

THE DOUGHNUT AND DOOR PRIZE RESOLUTION

WHEREAS WABASHA SOIL AND WATER CONSERVATION DISTRICT HAS BEEN A PARTNER IN WABASHA COUNTY FORESTRY DAY SINCE 1977

AND WHEREAS THE 48th ANNUAL WABASHA COUNTY FORESTRY DAY WILL BE IN KELLOGG ON FEBRUARY 14, 2025

AND WHEREAS ATTENDENCE TO THIS FANTASTIC EDUCATIONAL EVENT MAY BE JEPRADIZED WITHOUT FREE DOUGHNUTS

AND WHEREAS DOUGHNUTS WITHOUT COFFEE IS LIKE PIE WITHOUT ICE CREAM

AND WHEREAS A HEALTHY OPTION OF FRUIT, MILK, AND JUICE WILL MAKE THIS EVENT EVEN BETTER

AND WHEREAS DOUGHNUTS, COFFEE, FRUIT, MILK, AND JUICE ARE IN FACT THE LEAST EXPENSIVE PART OF THIS FANTASTIC EVENT

AND WHEREAS THE BOARD WILL LOOK INCREDIBLY GOOD KEEPING WITH A 47 YEAR TRADITION BY PROVIDING REFRESHMENTS IN 2025

NOW, THEREFORE, BE IT RESOLVED THAT WABASHA SWCD WILL PROVIDE DOUGHNUTS, COFFEE, FRUIT, MILK, AND JUICE FOR THE 2025 WABASHA COUNTY FORESTRY DAY.

AND BE IT FURTHER RESOLVED THAT IN THE INTEREST OF LOOKING EVEN BETTER, THE WABASHA SOIL AND WATER CONSERVATION DISTRICT WILL DONATE 100 TREES FOR DOOR PRIZES.

**STATE OF MINNESOTA
GRANT AGREEMENT
Federal Sub-Award Agreement**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and Wabasha SWCD, UEI# W1QPLXD5JXL1, 611 Broadway Ave., Suite 10, Wabasha, MN, 55981 ("Grantee").

Recitals

1. Under Landscape Scale Restoration: Protecting Working Forestlands in the Driftless Area
2. for Multiple Benefits: Trout Turkey Timber, USDA Forest Service, Eastern Region State, Private, and Tribal Forestry, 10.664, 24-DG-11094200-281, the State received a federal award of \$295,000.00 on August 12, 2024 for Cooperative Forestry Assistance. This project is not a research and development project.
3. Under Cooperative Forestry Assistance and Minnesota Statutes section 84.026, the State sub-awards \$295,000.00 to the Grantee UEI# W1QPLXD5JXL1 for the purpose of conducting the program entitled Protecting Working Forestlands in the Driftless Area for Multiple Benefits: Trout Turkey Timber.
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 State.

Grant Agreement

1. Term of Grant Agreement

- 1.1. **Effective date:** January 6, 2025.

This agreement becomes effective on January 6, 2025 or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. **The Grantee must not begin work under this sub-grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.** No reimbursements will be made until or upon the date that the final required signature is obtained by the State, pursuant to [Minnesota Statutes Section 16B.98, subdivision 5](#). Per [Minnesota Statutes Section 16B.98, subdivision 7](#), no payments will be made to the Grantee until this grant agreement is fully executed.

- 1.2. **Expiration date:**

June 30, 2029, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

- 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this grant agreement: 9 Liability; 10 Audits; 11 Government Data Practices and Intellectual Property; 13 Endorsement; 14 Governing Law, Jurisdiction, and Venue; 16 Data Disclosure; 19 Monitoring; and 25 Additional Program Requirements.

- 1.4. **Incur Expenses:** Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after December 16, 2024 are eligible for reimbursement. This agreement becomes effective on December 16, 2024 or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. **The Grantee must not begin work under this sub-grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

2. Grantee's Duties

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

See Exhibit A, Scope of Work / Deliverables, which is incorporated and made a part of this agreement.

See Exhibit B, Federal Award letter/grant agreement/proposal/narrative, which is incorporated and made a part of this agreement.

The Grantee will comply with required grants management policies and procedures set forth through [Minnesota Statutes Section 16B.97](#), subdivision 4 (a) (1).

The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant agreement. Any material change in the grant agreement shall require an amendment by the State (see Section 7.2).

The Grantee shall be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this agreement.

The Grantee is responsible for maintaining a written conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

3. Time

The Grantee must comply with all the time requirements described in this grant agreement.

4. Consideration and Payment

4.1. **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

4.1.1. **Compensation.** Compensation in an amount not to exceed \$295,000.00, based on Exhibit A which is incorporated and part of this agreement.

4.1.2. **Matching Requirements.** Grantee certifies that the following matching requirement for the grant will be met by Wabasha SWCD. The total project cost is \$315,000.00. Grantee agrees to match at least \$20,000.00 of this project cost.

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

(a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: project name, grant contract number, the amount of grant funds to be used, location where grant funds were or will be used, activity the grant funded, and current landowner (if applicable). The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.

(a) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

4.1.3. **Indirect Cost Rate.** The federal indirect cost rate for the State's federal award is 0%. The Grantee's indirect cost rate is 0% for this sub-award agreement. The State will accept the indirect cost rate negotiated with a federal agency, provided the agency approved the rate on or before the award end date.

THE TOTAL STATE OBLIGATION FOR ALL COMPENSATION AND REIMBURSEMENTS TO GRANTEE SHALL NOT EXCEED: Two Hundred Ninety-Five Thousand Dollars

Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee.

