Zoom Access for Board Meeting (Board Members need to be present)

https://us02web.zoom.us/j/81652183448?pwd=bTqp0N5arF4XaXQ3hfeybjh8CwnOCs.1

Meeting ID: 816 5218 3448

Passcode: 833530

Wabasha Soil and Water Conservation District
Regular Board Meeting
October 24, 2024
8:15 am
(New SWCD Office)
611 Broadway Ave.
Suite 10B

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

Comments limited to 5 minutes per speaker

- V. Katie M. Jacobson, CPA Audit Presentation of Wabasha Soil and Water Conservation District Annual Report for the Year Ended December 31, 2023.
 - A. Approve Wabasha Soil and Water Conservation District Annual Report/Audit for the Year Ended December 31, 2023 as presented by Katie M. Jacobson, CPA and approve for Katie M. Jacobson, CPA to send it to the State Auditor and BWSR **Board Action**

VI. 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. Silver Spirit Farm LLC Voucher payment for Contract# 2024WinLac-Wab-003 in the amount of \$1,500.00 for Practice 340 cover crops final (Funding source FY24 WinLaC Partnership)
- B. Jacob Meyer Voucher payment for Contract# 22-319WIC-1 in the amount of \$2,000.00 for Practice 340 cover crops – final year.
 (Funding source – 319 Focus Small Watershed – West Indian)
- C. Jeff Wiskow Contract# 23-Capacity-3 in the amount of \$4,500.00 for Practice 340 Cover Crops. One year- Install by date 11/1/2024.

 (Funding source FY23 Capacity)
- D. John Eversman Contract# 23-Capacity-4 in the amount of \$1,687.50 for Practice 340 Cover Crops. One year Install by date 11/1/2024.
 (Funding sources FY 2023 Local Capacity \$1,417.74, FY 2022 Local Capacity \$268.96, and FY 2023 Soil Heath Cost Share \$.80)
- E. Jon Harvey Contract# 23-Capacity-5 in the amount of \$4,500.00 for Practice 340 Cover Crops. One year Install by date 11/1/24.
 (Funding source FY 2023 Capacity)
- F. Mark Lehnertz Contract# 57-CC-7 in the amount of \$4,065.00 for Practice 340 Cover Crops. One year Install by date 11/1/24.

 (Funding source FY 2024 Conservation Contracts)

- G. Mark Meyers Contract# 24-CC-8 in the amount of \$1,089.00 for Practice 340 Cover Crops. One year Install by date 11/1/24.
 (Funding source FY 2024 Conservation Contracts)
- H. Cooks Valley Farm LLC Contract# 24-CC-9 in the amount of \$1,093.50 for Practice 340 Cover Crops. One year Install by date 11/1/24.
 (Funding source FY 2024 Conservation Contracts)
- Bluff Valley Farm LLC Contract# 24-CC-10 in the amount of \$1,665.00 for Practice 340 Cover Crops. One year Install by date 11/1/24.
 (Funding source FY 2024 Conservation Contracts)
- Jary Holst Contract# 24-CC-11 in the amount of \$925.00 for Practice 340 Cover Crops. One year Install by date 11/1/24.
 (Funding source FY 2024 Conservation Contracts)
- K. John Eversman Contract# WF-WIC-5 in the amount of \$2,011.50 for Practice 340 Cover Crops. One year Install by date 11/1/24.
 (Funding source FY 2023 Clean Water Fund West Indian Creek)
- L. Rachel Walkes Contract# 23-SHCS-5 in the amount of \$4,470.00 for Practice 340 Cover Crops. One year Install by date 11/1/24.
 (Funding sources FY 2023 Soil Health Cost Share \$2,749.20, FY 2023 State Cost Share \$\$1,382.80 and FY 2024 Conservation Contracts \$338.00.)
- M. Kurt Schnell Contract# 2024WAGZ-WC-16 in the amount of \$7,110.00 for Practice 340 Cover Crops. Two years Install by dates 11/1/24 and 11/1/25. (Funding source FY 2024 Watershed Alliance for the Greater Zumbro (WAGZ)
- N. Scotch Prairie Farms LLC Contract# 2024WAGZ-WC-17 in the amount of \$4,500.00 for Practice 340 Cover Crops. One year Install by date 11/1/24.
 (Funding source FY 2024 Watershed Alliance for the Greater Zumbro (WAGZ)
- O. Larry Mischke Contract# 2024WAGZ-WC-18 in the amount of \$2,925.00 for Practice 340 Cover Crops. One year Install by date 11/1/2024.

 (Funding source FY 2024 Watershed Alliance for the Greater Zumbro (WAGZ)
- P. Scott Sexton Contract# 2024WAGZ-WC-19 in the amount of \$1,140.00 for Ptractice 340 Cover Crops. One year Install by date 11/1/2024.

 (Funding source FY 2024 Watershed Alliance for the Greater Zumbro (WAGZ)
- Q. Scott Sexton Contract# 2024WAGZ-WC-20 in the amount of \$1,345.00 for Practice 340 Cover Crops. One year Install by date 11/1/2024.

 (Funding source FY 2024 Watershed Alliance for the Greater Zumbro (WAGZ)
- R. Roger Walkes Contract# 2024WinLac-Wab-007 in the amount of \$1,440.00 for Practice 340 Cover Crops. One year Install by date 11/1/2024.
 (Funding source FY 2024 WinLaC Partnership)
- Kent Crary Contract# 20-WWDWP-14 in the amount of \$4,335.00 for Practice 340 Cover Crops. One year Install by date 11/1/2024.
 (Funding source FY 2020 Whitewater Drinking Water Protection Program)

- T. Roger Walkes Contract# 20-WWDWP-18 in the amount of \$3,560.00 for Practice 340 Cover Crops. One year Install by date 11/1/2024.
 (Funding source FY 2020 Whitewater Drinking Water Protection Program)
- U. MN Board of Water and Soil Resources Grant Amendment for 2022/2023 SWCD Programs and Operations Grant Wabasha SWCD. To extend the 2023 State Cost Share Fund to December 31, 2025.

V. MN Board of Water and Soil Resources Buffer Implementation Grant Agreement – Grant ID# P25-0650 for \$20,000.00.

VII. SECRETARY'S REPORT – Board Action

A. September 26, 2024 Meeting Minutes

VIII. TREASURER'S REPORT – Board Action

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

The full spreadsheet was sent to the board in advance

IX. PAYMENT OF MONTHLY BILLS

A. Monthly Bills in the amount of \$42,718.60 - Board Action

X. 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.

Job well done enrolling so many cover crops and crushing her cover crop goal.

- G. Natural Resources Technician Report—Katelyn Abts In the packet Congratulations on getting JAA in Brush Mgmt and Windbreak Rennovation /Establishment.
- H. Soil Health/Nutrient Management Tech Report Deanna Pomije In the packet
- I. Bookkeeper/Administrative Assistant Report -Sue Cerwinske In the packet

Good job with the auditor and getting everything they needed to them Smoothly and efficiently.

- J. BWSR Report Dave Copeland
- K. Other agencies –

XI. OLD BUSINESS

- A. Conservation Project Lynn (open to any Supervisor for ideas)
- B. Coffee and Conversation follow up and next steps.
- C. Area 7 Meeting follow-up.
- D. Reminder on MASWCD Convention. Lynn, Sharleen and Terri are registered.
- E. MASWCD Resolutions **Discussion**Online ballots need to be completed by 5 pm on November 1.

XII. NEW BUSINESS

A. Katelyn Abts has her JAA in Brush Management 314 and Windbreak Rennovation/Establishment 360. – **Board Action**

Congratulations Katelyn!!.

- B. Approve Dennis Anderson Contract# 24-CC-6 in the amount of \$744.00 for Practice
 314 Brush Management Board Action
 (Funding source FY24 Conservation Contracts)
- C. Approve June E Ratz Trust Contract# 24-CC-5 in the amount of \$423.00 for Practice 314 Brush Management **Board Action**

- (Funding source FY24 Conservation Contracts)
- D. Approve Hunter Farms LLC Contract# 2024WAGZ-WC-13 in the amount of \$500.00
 For Woodland Stewardship Plan **Board Action** (Funding source FY 2024 Watershed Alliance for the Greater Zumbro (WAGZ)
- E. Annual Enrollment and Benefits Schedule time with the Personnel Committee. Provide with options.
- F. Authorization to move ahead with the Personnel Committee decisions, per discussion **Board Action**
- G. Discussion with County on erosion solutions meeting held October 8.
- H. National Association of Conservation Districts dues for 2025 Full Membership Contribution (Gold) is \$775.00. Operational expense that can be included in our billing rate. **Board Action**

XIII. Board Reports

- A. Whitewater JPB Lynn
- B. Zumbro 1W1P (WAGZ)- Dag
- C. WinLaC 1W1P Lynn
- D. SE SWCD Technical Support JPB Dag
- E. County Board Meeting Sharleen
- F. Upcoming Events:
 - i. Tuesday Thursday, October 29-31, 2024, BWSR Academy at Cragun's
 - ii. Tuesday, November 5, 2024 Election Day
 - iii. Monday, November 11, 2024 Veteran's Day Office Closed
 - iv. Thursday, November 21, 2024 Regular Board Meeting
 - v. Thursday, November 28, 2024 Thanksgiving Day Office Closed
 - vi. Tree Order Forms included with the Nov/Dec Newsletter and on Website.

XIV. Adjourn - Board Action

FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

Name: Address:	Silver Spirit Farm LLC 51237 275th Ave				
City, State, Zip:	Elgin, MN		55932		
Contract No.:	2024WinLac-Wab-003	Total Amount		\$1,500	0.00
Contract No	2024WIIILac-Wap-003	(from contract)	Authorized:	\$1,500	0.00
	Describes				
340 Cover Crops	Practice	Quantity	Unit	Unit Rate	Total
340 Cover Crops		25	acres	\$60.00	\$1,500.00
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				LOUIS DE LA COMPANION DE LA CO	
			PAYMENT	REQUEST:	\$1,500.00
	accurate and true summation of the above pro				
PAVMENT AND CE	ERTIFICATION INFORMATION				
	st (partial or final):		Final		
B. Payment amo	710); V 10 W		\$1,500.00		
C. Total Amount		WWW	\$1,500.00		
	s partial payments:	-	71,300.00		
E. Amount availa			\$1,500.00		
e. / illouise a valle	isic (c - 5)		\$1,500.00		
1	Amount Approved for This Voucher:	\$1.5	00.00		
	(cannot exceed Total Amount Authorized)	71,5	00.00		
	,				
Technical Certifica	ation	Administrativ	e Certification		
	tion has been performed and as-built			cher and all supporting	information and
received and that the i	tems identified under the Practice			d belief, the quantities a	
	this form have been completed and are in	accurate and are	in accordance with	terms of the contract id	lentified.
accordance with the re specifications.	equested practice standards and				
Specifications.			7.40		
and	JA4 2	Lune	- Cerun	le .	
Technical Assistance P	rovider	Administrative S	ign-off 10/17/2		
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10-10-	1024	/	10/17/2	024	
Date	N. Committee of the Com	Date			

General Information

Organization:	Contract Number:	Other state or non-state funds?	Amendment	Canceled
Wabasha SWCD	2024WinLac- Wab-003	☐ YES ✓ NO	Board Meeting Date(s):	Board Meeting Date(s):

Applicant

Land Occupier Name	Address	City/State	Zip code
Silver Spirit Farm LLC	51237 275th Ave	Elgin, MN	55932

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

Conservation Practice Location

Township Name:	98	Township No:	Range No.:	Section No.	1/4,1/4
Elgin		108	12	36	W1/2 NW1/4

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:

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

340 cover crops

- 5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
- 6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/1/2024, this contract will be automatically terminated on that date.
- 7. Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

- 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.

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tandowner, f d	fferent from app cant			
110	whis Senton			
2021	rent from applicant information	· Ch. 911	55070	
509	66 275than	e Elgin, M	m. 35732	
onservation Prac				
e primary practice for ble Component Standard &	which cost-share is requested is	340 Cover Crops		Total Project Cost Estimate
		Engineered Practice	☐ YES ☑ NO	
	340 Cover Crops	Ecological Practice	✓ YES □ NO	\$1,500.00
ahataal Aassass				
아마스 하는 것 같아요. 한 전투가 스타워 없다.	nent and Cost Estimate			
ave the appropriate	e technical expertise and have re	viewed the site where the above	e-listed practice is to be	installed
are the appropriate		The same and a same and a same		
			sonable.	
	and that the estimated quantities Technical Assistance Provides		sonable.	The second secon
d find it is needed a	and that the estimated quantities		sonable.	
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d find it is needed a	Technical Assistance Provides	s and costs are practical and rea		rate of: \$60/ac
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d find it is needed a 1 / フロ / フロソ mount Authorize The organization bo Amount	ed for Financial Assistance pard or council has authorized the	s and costs are practical and rea	ce, total not to exceed a	rate of: \$60/ac Fiscal Year

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FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

Address:	22998 595th St	OMMENT OF THE OWNER, OW	Marin ali botto (rosso)		AND A STREET
City, State, Zip:	Kellogg, MN 55945		Removale de la constante de la		
Contract No.:	22-319WIC-1	Total Amount /	Authorized:	\$6,000	0.00
	Practice	Quantity	Unit	Unit Rate	Total
340 Cover Crops		50.000	acres	\$40.00	\$2,000.00
		Mark Transcond Contract Contra	PAYMEN	T REQUEST:	\$2,000.00
Payee Signature PAYMENT AND CER	TIFICATION INFORMATION			Date	
A. Type of request	t (partial or final):		Final		
B. Payment amou	int requested:		\$2,000.00		
C. Total Amount A			\$6,000.00		
D. Total previous		Contract to the second second	\$4,000.00		
E. Amount availab	ile (C - D)	-	\$2,000.00		
	Amount Approved for This Voucher: (cannot exceed Total Amount Authorized)	\$2,00	0.00		
Technical Certificat	ion on has been performed and that the items stice Information section of this form have been	that to the best of	reviewed this vo my knowledge ar	ucher and all supporting ad belief, the quantities a terms of the contract id	and rates are
	cordance with the requested practice standards				
completed and are in acc	cordance with the requested practice standards	Ausa	Cervit	ا	

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT General Information Organization: Contract Number П Amendment Canceled non-state funds? Board Meeting Date(s): Board Meeting Date(s): ☐ YES 22-319WIC-1 Wabasha SWCD V NO *If contract amended, attach amendment form(s) to this contract. Applicant Land Occupier Name City/State Jacob Mever 22998 595th St Kellogg 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 Highland 109 11 16 SE, SE Contract Information I (we), the undersigned, do hereby request cost share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that: The land occupier is responsible for full establishment, operation, and maintenance of all practice(s) applied under this program to ensure that the conservation objectives are met and the effective life, a minimum of 1 years, is achieved. The specific operation and maintenance requirements for the conservation practice(s) listed are described in the Operation and Maintenance plan prepared for this contract by the technical assistance provider. Should the land occupier fail to maintain the practice(s) during its effective life, the land occupier is liable to the organization for the amount up to 150% of the amount of financial assistance received to complete the practice(s) unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources. 3. If title to this land is transferred to another party before expiration of the aforementioned effective life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer. Practice(s) must be planned and installed in accordance with technical standards and specifications of the: 340 Cover Crops Increases in the practice(s) units or cost must be approved by the organization board through amendment of this contract as a condition to increase the payments. This contract, when approved by the organization board, will remain in effect unless canceled or amended by mutual agreement. If practice(s) covered by this contract have not been completed by 10/15/2022, 10/15/2023, 10/15/2024, this contract will be automatically terminated on that date. Reimbursement requests must be supported by a completed youcher. 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 completion of the practice(s) prior to starting work on the practice(s).
- 3. Be responsible for the operation and maintenance of conservation practice(s) applied under this program in accordance with an Operation and Maintenance Plan prepared by the technical assistance provider.
- 4. Not accept any other state or federal funds for the practice(s) named in this agreement.

