

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
March 23, 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. Peter Klapperich voucher payment for Contract# 19-DWP-CC-1 in amount of \$900.00 for final year practice 340 cover crops.
(Funding source Drinking Water Protection in SE MN 2019 Grant ID C19-2811)
 - B. Jon Steffenhagen AgBMP Loan Application – Septic drain field replacement
\$25,000.00
- VI. SECRETARY’S REPORT**
 - A. February 24, 2023 Meeting Minutes – **Board Action**
- VII. TREASURER’S REPORT – Board Action**
 - A. February District Financial Statements
 - B. January Program Record - Informational
- VIII. PAYMENT OF MONTHLY BILLS**
 - A. Monthly Bills in the amount of \$10,267.48 - **Board Action**
- IX. DISTRICT REPORTS**
 - A. Chair Report – Lynn Zabel
 - B. County Commissioner – Bob Walkes
 - C. District Manager Report – Terri Peters

- D. NRCS Report – John Benjamin – (in packet)
- E. District Technician Report- Matt Kempinger (in packet)
- F. Natural Resources Conservation Technician Report – Henry Stelten
- G. Bookkeeper/Administrative Assistant -Sue Cerwinske (in packet)
- H. BWSR Report – None
- I. Other agencies – None

X. OLD BUSINESS

- A. Conservation Project – Lynn (open to any Supervisor for ideas)
- B. Update on Legislative Day – **Informational**
- C. West Indian Creek Outreach Update – **Informational**

XI. NEW BUSINESS

- A. Approve Contract for Services between Wabasha Soil and Water Conservation District and Jennifer Wahls, Landscape Connections LLC for 2023 – **Board Action/Signature**
- B. Approve Patricia Livingston Contract# 2023WAGZ-WC-001 in the amount of \$860.72 for 412 Grassed Waterway – Board Action
(Funding Source 2023 Greater Zumbro Watershed Based Funding)
- C. Approve purchase of ArcGIS Professional Basic Software \$765.00/yearly. Will be an operational expense– **Board Action**
- D. 226484 Wabasha SWCD Landowner Survey Lower Zumbro Grant Agreement
 - i. Federal Subrecipient Grant Agreement Wabasha SWCD
 - ii. Attachment A FEMA Grant Contract Agreement
 - iii. Attachment B Conflict of Interest for Grantees Wabasha SWCD
 - iv. Attachment C Work Plan
 - v. Attachment D Budget Detail
 - vi. Attachment E MN Subrecipient Handbook
- E. Approval for Terri Peters to move ahead with a separate contract with Jen Wahls based on the work plan – **Board Action**
- F. Upland Storage Cleanout Bill at Legislature - **Informational**
- G. Upcoming Events:
 - i. April tree delivery – No date yet.
 - ii. 5th Grade Conservation Day. Tuesday, May 9th, 2023

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

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 19-DWP-CC-1	Other state or non-state funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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*If a contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name Peter Klapperich	Address 65346 410th Ave	City/State Mazeppa	Zip code 55956
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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: Chester	Township No: 110	Range No.: 14	Section No. 15, 26	1/4, 1/4
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Contract Information

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

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

340 cover crops on 30 acres for 3 years installed by 11/1/20, 11/1/21, 11/1/22
5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/1/20, 11/1/21, 11/1/22, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier's signature indicates agreement to:

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

Date	Land Occupier
02/19/20	P. D. K. L. J.
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	Engineered Practice:	<input type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate
	Ecological Practice:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
340 Cover Crops			\$2,700.00

Technical Assessment and Cost Estimate

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

Date	Technical Assistance Provider
2-12-2020	J. Wahls JAA3

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
\$2,700.00	Drinking Water Protection in SE MN 2019 Grant ID C19-2811	2019

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

Lynette H. Emerud
651-267-3345
lynetteemerud@ffmbank.com

	DEPARTMENT OF AGRICULTURE	Minnesota Department of Agriculture 625 Robert St. N., St. Paul, MN 55155-6120 www.mda.state.mn.us/agbmploans
Agricultural Best Management Practices Loan Program 651-201-6618 Fax: 651-201-6109 email: AgBMP.Loans@state.mn.us		

AgBMP LOAN APPLICATION

County: Wabasha

(Required for all applications) Borrower Information: (One) First Name: Jon (One) Last Name: Steffenhagen (optional) Company: _____

Street Address: 70613 County Road 4

City: Lake City State: MN Zip: 55041

Telephone: (651) 345-4674

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

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

Brief description of what will be purchased or constructed and how it helps water quality: <u>Septic drain field replacement</u>	
Well Eligibility	Does this project implement Drinking Water Standards? <input type="checkbox"/> Does this project eliminate Groundwater Pollution? <input checked="" type="checkbox"/>
<input type="checkbox"/> Is this application for a city, town, or other municipality? <input type="checkbox"/> Is this application for a facility with an Industrial Waste Permit?	

PLS	
Township #:	<u>Lake III</u>
Range:	<u>12</u>
Section:	<u>14</u>
OR	
Latitude:	Longitude:
OR	
Pin or Parcel #:	

LOCAL GOVERNMENT APPROVAL

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

Approved Loan Amount	\$	<u>25,000</u>
Estimated Total Project Cost (all sources)	\$	
Animal Units (Feedlot Improvements or manure handling equipment for facilities > 1000 AU that are not in the Mississippi watershed are ineligible)	Beginning:	<u>N/A</u> Ending: <u>N/A</u>
Primary Livestock	<input type="checkbox"/> Dairy <input type="checkbox"/> Beef <input type="checkbox"/> Swine <input type="checkbox"/> Other: <u>NONE</u>	
Primary Crops: Selection 1 Selection 2	Conservation Tillage Acres AFTER Project: <u>N/A</u>	Total Acres Farmed: <u>0</u> <u>N/A</u>
Approval Expiration and Other Restrictions		

Project Approved by: Jon Steffen Date: 3-22-2023

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

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

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

LENDER INFORMATION & LOAN TERMS

AgBMP Loan Request	\$	Check if Local Revolving Funds are used: <input type="checkbox"/> Funds will not be disbursed if checked.	
(Optional) Additional Request #	\$	Initials:	Date:
Number of payments per year:	<u>12</u>		
Total Number of Payments:			
Interest rate (if other 3%):	<u>3.00%</u>	(Optional) Balloon Payment Date:	
Lender Organization Name	<u>First Farmers & Merchants Bank</u>		
Lender Address			
Lender Signature:	Date:		

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

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

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

Meeting called to order @ 8:15 am by Lynn Zabel, Chair

Supervisors Present: Dag Knudsen, Secretary, Seth Tentis, member and Lynn Zabel, Chair

Staff Present: Terri Peters, District Manager

Others Present: Bob Walkes, County Commissioner. Katelyn Abts, AmeriCorps

On the Phone: Brian DeVetter, NRCS, Sue Cerwinske, Bookkeeper/Admin. Assistant

II. PLEDGE ALLEGIANCE

III. AGENDA

Motioned by Knudsen and seconded by Tentis to approve the Agenda as presented.

Affirmative: Knudsen, Tentis, 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. 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)

Motioned by Knudsen and seconded by Tentis to approve the Consent Agenda.

Affirmative: Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

VI. SECRETARY'S REPORT

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

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

Affirmative: Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

VII. TREASURER'S REPORT – Board Action

- A. January District Financial Statements

Motioned by Knudsen and seconded by Tentis to approve the Treasurer's Report as written.

Affirmative: Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

Note: Dag will like to sit down and go over Profit & Loss Statement. Sometime in the future have a better way to present the financials.

VIII. PAYMENT OF MONTHLY BILLS

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

Motioned by Knudsen and seconded by Tentis to approve Payment of the Monthly Bills in the amount of \$36,819.30.

Affirmative: Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

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

Motioned by Knudsen and seconded by Tentis to go directly to the old/new business action items.

Affirmative: Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

IX. DISTRICT REPORTS

- A. Chair Report – Lynn Zabel
- B. County Commissioner – Bob Walkes
Meetings for watersheds. Good to see WAGZ & WinLaC moving forward.
- C. District Manager Report – Terri Peters
Tie out 2022. Budget Planning. Newsletter - applied for Bulk mailing and Nonprofit1 Watershed meetings and planning.
- D. NRCS Report – John Benjamin – (in packet) – Updated
Brian DeVetter presented the NRCS report. Dag question - Does the report reflect on capacity? Brian answered that we are not maximizing available funding. Need to go through process of application and planning. Problems occur after engineers come up with a cost and it is not economically feasible for the producer to address the problem because of the expense. Brian stated that next year the Inflation Reduction Act will be putting a lot of money towards conservation in various farm bill programs. Dag questioned if there will be enough staff to meet the need? Brian answered that the National and State offices are working on filling positions. Lynn asked if some producers can't go forward with projects now, will new money next year help? Brian stated that the rate is decided at a regional scale. Not aware of changing the rates. Our staff is working on getting their JAA's so they can help out.
- E. District Technician Report- Matt Kempinger (in packet)
Gorman Creek Project is taking up most of Matt's time. Dag asked about tiling. Terri noted that there is no practice or cost share funding for tiling. Matt is our WCA Administrator. Matt needs to review and see if it falls under the wetland rule. We have no regulatory authority.
- F. Natural Resources Conservation Technician Report – Henry Stelten (in packet)
Working on newsletter. 20 acres, 1700 names. Nonprofit will be less for mailing, we could go to 10 acres, 2200 names. Also working on a Flyer for the Roller Crimper.
- G. Bookkeeper/Administrative Assistant -Sue Cerwinske (in packet)
- H. BWSR Report – None
- I. ***AmeriCorps –Katelyn Abts - Working out of our office until the end of July. Working with Urban Forestry projects in Lake City and also Wabasha and Plainview. Katelyn reported that she will be working on pruning, planting and watering trees. Working with Lake City Streets & Parks for grant for ash trees and Lake City Foresters with burial mounds. Working on education options, 5th grade Conservation Day. Contact with schools. Environmental Conservation cubes are out at schools right now.***

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**

Terri noted that this is going to the BWSR Board and they are moving it up to March. When it is approved implementation can start.

Motioned by Knudsen and seconded by Tentis to approve the Resolution to Submit, Adopt and Implement the WinLaC Comprehensive Watershed Management Plan.

Affirmative: Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

- B. WinLac (Mississippi River Winona La Crescent) Comprehensive Watershed Management Plan Joint Powers Agreement – **Board Action/Signature**

Motioned by Knudsen and seconded by Tentis to approve the WinLac (Mississippi River Winona La Crescent) Comprehensive Watershed Management Plan Joint Powers Agreement.

Affirmative: Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

- 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

Terri noted that this is for second round of stream monitoring. 2023/2024 is for the Zumbro. Olmsted administering grant through the MPCA.

Motioned by Knudsen and seconded by Tentis to approve the 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.

Affirmative: Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

- D. Budget Approval – **Board Action**

Terri talked about how funding can only be collected if staff works on them and report time to the funds. \$0 budget as we are nonprofit.

Motioned by Knudsen and seconded by Tentis to approve the Budget as presented with corrections sent to board members on February 23rd.

Affirmative: Knudsen, Tentis, Zabel

Opposed: None

Motion Carried:

- 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
Lynn reported that they had election of officers. Josh, Chair, Lynn, Vice-Chair, Bob, Secretary and Treasurer. Meeting on 3/14 at the fire hall. Producers and agronomist to work on nitrogen reduction.
- B. Zumbro 1W1P –Dag
Bob & Dag attended 2-9 meeting. Meeting quarterly. Dag reported that they had election of officers, stayed in place. The policy committee dealt with the request from Goodhue SWCD re: a waste storage facility. BWSR provided \$100,000 towards the \$462,121.45 project with a cost share of 60% (instead of the previous request for 75%) in the amount of \$177,272, and the owner covering the balance of \$184,848. The project was approved. Need to put efforts on management. Olmsted County voted against. 2 media programs last year. Monthly newsletter. They have a review of last year, presentation on website.
- C. WinLaC 1W1P – Lynn
Lynn reported that they discussed a tracking tool to show what progress project is making. Consensus for JPB to have something consistent that goes over the plans. More uniform.
- D. SE SWCD Technical Support JPB -Dag
Dag couldn't get on remote. Terri reported that they elected officers. Talked about the meeting with Leanne Buck and Sheila Vanney about Legislative efforts and direction going with lobbying. Pete Fryer talked about break down of the Counties % of time projects that staff worked on and training.
- E. County Board Meeting – Sharleen
Bob gave report earlier.

