least 30 days in advance of leaving the Agreement. Any Party that leaves the membership of the Agreement remains obligated to comply with the terms of any grants the Plan has at the time of the Party’s notice to leave membership and is obligated until the grant has expired or has been closed out.
6. **General Provisions:**
 - a. **Compliance with Laws/Standards:** The Parties agree to abide by all Federal, State, or local laws; statutes, ordinances, rules and regulations now in effect, or hereafter adopted, pertaining to this Agreement, or to the facilities, programs, and staff for which the Agreement is responsible.
 - b. **Indemnification:** Each Party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other Party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable laws limiting liability of the Parties shall apply. To the full extent permitted by law, actions by the Parties, their

respective officers, employees, and agents, pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity”. It is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a), and does not create any liability or exposure of one Party for the acts or omissions of any other Party. Under no circumstances shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party. As set forth in Minnesota Statutes § 471.59, subd. 1a(b), only one tort liability cap limit will apply to the cooperative activity collectively. There shall be no stacking of tort cap limits. Nothing in this Agreement shall be construed to waive any immunities or limitations to which a Party is entitled under Minnesota Statutes Chapter 466 or otherwise.

- c. **Employee Status:** The Parties agree that the respective employees or agents of each Party shall remain the employees or agents of each individual respective Party, and each Party shall be responsible for the supervision and all costs and expenses for employment of their respective employees, including but not limited to salary, benefits, liability, damage to equipment, and workers’ compensation.
- d. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity’s adopted records retention schedules pursuant to Minn. Stat. Section § 138.17. The Parties further agree that records prepared or maintained in furtherance of this Agreement shall be subject to the Minnesota Government Data Practices Act. The records retention shall follow the then appointed Fiscal Agent’s schedule. In the event the Fiscal Agent changes during the term of this Agreement, all records pertaining to this Agreement in the possession or control of the outgoing Fiscal Agent shall be provided to the newly appointed Fiscal Agent within 30 days of the date the newly appointed Fiscal Agent undertakes such duties and responsibilities. At the time this Agreement expires, all records will be turned over to the then appointed Fiscal Agent for continued retention in accordance with applicable law.
- e. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- f. **Amendment:** The Parties may modify this Agreement upon approval by a majority vote of all of the Parties to the Agreement. Any amendment to this Agreement shall be in writing, adopted by each Party in the same manner as the original Agreement.
- g. **Termination:** This Agreement will remain in full force and effect until canceled by all Parties, unless otherwise terminated in accordance with other provisions of this Agreement. The Parties acknowledge their respective and applicable obligations, if any, under Minn. Stat. Section 471.59, Subd. 5 after the purpose of the Agreement has been Terminated.

- h. **Authorized Signatories.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement.
- i. **Governing Law.** The laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of laws principles.
- j. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.
- k. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- l. **Entire Agreement.** These terms and conditions constitute the entire agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- m. **Headings and Captions.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- n. **Force Majeure.** The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, public health pandemic, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event any Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the Party affected by force majeure shall give written notice with explanation to the other Parties immediately.
- o. **Recitals.** The recitals hereto are made a part hereof.

7. Administration:

- a. **Establishment of Committees for Implementation of the Plan:** Committees will be established to carry out the coordinated implementation of the Plan. The Parties agree to establish, under this Agreement, a Policy Committee, a Local Implementation Work Group and a Technical Advisory Committee.
- b. **Policy Committee:** The Parties agree to establish a Policy Committee for the purpose of

implementing the Plan. The Policy Committee will operate cooperatively and collaboratively, but not as a separate entity.