Date	Itand Occupier Miles I man	9-20.22	
			-

4	M 19-20-2 erent from applicant 9-20-2	27		
Conservation Pra				
		340 Cover Crops		
Practice standard(s) or eligible		Engineered Practice:	☐ YES ☑ NO	Units
340 Cover Crops		Ecological Practice:	☑ YES ☐ NO	50 acres
	re technical expertise and have review and that the estimated quantities and Technical Assistance Provider			
	ed for Financial Assistance	ng for financial assistance, tot	al not to exceed a rate of:	\$40/acre/year
Nate .	Authorized Signature			Total Amount Authorized
9/20122	- Lew He	kı—		\$6,000.00
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General Information

Organization:	Contract Number:	Other state or non-state funds?	Amendment	Canceled
Wabasha SWCD	23-Capacity-3	YES NO	Board Meeting Date(s):	Board Meeting Date(s):

Applicant

Land Occupier Name	Address	City/State	Zip code
Jeff Wiskow	40377 County Road 75	Goodhue, MN	55027

^{*} 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
Chester	110	14	3, 1	SW1/4 Sec. 3 and E1/2 SE1/3 Sec. 1

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:

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0.40			
1.340 0	Cover Crop, single species		
10 10 3	sovor Grop, arrigio apadido		
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- 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

- 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.

Land Occupier					
-30-2. Ar	le Mul				
	different from applicant				
Address, if diffe	erent from applicant information:				
nservation Pra	ation				
		340 Cover Crops			
ole Component Standard 8	• • • • • • • • • • • • • • • • •	Engineered Practice:	YES	✓ NO	Total Project Cost Estimate
	340 Cover Crops				\$4,500.00
	340 COVEL CLODS	- 4 40 4 - 040000			
ive the appropriat	ment and Cost Estimate e technical expertise and have review and that the estimated quantities an	d costs are practical and rea		ctice is to b	
ave the appropriated find it is needed $\frac{1}{30}$ / $\frac{7}{57}$	ment and Cost Estimate e technical expertise and have review and that the estimated quantities an Technical Assistance Provider A A	wed the site where the about	/e-listed pra	**	
ave the appropriated find it is needed 1/30/7074	ment and Cost Estimate e technical expertise and have review and that the estimated quantities and Technical Assistance Provider A A seed for Financial Assistance	wed the site where the aboved costs are practical and real	ve-listed pra asonable.	ctice is to b	pe installed
ave the appropriated find it is needed 1/30/7074	ment and Cost Estimate e technical expertise and have review and that the estimated quantities an Technical Assistance Provider A A	wed the site where the aboved costs are practical and real	ve-listed pra asonable.	ctice is to b	pe installed
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ave the appropriated find it is needed 1/30/7074 mount Authorize The organization book Amount	ment and Cost Estimate e technical expertise and have review and that the estimated quantities an Technical Assistance Provider A A Red for Financial Assistance pard or council has authorized the fo	wed the site where the above docosts are practical and real costs are practical assistant costs are program Name	ve-listed pra asonable. nce, total no	t to exceed	l a rate of: \$45/ac Fiscal Year
ave the appropriated find it is needed 1/30/7074 mount Authorize The organization book Amount \$4,500.00	ment and Cost Estimate e technical expertise and have review and that the estimated quantities an Technical Assistance Provider And Assistance Dard or council has authorized the for 2023 Capacity Authorized Signature	wed the site where the above the costs are practical and reserved.	ve-listed pra asonable. nce, total no	t to exceed	l a rate of: \$45/ac Fiscal Year 2023

General Information

Organization:	Contract Number:	Other state or non-state funds?	Amendment	Canceled
Wabasha SWCD	23-Capacity-4	☐ 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
JOHN EVERSMAN	20819 595TH ST	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
HIGHLAND	109	11	13	E 1/2 SW1/4

Contract Information

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- 2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
- 3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
- 4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

340 Cover	Crops - 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

- 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.

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onservation Pr	actice			
e primary practice f		COVER CROPS		Total Project Cost Estimate
ible component standart	a de Name	Engineered Practice:	YES V NO	Total Project cost estimate
	340 COVER CROPS	Ecological Practice:	✓ YES NO	\$1,687.50
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mount Author The organization I \$0.80	ized for Financial Assistance board or council has authorized the follow Soil Health Cost Share	ists are practical and re	asonable.	a rate of: \$45/ac Fiscal Year 2023
mount Author Amount \$0.80 \$268.96	ized for Financial Assistance board or council has authorized the follow Soil Health Cost Share 2022 SWCD Local Capacity	ists are practical and re	asonable.	a rate of: \$45/ac Fiscal Year 2023 2022
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	Contract Numbers	Other state or	E ASSISTANCE C	
Wabasha SWCD	23-Capacity-5	non-state funds?	Amendment Board Meeting Date(s):	Canceled Board Meeting Date(s):
contract amended, attach amendmen pplicant	t form(s) to this contract.			
Occupier Name				
- sephici lestille				
n Harvey	Address 28751 (28751 to by the group spokesperson as designated in the	Co Rd 33	City/State Lake City, M	Zip code N 55041

Contract Information

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340 Cover Crops

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Applicant Signatures

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- 2. the practice.
- Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
- Not accept any other state or federal funds for this practice.

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ligible Component Standard	340 COVER CROPS	340 COVER CROPS Engineered Practice: Ecological Practice:	YES NO	rial Project Cost Estimate
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General Information

Organization:	17.5	Contract Number:	Other state or non-state funds?	Amendment	Canceled
Wabasha SWCD		24-CC-7	☐ YES ☑ NO	Board Meeting Date(s):	Board Meeting Date(s):
*If contract amended, att	ach amendment form(s) to	this contract.		-	
A					

Applicant

Land Occupier Name	Address	City/State	Zip code
Mark Lehnertz	21077 595th St	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
Greenfield	110	9	31,36	S1/2 NW1/4 and N1/2 N1/2 NE1/4

Contract Information

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- condition to increase the cost-share payments.

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Applicant Signatures

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onservation Pra			1	
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ible Component Standard &	Name	Engineered Practice:	YES NO	Total Project Cost Estimate
	340 Cover Crops	Ecological Practice:	✓ YES NO	\$4,065.00
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General Information

Organization: Wabasha SWCD	Contract Number:	Other state or non-state funds? YES NO	Amendment Board Meeting Date(s):	Canceled Board Meeting Date(s):
*If contract amended, attach amendment form(s) to	this contract.			
Applicant				
Land Occupier Name	Address		City/State	Zip code
MARK MEYERS	57545	260TH AVE	PLAINVIEW, MN	55964
* If a group contract, this must be filed and signed by the group	up spokesperson as designated in	the group agreement and the group agre	eement attached to this form.	

Conservation Practice Location

Township Name:	Township No:	Range No.:	Section No.	1/4,1/4
OAKWOOD	25109	12	25	E1/2 NE1/4

Contract Information

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	340 COVER CROPS - SINGLE SPECIES
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Applicant Signatures

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	340 COVER CROPS	Ecological Practice:	✓ YES □ NO	\$1,089.00
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General Information

Organization:	Contract Number:	Other state or non-state funds?	Amendment	Canceled
Wabasha SWCD	24-CC-9	☐ YES ☑ NO	Board Meeting Date(s):	Board Meeting Date(s):

Applicant

Land Occupier Name	Address	City/State	Zip code
COOKS VALLEY FARM LLC	64425 WEST CO RD 19	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	W1/2 SW/14

Contract Information

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340 COVER CROPS - SINGLE SPECIES	

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	ferent from applicant information 127 W.		el 19 Kelloss	, MJ SS945	
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General Information

Organization:	Contract Number:	Other state or non-state funds?	Amendment	Canceled
Wabasha SWCD	24-CC-10	☐ YES ☑ NO	Board Meeting Date(s):	Board Meeting Date(s):

Applicant

Land Occupier Name	Address	City/State	Zip code
BLUFF VALLEY FARM LLC	61519 390th Ave	ZUMBRO FALLS, MN	55991

^{*} 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
MAZEPPA	109	14	1	N1/2 NW1/4

Contract Information

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(24 Address, # different	19 390th Ave	20	mbro Falls	MN 559	91
nservation Practi	ice hich cost-share is requested is	340 CO'	VER CROPS		
ble Component Standard & Na			Engineered Practice:	YES VNO	Total Project Cost Estimate
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General Information

Organization:	Contract Number:	Other state or non-state funds?	Amendment	Canceled
Wabasha SWCD	24-CC-11	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
JARY HOLST	20501 590TH ST	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
HIGHLAND, WATOPA	109	11, 10	13, 18	SE 1/4 and SW1/4

Contract Information

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	340 COVER CROPS	Ecological Practice:	✓ YES 🔲 I	NO \$925.00
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nve the appropria d find it is needed of 15/2024 nount Authori he organization b	and that the estimated quantities are revised for Financial Assistance	and costs are practical and real and re	asonable.	exceed a rate of: \$50/AC
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ave the appropria d find it is needed O 1 5 / 2024 mount Authori The organization b	Technical expertise and have revial and that the estimated quantities and that the estimated quantities are reconstructed and that the estimated quantities are reconstructed.	and costs are practical and real and re	asonable.	exceed a rate of: \$50/AC Fiscal Year
ave the appropria d find it is needed O 1 5 / 2024 mount Authori The organization b	and that the estimated quantities and that the estimated quantities are revised for Financial Assistance poard or council has authorized the 2024 Conservation Contracts Authorized Signature	and costs are practical and real and re	asonable.	exceed a rate of: \$50/AC Fiscal Year

General Information

Organization:	Contract Number:	Other state or non-state funds?	Amendment	Canceled
Wabasha SWCD	23-CWF-WIC-5	☐ YES	Board Meeting Date(s):	Board Meeting Date(s):

Applicant

Land Occupier Name	Address	City/State	Zip code
John Eversman	20819 595TH ST	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
HIGHLAND	109	11	13	E1/2 SW1/4

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:

cels) must be planned and installed in accordance with technical standards and specifications of the:	
340 COVER CROPS	

- 5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
- 6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/1/2024, this contract will be automatically terminated on that date.
- 7. Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

- 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.

Shieles Co	In Everomor			
tandowner if diff	erent from applicant			
Address, if differe	nt from applicant information:			
nservation Prac	tice			
primary practice for vole Component Standard & N		COVER CROPS		Total Project Cost Estimate
ne component standard & r	ame	Engineered Practice:	YES VNO	rotal Project Cost Estimate
	340 COVER CROPS	Ecological Practice:	✓ YES NO	\$2,011.50
ave the appropriate d find it is needed ar	ent and Cost Estimate technical expertise and have reviewed and that the estimated quantities and c		•	e installed
ave the appropriate	technical expertise and have reviewed		•	e installed
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ave the appropriate d find it is needed an /パーフのみ nount Authorize he organization boa	technical expertise and have reviewed and that the estimated quantities and conference of the following state of t	ving for financial assistan	asonable.	a rate of: \$45/ac
ave the appropriate d find it is needed and it is needed	technical expertise and have reviewed that the estimated quantities and conference of the following process of the follow	ving for financial assistan	asonable.	a rate of: \$45/ac Fiscal Year
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ave the appropriate d find it is needed and it is needed	rechnical expertise and have reviewed and that the estimated quantities and control of the following of the	ving for financial assistan	nce, total not to exceed	a rate of: \$45/ac Fiscal Year

General Information

Organization:	Contract Number:	Other state or non-state funds?	Amendment	Canceled
Wabasha SWCD	23-SHCS-5	☐ YES	Board Meeting Date(s):	Board Meeting Date(s):

Applicant

Land Occupier Name	Address	City/State	Zip code
RACHEL WALKES	25089 COUNTY RD 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
PLAINVIEW	108	11	20	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:

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- 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:

ŀ	340	COVER	CROPS	

- 5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
- 6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/1/2024, this contract will be automatically terminated on that date.
- 7. Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

- 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.

