Please call office at 651-560-2053 or email <u>susan.cerwinske.wabashaswcd@gmail.com</u> 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
February 22, 2024
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. Huneke Dairy Inc. voucher payment for Contract# 2022-WAGZ-WC-9 in the amount of \$800.00 for 2nd year cover crops,
 - (Funding source: Watershed Alliance for the Greater Zumbro (WAGZ)
- B. SE SWCD Technical Support JPB sub-agreement for MAWQCP funds in the amount of \$50,000.00. Contract dates of 1/01/2024 to 12/31/2025
- Freeborn County SWCD sub-agreement for MAWQCP funds in the amount of \$2,500.00.

Contract dates 1/01/2024 to 12/31/2025.

VI. SECRETARY'S REPORT

A. January 25, 2024 Meeting Minutes – Board Action

VII. TREASURER'S REPORT - Board Action

- A. January District Financial Statements Included for your review
- B. Program Record

VIII. PAYMENT OF MONTHLY BILLS

A. Monthly Bills in the amount of \$23,679.18 - 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 the packet)
- E. District Technician Report- Matt Kempinger (in the 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 the packet)
- BWSR Report –
- J. Other agencies -

X. OLD BUSINESS

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

XI. NEW BUSINESS

- A. Drinking Water Protection in the Karst Region'
 Sub-Agreement between Fillmore SWCD and Wabasha SWCD Board Action
- B. Office Move Mitel Schule New 5-year lease amounts for 2024 Discussion
- C. Upcoming Events
 - i. 2024 SWCD Legislative Briefing- March 12 (Terri and Lynn)
 - ii. Day at the Capitol March 13 (Meet Legislators on your own.)

XII. Board Reports

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

XIII. Adjourn - Board Action

FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COS	ST INFO	RMATION				
Name:		eke Dairy Inc.				
Address:	PROTESTO CONTRACTOR	9 Cty 16 Blvd	de la compressión de la constantina	THE PERMITTER ST. J.	W. A. Charles and the second	Mark of Tolky and I have
City, State, Zip:	24/19/04/2004	thue, MN 55029	e same tra (Pour e Lande e la	and the second second second		
Contract No.:	2022	WAGZ-WC-9	Total Amount	Authorized:	\$4,800	0.00
	WOT DESCRIPTION		(from contract)		The state of the s	Andrew Committee of the
340.6		ctice	Quantity	Unit	Unit Rate	Total
340 Cover Crops - S	ingle spe		20.000	acres	\$40.00	\$800.00
					T REQUEST:	\$800.00
I certify that this is an ac	curate and	true summation of the above project,	which was complete	ed on:	10/19/2023	
Payee Signature	Dein	y by Paul H	weho	-	1-23.	-24_
PAYMENT AND CE	RTIFICAT	ION INFORMATION				
A. Type of reques	t (partial	or final):		Partial		
B. Payment amo	unt requ	ested:	Florida de la companya del companya de la companya del companya de la companya de	\$800.00		
C. Total Amount	Authoriz	ed:		\$4,800.00		
D. Total previous	partial p	payments:	Entrementario de Principal de Calendario de	\$1,600.00		
E. Amount availal	ble (C D)	And the second property and	\$3,200.00		
		nt Approved for This Voucher: not exceed Total Amount Authorized)	\$800).00		
identified under the Pra	on has bee ctice Infor	n performed and that the items mation section of this form have been with the requested practice standards	that to the best of	e reviewed this vo my knowledge ar	ucher and all supporting ad belief, the quantities of terms of the contract in	and rates are
DEAN THOM	NAS	Digitally signed by DEAN		0	1	
(Affiliate)		THOMAS (Affiliate) Date: 2024.02.08 07:52:29 -06'00'	Lu	san Cer	vike	
Technical Assistance Pr	ovider		Administrative Signature	2/8/2	24	
Date			Date			

LEON BYERS

Invoice

41123 670TH ST MAZEPPA MN 55956

Date	Invoice #
10/19/2023	470

Bill To	
HUNEKE DAIRY	
25409 CTY 16 BLVD	
GOODHUE MN 55027	

	P.O. No.	Terms	Project
-			

				1	
Quantity	Description		Rate		Amount
115	ACRES RYE SEEDING HOME FARM			22.00	2,530.0
8,280	LBS RYE SEED		e populario de la companio del companio de la companio della compa	0.20	1,656.0
58	ACRES RYE PLANTING STAIR FARM AND RANDY		CHARLES	22.00	1,276.0
4,175	LBS SEED	oust		0.20	835.0
	2500			er est est en en est	
	334.80 0°	S ual 9º	,e0		
			Total		\$6,297.0



Huneke Dairy Inc (Paul Huneke) Voucher and Contract

1 message

Rasmusson, Jenna - FPAC-NRCS, MN < Jenna.Rasmusson@mn.nacdnet.net>

Thu, Feb 8, 2024 at 10:25 AM

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

Hi Sue -

Attached is the payment voucher/invoice and contract for Huneke Dairy Inc. (Paul Huneke) for this month's board meeting. The invoice says 58 acres of rye planting, however Neil Stehr's signature was not on the contract, so we are unable to pay on those acres. 20 acres were planted at Randy's, so that is all we can certify.

Let me know if you have any questions on that. Thanks!

Jenna

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

2 attachments

2022WAGZ-WC-09 Huneke Dairy Inc_Contract - approved.pdf 813K

2022WAGZ-WC-09 Huneke Dairy Inc_Voucher 2023 - DS.pdf 250K

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT General Information

Organization:

Wabasha SWCD	2022WAGZ-WC- 9	non-state funds? YES NO	Amendment Board Meeting Da	ote(s):	Canceled Soard Meeting Date(s):
*if contract amended, attach amendment	form(s) to this contract.				
Applicant					
land Occupier Name Huneke Mareus (Paul) Huneke		25409 etyle 190th st Blod	City/State GCC -Lake C	dhup M	2ip code 55019 -55041
* If a group contract, this must be filed and signed	I by the group spokesperson as designated in the	group agreement and the group a	greement attached to thi	is form.	
Conservation Practic	e Location				
MERCHASIN Chesy	len	Township No: 0 5 - 111 -	Range No.: 110 13	Section No.	1/4,1/4 SW~
minimum of 1 years, is achieved described in the Operation an 2. Should the land occupier the amount up to 150% of the reasons beyond the land occupequivalent protection of the search of the totals land is transfer sponsibility of the landowned parties to the contract of the totals.	onsible for full establishment, objectives are met and the effect. The specific operation and Maintenance plan prepared fail to maintain the practice(stamount of financial assistance) is control, or if conservational and water resources, other party beform the signed this contract to ransfer.	operation, and main fective life, a dimaintenance required for this contract by solutions of the all advise the new owner advise the new owner fective on practices are applianced for the all advise the new owner fective owner fective the new owner fective in the all advise the new owner fective in the all advise the new owner fective in the new	ements for the the technical as life, the land or ete the practice ied at the land to rementioned er that this cont	conservation passistance provided in the composition of the composition of the construction of the constru	lied under this program to practice(s) listed are der. to the organization for failure was caused by ense that provide t shall be the and to notify other
 This contract, when appred practice(s) covered by this coutomatically terminated on the 	oved by the organization boat entract have not been complet nat date. must be supported by a-com adicates agreement to:	ord, will remain in effected by 11/1/2022, 11	ect unless cance	eled or amende /2024, this con	ed by mutual agreement. tract will be

Parl Lutra

Hunde Daig Inc.