4.2. Payment.

The State shall disburse funds to the Grantee pursuant to this agreement **on a reimbursement basis and will** promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following date schedule listed here and in Exhibit A which is incorporated and made part of this agreement:

4.2.1. **Federal funds.** Payments under this grant agreement will be made from federal funds obtained by the State through Title Landscape Scale Restoration: Protecting Working Forestlands in the Driftless Area

4.2.2. for Multiple Benefits: Trout Turkey Timber CFDA/Assistance Listing number 10.664 of the Cooperative Forestry Assistance Act of USDA Forest Service, Eastern Region State, Private, and Tribal Forestry. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full

financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5. Conditions of Payment

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

6. Authorized Representative

The State's Authorized Representative is John Carlson, Private Forest Management Coordinator, 500 Lafayette Road, St. Paul, MN 55105, 651-259-5282, john.c.carlson@state.mn.us., or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative or his/her designee will certify acceptance on each invoice submitted for payment.

The Grantee Authorized Representative is Terri Peters, District Manager, 611 Broadway Ave., Suite 10, Wabasha, MN 55981, 651-560-2044, terri.peters@mn.nacdn.net, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Waiver, and Grant Agreement Complete

- 7.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State 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.
- 7.1. **Amendments.** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.2. **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.
- 7.3. **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Subcontractors, Contracting, and Bidding Requirements

The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with [Title 2 Code of Federal Regulations \(CFR\) 200.318](#) through 2 CFR 200.326.

8.1 Uniform Municipal Contracting Law

Per [Minn.Stat. § 471.345](#), Grantees that are municipalities as defined in Subd. 1 must follow the law.

- 8.1.1. Any services and/or materials that are expected to cost less than \$10,000 (\$2,000 for acquisitions of construction that are subject to the [Davis-Bacon Act](#) and \$2,500 for the acquisition of services subject to the [Service Contract Act](#)) do not require the solicitation of competitive quotations in accordance with [2 CFR 200.320\(b\)](#). The Grantee must make an effort to equitably distribute these purchases.
- 8.1.2. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn.Stat. § 177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

8.2 Nongovernmental organizations

Must follow the requirements below.

- 8.2.1. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- 8.2.2. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- 8.2.3. Services and/or materials that are expected to cost between \$10,000 and \$24,999 (\$2,000 for acquisitions of construction that are subject to the [Davis-Bacon Act](#) and \$2,500 for the acquisition of services subject

to the [Service Contract Act](#)) must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

- 8.2.4. Any services and/or materials that are expected to cost less than \$10,000 (see 8.2.3 for thresholds regarding the Davis-Bacon and Service Contract Act) do not require the solicitation of competitive quotations in accordance with [2 CFR 200.320\(b\)](#).
- 8.2.5. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- 8.2.6. The Grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- 8.2.7. Notwithstanding 8.2.1 - 8.2.5 above, the State may waive bidding process requirements when:
 - Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant.
 - It is determined there is only one legitimate or practical source for such materials or services and that Grantee has established a fair and reasonable price.
- 8.2.8. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; [Minn.Stat. § 177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
 - The Grantee must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible as outlined in [2 CFR 200.321](#).
 - [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)

8.3 The Grantee must not contract with [vendors who are suspended or debarred in MN](#).

8.4 The Grantee may not issue a subaward or contract to any Federal employee, department, or agency, without advance permission from the State's Authorized Representative.

8.5 **Domestic Sourcing Preferences.** Per 2 CFR 200.322, Grantees should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States in every contract, purchase order, or sub-award.

8.6 **Prohibition on certain telecommunications and video surveillance service or equipment.** Per Public Law 115-232, section 889; 2 CFR 200.216, Grantees are prohibited from obligating or expending grant funds on telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

9. 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 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.

10. Audits (State and Single)

Under [Minn. Stat. §16B.98, subd. 8](#) and [2 CFR 200.331](#), the Grantee books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the Commissioner of Administration, by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

11. Government Data Practices and Intellectual Property

11.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant 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.

If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

11.2 **Intellectual Property Rights (if applicable).**

11.2.1. **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 contract agreement*. 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 contract agreement. Works 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 contract agreement. 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 contract agreement. To the extent possible, those Works eligible for copyright protection under the United States 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.

The federal awarding agency may receive royalty-free, non-exclusive and an irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so as noted in [2 CFR 200.315](#).

11.2.2 **Obligations.**

(A) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

(B) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee’s or the State’s opinion is likely to arise, the Grantee must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to

obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

12. 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.

13. Publicity and Endorsement

13.1 *Publicity*

Any publicity regarding the subject matter of this grant contract agreement must identify the sponsoring agencies; and must not be released without prior written approval from the State's Authorized Representative or designee. For purposes of this provision, publicity includes websites, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

13.2 *Endorsement*

The Grantee must not claim that the State endorses its products or services and the Grantee must adhere to the terms [of 2 CFR 200.315](#).

14. 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.

1. Termination

1.1 (a) *Termination by the State*

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(b) *Termination by The Commissioner of Administration*

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

1.2 ***Termination for Cause.*** The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

1.3 ***Termination for Insufficient Funding***

The State may immediately terminate this grant contract agreement if:

(a) Funding for Grant No. « Federal Award ID #» *is withdrawn by the* «Federal Awarding Agency» *is withdrawn; or*

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

16 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.

17 American Disabilities Act

Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design, or any updated version of these requirements in effect at the time of this grant, and all applicable regulations and guidelines.

18 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- e) Any other applicable non-discrimination law(s).

19 Reporting Requirements

The Grantee is bound to financial and performance reporting requirements as noted in the federal award letter/grant agreement/proposal/narrative.

20 Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

21 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

22 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version](#).

23 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

24 Byrd Anti-Lobbying Amendment Certification and Disclosure: (If applicable)

- a. The Grantee certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352
- b. The Grantee shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Final Rule. The Interim Final Rule requires the Grantee to certify as to their lobbying activity. Further definition of lobbying can be found in [2 CFR 200.450](#).
- c. If the Grantee engages in lobbying activities with non-Federal funds that takes place in connection with obtaining any Federal award, they will promptly inform the authorized representative, and complete any certifications the authorized representative requires.