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Address, if d	ifferent from applicant information:			
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onservation Pr	or which cost-share is requested is	340 COVER CROPS		
gible Component Standard	& Name	Engineered Practice:	☐ YES ☑ NO	Total Project Cost Estimate
nave the appropriand find it is needed	sment and Cost Estimate ate technical expertise and have revied and that the estimated quantities a	nd costs are practical and re		\$4,470.00 e installed
have the appropriate of the last section of th	sment and Cost Estimate ate technical expertise and have revie I and that the estimated quantities a	ewed the site where the abound costs are practical and re	ve-listed practice is to be asonable.	e installed
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General Information

Wabasha SWCD 2024WAGZ-WC- 16 YES NO Board Meeting Date(s): Board Meeting Date(s):	Organization:	Contract Number:	Other state or non-state funds?	Amendment	Canceled
	Wabasha SWCD		☐ YES	Board Meeting Date(s):	Board Meeting Date(s):

Applicant

Land Occupier Name	Address	City/State	Zip code
Kurt Schnell	65131 County Rd 68	Lake City, MN	55041

^{*} 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
Chester	110	14	14, 15	EI/2 SWI/4 14:S1/2 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:

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- Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
- If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
- 4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

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- 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.
- 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 11/1/204, 11/1/2025, this contract will be automatically terminated on that date.
- Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

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

ate Land Occupier 9-30 20 My	2 Shill			
Land@wner, if different	rent from applicant t from applicant information:			
	hich cost-share is requested is 340 Co	over Crop		
ligible Component Standard & Na	me	Engineered Practice:	☐ YES ✓ NO	Total Project Cost Estimate
	340 Cover Crop	Ecological Practice:	✓ YES NO	\$7,110.00
	d for Financial Assistance d or council has authorized the followin	g for financial assistar	nce, total not to exceed	a rate of: \$45/ac
Amount	Program Name			Fiscal Year
\$7,110.00	Watershed Alliance for the Greater Zui	mbro		2024
ate	Authorized Signature			Total Amount Authorized

General Information Organization:	Contract Number	TIVES		Amendment Board Meeting Date(s):		Board Meeting Date(s):	
Wabasha SWCD	2024WAGZ- WC-17		Z- I NO				
If contract amended, attach amendment for	orm(s) to this contract.			City/State		Zip code	
Applicant		Address				55041	
nd Occupier Name		27170 661	7170 661st St Lake City, MN		ity, IMN		
a group contract, this must be filed and signed by the group spokesperson		a seed to the group	n agreement and the group ag	reement attached to this	form		
a group contract, this must be filed and signed b	y the group spokesperson as des	agratica in the grown				1/4,1/4	
onservation Practice	Location		Township No:	Range No.:	Section No.		
vnship Name:			110	11	7, 18	S1/2 SW1/4 and NW 1/	

I (we), the undersigned, do hereby request cost share assistance to help defray the cost of installing the following practice(s) listed on

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

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

340 Cover Crops, single species	e(s) must be planned and installed in acc	COLOGNICE WICH	CCITITICAL STA	11001030110	Pedilidadio	
	340 Cover Crops, single species					
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Applicant Signatures

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- Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
- Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
- Not accept any other state or federal funds for this practice.

	englete Scotch Prairie			
Landow K	ner, if different from applicant	ter		
Address,	if different from applicant	01 (1)	Soto Mal	55024
	5 444 108.2	ST. W	0	
onservation Pr	actice			
	for which cost-share is requested is	340 Cover Crops Engineered Practice:	YES VO	Total Project Cost Estimate
iole component our		Engineered Practice		
			Dure Duo	\$4,500.00
ve the approprial find it is needed		Ecological Practice: ewed the site where the abound costs are practical and re	✓ YES NO NO Ve-listed practice is to be asonable.	
ount Authorize organization bo	ment and Cost Estimate te technical expertise and have revie and that the estimated quantities ar	ewed the site where the about costs are practical and re	ve-listed practice is to be asonable.	installed a rate of: \$45/ac
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General Information

Organization:	Contract Number:	Other state or non-state funds?	Amendment	Canceled
Wabasha SWCD	2024WAGZ-WC- 18		Board Meeting Date(s):	Board Meeting Date(s):
*If contract amended, attach amendmen	t form(s) to this contract.		•	
Applicant				
Land Occupier Name	Address		City/State	Zip code
Larry Mischke	62156	258th Ave	Theilman, MN	55945

Conservation Practice Location

Township Name:	Township No:	Range No.:	Section No.	1/4,1/4
West Albany	110	12	36	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:

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- 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:

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II340 Cover Crops	single species	
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- 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.
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Applicant Signatures

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- 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.

fig 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.

Land Occupier	Larry Miss	lle		
	ent from applicant information			
onservation Prace or primary practice for		40 Cover Crop		5)
gible Component Standard &	Name	Engineered Practice:	YES VNO	Total Project Cost Estimate
	240 Cover Crem			
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FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization:	Contract Number:	Other state or non-state funds?	Amendment	Canceled
Wabasha SWCD	2024WAGZ-WC- 19		Board Meeting Date(s):	Board Meeting Date(s):

Applicant

Land Occupier Name	Address	City/State	Zip code
Scott Sexton	30251 615th St	Millville, MN	55957

^{*} 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
Oakwood	109	12	5, 8	NE1/4 SW1/4 and W1/2 NW1/4 NE 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:

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

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- 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.

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DON Address, if differen	SEXTON TRUST Int from applicant information:	Du Litto	
101/24 2949	3 615th St. MILLI	MUE MN 55957	
Onservation Pract e primary practice for with the Component Standard & N.	tice which cost-share is requested is 340	Cover Crops	
	240.0	Engineered Practice: YES V NO	otal Project Cost Estimate
	340 Cover Crops	Ecological Practice: YES NO	\$1,140.00
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of find it is needed and only on the organization board	technical expertise and have reviewed that the estimated quantities and confectorical Assistance Provider I for Financial Assistance dor council has authorized the following the council has a the	ng for financial assistance, total not to exceed a	
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nount Authorized he organization board	technical expertise and have reviewed that the estimated quantities and confectorical Assistance Provider I for Financial Assistance dor council has authorized the following the council has a the	ing for financial assistance, total not to exceed a	rate of: \$50/ac
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FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization:	Contract Number:	Other state or non-state funds?	Amendment	Canceled
Wabasha SWCD	2024WAGZ-WC- 20		Board Meeting Date(s):	Board Meeting Date(s):

Applicant

Land Occupier Name	Address	City/State	Zip code
Scott Sexton	30251 615th St	Millville, MN	55957

^{*} 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
West Albany, Oakwood	110, 109	12	33, 5	E1/2 SW1/4 and SW1/4 SW1/4 NE1/4

Contract Information

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- 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:

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- 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.

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FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization:	Contract Number:	Other state or non-state funds?	Amendment	Canceled
Wabasha SWCD	2024WinLac- WAB-007	☐ YES	Board Meeting Date(s):	Board Meeting Date(s):

Applicant

Land Occupier Name	Address	City/State	Zip code
Roger Walkes	25089 County Rd 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
PLAINVIEW	108	11	19	W1/2 SE1/4

Contract Information

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- 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 plai	nned and installe	d in accordance wi	th technica	l standards and	specifications of the:
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- 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.
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- Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier's signature indicates agreement to:

- Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
- Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of 2.
- 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.

Land Occupier	Roger N.J.	alkes		
	ifferent from applicant rent from applicant information:			
onservation Practice for		340 COVER CROPS		
gible Component Standard &	Name	Engineered Practice:	YES VNO	Total Project Cost Estimate
	340 COVER CROPS	Ecological Practice:	✓ YES □ NO	\$1,440.00
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FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization:	Contract Number:	Other state or non-state funds?	Amendment	Canceled
Wabasha SWCD	20 - mmowe - 14	I I I YES I	Board Meeting Date(s):	Board Meeting Date(s):

Applicant

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Land Occupier Name	Address	City/State	Zip code
Kent Crary	25950 512th St.	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, Plainview	108	12, 11	25, 30	E1/2 and W1/2

Contract Information

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Applicant Signatures

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onservation Pra				
e primary practice for tible Component Standard &		Cover Crops Engineered Practice	YES NO	Total Project Cost Estimate
	340 Cover Crops	Ecological Practice	☑ YES ☐ NO	\$4,335.00
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mount Authoriz	ed for Financial Assistance and or council has authorized the follo	wing for financial assist.	ance, total not to exceed	a rate of \$50/ac
Amount		Program Name		Fiscal Year
\$4,335 00	Whitewater Drinking Water Protec	tion Grant		2024
tr	Author ted Signature			Total Amount Authorized
9/30/202	I Lew Refers	per board re	siloh-	\$4,335.00

Basmusson Enna PPAC (ALS PN)

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Monday, September 23: 2024 8 43:25 AH

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Use caution before clicking links or opening attachments
Please send any concerns or suspicious messages to: Spain Abuseia usda gos

Contract Information

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340 Cover Crops

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- 4. Not accept any other state or federal funds for this practice

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Conservation Practice

	The primary practice for which cost-share is requested is 3	40 Cover Crops		
ĺ	Eligible Component Standard & Name			Total Project Cost Estimate
Ì		Engineered Prail title	YES ! NO	
l	340 Cover Crops			\$4,335.00
l	340 Cover Crops	. Ecological Practice	YES NO	\$4,333.00
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Technical Assessment and Cost Estimate

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

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Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of \$50/ac

Amount	Program Name	Fiscal Year
\$4,335 00	Whitewater Drinking Water Protection Grant	2024

Authorized Signisture	1 tel A rount Authorized
	\$4,335.00

Sent from my iPhone Let me know if this works, thanks

On Aug 20, 2024, at 1:12 PM, Rasmusson, Jenna - FPAC-NRCS, MN < Jenna Rasmusson@min.nacdnet.net= wrote:

Hilsaac,

This is Jenna Rasmusson from the Wabasha SWCD. Last year, your renter, Kent Crary, enrolled in one of our cost share programs for cover crops. He is eligible again this year and has started the contracting process. For these contracts, we require a landowner signature on the second page (just below his signature). Would you be willing to sign that again this year?

I've attached it for your review. If possible, it would be great to get a signature in pen and have you scan it back to me (a photo would work fine too). Please let me know if you have any questions. I can be reached at this email or give me a call at 651-560-2051.

Thank you, Jenna

Jenna Rasmusson
Conservation Planning and Outreach Technician Wabasna SWCD (651) 560-2051 <image001.png>

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

Crary.Kent_20-WWDWP-14_Cover Crop Contract pdf

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization:	Contract Number:	Other state or non-state funds?	Amendment	Canceled
Wabasha SWCD	20-WWDWP-18	☐ YEŞ	Board Meeting Date(s):	Board Meeting Date(s):

Applicant

Land Occupier Name	Address	City/State	Zip code
Roger Walkes	25089 County Rd 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
PLAINVIEW	108	11	19, 29	W1/2 SE1/4 and NW1/4

Contract Information

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te Land Occupier	oger Ma	Ohes		
	ent from applicant information:			
onservation Practice for the primary practice	tice which cost-share is requested is	340 COVER CROPS		
gible Component Standard & f	Name	Engineered Practice:	YES NO	Total Project Cost Estimate
	340 COVER CROPS	Ecological Practice:	✓ YES NO	\$3,560.00
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FY 2023 STATE OF MINNESOTA BOARD OF WATER and SOIL RESOURCES 2022/2023 SWCD Programs and Operations Grants - Wabasha SWCD GRANT AMENDMENT

Grant Agreement Start Date:	11/19/2021
Original Grant Agreement Expiration Date:	12/31/2024
Original Agreement Amount:	\$70,040.00

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

Recitals

1. The Board has a Grant Agreement with the Grantee identified as the **2022/2023 SWCD Programs and Operations Grants - Wabasha SWCD**, PO # 3000013754, for the following grants:

Grant ID	Grant Title	Previous Expiration Date	Amended Expiration Date	Previous Award Amount	Amended Award Amount
P22-5561	2022 - Conservation Delivery (Wabasha SWCD)	12/31/2024		\$19,619.00	
P23-5651	2023 - Conservation Delivery (Wabasha SWCD)	12/31/2024		\$19,619.00	
P22-5741	2022 - State Cost-Share Fund (Wabasha SWCD)	12/31/2024		\$15,401.00	
P23-5831	2023 - State Cost-Share Fund (Wabasha SWCD)	12/31/2024	12/31/2025	\$15,401.00	

- 2. The Wabasha SWCD requests an extension for 2023 State Cost-Share Fund (Wabasha SWCD) to December 31, 2025 for the purpose of allowing additional time for an encumbered project to be completed in 2025.
- 3. Grant reporting must be completed by February 1, 2026 or within 30 days of work completion, whichever comes first.
- 4. The Board and Soil and Water Conservation District are willing to amend the Original Contract as stated below.

Contract Amendment

REVISION 1. 1. Term of Grant Agreement

1.2 EXPIRATION DATE: is amended as follows:

December 31, 2024 <u>December 31, 2025</u>, or until all obligations have been satisfactorily fulfilled, whichever comes first.

REVISION 2. 2. Grantee's Duties

2.2.3 Final Progress Report: is amended as follows:

The Grantee will submit a final progress report to the Board by February 1, 2025), February 1, 2026, or within 30 days of completion of the Project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

Except as amended herein, the terms and conditions of the Original Grant Agreement remain in full force and effect.

APPRO	JVED:			
Wab	pasha SWCD	1	Board of Water and Soil Resources	
Ву:	Terri Peters	Ву: _	Marcey Westrick	
•	tim futurs 821C273FB7D44A5	, -	Marcy Westrick	
	(signature)	•	(signature)	
Title: _	District Manager	Title:	Central Region Manager	
	10/3/2024		10/4/2024	
Date:		Date:		



FY 2025 STATE OF MINNESOTA BOARD OF WATER and SOIL RESOURCES BUFFER IMPLEMENTATION GRANTS PROGRAM GRANT AGREEMENT

Vendor:	0000205683
PO#:	3000017860

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 B, Wabasha MN 55981 (Grantee).

Grant ID	Grant Title	Awarded Amt
P25-0650	2025 - Buffer Law (Wabasha SWCD)	\$20,000.00

Total Grant Awarded: \$20,000.00

Recitals

- 1. The Laws of Minnesota 2023, Regular Session, Chapter 40, Article 2, Section 6(e) appropriated funds to the Board for the FY 2025 Buffer Implementation Grants.
- 2. The Board adopted Board Order #23-53 to authorize and allocate funds for the FY 2025 Buffer Implementation Grants.
- 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 10B

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 fully expending funds, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

3. **Time.**

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

4. Terms of Payment.

- 4.1. All grant funds will be distributed in one installment promptly after the execution of the Grant Agreement.
- 4.2. All costs must be incurred within the grant period. All incurred costs should be calculated or determined before the final report is completed or returning funds.
- 4.3. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. Once final reporting has been completed funds may not be re-requested as funds may not be available.
- 4.5. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.6. This grant is an advance payment. Advance payments allow the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. Conditions of Payment.

