

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
April 27, 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. Arendt Holstein's Resort, LLC AgBMP Loan Application in the amount of \$63,500.00 for an Artex Manure Spreader for better coverage/spreading.
- B. Joe Reinhardt Voucher payment for Contract# 22-SDWGPh2-1 in the amount of \$2,500.00 for Reverse Osmosis Water Treatment System and Installation.
- C. Mark Graner AgBMP Loan Application in the amount of \$12,250.00 for a Manure Spreader to do a better job of spreading and the amount per site.
- D. Mark Graner AgBMP Loan Application in the amount of \$11,750.00 for a Skid Loader to load and spread animal waste in a timely manner.
- E. Adam Graner Voucher payment for Contract# 19-DWP-CC-5 in the amount of \$900.00 for 3rd year - final payment of cover crops.
(Funding FY19 Drinking Water Protections on SE MN)
- F. Theodore Mehrkens Voucher payment for Contract# 19-DWP-CC-7 in the amount of \$900.00 for 3rd year -final payment of cover crops.
(FY19 Drinking Water Protections on SE MN)

VI. SECRETARY'S REPORT

- A. March 23, 2023 Meeting Minutes – **Board Action**

VII. TREASURER’S REPORT – Board Action

- A. March District Financial Statements
- B. February Program Record - Informational

VIII. PAYMENT OF MONTHLY BILLS

- A. Monthly Bills in the amount of \$272,621.85 - **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. Bookkeeper/Administrative Assistant -Sue Cerwinske
- G. BWSR Report – None
- H. Other agencies – None

X. OLD BUSINESS

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

XI. NEW BUSINESS

- A. Bank Signatories -- **Board Action**
Peoples State Bank – Entity Authorization - All Sign
- B. WinLaC (Mississippi River Winona La Crescent) Comprehensive Watershed Management Plan Sub-Agreement for Watershed Based Implementation Funding. A sub-agreement between Root River and Water Conservation District and Wabasha County Soil and Water Conservation District – **Board Action/Signature**
- C. Approve Diane McNallan Amendment #1 to Contract 2022WAGZ-WC-04 to change the install date to 11/30/2023 and change the amount to \$8,366.35 – **Board Action** (Date change to allow for fall construction and amount changed due to increased costs since the time of the original contract.)
(Funding source Greater Zumbro Watershed Based Funding)
- D. Approve Eversman Brothers Farms Site 1 Contract# 23CWF-WIC-2 in the amount of \$6,357.67 for 410 Grade Stabilization – **Board Action**
(Funding source 2023 West Indian Creek Watershed Restoration and Protection)
- E. Approve Eversman Brothers Farms Site 2 Contract# 23-CWF-WIC-3 in the amount of \$8,370.38 for 410 Grade Stabilization – **Board Action**
(Funding source 2023 West Indian Creek Watershed Restoration and Protection)
- F. MASWCD Supervisors and Staff Members – Call for Resolutions for 2023 Resolution Process. July 21, 2023 is the deadline for area resolutions to be received by MASWCD office. (Resolution area meeting is generally held in June)- **Discussion**
- G. Approve University of Wisconsin-River Falls Standard Research Agreement – **Board Action**
- H. Approve hiring a Conservation Technician – **Board Action**

- I. Upcoming Events:
 - i. First Newsletter Mailer went out Tuesday, April 18, 2023!
 - ii. Tree Pickup Day – April 28 8:00 am to 4:00 pm
 - iii. 5th Grade Conservation Day. Tuesday, May 9th, 2023
 - iv. Local Work Group meeting June 22, 2023 a.m.
(Note: We will recess regular meeting for this)

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



DEPARTMENT OF AGRICULTURE

Minnesota Department of Agriculture
625 Robert St. N., St. Paul, MN 55155-6120

www.mda.state.mn.us/agbnp/loans

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

AgBMP LOAN APPLICATION

County: Select from Drop down

(Required for all applications)

(One) First Name

(One) Last Name

(Optional) Company

Borrower Information: Arendt Holstera Resort LLC.
Street Address: 66772 430th Ave

City: Mazeppa State: MN Zip: 55956 Telephone: 507-273-8411

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:
50x800 Artex Manure spreader
Better coverage/spreading

Well Eligibility Does this project implement Drinking Water Standards?
Does this project eliminate Groundwater Pollution?

Is this application for a city, town, or other municipality?
 Is this application for a facility with an Industrial Waste Permit?

PLS Township #: 110 N
Range: 14 W
Section: 08

Latitude: _____ Longitude: _____
OR
Pin or Parcel #: _____

LOCAL GOVERNMENT APPROVAL

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

Approved Loan Amount	\$	
Estimated Total Project Cost (all sources)	\$	<u>63,500.00</u>
Animal Units (Feedlot improvements or manure handling equipment for facilities > 1000 AU that are not in the Mississippi watershed are ineligible)	Beginning:	Ending:
	<u>670</u>	<u>670</u>
Primary Livestock	<input checked="" type="checkbox"/> Dairy <input type="checkbox"/> Beef <input type="checkbox"/> Swine <input type="checkbox"/> Other:	
Primary Crops: Selection 1 Selection 2	Conservation Tillage Acres AFTER Project:	Total Acres Farmed: <u>980</u>
Approval Expiration and Other Restrictions		

Project Approved by: Jeri Peters Date: 3/27/2023

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:			
Total Number of Payments:			
Interest rate (if other 3%):	%	(Optional) Balloon Payment Date	
Lender Organization Name	<u>[REDACTED]</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

PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: Joe Reinhardt Contract No.: 22-SDWGPh2-1
 Address: 64832 East CR 19
 City, State, Zip: Kellogg, MN 55945 Total Amount Authorized: \$2,500.00
 Estimated
 Project Cost: \$3,660.00 % Approved: 80% (state) 80% (state & non-state)
(from approved contract or amended contract, does NOT include Pre- Con. Cover)

Item	Quantity	Unit	Unit Price	Cost
NM 150 L-S nitrate filter /installation materials/labor	1.000	quote	\$3,660.00	\$3,660.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
PROJECT COST:				\$3,660.00

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final): Final
 B. Total cost of practice to date: \$3,660.00
 C. Eligible amount (total cost x % approved + P.C.C.): \$2,500.00 (State Funds)
 D. Total other state payment amount: \$0.00
 E. Total non-state payment amount: \$0.00
 F. Total previous partial payments: \$0.00
 G. Pre-Construction Cover payment amount: \$0.00
 H. Maximum payment amount: \$2,500.00

Pre-Con.Cover AC	Rate/AC

Amount Approved for This Voucher: **\$2,500.00**
(cannot exceed Total Amount Authorized)

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

Joe Reinhardt 3-28-2023
 Payee Signature Date

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

TERRI PETERS
 (Affiliate)
Digitally signed by TERRI PETERS (Affiliate) Date: 2023.03.28 09:44:29 -05'00'

Technical Assistance Provider

Date

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

Susan Cerwinke
 Administrative Sign-off

Date

3/28/2023

Hofschulte Well & Pump Service, LLC

7360 97th Avenue NE
PO Box 198
Elgin, MN 55932
(507) 876-2922

Invoice

Date	Invoice #
3/28/2023	12560

Bill To
Joe Reinhardt 64832 East CR 19 Kellogg MN 55945

Technician: Nick

Description	Rate	Terms
		Due on receipt
Date of Service 3/24/2023 Includes: - NM 150 L-S nitrate filter - Materials and miscellaneous fittings 1 bag of salt - Labor	3,660.00	3,660.00
It's been a pleasure working with you! Please remit payment to above address.		Total \$3,660.00

A FINANCE CHARGE of 1.5% per month which is an ANNUAL RATE of 18% will be charged on all accounts over 30 days.



QD Control Box

Capital
SOFTENER, INC.
WISCONSIN, WISCONSIN
(608) 241-1511

HydroPro
Water Systems Tank

HÖSCHULTE

WASTED PLUS
WCC



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: Select from Drop down 79

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

Street Address: 19606 Co. Rd 18

City: Kellogg State: MN Zip: 55945 Telephone: 507-859-2352

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:
Manure Spreader & SKid loader
Do a Better Job of spreading and
the amount per site

Well Eligibility: Does this project implement Drinking Water Standards?
Does this project eliminate Groundwater Pollution?

Is this application for a city, town, or other municipality?
 Is this application for a facility with an Industrial Waste Permit?