XIII. Adjourn – Board Action

***Motioned by Tentis and seconded by Knudsen to Adjourn the meeting at 9:14 am.
Affirmative: Knudsen, Tentis, Zabel
Opposed: None
Motion Carried***

Respectively Submitted by:

Dag Knudsen, Secretary

8:07 AM

03/03/23

Cash Basis

Wabasha Soil and Water Conservation District

Cash Balances

As of February 28, 2023

	Feb 28, 23
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	265,294.51
Money Market WNB Financial	7,406.66
Peoples State Bank Money Market	307,556.11
Petty Cash	62.20
WNB Financial	11,378.86
Total Checking/Savings	591,698.34
Total Current Assets	591,698.34
TOTAL ASSETS	591,698.34
LIABILITIES & EQUITY	0.00

Wabasha Soil and Water Conservation District

Balance Sheet

As of February 28, 2023

	Feb 28, 23
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	265,294.51
Money Market WNB Financial	7,406.66
Peoples State Bank Money Market	307,556.11
Petty Cash	62.20
WNB Financial	11,378.86
Total Checking/Savings	591,698.34
Accounts Receivable	
11000 · Accounts Receivable	21,559.77
Total Accounts Receivable	21,559.77
Other Current Assets	
12000 · Undeposited Funds	5,502.69
Total Other Current Assets	5,502.69
Total Current Assets	618,760.80
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	646,041.55
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	-38.66
Total Accounts Payable	-38.66
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	16,867.22
FY22 Capacity	23,528.04
FY22 NACD TA Grant	60,673.11
FY22 State Cost Share	7,873.30
FY23 Buffer Law Implementation	17,000.00

7:53 AM

03/08/23

Accrual Basis

Wabasha Soil and Water Conservation District

Balance Sheet

As of February 28, 2023

	Feb 28, 23
FY23 Capacity	124,566.00
FY23 Conservation Delivery	19,619.00
FY23 CWF - WIC	89,363.00
FY23 LWM	14,177.00
FY23 Soil Health-CS	14,175.00
FY23 State Cost Share	15,401.00
FY23 WCA	12,118.00
Total Deferred Revenue	488,164.14
Deposit on Tree Sales	8,105.49
24000 · Payroll Liabilities	1,192.99
25500 · Sales Tax Payable	475.16
Total Other Current Liabilities	499,519.64
Total Current Liabilities	499,480.98
Total Liabilities	499,480.98
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	149,539.10
Net Income	-109,835.14
Total Equity	146,560.57
TOTAL LIABILITIES & EQUITY	646,041.55

Wabasha Soil and Water Conservation District

Profit & Loss

February 2023

	Feb 23
Ordinary Income/Expense	
Income	
Charges for Services	
Plat Book Sales	996.22
Wetlands	200.00
Total Charges for Services	1,196.22
Intergovernmental Revenues	
Federal	
FY22 MPCA - Chloride Monitoring	1,400.35
Total Federal	1,400.35
State	
FY19 Regnl Drinking Water Prote	5,310.54
FY20 Gorman Creek Restoration	8,168.82
FY20 Whitewater Drinking Water	34.14
FY22-23 SDW - Phase 2	3,454.07
FY22 MDA Noxious Weed Grant	558.12
MAWQCP	6,235.81
North Fork Zumbro-Mazeppa	910.54
Total State	24,672.04
Total Intergovernmental Revenues	26,072.39
Total Income	27,268.61
Gross Profit	27,268.61
Expense	
District Operations	
Other Services and Charges	
Building Rent	920.43
Conferences and Conventions	200.00
Education and Information	561.21
Employee Education and Training	321.05
Employee Mileage	54.37
Internet Expense	79.66
Postage	0.06
Subs. and Pubs.	154.00
Vehicle Expenses	
Chevrolet Silverado Vehicle Exp	47.69
Hyundia Tucson Vehicle Expense	52.50
Total Vehicle Expenses	100.19
Total Other Services and Charges	2,390.97
Personnel Services	
Employee Salary Permanent	18,086.86
Employer HSA contributions	1,750.00
Employer Life and Health	
66000 - Payroll Expenses	7,433.44
Employer Life and Health - Other	22.00
Total Employer Life and Health	7,455.44
Employer Share FICA	1,197.33
Employer Share Medicare	280.03
Employer Share PERA	1,446.73
Total Personnel Services	30,216.39
Supplies	
Office Supplies	191.29
Total Supplies	191.29

Wabasha Soil and Water Conservation District
Profit & Loss
February 2023

	Feb 23
Total District Operations	32,798.65
Project Expenditures	
District	
Tree Expense	216.00
Total District	216.00
Federal	
FY22 MPCA Chloride Monitoring	206.95
Total Federal	206.95
State	
FY20 Capacity	900.00
FY21 Buffer Law Implementation	2,963.00
FY21 Capacity	4,539.33
FY22-23 SDW - Phase 2	533.00
FY22-23 WAGZ	52.40
FY22 Buffer Law Implementation	5,687.09
FY22 Capacity	10,000.00
MAWQCP Administration	2,890.53
Total State	27,565.35
Total Project Expenditures	27,988.30
Total Expense	60,786.95
Net Ordinary Income	-33,518.34
Other Income/Expense	
Other Income	
Interest Income	
Interest Earnings MM's	941.15
Total Interest Income	941.15
Total Other Income	941.15
Net Other Income	941.15
Net Income	-32,577.19

<div>Blue=Share time charges</div> <div>Orange=Adjustment of program to reduce County Funds</div> <div>Green=Adjustment of Negative Programs with no funds coming to equal zero and reduce County/District funds.</div>		Balance of all cash on hand checking, savings, and investments.			Funds come primarily from fees for services, and tree sales.		
Date	Doc# / Details	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
1/1/2023	Beginning Balance			\$404,086.65			\$261,189.61
	GENERAL LEDGER ACCOUNTS			\$404,086.65			\$261,189.61
	Sales Tax Liability			\$404,086.65			\$261,189.61
	CD Cashed			\$404,086.65			\$261,189.61
	REVENUE ACCOUNTS			\$404,086.65			\$261,189.61
	Intergov. Rev. - County/Local/Private	5,782.78		\$409,869.43			\$266,972.39
	Intergov. Rev. - State	52,800.40		\$462,669.83			\$266,972.39
	Intergov. Rev. -Federal	\$32,000.00		\$494,669.83			\$266,972.39
	Charges for Goods & Services	\$2,769.73	\$2.88	\$497,436.68	\$2,769.73		\$269,742.12
	Interest - CD's			\$497,436.68			\$269,742.12
	Interest - Money Market	\$666.79		\$498,103.47	\$666.79		\$270,408.91
	Other	\$17,546.40	\$17,546.40	\$498,103.47			\$270,408.91
	EXPENDITURE ACCOUNTS			\$498,103.47			\$270,408.91
	Personnel Services		\$28,738.08	\$469,365.39		\$28,738.08	\$241,670.83
	District Operations		26,266.73	\$443,098.66		26,266.73	\$215,404.10
	Supplies			\$443,098.66			\$215,404.10
	Mileage			\$443,098.66			\$215,404.10
	Project Expense-Local/Private Partners			\$443,098.66			\$215,404.10
	Project Expense-State		38,115.16	\$404,983.50			\$215,404.10
	Project Expense-Federal		\$21,833.46	\$383,150.04			\$215,404.10
	Distribute Hours Worked			\$383,150.04			
1/31/2023	Ending Balance	\$111,566.10	\$132,502.71	\$383,150.04	\$3,436.52	\$55,004.81	\$209,621.32

			County allocation received in June and December Included LWM Levy and WCA match amounts: Total 2023 allocation \$125,500.			P23-5651, \$19,619 grant period 11/19/2021 to 12/31/2024 (The District records only administrative costs here, admin is recorded here as tracking tool of admin. Costs, once expended District/County funds are reduced)			Districts receive \$50/easement annually. Total \$1650		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
		\$73.90			(\$5,782.78)			\$19,619.00			\$0.00
			\$5,782.78								

P20-5254, \$15,401 grant period 08/27/2019 to 12/31/2022			P21-5344, \$15,401 grant period 08/27/2019 to 12/31/2022			P22-5741, \$15,401 grant period 11/19/2021 to 12/31/2024			P23-5831, \$15,401 grant period 11/19/2021 to 12/31/2024		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
		\$2,336.70			\$7,168.30			\$7,873.30			\$15,401.00
\$0.00	\$2,336.70	\$0.00	\$0.00	\$7,168.30	\$0.00	\$0.00	\$0.00	\$7,873.30	\$0.00	\$0.00	\$15,401.00

FY2019 \$100,000 P19-2416 Grant Period 10/23/2018 to December 31, 2021			FY2020 \$111,348 P20-7534 Grant Period 10/28/2019 to December 31, 2022			FY2021\$111,348 P21-2851 Grant Period 11/25/2020 to December 31, 2023		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
		\$1,800.00			\$3,253.72			\$16,740.48
\$0.00	\$1,800.00	\$0.00	\$0.00	\$900.00	\$2,353.72	\$0.00	\$0.00	\$16,740.48

FY2022 \$119,699 P22-6251 Grant Period 11/19/2021 to December 31, 2024			FY2022 \$124,566 P23-2522 Grant Period 01/26/2023 to December 31, 2025			P23-6445 \$14,177 grant period 11.24.2021 to 12/31/2024		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
		\$23,528.04						\$14,177.00
17546.4								
\$17,546.40	\$17,546.40	\$23,528.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,177.00

P22-6619 \$12,118 grant period 11/24/2021 to 12/31/2024			Program funds for gap period/staff transition carried forward			SWCD tech time and expenses. Invoice to MDA with other administrative billing for program. Quarterly billing for district staff.			Bill quarterly for work done - administered by Olmsted SWCD		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
		\$12,118.00			\$12,949.79			(\$3,660.91)			\$48.38
						3660.91					
\$0.00	\$0.00	\$12,118.00	\$0.00	\$0.00	\$12,949.79	\$3,660.91	\$0.00	\$0.00	\$0.00	\$0.00	\$48.38

FY2021 \$17,200 P21-2851 Grant Period November 25, 2020 to December 31, 2023			FY2022 \$17,000 P22-6251 Grant Period November 19, 2021 to December 31, 2024			FY2020 \$17,000 P23-2612 Grant Period January 26, 2023 to December 31, 2025			No funds unless we have easement in process		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
		\$8,573.60			\$16,867.22						\$0.00

Fiscal Agent for project Reimbursable through DNR Final Request for payment must be submitted on or before June 30, 2023			Bill MAWQCP for Olmsted staff and expenses, Wabasha staff and expenses, and area promo participants.			Administered by Filmore			Fiscal agent for stream restoration (DNR): Reimbursable through DNR		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
		\$755.54			\$689.55			(\$5,310.54)			(\$6,059.17)
			19,791.56								
\$155.00			\$23,049.31						\$2,109.65		
\$0.00	\$155.00	\$600.54	\$19,791.56	\$23,049.31	(\$2,568.20)	\$0.00		(\$5,310.54)	\$0.00		(\$8,168.82)

Managed by Whitewater JPB (we have sub-agreement)			Fiscal Agent for 4 County work on NRCS proejcts. EQIP TA billed by JPB engineering staff. CSP TA for local (Sue's time)			Fiscal Agent for 4 County work on NRCS proejcts. EQIP TA billed by JPB engineering staff.			Regional grant - reimbursable through Olmsted		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
		\$34.14			\$20,838.73			\$28,673.11			(\$408.37)
						\$32,000.00			\$408.47		
						\$20,533.46					
\$0.00		\$34.14	\$0.00		\$20,838.73	\$0.00		\$40,139.65	\$408.47		\$0.10

MPCA grant begin January 2022 reimbursable			319 MPCA grant begin January 2022 reimburseable			Implementation funds reimbursable through Goodhue SWCD (fiscal agent)			Knotweed Grant - Reimbursable		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
		(\$1,607.30)			(\$15,437.94)			(\$28,939.46)			(\$558.12)
						\$28,939.46					
			\$1,300.00								
\$0.00		(\$1,607.30)	\$0.00		(\$16,737.94)	\$28,939.46		(\$0.00)	\$0.00		(\$558.12)

MDH grant Administer for WAGZ planning area partners. Total grant \$50,000			Charge to Cons. Delivery, Capacity Admin Category or local (match tracking)			Outreach funds fiscal agent			C23-3363 CWF Competitive Award \$178,725 grant period 02/03/2023 to 12/31/2025		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
		(\$2,857.87)			\$0.00			\$0.00			\$0.00
\$596.20											
\$0.00		(\$3,454.07)	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00

[illegible]

