

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

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

**Wabasha Soil and Water Conservation
District Regular Board Meeting
March 28, 2024
8:15 am
County Conference
Room
625 Jefferson Ave.**

I. CALL MEETING TO ORDER

II. PLEDGE ALLEGIANCE

III. AGENDA

IV. PUBLIC COMMENTS

Comments limited to 5 minutes per speaker

V. CONSENT AGENDA -Board Action

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

- A. Olmsted County SWCD sub-agreement for MAWQCP funds in the amount of \$7,500.00. Contract dates of 1/01/2024 to 12/31/2025
- B. Rice SWCD sub-agreement for MAWQCP funds in the amount of \$2,500.00. Contract dates 1/01/2024 to 12/31/2025.
- C. Fillmore SWCD sub-agreement for MAWQCP funds in the amount of \$2,500.00. Contract dates 1/01/2024 to 12/31/2025.
- D. State of Minnesota Grant Contract Agreement between the Department of Natural Resources, Division of Forestry and Wabasha Soil and Water Conservation District. Effective date March 8, 2024 to Expiration date June 30, 2025. Grant is in the amount of \$105,000.00. Jen Wahls time \$100,000.00 and our Administrative/Coordinator time \$5,000.00 for WinLac 1W1P Forestry Implementation – FY2024 and 2025 Also supported by National Wild Turkey Federation \$5,000.00 grant for Jen Wahl's time approved fall of 2023.
- E. Payment to Michael Haase on contract 22-CS-7 for (314) Brush Management in the amount of \$450.00
(Funding sources: \$344.30 2022 State Cost Share; \$105.70 2023 State Cost Share)
- F. AgBMP Loan Application for Jary Holst in the amount of \$37,000.00 for purchase of an Artex vertical beater manure spreader. Will allow for even and appropriate levels of manure applied to fields that will reduce the chance of overapplication and runoff.
- G. Payment to Tom Gerken on contract 23-Capacity-1 for (340) Cover Crops in the amount of \$4,000.00
(Funding sources: FY23 Capacity)

SECRETARY'S REPORT

H. February 22, 2024 Meeting Minutes – **Board Action**

VI. TREASURER'S REPORT – Board Action

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

VII. PAYMENT OF MONTHLY BILLS

- A. Monthly Bills in the amount of \$38,303.23 - **Board Action**

VIII. DISTRICT REPORTS

- A. Chair Report – Lynn Zabel
- B. County Commissioner – Bob Walkes
- C. District Manager Report – Terri Peters
- D. NRCS Report – John Benjamin – (in the packet)
- E. District Technician Report- Matt Kempinger – (in the packet)
- F. Conservation Planning and Outreach Technician Report– Jenna Rasmusson – (In the packet)
- G. Natural Resources Technician Report– Katelyn Abts – (In the packet)
- H. Bookkeeper/Administrative Assistant Report -Sue Cerwinske
- I. BWSR Report – Dave Copeland
- J. Other agencies –

IX. OLD BUSINESS

- A. Conservation Project – Lynn (open to any Supervisor for ideas)
- B. Contract for Services with Jen Wahls – Landscape Connections, LLC
 - i. FY24 Super Funds National Wild Turkey Federation - \$5,000.00 (9-23-2023 to 08-31-24)
 - ii. Minnesota Department of Natural Resources - \$100,000 (03-11-2023 to 06-30-2025)
 - iii. Minnesota Chapter of the National Wild Turkey Federation Super Fund FY2024. Summary of activities 09/2023 – 02/29/2024
Jen Wahls Invoice # NWTF FY2024 \$5,000.00

X. NEW BUSINESS

- A. 2024 Lease (Includes move in August 2024) – **Action Item**
- B. 2024 Budget Approval (working/fluid) – **Action Item**
- C. Approve Anthony Wolf Contract# 2024WAGZ-WC-1 in the amount of \$14,073.78 for multiple practices410 Grade Stabilization Structure, 412 Grassed Waterway, 342 Critical Area Planting, 460 Land Clearing, 484 Mulching. – **Action item**
(Funding Source: Greater Zumbro Watershed Based Funding (WAGZ))
- D. Soil Health/Nutrient Management – **Action accept/signature authority for Terri when the agreement comes to the SWCD**
 - A. MDA SE MN Nutrient Management Technician 0.25 FTE - \$84,800 (2 years)
Acceptance of all grant agreements that come via DocuSign to Terri **Action Item**

- B. BWSR Soil Health Staffing application 0.75 FTE - \$450,800.00 (3.5 years) – Has been awarded by BWSR (Terri has signature authority through resolution)
- E. 2024 Wabasha County Well Inventory and Groundwater Protection Initiative Accelerated Implementation Grant Application. Awarded and can enter into agreement when current Safe Drinking Water Grant is closed out. – **Action - Signature authority for Terri to sign when agreement arrives.**
- F. TNC Grant Agreement - \$10,000 (\$8,500.00 for Ron Meiners time for CRP Prairie Strip Promo summer 2024 and \$1,500.00 for Wabasha SWCD Admin/Coordination) – **Action – Signature authority for Terri to sign when agreement arrives.**
- G. Approve Leisen Farms Inc Contract# 2024WinLaC-Wab-001 in the amount of \$726.21 for practices 412 Grassed Waterway and 484 Mulching – **Board Action** (Funding source: FY24 WinLaC)
- H. Approve Frank Schuchard Contract# 22-CS-8 in the amount of \$356.85 for practice 380 Windbreak/Shelterbelt Establishment and Renovation-**Board Action**
Will be approved contingent on signature of landowner and technical assistance provider. Give Terri signature authority when signatures are obtained.
(Funding source: FY23 State Cost Share)
- I. Upcoming Events
 - i. Annual Spring SE MACDE meeting April 2nd at Oxbow Nature Center
 - ii. Local Work Group – June 27th starting at 10:00 am
 - iii. Save the date for MASWCD Annual Convention Dec 2nd – Dec. 4th.

XI. Board Reports

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

XII. Motion to Recess Regular Meeting and go in to Closed Session -Board Action

XIII. Closed Session – Board Action

Human Resources

- i. Approve Sue Cerwinske use of Sick Leave and Annual Leave.

XIV. Motion to Reopen Regular Meeting – Board Action

XV. Human Resources

- i. Approve Sue Cerwinske use of Sick Leave and Annual Leave – **Board Action**

XVI. Adjourn – Board Action

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

General Information

Governmental unit Olmsted SWCD	Contact name Skip Langer	Requested amount of funding <input checked="" type="checkbox"/> \$7,500.00
Address 2122 Campus Dr. SE #200	City/State Rochester, MN	Zip code 55904

Contract Information

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

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

Effective date period

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

611 Broadway Ave., Suite 10

Wabasha, MN 55981

Or

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

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

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


Reporting

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

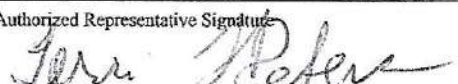
Applicant Signatures

Board or Authorized Representative Signature 	Board meeting date 02/22/2024	Total Amount Requested <input checked="" type="checkbox"/> \$7,500.00
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Southeast Area Certification Specialist

Name 	Date 01/01/2024
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Wabasha SWCD Authorization

Board or Authorized Representative Signature 	Board Meeting Date 02/22/2024	Total Amount Authorized \$ 7,500.00
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(Starting with \$2,500.00 for funding with additional funds that can be added.)

Amount Added: \$ _____

Approved by: _____

Amount Added: \$ _____

Approved by: _____

Amount Added: \$ _____

Approved by: _____

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

General Information

Governmental unit Rice SWCD	Contact name Steve Pahs	Requested amount of funding <input checked="" type="checkbox"/> \$2,500.00
Address 1810 30 th St. NW	City/State Faribault, MN	Zip code 55021

Contract Information

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- Assist Area Certification Specialist (ACS) by obtaining applications and gathering necessary farm data needed by landowners to complete certification.
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- Attend program and assessment tool training provided by the ASC or other MAWQCP approved trainer, for staff to better deliver the MAWQCP in this region.
- Attend site visits with ACS to landowners interested in MAWQCP certification, as needed.
- Coordination and associated costs of MAWQCP promotion through activities pre-approved by the Wabasha SWCD and ACS. These activities can include general producer contacts, newsletters, local advertising related only to the MAWQCP, and events to promote MAWQCP.
- Other activities pre-approved by the Wabasha County SWCD and ACS that directly increase landowner participation in the MAWQCP.

Effective date period

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

611 Broadway Ave., Suite 10

Wabasha, MN 55981

Or

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

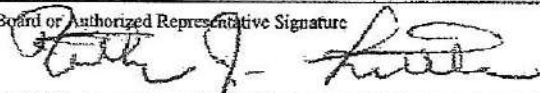
Contract Date 01-01-2024 to 12-31-2025. The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement. This agreement may be terminated by either party with or without cause, upon (30) thirty days' written notice directed to the other party. This is a Reimbursable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

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


Reporting

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Applicant Signatures

Board or Authorized Representative Signature 	Board meeting date 2-14-24	Total Amount Requested <input checked="" type="checkbox"/> \$2,500.00
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Southeast Area Certification Specialist

Name 	Date 01/01/2024
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Wabasha SWCD Authorization

Board or Authorized Representative Signature 	Board Meeting Date 3/7/2024	Total Amount Authorized \$ 2,500.00
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(Starting with \$2,500.00 for funding with additional funds that can be added.)

Amount Added: \$ _____

Approved by: _____

Amount Added: \$ _____

Approved by: _____

Amount Added: \$ _____

Approved by: _____

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

General Information

Governmental unit Fillmore County SWCD	Contact name Riley Buley	Requested amount of funding <input checked="" type="checkbox"/> \$2,500.00
Address 900 Washinton St. NW	City/State Preston, MN	Zip code 55965

Contract Information

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

- Assist Area Certification Specialist (ACS) by obtaining applications and gathering necessary farm data needed by landowners to complete certification.
- Provide technical assistance to help landowners achieve certification, if no other cost share is available for Governmental Unit staff time.
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- Other activities pre-approved by the Wabasha County SWCD and ACS that directly increase landowner participation in the MAWQCP.

Effective date period

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

611 Broadway Ave., Suite 10
Wabasha, MN 55981

Or

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

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

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

Reporting

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


Applicant Signatures

Board or Authorized Representative Signature 	Board meeting date 3-21-24	Total Amount Requested <input checked="" type="checkbox"/> \$2,500.00
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Southeast Area Certification Specialist

Name 	Date 01/01/2024
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Wabasha SWCD Authorization

Board or Authorized Representative Signature 	Board Meeting Date 3-26-24	Total Amount Authorized \$ 2,500.00
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(Starting with \$2,500.00 for funding with additional funds that can be added.)

Amount Added: \$ _____

Approved by: _____

Amount Added: \$ _____

Approved by: _____

Amount Added: \$ _____

Approved by: _____

STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Department of Natural Resources, Division of Forestry, 500 Lafayette Road, St. Paul, MN 55155 ("STATE") and Wabasha Soil and Water Conservation District (SWCD), 611 Broadway Ave. #10, Wabasha MN 55981. ("GRANTEE").

Recitals

1. Under Minn. Stat. §84.026 and §84.085 the State is empowered to enter into this grant contract agreement.
2. The State is in need of Coordination of Local Forestry Team in Southeast Minnesota.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

March 8, 2024, Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration date:*

June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).

See exhibit A, which is attached and incorporated into this grant contract agreement.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

4.1 *Consideration.*

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) *Compensation*

The Grantee will be paid One Hundred Five Thousand Dollars (\$105,000.00) according to the breakdown of costs contained in Exhibit A, which is attached and incorporated into this grant contract agreement.

(b) *Travel Expenses*

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee

as a result of this grant contract agreement will not exceed \$0.00, provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed One Hundred Five Thousand Dollars (\$105,000.00).

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely each month. Invoices will include a progress report showing work completed on the deliverables from Exhibit A.

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

(a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

(b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

(c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

(d) The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- i. State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List
- ii. Metropolitan Council Underutilized Business Program: MCUB: Metropolitan Council Underutilized Business Program
- iii. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Directory

(e) The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

(f) The grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

(g) Notwithstanding (a) - (d) above, the State may waive bidding process requirements when it is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.

(h) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(i) The grantee must not contract with vendors who are suspended or debarred in MN: <https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Gary Michael 500 Lafayette Road, St. Paul, MN 55155, gary.michael@state.mn.us, 6512595262, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Terri Peters – Wabasha SWCD District Manager, 611 Broadway Ave. #10, Wabasha MN 55981, terri.peters@mn.nacdn.net, 651 565 4673. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 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 contract 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 contract.

9 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 contract agreement or transaction are subject to examination by the Commissioner of Administration, by the State granting agency and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract 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

10 Government Data Practices and Intellectual Property Rights

10.1 *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 contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. 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. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

10.2 *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 contract. If intellectual property rights are identified, the grantee must contact the DNR immediately.

11 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.

12 Publicity and Endorsement

12.1 *Publicity*

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. 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 contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 *Endorsement*

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 *(a) Termination by the State*

The State may immediately terminate this grant contract agreement 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.

(b) Termination by The Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14.2 Termination for Cause

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, 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 State 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.

14.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.

15 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.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15

Signed: DocuSigned by:
Donna Edelman
29ACA438FB0474...

Date: March 6, 2024

SWIFT Contract/PO No(s). 244636 / 3-248711

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: DocuSigned by:
Terri Peters
821C273FB7D44A5...

Title: District Manager

Date: March 6, 2024

By: _____

Title: _____

Date: _____

3. STATE AGENCY

DocuSigned by:
By: Andrew J. Arends
(with Delegated Authority)

Title: Deputy Director, Division of Forestry

Date: March 11, 2024

Distribution:
Agency
Grantee
State's Authorized Representative

Exhibit A

Contractor's Responsibilities

WinLac 1W1P Forestry Implementation – FY 2024 and 2025

Purpose

This work will be the coordination of private forest management (PFM) and conservation service delivery in Winona-LaCrescent watersheds. This work is to be done in collaboration with the implementation of the Winona-LaCrescent One Watershed One Plan (WinLac 1W1P), DNR Forestry, US Forest Service and NRCS programs. This work will be developed in a holistic manner with the whole farm/forest conservation plan concept and conservation work being done in conjunction with agriculture, water quality, and fish and wildlife habitat initiatives. The project will developed during fiscal years 2024 and 2025, ending on June 30, 2025.

Scope of Work:

Project 1: Local Technical Forestry Team (LFT)

\$35,600 (40%)

- **LFT Organization.** Convene the team (DNR CFM foresters, SWCD staff, consulting foresters, loggers, vendors, NGOs, landowner organization representatives) on a regular basis to coordinate the delivery of forest management services to private landowners that concurrently supports the implementation of the WinLac 1W1P. Develop and maintain LFT member contact information. Prepare agendas and brief meeting summaries. Clarify roles and responsibilities of services listed in the PFM Implementation Toolbox in delivering conservation services to landowners.
- **LFT Meetings.** Coordinate team meetings and service delivery work with DNR PFM, BWSR, MPCA, SWCDs, consulting foresters, NRCS, NGO and other local partners.
- **Tracking.** Develop landowner contact forms to be used by members and coordinated through the LFT that documents outcomes of the interactions
- **Prioritization.** Prioritize subwatersheds identified in the Landscape Stewardship Plan (LSP) to focus outreach and conservation activities. Utilize existing frameworks through the LSPs, Riparian, Adjacency, Quality (RAQ) scoring to address 1W1P approach of Prioritized, Targeted and Measurable (PTM).
- **State and Federal Funding.** Promote and support the securing of state and federal funding for private forest management. Work with 1W1P to integrate forestry projects and funding from multiple sources including the Clean Water – Watershed Based Implementation Funds (WBIF) and the DNR Private Forest Management (PFM Program) such as cost share to leverage federal funding.
- **Assist LFT development.** Root, Cannon and Zumbro 1W1P watersheds.

Project 2: PTM Based Landowner Outreach, Education and Conservation

\$16,800 (20%)

- **Overall Outreach Strategy.** Develop a landowner outreach strategy that includes surveys, mailings, phone calls, site visits for small group campaigns (~20 people) using RAQ & PTM methods and approaches developed by the US Forest Service in the Tools for Engaging Landowners Effectively (TELE) program. The strategy will lay out a 3-year program for outreach and education.
- **Landowner Education.** Coordinate and implement general outreach to landowners including events like annual Wabasha Forestry Committee's Forestry Day, field tours, brochures, etc.

Project 3: PFM Coordination / Technical Assistance

\$25,200 (30%)

- **Technical Assistance.** Coordinate the delivery of private forest management services to specific landowners with priority parcels within the watershed with the LFT members on an ongoing basis.
- **PFM Data Management.** Collect and organize results from the landowner outreach campaigns as well as specific landowner interests and requests for service using the eight categories in the PFM Implementation Toolbox.
- **Forestry Programs Inventory.** Develop and maintain information about cost share and land protection programs for private forest management in the SE region.
- **Existing Work Force.** Convene a workshop for forest stewardship plan writer working in the region. Develop and convene the workshop with DNR Forestry, MFA and BWSR staff.
- **Expanded Workforce.** Support efforts by DNR Forestry to grow the PFM workforce including plan writers, loggers, vendors, tree planters, timber buyers, and forest products market interests.
- **Service Provider Directory.** Work with DNR, MFA and BWSR staff to update the PFM Service Provider Directory.

Project 4: PFM Accomplishment Reports.

\$8,400 (10%)

- **Accomplishment Reports.** Develop accomplishment report formats that will document annual accomplishments made towards the goals in the Winona-LaCrescent watersheds. Use the PFM Implementation Toolbox as a framework in which to organize and report private forest management results on an annual basis. Periodically gather PFM related accomplishments from service providers in each watershed. Assist partners in reporting accomplishments. Provide the information to the WinLac 1W1P, Southeast Landscape Committee and DNR Forestry for inclusion into accomplishment reports.
- **Project Brochures.** Develop a brochure that summarizes the forestry and related natural resource accomplishments implemented in each watershed. Support the enhanced sharing of information on forest management activities and landowner interests by local project partners to be included in the brochure. Recognize accomplishments made by the local team of service providers.

Deliverables by Coordinator:

- Local Forestry Technical Team (LFT) organizing documents and meetings.
- Overall landowner outreach strategy
- Landowner education and outreach materials and products.
- PFM data.
- List of hand-off projects, type, acres and # of completed or contracted
- List and map of stewardship plans prepared
- List and map of cost share projects and timber harvests.
- List and map of forestland protection efforts (2c, SFIA, conservation easements and fee title acquisitions).

Deliverables by the State:

- State agency coordination.
- Formats for project accomplishment reporting and project reports.
- TELE tools and guidance documents.
- PTM based PFM data – RAQ scoring, forest stewardship plans, cost share, SFIA, 2c, and conservation easements.
- Comments / feedback on the team meetings, outreach strategy and other draft documents.

Budget:

Project 1: Local Technical Forestry Team (LFT) – 40%	\$ 35,600
Project 2: PTM Based Landowner Outreach, Education and Conservation – 20%	\$ 16,800
Project 3: PFM Coordination / Technical Assistance – (30%)	\$ 25,200
Project 4: PFM Accomplishment Reports – (10%)	\$ 8,400
Project support, expenses (bulk mailings, events, projects)	\$ 14,000
Administration – fiscal support	\$ 5,000
Total	\$105,000

Additional Terms:

Contractor and the State agree to the following:

- This money is to fund a Coordinator to develop the LFTs in the WinLac 1W1P and extend to the Zumbro 1W1P, work with partners and leverage resources (fiscal and personnel) for comprehensive, coordinated conservation service delivery.
- Contractor will provide the DNR with a digital copy of all documents prepared for this contract using Microsoft (MS Word, Publisher, Access, Excel, etc.) and ESRI products.

Minnesota Department of Natural Resources

Conflict of Interest Disclosure

Conflict of Interest:

A conflict of interest occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it.

Actual Conflict of Interest:

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors

This section to be completed by Grantee's Authorized Representative (AR):

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement, we will monitor and report any actual, potential, individual, or organizational conflicts of interest to the State's Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date (check one of the two boxes below):

- ☒ I do not have any conflicts of interest relating to this project.
- ☐ I have an actual, potential, individual, or organizational (*indicate below*) conflict of interest. The nature of the conflict is as follows:

N/A

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State's Authorized Representative.

Grantee AR's Printed Name: Terri Peters Date: March 6, 2024

Grantee AR's Signature: DocuSigned by:
Terri Peters
821C273FB7D44A5...

Organization Name: Wabasha Soil & Water Conservation District

Project Name: Southeast Local Forestry Team Coordination
Legal Citation: ML , Chapter , Article , Section , Subdivision

State AR's Printed Name: Michael, Gary Date: March 6, 2024

State AR's Signature: DocuSigned by:
Michael, Gary
933060189C584A8...

FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: Mike Haase
Address: 64662 299th Ave
City, State, Zip: Milville, MN 55957
Contract No.: 22-CS-7 Total Amount Authorized: \$450.00
(from contract)

Practice	Quantity	Unit	Unit Rate	Total
314 - Brush Mangement	1.5	Acre	\$300	\$450.00

PAYMENT REQUEST: \$450.00

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

Mike Haase
Payee Signature

3-18-2024
Date

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final): Final
B. Payment amount requested: \$450.00
C. Total Amount Authorized: \$450.00
D. Total previous partial payments:
E. Amount available (C - D): \$450.00

Amount Approved for This Voucher: \$450.00
(cannot exceed Total Amount Authorized)

Technical Certification

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

Administrative Certification

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

NRCS Technician sign off attached
Technical Assistance Provider

3/18/24
Date

Susan Gerwinke
Administrative Sign-off

3/26/24
Date

314 – Brush Management
Implementation Requirements

Practice Specifications Approval and Completion Certification

Provided Practice Cost information

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

Design Installation and Layout Approval

Designed by: Katelyn Abts Date: 11/7/23
Job Approval Authority: None
Approved by: Jared Holm Date: 11/7/23
Job Approval Authority: 3

Record of Completion and Check Out Certification

Management Unit	Treated Acres	Date Completed by Client	Date Certified	Approver's Initials
1	0.3	2/27/24	3/15/24	JDH
2	0.2	2/27/24	3/15/24	JDH
3	0.7	2/27/24	3/15/24	JDH
4	0.3	2/27/24	3/15/24	JDH

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

Certification Statement

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

Printed Name: Jared Holm Date: 3/15/24
Title: Forester Job Approval Authority: 3

Signature: JARED HOLM (Affiliate)
Digitally signed by JARED HOLM (Affiliate)
Date: 2024.03.15 11:14:42 -0500

Katelyn Abts and Bill Wayne visited the site on 3/14/24. Katelyn took many photos and detailed notes. Jared reviewed these notes and confirmed that the scheduled 314 Brush Management was completed according to NRCS standards and specifications.

Mike Haase Site Visit 3.14.2024 – Katelyn Abts(SWCD) and Bill Wayne(NRCS) present

In reference to the conservation plan map made in November of 2023, Area 1, 2 and 3 have been completely cleared of trees and shrubs with Area 4 retaining trees and some buckthorn. The pictures below show stumps left behind in Area 1 and 3. Mike says they were treated with Tordon to which I advised to using a Glyphosate or Triclopyr based herbicide, at least when oaks are within the vicinity. He says he's going to having someone come in and mulch the stumps to the ground.

Area 1



Area 3



Treated Stumps (Area 1)



Area 4



In area 4, some clumps of buckthorn are still present to which Mike says the mulcher guy will take care of. The brush has been gathered into piles that will be burned once it stops being so dry.

