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

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

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

- I. CALL MEETING TO ORDER
- II. PLEDGE ALLEGIANCE
- III. AGENDA
- IV. PUBLIC COMMENTS

Comments limited to 5 minutes per speaker

V. CONSENT AGENDA -Board Action

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

- A. Johannah Schmitz Contract# 24-SDWGPh2-1 in the amount of \$949.78 for a Reverse Osmosis Water Treatment System. Install by date 11/30/2024 (Funding source FY24 Safe Drinking Water Grant)
- B. Mehrkens Family Farm Inc. Contract# 22-CS-8 in the amount of \$7,659.00 for Practice 410-Grade Stabilization Structure. Install by date 11/30/2024 (Funding sources FY22 Cost Share \$1,924.00, FY23 Costs Share \$5,735.00)
- C. Don Kastella Contract# 2024WAGZ-WC-009 in the amount of \$880.00 for Practice 351 Well Decommissioning. Install by date 12/31/2024.
 (Funding source – FY24 WAGZ (Watershed Alliance for the Greater Zumbro)
- D. Cole Packer and David Packer Contract# 2024WAGZ-WC-10 in the amount of \$9,000.00 for Practice 340 Cover Crops for two years. Install by dates 11/01/2024 and 11/01/2025.
 - (Funding source FY24 WAGZ (Watershed Alliance for the Greater Zumbro)
- E. BWSR Grant P25-0560 2025 Soil Health Delivery (Wabasha SWCD) in the amount of \$60,000.00.

VI. SECRETARY'S REPORT – Board Action

A. July 25, 2024 Meeting Minutes

VII. TREASURER'S REPORT – Board Action

Included for your review

B. Program Record - July

The full spreadsheet was sent to the board in advance.

VIII. PAYMENT OF MONTHLY BILLS

A. Monthly Bills in the amount of \$ 38,314.94- **Board Action**

IX. DISTRICT REPORTS

- A. Chair Report Lynn Zabel
- B. County Commissioner Bob Walkes
- C. District Manager Report Terri Peters
- D. NRCS Report Christina Taylor 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
 Getting ready for the move. Moved to new location, Monday August 12th.
 Sent requested information to the Auditor-starting audit this week.
- I. BWSR Report Dave Copeland Emailed Report
- J. Other agencies -

X. OLD BUSINESS

- A. Conservation Project Lynn (open to any Supervisor for ideas)
- B. Outstanding Conservationist Discussion
- C. Woodland Manager Board Action on Nomination

XI. NEW BUSINES

- A. Approve Cancelation of Leisen Farms Inc. Contract# 2024WinLaC-Wab-001 in the amount of \$726.21. for 412 Grassed Waterway Board Action
 (Project came in below cost estimate and EQIP covered more than 90% of the total cost). (Funding source FY24 WinLaC)
- B. Approve Allen John & Melody Revocable Living Trust (John Koepsell) Contract# 23-CS-1 in the amount of \$1,260.00 for Practice 314 Brush Management. – Board Action

(Funding Source – FY24 Conservation Contracts)

C. Approve Brian Heaser Contract# 20-WWDWP-9 in the amount of \$1,915.00 for Practice 340 Cover Crops for 1 year. Install by date 11/01/2024.
 (Funding source – FY24 Whitewater Drinking Water Protection)

XII. Board Reports

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

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

XIII. Adjourn – Board Action

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization:	Contract Number:	Other state or non-State funds?	Amendment		Canceled	
Wabasha SWCD	24-SDWGPh2-1	☐ YES ☑ 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	
Johannah Schmitz	Johannah Schmitz 14359 649th St		Wabasha, MN		55981	
 If a group contract, this must be filed and signed by the gro 	up spokesperson as designated in the gro	up agreement and the group agreement at	tached to this form			
Conservation Practice Loc	ation					
Township Name:		Township No:	Range No.:	Section No.	1/4,1/4	
Glasgow		110	11	24	NW, 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:

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

State of MN Plumbing Code (MN Rules, Chapter 4714), by a water contracotr licensed under chapter 326B or a plumber licensed under chapter 326B.

- 5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
- 6. This contract, when approved by the organization board, will remain in effect unless canceled or amended by mutual agreement. If the practice(s) covered by this contract have not been installed by 11/30/2024, this contract will be automatically terminated on that date.

 7. Items or cost for which reimoursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices/receipts must include: the name of the vendor; the materials, labor or equipment used; the component unit costs and the date(s) the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts. Reimbursement requests must also be supported by a completed Percent Based Voucher Form.

Applicant Signatures

The land occupier's signature indicates agreement to:

- Grant the organization's representative(s) access to the parcel(s) where the conservation practice(s) will be located.
- 2. Obtain any permits required in conjunction with the installation and establishment of the practice(s) prior to starting construction of the practice(s).
- 3. Be responsible for the operation and maintenance of conservation practice(s) applied under this program in accordance with an Operation and Maintenance Plan prepared by the technical assistance provider.
- 4. Not accept cost-share funds, from state sources in excess of 100%, or state and non-state sources that when combined are in excess of 100% of the total cost to establish the conservation practice(s). Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the Flat Rate Payment option.
- 5. Provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

7/29/24	Jahren Grand	3 Sul	lift		,
Date	Landowner, if different from applicant				
_	Address, if different from applicant infor	mation			
Conservation Practi	ce which cost-share is requi	ested is: Reve	erse Osmosis Water T	reatment System	
Practice standard(s) or eligible com			Engineered Practice	YES NO	Total Project Cost Estimate
See attached ins	tallation standards and	requirements	Ecological Practice	DES [] NO	\$949.78
I have the appropriate to	nt and Cost Estimate echnical expertise and ha hat the estimated quanti	ve reviewed the si			stalled and deem the
Pre-Construction Co	ver y cover is necessary for fo	uture installation of	of ctructural consequation	on practices. A Flat Pate	. Payment of up to \$150
	LO acres, is allowed as par				
Amount /	Acre (NTE \$150/acre)	Number of Acr	es (NTE 10 Acres)	Total Amount	
L		www.auto.com			

The organization board has authorized the following for financial assistance, total not to exceed 100.0% of the total cost to establish the conservation practice plus the pre-construction cover total amount if utilizing the Flat Rate Payment option.

7/29/2024 Lew Deles	(per board resolution)	Total Amount Authorized \$949.78
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Weaver Plumbing

57571 130th Ave Weaver, MN 55910

Estimate

Date	Estimate #
7/15/2024	163

Name / Address

Tyler Schmitz
14359 649TH STREET
WABASHA , MN 55981

		Terms	Project
Description	Qty	Rate	Total
ESTIMATE TO INSTALL UNDER COUNTER REVERSE OSMOSIS SYSTEM FOR KITCHEN SINK			
HELLENBRAND MRO-35 REVERSE OSMOSIS SYSTEM INCLUDES ALL FILTERS	Ī	600.00	600.00T
PIPE AND FITTINGS		75.00	75.00T
Technician Time	2.5	90.00	225.00
		0.14.4.1	
		Subtotal	\$900.00
Signature		Sales Tax (7.37	5%) \$49.78
		Total	\$949.78

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization	Contract Number:	Other state or non-State funds?	Amendment [Canceled		
Wabasha SWCD	22-CS-8	[7] AEZ	Board Meeting Date(s)	Board Meeting Date(s):		
*If contract amended, attach amendment form(s)+o this contract						
Applicant						
Land Occupier Name	Address		City/State	Zip Code		
Mehrkens Family Farms Inc 34725 660th St Lake City, MN 55041						
* If a group contract, this must be filed and signed by the gro	oup spokesperson as designated in the gro	oup agreement and the group agreement i	stached to this form.			