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03/22/23

Cash Basis

Wabasha Soil and Water Conservation District

Monthly Bills Listing

March 23, 2023

Type	Date	Num	Name	Memo	Account	Paid Amount
Mar 23, 23						
Liability Check	03/23/2023	EFT	VSP Vision Care	Premium for April 1 - April 30, 2023	WNB Financial	-64.04
Liability Check	03/23/2023	11796	Auditor/Treasurer of Wabasha County		WNB Financial	-7,230.04
Bill Pmt -Check	03/23/2023	11797	Dennis Shea	Jan 1, 2023 - Dec 31,2023 Storage and Trailer Rental	WNB Financial	-350.00
Bill Pmt -Check	03/23/2023	11798	Franz Reprographics, Inc.	10-14-22 Invoice - Gorman Creek copies	WNB Financial	-56.90
Bill Pmt -Check	03/23/2023	11799	Goodhue County SWCD	2023 seed packets	WNB Financial	-509.00
Bill Pmt -Check	03/23/2023	11800	HBC	March Internet Services 3/02-4/01	WNB Financial	-79.66
Bill Pmt -Check	03/23/2023	11801	Mittel Schule, Inc.	April 2023 Rent	WNB Financial	-920.43
Bill Pmt -Check	03/23/2023	11802	Office Depot	Printer Ink HP61 combo and black	WNB Financial	-71.85
Bill Pmt -Check	03/23/2023	11803	SEMACDE	SE MACDE Spring meeting - Matt & Sue/Dues & Registration	WNB Financial	-50.00
Bill Pmt -Check	03/23/2023	11804	Terri Peters (Expenses)	March mileage expenses & meeting costs	WNB Financial	-319.00
Bill Pmt -Check	03/23/2023	11805	Wabasha County Highway Department	Feb. vehicle gas, Hyundai 18.84 gal, Silverado 18.40 gal	WNB Financial	-107.56
Bill Pmt -Check	03/23/2023	11806	WSB	N.Fork Zumbro - Professional Svs 1/1 - 1/31/2023	WNB Financial	-509.00
Mar 23, 23						-10,267.48

NRCS Field Office Report

3/23/23

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

EQIP (Environmental Quality Incentive Program)

- 22 Active EQIP **contracts**
- FY23 signup 1 ranking deadline was Feb 3rd
- 7 Applications approved for funding
- 6 Applications in approved status
- FY23 EQIP sign up 2 application deadline March 24th

IRA (Inflation Reduction Act Environmental Quality Incentive Program)

- FY23 application deadline March 24th
- 4 applications applicable and ranked
- Ranking deadline April 21st

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
- 5 new Continuous signups

Monthly Report – March 2023

Matt Kempinger

Training

- Completed drone pilot training and passed certification test
- Annual SE area technical staff meeting
- Began conservation planner training modules.

Projects

- Gorman Creek construction monitoring
- Helped farmers work with contractors to receive bids on designs.
- Preliminary design work on 1 grade stabilization structure
- Preliminary designs and site visits for 1 feedlot fix
- Site visit for one bank erosion site

Others

- West Indian Creek outreach
- Zumbro River Surface Water Assessment Grant (SWAG) preparation
- Conservation Desktop – CSP and CRP work
- Prepared mailing list for newsletter
- Processed 1 WCA joint application
- Assisted 2 landowners with MAWQCP certification applications
- Assisted 4 landowners with MAWQCP financial assistance applications
- Networked with area technical staff and MAWQCP partners
- Answered general resource questions from public and assisted where possible
- Researched ESRI based workload/project tracking system

SUE:

Switched over files from 2022 to 2023
moved files around in cabinets.

Setup HSA payment through QuickBooks Payroll

Tree Orders – tracker
Address list for mailing tree pickup postcards

Board Recording for February 24 minutes. Sent out draft to board for review.

USDA mandatory training courses: Work Violence and the Security
Awareness Training with the Rules of Behavior

USPS – Nonprofit Mailing. Went in to add bank information – test charge

Watched HSA presentation recorded from the County

MN Labor Law Posters for 2023

Climatology packets for observers. Copied sheets and ready to mail.

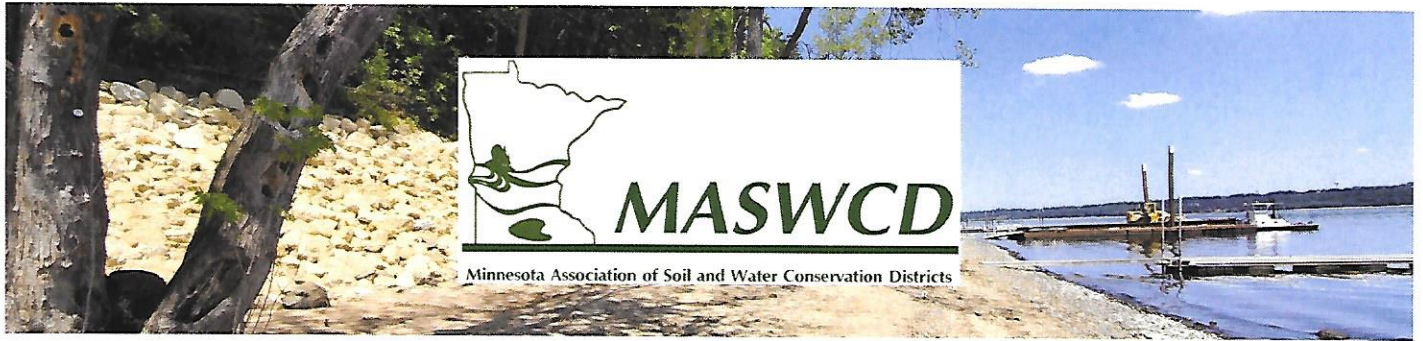
Entering 2023 budget into QuickBooks

Sent Letter to St. John's in Lake City to see if interested in 5th grade conservation day. May 9th

MAWQCP - check for current amounts available on agreements.

Regular duties: Bank deposits, transfers, bank Reconciliations. Payroll and reports.
Deposits and Checking Report. Financials - Balance Sheet and Profit and Loss Statements

Spring 2023 employee MACDE Meeting – March 23 in Winona



Support local conservation through SWCD Aid

The Minnesota Association of Soil & Water Conservation Districts (MASWCD) provides a collaborative, centralized voice for Minnesota's 88 soil and water conservation districts (SWCDs). SWCDs are local units of government comprised of elected, nonpartisan supervisors who are passionate about conserving Minnesota's remarkable natural resources. **We are asking legislators to support a standing, statutory appropriation for SWCDs through the Department of Revenue – SWCD Aid – at \$22 million per year: HF 735 (Reyer)/SF 526 (Klein).**

SWCDs help conserve natural resources across Minnesota

SWCDs provide value to our state's conservation through technical assistance, funding and educational services for private landowners. They are a primary source of conservation information, support, and program management for landowners and other local units of government. SWCDs are the technical experts and "boots on the ground" who understand their specific communities' needs and help landowners navigate conservation programs from start to finish. As water quality and soil health issues are prioritized in Minnesota, SWCDs' roles have expanded and now include helping landowners navigate regulations that are increasing in complexity.

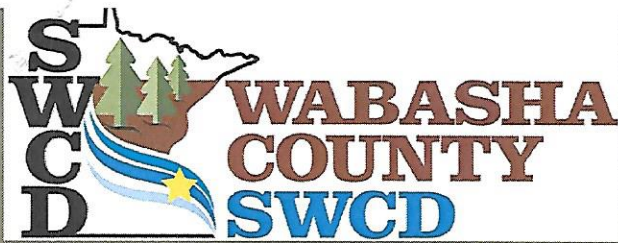
Now is the time to fund SWCD capacity

For several years, policymakers have expressed a need to permanently fund soil and water conservation capacity. With the state's healthy budget and improved economic outlook for the future biennium, this is the opportune time for establishing a permanent funding mechanism in the general fund for SWCDs – SWCD Aid.

Adequate, permanent funding for SWCDs will allow Minnesota to continue its pace of progress toward clean water and healthy soil goals.

As a partner in advancing the state's climate goals at the local level, SWCDs need predictability and sufficiency. This funding would boost SWCD capacity, enhance SWCDs' ability to hire and retain qualified, credentialed employees, and increase our pace of progress toward clean water and healthy soil goals. SWCD capacity is critical in helping deliver and leverage federal conservation program dollars. These funds go directly to landowners in Minnesota who are leading by example and proving that conservation practices are a worthwhile investment. **We urge legislators to support SWCD Aid at the amount of \$22 million per year.**



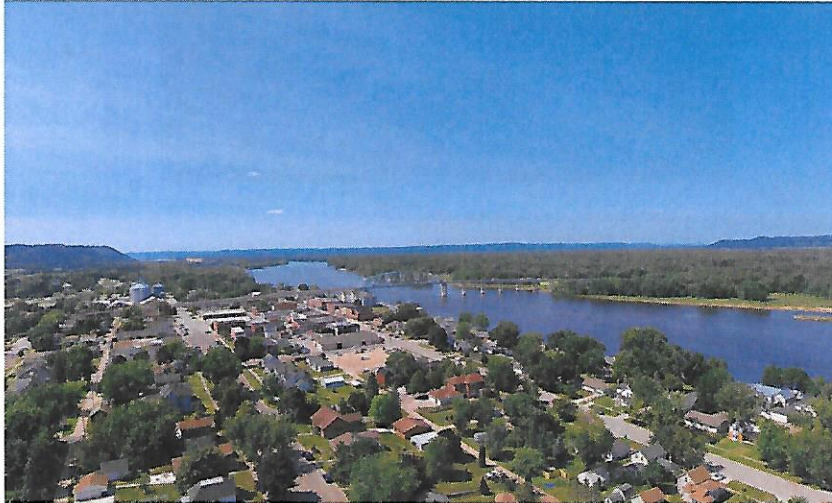


www.wabashaswcd.com

Wabasha Soil & Water Conservation District

Providing Locally Led Solutions

Connecting People to Resources
and to Each other



The Mississippi River at the City of Wabasha. Transportation route, center of recreation and tourism and hometown life. Protection from sedimentation and nutrient loading is vital for commerce and public health.

Water Retention project are important in the steep rolling hills of Wabasha County and Southeast Minnesota



Above is a structure that has just been completed by local contractors and in the right photo is shown with established vegetation.

Water retention and storage helps mitigate flooding of fields and towns.



skilled technicians and engineers are necessary at SWCDs. Above is planning drainage area to ravines coming into farm fields. A water retention structure s planned for 2023 construction.



Rooted in service to our Community

- Boots on the Ground technical assistance to landowners
- Engineering services and financial assistance to keep productive soil in place and nutrients out of our trout streams, rivers, and safe drinking water - benefits the rural ag community, public health, tourism, and local economy.
- Administer State mandated Wetland and Buffer programs. Provide landowners technical service to avoid costly penalties.
- Provide local tree buying options for windbreaks, energy efficiency, flood mitigation, erosion mitigation and carbon sequestration.
- Provide educational services with annual 5th Grade Field Day and Forestry Day events. Host events to showcase conservation practices, benefits, and build farmer led conversation.
- Targeted Outreach - Survey Says!...Southeast MN citizens top priority from public input County wide is the water they drink!

Wabasha SWCD has success in obtaining federal grant funding. SWCD match funding is necessary for successful projects and to avoid project start delays.

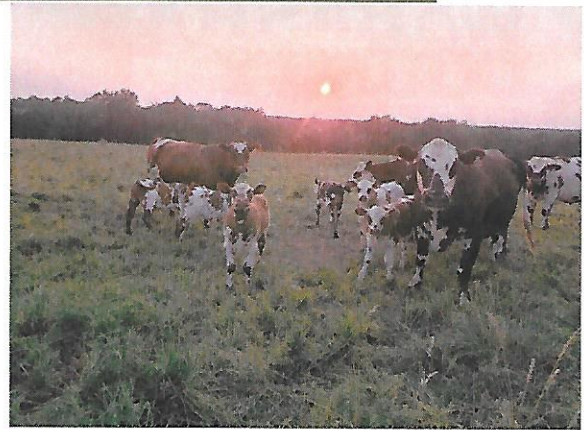
Current federal grants through:
Natural Resources Conservation Service
National Association of Conservation Districts
319 funds through Minnesota Pollution Control Agency/Environmental Protection Agency
FEMA funds as a sub-recipient for flood mitigation planning.

SWCD technicians provide valuable partnership services to USDA co-located partners

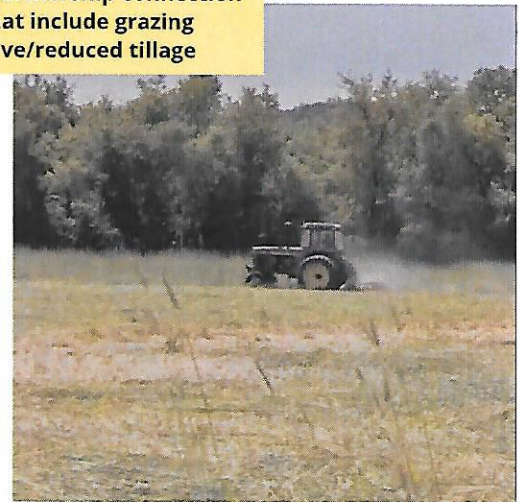
Helping Farm Families Continue



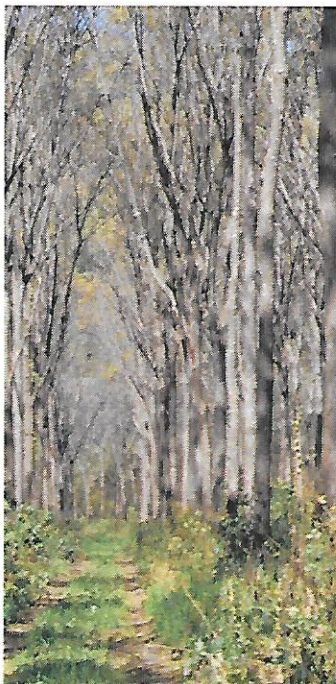
Feedlot Assistance/Manure Containment and Management
Helping improve to pass small dairy to next generation in family.



