

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
May 25, 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. **Contract for Services – Jennifer Wahls, Landscape Connections LLC. Effective period March 23, 2023 to June 30, 2025 for the Landowner Survey of the Lower Zumbro.**
- VI. SECRETARY’S REPORT**
 - A. April 27, 2023 Meeting Minutes – **Board Action**
- VII. TREASURER’S REPORT – Board Action**
 - A. April District Financial Statements
- VIII. PAYMENT OF MONTHLY BILLS**
 - A. Monthly Bills in the amount of \$36,264.05 (Danckwart Invoice may be added) - **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 (in packet)
 - 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 - Signatures**
WNB Bank – Account Agreements and Entity Authorization - All Sign
- B. Approve Steve Evers Contract# 23CWF-WIC-1 in the amount of \$13,999.62 for 410 Grade Stabilization Structure – **Board Action**
(Funding source 2023 West Indian Creek Watershed Restoration and Protection)
- C. Approve sub-agreement between SE SWCD Technical Support Joint Powers Board and Wabasha SWCD utilizing MN BWSR Funding for Feedlot Water Quality Improvements – **Board Action**
(SE SWCD Technical Support JPB is TSA7 which is the P22-8660 BWSR Grant Administrator. Sub-agreement not to exceed \$91,483.00 (Tom Miller)
- D. Approve Tom Miller Contract# 23-BWSRFeedlot-01 in the amount of \$91,483.00 for 313 Waste Storage Facility – **Board Action**
(Funding FY22-24 BWSR Feedlot Grant (Area 7 TSA/JPB))
- E. Approve White Water JPB Cover Crop Amendment to Sub-agreement between Whitewater JPB and Wabasha County SWCD. This amendment extends the date of sub-agreement to December 31, 2024 and includes \$45,000.00 in funds for cover crop incentives. – **Board Action**
- F. MASWCD Area 7 Meeting Agenda for June 27– Need head count by Friday, May 26th.
https://www.youtube.com/watch?v=pPm4fz_pYFA&authuser=1
Link for Partnering for Progress
- G. **Unfunded Cooperative Agreement between NRCS and Wabasha SWCD - Discussion Statement of Work**
Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report
Unfunded Cooperative Agreement Face Sheet
- H. **Audit quote for 2022 financial statements from Smith Schafer & Associates LTD \$6,170.00. – No other quotes at this time -Board Action**
- I. Upcoming Events:
- i. Local Work Group meeting June 22 a.m.
(Note: We will recess regular meeting)
 - ii. Area 7 Supervisors Meeting, June 27 at Stewartville Legion. Registration 9:00 am. Cody Fox would like head count of staff/supervisors attending.

XII. Board Reports

A. Whitewater JPB – Lynn

B. Zumbro 1W1P – Dag

Dag attended the 5-11 WAGZ meeting at People’s Energy Coop, Oronoco.

A backup person needs to be appointed as Dag will not be able to attend 8-10-23 meeting. Dag sent an email to supervisors with recap of the meeting.

Jeff Broberg representing MN Well Owners Organization presented the “Petition to EPA to use emergency authority to address the drinking water crisis in southeastern Minnesota” (See Summary Page of Petition)

C. WinLaC 1W1P – Lynn

D. SE SWCD Technical Support JPB - Dag

E. County Board Meeting – Sharleen

XIII. Motion to recess regular session to go into closed session -Board Action

XIV. Open Closed Session – Board Action

A. Discuss job grade and posting for Conservation Planning and Outreach Technician position.

XV. Motion to reopen regular session -Board Action

XVI. Adjourn – Board Action

WABASHA SOIL AND WATER CONSERVATION DISTRICT

CONTRACT FOR SERVICES

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

Contract

1 Term of Contract

- 1.1 **Effective grant period:** March 23, 2023 to 06/30/2025 for the *Landowner Survey of the Lower Zumbro River*.
- 1.2 **Amendments:** Workload and expenditures will be evaluated ongoing. All work will be completed within the allowable dates per grant funds and within the allowable budget per fund category and any changes would require a contract amendment.

2 Certification

By entering into this contract, the CONTRACTOR certifies that it will comply with the conditions of the applicable provisions of the contractor invoicing requirements for the Federal Sub-Award Agreement (Exhibit A):

2.1 Under Building Resilient Infrastructure and Communities, Federal Emergency Management Agency CFDA/ALN 97.047, FAIN EMC-2021-BR-010-006, the State received a federal award of \$43,736.25 on 08/25/2022 for Lower Zumbro River Landowner Survey and Floodplain Restoration. This project is not a research and development project.

2.2 Under 2021 Building Resilient Infrastructure and Communities and Minnesota Statutes section 84.026, the State sub-awards \$28,736.25 to the Grantee (UEI: W1QPLXD5JXL1) for the purpose of conducting the program entitled *Landowner Survey of the Lower Zumbro River*.

2.3 The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.

3 Scope of Work

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

4 Payment

The SWCD will be invoiced by the CONTRACTOR for services performed by the CONTRACTOR under this contract at a rate of \$50.00 per hour up to maximum identified in 1.1 and 1.2 (total of \$10,000 for all programs). Payment will be made when invoices are presented by the CONTRACTOR as the work is completed. Invoices should itemize costs and separated by tasks identified for work. Wabasha SWCD has a budget for outreach event costs and misc. These costs should be pre-approved through the SWCD for payment or reimbursement.

Requesting Payments

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

A. Invoices

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

B. Project Information

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

C. Cost Information

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

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

6 Authorized Representatives

The SWCD's Authorized Representatives are Terri Peters, Wabasha SWCD District Manager, 611 Broadway Ave., Suite 10, Wabasha, MN 55981, (651) 565-4673, or her successor. The CONTRACTOR'S Authorized Representative is **Jennifer Wahls, Landscape Connections, LLC PO Box 116, Kellogg, MN 55945 (Contractor)**.

7 Independent Contractor

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

8 Amendments, Waiver, and Contract Complete

- 8.1 **Amendments.** Subject to prior written approval by the SWCD, the CONTRACTOR may modify the Scope of Work listed under item 4 above. Modifications to the Scope of Work and any other amendments to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 8.2 **Waiver.** If the CONTRACTOR fails to enforce any provision of this contract, that failure does not waive the provision or his right to enforce it.
- 8.3 **Contract Complete.** This contract contains all negotiations and agreements between the CONTRACTOR and the SWCD. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

9 Liability

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

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

10 Government Data Practices

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

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

11 Publicity

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

12 Audit

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

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

15 Conflict-of-Interest

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

1. WABASHA SWCD

By: _____

Title District Manager _____

Date: _____

2. CONTRACTOR

By: Jennifer L Wahls _____

Title: Contractor _____

Date: 052123 _____

3. WABASHA SWCD

By: _____

Title Board Chair _____

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
April 27, 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: Chet Ross, Co-Chair, Sharleen Klennert, Treasurer, Dag Knudsen, Secretary, Seth Tentis, Member and Lynn Zabel, Chair

Staff Present: Terri Peters, District Manager

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

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

II. PLEDGE ALLEGIANCE

III. AGENDA

Motioned by Ross and seconded by Klennert to approve the Agenda with the amount changed for payment of the monthly bills and take off February program record.

Affirmative: Klennert, Ross, 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. 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 in advance.
(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 in advance.
(FY19 Drinking Water Protections on SE MN)

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

Affirmative: Klennert, Ross, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

VI. SECRETARY'S REPORT

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

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

Affirmative: Klennert, Ross, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

VII. TREASURER'S REPORT – Board Action

- A. March District Financial Statements

Motioned by Knudsen and seconded by Ross to approve the March District Financial Statements

Affirmative: Klennert, Ross, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

VIII. PAYMENT OF MONTHLY BILLS

- A. Monthly Bills in the amount of \$272,621.85 - Board Action

Motioned by Klennert and seconded by Knudsen to approve Payment of the Monthly Bills in the amount of \$272,621.85.

Affirmative: Klennert, Ross, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

IX. DISTRICT REPORTS

- A. Chair Report – Lynn Zabel

JPB Meeting. Tom Anderson, Area MN Farm Business Management. Copies of Statistics on Farms for board members. Talked about manure processor/digester by Lewiston. Discussion from board members and Walkes about the main goal of the digester and how it will be removing or neutralizing the nitrogen from manure. Attended Executive board meeting for Area 7 in Rochester. Talked about Resolutions and inviting politicians to speak. Also talked about if the 2.2 million is approved that more employees will be needed.

- B. County Commissioner – Bob Walkes

Flooding, but the river is on the way down. Resolution for FEMA funds declaration next Tuesday. Lot of time spent on Emergency Management. Starting budget process in June.

- C. District Manager Report – Terri Peters

Dividing up Henry's projects. Shawn Hutch helping on HR. Working on job description revisions for position.

Newsletter out – April/May

5th Grade Conservation Day – May 9th

Envirothon for High School students May 3rd– notifying teachers. Topics to study/presentations. Not a good response from Wabasha County schools to attend.

WIC 319 Monitoring. Monitoring equipment. Jake Meyer doing some practices and comparison fields. UWRF Professor and students will be doing monitoring.

Watershed based meeting – WAGZ remainder of funding. Encumbered funds.

WinLaC policy meetings and partner meeting. Talked about policy, budget and tracking implementation items.

SE Landscape committee meeting working toward local forestry concept. Meetings with BWSR incorporating RIM

MN Forest Resource Assn. and SE Landscape. SE Landscape would like us to be fiscal agent for funding. Working on contract.

Trees – bagging. Newsletter generated a lot of calls.

- D. NRCS Report – John Benjamin – (in packet)

Brian DeVetter went over NRCS monthly report. A lot of money coming for EQIP.

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

- F. Bookkeeper/Administrative Assistant -Sue Cerwinske

Time spent on tree orders. Delivery, bagging trees and handing out trees.

- G. BWSR Report – None

- H. *Sharleen attended the Supervisors Orientation Meeting. They went over what a SWCD is and what the roles and responsibilities are of Supervisors. BWSR makes sure that the SWCD's comply.*

X. OLD BUSINESS

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

Associated Press article from Story County Iowa, picture of a trench lined with plastic and put wood chips in for drainage. Treats nitrates before it enters a creek.

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**

Motioned by Klennert and seconded by Foss to approve the 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.

Affirmative: Klennert, Ross, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

- 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)

Motioned by Klennert and seconded by Knudsen to 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.

Affirmative: Klennert, Ross, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

- 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)

Motioned by Ross and seconded by Klennert to approve Eversman Brothers Farms Site 1 Contract# 23CWF-WIC-2 in the amount of \$6,357.67 for 410 Grade Stabilization.

Affirmative: Klennert, Ross, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

- 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)

Motioned by Ross and seconded by Klennert to approve Eversman Brothers Farms Site 2 Contract# 23-CWF-WIC-3 in the amount of \$8,370.38 for 410 Grade Stabilization.

Affirmative: Klennert, Ross, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

- 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**

Resolution meeting will be June 27 in Stewartville. Bring ideas for resolutions.

Need to put together and discuss at next board meeting. Will be put on agenda for area. Sheila Vanney than goes over each and then groups will discuss to see if the resolution goes on to be a bill. Discussion on making resolutions.

- G. Approve University of Wisconsin-River Falls Standard Research Agreement – **Board Action**

Bahar Hassanpour, Professor at UWRF and students will be doing monitoring.

Lysimeters will be installed (buried) in three different fields. One field with practices and one that is untreated. Collection of samples in the fields after a rain event. Samples will go to the lab and analyzed. WIC 319 funding covers the monitoring which is required as part of the grant.

Motioned by Ross and seconded by Klennert to approve University of Wisconsin-River Falls Standard Research Agreement.

Affirmative: Klennert, Ross, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

- H. Approve hiring a Conservation Technician – **Board Action**
Need to revise the job description for the position. More expectations, need beyond secondary education in a related field and be able to do reports. More Agronomy skills or familiar with farming and ag practices. Shawn Huth will help by scoring applications. Writing samples and GIS are important. Need to be able to carry out project from beginning to end. Board discussion on education and salary. Motioned by Ross and seconded by Knudsen to approve hiring a Conservation Technician.
Affirmative: Klennert, Ross, Knudsen, Tentis, Zabel
Opposed: None
Motion Carried

- 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. May 3, 2023 – Envirothon in Byron – Terri
 - iv. 5th Grade Conservation Day. Tuesday, May 9th, 2023
 - v. Local Work Group meeting June 22, 2023, 9:00 am recess regular meeting and reconvene regular board meeting after.
(Note: We will recess regular meeting at 9:00 am for this)

XII. Board Reports

- A. Whitewater JPB – Lynn
- B. Zumbro 1W1P – Dag May 11th next meeting.
- C. WinLaC 1W1P – Lynn
- D. SE SWCD Technical Support JPB – Dag Jan/July meeting
Grant for feedlot assistance. Brian talked about feedlot going through.
- E. County Board Meeting – Sharleen

XIII. Adjourn – Board Action
Zabel adjourned meeting at 10:00 am

Respectively Submitted by:

Dag Knudsen, Secretary

2:23 PM

05/03/23

Cash Basis

Wabasha Soil and Water Conservation District

Cash Balances

As of April 30, 2023

	<u>Apr 30, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	51,760.39
Money Market WNB Financial	7,410.90
Peoples State Bank Money Market	258,808.20
Petty Cash	137.28
WNB Financial	10,620.24
Total Checking/Savings	<u>328,737.01</u>
Total Current Assets	<u>328,737.01</u>
TOTAL ASSETS	<u>328,737.01</u>
LIABILITIES & EQUITY	0.00

Wabasha Soil and Water Conservation District

Balance Sheet

As of April 30, 2023

	Apr 30, 23
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	51,760.39
Money Market WNB Financial	7,410.90
Peoples State Bank Money Market	258,808.20
Petty Cash	137.28
WNB Financial	10,620.24
Total Checking/Savings	328,737.01
Accounts Receivable	
11000 · Accounts Receivable	4,505.15
Total Accounts Receivable	4,505.15
Other Current Assets	
12000 · Undeposited Funds	6,627.38
Total Other Current Assets	6,627.38
Total Current Assets	339,869.54
Fixed Assets	
15000 · Furniture and Equipment	
Computer	4,562.00
Laptops for Distrcit Techs (2)	3,149.22
Samsung Tablets	1,548.69
15000 · Furniture and Equipment - Other	109,828.00
Total 15000 · Furniture and Equipment	119,087.91
17000 · Accumulated Depreciation	-92,727.59
Total Fixed Assets	26,360.32
Other Assets	
Prepaid Items	
Prepaid Rent	920.43
Total Prepaid Items	920.43
Total Other Assets	920.43
TOTAL ASSETS	367,150.29
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	11,756.21
Total Accounts Payable	11,756.21
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

11:00 AM

05/23/23

Accrual Basis

Wabasha Soil and Water Conservation District

Balance Sheet

As of April 30, 2023

	Apr 30, 23
FY23 Capacity	124,566.00
FY23 Conservation Delivery	19,619.00
FY23 CWF - WIC	89,363.00
FY23 LWM	14,177.00
FY23 Soil Health-Cost Share	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	13,495.54
Retainage Payable	10,223.75
24000 · Payroll Liabilities	1,192.99
25500 · Sales Tax Payable	905.59
Total Other Current Liabilities	547,563.87
Total Current Liabilities	559,320.08
Total Liabilities	559,320.08
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	-448,565.50
Total Equity	-192,169.79
TOTAL LIABILITIES & EQUITY	367,150.29

Wabasha Soil and Water Conservation District

Profit & Loss

April 2023

	Apr 23
Ordinary Income/Expense	
Income	
Charges for Services	
Plat Book Sales	35.00
Total Charges for Services	35.00
Intergovernmental Revenues	
Federal	
319 Focus Small Wtrshd-W.Indian	19,163.30
Total Federal	19,163.30
State	
FY19 Regnl Drinking Water Prote	900.00
FY22-23 SDW - Phase 2	533.00
FY22-23 WAGZ	2,010.79
MAWQCP	17,305.45
Total State	20,749.24
Total Intergovernmental Revenues	39,912.54
Total Income	39,947.54
Gross Profit	39,947.54
Expense	
District Operations	
Other Services and Charges	
Employee Education and Training	448.97
Fees and Dues	109.98
Internet Expense	79.66
Postage	47.64
Subs. and Pubs.	1,287.43
Supervisor's Expenses	0.00
Supervisor's Mileage	449.85
Vehicle Expenses	
Chevrolet Silverado Vehicle Exp	44.80
Hyundia Tucson Vehicle Expense	23.19
Total Vehicle Expenses	67.99
Total Other Services and Charges	2,491.52
Personnel Services	
Employee Salary Permanent	17,630.63
Employer HSA contributions	750.00
Employer Life and Health	
66000 - Payroll Expenses	7,222.21
Employer Life and Health - Other	22.00
Total Employer Life and Health	7,244.21
Employer Share FICA	1,156.14
Employer Share Medicare	270.39
Employer Share PERA	1,246.92
Total Personnel Services	28,298.29
Supplies	
Office Supplies	101.86
Total Supplies	101.86
Total District Operations	30,891.67
Project Expenditures	
District	
Tree Expense	190.01

11:01 AM

05/23/23

Cash Basis

Wabasha Soil and Water Conservation District

Profit & Loss

April 2023

	Apr 23
Total District	190.01
Federal	
319 Focus Small Wtrshd-W.Indian	2,267.85
FY22 MPCA Chloride Monitoring	3,787.50
Total Federal	6,055.35
State	
FY19 Regnl Drinking Water Prote	1,800.00
FY20 Gorman Creek Restoration	204,475.00
FY22-23 SDW - Phase 2	6,793.05
FY22 NACD TA Grant	47,150.03
FY23 Capacity	2,080.93
LWM NRBG	40.61
MAWQCP Administration	11,955.23
Total State	274,294.85
Total Project Expenditures	280,540.21
Total Expense	311,431.88
Net Ordinary Income	-271,484.34
Other Income/Expense	
Other Income	
Interest Income	
Interest Earnings MM's	914.04
Total Interest Income	914.04
Total Other Income	914.04
Net Other Income	914.04
Net Income	-270,570.30

NRCS Field Office Report

5/25/23

John Benjamin

Current office standing

- The office is open to the public.
- Covid-19 is no longer considered a national emergency as of 5/12/23.

CSP (Conservation Stewardship Program)

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

EQIP (Environmental Quality Incentive Program)

- 25 Active EQIP **contracts**
- 2 FY23 applications left to obligate for round 1 application
- 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
- 18 continuous offers to be completed by Oct. 1
- 18 FY25 Expiring contracts to review.

SUE:

Tree Pick up 4-28 went well

Quarterly invoicing - Gorman billed to DNR, payment back on 5-19

5th Grade Conservation Day 5-9 - Helped with getting lunches ordered and porta potty

MCIT – Payroll estimate

April Minutes

Getting Budget entered into Quickbooks

Normal duties – Payroll, Pay taxes, Receivables, Deposits, Agenda, Board Packet,

Accounts payable posting, running checks.

Send updates to Townsquare for Website

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 23CWF-WIC-1	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 Steve Evers	Address 24943 624th St	City/State Theilman	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: Glasgow	Township No: 110 N	Range No.: 11 W	Section No. 32	1/4,1/4 SW 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:

USDA-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 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 4-22-23	Land Occupier Steven A Evers
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 \$21,500.00
	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 4-18-2023	Technical Assistance Provider Matt Kempinger	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
\$13,999.62	2023 West Indian Creek Watershed Restoration and Protection	2023

Date	Authorized Signature	Total Amount Authorized \$13,999.62
------	----------------------	---



SOUTHEAST SOIL AND WATER CONSERVATION DISTRICT TECHNICAL SUPPORT JOINT POWERS BOARD

104 East 3rd Avenue
PO Box 335
Goodhue, MN 55027
Phone: (651)923-5300

**Agreement between the Southeast SWCD Technical Support Joint Powers Board
and the Wabasha Soil and Water Conservation District utilizing
Minnesota Board of Water and Soil Resources Funding for Feedlot Water Quality Improvements**

WHEREAS the Minnesota Board of Water and Soil Resources (BWSR) provides financial assistance for feedlot related projects in the eleven Soil and Water Conservation Districts (SWCD) in the Southeast SWCD Technical Support JPB (TSA7) via a FY2022 Feedlot Water Quality Grant P22-8660.

WHEREAS the project will help fill a funding gap needed for livestock waste management, help meet local and State water quality objectives and promote strong local partnerships in southeastern Minnesota.

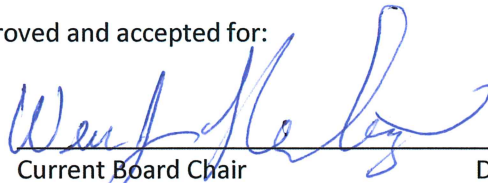
THEREFORE the Southeast SWCD Technical Support Joint Powers Board (TSA7) and the Wabasha SWCD enter into this sub-agreement as follows, intending to be legally bound hereby:

1. The TSA7 is the P22-8660 BWSR Feedlot Water Quality Grant Administrator and is tasked to report to BWSR as required by the grant agreement. To align with BWSR reporting deadlines: all relevant report information shall be provided to the TSA7 by January 20th and August 20th of each year of the grant duration.
2. The Wabasha SWCD will enter into a cost share contract to provide funding assistance and/or technical assistance to Tom Miller as detailed in the TSA7 approved Cost Share Policy and Ranking form.
3. This sub-agreement for these financial assistance dollars will not exceed 75% of the total project cost, not to exceed \$91,483.00 (T.Miller) and is valid for the duration of the P22-8860 grant agreement, including any extension authorized by the BWSR.
4. Amendments: Upon mutually approved resolution of both Boards, this Sub-Agreement can be modified and/or amended.
5. Upon an approved resolution by either the TSA7 or Olmsted SWCD and a 30 day notice, this Sub-Agreement may be terminated. All eligible expenses will be reimbursed.

