

Please call office at 651-560-2053 or email [susan.cerwinske.wabashawcd@gmail.com](mailto:susan.cerwinske.wabashawcd@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  
District Regular Board Meeting  
September 22, 2022  
8:15 a.m.  
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**
  - A. Jacob Meyer Contract# 22-319WIC-1 in the amount of \$6,000.00 for 340 Cover Crops. 50 acres for 3 years @ \$40.00/acre/year  
(Funding Federal West Indian 319)
  - B. Chad Schumacher Contract# 2022-WAGZ-WC-11 in the amount of \$12,000.00 for 340 Cover Crops. 100 acres for 3 years @ \$40.00/acre/year  
(Funding WAGZ Watershed Based)
- VI. **SECRETARY'S REPORT**
  - A. August 25, 2022 Meeting Minutes – **Board Action**
- VII. **TREASURER'S REPORT – Board Action**
  - A. August District Financial Statements
  - B. August Program Record
- VIII. **PAYMENT OF MONTHLY BILLS**
  - A. Monthly Bills in the amount of \$24,568.61 - **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
  - E. District Technician Report- Matt Kempinger (in packet)
  - F. Natural Resources Conservation Technician Report – Henry Stelten (in packet)
  - G. Bookkeeper/Administrative Assistant -Sue Cerwinske (in packet)
  - H. BWSR Report – None
  - I. Other agencies – None

**X. OLD BUSINESS**

- A. Conservation Project – Lynn (open to any Supervisor for ideas)
- B. MASWCD Annual Convention - Resolutions – **Board Discussion**

**XI. NEW BUSINESS**

- A. Approve BWSR Academy Attendance and Payment for Oct 25<sup>th</sup> -Oct 27<sup>th</sup>  
Terri, Matt and Henry class registration - \$165.00 each for the three days = \$495.00,  
check#11679. Hotel \$261.60 each for the 3 nights (\$784.80) this will be charged to  
credit card upon check-out- **Board Action**
- B. Approve Klavetter Family Farm Amendment #1 for Contract# 22-Capacity-2, to  
change authorized amount to \$5,250.28 from original amount of \$12,835.96 –  
**Board Action/Signature**  
(Funding sources change to FY21 Capacity \$2,897.51 and FY22 Capacity \$2,352.77)  
(Change is for decreasing cost share amount to reflect newly approved EQIP funding  
for the project)
- C. Approve Roller-Crimper Storage Space Lease and the Roller-Crimper Rental  
Agreement – **Board Discussion/Action**
- D. Approve check to Dennis Shea for Storage Space Lease for Aug- Dec. of 2021 \$62.50  
and Jan – Dec. of 2022 \$150.00 for a total of \$212.50 check# 11680. - **Board Action**  
(2023 Lease payment of \$150.00 will be paid January 2023)
- E. Approve Sharon Schumacher Contract# 21-SWD-2 in the amount of \$445.00 for  
Reverse Osmosis Water Treatment System & Installation – **Board Action**  
(Funding FY21 Safe Drinking Water for Private Well Users)
- F. Approve FY 2023 State of MN BWSR Soil Health Cost Share Grants  
Grant Agreement P23-2743 2023-Soil Health Cost Share (Wabasha SWCD)  
\$14,175.00 – **Board Action**
- G. Upcoming Events:
  - i. Fall MASWCD / MACDE Employee and Supervisors Meeting Tuesday Sept. 27<sup>th</sup>.  
Registration at 9:00 am at the Hokah Fire Station
  - ii. BWSR Academy at Cragun's Resort on Gull Lake Tues-Thurs. October 25<sup>th</sup>– 27<sup>th</sup>
  - iii. MASWCD Annual Convention & Trade Show, Mon-Wed. Dec. 12 - 14<sup>th</sup>

**XII. Board Reports**

- A. Whitewater JPB – Lynn
- B. Zumbro 1W1P – Larry (alternate Dag)
- C. WinLaC 1W1P - Lynn
- D. SE SWCD Technical Support JPB - Larry
- E. County Board Meeting – Larry (alternate Sharleen)
- F. Hiawatha Valley RC&D – Lynn

**XIII. Adjourn – Board Action**

## FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization: <b>Wabasha SWCD</b>	Contract Number: <b>22-319WIC-1</b>	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 <b>Jacob Meyer</b>	Address <b>22998 595th St</b>	City/State <b>Kellogg</b>	Zip code <b>55945</b>
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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: <b>Highland</b>	Township No: <b>109</b>	Range No.: <b>11</b>	Section No. <b>16</b>	1/4,1/4 <b>SE, SE</b>
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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 practice(s) applied under this program to ensure that the conservation objectives are met and the effective life, a minimum of 1 years, is achieved. The specific operation and maintenance requirements for the conservation practice(s) 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(s) during its effective life, the land occupier is liable to the organization for the amount up to 150% of the amount of financial assistance received to complete the practice(s) 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 effective 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(s) units or cost must be approved by the organization board through amendment of this contract as a condition to increase the payments.
6. This contract, when approved by the organization board, will remain in effect unless canceled or amended by mutual agreement. If practice(s) covered by this contract have not been completed by 10/15/2022, 10/15/2023, 10/15/2024, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

### Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel(s) where the conservation practice(s) will be located.
2. Obtain any permits required in conjunction with the completion of the practice(s) prior to starting work on the practice(s).
3. Be responsible for the operation and maintenance of conservation practice(s) 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 the practice(s) named in this agreement.

Date	Land Occupier
	 <span style="float: right; margin-right: 50px;">9-20-22</span>

Date	Landowner, if different from applicant <i>[Signature]</i> 9-20-22
	Address, if different from applicant information:

**Conservation Practice**

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

Practice standard(s) or eligible component  340 Cover Crops	Engineered Practice: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Units  50 acres
	Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

**Technical Assessment and Cost Estimate**

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

Date 9-19-22	Technical Assistance Provider <i>[Signature]</i>
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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: \$40/acre/year

Date 9/20/22	Authorized Signature <i>[Signature]</i>	Total Amount Authorized \$6,000.00
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*Board Resolution authorizes Terri Peters to sign contracts*

# FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

## General Information

Organization: <b>Wabasha SWCD</b>	Contract Number: <b>2022WAGZ-WC-11</b>	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 <b>Chad Schumacher</b>	Address <b>27790 590th St</b>	City/State <b>Milville, MN</b>	Zip code <b>55957</b>
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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: <b>Oakwood</b>	Township No: <b>109</b>	Range No.: <b>12</b>	Section No. <b>12</b>	1/4,1/4 <b>SE, SW</b>
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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 practice(s) applied under this program to ensure that the conservation objectives are met and the effective life, a minimum of 1 years, is achieved. The specific operation and maintenance requirements for the conservation practice(s) 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(s) during its effective life, the land occupier is liable to the organization for the amount up to 150% of the amount of financial assistance received to complete the practice(s) 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 effective life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:
 

NRCS 340 cover crop
5. Increases in the practice(s) units or cost must be approved by the organization board through amendment of this contract as a condition to increase the payments.
6. This contract, when approved by the organization board, will remain in effect unless canceled or amended by mutual agreement. If practice(s) covered by this contract have not been completed by 11/1/2022, 11/1/2023, 11/1/2024, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

## Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel(s) where the conservation practice(s) will be located.
2. Obtain any permits required in conjunction with the completion of the practice(s) prior to starting work on the practice(s).
3. Be responsible for the operation and maintenance of conservation practice(s) 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 the practice(s) named in this agreement.