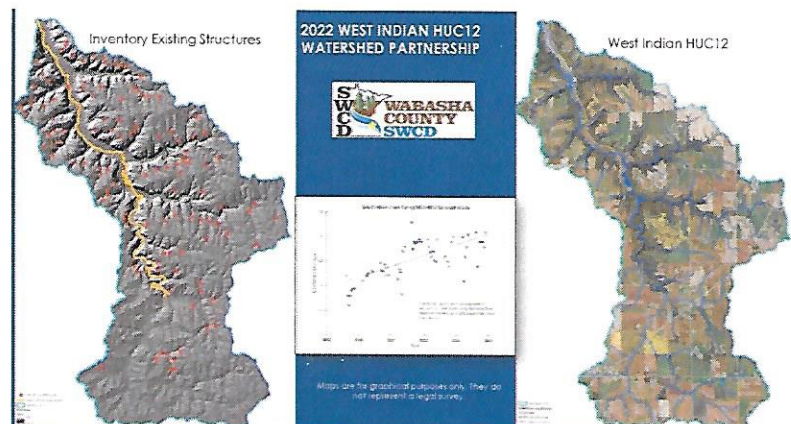
Technical and financial assistance and partnership connection provided for soil health practices that include grazing management, cover crops, alternative/reduced tillage



Connecting communities with resources and options for healthy and productive living.



Easement, vegetation, reforestation, and managed working land options can help landowner take flooded land out of crop production and keep unstable stream banks and livestock from washing away in flooding. These practices reduce sedimentation and nutrient loading to streams and river systems.



Targeted efforts in West Indian Creek are bringing in multiple funding streams and partnership technical assistance to help landowners achieve maximum benefits in this watershed. The Wabasha SWCD plans to continue to build relationships and connect neighbors to make their watersheds healthy places to live and work.



2022 Wabasha County Outstanding Woodland Manager
Helen Myers
 State Award Winner selected by DNR and
 Minnesota Association of Soil and Water Conservation Districts



2022 Wabasha County Outstanding Conservationists
The Heins Family of Hoosier Ridge Ranch
 SE Area State finalist chosen by The Farmer magazine and the Minnesota
 Association of Soil and Water Conservation Districts

The Wabasha SWCD is governed by supervisors elected by residents of their Districts



Wabasha Soil and Water Conservation District elected supervisors
 Lynn Zabel, Dag Knudsen, Sharleen Klennert, Chet Ross (left to right). Not shown: Seth Tentis

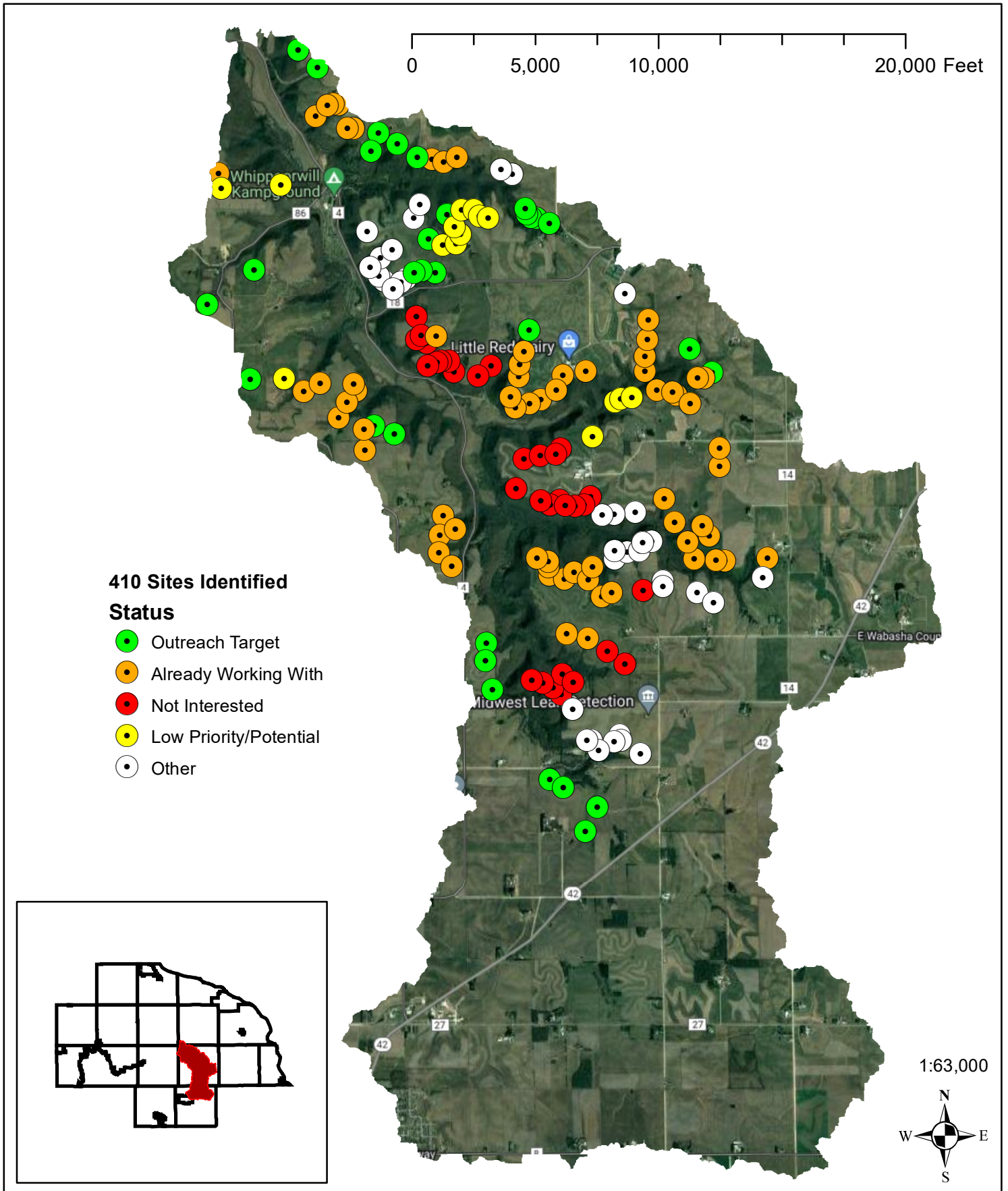
The mission statement of the Wabasha Soil & Water Conservation District is
"to provide technical, financial, and educational assistance for land and
water management in a way that promotes a sound economy and sustains
and enhances natural resources."



West Indian Creek Watershed Grade Stabilization Structures Outreach Status Update

3/21/2023

by: Matthew Kempinger





West Indian Creek Watershed

All Practices

Outreach Status Update

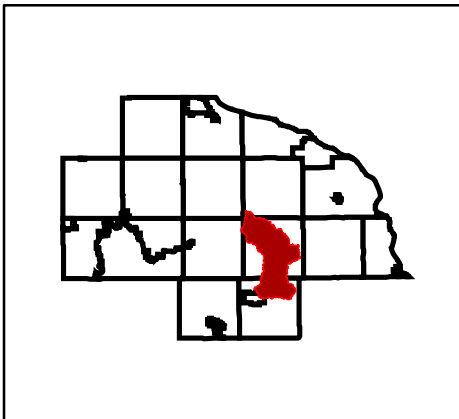
3/21/2023

by: Matthew.Kempinger

0 5,000 10,000 20,000 Feet

Landowners Status

- Outreach Target
- Already working with
- Confirmed not interested
- On Hold / Unlikley
- Forestry plan candidate
- CSP Candidate
- Other



1:63,000



WABASHA SOIL AND WATER CONSERVATION DISTRICT CONTRACT FOR SERVICES

This contract is between Wabasha Soil and Water Conservation District (SWCD), 611 Broadway Ave., Suite 10, Wabasha, MN 55981 (SWCD) and Jennifer Wahls, Landscape Connections, LLC PO Box 116, Kellogg, MN 55945 (Contractor)

Contract

1 Term of Contract

- 1.1 **Effective grant period:** January 1st, 2023 to August 31, 2025 for the *West Indian Creek Watershed Restoration and Protection Project* (319 WIC NKE Plan) Swift # 205560. (\$6,000 monitoring coordination, \$5,000 for forestry practice outreach, \$3,000 for newsletter)
- 1.2 **Effective grant period:** February 3, 2022 to December 31, 2025 for the 2023 West Indian Creek Watershed Restoration and Protection – Board of Water and Soil Resources (BWSR) (\$5,000 for landowner outreach and education)
- 1.3 **Effective grant period:** September 1, 2022 to August 31, 2023 for the *Coordinating Private Forest Management for Turkey Habitat* – National Wild Turkey Federation (NWTF) Grant (\$2,000)
- 1.4 **Effective grant period:** November 16, 2022 to June 30, 2023 for the *Private Forest Management* grant – Minnesota Department of Natural Resources. (\$5,000)
- 1.5 **Amendments:** Workload and expenditures will be evaluated ongoing. All work will be completed within the allowable dates per grant funds and within the allowable budget per fund category and any changes would require a contract amendment.

2 Contingency

Award of this contract is contingent upon the SWCD obtaining and continuing to receive funds awarded by the National Wild Turkey Federation (NWTF) and Minnesota Pollution Control Agency (MPCA) Minnesota Department of Natural Resources (DNR) and the Board of Water and Soil Resources (BWSR).

3 Certification

By entering into this contract, the CONTRACTOR certifies that it will comply with the conditions of the applicable provisions of the contractor invoicing requirements for 2023 West Indian Creek Watershed and Protection (CWF-BWSR) 319 WIC NKE Plan Swift #205560 NWTF plan and invoicing requirement and DNR Private Forestry Management Plan Swift #212732.

4 Scope of Work

Contractor's Responsibilities and Deliverables for work completed as noted in Exhibit A under the supervision of Terri Peters, SWCD District Manager.

5 Payment

The SWCD will be invoiced by the CONTRACTOR for services performed by the CONTRACTOR under this contract at a rate of \$60.00 per hour up to maximum identified in 1.1 to 1.4 (total of \$26,000.00 for all programs). Payment will be made when invoices are presented by the CONTRACTOR as the work is completed. Invoices should itemize costs separated by grant program and by tasks identified for work.

Requesting Payments

To request a payment, complete an invoice and present it to the Wabasha SWCD.

A. Invoices

Identify the name and address of the party to receive the payment from Wabasha SWCD

B. Project Information

Identify the program and specific work completed. Work completed should be itemized including dates and who completed the work. Enter the date the work was fully completed.

C. Cost Information

Include specific Item costs (ie. 1 item @ \$xxx each or x hours @ \$x.xx per hour) Vendor may include a copy of the bid schedule.

Requests submitted for work which is fully completed should have "Final" written on the invoice.

6 Authorized Representatives

The SWCD's Authorized Representatives are Terri Peters, Wabasha SWCD District Manager, 611 Broadway Ave., Suite 10, Wabasha, MN 55981, (651) 565-4673, or her successor. The CONTRACTOR'S Authorized Representative is **Jennifer Wahls, Landscape Connections, LLC PO Box 116, Kellogg, MN, (218) 310-9058.**

7 Independent Contractor

The CONTRACTOR is an independent contractor and not an employee of the SWCD and is responsible for providing their own transportation and maintaining his/her own insurance.

8 Amendments, Waiver, and Contract Complete

8.1 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.

8.2 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.

8.3 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 and shall not be responsible for the acts and behavior of the other party and the results thereof. CONTRACTOR's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.375 and other applicable law.

The CONTRACTOR will maintain commercial general liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. §3.376, subd. 4 with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage. Proof of insurance will be provided by the CONTRACTOR to the SWCD.

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.

If the SWCD receives a request to release the data referred to in this Clause, the SWCD must immediately notify the CONTRACTOR. The CONTRACTOR will give the SWCD instructions concerning the release of the data to the requesting party before the data is released. The CONTRACTOR will provide digital copies of all documents, datasets, and files prepared for this grant contract using Microsoft and/or other products.