All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, 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, Work Plan Revisions, 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
By:	Terri Peters	Ву: _	Marcey Westrick
Бy.	Terri Peters		Marcy Westrick
	821C273FB7D44A5 (signature)	-	671258A0Š8F246D (signature)

Title:	District Manager	Central Region Manager Title:	
	9/19/2024	10/21/2024	
Date: _		Date:	

Program Requirements: Buffer Implementation Grant Program

Eligible Activities

Eligible activities include assistance to support drainage system mapping and map review, landowner outreach, landowner technical and financial assistance, equipment purchases, and other buffer law implementation activities. Grantee will follow Minn. Stat. § 103F.48

Requirements for Implementing Conservation Projects

- Effective Life. The effective lifespan of projects must be defined by current and acceptable design standards or criteria for no less than 5 years. The beginning date for a practice's effective life is the same date final payment is approved and the project is considered complete.
- 2. Project Assurances. The grantee must provide assurances that installed conservation practices and projects meet the purposes of the grant program, will remain in place for the lifespan expected based on the standard or professionally accepted practice, and will provide quality benefits for which they were designed. Such assurances may include easements, deed recordings, enforceable contracts, performance bonds, letters of credit, and termination or performance penalties. BWSR may allow replacement of a practice or project that does not comply with expected lifespan requirements with a practice or project that provides equivalent benefits.
- 3. **Operation, Maintenance, and Inspections.** All practice designs must include identification of operation and maintenance activities specific to the installed practices. An <u>operation and maintenance</u> plan is critical to ongoing performance of installed practices as well as to planning and scheduling those activities and must be prepared by designated technical staff for the life of the practice. An inspection schedule, procedure, and assured access to the practice site shall be included in the project file as a component of maintaining the effectiveness of the practice.
- 4. **Permitting.** The grantee is responsible for obtaining and complying with all permits necessary to execute the project. If applicable, grantee will be required to provide sufficient documentation prior to work plan approval that the project expects to receive or has received all necessary federal, state, and local permits and meets all water quality rules, including those that apply to the utilization of an existing water body as a water quality treatment device.

Implementing Contracts with Land Occupiers

Grantee will follow requirements found within the Fiscal Year 2025 <u>Grants Administration Manual</u> (GAM) Chapter: Implementing Contracts with Land Occupiers.

Grant Management and Reporting

Eligible activities include local grant administration, management, and reporting that are directly related to and necessary for implementing the project or activity associated with the grant. Grantee is required to report on the outcomes, activities, and accomplishments in eLINK. Funding is provided through the Clean Water Fund, making these grants subject to all Clean Water Fund reporting requirements, including use of the Legacy logo where applicable and practicable. If staff time will be used under this grant, grantee will use the Rates and Hours tool in eLINK to enter the estimated Full Time Equivalent (FTE) employees funded through this grant.

Wabasha Soil and Water Conservation District Regular Board Meeting September 26, 2024 8:15 am (New SWCD Office) 611 Broadway Ave. Suite 10B

CALL MEETING TO ORDER

Lynn Zabel, Chair called meeting to order at 8:24 am

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

Treasurer, Seth Tentis, Member

Staff Present: Terri Peters, District Manager

Others Present: Christina Taylor, NRCS, Frank Klennert, citizen

On the Phone: Bob Walkes, County Commissioner, Sheila Harmes, Winona County

Water Planner, Whitewater Watershed Project Coordinator, Sue Cerwinske,

Bookkeeper/Administrative Assistant.

II. PLEDGE ALLEGIANCE

III. AGENDA

Motioned by Klennert and seconded by Ross to approve The Agenda as presented with one change. Take the deletion of Letter O. in Consent Agenda.

Affirmative: Ross, Klennert, Tentis, Zabel

Opposed: None Motion Carried

IV. PUBLIC COMMENTS

Comments limited to 5 minutes per speaker

V. CONSENT AGENDA -Board Action

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

- A. Signed Budget Increase for AgBMP, \$300,000.00. Amendment to Attachment A between MN Dept of Agriculture and Wabasha SWCD AgBMP Loan Program Multiple Lender System Agreement #M7717.
- B. Johannah E. Schmitz Voucher payment for Contract# 24-SDWGPh2 -1 in the amount of \$949.78 for a Reverse Osmosis Water Treatment System. (Funding source – FY24 Safe Drinking Water Phase 2)
- C. Ben Klein Contract# 20-WWDWP-10 in the amount of \$4,800.00 for Practice 340 Cover Crops. One year Install by date 11/1/2024. (Funding source – FY20 Whitewater Drinking Water Protection)
- D. Ben Klein Contract# 20-WWDWP-11 in the amount of \$240.00 for Practice 340 Cover Crops. One year Install by date 11/1/2024.
 (Funding source FY20 Whitewater Drinking Water Protection)

- E. Eric Klein Contract# 20-WWDWP-12 in the amount of \$2,405.00 for Practice 340 Cover Crops. One year Install by date 11/1/2024. (Funding source – FY20 Whitewater Drinking Water Protection)
- F. Eric Klein Contract# 20-WWDWP-13 in the amount of \$1,038.00 for Practice 340 Cover Crops. One year Install by date 11/1/2024.
 (Funding source FY20 Whitewater Drinking Water Protection)
- G. Chuck Fick Contract# 23-CS-4 in the amount of \$1,912.50 for Practice 340 Cover Crops. One year Install by date 11/1/2024.
 (Funding source FY23 State Cost Share)
- H. Dan Wagner Contract # 2024WAGZ-WC-11 in the amount of \$4,500.00 for Practice 340 Cover Crops. One year – Install by date 11/1/2024. (Funding source – FY24 WAGZ – (Watershed Alliance for the Greater Zumbro)
- Meyer's Seeds Contract# 2024WAGZ-WC-12 in the amount of \$2,110.50 for Practice 340 Cover Crops. One year – Install by date 11/1/2024.
 (Funding source – FY24 WAGZ – (Watershed Alliance for the Greater Zumbro)
- J. Larry Gates Voucher for Contract# 23-SHCS-2 in the amount of \$2,000.00 for 1st year of Practice 340 Cover Crops.
 (Funding sources FY23 Soil Health-Cost Share)
- K. Chuck Fick Voucher payment for Contract# 23-CS-4 in the amount of \$1,912.50 for Practice 340 Cover Crops. (Funding source – FY23 State Cost Share)
- L. Justin Nooker Driftless Guardians, LLC Contract for Services Agreement with Wabasha SWCD to provide technical assistance to private land owners. Contract with the MN DNR- WinLaC 1W1P Forestry Implementation.
- M. Dave Hager Voucher payment for Contract 24-CC-1 in the amount of \$300.00 for Practice 314 Brush Management. (Funding source – FY24 Conservation Contracts)
- N. Hyde Park Holsteins AgBMP Loan application in the amount of \$155,000.00 for a Mono Slope Heifer Facility to house heifers 3 to 6 month of age. Will have covered manure storage. Improving water quality.
- Jesse Polson AgBMP Loan application in the amount of \$5,000.00 for a 3 pt Back Blade to construct and maintain waterways. Direct run off.
- P. Lisa Klein AgBMP Loan application in the amount of \$20,000.00 for a Guidance system for cultivator to give more accurate mechanical weed control versus spraying.
- Q. Reiter Living Trust (William Reiter) Contract# 20-WWDWP-17 in the amount of \$1,550.00 for Practice 340 Cover Crops. One year - Install by date 11/1/2024. (Funding source – FY20 Whitewater Drinking Water Protection)
- R. Silver Spirit Farm LLC Contract# 2024WinLac-Wab-003 in the amount of \$1,500.00 for Practice 340 Cover Crops. One year Install by date 11/1/2024. (Funding source FY24 WinLac Partnership)
- S. Mike Rahman Contract# 23-CS-3 in the amount of \$1,670.00 for Practice 340 Cover Crops. One year Install by date 11/1/2024. (Funding source – FY23 State Cost Share)

T. Chad Schumacher Voucher payment for Contract# 2022WAGZ-WC-11 in the amount of \$4,000.00 for Practice 340 Cover Crops – 3rd and final year.

(Funding source - FY22 WAGZ)

Motioned by Klennert and seconded by Ross to approve the Consent Agenda with deletion of Letter O.

Affirmative: Ross, Klennert, Tentis, Zabel

Opposed: None Motion Carried

VI. SECRETARY'S REPORT - Board Action

A. August 22, 2024 Meeting Minutes

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

Affirmative: Ross, Klennert, Tentis, Zabel

Opposed: None Motion Carried

VII. TREASURER'S REPORT - Board Action

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

The full spreadsheet was sent to the board in advance

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

Affirmative: Ross, Klennert, Tentis, Zable

Opposed: None Motion Carried

VIII. PAYMENT OF MONTHLY BILLS

A. Monthly Bills in the amount of \$48,209.50-Board Action

Motioned by Klennert and seconded by Ross to approve Payment of the Monthly Bills in the amount of \$48,209.50.

Affirmative: Ross, Klennert, Tentis, Zabel

Opposed: None Motion Carried

IX. DISTRICT REPORTS

- A. Chair Report Lynn Zabel
- B. County Commissioner Bob Walkes

Budget approved 5% levy increase. \$131,000 for SWCD.

Big increase for Health insurance 28.5%

City of Zumbro Falls, mail in ballots only. Sent them misprinted ballots that will be discarded when returned and will work on correcting for general election.

- C. District Manager Report Terri Peters

 Moving more from old office to new location

 New staff Deanna and Elia AmeriCorps member.

 Helped organize Agroforestry Institute. Deanna and Katelyn attended training.

 Meeting with MDA, talk about EPA petitions, action

 Olmsted has contract for Osmosis Systems

 Meeting with EPA talked about inspections they are doing.

 Permits with feedlots could get an inspection visit
- 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 -
- G. Natural Resources Technician Report-Katelyn Abts In the packet
- H. Soil Health/Nutrient Management Tech Report Deanna Pomije In the packet
- 1. Bookkeeper/Administrative Assistant Report -Sue Cerwinske In the packet
- J. BWSR Report -
- K. Other agencies Sheila report with Board report for WinLaC

Ella talked about her projects she will be working on and Deanna talked about what she will be working on.

X. OLD BUSINESS

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

XI. NEW BUSINESS

A. Approve attendance for the MASWCD Area 7 SWCD Supervisors & Employees Fall Meeting at Jay C. Hormel Nature Center in Austin on October 22, 2024. \$15.00 each. Registration due Oct. 11th—Board Action
Supervisors that are attending add to registration.
Lynn, Sharleen, Frank, Chet and leave open for Seth and Dag Motioned by Ross and seconded by Klennert to approve the attendance for the MASWCD Area 7 SWCD Supervisors & Employees Fall Meeting at Jay C. Hormel Nature Center in Austin on October 22, 2024. Registration \$15.00 each. Affirmative: Ross, Klennert, Tentis, Zabel

Opposed: None Motion Carried

^{**} Terri introduced Ella Jurgerson, AmeriCorps member and Deanna Pomije, Soil Health/Nutrient Management staff to the board.

B. Approve any staff who choose to attend BWSR Academy at Cragun's Conference Center, Brainerd. October 29-31, 2024 Registration due October 4th, Costs \$75.00 per day, per employee. – Board Action Motioned by Klennert and seconded by Ross to approve any staff deemed necessary to attend the BWSR Academy at Cragun's Conference, Brainerd. October 29-31, 2024

Affirmative: Ross, Klennert, Tentis, Zabel

Opposed: None Motion Carried

C. Registration is open for the MASWCD Annual Convention on December 2-4, 2024 at the Double Tree by Hilton in Bloomington, MN.

Registration deadline is November 18, 2024 - Informational/Who will attend-Board Action

Lynn, Sharleen and Frank will attend. Maybe Karen. Terri will register for them. Dag may do his own registering.

Motioned by Klennert and seconded by Ross to approve any staff that would like to attend the MASWCD Annual Convention on December 2-4, 2024 at the Double Tree by Hilton in Bloomington, MN

Affirmative: Ross, Klennert, Tentis, Zabel

Opposed: None Motion Carried

D. Approve Warren Craig Beighley Contract# 23-CS-2 in the amount of \$255.00 for Practice 314 Brush Management – Board Action

(Funding source - FY23 State Cost Share)

Motioned by Klennert and seconded by Ross to approve Warren Craig Beighley Contract# 23-CS-2 in the amount of \$255.00 for Practice 314 Brush Management. Affirmative:

Opposed: None Motion Carried

XII. Board Reports

- A. Whitewater JPB Lynn
- B. Zumbro 1W1P (WAGZ)- Dag

Dag and Jenna both attended the Aug. 29th WAGZ Policy Committee meeting. Dag's report from that meeting is in the packet.

Next meeting is November 7th,

C. WinLaC 1W1P - Lynn

Forestry / RIM setup, volunteers. BMP mapping, St. Mary's University presentation on aerial imagery of waterways, ponds and features to get idea where they are.

Sheila reported that Winona SWCD gave updates on projects and the project area for WinLaC.

Continuous CRP grant for 2025 for WinLaC approved and executed.

FY2025 Watershed Based Implementation funds approved, not executed yet, but will be very soon.

Whitewater – appreciate the work Jenna has been doing recruiting farmers to participate for cover crops.

- D. SE SWCD Technical Support JPB Dag
- E. County Board Meeting Sharleen

F. Upcoming Events:

- i. Monday October 14, 2024, Indigenous Peoples Day Office Closed
- Tuesday October 22, 2024, MASWCD Areal 7 SWCD Supervisors & Employee Fall Meeting at Jay C. Homel Nature Center, Austin, MN
- iii. Wednesday October 23, 2024 Coffee & Conversation at SWCD office.
- iv. Thursday October 24, 2024, Regular Board Meeting
- v. Tuesday Thursday, October 29-31, 2024, BWSR Academy at Cragun's

XIII. Adjourn - Board Action

Motioned by Ross and seconded by Klennert to adjourn the meeting at 9:28 am.

