

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
September 28, 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. Brian Roles AgBMP Loan Application in the amount of \$70,000.00 for a Case IH Vertical Tillage Machine. This will help with water quality by reducing erosion and surface water quality will improve with less runoff by leaving more residue on the surface.
- B. Tony Johnson voucher payment for Contract# 22-SDWGPh2-2 in the amount of \$1,320.00 for Reverse Osmosis Water Treatment System.
(Funding source FY22-23 Safe Drinking Water Phase 2)
- C. Linda and Steven Funk Contract# 2023WAGZ-WC-05 in the amount of \$1,195.00 for practice 351 Well Decommissioning
(Funding source Watershed Alliance for the Greater Zumbro)
- D. FY2024 & FY2025 State of Minnesota BWSR SWCD Programs & Operations Grant Agreements:
 - Grant ID: P24-0211 2024 Conservation Delivery (Wabasha SWCD) \$19,619.00
 - Grant ID: P24-0301 2024 Conservation Contract (Wabasha SWCD) \$18,190.00
 - Grant ID: P25-0082 2025 Conservation Delivery (Wabasha SWCD) \$19,619.00
 - Grant ID: P25-0172 2025 Conservation Contracts (Wabasha SWCD) \$18,190.00
- E. FY2024 State of Minnesota BWSR Buffer Implementation Grants Program Grant Agreement:
 - Grant ID: P24-0121 2024 Buffer Law (Wabasha SWCD) \$20,000.00
- F. Sheri Sexton Voucher payment for Contract# 20-Capacity-9 in the amount of \$2,500.00 for practice 384 Woody Residue Treatment
(Funding source FY20 Capacity)
- G. Eric Klein Contract# 20-WWDWP-3 in the amount of \$1,032.00 for practice 340 Cover Crops
(Funding Source Whitewater Drinking Water Protection Grant)

- H. Eric Klein Contract# 20-WWDWP-4 in the amount of \$348.00 for practice 340 Cover Crops
(Funding source Whitewater Drinking Water Protection Grant)

VI. SECRETARY'S REPORT

- A. August 24, 2023 Meeting Minutes – **Board Action**

VII. TREASURER'S REPORT – Board Action

- A. August District Financial Statements

VIII. PAYMENT OF MONTHLY BILLS

- A. Monthly Bills in the amount of **\$40,697.91 - 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. Conservation Planning and Outreach Technician Report– Jenna Rasmusson (in the packet)
- G. Natural Resources Technician Report– Katelyn Abts (in the packet)
- H. Bookkeeper/Administrative Assistant Report -Sue Cerwinske (In packet)
- I. BWSR Report –
- J. Other agencies –

X. OLD BUSINESS

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

XI. NEW BUSINESS

- A. Smith Schafer Engagement Letter for December 31, 2022 Audit – **Board Action/Signature**
- B. Board Members Conflict of Interest Letters – **Board Action -Each/Answer Questions and Sign and return to Sue**
- C. Approval for staff to attend BWSR Academy from 10/24 -10/26/2023 – **Board Action**
(Registration Cost is \$75.00/day per person, plus lodging costs at the rate of \$113.75/day per person (3 days - \$225.00 + \$341.25 = \$566.25/per person + traveling meals/gas. Registration closes Oct. 2, 2023, payment due by Oct. 11, 2023 by check)
- D. Discuss Meeting Date changes for the rest of the year:
Thurs. Oct 26 Okay - Terri and Sue will be here
Thurs. Nov 16 (23rd is Thanksgiving)
Thurs. Dec. 28 (Monday Dec. 25 Christmas)
- E. MASWCD 2023 Resolutions Packet
- F. Approve request for Terri to docu-sign BWSR Grants as they come in and bring to the board after on the Consent Agenda – **Board Action**
- G. Accept Fiscal Agent responsibilities for DNR and National Turkey Federation Funds coming for Local Forestry. Forestry Team Coordinator \$100,000.00, Admin for SWCD \$5,000.00 and \$5000.00 from Turkey Federation for Forestry. – **Board Action**

H. Upcoming Events:

- i. Field Day October 11, 2023 from 12:00 pm to 3:30 pm at White Barn Acres Farm. 19100 641st St. Kellogg, MN. Carbon Markets, Kernza and Water Quality field day.
- ii. 2023 BWSR Academy- Training Event. October 24-26, 2023 at Cragun's Conference Center Brainerd.

XII. Board Reports

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

XIII. Adjourn – Board Action



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

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

AgBMP LOAN APPLICATION

County: **Wabasha**

(Required for all applications) (One) First Name: **Brian** (One) Last Name: **Roles**

(optional) Company:

Street Address: **34914 300th ave**

City: **Lake City** State: **MN** Zip: **55041**

Telephone: **(651) 380-6653**

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

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

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

Case IH Vertical tillage machine, this will help with water quality by reducing erosion and surface water quality will improve with less runoff by leaving more residue on the surface

Well Eligibility

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

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

PLS

Township #: **111**

Range: **13**

Section: **6**

Latitude: Longitude:

Pin or Parcel #:

LOCAL GOVERNMENT APPROVAL

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

Approved Loan Amount	\$
Estimated Total Project Cost (all sources)	\$ 70,000.00
Animal Units (Feedlot improvements or manure handling equipment for facilities > 1000 AU that are not in the Mississippi watershed are ineligible)	Beginning: 90 Ending: 90
Primary Livestock	<input type="checkbox"/> Dairy <input checked="" type="checkbox"/> Beef <input type="checkbox"/> Swine <input type="checkbox"/> Other:
Primary Crops: Corn <input type="checkbox"/> Soybeans <input type="checkbox"/>	Conservation Tillage Acres AFTER Project: 900 Total Acres Farmed: 1,200
Approval Expiration and Other Restrictions	12/15/2023

Project Approved by: **TERRI PETERS (Affiliate)** Digitally signed by TERRI PETERS (Affiliate)
Date: 2023.09.19 16:46:37 -05'00'

Project Completion Certified by (OPTIONAL): Date:

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

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

LENDER INFORMATION & LOAN TERMS

AgBMP Loan Request	\$	Check if Local Revolving Funds are used: <input type="checkbox"/>
(Optional) Additional Request #	\$	Initials: Date:
Number of payments per year:		
Total Number of Payments:		
Interest rate (if other 3%):	%	(Optional) Balloon Payment Date
Lender Organization Name	Foresight Bank	
Lender Address		
Lender Signature:	Date:	

Attach copies of the invoices provided by the borrower that support the request for disbursement.
Please Email fillable PDF and Attachments to: AgBMP.Loans@state.mn.us

07/03/2018

PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: Tony Johnson

Contract No.: 22-DWP2-2

Address: 66517 155th Street

City, State, Zip: Wabasha, MN 55981

Total Amount

Authorized: \$2,500.00

Estimated

Project Cost: \$0.00 % Approved: 80% (state) 80% (state & non-state)

(from approved contract or amended contract, does NOT include Pre- Con. Cover)

Item	Quantity	Unit	Unit Price	Cost
50 Gallon Reverse Osmosis	1.000	1	\$1,200.00	\$1,200.00
Arsenic Filter	1.000	1	\$450.00	\$450.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
PROJECT COST:				\$1,650.00

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final):

Final

B. Total cost of practice to date:

\$1,650.00

C. Eligible amount (total cost x % approved + P.C.C.):

\$1,320.00 (State Funds)

D. Total other state payment amount:

\$0.00

E. Total non-state payment amount:

\$0.00

F. Total previous partial payments:

\$0.00

G. Pre-Construction Cover payment amount:

\$0.00

H. Maximum payment amount

\$1,320.00

Pre-Con. Cover Ac.	Rate/Ac.

Amount Approved for This Voucher:

\$1,320.00

(cannot exceed Total Amount Authorized)

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

Tony L. Johnson

9-13-2023

Payee Signature

Date

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

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

Kathleen A. Johnson

Technical Assistance Provider

Susan Cervi

Administrative Sign-off

9/20/2023

Date

9/20/2023

Date



MINNESOTA VALLEY TESTING LABORATORIES, INC.

1126 N. Front St. ~ New Ulm, MN 56073 ~ 800-782-3557 ~ Fax 507-359-2890

2616 E. Broadway Ave. ~ Bismarck, ND 58501 ~ 800-279-6885 ~ Fax 701-258-9724

1201 Lincoln Highway ~ Nevada, IA 50201 ~ 800-362-0855 ~ Fax 515-382-3885

www.mvttl.com

MEMBER
ACIL

Report Date: 27 Jul 2022

Lab Number: 22-A36269

Work Order #: 202212-12776

Account #: 018232

LAURI CLEMENTS

SOUTHEASTERN MN WATER ANALYSIS LAB.

2100 CAMPUS DR SE

ROCHESTER MN 55904

Date Received: 18 Jul 2022

Time Received: 10:11

Date Sampled: 11 Jul 2022

Time Sampled: 7:00

Project Number: 34279

Temperature at Receipt: 27.2C

Sample Description: TONY AND HEIDI JOHNSON 66517 155TH AVE
WABASHA, MN 55981

Analyte	Results	MCL	RAL	Method	Analyzed	Analyst
Arsenic	0.94 ug/L	10.0	NA	200.8	7/20/22 11:33	KAM
Manganese	0.039 mg/L	NA	0.050	200.7	7/26/22 9:30	TMM

MCL is defined as the Maximum Contaminant Level allowed by the Safe Drinking Water Act. RAL is the Recommended Allowable Limit. For further information, contact your state or local health department or call the EPA Safe Drinking Water Hotline 1-800-426-4791.

Approved by:

Dan O'Connell

David Smahel

Chemistry Laboratory Managers New Ulm, MN

Analyses performed under our Minnesota Department of Health Accreditation conform to the current TNI standards.

The reporting limit was elevated for any analyte requiring a dilution as coded below:

@ = Due to sample matrix

= Due to concentration of other analytes

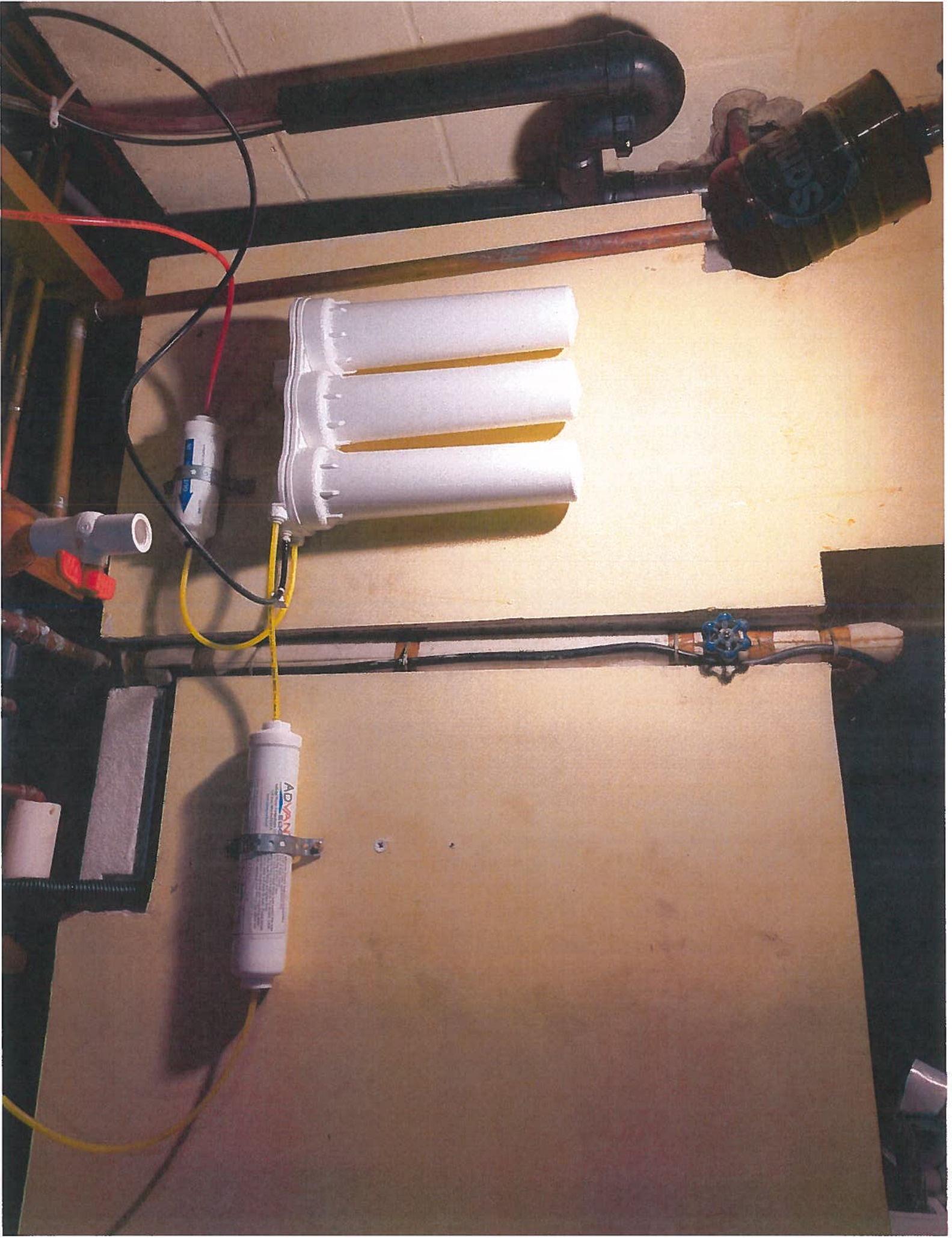
! = Due to sample quantity

+ = Due to internal standard response

CERTIFICATION: MN LAB # 027-015-125 ND WW/DW # R-040

MVTL guarantees the accuracy of the analysis done on the sample submitted for testing. It is not possible for MVTL to guarantee that a test result obtained on a particular sample will be the same on any other sample unless all conditions affecting the sample are the same, including sampling by MVTL. As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.

AN EQUAL OPPORTUNITY EMPLOYER



STATE OF MINNESOTA

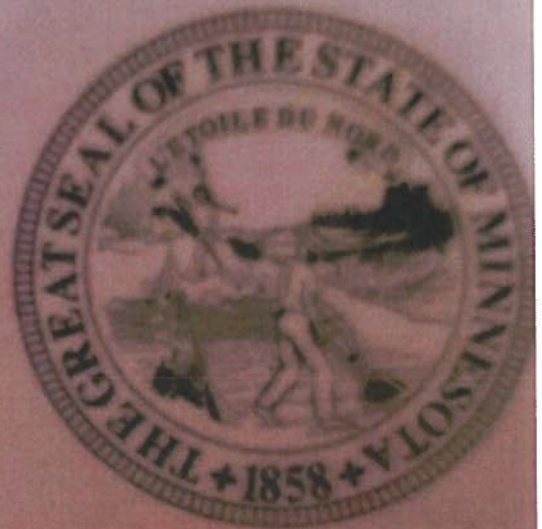
ITION JOURNEYWORKER

WJ057915

ate 12/31/2023

e 01/01/2022

e Date 02/08/1990



S V SANFORD

5 340TH ST

CITY, MN 55041

Sanford Water Care
814 N. Garden St
Lake City, MN 55041
651-764-3629

Tony Johnson

66517 155th Ave
Wabasha, MN 55981

50 Gallon Reverse Osmosis- \$1200
Serial #: PLT00622006
Model TFC -400

Arsenic Filter-	\$450
Total-	\$1650

Installed by Louie Sanford
License #: WJ057915

Sanford Water Care

Tony Johnson
66517 155th Ave
Wabasha, MN 55981

1- 50 gal
reverse osmosis = \$1200⁰⁰
1- Arsenic Filter = \$ 450⁰⁰

Total = \$1650⁰⁰

email: pwdirector@wabasha.org

Installed @ 66517 155th AVE ON 9-2-23. Consists
OF 3 FILTER RO UNIT WITH ARSENIC FILTER.
System works GREAT.