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 Wabasha 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.

15 Conflict-of-Interest

Consultant, while performing services under contract shall not have, directly or indirectly, any current or promised future financial interests in the services for which the consultant is engaged.

1. WABASHA SWCD

By: *Lee Debus*
Title District Manager
Date: 3-16-2023

2. CONTRACTOR

By: *Jennifer Wahls*
Title: Owner - Contractor
Date: 3-16-23

3. WABASHA SWCD

By: _____
Title Board Chair
Date: _____



Minnesota NWTF Board of Director 2023 Super Fund Project Approvals

The Minnesota State Chapter of the National Wild Turkey Federation (NWTF) recently met to review Hunting Heritage Super Fund project proposals for 2023 funding awards. After the reviewing and ranking process, proposals were presented to and approved by the Minnesota Board of Directors. The Board of Directors budgeted **\$26,000** for conservation projects and **\$51,500** for Hunting Heritage-related projects including outreach-education events, chapter scholarships, & 4H Shooting Sports support. NWTF Conservation Project award funding will be matched with almost **\$582,000** in partner or grant funds for the approved projects; representing a **22:1 match rate** for NWTF project funding.

Hunting Heritage Funding = \$51,500

This funding was approved to support education/outreach efforts in Minnesota including JAKES, WITO, Wheelin' Sportsmen, scholarships, hunter's education, and the National Archery in the School's Program (NASP).

Conservation Project Funding = \$26,000

Projects awarded funding for 2023 occur in the Driftless Area and Central Minnesota Focal Landscapes. Specific project awards include:

- **\$10,000 – “Kramer’s Ridge Prairie Enhancement”** – to enhance 85.5 acres of prairie habitat on Whitewater WMA. These funds are being used as match for a Conservation Partners Legacy Grant to receive more funding for the project.

Partners: Minnesota DNR

- **\$5,000 – “Carl E. Bonnell WMA”** – to treat 70 acres for invasive species on public lands that are home to several species listed as “Species of Greatest Conservation Need” by the DNR. These funds will be used in conjunction with Outdoor Heritage Funds and funds from the Anoka SWCD.

Partners: Anoka Soil and Water Conservation District

- **\$5,000 – “Enhancing habitat in the Cannon River Watershed”** – to restore 148.5 acres of savanna habitat by removing woody encroachment and invasive species as well as



reseeding the prairie areas. These funds will be used in conjunction with Conservation Partner Legacy funds, Outdoor Heritage Funds, as well as DNR funding.

Partners: Great River Greening, Minnesota DNR

- **\$2,000 – “Belle Prairie County Park Habitat Enhancement”** – to treat 72 acres for invasive buckthorn with herbicide and potential prescribed fire to keep it from re-establishing back into the savanna/woodland areas. These funds will be used in conjunction with Outdoor Heritage Funds as well as funding from Morrison County.

Partners: Great River Greening, Morrison County

- **\$2,000 – “Coordinating Private Forest Management for Turkey Habitat”** – to fund a local forestry team coordinator. This position will work with SWCD’s, MN DNR, and private forestry consultants (among others) to coordinate and target forest management efforts on private lands for forest health and water quality in the driftless area focal landscape

Partners: Wabasha SWCD, Minnesota DNR, Minnesota PCA, Minnesota Land Trust

- **\$2,000 – “Douglas SWCD No-till Drill”** – This equipment is used in Douglas, Ottertail, and Todd Counties to plant roughly 900 acres per year into grassland habitat which will provide great brood rearing and foraging habitat.

Partners: Douglas SWCD

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

Scope of Work:

Project 1: Local Technical Forestry Team (LFT).

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

Project 2: PTM Based Landowner Outreach and Education.

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

Project 3: PFM Coordination / Technical Assistance.

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

Deliverables by Contractor:

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

Deliverables by the State:

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

Budget:

Project work responsibilities and tasks	<u>\$ 5,000</u>
Total	\$ 5,000

Additional Terms:

Contractor and the State agree to the following:

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

EXHIBIT 'A'

Contract Work - Outreach/Plan Coordination

WORK SUMMARY:

The contracted work includes outreach, coordination with partners and landowners, and tracking implementation of the West Indian Creek 319 Nine Key Element Plan. NFWF funding will also cover some assistance with outreach and SWCD coordination outside the West Indian Creek Watershed.

SCOPE OF WORK

- General coordination of the outreach work plan in cooperation with SWCD staff.
- Seek to engage and include all members of the watershed around their shared resources and work with SWCD staff to connect them to available resources.
- Develop strong collaborative relationships with District partners, and government and community-based service providers to enable the most effective coordination, referral system, and program development for landowners in West Indian Creek Watershed.
- Work with District and community partners to maintain and expand program services through and based upon the WIC 319 NKE Plan
- Organize, attend, and participate in various outreach and informational events related to plan WIC 319 NKE Plan implementation.
- Plan and attend WIC meetings for committees with District staff and partners collaborating on WIC plan implementation.
- Prepare a monthly report, communications and/or other documentation to be shared with the District Manager and SWCD staff to be disseminated as needed. May be asked to present information to the Wabasha SWCD Board of Supervisors when relevant.
- Work with district and MPCA to establish and maintain timeline and tracking of deliverable actions in the WIC 319 NKE Plan.
- Maintain close communication regarding the status of outreach efforts with program staff by sharing outreach plans and follow-up reports.
- Follow up by phone and/or home visit with farmers/landowners. Include SWCD staff in these communications whenever possible.
- Participate in community meetings, events, and conferences as needed and as related to WIC.
- Help to identify local champion in the WIC watershed and build participation, a farmer led group, and collaboration around local initiatives and focused on community building within the watershed.
- Reach out to community members to learn more about their concerns.
- Maintain cooperation and participation with collaborating groups.
- Recruit volunteers for management events (i.e. invasive management).

Contractor Abilities and Requirements:

- Work with diverse set of community-based organizations/partners, residents/landowners and stakeholders with varying opinions and backgrounds.
- Foster open communication within and among diverse groups and committees/teams in both environmental and agricultural sectors.
- Work in a team environment
- Manage, organize, and track complex data to share with multiple partners

- Work a flexible schedule as needed, potentially evenings and weekend hours
- Work well with people in various communities, institutional and governmental organizations.
- Some experience in community organizing is helpful, team building and group dynamics.
- Experience in meeting facilitation, and/or community relations.
- Ability to work independently, be flexible, and manage multiple priorities.
- Work well in a team-oriented environment and maintain harmonious relationships with District staff, local/County/State partners, and landowners.
- Some knowledge of the Local/County/State political and policy process.
- Proficient computer skills, especially Microsoft Word, Excel and Google apps such as Gmail/Calendar/Docs to create and share information. Able to participate in Microsoft Teams, Zoom and/or other virtual meeting technology.
- Openness to adopting new strategies.
- Detail-oriented with excellent communication, organizational, interpersonal and writing skills.
- Experience with public speaking and presentations.
- Direct knowledge and/or experience within SE MN/Wabasha County/West Indian Creek region preferred.
- Reliable transportation. Must own and be able to drive a car and have appropriate auto insurance coverage, and a valid driver's license.

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 2023WAGZ-WC-01	Other state or non-State funds? <input checked="" type="checkbox"/> YES <input type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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*If contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name Patricia Livingston	Address 31221 570th St	City/State Millville, MN	Zip Code 55957
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* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Conservation Practice Location

Township Name: Oakwood	Township No: 109	Range No.: 12	Section No. 30	1/4, 1/4 SW1/4, NE1/4
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Contract Information

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

- The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 10 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
- 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.
- If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
- Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

NRCS- Field Office Technical Guide - 412 Grassed Waterway

- 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.
- This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/30/2023, this contract will be automatically terminated on that date.
- Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices must include the name of the vendor; materials, labor or equipment used; the component unit costs and the dates the work was performed. The organization board has the authority to make adjustments to the costs^{*} submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts.

Applicant Signatures

The land occupier's signature indicates agreement to:

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

Date 3/22/2023	Land Occupier Patricia Livingston
Date	Landowner, if different from applicant
	Address, if different from applicant information:

Conservation Practice

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

Eligible Component Standards & Names 412 Grassed Waterway, 342 Critical Area Planting, 484 Mulching	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate \$3,200.00
	Ecological Practice: <input 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 3-22-23	Technical Assistance Provider Matthew Kemper	NRCS-CPA-1245 (Practice Approval and Payment Worksheet) can be utilized as the certification of practice completion. An attached completed, and signed NRCS-CPA-1245 and the asbuilt can be used as the Technical Certification on the "Voucher and Certification"
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Pre-Construction Cover

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

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

Amount Authorized for Financial Assistance

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

Amount	Program Name	Fiscal Year
\$860.72	Greater Zumbro Watershed Based Funding	2023

Date	Authorized Signature	Total Amount Authorized \$860.72
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GIS Professional Basic

\$765/yr

- Map, visualize, analyze, and manage data with ArcGIS Pro
- Combine 3D, CAD, imagery, and other types of data on a single map
- Connect people and data with ArcGIS Online and ArcGIS Living Atlas of the World

Hide description

ArcGIS Pro is a powerful desktop GIS application for creating beautiful maps in 2D and 3D, analyzing data, and developing geographic knowledge. Use this mapping and analytics application to examine spatial relationships; predict outcomes; and make better, data-driven decisions.

ArcGIS Pro can be licensed by purchasing a GIS Professional user type. User types are the credentials of an ArcGIS subscription. Each user type includes a specific set of capabilities and apps.

GIS Professional Basic user type provides the tools and environment for map creation and interactive visualization.

What's included:

- ArcGIS Pro Basic
- ArcGIS Online subscription
- Essential Apps
 - ArcGIS Instant Apps
 - ArcGIS StoryMaps
 - Map Viewer
 - ArcGIS Dashboards
 - Scene Viewer
 - ArcGIS Web AppBuilder
 - ArcGIS Hub Basic
 - ArcGIS for Power BI
 - ArcGIS AppStudio
 - ArcGIS Experience Builder
 - ArcGIS Maps for Adobe Creative Cloud
- Field Apps
 - ArcGIS Collector
 - ArcGIS Field Maps
 - ArcGIS QuickCapture
 - ArcGIS Survey123
 - ArcGIS Workforce
- Office Apps
 - ArcGIS for Office
 - ArcGIS for SharePoint
- Compatibility with add-on apps like the following:
 - ArcGIS Navigator, ArcGIS Business Analyst, ArcGIS Insights, ArcGIS Drone2Map
- 500 credits

STATE OF MINNESOTA GRANT AGREEMENT Federal Sub-Award Agreement

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, 500 Lafayette Road, Box 25, St. Paul, MN 55155 ("State") and the Wabasha County Soil and Water Conservation District, 611 Broadway Ave. #10, Wabasha, MN 55981 ("Grantee").

Recitals

1. Under Building Resilient Infrastructure and Communities, Federal Emergency Management Agency CFDA/ALN 97.047, FAIN EMC-2021-BR-010-006, the State received a federal award of \$43,736.25 on 08/25/2022 for Lower Zumbro River Landowner Survey and Floodplain Restoration. This project is not a research and development project.
2. Under 2021 Building Resilient Infrastructure and Communities and Minnesota Statutes section 84.026, the State sub-awards \$28,736.25 to the Grantee (UEI: W1QPLXD5JXL1) for the purpose of conducting the program entitled *Landowner Survey of the Lower Zumbro River*.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.

Grant Agreement

1. Term of Grant Agreement

1.1. *Effective date:*

This agreement becomes effective on 03/23/2023 or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. **The Grantee must not begin work under this sub-grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.** No reimbursements will be made until or upon the date that the final required signature is obtained by the State, pursuant to [Minnesota Statutes Section 16B.98, subdivision 5](#). Per [Minnesota Statutes Section 16B.98, subdivision 7](#), no payments will be made to the Grantee until this grant agreement is fully executed.

1.2. *Expiration date:* 08/24/2025.

1.3. *Survival of Terms:* The following clauses survive the expiration or cancellation of this grant agreement: 9 Liability; 10 Audits; 11 Government Data Practices and Intellectual Property; 13 Endorsement; 14 Governing Law, Jurisdiction, and Venue; 16 Data Disclosure; 19 Monitoring; and 25 Additional Program Requirements.

1.4. *Incur Expenses:* Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after 03/23/2023 are eligible for reimbursement. This agreement becomes effective on 03/23/2023 or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. **The Grantee must not begin work under this sub-grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

2. Grantee's Duties

The Grantee, who is not a state employee, will:

See Public Safety Grant Contract Agreement (Attachment A) and FEMA Grant Workplan (Attachment C), which are incorporated and made a part of this agreement.

The Grantee will comply with required grants management policies and procedures set forth through [Minnesota Statutes Section 16B.97](#), subdivision 4 (a) (1).