PLS Township #: 110 N
Range: 10
Section: 30 & 31

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>24,000.00</u>	<u>12,250.00</u>	<u>Review Book</u> <u>Eric</u> <u>4-5-23</u>
Estimated Total Project Cost (all sources)	\$ <u>24,000.00</u>	<u>12,250.00</u>	
Animal Units (Feedlot improvements or manure handling equipment for facilities > 1000 AU that are not in the Mississippi watershed are ineligible)	Beginning: <u>Cow/calf 50</u>	Ending: <u>50</u>	
Primary Livestock	<input type="checkbox"/> Dairy <input checked="" type="checkbox"/> Beef <input type="checkbox"/> Swine <input type="checkbox"/> Other:		
Primary Crops: Selection 1 Selection 2	Conservation Tillage Acres AFTER Project: <u>120</u>	Total Acres Farmed: <u>120</u>	
Approval Expiration and Other Restrictions	<u>June 29, 2023</u>		

Project Approved by: Jan Hest Date: 3-27-2023

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"/>
(Optional) Additional Request #	\$ _____	Initials: _____ Date: _____
Number of payments per year:	_____	
Total Number of Payments:	_____	
Interest rate (if other 3%):	% _____	(Optional) Balloon Payment Date _____
Lender Organization Name	<u>Foresight Bank</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



Minnesota Department of Agriculture
625 Robert St. N., St. Paul, MN 55155-6120

www.mda.state.mn.us/agbmlpans

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

AgBMP LOAN APPLICATION

County: Select from Drop down 79

Borrower Information: (Required for all applications) (One) First Name: Mark (One) Last Name: Groner

(optional) Company:

Street Address: 19606 Co. Rd 18

City: Kellogg State: MN Zip: 55945 Telephone: 507-258-2352

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:
Skid loader
Lead & Spread Animal Waste in
A timely manner

Well Eligibility: Does this project implement Drinking Water Standards?
Does this project eliminate Groundwater Pollution?

Is this application for a city, town, or other municipality?
 Is this application for a facility with an Industrial Waste Permit?

PLS Township #: 110 N
Range: 10
Section: 30 + 31

Latitude: _____ Longitude: _____

Pin or Parcel #: _____

LOCAL GOVERNMENT APPROVAL

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

Approved Loan Amount	\$	<u>11,750</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:	Ending:
	<u>50</u>	<u>50</u>
Primary Livestock	<input type="checkbox"/> Dairy <input checked="" type="checkbox"/> Beef <input type="checkbox"/> Swine <input type="checkbox"/> Other:	
Primary Crops: Selection 1 Selection 2	Conservation Tillage Acres AFTER Project:	Total Acres Farmed:
	<u>180</u>	<u>180</u>
Approval Expiration and Other Restrictions	<u>June 29 2023</u>	

Project Approved by: Jew Decker Date: 4-6-2013

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"/>	
(Optional) Additional Request #	\$	Initials:	Date:
Number of payments per year:			
Total Number of Payments:			
Interest rate (if other 3%):	%	(Optional) Balloon Payment Date	
Lender Organization Name	Foresight Bank		
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

FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: Adam Graner
 Address: 63031 W Cty Rd 19
 City, State, Zip: Kellogg/MN 55945
 Contract No.: 19-DWP-CC-5 Total Amount Authorized: \$2,700.00
 (from contract)

Practice	Quantity	Unit	Unit Rate	Total
340 cover crops	30	acres	\$30.00	\$900.00

PAYMENT REQUEST: \$900.00

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

Adam Graner
 Payee Signature

4-20-2023
 Date

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final):	Final
B. Payment amount requested:	\$900.00
C. Total Amount Authorized:	\$2,700.00
D. Total previous partial payments:	\$900.00
E. Amount available (C - D)	\$1,800.00

Amount Approved for This Voucher: \$900.00
 (cannot exceed Total Amount Authorized)

Technical Certification

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

DEAN THOMAS
 (Affiliate)
 Digitally signed by DEAN THOMAS (Affiliate)
 Date: 2023.04.20 18:37:47 -05'00'

Technical Assistance Provider

 Date

Administrative Certification

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

Susan Cervinche
 Administrative Sign-off

4/25/2023
 Date

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

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

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

Staff Present: Terri Peters, District Manager

Others Present: Bob Walkes, County Commissioner, Frank Klennert, citizen

II. PLEDGE ALLEGIANCE

III. AGENDA

Motioned by Klennert and seconded by Knudsen to approve Agenda as presented.

Affirmative: Klennert, 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. 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 for home \$25,000.00

Discussion on AgBMP: AgBMP is a revolving loan through MDA. It comes through SWCD to determine that the practice is eligible and allowed for the loan. The application is then signed and sent over to the lender they are working with. Practice should be for clean water benefit.

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

Affirmative: Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

VI. SECRETARY'S REPORT

A. February 24, 2023 Meeting Minutes – Board Action

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

Affirmative: Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

VII. TREASURER'S REPORT – Board Action

A. February District Financial Statements

B. January Program Record – Informational

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

Affirmative: Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

VIII. PAYMENT OF MONTHLY BILLS

A. Monthly Bills in the amount of \$10,267.48 - Board Action

Motioned by Knudsen and seconded by Klennert to approve Payment of the Month

Affirmative: Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

IX. DISTRICT REPORTS

A. Chair Report – Lynn Zabel

B. County Commissioner – Bob Walkes

WinLaC approved. No news for County.

C. District Manager Report – Terri Peters

Work out staff hours -Need to do new work Plan. Talked to Shawn about job positions, rescaled pay. What is needed for advancement. What level JAA to move up a grade. Riley, new Fillmore Mgr. also brought up new wage scale. Area-wide discussion with Adam.

WinLaC presentation with Sheila to SE Regional BWSR board meeting and now up to the main BWSR board meeting

Locally-Led Flyer took to legislators. 2 Winona, Lynn and Terri talked to legislators.

West India-teams Forestry meeting with DNR Forestry, NRCS Forestry, all together.

Contracting with Jen Wahls. Need to line up work.

Meetings – BALMM and Groundwater Forum

Jim Warholl is the new Game/Wildlife, contacted Terri. New Conservation Focus

Manager. They are working on buckthorn, have issues, follow up. Work with them, figure projects with funding.

AgBMP - Sat in on advisory committee meeting.

Katelyn is working with Katie Himanga on a management plan for burial grounds in Lake City. Plan to turn it over to the Prairie Island tribe.

Katelyn is putting together tree planting information on each of the trees we are selling.

- D. NRCS Report – John Benjamin – (in packet)
- E. District Technician Report- Matt Kempinger (in packet)
Dag complimented Matt on the West Indian Creek Watershed Outreach Status maps. Terri played a video that Matt made on the progress of the Gorman Creek project.
- F. Natural Resources Conservation Technician Report – Henry Stelten
Working on the mailer. Ready for printing. Trouble with USPS for nonprofit mailing.
- 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**
*The reason to attend was to lobby for SWCD Aid to come directly from the State to use locally. Tuesday night, Terri, Lynn and two Winona supervisors met with our state representatives Pelowski and Altendorf. Discussed Need to have more funding for pond upland storage clean-out. Not able to do clean-out ponds with the current funding. To meet current standards, need to rebuild, rework or a new pond. Pelowski wants to write a bill, which will include Wabasha, Fillmore, Winona, Goodhue and Houston. Terri went to managers and talked about a proposal. \$1.25 million. 2 years, \$250,000.00 per county. After two years someone would need to report back to legislators.
Note to Bob that the bill is written for the funds to come through the county.*
- C. West Indian Creek Outreach Update – **Informational**
Matt furnished maps of outreach in the board packet. Terri went over the maps pointing out critical areas to work on and answered questions from the board. Need to figure out the next step. Money there for projects now. Working towards projects getting 90% cost share. We had sent out cost estimates and the actual amounts that came in were a lot more expensive. Mississippi River Basin funds we can use to piggy back on federal funding, from NRCS.

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**
*Jen will be doing WIC monitoring coordination, forestry practice outreach and newsletter. Also, for WIC, landowner outreach and education.
National Wild Turkey Federation, coordinate private forest management for turkey habitat. Rate per hour will be \$60.00.
Private Forest Management grant from MN DNR.*

Motioned by Klennert and seconded by Knudsen to approve Contract for Services between Wabasha Soil and Water Conservation District and Jennifer Wahls, Landscape Connection LLC for 2023.

Affirmative: Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

- 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)

Motioned by Knudsen and seconded by Tentis to approve Patricia Livingston Contract # 2023WAGZ-WC-001 in the amount of \$860.72 for 412 Grassed Waterway.

Affirmative: Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

- C. Approve purchase of ArcGIS Professional Basic Software \$765.00/yearly. Will be an operational expense– **Board Action**

ArcGIS maps to track implementation. Enable mapping system documents to be uploaded and accessed out in the field. Track implementation of plans we are working on. Matt will be setting it up. Cost will be calculated in our billing rate for next year.