25 Whistleblower Protection Rights

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

26 Build America Buy America (if applicable)

Use the language from the federal awarding agency.

27 Additional Program Requirements

The grantee must comply with **(insert additional program requirements, state and federal law requirements, requirements of the award, etc.)** as well as the terms and conditions for closeout of the sub-award.

Exhibits:

- A. Scope of Work / Deliverables / Budget
- B. Federal Award Letter/Grant Agreement/Proposal/Narrative
- C. Conflict of Interest Disclosure
- D. USDA Civil Rights Brochure

1. STATE ENCUMBRANCE VERIFICATION

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

DocuSigned by:
 Signed: Donna Edelman
29ACA438FB60474...

Date: December 31, 2024

SWIFT PO No. 261886 / 3-268036

2. GRANTEE

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

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

Title: District Manager

Date: January 16, 2025

3. STATE AGENCY

Signed by:
 By: Andrew J Arends
850A0DF3542E499... Andrew J Arends
 (with delegated authority)

Title: Deputy Director, Division of Forestry

Date: January 21, 2025

Exhibit A
Contractor's Responsibilities
24-DG-11094200-281 – Trout Turkey Timber LSR Project – Wabasha SWCD

Scope of Work:

Phase 1: Watershed Based Private Forest Management Priorities/Coordination. (Year 1)

- Project Coordination. A local forestry technical team (LFT) comprised of local, state, federal, non-governmental organizations, consulting foresters and loggers with water, wildlife and fish resource professionals will be convened on a watershed basis. The MFRC Southeast Landscape Committee leadership will support the development of LFTs for this project and related grant projects.
- PTM Methodology. The LFT will apply the Prioritize, Target, Metrics (PTM) method (see Measurable Outcomes Narrative page 5). First, the team will confirm priority minor watersheds and streams in local water management plans and fish and wildlife plans. Second, they will identify specific parcels in the priority watersheds to target implementation. Third, the team will define the metrics for measuring success.
- Project Metrics. Develop and track project accomplishment metrics to be consistent with the LSR national quantitative measures.

Phase 2 - Forester/Logger Capacity Development. (Years 1-3)

- Service Provider Directory. Update and maintain the SE MN Forester-Logger Directory and place it on the DNR and SWCD websites.
- Service Provider Workshops. The team will work together to expand and develop PFM capacity. DNR PFM staff and the team will convene 3 workshops to recruit the next generation of agency and consulting foresters at high schools and technical colleges. DNR PFM staff and the team will convene a workshop to recruit the next generation of agency and consulting foresters at high schools and technical colleges.
- Annual Field Tours. Team will convene 3 annual field tours with foresters and loggers to explore ways to enhance PFM service delivery. It will update the SE MN Forester-Logger Directory and place it on the DNR and SWCD websites.
- Four-State Workshop. Project partners will convene a four-state workshop to share service delivery approaches, progress made, and lessons learned by resource professionals in each of the states in the Driftless Area.

Phase 3 – Strategic Landowner Outreach & Technical Assistance. (Years 1-3)

- LFT Meetings. The local teams will meet regularly to coordinate and prioritize technical assistance as guided by the PTM based ranking methodology.
- Landowner Outreach Strategy. Develop and implement a landowner outreach strategy combining watershed and parcel rankings with the Tools for Engaging Landowners Effectively (TELE) program.
- Landowner Outreach Events. The local team will support landowner outreach events in each priority watershed. Reach a total of 500 forest landowners with technical assistance in more than one interaction and benefited in a significant and lasting way. The LFT will develop and implement a landowner outreach strategy combining watershed and parcel rankings with concepts from the Tools for Engaging Landowners Effectively (TELE) program.

- FSPs/ Practice Plans. It will oversee the preparation of 60 forest stewardship plans and 60 forest practice plans for parcels in the priority watersheds.

Phase 4 - Strategic Forestland Protection (Years 1-3)

- Public Awareness for Forestland Protection. Assist DNR and BWSR in promoting land protection tools (2c, SFIA and conservation easements) with landowners. LFTs will work with DNR, BWSR, and 1W1P committees in developing and implementing a public awareness strategy for the SE region.
- Funding Development. The LFT will work with DNR Forestry and Southeast Regional Landscape Committee to secure additional funding from private, state and federal conservation funding sources to implement forest protection, stewardship and management identified in the State Forest Action Plan during and beyond this grant.
- 2c / SFIA Enrollment. Assist landowners to enroll in Sustainable Forest Incentive Act or 2c tax program (14,000 acres total).
- Conservation Easements. Coordinate the acquiring of 2,000 acres of conservation easements.
- Public Land Acquisitions. Coordinate and/or assist in the acquiring of 400 acres of public land acquisitions.

Phase 5 - Accomplishment Reports and Recommendations (Years 1-3)

- Annual Accomplishment Reporting. Annual project accomplishment reports will be developed by the LFT coordinator; reviewed by the LFT and the Southeast Landscape Committee; and distributed to the 1W1P committees, BWSR, DNR, and USFS.
- Final Project Report and Recommendations. The final project report will include policy and program recommendations. It will be reviewed by the LFT and the Southeast Landscape Committee and distributed to the 1W1P committees, BWSR, DNR, and USFS.

Deliverables by Contractor:

- Local forestry technical team membership list, meeting agendas and information materials, and annual meeting schedules.
- Priority watersheds and RAQ scoring.
- Updated service provider directory.
- 3 service provider workshops.
- 3 annual field tours for service providers.
- 1 youth mentoring workshop.
- 1 four-state workshop.
- Landowner outreach strategy.
- Landowner outreach events as defined in the outreach strategy.
- Technical assistance and coordination to support the 60 forest stewardship plans and 60 forest practice plans.
- Public awareness promotions with DNR and BWSR.
- Funding development to support the conservation easements and land acquisitions.
- Annual and final project accomplishment reports including narratives, maps and data for the project and recommendations for future collaborative PFM efforts.