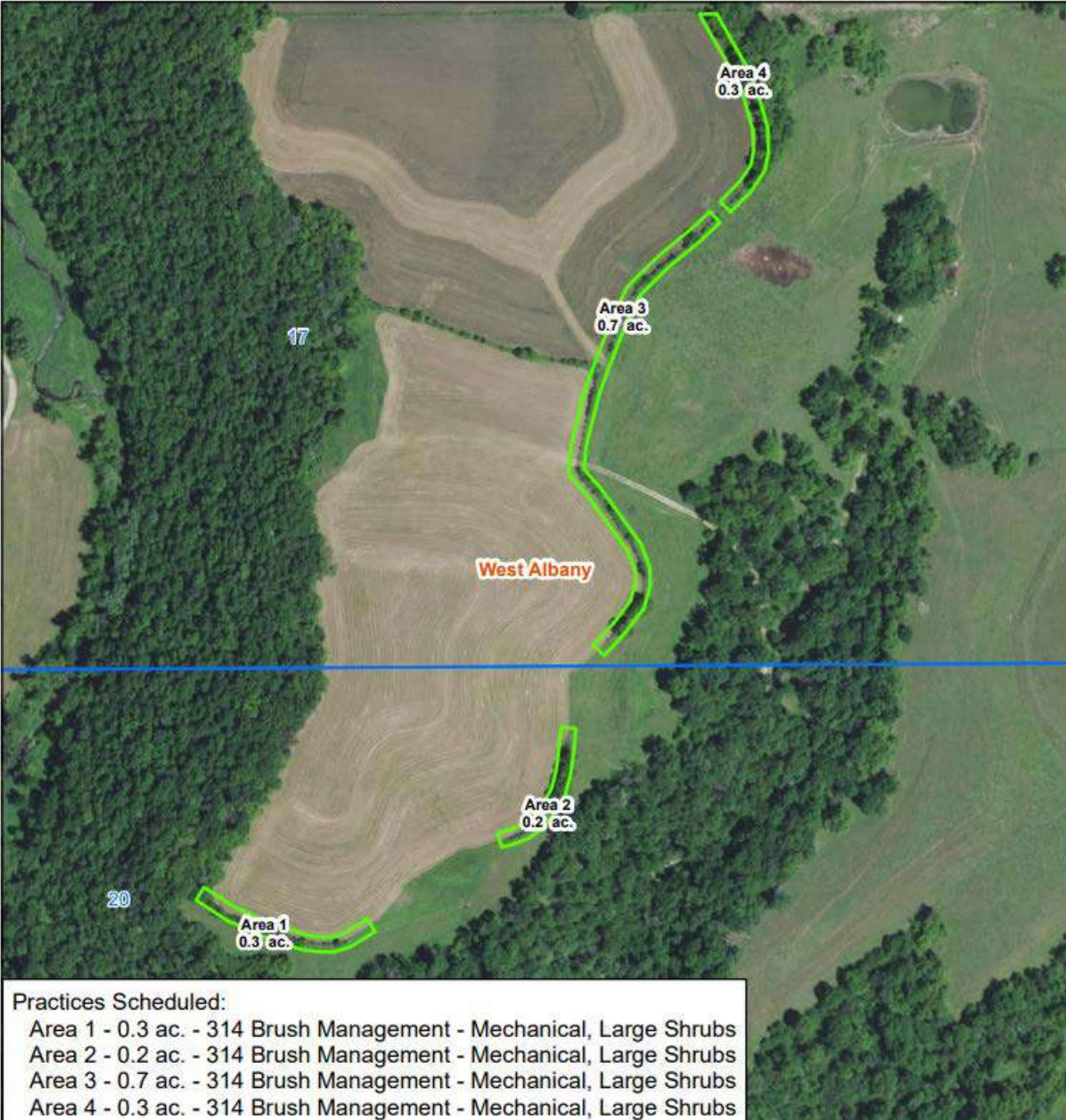


Conservation Plan Map
Farm # 4269
Tract # 2059

11/7/2023
by: Jared Holm
Wabasha County

Customer: Mike Haase

Legal Description: West Albany 17 & 20



FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha Soil & Water Conservation District	Contract Number: 22-CS-7	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 Mike Haase	Address 64662 299th Ave	City/State Millville, MN	Zip code 55957
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* If a group contract, this must be filed and signed by the group stake person as designated in the group agreement and the group agreement attached to this form.

Conservation Practice Location

Township Name: West Albany	Township No.: 110	Range No.: 12	Section No.: 17 & 20	1/4, 1/4 SW, SE
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Contract Information

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

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 1 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned title, 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:

314 Brush Management
5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 6/30/24, 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 where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
4. Not accept any other state or federal funds for this practice.

Date	Land Owner
11/14/23	<i>[Signature]</i>
Date	Landowner, if different from applicant
	Address, if different from applicant information

Conservation Practice

The primary practice for which cost-share is requested is 314 Brush Management

Eligible Component Standard & Name	Engineered Practice	Ecological Practice	Total Project Cost Estimate
314 Brush Management	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	\$450.00

Technical Assessment and Cost Estimate

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

Date	Technical Assistance Provider	Digitally signed by JARED HOLM (Affiliate)
11/7/2023	JARED HOLM (Affiliate)	Date: 2023.11.07 12:31:01 -06'00'

Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: \$300/acre

Amount	Program Name	Fiscal Year
\$344.30	State Cost Share	2022
\$105.70	State Cost Share	2023

Date	Authorized Signature	Total Amount Authorized
Nov 16, 2023	<i>[Signature]</i>	\$450.00



DEPARTMENT OF AGRICULTURE

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

www.mda.state.mn.us/agbmploans

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

AgBMP LOAN APPLICATION

(Required for all applications)

Borrower Information: First Name: Jary

(One)

Last Name: Holst

County: Wabasha

(optional)

Company:

Street Address: 20514 590th St

City: Kellogg

State: MN

Zip: 55945

Telephone: (507) 951-8670

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

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

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

Purchasing an Arlex vertical beater manure spreader

Will allow for even and appropriate levels of manure being applied to fields that will reduce the chance for overapplication and runoff.

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

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

PLS

Township #: 13

Range: 109

Section: 11

Latitude: _____ Longitude: _____

OR

Pin or Parcel #: _____

LOCAL GOVERNMENT APPROVAL

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

Approved Loan Amount	\$ 37,000
Estimated Total Project Cost (all sources)	\$ 56,500.00
Animal Units (Feedlot improvements or manure handling equipment for facilities > 1000 AU that are not in the Mississippi watershed are ineligible)	Beginning: 409 Ending: 409
Primary Livestock	<input checked="" type="checkbox"/> Dairy <input type="checkbox"/> Beef <input type="checkbox"/> Swine <input type="checkbox"/> Other:
Primary Crops: Corn Forage	Conservation Tillage Acres AFTER Project: 0 Total Acres Farmed: 395
Approval Expiration and Other Restrictions	6/30/2024

Project Approved by:

Jerry Holst

Date:

3/26/2024

Project Completion Certified by (OPTIONAL):

Date:

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

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

LENDER INFORMATION & LOAN TERMS

AgBMP Loan Request	\$ 37,000.00	Check if Local Revolving Funds are used: <input type="checkbox"/>
(Optional) Additional Request #	\$ 0.00	Initials: _____ Date: _____
Number of payments per year:	12	
Total Number of Payments:	60	
Interest rate (if other 3%):	%	(Optional) Balloon Payment Date
Lender Organization Name	Foresight Bank	
Lender Address	138 W Broadway, Plainview, MN 55964	
Lender Signature:	Date:	

Attach copies of the invoices provided by the borrower that support the request for disbursement.

Please Email fillable PDF and Attachments to: AgBMP.Loans@state.mn.us

FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: **Tom Gerken**

Address: **67549 345th Ave**

City, State, Zip: **Lake City, MN**

55041

Contract No.: **23-Capacity-1**

Total Amount Authorized:

\$4,000.00

(from contract)

Practice	Quantity	Unit	Unit Rate	Total
340 Cover Crops	100	Acres	\$40.00	\$4,000.00

PAYMENT REQUEST:

\$4,000.00

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



Payee Signature

3-26-24

Date

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final):

Final

B. Payment amount requested:

\$4,000.00

C. Total Amount Authorized:

\$4,000.00

D. Total previous partial payments:

E. Amount available (C - D)

\$4,000.00

Amount Approved for This Voucher:

\$4,000.00

(cannot exceed Total Amount Authorized)

Technical Certification

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


Technical Assistance Provider

Date

3-26-2024

Administrative Certification

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


Administrative Sign-off

Date

3/26/24

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 23-Capacity-1	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 a contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name Tom Gerken	Address 67549 345th Ave	City/State Lake City, MN	Zip code 55041
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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: Gillford	Township No: 110	Range No.: 13	Section No. 9, 21 3, 4	1/4, 1/4 N 1/2 SW 1/4
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Contract Information

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

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

340 Cover Crops
5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/1/2023, 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 where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
4. Not accept any other state or federal funds for this practice.

Date 10-16	Land Occupier DJ Schen
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

Eligible Component Standard & Name 340 Cover Crops	Engineered Practice: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Total Project Cost Estimate \$4,000.00
	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	Technical Assistance Provider DEAN THOMAS (Affiliate)	Digitally signed by DEAN THOMAS (Affiliate) Date: 2023.10.20 07:51:11 -05'00'
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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: \$70/acre

Amount	Program Name	Fiscal Year
\$4,000.00	2023 Capacity	2023

Date 10/20/2023	Authorized Signature Jesse Peters	Total Amount Authorized \$4,000.00
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Please call office at 651-560-2053 or email susan.cerwinske.wabashaswcd@gmail.com if you have any questions on attending physically or by phone.

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

**Wabasha Soil and Water Conservation
District Regular Board Meeting
February 22, 2024
8:15 am
County Conference
Room
625 Jefferson Ave.**

I. CALL MEETING TO ORDER

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

Supervisors Present: Lynn Zabel, Chair, Chet Ross, Co-Chair, Sharleen Klennert, Treasurer, Dag Knudsen, Secretary, Seth Tentis, Member

Staff Present: Terri Peters, District Manager

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

On the Phone: Sue Cerwinske, Bookkeeper/Administrative Assistant

II. PLEDGE ALLEGIANCE

III. AGENDA

Motioned by Klennert and seconded by Ross to approve the Agenda as presented.

Affirmative: Ross, Klennert, Knudsen, Tentis

Opposed: None

Motion Carried

IV. PUBLIC COMMENTS

Comments limited to 5 minutes per speaker

V. CONSENT AGENDA -Board Action

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

- A. Huneke Dairy Inc. voucher payment for Contract# 2022-WAGZ-WC-9 in the amount of \$800.00 for 2nd year cover crops,
(Funding source: Watershed Alliance for the Greater Zumbro (WAGZ))
- B. SE SWCD Technical Support JPB sub-agreement for MAWQCP funds in the amount of \$50,000.00. Contract dates of 1/01/2024 to 12/31/2025
- C. Freeborn County SWCD sub-agreement for MAWQCP funds in the amount of \$2,500.00.
Contract dates 1/01/2024 to 12/31/2025.

Motioned by Knudsen and seconded by Ross to approve the Consent Agenda.
Affirmative: Ross, Klennert, Knudsen, Tentis
Opposed: None
Motion Carried

VI. SECRETARY'S REPORT

A. January 25, 2024 Meeting Minutes – **Board Action**
Motioned by Klennert and seconded by Ross to approve Secretary's Report as presented.
Affirmative: Ross, Klennert, Knudsen, Tentis
Opposed: None
Motion Carried

VII. TREASURER'S REPORT – Board Action

A. January District Financial Statements
Included for your review
Program Record
Terri tied out 2023 and had sent board the program records before board meeting to review. Explained to board how the program record is populated.
Motioned by Klennert and seconded by Knudsen to approve the Treasurer's Report To the best of our ability.
Affirmative: Ross, Klennert, Knudsen, Tentis
Opposed: None
Motion Carried

VIII. PAYMENT OF MONTHLY BILLS

A. Monthly Bills in the amount of \$23,679.18 - **Board Action**
Motioned by Klennert and seconded by Tentis to approve Payment of the Monthly Bills in the amount \$23,679.18.
Affirmative: Ross, Klennert, Knudsen, Tentis
Opposed: None
Motion Carried

IX. DISTRICT REPORTS

A. Chair Report – Lynn Zabel
B. County Commissioner – Bob Walkes
Attended 2/21 Township Officers Meeting. Discussion – one bill MAWQCP proposing bill for tax credit of \$5.00/acre for acres enrolled in that program. This is in response to nitrate issue.
County – Labor issues, Union issues. Building Inspector approved CMF.
Walkes noted that the feed lot officer is struggling, it is not a full-time position.
Discussion on Feedlot Officer for County or through SWCD.

- C. District Manager Report – Terri Peters
End of year reporting
Meetings – TSA and WAGZ
Working on Grants. Tap-In Grant. Olmsted SWCD implementation grant ending June, meant for staff to work on.
MDA called questioning if interested in \$100,000.00 for two years to hire a Nutrient Management Technician/Soil Health.
Met with other SWCD's and decided towards going forward with the BWSR staffing grant application and make the position full-time and based out of the Wabasha office. Proposal was sent in and came back with them saying they could work with it. BWSR approval of staffing grant, waiting for it to come through.
Groundwater Forum.
Attended Township meeting 2/21.
Matt Kruger works at Land O' Lakes with the Truterra carbon program. Reached out to Dennis Stelling for Agronomy person at Ag Partners. Connected with Ryan Ness. Want to connect with Ag Partners. Meetings set up in March at Goodhue, Elgin and La Suerr for Truterra program. Identifies if conservation practices need to be installed to qualify for the carbon credit program.
- D. NRCS Report – John Benjamin – (in the packet)
- E. District Technician Report- Matt Kempinger – (in the packet)
- F. Conservation Planning and Outreach Technician Report– Jenna Rasmusson – (In the packet)
- G. Natural Resources Technician Report– Katelyn Abts I (in the packet)
- H. Bookkeeper/Administrative Assistant Report -Sue Cerwinske
Billing for West Indian, WinLaC and Gorman Creek. State financial statement report. Beginning of year, move 2023 files and setup new 2024 files. AgLearn videos, mandatory training. January minutes and February agenda and board packet. Helping with tree sales. Updated 2024 calendar of events and Supervisor Map of Districts.
- I. BWSR Report –
- J. Other agencies –

X. OLD BUSINESS

- A. Conservation Project – Lynn (open to any Supervisor for ideas)
Conversation at dinner with a farmer who does custom combining for someone with 10,000 acres. Averaged 265 bushel across the board. Everybody is putting in irrigation systems, might make 30 bushels an acre.
Pioneer Agronomist at the farm looked back at 2005 records – avg 227 bushels. Current bushels 220, lost yield, did not gain. Some have 265 bushels are the normal. Back then used 180 lbs. anhydrous ammonia and 250 lbs. fertilizer. Now not much fertilizer used now, just manure. How does it affect nitrates in the water.
Discussion on yield versus profit per acre.

XI. NEW BUSINESS

- A. Drinking Water Protection in the Karst Region
Sub-Agreement between Fillmore SWCD and Wabasha SWCD – **Board Action**
Nutrient management and well sealing funds to area partners.
Motioned by Ross and seconded by Klennert to approve the Sub-Agreement between Fillmore SWCD and Wabasha SWCD for the Drinking Water Protection in the Karst Region
Affirmative: Ross, Klennert, Knudsen, Tentis
Opposed: None
Motion Carried
- B. Office Move - Mitel Schule New 5-year lease amounts for 2024 — **Discussion/Board Action**
Discussion: Office crowded, NRCS new person started. Terri checked on lease of Hiawatha Mental Health Services office who are moving in July. Big space, can have board meetings in the conference room there. New space \$19,800 year and current space is going up to \$13,200 a year. Still close to FSA and NRCS, working to see if we can stay on their computer and phone systems. Budget for technical expense and office equipment. Would possibly would have to run wires. Biggest expense we would have if we need to purchase CAD and GIS.
Board members discussed the office space and the need and availability of the office space.
Motioned by Ross and seconded by Knudsen to approve the Office move to the available office space.
Affirmative: Ross, Klennert, Knudsen, Tentis
Opposed: None
Motion Carried
- C. Upcoming Events
i. 2024 SWCD Legislative Briefing- March 12 (Terri and Lynn)
ii. Day at the Capitol – March 13 (Meet Legislators on your own) (3 appointments set up.)

XII. Board Reports

- A. Whitewater JPB – Lynn
Lynn conversation on water issues. What's happening, who is responsible?
Bob reported about MDA response upgrading Winona County SWCD. Currently 100% compliant with manure management plans, application and transfer records. Now changing the regulations. Any time of the year they have to do Manure Applications. Frustrations with producers. Good discussion.
Discussion followed.

B. Zumbro 1W1P – Dag

Lynn noted that Olmsted has 26 projects backlogged, not enough money.

Dag's report of the meeting in the packet.

Dag went over his report. Pointed out the projected need of staffing for the SE area. Terri said they have a story map link for the Water Alliance.

Discussion followed.

C. WinLaC 1W1P – Lynn

Meeting coming up on Monday, March 11th.

D. SE SWCD Technical Support JPB – Dag

Dag's report of the meeting in the packet.

Dag went over his report.

Four engineers serving 11 counties, SWCD's.

Chris Nelson left to go into private practice. Hiring new person to replace him.

Area 7 has 53 employees. Analysis done by Houston Engineering for the whole state, for staffing needs based on projected demands. In the next 4-6 years, assuming full funding, we are going to need 30 more people. Discussion.

E. County Board Meeting – Sharleen

XIII. Adjourn – Board Action

Motioned by Klennert and seconded by Knudsen to Adjourn the meeting at 9:51 am

Affirmative: Ross, Klennert, Knudsen, Tentis

Opposed: None

Motion Carried

Respectively Submitted By:

Dag Knudsen, Secretary

Wabasha Soil and Water Conservation District
Cash Balances
As of February 29, 2024

	Feb 29, 24
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	155,892.70
Money Market WNB Financial	7,432.88
Peoples State Bank Money Market	325,585.87
Petty Cash	58.86
WNB Financial	17,493.35
Total Checking/Savings	506,463.66
Total Current Assets	506,463.66
TOTAL ASSETS	506,463.66
LIABILITIES & EQUITY	0.00

Wabasha Soil and Water Conservation District

Balance Sheet

As of February 29, 2024

	Feb 29, 24
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	155,892.70
Money Market WNB Financial	7,432.88
Peoples State Bank Money Market	325,585.87
Petty Cash	58.86
WNB Financial	17,493.35
Total Checking/Savings	506,463.66
Accounts Receivable	
11000 · Accounts Receivable	79,086.59
Total Accounts Receivable	79,086.59
Other Current Assets	
12000 · Undeposited Funds	668.79
Total Other Current Assets	668.79
Total Current Assets	586,219.04
Fixed Assets	
15000 · Furniture and Equipment	
Computer	7,523.00
Laptops for Distrct Techs (2)	3,149.22
Samsung Tablets	1,548.69
15000 · Furniture and Equipment - Other	109,828.00
Total 15000 · Furniture and Equipment	122,048.91
17000 · Accumulated Depreciation	-105,962.59
Total Fixed Assets	16,086.32
Other Assets	
Prepaid Items	
Prepaid Rent	920.43
Total Prepaid Items	920.43
Total Other Assets	920.43
TOTAL ASSETS	603,225.79
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	-95.56
Total Accounts Payable	-95.56
Other Current Liabilities	
Allowance for Unemployment Reim	1,581.86
Deferred Revenue	
FY22 Capacity	6,741.52
FY22 State Cost Share	2,460.30
FY23 Buffer Law Implementation	4,840.23
FY23 Capacity	30,863.26
FY23 CWF - WIC	64,787.60
FY23 Soil Health-Cost Share	6,940.00
FY23 State Cost Share	12,320.80
FY23 SWCD Aid	81,059.21
FY24 Buffer Law Implementation	20,000.00
FY24 Conservation Contract	18,190.00
FY24 LWM	19,007.80
FY24 WCA	14,508.37
FY25 Conservation Contract	18,190.00

4:06 PM

03/11/24

Accrual Basis

Wabasha Soil and Water Conservation District

Balance Sheet

As of February 29, 2024

	Feb 29, 24
FY25 Conservation Delivery	19,619.00
FY25 LWM	19,354.00
FY25 WCA	16,543.00
Total Deferred Revenue	355,425.09
Deposit on Tree Sales	13,032.07
2110 · Direct Deposit Liabilities	-8,801.55
24000 · Payroll Liabilities	1,192.99
25500 · Sales Tax Payable	472.06
Total Other Current Liabilities	362,902.52
Total Current Liabilities	362,806.96
Total Liabilities	362,806.96
Equity	
Fund Balance- Restatement	47,943.10
Fund Balance Designated	31,934.30
Investment in Capital Assets	16,086.32
30000 · Opening Balance Equity	649.89
32000 · Owners Equity	172,106.57
Net Income	-28,301.35
Total Equity	240,418.83
TOTAL LIABILITIES & EQUITY	603,225.79

Wabasha Soil and Water Conservation District

Profit & Loss

February 2024

	Feb 24
Ordinary Income/Expense	
Income	
Charges for Services	
Plat Book Sales	35.00
Total Charges for Services	35.00
Intergovernmental Revenues	
Partners Grants	
Lower Zumbro Outreach - FEMA	2,937.50
Total Partners Grants	2,937.50
State	
FY20 Gorman Creek Restoration	79,436.10
FY20 Whitewater Drinking Water	1,144.31
FY23-FY24 MPCA Zumbro SWAG	54.24
FY23 SE Landscape - MN DNR	475.09
MAWQCP	31,738.86
Volunteer Nitrate Monitoring Ne	1,500.00
Total State	114,348.60
Total Intergovernmental Revenues	117,286.10
Total Income	117,321.10
Gross Profit	117,321.10
Expense	
District Operations	
Other Services and Charges	
Advertising Expense	100.00
Building Rent	920.43
Conferences and Conventions	250.00
Education and Information	134.26
Employee Expenses	5.68
Internet Expense	79.66
Professional Expenses	
Audit Fees	1,418.00
Total Professional Expenses	1,418.00
Subs. and Pubs.	56.00
Vehicle Expenses	
Chevrolet Silverado Vehicle Exp	37.60
Hyundia Tucson Vehicle Expense	135.95
Total Vehicle Expenses	173.55
Total Other Services and Charges	3,137.58
Personnel Services	
Employee Salary Permanent	22,343.45
Employer HSA contributions	750.00
Employer Life and Health	
66000 - Payroll Expenses	11,145.74
Employer Life and Health - Other	27.50
Total Employer Life and Health	11,173.24
Employer Share FICA	1,580.90
Employer Share Medicare	369.72
Employer Share PERA	1,910.33
Total Personnel Services	38,127.64
Supplies	
Office Supplies	163.32

Wabasha Soil and Water Conservation District
Profit & Loss
February 2024

	Feb 24
Total Supplies	163.32
Total District Operations	41,428.54
Project Expenditures	
Federal	
319 Focus Small Wtrshd-W.Indian	20.85
Total Federal	20.85
State	
FY22-23 WAGZ	800.00
MAWQCP Administration	10,966.08
Total State	11,766.08
Total Project Expenditures	11,786.93
Total Expense	53,215.47
Net Ordinary Income	64,105.63
Other Income/Expense	
Other Income	
Interest Income	
Interest Earnings MM's	825.69
Total Interest Income	825.69
Total Other Income	825.69
Net Other Income	825.69
Net Income	64,931.32

1:49 PM

03/26/24

Cash Basis

Wabasha Soil and Water Conservation District
Monthly Bills Listing
March 28 through September 28, 2024

Type	Date	Num	Name	Memo	Account	Paid Amount
Mar 28 - Sep 28, 24						
Liability Check	03/28/2024	12018	Auditor/Treasurer of Wabasha County		WNB Financial	-9,039.92
Bill Pmt -Check	03/28/2024	12019	Greg Klinger	Breakfast / Lunch Elgin and Altura DWSMAs - MAWQCP	WNB Financial	-255.19
Bill Pmt -Check	03/28/2024	12020	HBC	Internet 3/02 - 4/01/2024	WNB Financial	-79.66
Bill Pmt -Check	03/28/2024	12021	Insty-Prints of Winona	FY23 Capacity Printing Mar / April Newsletter, addressed and folded	WNB Financial	-1,643.71
Bill Pmt -Check	03/28/2024	12022	Jennifer Wahls-C		WNB Financial	-5,675.00
Bill Pmt -Check	03/28/2024	12023	Mike Haase	FY22 CS 344.30, FY23 CS 105.70	WNB Financial	-450.00
Bill Pmt -Check	03/28/2024	12024	Mittel Schule, Inc.	April Building Rent	WNB Financial	-920.43
Bill Pmt -Check	03/28/2024	12025	Office Depot	Tape correction, HP61 Ink	WNB Financial	-101.98
Bill Pmt -Check	03/28/2024	12026	Olmsted County Public Works	Greg Klinger - Salary, benefits & MAWQCP Expenses	WNB Financial	-14,073.81
Bill Pmt -Check	03/28/2024	12027	Olmsted SWCD	Sponsorship for 3 events @ \$500.00 each -MAWQCP	WNB Financial	-1,500.00
Bill Pmt -Check	03/28/2024	12028	Paul Busch Auto Center, Inc.	Hyundai -rear brake noise Clean & Adjust	WNB Financial	-94.50
Bill Pmt -Check	03/28/2024	12029	SEMACDE	5 employees SE MACDE Dues + 4 Spring Meeting Registration	WNB Financial	-110.00
Bill Pmt -Check	03/28/2024	12030	Terri Peters (Expenses)	Mileage Feb / Mar Meeting and meal reimbursement	WNB Financial	-244.01
Bill Pmt -Check	03/28/2024	12031	Tom Gerken-b	23-Capacity-1 Cover Crop	WNB Financial	-4,000.00
Bill Pmt -Check	03/28/2024	12032	Wabasha County Highway Department	Feb gas - Hyundai	WNB Financial	-40.71
Liability Check	03/28/2024	EFT	VSP Vision Care		WNB Financial	-74.31
Mar 28 - Sep 28, 24						-38,303.23

NRCS Wabasha Field Office Report

3/28/24

John Benjamin

Christina Taylor has started as the Soil Conservationist in the office on 2.12.24.