Date <b>9-21-22</b>	Land Occupier 
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Date	Landowner, if different from applicant
	Address, if different from applicant information:


**Conservation Practice**

The primary practice for which cost-share is requested is **340 cover crops**

Practice standard(s) or eligible component  340 cover crops	Engineered Practice: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Units  <b>100 acres</b>
	Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	


**Technical Assessment and Cost Estimate**

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

Date 9-21-22	Technical Assistance Provider 
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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: \$40/acre

Date 9/21/2022	Authorized Signature 	Total Amount Authorized <b>\$12,000.00</b>
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*or delegated by board*

Please call office at 651-560-2053 or email [susan.cerwinske.wabashawcd@gmail.com](mailto:susan.cerwinske.wabashawcd@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  
District Regular Board Meeting  
August 25, 2022  
8:15 a.m.  
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: Sharleen Klennert, Treasurer, Larry Theismann, Secretary,  
Dag Knudsen, member and Lynn Zabel, Chair*

*Staff Present: Terri Peters, District Manager*

*Others Present: Bob Walkes, County Commissioner, John Benjamin, NRCS,  
Frank Klennert, Citizen*

*On the Phone: Brian DeVetter, NRCS, Sheila Harmes, Winona County Water Planner,  
Sue Cerwinske, Bookkeeper/Administrative Assistant*

**II. PLEDGE ALLEGIANCE**

**III. AGENDA**

*Motioned by Klennert and seconded by Theismann to approve the agenda as presented.*

*Affirmative: Klennert, Theismann, Knudsen, Zabel*

*Opposed: None*

*Motion Carried*

**IV. PUBLIC COMMENTS**

Comments limited to 5 minutes per speaker

**V. CONSENT AGENDA -Board Action**

A. FY2022 Regional Safe Drinking Water for Private Well Phase 2 User  
Sub-agreement between Wabasha SWCD and Rice SWCD

B. Jeremy Nelson voucher payment in the amount of \$1,160.00 for 327 Pollinator  
Habitat (5.8 acres @ \$200.00/acre)

C. FY2022 Regional Safe Drinking Water for Private Well Phase 2 User  
Sub-agreement between Wabasha SWCD and Goodhue SWCD

*Motioned by Theismann and seconded by Klennert to approve the Consent Agenda*

*Affirmative: Klennert, Theismann, Knudsen, Zabel*

*Opposed: None*

*Motion Carried*

**VI. SECRETARY'S REPORT**

**A. July 28, 2022 Meeting Minutes – Board Action**

**Motioned by Klennert and seconded by Knudsen to approve the Secretary's Report as read and reviewed earlier in the month**

**Affirmative: Klennert, Theismann, Knudsen, Zabel**

**Opposed: None**

**Motion Carried**

**VII. TREASURER'S REPORT – Board Action**

**A. District Financial Statements**

**B. July Program Record**

**Motioned by Klennert and seconded by Theismann to approve the Treasurer's Report as read,**

**Affirmative: Klennert, Theismann, Zabel**

**Abstained: Knudsen**

**Motion Carried**

**VIII. PAYMENT OF MONTHLY BILLS**

**A. Monthly Bills in the amount of \$27,982.91 - Board Action**

**Motioned by Klennert and seconded by Theismann to approve the Payment of Monthly Bills in the amount of \$27,982.91**

**Affirmative: Klennert, Theismann, Knudsen, Zabel**

**Opposed: None**

**Motion Carried**

**IX. DISTRICT REPORTS**

**A. Chair Report – Lynn Zabel – report later on in meeting.**

**B. County Commissioner – Bob Walkes**

***Whitewater JPA Meeting – Nov.***

***Approved application for Clean Water competitive grant***

***Quote for Well Sealing***

***Updated 319 Nitrogen Reduction Grant – focus on education***

***Discussed WinLaC planning process***

***Discussed local advisory team – to be headed by MDA***

***County – filling in pieces of the budget. working on the day to day operations.***

**C. District Manager Report – Terri Peters**

***Reporting on Federal grants. NFWF closed out***

***319 reporting process for WinLaC chloride monitoring***

***Interviews for Americorp position – Will Jacobson starts Aug. 29<sup>th</sup> for 11 months.***

***Clean Water Fund Application Submitted***

***WIC meeting with MPCA and Jen Wahls. Discussed monitoring & how to move forward***

***Gorman Creek out for bids soon. Met with Pete Fryer/Engineer questions on doing the project.***

***N.Fork Zumbro – DNR meeting, released some funds back – under budget by \$200k***

***Accelerated Implementation Phase 2 SWD – sub-agreements out***



**WinLaC is in process of getting done. Plans out for comment/technical committee Working on projects with staff on getting bids on projects. Coming in 40 to 50% higher. Inflation Reduction Act. Look at other contractors.**

**Working through nominee applications for MASWCD awards.**

- D. NRCS Report – John Benjamin - Gave report at the meeting
- E. District Technician Report- Matt Kempinger (in packet)
- F. Natural Resources Conservation Technician Report – Henry Stelten (in packet)
- G. Bookkeeper/Administrative Assistant -Sue Cerwinske (in packet)

H. BWSR Report

I. Other agencies –Sheila Harmes, Winona County Water Planner

**319 Grant follow up – final reports**

**Connected with farmers in the cover crop program. 10 of the 12 are doing cover crops. One half of these are experimenting with multiple species and planting different times of the year.**

**Submitted grant application for Well Sealing**

**WinLaC under internal review until Sept. 12. Compile comments, adjust draft plan as needed.**

**Tour meeting for policy committee, October 3 Open up draft plan for 60-day review period. Hearing early Jan on that plan.**

**X. OLD BUSINESS**

- A. Conservation Project – Lynn (open to any Supervisor for ideas)
- B. Wabasha Outstanding Conservationist of the Year. Hoosier Ridge Ranch, Eric and Michelle Heins – Board Action

Discussion: Terri reported on the conservation practices that Eric and Michelle have implemented on their farm and why she has nominated them. If you want to visit the farm, let Terri know and she will set it up with Eric.

**Motioned by Klennert and seconded by Knudsen to approve Hoosier Ridge Ranch, Eric and Michelle Heins as Wabasha Outstanding Conservationist of the Year**

**Affirmative: Klennert, Theismann, Knudsen, Zabel**

**Opposed: None**

**Motion Carried**

Klennert brought up Charles Schmitt and because of COVID he was not recognized. At some point he should get public recognition. Terri said that Sharleen could go out and visit Chuck and start to interview him.

**XI. NEW BUSINESS**

- A. Approval to use MAWQCP funds in our area for scholarship funds for producers that are pursuing MAWQCP certification to attend the U of M 2022 Soil Management Summit December 15-16 in St. Cloud. Suggestion: Assessed or Certified full ride, \$125.00 and 50% to those who apply and have not gone through the process \$62.50

**- Board Action**

(Purpose is to help educate producers to implement soil health practices that will get them certified.)

Terri noted that we will be reimbursed through this program.

***Motioned by Knudsen and seconded by Theismann to approve using MAWQCP promo funds in our area for scholarship funds for producers that are pursuing MAWQCP certification to attend the U of M 2022 Soil Management Summit December 15-16 in St. Cloud. Suggestion: Assessed or Certified full rid, \$125.00 and 50% to those who apply and have not gone through the process, \$62.50.***

***Affirmative: Klennert, Theismann, Knudsen, Zabel***

***Opposed: None***

***Motion Carried***

B. Approve Klavetter Family Farm Contract# 22-Capacity-2 in the amount of \$12,835.96 for 410 Grade Stabilization Structure, 342 Critical Planting, 484 Mulching – **Board Action/Signature**

(Funding sources FY22 Capacity \$12,514.70, FY21 Capacity \$321.26)

***Motioned by Theismann and seconded by Klennert to approve Klavetter Family Farm Contract# 22-Capacity-2 in the amount of \$12,835.96 for 410 Grade Stabilization Structure, 342 Critical Planting and 484 Mulching.***

***Affirmative: Klennert, Theismann, Knudsen, Zabel***

***Opposed: None***

***Motion Carried***

C. Conservationist/Awards program evaluation criteria – **Board Discussion/Action**  
***Discussion: Dag reported on how he came up with the criteria list. It is a guide to follow. Suggested to change program evaluation criteria as applicable.***

***Motioned by Theismann and seconded by Klennert to approve the awards program evaluation guide as applicable. Choosing for County and write up for state.***

***Affirmative: Klennert, Theismann, Knudsen, Zabel***

***Opposed: None***

***Motion Carried***

D. Letter of Support for Trout Unlimited RCPP – **Board Action/Signature**

***Motioned by Klennert and seconded by Theismann to approve the Letter of Support for Trout Unlimited RCPP.***

***Affirmative: Klennert, Theismann, Knudsen, Zabel***

***Opposed: None***

***Motion Carried***

E. West Indian Creek Targeted Outreach Letters – **Board Signature**

i. Conservation Program Funding under the Mississippi River Basin Initiative – **Informational on Outreach Effort**

***Discussion: One letter for cover crops and one for non-structural practices. All supervisors sign to make it personalized. Cover crop letter going out first to targeted area. Work on personalized information for each recipient.***

- F. Approve Wildlife Habitat Steward Award and Forestry Steward Award nominee for MASWCD - Helen Myers – **Board Approval/Signature**

***Motioned by Klennert and seconded by Theismann to approve Helen Myers for Wildlife Habitat Steward Award and Forestry Steward Award nomination for MASWCD.***

***Affirmative: Klennert, Theismann, Knudsen, Zabel***

***Opposed: None***

***Motion Carried***

- G. Teacher Award Nominee for MASWCD – Mike Besse – **Board Approval/Signature**  
*Terri nominating Mike Besse for the Teacher Award for MASWCD. Mike is a 5<sup>th</sup> grade teacher at Plainview/Elgin/Millville school. He is active in their unit on conservation. He uses our conservation cubes for 2 weeks. 1 week they work with DNR on invasive species. Students need to come up with an end report and create a poster.*