Deliverables by the State:

- Relevant maps and data.
- Technical assistance and support.
- Assist in coordination efforts by the local forestry technical teams.
- Project reports to US Forest Service.

Budget:

Phase 1: Watershed Based Private Forest Management Priorities	\$ 30,000
Phase 2: Forester/Logger Capacity Development	\$ 60,000
Phase 3: Strategic Landowner Outreach & Technical Assistance	\$120,000
Phase 4: Strategic Forestland Protection	\$ 75,000
Phase 5: Accomplishment Reports/Recommendations	<u>\$ 10,000</u>
Total	\$295,000

Additional Terms:

Contractor and the State agree to the following:

- Contractor will provide DNR Forestry with a digital copy of all documents prepared for this contract using Microsoft (MS Word, Publisher, Access, Excel, etc.) and ESRI products.

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 24-DG-11094200-281
Between The
MINNESOTA DEPARTMENT OF NATURA
And The
USDA, FOREST SERVICE
EASTERN REGION, STATE, PRIVATE AND TRIBAL FORESTRY**

Project Title: Landscape Scale Restoration: Protecting Working Forestlands in the Driftless Area for Multiple Benefits: Trout Turkey Timber

Upon execution of this document, an award to Minnesota Department of Natura, hereinafter referred to as “the Recipient,” in the amount of **\$295,000.00**, is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 U.S.C. 2101 et seq. The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.664, Cooperative Forestry Assistance. Minnesota Department of Natura accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 11/28/2023, and the attached Forest Service provisions, ‘Forest Service Award Provisions,’ are incorporated into this letter and made a part of this award.

This authority requires a match of 1:1, which your organization has agreed to provide as shown in the attached application, financial plan and narrative.

Landscape Scale Restoration Program-Specific Reporting: Additional reporting is required for this award. See attachment A, provision F, Program Performance Reports for details.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at sm.fs.r9spfgrants@usda.gov.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY**. The Recipient shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.



- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
John Carlson 500 Lafayette Road Saint Paul, MN 55155-4044 651-259-5282 john.c.carlson@state.mn.us	Laura Larson 500 Lafayette Road Saint Paul, MN 55155-4044 218-322-2706 laura.larson@state.mn.us

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Barbara Spears 1992 Folwell Ave. Saint Paul, MN 55108 218-326-7132 Barbara.Spears@usda.gov	D Penny Berry 626 E Wisconsin Ave. Milwaukee, WI 53202 934-899-0167 Penny.Berry@usda.gov

- C. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** The Recipient shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- D. **ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.** Advance and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for

reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

To expedite payment, please attach a list of expenses that match the approved project budget when submitting each SF-270. Each SF-270 shall include the award number in Block 4. If this award has multiple projects, each project must be identified in separate columns for tracking purposes in Block 11. A final SF-270 must have a final performance report approved & submitted in order to be approved.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov	Barbara.Spears@usda.gov
FAX: 877-687-4894	
POSTAL: USDA Forester Service Budget & Finance - Grants and Agreements 4000 Masthead St, NE Albuquerque, NM 87109	

- E. **INDIRECT COST RATES.** The approved indirect cost rate at the time of execution is **21.20%** as shown in the NICRA provided by the Cooperator. The Recipient has elected to not assess indirect costs against this award, as shown in the original proposal package.

As new NICRAs are agreed to between The Recipient and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.

If the NICRA is for a provisional rate, The Recipient shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.

- F. PRIOR WRITTEN APPROVAL. The Recipient shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 90 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. Pre-award costs are authorized as of 07/01/2024 pursuant to 2 CFR 200.458.

The end date, or expiration date is **06/30/2029**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

Patty Thielen Digitally signed by Patty Thielen
Date: 2024.08.08 13:30:45 -05'00'

Date

MINNESOTA DEPARTMENT OF NATURA

ROBERT LUECKEL Digitally signed by ROBERT LUECKEL 8/12/24
Date: 2024.08.12 16:23:37 -05'00'

Date

ROBERT LUECKEL
Deputy Regional Forester
State, Private and Tribal Forestry

The authority and the format of this award have been reviewed and approved for signature.

DIONNE BERRY Digitally signed by DIONNE BERRY 8/7/24
Date: 2024.08.07 08:32:45 -04'00'

Date

D. PENNY BERRY
Forest Service Grants Management Specialist

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, The Recipient may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to The Recipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by The Recipient or any third party.
- C. NOTICES. Any notice given by the Forest Service or the Recipient will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To the Recipient, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at [fsrs.gov](https://www.fsrs.gov) in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted annually. These reports are due 90 days after the reporting period ending December 31. The final SF-425 (and SF-425A, if applicable)

must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at grants.gov/forms/forms-repository/post-award-reporting-forms

- F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

The Recipient shall submit annual performance reports. These reports are due 90 days after the reporting period ending December 31. The final performance report shall be submitted either with the Recipient's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- Additional pertinent information:

All funded LSR projects will be required to provide annual accomplishment reporting through the Landscape Scale Restoration (LaSR) database each year by October 28. This is a separate submission from standard program performance report stated above. Grantees are encouraged to generate a report from LaSR to meet the standard performance requirements. If applicable, you would then add any additional program work accomplished September 30 through December 31st.

To prevent payment delays, all reports should be emailed to SM.FS.R9SPFgrants@usda.gov and the U.S. Forest Service Program Manager prior to their respective due dates. Please ensure the subject line of the email contains the award number (24-DG-11094200-281) and the name of the report being submitted.

The final performance report must be submitted and approved prior to approval of the final SF-270 payment request.