Tony J. Johnson

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 2023WAGZ-WC- 05	Other state or non-state funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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* If contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name Linda Funk and Steven Funk	Address 58056 County Road 86	City/State Plainview, MN	Zip code 55964
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* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Conservation Practice Location

Township Name: Highland	Township No: 109N	Range No.: 11W	Section No. 20	1/4,1/4 SW1/4 SE 1/4
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Contract Information

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

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 20 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:

351 Well Decommissioning

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by , this contract will be automatically terminated on that date: 11/30/2023
7. Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier's signature indicates agreement to:

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

Date 9/19/23	Land Occupier Linda Funk
Date 9/19/23	Land Occupier Linda Funk
Address, if different from applicant information:	

Conservation Practice

The primary practice for which cost-share is requested is 351 Well Decommissioning

Eligible Component Standard & Name 351 Well Decommissioning	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate \$2,390.00
	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 9-19-23	Technical Assistance Provider Cost estimate provided by licensed well contractor, see attached.
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Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: 50% up to \$2,000

Amount	Program Name	Fiscal Year
\$1,195.00	Watershed Alliance for the Greater Zumbro	2023

Date 9-19-23	Authorized Signature Linda Funk (per resolution)	Total Amount Authorized \$1,195.00
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DC Well Drilling

21705 Ravenna Trail
Welch Mn, MN 55089 US
(651) 437-5040
info@dcwelldrilling.com
http://dcwelldrilling.com



Estimate

ADDRESS

Linda & Steve Funk
58056 County Rd 86
Plainview, MN 55964

ESTIMATE 2591
DATE 09/12/2023
EXPIRATION DATE 12/12/2023

DESCRIPTION	QTY	RATE	AMOUNT
Wabasha Sealing Permit	1	30.00	30.00
Bags Of Neat Cement Grout	35	33.00	1,155.00
Yards 3/8 Pea Rock	1	60.00	60.00
Labor to Pump Neat Cement Grout	1	1,050.00	1,050.00
Paperwork and Filing Fees	1	95.00	95.00
			Subtotal: 2,390.00

TERMS: ALL ACCOUNTS ARE DUE UPON COMPLETION OR MORTGAGE CLOSE. 1.5% WILL BE CHARGED PER MONTH ON ALL ACCOUNTS NOT PAID IN FULL WITHIN 30 DAYS UNLESS SPECIFIC ARRANGEMENTS HAVE BEEN MADE. PERSONS OR COMPANIES FURNISHING LABOR FOR THE IMPROVEMENTS OF REAL PROPERTY MAY ENFORCE A LIEN UPON THE IMPROVED LAND IF THEY ARE NOT PAID FOR THEIR CONTRIBUTION. EVEN IF SUCH PARTIES HAVE NO DIRECT CONTRACTUAL RELATIONSHIP WITH THE OWNER.

TOTAL

\$2,390.00

Accepted By

Accepted Date



**FY2024 & FY2025 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
SWCD PROGRAMS & OPERATIONS
GRANT AGREEMENT**

Vendor:	0000205683
PO#:	3000016532

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

Grant ID	Grant Title	Awarded Amt
P24-0211	2024 - Conservation Delivery (Wabasha SWCD)	\$19,619.00
P24-0301	2024 - Conservation Contracts (Wabasha SWCD)	\$18,190.00
P25-0082	2025 - Conservation Delivery (Wabasha SWCD)	\$19,619.00
P25-0172	2025 - Conservation Contracts (Wabasha SWCD)	\$18,190.00

Total Grant Awarded: \$75,618.00

Recitals

1. Laws of Minnesota 2023, Regular Session, Chapter 60, Article 1, Section 4(a) appropriated funds to the Board for the FY 2024 and 2025 Conservation Delivery Grants.
2. Laws of Minnesota 2023, Regular Session, Chapter 60, Article 1, Section 4(c)(1) appropriated funds to the Board for the FY 2024 and 2025 Conservation Contracts Program Grants.
3. The Board adopted Board Order #23-54 to authorize and allocate funds for the FY 2024 and 2025 SWCD Programs & Operations Grants (Conservation Delivery and Conservation Contracts Program).
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
5. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Marcey Westrick, Central Region Manager, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, (651) 284-4153, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

TITLE Board Chair
ADDRESS 27118 530th Street
CITY Plainview
TELEPHONE NUMBER 15074219944

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

Grant Agreement

1. Terms of the Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**

- 1.2. **Expiration date: December 31, 2025** or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 17. Intellectual Property Rights.

2. **Grantee's Duties.**

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

- 2.1. **Implementation:** The Grantee will abide by the Conservation Contracts Program Policy for the Conservation Contracts grant and the SWCD Conservation Delivery and Capacity Grants Policy for the Conservation Delivery grant.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.2. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2026, or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.

3. **Time.**

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

4. **Terms of Payment.**

- 4.1. All grant funds will be distributed in one installment promptly after the execution of the Grant Agreement.
- 4.2. All costs must be incurred within the grant period and all incurred costs must be paid before the amount of unspent grant funds is determined.
- 4.3. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.5. This grant is an advance payment. Advance payments allow the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, Conservation Contracts Program Policy and the SWCD Conservation Delivery and Capacity Grants Policy, and regulations. The Grantee will not receive payment, may be required to repay grant funds, or may have future payments withheld if work is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law.

6. **Assignment, Amendments, and Waiver.**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.
- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

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

8. State Audits.

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

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

9. Government Data Practices.

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

10. Workers' Compensation.

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

11. Publicity and Endorsement.

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

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

12. Governing Law, Jurisdiction, and Venue.

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

13. Termination.

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

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

14. Data Disclosure.

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

15. Prevailing Wage.

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

16. Municipal Contracting Law.

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

17. Intellectual Property Rights.

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

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

Approved:

Wabasha SWCD

Lynn D Zabel

By:

DocuSigned by:

 00FE8B55D8654ED
 (signature)

Board of Water and Soil Resources

By:

 (signature)

Title: Wabasha SWCD Board Chair

Title: _____

Date: 9/26/2023

Date: _____



**FY 2024 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
BUFFER IMPLEMENTATION GRANTS PROGRAM
GRANT AGREEMENT**

Vendor:	0000205683
PO#:	3000016391

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

Grant ID	Grant Title	Awarded Amt
P24-0121	2024 - Buffer Law (Wabasha SWCD)	\$20,000.00

Total Grant Awarded: \$20,000.00

Recitals

1. The Laws of Minnesota 2023, Regular Session, Chapter 40, Article 2, Section 6(e) appropriated funds to the Board for the FY 2024 Buffer Implementation Grants.
2. The Board adopted Board Order #23-53 to authorize and allocate funds for the FY 2024 Buffer Implementation Grants.
3. The Grantee has submitted a BWSR-approved work plan for this Program which is incorporated into this Grant Agreement by reference.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
5. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Marcey Westrick, Central Region Manager, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, (651) 284-4153, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

TITLE Board Chair
ADDRESS 27118 530th Street
CITY Plainview
TELEPHONE NUMBER 15074219944

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

Grant Agreement

1. Terms of the Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
- 1.2. **Expiration date:** **December 31, 2026** or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

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

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.2. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2027, or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.

3. **Time.**

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

4. **Terms of Payment.**

- 4.1. All grant funds will be distributed in one installment promptly after the execution of the Grant Agreement.
- 4.2. All costs must be incurred within the grant period and all incurred costs must be paid before the amount of unspent grant funds is determined.
- 4.3. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.5. This grant is an advance payment. Advance payments allow the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2024 Clean Water Fund Competitive Grant Policy, and regulations. The Grantee will not receive payment, may be required to repay grant funds, or may have future payments withheld if work is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law.

6. **Assignment, Amendments, and Waiver.**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed, and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.
- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

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

8. **State Audits.**

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

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

9. Government Data Practices.

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

10. Workers' Compensation.

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

11. Publicity and Endorsement.

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

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

12. Governing Law, Jurisdiction, and Venue.

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

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

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

15. Prevailing Wage.

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

16. Municipal Contracting Law.

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

17. Constitutional Compliance.

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

18. Signage.

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

19. Intellectual Property Rights.


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

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

Approved:

Wabasha SWCD

Lynn D Zabel

By: DeuSigned-by: _____

 00FE8B55D8654ED...

 (signature)

Board Chair

Title: _____

9/13/2023

Date: _____

Board of Water and Soil Resources

By: _____

 (signature)

Title: _____

Date: _____

☐ Invoice

Statement

[X Quote

[] Estimate

No: 0173

Huemann Tree Services LLC

PO Box #53

Goodhue, MN 55027

651-212-3960

Customer's Purchase

Order No. _____ Date 1/14/23

Name Sexton Dairy

Address _____

Phone:

email:

CASH	CHARGE	C.O.D.	ON ACCT.	MDSE. RETD.	PAID OUT	SOLD BY	

[illegible]Received
by _____

THANK YOU FOR YOUR BUSINESS

Tax

Total	8,700
-------	-------

IRISH RIDGE DAIRY
MILLVILLE, MN

INVOICE

Company Slogan

Date: JULY 2023
INVOICE # 100

-ESTIMATE OF REMOVAL OF BRUSH, BRANCHES AND LOGS
FROM WINDBREAK

To

SHERI SEXTON
IRISH RIDGE DAIRY
61588 CR 2
507-421-0116
Customer ID

-HUEMANN COST BREAKDOWN

Salesperson	Job	Payment Terms	Due Date
	ASH TREE REMOVAL	Due on receipt	
Qty	Description	Unit Price	Line Total
	IN WORKING WITH HUEMANN TREE SERVICE: THEY WILL CUT & DROP TREES AND BRANCHES, CUTTING IN LENGTHS OF APPROX.10-15 FEET. I WILL THEN REMOVE BRANCHES, BRUSH AND LOGS FROM THE WINDBREAK FOR BURNING. HUEMANN'S BID IS \$8700 @ \$300/HOUR FOR THEIR SERVICES, FOR 29 HOURS OF WORK REMOVAL OF BRUSH,BRANCHES, ETC, WITH SKIDLOADER AND GRAPPLE FORK @ \$70/HOUR	30 HOURS	\$2100
		Subtotal	
		Sales Tax	



384 – Woody Residue Treatment Implementation Requirements

Producer:

Project or
Contract:

Location:

County:

Farm Name:

Tract Number:



Practice applies on all lands, except active cropland, where woody residue requires treatment. Treatment methods (i.e. piling, burning, chipping/masticating, lop and scatter, off-site removal, burying or crushing) will achieve landowner objectives while adequately protecting land and water resources. Removal of woody material shall not be detrimental to the site and will adequately protect soil and water resources. Adequate woody material will be left to maintain or improve nutrient and organic matter cycling. The prescribed treatment will reduce the amount of residue to an acceptable level by controlling height, size, amount and distribution.

Gopher State One Call Utility Service 651-454-0002 or 800-252-1166

Practice Purpose (check all that apply)

- Reduce hazardous fuels.
- Protect/maintain air quality by reducing the risk of wildfire.
- Reduce the risk of harmful insects and disease.
- To improve access for management purposes.
- Improve access to forage for livestock and wildlife.
- Develop renewable energy systems.
- Enhance aesthetics.
- Reduce the risk of harm to humans and livestock.
- Improve the soil organic matter.
- Improve the site for natural or artificial regeneration.

384 – Woody Residue Treatment Implementation Requirements

General Specifications Applicable for All Purposes

Slash treatment and the condition and extent of residual slash shall comply with the following items, any additional specifications based on purpose(s), and requirements listed for applicable slash treatment techniques.

1. All activities associated with applying this practice shall comply with state, tribal and local forestry and related laws and regulations. It is the landowner's responsibility to obtain appropriate permits and/or applications prior to commencing an activity.
2. Soils, site factors, and timing of application must be suitable for any ground-based equipment utilized for slash treatment to avoid excessive compaction, rutting, or damage to the soil surface layer. Attached required Rating reports from the Web Soil Survey for suitability or limitations. For safety purposes and to protect site resources including residual trees, treatment methods involving ground-based heavy equipment are generally not applied on slopes exceeding 20 percent.
3. Woody residue removed will be in compliance with current federal, state, and local wetland regulations in relation to vegetation removal. Woody residue left on-site will not be placed in streams or piled in streamside or riparian management zones. Large woody debris left on-site for aquatic habitat improvement planned for the site is allowed.
4. Infested wood should be treated on-site or precautions taken to prevent spread during transport. Prompt harvest after weather events can prevent further damage from insects and disease.

Description of Work to Meet General Specifications

Additional Specifications by Practice Purpose

(Check all that apply and record all on-site requirements.)

Reduce hazardous fuels and/or protect/maintain air quality by reducing the risk of wildfire. Woody residue is treated so concentrations of 1 inch size materials and larger do not create hazardous fuel loads or wildfire risk while retaining a minimum of 1/3 woody debris on the site. A wildfire risk analysis using methodology adopted by a federal, state or local wildfire control authority may be used to modify the thresholds listed above on a site-by-site basis and documented in the clients NRCS casefile. Woody residue treatments must be coordinated with and complement Firebreak (394) if scheduled concurrently. Schedule supporting practices as needed.

Other requirements:

384 – Woody Residue Treatment Implementation Requirements

Reduce the risk of harmful insects and disease. Based on the characteristics and life cycles of existing and anticipated pest species (<http://www.fs.fed.us/r6/nr/fid/wid.shtml>), treat and/or dispose of woody residue in a way to minimize harm and infestation to the residual trees and adjacent stands/areas.

Reduce woody residue to chips of less than 1 cubic inch if not using prescribed burning. Chips may be scattered on-site if the scattered level does not exceed 3 inches; remove excess chips if more than 3 inches deep. If possible, remove woody residues created while ground is frozen. If not removed treat these residues before insects or diseases emerge in spring. Prescribed Burning (338) will be used if bark beetles or borers are present.

Do not remove large woody debris used to create wildlife habitats, do not sell slash as firewood; debark slash if possible; masticate or chip woody residue to less than 1 cubic inch if not using prescribed burning. Or if bark beetles are present/possible, limit operation to Sept 1 – January 30 only.