*Mike has taken students to the Science Museum and on an overnight trip to the Eagle Valley Learning Center but ran out of money for that trip. 5<sup>th</sup> graders enjoy our Soil & Conservation Day.*

***Motioned by Knudsen and seconded by Klennert to approve Mike Besse for the Teacher Award for MASWCD***

***Affirmative: Klennert, Theismann, Knudsen, Zabel***

***Opposed: None***

***Motion Carried***

**\*Terri asked for a board member to be on each of the award application for MASWCD. Sharleen volunteered sign for Eric Hein. Dag for Helen Myers.**

- H. MN BWSR Accepting Applications for Lawns to Legumes Grants  
Cost-Share funding available to Minnesota residents to create residential pollinator habitat- **Informational**

- I. Local Forestry Team/Local Forestry Outreach Program Efforts -**DRAFT versions-do not sign**. Potentially there will be some other small related grants.  
Delegate signature authority to Terri Peters to sign as they come in. – **Board Action**

- i. Minnesota State Chapter National Wild Turkey Federation Hunting Heritage Super Fund Application – Due September 1, 2022

***Motioned by Klennert and seconded by Theismann to approve Terri Peters to have signature authority to sign smaller grants as they come in.***

***Affirmative: Klennert, Theismann, Knudsen, Zabel***

***Opposed: None***

***Motion Carried***

- J. Approve Dan Johnson Voucher payment for Contract# 22-CS-1 in the amount of \$4,825.00 for 410 Grade Stabilization and 342 Critical Area Planting – **Board Action**  
(Funds sources FY21 State Cost Share \$1,537.50 and FY 22 State Cost Share \$3,287.50)

***Motioned by Klennert and seconded by Knudsen to approve Dan Johnson voucher payment for Contract# 22-CS-1 in the amount of \$4,825.00 for 410 Grade Stabilization and 342 Critical Area Planting***

***Affirmative: Klennert, Theismann, Knudsen, Zabel***

***Opposed: None***

***Motion Carried***

K. Upcoming Events:

- i. Fall MASWCD / MACDE Employee and Supervisors Meeting Sept. 27<sup>th</sup>.  
Registration at 9:00 am at the Hokah Fire Station – **RSVP by Sept. 15<sup>th</sup>**
- ii. Americorp employee for Urban Forestry, Will Jacobson starts August 29<sup>th</sup>
- iii. January 28, 2023 Application Deadline for Lawns to Legumes program
- iv. SE Landscape Meeting

**XII. Board Reports**

- A. Whitewater JPB – Lynn
- B. Zumbro 1W1P – Larry (alternate Dag)
- C. WinLaC 1W1P – Lynn – ***Listened in on meeting.***
- D. SE SWCD Technical Support JPB – Larry – ***Meeting late Fall/early Winter***
- E. County Board Meeting – Larry (alternate Sharleen) ***No issues on report to County.***
- F. Hiawatha Valley RC&D – Lynn – ***didn't hear back from doodle poll on meeting date.***

**XIII. Adjourn – Board Action**

***Motioned by Knudsen and seconded by Klennert to adjourn the meeting at 9:49 am***

***Affirmative: Klennert, Theismann, Knudsen, Zabel***

***Opposed: None***

***Motion Carried***

**Respectively submitted by:**

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**Larry Theismann, Secretary**

11:38 AM

# Wabasha Soil and Water Conservation District

09/06/22

## Cash Balances

Cash Basis

As of August 31, 2022

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	<u>Aug 31, 22</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Money Market- Bank of Alma	88,136.85
Money Market WNB Financial	7,402.08
Peoples State Bank Money Market	357,842.77
Petty Cash	83.90
WNB Financial	39,412.81
<b>Total Checking/Savings</b>	<u>492,878.41</u>
<b>Total Current Assets</b>	<u>492,878.41</u>
<b>TOTAL ASSETS</b>	<u><u>492,878.41</u></u>
<b>LIABILITIES &amp; EQUITY</b>	0.00

## Wabasha Soil and Water Conservation District

## Balance Sheet

09/15/22

As of August 31, 2022

Accrual Basis

	Aug 31, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Money Market- Bank of Alma	88,136.85
Money Market WNB Financial	7,402.08
Peoples State Bank Money Market	357,842.77
Petty Cash	83.90
WNB Financial	39,412.81
<b>Total Checking/Savings</b>	492,878.41
<b>Accounts Receivable</b>	
11000 · Accounts Receivable	8,988.11
<b>Total Accounts Receivable</b>	8,988.11
<b>Other Current Assets</b>	
12000 · Undeposited Funds	200.00
<b>Total Other Current Assets</b>	200.00
<b>Total Current Assets</b>	502,066.52
<b>Fixed Assets</b>	
<b>15000 · Furniture and Equipment</b>	
Computer	8,706.00
Laptops for Distrct Techs (2)	3,149.22
Samsung Tablets	1,548.69
15000 · Furniture and Equipment - Other	109,828.00
<b>Total 15000 · Furniture and Equipment</b>	123,231.91
<b>17000 · Accumulated Depreciation</b>	-79,335.42
<b>Total Fixed Assets</b>	43,896.49
<b>Other Assets</b>	
<b>Prepaid Items</b>	
Prepaid Rent	920.43
<b>Total Prepaid Items</b>	920.43
<b>Total Other Assets</b>	920.43
<b>TOTAL ASSETS</b>	<b>546,883.44</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
20000 · Accounts Payable	-95.56
<b>Total Accounts Payable</b>	-95.56
<b>Other Current Liabilities</b>	
Allowance for Unemployment Reim	1,581.86
Deferred Revenue	
AIS	76,315.06
FY18 Capacity	1,729.56
FY19 Capacity	4,279.45
FY20 Buffer Initiative	1,827.64
FY20 Capacity	2,019.74
FY20 CWMA	1,932.12
FY20 State Cost share	2,336.70
FY21 Buffer Initiative	15,163.00
FY21 Capacity	31,537.75
FY21 State Cost Share	8,705.80
FY22 Buffer Initiative	17,000.00
FY22 Capacity	73,525.66
FY22 State Cost Share	15,401.00

## Wabasha Soil and Water Conservation District

## Balance Sheet

As of August 31, 2022

09/15/22

Accrual Basis

	<u>Aug 31, 22</u>
FY22 WCA	-1,958.24
FY23 Conservation Delivery	19,619.00
FY23 LWM	14,177.00
FY23 State Cost Share	15,401.00
FY23 WCA	<u>12,118.00</u>
<b>Total Deferred Revenue</b>	311,130.24
<b>Deposit on Tree Sales</b>	35.00
<b>24000 · Payroll Liabilities</b>	1,192.99
<b>25500 · Sales Tax Payable</b>	<u>568.40</u>
<b>Total Other Current Liabilities</b>	314,508.49
<b>Total Current Liabilities</b>	<u>314,412.93</u>
<b>Total Liabilities</b>	314,412.93
<b>Equity</b>	
<b>Fund Balance- Restatement</b>	47,943.10
<b>Fund Balance Designated</b>	31,903.30
<b>Investment in Capital Assets</b>	43,896.49
<b>30000 · Opening Balance Equity</b>	649.89
<b>32000 · Owners Equity</b>	162,483.44
<b>Net Income</b>	<u>-54,405.71</u>
<b>Total Equity</b>	232,470.51
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u><b>546,883.44</b></u></u>

**Wabasha Soil and Water Conservation District**  
**Profit & Loss**  
 August 2022

	Aug 22
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Charges for Services</b>	
Wetlands	200.00
<b>Total Charges for Services</b>	200.00
<b>Intergovernmental Revenues</b>	
<b>Federal</b>	
319 Focus Small Wtrshd-W.Indian	18,012.05
<b>Total Federal</b>	18,012.05
<b>State</b>	
FY21 Regnl DW for Private Wells	1,665.50
FY22 MDA Noxious Weed Grant	660.93
Volunteer Nitrate Monitoring Ne	71.22
<b>Total State</b>	2,397.65
<b>Total Intergovernmental Revenues</b>	20,409.70
<b>Total Income</b>	20,609.70
<b>Gross Profit</b>	20,609.70
<b>Expense</b>	
<b>District Operations</b>	
<b>Other Services and Charges</b>	
Advertising Expense	512.66
Building Rent	920.43
Employee Education and Training	570.75
Employee Mileage	56.25
Internet Expense	179.66
Professional Expenses	888.00
Subs. and Pubs.	160.96
<b>Vehicle Expenses</b>	
Chevrolet Silverado Vehicle Exp	143.39
Hyundia Tucson Vehicle Expense	120.63
<b>Total Vehicle Expenses</b>	264.02
<b>Total Other Services and Charges</b>	3,552.73
<b>Personnel Services</b>	
Employee Salary Permanent	16,749.05
Employer Life and Health	
66000 · Payroll Expenses	6,249.93
Employer Life and Health - Other	22.00
<b>Total Employer Life and Health</b>	6,271.93
Employer Share FICA	1,106.23
Employer Share Medicare	258.71
Employer Share PERA	1,336.51
Worker's Comp Insurance	-452.00
<b>Total Personnel Services</b>	25,270.43
<b>Supplies</b>	
Field Supplies	67.86
Office Supplies	387.69
<b>Total Supplies</b>	455.55
<b>Total District Operations</b>	29,278.71
<b>Project Expenditures</b>	
<b>Federal</b>	