- G. NOTIFICATION. The Recipient shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.
- I. USE OF FOREST SERVICE INSIGNIA. In order for The Recipient to use the Forest Service insignia on any published media, such as a Web page, printed publication, or

audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify The Recipient when permission is granted.

- J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of the Recipient's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.
- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. The Recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

The Recipient may call on Forest Service's Office of Communication for advice regarding public notices. The Recipient is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The Recipient shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.
- M. COPYRIGHTING. The Recipient is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by the Recipient under this award.
- Any right of copyright to which the Recipient purchase(s) ownership with any federal contributions.

- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Recipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:
“This institution is an equal opportunity provider.”

- O. **DISPUTES.** In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.

- P. AWARD CLOSEOUT. The Recipient must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to The Recipient must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- Q. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

- R. DEBARMENT AND SUSPENSION. The Recipient shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Recipient or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

- S. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

- T. SCIENTIFIC INTEGRITY: USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in [Departmental Regulation \(DR\) 1074-001](#).

- U. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in [Departmental Regulation 3465-001](#) which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.
- V. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide [public access policy](#) implemented in [Departmental Regulation 1020-006](#) which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.
- W. BUY AMERICA BUILD AMERICA. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:
- (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - (2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
 - (3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [USDA Buy America Waivers for Federal Financial Assistance | USDA](#).

Definitions

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

- (1) The listed items are:
 - (i) Non-ferrous metals;
 - (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
 - (iii) Glass (including optic glass);
 - (iv) Fiber optic cable (including drop cable);
 - (v) Optical fiber;

- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

X. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.
 - a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients’ employees may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
 - a. “Employee” means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. “Private entity”:

- (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
- (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Y. DRUG-FREE WORKPLACE.

1. The Recipient agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions the Recipient will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify The Recipient in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. The Recipient agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager’s expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. The Recipient agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee’s position title, the award number of each award on

which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after The Recipient learns of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, the Recipient must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Z. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

AA. ELIGIBLE WORKERS. The Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). The Recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

BB. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- CC. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- DD. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
- EE. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.



Forest Service
U.S. DEPARTMENT OF AGRICULTURE

**USDA Forest Service Eastern Region, State, Private, and Tribal Forestry
Fiscal Year 2024 Landscape Scale Restoration Competitive Process Request for Applications
Project Narrative (Optional Format)**

Project Title: Provide a uniquely descriptive title for this project. Use this full title consistently on all submission communications and documents, including letters of support.

Protecting Working Forestlands in the Driftless Area for Multiple Benefits: Trout Turkey Timber (TTT)

Project Applicant: Enter the name of organization applying for Federal funding.

Minnesota Department of Natural Resources (DNR) Forestry - Private Forest Management (PFM) Program

Program Contact: Name and contact information for lead project contact, i.e., for implementing the project if funded.

Name:
 Email:
 Phone:

Brief Project Overview and Purpose: 6 lines of text or up to 640 characters and spaces with no carriage returns. Provide a brief overview and purpose statement for the project, addressing the Landscape Scale Restoration program purpose: "To encourage collaborative, science-based restoration of priority forest landscapes."

This project implements science-based strategies in Minnesota's Forest Action Plan through the protection and management of private forestlands in the Driftless Area of Southeast Minnesota. It will help secure and strategically invest funding for forestland protection and management through the Minnesota Board of Water and Soil Resources (BWSR) One Watershed One Plan (1W1P) program and state Legacy funds. LSR funds will be the catalyst to directing state and local funds to expand technical assistance to private land.

Location of Rural Lands for the Project: Briefly list the location, e.g., town(s) or county(ies), and landownership type for the on-the-ground outcomes. Use the [LSR Project Eligibility Tool](#) to confirm the land is rural (population of 50,000 or less). If project locations are not known at this time, provide a statement to verify that all on-the-ground outcomes funded with the Federal LSR will take place on rural lands.

Work will be completed in target areas identified in the Winona-La Crescent (WinLac) Watershed Landscape Stewardship Plan in Southeastern Minnesota with the central location being Winona County.

Is this a multistate project (sponsored by more than one State)? Yes No

If multistate, please select one:

- All Federal funds will go directly to the lead State or organization (applicant listed above). The lead State may pass funds to other States or third-party partners to implement components of the project. This is preferred.
- Federal funds will go directly to multiple States and/or partners, as indicated in the Budget Spreadsheet and outlined in the Project Description.

Is this a cross-regional project? I.e., includes sponsors from Northeast-Midwest State Foresters Alliance States and from Western/Southern State(s). Yes No

Clearly and concisely respond to each section. For the longer sections we encourage you to include sub-headings, line spacing, and/or other formatting for ease of reading (rather than fill every line with words). You may format text in MS Word and then copy and paste it into this Form. Some text formatting is available in this PDF: Highlight the text, right click, and select "Text Style," then select formatting desired, e.g., bold, underline, and italic.

Project Description

This field accommodates 46 full lines of text or up to 5,000 characters and spaces with no carriage returns.

Provide a comprehensive but succinct overview of the proposed project that includes basic details of who is doing what, where, and why (in context of need documented elsewhere). Clearly articulate the methods employed, timelines, and resources needed. Address the project's suitability as the most appropriate scale of response (local, statewide, multistate, or national) to the issue addressed. Projects should effectively address the purpose statement: "To encourage collaborative, science-based restoration of priority forest landscapes."

Trout, turkey, and timber are dependent on healthy forests; healthy forests produce clean water. Private forests play a major role in protecting water resources and native fish and wildlife populations. Over 95 percent of the Southeast region in Minnesota is privately owned, but less than 10 percent have a Woodland Stewardship Plan. Providing services to private landowners has been limited by inadequate funding. Clearly the primary risk of parcelization and land conversion is on private lands. Dramatically increasing private forest management at landscape scales is critical to the future of the Driftless Area.