Address, if different from applicant information:		9/19/	22	
		1 1		
onservation Practice	240			
he primary practice for which cost-share is requested is ractice standard(s) or eligible component	Engineered Practice:	☐ YEŞ	☑ NO	Units
				40 acres
Technical Assessment and Cost Estimate I have the appropriate technical expertise and have revie	Ecological Practice: wed the site where the abo	✓ YES ve-listed pr	□ NO	
Technical Assessment and Cost Estimate I have the appropriate technical expertise and have revie and find it is needed and that the estimated quantities are provider 1	wed the site where the abo	ve-listed pr asonable.	actice is to	be installed
Fechnical Assessment and Cost Estimate have the appropriate technical expertise and have revie and find it is needed and that the estimated quantities are Technical Assistance Provider Technical Assistance Provider Technical Assistance Provider The Company of the Cost Estimate Amount Authorized for Financial Assistance	wed the site where the abo	ve-listed pr asonable.	actice is to	be installed : \$40/acre/year
Technical Assessment and Cost Estimate I have the appropriate technical expertise and have revieur and find it is needed and that the estimated quantities are	wed the site where the abo	ve-listed pr asonable.	actice is to	be installed

WABASHA COUNTY SWCD

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

General Information

Governmental unit SE SWCD Technical Support JPB	Contact name Beau Kennedy	Requested amount of funding \$50,000
Address	City/State	Zip code
104 East 3 rd Avenue	Goodhue, MN	55027

Contract Information

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

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

Effective date period

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

611 Broadway Ave., Suite 10 Wabasha, MN 55981

Or

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

Contract Date 01-01-2024 to 12-31-2025. The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement. This agreement may be terminated by either party with or without cause, upon (30) thirty days' written notice directed to the other party. This is a Reimbursable Fund and funds will not be distributed until expended.

WABASHA COUNTY SWCD

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

Reporting

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

Applicant Signatures			
Board or Authorized Representative Signature		Board meeting date 2/5/24	Total Amount Requested X \$50,000
Southeast Area Certification Specialist			
Name My H W			Date 01/01/2024
Wabasha SWCD Authorization			
Board or Authorized Representative Signature	Во	2122/29	Total Amount Authorized \$ 50 (100)
	,	2/22/29 essent 1/	1/2024
(Starting with \$2,500.00 for funding with additional fund	ds that can be a	ndded.)	,
Amount Added: \$	Approved by:		
Amount Added: \$	Approved by:		
Amount Added: \$	Approved by:		

WABASHA COUNTY SWCD

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

General Information

Governmental unit Freeborn County SWCD	Contact name Brenda Lageson	Requested amount of funding X \$2,500.00
Address	City/State	Zip code
1400 West Main Street	Albert Lea, MN	56007

Contract Information

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

- Assist Area Certification Specialist (ACS) by obtaining applications and gathering necessary farm data needed by landowners to complete certification.
- Provide technical assistance to help landowners achieve certification, if no other cost share is available for Governmental Unit staff time.
- Attend program and assessment tool training provided by the ASC or other MAWQCP approved trainer, for staff to better deliver the MAWQCP in this region.
- Attend site visits with ACS to landowners interested in MAWQCP certification, as needed.
- Coordination and associated costs of MAWQCP promotion through activities pre-approved by the Wabasha SWCD and ACS. These activities can include general producer contacts, newsletters, local advertising related only to the MAWQCP, and events to promote MAWQCP.
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611 Broadway Ave., Suite 10 Wabasha, MN 55981

Or

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

Contract Date 01-01-2024 to 12-31-2025. The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement. This agreement may be terminated by either party with or without cause, upon (30) thirty days' written notice directed to the other party. This is a Reimbursable Fund and funds will not be distributed until expended.

Wabasha County SWCD Minnesota Agricultural Water Quality Certification Program

Minnesota Agricultural Water Quality Certification Program Request for Technical Assistance and Promotion Funds

Reporting

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

Appresur Signatures			
Board or Authorized Representative Signature		Board meeting date	Total Amount Requested
Bund Lager		2/8/2024	☒ \$2,500.00
Southeast Area Certification Specialist			
Name fly f			Date 01/01/2024
Wabasha SWCD Authorization			
Board or Authorized Representative Signature		Board Meeting Date 2/22/2021 effective DI	Total Amount Authorized \$ 2,500 \(\text{vv} \)
		effective DI	101/2029
(Starting with \$2,500.00 for funding with additional fun	ds that can be		,
Amount Added: \$	Approved by	y:	
Amount Added: \$	Approved by	<i>γ</i> :	
Amount Added: \$	Approved by	<i>y</i> :	

Please call office at 651-560-2053 or email <u>susan.cerwinske.wabashaswcd@gmail.com</u> if you have any questions on attending physically or by phone.

We have call-in capabilities for up to 10 people. Phone# 651-560-1088 Access code # 0147478#.

Wabasha Soil and Water Conservation
District Regular Board Meeting
January 25, 2024
8:15 am
County Conference
Room
625 Jefferson Ave.

I. CALL MEETING TO ORDER

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

Supervisors Present: Lynn Zabel, Chair, Chet Ross, Co-Chair, Sharleen Klennert,

Treasurer, Dag Knudsen, Secretary and Seth Tentis, Member

Staff Present: Terri Peters, District Manager

Others Present: Bob Walkers, County Commissioner, John Benjamin, NRCS and

Frank Klennert, citizen

On the Phone: Sheila Harmes, Winona County Water Planner, Whitewater Watershed

Project Coordinator and Sue Cerwinske, Bookkeeper/Admin. Assistant

II. PLEDGE ALLEGIANCE

III. AGENDA

Terri noted changes to the agenda: Add Letter K under Consent Agenda - Danckwart Landscape LLC payment for \$68,905.21 final construction bill for Gorman Creek. Change amount of the Payment of Monthly Bills to \$132,770.81, adding checks printed for Insty Prints and Ratwick, Roszak and Malones, PA

Motioned by Klennert and seconded by Ross to approve The Agenda as corrected.

Affirmative: Ross, Klennert, Knudsen, Tentis

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

Note: Tom Millers voucher payment last month of \$40,294.74 is the final payment instead of partial that was noted on New Business Letter I.

- A. 2024 Data Practice Policy for Data Subjects
- B. 2024 Data Practice Policy for Members of the Public
- C. 2024 Request for release of data to government agency
- D. 2024 Request for release of data
- E. 2024 Wabasha County Soil and Water Conservation District Data Practices Policy Fee Schedule
- F. State of MN Joint Powers Agreement between State of MN acting through MN Dept. of Agriculture and Wabasha SWCD. New MAWQCP grant agreement effective date January 1, 2024 and expires December 31, 2025.
- G. County of Olmsted Wabasha County SWCD MN Agricultural Water Quality Certification Program – Building Lease Agreement. January 1, 2024 to June 30, 2024
- H. Voucher for Jim Peterson for Contract# 22-SDWGPh2-3 in the amount of \$1,996.76 for Reverse Osmosis Water Treatment System.
 (Funding source: Safe Drinking Water Phase 2)
- Voucher payment for Rosie Rettmann for Contract# 2023WAGZ-WC-03 in the amount of \$1,915.00 for 351 Well Decommissioning.
 (Funding source: Watershed Alliance for the Greater Zumbro (WAGZ)
- J. Voucher payment for SAPA Ska Farm Inc. (David Pierson) for Contract# 2023WAGZ-WC-04 in the amount of \$1,474.50 for 351 Well Decommissioning. (Funding source: Watershed Alliance for the Greater Zumbro (WAGZ)
- K. Danckwart Landscaping LLC final construction bill payment of \$68,905.21, including the 5% retainage for work done on Gorman Creek Restoration Project.

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

Affirmative: Ross, Klennert, Knudsen, Tentis

Opposed: None Motion Carried

VI. SECRETARY'S REPORT

A. December 28, 2023 Meeting Minutes - Board Action

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

Affirmative: Ross, Klennert, Knudsen, Tentis

Opposed: None Motion Carried

VII. TREASURER'S REPORT – Board Action

A. December District Financial Statements Included for your review

Motioned by Ross and seconded by Tentis to approve the Treasurer's Report to the best of our ability.