This agreement is effective upon the execution by all parties. Approved and accepted for:

Current Board Chair
Wabasha SWCD

Date

 5-22-2023

Current Board Chair
TSA7 Board

Date

2022-2024 BWSR Feedlot Water Quality Improvement Grant - TSA7 Local Guidelines

Funding \$520,000 BWSR Grant to TSA7 - Spending Deadline of December 2024
 \$468,000 Dedicated to Cost-Share Projects & \$2,000 SWCD T/A ea., \$4,000 TSA Admin, \$26,000 TSA7 T/A
 Maximum Cost-Share Rate 75% with a max payment of \$100,000 per Project
 Feedlots must be less than 500 Animal Units
 Max payment of \$100,000 on roof structures and \$100,000 on feedlot abandonment projects
 All Manure Storage Projects Must Have at Least 9 Month Storage to be Eligible

Process followed by SWCD Partners (assisted by TSA7 Engineers)

- 1 Develop and Finalize a Manure Management Plan for Current Feedlot Operation
- 2 Complete Before and After Pollution Reduction Numbers for Project
- 3 Complete Ranking Sheet Below
- 4 If Project Score >8 the Project is Eligible
- 5 Contact TSA Host Manager for Exec. Committee Review & Sub-Agreement Approval
- 6 SWCD Undergoes Cost-Share Contract with Landowner
- 7 Construct Project - Gather Qualified Invoices - Submit Qualified Reimbursements to TSA7

Project Info	Landowner _____	Address _____
	County _____	Current Registered AU _____
	Twp/Range/Section _____	SWCD Contact _____
	Owner Phone # _____	

Ranking	POINTS																								
1. Is the Project Leveraging Dollars from Local/State/Federal Partners?	Yes-5 No-0 																								
2. Is the Project Addressing an Manure Storage Issue?	Yes-5 No-2 																								
3. Pollution Reduction Results (Select Highest Value of your Project) <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">BOD5 Reduction (lbs./yr)</th> <th style="width: 33%;">Nitrogen Reduction (lbs./yr)</th> <th style="width: 33%;">Phosphorous Reduction (lbs./yr)</th> <th style="width: 10%;"></th> </tr> </thead> <tbody> <tr> <td>>1,500</td> <td>>300</td> <td>>100</td> <td>4</td> </tr> <tr> <td>1,001 - 1,500</td> <td>201-300</td> <td>81-100</td> <td>3</td> </tr> <tr> <td>501-1,000lbs</td> <td>101-200</td> <td>61-80</td> <td>2 </td> </tr> <tr> <td>251-500</td> <td>51-100</td> <td>41-60</td> <td>1</td> </tr> <tr> <td>0-250</td> <td>0-50</td> <td>0-40</td> <td>0</td> </tr> </tbody> </table>	BOD5 Reduction (lbs./yr)	Nitrogen Reduction (lbs./yr)	Phosphorous Reduction (lbs./yr)		>1,500	>300	>100	4	1,001 - 1,500	201-300	81-100	3	501-1,000lbs	101-200	61-80	2 	251-500	51-100	41-60	1	0-250	0-50	0-40	0	
BOD5 Reduction (lbs./yr)	Nitrogen Reduction (lbs./yr)	Phosphorous Reduction (lbs./yr)																							
>1,500	>300	>100	4																						
1,001 - 1,500	201-300	81-100	3																						
501-1,000lbs	101-200	61-80	2 																						
251-500	51-100	41-60	1																						
0-250	0-50	0-40	0																						
4. Identify Sensitive Features on Applied Manure Acres (1pt if present, 0 if absent) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> Tile Intakes </td> <td style="width: 50%;"> Soils>6% Slope </td> </tr> <tr> <td> Ditch/Stream/Inter. </td> <td> Shallow Bedrock </td> </tr> <tr> <td> Wetland </td> <td> Sinkhole </td> </tr> <tr> <td> Coarse-Textured Soils </td> <td> Floodplain </td> </tr> </table>	Tile Intakes 	Soils>6% Slope 	Ditch/Stream/Inter. 	Shallow Bedrock 	Wetland 	Sinkhole 	Coarse-Textured Soils 	Floodplain 																	
Tile Intakes 	Soils>6% Slope 																								
Ditch/Stream/Inter. 	Shallow Bedrock 																								
Wetland 	Sinkhole 																								
Coarse-Textured Soils 	Floodplain 																								
5. Are Manure Applied Acres located within a DWSMA/WHP?	Yes-5 No-0 																								
6. Annual Acres of Manure Application Planned	<table style="width: 100%;"> <tr> <td style="width: 70%; text-align: right;">>250</td> <td style="width: 30%; text-align: center;">3</td> </tr> <tr> <td style="text-align: right;">151-250</td> <td style="text-align: center;">2 </td> </tr> <tr> <td style="text-align: right;">50-150</td> <td style="text-align: center;">1</td> </tr> </table>	>250	3	151-250	2 	50-150	1																		
>250	3																								
151-250	2 																								
50-150	1																								
Total Max Score 30																									

Feedlot registration update form

Feedlot Program

Instructions: Minn. R. ch. 7020 requires most owners of livestock operations to provide information requested in this form to the Minnesota Pollution Control Agency (MPCA) at least once in a four-year cycle. **The deadline to register for the current four-year cycle is January 1, 2018.** The current registration information on file is displayed below. Make any necessary changes and update your animal numbers on page 2. Feedlots with a NPDES or SDS permit cannot use this form to document change of name or ownership.

Facility name and address ☐ The information below reflects a change to the name of an existing registered facility.

Facility name: Thomas Miller Farm - Sec 7 Registration number: 157-88710
Facility address: RR 2 Box 16 Parcel ID number: _____
City: Kellogg State: MN Zip code: 55945
Phone: 507-258 9424 Email: _____

Ownership information ☐ The information below reflects a change of ownership of an existing registered facility.

Feedlot owner ☐ Same as feedlot name and address

Name: Thomas Miller
Address: RR 2 Box 16
City: Kellogg State: MN
Phone: 507-262-2294 Zip: 55945
Email: _____

Contact person ☐ Same as feedlot owner information

Name: Thomas Miller
Address: RR 2 Box 16
City: Kellogg State: MN
Phone: _____ Zip: 55945
Email: _____

Facility location information

County: Wabasha

City/Township: Watopa Township

Township (26-71 or 101-168)	Range (1-51)	Section (1-36)	¼ Section (NW, NE, SW, SE)	¼ of ¼ Section (NW, NE, SW, SE)
T 109 N	R 10W W	007		

Any surface waters within 1,000 feet of the facility? ☒ Yes ☐ No

If yes, indicate all applicable types:

☐ Lake/Pond larger than 25 acres ☐ Wetland ☐ Drainage ditch ☐ River/Stream/Creek ☐ Tile Intake

Is any part of the facility within 300 feet of a river/stream? ☐ Yes ☒ No

Any part of the facility located within a delineated flood plain (100 year flood)? ☐ Yes ☐ No

Any part of the facility located within designated shoreland? ☐ Yes ☒ No

Any part of the facility within 300 feet of a known sinkhole? ☐ Yes ☐ No

Facility operations information (indicate components that are currently part of your livestock or poultry operation)

Open lots (dirt, concrete, other) that are designed as animal holding areas? ☒ Yes ☐ No

Buildings that are designed for animal confinement or as animal holding areas? ☒ Yes ☐ No

If yes to either above, what is the shortest distance from an animal holding area to a well? (including unused or unsealed wells) 300 feet

A liquid manure storage structure? ☒ Yes ☐ No

A manure stockpile (solid manure storage area)? ☐ Yes ☒ No

If yes to either above, what is the shortest distance from a manure storage area to a well? (including unused or unsealed wells) 600 feet

Animals on pasture for part of the year? ☒ Yes ☐ No

If you closed a liquid manure storage area or permanent manure stockpile since your last registration, complete the following:

Date closed (mm/dd/yyyy): _____ ☐ Liquid storage ☐ Liquid storage
_____ ☐ Solid storage _____ ☐ Solid storage

Number of animals at the facility

If you currently do **not** maintain animals at the site, list the date that you last had animals (mm/dd/yyyy): _____

Enter in column E the maximum number of animals that you have maintained (standing herd or flock size) at the facility at any given time **in the past five years**. Then calculate the animal units in column F by multiplying the value in column E by the value in column B. No changes are needed in columns C and D as this is the information currently on file with the MCPA.

[illegible]

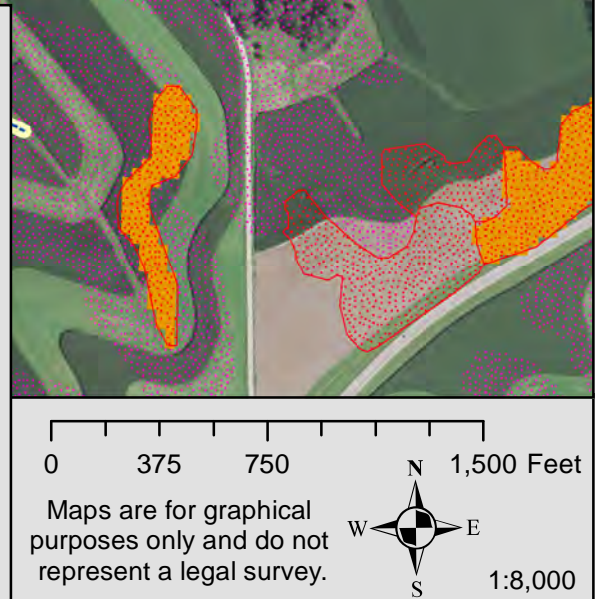
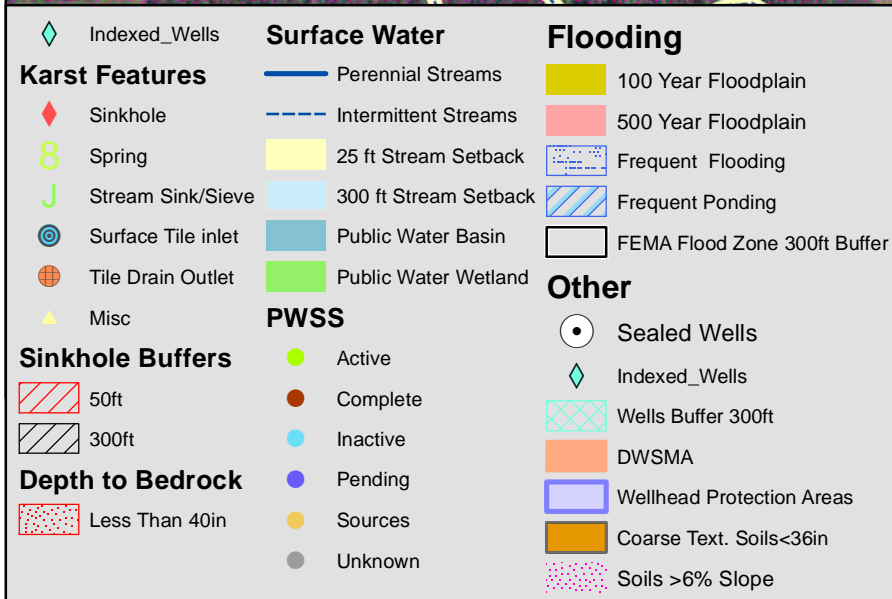
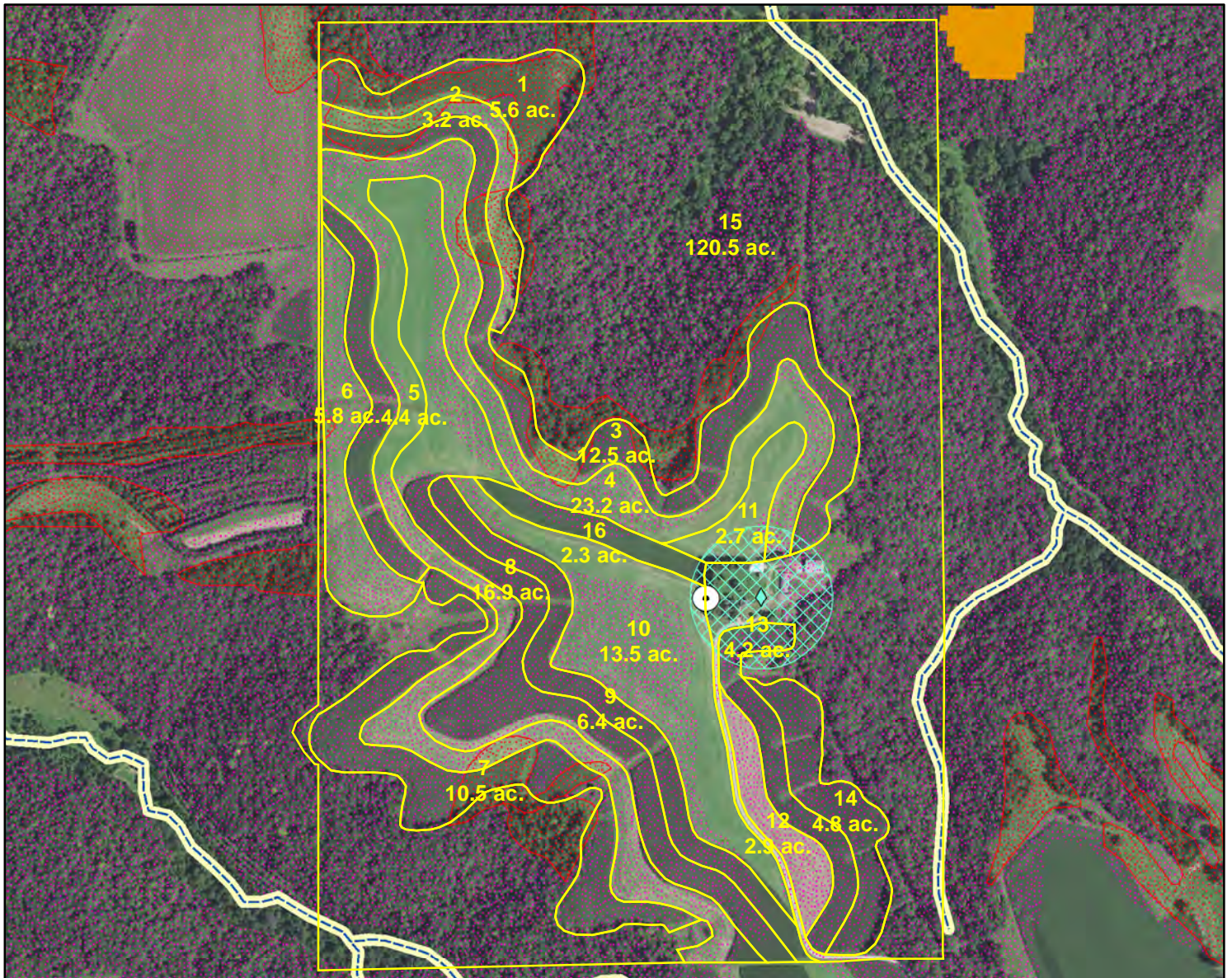
Signature (person completing the form)

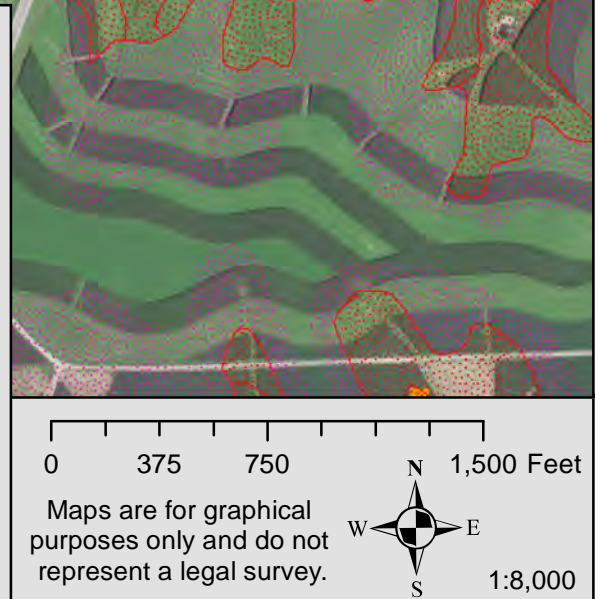
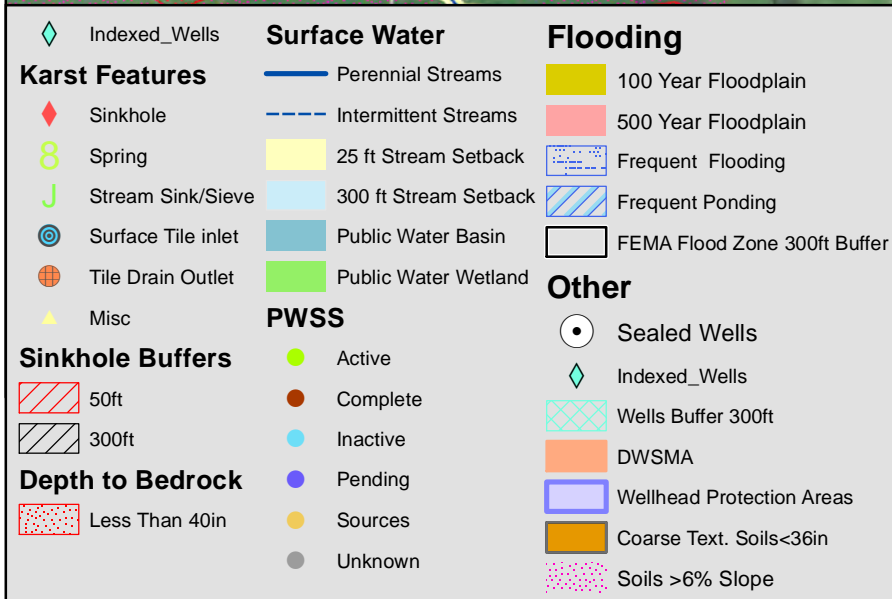
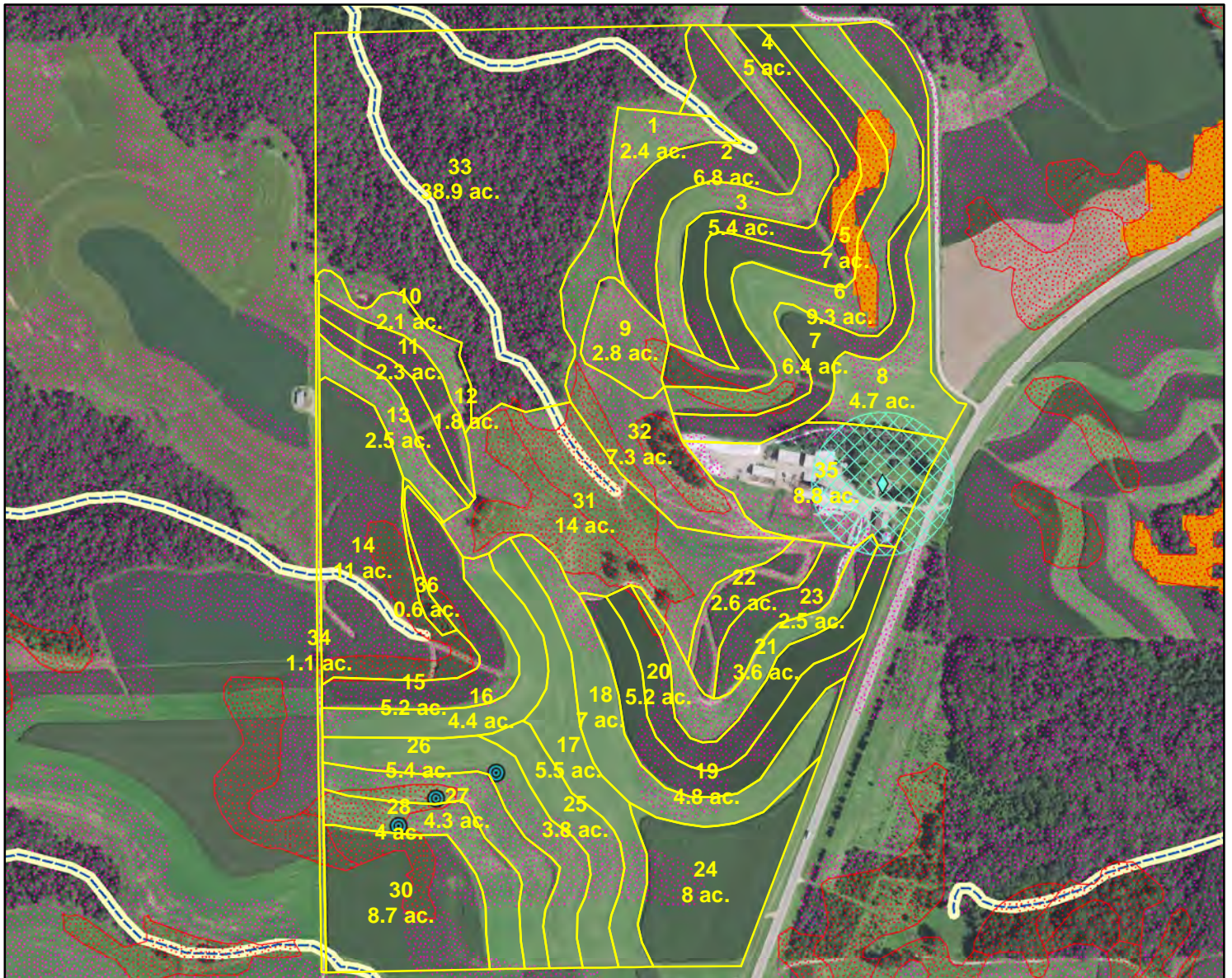
Print name: Thomas H Miller