Brian is no longer the Customer Service Team Lead

I will have accepted a tentative offer for the District Conservationist position in Goodhue.

CSP (Conservation Stewardship Program)

- 14 Active contracts
- FY25 CSP Renewal application deadline March 1
- 14 FY24 CSP classic applications submitted
- FY24 Classic ranking deadline April 12th

EQIP (Environmental Quality Incentive Program)

- 17 Active EQIP contracts
- FY24 Ranking deadline January 19
- 22 Applications in pending status
- 11 Applications preapproved for funding
- Obligation deadline 50% by April 5th and 80% by June 28th.

RCPP-EQIP (Regional Conservation Partnership Program- EQIP)

- 2 active contracts worth
- no applications submitted.

RCPP18 (Regional Conservation Partnership Program)

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

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

CRP (Conservation Reserve Program)

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

Monthly Report – March 2024

Matt Kempinger

Projects

- Gorman Creek presentation at Driftless Symposium
- Design work on 4 grade stabilization structures
- Final plan review for 1 grade stabilization structure project
- Cost share planning for 2024 construction year
- Site investigation for 2 waterways
- Preliminary design work for 5 waterway projects
- Survey for 1 grade stabilization structure
- Survey for 1 diversion
- Prepare 1 grade stabilization structure/waterway contract

Others

- 2 farm walk overs
- Investigate, monitor, and plan for restoration on 3 WCA violations
- 2023 MAWQCP certification review interviews
- Assist other staff with ArcGIS pro setup and tools
- General project & contract management
- Answered general resource questions from public and assisted where possible

Monthly Report – March 2024

Jenna Rasmusson

Programs

- Provided technical assistance for cover crop planning fall 2024.
- Provided technical assistance to operators not in compliance with Buffer Law and offered alternative practices and opportunities to reach compliance.
- Updated Equipment Rental Policy to include the no-till drill.

Education and Outreach

- Updated activity packets and information for the conservation cubes.
- Delivered cubes to various elementary schools, and provided companion resources to teachers on soil erosion, soil health, and conservation practices.
- Website updates.
- Met with AgPartners and TruTerra to brainstorm ways to collaborate and get conservation on the ground.
- Created summary of cost share available for various practices to help facilitate conversations and describe enrollment process and practice requirements (attached).
- Designed, ordered, and sent out newsletters – *please let me know if you're not receiving our mailed newsletters.*

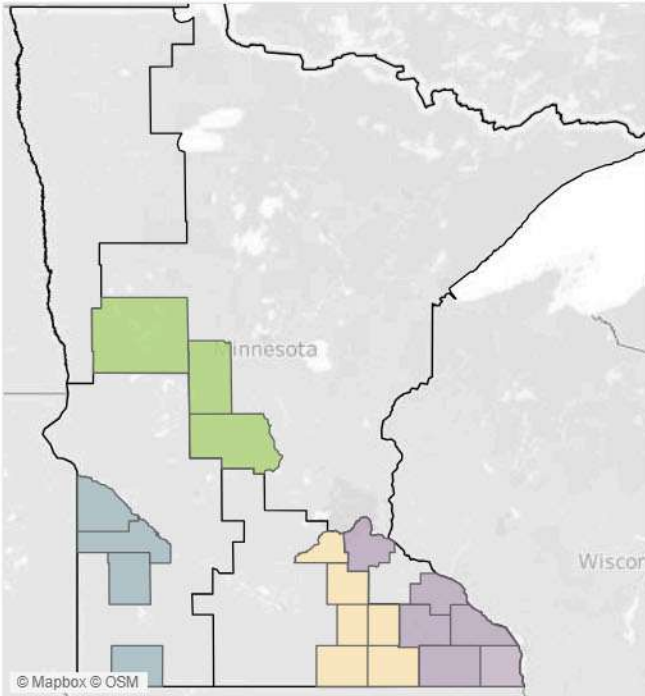
Other/Training

- In February I attended a N Rate webinar hosted by UMN Extension and MDA. They reported data from their local field trials (Altura, Elgin) on N rate response in corn. They have not posted 2023 data, but the 2022 data is available and attached.
- Attended Agronomy Tech Note 31 workshop in Oronoco – seeding mix design and how to plan for various vegetative plantings.
- Attended Basin Alliance for the Lower Mississippi in Minnesota meeting. Discussed best opportunities to get schools engage and promote careers in conservation, and local area needs for support.

2022 Nutrient Management Initiative Report

9/20

Trials in Highlighted Counties



Statewide

Data in the table below represents averages for the entire state.

- Data are separated into categories based on typical agronomic management.
- The number of replicates (reps) is a count of the field strips completed in that management category.
- The NUE is a measure of the nitrogen use efficiency, and is the amount of nitrogen applied (regardless of timing or source) divided by the resulting yield.
- The high rate and low rate are standard comparisons across rate trials though the actual rate used varies depending on the partner farmer.

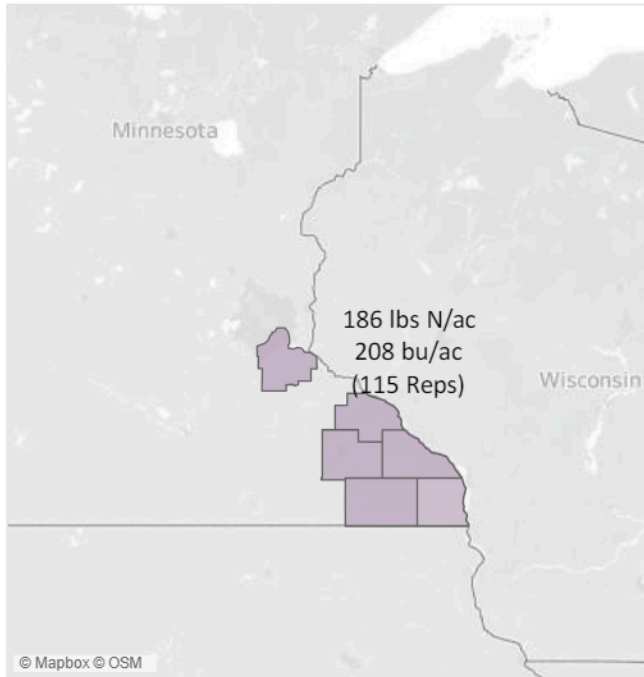
State Trial Results Summary Table

Management	Rate Treatment	Number of Replicates	Ave. N Rate (lbs N/ac)	Ave. Yield (bu/ac)	Ave. NUE (lbs N/bu)
All Crops	Low Rate	142	151	209	0.74
	High Rate	139	188	214	0.90
Corn after Soybeans	Low Rate	92	138	210	0.67
	High Rate	87	173	215	0.82
Corn after Corn	Low Rate	35	185	212	0.87
	High Rate	37	221	221	1.01
Manured - all rotations	Low Rate	24	130	197	0.68
	High Rate	26	172	202	0.88
Irrigated - all rotations	Low Rate	12	172	247	0.70
	High Rate	14	214	251	0.85

2022 Nutrient Management Initiative Report

12/20

Rate Trials



Southeastern

Data in the table below represents averages for this part of the state.

- Data are separated into categories based on typical agronomic management.
- The number of replicates (reps) is a count of the field strips completed in that management category.
- The NUE is a measure of the nitrogen use efficiency, and is the amount of nitrogen applied (regardless of timing or source) divided by the resulting yield.
- The high rate and low rate are standard comparisons across rate trials though the actual rate used varies depending on the partner farmer.

The "lbs N/ac" value in the map is the average nitrogen application rate in pounds per acre for this region (low rate averaged with high rate). The "bu/ac" value is the average yield. In the table below the number of replicates indicates how many field strips were within a given management category.

Southeastern Trial Results Summary Table

SE Management	Rate Treatment	SE Number of Replicates	SE Ave. N Rate (lbs N/ac)	SE Ave. Yield (bu/ac)	SE Ave. NUE (lbs N/bu)
All Crops	Low Rate	56	167	205	0.84
	High Rate	59	205	210	1.00
Corn after Soybeans	Low Rate	42	154	203	0.78
	High Rate	43	192	206	0.95
Corn after Corn	Low Rate	11	196	232	0.85
	High Rate	13	235	241	0.98
Manured - all rotations	Low Rate	9	144	198	0.76
	High Rate	10	190	194	1.00
Irrigated - all rotations	Low Rate	3	209	259	0.81
	High Rate	5	239	261	0.91



Cost Share Programs Summary

About Wabasha SWCD

Mission: To provide technical, financial, and educational assistance for land and water management in a way that promotes a sound economy and sustains and enhances natural resources.

Our Process: The purpose of cost share programs is to alleviate the financial risk when implementing conservation practices and to incentivize addressing resource concerns. A resource concern is any expected degradation of soil, water, air, plant, or animal resource to the extent that the intended use is impaired. Example: soil erosion rates above tolerable soil loss, pasture that is overgrazed and weeds outcompete more nutritious species, gully washing reducing crop stand, chemical and sediment runoff into streams impacting habitat for aquatic species, etc.

Thanks to a variety of grants and funding sources, we can provide cost share for many conservation practices and projects. However, each funding source has its own funding policy that determines what can be cost shared and for what percent or flat rate can be provided. Because of this, we start our conversations with operators around what their goals are, if there is a resource concern, and if there is a practice or group of practices that can fulfill both. If it's a project that can be cost shared, we find the programs that will give them the most benefit and discuss options. Participation in SWCD programs is always voluntary, and technical assistance is free. Funds are contracted on a first-come, first-served basis. On the next page, there are some practices that we have cost-shared in the past, and what the average payments are currently*.

Questions? Please don't hesitate to reach out to our staff:

Topics	Staff
Conservation programs and grants, water quality/well testing, AgBMP Loan, SWCD business	Terri Peters , District Manager (651) 560-2044 Terri.peters@mn.nacdnet.net
Invoicing, pending payments, SWCD business, board meeting agendas, data requests	Sue Cerwinske , Bookkeeper/Office Administration (651) 560-2053 Susan.cerwinske.wabashaswcd@gmail.com
Structural practices, Minnesota Ag Water Quality Certification (MAWQCP), wetlands	Matt Kempinger , District Technician (651) 560-2055 Matthew.kempinger@mn.nacdnet.net
Cover crops, reduced tillage, conservation planning, soil health, well decommissioning, Buffer Law Assistance	Jenna Rasmusson , Conservation Planning and Outreach Technician (651) 560-2051 Jenna.rasmusson@mn.nacdnet.net
Reinvest in Minnesota (RIM), Volunteer Nitrate Monitoring Network (VNMN), trees, invasive species, Buffer Law Assistance	Katelyn Abts , Natural Resources Technician (651) 560-2045 Katelyn.abts@mn.nacdnet.net



Cost Share Programs Summary

Practice	Average payments		Practice Requirements
Cover Crops	Single Species \$35-40/acre up to 100 acres	Multi-species \$40-50/acre up to 100 acres	Seeding Window <ul style="list-style-type: none">Species dependent, table attached.Example: Winter cereal rye: July 15 – November 1 Oats: April 1 – October 1
			Minimum Seeding Rates <ul style="list-style-type: none">Rates are in lbs./acre of <i>Pure Live Seed</i> and varies by species. Table attached.Example: Incorporated seed, Oats: 30 lbs./ac PLS Broadcasted seed, Oats: 45 lbs./ac PLS
			Verification Requirements <ul style="list-style-type: none">Must follow MN Seed Law.Provide copies of seed tags and invoices.Test and provide results if using bin-run seed. Must be tested at an approved lab for purity and germ, and be free of noxious weeds.Cover crops planted before contract approval cannot be funded.Cover crops may be grazed/hayed, but not sold.
No-till	Rotational \$5-10/acre up to 100 acres	Continuous \$10-15/acre Up to 100 acres	<ul style="list-style-type: none">Maintain 60% residue cover on the soil surface throughout the year.
Other Practices		Average Payments	
Structural Practices <ul style="list-style-type: none">Grassed waterwaysFeedlot improvements including manure containmentWater and sediment control basinsGrade stabilization structures		Up to 75% of actual cost of eligible structural practices for State Cost Share and Local Capacity Services Cost-Share. If funded with other program funding or multiple programs that allow for greater cost share amounts, cost share amounts will follow guidelines and policy for that program.	
Well Decommissioning		75% up to \$2,000 While Drinking Water Protection Grant funds are available. Local Policy funding rate is 50% up to \$1,000. Contact us to for availability.	
Tree Planting		\$1.50/ tree or \$6.00/tree with protectors, up to \$2,500 per project.	
Brush management and herbaceous weed control		Up to \$300/acre Not to exceed 75% of total project cost, and will be capped at \$2,000 per project to ensure availability of cost-share to multiple landowners annually.	
*Cost share rates based on Local Cost Share Policy last updated on 07/23/2023 and current programs as of Jan 2024. Rates are subject to change with policy updates and funding availability. Contracts must be approved before work begins			

Table 1

Common Cover Crops Recommended for Planting in Minnesota

	FULL SEEDING RATES			CROP TYPE	SEEDING DATES	
SPECIES	¹ Minimum Seeding Rate in lbs./ac PLS (Incorporated Seed)	² Minimum Seeding Rate in lbs./ac PLS (Non- Incorporated Seed)	PLANTING DEPTH (inches)		NORTH OF INTERSTATE 94	SOUTH OF INTERSTATE 94
GRASSES						
SPRING BARLEY*	50 lbs/acre PLS	75 lbs/acre PLS	0.75-1.5	CG	April 15-September 15	April 1-October 1
WINTER BARLEY	50 lbs/acre PLS	75 lbs/acre PLS	0.75-1.5	CG	July 15-October 15	July 15-November 1
OATS*	30 lbs/acre PLS	45 lbs/acre PLS	0.5-1	CG	April 15-September 15	April 1-October 1
ANNUAL RYEGRASS	15 lbs/acre PLS	23 lbs/acre PLS	0-0.5	CG	April 15-September 15	April 1-October 1
WINTER CEREAL RYE	55 lbs/acre PLS	83 lbs/acre PLS	0.75-1.5	CG	July 15-October 15	July 15-November 1
WINTER TRITICALE	50 lbs/acre PLS	75 lbs/acre PLS	0.75-1.5	CG	July 15-October 15	July 15-November 1
SPRING WHEAT*	50 lbs/acre PLS	75 lbs/acre PLS	0.75-1.5	CG	April 15-September 15	April 1-October 1
WINTER WHEAT	50 lbs/acre PLS	75 lbs/acre PLS	0.75-1.5	CG	July 15-October 15	July 15-November 1
FOXTAIL MILLET ³	20 lbs/acre PLS	30 lbs/acre PLS	0.5-1	WG	June 1-August 1	May 15-September 1
JAPANESE MILLET ³	20 lbs/acre PLS	30 lbs/acre PLS	0.5-0.75	WG	June 1-August 1	May 15-September 1
PEARL MILLET ³	20 lbs/acre PLS	30 lbs/acre PLS	0.5-1	WG	June 1-August 1	May 15-September 1
PROSO MILLET ³	20 lbs/acre PLS	30 lbs/acre PLS	0.5-1	WG	June 1-August 1	May 15-September 1
SORGHUM- SUDANGRASS ³	25 lbs/acre PLS	38 lbs/acre PLS	0.5-1.5	WG	June 1-August 1	May 15-September 1
SUDANGRASS ³	25 lbs/acre PLS	38 lbs/acre PLS	0.5-1	WG	June 1-August 1	May 15-September 1
NON-LEGUME BROADLEAVES ⁵						
BEETS (Non GMO)	3 lbs/acre PLS	5 lbs/acre PLS	0.25-0.5	CB	April 15-September 15	April 1-October 1
CABBAGE	5 lbs/acre PLS	8 lbs/acre PLS	0.25-0.5	CB	April 15-September 15	April 1-October 1
FLAX ³	30 lbs/acre PLS	45 lbs/acre PLS	0.25-0.75	CB	July 15-September 1	July 15-September 15
KALE	3 lbs/acre PLS	5 lbs/acre PLS	0.25-0.5	CB	April 15-September 15	April 1-October 1
MUSTARD ³	4 lbs/acre PLS	6 lbs/acre PLS	0.25-0.75	CB	April 15-September 15	April 1-October 1
PHACELIA	5 lbs/acre PLS	8 lbs/acre PLS	0.12-0.25	CB	April 15-September 15	April 1-October 1
RADISH	4 lbs/acre PLS	6 lbs/acre PLS	0.5-0.75	CB	April 15-September 15	April 1-October 1
RAPESEED/CANOLA	2 lbs/acre PLS	3 lbs/acre PLS	0.25-0.5	CB	April 15-September 15	April 1-October 1
TURNIP	1 lb/acre PLS	2 lbs/acre PLS	0.25-0.5	CB	April 15-September 15	April 1-October 1
WINTER CAMELINA	3 lbs/acre PLS	5 lbs/acre PLS	0.12-0.25	CB	July 15-October 15	July 15-November 1
BUCKWHEAT 1/ ³	45 lbs/acre PLS	68 lbs/acre PLS	0.5-1	WB	June 15-August 15	June 1-September 1
SAFFLOWER	25 lbs/acre PLS	38 lbs/acre PLS	1-1.5	WB	April 15-August 1	April 15-August 1
SUNFLOWER	1 lb/acre PLS	2 lbs/acre PLS	1-3.5	WB	June 1-August 1	June 1-August 1
LEGUMES ⁵						
ALFALFA ³	12 lbs/acre PLS	18 lbs/acre PLS	0.25-0.5	CB	April 15-September 1	April 1-September 15

Table 1

Common Cover Crops Recommended for Planting in Minnesota

	FULL SEEDING RATES			CROP TYPE	SEEDING DATES	
SPECIES	¹ Minimum Seeding Rate in lbs./ac PLS (Incorporated Seed)	² Minimum Seeding Rate in lbs./ac PLS (Non- Incorporated Seed)	PLANTING DEPTH (inches)		NORTH OF INTERSTATE 94	SOUTH OF INTERSTATE 94
LEGUMES ⁵ (continued)						
CHICKPEA	80 lbs/acre PLS	120 lbs/acre PLS	0.25-0.5	CB	June 1-September 1	May 15-September 15
BALANSA CLOVER	5 lbs/acre PLS	8 lbs/acre PLS	0.25-0.5	CB	May 15-September 1	May 1-September 15
BERSEEM CLOVER	8 lbs/acre PLS	12 lbs/acre PLS	0.25-0.5	CB	May 15-September 1	May 1-September 15
CRIMSON CLOVER	10 lbs/acre PLS	15 lbs/acre PLS	0.25-0.5	CB	May 15-September 1	May 1-September 15
RED CLOVER ⁴	8 lbs/acre PLS	12 lbs/acre PLS	0.25-0.5	CB	April 15-September 1	April 1-September 15
WHITE CLOVER	5 lbs/acre PLS	8 lbs/acre PLS	0.25-0.5	CB	April 15-September 1	April 1-September 15
FAVA BEAN	80 lbs/acre PLS	120 lbs/acre PLS	2-4	CB	June 15-August 15	June 1-September 1
FIELD/WINTER PEA ³	30 lbs/acre PLS	45 lbs/acre PLS	1-1.5	CB	April 15-September 15	April 1-October 1
LENTILS	50 lbs/acre PLS	75 lbs/acre PLS	1-1.5	CB	April 15-September 15	April 1-October 1
LUPIN	40 lbs/acre PLS	60 lbs/acre PLS	1-2	CB	April 1-June 1	April 1-June 15
SAINFOIN	40 lbs/acre PLS	60 lbs/acre PLS	0.25-0.75	CB	April 15- September 1	April 1-September 15
SWEETCLOVER ⁴	6 lbs/acre PLS	9 lbs/acre PLS	0.25-0.5	CB	April 15-September 1	April 1-September 15
VETCH	15 lbs/acre PLS	23 lbs/acre PLS	0.5-1.5	CB	April 15-September 1	April 1-September 15
COWPEA ³	30 lbs/acre PLS	45 lbs/acre PLS	1-1.5	WB	June 1-August 15	May 15-September 1
SOYBEANS ³	30 lbs/acre PLS	45 lbs/acre PLS	0.5-1	WB	June 15-August 15	June 1-September1
SUNNHEMP	20 lbs/acre PLS	30 lbs/acre PLS	0.5-2.5	WB	June 1-August 1	June 1-August 1
LEGEND						
CROP TYPE: CG=COOL SEASON GRASS, CB= COOL SEASON BROADLEAF, WG=WARM SEASON GRASS, WB=WARM SEASON BROADLEAF						
[*] Consider these species when planting spring cover crops for wind erosion protection at .75 of a bushel/acre. Barley-36lbs, Oats-24lbs, Wheat-45lbs						
¹ Incorporated seed--Seeding methods used that provide good seed to soil contact. PLS=Pure Live Seed						
² Non-incorporated seed--Seeding methods used when broadcasting seed without mechanical incorporation. PLS=Pure Live Seed						
³ CAUTION is due to risk for establishment with aerial seeding.						
⁴ FROST SEEDING DATES: December 15-March 1 (Entire State)						
⁵ All Non-Legume Broadleaves and Legume species should always be considered as part of a multi-species cover crop and rarely planted as a single species						
CAUTION is due to possible freeze risk to establishment						
1/ Plantings containing buckwheat may not be seeded within 30 feet of an existing commodity wheat field, or in a field with a planned rotation to commodity wheat within two years.						
INFORMATION from Midwest Cover Crops Council (MCCC) Website, MCCC Cover Crop Field Guide, Green Cover Seed, SARE-Managing Cover Crops Profitably, SARE-Cover Cropping for Pollinators and Beneficial Insects, USDA-ARS Cover Crops Chart, and USDA-NRCS PLANTS Guide						



Wabasha County Soil & Water Conservation District

SWCD STREAM

NONPROFIT ORG
US POSTAGE PAID
WABASHA MN
PERMIT NO. 5

Wabasha County Soil & Water Conservation District
611 Broadway Ave #10
Wabasha, MN 55981
(651) 565-4673
WabashaSWCD.com

March-April 2024 News

- It's difficult not to think about planting with weather like this, but a reminder to stay out of the right-of-way when preparing fields to plant. It is against MN State Statute 160.2715. The ROW is there to reduce flooding, prevent soil erosion, and maintain road safety.
- Interested in getting paid to protect local drinking water? Funds available through the Drinking Water Protection Grant for split application nitrogen, well sealing, and nitrogen best management practice test plots. Contact us for more information.
- Missed a newsletter? Check out our "News" tab on our website to access all previous newsletters.
- If you receive the West Indian Creek newsletter, we had a correction for the annual soil loss report for the US. According to the Natural Resources Inventory, there is approximately 1.7 million tons of soil loss on cropland annually. The article has been uploaded to our website with the correction.



Photo by Brian Korthals/Daily Globe

WANTED



AMUR MAPLE

Scan this QR code for more info on Amur maple, or visit <https://www.dnr.state.mn.us/invasives/terrestrialplants/woody/amurmaple.html>



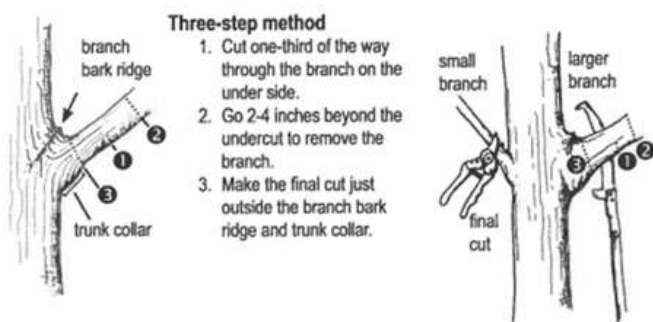
WABASHA SWCD'S MOST WANTED INVASIVE SPECIES

This mid-sized Eurasian tree has been putting down roots in North America since the 1860s and only recently has it been legally recognized as invasive but still commercially sold under specific regulations. Even so, amur maple is highly opportunistic and is not recommended by any natural resource organization. It is identified by its 1-to-3-inch simple leaves that are three lobed with the center lobe extending past the shorter two. The foliage turns a brilliant red in the fall. Management wise, seedlings are easy enough to pull up without using herbicide. If the roots are impossible to pull up, cut and treat is the best management option. Whether you're looking for small tree for your windbreak or for your yard, consider a native alternative.

For information on cost-share opportunities for the removal of Amur Maple or other invasive species contact your local SWCD technician Katelyn Abts at 651-560-2045 or Katelyn.Abts@mn.nacdnet.net.

Is your tree pruning helping or harming?

In the wild, it's survival of the fittest even among the trees. Competing for resources such as water and light, trees can grow in odd and uneven shapes in the effort just to stay alive. Branches break off, trunks split apart, and the tree often meets it's end before reaching maturity. A tree growing in your yard doesn't deal with that kind of competition and is likely to live a long healthy life with you taking good care of it. Proper tree pruning is a key deciding factor in whether your beloved tree lives longer than you. Unfortunately, people often attack their tree with pruners and saw without knowing what they're doing. Below we will cover some helpful tips to help you help your trees.