The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant agreement. Any material change in the grant agreement shall require an amendment by the State (see Section 7.2).

The Grantee shall be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this agreement.

The Grantee is responsible for maintaining a written conflict of interest policy. Throughout the term of this

agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

3. Time

The Grantee must comply with all the time requirements described in this grant agreement.

4. Consideration and Payment

4.1. **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

4.1.1. **Compensation.** Compensation in an amount not to exceed \$28,736.25, based on the following computation: See Attachment D Budget Detail, which is incorporated and made a part of this agreement.

4.1.2. **Matching Requirements.** The grant match will be in-kind services provided by DNR-Ecological and Water Resources. The total match amount is \$14,578.75.

4.1.3. **Indirect Cost Rate.** The federal indirect cost rate for the State's federal award is 20.2%. The Grantee's indirect cost rate is 10% (de minimus rate as provided in 2 CFR 200.414) for this sub-award agreement.

THE TOTAL STATE OBLIGATION FOR ALL COMPENSATION AND REIMBURSEMENTS TO GRANTEE SHALL NOT EXCEED: *Twenty Eight Thousand, Seven Hundred Thirty Six dollars and 25 cents.*

Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee.

4.2. Payment.

The State shall disburse funds to the Grantee pursuant to this agreement **on a reimbursement basis**. The Grantee shall submit payment requests with required expenditure documentation.

It is required that invoices be submitted, at a minimum, at the close of each state fiscal year which is July 1 – June 30.

4.2.1. **Federal funds.** Payments under this grant agreement will be made from federal funds obtained by the State through **FAIN:EMC-2021-BR-010-006**. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

The State's Authorized Representative is Jeffrey Weiss, Regional Clean Water Hydrologist, 2118 Campus Drive SE, Suite 100, Rochester, MN 55904, 507-206-2855, jeffrey.weiss@state.mn.us and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative or his/her designee will certify acceptance on each invoice submitted for payment.

The Grantee Authorized Representative is Terri Peters, Director Wabasha County Soil and Water Conservation District, 611 Broadway Ave. #10, Wabasha, MN, 55981, 651-565-4673, terri.peters@mn.nacdnet.net. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Waiver, and Grant Agreement Complete

7.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement

without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.

- 7.2. **Amendments.** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3. **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.
- 7.4. **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Subcontractors, Contracting, and Bidding Requirements

- 8.1 The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with [Title 2 Code of Federal Regulations \(CFR\) 200.317](#) and [200.322](#) (if applicable-both apply to state entities only) as well as 2 CFR 200.318-321, and 2 CFR 200.323-326.
- 8.2 Per [Minnesota Statute 471.345](#), grantees that are municipalities as defined in Subd. 1 must follow that Uniform Municipal Contracting Law if contraction funds from this grant contract agreement for any supplies, materials, equipment, or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property.

If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minnesota Statute 16C.28](#), Subd. 1, paragraph a, clause 2.

8.2.1 If the amount of the contract is estimated to exceed \$25,000, but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minnesota Statute 16C.28](#), Subd. 1, paragraph a, clause 2, and paragraph c.

8.2.2 If the amount of the contract is estimated to be \$10,000-25,000 (\$2,000 for acquisitions of construction that are subject to the [Davis-Bacon Act](#) and \$2,500 for the acquisition of services subject to the [Service Contract Act](#)) the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minnesota Statute 16C.28](#), Subd. 1, paragraph a, clause 2.

8.2.3 Any services and/or materials that are expected to cost less than \$10,000 (see 8.2.2 for thresholds regarding the Davis-Bacon and Service Contract Act) do not require the solicitation of competitive quotations in accordance with [2 CFR 200.320\(b\)](#). The Grantee must make an effort to equitably distribute these purchases.

8.2.4 Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable

8.2.5 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minnesota Statue 177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

- 8.3 Nongovernmental organizations must follow the below requirements.

8.3.1 Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

8.3.2 Any services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

8.3.3 Any services and/or materials that are expected to cost between \$10,000 and \$24,999 (\$2,000 for acquisitions of construction that are subject to the [Davis-Bacon Act](#) and \$2,500 for the acquisition of services subject to the [Service Contract Act](#)) must be competitively awarded based on a minimum of two (2) verbal quotes or bids.

8.3.4 Any services and/or materials that are expected to cost less than \$10,000 (see 8.3.3 for thresholds regarding the Davis-Bacon and Service Contract Act) do not require the solicitation of competitive quotations in accordance with [2 CFR 200.320\(b\)](#).

8.3.5 Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

8.3.6 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minnesota Statue 177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

9. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

10. Audits (State and Single)

Under [Minn. Stat. §16B.98, subd. 8](#) and [2 CFR 200.331](#), the Grantee books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

11. Government Data Practices and Intellectual Property

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

If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

11.2 **Intellectual Property Rights (if applicable).**

11.2.1 **Intellectual Property Rights.** The State owns any intellectual property developed with these funds.

The federal awarding agency may receive royalty-free, non-exclusive and an irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so as noted in [2 CFR 200.315](#).

11.2.2 **Obligations.**

(A) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

(B) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do

not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

12. Workers' Compensation

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

13. Endorsement

The Grantee must not claim that the State endorses its products or services and the Grantee must adhere to the terms of 2 CFR 200.315.

14. Governing Law, Jurisdiction, and Venue

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

15. Termination

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

16. Data Disclosure

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

17. American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines. The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

18. Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- e) Any other applicable non-discrimination law(s).

19. Reporting Requirements

The Grantee is bound to financial and performance reporting requirements as noted in Attachment E subrecipient handbook.

20. Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

21. Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

22. Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version](#).

23. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- 23.1 The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 23.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

24. Byrd Anti-Lobbying Amendment Certification and Disclosure: (If applicable)

- 24.1 The Grantee certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352
- 24.2 The Grantee shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Final Rule. The Interim Final Rule requires the Grantee to certify as to their lobbying activity. Further definition of lobbying can be found in [2 CFR 200.450](#).
- 24.3 If the Grantee engages in lobbying activities with non-Federal funds that takes place in connection with obtaining any Federal award, they will promptly inform the authorized representative, and complete any certifications the authorized representative requires.

25. Whistleblower Protection Rights

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

Attachments:

☒ A. FEMA Grant Workplan

☒ B. Conflict of Interest Disclosure

☒ C. Work Plan

☒ D. Budget

☒ E. Subrecipient Handbook

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Statutes 16A.15 and 16B.98.

Signed: Felicia Barnes

Date: March 22, 2023

SWIFT PO No. 226484/3000226805

2. GRANTEE

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

By: Terrri Peters

Title: District Manager

Date: March 22, 2023

3. STATE AGENCY


By: Katie Smith

(with delegated authority)

Title: Director, Division of Ecological & Water Resources

Date: March 22, 2023

Attachment A

	<p style="text-align: center;">Grant Contract Agreement</p> <p style="text-align: right;">Page 1 of 2</p>					
Minnesota Department of Public Safety ("State") Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190	Grant Program: 2021 Bldg. Resilient Infrastructures and Communities Grant Contract Agreement No.: A-BRIC-2021-DNR-001					
Grantee: Minnesota Department of Natural Resources 500 Lafayette Rd, PO Box 47 St. Paul, MN 55155	Grant Contract Agreement Term: Effective Date: 08/25/2022 Expiration Date: 08/24/2025					
Grantee's Authorized Representative: Minnesota Department of Natural Resources ATTN: Hoang Dinh - Management Analyst 500 Lafayette Rd, PO Box 47 St. Paul, MN 55155 Phone: 651-259-5662 E-mail: Email: hoang.dinh@state.mn.us	Grant Contract Agreement Amount: <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Original Agreement</td> <td style="text-align: right;">\$ 43,736.25</td> </tr> <tr> <td>Matching Requirement</td> <td style="text-align: right;">\$ 14,578.75</td> </tr> </table>		Original Agreement	\$ 43,736.25	Matching Requirement	\$ 14,578.75
Original Agreement	\$ 43,736.25					
Matching Requirement	\$ 14,578.75					
State's Authorized Representative: Homeland Security and Emergency Management ATTN: Jennifer Davis – State Hazard Mitigation Officer 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190 Phone: 651-201-7427 E-mail: jennifer.e.davis@state.mn.us	Federal Funding: CFDA/ALN: 97.047 FAIN: EMC-2021-BR-010-0006 State Funding: None Special Conditions: None					

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. The effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2021 Bldg. Resilient Infrastructures and Communities Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 223. St. Paul, MN 55101-2190. The Grantee shall also comply with all requirements referenced in the 2021 Bldg. Resilient Infrastructures and Communities Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



Grant Contract Agreement

Page 2 of 2

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: Patti Hagen
Digitally signed by Patti Hagen
 Date: 2023.01.27 11:55:12
 -06'00'

Date: _____

3. STATE AGENCY

Signed: [Signature]
 (with delegated authority)

Title: Branch Director

Date: 1/27/2023

Grant Contract Agreement No. / P.O. No. A-BRIC-2021-DNR-001 / P.O. No. 3000083652

Project No.: N/A

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable statute or delegation.

Signed: Katie Smith
Digitally signed by Katie Smith
 Date: 2023.01.24
 14:51:35 -06'00'

Print Name: Katie Smith

Title: Division Director

Date: 1-24-2023

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
 Grantee
 State's Authorized Representative

2021 (BRIC) Bldg Resilient Infrastructures and Communities

Organization: Natural Resources, Department of (DNR)

Budget Summary (Report)

Budget				
Budget Category		Award	Match	
Consultant / Contractor Fees				
Channel Surveying and Design		\$0.00	\$14,578.75	
Hydraulic Modeling		\$15,000.00	\$0.00	
Landowner Survey		\$28,736.25	\$0.00	
Total		\$43,736.25	\$14,578.75	
Total		\$43,736.25	\$14,578.75	
Allocation		\$43,736.25	\$14,578.75	
Balance		\$0.00	\$0.00	



Conflict of Interest Disclosure Form for Grantees

Conflict of Interest

A conflict of interest occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it. There are several types of conflicts of interest.

Actual Conflict of Interest

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.

Potential Conflict of Interest

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Individual Conflict of Interest

A conflict of interest that may benefit an individual employee *or a* grant reviewer is any situation in which *their* judgment, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to *an immediate family member*, business, or organization with which they are involved.

Organizational Conflict of Interest

A conflict of interest can also occur with an organization that is a grant applicant in a-competitive grant process or grantee of a state agency.

Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative


I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual or potential conflicts of interests by individual employees or our organization as a whole to the State's Authorized Representative.

Organization Name: Wabasha County Soil and Water Conservation District

Project Name: Lower Zumbro River Landowner Survey

Legal Citation:

Authorized Representative Printed Name: Terri Peters

Authorized Representative Signature/Date: 821C273FB7D44A5...

Attachment C

Scope of Work for a Project Scoping Subapplication

Primary Activity Type: Develop or conduct engineering, environmental, feasibility, and/or benefit:cost analyses

Secondary Activity Type: Conduct meetings, outreach, and coordination with subapplicants and community residents

Geographic Area Description: The Zumbro River is a direct tributary to Pool 5 of the Upper Mississippi River near Kellogg, MN. Project scoping will be conducted on the lower 20 miles of the river from the mouth upstream to the City of Hammond. The lower 4.5 miles of the river has a long history of alterations to allow agricultural use of the floodplain. The channel was straightened and levees were built to prevent flooding of adjacent drained farmlands. The floodplain was historically a series of interconnected tributaries, wetlands, and floodplain forest but has been in row crop production since the early 1970's.

Upstream, the river corridor has also been altered for agricultural production with levees and dikes occurring sporadically. The river flows through several communities that have a long history of flooding. A road parallels the river for much of this reach and requires frequent repairs due to damage from flooding, landslides, and embankment erosion.

A flood of record occurred in October, 2010 in the Zumbro River Watershed which caused flooding of several communities and extensive infrastructure damage.

Primary Community Lifeline: Transportation is the main community lifeline that applies to the geographic area of the project. Flooding can isolate rural homes and communities when roads become unpassable or unsafe.

Primary Sub-community Lifeline: Highway/roadway/motor vehicle

Primary Hazard Source: Flooding

Secondary Hazard Source: Infrastructure failure

Tertiary Hazard Source: Dam/levee break

Explain how the mitigation activity will be implemented: The project scoping process will be conducted by a partnership of NGOs, local and state agencies, and unaffiliated individuals. The project will be led by staff from the Minnesota Department of Natural Resources, Wabasha County, and The Nature Conservancy. The group will coordinate closely with appropriate FEMA staff.

What is the Scope of work of the proposal? Will it result in a complete project subapplication for future funding opportunities?