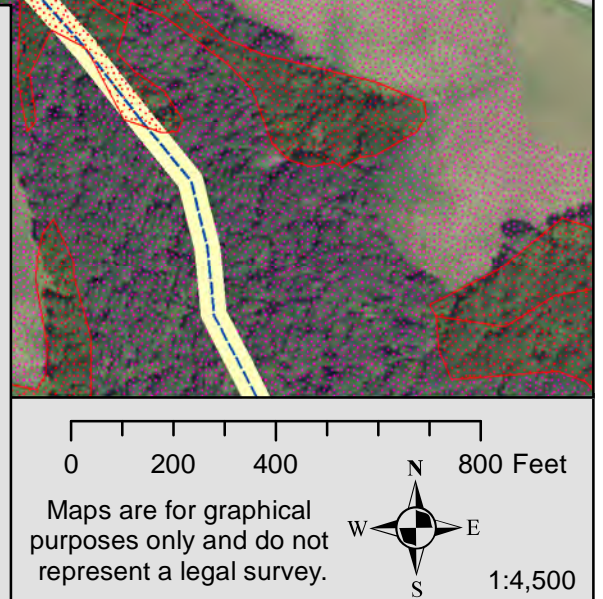
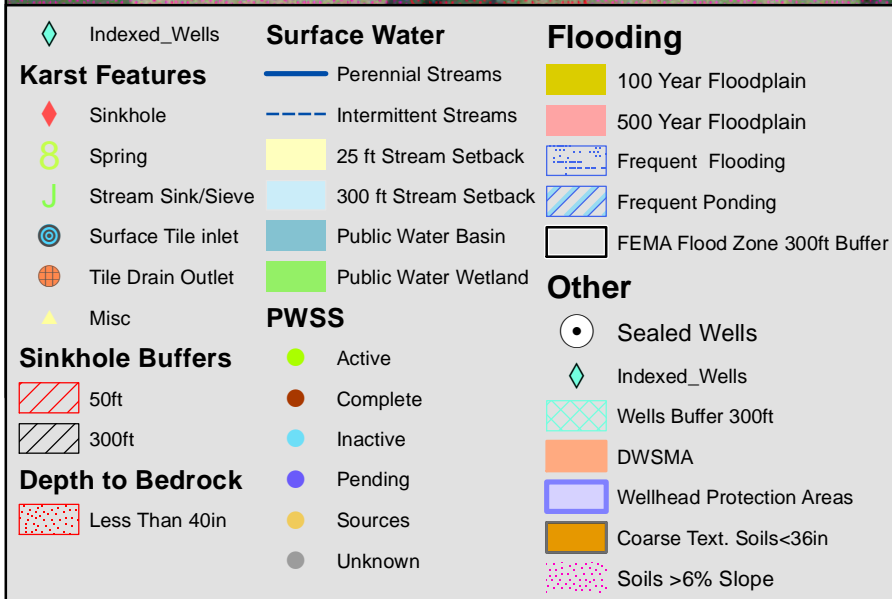
Title: _____

Signature: Thomas H Miller

Date: 12-25-17









I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JASON E. HOEHN
Jason E. HoeHN
DATE 5-2-2023 LIC. NO. 40422

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE _____ LIC. NO. _____

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC. AND MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

PROJECT

TOM & KAY MILLER DAIRY BARN PIT

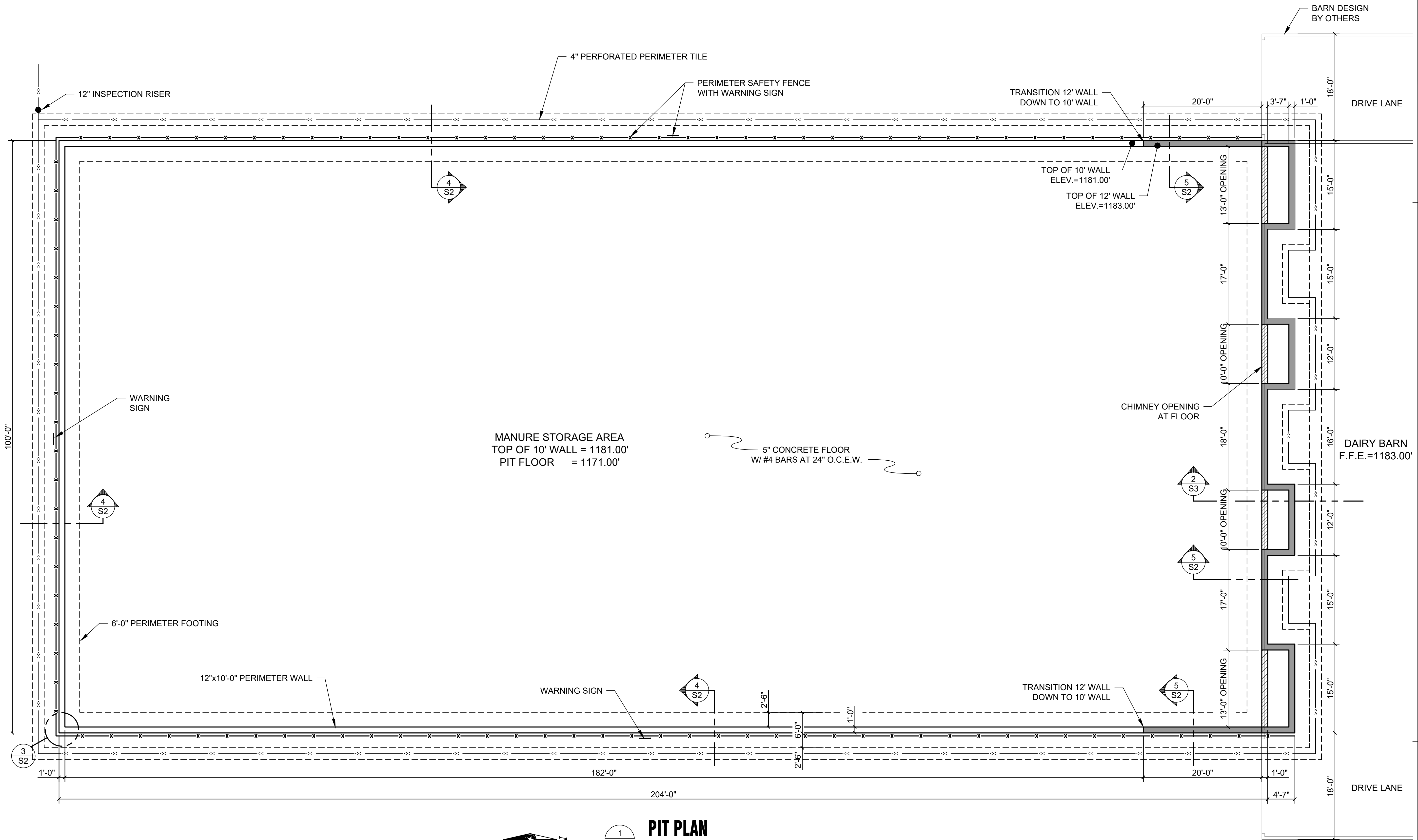
60503 STATE HIGHWAY 42
KELLOGG, MN 55945
NE 1/4 SECTION 7, T109N, R10W
WAUTOPA TWP., WABASHA CO., MN

REVISION SCHEDULE		
NO.	DATE	DESCRIPTION

PROJECT NO.	23-28875
FILE NAME	28875 S1-S4
DRAWN BY	MDH
DESIGNED BY	MDH
REVIEWED BY	JEH
ORIGINAL ISSUE DATE	5-2-2023
CLIENT PROJECT NO.	-

FOOTINGS, FOUNDATION PLAN & DETAILS

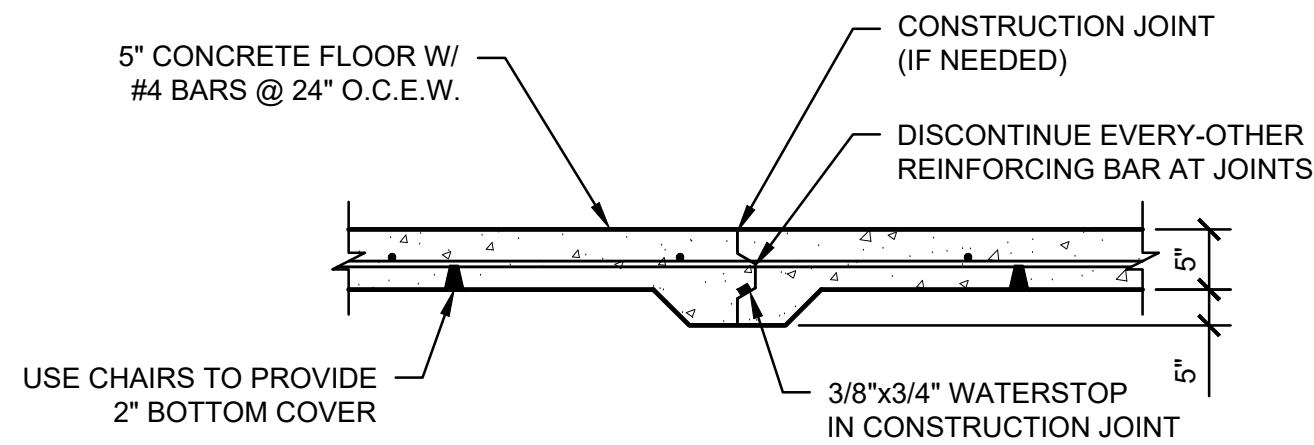
SHEET
S1



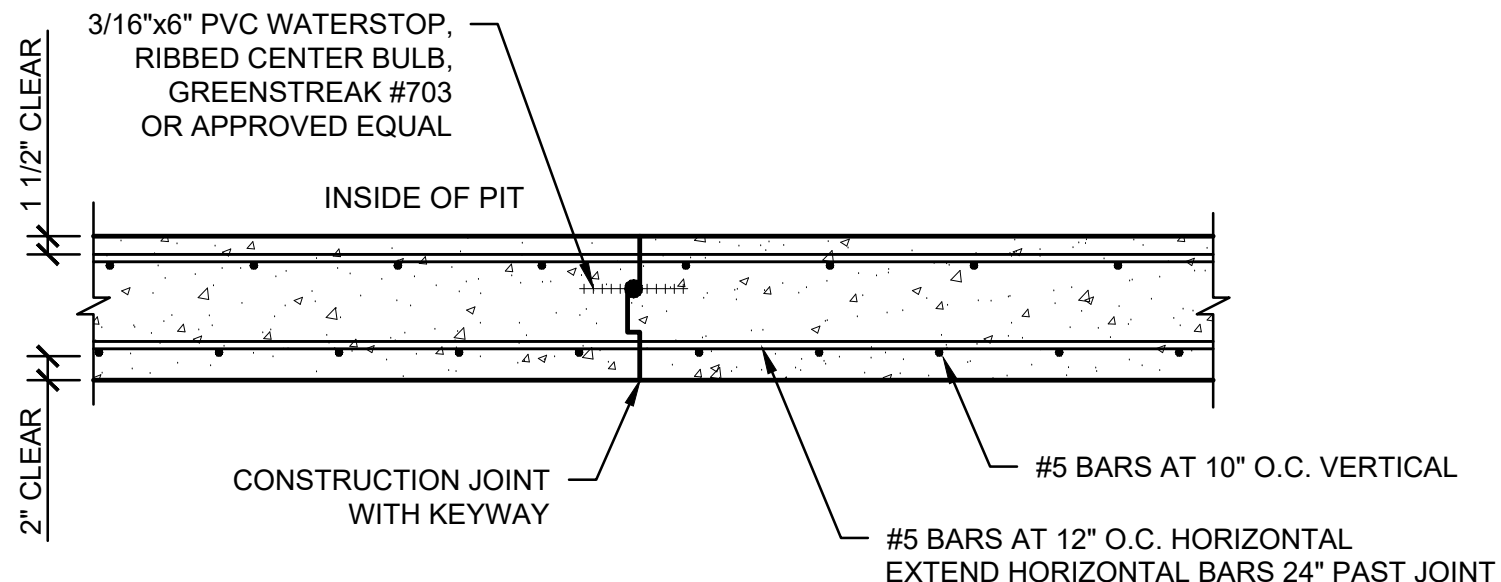
1
S1

PIT PLAN SCALE 1/8" = 1'-0"

NOTE:
PIT FLOOR ELEVATION IS BASED ON
BEDROCK ELEVATIONS RECORDED IN THE
SOIL REPORT, BY CHOSEN VALLEY TESTING,
DATED JANUARY 6TH, 2023.
5' OF CLEARANCE MUST BE MAINTAINED
BETWEEN THE BEDROCK AND PIT FLOOR.

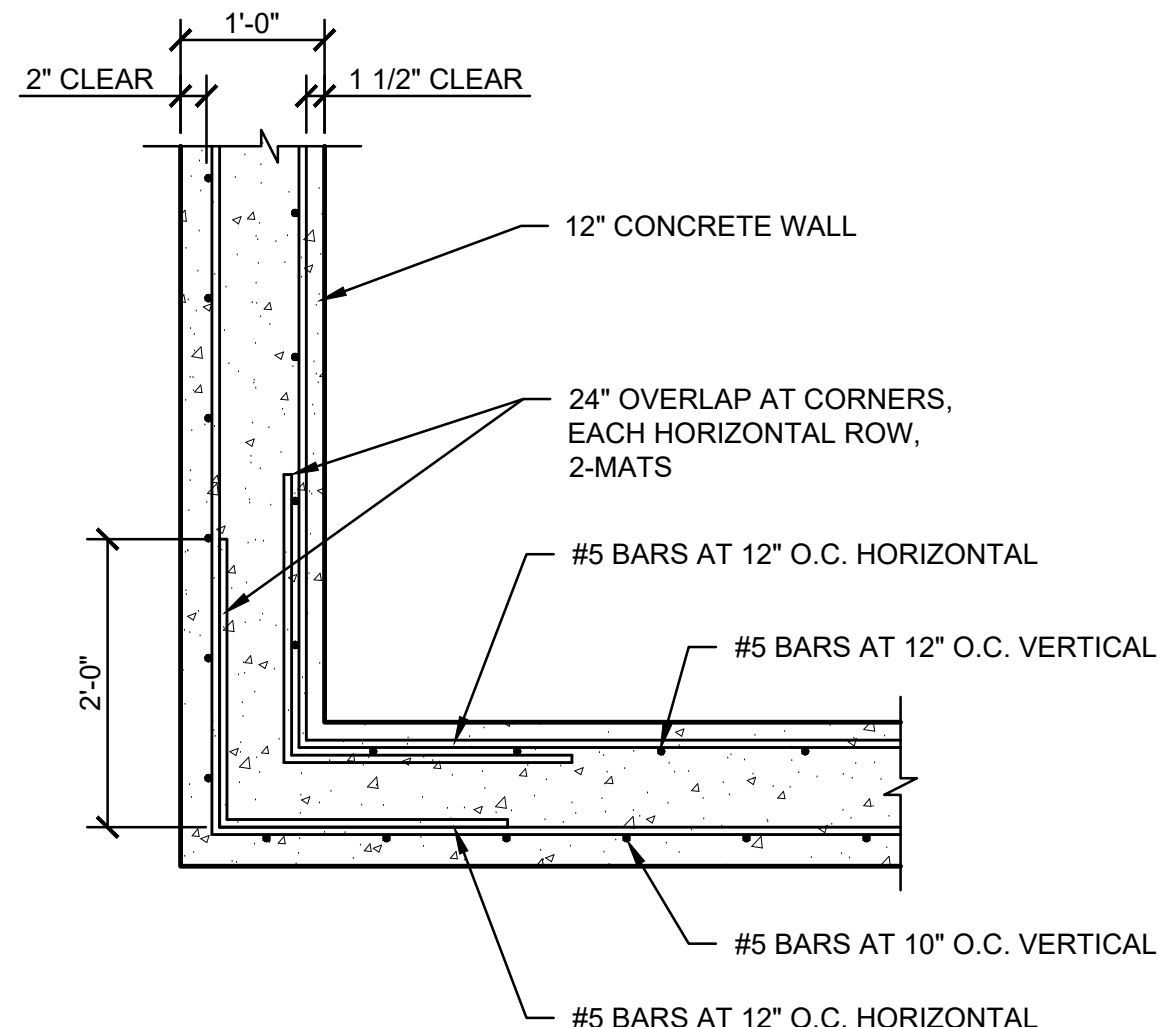


FLOOR SECTION W/ REBAR
SCALE 3/4" = 1'-0"



WALL CONSTRUCTION JOINT DETAIL

SCALE 3/4" = 1'-0"



CORNER DETAIL
SCALE 3/4" = 1'-0"

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JASON E. HOEHN
Jason E. HoeHN
DATE 5-2-2023 LIC. NO. 40422

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

DATE _____ LIC. NO. _____

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC.
AND MAY NOT BE USED, COPIED OR DUPLICATED
WITHOUT PRIOR WRITTEN CONSENT.

PROJECT

TOM & KAY MILLE
DAIRY BARN PIT

60503 STATE HIGHWAY 42
KELLOGG, MN 55945
NE 1/4 SECTION 7, T109N, R10W
WAUTOPA TWP., WABASHA CO., MN

[illegible]

PROJECT NO.	23-28875
FILE NAME	28875 S1-S4
DRAWN BY	MDH
DESIGNED BY	MDH
REVIEWED BY	JEH
ORIGINAL ISSUE DATE	5-2-2023
CLIENT PROJECT NO.	-

TITLE	DATE	BY	NO.	PRICE	REMARKS
...

DETAILS

SHEET

S2



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JASON E. HOEHN
Jason E. HoeHN
DATE 5-2-2023 LIC. NO. 40422

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE _____ LIC. NO. _____

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC. AND MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

PROJECT

TOM & KAY MILLER DAIRY BARN PIT

60503 STATE HIGHWAY 42
KELLOGG, MN 55945
NE 1/4 SECTION 7, T109N, R10W
WAUTOPA TWP., WABASHA CO., MN

REVISION SCHEDULE		
NO.	DATE	DESCRIPTION

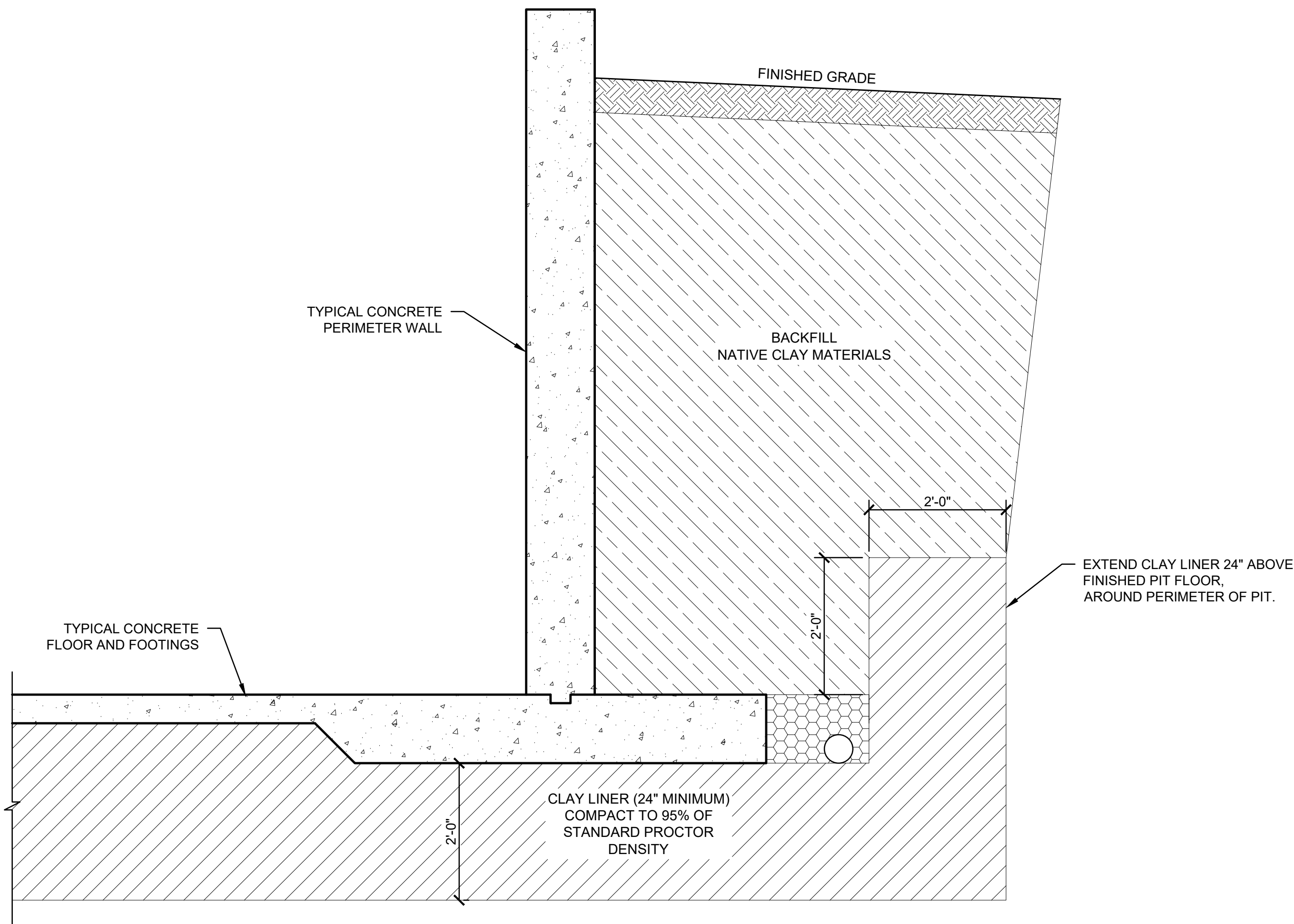
PROJECT NO.	23-28875
FILE NAME	28875 S1-S4
DRAWN BY	MDH
DESIGNED BY	MDH
REVIEWED BY	JEH
ORIGINAL ISSUE DATE	5-2-2023
CLIENT PROJECT NO.	