Tips for Success

When

The best overall time to prune is when the tree is dormant or late winter to early spring. Some tree species respond well to different pruning periods, so it doesn't hurt to do a little research beforehand. For example, Walnut, Maple and Birch trees are best pruned in mid-summer.

What

You can remove dead, diseased, or damaged branches at any time of the year. To ensure structural stability, cut away branches that have a weak union with the trunk (see picture to the left). Aim for symmetry with one main trunk. When pruning away branches of a young tree to raise the canopy, try to limit to two to three branches a year.

How

Determine where the branch collar is before cutting. This is the "shoulder" between the branch and the trunk and is usually distinguished by the swelling of overlapping trunk tissue. From the top of the branch, cut from outside the branch collar at a 45-degree angle as depicted in the figure above. If the branch is too large for you to hold as you cut, the three-step method will prevent the bark from peeling away from the trunk as the branch falls away

If you need to start climbing a tree or use a ladder, call an arborist. If you need to use power equipment, call an arborist. It's important to recognize the point where tree pruning because less of a DIY project and more of a death trap. You want to cut tree limbs, not your own.

For more information and/or you have questions, contact Katelyn Abts at Katelyn.Abts@mn.nacdn.net or 651-560-2045. You also might find what your looking for at UMN Extension website at "Pruning trees and shrubs".

Wound Sealer

Many retailers advertise wound sealer as a way to prevent disease and rot after pruning but in reality, these products do more harm than good. In 2021, the University of Arizona found pruning sealers obstruct the tree's natural healing ability and may trap moisture which can encourage wood decay. The only situation wound sealer might be beneficial is when you are forced to prune an oak tree when oak wilt fungus is active (April - October).

Tree Topping

Tree topping refers to the practice of reducing the size of the tree by removing the canopy, leaving behind lateral branches or stubs. While this practice may not kill the tree right away, it will increase the chance of decay and risk of limb failure. Ultimately, the tree will die from the topping, and you will have to spend even more money to remove it.

Over pruning

To avoid stressing or outright killing your tree, don't remove more than ¼ of its current live canopy within one year. Try to avoid cutting off branches that are more than four inches in diameter. This can create wounds that are too large for the tree to seal off.



RESTORING THE MEANDER

Gorman Creek Restoration

2023 was a busy year along a section of Gorman Creek near Kellogg, MN. The SWCD worked in partnership with the Minnesota Department of Natural Resources (DNR) and Trout Unlimited to improve habitat on this unique stream. The project site is made up of two separate branches both originating from springs a short distance upstream. An earlier stream restoration upstream and a wetland bank immediately downstream made this project an extra valuable connection between these two areas. In the late 19th and early 20th centuries drastic changes occurred across the landscapes of southeast Minnesota fueled by the rapid scaling up of agriculture and timber harvest. The result was erosion on the hill tops and slopes and sedimentation in the valleys and streams. Gorman creek was no exception and evidence was found during construction of a pre settlement top soil layer that had been buried by a couple of feet of silt. When this was occurring, the stream would have become highly unstable making agriculture challenging on the land surrounding the creek. In an attempt to contain the stream, the channel was straightened some time in the 1930s or 1940s. This is not a stable long-term pattern for the dynamic nature of a stream. The stream will always fight our efforts to contain it. The primary goal of this project was to set up the stream in a way that functioned properly, meaning effective transportation of water and sediment during both low flows and large floods.

To achieve the desired function, the design team took an approach called natural channel design. This involves mimicking the patterns and parameters of reference reaches. Reference reaches are undisturbed and well-functioning sections of streams in a similar landscape and ecosystem. For this project we looked at a portion of the Whitewater River near the headwaters of its south fork, the Red River in northwest Minnesota and, historic photos of Gorman Creek. We were able to recreate a healthy stream system including both an entirely new channel and flood plain and various habitat features. This project reintroduced meanders and more than doubled the length of the stream at this site. The philosophy was that this will set the stream up to naturally evolve in the healthiest way possible and it should continue to naturally improve over time. Habitat that was added includes cover rocks, toe wood, rock riffles, spawn areas, and deep over wintering pools. Within a few weeks of diverting flow into the new channel there was already evidence of spawning occurring on the newly installed spawning areas. As the site heals and wildlife populations move into their new habitat, recreational value will increase greatly. A fishing easement is already in place and this native brook trout population provides a valuable experience to anglers in the area. There are also benefits to the surrounding areas through improved hydrologic function that will be especially evident to down stream areas during floods. This project would not have been possible without the interest and cooperation of the landowners, or without the help of local contractor, Danckwart Landscaping LLC. We hope this project will be a good piece of evidence and a reference for future projects and future monitoring will be a measure of its long term success.



SCAN HERE FOR VIDEO PLAYLIST OF PROJECT CONSTRUCTION OR VISIT:
<https://www.youtube.com/playlist?list=PLCT1xh1-UwXbOj5So1YfLFDIcDQ3xTVct>

Monthly Report – March

Katelyn Abts

Programs

- Brush Management Cost-Share
 - Completed project – Mike Haase
- Buffer Law Initiative
 - 8 parcels checked in person
 - 1,039 parcels checked through aerial imagery
 - 1 parcel turned over to the county for enforcement
- Cooperative Weed Management Area (CWMA)
 - Editing Memorandum of Understanding with partners input

Other

- 2024 Tree Sale
 - 107 customers
 - 22 varieties sold out
- Conservation Cubes
 - Updated activity packet and answer key for educational outreach
- Lake City Arbor Day
 - Assisted in planning educational outreach

Training

- SE MN NRCS and Partners Tree ID Training Field Day
- SFEC 2024 Forestry Webinar Series
- Agronomy Tech Note 31 Training

WABASHA SOIL AND WATER CONSERVATION DISTRICT CONTRACT FOR SERVICES

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

Contract

1 Term of Contract

- 1.1 **Effective grant period:** September 13th, 2023 to August 31, 2024 for the FY24 Super Funds National Wild Turkey Federation – WinLac IW1P Coordinator/Local Forestry Team. (\$5,000).
- 1.2 **Effective grant period:** March 11, 2024 to June 30, 2025 for the WinLac IW1P Forestry Implementation – FY 2024 and 2025 (\$100,000 for items identified in “Exhibit A” of “the Grant Agreement” with the Minnesota Department of Natural Resources (DNR))

2 Contingency

Award of this contract is contingent upon the SWCD obtaining and continuing to receive funds awarded by the National Wild Turkey Federation (NWTF) and Minnesota Department of Natural Resources (DNR).

3 Certification

By entering into this contract, the CONTRACTOR certifies that it will comply with the conditions of the applicable provisions of the contractor invoicing requirements for FY24 Super Funds through NWTF and WinLac IW1P Forestry Implementation – FY2024 and 2025 grant agreements.

4 Scope of Work

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

5 Payment

The SWCD will be invoiced by the CONTRACTOR for services performed by the CONTRACTOR under this contract at a rate of \$75.00 per hour up to maximum identified in 1.1 to 1.4 (total of \$105,000.00 for all programs). Payment will be made when invoices are presented by the CONTRACTOR as the work is completed. Invoices should itemize costs separated by grant program and by tasks identified for work.

Requesting Payments

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

A. Invoices

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

B. Project Information

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

C. Cost Information

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

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

6 Authorized Representatives

The SWCD's Authorized Representatives are Terri Peters, Wabasha SWCD District Manager, 611 Broadway Ave., Suite 10, Wabasha, MN 55981, (651) 565-4673, or her successor. The CONTRACTOR'S Authorized Representative is Jennifer Wahls, Landscape Connections, LLC PO Box 116, Kellogg, MN, (218) 310-9058.

7 Independent Contractor

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

8 Amendments, Waiver, and Contract Complete

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

9 Liability

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

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

10 Government Data Practices

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

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

11 Publicity

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

12 Audit

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

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

15 Conflict-of-Interest

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

1. WABASHA SWCD

By: Jew Peters

Title District Manager

Date: 3/15/2024

2. CONTRACTOR

By: G. W. Hls

Title: Landscape Connections LLC

Date: 3-15-24

3. WABASHA SWCD

By: _____

Title Board Chair

Date: _____

Minnesota Chapter of the National Wild Turkey Federation Super Fund FY 2024

Summary of activities 09/2023-02/29/24

Grant: Hunting Heritage Super Fund FY 2024. Project “STACKING CONSERVATION ACTIVITIES FOR MULTIPLE BENEFITS THROUGH COORDINATED TECHNICAL TEAMS” WinLaC 1W1P Coordinator

Reporting Period Covered: September 13th, 2023 – February 29th, 2024

Project Outreach Coordinator: Jennifer Wahls (referred to as the “Coordinator” from here on out)

Project Managers: Sheila Harmes, Winona County Water Planner; Gary Michael, MN DNR Cooperative Forest Management Supervisor

Project Summary:

Project work was completed through funding from NWTF’s Hunting Heritage Super Fund FY 2024. There is a need for a Coordinator position to help provide efficient and effective conservation service delivery to private landowners in the Winona-La Crescent (WinLaC) One Watershed One Plan (1W1P) area. The purpose of this application is to leverage funds from other partners to support this position for up to 3 years. Ninety-five percent of the land in Southeast Minnesota is privately owned. The Coordinator will help with the development of Local Forestry Teams. There are many entities, grants, programs and geographies to work in. The purpose is to efficiently utilize those resources for conservation activities that provide stacked benefits for habitat, water quality, water quantity, recreation and overall watershed human and animal health. A ReInvest in Minnesota (RIM) Forestry easement program has foundational support from the Board of Water & Soil Resources (BWSR). This program has been developed at the local level recognizing the need for forestland and bluffland protection.

Project Accomplishments:

September 2023-February 2024

- Communications (email, phone, online and in-person) between the Coordinator, agency staff, NGOs, consulting foresters, policy committees for the Zumbro, Root, Cannon and WinLaC and landowners.
- WinLaC RAQ scoring completed with Watershed Based Implementation Funds.
 - This scoring tool will be used in concert with the Mississippi River – Winona Landscape Stewardship Plan to prioritize the LFT landscape work
 - The WinLaC geography includes Winona and portions of Wabasha, Olmsted and Houston counties
- Continue to develop the RIM Forestry Program with small working group
 - 5 power point presentations developed and delivered to 1W1P policy committees (Root, Zumbro, WinLaC and Cannon) and 1 DNR/BWSR/SWCD working group (PDF included in email attachment)
 - Assembled RIM scoresheet and handout (Appendix 1)
 - Ongoing communications with small group of Landscape Committee members, BWSR and SWCD
 - The WinLaC 1W1P identifies the development of a forestry easement program as a goal
 - NWTF and DNR Forestry funds supported some of the Coordinator’s time on this
 - The Coordinator provided 100 hours or \$7,500 of in-kind services to work on the development of the RIM program, provide presentations, communicate with agencies and assemble draft materials. A portion of this in-kind time was in communications directly related to developing the LFTs.
- Development of the Local Forestry Team – WinLaC geography
 - Kickoff meeting on February 22nd, 2024. Participants included: DNR Forestry, NRCS, SWCD, several NGOs, consulting foresters and UMN Extension Forestry
 - NWTF funds provided bridge funds for the Coordinator while DNR funding was secured for the LFT Coordinator position
- A Landscape Scale Restoration Grant application: “Turkey, Trout and Timber” was assembled by a few members of the Southeast Regional Landscape Committee, supported by the committee and submitted by MN DNR. We

are awaiting notification of grant award recipients. The grant supports efforts that have begun with previous and current funding by NWTF, MN DNR and 1W1Ps.

Outcomes

- 1 LFT team meeting – kickoff event February 22nd, 2024. Next scheduled meeting is April 18th, 2024
- 3 priority areas identified to begin outreach efforts
- RIM Blufflands Forestry program developed
- Continue to build coordination through the LFT

Overview

The majority of the funds were used as bridging funds to support a Coordinator position to continue the development of the LFT in the WinLaC, coordinate with the 1W1P partners, State and Federal Agencies, NGOs and private industry.

Challenges

Coordinating with multiple interests and organizations for efficient delivery of services and to develop the LFT. The kick-off of the LFT was delayed as we were awaiting notification of an executed contract with DNR to fund the Coordinator position.

Successes

Working collaboratively with others including members of the Southeast Landscape Committee, SWCDs and BWSR to develop a RIM Forestry program that fits the geography of southeast Minnesota, improves forest and edge habitat, increases infiltration and reduces run-off. This program will be piloted in the WinLaC 1W1P.

The LFT in the WinLaC officially began February 2024. The second meeting is schedule for April 18th, 2024.

The funding from NWTF was easy to use. There are stacked benefits (e.g. updated forest stewardship plan, project plans, further development of RIM Forestry) resulting from the funding by MN NWTF and the work conducted under this grant.

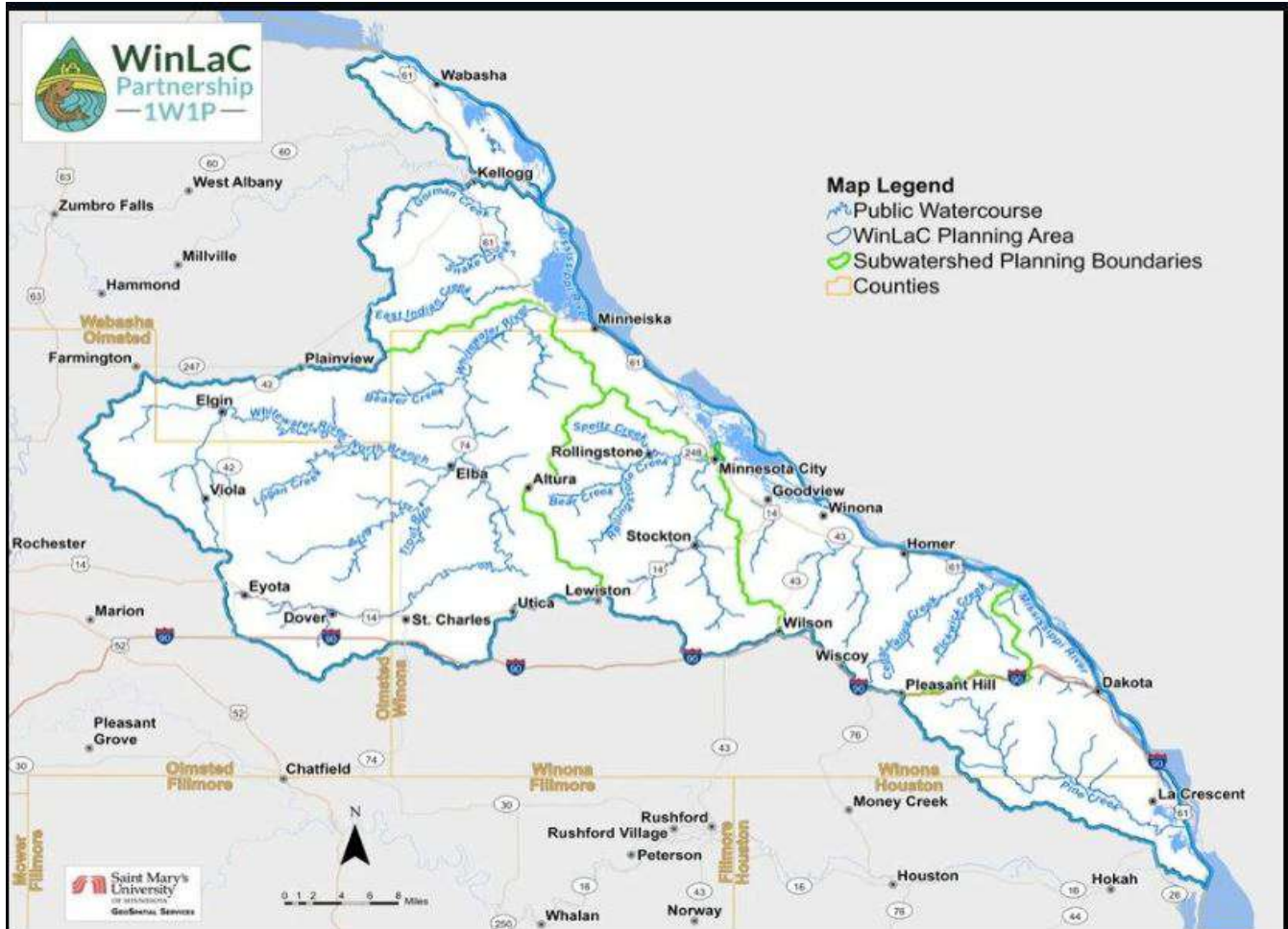
Recommendations

None at this time for NWTF or this fund pool.

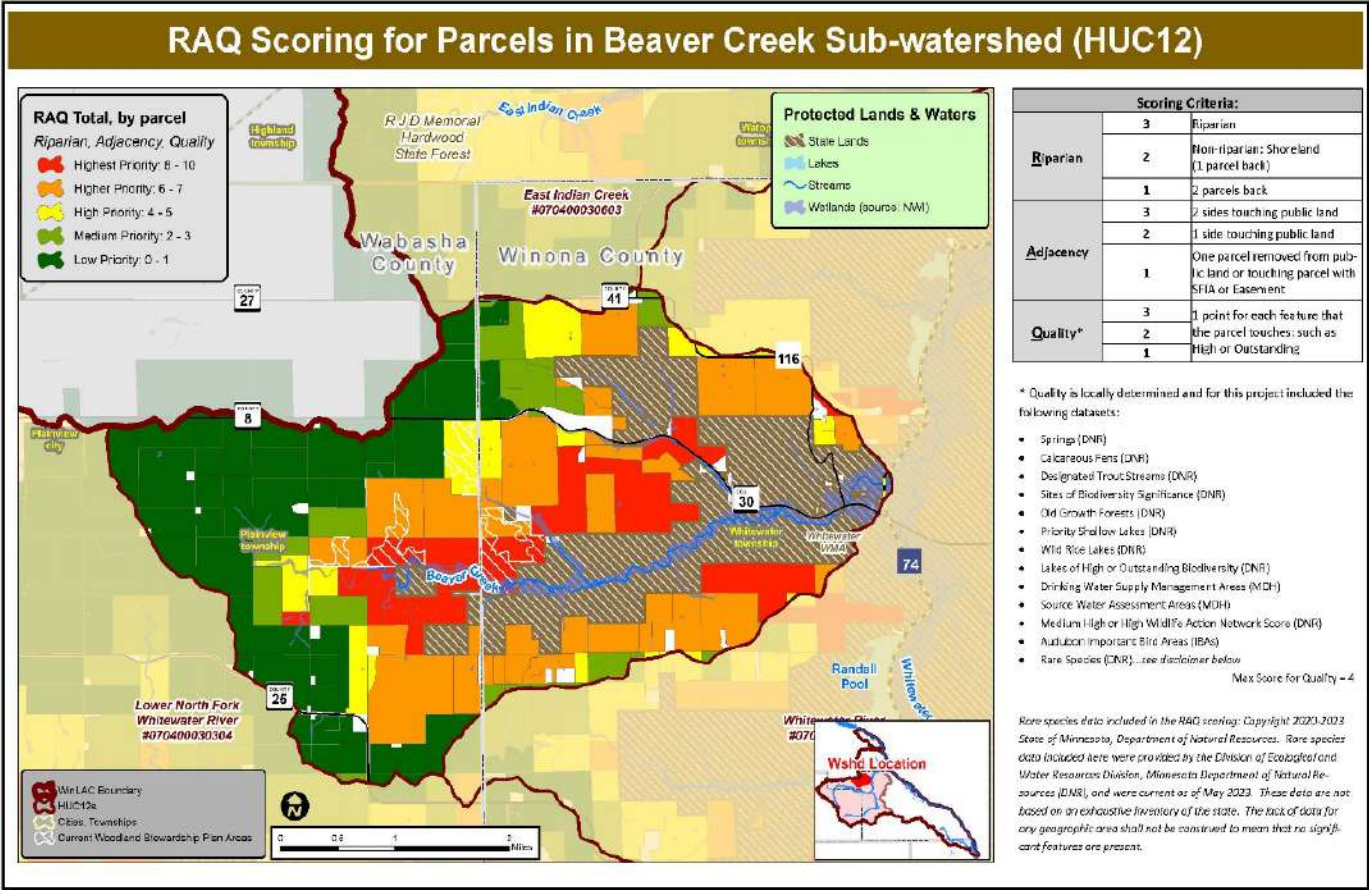
Project Area Map

Project area was working in Winona LaCrescent (WinLaC) One Watershed One Plan (Map 1) with a priority settings identified in the Winona-Mississippi Landscape Stewardship Plan's Conservation Opportunity Areas (COAs). The watershed prioritization and outreach strategy will focus in those a high priority watershed identified in the Winona-Mississippi Landscape Stewardship Plan's Conservation Opportunity Areas (COAs) using the Riparian, Adjacency and Quality (RAQ) scoring process (Map 2) that was completed with Watershed Based Implementation Funds for the WinLaC.

Map 1



Map 2 RAQ Scoring (example of a priority watershed in the Beaver COA)





Reinvest in Minnesota (RIM) Blufflands Forest

Overview

The purpose of the RIM Blufflands Forest program is to focus on forested lands for permanent protection. This program will be piloted out of the Winona-La Crescent Watershed. A Landscape Stewardship Plan has been completed for this area.

Landscape Stewardship Plans have prioritized land that has the most potential for protection and restoration. As a result, the ecologically highest ranked parcels will be prioritized for inclusion in this voluntary program.

Landowners can receive payment for 60% of the assessed value of the parcel for enrolling in a perpetual conservation easement, financial assistance towards the completion of a Forest Stewardship Plan, and cost share for tree planting and other management activities that improve the land. Ultimately this program will sequester carbon, protect water quality, and improve wildlife habitat.

Program Details

Eligibility Requirements

- Must be at least 20 acres
- Must be in the Winona - La Crescent One Watershed One Plan area
- All RIM program eligibility requirements are met

Criteria for Prioritization

DRAFT

- Subwatershed Protection Priority from Landscape Stewardship Plan
- Parcel size
- RAQ score
- Acres of agricultural land to be retired
- Protecting bluff shoulder
- Adjoining protected land
- Increase forest and edge habitat



Benefits and Outcomes

Protection and restoration of forested lands will sequester carbon, maintain and improve water quality and provide wildlife habitat all of which will help to sustain populations of both humans and the wildlife. Protecting the shoulder edge of the bluff and buffering the edge will increase infiltration, decrease run off and increase denitrification. Expanded forested and edge acres will improve habitat conditions for wildlife. Increased infiltration improves baseflows to support coldwater stream habitat conditions.

Does this look like your property?

This program may work for you and your conservation legacy.



Example to the right: 42 acre easement area,
5.25 acres ag land to be retired with 36.75
acres woodlands



From: Clayton Lenk
To: Peters, Terri - FPAC-NRCS, MN; Gary Michael
Cc: jen.landscapeconnections@gmail.com
Subject: RE: [External] LFT Coordinator funding
Date: Monday, September 18, 2023 1:11:57 PM
Attachments: [image001.png](#)

Jen and Terri,

This shouldn't affect our funding at all. Just get in touch with us when you are wanting the funds and it will be the same process as before.

\$5,000

Thank you



Clayton Lenk

District Biologist MN, ND, SD, & WI
Brainerd, MN
mobile: 218-821-0079

National Wild Turkey Federation

770 Augusta Rd, Edgefield, SC 29824
Phone: 803.637.3106

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From: Peters, Terri - FPAC-NRCS, MN <terri.peters@mn.nacdn.net>
Sent: Monday, September 18, 2023 12:05 PM
To: Gary Michael (gary.michael@state.mn.us) <gary.michael@state.mn.us>; Clayton Lenk <clenk@nwtf.net>
Cc: jen.landscapeconnections@gmail.com
Subject: [External] LFT Coordinator funding

Good morning, Gary and Clayton,

Jen may have already contacted you. There was a hiccup with Root River SWCD being fiscal agent for the LFT coordination. The group has discussed this and Wabasha has agreed to administer the funding. We have managed other grants and contracts with Jen already. Let me know how you would like to proceed with you for these funds.

Thank you.

Terri Peters
Wabasha SWCD



Reference

FY24
Super Funds
for billing

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Habitats.
Healthy
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September 13th, 2023

Minnesota Conservation Partners & NWTF members:

The Minnesota Board of Directors of the National Wild Turkey Federation (NWTF) recently selected Hunting Heritage Super Fund conservation project proposals for fiscal year 2024. The Minnesota Board of Directors has approved **\$51,000** for the following projects with the NWTF funding award is listed in parentheses.