The lower 4.5 miles of the river has a long history of alterations to allow agricultural use of the floodplain. The channel was straightened and levees were built to prevent flooding of adjacent drained farmlands. The floodplain was historically a series of interconnected tributaries, wetlands, and floodplain forest but has been in row crop production since the early 1970's. These fields have become increasingly difficult to farm due to extreme weather events. Excessive sediment loading has reduced channel capacity and degraded aquatic habitat in the lower 15 miles of the river. Much of this sediment

is coming from in-channel sources in the Zumbro River and its tributaries. Since the channel is disconnected from the floodplain by levees, sediment is trapped in the channel and is causing aggradation. A highway and railroad bridge 4.5 miles upstream from the mouth are impacting river hydraulics and sedimentation.

A flood risk analysis after the 2010 event identified structures that should be removed from the floodplain. Several structures were removed but others remain in the floodplain.

We propose to collect extensive pre-project data. We will develop a 2-D hydraulic model for the Zumbro and Mississippi rivers. This is needed to determine how far upstream the Mississippi River level influences flood elevations on the Zumbro River. We will also model the effects of a highway bridge and railroad bridge on hydraulics. These bridges appear to be impeding river flow at high discharges causing sediment deposition upstream. We will consult the Wabasha County Hazard Mitigation Plan to determine if there are structures remaining in the floodplain that are vulnerable to flooding. We will conduct a survey of bank erosion and aquatic habitat condition in the lower 20 miles of the Zumbro River including tributaries. Many of the tributaries are designated trout streams. This work will identify where to target efforts to reduce sediment and associated phosphorus loading and improve aquatic habitat. This is also a strategy in the Zumbro River One Watershed, One Plan and the Mississippi River Basin Initiative. We will conduct a landowner needs survey to determine what flooding related issues landowners would like to see addressed. A recreational use and economic impacts survey will also be conducted. We anticipate that future restoration efforts would lead to increased recreational use and support of local businesses.

We will design a new, remeandered channel in the lower 4.5 miles of the river. This will be done in collaboration with the USACE, landowners, and Wabasha County. We will conduct flood modeling of the newly designed channel to determine how flood waters would be distributed. We also will examine the effects of floodplain reconnection on upstream water levels during flood events.

We anticipate that these actions will result in a complete subapplication for future funding opportunities. We are currently working with the USACE on a management plan for a newly acquired 900 acre dredge disposal site near Kellogg, MN.

Workplan

Task	Anticipated Outputs	Anticipated Completion Date	Actual Completion Date
Task 1. Survey the lower 4.5 miles of the Zumbro River and develop a conceptual channel design	Estimates of bank height, bankfull elevation, channel depth, channel incision; develop a conceptual design for a remeandered channel and restoration of lower Gorman Creek and a former distributary channel		Completed 12/01/2022
Task 2. Hydraulic Modeling	Develop a 2-D hydraulic model for the Zumbro and Mississippi rivers; determine flood elevations; model effects of two bridges on hydraulics and sediment transport	01/01/2025	
Task 3. Landowner Survey	Identify landowner concerns related to flooding and public safety; identify needs that can be addressed through watershed planning or federal programs	01/01/2025	

MINNESOTA DEPARTMENT OF PUBLIC SAFETY

Application: A-BRIC-2021-DNR-001

Budget Item Program Component:

Budget Category:	Consultant / Contractor Fees	
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Budget Description:	Channel Surveying and Design	Award	Match
	Minnesota Department of Natural Resources River Ecology Unit staff will conduct channel surveying. Survey results will be used to design several potential channel alignments. This work will be funded by state dollars and comprises 100% of the match requirement for the grant.	\$0	\$14,578.75

Budget Description:	Hydraulic Modeling	Award	Match
	Hydraulic modeling will be conducted to determine the effects of Mississippi River water levels on Zumbro River flow levels. The effects of two bridges on flow hydraulics and sediment transport will also be examined. A1D model of the current Zumbro River channel will be made an up to three iterations of a newly designed channel will also be modeled. This work will be done by Minnesota Department of Natural Resources floodplain unit staff.	\$15,000.00	\$0

Budget Description:	Landowner Survey	Award	Match
	The Wabasha County Soil and Water Conservation District will lead the development and implementation of a survey of riparian landowners in the lower 20 miles of the Zumbro River. The survey will gather information regarding the issues that landowners see as most important to address. Survey results will be used to target watershed management practices to areas where they would be most effective at addressing water quality and flood hazards.	\$28,736.25	\$0

Budget Item Program Component Total:		\$ 43,736.25	\$ 14,578.75
Total:		\$ 43,736.25	\$ 14,578.75

Attachment E



STATE OF MINNESOTA
Department of Public Safety
Division of Homeland Security and Emergency Management
445 Minnesota Street, Suite 223
St. Paul, MN 55101-6223

SUBRECIPIENT HANDBOOK
FOR
HAZARD MITIGATION ASSISTANCE (HMA) PROGRAMS

DR-4658-4659-4666
2022 BRIC
2022 FMA

September 8, 2022

Overview and Purpose

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended) establishes a cost-sharing Hazard Mitigation Assistance (HMA) program to be used to fund state and local hazard mitigation projects. The HMA programs are implemented following a presidential disaster declaration and during annual funding cycles depending on the program. HMA program objectives are to reduce repetitive losses from natural disasters by funding cost-effective projects intended to eliminate/reduce future disaster expenditures for the repair/replacement of public and private property, and for the relief of personal loss, hardship, and suffering.

Under the HMA program, Federal Emergency Management Agency (FEMA) hazard mitigation monies are provided to the state. In Minnesota, these monies are awarded to the Minnesota Division of Homeland Security and Emergency Management (HSEM) which serves as the Grantee. Applicants that have been awarded FEMA funds are considered sub-grantees or sub-recipients. The purpose of this handbook is both to provide general HMA information and to summarize specific sub-recipient responsibilities relative to the program.

The following assistance programs are available under Hazard Mitigation Assistance (HMA):

Hazard Mitigation Grant Program (HMGP) provides grants to States, local governments, and Indian tribes for long-term hazard mitigation projects after a major disaster declaration. The purpose of the program is to reduce the loss of life and property in future disasters by funding mitigation measures during the recovery phase of a natural disaster.

Building Resilient Infrastructure and Communities (BRIC) will support states, local communities, tribes and territories as they undertake hazard mitigation projects, reducing the risks they face from disasters and natural hazards. The BRIC program guiding principles are supporting communities through capability- and capacity-building; encouraging and enabling innovation; promoting partnerships; enabling large projects; maintaining flexibility; and providing consistency.

Flood Mitigation Assistance (FMA) FMA provides funds on an annual basis so that measures can be taken to reduce or eliminate risk of flood damage to buildings insured under the National Flood Insurance Program (NFIP).

Implementation of a HMA Hazard Mitigation Project

As soon as a proposed HMA hazard mitigation project has been approved by both HSEM and FEMA, HSEM will initiate completion of a HMA grant contract. The applicant should not begin work on its HMA project until grant is executed, if work has begun before FEMA approval the project may be denied and withdrawn.. Project costs that are incurred prior to the completion and signing of the agreement may not, unless identified as pre-award costs, prove eligible for reimbursement. Once the grant agreement is executed, the applicant becomes a subrecipient. The subrecipient is subject to the provisions and assurances contained in the HMA grant contract, as well as the requirements included in this handbook. In addition, if a portion of a HMA project is to be funded through another agency's grant program, there may be other requirements determined by that agency. An example of this would be the Minnesota Department of Natural Resources (DNR) Flood Damage Reduction Program.

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

All grant funds awarded by FEMA must follow 2CFR§200, specifically sections:

§200.318 General procurement standards.

§200.320 Methods of procurement to be followed.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

§200.323 Contract cost and price.

Project Management/Administration (This will be updated as new system is implemented)

A. General

1. HSEM will serve as the grantee for project management and accountability of funds in accordance with 44 CFR Part 13. Subrecipients are accountable to the grantee for funds that have been awarded to them.
2. Subrecipients will utilize the E-Grants system to process all Hazard Mitigation financial reimbursements and quarterly progress reports.
<https://app.dps.mn.gov/egrants/Login2.aspx?APPTHEME=MNDPS>
3. The E-Grants Coordinator is responsible for coordinating the E-Grants application with the subrecipient.
4. Subrecipient must conform to all FEMA, State of Minnesota and local requirements.
5. The subrecipient will implement a record-keeping and financial system for the project.
6. Subrecipient will be provided the SRMC form to opt in or out of 5% management costs during the application period. Referencing the budget and narrative submitted with application, HSEM will monitor and track project management costs and SRMC.
7. The subrecipient will submit **quarterly progress reports** to the State in E-Grants. Due dates for these reports are fifteen days after the end of the fiscal quarter during the time that the project is in progress. The final progress report should be a complete assessment of project accomplishments.



<i>Quarter</i>	<i>Progress Report Due Date</i>
October 1 – December 31	January 15
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15

8. The SHMO will monitor and evaluate projects by utilizing the quarterly progress reports submitted by the subrecipients. The SHMO will contact the subrecipient if such a report is not received in a timely manner. Additionally, the SHMO will promptly respond to any suggestion, in the context of the quarterly progress report or otherwise, that a significant problem with a project exists.
9. The subrecipient will maintain financial records and receipts necessary to document all of its expenditures for the hazard mitigation project as outlined in Part IV above. These documents will be submitted to the state with each Quarterly Expenditure Report form.
10. The SHMO will review requests for partial payment, time extension requests, and cost overruns. The SHMO will also coordinate project closeout.
11. The 5% SRMC (if applied for) will be calculated based on final project costs and reimbursed as project is closed out at no cost-share (100%).

B. Scope of Work

No changes in scope of work are allowed after an application is approved by FEMA as directed by FEMA policy. Change in scope of work means any work other than what was expressly identified in the project application. All potential project sites need to be identified in the original application submitted to FEMA. Any potential amendments or adjustments to work described in application must be reviewed and approved by state and FEMA before work is done.

C. Payment of Funds

1. Federal Share
The subrecipient shall submit reimbursement requests at least quarterly. Zero expenditure reports shall be submitted in any quarters funds were not expended. Based on the amount of a partial payment to a subrecipient will depend upon the total project expenditures to date that can be documented; ensuring that the remaining work to be completed is well within the dollar amount of the approved project.
2. Local Share
The 25% local share will be tracked quarterly. If match is not met, the federal reimbursement will be reduced. Payments may be recalculated to maintain 75/25 split. A minimum of 25 percent is required and the final payment will ensure this requirement is met.

D. Time Limits and Extensions

1. As a general rule, projects must be started within 90 days of their approval by FEMA, and be completed within three years (36 months) of the start date. Exceptions to these time limits may be granted for certain types of projects and/or special circumstances.
2. If a subrecipient determines that it will not be able to complete its project by the date specified in the grant contract, it must immediately notify the SHMO in writing, and request a time extension. In its letter, the subrecipient must explain why it will not be able to meet the completion deadline, what project work remains, and when it anticipates the project will be completed. After reviewing the time extension request, the SHMO will notify the subrecipient of the decision.

E. Cost Overruns**1. Federal Share**

- a. Subrecipients will be required to notify the SHMO in writing as soon as they determine their project will have a cost overrun. The letter should include the dollar amount of the overrun, the reason for the overrun, and provide appropriate justification and documentation (invoices, copies of contracts, pictures, etc.) to support the additional costs.
- b. The SHMO will evaluate each cost overrun, and make a determination as to whether or not it appears to be justified.
- c. If the SHMO determines the cost overrun is justified, he/she may approve it if the following criteria can be met:
 - (1) No additional federal HMA monies for the project are requested, or additional federal HMA monies for the project are requested, and are available due to a cost underrun on another project.
 - (2) The federal share of the project cost does not exceed 75 percent. If HSEM and FEMA approve the cost overrun, FEMA will be requested to obligate the additional HMA monies necessary for that project. The subrecipient will be notified when the request is made.
 - (3) The full scope of work on all affected projects can still be met.
 - (4) The project remains cost-effective.
- d. Cost overruns which are determined by the SHMO to be justified and deserving of approval, but which do not meet the criteria listed above may be submitted to FEMA for a determination.
- e. If the FEMA Region V Regional Director approves the cost overrun request, they shall notify the SHMO in writing, and proceed to process a supplement. However, in no case will the total amount obligated to the state exceed the funding limits set forth in Section 206.432(b) of the Final Rules for the Stafford Act.

F. Project Completion and Closeout

1. When a subrecipient has completed its hazard mitigation project, they will be responsible for filling out a Project Completion Certification form (see Attachment 3). This form must be forwarded to the SHMO within 60 days of project completion.
2. Subrecipients must provide documentation to verify the conditions stated in the Record of Environmental Consideration, FONSI or Environmental Assessment, or any other environmental approval documentation were met. They must submit all copies of permits or other required documentation to the state, which are available if requested by FEMA at time of closeout.
3. Subrecipients who have undertaken projects that alter, acquire, demolish or relocate structures or property shall forward a copy of restrictive covenants, easements or maintenance agreements be conveyed on the deed to any affected property forward a copy of the closing statement and deed restriction for each property that was affected using HMA funds or matching funds.
4. The SHMO will review the completed Project Completion Certification and supporting documentation to determine that all claims and costs are eligible and in compliance with the HMA grant contract.