Affirmative: Ross, Klennert, Knudsen, Tentis

Opposed: None Motion Carried

 Terri noted that she will have the program record completed and will send out to board before the next meeting.

VIII. PAYMENT OF MONTHLY BILLS

A. Monthly Bills in the amount of 132,770.81- Board Action

Motioned by Klennert and seconded by Ross to approve Payment of the Monthly Bills in the amount of \$132,770.81.

Affirmative: Ross, Klennert, Knudsen, Tentis

Opposed: None Motion Carried

IX. DISTRICT REPORTS

A. Chair Report - Lynn Zabel

Went to the listening session 1/24 in Zumbrota. Terri and Dag were also there. Ericr Putnam discussion on various issues. Lynn stated the support of the reliable funding for SWCD's. Dag reported about farmers talking about farming practices and regulations. Interesting session to attend.

B. County Commissioner - Bob Walkes

Transitioning of office space. Driver's License moved back down the end of the hall. Extension moved where the Driver's License was. One window contact.

New Chair is Bob Walkes. Set rotation, Chair is only chair for one year.

C. District Manager Report - Terri Peters

Meeting 1/24 listening session with Eric Putnam who is on the Tax Advisory Committee. Interesting, listened to concerns. More highlighted concerns.

Nitrate issue. Request for proposal out for similar grant like Tap-In.

Worked with Regional groups and Tammy from Public Health on RFP for water testing. Tests for 5 contaminants, treatment can address any of those. Use treatment system \$. SE Manager Meeting on 1/19 with all State Agencies. Terri reported that the response of action plan mentioned local partners 52 times. What SWCD's can do and how much money needed. What we can't do because of not enough trained staff.

Teri & Jenna attended the Bear Valley Watershed Board meeting. Jenna will be work on getting a soil health event together for that area.

Jenna will also work on tri-county soil health event with Wabasha, Olmsted, Winona, probably in Plainview area.

Working with partners to wrap up Gorman Creek construction project DNR grant. Gorman 3-year extended maintenance by contractor to be paid by Trout Unlimited. WAGZ planning work group meeting. Went over funding left from first biennium and planning for second biennium.

SE Landscape – Work with staff on program guidance

FEMA Lower Zumbro Outreach Letter. Summary of results, Information and follow up. List of targeted areas to move ahead with, money left and apply for grants for specific locations.

Work on reporting.

Terri reported on letter from Dairyland Power who is planning upcoming relocation project. Got Wetland notice the project will be going down Hwy 42 through landowner's fields. Bob attended the meeting in Kellogg. He reported that Dairyland has transmission lines is on the Capex line. Xcel needs the Capex space on the poles for more generation lines. Dairyland needs to move their transmission lines.

- D. NRCS Report John Benjamin (in the packet) *Gave his report. New Conservationist starting February 12, 2024.*
- E. District Technician Report- Matt Kempinger (in the packet)
- F. Conservation Planning and Outreach Technician Report—Jenna Rasmusson (In the packet)
- G. Natural Resources Technician Report-Katelyn Abts
- H. Bookkeeper/Administrative Assistant Report -Sue Cerwinske

Quarterly payroll reports and quarterly invoicing.

Working on taxes. Submitted 1099's online. 1094/1095 Insurance forms completed. Getting W-2's and MCIT reporting ready to submit.

- I. BWSR Report -
- J. Other agencies Sheila Harmes, Winona County Water Planner, and Whitewater Watershed Project Coordinator

Jenna Rasmusson did a great job on her presentation / overview on cover crops, worked with farmers in Wabasha County. It was detailed and organized.

Brian Mueller is now on the Whitewater and WinLac boards

X. OLD BUSINESS

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

 No report
- B. Wabasha SWCD Governance Letter
- C. Wabasha SWCD Internal Control Letter 2022 to Board
- D. Wabasha SWCD Final Audited Financial Statements for 2022
- E. Smith & Schafer Letter of Representation Board Action/Signature

Motioned by Klennert and seconded by Ross to accept the 2022 Audit submitted by Smith & Schafer and to sign the Smith & Schafer Letter of Representation.

Affirmative: Ross, Klennert, Tentis

Abstained: Knudsen Motion Carried

XI. <u>NEW BUSINESS</u>

- A. Election of SWCD Board Officers for 2024 Board Action
 - i. Chairman Lynn Zabel
 - ii. Vice Chairman Chet Ross
 - iii. Secretary Dag Knudsen
 - iv. Treasurer Sharleen Klennert

Motioned by Klennert and seconded by Knudsen to leave all offices as they were for 2023.

Affirmative: Ross, Klennert, Knudsen, Tentis

- B. 2024 Committee Appointments Board Action
 - i. Personnel Committee Lynn and Chet
 - ii. Finance Committee Sharleen, Chet
 - iii. Whitewater JPB Lynn

- iv. Zumbro 1W1P Dag
- v. WinLac 1W1P Lynn
- vi. SE SWCD Technical Support JPB Dag
- vii. County Board Meeting Representative This is a member of our board who will go to county meetings Sharleen

Motioned by Klennert and seconded by Ross to leave all committee appointments for 2024 same as they were for 2023.

Affirmative: Ross, Klennert, Knudsen, Tentis

Opposed: None Motion Carried

C. ELink Grant Reporting Signature Authority Resolution 01252024-1 – **Board Action** *Motioned by Klennert and seconded by Ross to approve the ELink Grant Reporting Signature Authority Resolution 01252024-1.*

Affirmative: Ross, Klennert, Knudsen, Tentis

Opposed: None Motion Carried

 Designation of Official Newspaper Resolution 01252024-2 (The Wabasha County Herald) – Board Action

Motioned by Ross and seconded by Klennert to approve the Designation of Official Newspaper Resolution 01252024-2 (The Wabasha County Herald)

Affirmative: Ross, Klennert, Knudsen, Tentis

Opposed: None Motion Carried

E. Designation of Official Bank Depositories Resolution 01252024-3 – **Board Action** *Motioned by Klennert and seconded by Ross to approve the Designation of Official Bank Depositories Resolution 01252024-3.*

Affirmative: Ross, Klennert, Knudsen, Tentis

Opposed: None Motion Carried

F. Designation of Signatories for Bank Accounts Resolution 01252024-4 – **Board Action**Motioned by Ross and seconded by Knudsen to approve the Designation of
Signatories for Bank Accounts Resolution 01252024-4.

Affirmative: Ross, Klennert, Knudsen, Tentis

Opposed: None Motion Carried

G. Per Diem rates \$125.00 and Mileage .67for 2024 Resolution 01252024-5 – **Board Action**

Motioned by Klennert and seconded by Knudsen to approve Per Diem rates \$125.00 and Mileage .67 for 2024 Resolution 01252024—5.

Affirmative: Ross, Klennert, Knudsen, Tentis

- H. Approve Annual Resolutions Authorizing Terri Peters Signature Authority for:
 - i. Resolution 01252024-6 Approve Grant agreements from BWSR as they come in. -Board Action
 - ii. Resolution 01252024-7 Approve Cover Crops and Well Sealing contracts Board Action
 - *iii.* Resolution 01252024-8 Approve AgBMP Loan Applications up to \$200,000.00 *-Board Action*

Motioned by Ross and seconded by Knudsen to approve all three annual resolutions authorizing Terri Peters Signature Authority:

Resolution 01252024-6 to Approve Resolution 01252024-6 to approve Grant agreements from BWSR as they come in and

Resolution 01252024-7 to approve Cover Crops and Well Sealing contracts and Resolution 01252024-8 to approve AgBMP Loan Applications up to \$200,000.00.