Conservation Practice Location

Township Name:	Township No:	Range No.:	Section No.	1/4,1/4
Zumbro	109	13	20	sw

Contract Information

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

- 1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 15 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
- 2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
- 3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
- 4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the

NRCS - Field Office Technichal Guide (FOTG) - Conservation 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.
- 5. 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.%, or state and non-state sources that when combined are in excess of 90.% of the total cost to establish the conservation practice. Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the flat rate payment option.
- 5. To provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

7-30-24	South a. Mehrt	rens	(for)	
7-30-24	Mehrkens Fairly	Farms	Inc by	24
	58512 361st are	Zumbr	Falls, m	55991
		de Caebillandina Cae		
phie Component Standards & I	r which cost share is requested is 410 - Gra	de Stabilization St	ucture	Total Project Cost Estimate

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
\$1,924.00	2022 State Cost Share	2022
\$5,735.00	2023 State Cost Share	2023

7-3424	low Miles	(no broad received	Intal Amount Sutharged
1-90-01	Jen Stoffy	per board resolution	\$7,659.00

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information Other state or Contract Number: rd Meeting Date(s) Meeting Date(s): YES Wabasha SWCD 2024WAGZ-WC-09 ✓ No "If contract amended, attach amendment form(s) to this contract. Applicant Land Occupier Nam City/State Zin Code Don Kastelia 700 S Lakeshore Dr. Apt. 201b Lake City, MN 55041 a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attacks.

Conservation Practice Location

Yownship Name:	Township No:	Range No.:	Section No.	1/4,1/4
Lake	111	12	4	NE 1/4 NE 1/4 SW 1/4

Contract Information

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

- 1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 20 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plah 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.

trar	nsfer.
4.	Practice(s) must be planned and installed in accordance with technical standards and specifications of the:
	351 - Well Decommissioning

- 5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
- 6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 12/31/2024, this contract will be automatically terminated on that date.
- 7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices must include the name of the vendor; materials, labor or equipment used; the component unit costs and the dates the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts.

Applicant Signatures

The land occupier's signature indicates agreement to:

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

 To provide copies o project. 	f all forms and contracts pertinent to any other	state or non-state p	programs that are contr	buting funds toward this
7/30/24	Wonald Y. Kast	tilla		
Date	Landowner, II different from applicant			
	Address, # different from applicant information:			
Conservation Practic		Decommissioning		
Eligible Component Standards & N	emes	Engineered Practice:	✓ YES □ NO	Total Project Cost Estimate
351	- Well Decommissioning	Ecological Practice	☐YES ☑NO	\$880.00
I have the appropriate to	nt and Cost Estimate echnical expertise and have reviewed the site w quantities and costs are practical and reasonabl rethrical Assistance Provider		ed practice is to be insta	illed and find it is neede
8/13/2024	Cost estimate provided by licensed well	contractor. See es	timate attached.	<u></u>
	over ary cover is necessary for the future installation ceed 10 acres, is allowed as part of a state cost			
Amount	Acre (NTE \$150/acre) Number of Acres (NTE 10 Acres)	Total Amount	
The organization board	for Financial Assistance or council has authorized the following for finan			
Amount	on practice plus the pre-construction cover total		the hat rate payment o	Fiscal Year

2024

\$660.00

\$660,00

Watershed Alliance for the Greater Zumbro

Hartert Well Drilling (651) 565-2691

14497 N. County Road 24 Wabasha, MN 55981

ESTIMATE

CUSTOMER INFORMATION
Name Don Kastella Date 7-25-24

Address 700 S Lakeshore Dr. Apt 2016 Phone

City, State, Zip Lake City MN 5504/ Job Site 700 S Lakeshole Dr. Lake City

Remove pump and seal 55' 4" well

\$850.00

wabasha County well sealing retnit 30.00

Total \$880.00

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization:	Contract Number:	Other state or non-state funds?	Amendment	Canceled
Wabasha SWCD	2024WAGZ-WC- 10		Board Meeting Date(s):	Board Meeting Date(s):

Applicant

Land Occupier Name	Address	City/State	Zip code
Cole Packer and David Packer	64448 205th Ave	Kellogg, MN	55945

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

Conservation Practice Location

Township Name:	Township No:	Range No.:	Section No.	1/4,1/4
Glasgow	110	11	24	E 1/2

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:

<u> </u>	of mast be planned at	diffee with teelini	specifications o	T CITC.
3	40 - 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 11/1/2024, 11/1/2025, 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.

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

7-30-24	Call Hell		-						
7 · 30 · 24 Address, if different	rent from applicant Recupt tention:)							
Conservation Praction	ce nich cost-share is requested is 340- Cove	er Crop							
Eligible Component Standard & Nar	ne	Engineered Practice:	YES NO	Total Project Cost Estimate					
:	340- Cover Crop	Ecological Practice:	✓ YES NO	\$9,000.00					
I have the appropriate to									
	for Financial Assistance d or council has authorized the following for	or financial assistance	e, Lotal not to exceed a	rate of: \$45/ac					
Amount	Program Name								
\$9,000.00	Watershed Alliance for the Greater Zumb	ro		2024					

en Peters - per board resolution

Total Amount Authorized

\$9,000.00

Authorized Signature

7/30/24



FY 2025 STATE OF MINNESOTA BOARD OF WATER and SOIL RESOURCES SOIL HEALTH DELIVERY GRANT PROGRAM GRANT AGREEMENT

Vendor:	0000205683
PO#:	3000017680

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

Grant ID	Grant Title	Awarded Amt
P25-0560	2025 - Soil Health Delivery (Wabasha SWCD)	\$60,000.00

Total Grant Awarded: \$60,000.00

Recitals

- 1. The Laws of Minnesota 2023, Regular Session, Chapter 40, Article 2, Section 6(o) appropriated funds to the Board for the FY 2025 Soil Health Delivery Grant Program.
- 2. The Board adopted Board Order #23-60 to authorize and allocate funds for the FY 2025 Soil Health Delivery Grant Program.
- 3. The Grantee has submitted a Board approved work plan for this Program, referenced in 2.1.
- 4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
- 5. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

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

The Grantee's Authorized Representative is: TITLE District Manager

ADDRESS 611 Broadway Ave., Suite 10

CITY Wabasha

TELEPHONE NUMBER (651) 560-2044

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

Grant Agreement

1. Terms of the Grant Agreement.

- 1.1. Effective date: The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.
- 1.2. Expiration date: December 31, 2027 or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. Grantee's Duties.

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

- 2.1. *Implementation:* The Grantee will implement their Board approved work plan. The work plan will be implemented according to the Program Requirements outlined in Exhibit A, which is attached and incorporated into this Grant Agreement.
- 2.2. Reporting: All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.2. All individual grants over \$500,000 require a reporting expenditure by June 30 of each year.
 - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2028, or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

3. **Time.**

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

4. Terms of Payment.

- 4.1. Funds will be distributed in three installments per grant: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met.
- 4.2. Grantees may be required to submit documentation of expenditures reported.
- 4.3. All costs must be incurred within the grant period. All incurred costs should be calculated or determined before the final report is completed or returning funds.
- 4.4. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.5. Once final reporting has been completed funds may not be re-requested as funds may not be available.
- 4.6. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.7. This Grant Agreement includes advance payment. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. Conditions of Payment.

All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, and regulations. The Grantee will not receive payment, may be required to repay grant funds, or may have future payments withheld if work is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law. Costs charged to the grant must be direct and necessary to produce the outcomes funded by the grant. Charges to the grant must be itemized and documented.

6. Assignment, Amendments, and Waiver.

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments and Work Plan Revisions.** Any amendments to this Grant Agreement must be in writing and will not be effective until approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto. All work plan revisions must be documented. The Board reserves the right to require a work plan revision or grant agreement amendment for changes in the scope of the grant.
 - 6.2.1. Board approval is required of work plan revisions on grants less than \$50,000 if the cumulative budget adjustment is greater than \$5,000; on grants \$50,000 to \$500,000 if the cumulative budget adjustment is greater than 10% of the total grant amount; on grants greater than \$50,000.
 - 6.2.2. An amendment to the Grant Agreement is required on grants less than \$50,000 if the cumulative budget adjustment is equal to or greater than \$20,000; on grants \$50,000 to \$500,000 if the cumulative budget adjustment is equal to or greater than 40% of the total grant amount; on grants greater than \$500,000 if the cumulative budget adjustment is equal to or greater than \$200,000.

- 6.2.3. Revisions that do not meet the thresholds identified in 6.2.1. or 6.2.2. are permitted without prior approval from the Board provided that such revision is documented and that the total obligation of the Board for all compensation and reimbursements to the Grantee shall not exceed the total grant award amount.
- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. Liability.

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

8. State Audits.

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

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

9. Government Data Practices.

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

10. Workers' Compensation.

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

11. Publicity and Endorsement.

- 11.1. *Publicity*. Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the Program, publications, or services provided resulting from this Grant Agreement.
- 11.2. Endorsement. The Grantee must not claim that the State endorses its products or services

12. Governing Law, Jurisdiction, and Venue.

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

13. Termination.

- 13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3. The Commissioner of Administration may immediately and 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. Data Disclosure.