- 1) Anoka SWCD – Lamprey Pass WMA Habitat Enhancement (\$10,000)
- 2) NWTF – ASP8 Turkey Timber Enhancement Program (\$10,000)
- 3) Great River Greening – Mast Shrubs for Wildlife at Ruffed Grouse Management Area (\$8,000)
- 4) Great River Greening – Oak, Pine, and Mast Shrubs at Carlos Avery WMA (\$3,000)
- 5) Great River Greening – Sunktokeca Creek WMA Habitat Enhancement (\$15,000)
- 6) Root River SWCD – WinLac 1W1P Coordinator (\$5,000)
wabasha - agreed to act as fiscal

All approved projects must be completed by **August 31st 2024**, unless an extension is requested and approved. If you desire further explanation on your allotment, please feel free to contact me at any time. Projects are expected to allow reasonable signage (signs for projects / decals for equipment) or recognition of NWTF's participation and funding support. Please contact me before beginning your project or making any purchases or expenditures for any specifics related to your funding award (218) 821-0079 or clenk@nwtf.net

Yours in conservation,

Clayton Lenk

District Biologist (MN, ND, SD, WI)

BILL TO

66.67

\$75

\$5,000

- Small group work via emails, phone and online meetings with BWSR and SWCDs to continue development of the Scoresheet
- Regular communications with DNR, BWSR easement and forestry staff
- Provide updates with WinLaC daily contacts, small group and regional landscape committee
- Coordinate with partners' schedules for meetings and ongoing discussions.

TOTAL

\$5,000.00

Thank you for your business! Please make checks payable to Landscape Connections, LLC.

2024 LEASE

MITTEL SCHULE INC.of Wabasha,MN hereinafter called LESSOR and
WABASHA COUNTY SOIL & WATER hereinafter called LESSEE

Lessor agrees to prepare and lease the former principal's offices within the Mittel Schule Building at 611 Broadway, Wabasha MN which totals 1800 SF.

Lessor expects to have this space ready for occupancy by August 1 ,2024.

Annual rent @ \$11.00 / S.F. = \$19,800

Monthly rent = \$1650 and is payable on the first of each month.

Term of lease is 5 years. Renewal thereafter will include a 3% increase in rent each year.

- 1) Rent shall include electricity, gas, water, cleaning, and maintenance.
- 2) Lessee shall make arrangements and pay for phone and internet service.

LESSOR: MITTEL SCHULE INC.

Signature: _____ Date: _____
Paul J. Busch or James D. Smit

LESSEE: WABASHA COUNTY SOIL & WATER AGENCY

Signature: _____ Date: _____

Printed name and title: _____



2024 Estimated Wabasha SWCD Budget

Based upon District Fund Carryover from 2023 to 2024		District Reserve Fund (meets 6 month fund balance recommendation)	\$339,722.36	\$0.00
Charges For Services: Income				
	Roller Crimper Rental		\$300.00	
	Tree Sales		\$12,000.00	
	Wetland Application Fees		\$1,000.00	
	Plat Book Sales		\$300.00	
		Total Charges for Services: Income		\$13,600.00
Intergovernmental Revenues anticipated and existing funds for applicable expenses:				
	County			
		County Regular Allocation Request	\$125,500.00	\$125,500.00
	State - Pass through from County			
	Natural Resource Block Grants	2024 Local Water Management - Natural Resource Block Grant	\$19,354.00	
		2025 Local Water Management - Natural Resource Block Grant	\$19,354.00	
		2024 Wetland Conservation Act - Natural Resource Block Grant	\$16,543.00	
		2025 Wetland Conservation Act - Natural Resource Block Grant	\$16,543.00	
		Total pass through funds		\$71,794.00
	State			
		FY2022 State Cost Share	\$2,460.30	
		FY2023 State Cost Share	\$12,320.80	
		FY2024 Conservation Contracts	\$18,190.00	
		FY2025 Conservation Contracts	\$18,190.00	
		FY2022 Local Capacity Services	\$6,741.52	
		FY2023 Local Capacity Services	\$34,379.69	
		FY2024 Dept. of Rev. SWCD Allocation	\$160,115.04	
		FY2024 Conservation Delivery	\$19,619.00	
		FY2025 Conservation Delivery	\$19,619.00	
		2023 Buffer and Soil Loss Initiative	\$9,551.53	
		2024 Buffer and Soil Loss Initiative	\$20,000.00	
		FY2023 Soil Health Cost Share	\$6,940.00	
		Easement Delivery (RIM inspections)	\$1,650.00	
	Total 2023-2024 \$15891.05	Zumbro SWAG	\$9,694.96	
	Pass through outreach-Jen Wahls, \$5,000 for admin	DNR LFT Grant	\$105,000.00	
	2023-24 total \$10,000	SE Landscape Committee Fiscal Agent	\$1,034.15	

	Total grant amendment of \$576,252 for 2024 and 2025 Regional admin. Anticipate renewal	MAWQCP Grant Admin.	\$274,100.00	
	Reimbursable and could include activity over 2022-23	2022-23 WAGZ watershed based	\$75,000.00	
	estimate based upon what is earmarked for Wabasha for biennium	2023-24 WinLac watershed based	\$73,000.00	
	fiscal agent for project over 3 years-reimbursable by DNR (1st phase to start June 2020. Engineering services 2020.	Gorman Creek-remaining in DNR contract.	\$102,301.54	
	Will commence 2025, 2026, 2027 (\$5,000/yr. reimbursable)	TU contract placeholder-Gorman Maintenance		
	Total grant \$178,725 (anticipate 1st 50% in 2023, remaining based upon expenditures)	FY2023 West Indian Creek Watershed Restoration and Protection Grant (CWF Competitive Grant)	\$100,000.00	
		Volunteer Nitrate Monitoring Network (VNMN) - SE MN WRB	\$0.00	
	Administering within Greater Zumbro watershed (MDH Accelerated Implementation Grant)	Safe Drinking Water Phase 2	\$10,133.82	
		Total State Revenue		\$1,080,041.35
	Other-Partners Federal Dollars			
	(\$238,434.16 remaining after 2023-reimbursable)	319 Focus Small Watershed-West Indian	\$200,000.00	
	DNR passthrough, build on past TNC/DNR outreach work	Lower Zumbro Outreach-FEMA	\$17,528.60	
		CRP	\$7,200.00	
		Total Other Revenue		\$224,728.60
	Miscellaneous Revenue:			
		Interest Earnings MM's	\$3,000.00	
		Total Misc. Revenue		\$3,000.00
	TOTALS-Revenue:			
		Total Revenue and Program funds for 2024	\$1,518,663.95	
	Does not include fund balance	Total Budget 2024	\$1,518,663.95	
	District Operations: Anticipated Expenses			
	Capital Expenses		\$25,000.00	
		Variability accounting for program timing	\$13,275.40	

		Advertising, Newsletter, Promo, and Posting Expense	\$6,000.00	
		Building Rent	\$16,000.00	
		Conferences and Conventions	\$7,000.00	
		Education and Information	\$5,000.00	
		Employee Education and Training	\$15,000.00	
	May be charged to specific programs	Employee Expenses	\$3,000.00	
	May be charged to specific programs	Employee Mileage	\$3,000.00	
		Equipment Maintenance	\$5,000.00	
		Fees and Dues	\$13,000.00	
		Insurance Expenses (MCIT)	\$6,000.00	
		Internet Expenses	\$1,200.00	
		Field and Office Supplies	\$10,000.00	
		Postage	\$1,000.00	
		Professional Expenses	\$3,000.00	
		Contracted Services/Other Services	\$12,000.00	
		Audit	\$12,000.00	
		Subs & Pubs	\$1,500.00	
		Supervisors Expenses	\$1,500.00	
		Supervisors Mileage	\$3,000.00	
		Technology/Equipment	\$15,000.00	
		Unemployment Payment Budget item	\$2,000.00	
		Vehicle Expense	\$5,000.00	
		2024 Office Move Expenses	\$20,000.00	
		Additional Personnel Expenses (Intern, staff expense changes, etc.)	\$20,000.00	
		Other Services and Charges	\$3,650.00	
	Personnel Services	TOTAL		\$228,125.40
		Employee Salary Permanent	\$317,826.64	
		Employer Health, Dental, Life	\$94,915.68	
	6.20%	Employer Share FICA	\$19,705.25	
	1.45%	Employer Share Medicare	\$4,608.49	
	7.50%	Employer Share PERA	\$23,837.00	
		Supervisors Compensation	\$14,000.00	
		TOTAL		\$474,893.06
Program Expenditures:				
	District			
		Roller Crimper Storage and Trailer fee	\$350.00	
		Tree Expense	\$9,900.00	
	State			
		FY2022 State Cost Share	\$2,460.30	
		FY2023 State Cost Share	\$12,320.80	
		FY2024 Conservation Contracts	\$18,190.00	
		FY2025 Conservation Contracts	\$18,190.00	

		FY2022 Local Capacity Services	\$6,741.52	
		FY2023 Local Capacity Services	\$34,379.69	
	Replaces Capacity (will be reduced in 2025)	FY2024 Dept. of Rev. SWCD Allocation	\$30,000.00	
		2024 Buffer and Soil Loss Initiative	\$5,000.00	
		FY2023 Soil Health Cost Share	\$6,940.00	
	Total 2023-2024 4266.68 for equipment, mileage, supplies, meals	Zumbro SWAG	\$1,500.00	
	agreements/payments to regional partners for anticipated renewal	MAWQCP Grant Admin. - Costs Paid to other districts as reimbursable.	\$242,100.00	
		2022-23 & 2024-25WAGZ watershed based	\$70,000.00	
	estimate based on current earmark for Wabasha for biennium	2023-24 WinLac watershed based	\$56,000.00	
	payment 387,028.20 (Danckwart 2023 and 2024), up to \$26,657 TSA staff over 2023-24	Gorman Creek	\$68,905.21	
	Will commence 2025, 2026, 2027 (\$5,000/yr. reimbursable)	TU contract placeholder-Gorman Maintenance		
	projects and outreach	FY2023 West Indian Creek Watershed Restoration and Protection Grant (CWF Competitive Grant)	\$70,000.00	
	Administering within Greater Zumbro watershed (MDH Accelerated Implementation Grant)	Safe Drinking Water Phase 2	\$10,133.82	
	Pass through outreach-Jen Wahls, \$5,000 for admin 2 years	DNR LFT Grant (no agreement yet)	\$100,000.00	
	2023-24 total \$10,000 (\$1,000 total to SWCD)	SE Landscape Committee Fiscal Agent	\$1,034.15	
	Other Partners			
	covers multiple years-need 40% match from non-federal sources - expenditures estimate for 1st year	319 Focus Small Watershed-West Indian	\$50,000.00	
	Outreach and LO survey cost	Lower Zumbro Outreach-FEMA	\$1,500.00	
		Total Program Expenses		\$815,645.49
		Total Expenditures 2024	\$1,518,663.95	\$1,518,663.95
		Total Revenues 2024	\$1,518,663.95	
		Difference	\$0.00	

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization:	Contract Number:	Other state or non-State funds?	Amendment <input type="checkbox"/>	Canceled <input type="checkbox"/>
Wabasha SWCD	2024WAGZ-WC-01	<input checked="" type="checkbox"/> YES <input type="checkbox"/> No	Board Meeting Date(s):	Board Meeting Date(s):

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

Applicant

Land Occupier Name	Address	City/State	Zip Code
Anthony Wolf	220 4th St SW	Plainview, MN	55964

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

Conservation Practice Location

Township Name:	Township No:	Range No.:	Section No.	1/4, 1/4
Highland	109	11	7	NE

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:

- 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.
- 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.
- 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.
- Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

USDA- NRCS Field Office Technical Guide

- 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.
- 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 11/30/2024, this contract will be automatically terminated on that date.
- 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:

- Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
- Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
- 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.
- Not accept cost-share funds, from state sources in excess of 90%, or state and non-state sources that when combined are in excess of 90% of the total cost to establish the conservation practice. Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the flat rate payment option.
- 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 3/21/24	Land Occupier Anthony Wolf
Date	Landowner, if different from applicant
	Address, if different from applicant information:

Conservation Practice

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

Eligible Component Standards & Names 410 - Grade Stabilization Structure, 412 - Grassed Waterway, 342 - Critical Area Planting, 460 - Land Clearing, 484 - Mulching	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate \$42,400.00
	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 3/25/24	Technical Assistance Provider Matt Kempinger	NRCS engineered project with appropriately signed and documented plans available upon request. NRCS CPA-1245 (Practice Approval and Payment Worksheet) can be utilized as the certification of practice completion. An attached completed, and signed NRCS-CPA-1245 and the asbuilt can be used as the Technical Certification on the "Voucher and Certification"
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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 90.0% of the total cost to establish the conservation practice plus the pre-construction cover total amount if utilizing the flat rate payment option.

Amount	Program Name	Fiscal Year
\$14,073.78	Greater Zumbro Watershed Based Funding	2024

Date	Authorized Signature	Total Amount Authorized \$14,073.78
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SE MN Nutrient Management Assistance Workplan

Project Title

Providing nutrient management technical assistance, with a focus on nitrogen, to livestock producers working in Level 2 DWSMAs and high nitrate townships of SE MN.

Project Partners

Fillmore SWCD - Project Management

Riley Buley - District Manager

Sara West – Specialist

Fillmore County Soil and Water Conservation District

902 Houston St. Preston, MN 55965

Office Ph: (507) 887 – 0240, Sara Ph: – (507) 429 - 7707

Email: riley.buley@fillmoreswcd.org , sara.west@fillmoreswcd.org

Wabasha SWCD – Project Management

Terri Peters - District Manager

New Hire TBD - Technician

Wabasha County Soil and Water Conservation District

611 Broadway Ave. #10

Wabasha, MN 55981

Office Ph: (651) 560 – 2044 or Terri Ph: (651) 565 - 4673

Email: terri.peters@mn.nacdnet.net

Winona SWCD – Project Management

Wanda Anderson – District Manager

Amanda Gentry – Technician

Winona County Soil and Water Conservation District

400 Wilson St. N.

Lewiston, MN 55952

Office Ph: (507) 523 – 2171 ext. 114

Email: wanda.anderson@winonaswcd.com , amanda.gentry@winonaswcd.com

Minnesota Department of Agriculture (MDA) - Project Leader

Dawn Bernau - Soil Scientist

Minnesota Department of Agriculture

2118 Campus Dr. SE, Suite 100

Rochester, MN 55904

Office: (507) 206-2881

Email: dawn.bernau@state.mn.us

SE MN Nutrient Management Assistance Workplan

Project Duration

Start: July 1, 2024 (or the date the State obtains all required signatures)

End: June 31, 2026 (or until all obligations have been satisfactorily fulfilled, whichever occurs first), with an option to extend until December 31, 2026, contingent on available funding and both parties agreeing in writing.

Project Summary

This proposal will support three positions through a contract with Fillmore County Soil and Water Conservation District (SWCD), Wabasha County SWCD, and Winona County SWCD. Two Nutrient Management Technician (Technician) positions will be created for this project. One position will be created at the Wabasha County SWCD and will include a new staff hire. A second position will be located out of the Winona County SWCD and will include an existing staff Technician. Both Technicians will work with the existing SWCD Nutrient Management Specialist (Specialist) located at the Fillmore SWCD to provide additional technical support for nutrient management with an emphasis on manure and nitrogen crediting in targeted areas such as Level 2 DWSMAs and townships within SE MN where 10% or more of the wells tested exceed 10 mg/L Nitrate -N in the latest round of township testing. This work may include updating or drafting nutrient management plans that support N BMP adoption including proper manure and legume crediting. In addition, the Technicians will bridge communication gaps regarding fertilizer and manure between producers and local fertilizer dealers or agronomists who supply commercial fertilizer. By addressing these conservation needs, producers will be able to better manage their manure and overall nitrogen utilization. This, in turn, will help ensure applications of manure at times when nutrient utilization by crops can be maximized.

A .15 - .2 FTE will fund the Specialist who will work closely with the Technicians to provide support for nutrient management planning in targeted areas of SE MN. This targeted approach will ensure that priority is given to those landowners in Level 2 DWSMAs and high nitrate townships of SE MN.

- **Nutrient Management Specialist (Specialist) (.15 - .2 FTE)** – Funding through this initiative will provide additional support for nutrient management planning in targeted areas of SE MN. Funds will support an existing Fillmore SWCD Nutrient Management Specialist. The Specialist will be contracted by Fillmore County SWCD and will include office space available out of the Fillmore SWCD office in Preston, Minnesota.
- **Wabasha Nutrient Management Technician (Technician) (.25 FTE)**- This contracted position will provide assistance to the Specialist while developing nutrient management plans, tracking all sources of nitrogen, etc. in the targeted areas of SE MN. The Technician will be contracted by Wabasha County SWCD and will include office space available out of the Wabasha SWCD office in Wabasha, Minnesota.
- **Winona Nutrient Management Technician (Technician) (.50 FTE)** - This contracted position will provide assistance to the Specialist while developing nutrient management plans, tracking all sources of nitrogen, etc. in the targeted areas of SE MN. The Technician will be contracted by Winona County SWCD and will include office space available out of the Winona SWCD office in Lewiston, Minnesota.

SE MN Nutrient Management Assistance Workplan

The basis for this initiative is to provide additional technical support for nutrient management planning with an emphasis on manure crediting in targeted areas such as Level 2 DWSMAs and townships within SE MN where 10% or more of the wells tested exceed 10 mg/L Nitrate -N. Through this initiative, the Technicians will assist the Specialist by providing background technical assistance for nutrient management planning with an emphasis on crediting of all sources of nitrogen. The Technicians may also provide follow up education to producers to promote adoption of nitrogen BMPs, including those in Level 2 DWSMAs or high nitrate townships. This may include ensuring that livestock producers are giving credit for any manure and legume sources on cropland and some collaboration with local agronomists to ensure that commercial N applications take into account all sources of N. To ensure proper N crediting, the Technicians may collect soil and manure samples, calibrate manure spreaders, update NMPs, and bridge any communication gaps between the producer and local agronomists. Through this initiative, the Technicians will also be available to provide field maps, tracking spreadsheets, and other tools for producers to improve tracking of nutrients from manure, legumes, and other sources of nitrogen. This program will allow the Technicians to work with producers to evaluate on-farm adoption of BMPs and other recommended practices. The Technicians will be available to provide assistance in any of the other nutrient management programs offered by the Specialist, including NMI or other programs, to improve or enhance adoption of practices. Lastly, the Technicians may provide guidance for producers to pursue technical and/or financial assistance to implement ecological or structural practices through local, state, or federal programs such as 1W1P, state cost share, and/or EQIP.

Background

Minnesota's Groundwater Protection Rule went into effect on June 24, 2019. The purpose of the rule is to minimize potential nitrogen fertilizer sources of nitrate pollution to the state's groundwater and protect our drinking water. The Groundwater Protection Rule (GPR) is based on the Nitrogen Fertilizer Management Plan (NFMP). The NFMP outlines the state strategy for preventing contamination and responding to elevated nitrate from fertilizer in groundwater. The rule restricts fall application of nitrogen fertilizer in areas vulnerable to contamination and outlines steps to reduce the severity of the problem in areas where nitrate in public water supply wells is already elevated. The primary project area for this initiative will include the Level 2 Drinking Water Supply Management Areas (DWSMAs) in SE Minnesota. A secondary project area will include those townships in SE MN where 10% or more of the private wells exceeded the health risk limit (10 mg/L) of nitrate-nitrogen during the final township testing completed in 2022 (high nitrate townships).

For DWSMAs at Level 2, the MDA will work with local farmers to adopt best management practices (BMPs) in each DWSMA that may reduce nitrate levels in groundwater. A Local Advisory Team (LAT) is then formed that includes local farmers, agronomists, and others to help recommend the best management practice (BMPs) and alternative management tools (AMTs) that should be used. Once a list of BMPs is developed, those practices are published and a timeframe to begin implementation is set in place. A list of BMPs may include practices to ensure that nitrogen fertilizer is applied at the right time, rate, source, and place. Those BMPs also include provisions to track and credit all sources of N including manure. The MDA will promote the implementation of appropriate nitrogen fertilizer BMPs and AMTs. To help facilitate AMT implementation, the MDA has worked with other agencies to make DWSMAs with elevated nitrate among the highest priority areas for state and federal funding.

SE MN Nutrient Management Assistance Workplan

Townships that are vulnerable to groundwater contamination and have significant row crop production were selected for Township Testing. Some factors that make groundwater vulnerable are soil type and geology, which control how quickly nitrate can travel from the root zone to groundwater. The Karst geology of SE MN is particularly vulnerable to groundwater contamination due to the shallow soils overlying bedrock.

More than 90,000 private well owners were offered nitrate testing in 344 townships in years 2013 to 2019 during initial testing. Additional testing follow-up continued through 2020. For the final dataset, it was determined that 44 (13%) townships had 10% or more of the wells over the health risk limit (HRL) for Nitrate-N, with many of these townships occurring in southeast Minnesota.

Nutrient management with a focus on Nitrogen

One aspect of SE MN that compounds the degree of difficulty when addressing nitrogen BMPs and crediting all nitrogen sources on the cropland is the number of feedlots. Almost a quarter of all registered feedlots within Minnesota are located in 11 counties of SE MN. The density of feedlots along with the production and utilization of manure as a fertilizer source can create a challenge due to the inherent variability of manure in nutrient value, most notably nitrogen. One of the most challenging aspects of using manure as a fertilizer source is accurately estimating how much nitrogen is going to be available for plant growth. The variability and uncertainty in this estimate can cause production and nutrient loss issues, often leading producers to over apply commercial fertilizers to protect against production losses. The Technicians will work with producers to dial-in nitrogen availability estimates from manure sources. Reducing the amount of error around estimates of nutrient availability should reassure producers about production concerns. This in turn could reduce over applications of commercial fertilizer, thus reducing the risk of nitrogen leaching into groundwater. The technicians will provide assistance to livestock producers by providing up-to-date manure tests and ensuring that manure spreaders are calibrated based on known spreading techniques. In addition, the Technicians may provide resources to assist producers who are interested in manure application technologies that may improve manure application reliability.

Nutrient management planning is a common practice in many farming operations in Minnesota. While many livestock producers have developed nutrient management plans (NMPs) in the past, it is important to revise them on a regular basis. If a producer fails to update their NMP or doesn't effectively follow the recommendations, the producer may underestimate the overall nutrient applications. This leads to uncertainties in the amount of manure being applied. Producers need to be cognizant of incorporation timing, and the accuracy of nitrogen values in a given manure sample based on factors that affect the volatility of the nitrogen. Producers who don't follow a plan or have not updated a plan may lead to some unknowns when estimating the amount of nitrogen from manure applications. The Technicians will provide assistance to the Specialist as updates to NMPs are made and new NMPs are developed. The Technicians may provide some of the background work (soil and manure testing, spreader calibrations, etc.) to help ensure NMP value in the eyes of the producer.

Due to the many daily routines on each livestock farm, manure has inherent variability based on type (solid vs liquid), the animal that is producing it, and timing of incorporation after application. A common thought is that there is more variability with solid manures compared to

SE MN Nutrient Management Assistance Workplan

liquid manures. The variability seen in solid manures is based on multiple sources of solid manure often being combined into one source. In addition, the amount and type of bedding being used, variations in storage approach, and the length of time in storage can all lead to variations in nutrient value. The variation in liquid manure sources can be attributed to differences within a pit due to agitation inconsistencies and from application equipment due to variability in the timing of incorporation. In addition, manure is applied essentially year-round in this region, with solid manure being applied from October through May and liquid applications occurring in that same period as well as on harvested alfalfa acres throughout the summer. This application approach makes the nitrogen in the manure more vulnerable to loss due to volatility, adverse weather conditions and a lack of growing vegetation which leads to increased leaching. The Technicians will work with the Specialist to ensure that all manure sources are being accounted for and that there is a keen understanding of manure application strategies and routines on each farm.

One area of concern for livestock producers is tracking or recording of manure applications with a high degree of accuracy. Tools to track applications can run the gamut and may include such things as recording in a calendar or notebook the number of loads applied. Sometimes these records are kept in the spreader tractor, milking parlor, or office. Additional variability in record keeping is compounded when multiple farm employees or family members operate the spreading equipment and use multiple ways of recording applied loads. This leads to reduced confidence in the amount of nitrogen applied on each field which, once again, may lead producers to over apply their commercial N. The Technicians will work to develop easy-to-use record keeping forms that will assist the producer in keeping accurate manure application records. This may include easy-to-read field maps and tables that can be kept in a tractor or centralized location, so all employees have access to make accurate recordings. In addition, the Technicians may provide other tools for producers to improve tracking of nitrogen from not only manure, but other sources like legumes, fertigation, AMS, and MAP or DAP. The Technicians will work with the Specialist to provide these forms based on the needs of each farm.