Affirmative: Ross, Klennert, Knudsen, Tentis

Opposed: None Motion Carried

 2024 Board Policy, Operating Rules, Guidelines and Bylaws – Board Action/ Each Sign separate last page attached.

Motioned by Klennert and seconded by Knudsen to approve 2024 Board Policy, Operating Rules, Guidelines and Bylaws and to each sign the last page.

Affirmative: Ross, Klennert, Knudsen, Tentis

Opposed: None Motion Carried

J. Wabasha SWCD - Watershed Alliance of the Greater Zumbro (WAGZ) Sponsorship of the Wabasha County Forestry Day in the amount of \$250.00 - Board Action Motioned by Ross and seconded by Knudsen to approve Wabasha SWCD -Watershed Alliance of the Greater Zumbro (WAGZ) Sponsorship of the Wabasha County Forestry Day in the amount of \$250.00.

Affirmative: Ross, Klennert, Knudsen, Tentis

Opposed: None Motion Carried

K. Wabasha SWCD Sponsorship for Cow Calf Days at Rossman Farms in Oronoco in the amount of \$100.00 payable to the University of Minnesota - Board Action Motioned by Klennert and seconded by Ross to approve Wabasha SWCD Sponsorship for Cow Calf days at Rossman Farms in Oronoco in the amount of \$100.00 payable to the University of Minnesota.

Affirmative: Ross, Klennert, Knudsen, Tentis

L. Nutrient Management Technician (MDA funding) – Discussion

Terri brought up discussion on call from Bob Scanlon MDA about an interest in hiring a Nutrient Management person funded by MDA for \$100,000.00 over two years. Would be working as a specialist and work with Sara West of Fillmore SWCD who would be the lead on projects. MPCA does not require nutrient management plan and not as complicated as NRCS plan to apply for EQIP. NRCS can take up to three years for EQIP funding. SWCD would have to cover the balance of compensation, ¼ time for this person.

M. Upcoming Events

- i. TSA JPB Meeting January 30th
- ii. Cow Calf Days February 8th
- iii. Wabasha Forestry Day February 9th

XII. Board Reports

- A. Whitewater JPB Lynn
- B. Zumbro 1W1P Dag

Next meeting February 8th

- C. WinLaC 1W1P Lynn

 March 11, Next policy committee meeting.
- D. SE SWCD Technical Support JPB Dag

 Terri stated that the SE SWCD Technical Support JPB is made up on 1 board

 member from 12 counties in our area. Engineers based in Rochester. Will be
 looking for a replacement for Chris Nelson. Funds available that come through from
 BWSR for projects, such as small feedlot storage.
- E. County Board Meeting Sharleen

XIII. Adjourn - Board Action

Motioned by Klennert and seconded by Ross to Adjourn the meeting at 9:42 am Affirmative: Ross, Klennert, Knudsen, Tentis

Respectively Submitted B	y:
Dag Knudsen, Secretary	

11:20 AM 02/08/24 Cash Basis

Wabasha Soil and Water Conservation District Cash Balances

As of January 31, 2024

	Jan 31, 24
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	91,124.89
Money Market WNB Financial	7,432.88
Peoples State Bank Money Market	324,940.44
Petty Cash	62.90
WNB Financial	24,636.08
Total Checking/Savings	448,197.19
Total Current Assets	448,197.19
TOTAL ASSETS	448,197.19
LIABILITIES & EQUITY	0.00

3:07 PM 02/13/24 Accrual Basis

Wabasha Soil and Water Conservation District Balance Sheet

As of January 31, 2024

	Jan 31, 24
ASSETS	
Current Assets	
Checking/Savings Money Market- Bank of Alma	91,124.89
Money Market WNB Financial	7,432.88
Peoples State Bank Money Market	324,940.44
Petty Cash WNB Financial	62.90 24,636.08
	<u> </u>
Total Checking/Savings	448,197.19
Accounts Receivable 11000 · Accounts Receivable	106,262.48
Total Accounts Receivable	106,262.48
Other Current Assets 12000 · Undeposited Funds	517.42
Total Other Current Assets	517.42
Total Current Assets	554,977.09
Fixed Assets	
15000 · Furniture and Equipment	
Computer	7,523.00
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	122,048.91
17000 · Accumulated Depreciation	-105,962.59
Total Fixed Assets	16,086.32
Other Assets	
Prepaid Items	
Prepaid Rent	920.43
Total Prepaid Items	920.43
Total Other Assets	920.43
TOTAL ASSETS	571,983.84
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	4.070.04
20000 · Accounts Payable	1,379.34
Total Accounts Payable	1,379.34
Other Current Liabilities	
Allowance for Unemployment Reim	1,581.86
Deferred Revenue	
AIS	12,949.79
FY20 Capacity	2,353.72
FY20 NACD TA Grant	16,670.94
FY21 Buffer Initiative	5,161.22
FY21 Capacity	16,740.48
FY22 Buffer Initiative	16,867.22
FY22 Capacity	23,528.04
FY22 NACD TA Grant	72,139.65
FY22 State Cost Share	7,873.30
FY23 Buffer Law Implementation	17,000.00
FY23 Capacity	115,130.63
FY23 Conservation Delivery	2,949.68
FY23 CWF - WIC	89,363.00

Wabasha Soil and Water Conservation District Balance Sheet

As of January 31, 2024

	Jan 31, 24
FY23 LWM	12,212.61
FY23 Soil Health-Cost Share	14,175.00
FY23 State Cost Share	15,401.00
FY23 SWCD Aid	160,115.03
FY23 WCA	11,381.77
FY24-FY25 Conservation Contract	36,380.00
FY24-FY25 Conservation Delivery	39,238.00
FY24 Buffer Law Implementation	20,000.00
FY24 LWM	19,354.00
FY24 WCA	16,543.00
FY25 LWM	19,354.00
FY25 WCA	16,543.00
Total Deferred Revenue	779,425.08
Deposit on Tree Sales	10,903.04
2110 · Direct Deposit Liabilities	27.00
24000 · Payroll Liabilities	1,165.99
25500 · Sales Tax Payable	313.02
Total Other Current Liabilities	793,415.99
Total Current Liabilities	794,795.33
Total Liabilities	794,795.33
Equity	4= 0.40.40
Fund Balance- Restatement	47,943.10
Fund Balance Designated	31,934.30
Investment in Capital Assets	16,086.32 649.89
30000 · Opening Balance Equity 32000 · Owners Equity	-206,532.37
Net Income	-200,532.37 -112,892.73
Total Equity	-222,811.49
TOTAL LIABILITIES & EQUITY	571,983.84

Wabasha Soil and Water Conservation District **Profit & Loss**

January 2024

	Jan 24	
Ordinary Income/Expense Income		
Charges for Services Plat Book Sales	35.00	
Total Charges for Services		35.00
Intergovernmental Revenues County County Regular Allocation	4,223.84	
Total County	4,223.84	
Partners Grants Lower Zumbro Outreach - FEMA	11,207.65	
Total Partners Grants	11,207.65	
State FY22-23 SDW - Phase 2 FY22-23 WAGZ	1,917.34 39,826.98	
Total State	41,744.32	
Total Intergovernmental Revenues	57,1	75.81
Total Income		210.81
Gross Profit	57,2	10.81
Expense District Operations Other Services and Charges Advertising Expense Building Rent Education and Information Employee Mileage Fees and Dues Insurance Expenses Internet Expense Postage Professional Expenses Vehicle Expenses Chevrolet Silverado Vehicle Exp Hyundia Tucson Vehicle Expense	100.00 920.43 300.00 178.22 10,477.92 7,499.00 79.66 54.00 21.00 128.32 40.08	
Total Other Services and Charges	19,798.63	
Personnel Services Employee Salary Permanent Employer HSA contributions Employer Life and Health 66000 · Payroll Expenses Employer Life and Health - Other	19,876.94 750.00 11,824.12 27.50	
Total Employer Life and Health	11,851.62	
Employer Share FICA Employer Share Medicare Employer Share PERA	1,473.66 344.65 1,780.59	
Total Personnel Services	36,077.46	
Supplies Office Supplies	232.57	
Total Supplies	232.57	