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

15. Prevailing Wage.

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

16. Municipal Contracting Law.

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

17. Constitutional Compliance.

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

18. Signage.

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

19. Intellectual Property Rights.

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

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

Approved:

Wabasha SWCD	Board of Water and Soil Resources
Terri Peters By:	Justin Hanson By:signed by:
Terri Peters	Justin Hanson
821C273FB7D44A5	B8F02A4BB01B4DA
(signature)	(signature)

Title:	District Manager,	as	authorized	by ——	board	resolut Title:	i AB sistant	Director	for	Regional	Operations
	8/8/2024						8/21/2024				
Date: _						Date:					

Grant Program Requirements: Soil Health Delivery FY25

Eligible Activities

Funding may be used broadly for financial assistance and technical support activities needed to promote and facilitate the enhanced adoption of soil health practices and systems to achieve water quality, drinking water, climate, or associated benefits consistent with Minnesota Statutes, section 103F.06.

Funding for the following core soil health practices are eligible statewide:

- Alley Cropping
- Conservation Cover
- Contour Buffer Strips
- Cover Crop
- Critical Area Planting
- Field Border
- Filter Strip
- Forest Farming

- Forest Stand Improvement
- Pasture and Hay Planting
- Prescribed Grazing
- Residue and Tillage Management (No Till)
- Riparian Forest Buffer
- Silvopasture
- Tree/Shrub Establishment
- Windbreak/Shelterbelt Establishment and Renovation

Eligible practices are NOT limited to those above. In addition, local priority, or other supporting soil health practices may be eligible but grantees need identify those activities in the work plan process.

Ineligible Activities

Funds may not be used for the purchase of equipment that will be used to establish, improve, or accelerate soil health. Examples of equipment include, but are not limited to, no till drills, air seeders, high boys, variable rate equipment, and retrofit projects to convert corn detasslers to high boys.

The Minnesota Department of Agriculture's Soil Health Financial Assistance Grant provides cost-share for the purchase and retrofit of soil health equipment. Additional information can be found at Soil Health Financial Assistance Program Grants | Minnesota Department of Agriculture.

The Minnesota Department of Agriculture's AgBMP Loan program is a water quality program that provides low-interest loans to farmers, rural landowners, and agriculture supply businesses. Soil Health equipment purchases that address water quality concerns are eligible. Additional information can be found at Agriculture Best Management Practices (BMP) Loan Program | Minnesota Department of Agriculture (state.mn.us)

District Financial Assistance Policy

If contracts will be awarded to landowners for project implementation a local SWCD financial assistance policy must be described in the work plan, or the policy referenced and attached within eLINK. Financial Assistance Polices should describe local program information such as payment rates, contract terms, and inspection schedules.

Financial Assistance

Grantees may provide financial assistance based on a percentage of installation cost, flat-rate, or incentive payments.

Grantee will follow requirements found within the Fiscal Year 2025 Grants Administration Manual Chapter: Implementing Contracts with Land Occupiers

Contracts

Conservation practice or financial assistance contracts between grant recipients and landowners are required when funds are used to provide financial assistance to install practices. When used, these contracts must, at a minimum: provide financial assistance information and expectations; identify the responsibility for operation and maintenance, including maintenance or control of the contributing watershed; include a technical and financial plan for failures; allow for inspections by the grantee of the practice; be in effect for a period corresponding to the expected life of the project; and may be required to include replacement provisions and pro-rated pollution effectiveness replacement. For practices installed on public land, operation and maintenance plans may be identified as part of capital infrastructure maintenance. All contracts are recommended to be reviewed by the grantee's legal counsel.

Tennessen Warning Notice

Local governments must give individuals notice when collecting private or confidential information from them. This is referred to as a "Tennessen warning notice". The purpose of the notice is to enable people to make informed decisions about whether to give information about themselves to the government (see Minnesota Statutes, section 13.04, subdivision 2). If Private Data is collected and disseminated as part of a BWSR Grant, BWSR will take the position that a Tennessen warning notice was provided by the LGU to all necessary individuals.

- Local Governments and grant recipients should ask the individual(s) to sign and date a Tennessen warning notice and give the individual(s) a copy as a best practice. However, notices do not need to be in writing.
- Local Governments and grant recipients should limit the private data collected or disseminated to only the data that is
 necessary to administer a program.
- Local Governments may also want to request assistance from their legal counsel.

Project and Practice Assurances

Grantee will follow requirements found within the Fiscal Year 2025 <u>Grants Administration Manual</u> Chapter: Project and Practice Assurances

Operation, Maintenance, and Inspections of Practices

Grantee will follow requirements found within the Fiscal Year 2025 <u>Grants Administration Manual</u> Chapter: Operation, Maintenance, and Inspection of Practices

Technical Quality Assurance

Grantee will follow requirements found within the Fiscal Year 2025 <u>Grants Administration Manual</u> Chapter: Technical Quality Assurance

Vegetation Requirements

Grantee will follow requirements found within the Fiscal Year 2025 <u>Grants Administration Manual</u> Chapter: Vegetation Requirements for BWSR Funded Projects

Additional Requirements

When practicable, grant recipients shall prominently display on their website the legacy logo. Grant recipients must display on their website either a link to their project from the Legislative Coordinating Commission Legacy Site (http://legacy.leg.mn) or a clean water project summary that includes a description of the grant activities, including expenditure of grant funds and measurable outcomes.

When practicable, grant recipients must display a sign with the Legacy Logo at the project site or other public location identifying the project was built with assistance from Clean Water, Land and Legacy Amendment. When practicable, grant recipients must display the Legacy Logo on printed and other media funded with money from the Clean Water Fund. The logo and specifications can be found at http://www.legacy.leg.mn/legacy-logo.

For questions regarding Grants Administration Manual requirements, grantees should consult their assigned Board Conservationist.

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

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

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

I. CALL MEETING TO ORDER

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

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 Walkers, County Commissioner, Christina Taylor, NRCS and

Frank Klennert, citizen.

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

II. PLEDGE ALLEGIANCE

III. AGENDA

Motioned by Knudsen and seconded by Klennert to approve The Agenda as presented.

Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel

Opposed: None Motion Carried

IV. PUBLIC COMMENTS

Comments limited to 5 minutes per speaker

Dag introduced his neighbor, Kay Petersen, who wanted to observe and learn about SWCD Board to see what it is about. Kay is experienced with farm land. She also owns some farm land and propagates for prairies.

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. Ruth M. Pruter Revocable Intervivos Trust, Trissa Wallerich executor, Voucher for Contract# DWP-WS04 in the amount of \$2,000.00 for Practice 351 Well Decommissioning.

(Funding source; FY24 Drinking Water Protection in the Karst Region-Fillmore SWCD))

- B. Tom Gerken Contract# 2024WGZ-WC-06 in the amount of \$9,000.00 for Practice 340 Cover Crops
 - (Funding source FY24 Watershed Alliance for the Greater Zumbro (WAGZ)
- C. Anthony Wolf Voucher for Contract# 2024WAGZ-WC-01 in the amount of \$5,790.18 for Practice 410 Grade Stabilization Structure and 412 Grassed Waterway (Funding source FY24 Greater Zumbro Watershed Based Funding (WAGZ)
- D. Margaret Deming Voucher 2 for Contract# 2022WAGZ-WC-005 in the amount of \$2,029.30 for Practice 410 Grade Stabilization Structure. Final payment. (Partial payment 11/16/2023 \$14,128.49)

(Funding source – FY22-23 (WAGZ) Watershed Alliance for the Greater Zumbro *Motioned by Klennert and seconded by Ross to approve the Consent Agenda as read.*

Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel

Opposed: None Motion Carried

VI. SECRETARY'S REPORT – Board Action

A. June 27, 2024 Meeting Minutes

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

Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel

Opposed: None Motion Carried

VII. TREASURER'S REPORT – Board Action

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

The full spreadsheet was sent to the board in advance.

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

Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel

Opposed: None Motion Carried

VIII. PAYMENT OF MONTHLY BILLS

A. Monthly Bills in the amount of \$62,068.68 - Board Action

Motioned by Ross and seconded by Klennert to approve Payment of the Monthly Bills in the amount of \$62,068.68.

Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel

Opposed: None Motion Carried

IX. DISTRICT REPORTS

- A. Chair Report Lynn Zabel
- B. County Commissioner Bob Walkes Working on budget.
 - Dag asked question about if the County would be getting additional Inflation
 Reduction Act funds. Bob said he will check.

C. District Manager Report - Terri Peters

New hire interview for Nutrient Management/Soil Health position. Deanna Pomije will be starting after Labor Day. She is currently the District Manager for Kennebec County and the Watershed Coordinator for the Snake River. She has 25 years of experience with NRSC and SWCD's. She was previously been a Certified Nutrient Management Specialist in Wisconsin. Experienced with soil health and is a certified crop advisor.

Nutrient Management planning meeting in Fillmore with the MDA partners for the Nutrient Management staffing.

Funds from MDA 45% & BWSR 75% soil health staffing funds to cover wages. For MDA, Deanna will work with local advisory team in Elgin on nutrient management required Nitrogen Reduction Management Reduction Act and expanding in townships testing high in nitrates. In Wabasha & Goodhue Counties. Mid-year quarterly invoicing.

Close out Gorman and Safe Drinking Water grants.

Planning soil health event with Winona and Olmsted.

Working with U of M extension / MN Agroforestry Institute, training for SWCD and NRCS staff Sept.17-19 at the Wabasha National Eagle Center.

Rolling out Safe drinking water programs. Article released in the paper for water free test kits. Prioritizing tests for people that haven't tested for a long time, people with financial needs or homes with children or pregnant woman.

MDA notices to townships testing to prioritize and pursue water treatment systems.

Caitlin Meyer from Olmsted SWCD is managing, working with MDA.

RFC for one Contractor to put in a bid to install the water treatment systems.

MDH online testing for eligibility grants. Infants under the age of 1 and pregnant women in the house.

Advertising, campaign planning. Video not working. Interview with farmer in Goodhue County and Jack Warthesen from Wabasha County. KTTC contacted Beau and Cailin they saw other campaigns and they could do an advertising spot on us. Family breakfast of the farm 7/13 Jenna did a soil health demonstration. Wabasha County Fair 7/17-7/20 Jenna did a soil health demo Thurs/Sat.

- D. NRCS Report Christina Taylor (In the packet)
- E. District Technician Report- Matt Kempinger
- F. Conservation Planning and Outreach Technician Report—Jenna Rasmusson (In the packet)

- G. Natural Resources Technician Report-Katelyn Abts (In the packet)
- H. Bookkeeper/Administrative Assistant Report -Sue Cerwinske (In the packet)
- BWSR Report –
- J. Other agencies -

X. OLD BUSINESS

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

XI. NEW BUSINES

A. Approve Gary Timm Contract# 2024WAGZ-WC-07 in the amount of \$500.00 for Woodland Stewardship Plan. Install by date 12/31/24 – Board Action (Funding source - FY24 Watershed Alliance for the Greater Zumbro (WAGZ) Motioned by Klennert and seconded by Knudsen to approve Gary Timm Contract# 2024WAGZ-WC-07 in the amount of \$500.00 for Woodland Stewardship Plan. Install by date 12/31/2024.

Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel

Opposed: None Motion Carried

B. Amendment to add funds to Local Forestry Team grant from DNR-**Discussion** (List of participating foresters)

Added \$87,500.00 to current grant, combined with local foresters/contractor. The local forestry team will do the work and bill us. We get 10% for fiscal management.

Jen Wahls will be working with them.

Motioned by Klennert and seconded by Knudsen to approve the Amendment to add funds to the Local Forestry Team Grant from DNR.

Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel

Opposed: None Motion Carried

a. Signature authority for Terri to sign contracts with foresters when grant amendment is executed with DNR. – **Board Action**

Motioned by Klennert and seconded by Knudsen to approve Signature authority for Terri to sign contracts with foresters when the grant amendment is executed with the DNR.

Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel

Opposed: None Motion Carried C. Approve Gerald Vandewalker Contract# 24-CC-3 in the amount of \$1,500.00 for Practice 314 Brush Management. Install by date 12/31/2024 – Board Action (Funding source – FY24 Conservation Contracts)

Motioned by Klennert and seconded by Ross to approve Gerald Van De Walker Contract# 24-CC-3 in the amount of \$1,500.00 for Practice 314 Brush Management. Install by date 12/31/2024

Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel

Opposed: None
Motion Carried

D. Resolution - Wabasha Soil and Water Conservation District (SWCD) 2024 Guidelines on use of SWCD Aid Payments - Board Action/Signature Motioned by Knudsen and seconded by Klennert to approve Resolution - Wabasha Soil and Water Conservation District (SWCD) 2024 Guidelines on use of SWCD Aid Payments.

Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel

Opposed: None Motion Carried

- E. 2024 MASWCD Elections and Proposed Bylaws Change Discussion

 Proposed Bylaw change. Elections for MASWCD President or Vice-President

 2-year position. Let Terri know if interested.
- F. Upcoming Events:
 - i. Submit farmer of the year and woodland manager of the year to MASWCD.

 Dag suggested Tom Hunter for outstanding farmer of the year. Staff will check in with him.
 - ii. Conservation Field Day: Creating a Soil Health Legacy at the Larry & Ross Greden Family Farm, 16764 County Rd 114, Altura. MN August 1st, 10:00 am-2:30 pm (Not at the main dairy)
 - iii. Regular SWCD Board Meeting August 22, 2024
 - iv. Wells Creek Watershed Annual Picnic, Thursday July 25th 2024 (today) If anyone is interested in going, Terri has more information.
 - v. Minnesota Agroforestry Institute, September 17, 18, 19, 2024 at the National Eagle Center in Wabasha. Staff training.
- G. WAGZ meetings New board representative / backup needed **Board discussion**Terri Peters and Bob Walkes will attend this meeting, so we are covered.

XII. Board Reports

- A. Whitewater JPB Lynn
- B. Zumbro 1W1P Dag Upcoming WAGZ meeting
- C. WinLaC 1W1P Lynn Sept 9th next meeting.
- D. SE SWCD Technical Support JPB Dag

Dag's summary from SE SWCD Support Joint Powers meeting on July 18th, 2024: Significant Actions:

Moved to calendar year budget. Current budget is from July 1, 2024 until December 31, 2025.

Budget based on 5 full time staff. Current 4 plus one new hire to replace recent employee who resigned.

New hire position was advertised this year but no applications received. Raised member SWCD dues from \$3,000.00 to \$4,000.00 per year. NRCS and TSA7 signed a five-year cooperative agreement.

The TSA7 workload: Houston SWCD at 30%, Wabasha SWCD at 18%

E. County Board Meeting - Sharleen

XIII. Adjourn – Board Action

Motioned by Klennert and seconded by Ross to Adjourn the meeting at 9:26 am.

Affirmative: Ross, Klennert, Knudsen, Tentis, Zabel

Opposed: None Motion Carried

Respe	ctively S	Submi	tted E	By:
Dag Kr	udsen.	Secre	tarv	

10:09 AM 08/08/24 Cash Basis

Wabasha Soil and Water Conservation District Cash Balances

As of July 31, 2024

	Jul 31, 24
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	288,864.33
Money Market WNB Financial	7,447.47
Peoples State Bank Money Market	329,012.16
Petty Cash	112.68
WNB Financial	22,005.86
Total Checking/Savings	647,442.50
Total Current Assets	647,442.50
TOTAL ASSETS	647,442.50
LIABILITIES & EQUITY	0.00