Other requirements:

To Improve access for management purposes, improve forage for livestock and wildlife, reduce the risk of harm to humans and livestock, and enhance aesthetics. A Prescribed Grazing Plan (528) and/or wildlife specific management plan (644, 645 or 647 or another suitable wildlife practice) will be developed and followed as per established criteria. Use Forest Stand Improvement (666) under the Additional Criteria To Improve Wildlife Habitat Section if using downed woody residue for wildlife habitats.

Avoid activities that produce woody residue during peak recreational use of the site. Notify recreational users that burning or heavy equipment will be in use for a specific period of time. Use Access Control (472) as a facilitating practice if necessary.

Woody residue left on site in view or near public trails or roads should be a minimum of 50 feet away from the viewshed or chopped and scattered to less than 4 feet in height over the site if possible taking risk of insect and diseases into account.

Other requirements:

Develop renewable energy systems. For erosion or sedimentation hazards or threats to water quality use soil conserving practices such as Conservation Cover (327), Critical Area Planting (342), Diversion (362), Forest Trails and Landings (655) or other suitable practices. Residual woody residue left after treatment will retain a minimum of 30% woody debris scattered throughout the site to maintain soil health and productivity.

Other requirements:

384 – Woody Residue Treatment Implementation Requirements

Improve the soil organic matter. Woody residue will be treated to minimize its size to an average of 1 cubic inch and maximize its contact with the forest floor to accelerate decomposition. Where chips are produced in sufficient quantities to uniformly cover the ground surface, depth shall not exceed 3 inches. To provide a source for organic matter cycling, residual woody residue left after treatment will be as evenly distributed as possible. Where feasible, let fine debris (needles and twigs) weather and/or fall from woody residue before it is burned or removed from the site.

Other requirements:

Improve the site for natural or artificial regeneration. Woody residue will be treated to minimize its impact to seed germination or seedling growth and development. Schedule a light broadcast Prescribed Burning (338) as necessary. Woody residue treatment operations will complement site-specific implementation of Tree/Shrub Site Preparation (490) and Tree/Shrub Establishment (612).

Other requirements:

Slash Treatment Methods and Requirements

(Check all that apply and describe pertinent precautions during application. For additional detail on methods and equipment, refer to the *Understory biomass reduction methods and equipment catalog*, <http://www.fs.fed.us/forestmanagement/WoodyBiomassUtilization/tools/mtdc-catalog/index.shtml>).

Windrowing*, and Windrowing & Burning: These methods are suited to areas with adequate spacing between residual trees or areas with few or no residual trees. Windrows that will be burned later may be “teepeed” to shed water or, if small in size, temporarily covered with water-resistant paper or plastic to allow material beneath to dry. Unburned windrows can serve as nesting and escape cover for wildlife if designed as such. When machine windrowing, a “brush rake” (blade with tines) will minimize pushing surface soil into woody residue accumulations. Do not create windrows near or against standing trees. Materials left on-site from forest operations such as old tires and petroleum products will not be incorporated in piles. Any burning will comply with Prescribed Burning (338) practice criteria and be conducted to minimize heat damage to residual trees and their roots and underlying soil. Other requirements: All burning associated with woody residue removal must meet local and state burning regulations. NRCS will not be responsible for planning, design, and application of Prescribed Burning (338).

***Also known as piling**

Other Requirements:

384 – Woody Residue Treatment Implementation Requirements

Broadcast Burning: This method consumes and alters woody residue by prescribed fire to a point minimizing the risk of wildfire and is suited primarily to areas with few to no residual trees. Smoke management and production of air pollutants are a concern with this method. Any burning will comply with the Prescribed Burning (338) practice standard and be conducted to minimize heat damage to residual trees and their roots and underlying soil. All burning associated with woody residue removal must meet all local and state burning regulations. NRCS will not be responsible for the planning, design, and application of Prescribed Burning (338).

Other requirements:

Chopping, Masticating and Crushing: This method involves the use of heavy ground-based equipment that crush woody residue to a depth not exceeding 4 feet. The closer crushed material is to the forest floor, the quicker decomposition occurs and the less chance of fire reaching into the above canopy layers.

Other requirements:

Lop and Scatter: This method is suited to areas with lower woody residue accumulations and is effective for such accumulations in meeting height requirements, facilitating use of the treated area by humans and animals, improving aesthetics, and distributing material more uniformly and closer to the forest floor for faster decomposition. Comply with the federal, state and/or local laws as applicable.

Other requirements:

Chipping: This method includes the mechanical conversion of woody residue to chips not exceeding 1 cubic inch. For safety purposes, humans and animals must be excluded from areas being treated by equipment that flails and throws chips and chunks. Operate such machinery to minimize bark damage to the residual trees.

Other requirements:

384 – Woody Residue Treatment Implementation Requirements

Removal: Woody residue is removed from the site. This method is suited to areas with higher woody residue accumulations where other methods may not sufficiently reduce undesired materials. At least 30% of residues will be left on-site for soil health, water quality and erosion control.

Other requirements:

Other clarifying notes:

Operation and Maintenance

Monitor populations of invasive species and the potential of damage to site resources by harmful pests and take controlling actions as necessary.

Access by vehicles or people will be controlled during treatment for safety. Refer to CPS Access Control, 472.

Monitor vegetation growth and use CPS Brush Management, 314; Herbaceous Weed Control, 315; Tree/Shrub Site Preparation, 490; or other vegetation establishment or management practices as necessary.

384 – Woody Residue Treatment
Implementation Requirements

Practice Specifications Approval and Completion Certification

Provided Practice Cost information

Site-specific cost estimate, or specifications for the producer to develop a cost estimate or obtain the bid themselves.

Design Installation and Layout Approval

Designed by: _____ Date: _____ Job Approval Authority: _____

Approved by: _____ Date: _____ Job Approval Authority: _____

Record of Completion and Check Out Certification

Treated Acres	Date Completed by Client	Date Certified	Approver's Initials

Additional documentation to support practice certification is located in the Case File.

Certification Statement

I certify that implementation of this conservation practice is complete, meets criteria for the stated purpose(s), and meets the NRCS conservation practice standard and specifications.

Printed Name: _____ Date: _____

Title: _____ Job Approval Authority: _____

Signature:

Callie A Bertsch

Notes:

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 20-WWOWE-3	Other state or non-state funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
-----------------------------------	------------------------------------	-----------------------------------------------------------------------------------------------------------	--------------------------------------------------------------	-------------------------------------------------------------

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

Applicant

Land Occupier Name Eric Klein	Address 27079 CR 25	City/State Elgin	Zip code 55932
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* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form

Conservation Practice Location

Township Name: Plainview	Township No: 108	Range No.: 11	Section No. 23	1/4, 1/4 N 1/2 SE 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 1 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

340 Cover Crops
5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by , this contract will be automatically terminated on that date. OCT. 1, 2023
7. Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier's signature indicates agreement to:

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

Date	Land Occupier
9/11/23	<i>[Signature]</i>
Date	Landowner, if different from applicant
	DAVE WALSH
	Address, if different from applicant information
	50240 287th Ave, Elgin, ST93C

Conservation Practice

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

Eligible Component Standard & Name	Engineered Practice:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Total Project Cost Estimate
	Ecological Practice:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
340 cover Crop			\$1,032.00

Technical Assessment and Cost Estimate

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

Date	Technical Assistance Provider	Digitally signed by DEAN THOMAS (Affiliate) Date: 2023.08.17 07:52:26 -05'00'
	DEAN THOMAS (Affiliate)	

Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: \$60/acre

Amount	Program Name	Fiscal Year
\$1,032.00	Whitewater Drinking Water Protection Grant	2023

Date	Authorized Signature	Total Amount Authorized
8/14/2023	<i>Jeri Peters</i>	\$1,032.00

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 20 - WWDWP - 4	Other state or non-state funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
-----------------------------------	----------------------------------------	---------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------	-------------------------------------------------------------

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

Applicant

Land Occupier Name Eric Klein	Address 27079 CR 25	City/State Elgin	Zip code 55932
--------------------------------------	----------------------------	-------------------------	-----------------------

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

Conservation Practice Location

Township Name: Plainview	Township No: 108	Range No.: 11	Section No. 24	1/4, 1/4 NW 1/4 SW 1/4
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Contract Information

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

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

340 Cover Crops
5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by , this contract will be automatically terminated on that date. Oct. 1, 2023
7. Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier's signature indicates agreement to:

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

Date	Land Occupier
9-11-23	E O G/H
Date	Landowner, if different from applicant
	Dave Walsh
	Address, if different from applicant information
	50240 287th AVE, Elgin, MN 55932

Conservation Practice

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

Eligible Component Standard & Name	Engineered Practice:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Total Project Cost Estimate
	Ecological Practice:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
340 cover Crop			\$348.00

Technical Assessment and Cost Estimate

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

Date	Technical Assistance Provider
	DEAN THOMAS (Affiliate) Digitally signed by DEAN THOMAS (Affiliate) Date: 2023.08.17 07:51:37 -05'00'

Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: \$60/acre

Amount	Program Name	Fiscal Year
\$348.00	Whitewater Drinking Water Protection Grant	2023

Date	Authorized Signature	Total Amount Authorized
8/14/2023	Jane Peters	\$348.00

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
August 24, 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, John Benjamin, NRCS, Adam Beilke, BWSR, Jim Wanstall, MN DNR Conservation Focus Area Coordinator and Frank Klennert, citizen

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

II. PLEDGE ALLEGIANCE

III. AGENDA

Motioned by Klennert and seconded by Ross to approve the Agenda with the additions of New Business letters G, H, and I

Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

IV. PUBLIC COMMENTS

Comments limited to 5 minutes per speaker

V. CONSENT AGENDA -Board Action

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

A. Roger Walkes AgBMP Loan Application of \$15,000.00 for purchase of a No-Till Drill to save topsoil and for water quality benefits.

B. Amended loan applicant to Brian Keller instead of Fred Keller for the AgBMP Loan Application for a Vertical Beater Manure Spreader - \$49,500.00

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

Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

VI. SECRETARY'S REPORT

A. July 27, 2023 Meeting Minutes – Board Action

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

presented.

Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

VII. TREASURER'S REPORT – Board Action

A. July District Financial Statements

Motioned by Ross and seconded by Klennert to approve the Treasurer's Report as presented.

Affirmative: Ross, Klennert, Tentis, Zabel

Abstained: Knudsen

Opposed: None

Motion Carried

VIII. PAYMENT OF MONTHLY BILLS

A. Monthly Bills in the amount of \$14,002.23 - Board Action

Motioned by Klennert and seconded by Knudsen to approve Payment of the Monthly Bills in the amount of \$14,002.23.

Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

IX. DISTRICT REPORTS

A. Chair Report – Lynn Zabel

Lynn reported that he attended the West Indian Creek gathering and that the meeting was good. Bob Walkes also attended and said that Martin Larson had been his Agronomist and he had a good presentation.

B. County Commissioner – Bob Walkes

Budgeting is in process. Whitling costs and keep levy reasonable.

C. District Manager Report – Terri Peters

Onboarding with Jenna and Katelyn

WinLaC Advisory Committee meeting – different partners that can be involved.

WIC meeting, planning. Good turnout, follow up.

Volunteer Nitrate Monitoring Program– Couple samples had high arsenic levels.

Work with Katelyn, map and billing similar nodes.

Response from Newsletter. Interest in programs. Local Whitewater has funding for well and septic.

Gorman – waiting for amendment to contract to reconnect to channel.

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

John gave his report at the meeting.

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

F. Conservation Planning and Outreach Technician Report– Jenna Rasmusson (in the packet)

G. Natural Resources Technician Report– Katelyn Abts

Terri reported that Katelyn is onboarding. Will be working with Lake City to obtain a grant and will be helping them planting trees. RIM program, doing inspections.

H. Bookkeeper/Administrative Assistant Report -Sue Cerwinske (In packet)

I. BWSR Report – Adam Beilke

BWSR Grant Update. State Cost Share, which is the longest running historical grant program available to SWCD for cost share for landowners. Legislation broadened the program, more practices available for cost share. Such as habitat and helping landowners to conserve energy. No longer a cap on payment rates and incentives. Slight increase from \$15,000 to \$18,000.00 for the grant. Buffer laws in Wabasha County \$17,000 to \$21,000.00

Watershed base funding for those that have a comprehensive plan.

Increased funding for Zumbro \$1.2 million to \$1.9 million. WinLaC received \$600,000.00 and later next year will receive \$900,000.00. Since we no longer have capacity grant, funds were shifted to watersheds.

Application in for Soil Health grant. Try to leverage some federal funding.

Adam will have a temporary assignment as a BWSR Clean Water Specialist starting September 13. Dave Copeland in the Rochester office will fill in.

J. Other agencies – Jim Wanstall – MN DNR

Jim is the DNR Conservation Focus Area Coordinator for the Whitewater and Root River Watersheds. He is originally from New Mexico, where he spent 25 years with the New Mexico Dept. of Ag. Moved to Minnesota a year ago. He lives in Brainerd and in the process of hiring a full-time person that will be based out of Rochester and will be dedicated to be here. He said that we need to form a partnership with interested agencies and bring people together to get projects done.

X. OLD BUSINESS

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

Lynn reported on his project, took pictures and will bring later.

3 different methods to compare fields.

Sprayed rye with soybeans under

Soybeans no-till beans into combine with field corn

Soybeans after rye head drops

Straight no-till looked the best

Second best, no herbicide combined rye off the top, got 268 bushels of rye off the 7 acres. Discussion followed.