Motioned by Knudsen and seconded by Klennert to approve the purchase of the ArcGIS Professional Basic Software \$765.00/yearly.

Affirmative: Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

- 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

FEMA Grant Work Plan. Our portion is \$28,736.25.

- E. Approval for Terri Peters to move ahead with a separate contract with Jen Wahls based on the work plan – **Board Action**

Motioned by Knudsen and seconded by Tentis to approve Terri Peters to move ahead with a separate contract with Jen Wahls based on the work plan.

Affirmative: Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

- F. Upland Storage Cleanout Bill at Legislature – **Informational**

Talked about earlier with legislative update.

- G. Upcoming Events:
- i. April tree delivery – No date yet.
 - ii. 5th Grade Conservation Day. Tuesday, May 9th, 2023
Kevin Siewert, dairy barn and Springer for DNR Fisheries, Forestry and Water.

XII. Board Reports

- A. Whitewater JPB – Lynn – **No Meeting**
- B. Zumbro 1W1P – Dag - **No Meeting**
- C. WinLaC 1W1P – Lynn
Approval process. Terri and Sheila's presentation.
- D. SE SWCD Technical Support JPB – Dag/**Meetings twice a year July and Dec.**
- E. County Board Meeting – Sharleen - **Bob earlier**

XIII. Adjourn – Board Action

Motioned by Knudsen and seconded by Tentis to Adjourn the meeting a 9:19 am

Affirmative: Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

Respectively Submitted by:

Dag Knudsen, Secretary

Wabasha Soil and Water Conservation District

Cash Balances

As of March 31, 2023

	<u>Mar 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	259,388.66
Money Market WNB Financial	7,410.90
Peoples State Bank Money Market	308,209.14
Petty Cash	37.28
WNB Financial	15,547.87
Total Checking/Savings	<u>590,593.85</u>
Total Current Assets	<u>590,593.85</u>
TOTAL ASSETS	<u>590,593.85</u>
LIABILITIES & EQUITY	0.00

Wabasha Soil and Water Conservation District

Balance Sheet

04/25/23

As of March 31, 2023

Accrual Basis

	Mar 31, 23
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	259,388.66
Money Market WNB Financial	7,410.90
Peoples State Bank Money Market	308,209.14
Petty Cash	37.28
WNB Financial	15,547.87
Total Checking/Savings	590,593.85
Accounts Receivable	
11000 · Accounts Receivable	22,459.77
Total Accounts Receivable	22,459.77
Other Current Assets	
12000 · Undeposited Funds	648.40
Total Other Current Assets	648.40
Total Current Assets	613,702.02
Fixed Assets	
15000 · Furniture and Equipment	
Computer	4,562.00
Laptops for Distrct 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	640,982.77
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	2,518.52
Total Accounts Payable	2,518.52
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	92,673.11
FY22 State Cost Share	7,873.30
FY23 Buffer Law Implementation	17,000.00

Wabasha Soil and Water Conservation District

04/25/23

Balance Sheet

Accrual Basis

As of March 31, 2023

	<u>Mar 31, 23</u>
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	520,164.14
Deposit on Tree Sales	10,880.51
24000 · Payroll Liabilities	1,192.99
25500 · Sales Tax Payable	716.13
Total Other Current Liabilities	534,535.63
Total Current Liabilities	537,054.15
Total Liabilities	537,054.15
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	-152,467.09
Total Equity	103,928.62
TOTAL LIABILITIES & EQUITY	640,982.77

Wabasha Soil and Water Conservation District

Profit & Loss

04/25/23

March 2023

Cash Basis

	Mar 23
Ordinary Income/Expense	
Income	
Charges for Services	
Plat Book Sales	464.29
Tree Sales	78.00
Total Charges for Services	542.29
Intergovernmental Revenues	
State	
FY23 Easement Delivery (RIM)	1,650.00
Total State	1,650.00
Total Intergovernmental Revenues	1,650.00
Total Income	2,192.29
Gross Profit	2,192.29
Expense	
District Operations	
Other Services and Charges	
Building Rent	920.43
Conferences and Conventions	568.34
Education and Information	509.00
Employee Education and Training	175.00
Employee Mileage	55.02
Fees and Dues	40.00
Internet Expense	79.66
Postage	4.92
Subs. and Pubs.	100.00
Vehicle Expenses	
Chevrolet Silverado Vehicle Exp	53.14
Hyundia Tucson Vehicle Expense	54.42
Total Vehicle Expenses	107.56
Total Other Services and Charges	2,559.93
Personnel Services	
Employee Salary Permanent	26,582.98
Employer HSA contributions	875.00
Employer Life and Health	
66000 - Payroll Expenses	6,952.79
Employer Life and Health - Other	22.00
Total Employer Life and Health	6,974.79
Employer Share FICA	1,693.96
Employer Share Medicare	396.17
Employer Share PERA	2,047.51
Total Personnel Services	38,570.41
Supplies	
Office Supplies	1,149.61
Total Supplies	1,149.61
Total District Operations	42,279.95
Project Expenditures	
District	
Storage Space Lease Rolr-Crmper	350.00
Total District	350.00
State	
FY19 Regnl Drinking Water Prote	900.00
FY20 Gorman Creek Restoration	56.90

Wabasha Soil and Water Conservation District

Profit & Loss

March 2023

	<u>Mar 23</u>
LWM NRBG	133.63
North Fork Zumbro-Mazeppa	<u>509.00</u>
Total State	1,599.53
Total Project Expenditures	<u>1,949.53</u>
Total Expense	<u>44,229.48</u>
Net Ordinary Income	-42,037.19
Other Income/Expense	
Other Income	
Interest Income	
Interest Earnings MM's	<u>1,101.42</u>
Total Interest Income	<u>1,101.42</u>
Total Other Income	<u>1,101.42</u>
Net Other Income	<u>1,101.42</u>
Net Income	<u><u>-40,935.77</u></u>

Wabasha Soil and Water Conservation District Monthly Bills Listing

April 27, 2023

Cash Basis

Type	Date	Num	Name	Memo	Account	Paid Amount
Apr 27, 23						
Liability-Check	04/27/2023	11810	Cricketbooks Payroll Service	Created by Payroll Service on 04/26/2023	WNB Financial	4,873.62
Liability-Check	04/27/2023	11811	Auditor/Treasurer of Wabasha County		WNB Financial	-7,230.04
Bill Pmt -Check	04/27/2023	11811	Chel Ross	1st quarter 2023 Mileage	WNB Financial	-39.30
Bill Pmt -Check	04/27/2023	11812	Dag Knudsen-b	1st Qtr 2023 Supv. Mileage	WNB Financial	-100.87
Bill Pmt -Check	04/27/2023	11813	Danckwart Landscaping & Excavating	Gorman Creek Restoration Project # 8344558 less 5% retainage	WNB Financial	-194,251.25
Bill Pmt -Check	04/27/2023	11814	Dodge County Environmental Services	SDW Ph2 - Outread/ Education Qtr 1 2023	WNB Financial	-858.75
Bill Pmt -Check	04/27/2023	11815	Freeborn County SWCD	1st Qtr 2023 MAWQCP expenses	WNB Financial	-437.96
Bill Pmt -Check	04/27/2023	11816	Habitat for Humanity La Crosse Area	WInLac Qtr 1 - Smarter together stories, update homepage	WNB Financial	-3,787.50
Bill Pmt -Check	04/27/2023	11817	HBC	Internet Service 4/02 - 5/01/2023	WNB Financial	-79.66
Bill Pmt -Check	04/27/2023	11818	Joe Reinhardt	22-SDW/GPh2-1 Reverse Osmosis Water Treatment System Installed	WNB Financial	-2,500.00
Bill Pmt -Check	04/27/2023	11819	Lynn Zabel-v	1st Qtr 2023 - Supv. Mileage	WNB Financial	-199.84
Bill Pmt -Check	04/27/2023	11820	Office Depot		WNB Financial	-37.54
Bill Pmt -Check	04/27/2023	11821	Olmsted County Public Works	Mar. Greg Klingner expense and MAWQCP expenses	WNB Financial	-9,366.79
Bill Pmt -Check	04/27/2023	11822	Olmsted SWCD	1st Qtr 2023 SDWG Ph2 Expenses	WNB Financial	-1,834.30
Bill Pmt -Check	04/27/2023	11823	Rice - SWCD	MAWQCP 1st Qtr 2023	WNB Financial	-1,597.00
Bill Pmt -Check	04/27/2023	11824	SE MASWCD	Annual Dues - SE MASWCD	WNB Financial	-100.00
Bill Pmt -Check	04/27/2023	11825	SE MN Water Analysis Lab	2022 SDWG Phase II - 1st Qtr 2023 Water Testing	WNB Financial	-1,600.00
Bill Pmt -Check	04/27/2023	11826	SE SWCD Technical Support JPB		WNB Financial	-47,491.13
Bill Pmt -Check	04/27/2023	11827	Sharleen Klemmer-b	1st Qtr 2023 - Supv. Mileage	WNB Financial	-110.04
Bill Pmt -Check	04/27/2023	11828	Terrl Peters (Expenses)	SE Landscape Committee-Whitewater	WNB Financial	-40.61
Bill Pmt -Check	04/27/2023	11829	Wabasha County Herald	2200 full color, tri-fold, lab Newsletter 2-sided	WNB Financial	-625.33
Bill Pmt -Check	04/27/2023	11830	Wabasha County Highway Department	March Gas for Hyundai and Silverado	WNB Financial	-67.99
Liability-Check	04/27/2023	EFT	VSP Vision Care	May 1 - May 31, 2023 premium	WNB Financial	-53.77