Affirmative: Ross, Klennert, Tentis, Zabel

Opposed: None Motion Carried

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1:24 PM 10/11/24 Cash Basis

Wabasha Soil and Water Conservation District Cash Balances

As of September 30, 2024

	Sep 30, 24
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	176,468.25
Money Market WNB Financial	7,454.85
Peoples State Bank Money Market	330,334.04
Petty Cash	101.09
WNB Financial	37,538.04
Total Checking/Savings	551,896.27
Total Current Assets	551,896.27
TOTAL ASSETS	551,896.27
LIABILITIES & EQUITY	0.00

4:29 PM 10/17/24 Accrual Basis

Wabasha Soil and Water Conservation District Balance Sheet

As of September 30, 2024

	Sep 30, 24
ASSETS	
Current Assets Checking/Savings	
Money Market- Bank of Alma	176,468.25
Money Market WNB Financial	7,454.85
Peoples State Bank Money Market Petty Cash	330,334.04 101.09
WNB Financial	37,538.04
Total Checking/Savings	551,896.27
Accounts Receivable 11000 · Accounts Receivable	16,896.37
Total Accounts Receivable	16,896.37
Total Current Assets	568,792.64
Fixed Assets	
15000 · Furniture and Equipment	
Computer	7,523.00
Laptops for Distrcit Techs (2) Right of Use Asset - Building	3,149.22 94.217.00
Samsung Tablets	1.548.69
15000 · Furniture and Equipment - Other	147,513.54
Total 15000 · Furniture and Equipment	253,951.45
17000 · Accumulated Depreciation	
Accum. Amortization-Building 17000 · Accumulated Depreciation - Other	-34,547.00 -117,761.78
Total 17000 · Accumulated Depreciation	-152,308.78
Total Fixed Assets	101,642.67
Other Assets	
Prepaid Items	
Prepaid Rent	920.43
Prepaid Items - Other	831.25
Total Prepaid Items	1,751.68
Total Other Assets	1,751.68
TOTAL ASSETS	672,186.99
LIABILITIES & EQUITY	
Liabilities Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	21.42
Total Accounts Payable	21.42
Other Current Liabilities Compensated Absences Payable	21,653.68
Deferred Revenue	
FY22 Capacity	6,741.52
FY22 State Cost Share FY23 Buffer Law Implementation	2,116.00 618.25
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
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	651.50

4:29 PM 10/17/24 Accrual Basis

Wabasha Soil and Water Conservation District Balance Sheet

As of September 30, 2024

	Sep 30, 24
FY24 LWM	-2,040.34
FY24 WCA	4,043.32
FY25 BWSR Soil Health Delivery	30,000.00
FY25 Conservation Contracts	18,190.00
FY25 Conservation Delivery	19,619.00
FY25 LWM	19,354.00
FY25 WCA	16,543.00
Total Deferred Revenue	434,318.69
25500 · Sales Tax Payable	656.25
Total Other Current Liabilities	456,628.62
Total Current Liabilities	456,650.04
Long Term Liabilities Long Term Liability Right of Use Asset-Lease Liabil	62,828.00
Total Long Term Liability	62,828.00
•	
Total Long Term Liabilities	62,828.00
Total Liabilities	519,478.04
Equity	
Fund Balance- Unrestricted	201,395.71
Investment in Capital Assets	38,814.67
32000 · Owners Equity	142,198.10
Net Income	-229,699.53
Total Equity	152,708.95
TOTAL LIABILITIES & EQUITY	672,186.99

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

September 2024

	Sep 24	
Ordinary Income/Expense Income		
Charges for Services Truax No-Till Drill Rental Wetlands	200.00 200.00	
Total Charges for Services		400.00
Intergovernmental Revenues State		
MAWQCP State - Other	12,835.82 393.34	
Total State	13,229.16	
Total Intergovernmental Revenues	13	,229.16
Total Income	13	,629.16
Gross Profit	13	,629.16
Expense District Operations Other Services and Charges		
Building Rent Conferences and Conventions	1,650.00 692.07	
Employee Mileage	175.54	
Fees and Dues	15.20	
Internet Expense	91.81 884.89	
Office Move Expenses 2024 Subs. and Pubs.	100.00	
Vehicle Expenses		
Chevrolet Silverado Vehicle Exp Hyundia Tucson Vehicle Expense	253.85 -15.77	
Total Vehicle Expenses	238.08	
Total Other Services and Charges	3,847.59	
Personnel Services		
Employee Salary Permanent Employer HSA contributions Employer Life and Health	27,704.23 750.00	
66000 · Payroll Expenses Employer Life and Health - Other	48.00 7,958.64	
Total Employer Life and Health	8,006.64	
Employer Share FICA	1,690.53	
Employer Share Medicare Employer Share PERA	395.37 2,068.82	
Total Personnel Services	40,615.59	
Supplies Office Supplies	113.10	
Total Supplies	113.10	
Total District Operations	44	,576.28
Project Expenditures State	4 000 00	
FY22-23 WAGZ FY23 SE Landscape - MN DNR	4,000.00 936.47	
FY23 Soil Health-Cost Share	3,912.50	
FY24-FY25 SDW-Phase 2	949.78	
FY24-FY26 DNR Forestry	9,015.92	
FY24 BWSR Soil Health Staffing FY24 Conservation Contracts	4,988.99 300.00	

4:32 PM 10/17/24 Cash Basis

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

September 2024

	Sep 24
FY24 Easement Delivery (RIM) MAWQCP Administration	2.31 16,887.47
Total State	40,993.44
Total Project Expenditures	40,993.44
Total Expense	85,569.72
Net Ordinary Income	-71,940.56
Other Income/Expense Other Income Interest Income	
Interest Earnings MM's	1,005.71
Total Interest Income	1,005.71
Total Other Income	1,005.71
Net Other Income	1,005.71
Net Income	-70,934.85

10/23/24 Cash Basis

Wabasha Soil and Water Conservation District Monthly Bills Listing

October 24, 2024

Type	Date	Num	Name	Memo	Account	Paid Amount
Oct 24, 24						
Liability Check	10/24/2024	-	QuickBooks Payrol! Service	Created by Payroll Service on 10/23/2024	WIREINSTON	0.000
Liability Check	10/24/2024	12151	Auditor/Treasurer of Wabasha County	DOL TESTIVANO C	WNB Financial	-0,927,720
Liability Check	10/24/2024	FF	VSP Vision Care	Vision Line XXX	WANTED TO STATE OF	04.00
Bill Pmt -Check	10/24/2024	12152	Chet Ross	3rd Otr mileane meetings fair interview	WAIR Disposion	304.00
Bill Pmt -Check	10/24/2024	12153	Dag Knudsen-b	3rd Or Milage-meetings SWCD TSA WAGZ	WND Financial	122.00
Bill Pmt -Check	10/24/2024	12154	Deanna Pomile	Agroforestry Microsoffe 365 Line Pass Prescribed Grazino Trainings	WAND Inducted	-120.20
Bill Pmt -Check	10/24/2024	12155	THO .	Internet 10-03 to 11-01-2024	WIND Financial	-301.04
Bill Pml -Check	10/24/2024	10156	instribute of Winone	Sport Oct Notice of 1-01-2024	WIND FINANCIAL	-91.81
Bill Day Check	10/24/2024	1000	look March	Septi-Cot, Newstellers-2200 for mailing To extra	WNB Financial	-1,752.89
	10/24/2024	10121	Jacob Weyer	22-319WIC-1 Final payment for 340 Cover Crops	WNB Financial	-2,000.00
BIII Priit - Crieck	10/24/2024	12158	Jenna Rasmusson	Mileage for Training, Fall meeting and donuts for Cofee & Conversation	WNB Financial	-211.37
Bill Pmt -Check	10/24/2024	12159	Jennifer Wahls-C	DNR-WinLaC Forestry Coordinaton Grant-Sept.	WNB Financial	-6.750.00
Bill Pmt -Check	10/24/2024	12160	Mittel Schule, Inc.		WNB Financial	-1.650.00
Bill Pmt -Check	10/24/2024	12161	Office Depot	Office Supplies	WNB Financial	-BB 94
Bill Pmt -Check	10/24/2024	12162	Olmsted County Public Works	G. Klinger Sept Salary & MAWQCP expenses	WNB Financial	-12 003 94
Bill Pmt -Check	10/24/2024	12163	Olmsted SWCD	3rd atr 2024 MAWQCP expenses	WNB Financial	-370 26
Bill Pmt -Check	10/24/2024	12164	SE SWCD Technical Support JPB	3rd Qtr 2024 MAWQCP Expenses	WNB Financial	-5 706 68
Bill Pmt -Check	10/24/2024	12165	Seth Tentis	3rd Qtr Milage - meetings	WNB Financial	-18.78
Bill Pmt -Check	10/24/2024	12166	Sharleen Klennert-b	3rd Otr Mileage - Meetings, bank strnts	WNB Financial	-112.55
Bill Pmt -Check	10/24/2024	12167	Silver Spirit Farm LLC-a	2024QinLac-Wab-003 Final payment for cover crops	WNB Financial	-1 500 00
Bill Pmt -Check	10/24/2024	12168	Terri Peters (Expenses)	Mileage to Winona Newsletter & Fillmore Nutrient Momt	WNB Financial	-125 29
Bill Pmt -Check	10/24/2024	12169	Wabasha County Highway Department	Sept. gas for Hyundai & Silverado	WNB Financial	-244.28
Oct 24, 24						-52,695.60
						C) 811.24-

74, 118.60

Monthly Report – October 2024

Matt Kempinger

Projects

- Gorman Creek pasture rental communications
- Gorman Creek #3 new project investigation and conversations
- Site investigation for one new feedlot, waste storage project
- RFA for one new streambank project
- Development of project waterway overlapping city water main in Plainview.
- Design work on 3 grade stabilization structures

Others

- 2 WCA enforcement cases
- Reviewed 3 new WCA applications
- Rank upcoming NRCS projects for piggyback
- Lower Zumbro and West Indian Creek outreach for prairie strips
- SWAG water monitoring equipment maintenance and data processing
- General project & contract management
- Answered general resource questions from public and assisted where possible

Monthly Report - October 2024

Jenna Rasmusson

Programs

- Cover Crops Provided technical assistance for cover crop planning in office and in the field. Contacting operators from last year for reenrollment. Assisting new enrollments.
 - Currently managing 52 contracts.
 - o 2,161.9 acres of new contracts
 - Approved contracts. Additional 286 acres pending signatures and contract approval.
 - o 626.1 acres in second-third year (correction from last month's report)
 - More acres are being planted than we can report on because they are not enrolled in our program. Compiling a list to capture these acres from conversations with farmers.
 - Completed 4 cover crop verifications some paid at Whitewater JPB meeting.

Education/Outreach

• Assisted in planning the first Coffee and Conservation meeting at the SWCD office.

Other/Training

• BWSR Soil Health Cohort - started monthly meetings. Cohorts started to help staff gain JAA in a variety of practices.

Katelyn Abts - October Board Report

Programs

Conservation Contracts

• 2 brush management contracts ready for approval

DNR Groundwater Observation Monitoring

• Well level measurement taken from observation well

2024 Well Inventory – MN Department of Health

- Mailing List created for outreach
- 23 possible abandoned wells identified

2024 Private Well Mitigation for SE MN

• Communication with eligible landowners to receive assistance in installing a reverse osmosis filter

WAGZ

1 contract for cost-share on forest stewardship plan ready for approval

Other

Tree Sale

- 2025 tree sale order form ready
- Tree tubes added to order form

Newsletter

- Wrote article about tree sale
- Noxious weed tidbit on Common Reed (Non-native phragmites)

Job approval authority authorized for Brush Management and Windbreak Renovation/Renovation

Report to the Wabasha SWCD Board - October 24, 2024

Deanna Pomije, Soil Health Nutrient Management Specialist

Training:

- Various on-line training in manure management spreadsheet, nutrient management, feedlot officer and soil health.
- Prescribed grazing, forage balance sheet calculations training, 10/1
- Completed on-line and in-person 10/21 cultural resources training as part of the conservation planning courses.

Work Coordination & Meetings:

- Met with MDA staff and other SWCD partners 10/8 to collaborate on getting started on the MDA grant work plan activities, such as manure management grant with a focus on nitrogen in targeted groundwater sensitive areas.
- Met the Ted Mehrkens family in preparation for beginning their comprehensive nutrient management planning with them. As this will be my first plan, I anticipate it may take a bit longer. Will plan to work on this over the winter.
- Cover crop site visit 10/16 with Jenna at John/Joe Eversman and Jacob Meyer.
- Got my permanent laptop computer 10/10 setting up

Outreach & Client Contacts:

- Preparation for our 1st monthly 'Coffee and Conservation' soil health
 - o Flyer & questions prep.
 - o Call producers invitation
 - Fall Nitrogen application restriction map
 - Collaboration on logistics
- Now prepping for a soil table at Klein's 'Moo and Boo' event on 10/26 on their farm looking to get to know folks in this area, one of our high nitrate townships

NRCS WABASHA FIELD OFFICE REPORT

10/24/2024 Christina Taylor Soil Conservationist

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CSP (Conservation Stewardship Program)-No Changes this month

- 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 of the obligated contracts form this FY are IRA funded (\$43,000)
- All 6 applications have been obligated, worth over \$303,000
- 6 Active Contracts will expire in calendar year 2026
- Currently working on certifying practices for FY 24 payments

EQIP (Environmental Quality Incentive Program)-No changes this month

- 34 Applications are in pending status for FY 25
- 11 obligated 2024 contracts worth over \$255,000
- 35 Active contracts, 11 are new for FY 24, 4 will expire in Calendar year 2025
- Currently working on certifying practices for FY 24 payments

CPP-EQIP (Regional Conservation Partnership Program- EQIP)

no applications submitted.

RCPP18 (Regional Conservation Partnership Program)

1 Active contract-Client requested to cancel due policies in place for cover crops

CRP (Conservation Reserve Program)

- 48 FY26 expiring reviews; in progress
- 16-20 reviews for a PIP, practice incentive payment,
- Establishment reviews in progress
- New contracts will be dependent on decisions made regarding the Farm Bill

Most requested technical assistance topic this month has been soil erosion control and prevention. There have been several requests for preliminary visits to discuss grade stabilization structure options, grassed waterways, and basins. Several surveys will start for these potential projects once more corn is harvested.

Buckthorn and other invasive plant removal has also been an important topic.



Minnesota Association of Soil and Water Conservation Districts

100 Empire Drive, Suite 205, St. Paul, MN 55103 | 651-690-9028 | www.maswcd.org

Date: September 30, 2024

To: Minnesota Soil and Water Conservation District Employees

From: MASWCD Staff

Subject: 2024 Resolutions Packet

The 2024 MASWCD resolutions packet is attached for your review and action.

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY.

RESOLUTIONS PACKET:

- This packet is being emailed to SWCD employees. It includes this cover memo, 2024 proposed resolutions, link to the online 2024 ballot, and a sheet tallying votes on the resolutions taken by the MASWCD Resolutions/Policy Committee for informational/advisory purposes.
- MASWCD encourages districts to have an agenda item at your October board meeting to discuss and debate resolutions in advance of supervisors taking votes.

PRE-CONVENTION VOTING PROCESS:

- The link to the online 2024 ballot is here: https://forms.office.com/g/yLaURVzAAL
- SWCD boards should choose whether they want an SWCD staff person to tally their votes and submit online ballots on their behalf, or if they want their five supervisors to individually complete the online ballots.
- Each Supervisor is entitled to submit one ballot. Duplicate ballots will be discarded.
- Contact information from the authoring SWCD is listed on each resolution. Please reach out to those individuals with questions or for more information.
- All ballots must be submitted via the online ballot by **NOVEMBER 1.**

CONVENTION RESOLUTIONS PROCESS FOR 2024:

MASWCD is planning a fully in-person convention at the DoubleTree by Hilton Hotel in Bloomington for Tuesday, December 3 through Wednesday, December 4.