- i . Each governing body of a Party agrees to appoint one representative, who must be an elected or appointed member of each governing body to the Policy Committee.
 - ii . Each governing body of a Party may choose to appoint one alternate to serve on the Policy Committee in the absence of the primary representative. The alternate must be an elected or appointed member of the governing body.
 - iii . Each appointed member of the Policy Committee will serve as a liaison to their respective governing body, and act on behalf of their governing body in all matters before the Policy Committee. Policy Committee members agree to keep their respective governing bodies regularly informed on the implementation of the Plan.
 - iv . Each representative serving on the Policy Committee shall have one vote, subject to the authority delegated by their respective governing body. The alternate representative may only vote in the absence of the primary representative.
 - v . The Policy Committee will establish bylaws to describe the functions and operations of all committee(s). Once established, the Policy Committee will follow the bylaws adopted, and have the power to modify the bylaws.
 - vi . The Policy Committee will meet as needed, but no less than bi-annually, to decide on the implementation of the Plan.
 - vii . Each member of the Policy Committee, subject to the authority delegated by their respective governing body, shall have the authority to act on behalf of the Party they represent in all matters relevant to the implementation of the Plan, including but not limited to, the recommendations to approve grant applications, grant agreements, interim reports, payment of invoices, and entering into professional contracts. The Policy Committee shall also approve an annual work plan and annual budget consisting of an itemized statement of the Plan, revenues and expenses for the ensuing years, and shall be presented to the respective governing bodies that are represented on the Policy Committee.
- c . **Local Implementation Work Group:** The Parties agree to establish a Local Implementation Work Group, which shall consist of, but is not limited to, local staff, including local county water planners, local watershed district staff, local SWCD staff, and local city staff, for the purposes of logistical, and day-to-day operations in the implementation of the Plan. The Local Implementation Work Group shall prepare a draft annual work plan and budget consisting of an itemized statement of the Plan revenues and expenses for the ensuing calendar year which shall be presented to the Policy Committee for review at a duly noticed public meeting. The Local Implementation Work Group will meet as needed and as determined by its members.
- d . **Technical Advisory Committee:** The Policy Committee may appoint technical representatives to a Technical Advisory Committee to provide support and make recommendations on implementation of the Plan to the Policy Committee. The Technical Advisory Committee may consist of the Local Implementation Work Group, contacts from the State’s main water agencies, and/or Plan review

agencies, and area stakeholders. The Technical Advisory Committee will meet, as needed.

- 8. Implementation of the Plan:** The Parties agree to adopt and begin implementation of the Plan within 120 days of State approval of the Plan, and provide notice of Plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.
- 9. Fiscal Agent:** The Policy Committee shall select, annually, one of the Parties to this Agreement to be the Fiscal Agent for each source of funding received ("the Fiscal Agent"). The appointed Fiscal Agent shall perform the following functions on behalf of the Policy Committee:
 - a. Accept all fiscal responsibilities associated with any grant agreements executed by the Fiscal Agent for the implementation of the Plan;
 - b. Perform financial transactions, accounting and contract implementation for any executed grant agreements on behalf of the WinLaC Partnership;
 - c. Receive, manage, account, and deposit grant funds for the implementation of the Plan into a secure bank account;
 - d. Disburse grant funds and other funds to one or more Parties for implemented projects identified in the Work Plan;
 - e. Provide for strict accountability of all funds, report all receipts and disbursements, and annually provide a full and complete audit report of the grant funds and all other funds received;
 - f. Provide the Policy Committee with the records necessary to describe the financial condition of the grant agreement and all other funds received;
 - g. Include the grant information on the Fiscal Agent's website; and
 - h. Retain fiscal records consistent with the Fiscal Agent's records retention schedule as-required by law and as is ordinary custom and practice regarding the financial matters of local units of government.
- 10. Plan Administration:** The Policy Committee shall select, annually, one of the Parties to the Agreement to be the Day-to-Day Contact, being the point of contact for, and handling of the day-to-day administrative work, including but not limited to coordination of the Local Implementation Work Group on behalf of the Policy Committee. The selected Day-to-Day contact shall provide the following functions:
 - a. Accept all day-to-day responsibilities associated with the implementation of grants received for implementing the Plan, including being the primary contact for any grant agreements, and any reporting requirements associated with any grant agreements not otherwise stated;
 - b. Provide the Policy Committee with the records necessary to describe the implementation of the Plan;
 - c. Provide for proper public notice of all meetings of the Policy Committee;
 - d. Ensure that minutes of all Policy Committee meetings are recorded and made available in a timely manner to the Policy Committee, and maintain a file of all approved minutes including corrections and changes;
 - e. Retain records consistent with the Fiscal Agent's records retention schedule until termination of this Agreement (at that time, records will be turned over to the Fiscal Agent);
 - f. Perform any other duties to keep the Policy Committee, the Technical Advisory Committee,