TITLE

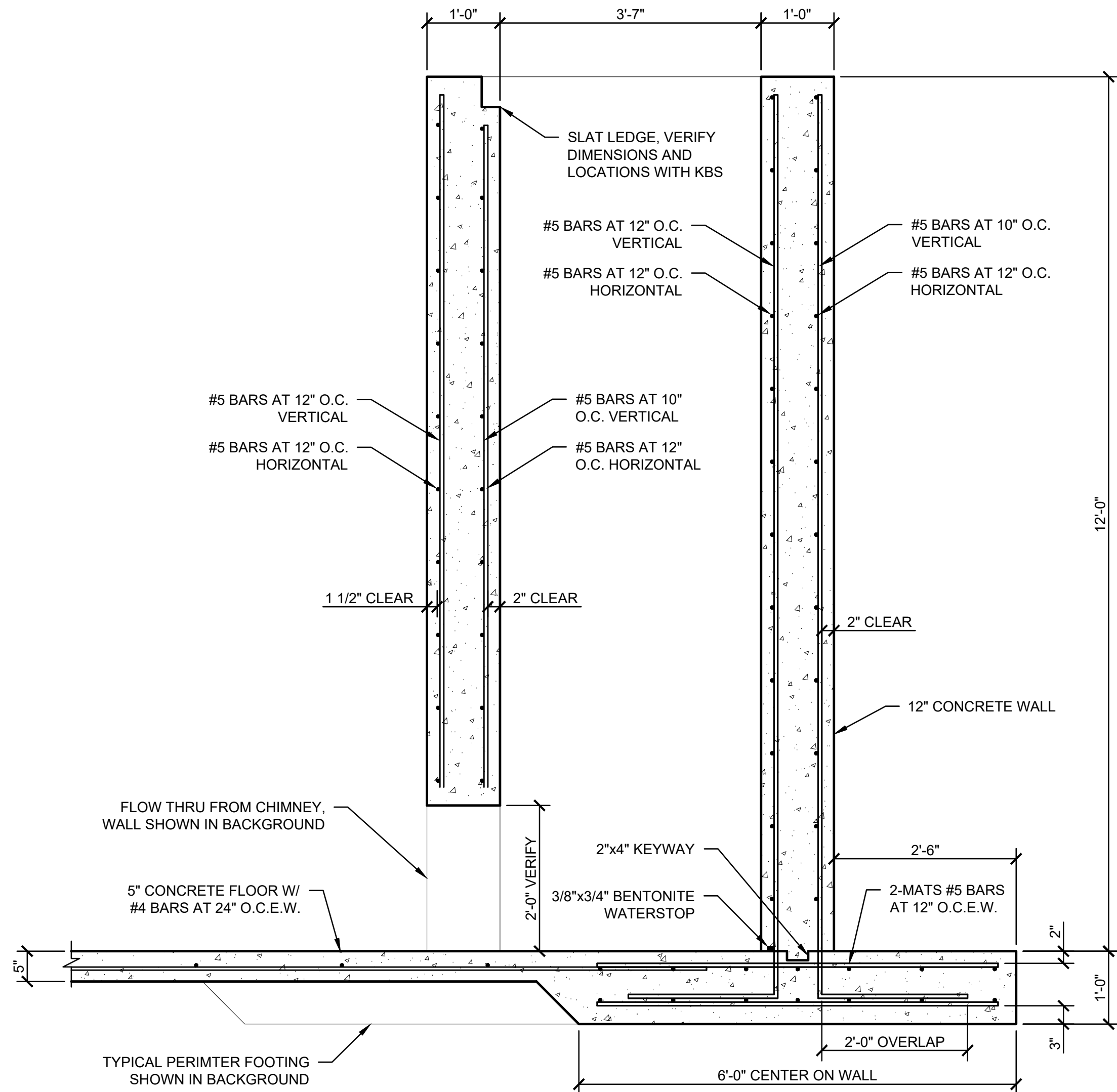
DETAILS

SHEET

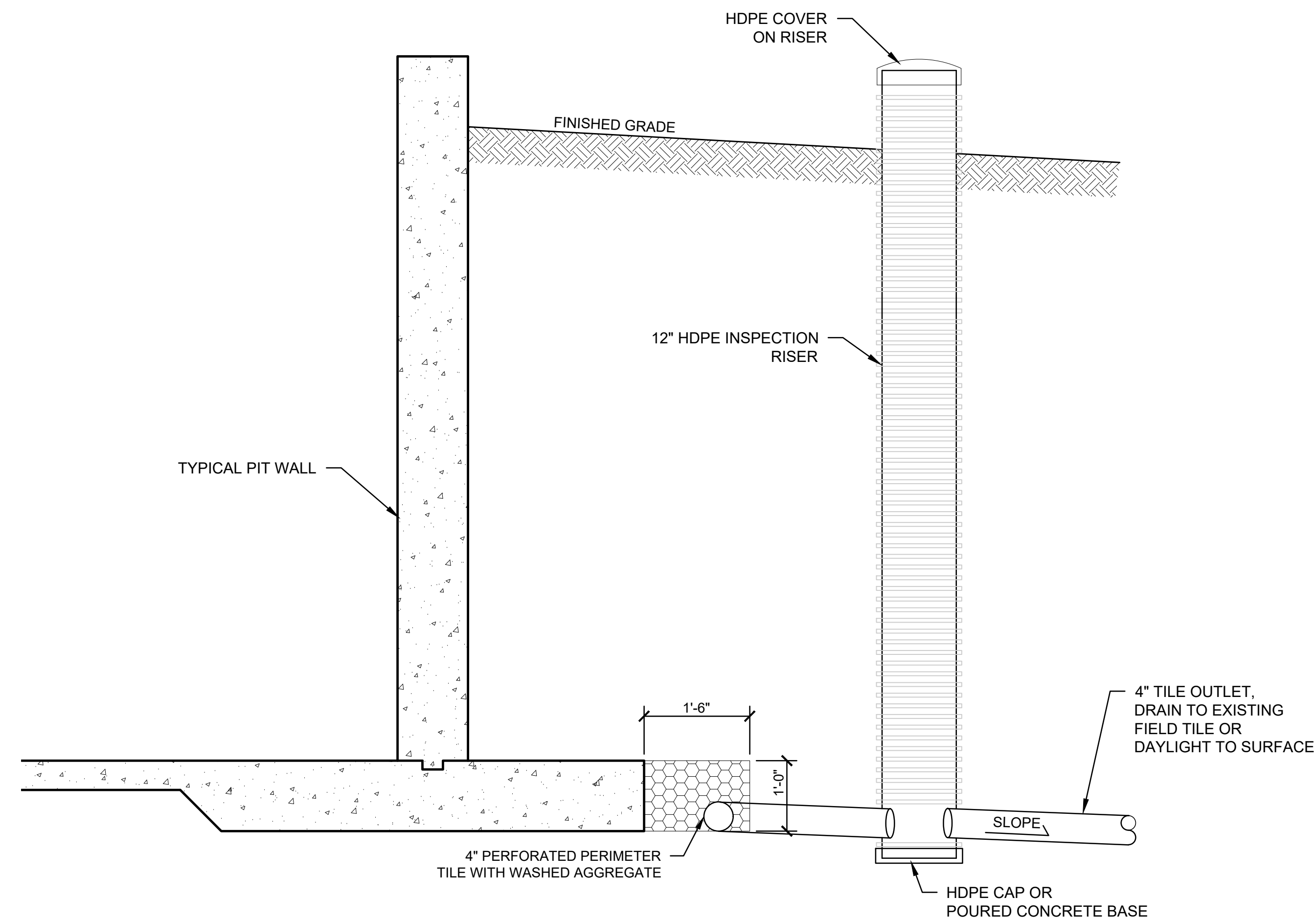
S3



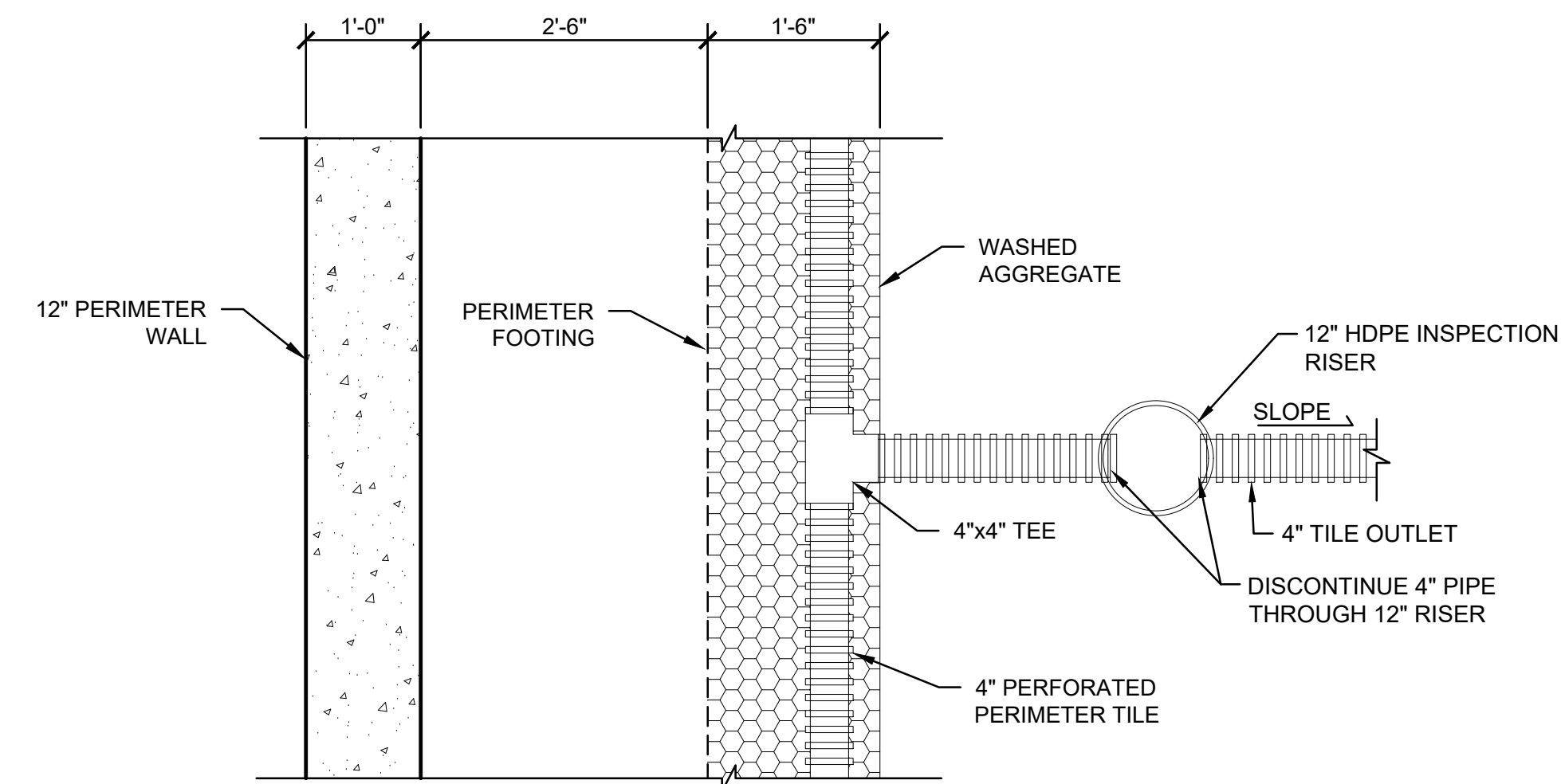
1
S3
SECONDARY CLAY LINER
SCALE 3/4\"/>



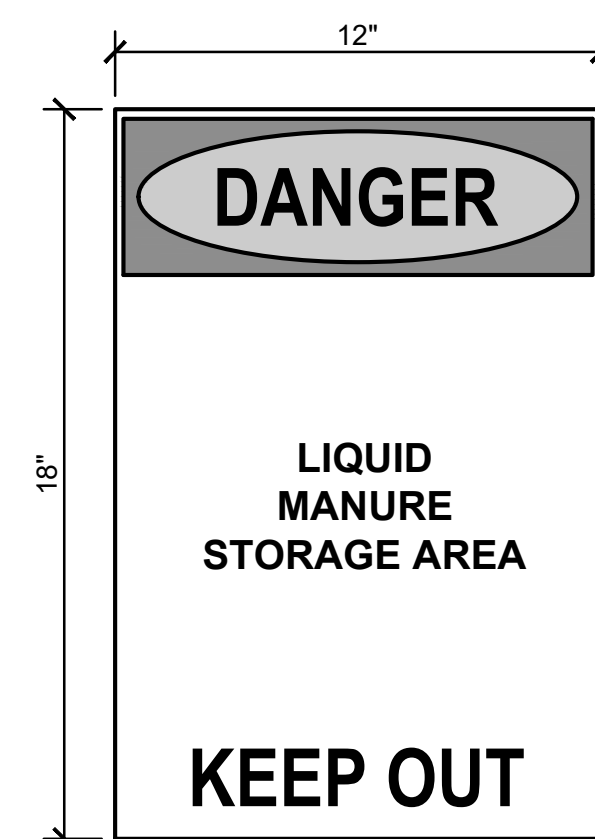
2
S3
CHIMNEY WALL & FOOTING SECTION
SCALE 3/4\"/>



1
S4
INSPECTION RISER
SCALE 3/4" = 1'-0"



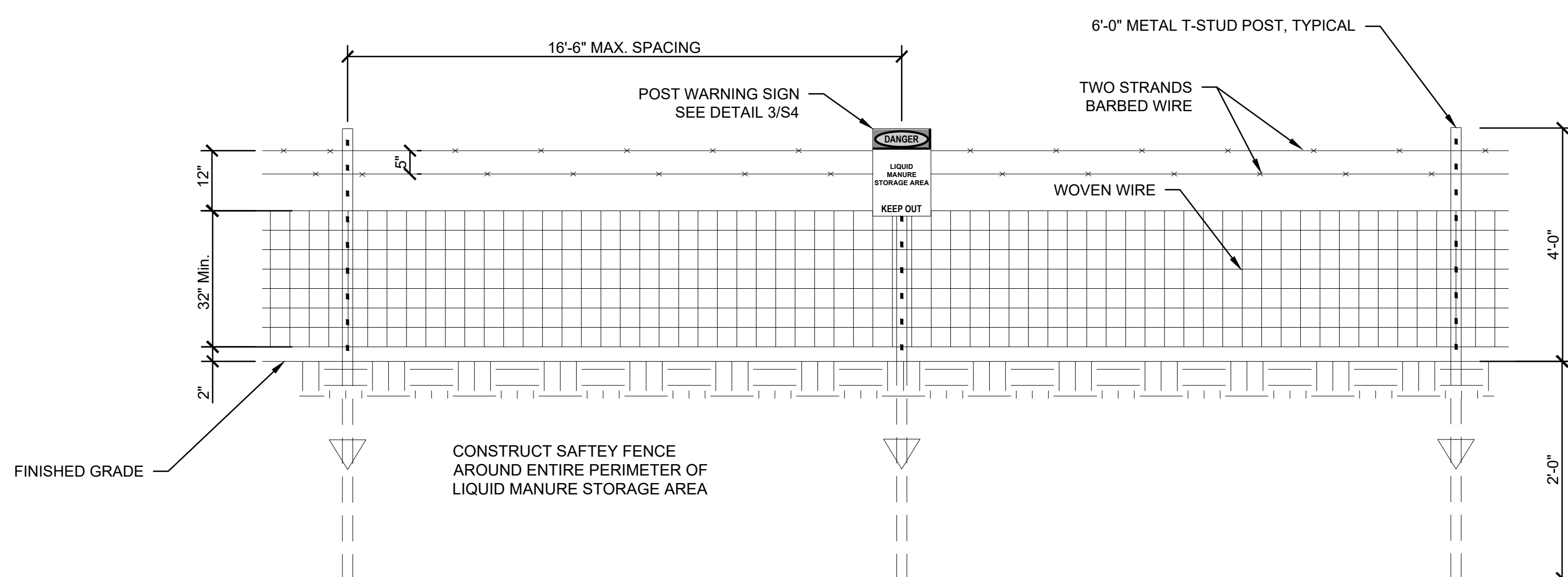
2
S4
INSPECTION RISER DETAIL - PLAN VIEW
SCALE 3/4" = 1'-0"



ATTACH A WARNING SIGN TO PERIMETER SAFETY FENCE, ONE ON EACH SIDE OF THE STORAGE PIT

THIS IS ONLY AN EXAMPLE OF THE TYPE OF SIGN THAT MUST BE POSTED AROUND THE FACILITY. OTHER COMMERCIALY AVAILABLE SIGNS MAY BE USED. USE 12"x18" SIGNS

3
S4
WARNING SIGN
NOT TO SCALE



4
S4
PERIMETER SAFETY FENCE
NOT TO SCALE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JASON E. HOEHN
DATE 5-2-2023 LIC. NO. 40422

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE _____ LIC. NO. _____

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC. AND MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

PROJECT

TOM & KAY MILLER DAIRY BARN PIT

60503 STATE HIGHWAY 42
KELLOGG, MN 55945
NE 1/4 SECTION 7, T109N, R10W
WAUTOPA TWP., WABASHA CO., MN

REVISION SCHEDULE		
NO.	DATE	DESCRIPTION

PROJECT NO.	23-28875
FILE NAME	28875 S1-S4
DRAWN BY	MDH
DESIGNED BY	MDH
REVIEWED BY	JEH
ORIGINAL ISSUE DATE	5-2-2023
CLIENT PROJECT NO.	

TITLE

DETAILS

SHEET

S4

Tom Miller Dairy Pit

Engineers Cost Estimate

Client Name: Tom & Kay Miller

Location: Kellog, MN

ISG Project Number: 23-28875

Date: 5-17-2023

Engineer's Opinion of Probable Cost for Construction of the Manure Dairy Pit

No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
1	Concrete (4000psi) & Admixtures	CY	702	\$150.00	\$105,300.00
2	Forming Materials, Ties, Etc.	LS	1	\$9,400.00	\$9,400.00
3	Concrete Pump Truck	LS	1	\$19,500.00	\$19,500.00
4	Reinforcing Bars (#4 bars) & Fabrication	LF	18466	\$0.75	\$13,850.00
5	Reinforcing Bars (#5 bars) & Fabrication	LF	46694	\$0.75	\$35,020.00
6	Waterstop	LF	645	\$2.00	\$1,290.00
7	4" Perforated Perimeter Tile	LF	672	\$0.65	\$437.00
8	6" Tile Outlet	LF	120	\$1.50	\$180.00
9	12" HDPE Inspection Riser	EA	1	\$165.00	\$165.00
10	Washed Aggregate	CY	38	\$65.00	\$2,470.00
11	Confinement Fencing	LF	512	\$12.00	\$6,144.00
12	Labor	LS	1	\$102,000.00	\$102,000.00
13	Mobilization & Equipment	LS	1	\$8,300.00	\$8,300.00
14	*Pit Excavation, Backfill, Secondary Liner Construction	LS	1	\$200,000.00	\$200,000.00
	* Site Design is not complete at this time				
	* Construction Inspections not included				
Construction Costs					\$504,056.00
10% Contingency					\$50,405.60
TOTAL PROJECT COST					\$554,461.60

MN EQIP Cost Estimator and Resource Inventory---FY2023

GENERAL	Name:	Thomas Miller
	Application #	<u>746322230L2</u>

Practice payment limits may apply. Refer to MN EQIP Contracting Guidance for details.