- 1. Resolutions and results of the pre-convention voting will be introduced during the first general session at the convention (Tuesday, December 3).
- 2. Resolutions will be brought before the membership for action during the second general session of the convention (Wednesday, December 4).
- 3. An SWCD which has authored and submitted a resolution is responsible for speaking in favor of that resolution during debate at the convention.
- 4. Emergency resolutions (if necessary) must be submitted to the MASWCD President as soon as possible.

NO resolutions will be accepted from the convention floor.

PRESIDENT CHARLES RAU Rice, MN (320) 493-9503 chuck.rau@maswcd.org

VICE PRESIDENT & SW AREA 5 DIRECTOR CLARK LINGBEEK Comfrey, MN (507) 920-9884 clark.lingbeek@maswcd.org

SECRETARY/TREASURER & SC AREA 6 DIRECTOR MARK SCHNOBRICH Hutchinson, MN (320) 587-3760 mark.schnobrich@maswcd.org

NW AREA 1 DIRECTOR RANDY SCHELLACK Glyndon, MN (701) 238-8121 randy.schellack@maswcd.org

WC AREA 2 DIRECTOR TOM GREGORY Kimball, MN 320-398-7312 tom.gregory@maswcd.org

NE AREA 3 DIRECTOR JAKE JANSKI Milaca, MN (320) 241-0728 jake.janski@maswcd.org

METRO AREA 4 DIRECTOR LAURA ZANMILLER West St. Paul, MN (651) 270-2856 laura.zanmiller@maswcd.org

SE AREA 7 DIRECTOR RANDY SMITH Adams, MN (507) 438-4570 randy.smith@maswcd.org

NC AREA 8 DIRECTOR KEN LAPORTE Pillager, MN (218) 746-3927 ken.laporte@maswcd.org

IMMEDIATE PAST PRESIDENT PAUL KRABBENHOFT Moorhead, MN (701) 799-0369 paul.krabbenhoft@maswcd.org

Executive Director LEANN BUCK

Assistant Director SHEILA VANNEY

Conference & Events Manager MICHELE ASMUSSEN

Office Manager STEFANIE MARTINEZ

RESOLUTIONS PRE-CONVENTION VOTING PROCESS:

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

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

MASWCD Resolution Process

2024 RESOLUTION PACKET

proposed resolutions for action by the membership





2024 RESOLUTION/POLICY COMMITTEE RECOMMENDATIONS

MASWCD Resolutions/Policy Committee members voted on the proposed resolutions at their meeting on September 20, 2024. The spreadsheet below outlines their votes, as well as comments shared during discussion. All committee members attended.

#	Resolution Title	Authoring SWCD	Committee Comments	Cmte Vote
1	Conservation Easement Legal Land Surveys	Grant and Stearns	Question as to whether this is looking at new enrollments or those and the entire current inventory. General support for the issue of needing accurate surveys at time of enrollment. Cost is not insignificant and will reduce the number of total easements able to be enrolled.	5-3
2	Conservation Easement Consideration for Property Tax Valuation	Anoka	Discussion included the history and of the statutory provision on this, how local markets set the valuations in general, that RIM easements are generally considered an exception under the statutory language but if this is talking about conservation easements in general this is a bigger and broader issue outside the scope of SWCD work.	8-0
3	Maintain Collaboration of NRCS and SWCD Staff By Encouraging Co-Located Field Offices	Stearns and Rice	NRCS staff in attendance provided background on the leasing process, the role of U.S. General Services Administration (GSA), and how much of the process is outside the control of local and state NRCS or FSA staff. Committee members shared support for the intent and goals of the resolutions.	8-0
4	DNR Public Water Map Revision Process	East Polk	DNR staff in attendance provided background on the upcoming Public Water Inventory Update process. Though not a requirement, DNR does notify impacted landowners of changes. Questions were raised as to whether official public hearings were necessary, or if public notice was sufficient.	1-7
5	Exempt Clean Water Fund Projects from DNR Permit Fees	Red Lake	DNR staff in attendance spoke to how permit fees go into the water management account and are used for regulatory area hydro staff to do permit reviews. Costs for permit fees are an allowable expense for Clean Water Funded projects, though they are sometimes difficult to anticipate. DNR will share the range of permit fees with MASWCD staff.	1-7
6	Unified Cost Share Rates for Forest Stewardship Planning	Aitkin	General support for consistency in fees for writing forest stewardship plans or other similar management plans. Some question about whether cost-share was the correct terminology, as well as whether MASWCD involvement needed.	6-2
7	Expedited MPCA 401 Certification for Conservation Projects	Anoka	MPCA staff in attendance shared information on this federal required certification process, and that even conservation practices need review for impacts on water bodies. Suggestion was offered to meet with MPCA staff at the start of each year to talk about planned projects and timelines to help with streamlining workload.	3-5
8	Climate Change Inclusion in MASWCD Policy Document Guiding Principles	Lake	Support for developing guiding principles around how changes in weather impact our conservation work, and comments that it will take time and thought to put together.	7-1

Things to consider during debate on resolutions

Relevance

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

Effectiveness

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

Capability

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

Costs/Resources

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

Ramifications

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

Other?

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

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

CONSERVATION EASEMENT LEGAL LAND SURVEYS

WHEREAS, Soil and Water Conservation Districts (SWCDs) are local government units that promote and implement conservation easements; and

WHEREAS, The Board of Water and Soil Resources (BWSR) partners with SWCDs to promote and enroll private lands into conservation easements; and

WHEREAS, since 1986 BWSR has been administrating the Reinvest in Minnesota (RIM) program and has enrolled thousands of easements with the help from the Local SWCDs; and

WHEREAS, there have been many issues with easement boundaries over the years either with current ownership or when the land changes hands; and

WHEREAS, a legal land survey showing the legal description of the easement would help maintain easement boundaries for perpetuity and give a clear description of the land in the easement; and

WHEREAS, a legal land survey would be a small cost in maintaining easement boundaries for perpetuity; and

THEREFORE, BE IT RESOLVED, that MASWCD work with BWSR to require and pay for legal land surveys on all Perpetual RIM Easements.

FISCAL IMPACT STATEMENT: Medium workload. Estimated cost to MASWCD is \$1,500.00.

Submitted by: Grant SWCD Area Association: NW Area 1; WC Area 2

Stearns SWCD Date adopted: June 18, 2024, June 12, 2024

Reviewed by MASWCD Board of Directors MASWCD Annual Convention

Date: September 24, 2024 Date:

Action:

For further information contact:

Brent Gulbrandson, Grant SWCD, 218-685-5395, brent.gulbrandson@mn.nacdnet.net
Paul Gronenberg, Grant SWCD Supervisor, 320-760-7941, pgroneb@runestone.net
Dennis Fuchs, Stearns SWCD administrator, 320-251-7800 ext. 3, dennis.fuchs@mn.nacdnet.net
Matt Bruyette, Stearns SWCD Supervisor, 320-251-7800 ext. 3, area4.stearnscountyswcd@gmail.com

Background:

Due to the nature of land changing hands, there are questions as to the boundaries of the RIM easements. At times there is encroachment, other times there may be buildings build on an easement due to not knowing the legal bounds of the easement. It is very hard to support and defend an easement description that does not have a legal land survey. With a legal land survey, there is a more defined boundary that is legally able to defend when there may be disputes on the easement boundaries.

CONSERVATION EASEMENT CONSIDERATION FOR PROPERTY TAX VALUATION

WHEREAS, land protection through conservation easements is a valuable tool for SWCDs to achieve conservation goals and objectives, and

WHEREAS, a common inquiry on the part of a landowner agreeing to sell or donate a conservation easement or restriction is whether or not they will benefit from lower property taxes, and

WHEREAS, MN Stat. 273.117 Conservation Property Tax Valuation prohibits assessors from reducing the value of real property subject to conservation restrictions or easement with a few exceptions, and

WHEREAS, conservation easements directly impact the value of properties by eliminating or greatly reducing future development potential, as evidenced by countless appraisals conducted with the specific intent of determining the value of conservation easements, and

WHEREAS, based on appraisal valuation historically, the MN RIM program compensates landowners a percentage of the taxable market value, further documenting the reduced market value that results from conservation easements, and

WHEREAS, the statute has changed its impact on local assessor autonomy to determine valuation from "shall be reduced" to "may be reduced" to its current form of "shall not be reduced" indicating that various interests over the years have sought statewide legislative mandates to address local circumstances instead of having the fortitude to implement local policies, and

WHEREAS, many organizations and entities have a direct interest in modifications to MN Stat. 273.117.

THEREFORE, BE IT RESOLVED, that the MASWCD will convene interested parties and moderate discussion to develop legislative solutions to allow consideration of conservation easements when determining property tax valuations.

Fiscal Impact Statement: High workload, 80 hours staff time @ \$75/hour = \$6,000

Submitted by: Anoka SWCD **Area Association:** Metro Area 4

Date adopted: June 27, 2024

Reviewed by MASWCD Board of Directors MASWCD Annual Convention

Date: September 24, 2024 Date: Action:

For further information, contact: Chris Lord, District Manager, 763-434-2030 x130 chris.Lord@AnokaSWCD.org

Background:

Recent efforts by Hennepin County to modify this statute made significant progress. Upon conclusion of the 2023 legislative session, where the initiative ultimately failed, many parties on both sides of the issue concurred that well-structured discussions could lead to a compromise solution that could be supported by counties, cities, conservation agencies and non-governmental conservation organizations. To facilitate discussions, what is needed is an entity that is well respected by all parties, has statewide jurisdiction, and is able to engage in legislative advocacy. MASWCD is an ideal fit for this task.

MAINTAIN COLLABORATION OF NRCS AND SWCD STAFF BY ENCOURAGING CO-LOCATED FIELD OFFICES

WHEREAS, Soil and Water Conservation Districts (SWCDs) are local government units that promote and implement conservation programs; and

WHEREAS, the Natural Resources Conservation Service (NRCS) partners with SWCDs to promote and enroll private landowners into conservation programs; and

WHEREAS, SWCDS and NRCS staff have been co-located within the same office since their inceptions; and

WHEREAS, NRCS is currently reorganizing field offices and relocating NRCS staff away from SWCD office space and into Farm Service Agency (FSA) office space; and

WHEREAS, upon renegotiation of field office lease agreements, NRCS will no longer be co-located with SWCD staff, but instead be co-located; and

WHEREAS, several field offices across the state of Minnesota have already gone through a relocation of NRCS staff within offices; and

WHEREAS, if NRCS staff are moved from SWCD offices, collaboration and coordination of conservation programs amongst the two agencies will be hindered and thus inhibit assistance provided to landowners; and

WHEREAS, a co-located office reduces barriers to voluntary conservation implementation by minimizing cooperators' difficulties or confusion in navigating varying programs, acronyms, and systems across levels of government, and can be a single point of contact to access local, state, and federal programs; and

WHEREAS, the NRCS leasing requirements do not permit the SWCD and NRCS to proactively plan for and seek sufficient space for a co-located office set-up when a new location is required.

THEREFORE, BE IT RESOLVED, that (MASWCD) work with NRCS, NACD and Congress to continue to allow the current collocated office arrangements for better collaboration and service delivery for those field offices that so choose; and

BE IT FURTHER RESOLVED, that MASWCD work with NRCS, NACD and Congress to adapt the federal procurement requirements for new field office leases to include space requirements of SWCDs as part of the solicitation to ensure that facilities are adequate to maintain a co-mingled co-located arrangement.

FISCAL IMPACT: High Workload \$3000

Submitted by: Stearns SWCD Area Association: WC Area 2; SE Area 7

Rice SWCD Date Adopted: June 12, 2024; June 17, 2024

Reviewed by MASWCD Board of Directors: MASWCD Annual Convention

Date: September 24, 2024 Date: Action:

For further information contact: Dennis Fuchs, Stearns SWCD, 320-345-6477, dennis.fuchs@mn.nacdnet.net Matt Bruyette, Stearns SWCD Supervisor, 320-249-9809, area4.stearnscountyswcd@gmail.com Steven Pahs, Rice SWCD Manager, 507-332-5408, steven.pahs@riceswcd.org

Background: Historically, staff from the Natural Resources Conservation Service (NRCS) and Soil and Water Conservation Districts (SWCDs) have shared office space, fostering close collaboration on conservation initiatives. However, recent years have seen a shift, with NRCS offices relocating to co-locate with the Farm Service Agency (FSA) instead. This move has left SWCDs uninformed about lease negotiations, hindering their ability to plan for their own future office needs. This also reduces the effective team approach that both agencies have been striving to achieve.

DNR PUBLIC WATER MAP REVISION PROCESS

WHEREAS, the 2024 Regular Legislative Session updated language for Minnesota Statute 103G.201 Public Waters Inventory to change the language that the Department of Natural Resources (DNR) commissioner must revise the map of public waters and provided funding for this update.

WHEREAS, Minnesota Statute 103G.201 (c) states: The commissioner must provide notice of the reclassification to the local government unit, the county board, the watershed district, if one exists for the area, and the soil and water conservation district. Within 60 days of receiving notice from the commissioner, a party required to receive the notice may provide a resolution stating objections to the reclassification. If the commissioner receives an objection from a party required to receive the notice, the reclassification is not effective. If the commissioner does not receive an objection from a party required to receive the notice, the reclassification of a wetland under paragraph (b) is effective 60 days after the notice is received by all of the parties.

WHEREAS, the notification process for reclassification excludes any required notification to landowners whose property may be impacted by revisions to the Public Waters.

THEREFORE, BE IT RESOLVED, that MASWCD work with the MN State Legislature to get 103G.201 to include language that requires the DNR Commissioner to hold public hearings for landowners and require that the Public Waters be included on the abstracts.

FISCAL IMPACT STATEMENT: Medium workload – estimated cost to MASWCD is \$2000.

Submitted by: East Polk SWCD **Area Association:** NW Area 1

Date adopted: June 18/2024

Reviewed by MASWCD Board of Directors MASWCD Annual Convention

Date: September 24, 2024 Date: Action:

For more information contact:

Scott Balstad, East Polk SWCD Supervisor, 218-556-9315, mjb@gvtel.com
Rachel Klein, East Polk SWCD Manager, 218-563-2777, klein.eastpolk@gmail.com

EXEMPT CLEAN WATER FUND PROJECTS FROM DNR PERMIT FEES

WHEREAS, on November 4, 2008, Minnesota voters approved the Clean Water, Land, and Legacy Amendment to the constitution:

- to protect drinking water sources;
- protect, enhance, and restore wetlands, prairies, forests, and fish, game, and wildlife habitat;
- preserve arts and cultural heritage;
- support parks and trails;
- and protect, enhance, and restore lakes, rivers, streams, and groundwater.