3:05 PM 02/13/24 Cash Basis

Wabasha Soil and Water Conservation District **Profit & Loss**

January 2024

	Jan 24	
Total District Operations	56,108.66	
Project Expenditures District Storage Space Lease Rolr-Crmper	350.00	
Total District	350.00	
Federal 319 Focus Small Wtrshd-W.Indian	116.19	
Total Federal	116.19	
Partners Grants Lower Zumbro Outreach - FEMA	3,543.02	
Total Partners Grants	3,543.02	
State FY20 Gorman Creek Restoration FY22-23 SDW - Phase 2 FY22-23 WAGZ FY23 Capacity FY23 SE Landscape - MN DNR MAWQCP Administration	54,771.67 3,914.10 3,639.50 1,679.96 975.09 18,274.99	
Total State	83,255.31	
Total Project Expenditures	87,264.52	
Total Expense	143,373.18	
Net Ordinary Income	-86,162.37	
Other Income/Expense Other Income Interest Income Interest Earnings MM's	883.11	
Total Interest Income	883.11	
Total Other Income	883.11	
Net Other Income	883.11	
Net Income	-85,279.26	

Cash Basis	02/21/24	4:05 PM
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Wabasha Soil and Water Conservation District Monthly Bills Listing February 22, 2024

Feb 22, 24	Feb 22, 24 Liability Check Bill Pmt -Chech	Туре
	02/22/2024 02/22/2024 02/22/2024 02/22/2024 02/22/2024 02/22/2024 02/22/2024 02/22/2024 02/22/2024 02/22/2024 02/22/2024 02/22/2024 02/22/2024 02/22/2024 02/22/2024 02/22/2024 02/22/2024 02/22/2024	Date
	12005 12006 12006 12007 12009 12010 12011 12012 12013 12014 12015 12016 12016 12016	Num
	Auditor/Treasurer of Wabasha County Fillmore Soil and Water Conservation D Freeborn County SWCD HBC Huneke Dairy Inc. Minnesota State Auditor Mittel Schule, Inc. Office Depot Olmsted County Public Works Smith Schafer & Associates, LTD Wabasha County Herald Wabasha County Highway Department VSP Vision Care Paul Busch Auto Center, Inc.	Name
	4th Qtr 2023 MAWQCP expenses Senja 4th Qtr 2023 MAWQCP expenses Senja 4th Qtr 2023 MAWQCP Expenses Internet 2-02 to 3-1-2024 2nd Year cover crops WAGZ Standard and Procedures Review of Dec 31,2022 audit Monthly Building Rent Charges - March H 261 Ink, Envelopes, Coffee Finkers January 2024 G. Klinger expenses/MAWQCP Progress billing for Audit of 2022 financial statements Local Delivery subscription for 2024 January Gas for Hyundai & Silverado () is an Insurance Hyundai Oil Change	Memo
	WNB Financial	Account
-23,679.18	-9,039.92 -409.67 -291.97 -79.66 -800.00 -248.00 -920.43 -10,264.44 -1,170.00 -56.00 -122.12 -74.31 -51.43	Paid Amount

NRCS Wabasha Field Office Report 2/22/24 John Benjamin

Christina Taylor has started as the Soil Conservationist in the office. I plan to bring her along to the next board meeting to introduce her.

CSP (Conservation Stewardship Program)

- 14 Active contracts Worth roughly 660,000 in cost share remaining to be paid
- FY24 renewal ranking deadline Oct 20 No applications were ranked.
- 14 FY24 CSP classic applications submitted 5 are expected to move forward
- FY24 Classic sign up deadline January 12th
- FY24 Ranking deadline April 12th

EQIP (Environmental Quality Incentive Program)

- 19 Active EQIP contracts worth roughly 260,000.00 remaing cost share to be paid
- FY24 Application deadline Oct 6th
- FY24 Ranking deadline January 19 deadline extended to February 2nd
- 22 Applications in pending status 12 ranked & moving forward
- 11 Applications preapproved for funding
- Obligation deadline 50% by April 5th and 80% by June 28th. Team 20 is pushing to have all contracts obligated prior to April 5th.

RCPP-EQIP (Regional Conservation Partnership Program- EQIP)

- 3 active contracts worth 160,00 in cost share to be paid out
- no applications submitted.

RCPP18 (Regional Conservation Partnership Program)

Land Management Fund through MAWQCP sign up is applicable in this county.

- 1 Active contract
- Sign up deadline Dec 15th
- 1 application in pending.
- Ranking deadline January 19 1 app ranked

CRP (Conservation Reserve Program)

- 48 FY26 expiring reviews
- 16-20 reviews for a PIP, practice incentive payment,
- Potentially 10 establishment reviews.

Monthly Report – February 2024

Matt Kempinger

Projects

- Design work on 4 grade stabilization structures
- Cost share planning for 2024 construction year
- Prepare for Gorman Creek presentation at Driftless Symposium
- Preliminary work for 1 shoreline protection project
- Shared plans with landowner for 1 small feedlot fix

Others

- WCA Year-end reporting
- SWCD Year-end reporting
- 2023 MAWQCP certification review interviews
- Office re-arrange for new NRCS staff
- Assist other staff with ArcGIS pro setup and tools
- Coordination with NRCS on technical assistance workload into new year
- General project & contract management
- Answered general resource questions from public and assisted where possible

Monthly Report – February 2024

Jenna Rasmusson

Programs

- Provided technical assistance for cover crop planning fall 2024.
- Provided technical assistance to operators not in compliance with Buffer Law and offered alternative practices and opportunities to reach compliance.
- Conducted a site visit for wildlife habitat improvement, and started a plan for alternatives.

Education and Outreach

- Contacted presenters and hosts for 5th grade field day and confirmed for May 7th with the teachers as well.
- Attended Soil Health I-90 tour stop in Stewartville. Speakers included Gary Zimmer, Everett Rolfing, and Kenny Blumenfeld.
 - Gary is an organic farmer and focused his presentation on soil biology. Everett is a no till farmer, and he discussed obstacles to convert, economics, and management strategies.
 Kenny presented on climatic data and trends going into 2024. Well attended event with lots of farmers, even saw some familiar faces from Wabasha Co.
- Attended Cow/Calf Days at Rossman Farms in Oronoco.
 - Met folks from UMN Extension and farmers. Learned about rotational grazing practices in the state, and the economics of a cow/calf operation.
- Wrote an article for the WAGZ story map.
- Website updates

Other/Training

- Attended a N Rate webinar hosted by UMN Extension and MDA. They reported data from their local field trials (Altura, Elgin) on N rate response in corn. I requested a copy of the data, but it will not be shared until after it is presented at the Nutrient Management Conference.
- Went through RUSLE2 training videos.
- Agronomy Tech Note 31 training modules seeding mix design and how to plan for various vegetative plantings.

Monthly Report – February

Katelyn Abts

Programs

- Buffer Law
 - o 5 different fields inspected
 - o BuffCAT updated
- CWMA (Cooperative Weed Management Area)
 - o Application for 2024 CWMA funds
- State Cost Share
 - o Windbreak planning
 - o Brush Management planning

<u>Other</u>

- 2024 Tree Sale
 - o 21 out of 31 varieties are sold out
 - o 98 different customers
- Newsletter
- Wabasha Forestry Day

Training

- Tech Talks
- AgLearn courses for Level 1 Certified Planner
- Anti-harassment training



FW: [External Email]Drinking Water Protection Grant update

Peters, Terri - FPAC-NRCS, MN < terri.peters@mn.nacdnet.net>

Wed, Feb 7, 2024 at 2:20 PM

To: "Rasmusson, Jenna - FPAC-NRCS, MN" < Jenna.Rasmusson@mn.nacdnet.net>

Cc: "Abts, Katelyn - FPAC-NRCS, MN" <Katelyn.Abts@mn.nacdnet.net>, "Kempinger, Matthew - FPAC-NRCS, MN" <Matthew.Kempinger@mn.nacdnet.net>, "Benjamin, John - FPAC-NRCS, MN" <john.benjamin@usda.gov>, "Wayne, William - FPAC-NRCS, MN" <william.wayne@usda.gov>, Susan Cerwinske <susan.cerwinske.wabashaswcd@gmail.com>

Jenna, can we push this info out for social media/website and include in our newsletter and add a bit for FSA newsletter?