## Wabasha Soil and Water Conservation District

## Profit &amp; Loss

09/15/22

August 2022

Cash Basis

	<u>Aug 22</u>
319 Focus Small Wtrshd-W.Indian	3,937.50
<b>Total Federal</b>	<b>3,937.50</b>
<b>State</b>	
MAWQCP Administration	8,979.11
North Fork Zumbro-Mazeppa	310.00
<b>State Cost Share Proj. Expense</b>	
FY21 State Cost Share	1,537.50
FY22 State Cost Share	4,447.50
<b>Total State Cost Share Proj. Expense</b>	<b>5,985.00</b>
<b>Total State</b>	<b>15,274.11</b>
<b>Total Project Expenditures</b>	<b>19,211.61</b>
<b>Total Expense</b>	<b>48,490.32</b>
<b>Net Ordinary Income</b>	<b>-27,880.62</b>
<b>Other Income/Expense</b>	
<b>Other Income</b>	
<b>Interest Income</b>	
Interest Earnings MM's	365.69
<b>Total Interest Income</b>	<b>365.69</b>
<b>Total Other Income</b>	<b>365.69</b>
<b>Net Other Income</b>	<b>365.69</b>
<b>Net Income</b>	<b>-27,514.93</b>

## Wabasha Soil and Water Conservation District Monthly Bills Listing September 22, 2022

Cash Basis

Type	Date	Num	Name	Memo	Account	Paid Amount
<b>Sep 22, 22</b>						
Liability Check	09/22/2022	11678	Auditor/Treasurer of Wabasha County		WNB Financial	-559.85
Liability Check	09/22/2022	EFT	MN PEIP	<b>County Benefits</b> Group Number 03732 Premiums for Oct 1 - Oct 31, 2022	WNB Financial	-5,586.42
Liability Check	09/22/2022	EFT	VSP Vision Care	Premiums for 10-01 to 10-31-2022	WNB Financial	-64.04
Bill Pmt -Check	09/22/2022	11679	BWSR-1	Registration Terri Peters, Henry Stelten, Matt Kempinger	WNB Financial	-495.00
Bill Pmt -Check	09/22/2022	11680	Dennis Shea	Storage Aug - Dec 2021 62.50, Jan - Dec 2022 150.00	WNB Financial	-212.50
Bill Pmt -Check	09/22/2022	11681	HBC	Internet 9-02 to 10-01-2022	WNB Financial	-79.66
Bill Pmt -Check	09/22/2022	11682	Henry Stelten-b	4th Qtr 2022 HSA Contribution	WNB Financial	-375.00
Bill Pmt -Check	09/22/2022	11683	Jennifer Wahls-C	<b>Wild Turkey Fed, WDA 316.00</b>	WNB Financial	-2,810.00
Bill Pmt -Check	09/22/2022	11684	Mathew Kempinger-c	4h Qtr 2022 HSA Contribution	WNB Financial	-750.00
Bill Pmt -Check	09/22/2022	11685	Mittel Schule, Inc.	October 2022 Rent	WNB Financial	-920.43
Bill Pmt -Check	09/22/2022	11686	Olmsted County Public Works	Mark Root Aug 2022 Salary & MAW/QCP expenses	WNB Financial	-9,852.34
Bill Pmt -Check	09/22/2022	11687	SE MASWCD	Registration 4 Staff & 2 Supv + 1 - Frank @ \$10.00	WNB Financial	-70.00
Bill Pmt -Check	09/22/2022	11688	Susan Carwinski-1	4th Qtr 2022 HSA Contribution	WNB Financial	-750.00
Bill Pmt -Check	09/22/2022	11689	Terri Peters (Expenses)	4th Quarter 2022 HSA Contribution	WNB Financial	-750.00
Bill Pmt -Check	09/22/2022	11690	Wabasha County Highway Department	August gas Hyundai & Silverado	WNB Financial	-190.24
Bill Pmt -Check	09/22/2022	11691	WSB	Aug 1 - Aug 31 Professional Svs for N.Fork Zumbro	WNB Financial	-1,040.00
Bill Pmt -Check	09/22/2022	11692	Terri Peters (Expenses)	Mileage for WinLac and Eric Heins interview	WNB Financial	-63.13
<b>Sep 22, 22</b>						<b>-24,568.61</b>

Paid online

NRCS Field Office Report

9/22/22

John Benjamin

**Current office standing**

- The office is open to producers.
- Masks are currently not required in the building; this could change on a weekly basis dependent on CDC COVID community levels presented the Friday before.

**CSP (Conservation Stewardship Program)**

- 10 Active contracts
- 10 Applications for CSP classic in pending status
- 2 Applications for CSP23 renewal
- CSP Grassland Conservation initiative (GCI) sign up deadline October 14<sup>th</sup> 2022
- No applicants yet

**EQIP (Environmental Quality Incentive Program)**

- 27 Active EQIP contracts (totaling roughly \$351,772 in cost share remaining to be paid out)
- 19 Applications in pending status

**RCPP-EQIP (Regional Conservation Partnership Program- EQIP)**

- 4 active contracts (totaling roughly \$22,290 in cost share remaining to be paid out)
- No applications submitted

**RCPP (Regional Conservation Partnership Program)**

Land Management fund through MAWQCP sign up is applicable in this county

- 1 Active contract
- No applications submitted

**CRP (Conservation Reserve Program)**

- 113 Expiring contract reviews for FY23
- All reviews have been completed
- 32 Continuous offers accepted (31 contracts signed currently)
- 17 General offers accepted. (Contracts completed)

# Monthly Report – September 2022

Matt Kempinger

## Projects

- As-Built certification for 1 grassed waterway
- Preliminary design work for 1 waterway
- Preliminary design work for 3 grade stabilization structures
- Preliminary project planning for 2 feedlot projects
- Site investigation for 1 grade stabilization structure
- Voucher processing for 1 grade stabilization structure
- Prepare contract amendment for 1 grade stabilization structure project
- Significant revision work on Gorman Creek stream restoration
- Prepare material for Gorman Creek stream project bid package
- Survey for Mazeppa stream restoration

## Others

- Processing of 3 WCA joint application
- Review of 2 1026 requests for WCA
- Draft 1 WCA restoration order
- Represent WCA during 1 proposed wetland bank site visits
- Informed 1 landowner about MAWQCP program
- Provided documentation to MAWQCP specialist for 3 projects
- Answered general resource questions from public and assisted where possible
- Began workflow for GIS processing on drone imagery

## Work Summary –September 2022

Henry Stelten

### Projects

- Cover crop contracting (x5 new)
- Cover crop potential contracts planning (x2)
- Cover crop seeding plans & communications for on-going contracts (x13)
- Preliminary Grazing Plan planning (x1)
- Communication & coordination for 410 grade stabilization structure (x2)
- Site visits for potential 2023 brush management projects (x2)
- Feedlot fix site visit (x1)

### Others

- West Indian Creek non-structural outreach letter & EQIP rates mailer
- Safe Drinking Water Grant cost-share contracting and outreach
- 2022 Noxious Weed Grant treatment coordination and site/population scouting & mapping
- Drone flight for Gorman Creek project surface survey
- Roller-crimper storage space & assistance rental agreement drafting & updates
- Potential CREP site eligibility investigation
- Initial site visits for conservation planning
- MAWQCP maps and producer info provided to MDA staff

### Training

- Meeting for IDP & training needs
- BWSR Academy registration

**Sue:**

Contractor's list updated and public notice change sent to new website.

Setup accounts for Nat'l Wildlife Turkey Federation and Jen Wahl's for \$2,500.00

Board Minutes – recording, typed up and sent out to board for review

Bank Reconciliations

Deposits & Checks report for Terri's program record

August Financial Statements

Filed copies of signed minutes for approved contracts/vouchers in producer's file

September Agenda and Board packet – uploaded inf for meeting

Normal Monthly Duties



## 2022 BWSR Academy

Minnesota Board of Water and Soil Resources' annual training event for conservation-based local government staff.