Year	Conservation Practice - Scenario - Component		Planned Contract Amount	UNIT COST	# of Yrs of Payment	Estimated Program Cost	Protracts Program Cost	As-built Installed Qty	As-built Cost
	Code	Scenario - Component							
2023	313	-Waste Storage Facility(Concrete Storage Tank, Buried, greater than or equal to 75K and less than 110K ft3 - Cu-Ft)	199626	1.0000	1	\$199,626.00	\$199,626.00		\$0.00
2023	520	-Pond Sealing or Lining, Compacted Soil Treatment(Soil Liner, Material Haul < 1 mile with testing - CuYd)	1860	3.7400	1	\$6,956.40	\$6,957.00		\$0.00
2023	382	-Fence(Confinement - Ft)	512	4.4500	1	\$2,278.40	\$2,279.00		\$0.00
2023	606	-Subsurface Drain(Waste Storage Facility Perimeter Drain, greater than 9 feet deep - Ft)	672	20.4800	1	\$13,762.56	\$13,763.00		\$0.00
2023	620	-Underground Outlet(6 inch corrugated plastic tubing or smaller - Ft)	120	3.4300	1	\$411.60	\$412.00		\$0.00
2023	367	-Roofs and Covers(Roof Structure, 30 ft to 60 ft Wide, High Snow Load - SqFt)	12189.5	10.9100	1	\$132,987.45	\$132,988.00		\$0.00
2023	561	-Heavy Use Area Protection(Concrete Flatwork, 5 inches thick, no wall - SqFt)	12189.5	4.3300	1	\$52,780.54	\$52,781.00		\$0.00
2023	342	-Critical Area Planting(Native or Introduced Vegetation - Normal Tillage (Organic and Non-Organic) - Ac)	1.5	154.4900	1	\$231.74	\$232.00		\$0.00
2023	484	-Mulching(Natural Material, Full Coverage - SqFt)	66473	0.0200	1	\$1,329.46	\$1,330.00		\$0.00
2024	590	-Nutrient Management(Basic NM with Manure and/or Compost (Non-Organic/Organic) - Ac)	412	10.6600	3	\$13,175.76	\$13,176.00		\$0.00
					1	\$0.00	\$0.00		\$0.00
					1	\$0.00	\$0.00		\$0.00
					1	\$0.00	\$0.00		\$0.00
					1	\$0.00	\$0.00		\$0.00
Total Estimated Program Cost:							\$423,544.00		\$0.00
Remarks									

Designated Conservationist
<div style="display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 50%;"></div> <div>Date:</div> </div>
<div style="display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 50%;"></div> <div></div> </div>

Privacy Act Statement: The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 522a). The authorities for requesting the information to be supplied on this form are: 16 U.S.C. 590a-f (Soil and Water Conservation); 16 U.S.C. 3801 et seq. (Food Security Act of 1985, as amended), and the regulations promulgated thereunder. The information requested is necessary for the evaluation of an application, development and implementation of a conservation plan as the basis for satisfying program eligibility and compliance requirements, and for providing technical, educational, or financial assistance under the previously mentioned authorities. Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical, educational, or financial assistance. This information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

		Project cost (example)	EQIP Payment	Cost/Share Eligible
Planned AU	485	\$ 554,461.60	\$ 224,599.00	\$191,247
Current AU	232	\$ 265,226.99	\$ 107,437.05	\$91,483

Total Cost/Share	C/S Rate
\$415,846.20	75%
\$198,920.24	75%

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 23-BWSRFeedlot-01	Other state or non-State funds? <input checked="" type="checkbox"/> YES <input type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s): 5/25/23
--------------------------------------	--	---	--	---

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

Applicant

Land Occupier Name Tom Miller	Address 60503 Hwy 42	City/State Kellogg	Zip Code MN
---	--------------------------------	------------------------------	-----------------------

* 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: Watopa	Township No: 109	Range No.: 10	Section No. 7	1/4,1/4
---------------------------------	----------------------------	-------------------------	-------------------------	----------------

Contract Information

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

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

313 Waste Storage Facility with 520 - Pond Sealing or Lining, 382 Fence (confinement), 606 Subsurface Drain, 620 Underground Outlet, 342 Critical Area Planting, 484 Mulching

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 05/31/2024, 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 .%, or state and non-state sources that when combined are in excess of 75.% of the total cost to establish the conservation practice. Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the flat rate payment option.
5. To provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

Date 5-24-23	Land Occupier Thomas H. Mueller
Date	Landowner, if different from applicant
	Address, if different from applicant information:

Conservation Practice

The primary practice for which cost-share is requested is: **313 - Waste Storage Facility**

Eligible Component Standards & Names 520, Pond sealing, 382 fence confinement, 606 Subsurface Drain, 620 Underground Outlet, 342 Critical Area Planting, 484 Mulching	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate \$554,461.60
	Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Technical Assessment and Cost Estimate

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

Date 05/23/2023	Technical Assistance Provider See attached signed design/plan documents by Jason E. Hoehn (Lic. No. 40422) at ISG
---------------------------	---

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 0.0% 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
\$91,483.00	2022-2024 BWSR Feedlot Grant (Area 7 TSA/JPB)	2022

Date	Authorized Signature	Total Amount Authorized \$91,483.00
------	----------------------	---



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JASON E. HOEHN

DATE 5-2-2023 LIC. NO. 40422

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE _____ LIC. NO. _____

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC.
AND MAY NOT BE USED, COPIED OR DUPLICATED
WITHOUT PRIOR WRITTEN CONSENT.

PROJECT

TOM & KAY MILLER
DAIRY BARN PIT

60503 STATE HIGHWAY 42
KELLOGG, MN 55945
NE 1/4 SECTION 7, T109N, R10W
WAUTOPA TWP., WABASHA CO., MN

[illegible]

PROJECT NO.	23-28875
-------------	----------

FILE NAME	28875 S1-S4
-----------	-------------

DRAWN BY	MDH
----------	-----

DESIGNED BY	MDH
-------------	-----

REVIEWED BY	JEH
-------------	-----

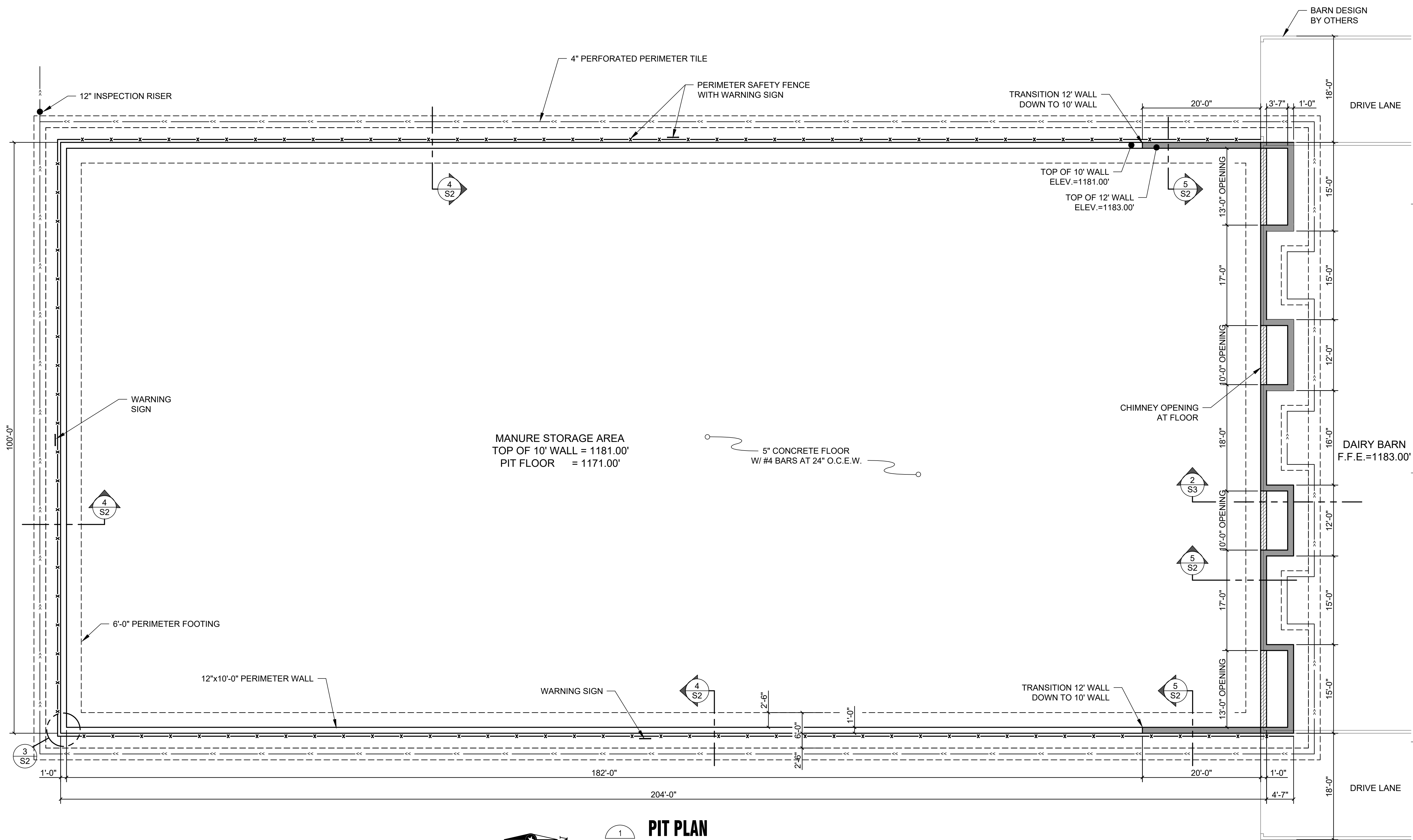
ORIGINAL ISSUE DATE 5-2-202

TITLE

FOOTINGS, FOUNDATION PLAN & DETAILS

SHEET

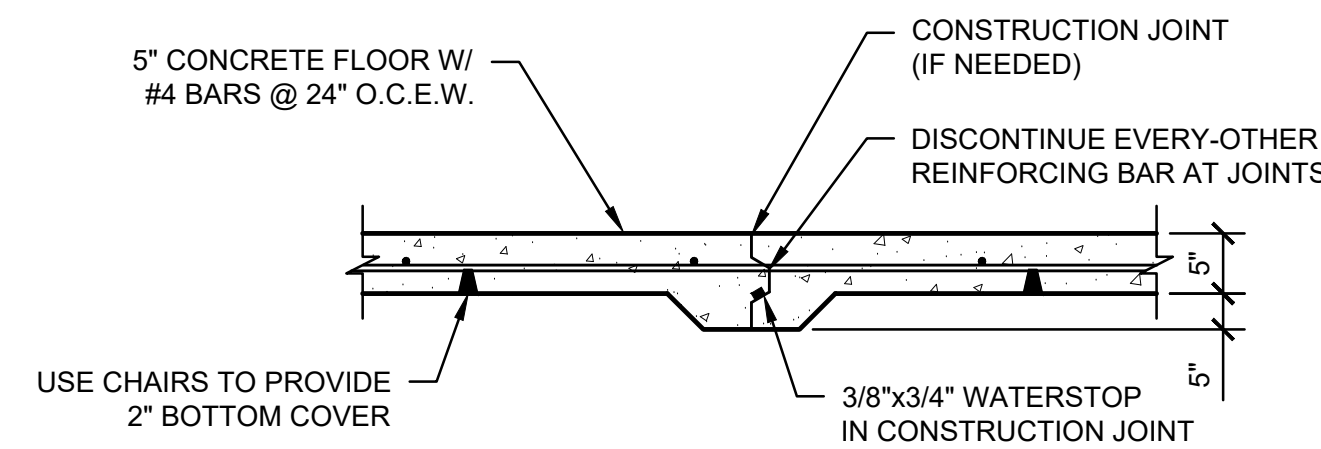
S1



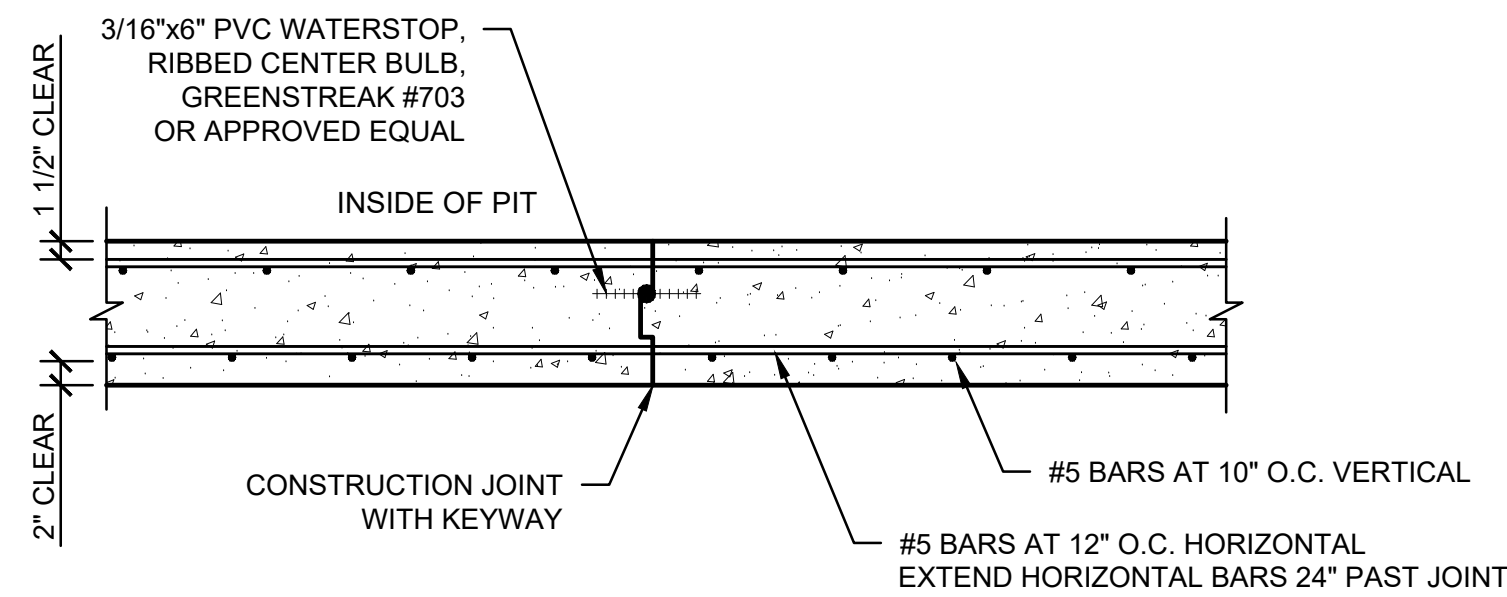
NOTE:
PIT FLOOR ELEVATION IS BASED ON
BEDROCK ELEVATIONS RECORDED IN THE
SOIL REPORT, BY CHOSEN VALLEY TESTING,
DATED JANUARY 6TH, 2023.
5' OF CLEARANCE MUST BE MAINTAINED
BETWEEN THE BEDROCK AND PIT FLOOR.

PIT PLAN

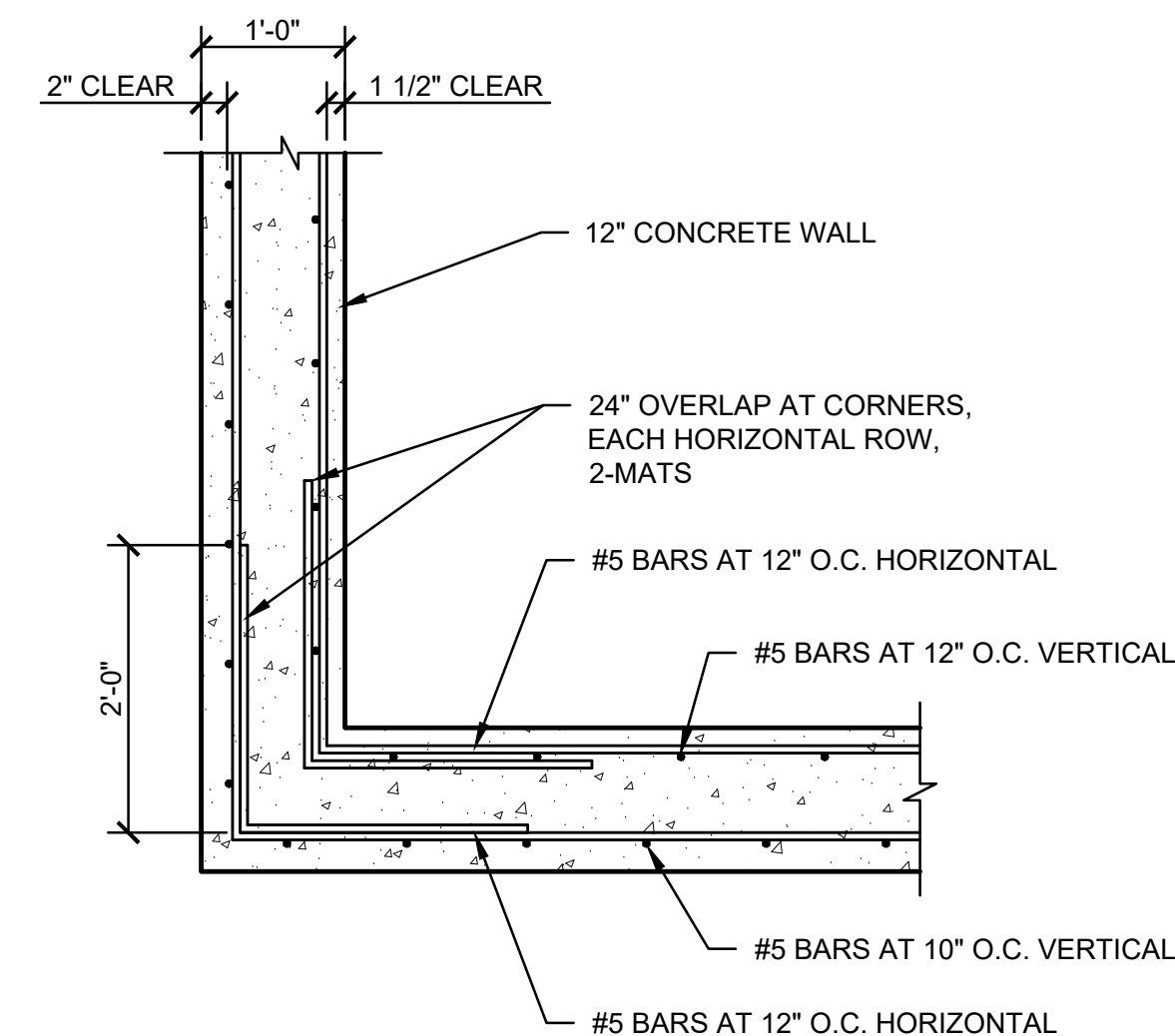
SCALE 1/8" = 1'-0"



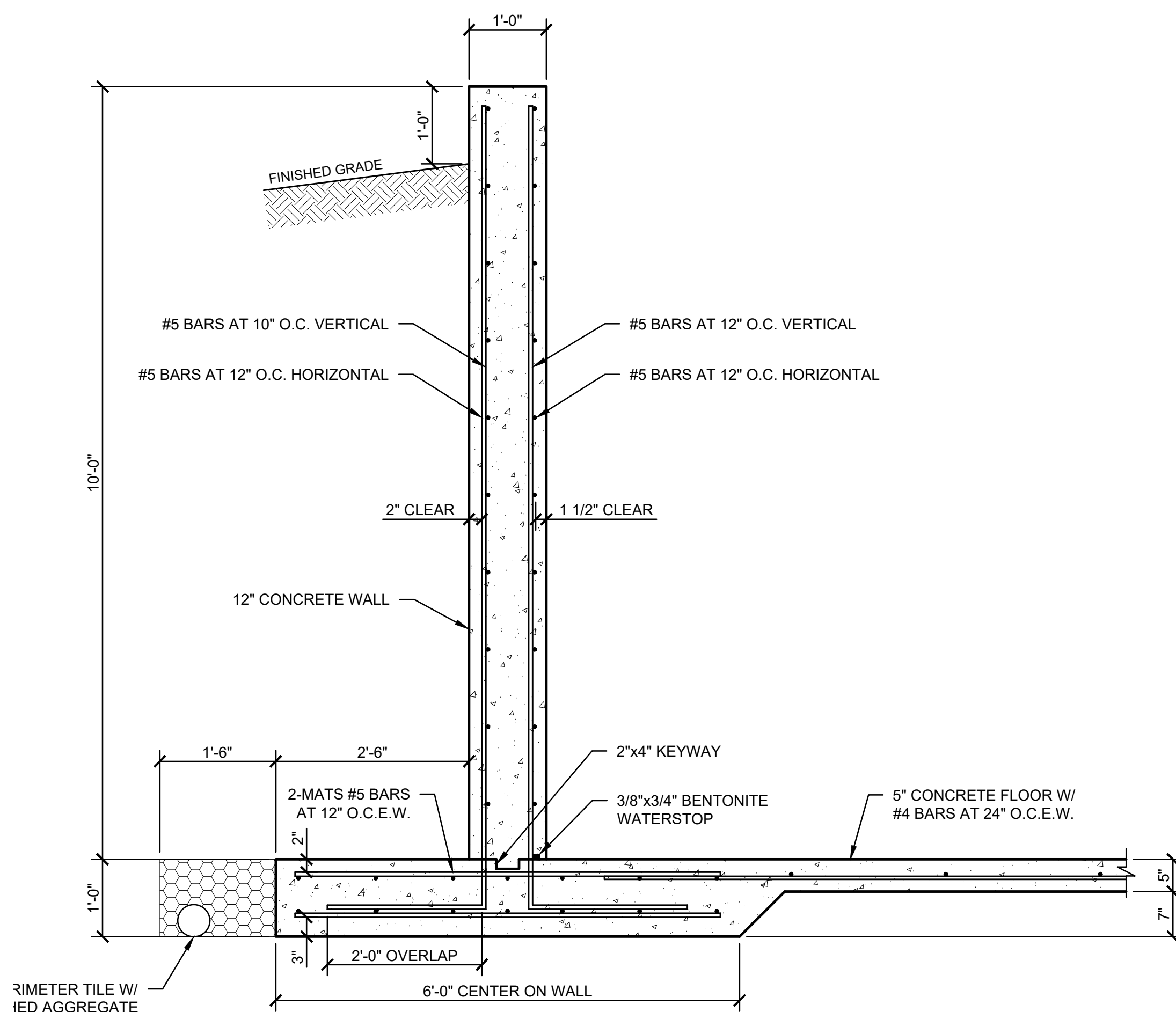
1
S2
FLOOR SECTION W/ REBAR
SCALE 3/4" = 1'-0"