Info for the rest of you

From: sara.west fillmoreswcd.org <sara.west@fillmoreswcd.org>

Sent: Wednesday, February 7, 2024 2:14 PM To: Riley Buley <riley.buley@fillmoreswcd.org>

Cc: Wanda Anderson (wanda anderson@winonaswcd.com) <wanda.anderson@winonaswcd.com>; Cody Fox (cody@mowerdistrict.org) <cody@mowerdistrict.org>; Skip Langer (skip.langer@olmstedcounty.gov) <skip.langer@olmstedcounty.gov>; Peters, Terri - FPAC-NRCS, MN <terri.peters@mn.nacdnet.net>; Kennedy, Beau

<br/

Subject: [External Email] Drinking Water Protection Grant update

[External Email]

If this message comes from an unexpected sender or references a vague/unexpected topic;

Use caution before clicking links or opening attachments.

Please send any concerns or suspicious messages to: Spam.Abuse@usda.gov

Hi evervone.

I just wanted to give you all an update on the Drinking Water protection in the Karst Region Grant (DWP)

At this point we feel we can open this grant up to the final tier of producers.

Tier I- DWSMA's determined to be high or very high vulnerability

Tier II- High testing townships(10% over 10 ppm) on Final Township testing results

Tier III- Townships with 5-9.9% of wells testing high on final results or areas under the Groundwater Protection Rule Fall N Restriction

This is where we are now.

So to give everyone an idea of what funds are currently available please reference the table below and if you have any questions please ask myself or Riley.

Preplant would be 246 available acres: \$10/acre up to 100 acres Split Application 1500 Acres available: \$20/acre up to 100 acres.

	Available Funding	Total Funds
Well Sealing Cost-share (75% up to \$2000)	\$20,000	\$20,000
Well Sealing TA	\$6,500	\$6,500
Preplant Nitrogen Incentive Payment (2 year contract)	\$4,920	\$20,000
Split Application Nitrogen Incentive Payment (2 year Contract)	\$60,000	\$60,000

Admin/Reporting TA	\$9,564.44	\$12,000	
			l
Currently we do NOT have sub-agreements between Fillmore document resent just let us know.	e & Winona or Fillmore	e & Wabasha so	if you wish to participate, we would need those signed still. If you need the
Attached is a flyer I made up to send to anyone interested in with any of the local agronomy co-ops since they are typically			ant. Another good place to promote the nitrogen incentive portion of this grant is r fertilizer rates.
			rs interested in the programs. They would be eligible for incentive payments so have been applied. If there's any questions on any of these programs, please
Sara West			
Nutrient Management Specialist			
Fillmore Soil & Water Conservation District			
507-887-0240			
information it contains may violate the law and subject the violete the email immediately. 4 attachments			ents. Any unauthorized interception of this message or the use or disclosure of the use believe you have received this message in error, please notify the sender and
image002.emz			
U of MN N Recs.docx 15K			
Karst Drinking Water Protection Flyer.pdf 290K			
image004.emz 2K			
eters, Terri - FPAC-NRCS, MN <terri.peters@mn.nacdnet.ne o: Susan Cerwinske <susan.cerwinske.wabashaswcd@gmail.< td=""><td>t> com></td><td></td><th>Wed, Feb 7, 2024 at 4:25 P</th></susan.cerwinske.wabashaswcd@gmail.<></terri.peters@mn.nacdnet.ne 	t> com>		Wed, Feb 7, 2024 at 4:25 P
Can you please add this to next board meeting? Include Sara	a's message with prac	tices/numbers.	
From: Riley Buley <riley.buley@fillmoreswcd.org> Sent: Wednesday, February 7, 2024 4:14 PM To: Peters, Terri - FPAC-NRCS, MN <terri.peters@mn.nacdn [external="" email]drinking="" gran<="" protection="" re:="" subject:="" td="" water=""><td></td><td>noreswcd.org <sa< td=""><th>ara.west@fillmoreswcd.org></th></sa<></td></terri.peters@mn.nacdn></riley.buley@fillmoreswcd.org>		noreswcd.org <sa< td=""><th>ara.west@fillmoreswcd.org></th></sa<>	ara.west@fillmoreswcd.org>
Terri,			
Please see attached! I could not find this in my email, but, eit	her way, we would be	happy to have yo	our district in the grant.
Thanks,			

From: Peters, Terri - FPAC-NRCS, MN kent: Wednesday, February 7, 2024 2:17 PM
To: sara.west fillmoreswcd.org kerri.ke

Riley

Thanks.			
Terri			
[Quoted text hidden]			
3 attachments			
image003.emz			
Sub-Agreement Wabasha.docx 29K			
image004.emz			

I think I need the sub-agreement resent. I must have missed some info somewhere is the process.

Sub-Agreement #	

DRINKING WATER PROTECTION IN THE KARST REGION SUB-AGREEMENT BETWEEN FILLMORE SOIL AND WATER CONSERVATION DISTRICT AND WABASHA SOIL AND WATER CONSERVATION DISTRICT

This Sub-Agreement is between the Fillmore Soil and Water Conservation District (Fillmore SWCD), 900 Washington St. NW, Preston, MN 55965 and the Wabasha Soil and Water Conservation District (Subrecipient) 611 Broadway Avenue, #10, Wabasha, MN 55981.

STATEMENT OF PURPOSE

The purpose of this AGREEMENT is to clarify the roles and responsibilities of the parties regarding providing technical assistance and producer incentive payments as part of the Drinking Water Protection in the Karst Region (TKR) grant made possible by the State of Minnesota Board of Water and Soil Resources (BWSR).

II. SCOPE OF SERVICES AND SPECIFIC DUTIES

Fillmore SWCD has agreed to provide opportunities of funding, on a first-come first-served basis, to the Sub-recipient for implementation of the Drinking Water Protection in TKR. The deliverables/activities and budget amounts are described in Exhibit A for each Recipient. All activities will conform to the most current eLINK work plan.

III. PAYMENT TERMS AND REPORTING REQUIREMENTS

- A. **Reporting**. The Sub-recipient will submit invoices to Fillmore SWCD documenting progress toward completion of deliverables/activities outlined in Exhibit A. The Sub-recipient will notify the Fillmore SWCD of their intent to contract with a landowner for Practice Implementation prior to approval of the contract. This notification should include a dollar amount so the Fillmore SWCD can confirm whether or not there are sufficient funds for the proposed producer incentive payment.
- B. **Term**. The Sub-recipient may expend grant funds toward completion of deliverables/activities in Exhibit A from the final signing of this agreement by all parties to November 31, 2025, or until all work under this Agreement is completed and payments made, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.
- C. **Amount**. During the term of this agreement, the Sub-recipient may bill Fillmore SWCD up to the amount designated in Exhibit A for expenses incurred. Funds are available on a first-come first-served basis to all Sub-recipients.
- D. Payment Schedule. All payments will be a reimbursement. Upon execution of this Agreement, the Sub-recipient may present itemized invoices to Fillmore SWCD for work actually performed and the supporting documentation. Fillmore SWCD will provide a copy of the invoice to be completed for all reimbursement requests.
 - Fillmore SWCD will process reimbursements to the Sub-recipient upon receipt of a qualifying invoice. There may be delays in payment from waiting for Fillmore SWCD Board approval or if reimbursement requests overlap a BWSR allocation of the next 40% or 10% of the grant.