A key component of accurate nitrogen crediting on livestock farms is the communication that happens between the farm, the agronomist, and/or the fertilizer dealer. A livestock producer may keep impeccable manure application records but if that information isn't relayed to the fertilizer dealer, then over-application of N is sure to occur. It is imperative that the agronomist has a good understanding of the nutrient needs on a farm so a fertilizer prescription can be developed based on those needs. With respect to accurate record keeping based on up-to-date manure sampling and accurate manure applications, the communication of that information is sometimes lost between the farm and the fertilizer dealer. Through this initiative, the Technicians will work to bridge communication gaps between the farm and the agronomist/dealer. This may involve meeting with the producer multiple times a year to ensure a good understanding of the operation and verify that protocols for record keeping are up to date. In addition, the Technicians will introduce themselves to the agronomist and fertilizer dealer while ensuring that the farmer is relaying accurate manure records to the agronomist and dealer. Accurate manure nitrogen crediting cannot occur unless there is good communication between the farm and the fertilizer dealer.

Education and promotion of nitrogen BMPs is an important factor in ensuring that BMPs are being implemented in each Level 2 DWSMA. All Level 2 DWSMAs in SE MN are working through their local advisory teams (LATs) to develop a set of BMPs and AMTs specific to the needs of

SE MN Nutrient Management Assistance Workplan

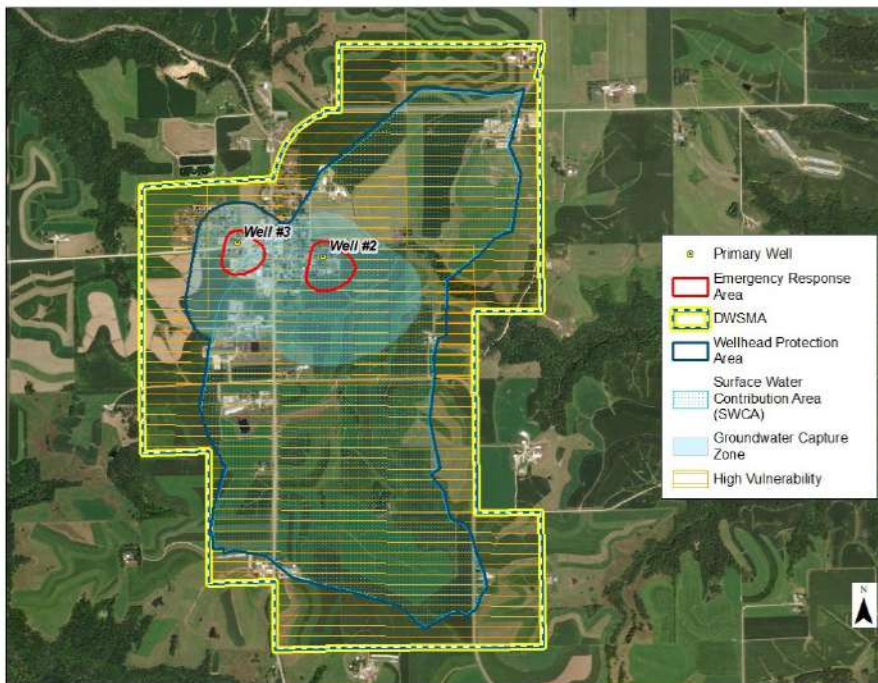
each DWSMA. The LATs are made up of local producers, fertilizer dealers, and agronomists who work in the DWSMA and have a good understanding of farming practices in the area. These LATs take into account localized concerns, agronomic practices, and hydrology when making nitrogen BMP decisions. A common BMP list for a DWSMA may include split application of N on coarse textured soils, following the UMN recommendations for nitrogen application on corn, and tracking of all sources of nitrogen being applied to cropland. While working with producers on NMPs or other tasks, the Technicians may provide education and promotional support for BMP adoption to producers working in each Level 2 DWSMA.

The Technicians will be available to provide assistance in any of the other nutrient management programs offered by the Specialist including NMI or other programs to improve or enhance adoption of practices.

Lastly, the Technicians may act as a resource for information related to technical or financial assistance. When working with producers, the Technicians may be able to point the producer toward assistance for other resource concerns on the farm. Through this initiative, the Technicians may provide direction for producers to pursue technical and/or financial assistance through the local SWCD to implement ecological or structural practices via local, state, or federal programs such as 1W1P, state cost share, or EQIP.

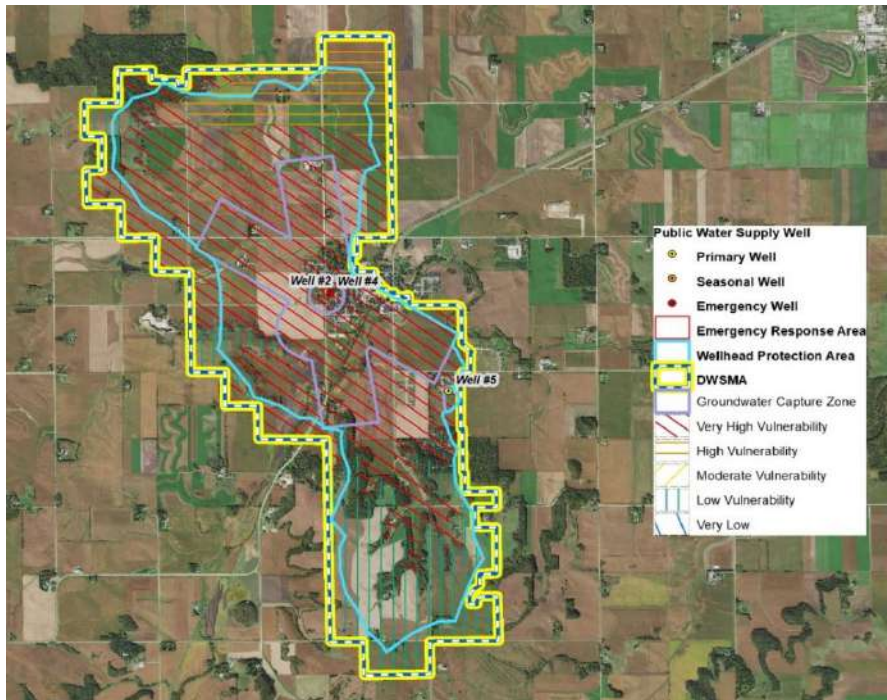
The current primary project work areas include the DWSMAs of Altura, Elgin, and Utica

Altura DWSMA Map

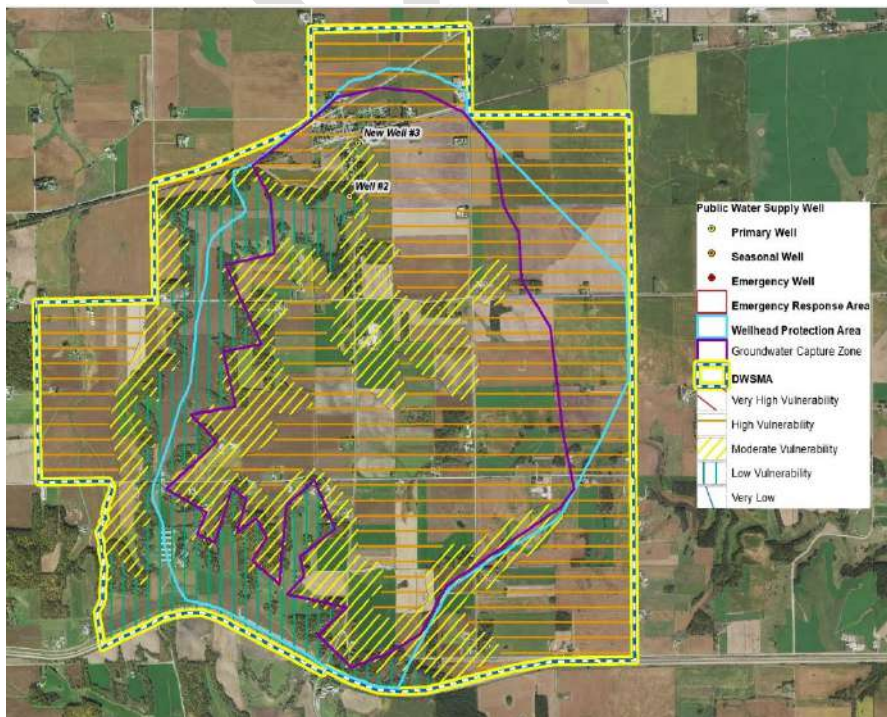


SE MN Nutrient Management Assistance Workplan

Elgin DWSMA Map



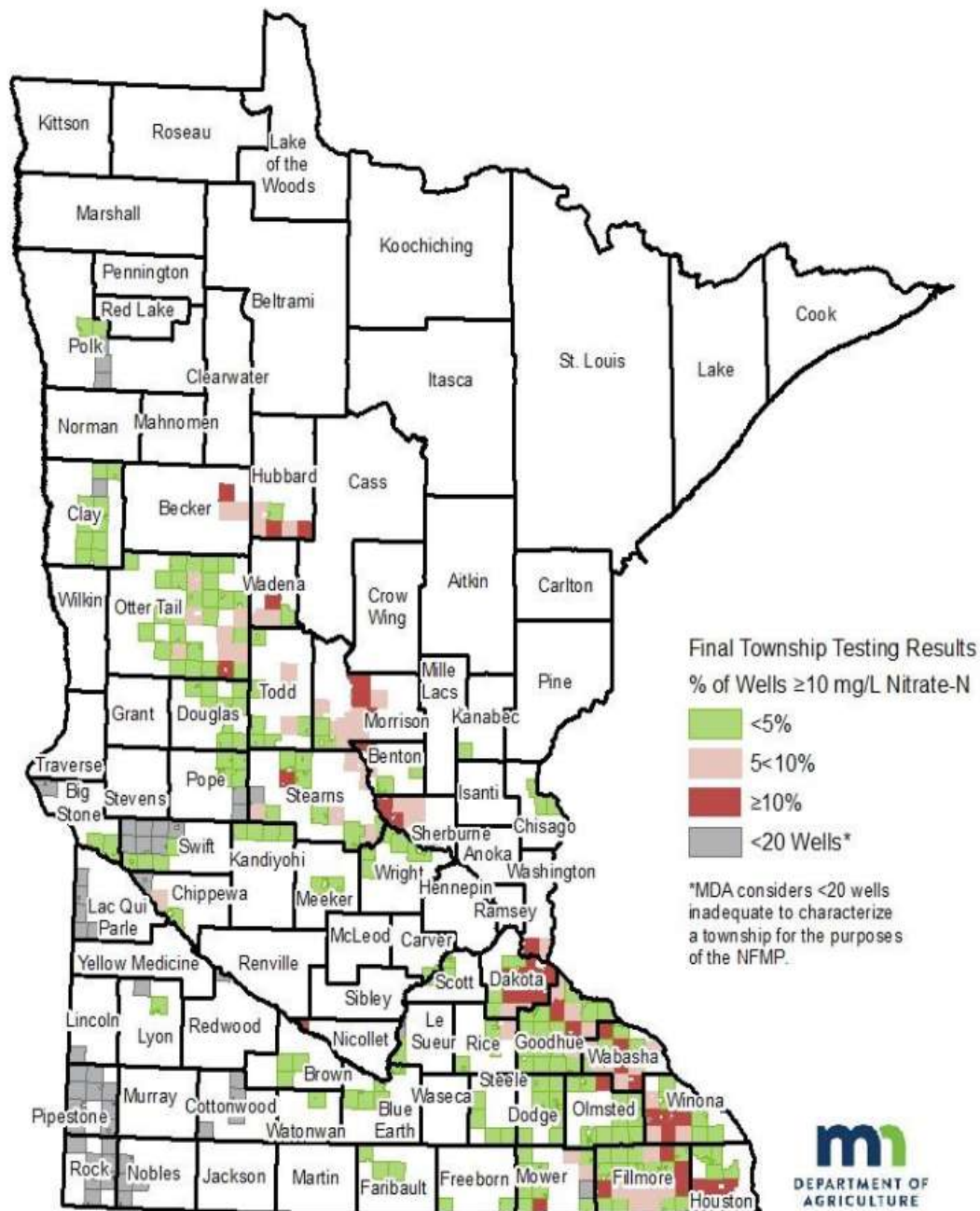
Utica DWSMA Map



SE MN Nutrient Management Assistance Workplan

Secondary project work areas include those townships in Goodhue, Wabasha, Winona, Houston, Fillmore, Olmsted, and Mower Counties where 10% or more of the private wells tested 10 mg/L or more of Nitrate-N in the final round of township testing in 2022.

Final Township Testing Private Well Nitrate Results



SE MN Nutrient Management Assistance Workplan

Partnership Roles

The MDA (State) will develop a Joint Powers Agreement with the Fillmore, Wabasha, and Winona County SWCDs (Governmental Units) to accomplish the deliverables set forth in this work plan.

1. **Fillmore, Wabasha, and Winona SWCD:** Provide contract management and ensure deliverables outlined in this agreement are met. Provide technical/educational resources and forms to producers where needed. The loss of county SWCD staff or failure to provide technical support dedicated to this project does not release the SWCD of responsibility to provide the deliverables herein. Compensation will be results-based and measurable outcomes will be tracked throughout the duration of the project.
2. **Minnesota Department of Agriculture (MDA):** Provide oversight to see that the deliverables outlined in this agreement are met and provide nitrogen application record keeping forms or other MDA sponsored forms and educational materials are available to the Technicians and Specialist as needed. Assist with project coordination when needed.

Project Deliverables

1. Technicians will work in close coordination with the Specialist, arrange meetings with feedlot operators to discuss BMP adoption, schedule on-farm nutrient management assessments, assist with NMP updates or development of plans, and discuss options for improvement, if needed.
2. Technicians will assist 100% of the willing feedlot operators with facilities located in or applying manure within the Level 2 DWSMAs of Altura and Elgin. The technicians will also provide assistance to 50% of the willing feedlot operators doing work in the Utica DWSMA. The Technicians may also work with willing livestock producers in the high nitrate townships located in the following counties: Goodhue, Wabasha, Winona, Houston, Fillmore, Mower, and Olmsted.

The Technicians will:

- a. Use forms to track progress with producers who need assistance to update NMPs, improve nitrogen crediting, or BMP adoption. Such forms shall include, at a minimum: producer information, facility location, type of storage areas, storage capacity (months), manure testing frequency, N content of manure, amount of manure generated/year, method(s) of application, equipment calibration (if not using a certified commercial applicator), crop needs for N, account for all sources of N including legume credits, MAP, DAP applications, etc., and total crop acres.

SE MN Nutrient Management Assistance Workplan

- b. Report quarterly findings of manure management needs and/or relevant conservation needs to local SWCD staff for livestock producers requesting technical and/or financial assistance.
 - c. Submit a quarterly report of work activity to MDA.
3. The Technicians will bridge any communication gaps between the producer and agronomists/fertilizer dealers. Technicians will follow up with agronomists or fertilizer dealers to ensure proper manure and overall N crediting is being utilized for BMP adoption.
4. The Technicians will develop easy-to-use forms or provide MDA - sponsored forms to assist producers in keeping accurate records of manure applications. This may include easy-to-read field maps or tables that can be kept in a tractor or centralized location so all employees have access to make accurate recordings.
5. The Technicians will provide assistance to livestock producers by offering manure sampling and/or manure spreader calibration services. Lab testing fees may be covered under MDA programs and should be a part of the discussion.
6. The Technicians may provide tools or forms for producers to improve tracking of nitrogen from manure and other sources like legumes, fertigation, and MAP or DAP, etc. The Technicians will work with the Specialist to provide these forms based on the needs for each farm. The Technicians may provide MDA-sponsored forms to track nitrogen application, if needed.
7. The Technicians will work with local SWCDs to coordinate nutrient management efforts and investigate opportunities for financial or technical assistance, if needed.
8. The Technicians and/or Specialist will work to Identify and document nutrient management planning and/or BMP adoption barriers and provide flexible solutions to overcome those barriers. Educational materials and other information developed by MDA will be made available for distribution by the Technicians. The number one goal is to support BMP adoption for manure management (manure and legume crediting, and improved manure utilization with 4R stewardship).
9. The Specialist will provide project oversight and technical support to the Technicians throughout the duration of the contract. The Specialist has coordinated with many producers in the project work areas and has developed professional relationships in the way of nutrient management. The Specialist will work to maintain these relationships while working with the Technicians to provide additional technical support through the project deliverables.

SE MN Nutrient Management Assistance Workplan

Separation of Duties

1. **Fillmore SWCD Specialist** – The Specialist will provide oversight and technical support to project Technicians and work with willing livestock producers throughout *all* project areas including the Level 2 DWSMAs of Altura, Elgin, and Utica. The Specialist will also provide technical support to Technicians working in the high nitrate townships located in Goodhue, Wabasha, Winona, Houston, Fillmore, Mower, and Olmsted counties, with a focus on the high nitrate townships in Fillmore and Mower counties as these counties will *not* be served by the project Technicians. The high nitrate townships of Fillmore County include Preble, Norway, Arendahl, and Bloomfield. All together there are twelve non-NPDES feedlot sites located in these townships. There is one high-nitrate township located in Mower County where eight feedlot sites are located.
2. **Wabasha SWCD Technician** – The Technician will work primarily to provide technical support to willing livestock producers doing work in the Elgin DWSMA. A secondary focus area will include working with willing producers in the high nitrate townships of Goodhue and Wabasha counties. The high nitrate townships of Goodhue County include Goodhue and Vasa townships where nineteen feedlots are located. Wabasha County has five townships that are considered high in nitrates. Those townships are Plainview, Oakwood, Hyde Park, West Albany, and Mount Pleasant where ten feedlots are located.
3. **Winona SWCD Technician** - The Technician will work primarily to provide technical support to willing livestock producers doing work in the Altura and Utica DWSMAs. A secondary focus area will include working with willing producers in the high nitrate townships of Winona, Olmsted, and Houston counties. The high nitrate townships of Winona County include St. Charles, Utica, Warren, and Fremont. All tolled there are twenty-five feedlots located in those townships. In Olmsted County there is one township, Farmington, where there are four feedlots. Lastly, Houston County is home to twenty-nine feedlots located in the high nitrate townships of Black Hammer, Caledonia, Mayville, Spring Grove, and Wilmington.

Number of feedlots located within the high nitrate townships of SE MN Counties

County	Goodhue	Wabasha	Winona	Olmsted	Houston	Fillmore	Mower
Feedlots	19	10	25	4	29	13	8

Number of feedlots located within Level 2 DWSMAs of SE MN

DWSMA	Number of feedlots within current DWSMA boundary	County
Elgin	3	Wabasha
Altura	9	Winona
Utica	28	Winona

SE MN Nutrient Management Assistance Workplan

Measurable Outcomes

1. Assist 100% (3) of the livestock producers located in the Elgin DWSMA (**Wabasha Technician**).
2. Assist 100% (9) of the livestock producers located in the Altura DWSMA (**Winona Technician**).
3. Assist 50% (14) of the livestock producers located in the Utica DWSMA (**Winona Technician**).
4. Assist approximately 75% (22) of the livestock producers located in the high nitrate townships of Goodhue and Wabasha counties (**Wabasha Technician**).
5. Assist approximately 50% (29) of the livestock producers located in the high nitrate townships of Winona, Olmsted, and Houston counties (**Winona Technician**).
6. Provide technical oversight in all project areas and assist approximately 50% (10) of the livestock producers located in the high nitrate townships of Fillmore and Mower counties (**Fillmore Specialist**).

Budget

Not to exceed \$152,000 per year for fiscal years 2025 & 2026. Billing will follow BWSR billing rates for each District (Fillmore, Wabasha, and Winona).

Yearly budget

District	Funds	Notes
Fillmore	\$32,000	15-20% FTE for Specialist time to work on NMP development, Technician coordination, etc.
Winona	\$73,000	50% FTE for Technician time to work on manure management, N crediting, agronomist/dealer communication, etc. using current staff.
Wabasha	\$40,000	25% FTE for Technician time to work on manure management, N crediting, agronomist/dealer communication, etc. using new staff.
Grant Admin	\$7,200	Administration costs billed hourly at BWSR Rate (\$2,400 split evenly for each of the three Districts).
Total =	\$152,200	Per year funding



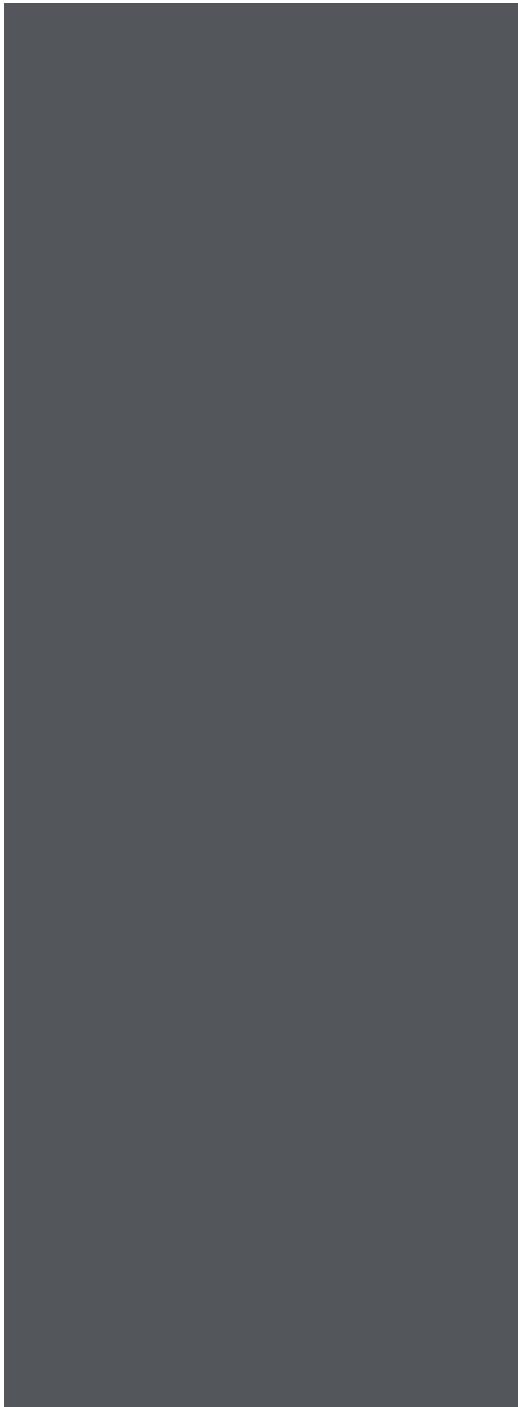
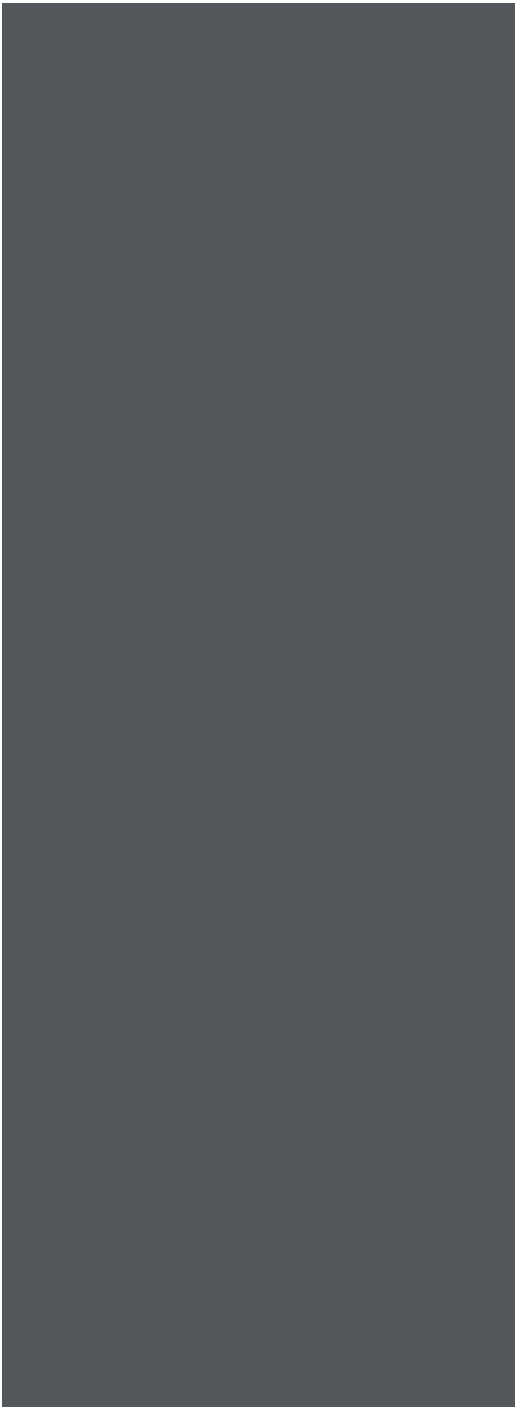
Grant Application

Grant Name - Wabasha SWCD Soil Health/Nutrient Management Technician

Grant ID - C24-0156

Organization - Wabasha SWCD

Allocation	CWF Soil Health Staffing 2024	Grant Contact	Terri Peters
Total Grant Amount Requested	\$450,800.00	County(s)	Goodhue,Houston,Mower,Olmsted,Wabasha,Fillmore,Winona
Grant Match Amount	\$84,500.00	12 Digit HUC(s)	070400010401,070400010402,070400010403,070400010601,070400010602,070400010703,070400010704,070400010705,070400020301,070400020302,070400020306,070400020307,070400020308,070400020309,070400020310,070400020402,070400020403,070400020404,070400020501,070400020502,070400020503,070400020601,070400020603,070400020604,070400020605,070400020701,070400020702,070400020703,070400020801,070400020802,070400020803,070400020901,070400020903,070400020904,070400020905,070400030301,070400030302,070400030303,070400030304,070400030305,070400030306,070400030307,070400030308,070400030309,070400030310,0704



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Wabasha SWCD

Other Amount

Application Submitted Date

02/08/2024

Project Abstract

The Wabasha SWCD will hire a full-time new staff person to work as a Soil Health/Nutrient Management Technician. For 2 years, 0.25 FTE for nutrient management will be supported through the Minnesota Department of Agriculture (MDA) funding and 0.75 through grant funds through CWF Soil Health Staffing 2024 funds. The CWF staffing funds would continue to cover a full FTE for 18 months beyond to the grant expiration. The focus of the workload would be to work with landowners and State and area partners to provide overall soil health services (e.g., nutrient management, cover crop, small grains, crop rotation, perennial cover, pasture and grazing management) and also to help build locally led initiatives. Nutrient management, specifically, would be offered regionally through MDA grant funds and that is supported by Area 7 SWCDs. The services offered address other local and regional needs. There would be a focus on working with MDA's Local Advisory Teams (LATs) in Level 2 DWSMAs and in high nitrate townships identified through township testing in southeast Minnesota through the MDA portion of funding. The current limited technical services available for nutrient management can lead to long wait times for producers and delays to project implementation. Increased funding for soil health practices is known for summer of 2024. Performance Review and Assistance Program (PRAP) found a need for increased staffing to address the implementation identified in regional Comprehensive Watershed Management Plans (CWMPs). State agencies have included nutrient management and soil health practices in their response to an EPA petition and they are seeking local technical assistance to deliver their plan activities. Locally, the SWCD is coordinating with the County on interaction between our services and a feedlot officer position through the County. Discussions are initiated to facilitate collaboration with local commercial fertilizer advisors/retailers and time would be dedicated to building that bridge.