XI. NEW BUSINESS

A. MASWCD Awards Nominees-Annual Convention December 11-13, 2023

Start thinking about suggestions for this year's nominees

Write-ups for nominees for Wabasha County Outstanding Conservationist of the Year are due to MASWCD by 9/22/2023.

i. Wabasha County Outstanding Conservationist of the Year

ii. Woodland Manager of the Year

iii. Wildlife Habitat Steward

iv. Forestry Steward

v. Teacher Award

Terri will have staff make suggestions and she will email them to the board for review

- B. Approve Resolution # 08242023-1 for Contract and Extension Signature Authority policy Wabasha SWCD – **Board Action/Signature**
(Reference August 27, 2020 minutes, new business Letter F.)
Motioned by Knudsen and seconded by Ross to approve Resolution # 08242023-1 for Contract and Extension Signature Authority policy Wabasha SWCD.
Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel
Opposed: None
Motion Carried
- C. Approve donation to Wabasha County Cattlemen's Assn for \$300.00 for the West Indian Creek social event and that amount is also meant to help cover their time contribution for setup and grilling etc. – **Board Action**
Motioned by Klennert and seconded by Knudsen to approve the donation to the Wabasha County Cattlemen's Assn for \$300.00 for West Indian Creek social event.
Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel
Opposed: None
Motion Carried
- D. Approve Tony Johnson Contract# 22-SDWGPh2-2 in the amount of \$1,320.00 for a Reverse Osmosis Water Treatment System – **Board Action**
(Funding source FY22-23 Safe Drinking Water Phase 2)
Motioned by Klennert and seconded by Ross to approve Tony Johnson Contract # 22-SDWGPh2-2 in the amount of \$1,320.00 for a Reverse Osmosis Water Treatment System
Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel
Opposed: None
Motion Carried
Discussion on arsenic testing high in drinking water. Last year tested for nitrates and manganese. Volunteer nitrate testing. Well testing.
Tap-in program regionally, private well testing. Caitlin sharing results with MDH.
Accelerated Implementation Grant – Caitlin started Tap-in program, education material. Each SWCD has an amount for well treatment and testing.
Hoping for more funding from MDH to work on ground water issues.
- E. Approve Allan Marking Amendment for Contract# 21-Capacity-7 to increase authorized amount to \$3,260.00 for addition of 16 acres of practice 340-Cover Crops for a total of 34 acres. Increase in payment rate from \$30/acre to \$40/acre to match updated policy– **Board Action**
Motioned by Klennert and seconded by Knudsen to approve Allan Marking Amendment #1 for Contract# 21-Capacity-7 to increase authorized amount to \$3,260.00 for the addition of 16 acres of practice 340 Cover Crops for a total of 34 acres and increase in payment rate from \$30/acre to \$40/acre to match updated policy
Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel
Opposed: None

Motion Carried

- F. Approve Kent Crary Contract# 20-WWDWP-2 in the amount \$4,450.00 for practice 340 Cover Crops – **Board Action**
(Funding source: Whitewater Drinking Water Protection Grant)
Motioned by Klennert and seconded by Knudsen to approve Kent Crary Contract# 20-WWDWP-2 in the amount of \$4,450.00 for practice 340 Cover Crops
Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel
Opposed: None
Motion Carried
- G. Approve Rosie Rettmann Contract# 23WAGZ-WC-03 in the amount of \$2,000.00 for Practice 351 Well Decommissioning – **Board Action**
(Funding source: Watershed Alliance for the Greater Zumbro (WAGZ))
Motioned by Sharleen and seconded by Ross to approve Rosie Rettmann Contract# 23WAGZ-WC-03 in the amount of \$2,000.00 for Practice 351 Well Decommissioning
Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel
Opposed: None
Motion Carried
- H. Approve SAPA SKA Farm Inc, David Pierson Contract# 23WAGZ-WC-04 in the amount of \$1,474.50 for Practice 351 Well Decommissioning – **Board Action**
(Funding source: Watershed Alliance for the Greater Zumbro (WAGZ))
Motioned by Klennert and seconded by Ross to approve SAPA SKA Farm Inc., David Pierson Contract# 23WAGZ-WC-04 in the amount of \$1,474.50 for Practice 351 Well Decommissioning
Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel
Opposed: None
Motion Carried
- I. Rental Agreement for Truax Drill: Pickup/Storage – **Board Discussion**
Need to get in touch with Jennifer Froehly from Upper Mississippi River National Wildlife and Fish Refuge
Wanda from Winona SWCD wanted to know if we were going to rent it out regionally. Would we have staff trained to deliver/pickup. Additional charges for out of county. Trained on doing delivery. Pull with pickup. Winona had a guy that stored, maintained and showed customer how it works. Get in touch with him to see what the costs were for maintenance. Need to put in agreement that the renter would pay for damages. Work on agreement and bring it back later.
- J. Upcoming Events:
i. Fall MACDE Supervisors and Employee's Meeting Sept. 19 in Northfield
Morning meeting in Northfield-location to be determined and afternoon lunch

and tour at the Salvatierra Farm -the pilot farm of Tree-Range Chickens

XII. Board Reports

A. Whitewater JPB – Lynn

Lynn reported that they approved a couple of septic rebuilds and a couple they needed to hold off on. Small property lines, need a variance and one that requires a filter that needs to be changed by septic owner. How do you guarantee it will be maintained?

B. Zumbro 1W1P – Dag

Meeting scheduled for August 10 was canceled. Next meeting November.

C. WinLaC 1W1P – Lynn

Terri reported there was a Technical Advisory meeting. Planning group meeting. Modeling prioritization.

Zumbro prioritization for the next round of funding Exercise completed for top priorities.

D. SE SWCD Technical Support JPB – Dag

Lynn asked if the amount of support needed is directly related to the amount of projects for the staff?

Terri reported that she is working with staff JAA for projects. Have funding available to work on Gorman Creek. Feedlot projects, Kate Bruss has done a lot of work on these.

E. County Board Meeting – Sharleen

Terri went to last County meeting and gave them an update. Next meeting is Tuesday, August 1st.

Dag brought up a discussion about adding more staff and asked Terri how she felt about that.

Terri replied that they will need training. Last newsletter brought a lot of responses on programs.

Dag felt that we should be thinking long term and plan ahead to hire when the opportunity presents itself. Staff needs to be capable to get a step up, an opportunity to grow.

Terri replied that it depends on grants available to hire any additional staff.

XIII. Adjourn – Board Action

Motioned by Klennert and seconded by Knudsen to Adjourn the meeting at 9:46 am.

Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

Respectively Submitted by:

Dag Knudsen, Secretary

3:26 PM

09/12/23

Cash Basis

Wabasha Soil and Water Conservation District

Cash Balances

As of August 31, 2023

	<u>Aug 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	93,602.36
Money Market WNB Financial	7,418.17
Peoples State Bank Money Market	426,083.53
Petty Cash	90.65
WNB Financial	<u>25,612.22</u>
Total Checking/Savings	<u>552,806.93</u>
Total Current Assets	<u>552,806.93</u>
TOTAL ASSETS	<u>552,806.93</u>
LIABILITIES & EQUITY	0.00

Wabasha Soil and Water Conservation District

Balance Sheet

As of August 31, 2023

	Aug 31, 23
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	93,602.36
Money Market WNB Financial	7,418.17
Peoples State Bank Money Market	426,083.53
Petty Cash	90.65
WNB Financial	25,612.22
Total Checking/Savings	552,806.93
Accounts Receivable	
11000 · Accounts Receivable	13,248.59
Total Accounts Receivable	13,248.59
Total Current Assets	566,055.52
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	593,336.27
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	10,667.52
Total Accounts Payable	10,667.52
Other Current Liabilities	
Allowance for Unemployment Reim	1,581.86
Deferred Revenue	
AIS	12,949.79
FY19 Capacity	1,800.00
FY20 Capacity	3,253.72
FY20 NACD TA Grant	19,980.88
FY20 State Cost share	2,336.70
FY21 Buffer Initiative	8,573.60
FY21 Capacity	16,740.48
FY21 State Cost Share	7,168.30
FY22 Buffer Initiative	16,867.22
FY22 Capacity	23,528.04
FY22 NACD TA Grant	92,673.11
FY22 State Cost Share	7,873.30
FY23 Buffer Law Implementation	17,000.00
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

3:23 PM

09/12/23

Accrual Basis

Wabasha Soil and Water Conservation District

Balance Sheet

As of August 31, 2023

	Aug 31, 23
FY23 State Cost Share	15,401.00
FY23 SWCD Aid	80,057.52
FY23 WCA	12,118.00
Total Deferred Revenue	600,221.66
Retainage Payable	17,691.21
2110 · Direct Deposit Liabilities	-8,421.93
24000 · Payroll Liabilities	1,192.99
25500 · Sales Tax Payable	952.84
Total Other Current Liabilities	613,218.63
Total Current Liabilities	623,886.15
Total Liabilities	623,886.15
Equity	
Fund Balance- Restatement	47,943.10
Fund Balance Designated	31,903.30
Investment in Capital Assets	26,360.32
30000 · Opening Balance Equity	649.89
32000 · Owners Equity	149,539.10
Net Income	-286,945.59
Total Equity	-30,549.88
TOTAL LIABILITIES & EQUITY	593,336.27

Wabasha Soil and Water Conservation District

Profit & Loss

August 2023

	Aug 23
Ordinary Income/Expense	
Income	
Charges for Services	
Plat Book Sales	35.00
Total Charges for Services	35.00
Intergovernmental Revenues	
County	
County Regular Allocation	707.56
Total County	707.56
Federal	
319 Focus Small Wtrshd-W.Indian	41.60
Total Federal	41.60
Partners Grants	
National Wild Turkey Federation	2,000.00
Total Partners Grants	2,000.00
State	
FY23-FY24 MPCA Zumbro SWAG	-17.60
MAWQCP	10,658.66
Total State	10,641.06
Total Intergovernmental Revenues	13,390.22
Total Income	13,425.22
Gross Profit	13,425.22
Expense	
District Operations	
Other Services and Charges	
Advertising Expense	204.70
Building Rent	920.43
Fees and Dues	16.10
Internet Expense	79.66
Postage	66.00
Subs. and Pubs.	260.96
Supervisor's Expenses	0.00
Supervisor's Mileage	0.00
Vehicle Expenses	
Hyundia Tucson Vehicle Expense	28.24
Total Vehicle Expenses	28.24
Total Other Services and Charges	1,576.09
Personnel Services	
Employee Salary Permanent	19,280.15
Employer HSA contributions	750.00
Employer Life and Health	
66000 - Payroll Expenses	7,547.14
Employer Life and Health - Other	22.00
Total Employer Life and Health	7,569.14
Employer Share FICA	1,268.25
Employer Share Medicare	296.60
Employer Share PERA	1,457.52
Total Personnel Services	30,621.66
Supplies	
Office Supplies	137.93

Wabasha Soil and Water Conservation District

Profit & Loss

August 2023

	Aug 23
Total Supplies	137.93
Total District Operations	32,335.68
Project Expenditures	
Federal	
319 Focus Small Wtrshd-W.Indian	3,225.89
Total Federal	3,225.89
State	
FY23 Capacity	350.26
FY23 CWF - WIC	690.00
LWM NRBG	9.49
MAWQCP Administration	10,658.66
Total State	11,708.41
Total Project Expenditures	14,934.30
Total Expense	47,269.98
Net Ordinary Income	-33,844.76
Other Income/Expense	
Other Income	
Interest Income	
Interest Earnings MM's	1,011.66
Total Interest Income	1,011.66
Total Other Income	1,011.66
Net Other Income	1,011.66
Net Income	-32,833.10

4:23 PM

09/27/23

Cash Basis

Wabasha Soil and Water Conservation District Monthly Bills Listing

September 28, 2023

Type	Date	Num	Name	Memo	Account	Paid Amo...
Sep 28, 23						
Liability Check	09/28/2023	EFT	VSP Vision Care	October 2023 premium	WNB Financial	-74.31
Liability Check	09/28/2023	11893	Auditor/Treasurer of Wabasha County	September 2023 Premiums	WNB Financial	-7,403.29
Bill Pmt -Check	09/28/2023	11894	BWSR-1	BWSR Academy - Matt, Jenna, Katelyn	WNB Financial	-675.00
Bill Pmt -Check	09/28/2023	11895	HBC	Internet Usage 8/02 - 10/01/2023	WNB Financial	-79.66
Bill Pmt -Check	09/28/2023	11896	Jennifer Wahls-C	WIC 319, WIC-CUP, SE Land scope	WNB Financial	-4,393.10
Bill Pmt -Check	09/28/2023	11897	Katelyn Abis-b	Drive from Winona to LaCrosse & back for LincPass	WNB Financial	-39.30
Bill Pmt -Check	09/28/2023	11898	Office Depot	Printer Ink, Pens, Sticky note pad 5	WNB Financial	-104.42
Bill Pmt -Check	09/28/2023	11899	Olmsted County Public Health Services	SDW Phase 8-02-2023 SE MN Water Analysis	WNB Financial	-945.60
Bill Pmt -Check	09/28/2023	11900	Olmsted County Public Works	July, August & Sept Klinger's mawwcd	WNB Financial	-21,398.31
Bill Pmt -Check	09/28/2023	11901	Terri Peters (Expenses)	22-SDWGPn2-2 Reverse Osmosis Water Treatment System	WNB Financial	-458.51
Bill Pmt -Check	09/28/2023	11902	Tony Johnson	Mileage WIC Outreach, LWM, SE Landscape, Capacity, SWCD	WNB Financial	-1,320.00
Bill Pmt -Check	09/28/2023	11903	Wabasha County Auditor/Treasurer	Employment background check for Katelyn Abis	WNB Financial	-85.40
Bill Pmt -Check	09/28/2023	11904	Wabasha County Highway Department	Hyundai & Silverado Gas for Aug. 2023	WNB Financial	-156.48
Bill Pmt -Check	09/28/2023	11905	Mittel Schule, Inc.	October 2023 Rent	WNB Financial	-920.43
Bill Pmt -Check	09/28/2023	11906	Matthew Kempinger-c	Mileage Fall MACDE meeting, mileage Val Adler	WNB Financial	-144.10
Liability Check	09/28/2023		QuickBooks Payroll Service	Created by Payroll Service on 09/27/2023	WNB Financial	8,344.67
Bill Pmt -Check	09/28/2023	11907	Sheri Sexton	20-Capacity-9 384 - Woody Residue Treatment	WNB Financial	-2,500.00

Sep 28, 23

-40,042.58

* 40,691.91

NRCS Field Office Report

9/28/23

John Benjamin

CSP (Conservation Stewardship Program)

- 15 Active contracts
- FY24 renewal ranking deadline Oct 20

EQIP (Environmental Quality Incentive Program)

- 26 Active EQIP **contracts**
- FY24 Application deadline Oct 6th
- 16 Applications in pending status
- Currently no applicable applications for the IRA fund pool
- 1 application applicable for west Indian fund pool that is moving forward.

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
- No applications pending.

CRP (Conservation Reserve Program)

- 10 Sign up 60 General offers to complete by Aug 11th.
70 total Continuous CRP offers created reviewed & signed
- 18 FY25 Expiring contracts to review.
- 6 CRP establishment reviews completed.

Monthly Report – September 2023

Matt Kempinger

Projects

- Completed 1 farm walkover site investigation.
- Preliminary design work on 1 streambank project
- Preliminary design work on 2 diversions
- Preliminary design work on 1 basin
- Planning for 2 feedlot fixes
- Planning for potential drought impacts on fall construction.
- Design work for 1 waterway
- Surveying, staking, and construction monitoring for 1 feedlot project
- Monitored 1 wetland restoration.
- Reviewed 1 wetland banking prospectus
- Plan for finishing construction on 1 stream habitat project

Others

- Assisted new staff (Katelyn) with training and understanding job duties
- Assisted with pieces of volunteer nitrate monitoring network
- West Indian Creek outreach
- Zumbro River Surface Water Assessment Grant (SWAG) monitoring
- Assisted 3 landowners with MAWQCP financial assistance processing.
- Interview 1 landowner for MAWQCP certification
- General project & contract management
- Answered general resource questions from public and assisted where possible

Monthly Report – September 2023

Jenna Rasmusson

Capacity – Training

- Joined NRCS in the field for a Wildlife Habitat Evaluation.
- Joined NRCS in the field for pasture and grazing project checks and meetings with operators.
- Received training on Buffer Law from BWSR.
- Registered and selected courses for BWSR Academy in October.