Wabasha Soil and Water Conservation District Balance Sheet

As of July 31, 2024

	Jul 31, 24
ASSETS	
Current Assets Checking/Savings	
Money Market- Bank of Alma	288,864.33
Money Market WNB Financial	7,447.47
Peoples State Bank Money Market	329,012.16
Petty Cash WNB Financial	112.68 22,005.86
Total Checking/Savings	647,442.50
Accounts Receivable 11000 · Accounts Receivable	27,356.59
Total Accounts Receivable	27,356.59
Total Current Assets	674,799.09
Fixed Assets	
15000 · Furniture and Equipment	
Computer	7,523.00
Laptops for Distrcit Techs (2)	3,149.22
Samsung Tablets	1,548.69
15000 · Furniture and Equipment - Other	109,828.00
Total 15000 · Furniture and Equipment	122,048.91
17000 · Accumulated Depreciation	-105,962.59
Total Fixed Assets	16,086.32
Other Assets	
Prepaid Items Prepaid Rent	920.43
Total Prepaid Items	920.43
Total Other Assets	920.43
TOTAL ASSETS	691,805.84
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	1,656.62
Total Accounts Payable	1,656.62
Other Current Liabilities	4.504.00
Allowance for Unemployment Reim Deferred Revenue	1,581.86
FY22 Capacity	6,741.52
FY22 State Cost Share	2,116.00
FY23 Buffer Law Implementation	618.25
FY23 Capacity	10,726.88
FY23 CWF - WIC	59,783.54
FY23 Soil Health-Cost Share	6,940.00
FY23 State Cost Share	12,320.80
FY23 SWCD Aid	17,371.62
FY24 Buffer Law Implementation	20,000.00
FY24 BWSR Soil Health Staffing	112,700.00
FY24 Conservation Contracts	15,953.70
FY24 Dept of Rev SWCD Allocatio	80,057.52 651.50
FY24 Easement Delivery FY24 LWM	651.50 -2,040.34
FY24 WCA	-2,040.34 4,043.32
FY25 Conservation Contracts	18,190.00
FY25 Conservation Delivery	19,619.00
FY25 LWM	19,354.00
	·

Wabasha Soil and Water Conservation District Balance Sheet

As of July 31, 2024

	Jul 31, 24
FY25 WCA	16,543.00
Total Deferred Revenue	421,690.31
24000 · Payroll Liabilities	1,192.99
25500 · Sales Tax Payable	656.25
Total Other Current Liabilities	425,121.41
Total Current Liabilities	426,778.03
Total Liabilities	426,778.03
Equity Fund Balance- Restatement Fund Balance Designated Investment in Capital Assets 30000 · Opening Balance Equity 32000 · Owners Equity Net Income	47,943.10 31,934.30 16,086.32 649.89 172,895.23 -4,481.03
Total Equity	265,027.81
TOTAL LIABILITIES & EQUITY	691,805.84

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

July 2024

	Jul 24
Ordinary Income/Expense	
Charges for Services	
Plat Book Sales	105.00
Truax No-Till Drill Rental	200.00
Total Charges for Services	305.00
Intergovernmental Revenues	
State	
FY20 Gorman Creek Restoration	14,049.55
FY22-23 SDW - Phase 2	777.05
FY22-23 WAGZ	1,118.50
FY23 Buffer Law Implementation	620.55
FY23 CWF - WIC	1,371.64
FY23 SE Landscape - MN DNR	0.00
FY23 SWCD Aid	10,702.59
FY23 WinLaC	1,950.67
FY24-FY25 DNR Forestry	15,438.10
FY24-FY25 WAGZ	8,019.92
FY24 Conservation Delivery	-18,228.58
FY24 Easement Delivery (RIM)	466.83
FY24 LWM	3,241.50
FY24 WCA	1,253.60
MAWQCP	24,257.75
Volunteer Nitrate Monitoring Ne	4,372.82
Total State	69,412.49
Total Intergovernmental Revenues	69,412.49
Total Income	69,717.49
Gross Profit	69,717.49
Expense	
District Operations	
Other Services and Charges	
Advertising Expense	200.00
Building Rent	1,285.00
Donations	-442.75
Education and Information	251.00
Employee Education and Training	159.48
Employee Mileage	184.25
Fees and Dues	99.79
Internet Expense	91.81
Postage	73.00
Supervisor's Mileage	233.16
Vehicle Expenses	
Chevrolet Silverado Vehicle Exp	72.00
Hyundia Tucson Vehicle Expense	50.30
Total Vehicle Expenses	122.30
Total Other Services and Charges	2,257.04
Personnel Services	
Employee Salary Permanent	20,697.21
Employer HSA contributions	750.00
Employer Life and Health	
66000 · Payroll Expenses	13,164.64
Employer Life and Health - Other	27.50
Total Employer Life and Health	13,192.14
	·
Employer Share FICA Employer Share Medicare	1,589.54 371.74
Employer Share Medicare Employer Share PERA	1,836.39
Employer Stidle PERA	1,030.39

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

July 2024

	Jul 24	
Total Personnel Services	38,4	437.02
Rental Equipment Expenses Truax No-Till Drill	180.00	
Total Rental Equipment Expenses		180.00
Supplies Office Supplies	17.14	
Total Supplies		17.14
Total District Operations		40,891.20
Project Expenditures District Storage Space Lease-No-Till Dri	200.00	
• .		200.00
Total District	;	200.00
Federal 319 Focus Small Wtrshd-W.Indian	6,144.50	
Total Federal	6,	144.50
State FY20 Gorman Creek Restoration FY22-23 WAGZ FY23 SE Landscape - MN DNR FY24-FY25 DNR Forestry FY24-FY25 DWP Karst (TKR) FY24-FY25 WAGZ MAWQCP Administration	5,711.40 2,029.30 773.33 6,000.00 2,000.00 5,790.18 22,005.71	
Total State	44,;	309.92
Total Project Expenditures		50,654.42
Total Expense		91,545.62
Net Ordinary Income		-21,828.13
Other Income/Expense Other Income Interest Income Interest Earnings MM's	1,	117.09
Total Interest Income		1,117.09
Total Other Income		1,117.09
Net Other Income		1,117.09
Net Income		-20,711.04

08/21/24 Cash Basis	12:09 PM
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Wabasha Soil and Water Conservation District Monthly Bills Listing August 22, 2024

-164.39	WNB Financial	July gas for Hyundai & Silverado	Wabasha County Highway Department	12132	08/22/2024	Bill Pmt -Check
-204.82	WNB Financial	Employment Background check - Deanna Pomije	Wabasha County Auditor/Treasurer	12131	08/22/2024	Bill Pmt -Check
-48.11	WNB Financial	June and August Expenses	Terri Peters (Expenses)	12130	08/22/2024	Bill Pmt -Check
-200.00	WNB Financial	8-1-2024 Soil Health Field Day Host	Ross Greden	12129	08/22/2024	Bill Pmt -Check
-270.00	WNB Financial	Two movers for 3 hrs - 8-12 Move to new location	Phil Carrels III	12128	08/22/2024	Bill Pmt -Check
-12,835.82	WNB Financial	July Greg Klinger - MAWQCP	Olmsted County Public Works	12127	08/22/2024	Bill Pmt -Check
-5,319.88	WNB Financial	Office turniture of office unpplies	Office Depot	12126	08/22/2024	Bill Pmt -Check
-1,650.00	WNB Financial	September 2024 Building Rent	Mittel Schule, Inc.	12125	08/22/2024	Bill Pmt -Check
-100.00	WNB Financial	8-1-2024 Soil Health Field Day Panelist	Ken Bergler	12124	08/22/2024	Bill Pmt -Check
-100.00	WNB Financial	8-1-2024 Soil Health Field Day Panelist	Keith Speltz	12123	08/22/2024	Bill Pmt -Check
-6,000.00	WNB Financial	July DNR WinlaC Forestry Coordination Grant	Jennifer Wahls-C	12122	08/22/2024	Bill Pmt -Check
-20.00	WNB Financial	Lunch at MACDE Directors Meeting	Jenna Rasmusson	12121	08/22/2024	Bill Pmt -Check
-1,752.18	WNB Financial	July-August Newsletters-2199 for mailing 10 extra	Insty-Prints of Winona	12120	08/22/2024	Bill Pmt -Check
-91.81	WNB Financial	Internet 8/02 - 09/01/2024	HBC	12119	08/22/2024	Bill Pmt -Check
-100.00	WNB Financial	8-1-2024 Soil Health Field Day Panelist	Eric Heins-a	12118	08/22/2024	BIII Pmt -Check
-343.70	WNB Financial	Coffee & Iced Tea for Event at Ross Greden Farm	Cabin Coffee Plainview	12117	08/22/2024	Bill Pmt -Check
-9,039.92	WNB Financial	Ang "Lus warce	Auditor/Treasurer of Wabasha County	12116	08/22/2024	Liability Check
-74.31	WNB Financial	September insurance premium	VSP Vision Care	EFT	08/22/2024	Liability Check
						Aug 22, 24
Paid Amount	Account	Memo	Name	Num	Date	Туре

NRCS WABASHA FIELD OFFICE REPORT

8/22/2024 Christina Taylor Soil Conservationist

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CSP (Conservation Stewardship Program)

- 14 FY24 CSP classic applications submitted 5 were cancelled, 3 were deferred, 1 was eligible but not pre-approved, leaving 6 applications that were pre-approved
- 2 are currently in Approved status potentially worth approximately \$165,000
- 1 has been obligated this month and is worth approximately \$73,000
- 2 of the obligated contracts form this FY are IRA funded (\$43,000)
- Contract obligation deadline August 30, 2024

EQIP (Environmental Quality Incentive Program)

- 19 Applications are in pending status for FY 25
- 35 Active contracts
- FY 25 Sign Up 1 deadline is September 6, 2024

CPP-EQIP (Regional Conservation Partnership Program- EQIP)

no applications submitted.