**October 25-27, 2022**  
**Cragun's Conference Center**  
**Brainerd, MN**

The BWSR Academy has a daily capacity limit of 420 attendees. Registration will close after reaching this limit.

If the capacity limit is not reached, online registration will close at 4:30 PM on September 30.

---

### Personal Information

**First Name**

Terri

**Last Name**

Peters

**Organization**

Wabasha SWCD

**Phone**

(651) 565-2044

**Email**

terri.peters@mn.nacdnet.net

**Confirm Email**

terri.peters@mn.nacdnet.net

**Please Note:** *By attending BWSR Academy, you are providing permission to BWSR to take your picture and use the picture in materials used by BWSR.*

### Academy Goals

**Goals:** List two specific things you want to learn, do, apply, or improve at this year's BWSR Academy.

**Goal One:**

Learn skills that will help build and manage organizational capacity and share with board

**Goal Two:**

Get ideas for managing and tracking grants particularly with multiple partners

### Academy Session Registration

Based on your goals and interests, please select the session(s) you will attend during the BWSR

Academy. Please review the detailed descriptions of each session, which are posted on the [BWSR Academy page](#).

Session capacity varies from 40 to 80 participants, and session registration will close once limit has been reached. Because Academy sessions are designed to be interactive, sessions are not recorded.

**Sessions, trainers, and descriptions are subject to change.**

### **Session Accommodations Needs**

If you require special accommodations specifically related to attending an Academy session, please contact Jason Weinerman via email: [jason.weinerman@state.mn.us](mailto:jason.weinerman@state.mn.us).

### **Which day(s) will you be attending Academy?**

Tuesday, October 25

Wednesday, October 26

Thursday, October 27

## **Tuesday, October 25**

### **Session One - 10:30 AM**

How Do I Track That?

### **Session Two - 1:30 PM**

Not attending this session

### **Session Three - 3:30 PM**

Supporting Ag for All: Emerging Farmers Working Group

## **Wednesday, October 26**

### **Session One - 8:30 AM**

Small Scale DEI

### **Session Two - 10:30 AM**

Connect 3: Utilizing Reduction Estimators for Your Water Plan

### **Session Three - 1:00 PM**

Pass It On: Strategies for Knowledge Sharing

### **Session Four - 2:45 PM**

The Beginning, Middle & End: Best Practices for Employee Management

## **Thursday, October 27**

### **Session One - 8:30 AM**

Kayaking the Media Stream: Outreach Strategies to Stay Afloat

### **Session Two - 10:30 AM**

Running a Successful Forestry Program

## **Lunch**

### **Which day(s) will you be joining us for lunch during Academy?**

Tuesday, October 25

Wednesday, October 26

Thursday, October 27

### **Special Dietary Needs**



If you have special dietary needs, please note your request on your Cragun's lodging reservation form. In addition to indicating on the lodging form, you may contact Cragun's directly.

Contact: Lorie Bourassa  
Email: [Lbourassa@craguns.com](mailto:Lbourassa@craguns.com)

## Registration Fees

The Academy registration fee includes attendance at BWSR Academy sessions, lunch, breaks, and materials for the sessions for which you register each of the days you attend.

### Which day(s) will you be a trainer at BWSR Academy?

Not Applicable

### Trainer Registration Fee Waiver

Trainers, if you plan on attending the Academy for more than the day(s) you are presenting, please deduct one day's registration cost for each of the days you will be presenting from the total amount due.

### Total Registration

Three-day registration - \$165.00

### Payment Method

Check

Checks and purchase orders are to be made payable to **BWSR** and mailed to:

2022 BWSR Academy MN Board of Water & Soil Resources 520 Lafayette Road North St. Paul, MN 55155

Academy registration payment must be received by BWSR prior to **October 19**. Payments CANNOT be accepted on-site.

### Academy Cancellation Policy

To receive a refund for your Academy registration fee, Academy registration cancellation requests must be received via email to [Carla Swanson-Cullen](mailto:Carla.Swanson-Cullen@mn.gov) by **4:30 PM on October 5**.

Academy registration refunds will NOT be given after the cancellation deadline.

## Lodging Reservations

You are responsible for making (or cancelling, if necessary) your lodging reservation directly with Cragun's Conference Center. Preferred lodging held until October 10th. Please visit the [BWSR Academy page](#) for additional information.

### Accesible Lodging

If you require accessible lodging, please note your request on your Cragun's lodging reservation form. In



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

---

## Fwd: 2022 BWSR Academy Confirmation Email

1 message

---

Henry Stelten <henrystelten.wabashaswcd@gmail.com>

Tue, Sep 13, 2022 at 11:06 AM

To: Terri Peters <terri.peters@mn.nacdn.net>

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

2022 BWSR Academy registration confirmation. Should we use the card to arrange our own rooms, or will Sue take care of that for everyone?

Henry

----- Forwarded message -----

From: **MN Board of Water and Soil Resources** <notifications@cognitofirms.com>

Date: Tue, Sep 13, 2022 at 11:01 AM

Subject: 2022 BWSR Academy Confirmation Email

To: <henrystelten.wabashaswcd@gmail.com>

## MN Board of Water and Soil Resources

### 2022 BWSR Academy

Henry, thank you for registering for the 2022 BWSR Academy.

*By attending BWSR Academy, you are providing permission to BWSR to take your picture and use the picture in materials used by BWSR.*

#### Academy Cancellation Policy:

Academy cancellations must be submitted via email to Carla Swanson-Cullen and must be received by **4:30 PM on October 5** in order to receive a refund of your registration fee.

Academy registration refunds will NOT be given after the cancellation deadline.

#### Payments

Checks and purchase orders are to be made payable to **BWSR** and mailed to:

2022 BWSR Academy  
MN Board of Water & Soil Resources  
520 Lafayette Road North  
St. Paul, MN 55155

Academy registration payment must be received by BWSR prior to **October 19**.

Payments cannot be accepted on-site.

#### Lodging

For information regarding lodging reservations, please visit the BWSR Academy page.

If you have special dietary needs or require accessible lodging, please note your request on your Cragun's lodging reservation form. In addition to indicating on the lodging form, you may contact Cragun's directly.

Contact: Lorie Bourassa  
Email: Lbourassa@craguns.com

## Entry Details

### Personal Information

<b>FIRST NAME</b>	Henry
<b>LAST NAME</b>	Stelten
<b>ORGANIZATION</b>	Wabasha SWCD
<b>PHONE</b>	(651) 560-2051
<b>EMAIL</b>	henrystelten.wabashaswcd@gmail.com
<b>CONFIRM EMAIL</b>	henrystelten.wabashaswcd@gmail.com

### Academy Goals

<b>GOAL ONE:</b>	I would like to learn more about conducting effective outreach through media and events.
<b>GOAL TWO:</b>	I would like to learn more about farming operations so that I can understand how conservation can fit into what a producer is already doing in a way that makes economic and resource sense.

### Academy Session Registration

<b>WHICH DAY(S) WILL YOU BE ATTENDING ACADEMY?</b>	Tuesday, October 25 Wednesday, October 26 Thursday, October 27
--	--

## Tuesday, October 25

<b>SESSION ONE - 10:30 AM</b>	Conservation Practice Economics
<b>SESSION TWO - 1:30 PM</b>	Get the Word Out: Working with Media
<b>SESSION THREE - 3:30 PM</b>	Crop Production 101

## Wednesday, October 26

<b>SESSION ONE - 8:30 AM</b>	Effectively Communicating Soil Health Through Interactive Demonstrations
<b>SESSION TWO - 10:30 AM</b>	Best Management Practices for Efficient Herbicide Use & Cover Crop Termination
<b>SESSION THREE - 1:00 PM</b>	OH NO! I Have to Plan Another Event!
<b>SESSION FOUR - 2:45 PM</b>	Practical Uses for New High-Definition LiDAR

## Thursday, October 27

<b>SESSION ONE - 8:30 AM</b>	Selling Conservation – Part 1
<b>SESSION TWO - 10:30 AM</b>	Selling Conservation – Part 2

## Lunch

<b>WHICH DAY(S) WILL YOU BE JOINING US FOR LUNCH DURING ACADEMY?</b>	Tuesday, October 25 Wednesday, October 26 Thursday, October 27
--	--

## Registration Fees

<b>WHICH DAY(S) WILL YOU BE A TRAINER AT BWSR ACADEMY?</b>	Not Applicable
<b>TOTAL REGISTRATION</b>	Three-day registration - \$165.00



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

## Fwd: 2022 BWSR Academy Confirmation Email

1 message

Matt Kempinger <matt.kempinger.wabashaswcd@gmail.com>

Fri, Sep 16, 2022 at 3:18 PM

To: Susan Cerwinske <susan.cerwinske.wabashaswcd@gmail.com>, "Cerwinske, Susan - FPAC-NRCS, Wabasha, MN" <susan.cerwinske@mn.nacdn.net>

Sue,

Here is my registration confirmation email. There is a PDF of this attached as well.