Capacity - Technical Assistance

- Contacted existing cover crop contract holders and provided seeding sheets for fall planting.
- Nominated Jake Meyer as our Outstanding Conservationist for the MASWCD Awards.
- Attended SE MACDE meeting in Northfield, MN. Got to meet other SWCD employees and other agriculture and natural resource professionals.
- Assisted with practice verification – woody brush removal.

Capacity – Outreach and Education

- Attended Olmsted/Dodge Soil Health field day. Met with current operators from Wabasha County, other SWCD employees, and an employee of the MN Soil Health Coalition
- Provided educational materials for a homeschool teacher preparing curriculum on soil erosion.
- Put together Fall 2023 SWCD “Stream” and had mailed to our subscribers.

319 West Indian Creek

- Conducted lysimeter sampling.
- Provided cover crop assistance and discussed cost share opportunities.
- Sent thank you post cards to those who attended our WIC Gathering.
- Put together Fall 2023 newsletter and sent to landowners in WIC watershed.

2023 Soil Health

- Provided cover crop assistance and discussed cost share opportunities, both in the field and in office.

Zumbro SWAG

- Collected water samples and delivered to Olmsted.

Whitewater Drinking Water Protections

- Provided cover crop assistance and discussed cost share opportunities.
- Set up 3 contract applications. 2 are still in process and 1 was cancelled.

Watershed Alliance for the Greater Zumbro

- Provided assistance for 2 well sealing cost share applications.

Monthly Report – September 2023

Katelyn Abts

Programs

- Reinvest in Minnesota (RIM) – completed 9 RIM inspections with corresponding paperwork
- Zumbro River Surface Water Assessment Grant (SWAG) – assisted with monitoring
- West Indian Creek Watershed – outreach and lysimeter monitoring
- Volunteer Nitrate Monitoring Program – In process of finding volunteers for all of Wabasha County and integrating new volunteers into the network
- WAGSZ – TA – 1 cost share contract for well sealing

Other

- Onboarding: In process to receive Linc Pass, completed background checks, work email is set up
- Training through BWSR modules, AgLearn and Zoom classes
- Helped Lake City prepare for Releaf Community Forestry grant and introduced a possible grant for their Well-head Protection Plan

August 31, 2023

Board of Supervisors
Wabasha Soil and Water Conservation District
611 Broadway Avenue
Wabasha, Minnesota 55981

You have requested that we audit the governmental activities and the general fund of Wabasha Soil and Water Conservation District, as of December 31, 2022 and for the year then ended, and the related notes, which collectively comprise Wabasha Soil and Water Conservation District's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information (RSI) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis
2. Schedule of District's and Non-Employer Proportionate Share of Net Pension Liability – PERA
3. Schedule of District's pension Contributions – PERA

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory section, including elected and appointed officials

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS. As part of an audit in accordance with GAAS we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Auditor Responsibilities (continued)

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We may advise management about appropriate accounting principles and their application, and we may assist in the assembly of your financial statements. However, management has the final responsibility for the selection and application of accounting policies and the fair presentation of financial statements that reflect the nature and operation of Wabasha Soil and Water Conservation District, Minnesota.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Wabasha Soil and Water Conservation District's ability to continue as a going concern for a reasonable period of time.

Our engagement is not designed to detect immaterial misstatements, including those caused by error, fraud, theft, illegal acts, any wrongdoing within the entity, or noncompliance with laws and regulations. However, we will inform the appropriate level of management and those charged with governance, as AICPA professional standards require, of material errors, evidence of fraud, or information that comes to our attention that indicates fraud may have occurred. In addition, we will discuss with you and, when appropriate, those charged with governance, matters involving noncompliance or suspected noncompliance with laws and regulations that come to our attention during the course of the audit, or through information provided by other parties, unless they are clearly inconsequential.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of Wabasha Soil and Water Conservation District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;

Management Responsibilities (continued)

- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
- d. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by Smith, Schafer & Associates, LTD;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with a significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.
- k. For the evaluation of the effectiveness of the entity's internal control over financial reporting using suitable and available criteria;
- l. For providing us with management's written assessment about the effectiveness of the entity's internal control over financial reporting; and
- m. For supporting management's assessment about the effectiveness of the entity's internal control over financial reporting with sufficient evaluations and documentation (e.g., policy or accounting manuals, narrative memoranda, flowcharts, decision tables, procedural write-ups, or completed questionnaires).

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services (continued)

With respect to any nonattest services, we will perform the following:

- Assist in preparing the financial statements and related notes of Wabasha Soil and Water Conservation District in conformity with U.S. generally accepted accounting principles based on information provided by you
- Recommend Bookkeeping adjusting journal entires
- Assist entity in documenting their procedures related to implementation of GASB 87, Lease Accounting
- Review entity's procedures and documentation related to implementation of GASB 87, Leases Accounting
- Prepare a working trial balance
- Provide other general consultation as requested by you from time to time

We will not assume management responsibilities on behalf of Wabasha Soil and Water Conservation District. However, we will provide advice and recommendations to assist management of Wabasha Soil and Water Conservation District in performing its responsibilities.

Wabasha Soil and Water Conservation District's management is responsible for (a) making all management decisions and performing all management functions; (b) designating an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services; (c) evaluating the adequacy of the services performed; (d) accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of Wabasha Soil and Water Conservation District's basic financial statements. Our report will be addressed to the governing body of Wabasha Soil and Water Conservation District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement without expressing an opinion. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

You agree to provide us with a draft of any document that will contain, accompany or incorporate by reference the audited financial statements and our auditor's report thereon prior to the issuance of such document to third parties. You agree not to issue such document until we have provided our permission to do so.

Other (continued)

Our responsibility for other information in documents containing the audited financial statements and our auditor's report does not extend beyond the financial information identified in our report. We have no responsibility for determining whether such other information contained in these documents is fairly stated and will not express an opinion or provide any form of assurance thereon. We will read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information appears to be materially misstated. If we receive the other information prior to the date of our auditor's report on the financial statements, our auditor's report will describe our responsibilities related to the other information. If, based on procedures we perform, we conclude that an uncorrected material misstatement of the other information exists, we will describe it in our report.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing, Fees

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

Steve Salveson is the engagement principal for the audit services specified in this letter. His responsibilities include supervising the engagement team's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

The fee for the audit of the District's financial statements for the year ended December 31, 2022 will not exceed \$6,170 including expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will communicate to management and those charged with governance in a separate letter those significant deficiencies or material weaknesses in internal control relevant to the audit of financial statements that we have identified during our audit and that are required to be communicated under AICPA professional standards. This communication of internal control related matters is intended solely for the information and use of management, the audit committee or those charged with governance. The communication is not intended to be, and should not be, distributed to anyone other than these specified parties.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

Provisions of Engagement Administration, Timing, Fees (continued)

It is our policy to keep records related to this engagement for seven years. However, Smith, Schafer & Associates, LTD does not keep any original client records, so we will return those, if any, to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, non-payment of fees, your failure to comply with the terms of this Agreement, or as we determine professional standards require. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines. If this engagement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination.

Smith, Schafer & Associates, LTD's liability for all claims, damages, and costs arising from this engagement is limited to two times the total amount of fees paid by you to Smith, Schafer & Associates, LTD for the service giving rise to this liability. If there are no fees charged to you by Smith, Schafer & Associates, LTD, notwithstanding anything to the contrary in this agreement, Smith, Schafer & Associates, LTD shall not be liable for any lost profits, indirect, special, incidental, punitive or consequential damages of any nature even if we have been advised by you of the possibility of such damages.

You agree to hold us harmless from any and all claims which arise from knowing misrepresentations to us, or the intentional withholding or concealment of information from us by your management. You also agree to indemnify us for any claims made against us by third parties, which arise from any of these actions by your management. The provisions of this paragraph shall apply regardless of the nature of the claim.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Smith, Schafer & Associates, LTD and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Smith, Schafer & Associates, LTD's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

To ensure that Smith, Schafer & Associates, LTD's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

Provisions of Engagement Administration, Timing, Fees (continued)

Any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and the parties will engage in the mediation process in good faith. Any mediation initiated as a result of this engagement shall be administered within Goodhue County, Minnesota, by a mutually agreed upon mediator, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Minnesota law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The parties participating in the mediation shall bear their own costs, except that any charges assessed by the mediation organization shall be shared equally by the participating parties.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Very truly yours,



Steve D. Salveson, CPA, CGMA
SMITH, SCHAFFER & ASSOCIATES, LTD
Principal

RESPONSE:

This letter correctly sets forth our understanding of Wabasha Soil and Water Conservation District.

Acknowledged and agreed on behalf of Wabasha Soil and Water Conservation District by:

Officer Signature: _____

Title: _____

December 31, 2022

Dear

In connection with an annual audit of our financial statements, please furnish answers to the following questions, sign your name, and return the questionnaire in the enclosed envelope directly to Smith, Schafer and Associates, Ltd. 2575 Commerce Drive NW, Suite #200, Rochester, Minnesota 55901. This questionnaire is designed to obtain information about transactions between the Wabasha Soil and Water Conservation District and any related parties. Related parties include board members and certain administrative officials as well as immediate family members of board members and administrative officials.

Please answer all questions. If the answer is "yes", please explain in the space provided.

Very truly yours,

WABASHA COUNTY SWCD

Sue Cerwinske
Bookkeeper/Admin Assistant

1. Have you, or any related party of yours, had any material interest, direct or indirect, in any of the following transactions or pending transactions for the year ended December 31, 2022 to which the Wabasha Soil and Water Conservation District was, or is to be, a party?

	YES	NO
• Sale, purchase, exchange, or leasing of property?	_____	_____
• Receiving or furnishing of goods, services or facilities?	_____	_____
• Transfer or receipt of income or assets?	_____	_____
• Maintenance of bank balances as compensating balances for the benefit of another?	_____	_____
• Other transactions?	_____	_____

December 31, 2022

Page 2

2. Have you or any related party of yours been indebted to or had a receivable from the Wabasha Soil and Water Conservation District at any time since January 1, 2022? Please exclude amounts due for ordinary travel and expense advances.

Yes _____ No _____

3. Have you or any related party of yours had any material interest, direct or indirect, in any transactions since January 1, 2022, or in any pending or incomplete transactions to which any pension, retirement savings, or similar plan provided by the Wabasha Soil and Water Conservation District was, or is to be, a party? Do not include payments to a plan or payments by the plan made pursuant to the terms of the plan.

Yes _____ No _____

4. I am employed by _____.

My job function with my employer is _____.

My spouse's name is _____.

My spouse is employed by _____.

My spouse's job function with his/her employer is _____.

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Date: _____

Signature: _____

Print Name: _____
(to verify spelling for financial statements)

Title: _____
(e.g., Mayor, board chair, board member)



MASWCD

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WC AREA 2 DIRECTOR
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STAFF

Executive Director
LEANN BUCK

Assistant Director
SHEILA VANNEY

Office Manager
STEFANIE MARTINEZ

Minnesota Association of Soil and Water Conservation Districts

255 Kellogg Boulevard East, Suite 101, St. Paul, MN 55101 | 651-690-9028 | www.maswcd.org

Date: September 21, 2023
To: Minnesota Soil and Water Conservation District Employees
From: MASWCD Staff
Subject: 2023 Resolutions Packet

The 2023 MASWCD resolutions packet is attached for your review and action.
PLEASE READ THE FOLLOWING INFORMATION CAREFULLY.

RESOLUTIONS PACKET:

- This packet is being emailed to SWCD employees. It includes this cover memo, 2023 proposed resolutions, link to the online 2023 ballot, and a sheet tallying votes on the resolutions taken by the MASWCD Resolutions/Policy Committee for informational/advisory purposes.
- MASWCD encourages districts to have an agenda item at your October board meeting to discuss and debate resolutions in advance of supervisors taking votes.

PRE-CONVENTION VOTING PROCESS:

- The link to the online 2023 ballot is here: <https://forms.office.com/g/hPMMZ49WFI>
- SWCD boards should choose whether they want an SWCD staff person to tally their votes and submit online ballots on their behalf, or if they want their five supervisors to individually complete the online ballots.
- Each Supervisor is entitled to submit one ballot. Duplicate ballots will be discarded.
- Contact information from the authoring SWCD is listed on each resolution. Please reach out to those individuals with questions or for more information.
- All ballots must be submitted via the online ballot by **NOVEMBER 1.**

CONVENTION RESOLUTIONS PROCESS FOR 2023:

MASWCD is planning a fully in-person convention at the DoubleTree by Hilton Hotel in Bloomington for Monday, December 11 through Wednesday, December 13.

1. Resolutions and results of the pre-convention voting will be introduced during the first general session at the convention (Tuesday, December 12).
2. Resolutions will be brought before the membership for action during the second general session of the convention (Wednesday, December 13).
3. An SWCD which has authored and submitted a resolution is responsible for speaking in favor of that resolution during debate at the convention.
4. Emergency resolutions (if necessary) must be submitted to the MASWCD President as soon as possible.
5. NO resolutions will be accepted from the convention floor.

RESOLUTIONS PRE-CONVENTION VOTING PROCESS:

If you have questions about a particular resolution, you can obtain more information by contacting the Soil and Water Conservation District that submitted the resolution.

- If 66 percent of all supervisors whose ballots are received vote to APPROVE a resolution, the resolution will be deemed as moved and seconded for adoption at the annual meeting.
- If 66 percent of all supervisors whose ballots are received vote to DISAPPROVE a resolution, it will automatically be rejected, with no further action at the annual meeting.
- If 34% of all supervisors whose ballots are received vote to BRING THE RESOLUTION TO THE CONVENTION FLOOR FOR FURTHER DISCUSSION OR AMENDMENT, it will be brought to the MASWCD annual meeting for further action. This provision overrides the first two, in the event that this condition and one of the above conditions are both met.
- Failure to vote on a resolution is essentially the same as voting to bring it to the convention floor for further discussion or amendment.
- If a resolution does not receive the required number of votes in any category, it will be brought to the MASWCD Annual Meeting for further action.
- Only supervisors from dues-paying member districts are eligible to vote.
- All ballots must be submitted via the online ballot by **NOVEMBER 1.**



2023 RESOLUTION/POLICY COMMITTEE RECOMMENDATIONS

MASWCD Resolutions/Policy Committee members voted on the proposed resolutions at their meeting on September 6, 2023. The spreadsheet below outlines their votes, as well as comments shared during discussion. Eight total members attended, though a couple arrived late due to traffic. Resolutions were taken up in a different order that outlined below.