RCPP18 (Regional Conservation Partnership Program)

No changes this month

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

1 Active contract

CRP (Conservation Reserve Program)

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

Monthly Report – August 2024

Matt Kempinger

Projects

- Initiate a new diversion and grade stabilization project to protect flooded house
- Design work on 3 grade stabilization structures
- Design work on 1 waste storage facility
- Contract preparation for 1 grade stabilization structure project
- Construction monitoring for 1 grade stabilization structure
- Site investigation and preliminary design work on 2 farms

<u>Others</u>

- Office Relocation
- Soil health field day
- Site visits to landowners reporting flood damage
- Bear Valley Watershed annual structure tour
- Buffer checks
- Lower Zumbro and West Indian Creek outreach for prairie strips
- Reviewed 3 WCA applications
- Monitored 2 WCA restorations
- SWAG water monitoring equipment maintenance
- General project & contract management
- Answered general resource questions from public and assisted where possible

Monthly Report - August 2024

Jenna Rasmusson

Programs

- Cover Crops Provided technical assistance for cover crop planning. Contacting operators from last year for reenrollment.
- Equipment Rental Program Answered questions and connected producers to resources on the equipment available and strategies for use. Scheduled rentals for late summer/fall.
 Drill pick up.

Education and Outreach

• Put on the Conservation Field Day: Creating a Soil Health Legacy at the Greden Family Farm on August 1st. The event was successful with over 100 attendees. There was a storm the night before that tore down the tent, but it was fixed in the morning and the day went off without a hitch!

Other/Training

- SEMACDE Directors Attended meeting to plan fall meeting. Save the Date: Oct 22nd at the Hormel Nature Center in Austin.
- MASWCD Awards Worked on nomination applications and scheduled interviews with Tom Hunter (Outstanding Conservationist) and Ed Bauman (Outstanding Forestry Steward).

Katelyn Abts - August Board Report

Programs

CRP

• Worked on two different plans

Conservation Contract

• 1 potential Brush Management Contract – Warren Beighley

Buffer Law

• 1 Buffer inspection

West Indian Creek Monitoring

• Samples from Lysimeters at Jake Meyer's and Patrick Judge's

Olmstead Safe Drinking Water - Tap-In

• Communication with landowners and handing out water test kits

Training

Buckthorn Management Training – Quarry Hill Park

Other

Moving into new office



August SWCD Board Meeting

1 message

Copeland, David (He/Him/His) (BWSR) <david.copeland@state.mn.us> Wed, Aug 21, 2024 at 11:20 AM To: Terri <terri.peters@mn.nacdnet.net>, Susan Cerwinske <susan.cerwinske.wabashaswcd@gmail.com>, Langer Skip <skip.langer@olmstedcounty.gov>, Cutshall Mandy <mandy.cutshall@olmstedcounty.gov>

HI Folks – I have a conflict tomorrow morning and will not be able to attend EITHER the Olmsted or Wabasha SWCD Board meetings. If I were to be there and provide an update to the Board it would be:

RFPs for both the Habitat Enhancement Landscape Program (HELP) and Pollinator Pathways closed recently, and applications are being evaluated for potential funding

The Competitive CWF "Projects and Practices" RFP closes today

I am working with Sheila Harmes and others on the next WBIF grant for the Winona LaCrescent (WinLAC) watershed. These are processed in monthly batches and its yet to be determined if the WinLAC gets submitted in August or if it will be in September.

Soil Health Delivery grants were sent out recently and SWCDs are currently developing work plans and getting those grants executed

BWSR Staffing Update: BWSR recently hired a second Grants Compliance Specialist for the Region. We also hired one of two vacant Board Conservationist positions, and have re posted to try to fill the vacant BC position. These two new employees will both start September 11th. What this means to both Wabasha and Olmsted SWCD is that at least for the remainder of 2024 I will continue to have your SWCD as part of my work area.

Dave Copeland

Board Conservationist I Minnesota Board of Water and Soil Resources (BWSR)

2118 Campus Drive SE, Suite #100

Rochester, MN 55904

507-327-2217 (C)

david.copeland@state.mn.us

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization:	Contract Number:	Other state or non-State funds?	Amendment	Canceled 🖄
Wabasha SWCD	2024WinLaC-Wab- 001	☑ YES □ No	Board Meeting Date(s):	Board Meeting Date(s): 8/22/202년

Applicant

Land Occupier Name	Address	City/State	Zip Code
Leisen Farms Inc	50668 265th Ave	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
Plainview	108	11	31	NW 1/4, NW 1/4

Contract Information

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

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

of sharmed and installed in accordance with technical standards and specificati	ions 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.%, or state and non-state sources that when combined are in excess of 90.% of the total cost to establish the conservation practice. Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the flat rate payment option.
- 5. To provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

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

3-27-24	I home	Lewi	\mathcal{L}_{ω}	icen Farms	Inc.
Date	Landowner, if different from applicant			-	
	Address, if different from applicant inform	nation:			
Conservation Pract	ice				
The state of the s	r which cost-share is reque	ested is: 412 - Gra	ssed Waterway		
Eligible Component Standards & t	Vames	16016	Engineered Practice:	☑ YES ☐ NO	Total Project Cost Estimate
412 - Gras	ssed Waterway, 484 - N	lulching	Ecological Practice:	☑ YES ☐ NO	\$5,600.00
I have the appropriate t and that the estimated Date	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 need and that the estimated quantities and costs are practical and reasonable. Date Technical Assistance Provider Technical Assistance Provider 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"				
\$150 per acre, not to ex	rary cover is necessary for sceed 10 acres, is allowed	as part of a state cos	t-share contract for	the installation of struct	1997 March 1997 1997
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	5	Program	Name		Fiscal Year
\$726.21	WinLaC		3.000		2024
L					
Date	Authorized Signature				Total Amount Authorized
3-28,2024	1 1	Bahl			\$726.21
	,	/			

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization:	Contract Number:	Other state or non-state funds?	Amendment	Canceled []
Wabasha SWCD	23-CS-1	☐ YES ☑ NO	Board Meeting Date(s):	Board Meeting Date(s):

Applicant

Land Occupier Name	Address	City/State	Zip code
Allen John & Melody Revocable Living Trust	23360 Co Rd 27	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
Plainview	108	11	3	SW, 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:

- 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
- 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:

Brush Management 314

- 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 6/1/2025, 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.

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

Date Land Occupier					
8-5-24 A. Q	ohn Koepsell		2		
Date Landowner, i Kafiff	rent from applicant				
Address, if differe	nt from applicant information:				
Conservation Pract The primary practice for v		inagement 314			
Eligible Component Standard & N	ame	Engineered Practice:	☐ YES	☑ NO	Total Project Cost Estimate
Bru	sh Management 314	Ecological Practice:	☑ YES	□no	\$1,260.00
I have the appropriate and find it is needed an	ent and Cost Estimate technical expertise and have reviewed the ad that the estimated quantities and costs a			actice is to l	oe installed
8/8/2024	Technical Assistance Provider JARED HOLM (A	ffiliate) Digitally signate: 2024	igned by JARED 4.08.08 12:45:59	HOLM (Affiliat -05'00'	e)
	d for Financial Assistance rd or council has authorized the following f	or financial assistar	nce, total no	ot to exceed	l a rate of: \$300/acre
Amount	Progra	m Name			Fiscal Year
\$1,260.00	Conservation Contract				2023
	1				<u> I </u>

Date	Authorized Signature				Total Amount Authorized
					\$1,260.00

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314 Brush Management

Implementation Requirements

		Project or		
Producer:	John Allen Koepsell	Contract:	23-CS-1	
Location:	Plainview 03	County:	Wabasha	
Farm Name:	4503	Tract Number:	3391	



Photo by Minnesota Department of Agriculture Glossy Buckthorn-Rhamnus frangula



Gray Alder – Alnus incana (L.) Moench



Photo by USDA-NRCS

Japanese Barberry - Berberis

thunbergii DC.