This project brings DNR, Board of Water & Soil Resource (BWSR), Soil & Water Conservation Districts (SWCDs), consulting foresters, Trout Unlimited, National Wild Turkey Federation, conservation groups and forest industry together with landowners to protect working forestlands and water quality through the implementation of watershed-based Landscape Stewardship Plans (LSPs) and 1W1Ps. This project will prioritize outreach to private landowners down to the parcel level to support strategic forestland protection, increase forest stewardship, enhance fish and wildlife habitat while supporting sustainable timber harvesting. It is the landowner's choice as to which level of protection works for them and how active they want to manage their woods. This project includes 5 phases:

Phase 1: Watershed Based Private Forest Management Priorities. Year 1

A local team comprised of local, state, federal, non-governmental organizations, consulting foresters and loggers with water, wildlife and fish resource professionals will be convened. The team will apply the Prioritize, Target, Metrics (PTM) method (see Measurable Outcomes Narrative page 5). First, the team will confirm priority minor watersheds and streams in local water management plans and fish and wildlife plans. Second, they will identify specific parcels in the priority watersheds to target implementation. Third, the team will define the metrics for measuring success. The metrics will be consistent with the LSR national quantitative measures.

Phase 2: Forester/Logger Capacity Development. Years 1-3

The team will work together to expand and develop PFM capacity. DNR PFM staff and the team will convene 3 workshops to recruit the next generation of agency and consulting foresters at high schools and technical colleges. Team will convene 3 annual field tours with foresters and loggers to explore ways to enhance PFM service delivery. It will update the SE MN Forester-Logger Directory and place it on the DNR and SWCD websites. Finally, project partners will convene a four-state workshop to share service delivery approaches, progress made, and lessons learned by resource professionals in each of the states in the Driftless Area.

Phase 3: Strategic Landowner Outreach & Assistance. Years 1-3

The local team will meet regularly to coordinate and prioritize technical assistance as guided by the PTM based ranking methodology. It will develop and implement a landowner outreach strategy combining watershed and parcel rankings with the Tools for Engaging Landowners Effectively (TELE) program. The local team will support landowner outreach events in each priority watershed. It will oversee the preparation of 60 forest stewardship plans and 60 forest practice plans for parcels in the priority watersheds.

Phase 4: Forestland Protection - Coordination. Years 1-3

The local team will work with DNR Forestry and Southeast Regional Landscape Committee to secure additional funding from private, state and federal conservation funding sources to implement forest protection, stewardship and management identified in the State Forest Action Plan during and beyond this grant.

Phase 5: Project Accomplishment Reports/Recommendations. Years 1-3

Project accomplishment reports will be developed by the team. The reports will include policy and program recommendations and distributed to DNR, BWSR, SWCDs, 1W1P committees, Southeast Landscape Committee, and USFS.

Priority Issues and/or Landscapes in the State Forest Action Plan (25 Points)

This field accommodates nearly 45 full lines of text or up to 5,000 characters and spaces with no carriage returns.

Projects will be based on an analysis within the State or region that identifies the issue or landscape being addressed as a priority in the State Forest Action Plan(s) or equivalent restoration strategy.

- Demonstrate focus on a significant issue and/or priority landscape in the respective State Forest Action Plan(s).
- Describe how the project will bring a State or region to a desired future condition, goal, or strategy as articulated in the respective State Forest Action Plan(s).

The 2020 Minnesota State Forest Action Plan (FAP) (Part 2 - Strategies, page 48) established the state's proactive approach to implementing Forest Stewardship is through the development of watershed based landscape stewardship plans (LSPs) (<https://www.dnr.state.mn.us/forestry/forest-action-plan.html>). The watershed based LSPs provide critical context for the development of comprehensive local water management plans also known as 1W1Ps. By working collaboratively through landscape stewardship approaches, the forestry community can more effectively keep forests as working forests, and ensure continued contributions to forest management, clean water, fish and wildlife habitat, climate change mitigation, and the many other benefits forests provide. DNR Forestry and partners are committed to proactively implementing the FAP to advance the successful implementation of national priorities in Minnesota.

The FAP (page 58) describes the state's approach to stakeholder engagement and involvement. Stakeholder involvement is tailored to each forested region via six regional landscape committees including the Southeast Landscape Committee supported by the Minnesota Forest Resources Council (MFRC). This project has been specifically designed to implement many of the Southeast Committee's priorities (see page 66) including: 1) Identify opportunities for forest protection, enhancement, restoration, 2) target forest stewardship services to critical watersheds, 3) ensure that forest stewardship plans include guidance for forest management, harvesting regeneration, and 4) provide forest products marketing assistance to private landowners including updating the Southeast Minnesota Forester-Logger Directory.

This project directly supports the implementation of Minnesota's Forest Action Plan (FAP). Notes are provided on how this project will implement FAP strategies and sub-strategies.

National Priority 1. Conserve and Manage Working Forest Landscapes for Multiple Values and Uses

- 1.1 Identify and conserve high priority forest ecosystems and landscapes (Primary purpose of landscape stewardship plans, this project implements these plans) (Implements sub-strategies 1,2,3,4, 5,6)
- 1.2 Actively and sustainably manage forests (Primary outcome of increased PFM capacity) Implements sub-strategies 1,2)

National Priority 2. Protect Forests from Threats

- 2.2 Identify, manage, and reduce threats to forest and ecosystem health. (Sub-strategies below in the landscape stewardship plans and will be integrated into forest stewardship plans and implemented through harvests and cost share practices) (Implements sub-strategies 1,2,3,4,)

National Priority 3. Enhance Public Benefits from Trees and Forests

- 3.1 Protect and enhance water quality and quantity. (Implements sub-strategies 1,2,3,5,7,8,9,10,11,12)
- 3.4 Maintain and Enhance the Economic Benefits and Values of Trees and Forests (Implements sub-strategies 1,2,3,4,6,7,9,13,14,15,17,18,19)
- 3.5 Protect, conserve, and enhance wildlife and fish habitat (Implements sub-strategies 1,2,3,4,5,6,7,8,9)
- 3.6 Connect people to trees, forests; engage them in environmental stewardship activities. (Implements sub-strategies 1,2,3,7,14)

This project implements the state's portion of the Driftless Area Landscape Conservation Initiative (a multi-state priority for Minnesota, Wisconsin, and Iowa). Furthermore, it leverages Minnesota's Clean Water, Land and Legacy funds which is a high priority funding strategy for implementing the state's FAP.