The Amendment increases the sales and use tax rate by three-eighths of one percent on taxable sales, starting July 1, 2009, continuing through 2034. Those dollars are dedicated to four funds: Outdoor Heritage Fund, Clean Water Fund, Parks and Trails Fund, and Arts and Cultural Heritage Fund; and

WHERAS, streambank and shoreline protection projects are identified as a priority in many Comprehensive Watershed Management Plans developed under the One Watershed, One Plan program in order to protect, enhance, and restore lakes, rivers, and streams; protect drinking water sources, and protect, enhance, and restore aquatic habitats; and

WHEREAS, under Minnesota Statutes103G.245, Subdivision 1 (except as provided in Subdivisions 2, 11, and 12), the state, a political subdivision of the state, a public or private corporation, or a person, must have a DNR Public Waters Work Permit (application forms) to:

- construct, reconstruct, remove, abandon, transfer ownership of, or make any change in a reservoir, dam, or waterway obstruction on public waters; or
- change or diminish the course, current, or cross section of public waters, entirely or partially within the state, by any means, including filling, excavating, or placing of materials in or on the beds of public waters; and

WHEREAS, under Minnesota Statutes 103G.301, Subdivision 2 the MN DNR Public Waters Work Permit Fees must be at least \$1,200, but not more than \$12,000 per permit with fee parameters established in Minnesota Rules 6115.0060, Subpart 2 (Water Permit Application Fee Fact Sheet (state.mn.us)); and

WHEREAS, Minnesota Statutes 103G.301, Subdivision 5 exempts the State of Minnesota and U.S. federal agencies from application fees; and

WHEREAS, currently the Minnesota Department of Natural Resources (MN DNR) charges a Public Waters Work Permit Fee for streambank and shoreline protection practices located within the streambank and shoreline area that are funded with all Clean Water, Land, and Legacy Funding through the Minnesota Board of Water and Soil Resources (MN BWSR); and

WHEREAS, this adds an additional financial burden to the implementation of best management practices that are consistent with the purposes of the Clean Water, Land, and Legacy Amendment and supported by State agencies through the Comprehensive Watershed Management Planning process.

WHEREAS, the MN DNR has consistently received funding from the Clean Water Fund for "technical assistance to support local implementation of nonpoint source restoration and protection activities".

THEREFORE, BE IT RESOLVED, that MASWCD work with the MN DNR to **exempt or refund** the Public Waters Work Permit Fee (not the permit only the fee) for all Clean Water, Land, and Legacy projects located within the

streambank and shoreline protection areas of a lake, river, or stream that are funded primarily with MN Clean Water, Land, and Legacy funding.

FISCAL IMPACT STATEMENT: This resolution would require legislative change. High Workload: Approximately 40 hours of time at \$75.00 per hour = \$3,000.00.

Submitted by: Red Lake County SWCD Area Association: NW Area 1

Date adopted: June 18, 2024

Reviewed by MASWCD Board of Directors: MASWCD Annual Convention

Date: September 24, 2024 Date: Action:

For more information contact: Tanya Waldo, Red Lake SWCD Manager, 218-253-2593,

Tanya.Hanson@redlake.mnswcd.org

Background:

Red Lake County SWCD currently has five Streambank and Shoreland Protection Projects that will need to have a DNR Public Water Permit. Red Lake County SWCD is not opposed to the Permit Application Process; the concern comes with the fee associated with each DNR Public Water Permit. If DNR is working to:

- to protect drinking water sources;
- protect, enhance, and restore wetlands, prairies, forests, and fish, game, and wildlife habitat;
- preserve arts and cultural heritage;
- support parks and trails; and
- protect, enhance, and restore lakes, rivers, streams, and groundwater

then, DNR should be willing to exempt the Public Water Permit fee so we can get more of these practices on the ground and implemented without an additional financial burden.

UNIFIED COST SHARE RATES FOR FOREST STEWARDSHIP PLANNING

WHEREAS, The One Watershed, One Plan (1W1P) initiative has enabled Districts to offer cost-sharing for writing Forest Stewardship Plans; and

WHEREAS, Many Districts encompass multiple watersheds; and

WHEREAS, Varying cost-sharing rates across different watersheds cause confusion among SWCD foresters, landowners, DNR Foresters, and Consulting Foresters.

THEREFORE, BE IT RESOLVED, that MASWCD strongly recommend that all watersheds (1W1Ps) offering cost-sharing to landowners for writing Forest Stewardship Plans (or other forest management plans) adopt a unified, consistent rate. These rates will be determined through discussions at SWCD Forestry Association meetings, which will provide rate recommendations to the Districts.

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

Submitted by: Aitkin County SWCD **Area Association**: NE Area 3

Date adopted: June 7, 2024

Reviewed by MASWCD Board of Directors MASWCD Annual Convention

Date: September 24, 2024 Date: Action:

For further information, contact:

Tom Fasteland, Aitkin SWCD Supervisor, (218) 259-4904, thomasfasteland@centurytel.net Janet Smude, Aitkin SWCD Manager, (218) 927-7284, smude.aitkinswcd@gmail.com

Background:

In Aitkin County we have portions of seven different watersheds. Each forest stewardship plan requires staff time to locate where the property falls, and which cost share rate we are able to offer the landowner.

EXPEDITED MPCA 401 CERTIFICATION FOR CONSERVATION PROJECTS

WHEREAS state agencies and local conservation entities have a shared interest in implementing projects and practices that improve water quality and habitat in the most cost-effective manner possible, and

WHEREAS the Minnesota Pollution Control Agency (MPCA) subjects projects to the same review procedures regardless of the applicant or sponsoring entity, the purpose of the project, or anticipated project outcome, which can lead to costly delays and oversight redundancy, and

WHEREAS MPCA has Clean Water Act Section 401 water quality certification authority over projects under the U.S. Army Corps of Engineers (USACE) Regional General Permit (RGP) for Bank Stabilization and Habitat Improvement, and

WHEREAS MPCA has the latitude to be more restrictive than the USACE standards detailed in the RGP and exercises that authority by excluding projects for automatic blanket 401 certification on several categories of high quality waters or that exceed 300 linear feet, presumably to ensure a higher level of scrutiny than provided under the RGP, and

WHEREAS USACE, under category 3 of the RGP, recognizes that projects that are federal or state resource agency sponsored (designed, funded, and/or approved by a government resource agency) undergo a higher level of scrutiny due to the involvement of the agencies in the project, and by extension applies standards with greater latitude, and

WHEREAS processing of individual water quality certification by MPCA generally requires 75 to 120 days after receipt of final project plans with no positive consideration for projects sponsored by natural resource management agencies or conservation projects with demonstrated water quality and/or habitat benefits, and

WHEREAS with short grant timelines and construction seasons, especially on rivers where low water levels are required, this review process can jeopardize projects, and

WHEREAS regardless of the 401 Water Quality Certification process, protections for water quality exist within mandatory anti-degradation standards, outstanding resource value waters protections, MN DNR water work permit review, and USACE permit requirements.

THEREFORE, BE IT RESOLVED that the MASWCD work with MPCA to expedite the water quality certification process for federal and state agency sponsored bank stabilization and habitat improvement projects.

Fiscal Impact Statement: High workload, 60 hours staff time @ \$75/hour = \$4,500

Submitted by: Anoka SWCD Area Association: Metro Area 4

Date adopted: June 27, 2024

Reviewed by MASWCD Board of Directors MASWCD Annual Convention

Date: September 24, 2024 Action:
Date:

For further information, contact: Chris Lord, District Manager, 763-434-2030 x130 chris.Lord@AnokaSWCD.org

Background: This resolution is consistent with MN Antidegradation Standards and MPCA's intent of protecting water quality. The current water quality certification process treats federal or state resource agency sponsored conservation projects similarly to projects proposed by individuals, businesses, or developers. The review can take 75-120 days, which begins after a project has been fully engineered and designed. For projects that are federal or state resource agency sponsored and vetted, this process is duplicative and detrimental to program outcomes. By delaying conservation project installation, the water quality certification process ironically extends the duration of active discharge and degradation of priority waters.

CLIMATE CHANGE INCLUSION IN MASWCD POLICY DOCUMENT GUIDING PRINCIPLES

WHEREAS, SWCDs are called on to help mitigate damages resulting from climate change impacts and the corresponding worsening floods, droughts, storms, and wildfires; and

WHEREAS, Climate change severity and its impacts are increasing faster than we are adapting to them and cost more than we are investing in them, we have an increasing need to consider, address, and mitigate causes of climate change.

THEREFORE, BE IT RESOLVED, that the MASWCD State Board include climate change considerations in its guiding principles within the MASWCD Policy document.

FISCAL IMPACT STATEMENT. Direct cost to MASWCD expected to be small or negligible. Very low workload to incorporate it into the MASWCD Policy Document Guiding Principles at approximately 3 hours of time x \$75 per hour = \$225.00. Costs and benefits within the State for all stakeholders are determined by the climate change mitigation practices undertaken.

Submitted by: Lake SWCD Area Association: NE Area 3

Date adopted: June 7, 2024

Reviewed by MASWCD Board of Directors MASWCD Annual Convention

Date: September 24, 2024 Date: Action:

For further information contact:

Doug Lande, Lake SWCD Supervisor, 218-410-4660, douglasslande@gmail.com

Name: Katelyn Abts

Concurred by: Lesson

Title: Natural Resources Technician
Title: District Therass

Location: WABASHA FO

ETHICS STATEMENT

In exercising Job Approval Authority as shown below, I agree to utilize my assigned technical approval authority only for work that I am competent and qualified to perform. Economic, social, cultural and environmental impacts will be considered before a conservation practice is recommended. I will seek assistance from others when complicating factors warrant.

I also understand that conservation practices can have negative effects on some resources. I agree to consider the impacts of practices on all resources before recommending their use.

	Employee signature:	Net !	184)))		}			ate: /	Date: 10/15/24	Date: 10/15/24	
Cons	Conservation Practice	Lead Contro Discipline Factor	Controlling Factor	Units	-	=	Job	Job Class	>	>	MAX APPR AUTHORITY I and E Design Const //Planning //Dev /Install	R AUTH Design /Dev /	HORITY Const	Approved by	ved
314	EcoSci Brush Management	ESD-Graz Land Sp	ESD-Graz Treatment type Land Sp	Treatmen t Type	Mechanica 1	Treatmen Mechanica Mechanica All types All types I I/Chemical	All types	All types	All types	none	7	CI	61	Aaron Janz	10/11/2024
380	Windbreak Shelterbelt Establishment and Renovation	ESD-For	Establishment Complexity	Турс	All types EXCEPT feedlot, pesticide drift, odor and living snow fence	All types EXCEPT odor and living snow fence	All	II V	VII	nonc	7	~	7	Aaron Janz	10/11/2024
		ESD-For	Renovation Treatment Complexity	Type	Vegetation control, and/or row thinning and/or addition of row	Interplanti ng and/or coppicing and/or row replacemen t	Branch shearing and/or individual plant thinning within row, and/or root pruning and	#Type!	II <	#Type!	7	7	2	Aaron Janz	10/11/2024

Cons	Conservation Practice	Lead	Controlling	:			Job	Job Class			MAX APPR	MAX APPR AUTHORITY	Approved	ved
		Discipline	Factor	Units	-	=	=	<	<	<u> </u>	VI I and E Design Const /Planning /Dev /Install	sign Const Dev /Install	by	date
	EcoSci													
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			itivity		potential		natural							
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				Soil										
		7		Survey.										

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization:	Contract Number:	Other state or non-state funds?	Amendment []	Canceled []
Wabasha SWCD	24-CC-6	☐ YES ☑ NO	Board Meeting Date(s):	Board Meeting Date(s):

Applicant

Land Occupier Name	Address	City/State	Zip code
Dennis Anderson	58112 Hwy 63	Zumbro Falla, MN	55991

^{*} If a group contract, this must be filed and signed by the group spikesperson 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	5	SE, 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:

- 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.
- 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. It title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the

landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.

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

-(-)		 the state of the s	
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Brush Mangement 314			
Diddir mangoment or			

- Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
- This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 6/30/25, this contract will be automatically terminated on that date.
- Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier's signature indicates agreement to:

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

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

e tandowner. It da	nils ahdersan	Penie C	Ano	(lic	207
Address, if differ	rent from applicant information				
onservation Practice for	7 3 X 15 3 X	rush Management 314			
gible Component Standard &	Name	Engineered Practice	☐ YES	√ NO	Total Project Cost Estimate
Br	rush Management 314	Ecological Practice	∐ YES	NO	\$711.00
nave the appropriate nd find it is needed a	nent and Cost Estimate e technical expertise and have review and that the estimated quantities and			actice is to	be installed
nave the appropriate and find it is needed a local section of the	e technical expertise and have review	d costs are practical and re	asonable.		
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nave the appropriate and find it is needed a less in the second of the second of the second of the second of the organization both amount	e technical expertise and have review and that the estimated quantities and rechnical Assistance Provider and the following and the follow	d costs are practical and re	asonable.		d a rate of: \$300/acre Fiscal Year

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		Project or		
Producer:	Dennis Anderson	Contract:	24-CC-06	
Location:	Elgin 05	County:	Wabasha	
Farm Name:		Tract Number:	2059	



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 (nonherbaceous or succulent) plants is desired.

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

Practice Purpose (check all that apply)

- 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 buckthorn and other woody invasive species to allow more sunlight to penetrate and promote regeneration of native trees and bushes.