Apr 27, 23

~~47,238.08~~
272,399.47



Invoice

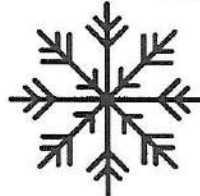
Date	Invoice #
3/23/2023	18115



Bill To

Wabasha County SWCD
611 Broadway Avenue #10
Wabasha, MN 55981

Thank you for your business!
Please reference invoice number(s)
when submitting payment.



Red = Verified by Pete Fryer
Blue = Verified by Matt Kempinger and
Chris Nelson

Matt Kempinger 4-26-23

Due Date	Phone #	E-mail
	507-767-4946	danckwartlandscaping@gmail.com

Item	Description	Qty	Rate	Amount
	Gorman Creek Restoration Project # 8344558			
Mobilization	1. Moving equipment to site	1	5,000.00	5,000.00
Project Cost	2. Site Clearing and Tree Harvest	194	100.00	19,400.00
Project Cost	3. Common Excavation - Onsite Disposal - (Minor Channel Excavation for pools)	0	5.00	0.00
Project Cost	4. Common Excavation - Offsite Disposal - (Major Channel Excavation and bank shaping)	500	7.00	3,500.00
Project Cost	5. Common Excavation - Offsite Disposal - (Floodplain Corridor Excavation and Upper Bank Shaping)	19,000	7.00	133,000.00
Project Cost	6. Common Excavation - Offsite Disposal - (Off Channel Cattle Water Excavation)	0	7.00	0.00
Project Cost	7. Common Fill (Includes 2415 C.Y. Floodplain Corridor)	0	3.00	0.00
Project Cost	8. Cover Rocks (3' by 1.5' average, Need to cover approx 40', 2 rows F&I)	10	300.00	3,000.00
Project Cost	9. Hammerhead Pool Tree Rootwads (6" dia, Min, 7') (F&I)	0	75.00	0.00
Project Cost	10. Hammerhead Pool tree Footer Logs (F&I)	0	75.00	0.00
Project Cost	11. Hammerhead Pool Log rootwad Rocks (F&I)	280	45.00	12,600.00
Project Cost	12. Hammer Head Pool Riffle rock MN Dot Class III (F&I)	52	60.00	3,120.00
Project Cost	13. Hammerhead Pool Riffle rock - 3/4" Gravel (F&I)	12	40.00	480.00
Project Cost	14. Rock Arch Rapids Arch Boulders - 3' Dia. rock (F&I)	36	250.00	9,000.00
Project Cost	15. Rock Arch rapids Riprap MN Dot Class II Angular Rock Riprap (F&I)	125	60.00	7,500.00
Project Cost	16. Rock Arch Rapids riprap Bedding MN Dot Granular Filter B1b Material (F&I)	65	40.00	2,600.00
Project Cost	17. Cattle Crossing Class I MN Dot Rock Rip (F&I)	2.5	100.00	250.00
Project Cost	18. Cattle Crossing Non-Woven Geotextile Fabric, Geotex 801 (F&I)	25	10.00	250.00
Project Cost	19. Spawn Bedding Limestone Gravel (Chinking rock) (F&I)	62.5	50.00	3,125.00
Project Cost	20. Seeding For access routes (F&I)	0	1,000.00	0.00

We appreciate your business and look forward to working with you
in the future.

Visit us at: danckwartlandscaping.com
Affiliate site: wabasha-septic.com

Tax (7.375%)
Total
Paid
Balance Due

All invoices are subject to a 1.5% per month finance charge on unpaid balances



Invoice

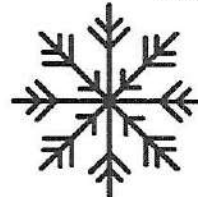
Date	Invoice #
3/23/2023	18115



Bill To

Wabasha County SWCD
 611 Broadway Avenue #10
 Wabasha, MN 55981

Thank you for your business!
 Please reference invoice number(s)
 when submitting payment.



Due Date	Phone #	E-mail
	507-767-4946	danckwartlandscaping@gmail.com

Item	Description	Qty	Rate	Amount
Project Cost	21. Seed - State Mix 34-261	0	22.00	0.00
Project Cost	22. Seed - State Mix 33-262	0	12.00	0.00
Project Cost	23. Seed - Cover Crop (Annual ryegrass)	0	15.00	0.00
Project Cost	24. Broadcast Seed and Crimping Disk Anchored Mulch	0	2,500.00	0.00
Project Cost	25. Temporary Irrigation for Vegetation Establishment	0	8,000.00	0.00
Project Cost	26. Extended Vegetation Management (Year 1)	0	2,000.00	0.00
Project Cost	27. Extended Vegetation Management (Year 2)	0	2,000.00	0.00
Project Cost	28. Extended Vegetation Management (Year 3)	0	2,000.00	0.00
Project Cost	29. Inspections and Maintenance/ Repair (Year 1)	0	3,000.00	0.00
Project Cost	30. Inspections and Maintenance/ Repair (Year 2)	0	3,000.00	0.00
Project Cost	31. Inspections and Maintenance/ Repair (Year 3)	0	3,000.00	0.00
Project Cost	32. Inlet Pool Log rootwads	0	75.00	0.00
Project Cost	33. Inlet Pool Footer Logs	0	75.00	0.00
Project Cost	34. Inlet Pool Angular rock	27.5	60.00	1,650.00

We appreciate your business and look forward to working with you in the future.

Tax (7.375%)	\$0.00
Total	\$204,475.00
Paid	\$0.00

Visit us at: danckwartlandscaping.com
 Affiliate site: wabasha-septic.com

Balance Due \$204,475.00

All invoices are subject to a 1.5% per month finance charge on unpaid balances

From: [Peter Fryer](#)
To: [Peters, Terri - FPAC-NRCS, MN](#); [Kempinger, Matthew - FPAC-NRCS, MN](#)
Subject: [External Email]Gorman Creek Materials Verification
Date: Thursday, April 13, 2023 9:55:33 AM
Attachments: [PrelimEstSept2022RevGormanCreek9-14-2022 Accepted FinalBidDankwartTracking.xlsx](#)

[External Email]

If this message comes from an **unexpected sender** or references a **vague/unexpected topic**;
Use caution before clicking links or opening attachments.
Please send any concerns or suspicious messages to: Spam.Abuse@usda.gov

Terri,

I attached my verification spreadsheet to this e-mail. The analysis I did was a little cumbersome because of my required interpretation of what each load was on the site and the actual number/quantity of loads that had been delivered. I made an original assumption that each load was about 12 cubic yards. I believe after reviewing load tickets supplied that the assumption was low. Even with the low assumption made the amount required to be supplied was very close to what was required. That analysis showed that the Chinking material supplied was low. According to load tickets supplied the tonnage delivered is more than what was required and meets the material needed. The number of loads supplied for Chinking was actually higher than my count of loads due to the subjective nature of the load count in the field. The other harvested materials from existing trees will be more than adequate to cover the rootwads and other materials needed for the practices to be installed. Please contact me if you have any concerns or questions regarding this analysis. At this point the request for payment seems like it is reasonable and justified.

Thanks,

Pete Fryer

NRCS Field Office Report

4/27/23

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
- 15 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)

- 23 Active EQIP **contracts**
- 5 FY23 applications near obligation
- 1 additional FY23 round 1 application was preapproved for funding.
- FY23 EQIP sign up 2 application deadline was March 24th

IRA (Inflation Reduction Act Environmental Quality Incentive Program)

- FY23 application deadline March 24th
- 4 preapproved for funding
- Ranking deadline was April 21st
- Obligation deadline June 2nd.