and the Local Implementation Work Group informed about the implementation of the Plan.

- 11. Authorized Contact Persons:** The following persons will be the primary contacts for all matters concerning this Agreement (Said contacts shall have the authority to transmit instructions, receive instructions, and receive information for the purposes of this Agreement. Each Party reserves the right to substitute their authorized contact person at any time and shall notify the Fiscal Agent, Day-to-Day Contact and other Parties thereof):

Houston County
Donna Trehus, or her assigns
County Auditor/Treasurer
304 South Marshall Street
Caledonia, MN 55921
Telephone: (507)725-5815

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

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

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

Wabasha County
Michael Plante, or his assigns
County Administrator
625 Jefferson Avenue
Wabasha, MN 55981
Telephone: (651)565-3051

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

Winona County
Maureen Holte, or her assigns
Interim County Administrator
202 West Third Street
Winona, MN 55987
Telephone: (507)457-6355

Winona County SWCD
Wanda Anderson, or her assigns
District Administrator
400 Wilson St N, PO Box 39
Lewiston, MN 55952
Telephone: (507)523-2171, Ext. 112

Stockton-Rollingstone-Minnesota City
Watershed District
Machelle Frisbie, or her assigns
Watershed District Chair
PO Box 44
Rollingstone, MN 55969
Telephone: (507)410-1114

City of Winona
Chad Ubl, or his assigns
City Manager
207 Lafayette
City Hall
Winona, MN 55987
Telephone: (507)457-8234

12. Execution. This Agreement may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

Remainder of page intentionally left blank.

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

PARTY: **HOUSTON COUNTY**

APPROVED:

BY: _____
County Board Chair Date

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

APPROVED AS TO FORM

BY: _____
County Attorney Date

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

PARTY: ROOT RIVER SOIL AND WATER CONSERVATION DISTRICT

APPROVED:

BY: _____
Root River SWCD Board Chair Date

ATTEST: _____
Root River SWCD Manager

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

PARTY: OLMSTED COUNTY

APPROVED:

BY: _____
County Board Chair Date

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

APPROVED AS TO FORM

BY: _____
County Attorney Date

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

PARTY: **OLMSTED SOIL AND WATER CONSERVATION DISTRICT**

APPROVED:

BY: _____
Olmsted SWCD Board Chair Date

ATTEST: _____
Olmsted SWCD Manager

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

PARTY: **WABASHA COUNTY**

APPROVED:

BY: _____
County Board Chair Date

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

APPROVED AS TO FORM

BY: _____
County Attorney Date

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

PARTY: **WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

APPROVED:

BY: _____
Wabasha County SWCD Board Chair Date

ATTEST: _____
Wabasha County SWCD Manager

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

PARTY: **WINONA COUNTY**

APPROVED:

BY: _____
County Board Chair Date

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

APPROVED AS TO FORM

BY: _____
County Attorney Date
Karin L. Sonneman

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

PARTY: **WINONA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

APPROVED:

BY: _____
Winona County SWCD Board Chair Date

ATTEST: _____
Winona County SWCD Manager

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

PARTY: **STOCKTON-ROLLINGSTONE-MINNESOTA CITY WATERSHED DISTRICT**

APPROVED:

BY: _____
SRMCWD Board Chair Date

ATTEST: _____
SRMCWD Secretary

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

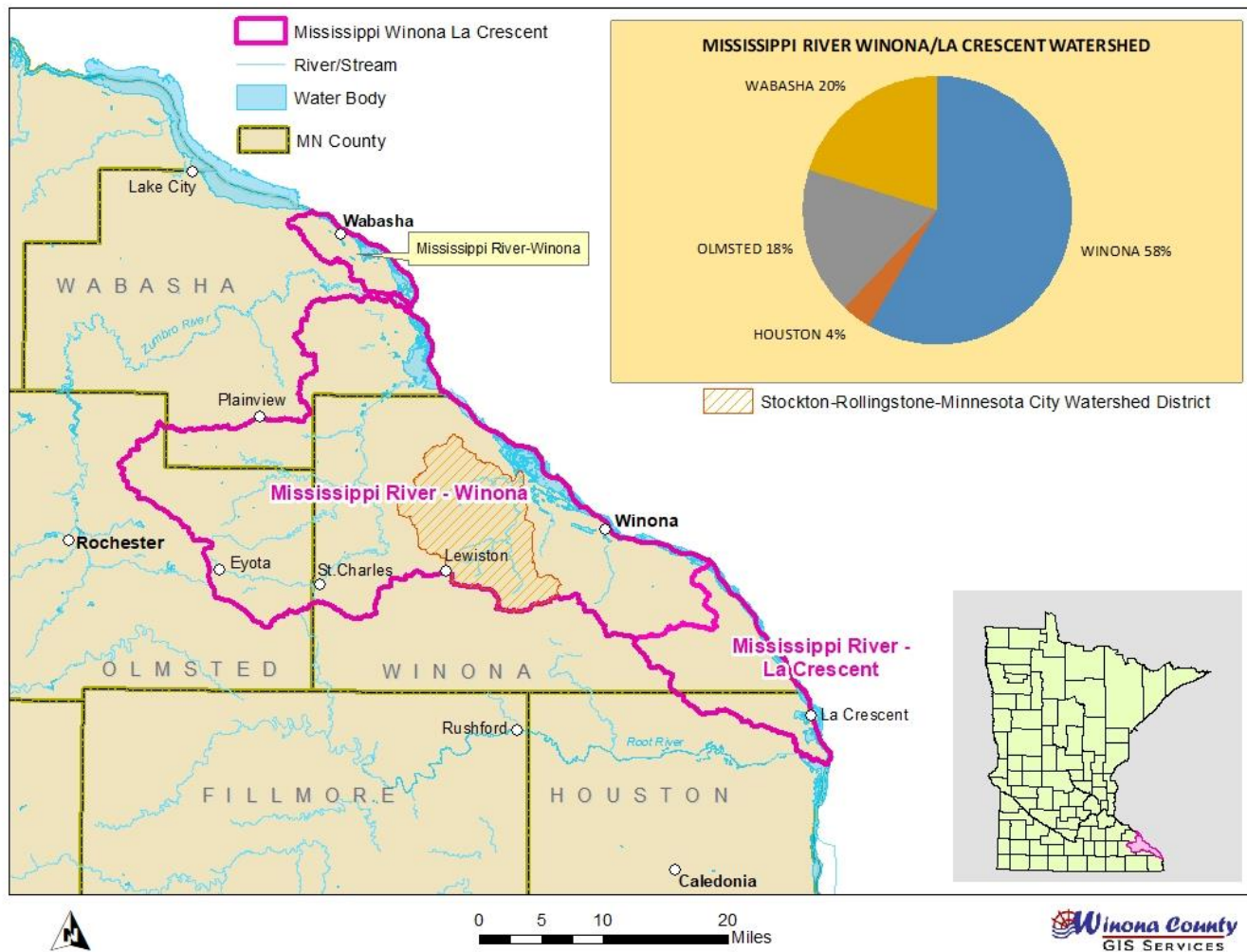
PARTY: **CITY OF WINONA**

APPROVED:

BY: _____
Mayor Date

ATTEST: _____
City Clerk

Attachment A



OLMSTED COUNTY SOIL AND WATER CONSERVATION DISTRICT CONTRACT FOR SERVICES

This contract is between Olmsted County Soil and Water Conservation District (SWCD), 2122 Campus Drive SE, Suite 200, Rochester, MN 55904 ("SWCD") and Wabasha Soil and Water Conservation District, 611 Broadway Ave. #10 Wabasha, MN 55981 ("CONTRACTOR").

Recitals

1. The SWCD has received funding through a State of Minnesota Joint Powers Agreement, acting through its Pollution Control Agency ("State") under Minn. Stat. § 471.59, subd. 10, in which the State is empowered to engage such assistance as deemed necessary. The State is in need of assistance from local partners in monitoring sites that are designated as high priority and in need of water chemistry monitoring utilizing Surface Water Assessment Grants (SWAG) that support Minnesota's condition monitoring strategy for lakes and streams.
2. The CONTRACTOR represents that it is duly qualified and agrees to provide the services described in this contract.

Contract

1 Term of Contract

- 1.1 **Effective date:** March 1, 2023, or the date that all required signatures are obtained, whichever is later.
- 1.2 **Expiration date:** February 15, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contingency

Award of this contract is contingent upon the SWCD's obtaining funds awarded by the State of Minnesota acting through its MPCA.

3 Certification

By entering into this contract, the CONTRACTOR certifies that it will comply with the conditions of the applicable provisions of the State of Minnesota Joint Powers Agreement Number 00139433.

4 Scope of Work

Wabasha SWCD (CONTRACTOR) will provide the following services at the compensation shown per the work plan submitted to MPCA:

- Wabasha Primary Sampler will assist with water quality sampling at five Zumbro River Watershed Sites 172.5 hours x \$54.18/hour = \$9346.05
- Wabasha Manager will assist with the collection of water samples 25 hours x \$73.60/hour = \$1840.00
- Wabasha Admin will assist with the collection of water samples 8 hours x 54.79/hour = \$438.32
- Fleet: 1010 miles/year x 2 years x \$0.655/mile = \$1323.10
- Equipment/Consumables: \$2668.58 (see final budget for itemized list)

5 Payment

The SWCD will be invoiced by the CONTRACTOR for all services performed by the CONTRACTOR under this contract as outlined in the attached work plan. Payment will be made quarterly based upon the amount of work completed with final payment contingent on the submittal of the final report which will summarize the activities completed and the results.

The total obligation of the SWCD for all compensation and reimbursements to the CONTRACTOR under this contract shall not exceed \$15,891.05

6 Authorized Representatives

The SWCD's Authorized Representative is Skip Langer, Olmsted SWCD Manager, or his successor. The CONTRACTOR'S Authorized Representative is Terri Peters, Wabasha SWCD Manager, 611 Broadway Ave. #10 Wabasha, MN 55981, (651) 565-4673, or her successor.

7 Independent Contractor

The CONTRACTOR is an independent contractor and not an employee of the SWCD and is responsible for maintaining its own insurance.

8 Amendments, Waiver, and Contract Complete

5.1 **Amendments.** Subject to prior written approval by the SWCD, the CONTRACTOR may modify the Scope of Work listed under item 4 above. Modifications to the Scope of Work and any other amendments to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

5.2 **Waiver.** If the CONTRACTOR fails to enforce any provision of this contract, that failure does not waive the provision or his right to enforce it.

5.3 **Contract Complete.** This contract contains all negotiations and agreements between the CONTRACTOR and the SWCD. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

9 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

10 Government Data Practices

The SWCD must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the CONTRACTOR under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the SWCD or the CONTRACTOR.

11 Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from both the SWCD and the CONTRACTOR.