LSR Objectives the Project Addresses (select one or more):

Projects shall prioritize funding and other resources toward one or more of the national LSR objectives below. This is for reference and clarity and not for scoring purposes, e.g., strong projects that address one objective can score just as well as projects that address multiple objectives.

- Reduce the risk of uncharacteristic wildfires.
- Improve fish and wildlife habitats, including for threatened and endangered species.
- Maintain or improve water quality and watershed function.
- Mitigate invasive species, insect infestation, and disease.
- Improve important forest ecosystems.
- Measure ecological and economic benefits including air quality and soil quality and productivity.

Measurable Outcomes (35 Points) *Do not alter this table. Simply fill in the section(s) relevant for the project.*

Provide the output amount for at least one of the quantitative accomplishment measures listed below. You may also list additional specific measurable results that show how the Federal investment will lead to outcomes on the landscape. *For less quantifiable return on investments, describe in the narrative section on the next page.*

Quantitative Accomplishment Measures	Output	Unit
Acres of rural forest land treated to reduce hazardous fuels	100.00	Acres
Acres of rural forest land treated to enhance wildlife habitat	1,000.00	Acres
Miles of rural riparian forest treated to enhance wildlife habitat	1.00	Miles
Acres of trees and seedlings planted to enhance water quality	120.00	Acres
Miles of rural riparian forest treated to enhance water quality	0.50	Miles
Number of trees, saplings, and/or seedlings planted to enhance water quality	19,000.00	Number
Acres of rural forest land treated for insects and diseases	300.00	Acres
Acres invasive plant/weed management in rural forests	900.00	Acres
Acres of rural forest land under new forest management plans	15,000	Acres
Number of forest landowners reached through technical assistance in more than one interaction and benefited in a significant and lasting way	500	# of People
Tons of forest products produced (biomass)		Tons
Board feet of forest products produced (timber)	80,000.00	Board feet
Service provider training workshops	3.00	Number
Lands enrolled in Sustainable Forest Incentive Act or 2c tax program	14,000.00	Acres
Coordinate securing/investing of funding for conservation easements	2,000.00	Acres
Coordinate securing/investing of funding for public land acquisitions	400.00	Acres

Since a project may have multiple accomplishments on the same acres/miles, as relevant, provide the total acres and/or miles below, e.g., removing invasive plants on 100 acres also improves wildlife habitat on the same 100 acres; the total acres of rural forest land improved is 100.

Total acres: Total miles:

Measurable Outcomes Narrative

This field accommodates nearly 45 full lines of text or up to 5,000 characters and spaces with no carriage returns.

Describe how project outcomes will result in science-based restoration of priority landscapes. To complement the table above, also describe less quantifiable return on investments. Describe outcomes in relationship to the proposed budget. In the budget spreadsheet, provide a brief description to justify each budget category requested.

Reviewers will assess if outcomes are commensurate with the budget.

Reaching the goals and achievements of the project will influence positive change by: **“Building a shared understanding of forestland/watershed connections”** so that increased collaboration and coordination in the delivery of PFM services for the greatest return on investment of public funds can occur. The primary risk to good water quality, wildlife habitat, and forest industry is on private lands. The geographic location for the highest return of public investment on private lands occurs where risk and quality intersect. The **“Prioritize-Target-Measure”** (PTM) concept advocated by BWSR is a way to plan and implement effective conservation projects. To **prioritize** is to recognize that not all valued resources and identified issues can be addressed at the same time --some items will be addressed before others. To **target** is to take a closer look at priority areas and issues and identify specific cost-effective and measurable actions necessary to achieve goals and address issues. To **measure** is the ability to demonstrate progress towards the achievement of restoration and protection goals over time.

The 1W1P program administered by BWSR is implemented by local partners. This program supports water resource planning at a major watershed (HUC 8) scale. Forests play a critical role in watershed protection. Over the past 10 years, DNR and BWSR have developed a lake-based watershed assessment methodology connecting forestland cover and water quality based on research developed by DNR Fisheries. We periodically measure the percent of the watersheds with permanent forest protection and illustrate this transformation on graphic dial like a speedometer. We call this measurement and assessment, “moving the needle” towards watershed protection through forestry. Given the stream-based watershed context of the Driftless Area, this project will result in a method for collaborative, science-based restoration of stream-based watersheds using the following:

- **Prioritize by Water - “P”**. Categorize the watersheds by land cover patterns at three watershed scales (HUC 8, 10 and 14 levels). Review the relationships between land cover, particularly forests, and water quality. Sort watersheds by dominant land cover, land ownership, geomorphology, and ecological data. Confirm the appropriate blend of resource management strategies (BMPs - ag and urban, PFM - forestland protection and stewardship) for each subwatershed and minor watershed.
- **Target by Land - “T”**. Prioritize conservation work down to the parcel level. Create spreadsheets that summarize scores for three factors - Riparian, Adjacency, Quality (RAQ) using methodologies developed by BWSR and DNR. Create RAQ Landowner Tables for use by the teams.
- **Metrics for Measuring Success - “M”**. In each watershed, define metrics for each of the major landscape areas: 1) production agricultural plateaus, 2) forested buffer edges or shoulders, 3) steep slopes of forests, oak savannas, goat prairies, 3) riparian corridors, and 4) floodplains in forests or agricultural uses. Track PFM accomplishments in each of these 4 areas on a watershed basis. Use the 8 categories from the PFM Implementation Toolbox. (see page 41 - <http://landscapeconservation.org/wp-content/uploads/2017/12/Landscape-Stewardship-Guide-USDA-USFS-2011.pdf>)

The second major influence of this project will be the **“Building commitment for stable consistent PFM capacity”** to serve increased numbers of landowners in the Driftless Area. This project will help us expand PFM technical assistance capacity to strategically serve significantly more private landowners on a consistent and ongoing basis. This project will help us be more effective in securing future funding necessary to sustain the increased levels of forest stewardship by leveraging resources.