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 from Feb 27th to April 7th
- 5 new Continuous signups with May 1 start date

Monthly Report – April 2023

Matt Kempinger

Projects

- Gorman Creek construction monitoring and staking
- Helped farmers work with contractors to receive bids on designs
- Preliminary design work on 4 grade stabilization structures
- Preliminary designs and site visits for 1 feedlot fix
- Contract processing for 4 grade stabilization structures
- Contract processing for 2 grassed waterways
- Voucher processing for 2 cover crop contracts
- Schedule 2 farm walkovers
- Review ongoing projects that Henry was working on
- Reopened 1 waste storage project

Others

- Cost share planning for 2023
- Zumbro River Surface Water Assessment Grant (SWAG) preparation
- CSP site visit
- Assisted 1 landowner with MAWQCP certification application
- Assisted 3 landowners with MAWQCP financial assistance applications
- Answered general resource questions from public and assisted where possible
- Assisted other staff with GIS

Training

- Soils & Landscapes training



WINLAC (MISSISSIPPI RIVER WINONA LA CRESCENT)
COMPREHENSIVE WATERSHED MANAGEMENT PLAN
SUB-AGREEMENT FOR WATERSHED BASED IMPLEMENTATION FUNDING

A SUB-AGREEMENT BETWEEN ROOT RIVER SOIL AND WATER CONSERVATION DISTRICT
AND WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT

WBIF Recipient: Root River Soil and Water Conservation District

Sub-Recipient: Wabasha County Soil and Water Conservation District

I. Statement of Purpose

The purpose of this AGREEMENT is to clarify the roles and the responsibilities of the Mississippi River Winona La Crescent (WinLaC) Partnership entities concerning the delivery and implementation of the WinLaC Comprehensive Watershed Management Plan (CWMP) using Watershed Based Implementation Funds (WBIF) administered by the Board of Water and Soil Resources (BWSR)

II. Scope of Work

The Root River Soil and Water Conservation District (SWCD) will perform the fiscal agent duties associated with the BWSR WBIF program for the WinLaC Partnership entities. The Root River SWCD agrees to pay WBIF grant funds to the Sub-recipient for work described in the WinLaC Comprehensive Watershed Management Plan WBIF Grant Work plan. All activities will follow the current WinLaC Funding Policy and use the most recent WinLaC Ranking sheet.

III. Payment and Reporting Procedures

- a. **Reporting** – The sub-recipient shall submit itemized invoices and all required financial documentation to the Root River SWCD of expenditures that implement the approved activities in the WinLaC Comprehensive Watershed Management Plan.
- b. **Term** – This agreement shall take effect upon the receipt of all parties' signatures. This agreement will remain in place until WBIF no longer are allocated to the WinLaC Partnership or until this agreement is altered under mutual consent of both parties (as identified in Item IV.Q of this agreement).
- c. **Amount** – The sub-recipient may bill the Root River SWCD via itemized invoice for the expenses incurred towards the completion of their work plan projects as recognized in the working financial document identified in the most current WinLaC Funding Policy.
- d. **Payment Schedule** – All payments to the recipient will be on a reimbursement basis. Upon completion of this agreement, the Sub-recipient may present itemized invoices to Root River SWCD for work performed accompanied by supporting documentation. Root River SWCD will process reimbursement to the Sub-recipient upon receipt of a qualifying invoice and acknowledgement from the WinLaC Partnership Day-to-Day Contact. Root River SWCD reserves the right to delay (all or partial) reimbursement requests which may overlap BWSR's reconciliation process.

- i. Invoices shall be sent to:

Root River SWCD
ATTN: Janice Messner
805 North Hwy 44/76, Suite 1
Caledonia, MN 55921 or
messnerjanice@gmail.com

IV. **Contract Clauses**

- a. **Ownership** – All materials prepared or developed by the Sub-recipient hereunder, including documents, notes, reports, data and samples shall become property of the Root River SWCD when prepared, whether delivered to Root River SWCD or not, and shall be delivered to the Root River SWCD upon request. Root River SWCD will be responsible for responding to any data practices requests pertaining to this data.
- b. **Revisions** – Any alterations to this agreement or modification of the named WBIF fiscal agent, shall require adoption of an amendment by both parties. This sub-agreement is intended to be a static agreement between the fiscal agent and the sub-recipient. The WinLaC Funding Policy houses current information such as cost-share rates, funding priorities, project tracking and entity funding allocations. Revisions to the WinLaC Funding Policy will be reviewed and approved by the WinLaC Policy Committee.
- c. **Indemnity and Hold Harmless** – Sub-recipient shall indemnify Root River SWCD, its directors, officers, employees, and agents against damages, penalties, costs, or expenses incurred in connection with any alleged violation of any federal, state or local law or regulating the work performed hereunder or any part thereof.

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

- d. **Non-Assignment** – Sub-recipient shall not assign this Agreement nor delegate or subcontract any of the work to be performed without Root River SWCD's written consent. If assignment, delegation, or subcontract is done with such consent, it shall not relieve Sub-recipient from its responsibility for the performance of any of its obligations hereunder.
- e. **Complete Agreement** – This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This

Agreement supersedes all prior negotiations, understandings, agreements and representations. There are no oral or written understandings, agreements or representations not specified herein.

- f. **Independent Contractor Status** – Sub-recipient is an Independent Contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures between the parties. Sub-recipient will be responsible for any federal, state taxes applicable to this payment. No tenure or any rights or benefits, including workers compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, Public Employment Retirement Association or other benefits available to Sub-recipient employees, shall accrue to Root River SWCD or its employees performing services under this Agreement.
- g. **Worker Health, Safety and Training** – Sub-recipient shall be solely responsible for the health and safety of its employees in connection with the work performed under this contract. Sub-recipient shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Agreement. Sub-recipient shall ensure all personnel of Sub-recipient and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this contract. Sub-recipient shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by the Sub-recipient.
- h. **Legal Compliance** - Sub-recipient and Root River SWCD shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted.
- i. **Data Privacy** – For purposes of this Agreement all data created, collected, received, stored, used, maintained, or disseminated by the Sub-recipient in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy.
- j. **Business Records** - Sub-recipient shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of the Sub-recipient's profession. Sub-recipient shall maintain such records for at least 6 years from the date of services or payment were last provided or made longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. Root River SWCD shall have the right to audit and review all such documents and records at any time during the Sub-recipient's regular business hours or upon reasonable notice. Root River SWCD and either the Legislative Auditor of the State of Minnesota pursuant to Minnesota Statute 16C.05, subd 5. Such evidences are also subject to review by the Comptroller General of

the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement.

- k. **Force Majeure** – Neither party shall be held responsible for the delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
- l. **Waiver** – The failure of Root River SWCD or the Sub-recipient to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by either party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.
- m. **Notices** – All official notices, shall be sufficiently given when hand-delivered, emailed or mailed, certified-mail, postage prepaid, to the parties at their respective places of business as set forth below:

Root River SWCD: 805 North Hwy 44/76, Suite 1, Caledonia, MN 55921
David Walter (or his successor) 507-724-5261 Ext. 3

Wabasha County SWCD: 611 Broadway Ave. Suite 10, Wabasha, MN 55981
Terri Peters (or her successor) 651-565-4673

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

available remedy in relation to the dispute. Any party to dispute may give written notice to the other party of his/her desire to commence mediation, and a mediation session must take place within 30 days after the date that such notice is given. The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within 7 days after a party has given notice of the desire to mediate the dispute, any party may apply to any organization or person agreed to by the parties in writing, for appointment of a mediator. The parties further agree to share equally the cost of the mediation, which costs will not include costs incurred by a party for representation by counsel at the mediation.

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

- r. **Merger Clause** – This agreement constitutes the final expression of the parties’ agreement, and the complete and exclusive statement of the terms agreed upon. This agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements, and representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

V. Agreement Effective Date

This agreement is effective upon execution of both parties.

Approved and Accepted for:

WBIF Recipient: Root River SWCD

Root River SWCD Board Chair

Date

For the Sub-recipient: Wabasha County SWCD

Lynn Zabel, Wabasha County SWCD Board Chair

Date

Contract Amendment Form

Organization: <p style="text-align: center;">Wabasha SWCD</p>	Contract Number: <p style="text-align: center;">2022WAGZ-WC-04</p>	Amendment Number: <p style="text-align: center;">1</p> <hr/> Board Meeting Date: <p style="text-align: center;">4/27/2023</p>	Amendment Type Date <input checked="" type="checkbox"/> Amount <input checked="" type="checkbox"/> Land Occupier <input type="checkbox"/> Practice <input type="checkbox"/> Other <input type="checkbox"/>
---	--	---	--

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

State Grant Agreement Expiration Date: 12/31/2024 Original Contract Install Date: 06/30/2023

Amended Contract Install Date (If applicable): 11/30/2023

Original Total Amount Authorized: \$5,491.82 Amended Total Amount Authorized: \$8,366.35

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

This amendment extends the install by date from 06/30/2023 to 11/30/2023 to allow for fall construction. The amount authorized is also being amended due to increased costs since the time of original contract creation. The amount authorized is increased by \$2,874.53 to a new amount of \$8,366.35. The source of the funding will remain the same, Greater Zumbro Watershed Based Funding.