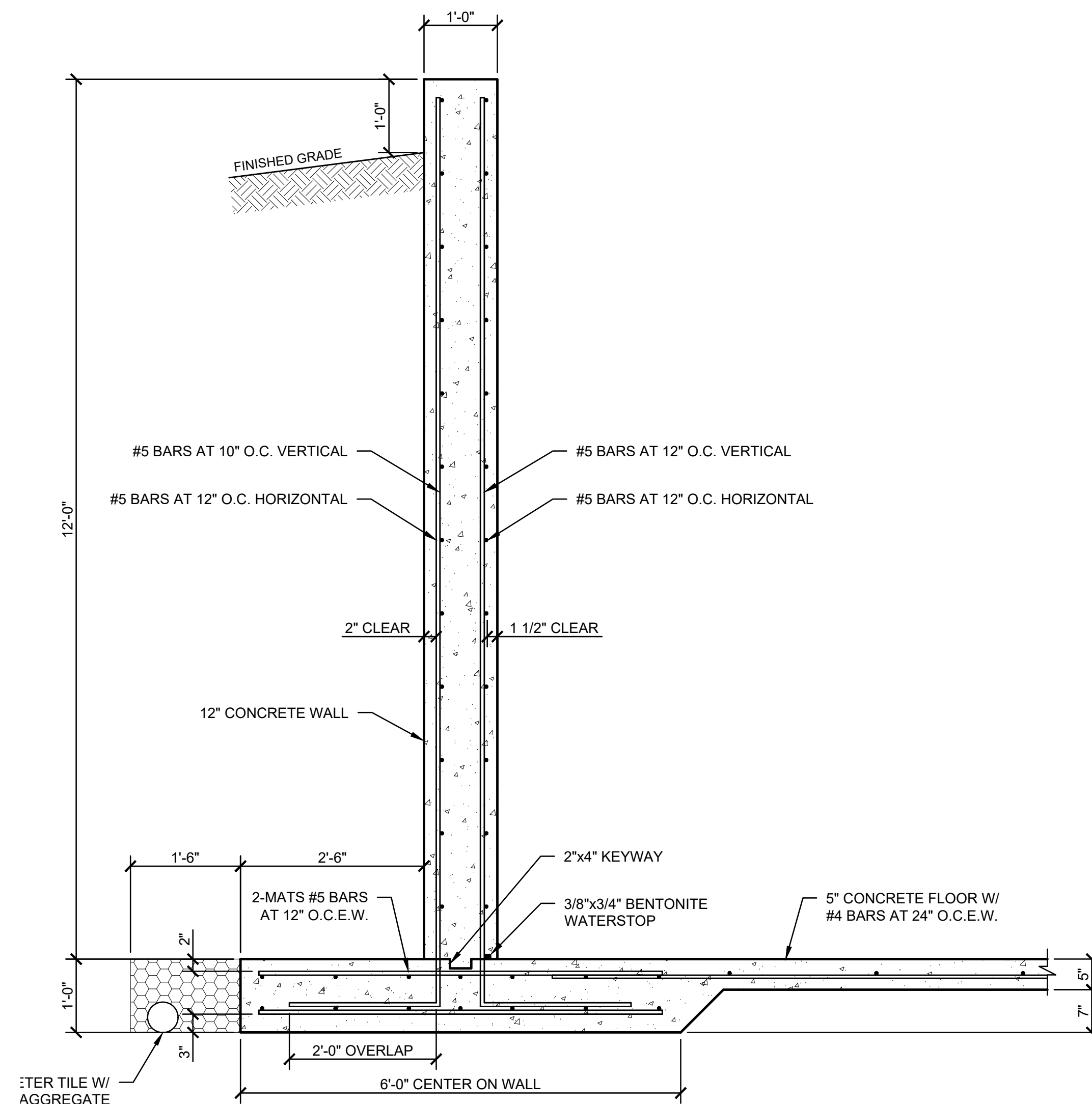
2
S2
WALL CONSTRUCTION JOINT DETAIL
SCALE 3/4" = 1'-0"



3
S2
CORNER DETAIL
SCALE 3/4" = 1'-0"



4
S2
10' PIT WALL & FOOTING
SCALE 3/4" = 1'-0"



5
S2
12' PIT WALL & FOOTING
SCALE 3/4" = 1'-0"

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JASON E. HOEHN
DATE 5-2-2023 LIC. NO. 40422

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE LIC. NO.

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC. AND MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

PROJECT

TOM & KAY MILLER DAIRY BARN PIT

60503 STATE HIGHWAY 42
KELLOGG, MN 55945
NE 1/4 SECTION 7, T109N, R10W
WAUTOPA TWP., WABASHA CO., MN

REVISION SCHEDULE		
NO.	DATE	DESCRIPTION

PROJECT NO. 23-28875
FILE NAME 28875 S1-S4
DRAWN BY MDH
DESIGNED BY MDH
REVIEWED BY JEH
ORIGINAL ISSUE DATE 5-2-2023
CLIENT PROJECT NO.

TITLE

DETAILS

SHEET

S2



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JASON E. HOEHN
Jason E. HoeHN
DATE 5-2-2023 LIC. NO. 40422

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE _____ LIC. NO. _____

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC. AND MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

PROJECT

TOM & KAY MILLER DAIRY BARN PIT

60503 STATE HIGHWAY 42
KELLOGG, MN 55945
NE 1/4 SECTION 7, T109N, R10W
WAUTOPA TWP., WABASHA CO., MN

REVISION SCHEDULE		
NO.	DATE	DESCRIPTION

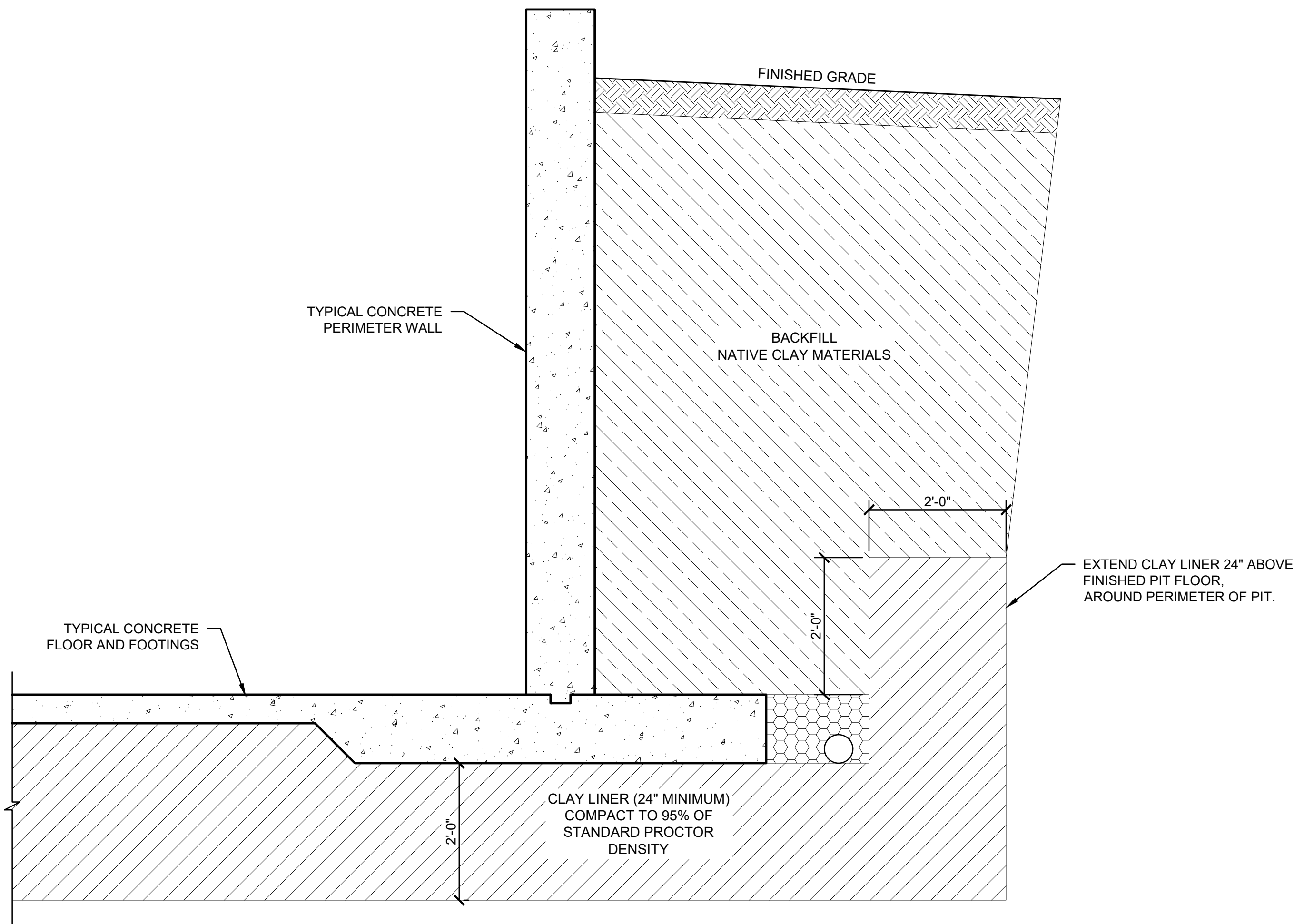
PROJECT NO.	23-28875
FILE NAME	28875 S1-S4
DRAWN BY	MDH
DESIGNED BY	MDH
REVIEWED BY	JEH
ORIGINAL ISSUE DATE	5-2-2023
CLIENT PROJECT NO.	

TITLE

DETAILS

SHEET

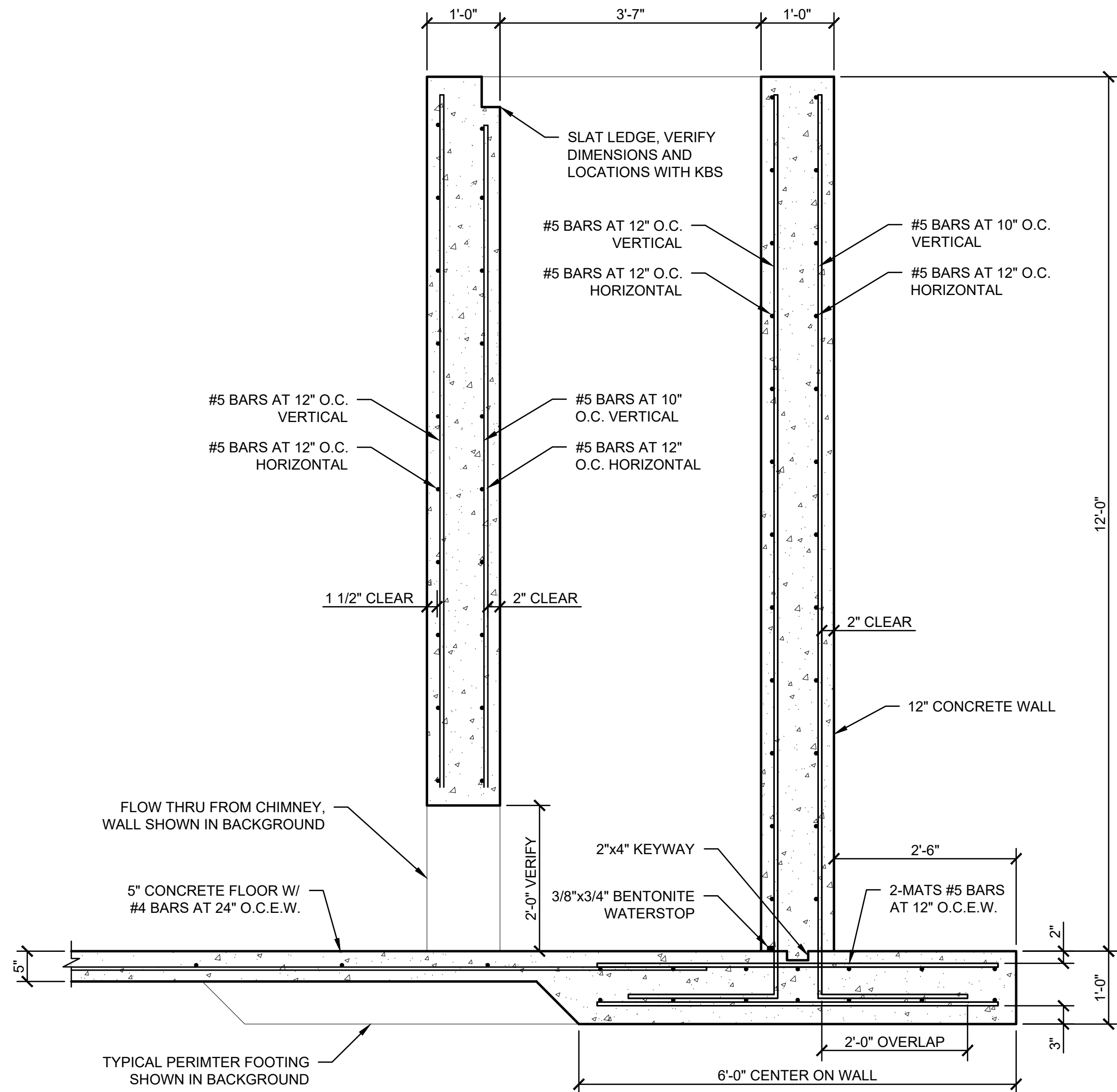
S3



1
S3

SECONDARY CLAY LINER

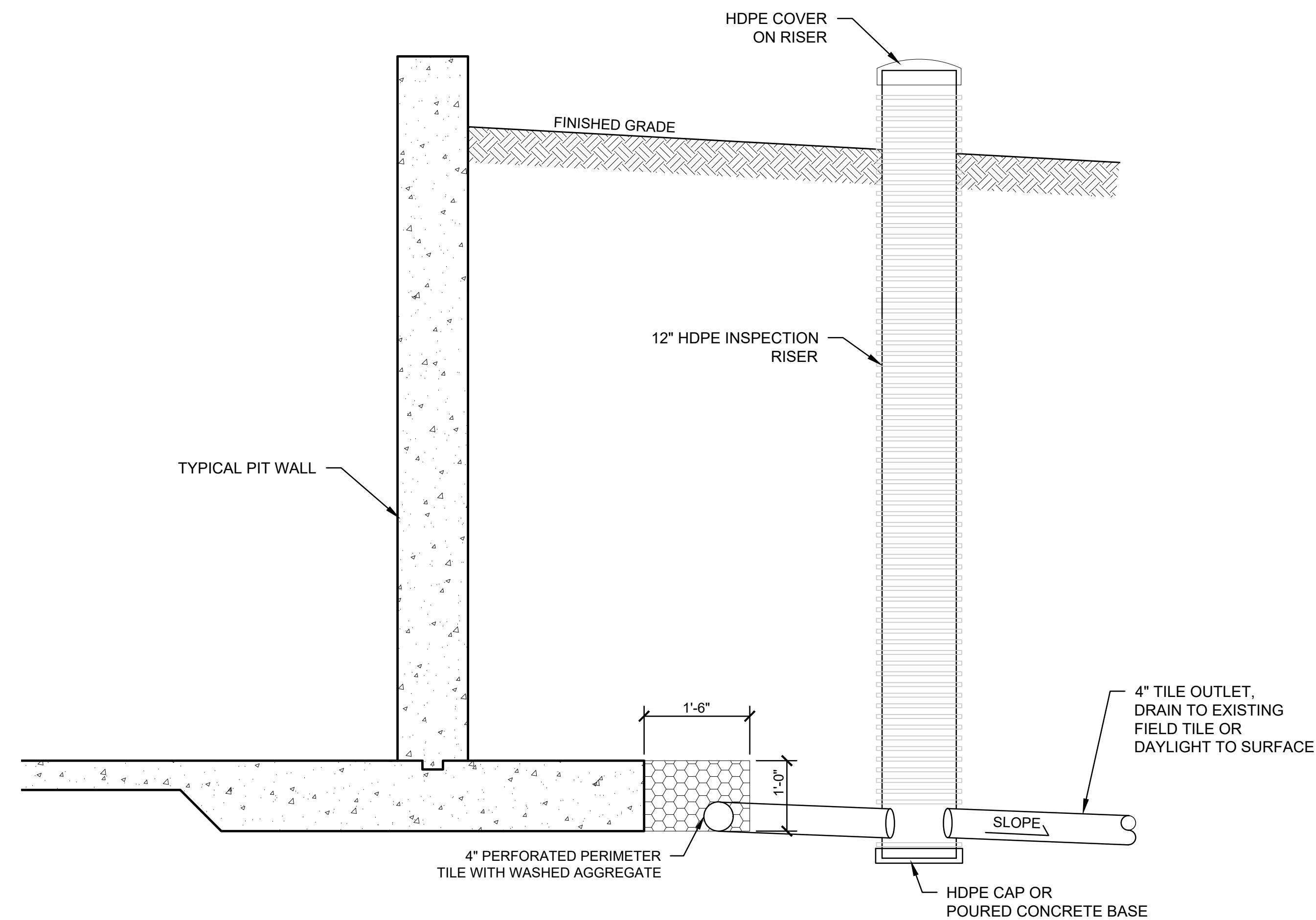
SCALE 3/4" = 1'-0"



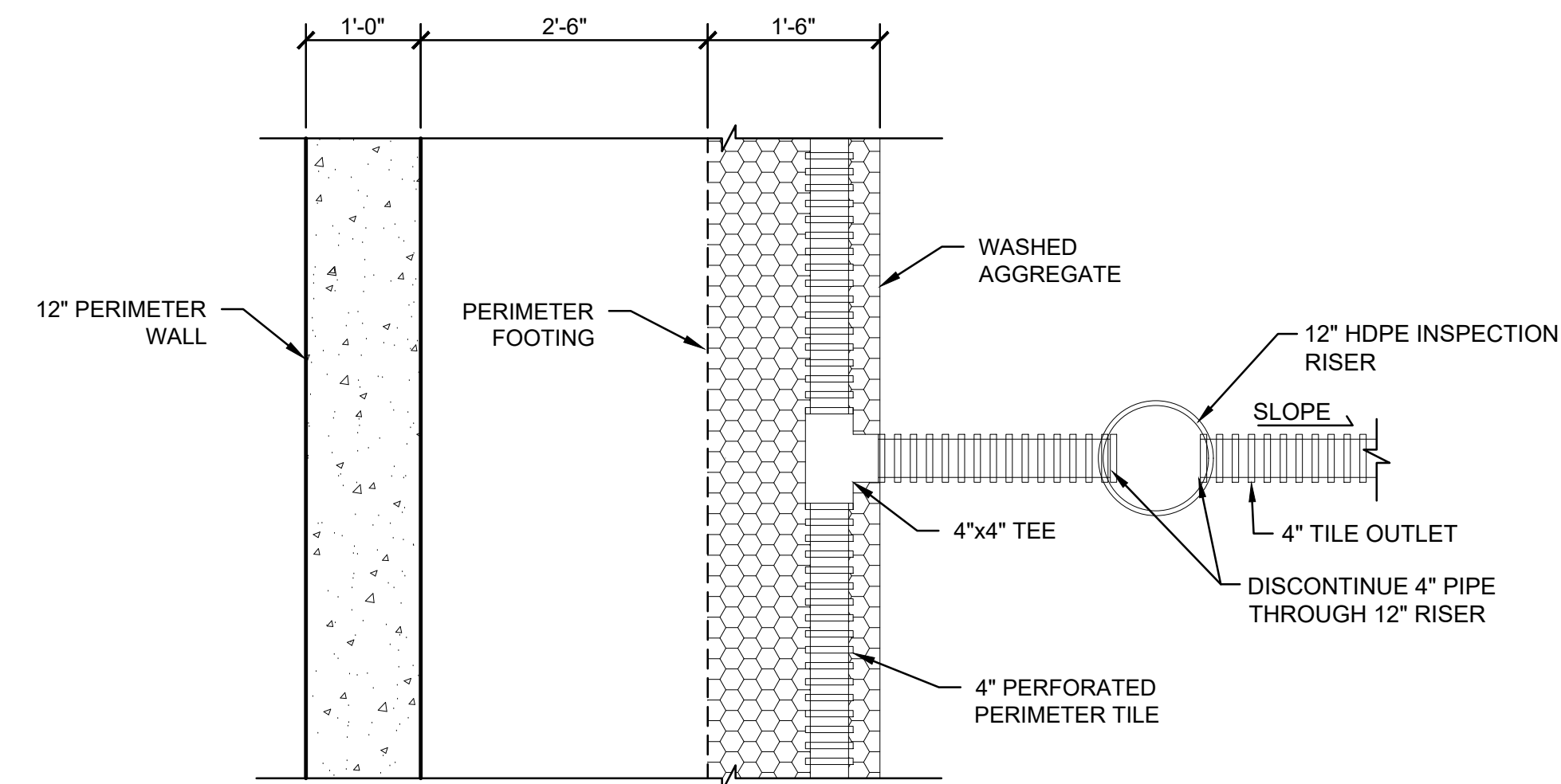
2
S3

CHIMNEY WALL & FOOTING SECTION

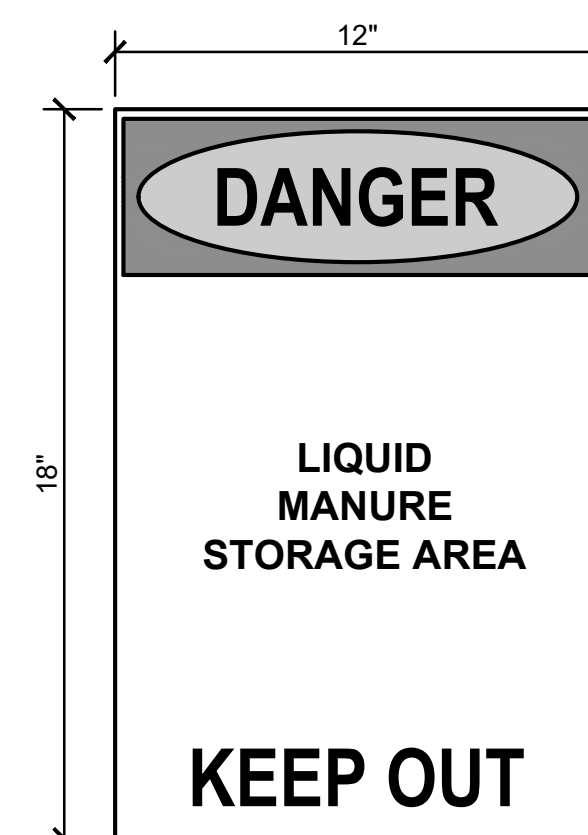
SCALE 3/4" = 1'-0"