Sub-Agreement #	

Invoices for payments will be sent to: (or his/her successor) riley.buley@fillmoreswcd.org

10

Riley Buley, Administrator Fillmore SWCD 900 Washington St. NW Preston, MN 55965

IV. CONTRACT CLAUSES

- A. Ownership of Project Materials. All materials prepared or developed by the Subrecipient hereunder, including documents, notes, reports, data, and samples shall become the property of Fillmore SWCD when prepared, whether delivered to Fillmore SWCD or not, and shall be delivered to Fillmore SWCD upon request. Fillmore SWCD will be responsible for responding to any data practices requests pertaining to this data.
- B. **Changes**. Amendments to Exhibit A will need approval by all Sub-recipients affected by the proposed changes. In an effort to keep project implementation flowing smoothly, Exhibit A will be updated as Sub-recipients approve contracts with landowners and when Sub-recipients are reimbursed for approved cost-share practices. An updated Exhibit A will be sent to all Sub-recipients even if they were not affected by the change.
- C. Indemnity and Hold Harmless. Sub-recipient shall indemnify Fillmore SWCD, its directors, officers, employees, and agents against damages, penalties, costs, or expenses incurred in connection with any alleged violation of any federal, state or local law or regulation regulating the work performed hereunder or any part thereof. Sub-recipient agrees to indemnify and hold harmless Fillmore SWCD, its directors, officers, employees, and agents against and from loss, claims, or suits, including costs and attorney's fees, for, or on account of injury, bodily or otherwise, death, of persons, or damage to or destruction of property belonging to Fillmore SWCD or others arising out of the negligent performance of the work hereunder by the Sub-recipient. Sub-recipient shall, in no event, be liable for loss or damage attributable to Fillmore SWCD or its representatives or agents. Sub-recipient's liability shall be limited by the provisions of Minnesota Statutes Chapter 466 or other applicable law. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.
- D. Non-assignment. Sub-recipient shall not assign this Agreement nor delegate or subcontract any of the work to be performed without Fillmore SWCD's written consent. If assignment, delegation, or subcontract is done with such consent, it shall not relieve Sub-recipient from its responsibility for the performance of any of its obligation hereunder.
- E. **Complete Agreement**. This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understandings, agreements and representations. There are no oral or written understandings, agreements or representations not specified herein.

Sub-Agreement #			

- F. Independent Contractor Status. Sub-recipient is an Independent Contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures between the parties. Sub-recipient will be responsible for any federal or state taxes applicable to this payment. No tenure or any rights or benefits, including workers' compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, Public Employment Retirement Association or other benefits available to Sub-recipient employees, shall accrue to Fillmore SWCD or its employees performing services under this Agreement.
- G. Worker Health, Safety and Training. Sub-recipient shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Sub-recipient shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Sub-recipient shall ensure all personnel of Sub-recipient and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Sub-recipient shall comply with federal, state or local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Sub-recipient.
- H. **Legal Compliance**. Sub-recipient and Fillmore SWCD shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted.
- I. Data Privacy. For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Sub-recipient in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or thereafter adopted as well as the federal laws on data privacy.
- J. Business Records. Sub-recipient shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Sub-recipient's profession. Sub-recipient shall maintain such records for at least 6 years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. Fillmore SWCD shall have the right to audit and review all such documents and records at any time during Sub-recipient's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by Fillmore SWCD and either the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute 16C.05, subd 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract.
- K. Force Majeure. Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.

Sub-Agreement #_	

- L. **Waiver**. The failure of Fillmore SWCD or Sub-recipient to enforce one or more of the terms or conditions of the Contract or to exercise any of its rights or privileges, or the waiver by either party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.
- M. **Notices**. All official notices shall be sufficiently given when hand-delivered, emailed or mailed, certified mail, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties. *Fillmore SWCD: See above email and postal address in section III, D.*
- N. Interpretation, Jurisdiction and Venue. All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota. Both parties hereby consent and submit to the jurisdiction of the appropriate courts of Minnesota or of the United States having jurisdiction in Minnesota for adjudication of any suit or cause of action arising under or in connection with the contract documents, or the performance of such contract, and agrees that any such suit or cause of action may be brought in any such court.
- O. **Severability**. The parties agree that if any terms or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity or the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
- P. Agreement to Mediate Disputes. In the event that any dispute arises between the parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the parties may agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute.

 Any party to the dispute may give written notice to the other party of his or her desire to commence mediation, and a mediation session must take place within [30] days after the date that such notice is given.
 - The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within [7] days after a party has given notice of a desire to mediate the dispute, any party may apply to any organization or person agreed to by the parties in writing, for appointment of a mediator. The parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a party for representation by counsel at the mediation.
- Q. Default and Termination. Either party by written notice of default (including breach of contract) to the other party may terminate the whole or any part of this agreement if the other party fails to perform any of the provisions of this contract, and after receipt of written notice from the first party, fails to correct such failures within a period of 10 days or such longer period as the first party may authorize in writing after receipt of notice from the first party specifying such failure. Fillmore SWCD or Sub-recipient may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other parties.

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

FECTIVE DATE is effective upon execution by all parties. ccepted for:	
DRE SWCD	
hair Date	
ECIPIENT	
Date	

EXHIBIT A Sub-recipient allocations Drinking Water Protection in Karst Region Grant

Funds available to districts on a first-come first-served basis.

	Well Sealing	Well Sealing	Pre-Plant	Side Dress Nitrogen
	Cost Share	Technical Assist.	Nitrogen incentives	BMP Incentives
			\$20,000	\$60,000
			\$10/Acre	\$20/Acre
	\$20,000		up to 100 Acres	up to 100 Acres
	10 wells @		2 years -	2 years -
	\$2,000	\$6,500	10 contracts	15 contracts
Dakota				
Dodge				
Fillmore				
Goodhue				
Mower				
Olmsted				
Root River				
Wabasha				
Winona				
Totals	\$20,000	\$6,500	\$20,000	\$60,000

MITTEL SCHULE / NRCS S+W — new 5 year lease for 2024

Option 1:

stay in existing rooms

1200 s.f.

\$11,000 /yr

present lease

+ 2,200

20% increase (4% /yr inflation)

\$13,200 /yr

(\$11 /s.f. /yr includes cleaning)

Option 2:

add corner office

300 s.f.