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

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

Date <p style="font-size: 1.2em;">4/13/2023</p>	Land Occupier <p style="font-size: 1.2em;"><i>Deane Z McCallan</i></p>
Date <p style="font-size: 1.2em;">4/13/2023</p>	Landowner, if different from applicant <p style="font-size: 1.2em;"><i>Eugene T & Denise Z McCallan Trust</i></p>

Technical Assessment and Cost Estimate

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

Date <p style="font-size: 1.2em;">4-4-2023</p>	Technical Assistance Provider <p style="font-size: 1.2em;"><i>Matt Kempinger</i></p>	<small>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"</small>
--	--	---

Organizational Approval

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

***Attach this form to the Conservation Practice Assistance Contract**

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 2022WAGZ-WC-04	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):
--------------------------------------	---	---	--	---

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

Applicant

Land Occupier Name Diane Mcnallan	Address 340 5th St. SW	City/State Plainview, MN	Zip Code 55964
---	----------------------------------	------------------------------------	--------------------------

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

Conservation Practice Location

Township Name: Highland	Township No: 109	Range No.: 11	Section No.: 22	1/4, 1/4 NE1/4
-----------------------------------	----------------------------	-------------------------	---------------------------	--------------------------

Contract Information

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

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 15 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

NRCS -Field Office Technical Guide - 410 Grade Stabilization Structure

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 6/30/2023, this contract will be automatically terminated on that date.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices must include the name of the vendor; materials, labor or equipment used; the component unit costs and the dates the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
4. Not accept cost-share funds, from state sources in excess of 90%, or state and non-state sources that when combined are in excess of 90% of the total cost to establish the conservation practice. Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the flat rate payment option.
5. To provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

Date	Land Occupier
5/17/2022	Jane P McMillan
Date	Landowner, if different from applicant
	Address, if different from applicant information:

Conservation Practice

The primary practice for which cost-share is requested is: 410 Grade Stabilization Structure

Eligible Component Standards & Names 410 Grade Stabilization Structure, 342 Critical Area Planting, 484 Mulching, 460 Land Clearing	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate \$30,210.00
	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	Technical Assistance Provider	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"
5-12-2022	Matt Kempinger	

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 90.0% 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
\$5,491.82	Greater Zumbro Watershed Based Funding	2022

Date	Authorized Signature	Total Amount Authorized
May 26, 2022	Lynn Zabel	\$5,491.82

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 23CWF-WIC-2	Other state or non-State funds? <input checked="" type="checkbox"/> YES <input type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
--	--	---	--	---

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

Applicant

Land Occupier Name Eversman Brothers Farms	Address 21990 595th St	City/State Kellogg, MN	Zip Code 55945
--	--------------------------------------	--------------------------------------	------------------------------

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

Conservation Practice Location

Township Name: Highland (Site 1)	Township No: 109	Range No.: 11	Section No. 15	1/4,1/4 NE 1/4
--	--------------------------------	-----------------------------	------------------------------	-------------------------------------

Contract Information

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

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of **15 years**, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

NRCS Field Office Technical Guide (FOTG) 410 - Grade Stabilization Structure Practice Standard

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

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.

4. Not accept cost-share funds, from state sources in excess of 90.%, or state and non-state sources that when combined are in excess of 90. % of the total cost to establish the conservation practice. Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the flat rate payment option.
5. To provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

Date	Land Occupier
Date	Landowner, if different from applicant
	Address, if different from applicant information:

Conservation Practice

The primary practice for which cost-share is requested is: 410 - Grade Stabilization Structure

Eligible Component Standards & Names 410 - Grade Stabilization Structure, 460 - Land Clearing, 342 Critical Area Planting	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate \$14,292.00
	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 4-20-2023	Technical Assistance Provider 	NRCs engineered project with appropriately signed and documented plans available upon request. 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"
--------------------------	-----------------------------------	---

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 90.0% 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
\$6,357.67	2023 West Indian Creek Watershed Restoration and Protection	2023

Land Occupier		
Date 4-21-2023	Authorized Signature 	Total Amount Authorized \$6,357.67

Date	Authorized Signature	Total amount authorized \$ 6,357.67
------	----------------------	---

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 23CWF-WIC-3	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):
--------------------------------------	--	---	--	---

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

Applicant

Land Occupier Name Eversman Brothers Farms	Address 21990 595th St	City/State Kellogg, MN	Zip Code 55945
--	----------------------------------	----------------------------------	--------------------------

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

Conservation Practice Location

Township Name: Highland (Site 2)	Township No: 109	Range No.: 11	Section No.: 15	1/4, 1/4 NE 1/4
--	----------------------------	-------------------------	---------------------------	---------------------------

Contract Information

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

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of **15 years**, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

NRCS Field Office Technical Guide (FOTG) 410 - Grade Stabilization Structure Practice Standard

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

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.

- 4. Not accept cost-share funds, from state sources in excess of 90.%, or state and non-state sources that when combined are in excess of 90.% of the total cost to establish the conservation practice. Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the flat rate payment option.
- 5. To provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

Date	Land Occupier
Date	Landowner, if different from applicant
	Address, if different from applicant information:

Conservation Practice

The primary practice for which cost-share is requested is: 410 - Grade Stabilization Structure

Eligible Component Standards & Names 410 - Grade Stabilization Structure, 460 - Land Clearing, 342 Critical Area Planting, 412 Grassed Waterway, 484 Mulching	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate \$20,343.00
	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 4-20-2023	Technical Assistance Provider <i>Matthew Henzinger</i>	NRCS engineered project with appropriately signed and documented plans available upon request. 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"
--------------------------	---	---

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 90.0% 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
\$8,370.38	2023 West Indian Creek Watershed Restoration and Protection	2023

Date 4-21-2023	Land Occupier Authorized Signature <i>Donald E. Weaver</i>	Total Amount Authorized \$8,370.38
--------------------------	--	--

Date	Authorized Signature	Total Amount Authorized \$8,370.38
------	----------------------	--



MASWCD

Minnesota Association of Soil and Water Conservation Districts

100 Empire Drive, Suite 205, St. Paul, MN 55103-1885 | 651-690-9028 | www.maswcd.org

PRESIDENT
CHARLES RAU
Rice, MN
(320) 493-9503
chuck.rau@maswcd.org

VICE PRESIDENT &
SW AREA 5 DIRECTOR
CLARK LINGBEEK
Comfrey, MN
(507) 920-9884
clark.lingbeek@maswcd.org

SECRETARY/TREASURER &
SC AREA 6 DIRECTOR
MARK SCHNOBRICH
Hutchinson, MN
(320) 587-3760
mark.schnobrich@maswcd.org

NW AREA 1 DIRECTOR
RANDY SCHELLACK
Glyndon, MN
(701) 238-8121
randy.schellack@maswcd.org

WC AREA 2 DIRECTOR
TOM GREGORY
Kimball, MN
320-398-7312
tom.gregory@maswcd.org

NE AREA 3 DIRECTOR
KURT BECKSTROM
Milaca, MN
(612) 390-2459
kurt.beckstrom@maswcd.org

METRO AREA 4 DIRECTOR
LAURA ZANMILLER
West St. Paul, MN
(651) 451-1741
laura.zanmiller@maswcd.org

SE AREA 7 DIRECTOR
RANDY SMITH
Adams, MN
(507) 438-4570
randy.smith@maswcd.org

NC AREA 8 DIRECTOR
KEN LAPORTE
Pillager, MN
(218) 746-3927
ken.laporte@maswcd.org

IMMEDIATE PAST
PRESIDENT
PAUL KRABBENHOFT
Moorhead, MN
(701) 799-0369
paul.krabbenhof@maswcd.org

STAFF

Executive Director
LEANN BUCK

Assistant Director
SHEILA VANNEY

Office Manager
STEFANIE MARTINEZ

April 18, 2023

To: Minnesota Soil and Water Conservation Districts
From: Chuck Rau, MASWCD President
Subject: Call for Resolutions – 2023 Resolution Process

Attached please find the following materials related to the 2023 Resolutions Process:

- resolutions process guidelines;
- sample resolution format; and
- resolutions which will sunset in 2023.

Note: An updated version of the MASWCD Policy Handbook will be posted to the MASWCD web site – www.maswcd.org – on the Resolutions Process page. The handbook is a compilation of all standing MASWCD resolutions and action taken to date.