1
S4
INSPECTION RISER
SCALE 3/4" = 1'-0"



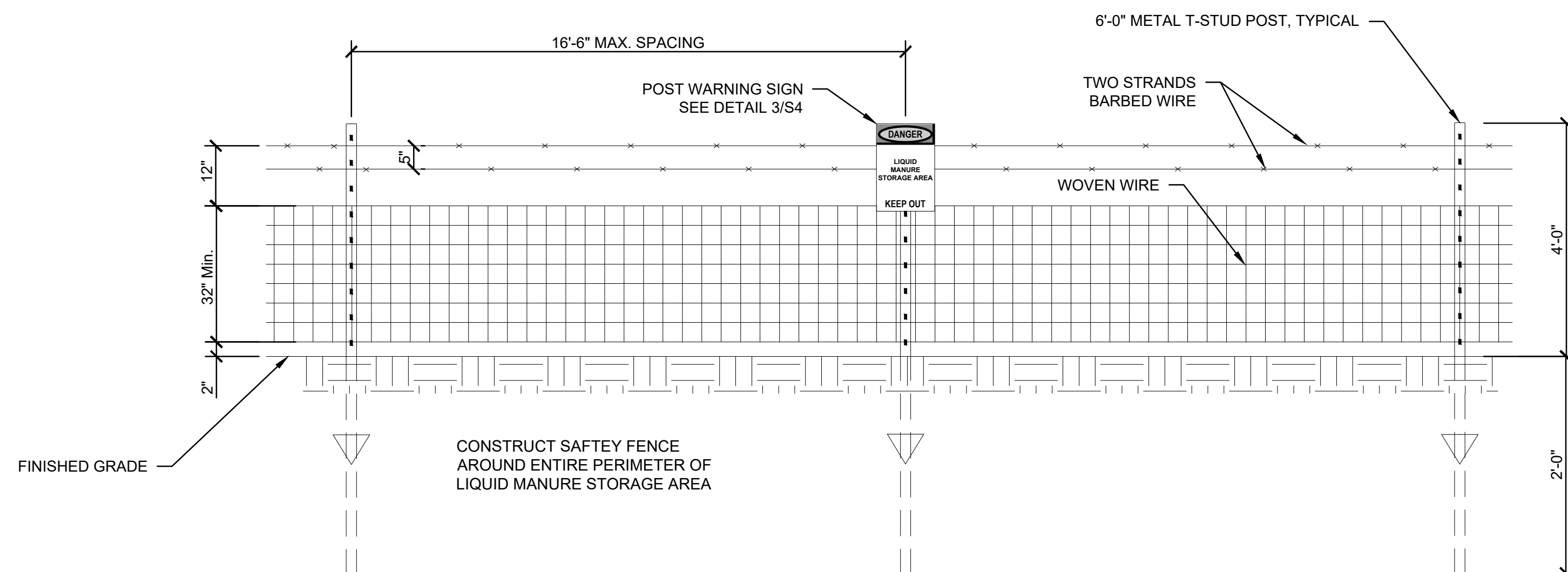
2
S4
INSPECTION RISER DETAIL - PLAN VIEW
SCALE 3/4" = 1'-0"



ATTACH A WARNING SIGN TO PERIMETER SAFETY FENCE, ONE ON EACH SIDE OF THE STORAGE PIT

THIS IS ONLY AN EXAMPLE OF THE TYPE OF SIGN THAT MUST BE POSTED AROUND THE FACILITY. OTHER COMMERCIALY AVAILABLE SIGNS MAY BE USED. USE 12"x18" SIGNS

3
S4
WARNING SIGN
NOT TO SCALE



4
S4
PERIMETER SAFETY FENCE
NOT TO SCALE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JASON E. HOEHN
DATE 5-2-2023 LIC. NO. 40422

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE _____ LIC. NO. _____

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC. AND MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

PROJECT

TOM & KAY MILLER DAIRY BARN PIT

60503 STATE HIGHWAY 42
KELLOGG, MN 55945
NE 1/4 SECTION 7, T109N, R10W
WAUTOPA TWP., WABASHA CO., MN

REVISION SCHEDULE		
NO.	DATE	DESCRIPTION

PROJECT NO.	23-28875
FILE NAME	28875 S1-S4
DRAWN BY	MDH
DESIGNED BY	MDH
REVIEWED BY	JEH
ORIGINAL ISSUE DATE	5-2-2023
CLIENT PROJECT NO.	

TITLE

DETAILS

SHEET

S4

MN EQIP Cost Estimator and Resource Inventory---FY2023

GENERAL	Name:	Thomas Miller
	Application #	746322230L2

Practice payment limits may apply. Refer to MN EQIP Contracting Guidance for details.

Year	Conservation Practice - Scenario - Component		Planned Contract Amount	UNIT COST	# of Yrs of Payment	Estimated Program Cost	Protracts Program Cost	As-built Installed Qty	As-built Cost
	Code	Scenario - Component							
2023	313	-Waste Storage Facility(Concrete Storage Tank, Buried, greater than or equal to 75K and less than 110K ft3 - Cu-Ft)	199626	1.0000	1	\$199,626.00	\$199,626.00		\$0.00
2023	520	-Pond Sealing or Lining, Compacted Soil Treatment(Soil Liner, Material Haul < 1 mile with testing - CuYd)	1860	3.7400	1	\$6,956.40	\$6,957.00		\$0.00
2023	382	-Fence(Confinement - Ft)	512	4.4500	1	\$2,278.40	\$2,279.00		\$0.00
2023	606	-Subsurface Drain(Waste Storage Facility Perimeter Drain, greater than 9 feet deep - Ft)	672	20.4800	1	\$13,762.56	\$13,763.00		\$0.00
2023	620	-Underground Outlet(6 inch corrugated plastic tubing or smaller - Ft)	120	3.4300	1	\$411.60	\$412.00		\$0.00
2023	367	-Roofs and Covers(Roof Structure, 30 ft to 60 ft Wide, High Snow Load - SqFt)	12189.5	10.9100	1	\$132,987.45	\$132,988.00		\$0.00
2023	561	-Heavy Use Area Protection(Concrete Flatwork, 5 inches thick, no wall - SqFt)	12189.5	4.3300	1	\$52,780.54	\$52,781.00		\$0.00
2023	342	-Critical Area Planting(Native or Introduced Vegetation - Normal Tillage (Organic and Non-Organic) - Ac)	1.5	154.4900	1	\$231.74	\$232.00		\$0.00
2023	484	-Mulching(Natural Material, Full Coverage - SqFt)	66473	0.0200	1	\$1,329.46	\$1,330.00		\$0.00
2024	590	-Nutrient Management(Basic NM with Manure and/or Compost (Non-Organic/Organic) - Ac)	412	10.6600	3	\$13,175.76	\$13,176.00		\$0.00
					1	\$0.00	\$0.00		\$0.00
					1	\$0.00	\$0.00		\$0.00
					1	\$0.00	\$0.00		\$0.00
					1	\$0.00	\$0.00		\$0.00
Total Estimated Program Cost:							\$423,544.00		\$0.00
Remarks									

\$224,599 for State Cost Sharable items

Designated Conservationist		
	Date:	
(Certified Planner or Engineering Plan Approval)		

Privacy Act Statement: The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 522a). The authorities for requesting the information to be supplied on this form are: 16 U.S.C. 590a-f (Soil and Water Conservation); 16 U.S.C. 3801 et seq. (Food Security Act of 1985, as amended), and the regulations promulgated thereunder. The information requested is necessary for the evaluation of an application, development and implementation of a conservation plan as the basis for satisfying program eligibility and compliance requirements, and for providing technical, educational, or financial assistance under the previously mentioned authorities. Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical, educational, or financial assistance. This information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

Tom Miller Dairy Pit

Engineers Cost Estimate

Client Name: Tom & Kay Miller

Location: Kellog, MN

ISG Project Number: 23-28875

Date: 5-17-2023

Engineer's Opinion of Probable Cost for Construction of the Manure Dairy Pit

No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
1	Concrete (4000psi) & Admixtures	CY	702	\$150.00	\$105,300.00
2	Forming Materials, Ties, Etc.	LS	1	\$9,400.00	\$9,400.00
3	Concrete Pump Truck	LS	1	\$19,500.00	\$19,500.00
4	Reinforcing Bars (#4 bars) & Fabrication	LF	18466	\$0.75	\$13,850.00
5	Reinforcing Bars (#5 bars) & Fabrication	LF	46694	\$0.75	\$35,020.00
6	Waterstop	LF	645	\$2.00	\$1,290.00
7	4" Perforated Perimeter Tile	LF	672	\$0.65	\$437.00
8	6" Tile Outlet	LF	120	\$1.50	\$180.00
9	12" HDPE Inspection Riser	EA	1	\$165.00	\$165.00
10	Washed Aggregate	CY	38	\$65.00	\$2,470.00
11	Confinement Fencing	LF	512	\$12.00	\$6,144.00
12	Labor	LS	1	\$102,000.00	\$102,000.00
13	Mobilization & Equipment	LS	1	\$8,300.00	\$8,300.00
14	*Pit Excavation, Backfill, Secondary Liner Construction	LS	1	\$200,000.00	\$200,000.00
	* Site Design is not complete at this time				
	* Construction Inspections not included				
Construction Costs					\$504,056.00
10% Contingency					\$50,405.60
TOTAL PROJECT COST					\$554,461.60

Whitewater Joint Powers Board Cover Crop (2020-2022 2023 2024)
Amendment to Sub-Agreement between
Whitewater Joint Powers Board
and
Wabasha County Soil and Water Conservation District

THIS is an AGREEMENT that amends the Sub-Agreement previously made and entered into in June 2020 by and between the Whitewater Joint Powers Board, ~~400 Wilson St. N, Lewiston, MN 55952~~ 202 West Third Street, Winona, MN 55987, hereinafter referred to as the “WJPB”, and Wabasha County Soil and Water Conservation District (SWCD), 611 Broadway Ave., Suite 10, Wabasha, MN 55981, hereinafter referred to as the “Contractor”. This Amendment extends the date of the Sub-Agreement to December 31, 2023 2024. No other terms of the Sub-Agreement are changed and the The entirety of the Sub-Agreement is provided for below.

RECITALS

WHEREAS, the WJPB has a grant agreement from the state of Minnesota, acting through its Board of Water and Soil Resources, entitled Whitewater Drinking Water Protection Grant, hereinafter referred to as the “Project”;

WHEREAS, the Project includes up to \$94,500 **\$45,000** in funds for cover crop incentives to increase cover crop implementation in the Whitewater Watershed portions of selected townships;

WHEREAS, the Contractor is providing technical assistance for the project and staff are trained to effectively administer and assess local farming operations for landowners seeking to implement cover crops in their operations;

NOW, THEREFORE, in consideration of mutual undertakings and agreements hereinafter set forth, the WJPB and the Contractor agree as follows:

Term and Cost of the Agreement

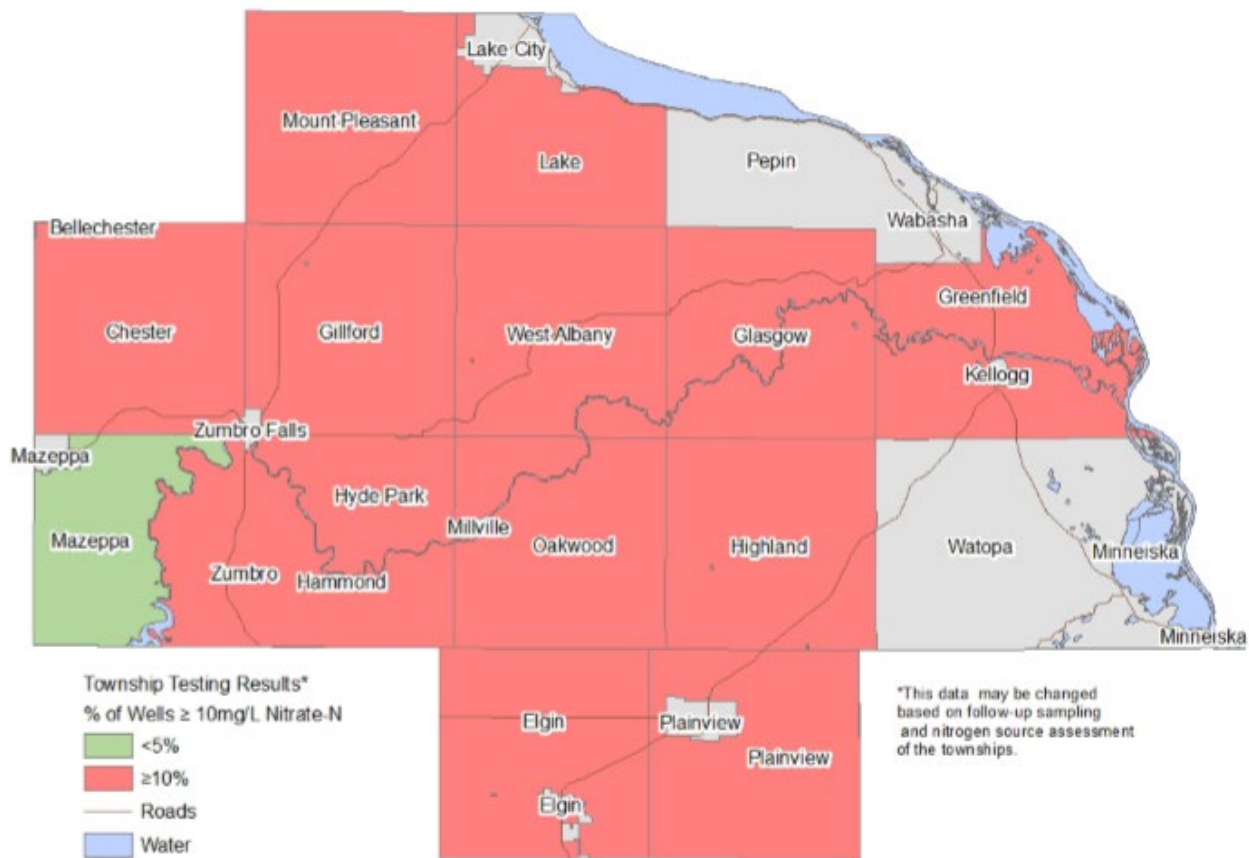
1. The Contractor agrees to furnish services on behalf of the WJPB during the period commencing June 1, 2020 and terminating December 31, ~~2022 2023~~ 2024, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The Contractor is not an employee of the WJPB and may be terminated for any time, with or without cause.
2. The Contractor shall be reimbursed for services detailed in the Grant Workplan. The cost of this agreement shall not exceed \$28,500 (collectively among the Contractor and ~~each of its partner Soil and Water Conservation Districts (SWCDs) for the Project (Olmsted and Winona)~~ Wabasha County Soil and Water Conservation District during the period of the contract. Initially, up to \$5,000 is available to each partner SWCD; the remaining ~~\$13,500~~

\$18,500 is available to the partners, on a first come-first served basis in providing technical assistance to landowners.

3. The Contractor will have technical approval authority for the cover crop incentive payments. The Contractor will work cooperatively with ~~Olmsted SWCD~~ and Winona County SWCD in providing assistance to landowners as described in the Grant Workplan attached to the grant agreement.
4. Cover crop incentives payments available to individual landowners will include ~~\$30~~ \$40 for single species and \$50 for multi-species mix per acre, up to ~~30~~ 50 acres ~~and up to three years for up to two consecutive One-Year cover crop contracts (during 2023 and 2024).~~
(The grant will provide ~~a cover crop~~ an additional \$10 per acre payment of ~~\$45 per acre~~ if the acres are within a high priority Drinking Water Supply Management Area, as described in the Workplan.) Contractor shall not recommend payments in excess of such limits.
5. The project has up to ~~\$94,500~~ \$45,000 available for cover crop incentives for the duration of the agreement. Contractor shall not recommend payments that would exceed this amount.
6. The Contractor writes and holds the cost share contracts with landowners for the WJPB. Once the Contractor certifies adequate cover crop establishment for incentive payments for landowners within Wabasha County, the WJPB will approve and make payments to the landowner at its next Board meeting.

The Whitewater Watershed portions of Elgin and Plainview Townships were identified as having a high number of private wells with nitrate levels above the drinking water standard. These areas are cover crop focus areas for the project.

Figure: Wabasha County Initial Well Dataset Map, 2017.



Signature _____
 Josh Elsing
 Chairman, Whitewater JPB

Date _____

Signature _____
 Lynn Zabel
 Chairman, Wabasha County Soil and Water Conservation District

Date _____

MASWCD AREA 7 MEETING
9:00 A.M. Day, June 27 , 2023
American Legion, 1100 2nd Ave. NW, Stewartville, MN

MASWCD Mission Statement

MASWCD is a nonprofit organization providing leadership, educational opportunities, and a common voice for Minnesota's soil and water conservation districts.

AGENDA

09:00 **Registration** – an opportunity to network with SWCDs and partners

09:30 **Call to Order and Pledge of Allegiance – Randy Smith, MASWCD Area Director**

- Welcome: Area Director
- Roll Call
- Introduction of Area Member District Resolutions (Read Only: action on resolutions will take place later in the agenda)

10:00-10:30 **The Future of SWCD Conservation Delivery and State Investments for SWCD Essential Services: Assistant Director Sheila Vanney**

- SWCD Aid & District Essential Services: An overview of the SWCD Aid and implications for district essential services will be provided. The SWCD Aid is a standing, statutory, general fund appropriation through the Department of Revenue to SWCDs.

10:30-11:00 **State Investments for SWCD General Fund and Clean Water Fund Programs: BWSR Assistant Director (or Regional Manager)**

- An overview of the FY2024-25 State appropriations for implementation of practices and strategies identified in comprehensive watershed management plans will be provided. MASWCD Resolution #E-2 2022
- SWCD Erosion Control and Water Management Program (cost-share) policy changes will be highlighted. The aim of the policy changes is to provide SWCDs with greater program flexibility. MASWCD Resolution #7-2022.

11:00-11:30 **SWCD Leadership Roundtable: Member small group discussion for enhancing district strategies for hiring and retaining resource professionals including accelerating and honing specialized technical assistance.**

- What's vital for our SWCD to achieve outcomes identified in our comprehensive workplans?
- How might I, as a leader, continue to direct energy and resources to fulfill the future vision for our SWCD?
- Does our SWCD have similar needs as our peers in the areas of technical assistance, resource management and delivery? What are the opportunities and obstacles for enhancing and leveraging capacity to deliver specialized technical assistance and accelerate project implementation?

1130-12:00 **Area Member District Resolution Deliberations**

12:00-12:45 **LUNCH**

12:45-1:15 **Federal Investments for NRCS Farm Bill Conservation Programs: Troy Daniel/Rick Bersheid NRCS**

The Inflation Reduction Act (IRA) provides an additional \$19.5 billion, nationally, over five years to support USDA's conservation programs that yield climate change mitigation benefits. An overview of the eligible climate practices and implications for Minnesota's NRCS and conservation delivery will be provided.