Multiflora Rose – Rosa multiflora Thunb.

This practice applies to all lands except active cropland where removal, reduction, or manipulation of woody (non-herbaceous or succulent) plants is desired.

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

The state of the s			A STATE OF THE PARTY OF THE PAR
Practice Puri	IOSO I	chack all	That annivi
	ALC: VIEW	FA1124 (A.11)	

- Create the desired plant community consistent with the ecological site or a desired state within the site description.
- Restore or release desired vegetative cover to protect soils, control erosion, reduce sediment, improve water quality or enhance hydrology.
- Maintain, modify, or enhance fish and wildlife habitat.
- Improve forage accessibility, quality, and quantity for livestock and wildlife.
- Manage fuel loads to achieve desired results.
- Control pervasive plant species to a desired level of treatment that will ultimately contribute to creation or maintenance of an ecological site description "steady state," addressing the need for forage, wildlife habitat and water quality.

Producer's Goals and Objectives

Clear Amur maple and buckthorn to replace with native shrubs and trees beneficial to wildlife.

Treatment Method(s) and Plan(s) (check all that apply) Site-specific requirements are listed below and are prepared in accordance with the Minnesota NRCS Field Office Technical Guide. Soil map is attached ✓ Plan map is attached Not Applicable **Biological Treatment Methods and Plans** Acres: 4.2 Field(s): **Amur Maple** Target species: Pretreatment density of target plants: 25% to 50% Posttreatment density of target plants: less than 15% Biological treatment references: https://efotg.sc.egov.usda.gov/api/CPSFile/330/314_MN_OTH_BM_Biological (Con)trol_Using_Grazing_2019 Release date, kind and number of biological agents, Spring 2025, cattle insects, plants, diseases or grazing animals to be used: Timing, frequency, duration and intensity of grazing or Light grazing in late April to early May for 2 weeks browsing: Planned % cover or % defoliation of target species: Remove 80% of leaves of target species Minimum grazing height of desirable forages: Special mitigation, precautions or requirements: See CPS 528 Prescribed Grazing Plan (if applicable)

Chemical Treatment Methods and Plans					
Field(s):	Acres: 4.2				
Target species: Amur Maple, Common Buckthorn					
Pretreatment density of target plants: 25% to 50%					
Posttreatment density of target plants: Less than 15%					
//www.dnr.state.mn.us/	/invasives/terrestrialplants/woody/amurmaple.html				
Dates or plant growth stage for effective treatment: Spring	ng 2025				
Special mitigation, application techniques, timing Refer to product label and DNR website above. consideration for safe and effective applications:					
Follow all product label instructions: Yes					
WIN-PST or similar evaluation is attached and valuernatives. Summarize herbicide risks below.	was discussed with landowner in formulating				
Herbicide risks with listed chemicals is low to internapplication mitigation strategies should still be used during or directly prior to a rain event, and be carefuchemical drift onto soil and other plants as much as property of the strategies.	including; avoid windy days, avoid application l to ensure spray only hits target species to avoid				
Mechanical Treatment M	ethods and Plans				
(Producer is responsible for making sure all equipment is clean					
Field(s):	Acres: 0.38				
Amur Maple Target species:					
Pretreatment density of target plants: 100%					
Posttreatment density of target plants: Less than 15%					
Types of equipment to be used (mowing, hand Heavy equipment suitable to pull up woody invasive species clearing, roller chopping, light disking, etc.): by the roots.					
Fall Dates or plant growth stage for effective treatment:	2024				
Mechanical Treatment Methods	and Plans (continues next page)				

	Mechanical Treatment Methods and Plans (continued from previous page)
Opera	Follow manufacturer's safety and operation guidelines for equipment ting instructions (if applicable):
Techn	Grub/masticate uproot trees and shrubs. iques and procedures to be followed:
mecha	ighly clear entire area of large Amur maple growth using mechanical equipment or appropriate nical means. Try to avoid desirable vegetation (native shrubs, Oak, Black Walnut and White Pine) possible.
Sensiti	ve Features Plan
Onerat	tions and Maintenance
V	Monitor growth of target species using monitoring report or equivalent.
V	If chemicals are used, the operator will develop a safety plan for individuals exposed to them. This plan includes the telephone numbers and addresses of emergency treatment centers and the phone number for the nearest poison control center.
	Mixing and loading setbacks from wells, intermittent streams and rivers, natural or impound ponds and reservoirs follow label instructions.
	Signage around treated fields and restricted entry intervals comply with label instructions, and/or Federal, State, Tribal, and local laws.
V	Disposing of chemicals and chemical containers is done in accordance with label instructions, and/or Federal, State, Tribal, and local laws.
~	Appropriate herbicide labels and Material Safety Data Sheets (MSDS) will be maintained. These can be accessed on the internet: http://www.greenbook.net.
~	Application equipment will be calibrated according to recommendations before each seasonal use and with each major chemical and site change.
~	Application equipment will be properly maintained, including replacing worn nozzle tips, cracked hoses, and faulty gauges.
	Maintain plant management and herbicide application records for at least 2 years and in accordance with USDA Agricultural Marketing Service's Pesticide Recordkeeping Program and State-specific requirements.

Practice Specifications Approval and Completion Certification

Provided Practice Cost information

Site-specific cost esti	mate, or spe	ecifications for t	he producer t	o develop a cos	st estimate or obtain the
Job Class Information (List Practi	ce Job Class)			
314 ESJAA Fact Sheet				Job Class: 11	
Design Installation and I	Layout App	oroval			
Designed By:		Date:	f8	Designer's Job	Approval Authority:
Katelyn Abts		7/24/3	2024		
Approved By:		Date:		Approver's Jo	b Approval Authority:
Jared Holm		8/8/2	.024	III	
Record of Completion a	nd Check	Out Certificat	ion		
Treated Acres	Date Comp	oleted by Client	Date (Certified	Approver's Initials
			1		
Additional documenta	tion to supp	ort practice cert	tification is in	the Case File.	
Certification Statement	His Sheats				
I certify that implementation and meets the NRCS conserv		·	•		for the stated purpose(s),
Printed Name:			Date:		
Title:			Certifier's Job	Approval Auth	nority (JAA):
Signature:					
Notes:					



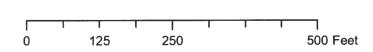
John Koepsell **Brush Management**

7/24/2024 by: Katelyn.Abts



Legend

Project Area Mature Amur Maple Rows Full Project Area







1:39PM

Page 1 of 2



Soil / Pesticide Inte	raction Loss Potential and Hazard Rating Report
DrD2 Dubuque 85% SIL Hydro: D Wabasha County, Minnesota: MN157 OM% 2.5 H1 Depth: 6 GARLON 4	N578B Barremills 85% SIL Hydro: B Wabasha County, Minnesota: MN157 OM% 3.5 H1 Depth: 27
Reg No: 62719-40 61.6% Butoxyethyl triclopyr	
Loss Human Fish Potential Hazard Hazard Leaching: V (fb) V V Solution: H (fb) L I Adsorbed: I (fbs) V	Loss Human Fish Potential Hazard Hazard L (fb) V L I (fb) V I L (fb) V
61.6% Butoxyethyl triclopyr	
Loss Human Fish Potential Hazard Hazard Leaching: V (b) V V Solution: H (b) L I Adsorbed: I (bs) V	Loss Human Fish Potential Hazard Hazard L (b) V L I (b) V I L (b) V
ROUNDUP HERBICIDE Reg No: 524-445 41% Glyphosate, isopropylamine salt	
Loss Human Fish Potential Hazard Hazard Leaching: V (fb) V V Solution: H (fb) L L Adsorbed: H (fbs) L	Loss Human Fish Potential Hazard Hazard V (fb) V V I (fb) V L I (fb) V
41% Glyphosate, isopropylamine salt	
Loss Human Fish Hazard Hazard Leaching: V (b) V V Solution: H (b) L L Adsorbed: H (bs) L	Loss Human Fish Potential Hazard Hazard V (b) V V I (b) V L I (b) V