Please also note:

- ⇒ The “therefore, be it resolved” in the resolution should state **an action or a policy position** that MASWCD should take as it relates to the work of SWCDs. This will help with the post-convention resolution prioritization process.
- ⇒ All resolutions will need to include information on the potential fiscal impact for MASWCD (budget, staffing, committee, etc.)
 - The intent is to encourage a comprehensive discussion on policy and program issues, including implications to the Association’s budget. The National Association of Conservation Districts also requests similar language for their resolutions. Fiscal impact estimates will provide the members with additional guidance and consideration for various requests submitted by local SWCDs.
- ⇒ **July 21 is the deadline for Area resolutions to be received by the MASWCD office.**

If you have any questions, please do not hesitate to me at (320) 493-9503, or LeAnn Buck at (651) 690-9028. Thank you.

Enclosures.



MINNESOTA ASSOCIATION OF SOIL & WATER CONSERVATION DISTRICTS (MASWCD)

RESOLUTIONS PROCESS GUIDELINES

The resolutions process is the means by which local SWCD Supervisors can identify soil and water conservation needs and issues and bring them before the membership of the Association for review and action at the MASWCD Annual Convention. The resolution process provides a forum for education and information to SWCD board members on statewide conservation issues. The resolutions also provide guidance and direction to the Board of Directors of the MASWCD and NACD.

In order to provide for an orderly process, the following steps shall be used.

1. Resolutions are to be **developed and passed first by a local district, and then must be submitted to and approved by the MASWCD Area Association of which that district is a member.** (*Policy adopted by MASWCD Board of Directors September 16, 2011*). An SWCD must be an MASWCD member in good standing in order to be eligible to submit a resolution. **It is important for a representative from the authoring SWCD to be in attendance at the Area meeting when the resolution is presented to explain the resolution and answer questions.**
2. All resolutions must be typed and in proper format – including clear identification of the originating district, contact person, and Area. Background information explaining the intent of the resolution can be submitted with the resolution and should be limited to one page.
 - In addition, each resolution must include information on the potential fiscal impact for MASWCD (budget, staffing, committee, etc.). (*Policy adopted by MASWCD Board of Directors Feb. 17, 2010.*)
3. In the year following the defeat of a resolution by member vote, no SWCD may submit an essentially identical resolution to the one defeated. (*Policy adopted by MASWCD Board of Directors Aug. 26, 2008.*)
4. The time line for the resolution process is as follows:
 - July 21 - Deadline for Area resolutions to be into the MASWCD office.
 - Mid to End of August - MASWCD Board reviews packet.
 - September 15 - Packets sent to SWCDs for pre-convention balloting.
 - November 1 - Deadline for pre-convention ballots to be into the MASWCD office.
5. In order to develop a uniform resolution packet, MASWCD will:
 - Only accept those resolutions submitted prior to July 21.
 - Only accept resolutions that are in proper format.
 - Only accept agency and other organization resolutions that have come through dues-paying member SWCDs.
 - Eliminate those which are not related to MASWCD responsibilities.
 - Eliminate those which are the same as standing MASWCD resolutions.
 - Consolidate similar resolutions.
 - Edit and condense resolutions. } MASWCD will seek the consent of the authoring district.
6. In August the packet will go before the MASWCD Board of Directors for approval.
7. Resolutions will be duplicated and mailed to all SWCDs by September 15. This will give each SWCD adequate time to review all resolutions and to vote their position on each prior to the annual convention, using the pre-convention resolution ballot process.

Resolutions Process Guidelines

8. The results of the pre-convention resolution ballot process will be distributed during the first general session of the convention. All resolutions needing further discussion, amendment, and/or action will also be presented. No action is taken at the first general session.
9. Resolutions needing further action will be brought before the membership for action during the second general session of the convention. This will provide additional time for convention delegates to study each proposed resolution.

REMINDER: Each district submitting a resolution which is brought up for further action must continue their responsibility for the resolution and speak for it when it is brought before the membership.

10. The pre-convention resolution ballot process is a means to limit debate on the floor of the convention on resolutions for which the membership has a strong agreement for or against. Toward that end, the following will apply:
 - If 66 percent of all supervisors whose ballots are received vote to APPROVE a resolution, the resolution will be deemed as moved and seconded for adoption at the annual meeting.
 - If 66 percent of all supervisors whose ballots are received vote to DISAPPROVE a resolution, it will automatically be rejected, with no further action at the annual meeting.
 - If 34% of all supervisors whose ballots are received vote to BRING THE RESOLUTION TO THE CONVENTION FLOOR FOR FURTHER DISCUSSION OR AMENDMENT, it will be brought to the MASWCD annual meeting for further action. This provision overrides the first two, in the event that this condition and one of the above conditions are both met.

(Policy adopted by MASWCD Board of Directors March 24, 2009.)

11. If an EMERGENCY occurs and an SWCD feels an EMERGENCY RESOLUTION is necessary, the SWCD should contact the MASWCD Area Director and submit to him/her the emergency resolution. It is then the responsibility of the Area Director to carry forward the resolution to the MASWCD Board for action.
12. The following are criteria for an EMERGENCY RESOLUTION:
 - The issue or event is something that has taken place between the time resolutions are due in the MASWCD office and when they are acted upon at the convention.
 - The resolution deals with a natural disaster.
 - The issue or event must be acted upon before the beginning of the next resolution process.Final decisions regarding EMERGENCY RESOLUTIONS will be made by the MASWCD Board of Directors.
13. No resolutions will be accepted from the floor of the convention.
14. Area Directors should be consulted for information on deadlines for resolutions to be submitted at the Area level. All resolutions approved at the Area level must be received in the MASWCD office no later than July 21.
15. It is the policy of MASWCD to sunset resolutions after four years from adoption. Resolutions over two biennia (four years) may no longer be applicable or suitable for MASWCD to pursue, and new or revised legislative actions may be sought through the resolutions process annually. *(Policy adopted by MASWCD Board of Directors March 27, 2007)*

Sample Resolution Format

RESOLUTION TITLE

WHEREAS, [insert statement of fact, finding or argument]; and

WHEREAS, [insert statement of fact finding or argument]; and

WHEREAS, [insert statement of fact, finding or argument].

THEREFORE, BE IT RESOLVED, that MASWCD [insert the action that should be taken and by whom, if not solely MASWCD].

BE IT FURTHER RESOLVED, [*if applicable* - insert additional action that should be taken and by whom].

FISCAL IMPACT STATEMENT. [insert dollar amount estimate of potential fiscal impact for MASWCD]

Use the following as guides:

- High Workload: Approximately 40 hours of time at \$75* per hour = \$3000
- Medium-High Workload: Approximately 20 hours of time at \$75* per hour = \$1500
- Medium-Low Workload: Approximately 10 hours of time at \$75* per hour = \$750
- Low Workload: Approximately 5 hours of time at \$75* per hour = \$375

* \$75 per hour estimate includes all operational costs including staff and/or board time, overhead, travel, committee expenses including travel, etc.

Submitted by: [name of SWCD]

Area Association: [e.g. NW Area 1]

Date adopted:

Reviewed by MASWCD Board of Directors

MASWCD Annual Convention

Date:

Date:

Action:

For further information, contact:

[insert name of Supervisor or SWCD manager, SWCD name, phone number, email address]

Background:

[optional, but helps explain intent behind resolution]

RESOLUTIONS WHICH WILL SUNSET IN DECEMBER, 2023

The following resolutions became standing policy for MASWCD after being approved by the membership in December, 2019. They will sunset in December 2022. For more information, including the full text of the resolutions and action taken to date, please visit the “Resolutions Process” page on the MASWCD web site (www.maswcd.org).

2019 Resolution Number and Title	
2	SWCD Statutory Funding Authority
3	Incentives for MAWQCP Farmers
4	Increased RIM Easement Options
5	Funding to Repair Easement Projects
6	Upland Water Storage
7	Wind Tower Projects Plan Review
8	Statewide Forestry Practice Database
9	Silvopasture Practice Standard for MN
10	Consistent State, Fed N Fertilizer Recs
11	Education on Impacts of N Inhibitors
12	Education for No Fall Tillage Soybeans
13	Ecosystem Services Market
14	E.coli as an Indicator
15	LWGs into Watershed Planning Work
16	Conservation Data Sharing
17	DNR CPL Grant Staff Limit Variance
18	Standardize Allowed Billing Rates

University of Wisconsin-River Falls Standard Research Agreement

This research agreement is entered into on 04/27/2023 between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-River Falls, a public educational institution of the State of Wisconsin, hereinafter referred to as "the University," and Wabasha Soil and Water Conservation District existing under the laws of the State of Wisconsin, hereinafter referred to as "the Sponsor."