1:15-3:00 **Performance Review and Assessment Plan (PRAP) Discussion Topics- Houston Engineering**

- What roles we have to play in the process
- How we are doing business and workload in SE now and into the future
- Capacity of SE SWCDs
- Shared services, etc.

3:00 **Adjourn**

Statement of Work

I. Purpose

The purpose of this agreement is to accelerate delivery of Farm Bill programs and enhance conservation delivery through a partnership with the Wabasha Soil and Water Conservation District (Wabasha SWCD). The Natural Resources Conservation Service (NRCS) and Wabasha SWCD (Partner) (together, Parties) have a mutual interest in delivering timely and effective assistance to customers participating in USDA programs and addressing natural resource concerns.

This agreement supplements the Memorandum of Agreement between the Parties Number N2720MOU0010991 and documents areas of common interest and clarifies the roles of federal, state, and local partners in providing conservation leadership and technical and financial assistance to customers in order to help them conserve and enhance natural resources through a voluntary cooperative approach. The agreement will specify the transfer of resources between NRCS and the Partner to accomplish delivery of NRCS programs and mutual conservation priorities.

II. Objectives

The Parties will jointly address opportunities, concerns, and problems related to the use of natural resources that help keep land healthy. Benefits of these activities include sustained and improved agricultural productivity; cleaner, safer, and more dependable water supplies; clean air; abundant wildlife; enhanced recreational opportunities; tranquil and scenic landscapes; reduced damages caused by flood, fires, and other natural disasters; and an enhanced natural resource base to support continued economic development and strengthen quality of life.

III. Budget Narrative

The Parties intend to share resources as identified in the “Resources Required” section of this agreement. Because the level of support offered by each party may vary from year to year, at the beginning of each fiscal year the Parties must cooperate to plan and document the specific resources allocated for that year’s performance using the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report.

IV. Responsibilities of the Parties

A. NRCS will:

1. In accordance with Section VI below, provide access to NRCS vehicles, equipment, technology, and technical tools to the maximum extent possible to facilitate mission delivery and enable mutually beneficial program outcomes.
2. In accordance with Section VI below, provide access to shared office spaces, where parties can better collaborate to achieve mutually beneficial outcomes and provide improved access and services to customers within the local community.
3. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the United States. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of Partner or any member of Partner. They also shall not assist the Partner or any member of the Partner with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with Partner, or any

member of Partner, concerning future employment and shall refrain from participation in work regarding the Partner until approved by the Agency.

B. Partner will:

1. In accordance with Section VI below, provide access to shared office spaces on an intermittent, non-exclusive basis, where the parties can better collaborate to achieve mutually beneficial outcomes and provide improved access and services to customers within the local community.
2. Utilize and report vehicle usage in accordance with Section VI, below.
3. Provide an annual report of activities and accomplishments to Rick Berscheid, Assistant State Conservationist-Field Operations, NRCS, SE Area Office, Faribault, MN 55021-1843 by the end of each fiscal year.
4. By entering into this agreement, the undersigned attests that the Partner:
 - a. Has not been convicted of a felony criminal violation under Federal or State law in the past 24 months preceding the date of signature, nor has any officer or agent of the Partner been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of signature.
 - b. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
5. Ensure that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies. In addition, Partner agrees to comply with FPAC and NRCS requirements related to access to Government owned or controlled information systems as may be amended from time to time and communicated to the Partner.

V. Expected Accomplishments and Deliverables

See the attached Memorandum of Agreement (MOA) Number N2720MOU0010991, which documents the mutually agreed-to responsibilities of the parties and is incorporated herein.

VI. Resources Required

NRCS and the Partner may share resources such as office space, vehicles, equipment, and supplies to carry out program activities. For details see the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report. All resources provided by NRCS are subject to availability of funds. In the event of a lapse in appropriations and Government shutdown, the Partner will not be permitted to use NRCS resources.

A. Vehicles

NRCS vehicles may be utilized for official business only as it relates to the work specified in this agreement and attachments, if available and needed.

1. Partner may request use of a government vehicle (GOV) in order to facilitate delivery of conservation technical assistance to landowners in support of the NRCS mission. Use of the vehicle will significantly increase the efficiency of the delivery of conservation programs.

2. Vehicle operators may only use GOVs for NRCS official business specified under this agreement. Operators must avoid, when possible, any situation that may convey an impression to the public that the vehicle operator is using the assigned vehicle for an unofficial purpose.
3. Vehicle operators must immediately report any safety or mechanical deficiencies to local NRCS representative and must not operate the vehicle with known mechanical problems or safety deficiencies. NRCS is responsible for correcting deficiencies.
4. The NRCS will share a GOV with the Partner for official NRCS business. GOVs shall not be used to support any revenue-generating activity for the Partner.
5. The Partner will obtain prior written approval from NRCS for using vehicles at irregular hours or under circumstances in which using motor vehicles may create an unfavorable public reaction (for example, during Federal holiday or after business hours).
6. NRCS will bear the cost of maintenance of vehicles used by the Partner. Except in the case of an accident caused by a Partner driver (see vehicle accident provisions below), the NRCS will make repairs as necessary for safety and as needed to keep vehicle in safe operating condition.
7. NRCS will ensure placement of Federal Motor Vehicle Registration System (FMVRS) registration card in every GOV, which serves as the registration and proof of insurance documentation to be provided to law enforcement.
8. The NRCS technical contact for the agreement will work closely with the Partner in fulfilling the terms and conditions of this attachment at the local level.
9. Home-to-work transportation by Partner employees is prohibited.
10. The Partner will ensure that each vehicle operator has a valid state driver's license and instruct operators to carry a valid state driver's license while operating a GOV.
11. The Partner will ensure vehicle operators use all safety devices and follow appropriate motor vehicle manufacturer safety guidelines when operating GOVs. Seat belts must be used when operating or riding in a GOVs.
12. The Partner will ban all vehicle operators from text messaging and using tobacco (smoke and smokeless) while using GOVs.
13. The Partner will utilize the NRCS-provided fleet card to pay for all fuel and repairs, with the exception of accident repairs for which the Partner is paying an auto repair facility directly (see accident provisions below). The Partner must comply with all NRCS fleet card policies, to include but not limited to the use of unique driver PINs, receipt retention requirements, fleet card training requirements, and prohibitions against using the card for unofficial purposes. Partner drivers must safeguard the fleet card at all times to prevent it from potential unauthorized use.
14. The Partner will immediately report all vehicle accidents and traffic violations to NRCS and complete all required documents to report accidents. The Partner will reimburse NRCS or pay an auto repair Company directly for any and all repairs to the GOV as a result of an accident caused by the Partner operator and pay all traffic violation citations.
15. The Partner will assume responsibility for claims arising from accidents caused by Partner Drivers. The Partner will be responsible for receiving, processing, and paying tort claims that are submitted due to an accident caused by a Partner driver.

16. The Partner will notify the NRCS immediately of any loss, theft, or damage to a GOV, GOV license plates, or fleet cards.
17. It is prohibited for individuals other than federal employees or Partner employees performing official NRCS business under this agreement to ride as passengers in GOVs. Any other passengers must be approved through the passenger approval process described in NRCS vehicle policy.
18. The technical contact for the Partner will work with NRCS with fulfilling the terms and conditions of this attachment at the local level.
19. The use of GOVs may be suspended or revoked by NRCS, if it determines that corrective action is needed to meet the provisions of this attachment.
20. The furnishing of vehicles is contingent upon the availability of vehicles and appropriations.
21. The vehicle use policies outlined in this agreement do not contain all Federal, Departmental, and NRCS policies regarding the use of motor vehicles. This document is not intended to provide complete details, and the NRCS and the Partner must abide by all other appropriate policies governing GOV use.

B. Office Space

1. Shared work and office spaces are needed to more effectively carry out program activities and provide quality service to our mutual customers.
2. NRCS and Wabasha County SWCD are comingled and share the same suite. Wabasha County SWCD pays the landlord directly for the space they use and NRCS pays the landlord for the space under separate lease agreements.

C. Equipment and Technology

1. NRCS will provide the Partner access to USDA computers, software, and the technical information needed to perform the work outlined in this agreement.
2. NRCS will provide access to technologies and applications to ensure consistent technical standards and documentation.

VII. Milestones

On a yearly basis the Parties shall jointly complete the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report.

VIII. Special Provisions

- A. This agreement may be extended or amended upon written request of either NRCS or the Partner and the subsequent written concurrence of the other. Either the NRCS or the Partner may terminate this agreement with a 60-day written notice to the other.
- B. The Partner assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.
- C. Employees of the Partner shall remain its employees while carrying out their duties under this agreement and will not be considered Federal employees or agents of the United States for any purposes

under this agreement.

- D. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.
- E. Each party assumes responsibility for the actions of its own officials and employees acting within the scope of their employment to the extent provided by Federal, tribal, state, or local laws, including liability for injury to persons or damage to property resulting from the conduct of its own operations. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
- F. Privacy Act and Prohibition Against Certain Internal Confidentiality Agreements
 - 1. Activities performed under this agreement may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
 - 2. The Partner's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The Partner's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
 - 3. The Partner agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"
 - a. You may not require your employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - b. You must notify your employees or contractors that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this agreement provision are no longer in effect.
 - c. The prohibition in paragraph (1) of this agreement provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - d. If NRCS determines that you are not in compliance with this agreement provision, NRCS:
 - i. Will prohibit your use of funds under this agreement, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;
 - ii. May pursue other remedies available for your material failure to comply with agreement terms and conditions.

G. Acknowledgment of Section 1619 Compliance

The Partner agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

1. Responsibilities.

- a. Signature on this agreement indicates acknowledgment and understanding that the Partner is legally bound by Federal statute to comply with the provisions of Section 1619 and that the Partner will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this agreement. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The Partner will be held responsible should disclosure of the protected information occur.
- b. Acceptance of this agreement legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the Partner to comply with the provisions in Section 1619. The Partner must consult with NRCS prior to providing protected information to an entity or individual outside of the Partner and as necessary to implement the program to ensure that such release is permissible.
- c. The Partner will use the protected information only to perform work that is directly connected to this agreement. Use of the protected information to perform work that is not directly connected to this agreement is expressly prohibited.
- d. The Partner must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this agreement.
- e. The provisions in Section 1619 are continuing obligations. Even when the Partner is no longer a Partner, or when individuals currently affiliated with the Partner become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.
- f. The Partner must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.
- g. When the Partner is unsure whether particular information is covered or protected by Section 1619, the Partner must consult with NRCS to determine whether the information must be withheld.
- h. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this agreement. Upon the agreement end date, any protected information provided under this agreement must be immediately destroyed or returned to NRCS. The Partner must provide to NRCS written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.
- i. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

2. Protected Information.

- a. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:
 - i. State identification and county number (where reported and where located).
 - ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
 - iii. Farm, tract, field, and contract numbers.
 - iv. Production shares and share of acres for each Farm Serial Number (FSN) field.
 - v. Acreage information, including crop codes.
 - vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
 - vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
 - viii. Location of conservation practices.
- b. Section 1619 allows disclosure of “payment information (including payment information and the names and addresses of Partners of payments) under any Department program *that is otherwise authorized by law*” (emphasis added). The names and payment information of producers generally may be provided to the public; however, the Partner shall consult with NRCS if there is any uncertainty as to the provision of such information.
- c. Section 1619 also allows disclosure of otherwise protected information if “the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite.” The Partner must consult with NRCS as to whether specific information falls within this exception prior to relying on this exception.
3. Violations. The Partner will be held responsible for violations of this provision and Section 1619. A violation of this provision by the Partner may result in action by NRCS, including termination of the underlying Federal agreement.
4. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until NRCS notifies the Partner that it is no longer required based on changes in applicable Federal law.

H. Records

1. Comply with state and federal legal requirements and limitations for access and use of relevant records. Confidential and personal information is for official use only and under no circumstances will it be used for personal gain. Adequate safeguards will be in place to protect confidential and personal information and appropriate training will be conducted to ensure all staff members and Board supervisors are advised of record policies and procedures and that NRCS records and District records are to be maintained in separate file cabinets at all times.
2. The Partner Records are subject to the MN Data Practices Act – Open Records Law.
3. Any Board member or Partner personnel with access to USDA facilities and computer systems shall be subject to the security background checks as required by USDA. Any cost associated with NRCS required background checks of Board members or Partner personnel will be paid by the NRCS.
4. In the event of a lapse in appropriations and government shutdown, the Partner will not be permitted access to any NRCS records.

I. Technical Standards

Partner personnel must use the NRCS Field Office Technical Guide (FOTG) and/or other science-based technical standards if assisting with NRCS programs or activities.

J. Training

1. The Parties will provide appropriate leadership in administrative and technical training as determined by program needs and required by USDA, NRCS and Partner policy.
2. Training also includes the orientation of all employees and officials in organizational philosophies, programs, authorities, roles and responsibilities of the parties.
3. As applicable and as resources allow, training sponsored by either Party can be made available to each Party's personnel without cost to the other party, including timely notice to the other of any impending training opportunities.

K. Civil Rights

All activities and programs conducted under this Agreement shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. Also, they will be in accordance with regulations of the Secretary of Agriculture (7 CFR Part 15, subpart A), which provide that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving Federal financial assistance from the Department of Agriculture or any Agency thereof.

Unfunded Cooperative Agreement Face Sheet

Agreement Number		Amendment No.	Period of Performance	DUNS:
				EIN:
Natural Resources Conservation Service (NRCS) (Name and Address)			Partner Organization (Name and Address)	
NRCS Program Contact		FPAC - BC Administrative Contact:	Partner Program Contact:	Partner Administrative Contact:
CFDA Number	Authority		Type of Action	Instrument type
10.902	16 U.S.C. 590 a-f			Unfunded Cooperative Agreement
Location:				
Details: A complete agreement includes this Face Sheet, Continuation Face Sheet(s)(if applicable), the Statement of Work, and the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report, attached hereto and incorporated herein.				
This agreement is subject to applicable USDA NRCS statutory provisions and regulations. In accepting this agreement or amendment, the undersigned represents that he or she is duly authorized to act on behalf of the Partner organization and agrees to comply with agreement terms and conditions, including all attachments.				
Name and Title of Authorized Agency Representative			Signature	Date
Name and Title of Authorized Partner Representative			Signature	Date

NONDISCRIMINATION STATEMENT - The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider, employer, and lender.

PRIVACY ACT STATEMENT - The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report

Agreement Number		Partner Name	Wabasha SWCD
Period of report	1/01/2022 - 12/31/022	Date	

Service	Quantity	Provided by	
		NRCS	Partner
Space Provided	Square Footage Currently none	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Usage	Mileage None	<input type="checkbox"/>	<input type="checkbox"/>
Equipment usage	Details Four (4) CCE Computer seats; Four (4) telephone lines(15,400) One (1) landline (250)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Personnel	Hours provided and position title Two (2) District Conservation Technicians assist with Planning and engineering Projects District Technician 220 hours (11,000) District Admin 100 hours (5,000)	<input type="checkbox"/>	<input checked="" type="checkbox"/>



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

Report from May 11 WAGZ meeting

1 message

Dag Knudsen <dag@dagknudsen.com>

Wed, May 24, 2023 at 12:30 PM

To: Terri Peters <terri.peters@mn.nacdnet.net>, Lynn Zabel <lynn.zabel.wabashaswcd@gmail.com>, Sharleen & Frank Klennert <sharliek@hughes.net>, Seth Tentis <sethtentis@gmail.com>, chet ross <crossmule9@gmail.com>

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

TO: Supervisors of Wabasha Soil and Water Conservation District
c. Terri Peters, Susan Cerwinske
Submitted in writing because I cannot attend this week's meeting in person.

Subject: Watershed Alliance for the Greater Zumbro (WAGZ) policy committee meeting held at People's Energy Cooperative, Oronoco, MN on May 11, 2023 from 9:00am to 11:00am.

Request to WSWCD to appoint a backup rep for me, a person who can attend the August 10th Meeting since I cannot be there.

Agenda item 1: Policy Committee Action

Jeff Broberg representing Minnesota Well Owners Organization (MNWOO) (<https://mnwoo.org>) presented the "Petition to EPA to use emergency authority to address the drinking water crisis in southeastern Minnesota" which was submitted to the USEPA from a coalition of ten NGOs led by Minnesota Center for Environmental Advocacy (mncenter.org). Story at <https://www.startribune.com/nitrate-flint-michigan-epa-emergency-safe-drinking-water-act-farms-environment-winona-county-utica/600269723/>

Jeff requested opportunity to come back with updates as they take place.

I have included a summary page of the petition.

Agenda item 2: Policy Committee Discussion and Decision

The current two year financial budget was presented: spent \$343,378.18 of the \$? (Terri?) budget.
Members present asked for more details in future reports.

Jen Wahls, representing the SE Landscape Committee, presented the purposes behind the RIM forestry SE MN program: to retire marginal ag. land and "get rid of the hard edge between the forest and ag land in order to facilitate wildlife.

Watershed implantation budget operates on a two year cycle. Statewide \$79,000,000 is allocated for the 2024-2025 biennium. Of this WAGZ is expected to receive \$1.2 million.

The engagement/outreach program for March 15 to May 15, 2023 is deemed successful, consisting of advertising produced by Townsquare Media under contract to WAGZ. Success based on the number of hits and inquiries.

WAGZ partners presented Project Showcases
Terri Peters presented A Wabasha Feedlot project.
Goodhue SWCD presented a Red Wing Urban Stormwater project
Olmsted SWCD presented a Groundwater Protection program.
Olmsted SWCD presented The South Zumbro Joint Powers Board.

The WAGZ website provides an overview: https://www.olmstedcounty.gov/sites/default/files/2021-11/GreaterZumbro_1W1PSummaryDoc_FINAL110221.pdf

The plan details are found at: https://www.olmstedcounty.gov/sites/default/files/2021-12/Zumbro_CWMP_Final_11242021.pdf

Next Meeting: August 10, 2023. I cannot attend so WSWCD needs to appoint a backup person for me.

Dag Knudsen
P.O. Box 180

400 ft well
17ppm
breakfast #10/day
NOT AN ENVIRONMENTAL ISSUE
A HEALTH - & -
= changes the paradigm - finally

FAQ: Petition to EPA to use emergency authority to address the drinking water crisis in southeastern Minnesota

Last updated: May 9, 2023

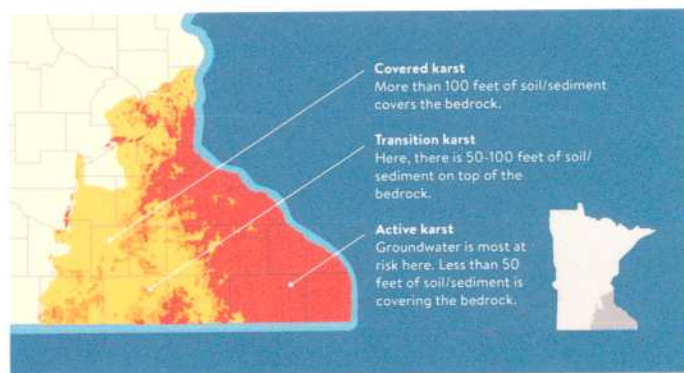
PFAS
Nitrate

look at Petition to USEPA

MCEA, the Minnesota Well Owners' Organization, Environmental Working Group, and eight other groups petitioned the Environmental Protection Agency to help fix the ongoing problem of nitrate contamination in the drinking water in southeastern Minnesota.

What is the problem you're trying to address?

We need to fix the persistent contamination of drinking water in the Minnesota karst region. Nitrate levels in this area routinely exceed federal and state drinking water standards, putting the health of approximately 380,000 area residents at serious risk. Nitrate-contaminated drinking water can lead to all sorts of health problems, especially for infants and children.



Source: MPCA, based on a map created by E. Calvin Alexander Jr., Yongli Gao, and Jeff Green.

What caused this problem?

The main sources of nitrate contamination are industrial agricultural and concentrated animal feeding operations (CAFOs). These industrial agricultural land use practices haven't been effectively regulated by state and local government authorities, and local residents have paid the price. We want the EPA to step in and help. The Safe Drinking Water Act gives EPA the authority to help when people's health is at risk and the problem is not being effectively addressed by the state and local regulators.

What types of action do you want the EPA to take?

We're asking the EPA to figure out where, exactly, the nitrate is coming from. We know it's from land use practices, but no one is taking responsibility for fixing it. We're asking EPA to, at a minimum:

- Require the polluters to provide a free and safe alternative source of drinking water for impacted communities;
- Prohibit new CAFOs and existing CAFOs from expanding until nitrate concentrations in contaminated wells reach safe levels;
- Provide public notice of potential contamination events, such as manure land applications;
- Identify public water systems, private wells, or groundwater monitoring wells near potentially contaminated areas; and
- Cleanup contaminated soils endangering underground sources of drinking water.

Is there anything state agencies and local governments can do to address this problem?

Yes. We would like to see state and local government officials:

- Use conservative animal unit caps to limit the growth of feedlot operations;
- Encourage widespread adoption of best management practices like cover crops AND ensure compliance with water quality certification programs;
- Establish grant programs to increase manure storage capacity for small and mid-size feedlots;
- Create a more protective feedlot permit for the geologically sensitive karst region; and
- Extend the Groundwater Protection Rule to the township scale.

Jeff Broberg



Distributed and produced by the Minnesota Center for Environmental Advocacy
Contact: Carly Griffith, MCEA Water Program Director, cgriffith@mncenter.org

New! "Underground Drinking Water"