12 Audit

Under Minn. Stat. § 16C.05, subd. 5, the SWCD's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

Either party may terminate this contract at any time, with or without cause, upon 30 days' written notice to the other party. Contracted duties already in progress will be completed and all eligible project costs incurred for the economic analyses already in progress at termination will be reimbursed.

1. OLMSTED COUNTY SWCD (SWCD)

By: _____

Title: Olmsted SWCD Board Chair_____

Date: _____

2. WABASHA SWCD (CONTRACTOR)

By:

—

Title: Wabasha SWCD Board Chair_____

Date:

FY23 SWAG

Cost proposal

Surface Water Assessment Grant (SWAG)

Doc Type: Application
wq-s1-65h (Revised 9/2/21)

Budget item	Objective 1	Objective 2	Objective 3	Total budget
	Monitoring	Data Mgmt.	Oversight	
Objective title: <i>(Brief title of each objective listed)</i>				

Personnel: wages and benefits *(including indirect overhead costs)*

Staff #1: District Manager No. of hours 25 @ Hourly rate \$73.60	\$956.80	\$147.20	\$736.00	\$1,840.00
Staff #2: District Technician No. of hours 172.5 @ Hourly rate \$54.18	\$8,099.91	\$1,246.14		\$9,346.05
Staff #3: Natural Resources Conservation Tech No. of hours _ @ Hourly rate \$55.35				\$0.00
Staff #3: Bookkeeper No. of hours 8 @ Hourly rate \$54.79			\$438.32	\$438.32
Total FTE*:				

Laboratory analyses**:				\$0.00
Mileage*** 2020 Miles @ 0.655 /mile	\$1,323.10			\$1,323.10
Shipping				\$0.00
Equipment and supplies	\$2,668.58			\$2,668.58
Meals	\$275.00			\$275.00
Column total:	\$13,323.39	\$1,393.34	\$1,174.32	\$15,891.05

*FTE = Total Project Hours/2088

**Current Sampling and Laboratory Services Master Contract Rates shall not be exceeded.

***Must be billed at current Commissioner's Plan rate



2023 Estimated Wabasha SWCD Budget

District Fund Carryover from 2022		District Reserve Fund (meets 6 month fund balance recommendation)	\$339,222.99	\$0.00
Charges For Services: Income				
	Roller Crimper Rental		\$1,000.00	
	Tree Sales		\$10,000.00	
	Wetland Application Fees		\$1,000.00	
	Plat Book Sales		\$300.00	
	Total Charges for Services: Income			\$11,300.00
Intergovernmental Revenues anticipated and existing funds for applicable expenses:				
	County			
		County Regular Allocation	\$125,500.00	\$125,500.00
	State - Pass through from County			
	Natural Resource Block Grants	Local Water Management - Natural Resource Block Grant	\$14,177.00	
		Wetland Conservation Act - Natural Resource Block Grant	\$12,118.00	
		Total pass through funds		\$26,295.00
	State			
		FY2020 State Cost Share (balance)	\$2,336.70	
		FY2021 State Cost Share (balance)	\$7,168.30	
		FY2022 State Cost Share (balance)	\$7,873.30	
		FY2023 State Cost Share (received/balance)	\$15,401.00	
		FY23 Conservation Delivery (received/balance)	\$19,619.00	
	balance of deferred revenue	FY2019 Local Capacity Services	\$1,800.00	
	balance of deferred revenue	FY2020 Local Capacity Services	\$3,253.72	
	balance of deferred revenue	FY2021 Local Capacity Services	\$16,740.48	
	balance of deferred revenue	FY2022 Local Capacity Services	\$23,528.04	
		FY2023 Local Capacity Services	\$119,699.00	
		2021 Buffer and Soil Loss Initiative	\$17,200.00	
		2022 Buffer and Soil Loss Initiative	\$17,200.00	
		2023 Buffer and Soil Loss Initiative	\$17,200.00	
		FY2023 Soil Health Cost Share	\$14,175.00	
		Easement Delivery (RIM inspections)	\$1,650.00	
	Total 2023-2024 \$15891.05	Zumbro SWAG	\$15,891.05	
	Pass through outreach-Jen Wahls	DNR Forestry Grant	\$5,000.00	