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. Plan map is attached Soil map is attached **Biological Treatment Methods and Plans** ✓ Not Applicable Field(s): Acres: Target species: Pretreatment density of target plants: Posttreatment density of target plants: Biological treatment references: Release date, kind and number of biological agents, insects, plants, diseases or grazing animals to be used: Timing, frequency, duration and intensity of grazing or browsing: Planned % cover or % defoliation of target species: Minimum grazing height of desirable forages: Special mitigation, precautions or requirements: See CPS 528 Prescribed Grazing Plan (if applicable)

Chemical Treatment Me	thods and Plans
Field(s):	Acres: 2.37
Target species: Common Buckthorn	
Pretreatment density of target plants: 90% to 100%	
Posttreatment density of target plants:less than 15%	
https://www.dnr.state.i	mn.us/invasives/terrestrialplants/woody/buckthorn/c
Dates or plant growth stage for effective treatment: Spri	ing 2025
Special mitigation, application techniques, timing Refer consideration for safe and effective applications:	to product label and DNR website above.
Follow all product label instructions: Yes	
WIN-PST or similar evaluation is attached and alternatives. Summarize herbicide risks below.	was discussed with landowner in formulating
Risks with listed chemicals is low. When performing strategies should still be used including; avoid wind rain event, and be careful to ensure spray only hits to other plants as much as possible.	y days, avoid application during or directly prior to a
Mechanical Treatment M	Methods and Plans
(Producer is responsible for making sure all equipment is clea	n and free of invasive seed sources before treatment begins)
Field(s):	Acres: 2.37
Buckthorn Target species:	
Pretreatment density of target plants: High, 90% to 100	0%
Posttreatment density of target plants:Less than 15%	
Types of equipment to be used (mowing, hand Heavy e clearing, roller chopping, light disking, etc.):	quipment suitable for grubbing and mulching
Dates or plant growth stage for effective treatment:	ing 2025
Mechanical Treatment Methods	s and Plans (continues next page)

	Mechanical Treatment Methods and Plans (continued from previous page)
Opera	iting instructions (if applicable): Follow manufacturer's safety and operation guidelines for equipment
Techr	Grub/masticate uproot trees and shrubs. Mulch buckthorn iques and procedures to be followed: stumps to the ground.
other a Red O	bughly clear entire area of large buckthorn growth using mechanical equipment, hand cutting, or appropriate methods. Try to avoid desirable vegetation (native shrubs such as Nannyberry, Bur and ak) when possible. If areas are unreachable through mechanical means they should be addressed and cutting, or during follow-up treatment.
Sensit	ive Features Plan
Opera	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.
V	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.
V	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.
V	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 Prov	ctice Cost inform	notian			
	ecific cost estima	ate, or specifications for the	producer t	o develop a cost es	timate or obtain the bid
Design Install	ation and Layo	ut Approval			
Designed by:	Ka	telyn Abts	Date:	10/15/24	
			Job Appro	val Authority:	П
Approved by:	Ka	telyn Abts		10/15/24	*
		9 - 0	Section 10	val Authority:	п
Record of Con	npletion and Ch	eck Out Certification			
Management Unit	Treated Acres	Date Completed by Client	D	ate Certified	Approver's Initials
☐ Addition	nal documentation	on to support practice certif	fication is in	n the Case File.	
Certification S	Statement				
I certify that im	plementation of	this conservation practice practice standard and specific	is complete	, meets criteria for	the stated purpose(s), and
Printed Name			Date:		-
Title:		- K	Job Appro	val Authority:	
Signature:					
		8:		n	

MN NRCS

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization:	Contract Number:	Other state or non-state funds?	Amendment []	Canceled []
Wabasha SWCD	24-CC-5	☐ YES ☑ NO	Board Meeting Date(s):	Board Meeting Date(s):
*If contract amended attach amended		2.10		

Applicant

Land Occupier Name	Address	City/State	Zip code
June E Ratz Trust	57571 130th Ave	Altura, MN	55910

^{*} 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
Minneiska	109	9	29	sw, 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:

- 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.
- Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.

 If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the

landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.

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

Brush Management 314	

- Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
- This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 3/31/25, this contract will be automatically terminated on that date.
- Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier's signature indicates agreement to:

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

	ifferent from applicant	· · · · · · · · · · · · · · · · · · ·			
	r which cost-share is requested is	Brush Management 314			T l O
ble Component Standard &	i Name	Engineered Practice	☐ YES	☑ NO	Total Project Cost Estimate
В	rush Management 314	Ecological Practice	✓ YES	□ NO	\$423.00
ave the appropriated find it is needed	ment and Cost Estimate te technical expertise and have revie and that the estimated quantities ar			actice is to	be installed
nave the appropriated find it is needed O/15 / 24 mount Authoriz	ment and Cost Estimate te technical expertise and have revie and that the estimated quantities are rechnical Assistance Provider	nd costs are practical and re	asonable.		
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mave the appropriated find it is needed O/15 / 24 mount Authorize The organization be	ment and Cost Estimate te technical expertise and have revie and that the estimated quantities are feetin cal Assistance Provider technical Assistance Provider	nd costs are practical and re	asonable.		ed a rate of: \$300/acre
mave the appropriated find it is needed to the second seco	ment and Cost Estimate te technical expertise and have revie and that the estimated quantities are feethnical Assistance Provider Leading State Provider ged for Financial Assistance pard or council has authorized the for	nd costs are practical and re	asonable.		ed a rate of: \$300/acre Fiscal Year 2023
mave the appropriated find it is needed to the second seco	ment and Cost Estimate te technical expertise and have revie and that the estimated quantities are feethnical Assistance Provider Leading State Provider ged for Financial Assistance pard or council has authorized the for	nd costs are practical and re	asonable.		ed a rate of: \$300/acre Fiscal Year

k .



		Project or		
Producer:	Heather Ratz	Contract:	23-CS-3	
Location:	Minneiska 29	County:	Wabasha	
Farm Name:		Tract Number:		



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.



Photo by USDA-NRCS (WSI)

Multiflora Rose – Rosa multiflora
Thunb.

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

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

Practice Pi	The second second second	A PROPERTY IN	PART & SERVICE MARRIED IN	from the second
and 200 2 to 12 to 12 feet 2,000 and	THE PROPERTY AND REP	4 6 5 5 7 5 4 7 600	2 S B B B B B B B B B B B B B B B B B B	SINC X 12 (4.3 (4.3 (4.3 (1.3 MH))
THE REAL PROPERTY AND ADDRESS.	A R. HE S. A. VAN A. SHIRLEY	9.85. 2.29. 100	(1) 東東田田県 東京大阪市	100° 1 % W A W A 160 100 A

- 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 buckhorn and other woody invasive species to allow more sunlight to penetrate and promote regeneration of native trees and bushes.

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. ✓ Plan map is attached Soil map is attached **Biological Treatment Methods and Plans** ✓ Not Applicable Field(s): Acres: Target species: Pretreatment density of target plants: Posttreatment density of target plants: Biological treatment references: Release date, kind and number of biological agents, insects, plants, diseases or grazing animals to be used: Timing, frequency, duration and intensity of grazing or browsing: Planned % cover or % defoliation of target species: Minimum grazing height of desirable forages: Special mitigation, precautions or requirements: See CPS 528 Prescribed Grazing Plan (if applicable)

Chemical Treatment Met	thods and Plans Not Applicable
Field(s):	Acres:
Target species:	
Pretreatment density of target plants:	
Posttreatment density of target plants:	
Chemical treatment references:	
Dates or plant growth stage for effective treatment:	
Special mitigation, application techniques, timing consideration for safe and effective applications:	
Follow all product label instructions:	
WIN-PST or similar evaluation is attached and alternatives. Summarize herbicide risks below.	was discussed with landowner in formulating
Mechanical Treatment M	- II
(Producer is responsible for making sure all equipment is clear Field(s):	and free of invasive seed sources before treatment begins) Acres: 1,41
Buckthorn, Non-native Honeysuckle Target species:	
Pretreatment density of target plants: 30% to 85%	
Posttreatment density of target plants:less than 15%	
Types of equipment to be used (mowing, hand Cut by hand clearing, roller chopping, light disking, etc.): wrench.	and using chainsaws, pruning saws and weed Pull by hand when applicable.
Fall Dates or plant growth stage for effective treatment:	2024, Spring 2025
Mechanical Treatment Methods	and Plans (continues next page)

	Mechanical Treatment Methods and Plans (continued from previous page)
Operati	Follow manufacturer's safety and operation guidelines for ing instructions (if applicable): equipment.
Technic	Cut woody invasive species to 2 to 4 ft stumps in fall 2024, ques and procedures to be followed: revist site to prune of leaves in spring 2025.
Strip the	andheld equipment, cut buckthorn at 2 inch diameter and larger at 2 to 4 ft from the ground. e stump of leaves and branches. Buckthorn smaller than 2 inches in diameter are to pulled by by weed wrench. Revist site in the spring to pull germinating buckthorn and strip stumps of th.
Sensitiv	ve Features Plan
Operati	ons and Maintenance
V	Monitor growth of target species using monitoring report or equivalent.
j	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.
	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.
1	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 Cos	st informatio	n			
Site-specific cost e bid themselves.	stimatē, or sp	ecifications for t	he producer t	to develop a cost	estimate or obtain the
Job Class Information	ı (List Pract	ice Job Class)			
314 ESJAA Fact Sheet			in a second	Job Class: II	•
Design Installation and	d Layout Ap	proval			
Designed By: Date:			*	Designer's Job A	Approval Authority:
Katelyn Abts		9/30/2	2024	H	-
Approved By:		Date:		Approver's Job	Approval Authority:
Katelyn Abts		10/15/	2024	11	•
Record of Completion	and Chask	Out Contificat			
				Prometer Services Consults	
Treated Acres	Date Com	pleted by Client	Date	Certified	Approver's Initials
Additional documen	tation to supp	oort practice cert	tification is in	the Case File.	
Certification Statemen	nt				
I certify that implementat		servation praction	ce is complet	e, meets criteria f	or the stated purpose(s),
and meets the NRCS conse	ervation pract	ice standard and	specification	ns.	
Printed Name:			Date:		
Title:			Certifier's Job Approval Authority (JAA):		
Signature:		l			
Notes:					
		63		*	

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization:	Contract Number:	Other state or non-state funds?	Amendment	Canceled
Wabasha SWCD	2024WAGZ-WC- 13	☐ YES ☑ NO	Board Meeting Date(s):	Board Meeting Date(s):

Applicant

Land Occupier Name	Address	City/State	Zip code
Hunter Farms LLC	23257 685th St	Wabasha, MN	55981

^{*} 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
Pepin	111	11	33	SE, E

Contract Information

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

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

Plan must be prepared by a Department of Natural Resources (DNR) Certified Plan Writer and registered with the DNR

- 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 5/30/25, 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.

Done Comment	See attached page for signature							
Date Landown	er, if different from applicant if different from applicant information:							
	e for which cost-share is requested is							
Eligible Component Standard & Name		Engineered Practice:	☐ YES ☑ NO	Total Project Cost Estimate				
	Noodland Stewardship Plan	Ecological Practice:	✓ YES □ NO	\$500.00				
	riate technical expertise and have reviewed ed and that the estimated quantities and c	osts are practical and re		SEV SERSONAL SE				
	Mark Mille	Mark Miller Digitally signed by Mark Date: 2024.10.17 12:5:						
	orized for Financial Assistance n board or council has authorized the follow	ving for financial assistar	nce, total not to excee	d a rate of: \$500/Plan				
Amount	P	Program Name						
\$500.00	WAGZ (watershed based funding)	WAGZ (watershed based funding)						
				-				
Data	Assistant Company							
Date	Authorized Signature			Total Amount Authorized				
				\$500.00				

EP, Tomas	formes S. Huta				
nservation Prac	tice				
permany practice for a a Component Swidard &	which cost share is requested in	Inglewood Principle:	□ YES		oud frequent Cont (intrinsite
Woodland Stewardship Plan		Successful Practice:	⊘ YES	□ NO	\$500,00
chnical Assessn	nent and Cost Estimate technical expertise and have review and that the estimated quantities an	wed the site where the abo	we-listed p resonable.	ractice is to be	installed
chnical Assessn ave the appropriate i find it is needed a	nent and Cost Estimate e technical expertise and have review and that the estimated quantities an	wed the site where the abo id costs are practical and n			
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chnical Assessnave the appropriate difind it is needed a mount Authorize the organization be Amount	nent and Cost Estimate technical expertise and have review and that the estimated quantities an ferroad technical ferroade sed for Financial Assistance and or souncil has authorized the fe	wed the site where the abo id costs are practical and re playing for financial astist Program Name			a rate of: \$500/Ffa Fiscal Year

CONSERVATION INVESTMENT

Customer #: 39053

Investment Date: October 7, 2024

Wabasha SWCD 611 Broadway Avenue, Suite 10 Wabasha, MN 55981-1988

> Review your information! Submit updates online or with your renewal

Phone: 651 - 565-4673

Email: terri.peters@mn.nacdnet.net

URL:

Facebook: https://www.facebook.com/Wabasha-SWCD-534308246654643

Twitter: Other:

PLEASE UPDATE YOUR MEMBERSHIP NOW!

This is the first invoice for NACD's 2025 fiscal year which runs October 1, 2024 to September 30, 2025. We hope you continue to show your support for your National Association with a Gold-Level membership contribution of \$775. Complete the application form and send with payment to NACD headquarters.

Mark Masters

NACD Secretary/Treasurer

Conservation Investment FY25 (check one)

Review NACD's member benefits for each contribution level online at www.nacdnet.org

Platinum (\$3,001 +)	Diamond (\$1,776 - \$3,000)	Gold (\$775 - \$1,775)	Silver (\$501 - \$774)	Bronze (\$101 - \$500)	Contributor (\$1 - \$100)
Amount Paid:		☐ Installment	of	☐ Final I	Payment

Payment Metho

Payment Methods

To Pay Online (with credit card, ACH or PayPal), visit: https://nacdnet.app.neoncrm.com/forms/fy25-membership



To Pay by Check, mail check and form to:

Check Number: _____

NACD 509 Capitol Court NE Washington, DC 20002 Fax: 202-547-6450

Email: membership@nacdnet.org



- 1. Call the meeting to order
- 2. Act on minutes of Area 7 Employee Meeting: April 2nd, 2024 @ Oxbow Park Nature Center Action item
- 3. Treasurer's report: Paul Hunter- Action item
- 4. Confirmation of Board Positions
 - a. Chair Nikki Wheeler (Approved)
 - b. Vice Chair Teresa DeMars (Approved)
 - c. Secretary Senja Viktora- Action Item
 - d. Treasurer Paul Hunter (Approved)
 - e. Director Jenna Rasmusson Action Item
- 5. District Reports: Updates from Districts in Area 7
- 6. Employee of the Year Nomination Committee Action Item
 - Select two (2) new Nomination Committee Members to replace Lageson (Freeborn SWCD) & Kennedy (Goodhue SWCD)
- 7. Reminder: Discuss upcoming Resolutions with Supervisors
 - a. Votes from Supervisors due November 1st, 2024
- 8. Planning for 2025 Spring & Fall Meetings
 - a. Suggestions wanted regarding locations, speakers, topics, tours, etc.
 - b. Would staff like an update on MN Nutrient Reduction Strategy from Matt Drewitz at the MPCA?
- 9. Adjournment, next meeting Spring 2025 (Date and location TBD)