Whereas the research program contemplated by this agreement is of mutual interest and benefit to the University and to the Sponsor and will further the University's instructional and research objectives in a manner consistent with its status as a non-profit, tax-exempt, educational institution;

Now therefore, the parties hereto agree as follows:

1. Statement of Work

The Sponsor desires to have the University undertake a research project entitled West Indian Creek Monitoring for BMP Effectiveness in accordance with the scope of work described in Exhibit A. The University agrees to use reasonable efforts to perform the research project described in Exhibit A ("the Research"). The Sponsor acknowledges that the University makes no expressed or implied warranties for results of the Research.

2. Principal Investigator

The Research will be supervised by Bahareh Hassanpour ("Principal Investigator"). If for any reason the individual is unable to continue to serve as Principal Investigator and a successor acceptable to both the University and the Sponsor is not available, this agreement shall be terminated as provided in Article 6.

3. Period of Performance

This Research will be conducted during the period **5/1/2023** through **2/8/2024** and may be extended by mutual agreement of the parties.

4. Reimbursement of Costs

The University shall be reimbursed by the Sponsor for all direct and indirect costs incurred in connection with the Research up to the amount of **\$22,449.12**. The budget is attached as Exhibit A. While it is estimated that this amount is sufficient to conduct the Research, the University may submit to the Sponsor a revised budget requesting additional funds. The Sponsor is not liable for any cost in excess of the amount specified herein without written authorization from the Sponsor.

5. Payment Schedule

The University will submit invoices for work done not more often than monthly. The invoice shall reference the agreement number and shall reflect summary detail, by budget category, of the costs incurred. Issue checks payable to University of Wisconsin-River Falls.

The payments shall be submitted to:

University of Wisconsin-River Falls
Attention: Student Billing, 226 Rodli Hall
410 S. 3rd Street
River Falls, WI 54022

For identification purposes, each payment shall include the invoice number and account number as referenced on the invoice.

6. Termination

Performance under this Agreement may be terminated by the Sponsor upon sixty (60) days written notice; performance may be terminated by the University if circumstances beyond its control preclude continuation of the Research. Upon termination, the University will be reimbursed for all costs and non-cancelable commitments incurred in the performance of the Research and not yet paid for, such reimbursement together with other payments not to exceed the total estimated project cost specified in Article 4.

In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of such notice.

7. Intellectual Property Rights

Unless otherwise specifically provided, the Sponsor does not obtain any rights in intellectual property created or developed under this Agreement.

8. Publication

The University and its employees shall have the right, at their discretion, to release information or to publish any data, writings, or material resulting from the Research or to use such in any way for its educational and research purposes. The University shall furnish the Sponsor with a copy of any proposed publication in advance of the proposed publication date and grant the Sponsor thirty (30) days for review and comment. Such delay shall not, however, be imposed on the filing of any student thesis or dissertation.

9. Consultation

Selected personnel of the Sponsor, designated by the Sponsor to the University, shall have the right to confer with the Principal Investigator and his/her associates for such reasonable periods and at such times as are mutually convenient.

10. Publicity

The Sponsor shall not use the name of the University, nor any member of the University's staff in connection with any products, promotion, or advertising without the prior written approval of the University as provided by the University of Wisconsin – River Falls Administrative Legal Services.

11. Reports

The University shall furnish to the Sponsor periodic letter reports during the term of this Agreement summarizing the research being conducted. A final report setting forth the accomplishments and significant research findings shall be prepared by the University and submitted to the Sponsor within ninety (90) days after the expiration of this Agreement.

12. Proprietary Data

Unless otherwise required by law, the University will exercise reasonable efforts to maintain in confidence proprietary or trade-secret information disclosed or submitted to the University by the Sponsor that is designated in writing as confidential information at the time of disclosure ("Confidential Information"). Confidential Information does not include information which:

- is generally available in the public domain or becomes available to the public through no act of the University; or
- is independently known prior to receipt thereof or is discovered independently by an employee of the University who had no access to the information supplied by the Sponsor under this Agreement; or
- is made available to the University as a matter of lawful right by a third party.

The University retains the right to refuse to accept any such information which is not considered to

be essential to the completion of the Research. The obligations of the University under this paragraph shall survive and continue for one (1) year after this Agreement ends.

13. Human Subjects Protections

In the event that the Scope of Work involves the use of humans as research subjects, the University will conduct such research in accordance with the written protocol approved by the appropriate Institutional Review Board, applicable law, and the University's ethical standards.

14. Liability

The Sponsor agrees to hold the University, its officers, employees, or agents, harmless from any loss, claim, damage, or liability of any kind involving an officer, employee, or agent of the Sponsor arising out of or in connection with this Agreement, except to the extent that such loss, claim, damage, or liability is founded upon or grows out of the acts or omissions of any of the officers, employees, or agents of the University while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

15. Warranties

THE UNIVERSITY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE RESEARCH OR ANY INVENTION(S) OR PRODUCT(S), WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT; OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR ANY SUCH INVENTION OR PRODUCT. The University shall not be liable for any direct, indirect, consequential, special or other damages suffered by any licensee or any others resulting from the use of the Research or any such invention or product.

16. Equipment

Title to any equipment or supplies purchased or manufactured in the performance of the work funded under this Agreement shall vest in the University upon acquisition.

17. Assignment

Neither party shall assign this Agreement to another without the prior written consent of the other party; however, the Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets, provided that such successor shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment shall be void.

18. Independent Inquiry

Nothing in this Agreement shall be construed to limit the freedom of researchers who are participants in this Agreement, whether paid under this Agreement or not, from engaging in similar research inquiries made independently under other grants, contracts or agreements with parties other than the Sponsor.

19. Independent Contractor

In the performances of all services under this Agreement:

- Each party and its personnel shall be deemed to be and shall be an independent contractor and, as such, shall not be entitled to any benefits applicable to employees of the other party;
- Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither party shall be bound by the acts or conduct of the other.

20. Insurance

The University warrants and represents that it has adequate liability coverage, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by the University. The University has no liability insurance policy as such that can extend protection to any

other person.

Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.

21. Notices

Notices and communications hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other addresses as may hereafter be designated by notice in writing.

If to the Sponsor:

Sponsor Technical Matters
Wabasha Soil and Water Conservation District
Terri Peters, District Manager
611 Broadway Ave.
Suite 10
Wabasha, MN 55981

Sponsor Administrative Matters
Wabasha Soil and Water Conservation District
Terri Peters, District Manager
611 Broadway Ave.
Suite 10
Wabasha, MN 55981

If to the University:

Principal Investigator's Matters
Bahareh Hassanpour
University of Wisconsin-River Falls
410 South 3rd Street
River Falls, WI 54022

University Administrative Matters
Briana Bechel, Grant Accountant
University of Wisconsin-River Falls
410 S. 3rd Street, 220 North Hall
River Falls, WI 54022
grantaccounting@uwrf.edu
(715) 425-4653
(715) 425-0621 fax

22. Governing Law

This Agreement shall be governed by the laws of the State of Wisconsin.

23. Entire Agreement

Unless otherwise specifically provided, this Agreement embodies the entire understanding between the University and the Sponsor for this project, and any prior or contemporaneous representations, either oral or written, are superseded. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate by proper persons duly authorized.

Signature for: Sponsor

Name: _____

Title: _____

Date: _____

Signature for: University of Wisconsin-River Falls

Name: _____

Title: _____

Date: _____

EXHIBIT A

Budget for Services submitted by:

Bahareh Hassanpour, PhD
 Assistant Professor of Environmental Science
 Department of Plant and Earth Science
 Department of Agricultural Engineering Technology
 University of Wisconsin-River Falls
<https://baharehhasanpour.com/>
 Phone: +1 (715) 425-4791

		time		5/1/2023 - 2/28/2024
Salary				
Faculty - Salary		4 weeks		\$ 8,800.00
Student (\$15/hr, installation, sample filtration and handling, data formatting)		64 hours		\$ 960.00
Fringe Benefit Rate				
Faculty, 38%				\$ 3,344.00
Student, 3%				\$ 28.80
Total				\$ 13,132.80
Sample analysis				
	cost	number		
Samples (Nitrate and phosphate)	\$12.50	144		\$ 1,800.00
Travel				
	mileage	distance	number of travel	
	\$0.625	150	3	\$ 281.25
Lab Supplies				
sampling bottles	\$400	1		\$ 400.00
filters	\$400	1		\$ 400.00
Total				
				\$ 2,881.25
Indirect (49% of salaries/fringe)				\$ 6,435.07
Project Total				
				\$ 22,449.12