Matt

----- Forwarded message -----

From: **MN Board of Water and Soil Resources** <notifications@cognitofrms.com>

Date: Fri, Sep 16, 2022 at 3:15 PM

Subject: 2022 BWSR Academy Confirmation Email

To: <matt.kempinger.wabashaswcd@gmail.com>

## MN Board of Water and Soil Resources 2022 BWSR Academy

**Matthew, thank you for registering for the 2022 BWSR Academy.**

*By attending BWSR Academy, you are providing permission to BWSR to take your picture and use the picture in materials used by BWSR.*

### **Academy Cancellation Policy:**

Academy cancellations must be submitted via email to [Carla Swanson-Cullen](#) and must be received by **4:30 PM on October 5** in order to receive a refund of your registration fee.

Academy registration refunds will NOT be given after the cancellation deadline.

### **Payments**

Checks and purchase orders are to be made payable to **BWSR** and mailed to:

2022 BWSR Academy  
MN Board of Water & Soil Resources  
520 Lafayette Road North  
St. Paul, MN 55155

*Academy registration payment must be received by BWSR prior to **October 19**.*

Payments cannot be accepted on-site.

## Lodging

For information regarding lodging reservations, please visit the [BWSR Academy](#) page.

If you have special dietary needs or require accessible lodging, please note your request on your Cragun's lodging reservation form. In addition to indicating on the lodging form, you may contact Cragun's directly.

Contact: Lorie Bourassa

Email: [Lbourassa@craguns.com](mailto:Lbourassa@craguns.com)

## Entry Details

### Personal Information

<b>FIRST NAME</b>	Matthew
<b>LAST NAME</b>	Kempinger
<b>ORGANIZATION</b>	Wabasha Soil & Water Conservation District
<b>PHONE</b>	(507) 254-7232
<b>EMAIL</b>	<a href="mailto:matt.kempinger.wabashaswcd@gmail.com">matt.kempinger.wabashaswcd@gmail.com</a>
<b>CONFIRM EMAIL</b>	<a href="mailto:matt.kempinger.wabashaswcd@gmail.com">matt.kempinger.wabashaswcd@gmail.com</a>

### Academy Goals

<b>GOAL ONE:</b>	Increase my understanding of the factors besides conservation that are ongoing in the lives of each of the farmers we work with.
<b>GOAL TWO:</b>	Expand my toolbelt to better include both technology and physical demonstrations to increase my effectiveness at implementing conservation in our county.

### Academy Session Registration

<b>WHICH DAY(S) WILL YOU BE ATTENDING ACADEMY?</b>	Tuesday, October 25
--	---------------------

Wednesday, October 26  
Thursday, October 27

## Tuesday, October 25

<b>SESSION ONE - 10:30 AM</b>	Conservation Practice Economics
<b>SESSION TWO - 1:30 PM</b>	Becoming a Pro at ArcGIS Pro – Part 1
<b>SESSION THREE - 3:30 PM</b>	Crop Production 101

## Wednesday, October 26

<b>SESSION ONE - 8:30 AM</b>	Effectively Communicating Soil Health Through Interactive Demonstrations
<b>SESSION TWO - 10:30 AM</b>	Connect 3: Utilizing Reduction Estimators for Your Water Plan
<b>SESSION THREE - 1:00 PM</b>	Practice Standards are Merely Guidelines, Right?
<b>SESSION FOUR - 2:45 PM</b>	Practical Uses for New High-Definition LiDAR

## Thursday, October 27

<b>SESSION ONE - 8:30 AM</b>	Reading Wetland “Hydroscares” – The Relationship of Geomorphology, Hydrology, Soil, & Wetlands
<b>SESSION TWO - 10:30 AM</b>	Being Resourceful with Drones: Let Conservation Take Flight!

## Lunch

<b>WHICH DAY(S) WILL YOU BE JOINING US FOR LUNCH DURING ACADEMY?</b>	Tuesday, October 25 Wednesday, October 26 Thursday, October 27
--	--

## Registration Fees

<b>WHICH DAY(S) WILL YOU BE A TRAINER AT BWSR ACADEMY?</b>	Not Applicable
--	----------------

**TOTAL REGISTRATION**

Three-day registration - \$165.00

**PAYMENT METHOD**

Check

You are receiving this email because you completed a transaction with BWSR.

Powered by



--  
Matt Kempinger  
District Technician



611 Broadway Ave., Suite 10

Wabasha, MN 55981

(651)560-2055



---

**Kempinger Matt - 2022 BWSR Academy Registration- 277.pdf**  
126K



**Peters, Terri - NRCS-CD, Wabasha, MN**

---

**From:** lbourassa@craguns.com <noreply+b6915c0d0dbf862a@formstack.com>  
**Sent:** Wednesday, September 14, 2022 12:05 PM  
**To:** Peters, Terri - NRCS-CD, Wabasha, MN  
**Subject:** [External Email]BWSR Academy October 25-27, 2022

[External Email]

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



**Formstack Submission For: BWSR Academy October 25-27, 2022**  
Submitted at 09/14/22 12:04 PM

<b>Name:</b>	Terri Peters
<b>Organization:</b>	Wabasha SWCD
<b>Address:</b>	611 Broadway Ave. Suite 10 Wabasha, MN 55981
<b>Daytime Phone:</b>	(651) 560-2044
<b>Email - Confirmations will be sent to this address:</b>	terri.peters@mn.nacdn.net
<b>Room Preference - Subject to availability:</b>	Lodge Room (\$75.16 per room/bedroom)
<b>Select Nights - Rates include tax (based on availability):</b>	Monday, October 24 (\$75.16 per room/bedroom) Tuesday, October 25 (\$75.16 per room/bedroom) Wednesday, October 26 (\$75.16 per room/bedroom)
<b>Room Occupants:</b>	N/A

Tuesday Breakfast at \$12.04 each: 1

Wednesday Breakfast \$12.04 each: 1

Thursday Breakfast at \$12.04 each: 1

Checkbox: Credit card

Credit Card: Card number: \*\*\*\*\*3582 Expiration: 02/25

: Check box to accept Terms & conditions

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

261.60

**FW: [External Email]BWSR Academy October 25-27, 2022**

1 message

**Stelten, Henry - FPAC-NRCS-CD, WABASHA, MN** <Henry.stelten@mn.nacdnet.net>  
To: Susan Cerwinske <susan.cerwinske.wabashaswcd@gmail.com>

Wed, Sep 14, 2022 at 12:45 PM

Here's the confirmation for my room.

Thanks

**From:** lbourassa@craguns.com <noreply+b6915c0d0dbf862a@formstack.com>  
**Sent:** Wednesday, September 14, 2022 12:11 PM  
**To:** Stelten, Henry - FPAC-NRCS-CD, WABASHA, MN <Henry.stelten@mn.nacdnet.net>  
**Subject:** [External Email]BWSR Academy October 25-27, 2022

[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



**Formstack Submission For: BWSR Academy October 25-27, 2022**

**Submitted at 09/14/22 12:11 PM**

<b>Name:</b>	Henry Stelten
<b>Organization:</b>	Wabasha SWCD
<b>Address:</b>	611 Broadway Ave. Suite 10 Wabasha, MN 55981

**Daytime Phone:** (651) 560-2051

**Email - Confirmations will be sent to this address:** Henry.stelten@mn.nacdnet.net

**Room Preference - Subject to availability:** Lodge Room (\$75.16 per room/bedroom)

**Select Nights - Rates include tax (based on availability):**  
Monday, October 24 (\$75.16 per room/bedroom)  
Tuesday, October 25 (\$75.16 per room/bedroom)  
Wednesday, October 26 (\$75.16 per room/bedroom)

**Room Occupants:** N/A

**Tuesday Breakfast at \$12.04 each:** 1

**Wednesday Breakfast \$12.04 each:** 1

**Thursday Breakfast at \$12.04 each:** 1

**Checkbox:** Credit card

**Credit Card:** Card number: \*\*\*\*\*3582  
Expiration: 02/25

**:** Check box to accept Terms & conditions

*\$ 261.60*



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

**FW: [External Email]BWSR Academy October 25-27, 2022**

1 message

**Kempinger, Matthew - FPAC-NRCS-CD, Wabasha, MN**

<Matthew.Kempinger@mn.nacdnet.net>

Fri, Sep 16, 2022 at 2:59

PM

To: Susan Cerwinske <susan.cerwinske.wabashaswcd@gmail.com>, "Cerwinske, Susan - FPAC-NRCS, Wabasha, MN"