#	Resolution Title	Authoring SWCD	Committee Comments	Cmte Vote
1	Establishing a Shared Value Position Statement for Local SWCD Funding	Mower	Committee members agreed there are opportunities to work collaboratively with association of counties to comprehensively outline the benefits SWCDs bring to the economy, recreation, quality of life for the county and shared constituents.	8-0
2	SWCD Authority to Incur Debt	Pennington	Members understand issues related to office space, especially as staffing needs increase.	7-1
3	Statutory Funding Authority for Soil & Water Conservation Districts	Anoka	Members were interested in seeing legislative efforts remaining focused on SWCD Aid. It is established now, but not sufficient, particularly in the future year appropriations.	0-8
4	1W1P Implementation Support	Washington	Those with “no” votes explained that’s due to lack of clarity around what it would mean for BWSR to “develop” 1W1P examples. If BWSR is compiling, that would be ok, but not prescriptive to-dos	3-5
5	Groundwater Conservation Policy and Funding	Anoka	One member abstained. Many recognize this is an area where districts could be more empowered to take on a leadership role, where they are interested in doing so. Groundwater issues are so unique to each community, the challenges vary greatly across the state.	6-1
6	DNR Conservation Partners Legacy Grant Staff Limit Variance	Anoka	Members largely support this policy and only had questions about whether the staff limit percentage should be only for implementation labor or grant administration or both.	7-0
7	DNR Shoreline Protection Emergency Task Force	Washington	All agreed natural vegetative solutions are preferred over armored shorelines.	6-0
8	Ag BMP Loan Program	Yellow Medicine	With limited dollars available, demand always exceeds supply. It’s fair to allow and encourage SWCDs to develop ways to prioritize the funding.	8-0
9	LGU Collaboration for BWSR Policies	Washington	Members had questions about intent. All agreed policy changes mid-way through planning is extremely problematic. Some additional communication back and forth through board conservationists seems like an option.	0-8

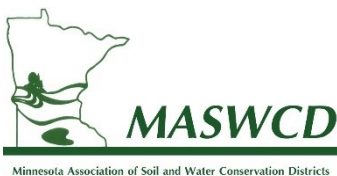
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#	Resolution Title	Authoring SWCD	Committee Comments	Cmte Vote
10	Additional Funding to Support Existing Cooperative Weed Management Area Groups	Wabasha	Another option shared was increasing state cost-share, with its increased flexibility. Then if this was a priority issue, a district could choose to put resources toward it. Some members were concerned additional funds for this would incentivize creation of more CWMAs and then only spread the funding thinner.	2-6
11	Change Technical Service Area Funds Matching Requirement	Beltrami	Members understood for at least one TSA, this matching requirement is just shuffling money around. But questions were raised as to whether capacity was truly increased in TSAs where there are no actual staff.	4-4
12	Prescribed Burns for Habitat Management Liability	Washington	All members extremely supportive of prescribed burns as a management tool, but many were uncomfortable with SWCDs doing this work or seeking legislative change around liability coverage for this highly regulated and insured area of conservation work.	3-5
13	Recreational Harvest Limits & Spawning Protection for Native Rough Fish	Aitkin	Value of native rough fish as part of our fisheries was understood. Role of SWCDs in this area of natural resources management a bit unclear.	2-6
14	Outdoor School for All Grant Program	Aitkin	Members see outdoor education as important for Minnesota youth. Working to support this particular grant program was seen as a little outside the SWCD mission by some members.	4-4
15	Environmental Quality Incentives Program – Funding to Field Office/Team for Local and Timely Decision Making	Wabasha	Members reviewed an update from NRCS noting the October timing change already occurred, and that elimination of batching periods would not be possible under current USDA requirements for ranking projects before selecting those for funding. MN has more ranking and funding pools than the majority of other states. Funding on first-come, first-served basis would not allow for adequate ranking to ensure quality projects are being funded.	0-8
16	Advocating Federal Funding for Forestland Protection	Becker, Hubbard, Wadena	Members support the intent of the resolution and noted the multi-faceted action items being outlined will require collaboration with several local, state, and federal agencies.	6-0
17	Human Resources Exploration for SWCDs	Isanti	Members recognize employee benefits and labor law has gotten more complex and this is an area in which districts need guidance.	7-1
18	Production of Video Explaining SWCD Supervisor Roles & Responsibilities	North St. Louis	Members saw development of a video to be a good recruitment and onboarding tool.	8-0
19	Support for Minnesota State Envirothon	Stevens	Strong support was shared for this program. No votes were concerned about the impact to the MASWCD budget and MASWCD staff time in finding sponsors and other funding options.	6-2

MASWCD Resolution Process

2023 RESOLUTION PACKET

proposed resolutions for action by the membership



Minnesota Association of Soil and Water Conservation Districts
www.maswcd.org

Things to consider during debate on resolutions

Relevance

- Is the proposed policy relevant to the mission, goals, and objectives of the organization?
- Does the policy address a real need?
- Is the policy consistent with the stated values of the board or program?
- Does it comply with administrative/legal requirements?

Effectiveness

- Will the proposed policy address the problem or need?
- Is this the best approach?
- Are there alternative policies?
- What are the costs/benefits of each alternative?

Capability

- Can the Association and/or members implement the activities suggested by the proposed policy?
- Will additional expertise be needed?

Costs/Resources

- How much will it cost to implement?
- Can funds be found to support it?
- Will the policy require reallocation of funds?
- What are the opportunity costs of this policy?

Ramifications

- What might be the unanticipated consequences of this policy? What might be the consequences of that choice for others? The side effects?
- How would the policy impact staff? Constituents? Funding?
- Is there community support?

Other?

- Supposing you can't have everything, what would you choose?
- Does anyone have a different view?
- What seems to be the key point here?

How would we know if we were successful in implementing it/what does success look like and is that vision of success articulated in the resolution?

ESTABLISHING A SHARED VALUE POSITION STATEMENT FOR LOCAL SWCD FUNDING

WHEREAS, funding for Soil and Water Conservation Districts (SWCDs) is a shared commitment of state and local financial resources; and

WHEREAS, this shared fund commitment is reflective of the water quality and soil health work of SWCDs, which provides value to those who visit the area for recreation and tourism, and also provides value to the local property tax payers who reside in and do business in the local communities within each SWCD; and

WHEREAS, funding to SWCDs from the state was established in the 2023 legislative session as a state aid with general funds; and

WHEREAS, funding to SWCDs from local resources is through county allocations; and

WHEREAS, the Association of Minnesota Counties (AMC) is the statewide association representing all 87 counties.

THEREFORE, BE IT RESOLVED that the MASWCD work with AMC to establish a shared value position statement that reflects the importance of county financial support of SWCDs.

FISCAL IMPACT STATEMENT: Medium workload. Estimated cost to MASWCD is \$3,000.00.

Submitted by: Mower SWCD

Area Association: Southeast Area 7

Date adopted: June 27, 2023

Reviewed by MASWCD Board of Directors

MASWCD Annual Convention

Date:

Date:

Action:

For additional information contact:

Cody Fox, Mower SWCD Manager, cody@mowerdistrict.org

SWCD AUTHORITY TO INCUR DEBT

WHEREAS, it may be more fiscally responsible for SWCDs to purchase a building instead of rent; and

WHEREAS, most SWCDs do not have the reserves to pay cash for a building; and

WHEREAS, SWCDs do not have the authority to enter into a lease-purchase agreement with a local bank, an equipment company, or other entity per *M.S. §465.71*; and

WHEREAS, the authority of a local unit of government to incur indebtedness is governed by statute; and

WHEREAS, under current statute, SWCDs do not have the authority to incur debt; and

WHEREAS, the Soil and Water Conservation District Aid recently passed by the MN State Legislature (*M.S. §477A.23*) allows for more stable funding.

THEREFORE, BE IT RESOLVED, that MASWCD work with the MN State Legislature to include in statute the ability of SWCDs to incur debt.

FISCAL IMPACT STATEMENT: This resolution would require legislative change. High Workload: Approximately 40 hours of time at \$75* per hour = \$3000

Submitted by: Pennington SWCD

Area Association: Northwest Area 1

Date adopted: June 20, 2023

Reviewed by MASWCD Board of Directors:

MASWCD Annual Convention

Date:

Date:

Action:

For further information, contact:

Peter Nelson, Pennington SWCD Manager, (218) 683-7075, Peter.Nelson@pennington.mnswcd.org

Background:

The Pennington SWCD has a need for more office space. We are currently co-located with USDA and feel our hands are tied, as they keep renewing their lease yearly. Even though the district has its own lease, there is no room to build an addition. We have pursued the option of a private party building a new office, but the cost of rent would make it fiscally irresponsible. We have also considered renting existing buildings in our city but have not found suitable space.

STATUTORY FUNDING AUTHORITY FOR SOIL AND WATER CONSERVATION DISTRICTS

WHEREAS, soil and water conservation district (SWCD) boards are accountable to the public through elections; and

WHEREAS, a well-functioning statewide natural resource conservation delivery system is necessary for clean water, productive forests and farmlands, abundant fish and wildlife, and outstanding outdoor recreation; and

WHEREAS, stable and sufficient local funding is a critical component for SWCD's to function efficiently and effectively as Minnesota's statewide natural resource conservation delivery system; and

WHEREAS, erratic funding results in inefficiencies from cycles of program building, dismantling and rebuilding; and

WHEREAS, state and federal grants for natural resource conservation projects and programs require local matching funds; and

WHEREAS, at the local level, water quality or other natural resource management efforts unsuccessfully compete for funding with city and county government priorities of transportation, public safety, health and human services, and economic development; and

WHEREAS, local funding inadequacy can result in failed SWCDs, which compromises the work undertaken downstream by other SWCDs and conservation entities.

THEREFORE, BE IT RESOLVED that the MASWCD acknowledges that for the statewide conservation delivery system to function well, and for each SWCDs efforts to be maintained, all SWCDs must be functioning well; and

BE IT FURTHER RESOLVED that the MASWCD shall actively pursue statutory funding authority for SWCDs to provide consistent and adequate local funding for natural resource conservation projects and programs.

FISCAL IMPACT STATEMENT: High Workload. 400 hours staff time @ \$75/hour = \$30,000

Submitted by: Anoka SWCD

Area Association: Metro Area 4

Date adopted: June 13, 2023

Reviewed by MASWCD Board of Directors:

MASWCD Annual Convention

Date:

Date:

Action:

For further information contact: Chris Lord, District Manager, Anoka SWCD (763) 434-2030 ext. 130

Explanation. State funding for SWCDs, regardless of whether it is from a grant program or the General Fund is subject to biennial uncertainty and often does not keep up with inflation. Although SWCDs have a stellar reputation throughout the state for delivering conservation, history has shown that natural resources management loses the budget battle to transportation, education, public safety and social services. The resultant instability undermines the ability of SWCDs to efficiently and effectively attend to the management of MN's natural resources, which are essential to our quality of life. SWCD Boards elected by and authorized to serve the public should have the autonomy and resources to provide public services and be accountable at the local level for the decisions they make through elections and the truth in taxation process. Authorizing statutory funding authority for SWCDs would provide a stable funding foundation upon which to sustain modest and effective natural resources management programs and services based on local expertise and local natural resource management priorities and needs.

1W1P IMPLEMENTATION SUPPORT

WHEREAS, Soil and Water Conservation Districts (SWCDs) in Minnesota are the local government units charged with the planning, authorization, implementation, and management of conservation practices on the landscape; and

WHEREAS, Minnesota Statutes, Chapter 103C.331, subdivision 11, Comprehensive Plan, authorizes Minnesota Soil and Water Conservation Districts to develop and implement a comprehensive plan; and

WHEREAS, 1W1P legislation and funding has been proceeding for multiple years; and

WHEREAS, the State is investing millions to develop 1W1P Comprehensive Management Plans; and

WHEREAS, many 1W1P ultimately include many of the same implementation programs and priorities; and

WHEREAS, there are many opportunities to improve efficiency and effectiveness of 1W1P through information sharing; and

WHEREAS, there is a need for plan implementation guidance; and

WHEREAS, significant duplication of effort can be avoided with sample implementation programs encouraged at the beginning of the 1W1P planning process as well as 1W1P updates; and

WHEREAS, there are some implementation programs that could and should be implemented in every 1W1P.

THEREFORE, BE IT RESOLVED, MASWCD requests BWSR to develop 1W1P IMPLEMENTATION EXAMPLES and support for priority implementation programs to support the State's goals to protect and enhance healthy water resources while improving government efficiencies.

Fiscal Impact Statement: Medium-High Workload \$2,500

Submitted by: Washington Conservation District

Area Association: Metro Area 4

Date adopted: June 13, 2023

Reviewed by MASWCD Board of Directors

MASWCD Annual Convention

Date:

Date:

Action:

For further information contact: Jay Riggs, WCD Manager, 651-796-2229

GROUNDWATER CONSERVATION POLICY AND FUNDING

WHEREAS clean and plentiful groundwater resources are critical to meet the general use and consumption needs of 73% of Minnesotans, and

WHEREAS current funding sources and programs focus on groundwater water quality and not groundwater quantity, and

WHEREAS recent groundwater level depletion has drawn attention to the vulnerability of groundwater supplies throughout MN, which has led to wells drying up, severe use restrictions, crop production losses, and diminished levels in lakes and river baseflow, and

WHEREAS efforts by out-of-state private firms and government entities to mine and sell Minnesota groundwater have also brought the public's attention to the need for policies and/or legislation to protect MN's groundwater supplies, and

WHEREAS low groundwater levels also highlighted the need for program funding and expertise to complete groundwater conservation planning, lead groundwater collaborations at the aquifer recharge level, and develop local groundwater conservation programs,

THEREFORE, BE IT RESOLVED that the MASWCD will work with state agencies and/or the MN Legislature to establish policies and remove barriers to effectively conserve MN's groundwater supplies,

BE IT FURTHER RESOLVED that MASWCD will work to develop funding mechanisms, such as MN DNR groundwater use fees, to enable local conservation planning, lead and coordinate groundwater collaborations at the aquifer level, and develop local groundwater conservation programs.

FISCAL IMPACT STATEMENT: High Workload. 120 hours staff time @ \$75/hour = \$9,000

Submitted by: Anoka SWCD

Area Association: Metro Area 4

Date adopted: June 13, 2023

Reviewed by MASWCD Board of Directors:

MASWCD Annual Convention

Date:

Date:

Action:

For further information, contact: Chris Lord, District Manager, Anoka SWCD (763) 434-2030 ext. 130

Explanation

Within the seven-county metropolitan area, counties have had the authority to complete groundwater planning for nearly 30 years; of the seven counties, three have opted to do so. The last several years of dry wells, contaminated wells, and drying up creek beds and water bodies has shown clearly that groundwater management is worth the attention of SWCDs and our local partners. Effective groundwater management needs to be led by local governments collaborating at a regional scale to ensure a bottom-up approach. There are jurisdictional, policy and funding barriers to overcome and MASWCD, acting on behalf of SWCDs throughout MN, is the optimal entity to make change happen. Funding for local action must include planning, coordination, collaboration, and implementation.