7/24/2024

1:39PM

Page 1 of 2

			Pest	icide A	ctive In	gredient Ratir	ng Report	
Active Ingredient Common Name	рН	Solubility in Water	Half Life	кос	Human Toxcicity	Fish Toxicity MATC* STV	SPISP II Pesticde Ratings	Exposure Adjusted Toxicity Category — Water — Sediment
		(ppm)	(days)	(mL/g)	(ppb)	(ppb)	Solution Adsorbed	Human Fish Fish

GARLON 4

61.6% Butoxyethyl triclopyr

Reg No: 06271900040

PC_Code: 23 46 780 350.00 35.00 27,300.00 L (fb) I (fb) V I V

Method: Foliar Area: Banded Rate: Standard

GARLON 4

61.6% Butoxyethyl triclopyr

Reg No. 06271900040

PC_Code: 23 46 780 350.00 35.00 27,300.00 L (b) I (b) V I V

Method: Surface Applied
Area: Banded
Rate: Standard

ROUNDUP HERBICIDE

41% Glyphosate, isopropylamine salt

Reg No: 00052400445

PC_Code: 900000 47 24000 700.00 168.00 4,032,000.00 V (fb) I (fb) V L V

Method: Foliar Area: Banded Rate: Standard

ROUNDUP HERBICIDE

41% Glyphosate, isopropylamine salt

Reg No: 00052400445

PC_Code: 900000 47 24000 700.00 168.00 4,032,000.00 V (b) I (b) V L V

Method: Surface Applied
Area: Banded
Rate: Standard



7/24/2024

1:39PM

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			Pesti	cide A	ctive In	gredient Rating	Report	
Active Ingredient Common Name	рΗ	Solubility in Water (ppm)	Half Life (days)	KOC (mL/g)	Human Toxcicity (ppb)	Fish Toxicity MATC* STV (ppb)	SPISP II Pesticde Ratings Leaching ———— Runoff ——— Solution Adsorbed	Exposure Adjusted Toxicity Category — Water — Sediment Human Fish Fish

LEGEND

X -- eXtra high

H -- High

I -- Intermediate

L -- Low

V -- Very low

Conditions that affect ratings:

(none) -- Broadcast application (default); applied to more than 1/2 the field

b -- Banded application; applied to 1/2 the field or less

p -- Spot application; applied to 1/10 of the field or less

(none) -- Surface applied (default); applied to the soil surface

-- Soil incorporated; with light tillage or irrigation

f -- Foliar application; directed spray at nearly full crop/weed canopy

(none) -- Standard application rate (default); greater than 1/4 lb/acre

-- Low rate of application; 1/10 to 1/4 lb/acre

-- Ultra Low rate of application; 1/10 lb/acre or less

SPISP II P-Ratings:

Leaching -- Pesticide Leaching Potential

Runoff Solution -- Pesticide Solution Runoff Potential

Runoff Adsorbed -- Pesticide Adsorbed Runoff Potential



Page 2 of 2



Soil / Pesticide Interaction Loss Potential and Hazard Rating Report

LEGEND

X -- eXtra high

H -- High

I -- Intermediate

L -- Low

V -- Very low

Conditions that affect ratings:

(none) -- Broadcast application (default); applied to more than 1/2 the field

b -- Banded application; applied to 1/2 the field or less
 p -- Spot application; applied to 1/10th of the field or less

(none) -- Surface applied (default); applied to the soil surface
 -- Soil incorporated; with light tillage or irrigation

f -- Foliar application, directed spray at nearly full crop/weed canopy

(none) -- Standard application rate (default); greater than 1/4 lb/acre
 -- Low rate of application; 1/10 to 1/4 lb/acre
 -- Ultra Low rate of application; 1/10 lb/acre or less

m -- There are surface connected macropores (cracks) that go at least 24 inches deep, w -- The high water table comes within 24" of the surface during the growing season.

s -- The field slope is greater than 15%.

<none> -- Default condition for all climates that have rainfall/irrigation after pesticide application

<dry> -- Exception for arid climates that have a low probability of rainfall and no irrigation afer pesticide application

SPISP II I-Ratings:

Leaching
Solution
Adsorbed
Soil / Pesticide Interaction Leaching Potential
-- Soil / Pesticide Interaction Solution Runoff Potential
-- Soil / Pesticide Interaction Adsorbed Runoff Potential

7/24/2024



Soil Sensitivity to Pesticide Loss Rating Report

flusym DrD2	Seq 1	% 85	Name Dubuque	Texture SIL	Hydro	Kfactor	Depth	OM%		Solution	Adsorbed
DrD2	1	85	Dubuque	SIL	_						
					D	0.43	6	2.5	V	Н	H (s)
Crack	cks (macr	opores)	reater than 15% True deeper than 24" False Table within 24": False								
N578B	1	85	Barremills	SIL	В	0.43	27	3.5	L	ı	1
		Slope g	reater than 15%. False								
Crack	,		deeper than 24": False Table within 24": False								

LEGEND

H -- High

I -- Intermediate

L -- Low

V -- Very Low

Conditions that affect ratings:

-- There are surface connected macropores (cracks) that go at least 24 inches deep.

w -- The high water table comes within 24" of the surface during the growing season.

-- The field slope is greater than 15%.

SPISP II Soil Ratings:

Leaching

-- Soil Leaching Potential

Runoff - Solution

-- Soil Solution Runoff Potential

Runoff - Adsorbed

-- Soil Adsorbed Runoff Potential



Conservation Service Natural Resources

MAP LEGEND

Water Features 8 O Soil Map Unit Polygons Area of Interest (AOI) Soil Map Unit Points Soil Map Unit Lines Special Point Features Area of Interest (AOI) Blowout Soils

Very Stony Spot

Wet Spot Other

Stony Spot

Spoil Area



Special Line Features

Streams and Canals



Interstate Highways

Rails

ŧ



Major Roads Local Roads

US Routes





Aerial Photography

Background









Severely Eroded Spot Sandy Spot

Sinkhole 0 Slide or Slip Sodic Spot Q.

The soil surveys that comprise your AOI were mapped at 1:12,000.

MAP INFORMATION

Warning: Soil Map may not be valid at this scale.

contrasting soils that could have been shown at a more detailed Entargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of

Please rely on the bar scale on each map sheet for map measurements. Source of Map: Natural Resources Conservation Service Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

distance and area. A projection that preserves area, such as the Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required. This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Wabasha County, Minnesota Survey Area Data: Version 20, Sep 9, 2023 Soil map units are labeled (as space allows) for map scales 1:50,000 or larger. Date(s) aerial images were photographed: Aug 17, 2020—Sep

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
DnC2	Dubuque silt loam, 6 to 12 percent slopes, moderately eroded	1.2	5.4%
DnD2	Dubuque silt loam, 12 to 18 percent slopes, moderately eroded	2.3	10.2%
DrD2	Dubuque silt loam, shallow, 12 to 18 percent slopes, moderately eroded	5.4	23.9%
N574B	Downs-Hersey complex, 2 to 6 percent slopes	0.5	2.3%
N574C2	Downs-Hersey complex, 6 to 12 percent slopes, moderately eroded	3.8	16.8%
N574D2	Downs-Hersey complex, 12 to 18 percent slopes, moderately eroded	2.5	10.8%
N578B	Barremills silt loam, drainageway, 1 to 5 percent slopes, occasionally flooded	6.9	30.5%
Totals for Area of Interest		22.7	100.0%

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization:	Contract Number:	Other state or non-state funds?	Amendment	Canceled
Wabasha SWCD	20-WWDWP-9	☐ YES ☑ NO	Board Meeting Date(s):	Board Meeting Date(s):

Applicant

Land Occupier Name	Address	City/State	Zip code
Brian Heaser	26584 COUNTY ROAD 25	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
Elgin	108	12	24	SE 1/4

Contract Information

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

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

ce(s) mase be planned and instance in decordance with teenmen standards and	specifications of the.
340- cover crops, single species	

- 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 11/1/2024, 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.

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

e Land Occupier				
-14-24	rian Hevser			
Landowner, if diff	erent from applicant	——————————————————————————————————————		
Address, if differe	nt from applicant information:			
nservation Prac)- Cover Crops		
ble Component Standard & N	•	Engineered Practice:	YES VNO	Total Project Cost Estimate
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