5. After the SHMO has reviewed the project completion documentation and found it acceptable, he/she will notify FEMA in writing that the project is completed, reported costs were incurred in the performance of eligible work, and the project is in compliance with the FEMA-State Agreement. The SHMO will also forward a copy of the Project Completion Certification to FEMA.
6. Upon approval of the project completion documentation, the SHMO will also authorize payment for any approved administrative costs and remaining documented and approved expenses of the project to the subrecipient. If any HSEM state share monies have been approved for the project, such monies will be included in the aforementioned warrant. If other state agency share monies have been approved for the project, a warrant for that share will be issued by the applicable state agency, in accord with the procedures it has established.

G. Maintenance, Inspection, and Reporting

The subrecipient must perform maintenance per the maintenance agreement and acquired properties must be inspected with reports sent to the SHMO per the HMA grant contract.

H. Audits

The subrecipient must comply with the audit requirements described in the HMA grant contract.

I. Appeals

1. An applicant/subrecipient may appeal any determination previously made (by either the SHMO or FEMA) related to federal assistance for a subrecipient. The applicant/subrecipient's appeal must be made in writing and submitted to the SHMO within 60 days after receipt of a notice of the action that is being appealed. The appeal shall contain documented justification supporting the applicant's/subrecipient's position.
2. Upon receipt of an appeal, the SHMO shall review the material submitted, make such additional investigations as necessary, and shall forward the appeal with a written recommendation to the FEMA Region V Regional Director within 60 days.

HMA Project Completion Certification

Subrecipient Name: _____
Disaster Number: _____
Declaration Date: _____

Certification:

I hereby certify that to the best of my knowledge and belief, all work and costs claimed are eligible in accordance with the Section 404 Hazard Mitigation Grant Program grant contract, all work claimed has been completed, and all costs claimed have been paid in full.

Signed: _____
(Subrecipient's Authorized Representative) (Date)

I hereby certify that all funds were expended in accordance with the FEMA-State Agreement, and I recommend a final payment of \$_____.

Signed: _____
(Governor's Authorized Representative or Designee) (Date)

Lower Zumbro River-FEMA Project Scoping Grant Application Summary

Geographic areas description:

The Zumbro River is a tributary to Pool 5 of the Upper Mississippi River near Kellogg, MN. Project scoping will be conducted on the lower 15.5 miles of the river from the mouth upstream to the City of Hammond. The lower 4.5 miles of the river channel has a long history of alterations to allow agricultural use of the floodplain. The channel was straightened and levees were constructed in 1972-74 to prevent flooding of adjacent drained farmlands. The floodplain was historically a series of interconnected tributaries, wetlands, and forest. Upstream from Kellogg the river corridor has also been altered for agricultural use. The river flows through the communities of Hammond, Millville, Theilman, and Kellogg which have a long history of flooding. Various county roads parallel the river channel in most of the project reach. These roads are important community lifelines that require frequent repairs due to flooding and erosion.

How will the mitigation activity be implemented?

The project scoping process will be a collaborative effort by a team of staff from NGOs, local and state agencies, and unaffiliated individuals. The project will be led by staff from the Minnesota Department of Natural Resources (MNDNR), Wabasha County, and The Nature Conservancy (TNC). Hydrologic and hydraulic modeling, geomorphology surveying, channel design, and flood risk assessment will be done by MNDNR staff. The Wabasha County SWCD will be responsible for conducting a landowner survey and project communications on a local level. Wabasha County Highway Department staff will conduct a survey of road embankments to identify sites vulnerable to flood damage. TNC staff will focus on restoring ecological function of floodplain, wetland, and forest habitats and increasing resilience to climate change.

What is the scope of work for the proposal? Will it result in a complete project application for future funding opportunities?

This project will collect information necessary to develop a complete project subapplication for future funding. The future project will improve infrastructure protection from flood damage while restoring water quality and habitat, and increasing resiliency to climate change. Southeast Minnesota is becoming wetter as the climate changes with 2019 the wettest year on record. This is causing profound changes in the hydrology of regional watersheds. During project scoping, outreach will be conducted to a) determine the issues that are most important to floodplain landowners and municipalities; and b) identify potential locations to implement floodplain and infrastructure improvements. The Minnesota Statewide Flood Risk Assessment estimates a potential economic loss from a 100-yr flood in Wabasha County to be \$100-\$200 million. Twenty-nine historical floods occurred in the county from 2007 through 2016 with total property damage over \$24 million. The largest flood on record occurred in September 2010. Nearly \$18 million in damages occurred in Zumbro Falls, Hammond, Plainview, and Kellogg. The flood resulted in FEMA Disaster Declaration DR-1941. An important part of our project will be a flood risk evaluation to assess the vulnerability of any structures remaining in the floodplain. We will also examine the vulnerability of roads to flood damage and mudslides. County road embankments adjacent to the river will be assessed to identify sites vulnerable to undercutting and where stormwater management improvements are needed to protect this community lifeline.

Excessive sediment loading to the Zumbro River has reduced flood capacity, severely degraded aquatic habitat, and hinders recreational use of the river. Surveying of stream bank condition and channel geomorphology will be done on the main river. A detailed study of sediment loading will be done on Spring Creek and Trout Brook, two coldwater tributaries that are contributing significantly to the sediment problem in the Lower Zumbro River. This information is needed to prioritize efforts that address sediment loading and floodplain connection and may ultimately lead to improved flood water storage.

The U.S. Army Corps of Engineers (USACE) has developed a 1D-2D combination hydraulic model for the Mississippi River (Pool 5). A significant portion of the confluence with the Zumbro River is included in the modeled area. Additional modeling will be done to evaluate the interaction between the Mississippi and Zumbro rivers. The USACE model will be run for the 100 yr flood to examine how different hydrographs impact the area. Unsteady flows will be run for a range of flood frequencies including the bankfull flow. A 1D model of the current Zumbro River channel will be made and up to three iterations of a newly designed channel will also be modeled. The effects of a four-lane highway bridge and an adjacent railroad bridge on flow hydraulics and sediment transport will also be examined. Existing USGS sediment models will be used to examine bedload and transport. We will model the current condition with levees in place and then removed to examine how the floodplain and distributary channels would function in the absence of levees. Channel and floodplain surveying will provide data needed to re-meander the lower four miles of channel and reconnect it to the floodplain. The anticipated reduction in sediment and phosphorous loading from eroding banks will be estimated along with improvements in flood and sediment conveyance. The eventual channel and floodplain restoration may be incorporated into the USACE management plan for the 900 acre Rolling Prairie dredge spoil disposal site near Kellogg.

Reducing flooding and sedimentation are high priorities of the recently completed Zumbro River Comprehensive Watershed Management Plan (2021). Measurable goals are presented in Table 5-2 (pages 77-79) of the management plan. Project scoping will provide information that can be used for targeting flood hazard mitigation measures and meeting water quality goals related to sediment and phosphorous loading.

Who will manage and complete the mitigation activity?

A project plan and timeline were developed collaboratively among project partners. The MNDNR will be the project lead but each partner will have specific responsibilities. The landowner survey will be contracted to an individual experienced with working with landowners in the project area. Hydraulic modeling will be contracted to the MNDNR floodplain unit. All other project scoping activities will be done by staff supplied by the Wabasha County SWCD, MNDNR, and TNC.

What are you doing to consider other risks in the project area?

The project area is highly vulnerable to flash flooding which can require evacuations that must be communicated to residents and campground visitors. Transportation and communications are vital to public safety and are threatened by floods. Mudslides and debris flows can occur in gullies that form down the faces of steep bluffs. Debris from landslides can make roads impassable. Gullies can also be eroded through roads potentially cutting-off emergency services. Loss of electricity can occur when

Outreach Coordinator-Landowner Survey Technician

Reports to Wabasha SWCD District Manager

Job Summary:

Under the direction of the District Manager the Outreach Coordinator is responsible for outreach and coordination of the landowner survey for the Lower Zumbro River project scoping grant. The geographic area of focus will target properties within the 100 year flood zone of the Zumbro River starting at Hammond continuing downstream to the confluence of the Mississippi River. Areas outside of the 100 year flood will be tracked for opportunities for flood storage capacity, upland treatment, infrastructure and safety hazard mitigation.

There are six municipalities (including three unincorporated) within the specified geography. The combined population is approximately 1,000 people. There are 95 landowners within the 100 year floodplain.

Duties and Responsibilities

- Scoping 100 year flood plain: number of landowners, acres of tillable land, acres of pasture, infrastructure (buildings, roads, associated ag buildings, campgrounds, fence, etc.)
- Work with Wabasha County SWCD District Manager and DNR Clean Water Specialist to develop an over view of program/potential/goals
- Coordinate activities with partner organizations (e.g. county departments, township boards, private citizens, state, federal, etc.)
- Organize, attend and participate in various outreach and informational event
- Conduct visits with landowners, township and municipality boards and administrators
- Assemble project lists/costs as it relates to the grant
- Outreach activities include but not limited to: outreach letter, follow up phone calls, onsite visits, town hall meetings
- Maintain records of communications and project coordination
- Assemble list of contacts

Survey Cost Breakdown:

Conducting outreach/communication activities: 200 hrs @ \$50.00/hr = \$10,000

Landowner time: 107 hrs @ \$30.98/hr = \$3,314.86 - Match

Technical analysis and reporting: 200 hrs @ \$60.00/hr = \$12,000

Administrative costs: 67 hrs @ \$75.00/hr = \$5,000

Outreach event costs and misc. = \$1,736.25

Total Survey Cost \$28,736.25

power lines are toppled by flood waters. This can hinder communications and is a concern since much of the project area is in steep valleys with poor cellular phone reception. To identify the multitude of risks related to flooding, a diverse group of stakeholders will be engaged by the multi-agency and organization partnership.

Is there an estimate for when the mitigation activity will take place?

Project scoping would begin as soon as funding is awarded. We plan to begin the project in 2023 with completion in 2026. After project scoping is completed, a full project proposal will be developed for implementation of mitigation measures. We intend to apply for project implementation funding upon completion of project scoping.

What alternatives will be considered?

Purchasing land in the floodplain and removing it from agricultural use is unlikely due to cost constraints and potential issues with public land acquisition in Wabasha County. Simply moving the levees in the lower 4.5 miles back to allow more room for the channel to meander would not be as effective as remeandering the channel onto US Army Corps of Engineers land that is already in public ownership. The Highway 61 and railroad bridges are likely improperly sized and impeding sediment movement. Modeling may show that resizing these bridges would be very beneficial, but likely would not be considered until the bridges are due for replacement. Upland practices that would store water and slow runoff are being considered but these types of structures may be better suited for implementation via local watershed planning and State funding options. Our proposal targets priorities that are unlikely to be addressed via watershed implementation funding due to cost constraints.

Do activities being considered align with a hazard mitigation plan?

The planned activities align with flooding mitigation actions in Table 32 (pages 113-118) of the Multi-Hazard Mitigation Plan for Wabasha County. Activities include flood reduction measures to protect transportation infrastructure, creating upland water storage, developing floodplain zoning regulations, developing a flood mitigation plan, working with landowners to reduce local flood damage, stormwater management planning, and others.

Additional comments:

The levees are maintained by the Wabasha County Highway Department. Semi-annual inspections are conducted and annual reporting is made to the USACE based upon a 1975 memorandum of understanding. When constructed the levee system had a projected 50-year lifespan. This will be reached in 2025. Annual levee maintenance costs to the County average \$3,400. However, deferred maintenance including bank stabilization and channel dredging currently total \$200K and could be significantly higher depending upon the amount of dredging that is needed. All maintenance is funded through local sources. The levees protect limited infrastructure from flood damage as nearly all of the land protected by the levees is in agricultural production. Much of these lands are artificially drained by an underground pumping system while pivot irrigation is also present on some fields. Thus the agricultural lands protected by the levees are highly marginal. There are very few landowners who benefit from the levee system with little overall public benefit.



Jen Wahls, Landscape Connections LLC

To the Wabasha SWCD Board.

Thank you for your contributions
and support to the Wabasha
Forestry Days!

"Nature holds the key to our aesthetic, intellectual, cognitive
and even spiritual satisfaction." - E.O. Wilson

Your support and partnership
help keep the tradition, started 46
years ago, going.

Wabasha Forestry Committee

Mark Miller

Jim Newman

Jen Wahls

Terri Peters

Tom Gasse

Mike Greenheck

Rich Hoil