	Total grant amendment of \$425,148 for 2022 and 2023. Added to original grant of \$409,352. Regional admin.	MAWQCP Grant Admin.	\$297,104.32	
	Reimbursable and could include activity over 2022-23	2022-23 WAGZ watershed based	\$101,471.15	
	unknown	2023-24 WinLac watershed based		
	fiscal agent for project over 3 years-reimbursable by DNR (1st phase to start June 2020. Engineering services 2020.	Gorman Creek-remaining in DNR contract.	\$437,434.00	
	Will commence 2025, 2026, 2027 (\$5,000/yr. reimbursable)	TU contract placeholder-Gorman Maintenance		
	Total grant \$178,725 (anticipate 1st 50% in 2023)	FY2023 West Indian Creek Watershed Restoration and Protection Grant (CWF Competitive Grant)	\$178,725.00	
		Volunteer Nitrate Monitoring Network (VNMN) - SE MN WRB	\$952.00	
		Program bridge funds	\$12,949.79	
	Remaining work is developing stories for Smarter Together website (Habitat for Humanity/Nancy North)	WinLac Chloride Monitoring Grant	\$4,673.68	
	Administering within Greater Zumbro watershed (MDH Accelerated Implementation Grant)	Safe Drinking Water Phase 2	\$46,012.93	
		Total State Revenue		\$1,367,680.16
	Other-Partners Federal Dollars			
	remaining is for CSP assistance	2020 NACD	\$20,838.73	
	manage funds for TSA staff work	2022 NACD	\$93,458.16	
	covers multiple years-need 40% match from non-federal sources. MRBI request also approved and special EQIP funds are available for projects. (\$325,000+ annually) (\$283,530.15 remaining after 2022-reimbursable)	319 Focus Small Watershed-West Indian	\$283,530.15	
	DNR passthrough, build on past TNC/DNR outreach work	Lower Zumbro Outreach-FEMA	\$28,736.25	
		CRP	\$7,200.00	
	Passthrough Outreach Jen Wahls	Wild Turkey Federation	\$2,500.00	
		Total Other Revenue		\$283,530.15
	Miscellaneous Revenue:			
		Interest Earnings MM's	\$6,000.00	
		Total Misc. Revenue		\$6,000.00
	TOTALS-Revenue:			
		Total Revenue and Program funds for 2023	\$1,991,416.75	

	Total Grant \$320,705.50 (\$37,175.35 spent in 2022)	319 Focus Small Watershed (anticipated for future years spending)	(\$189,020.10)	
	Total grant \$178,725 (anticipate 1st 50% in 2023)	FY2023 West Indian Creek Watershed Restoration and Protection Grant (future funds available when 1st 50% is reported spent)	(\$89,362.00)	
	Does not include fund balance	Total Budget 2023	\$1,713,034.65	
District Operations: Anticipated Expenses				
	Capital Expenses		\$10,000.00	
		Variability accounting for program timing	\$22,838.73	
		Advertising, Newsletter, Promo, and Posting Expense	\$6,000.00	
		Building Rent	\$12,000.00	
		Conferences and Conventions	\$7,000.00	
		Education and Information	\$5,000.00	
		Employee Education and Training	\$6,305.01	
	May be charged to specific programs	Employee Expenses	\$1,000.00	
	May be charged to specific programs	Employee Mileage	\$1,500.00	
		Equipment Maintenance	\$1,000.00	
		Fees and Dues	\$13,000.00	
		Insurance Expenses (MCIT)	\$6,000.00	
		Internet Expenses	\$1,200.00	
		Field and Office Supplies	\$3,000.00	
		Postage	\$1,000.00	
		Professional Expenses	\$3,000.00	
		Contracted Services/Other Services	\$8,000.00	
		Audit	\$6,175.00	
		Subs & Pubs	\$1,500.00	
		Supervisors Expenses	\$1,500.00	
		Supervisors Mileage	\$2,500.00	
		Technology/Equipment	\$10,000.00	
		Unemployment Payment Budget item	\$2,000.00	
		Vehicle Expense	\$5,000.00	
		Additional Personnel Expenses (Intern, staff expense changes, etc.)	\$20,000.00	
		Other Services and Charges	\$3,650.00	
	Personnel Services	TOTAL		\$160,168.74
		Employee Salary Permanent	\$256,594.32	
		Employer Health, Dental, Life	\$83,499.84	
		Employer Dental Insurance	\$1,577.28	
		Employer Life Insurance	\$264.00	
	6.20%	Employer Share FICA	\$15,908.85	
	1.45%	Employer Share Medicare	\$3,720.62	
	7.50%	Employer Share PERA	\$19,244.57	
		Supervisors Compensation	\$13,000.00	