<susan.cerwinske@mn.nacdnet.net>

**From:** [lbourassa@craguns.com](mailto:lbourassa@craguns.com) <noreply+b6915c0d0dbf862a@formstack.com>

**Sent:** Wednesday, September 14, 2022 12:09 PM

**To:** Kempinger, Matthew - FPAC-NRCS-CD, Wabasha, MN <[Matthew.Kempinger@mn.nacdnet.net](mailto:Matthew.Kempinger@mn.nacdnet.net)>

**Subject:** [External Email]BWSR Academy October 25-27, 2022

[External Email]

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**Formstack Submission For: [BWSR Academy October 25-27, 2022](#)**

Submitted at 09/14/22 12:08 PM

**Name:**

Matt Kempinger

**Organization:**

Wabasha SWCD

**Address:**

611 Broadway Ave.  
Suite 10  
Wabasha, MN 55981

**Daytime Phone:**

(651) 565-2055

**Email - Confirmations will be sent to this address:**

[Matthew.Kempinger@mn.nacdnet.net](mailto:Matthew.Kempinger@mn.nacdnet.net)

**Room Preference - Subject to availability:**

Lodge Room (\$75.16 per room/bedroom)

**Select Nights - Rates include tax (based on availability):**

Monday, October 24 (\$75.16 per room/bedroom)

Tuesday, October 25 (\$75.16 per room/bedroom)

Wednesday, October 26 (\$75.16 per room/bedroom)

**Room Occupants:**

N/A

**Tuesday Breakfast at \$12.04 each:**

1

**Wednesday Breakfast \$12.04 each:**

1

**Thursday Breakfast at \$12.04 each:**

1

**Checkbox:**

Credit card

**Credit Card:**

Card number: \*\*\*\*\*3582

Expiration: 02/25

:

Check box to accept Terms & conditions

261.60

### Contract Amendment Form

Organization:  Wabasha SWCD	Contract Number:  22-Capacity-2	Amendment Number:  1	Amendment Type
		Board Meeting Date:  9/22/2022	Date <input type="checkbox"/> Amount <input checked="" type="checkbox"/> Land Occupier <input type="checkbox"/> Practice <input type="checkbox"/> Other <input type="checkbox"/>

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

State Grant Agreement Expiration Date: 12/31/2023 Original Contract Install Date: 11/30/2023

Amended Contract Install Date (if applicable): \_\_\_\_\_

Original Total Amount Authorized: \$12,835.96 Amended Total Amount Authorized: \$5,250.28


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

This amendment is to change cost share amount to reflect newly approved EQIP funding for the project. EQIP is going to fund \$10,862.00 of the project. To account for this being over contracted this amendment is decreasing cost share for contract 22-Capacity-2 by \$7,585.69 to a new amount of \$5,250.28. This number reflects what is required to reach 75% of the NRCS cost estimate (\$28,149.70) after subtracting EQIP (\$10,862) and MAWQCP (\$5,000). The 75% maximum payment rate for all sources combined is still in place. New Funding Breakdown: ~~2021~~ Capacity = ~~\$329.26~~ / 2022 Capacity = \$4,929.02 / Total = \$5,250.28.

*TP 8 1323 897.51      \$ 2352.77*

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 <u>9-1-2022</u>	Land Occupier 
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 <u>8-13-22</u>	Technical Assistance Provider <u>Matt Kempinger</u>	Technical Assistance Provider NRCS-CPA 1245 (Practice Approval and Payment Worksheet) can be utilized as the certification of practice completion. An attached completed and signed NRCS-CPA-1245 and as-built
------------------------	--	--

**Organizational Approval**

Date <u>9-22-2022</u>	Authorized Signature <u>Lynn Jahl</u>
--------------------------	--

\*Attach this form to the Conservation Practice Assistance Contract

## PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

<b>Organization:</b>  Wabasha SWCD	<b>Contract Number:</b>  22-Capacity-2	<b>Other state or non-State funds?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> No	<b>Amendment</b> <input type="checkbox"/> <b>Board Meeting Date(s):</b>	<b>Canceled</b> <input type="checkbox"/> <b>Board Meeting Date(s):</b>
--	--	--	--	---

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

### Applicant

<b>Land Occupier Name</b>  Klavetter Family Farm	<b>Address</b>  820 3rd Ave NW	<b>City/State</b>  Plainview, MN	<b>Zip Code</b>  55934
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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

<b>Township Name:</b>  Plainview	<b>Township No.:</b>  108	<b>Range No.:</b>  11	<b>Section No.</b>  36	<b>1/4, 1/4</b>  SE1/4, NE/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 15 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

NRCS - Field Office Technical Guide - 410 Grade Stabilization Structure


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

### Applicant Signatures

The land occupier's signature indicates agreement to:

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



Date 8-17-2022	Land Occupier 
Date	Landowner (if different from applicant)
	Address, if different from applicant information:

### Conservation Practice

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

Eligible Component Standards & Names <b>410 Grade Stabilization Structure, 342 Critical Area Planting, 484 Mulching</b>	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate <b>\$23,781.28</b>
	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 8-16-22	Technical Assistance Provider <i>Matt Kempinger</i>	<small>NRCS-CPA-1245 (Practice Approval and Payment Worksheet) can be utilized as the certification of practice completion. An attached completed, and signed NRCS-CPA-1245 and the as-built can be used as the Technical Certification on the "Voucher and Certification"</small>
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### Pre-Construction Cover

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

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

### Amount Authorized for Financial Assistance

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

Amount	Program Name	Fiscal Year
\$12,514.70	2022 Capacity	2022
\$321.26	2021 Capacity	2021

Date 8-25-2022	Authorized Signature <i>Lynn Gabel</i>	Total Amount Authorized <b>\$12,835.96</b>
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## STORAGE SPACE LEASE

This Agreement is made and entered between Dennis Shea, hereinafter referred to as "Lessor" and Wabasha County SWCD, hereinafter referred to as "Lessee or Tenant" on the effective date signed by both parties.

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the premises generally described as storage space for item identified in attachment "A", it is herein agreed as follows:

1. Lessor hereby leases to Tenant, the premises described above for a term of one year beginning on or before August 1st, 2021 and ending after December 31, 2022. The tenant shall surrender possession at the end of the term or at the end of any extension thereof. Extensions must be placed in writing on this lease, and both parties agree that failure to execute an extension at least One month before the end of the current term shall be constructive notice of intent to allow the lease to expire. Amendments and alterations to this lease must be made in writing and mutually agreed upon, signed and dated by all parties. In the event of failure to agree on a proposed alteration, the existing provisions of the lease shall control operations.
2. Tenant agrees to pay the rent herein provided subject to the terms and conditions set forth herein.
3. Lessor agrees to assist, as necessary and provided having received at least 24-hour notice, with the loading and unloading of the I & J roller crimper to and from transport. Tenant agrees to pay Lessor \$20.00 per rental when assisting with loading, pickup/drop off of the I & J roller crimper is required to be paid along with the annual storage rental rate. Lessor and tenant will each maintain a record of rental assistance provided.
4. Rent shall be paid annually in full following the Wabasha SWCD Board approval at the December board meeting to the address of Landlord as stated above or at such other address as Landlord may, from time to time, require. The total payment will be \$150.00 annually in advance for storage of the roller crimper, plus an additional \$20.00 for each recorded instance of assistance within the prior lease term. Payment for the term of August 1st of 2021 to December 31st 2022 will amount to \$362.50.
5. Lessor covenants that on the leased premises there exists no violation of any applicable building code, law or regulation.
6. Tenant agrees to use the premises exclusively for the storage of the I & J Roller Crimper owned by Tenant and for no other use.
7. Lessor is not responsible for any loss or damage due to fire, theft, water, wind or any cause whatsoever to the property of Tenant, nor is Lessor required to carry any insurance to cover same.
8. Tenant shall have the right to enter said premises at any time with advanced notice to the Lessor to inspect the I & J roller crimper.

9. Tenant agrees to notify Lessor in writing 30 days in advance of vacating the premises, with full understanding that this lease agreement will obligate both parties for a minimum of one year, unless agreed upon in writing by both parties. If both parties cannot agree on terms of termination, the renter will not be held accountable for more than one additional quarter of a year rental payment.