+ 3,300 /yr

\$16,500 /yr

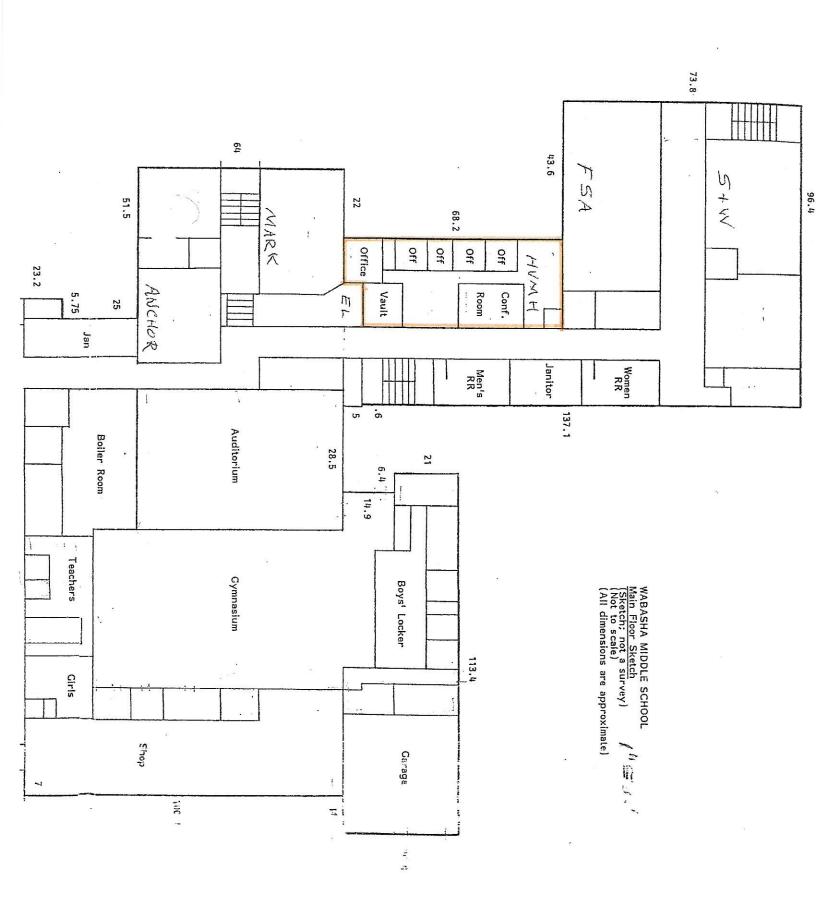
Option 3:

move to HVMH rooms

1800 s.f.

\$19,800 /yr

(\$11 /s.f. /yr includes cleaning)



To: WSWCD board From: Dag Knudsen

Subject: Report from the Watershed Alliance for the Greater Zumbro (WAGZ) policy

advisory committee meeting in Rochester on February 8, 2024

- Reappointed Chair and Vice chair
- Approved Agenda and Nov. 9th 2023 minutes
- Reviewed last biennium financial summary (budget = \$1.444M)
- Reviewed 2024-2025 funding and work plan. (Budget = \$1.9 M)
- Saw a 2023 year in review: A link is available on the WAGZ website.

600 acres of cover-crops

31,652 linear feet of grassed waterways

3,721 linear feet basins and 3,979 linear feet of terrace repairs

for water and sediment control

2 grade stabilization structures

Partner showcases:

Goodhue DWSMA, Goodhue WAGZ grade stabilization

Oronoco Well sealing: \$240,000 to decommission all wells as they transfer to get services from the City for water and sewer.

Updates;

Workload Analysis Report shows significant increase in staffing to meeet expected increase in work load.

Expect each District to worry about the staffing for the Project.

Potential 10 year funding for soil health projects

Olmsted has backlog of 26 projects awaiting funding.

Next meeting:

May 9, 2024 The committee meets four times a year.

Observation.

Reports state that there was a 32% increase in cover crops for year 2022 over year 2017 for the state to 760,000 acres.

MN has ~26,000,000 acres of farm land—about 51% of all land in MN.

760,000 acres means 2.9% of the acreage was in cover crops.

Dept. of Ag announced that now 1,000,000 acres are enrolled in their Minnesota Water Quality Certified Farm Program. i.e 3.8% of the state total acreage.

To: WSWCD Board From: Dag Knudsen

Subject: SE SWCD Technical Support Joint Powers Board

January 20th, 2024 semi annual meeting in Oronoco

The technical support group has a full time staff of 4 technical people and part time admin services provided by Goodhue SWCD. One of their staff is resigning to go into private practice and the Board is now advertising for his replacement.

The Board meets 2 times a year.

- Elections: Annual terms, no term limits: All re-elected.
- Appointments of committee chair and members: All re-appointed

Executive Committee meets 3 to 6 times a year. 3 meetings last 6 months.

Personnel committee meets as needed

Finance Committee meets twice a year.

Prioritize committee meet as needed, rarely

Organizational committee meets as needed.

Review of Financials:

Have \$134,000 left, available for shovel ready projects

Fund balance can support organization for 6.1 months

Workload Analysis Services Project Report for MASWCD Area 7 review.

Area 7 = 11 SE MN SWCDs

Area 7 has 53 employees.

need 30 more in the next 4 to 6 years assuming full

funding of the 1W1P projects.

37 need to be technical/engineers

9 need to be non-structural.

4 to develop conservation plans and assessments

Calculating the number of staff needed involves complexities re

qualifications, job focus and training.

It takes 2 to 4 years to increase the number needed with JAA (job approval

authority) for structural practices.

Several expected upcoming needs are not included in the forecast analysis, such as EPA requirements for SE MN re nitrates, soil health programs etc.

Actions: Approval of Engineering Technician job description and hiring schedule.

Change the financial year to calendar year.

Authorize TSA7 Host Manager to sign Soil Health Agreement w/NRCS

Other: TSA7 2023 workload review

Technical training updates.



FW: [External Email]Register NOW for MASWCD Legislative Events

1 message

Peters, Terri - FPAC-NRCS, MN terri.peters@mn.nacdnet.net To: Susan Cerwinske susan.cerwinske.wabashaswcd@gmail.com Wed, Feb 21, 2024 at 10:37 AM

I've already contacted supervisors, but add to agenda and to upcoming events please

From: employees <employees-bounces@maswcd.org> On Behalf Of michele.asmussen@maswcd.org

Sent: Wednesday, January 31, 2024 4:55 PM

To: michele.asmussen@maswcd.org

Subject: [External Email]Register NOW for MASWCD Legislative Events

[External Email]

If this message comes from an unexpected sender or references a vague/unexpected topic;

Use caution before clicking links or opening attachments.

Please send any concerns or suspicious messages to: Spam.Abuse@usda.gov





2024 SWCD ADVOCACY EFFORTS

MASWCD is excited to announce the 2024 SWCD legislative advocacy efforts! Our board-adopted priorities for 2024 will focus on the following:

Advocate for SWCD Aid adjustment for 2025 and beyond

Work to maintain our current funding of \$15 million per year and avoid a decrease to \$12 million per year for aids payable in 2025 and beyond.

Pursue capital investment (bonding) dollars

Seek bonding funding to enhance and preserve the structural assets of our RIM Reserve wetland restoration easements and general one-time funds for a more comprehensive assessment of these structures.

Updates to SWCD Law

Support housekeeping updates to SWCD Law – Minnesota Statutes 103C – and language specifying SWCDs have the authority to take out loans.

KEY DATES & REGISTRATION INFO:

Your support and participation in the following events are critical in making sure our state's commitment to SWCDs funding needs does not fall by the wayside. This is your opportunity to get registered, get informed and get engaged in our 2024 advocacy efforts!

MARCH 4 - Legislative Priorities Informative Webinar

RSVP for the webinar here: Zoom registration link

10 am - 11:30 am

Learn all about this year's legislative priorities and the importance of your SWCD engagement. Get prepared for the Briefing and the Day at the Capitol.

MARCH 12 - Legislative Briefing & Networking Reception

Register here: Event registration link

Deadline: March 5 at 5 pm

4:30 pm to 6 pm — Legislative Briefing

Program will include key legislators, state agency leaders, the latest on SWCD aid, and other SWCD issues and updates pending before the legislature to hear before you meet with legislators the next day.

6 pm to 8 pm — Networking Reception & Buffet

MASWCD invites ALL 201 state legislators to attend this annual event! Make sure your voice is heard! Don't miss this important opportunity to visit with your legislators and agency leaders in a casual setting. Your legislators will be looking for you to hear about what issues are important to our SWCDs. Send them an email reminder and ask them to meet you there! Enjoy a buffet and cash bar.

MARCH 13 - SWCD Day At The Capitol

Please call your legislators <u>as soon as possible</u> to schedule appointments. For a legislative directory, visit: <u>www.leg.state.mn.us</u>.

MASWCD

100 Empire Drive, Suite 205, St. Paul, MN 55103

www.maswcd.org

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