		TOTAL		\$393,809.48
Program Expenditures:				
	District			
		Roller Crimper Storage and Trailer fee	\$350.00	
		Tree Expense	\$7,700.00	
	State			
		FY2020 State Cost Share (balance)	\$2,336.70	
		FY2021 State Cost Share (balance)	\$7,168.30	
		FY2022 State Cost Share (balance)	\$7,873.30	
		FY2023 State Cost Share (received/balance)	\$15,401.00	
		FY2019 Local Capacity Services	\$1,800.00	
		FY2020 Local Capacity Services	\$3,253.72	
		FY2021 Local Capacity Services	\$16,740.48	
		FY2022 Local Capacity Services	\$23,528.04	
		FY2023 Local Capacity Services	\$30,000.00	
		FY 23State Cost Share Payments	\$12,320.80	
		2023 Buffer and Soil Loss Initiative	\$3,000.00	
		FY2023 Soil Health Cost Share	\$11,500.00	
	Total 2023-2024 4266.68 for equipment, mileage, supplies, meals	Zumbro SWAG	\$3,467.63	
	Pass through outreach-Jen Wahls	DNR Forestry Grant	\$5,000.00	
	agreements/payments to regional partners	MAWQCP Grant Admin. - Costs Paid to other districts as reimbursable.	\$233,193.10	
	encumbered projects	2022-23 WAGZ watershed based	\$75,249.50	
	unknown	2023-24 WinLac watershed based		
	payment 387,028.20 (Danckwart 2023 and 2024), up to \$26,657 TSA staff over 2023-24	Gorman Creek	\$411,928.20	
	Will commence 2025, 2026, 2027 (\$5,000/yr. reimbursable)	TU contract placeholder-Gorman Maintenance		
	projects and outreach	FY2023 West Indian Creek Watershed Restoration and Protection Grant (CWF Competitive Grant)	\$40,000.00	
	Adminstering within Greater Zumbro watershed (MDH Accelerated Implementation Grant)	Safe Drinking Water Phase 2	\$45,000.00	
	contract with Habitat for Humanity	WinLac Chloride Monitoring Grant	\$3,787.50	
	Other Partners			
	manage funds for TSA staff work	2022 NACD	\$91,458.16	
	covers multiple years-need 40% match from non-federal sources - expenditures estimate for 1st year	319 Focus Small Watershed-West Indian	\$107,000.00	
	Outreach and LO survey cost	Lower Zumbro Outreach-FEMA	\$13,736.25	
	Passthrough Outreach Jen Wahls	Wild Turkey Federation	\$2,500.00	
		Total Program Expenses		\$1,159,056.43

		Total Expenditures 2023	\$1,713,034.65	\$1,713,034.65
		Total Revenues 2023	\$1,713,034.65	
		Difference	\$0.00	