Proposed Measurable Outcomes

Outcomes towards WAGZ CWMP implementation items: ESC-8 (1 outreach event/year) SLH-2 (1 article/digital communication/year) SLH-5 (1 meeting/year soil health messaging and WinLac CWMP Soil Health Action of 2 events per year + practice implementation

Narrative

1. Describe how the proposed staffing creates supplemental capacity in your office, office/partnership to assist landowners in implementing soil health systems and to deliver soil health related programing. Include the proportion of an FTE(s) for which you are requesting funding.

Wabasha SWCD plans to hire a full-time employee (FTE) as a Nutrient Management/Soil Health Technician. The funding requested through this grant would cover 0.75 FTE for 2 years and a full FTE for the remainder of the grant (estimate 18 months). Minnesota Department of Agriculture (MDA) funding for a nutrient management technician is committed to cover 1 biennium for a 0.25 FTE to work with a southeast SWCD/MDA team. There is a need for nutrient management, livestock and feedlot assistance,

grazing management and attention to overall soil health services. Current Wabasha staff have a full workload. While current staff may work on soil health practice implementation alongside new staff, there is increased interest in soil health practices and requests from landowners for information on how to incorporate the practices into their conventional operations. This includes an increasing curiosity about small grains and regenerative agriculture. As part of a work plan between MDA and Wabasha, Winona and Fillmore SWCDs the new staff would be working with a nutrient management specialist at the Fillmore SWCD (to act as a lead) to offer services to landowners in the southeast area. Currently, there are only 2 private nutrient management consultants that have been approved to write comprehensive nutrient management plans funded through NRCS. The nutrient management specialist in Fillmore has been offering planning services to surrounding county landowners. Area staff have noted the need to develop more nutrient management service to address compliance issues and wait times. Further funding is anticipated for soil health and other climate smart practices in 2024 and increasing through watershed-based funding over the next several years. The recent PRAP completed by Houston Engineering for Area 7 found that the area would need to increase staffing in order to meet the projected workload. This staff would help to build that capacity and address new requests from State agencies.

2. How will your proposed position(s) create new, expand existing, or enhance existing partnerships with a common vision of increasing utilization of soil health systems on production lands?

The nutrient management/soil health position created would work holistically towards implementation of a combination of soil health practices that also could include other practices such as cover crops, permanent vegetation, reduced tillage, grazing management. Partnership would be expanded with MDA, MPCA, local coops/retailers, and Wabasha County. It would enhance partnership with Area 7 SWCDs. The technician will participate in the Local Advisory Teams meetings for Level 2 DWSMAs and target outreach in high nitrate townships identified in MDA's township testing. The technician will work to build partnerships and share information on manure management with agronomists who supply commercial fertilizer to ensure that proper credits are taken. Nutrient management services would be offered throughout Area 7 with partnering SWCDs, municipalities, and landowners. Current availability of these services is limited and turnaround time to get planning completed can be lengthy. The BWSR funding would enable the creation of a full-time position to work on other aspects of soil health. Groundwater is the highest priority in the two (2) watershed-based plans that cover Wabasha County. There is increased attention to groundwater protection in the southeast because of an EPA petition and EPA's response to the Minnesota Department of Health (MDH), the Minnesota Pollution Control Agency (MPCA) and MDA with a list of actions to address the issue. These agencies are responding with their plans and the nutrient management technical assistance is one of those items. CWMPs include priority funding for cover crops, perennial vegetation, pasture and grazing management, and outreach and education on soil health practices. This staff position will leverage partnerships to deliver these practices and services to Wabasha County and Area 7.

3. What specific efforts are planned to enhance local understanding and knowledge around utilization of Soil Health Practices and systems?

A goal in hiring would be to seek a candidate with a background and understanding in nutrient management, agronomy, livestock systems and the communication skills to share soil health benefits with local producers. The Wabasha SWCD sees a value in building public/private partnerships to promote nutrient management and soil health practices. The Wabasha SWCD Planning and Outreach technician would work alongside the Nutrient Management/Soil Health Technician on messaging and

communication. There is a good model to follow to use educational tools in field for one-on-one connections with producers. Continual area communication and planning around soil health programs and practices is ongoing and inclusive. The technician in this position will be focused at least 0.25 time on nutrient management. Part of that will include working with MDA's LATs and attending meetings in Level 2 DWSMAs. Follow-up would happen to plan best management practices with landowners. The benefit of being present at these meetings is being able to offer input on practice options, technical services and financial assistance options available in real time. The technician would also be able to assist landowners in manure testing and planning manure application and help to bridge the gaps regarding fertilizer and manure between producers and local fertilizer dealers or agronomists who supply commercial fertilizer. Wabasha SWCD has targeted areas identified for promotion of soil health practices and systems. Priority areas area also identified in approved watershed plans. The technician will actively work with other staff in the District and neighboring districts to engage leaders in the farming community and organize educational outreach and workshop get-togethers to build understanding and knowledge around soil health and nutrient management.

4. What specific efforts will be implemented to increase direct landowner outreach and engagement?

The hired technician will have a presence at Local Advisory Team meetings for Level 2 drinking water supply management areas (DWSMAs). They will follow up with one on one, nutrient management and soil health planning and engage in targeted outreach in vulnerable groundwater areas. The technician will actively facilitate collaboration with local commercial fertilizer businesses and work to share information between landowner and retailers to account for all nitrogen credits to avoid over application and leeching. Wabasha staff are currently engaging the Bear Valley Watershed board to plan for a soil health event. Their local leadership will increase attendance and interest. Initial discussion with them presented the district with questions and potential barriers to adoption. Further collaboration is needed. Soil health and nutrient management practices and programs will be highlighted in the Wabasha SWCD newsletter, the Stream, and also sent to local newspapers. Information on the same would also be posted to the SWCD social media and website. Soil health educational events and field days will be organized and the technician would represent the Wabasha SWCD at other area and State events as appropriate. Targeted social media campaigns for soil health have been taking place through the Watershed Alliance for the Greater Zumbro (WAGZ) through YouTube. Continuation is planned.

5. How will the position demonstrate or acquire sufficient technical expertise (e.g., Job Approval Authority, Technical Service Providers, etc.) to assist landowners in implementing soil health practices?

The new hire will work with the Area Soil Health Specialist, current staff with the SWCD and NRCS, and technical service area staff to build their expertise and Job Approval Authority (JAA) in soil health and nutrient management practices. The current SWCD Conservation Planning and Outreach Technician has good understanding of cover crop implementation and tillage reduction, is able to plan cover crops and present for sign-off to others with JAA. That technician will be work directly with the new hire. The SWCD will seek a candidate with some agronomy background and/or experience that may help to gain their JAA and be helpful with assistance sooner. They will also be working directly with the Nutrient Management Specialist and MDA to gain that planning experience and with the Area Soil Health Specialist. NRCS staff in the Wabasha office also have JAA/experience in soil health practices and there is a good partnership within the office. The goal will be to achieve job approval authority for basic cover crop planning, implementation, and certification and in conservation tillage in 1 year. The technician will work with an area specialist and seek other available training

needed to be able to develop a nutrient management plan and be able to develop a plan acceptable to the Minnesota Pollution Control Agency for manure management, with assistance and oversight, within one year and continue to develop skills to create a comprehensive manure management plan (CNMP) that would be acceptable to NRCS. Further training and development on more diverse cover crop and small grain options, fencing, water lines, and grazing management will be ongoing. JAA may not be fully achieved for those for 3 years or more for advanced practices.

6. Describe the connection this position has with a state approved, locally adopted plan which provides goals for soil health related implementation.

Both the Watershed Alliance for the Greater Zumbro (WAGZ) and the Mississippi River Winona LaCrescent (WinLac) plans identify soil health practices in their implementation plans. Soil health is specifically identified as a priority and it is also tied to groundwater and surface water. The WAGZ 10-year implementation table includes nutrient, fertilizer, and/or manure management plans (100 plans) and specifically suggests engagement of a nutrient management expert as a shared service. (GWQ-5, SLH-1) Increased planting of acres of cover crops/perennial vegetation (2,000 acres) is also identified in that plan. (SLH-1) Ten-year goals also include increased acres of pastureland practices (1,000 acres), conservation tillage practices, 10 outreach events with agri-business and 20 field day events to increase awareness and community capacity to implement best management practices (SLH-2). The WinLac implementation table lists soil health as a primary goal. Actions specifically stated are promotion of perennial crop production and crop rotations that include small grains and promotion of soil health practices through 2 educational and outreach events annually. Actions also include implementing soil health practices (e.g., cover crops, reduced tillage, and nutrient and manure management plans) on a total of 9,100 throughout the watershed over the 10-year plan. Funding is designated in both current work plans. For the nutrient management related work, MDA points to Minnesota's Groundwater Protection Rule that went into effect on June 24, 2019. Farmers in Level 2 DWSMAs participate on the Local Advisory Team (LAT) and help recommend best management practices (BMPs) and alternative management tools (AMTs) that should be used. Once the list is developed, practices are published, and a timeframe to begin implementation is set. Some of the work will focus on developing this list with the LAT.

7. How will you ensure that the added capacity will be used to deliver of soil health related tasks?

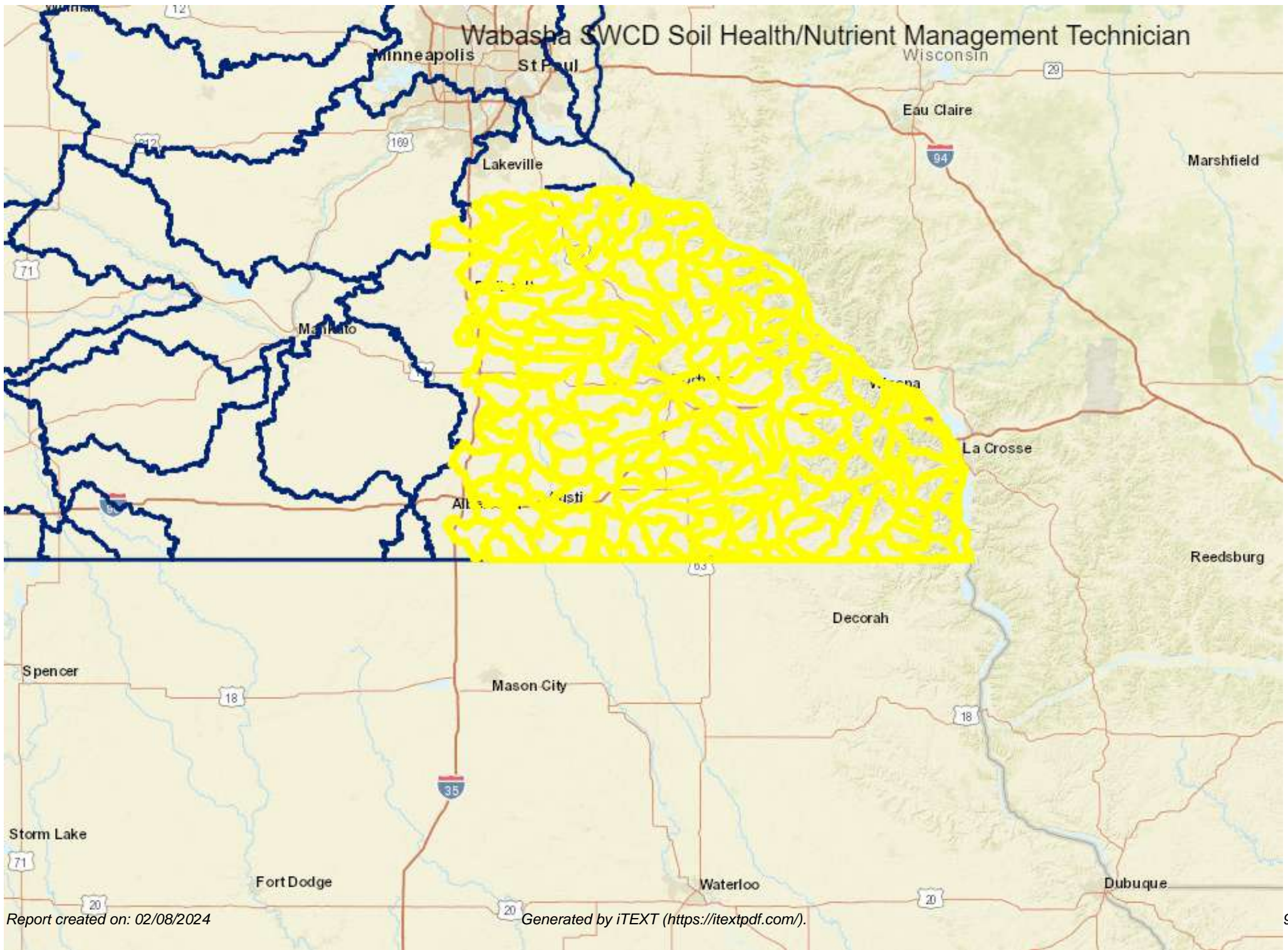
This position description will deliver technical and program assistance for a diverse combination of soil health practices with a focus on nutrient management and livestock related soil health practices. The amount of funding already available and anticipated and the goals in watershed-based plans, pending soil health project funding through BWSR, and requests for assistance from State agencies lend to the need for increased staffing directed at delivering soil health education and services. Wabasha County has a mix of feedlots, livestock, and row crop producers. Some of these practices can take time for planning and outreach and a workload currently exists in the County. The District recognizes that an important piece of accurate nitrogen crediting on livestock farms is communication between the farmer, the agronomist, and the fertilizer dealer. Development of a record keeping and communication process with southeast local and State partners is one of MDAs goals for their funding contribution. This also directly relates to the goal of building the public/private collaboration. Other implementation items with MDA include working in Level 2 DWSMAs to provide nutrient management services and incorporating soil health practices to reduce nitrate leaching and runoff. MDA, MPCA, and MDH are requesting input from SWCDs and asking what services they can provide to help. Primary practices to address the resource concerns for this are soil health practices. Wabasha SWCD staff are currently cooperating with neighboring districts to plan 2 soil health educational events for 2024. The person hired for this position would be part of moving those events forward. This staff

person will also be connected to other districts to both work with other experienced local staff and to be available to offer nutrient management services in other counties. The work load exists to be continuously engaged in soil health related activity.

Application Budget

Activity Name	Activity Description	Category	State Grant \$ Requested	Activity Lifespan (yrs)
Administration and Coordination	District Administrative time to hire, supervise and manage grant staff and the program.	Administration/Coordination	\$8,500.00	3
Nutrient Management/Soil Health Technician	Funding that will be combined with \$80,000 for 2 years from MDA to form a full-time nutrient management/soil health technician and plan for increased costs over 3.5 years using BWSR billable rate	Technical/Engineering Assistance	\$432,300.00	4
Project Start Up	Costs related to onboarding new employee - may include, but not limited to, computer and technology, office supplies, furniture.	Supplies/Equipment	\$10,000.00	4

Wabasha SWCD Soil Health/Nutrient Management Technician



2024 Wabasha County Well Inventory

Organization Contact Information

Organization's Legal Name: Wabasha Soil & Water Conservation District

Contact Name and Title: Terri Peters, District Manager

Mailing Address: 611 Broadway Ave., Suite 10, Wabasha, MN 55981

Phone: (651) 565-4673 *Email:* terri.peters@mn.nacdnet.net

Website: <https://wabashaswcd.com/>

Organizational Capacity

Who will work on this project and what is their training and expertise?

Wabasha Soil and Water Conservation District (SWCD) will act as the lead grant administrator/coordinator for this project proposal. The Wabasha SWCD District Manager and Water Planner, Terri Peters, will serve as the lead staff contact. Katelyn Abts, Natural Resources Technician, of the Wabasha SWCD will do the inventory, mapping and documentation. Jenna Rasmusson, Conservation Planning and Outreach Technician at the Wabasha SWCD, will assist with creation and sharing of outreach materials. Peters is currently managing a 2022 Accelerated Implementation Grant for Safe Drinking Water in Southeast Minnesota and is overall engaged with addressing groundwater issues with local, regional and State partners. Abts has been organizing Wabasha County participation in the Minnesota Department of Agriculture's (MDA's) Southeast Minnesota Volunteer Nitrate Monitoring Network (VNMN) program since August of 2023. Rasmusson puts together the Wabasha SWCD bi-monthly newsletter and creates much of the media and outreach materials released by Wabasha SWCD. Their efforts have filled 19 of 50 active volunteer nodes for the VNMN since August. They will continue to attempt to fill all 64 nodes. Abts has worked with the new volunteers to record their well information and map locations. Her efficient management will be valuable in conducting a well inventory in Wabasha County.

What entities will collaborate on this project?

While this effort will be focused on an inventory for Wabasha County, there are regional efforts recognizing the need for a complete well inventory that may include abandoned and pre-code wells. Wabasha will use information on processes used by Olmsted County/SWCD to complete their well inventory. Winona County has started conducting an inventory using past aerial imagery to identify locations of potential abandoned wells and Wabasha will work with Winona SWCD staff to learn and use their process for that effort. The Minnesota Pollution Control Agency (MPCA) is participating and funding continuation of that inventory effort for contribution WinLac (Mississippi River Winona/LaCrescent) Partnership 1W1P Comprehensive Watershed Plan implementation. Well inventory is also identified as a priority in the Watershed Alliance for the Greater Zumbro Plan. The Wabasha County inventory would serve to meet implementation goals for each. Additionally, an Environmental Protection Agency (EPA) letter to Minnesota State Agencies in response to a petition directs for identification of impacted residences and well inventory is project identified in Phase II of the work plan submitted by Minnesota State agencies in response to EPA. Continued coordination will happen between all counties in southeast Minnesota that are identified in that petition and MDH, MDA and MPCA.

What is your organization's experience and capacity to work with other entities to achieve the goals of this project?

All local government units of SWCDs and counties in southeast Minnesota are working together to manage groundwater and safe drinking water priorities in accordance with Watershed Comprehensive Watershed Management Plans that have been set forth as a result of cooperation between these entities, state agencies, advisory groups and public participation.

The Counties in this partnership have experience cooperating across political boundaries as former members of the nine-County SE Minnesota Water Resources Board which provided regional support, funding, and assistance to improve and protect water resources through coordination of regional water planning efforts from 1983- 2019. The Joint Powers Board shared regionalized staff and financial resources which lead to increased efficiency in addressing the shared watersheds in our sensitive karst geology region. Collaborative projects which started with the Water Resources Board and continue today include the Volunteer Nitrate Monitoring Network Program, the SE Drinking Water Protection Grant, the SE MN Well Sealing Program, and the Small Feedlot Fix grant which all function together to support local government efforts to implement nitrate and bacteria reduction work with a goal of protecting drinking water resources for our

Workplan & Proposal

region. The Counties and SWCDs continue to collaborate on a regional level with the Basin Alliance for the Lower Mississippi in Minnesota (BALMM) which creates a unified voice and on-going coordination of local, state, tribal and federal agencies to plan and implement water quality initiatives.

More recently, the 8 counties identified in the EPA petition previously mentioned have been working cooperatively with multiple state agencies for planning solid implementation in response to EPA's response to the State agencies (MDH, MDA, and MPCA). Olmsted County SWCD maintains data on private wells for the regions. We intend to work with a process they have in place and add data into a regional system to be also shared with MDH.

Work Plan

*Which grant are you applying for: **Groundwater Protection Initiative (2024) Accelerated Implementation Grant***

Describe your proposed capacity building project and the groundwater and/or drinking water concerns to be addressed.

Historic regional groundwater monitoring networks and recent MN Department of Agriculture (MDA) township testing program results have increased the common understanding for local government units of the nitrate contamination issue for private well owners in the karst region, however, much work is left to do to inform the public and private well owners. Groundwater and Drinking Water Protection have risen to the top of priorities in nearly every comprehensive watershed management plan developed in the SE region based on concern from local units of government, state agency recommendations, and concern from the public and other stakeholder groups. Well inventory is identified as one of the goals. Identifying potentially unsealed and pre-code well construction is a good starting point that may contribute to solutions to offer well sealing and well mitigation services. The inventory process and education provided throughout, may identify degraded wells for mitigation purposes.

What outcomes will be achieved as a result of the proposed actions?

- 1) Provide private well owners information and education on the importance of having their well added to an inventory and locating abandoned wells for well-sealing opportunities.
- 2) Identify all current private wells supplying drinking water for a home.
- 3) Update MWI with well locations and status and any well information.
- 4) Identify unused wells on a property that need to be sealed or degraded/improperly constructed wells for mitigation.

How will you ensure the proposed actions result in future implementation activities or sustained groundwater protection?

We will measure the success of this project by evaluating:

- 1) Creation of a GIS layer that identifies potential location of all private water supplies that are likely currently in use and potential locations of abandoned wells based on past imagery.
- 2) The number locations of well confirmed through phone or in-person confirmation to locate wells.
- 3) The number of confirmed wells on a property that are assigned a Minnesota Geological Survey billion series unique number.
- 4) The number of private well owners reached through regional education and outreach campaign.

List the state approved plan(s) and cite the measures and/or actions that identify the need for groundwater protection and restoration.

Comprehensive Watershed Management Plan: 2022-2031 Prepared for the Watershed Alliance for the Greater Zumbro

- 1) Pg. 3-9 – Groundwater/Drinking Water Contamination is a level 1 priority issue as determined by a public prioritization process.
- 2) Table 5-2
 - a. A long-term goal for addressing groundwater contamination is to “understand and minimize the environmental and public health risks from emerging contaminants in groundwater.” Testing of contaminants will still be available through this grant for use when needed to verify or confirm contamination.

- b. A long-term goal is to “reduce risk to public health through appropriate well management and maintenance.” Educational materials developed for regional use will be reproduced and used. Well management is a main component. Reducing the risk to public health will be directly addressed by making County residents aware of the

Comprehensive Watershed Management Plan: 2023-2033 Prepared for the Mississippi River Wnona/La Crescent

1) Pg. 4-(1-5) – Groundwater Contamination and Nitrates is identified as a priority issue as determined by a public prioritization process.