DNR CONSERVATION PARTNERS LEGACY GRANT STAFF LIMIT VARIANCE

WHEREAS, the DNR Conservation Partners Legacy (CPL) grant program funding from the Outdoor Heritage Fund (OHF) is intended to enable local grantees to effectively manage ecological resources; and

WHEREAS, CPL grant policies limit total grantee staff reimbursement, including administration, project management, and on-the-ground work, to no more than 7.5% of the grant total, presumably to ensure grant funds are used efficiently and directed to on-the-ground efforts; and

WHEREAS, the 7.5% staff limit often forces grantees to hire expensive contractors instead of using SWCD staff to coordinate volunteers, oversee ‘sentenced to serve’ workers, or do the work themselves; and

WHEREAS, it is often more cost-effective, and therefore in the public interest, to pursue SWCD staff led alternatives for installation of projects that are high in labor and low in direct expenses such as invasive species treatment, cedar tree revetments, plantings, restoration site prep, and riparian/shoreland buffer establishment.

THEREFORE, BE IT RESOLVED that the MASWCD work with MN DNR, and if necessary, the MN Legislature, to modify CPL grant policies or statutes to allow for a variance from the 7.5% staff limit in cases where the grantee can demonstrate that it is more cost-effective to do so.

FISCAL IMPACT STATEMENT: High Workload - 40 hours staff time @ \$75/hour = \$3,000

Submitted by: Anoka SWCD

Area Association: Metro Area 4

Date: June 13, 2023

Reviewed by MASWCD Board of Directors

Date:

MASWCD Annual Convention

Date:

Action:

For further information, contact: Chris Lord, District Manager, Anoka SWCD (763) 434-2030 ext. 130

Explanation

The objective of this resolution is consistent with DNR’s intent of maximizing efficiency and project deliverables utilizing CPL funds. The current policy inadvertently compels the use of private contractors, even when it is less cost-effective to do so. The option of a variance from staff reimbursement limits provides DNR and grantees the option of taking advantage of less costly in-house staff resources. This is consistent with the Public Interest Finding process used by MN Dept. of Transportation and other agencies.

Example Scenarios:

An SWCD routinely installs cedar tree revetments. Assuming the trees are donated, projects costs are roughly 10% materials and 90% staff. The following table shows actual cost estimates to install a revetment utilizing SWCD staff with and without the requested variance and using a private contractor. It includes the cost to both DNR and the SWCD and the likely project outcome.

Scenarios to install a cedar tree revetment

Expense	SWCD Staff Installed w/o Variance	Private Contractor Installed	SWCD Staff Installed w/ Variance
Materials	\$500	\$750	\$500
Labor	\$4,500	\$10,000	\$4,500

Partner Cost

Max DNR Reimbursement	\$535	\$9,773	\$4,545
SWCD Match	\$4,465	\$977	\$455

Project Outcome	Project not installed due to cost to SWCD.	DNR and SWCD pay double what is needed.	Project gets installed cost-effectively.
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DNR SHORELINE PROTECTION EMERGENCY TASKFORCE

WHEREAS, Soil and Water Conservation Districts (SWCDs) in Minnesota are the local government units charged with the planning, authorization, implementation, and management of conservation practices on the landscape; and

WHEREAS, Minnesota Statutes, Chapter 103C.331, subdivision 11, Comprehensive Plan, authorizes Minnesota Soil and Water Conservation Districts to develop and implement a comprehensive plan; and

WHEREAS, the MN DNR has control over Protect Waters; and

WHEREAS, SWCDs strive to stabilize shorelines while enhancing fish and wildlife habitat; and

WHEREAS, the State is investing millions to protect shorelines; and

WHEREAS, healthy shorelines continue to disappear through shoreline vegetation removal and excessive hard armoring; and

WHEREAS, DNR General Permits for rip-rap and sand blankets result in significant negative impacts to natural shorelines; and

THEREFORE, BE IT RESOLVED, MASWCD requests DNR to form an EMERGENCY TASKFORCE to work with local partners to change the General Permit program to support the State's goals to protect and enhance healthy shorelines

Fiscal Impact Statement: Medium-High Workload \$2,500

Submitted by: Washington Conservation District

Area Association: Metro Area 4

Date adopted: June 13, 2023

Reviewed by MASWCD Board of Directors

MASWCD Annual Convention

Date:

Date:

Action:

For further information contact: Jay Riggs, WCD Manager, 651-796-2229

AgBMP REVOLVING LOAN PROGRAM

WHEREAS, Minnesota Statutes 17.117 enacts an Agricultural Best Management Practices Revolving Loan Program for pollution prevention, water quality improvement, and addressing other local environmental concerns; and

WHEREAS, local government units, including Soil and Water Conservation Districts may enter into agreements with the Commissioner of Agriculture to implement the program locally; and

WHEREAS, the program currently revolves over \$77,000,000 through loans in partnership with local lenders to fulfill its purpose; and

WHEREAS, Minnesota Statutes 17.117 requires local government units determine eligibility for proposed financing among other duties; and

WHEREAS, interpretation of priority by local government units varies widely across Minnesota; and

WHEREAS, local influence and a degree of autonomy in implementation of the program is beneficial; and

WHEREAS, demand for and usage of the program and its relatively low interest rates has and is expected to continue increasing; and

WHEREAS, certain local government units commonly fund projects up to the maximum lending limit for financing on equipment and projects required for normal agricultural operations, but not necessarily benefitting water quality. For Example: an entire corn planter may cost \$200,000, but the parts to make it no till friendly are only \$50,000. Sometimes, the whole thing is financed. A new combine may cost \$750,000 and the chopping corn head to manage residue may only cost \$15,000. Structural projects also present this type of scenario.

THEREFORE, BE IT RESOLVED, that MASWCD advocate for local government units to adopt local comprehensive policy for local implementation of the AgBMP Loan Program identifying comprehensive local water or watershed management plan priorities as higher priority for eligibility; and

BE IT FURTHER RESOLVED, that MASWCD advocate for growth in funding in proportion to increased demand and inflationary factors.

BE IT FURTHER RESOLVED, that MASWCD advocate for local government units to provide information on all Minnesota Department of Agriculture financing options when receiving an application for financing.

BE IT FURTHER RESOLVED, that MASWCD advocate for change in statute prohibiting the use of AgBMP financing for any work involving a Minnesota Statute 103E drainage system.

FISCAL IMPACT STATEMENT: High Workload

Submitted by: Yellow Medicine SWCD

Area Association: Southwest Area 5

Date adopted: June 15, 2023

Reviewed by MASWCD Board of Directors

MASWCD Annual Convention

Date:

Date:

Action:

For further information, contact: Tyler Knutson, Yellow Medicine SWCD Manager, 320-669-4442 Ext: 3, tyler.knutson@co.ym.mn.gov

LGU COLLABORATION FOR BWSR POLICIES

WHEREAS, Soil and Water Conservation Districts (SWCDs) in Minnesota are the local government units charged with the planning, authorization, implementation, and management of conservation practices on the landscape; and

WHEREAS, Minnesota Statutes, Chapter 103C.331, subdivision 11, Comprehensive Plan, authorizes Minnesota Soil and Water Conservation Districts to develop and implement a comprehensive plan; and

WHEREAS, Minnesota Statutes, Chapter 103B.301, Comprehensive Local Water Management Act, authorizes Minnesota Counties to develop and implement a local water management plan; and

WHEREAS, Minnesota Statutes, Chapter 103B.301, Comprehensive Local Water Management Act, authorizes Minnesota Watershed Management Organizations to develop and implement a local water management plan; and

WHEREAS, Minnesota Statutes, Chapter 103D.401, Watershed Management Plan, authorizes Minnesota Watershed Districts to develop and implement a watershed management plan; and

WHEREAS, the Minnesota Board of Soil and Water Resources develops policies for coordination and development of comprehensive watershed management plans, also known as One Watershed, One Plan; Metro Watershed-based Funding; Clean Water Fund implementation; and multiple other programs; and

WHEREAS, the local government roundtable and other advisory committees are well-established groups to provide input to BWSR; and

WHEREAS, many 1W1P policies are implemented without LGU input; and

WHEREAS, BWSR has a long history of collaboration to develop policies; and

THEREFORE, BE IT RESOLVED, MASWCD requests BWSR establish a process for obtaining LGU input on State program policies and guidance documents prior to their adoption when the program requires implementation by LGUs; and

BE IT FURTHER RESOLVED, new policies should be released in a way that does not change LGU requirements in the middle of a planning process; and

BE IT FURTHER RESOLVED, BWSR will work with LGUs to review and update current 1W1P policies.

Fiscal Impact Statement: Medium-High Workload \$2,500

Submitted by: Washington Conservation District

Area Association: Metro Area 4

Date adopted: June 13, 2023

Reviewed by MASWCD Board of Directors

MASWCD Annual Convention

Date:

Date:

Action:

For further information contact: Jay Riggs, WCD Manager, 651-796-2229

**COOPERATIVE WEED MANAGEMENT AREA FUNDS – ADDITIONAL LEGISLATIVE FUNDING TO SUPPORT
EXISTING CWMA GROUPS**

WHEREAS, Cooperative Weed Management Areas (CWMAs) are partnerships of federal, state, and local government agencies along with tribes, individual landowners and various other interested groups that manage noxious weeds or invasive plants in a defined area; and

WHEREAS, Cooperative Weed Management grants currently provide funding to manage invasive species across LGU boundaries, control emerging weed threats, and facilitate the removal of invasive species; and

WHEREAS, the organization and coordination of the CWMA require an entity to facilitate the effort; and

WHEREAS, the current competitive grant process may result in an established CWMA losing funding that helps to cover the cost of facilitation and some work prioritized by the CWMA; and

WHEREAS, invasive species most often need ongoing management and missing treatment years sets back progress; and

WHEREAS, management of invasive species is a concern in cropland, recreational areas, and for public health; and

WHEREAS, the administrator of the established CWMA group requires continual uninterrupted funding to continue coordinating the group, technical staff time, and targeted projects; and

WHEREAS, the maximum grant request amount of \$15,000 has not changed in some time and costs of staff and treatment have increased.

THEREFORE, BE IT RESOLVED, that MASWCD will support the promotion and request increased legislative funding and increase to \$20,000 per each Cooperative Weed Management Area fiscal agent through a non-competitive process. Agents would include currently funded, past funded, or newly created groups with a cooperative agreement in place.

FISCAL IMPACT STATEMENT: High Workload. This resolution would require legislative advocacy for state funding increases to the program based upon a flat rate amount per existing CWMA.

Submitted by: Wabasha SWCD

Area Association: Southeast Area 7

Date adopted: June 27, 2023

Reviewed by MASWCD Board of Directors

MASWCD Annual Convention

Date:

Date:

Action:

For further information contact: Terri Peters, Wabasha SWCD District Manager: terri.peters@mn.nacdnet.net
Phone: 651-560-2044

MINNESOTA TECHNICAL SERVICE AREA GRANT MATCH ELIMINATION

WHEREAS, the Technical Service Areas (TSAs) of Minnesota are Joint Powers Boards of SWCDs that were established in part to provide technical assistance and effective and efficient engineering to and through member SWCDs, in cooperation with the USDA NRCS, BWSR and other local, state, and federal government units; and

WHEREAS, the TSAs are a critical component of the conservation delivery system in Minnesota for conservation on private lands, with the associated benefits to water quality, wildlife habitat, agricultural productivity, and sustainability; and

WHEREAS, the TSAs receive base grants from BWSR to provide these services and BWSR requires a 10% match for this base funding.

THEREFORE, BE IT RESOLVED, that MASWCD work with BWSR to eliminate the 10% base grant funding match requirement for TSAs as it is like the base funding grants for SWCDs, NRBG Block Grants, Increased Local Capacity, and other types of base grants.

BE IT FURTHER RESOLVED, that the intention of leveraging non-State dollars has been met many times over with the types of projects and services that the TSAs have assisted with.

FISCAL IMPACT STATEMENT. Medium-Low Workload: Approximately 10 hours of time at \$75* per hour = \$750

Submitted by: Beltrami SWCD

Area Association: North Central Area 8

Date adopted: June 23, 2023

Reviewed by MASWCD Board of Directors

MASWCD Annual Convention

Date:

Date:

Action:

For further information, contact:

Brent Rud, District Manager Beltrami SWCD, 218-333-4158, brent.rud@co.beltrami.mn.us

Background:

With the shifting organizational structures used by TSAs it has become administratively burdensome to track the match source and show the match in E-link reporting. The organizational structure chosen by TSA 8 is a structure without TSA staff. This means that the member SWCDs write a check to the TSA for their portion of the 10% match and then receive that same money back from the TSA to go towards providing technical assistance or engineering assistance. It doesn't make sense to for each SWCD to pay for the match. The purpose of the grant is to assist SWCD's and landowners in their jurisdiction address environmental issues and the requirement of a match seems to be at odds with the purpose. TSAs also provide technical support for other State Grants (WBIF, CWF competitive, etc...).

PRESCRIBED BURNS FOR HABITAT MANAGEMENT LIABILITY

WHEREAS, SWCDs work with landowners to implement habitat restoration practices; and

WHEREAS, prescribed burns are one of the most efficient and effective land management tools to manage restorations and native plant communities; and

WHEREAS, prescribed burns reduce the use of toxic chemicals; and

WHEREAS, significant liability concerns and costs of liability insurance limit the use of prescribed burns as well as the lack of prescribed burn certification standards.

THEREFORE, BE IT RESOLVED, MASWCD will advocate for legislative changes to increase clarity in prescribed burn liability and create tiered liability standards for prescribed burn practitioners.

Fiscal Impact Statement: High Workload. This resolution would require legislative change.

Submitted by: Washington Conservation District

Area Association: Metro Area 4

Date adopted: June 13, 2023

Reviewed by MASWCD Board of Directors

MASWCD Annual Convention

Date:

Date:

Action:

For further information contact: Jay Riggs, WCD Manager, 651-796-2229

ESTABLISHMENT OF RECREATIONAL HARVEST LIMITS AND SPAWNING PROTECTION FOR NATIVE ROUGH FISH

WHEREAS, Minnesota's native Rough Fish have no established fishing or spawning protection; and

WHEREAS, this has placed some species at the serious risk of depletion; and

WHEREAS, native fish provide ecological benefits, including combating invasive species and as food to game fish; and

WHEREAS, SWCDs in partnership with the DNR, Counties, and local interest groups are responsible for the vitality of the natural resources in their jurisdiction, including combating invasive species, and sustaining healthy lakes.

THEREFORE, BE IT RESOLVED, that the MASWCD take an active role in supporting and encouraging the Minnesota DNR as they work to establish harvest limits and spawning protection for native rough fish species.

Fiscal Impact Statement: Medium Low Workload as it just calls for advocacy. \$ 750

Submitted by: Aitkin County SWCD

Area Association: Northeast Area 3

Date Adopted: June 9, 2023

Reviewed by MASWCD Board of Directors

Date:

MASWD Annual Convention

Date:

Action:

For further information contact:

Janet Smude, District Manager, (218) 927-7284, smude.aitkinswcd@gmail.com

OUTDOOR SCHOOL FOR ALL

WHEREAS, Minnesota is known for its rich outdoor heritage and ethic. We pride ourselves on our close connection to nature through outdoor recreation, appreciation, and conservation.

WHEREAS, the State's children are losing their connect to the outdoors like never before. It is documented and proven that time outdoors helps children thrive. All children deserve access to outdoor spaces where they can learn, play, and grow.