10. Lessor and Tenant agree that this lease, when filled out and signed, is a binding legal obligation.

11. Lease constitutes the entire Agreement between parties hereto.

In Witness thereof, the parties hereto have executed this Agreement on the date

Lessor: \_\_\_\_\_  
Dennis Shea

Date: \_\_\_\_\_

Renter: \_\_\_\_\_  
Wabasha County SWCD

Date: \_\_\_\_\_

Attachment A:

Storage Space Address:  
11098 Fischer Hill Dr.  
Plainview, MN 55964

Phone: 507-951-5498  
Email: [suelovesthepack@gmail.com](mailto:suelovesthepack@gmail.com)

<u>Item:</u>	<u>space needed (length, width)</u>	<u>Total</u>
I & J 3- point hitch Roller Crimper	15' 5"	75

## STORAGE SPACE LEASE

This Agreement is made and entered between Dennis Shea, hereinafter referred to as "Lessor" and Wabasha County SWCD, hereinafter referred to as "Lessee or Tenant" on the effective date signed by both parties.

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the premises generally described as storage space for item identified in attachment "A", it is herein agreed as follows:

1. Lessor hereby leases to Tenant, the premises described above for a term of one year beginning on or before January 1st, 2023 and ending after December 31, 2023. The tenant shall surrender possession at the end of the term or at the end of any extension thereof. Extensions must be placed in writing on this lease, and both parties agree that failure to execute an extension at least One month before the end of the current term shall be constructive notice of intent to allow the lease to expire. Amendments and alterations to this lease must be made in writing and mutually agreed upon, signed and dated by all parties. In the event of failure to agree on a proposed alteration, the existing provisions of the lease shall control operations.
2. Tenant agrees to pay the rent herein provided subject to the terms and conditions set forth herein.
3. Lessor agrees to assist, as necessary and provided having received at least 24-hour notice, with the loading and unloading of the I & J roller crimper to and from transport. Tenant agrees to pay Lessor \$20.00 per rental when assisting with loading, pickup/drop off of the I & J roller crimper is required to be paid along with the annual storage rental rate. Lessor and tenant will each maintain a record of rental assistance provided.
4. Rent shall be paid annually in full following the Wabasha SWCD Board approval at the December board meeting to the address of Landlord as stated above or at such other address as Landlord may, from time to time, require. The total payment will be \$150.00 annually in advance for storage of the roller crimper, plus an additional \$20.00 for each recorded instance of assistance within the prior lease term.
5. Lessor covenants that on the leased premises there exists no violation of any applicable building code, law or regulation.
6. Tenant agrees to use the premises exclusively for the storage of the I & J Roller Crimper owned by Tenant and for no other use.
7. Lessor is not responsible for any loss or damage due to fire, theft, water, wind or any cause whatsoever to the property of Tenant, nor is Lessor required to carry any insurance to cover same.
8. Tenant shall have the right to enter said premises at any time with advanced notice to the Lessor to inspect the I & J roller crimper.

9. Tenant agrees to notify Lessor in writing 30 days in advance of vacating the premises, with full understanding that this lease agreement will obligate both parties for a minimum of one year, unless agreed upon in writing by both parties. If both parties cannot agree on terms of termination, the renter will not be held accountable for more than one additional quarter of a year rental payment.

10. Lessor and Tenant agree that this lease, when filled out and signed, is a binding legal obligation.

11. Lease constitutes the entire Agreement between parties hereto.

In Witness thereof, the parties hereto have executed this Agreement on the date

Lessor: \_\_\_\_\_  
Dennis Shea

Date: \_\_\_\_\_

Renter: \_\_\_\_\_  
Wabasha County SWCD

Date: \_\_\_\_\_

Attachment A:

Storage Space Address:  
11098 Fischer Hill Dr.  
Plainview, MN 55964

Phone: 507-951-5498  
Email: [suelovesthepack@gmail.com](mailto:suelovesthepack@gmail.com)

<u>Item:</u>	<u>space needed (length, width)</u>	<u>Total</u>
I & J 3- point hitch Roller Crimper	15' 5"	75

## PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization: <b>Wabasha SWCD</b>	Contract Number: <b>21-SDW-2</b>	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 <b>Bernard &amp; Sharon Schumacher</b>	Address <b>58121 County Road 4</b>	City/State <b>Plainview, MN</b>	Zip Code <b>55964</b>
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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: <b>Highland</b>	Township No: <b>109</b>	Range No.: <b>11</b>	Section No. <b>20</b>	<b>1/4,1/4</b> <b>SE, SE</b>
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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 objectives are met and the effective life, a minimum of N/A years, is achieved. The specific operation and maintenance requirements for the conservation practice(s) 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(s) during its effective life, the land occupier is liable to the organization for the amount up to 150% of the amount of financial assistance received to install and establish the practice(s) 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:

Reverse-Osmosis Point of Use Water Treatment System

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, will remain in effect unless canceled or amended by mutual agreement. If the practice(s) covered by this contract have not been installed by 1/30/2023, this contract will be automatically terminated on that date.
7. Items or cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices/receipts must include: the name of the vendor; the materials, labor or equipment used; the component unit costs and the date(s) the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts. Reimbursement requests must also be supported by a completed Percent Based Voucher Form.

### Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel(s) where the conservation practice(s) will be located.
2. Obtain any permits required in conjunction with the installation and establishment of the practice(s) prior to starting construction of the practice(s).
3. Be responsible for the operation and maintenance of conservation practice(s) applied under this program in accordance with an Operation and Maintenance Plan prepared by the technical assistance provider.
4. Not accept cost-share funds, from state sources in excess of 50%, or state and non-state sources that when combined are in excess of 50% of the total cost to establish the conservation practice(s). Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the Flat Rate Payment option.
5. Provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

Date	Land Occupier
9-21-2022	Sharon Schumacher
Date	Landowner, if different from applicant
	Address, if different from applicant information:

### Conservation Practice

The primary practice for which cost-share is requested is: **Reverse-Osmosis Water Treatment System & Installation**

Practice standard(s) or eligible component(s)	Engineered Practice:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Total Project Cost Estimate
	Ecological Practice:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Reverse-Osmosis Water Treatment System & Installation			\$890.00

### Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above-listed practice(s) will be installed and deem the practice(s) needed and that the estimated quantities and costs are practical and reasonable.

Date	Technical Assistance Provider

### Pre-Construction Cover

Allowed when temporary cover is necessary for future installation of structural conservation practices. A Flat Rate Payment of up to \$150 per acre, not to exceed 10 acres, is allowed as part of a State Cost-Share contract for the installation of structural practice(s).

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

### Amount Authorized for Financial Assistance

The organization board has authorized the following for financial assistance, total not to exceed 50.0% of the total cost to establish the conservation practice plus the pre-construction cover total amount if utilizing the Flat Rate Payment option.

Date	Authorized Signature	Total Amount Authorized
		\$445.00

**FY 2023 STATE OF MINNESOTA  
 BOARD OF WATER and SOIL RESOURCES  
 SOIL HEALTH COST SHARE GRANTS  
 GRANT AGREEMENT**

<b>Vendor:</b>	0000205683
<b>PO#:</b>	3000015361

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 Minnesota 55981** (Grantee).

<i>This grant is for the following Grant Programs :</i>		
P23-2743	2023 - Soil Health Cost Share (Wabasha SWCD)	\$14,175

**Total Grant Awarded: \$14,175**

**Recitals**

1. The Laws of Minnesota 2021, 1st Special Session, Chapter 6, Article 1, Section 4(k), appropriated funds to the Board for the FY 2023 Soil Health Cost Share Grants.
2. The Board adopted the FY23 Soil Health Cost Share Grant Policy through Board Order #22-35.
3. The Board adopted Board Order #22-35 to allocate funds for the FY 2023 Soil Health Cost Share Grants.
4. The Grantee has submitted a Board approved work plan for this Program, which is incorporated into this Grant Agreement by reference.
5. 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.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

**Authorized Representative**

The State’s Authorized Representative is James Adkinson, Grants Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-539-2588, or his 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 – Terri Peters or District Manager**  
**ADDRESS – 611 Broadway Manager**  
**CITY – Wabasha**  
**TELEPHONE NUMBER (651) 560-2044**

If the Grantee’s Authorized Representative changes at any time during this Grant Agreement, the Grantees 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, 2024**, 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; 11. Publicity and Endorsement; 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. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.

2.2.2. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2025 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.

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. The obligation of the State under this Grant Agreement will not exceed the amount listed above.

4.4. This grant is an advance payment. Advance payment allows 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.**

5.1. 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 and in the Board approved work plan for this Program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY23 Soil Health Cost Share Grant Policy, and regulations. The Grantee will not receive payment for work found by the Board to be unsatisfactory or performed in violation of federal, State or local law.

5.2. Minnesota Statutes §103C.401 (2018) establishes the Board's obligation to assure program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law, the Board has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

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 it has been 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**

**Board of Water and Soil Resources**

By: \_\_\_\_\_  
*(print)*

By: \_\_\_\_\_

\_\_\_\_\_  
*(signature)*

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_