- a. Actions to address unsealed and poorly constructed wells include:
- i. Sealing abandoned or unused wells
 - ii. Inventory of abandoned wells throughout the watershed
 - iii. Education regarding well construction and maintenance
 - iv. Treatment systems and new well assistance

Timeline, Major Tasks, Deliverables, and Deadlines for the Project

Grant Chart

Project title: Safe Drinking Water in SE MN - Phase 2

Objective 1: Improve Public Knowledge of well location and potential of abandoned wells on their property.			
		Start Date	End Date
Task A	Compile education of private well management and maintenance. Include information on identifying unused/unsealed wells and the importance of sealing them. This is to be shared as needed in the outreach process for inventory	7/1/2024	8/31/2024
Task B	On-site visits to provide information as needed and ongoing through project.	8/1/2024	5/31/2026
Task C	Develop and release news articles and information on the inventory process and progress, and requests for participation through Wabasha SWCD Stream (newsletter), website and social media	7/1/2024	06/30/2026
Task D	Outreach staff time assistance to produce and release media content through watershed based or local funding sources.	7/1/2024	05/31/2026
Objective 2: Well Inventory			
		Start Date	End Date
Task A	Identify data to be collected as part of an inventory process using available regional resources.	7/1/2024	8/31/2024
Task B	Identify potential unsealed well locations by comparing historic and current aerial imagery.	8/1/2024	05/31/2026

Task C	Confirm well locations through phone or in-person confirmation to locate wells.	8/1/2024	4/30/2026
Task D	Collect well information from landowners through phone or email interactions and get GIS location through on-site visits.	8/1/2024	5/31/2026
Objective 3: Private Well Database and Mapping			
		Start Date	End Date
Task A	Work with partners to identify regional existing mapping/database system that could be shared	7/1/2024	7/31/2024
Task B	Contribute Wabasha County private well information to regional database and GIS mapping system	7/1/2024	06/30/2026
Objective 4: Grant Administration and Reporting			
		Start Date	End Date
Task A	Submit progress reports	Quarterly	
Task B	Submit final report		6/30/2026
Task C	Maintain financial records	7/1/2024	6/30/2026

Budget See Attachment A for itemized projection of costs for each task/deliverable including in-kind funding to accomplish the goals of this grant program.

Attachment A. Wabasha County Well Inventory					
Activity Name	Category	Source Type	Description	Budgeted	Match/In-Kind
Objective 1. Improve Public Knowledge of well location and potential of abandoned wells on their property.	Education/Information		Provide private well owners information and education on the importance of having their well added to an inventory and locating abandoned wells for well-sealing opportunities.	\$10,000.00	
Task A-D	Outreach/Facilitation and coordination	Grant	Includes time and expenses to create or compile, and distribute educational materials to inform the public on importance of identifying the location of wells on their property and adding that to the MDH mapped inventory. Instruction on identifying abandoned wells would also be shared. The materials created/compiled would be shared in the Wabasha SWCD newsletter, via social media and at door to door visits.	\$10,000.00	N
Task A-D	Outreach/Facilitation and coordination	Match	Outreach staff time assistance to produce and release media content through watershed based or local funding sources.	\$5,000.00	Y
Objective 2. Well Inventory	Technical Assistance - staff time		Collect Private Well Data and Map well locations via GIS mapping	\$18,000.00	
Task A-D	Well Inventory Process	Grant	Confirm well locations through phone or in-person confirmation to locate wells.	\$18,000.00	N
Objective 3. Private Well Database and Mapping	Technical Assistance staff time		Creation of a GIS layer that identifies potential location of all private water supplies that are likely currently in use and potential locations of abandoned wells based on past imagery.	\$19,000.00	N
Task A-B		Grant	Identify regional mapping/database system and contribute Wabasha County information collected through the inventory process.	\$19,000.00	N
Objective 4. Grant Administration and Reporting	Administration / Coordination		Grant administration and reporting	\$3,000.00	
Task A-C	Administration and Coordination	Grant	Track grant time and expenditures, submit progress reports, submit final reports, maintain financial records.	\$3,000.00	N
			Total Grant	\$50,000.00	

Groundwater Protection Initiative Accelerated Implementation Grant Application

Organization's Legal Name: _____

Contact Name and Title: _____

Phone No.: _____

E-mail address: _____

Mailing Address: _____

Federal Tax ID #: _____

Person Authorized to Sign Grant Agreement on Behalf of the Organization:

Name: _____ Title: _____

The project narrative and work plan describe your organization and details of what you intend to accomplish through the grant program. Successful grant applications will be **no more than four pages long (excluding timeline and budget) and will include the following information.**

Applicants must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work contemplated by the RFP.

Organizational Capacity

(Use separate sheet) Please see separate sheet.

Who will work on this project and what is their training and expertise?

What entities will collaborate on this project?

What is your organization's experience and capacity to work with other entities to achieve the goals of this project?

Work Plan

(Use separate sheet) Please see separate sheet.

Describe your proposed capacity building project and the groundwater and/or drinking water concerns to be addressed.

What outcomes will be achieved as a result of the proposed actions?

How will you ensure the proposed actions result in future implementation activities and/or sustained groundwater protection?



Applicant Conflict of Interest Disclosure

The purpose of this form is to provide grant applicants a mechanism to disclose any actual, perceived or potential individual or organizational conflicts of interest that exist, as required by [Minn. Stat. § 16B.98](#), subd 2-3; Minnesota Office of Grants Management (OGM) [Policy 08-01, "Conflict of Interest Policy for State Grant-Making"](#); and federal regulation [2 Code of Federal Regulation \(CFR\) § 200.112, "Conflict of Interest."](#) It is helpful if the applicant explains the reason for the conflict, but it is not required.

A disclosure will not automatically result in removal of the applicant, or grant application, from the review process.

Instructions

Read the descriptions below, mark the appropriate box(es) that pertain to you and your organization as it relates to this specific Request for Proposal (RFP), obtain applicant signature (applicant to determine appropriate signer).

Conflicts of Interest

Conflicts of interest may be actual, potential, or perceived. An actual conflict of interest occurs when a person uses or attempts to use their official position to secure benefits, privileges, exemptions or advantages for self, relatives, or organization with which the person is associated which are different from those available to the general public ([Minn. Stat. § 43A.38](#), subd. 5). A potential conflict of interest may exist if an applicant has relationships, affiliations, or other interests that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. A perceived conflict of interest is any situation in which a reasonable person would conclude that conflicting duties or loyalties exists. A conflict of interest may exist even if no unethical, improper or illegal act results from it.

The Minnesota Department of Health (MDH) recognizes that applicants must maintain relationships with other public and private sector entities in order to continue as a viable organization. MDH will take this into account as it evaluates the appropriateness of proposed measures to mitigate actual, potential, and perceived conflicts of interest. It is not MDH's intent to disqualify applicants based merely on the existence of a relationships with another entity, but rather only when such relationships cause a conflict that cannot be mitigated. Nevertheless, MDH and its partners must follow federal regulation and statutory guidance on conflicts of interest.

I. Organizational Conflict of Interest:

An **organizational conflict** of interest exists when, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice, or a person's objectivity in performing the grant work is or might be otherwise impaired, or a person has an unfair competitive advantage.

An example of organizational conflict of interest includes, but is not limited to:

- Unequal Access to Information. Access to information that is classified as nonpublic data or is otherwise unavailable to the public could provide a vendor a competitive advantage in a later competition for another grant. For example, a nonprofit entity, in the course of conducting grant work for the State, may be given access to information that is not available to the public such as government plans, opinions, interpretations or positions. This nonprofit entity cannot use this information to its advantage in securing a subsequent grant, and measures must be put into place to assure this. Such an advantage could be perceived as unfair by a competing vendor who is not given similar access to the relevant information.

II. Individual Conflict of Interest:

An **individual conflict** of interest occurs when any of the following conditions is present:

- a. An applicant, or any of its employees, uses their position to obtain special advantage, benefit, or access to MDH's time, services, facilities, equipment, supplies, prestige, or influence.
- b. An applicant, or any of its employees, receives or accepts money, or anything else of value, from another state grantee or grant applicant with respect to the specific project covered by this RFP/project.
- c. An applicant, or any of its employees, has equity or a financial interest in, or partial or whole ownership of, a competing grant applicant organization.
- d. An applicant, or any of its employees, is an employee of MDH or is a relative of an employee of MDH.

Examples of individual conflict of interest include, but are not limited to:

- An individual owns Entity C and also sits on the board of Entity D, and both entities are applying to the same RFP.
- An employee or volunteer of the applicant has previously worked with MDH to create the "ground rules" for this solicitation by performing work such as, but not limited to: writing this RFP, preparing evaluation criteria, or evaluation guides for this RFP.
- An employee or volunteer of the applicant is compensated for serving on the board of a non-profit that may benefit from this work.

Instances in which an individual or applicant worked in a volunteer capacity with MDH should be evaluated on a case-by-case basis. Volunteer status has the potential to, but does not necessarily create a conflict of interest, depending on the nature of the relationship between the two parties. Volunteer is defined as "[a]n individual who performs hours of service for a public agency for civic, charitable, or humanitarian reasons, without promise, expectation or receipt of compensation for services rendered, is considered to be a volunteer during such hours" ([29 CFR § 553.101\(a\)](#)).

Certification and signature required on next page.

III. Certification:

Applicant Name: _____

RFP Title: _____

MDH Grant Program Name: _____

*(Ex: Family Planning Grant)***Select ONE of the following responses below:**

1. ☐ To the best of Applicant's knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to individual or organizational conflicts of interest.
2. ☐ Applicant, or employees of applicant, have an actual, potential, or perceived conflict(s) of interest which are listed below.

To the best of your knowledge, write the names of entities/individuals with which you have an actual, potential, or perceived conflict:

Name of entity/individual: _____

Relationship (e.g., Volunteer, Employee, Contractor, Family Relation): _____

Description of conflict (optional): _____

Add additional names on separate sheet as necessary.*By signing in the space provided below, Applicant certifies the following:**

- If a conflict of interest is discovered at any time after submission of this form, Applicant will immediately provide full disclosure in writing to MDH. If a conflict of interest is determined to exist, MDH may, at its discretion, take action.
- Applicant will obtain, and keep record of, conflict of interest disclosure forms from any subgrantees or subcontractors and keep them on file.

Applicant's Signature

Printed Name: _____

Title: _____

Signature: _____

Date: _____

**This form is required from every grant applicant.
Please include this form with your RFP application materials.**

(This form is considered public data under [Minn. Stat. § 13.599](#))

MDH Program Use Only

This section to be completed by appropriate Grant Program Staff.

- ☐ Applicant has no conflict(s) of interest.
- ☐ Applicant has disclosed conflict(s) of interest and appropriate MDH Program staff have reviewed the conflict(s) in accordance with [ST510.01](#). MDH Program has determined the conflict(s) can be mitigated in the following way(s):

Describe how conflict(s) will be eliminated. Example: *Applicant's application will not be reviewed by External Partners with which they have a conflict.*
- ☐ Applicant has disclosed conflict(s) of interest and appropriate MDH Program staff have reviewed the conflict(s) in accordance with ST510.01. MDH Program has determined the conflict(s) cannot be mitigated. As such Applicant will not move forward in the RFP/grant process. MDH will communicate back to the Applicant and keep documentation of communication in RFP/grant files.

I certify that the conflict(s) has/have been discussed with this Applicant and the actions above have been taken.

MDH Program's Signature

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Resources

- [Minn. Stat. § 16B.98 \(https://www.revisor.mn.gov/statutes/?id=16B.98\)](https://www.revisor.mn.gov/statutes/?id=16B.98), subd 2-3
- <https://mn.gov/admin/government/grants/policies-statutes-forms/>
- [2 Code of Federal Regulation \(CFR\) § 200.112, "Conflict of Interest" \(https://www.ecfr.gov/cgi-bin/text-idx?SID=576da87cebd5b7ac75e212d4c64aa93d&mc=true&node=se2.1.200_1112&rgn=div8\)](https://www.ecfr.gov/cgi-bin/text-idx?SID=576da87cebd5b7ac75e212d4c64aa93d&mc=true&node=se2.1.200_1112&rgn=div8)
- [Minn. Stat. § 43A.38 \(https://www.revisor.mn.gov/statutes/cite/43A.38\)](https://www.revisor.mn.gov/statutes/cite/43A.38), subd. 5
- [29 CFR § 553.101\(a\) \(https://www.ecfr.gov/current/title-29/subtitle-B/chapter-V/subchapter-A/part-553/subpart-B/section-553.101\)](https://www.ecfr.gov/current/title-29/subtitle-B/chapter-V/subchapter-A/part-553/subpart-B/section-553.101)
- [Minn. Stat. § 13.599 \(https://www.revisor.mn.gov/statutes/cite/13.599\)](https://www.revisor.mn.gov/statutes/cite/13.599)

GROUNDWATER PROTECTION INITIATIVE ACCELERATED IMPLEMENTATION
GRANT APPLICATION

List the state approved plan(s) and cite the measures and/or actions that identify the need for groundwater protection and restoration.

Submit a timeline showing the major tasks, deliverables, and deadlines for the project.
(Use separate sheet)

Tasks	Deliverables	Deadline

Budget and Budget Justification

(Use separate sheet)

Your budget must include the following:

- Itemized projection of costs for each task and deliverable.
- Description of any other funding (including in-kind) that is directed toward accomplishing the same or similar goals as the goals of this grant program.
- Clear identification of the total amount of grant funding requested.

Certification: I certify that the information herein is true and accurate to the best of my knowledge, and I submit this application on behalf of the applicant organization.

Signature: _____ Title: _____ Date: _____

NOTE: If you are awarded a grant, NO work should begin until all required signatures have been obtained on the grant agreement and grantee receives a signed copy of the grant agreement.

Applications are to be submitted to: health.drinkingwater@state.mn.us.

Carrie Raber
Principal Planner
Source Water Protection Unit, Environmental Health Division
Minnesota Department of Health
carrie.raber@state.mn.us

Minnesota Department of Health | Drinking Water Protection Section | 625 Robert Street North | PO Box 64975
St. Paul, MN 55164-0975 | 651-201-4700 | www.health.state.mn.us

March 2024

To obtain this information in a different format, call: 651-201-4700.

Due Diligence Review Form

The Minnesota Department of Health (MDH) conducts pre-award assessments of all grant recipients prior to award of funds in accordance with federal, state and agency policies. **The Due Diligence Review is an important part of this assessment.**

These reviews allow MDH to better understand the capacity of applicants and identify opportunities for technical assistance to those that receive grant funds.

Organization	Information
Organization Name:	
Organization Address:	
If the organization has an Employer Identification Number (EIN), please provide EIN here:	
If the organization has done business under any other name(s) in the past five years, please list here:	
If the organization has received grant(s) from MDH within the past five years, please list here:	

Section 1: To be completed by all organization types

Section 1: Organization Structure	Points
1. How many years has your organization been in existence? <input type="checkbox"/> Less than 5 years (5 points) <input type="checkbox"/> 5 or more years (0 points)	
2. How many paid employees does your organization have (part-time and full-time)? <input type="checkbox"/> 1 (5 points) <input type="checkbox"/> 2-4 (2 points) <input type="checkbox"/> 5 or more (0 points)	
3. Does your organization have a paid bookkeeper? <input type="checkbox"/> No (3 points) <input type="checkbox"/> Yes, an internal staff member (0 points) <input type="checkbox"/> Yes, a contracted third party (0 points)	
SECTION 1 POINT TOTAL	

DUE DILIGENCE REVIEW FORM

Section 2: To be completed by all organization types

Section 2: Systems and Oversight	Points
<p>4. Does your organization have internal controls in place that require approval before funds can be expended?</p> <p><input type="checkbox"/> No (6 points)</p> <p><input type="checkbox"/> Yes (0 points)</p>	
<p>5. Does your organization have written policies and procedures for the following processes?</p> <ul style="list-style-type: none"> • Accounting • Purchasing • Payroll <p><input type="checkbox"/> No (3 points)</p> <p><input type="checkbox"/> Yes, for one or two of the processes listed, but not all (2 points)</p> <p><input type="checkbox"/> Yes, for all of the processes listed (0 points)</p>	
<p>6. Is your organization's accounting system new within the past twelve months?</p> <p><input type="checkbox"/> No (0 points)</p> <p><input type="checkbox"/> Yes (1 point)</p>	
<p>7. Can your organization's accounting system identify and track grant program-related income and expense separate from all other income and expense?</p> <p><input type="checkbox"/> No (3 points)</p> <p><input type="checkbox"/> Yes (0 points)</p>	
<p>8. Does your organization track the time of employees who receive funding from multiple sources?</p> <p><input type="checkbox"/> No (1 point)</p> <p><input type="checkbox"/> Yes (0 points)</p>	
SECTION 2 POINT TOTAL	

DUE DILIGENCE REVIEW FORM

Section 3: To be completed by all organization types

Section 3: Financial Health	Points
<p>9. If required, has your organization had an audit conducted by an independent Certified Public Accountant (CPA) within the past twelve months?</p> <p><input type="checkbox"/> Not Applicable (N/A) (0 points) – if N/A, skip to question 10</p> <p><input type="checkbox"/> No (5 points) - if no, skip to question 10</p> <p><input type="checkbox"/> Yes (0 points) - if yes, answer question 9A</p>	
<p>9A. Are there any unresolved findings or exceptions?</p> <p><input type="checkbox"/> No (0 points)</p> <p><input type="checkbox"/> Yes (1 point) – if yes, attach a copy of the management letter and a written explanation to include the finding(s) and why they are unresolved.</p>	
<p>10. Have there been any instances of misuse or fraud in the past three years?</p> <p><input type="checkbox"/> No (0 points)</p> <p><input type="checkbox"/> Yes (5 points) – if yes, attach a written explanation of the issue(s), how they were resolved and what safeguards are now in place.</p>	
<p>11. Are there any current or pending lawsuits against the organization?</p> <p><input type="checkbox"/> No (0 points) – If no, skip to question 12</p> <p><input type="checkbox"/> Yes (3 points) – If yes, answer question 11A</p>	
<p>11A. Could there be an impact on the organization's financial status or stability?</p> <p><input type="checkbox"/> No (0 points) – if no, attach a written explanation of the lawsuit(s), and why they would not impact the organization's financial status or stability.</p> <p><input type="checkbox"/> Yes (3 points) – if yes, attach a written explanation of the lawsuit(s), and how they might impact the organization's financial status or stability.</p>	
<p>12. From how many different funding sources does total revenue come from?</p> <p><input type="checkbox"/> 1-2 (4 points)</p> <p><input type="checkbox"/> 3-5 (2 points)</p> <p><input type="checkbox"/> 6+ (0 points)</p>	
SECTION 3 POINT TOTAL	

DUE DILIGENCE REVIEW FORM

Section 4: To be completed by nonprofit organizations with potential to receive award over \$25,000 (excluding formula grants)

Office of Grants Management Policy 08-06 requires state agencies to assess a recent financial statement from nonprofit organizations before awarding a grant of over \$25,000 (excluding formula grants).

Section 4: Nonprofit Financial Review	Points
<p>13. Does your nonprofit have tax-exempt status from the IRS?</p> <p><input type="checkbox"/> No - If no, go to question 14</p> <p><input type="checkbox"/> Yes - If yes, answer question 13A</p>	Unscored
<p>13A. What is your nonprofit's IRS designation?</p> <p><input type="checkbox"/> 501(c)3</p> <p><input type="checkbox"/> Other, please list:</p>	Unscored
<p>14. What was your nonprofit's total revenue (income, including grant funds) in the most recent twelve-month accounting period?</p> <p>Enter total revenue here:</p>	Unscored
<p>15. What financial documentation will you be attaching to this form?</p> <p><input type="checkbox"/> If your answer to question 14 is less than \$50,000, then attach your most recent Board-approved financial statement</p> <p><input type="checkbox"/> If your answer to question 14 is \$50,000 - \$750,000, then attach your most recent IRS form 990</p> <p><input type="checkbox"/> If your answer to question 14 is more than \$750,000, then attach your most recent certified financial audit</p>	Unscored

Signature

I certify that the information provided is true, complete and current to the best of my knowledge.

Signature _____

Name & title _____

Phone number _____

Email address _____

MDH Staff Use Only

Section 4A: Nonprofit Financial Review Summary

Complete Section 4A for nonprofit organizations with the potential to receive an award over \$25,000 (with the exception of formula grants). Skip Section 4A and move to Section 5 for all other grantee types.

1. Were there significant operating and/or unrestricted net asset deficits?
 - ☐ Yes – if yes, answer questions 3 and 4
 - ☐ No – if no, skip questions 3 and 4 and answer questions 5 and 6
2. Were there any other concerns about the nonprofit organization's financial stability?
 - ☐ Yes – if yes, answer questions 3 and 4
 - ☐ No – if no, skip questions 3 and 4 and answer questions 5 and 6
3. Please describe the deficit(s) and/or other concerns about the nonprofit organization's financial stability:
4. Please describe how the grant applicant organization addressed deficit(s) and/or other concerns about the nonprofit organization's financial stability:
5. Granting Decision:
6. Rationale for grant decision:

Section 5: Total Points

Section 1	+	Section 2	+	Section 3	=	Total Points
	+		+		=	

Section 6: Program Information

MDH Grant Program	Information
Applicant Project Name	
MDH Grant Program Name	
Division/Section	
Date Nonprofit Review Completed	
Review conducted by	

Minnesota Department of Health
Revised 2024.

To obtain this information in a different format, call: 651-201-3584.

Groundwater Protection Initiative – Accelerated Implementation Grant Invoice

Grantee Information

Organization name _____

Address _____

Contact person _____

Phone number _____ Email _____

Reimbursement Description: “Activities for Quarter __, 20XX”

Expenditure Description

Use an additional page if necessary.

Activity Description	Personnel	Hours	Rate	Cost
Invoice total				

Disclaimer and signature: I declare that no part of this claim has been previously billed to MDH, and that the Total Expenditures reflect only charges related to the source water protection project. I also declare that the data on this document is correct and all transactions that support this claim were made in accordance with all applicable Federal and State statutes and regulations.

Authorized grantee signature _____ Date _____

For Minnesota Department of Health Use Only

Grantee manager signature _____ Date _____

PO _____ Approved by _____

Period of service _____ Date sent to F.M. _____

Minnesota Department of Health | Drinking Water Protection Section | 651-201-4696 | www.health.state.mn.us

March 2024 | To obtain this information in a different format, call: 651-201-4696.

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 2024WinLaC-Wab-001	Other state or non-State funds? <input checked="" type="checkbox"/> YES <input type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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*If contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name Leisen Farms Inc	Address 50668 265th Ave	City/State Plainview, MN	Zip Code 55964
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* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Conservation Practice Location

Township Name: Plainview	Township No: 108	Range No.: 11	Section No. 31	1/4,1/4 NW 1/4, NW 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 **10 years**, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

USDA-NRCS Field Office Technical Guide Practice Standards

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 **11/30/2024**, this contract will be automatically terminated on that date.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices must include the name of the vendor; materials, labor or equipment used; the component unit costs and the dates the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
4. Not accept cost-share funds, from state sources in excess of **90.0%**, or state and non-state sources that when combined are in excess of **90.0%** of the total cost to establish the conservation practice. Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the flat rate payment option.
5. To provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

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

Conservation Practice

The primary practice for which cost-share is requested is: 412 - Grassed Waterway

Eligible Component Standards & Names 412 - Grassed Waterway, 484 - Mulching	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate \$5,600.00
	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 <i>3/27/2024</i>	Technical Assistance Provider <i>Matt Kempinger</i>	NRCS engineered project with appropriately signed and documented plans available upon request. NRCS-CPA-1245 (Practice Approval and Payment Worksheet) can be utilized as the certification of practice completion. An attached completed, and signed NRCS-CPA-1245 and the asbuilt can be used as the Technical Certification on the "Voucher and Certification"
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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 90.0% of the total cost to establish the conservation practice plus the pre-construction cover total amount if utilizing the flat rate payment option.

Amount	Program Name	Fiscal Year
\$726.21	WinLaC	2024

Date	Authorized Signature	Total Amount Authorized \$726.21
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FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 22-CS-8	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 Frank Schuchard	Address 33305 Co Rd 72	City/State Millville	Zip code 55957
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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: Hyde Park	Township No: 109	Range No.: 13	Section No. 11	1/4,1/4 SE,NW
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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:

380 Windbreak/Shelterbelt Establishment and Renovation
5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 6/30/2024, 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 where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
4. Not accept any other state or federal funds for this practice.

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

Conservation Practice

The primary practice for which cost-share is requested is **380 Windbreak/Shelterbelt Establishment and Renovation**

Eligible Component Standard & Name 380 Windbreak/Shelterbelt Establishment and Renovation	Engineered Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate \$749.01
	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	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: \$2.11/hareroot \$6.56/potted tree

Amount	Program Name	Fiscal Year
\$356.85	State Cost Share	2023

Date	Authorized Signature	Total Amount Authorized
		\$356.85

Will be approved
Contingent on signature
of landowner and
technical assistance
provider



SOUTHEAST ASSOCIATION CONSERVATION DISTRICT E



ANNUAL SPRING EMPLOYEE'S MEETING

2024 SE MACDE DUES: \$10 PER EMPLOYEE,

REGISTRATION \$15 PER EMPLOYEE ATTENDING

DATE: TUESDAY, APRIL 2ND 2024, 9AM REGISTRATION, 9:

LOCATION: OLMSTED COUNTY OXBOW PARK NATURE CE

5731 COUNTY RD 105 NW BYRON, MN 55920

OFFICES PLEASE RSVP BY MARCH 26TH TO ANGELA

**CHECK FOR DUES AND REGISTRATION CAN BE MADE OUT TO "SE