THEREFORE, BE IT RESOLVED, that the MASWCD supports the State in the establishment of a statewide Outdoor School for All grant program to provide immersive, multiday, accredited overnight education program experiences for students in grades 4 to 8, to ensure that all students have a chance to benefit from outdoor education.

Fiscal Impact Statement: This resolution would likely require monitoring of legislative initiatives in order to bring support to a program with the above criteria. Medium High Workload.

Submitted by: Aitkin County SWCD

Area Association: Northeast Area 3

Date adopted: June 9, 2023

Reviewed by MASWCD Board of Directors

MASWCD Annual Convention

Date:

Date:

Action:

For further information contact: Janet Smude, District Manager, (218) 927-7284, smude.aitkinswcd@gmail.com

ENVIRONMENTAL QUALITY INCENTIVES PROGRAM – ALLOCATE BLOCK OF FUNDING TO FIELD OFFICE/TEAM FOR LOCAL AND TIMELY DECISION MAKING

WHEREAS, the Environmental Quality Incentives Program funding requires a number of advanced steps and a long waiting period between applying, planning, ranking, and contract obligations; and

WHEREAS, the current EQIP process results in staff trying to process cumbersome and questionably unnecessary paperwork and/or processes within a very limited timeframe; and

WHEREAS, funding and ranking for many practices on a local level has improved due to funds being allocated at a team level based upon local work group priorities led by the SWCD; and

WHEREAS, Soil and Water Conservation Districts (SWCDs partner with the Natural Resources Conservation Service (NRCS) to leverage program funding and SWCDs have local decision-making authority in a timely manner to deliver programs in an ongoing manner; and

WHEREAS, all projects must be deemed as relevant to address identified resource concerns, designed and constructed in accordance with NRCS practice standards by individuals with approved Job Approval Authority; and

WHEREAS, considerable funding will be coming through the Inflation Reduction Act (IRA) and multiple State of Minnesota initiatives to address a multitude of current resource concerns and a strong partnership between NRCS and SWCDs will be necessary for implementation; and

WHEREAS, it would be more effective if the local NRCS teams had decision making authority to approve projects in a more on a first come first serve basis for eligible projects and eliminate batching periods that force a big workload into a limited space of time for staff. This creates bottlenecks from the bottom up at NRCS. This results in missing deadlines (for landowners and staff), long waiting periods, missing construction times that result in even longer waits.

THEREFORE, BE IT RESOLVED, that MASWCD will support the promotion and work with State NRCS partnership to eliminate annual batching periods and allow a block of funds for EQIP practices to each local field office and/or Area Team for local and more immediate decision making; and

THEREFORE, BE IT RESOLVED, that if eliminating ranking periods is not possible, change timeline so that the first ranking period is in October allowing for screening and ranking much earlier in the fiscal year. This could also allow for additional ranking periods throughout the year pending available funds; and

THEREFORE, BE IT RESOLVED, that MASWCD will support the promotion and work with State NRCS partnership to evaluate the current process and eliminate or streamline steps to be more efficient for conservation delivery for both staff and landowners.

FISCAL IMPACT STATEMENT: Advocacy with NRCS by MASWCD, low workload. Potentially high workload for evaluating processes for NRCS administration.

Submitted by: Wabasha SWCD

Area Association: Southeast Area 7

Date adopted: June 27, 2023

Reviewed by MASWCD Board of Directors

MASWCD Annual Convention

Date:

Date:

Action:

For more information contact: Terri Peters, Wabasha SWCD Manager: terri.peters@mn.nacdnet.net, 651-560-2044

ADVOCATING FEDERAL FUNDING FOR FORESTLAND PROTECTION

WHEREAS, the State Legislature directed the BWSR to implement the comprehensive local water plan law which includes the development of One Watershed One Plan (1W1P) Program for all major watersheds in the state by 2025; and

WHEREAS, there are many public and private benefits to aligning the management of forest resources through landscape stewardship plans (LSPs) with comprehensive local water planning and implementation in conjunction with private forest management on a statewide basis; and

WHEREAS, the watershed based LSPs recommend two primary goals including forestland protection (goal 1) and increased forest management (goal 2); and

WHEREAS, SWCDs in partnership with DNR, BWSR, NRCS and other relevant entities have worked together to assist family forest landowners in both the protection and management of their forested lands; and

WHEREAS, one of the best ways to protect water quality while sequestering carbon is the protection and reforestation of today's open lands, private tracts that once were forested; and

WHEREAS, it is recognized that forestland protection is a significant strategy to help incentivize landowners to increase their investment in managing their woodlands including reforestation; and

WHEREAS, State legacy and LCCMR funding generally require restoration work be done on permanently protected lands and that there are not adequate protected openlands to support the state's reforestation and climate change/carbon sequestration goals.

THEREFORE, BE IT RESOLVED, that the MASWCD:

1. Support the development of a multi-phased, long-term forestland protection initiative that seeks to co-invest federal funding through the IRA RCPP program and with state Legacy funding and the MN Sustainable Forest Incentives Act (SFIA) to implement the forestland protection goals in 1W1Ps and LSPs.
2. Encourage BWSR serve as the applicant for these federal funding proposals to NRCS through the RCPP program for forestland protection in partnership with DNR Forestry and SWCDs.
3. Provide letters of support to NRCS for the RCPP funding proposals for forestland protection through the BWSR RIM program and the DNR Forest Legacy/Forests for the Future Program.
4. Advocate the strengthening of working relationships by the DNR and its Private Forest Management Program (PFM) with BWSR, SWCDs, NRCS, consulting foresters, and environmental organizations to increase and enhance the effective delivery of forestry services to private landowners across the state.
5. Encourage NRCS to direct the implementation of EQIP forestry practices in ways that support and compliment the implementation of 1W1Ps and LSPs in cooperation with the DNR PFM Program.

FISCAL IMPACT STATEMENT. Medium-High Workload: Approximately 20 hours of time at \$75* per hour = \$1500

Submitted by: Wadena, Hubbard, Becker SWCDs

Area Association: NC Area 8, NW Area 1

Date adopted: June 23, 2023, June 20, 2023

Reviewed by MASWCD Board of Directors

MASWCD Annual Convention

Date:

Date:

Action:

For further information, contact: Tom Schulz, Wadena SWCD Supervisor, at tschulz@wcta.net
Bryan Malone, Becker SWCD Administrator: bryan.malone@co.becker.mn.us, 218-846-7360

HUMAN RESOURCES EXPLORATION FOR SWCDS

WHEREAS, Soil and Water Conservation Districts need to hire and retain resource professionals to continue to meet increasing natural resource protection and restoration demands; and

WHEREAS, the number of Soil and Water Conservation Districts employees has increased from approximately 368 in 2008 to 474 in 2022; and

WHEREAS, human resource management expertise and policies help employees feel safe, valued, and supported; and

WHEREAS, with this growth in demand for human resources services and support, the resources currently available from statewide, regional or local organizations are insufficient to assist Soil and Water Conservation District with their needs; and

WHEREAS, Soil and Water Conservation Districts need reliable human resources assistance for issues such as employee rights and fair treatment, dispute resolution, compliance with local state and federal employment laws, and hiring and retaining new employees.

THEREFORE, BE IT RESOLVED that MASWCD form a committee of SWCDs to identify common Human Resource gaps and explore opportunities that adequately address them.

FISCAL IMPACT STATEMENT: High Workload: Approximately 40 hours of time at \$75* per hour = \$3000

Submitted by: Isanti SWCD

Area Association: Metro Area 4

Date adopted: June 13, 2023

Reviewed by MASWCD Board of Directors

MASWCD Annual Convention

Date:

Date:

Action:

For further information, contact:

Tiffany Determan, Isanti SWCD, 763-689-3271, tdeterman@isantiswcd.org

Background:

As the number of SWCD employees continues to increase, there is a rising need for human resource assistance to maintain and support employees. Human Resources assistance needs are wide-ranging and likely vary from County to County. The goal of this resolution is to identify State-wide needs and to explore options to address overlapping issues.

**PRODUCTION OF VIDEO EXPLAINING ELECTED SWCD SUPERVISOR
ROLES & RESPONSIBILITIES**

WHEREAS, Minnesota Statutes 103C.315 requires 5 or 7 elected supervisor for each Soil & Water Conservation District in the state; and

WHEREAS, roles and responsibilities of elected supervisors are generally unknown; and

WHEREAS, an informational video outlining supervisor roles and responsibilities could benefit all SWCDs in the state by providing a useful tool to advise potential supervisor candidates of their roles and responsibilities if elected.

THEREFORE, BE IT RESOLVED, that MASWCD contract with a video production firm to produce a video explaining elected SWCD Supervisor roles and responsibilities, that would be housed on the MASWCD website and linked to by SWCDs.

FISCAL IMPACT STATEMENT. High Workload with costs associated with hiring a professional videographer.

Submitted by: North St. Louis SWCD

Area Association: Northeast Area 3

Date adopted: June 9, 2023

Reviewed by MASWCD Board of Directors

MASWCD Annual Convention

Date:

Date:

Action:

For further information, contact:

Gary Rantala, Vice Chair, North St. Louis SWCD 218-984-3601 or gary.nslswcd@gmail.com

Background:

A video explaining the roles and responsibilities of elected SWCD supervisors would provide potential candidates a better understanding of the role a supervisor plays in conservation. Ideally, persons considering a run for public office would benefit by knowing more about the office they seek. This video could be housed on the MASWCD website and SWCDs could each add a link to it on their websites.

SUPPORT FOR MINNESOTA STATE ENVIROTHON

WHEREAS, both MASWCD and SWCDs across the state are committed to educating Minnesota citizens about natural resource management; and

WHEREAS, youth are the future protectors and managers of Minnesota's natural resources; and

WHEREAS, the Minnesota State Envirothon provides an excellent opportunity for natural resources-based youth education in Minnesota that often leads to future conservation-related careers; and

WHEREAS, MASWCD and SWCD staff have limited hours available for seeking event funding from sponsors and additional sources;

THEREFORE, BE IT RESOLVED, the MASWCD add a line item to their budget each year which fully funds the Minnesota State Envirothon.

FISCAL IMPACT STATEMENT. Workload for MASWCD staff likely low, though impact to MASWCD budget potentially \$15,000 to \$20,000.

Submitted by: Stevens SWCD

Area Association: West Central Area 2

Date adopted: June 6, 2023

Reviewed by MASWCD Board of Directors

MASWCD Annual Convention Date:

Date:

Date:

Action:

For more information, contact: Matt Solemsaas, Stevens SWCD Administrator, 320-589-4886 ext. 4, matt.solemsaas@stevensswcd.org

Background:

During the planning for their 2022 Annual Convention, the MASWCD made the decision to discontinue the annual Auction for Education, which has been a significant source of funding for the Minnesota State Envirothon. Without this major fundraising effort, additional outside sponsorships are needed to fund this event each year, which puts an additional burden on both MASWCD and SWCD staff. If the MASWCD includes a line item in their budget each year, SWCDs across the state, through their MASWCD dues, can share the cost of funding the state event and MASWCD and SWCD staff will not need to devote time to fundraising or seeking sponsorships. The event budget is typically between \$15,000-\$20,000, depending on venue.

The Minnesota State Envirothon program was started in 1994. Initially, the Minnesota Board of Water and Soil Resources coordinated the program. In 2011, MASWCD became the fiscal agent/sponsoring organization, with two SWCD employees coming forward to coordinate and carry out the event. In 2023, there were eight area events across the state with over 625 students competing. Each area event brings forward three to four teams to compete at the state level. The 2023 state event had 27 teams, up from 22 teams in 2022.

In 27 of the last 29 years, a team from Minnesota has qualified for and competed in the NCF National Envirothon. This event is North America's largest high school environmental education competition. The Envirothon is a hands-on environmental and natural resources problem solving competition for high school students. The program blends an in-class curriculum with an outdoor competition where students learn natural resource management techniques from professionals in the field. Students are exposed to real life environmental concerns and learn about environmental career opportunities. Participation promotes E-STEM (Environment, Science, Technology, Engineering, and Math) education, creates community awareness, fosters appreciation and respect for the natural world and fellow citizens, and expands students' leadership, knowledge and comprehension skills.

Contract Amendment Form

Organization: Wabasha SWCD	Contract Number: 21-Capacity-7	Amendment Number: 2	Amendment Type Date <input type="checkbox"/> Amount <input checked="" type="checkbox"/> Land Occupier <input type="checkbox"/> Practice <input type="checkbox"/> Other <input type="checkbox"/>
		Board Meeting Date: 9/28/2023	

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

State Grant Agreement Expiration Date: 11/30/2024 Original Contract Install Date: 11/1/22, 11/1/23, 11/1, 24

Amended Contract Install Date (If applicable): _____

Original Total Amount Authorized: \$3,260.00 Amended Total Amount Authorized: \$4,236.00

Original Estimated Project Cost: \$3,260.00 Amended Estimated Project Cost: \$4,236.00

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

The total amount authorized is increased from \$3,260 to \$4,236 due to an increase of 12.2 acres of practice (340-cover crops) installed (34 acres to 46.2 acres). The payment rate remains at \$40/acre.

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

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

Date 9-27-2023	Land Occupier Allan Moring
Date	Landowner, if different from applicant

Technical Assessment and Cost Estimate

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

Date 9/27/2023	Technical Assistance Provider John B...
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Organizational Approval

Date	Authorized Signature
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*Attach this form to the Conservation Practice Assistance Contract

JOIN US FOR A FIELD DAY

Carbon Markets, Kernza®, and Water Quality

October 11, 2023 from 12:00pm to 3:30pm

White Barn Acres Farm, 19100 641st St, Kellogg, MN 55945



Join us at White Barn Acres for a Carbon Markets, Kernza®, and Water Quality field day to learn about emerging profit opportunities in farming. You'll learn about:

- Continuum Ag, a regenerative ag company providing farmers with carbon intensity scoring and agronomy services for soil health success;
- The new perennial dual use forage/grain crop, Kernza®, its emerging markets, and how it reduces nitrate leaching into drinking water, and benefits surface water quality;
- The Minnesota Ag Water Quality Certification Program (MAWQCP) and how it has helped local Minnesota farmers.

Registration is available on our website. This free event will be held rain or shine with indoor facilities and includes a meal.

Questions? Contact Alan Kraus, Clean River Partners Conservation Program Manager, at alan@cleanriverpartners.org or (507) 786-3913

This event is supported by AFRI Sustainable Agricultural Systems Coordinated Agricultural Project grant no. 2020-68012-31934 from the USDA National Institute of Food and Agriculture.

Top Photo from Clean River Partners: Kernza® harvest, Kaleb Anderson Farm in Cannon Falls, MN. Left Photo from White Barn Acres: Host farmers, Matt & Seth Tentis in Kellogg, MN.



SCAN QR CODE OR
CLICK LINK BELOW
TO REGISTER

[cleanriverpartners.org/
events/](https://cleanriverpartners.org/events/)



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