Collaboration and Integrated Delivery (20 Points)

This field accommodates 27 full lines of text or up to 3,000 characters and spaces with no carriage returns.

- Identify partners that have demonstrated a commitment and add value toward planning and carrying out the project, and describe what these partners contribute.
- Seek to improve the delivery of public benefits from forest management by coordination with or proximity to complementary State and Federal programs and partnership efforts when possible, e.g., Collaborative Forest Landscape Restoration Program, landscape areas designated for insect and disease treatments, Good Neighbor Authority, stewardship contracting projects, Natural Resources Conservation Service programs, Shared Stewardship agreements, and appropriate State-level programs.
- Describe land ownerships for the project area and cross-boundary goals, which can include a combination of Tribal, State, local government, and private land ownerships, e.g., multiple private landowners, private and State landowners, State and Federal landowners, State and local government, State and Tribal landowners, etc.
- Demonstrate residual positive benefits, as a result of collaboration, related to capacity, skills, knowledge, infrastructure, or a replicable approach, among others.

Collaboration may be qualitative in nature, and the contribution of the partners may be more important than the number of partners involved.

Partner Commitment
 Partners on this project have a 20-year history of working with the Southeast Landscape Committee to promote sustainable forestry. They have contributed thousands of hours to develop several projects: Forest Bank (wood supply), Finding Locally Sourced Wood (wood demand), watershed-based LSPs, and the Healthy Forest Healthy Waters project. Project partners will take an active role with DNR to increase PFM capacity, contracting with consulting foresters, and broaden support through the local teams. Legacy landowners will serve as mentors. Conservation organizations will continue to work closely with the teams on forestland protection projects in priority watersheds and streams.

Public Benefits
 It is more cost-effective to protect working forestlands and water resources than to restore them when degraded. Through this project, we will proactively and strategically help landowners protect and manage their woodlands for multiple public benefits that healthy forests provide. This project will help landowners restore appropriate marginal lands back into ecologically appropriate forests. It provides the rationale for investing public funds for the restoration and management of private forests in priority watersheds on high scoring parcels by applying the PTM based PFM. The method is practical, fair, and time efficient.

Cross Boundary Goals
 The goals of this project, guided by the state's 2020 FAP and Southeast Landscape Plan will help the local teams work with private landowners to make positive impacts in their watersheds using the national LSR objectives especially on Measure Ecological and Economic Benefits through the moving the needle concept on a watershed basis. One of the core ways that the FAP is implemented (see page 48) is through the LSPs. One of the primary goals in the Southeast Landscape Plan is to ensure that private forest landowners receive consistent technical and financial resources to implement sustainable forest management. The 1W1P process benefits from relevant resource information and recommendations from the LSPs.

Residual Positive Benefits
 The interconnected LSP-1W1P planning processes promote and strengthen working relationships by partners to increase cross boundary management of not only forest resources, but water resources along with fish and wildlife. This collaborative work is helping to grow partnerships with agency fish and wildlife managers as well as outdoor and sportsmen groups.

Leverage (10 Points)

This field accommodates 15 full lines of text or up to 1,625 characters and spaces with no carriage returns.

Projects should maximize S&PF funding by using it to leverage contributions from both Federal and non-Federal entities. Project applications need to clearly identify the LSR Competitive Allocation funds requested and the associated non-Federal contributions in the SF-424A and Budget Spreadsheet. Provide details about leveraged contributions, including match from partners and additional non-match leveraged contributions. Note: Collaboration with a for-profit Conservation Finance partner can be a powerful leverage multiplier, but this requires careful budget segregation to ensure Federal grants are not earning income.

Minnesota is one of a few states that has a voter-approved mechanism to provide dedicated funding for implementing conservation. In 2008, Minnesota's voters passed the Clean Water, Land and Legacy Amendment (Legacy Amendment) for water quality, conservation, recreation, and the arts. The Legacy Amendment increased the state sales tax by three-eighths of one percent continuing until 2034. This federal grant will provide critical coordination capacity to knit and weave together local teams to work effectively at landscape scales. Over the past year, project partners have secured matching funding totaling \$335,000 from the DNR, Winlac 1W1P Policy Committee, MFRC, LCCMR and the NWTF.

This project will advance the enhanced leveraging of private, local, and state funding through the strategic investment of federal funds on a landscape scale. Minnesota Land Trust (\$2M) and Trust for Public Lands (\$1M) have secured Legacy funds for forest conservation work in this region and have committed to investing these funds as an in-kind match for this federal LSR funding.

Knowledge and Technical Transfer (10 Points)

This field accommodates 15 full lines of text or up to 1,625 characters and spaces with no carriage returns.

Technical transfer is defined as the sharing of knowledge, tools, and innovations for practical application. As specifically as possible, describe how others will learn from the work done on this project. Describe the project’s potential to inform practitioners and enhance the effectiveness of similar initiatives. Knowledge and technical transfer need not necessarily be between States, but should aim to share innovation across the landscapes of importance wherever it can be utilized. Projects should include a component of outreach, training, lessons learned, or related opportunities so that carrying out the project results in skills and capability that extend beyond the life of the grant.

The watersheds that flow through the Driftless Area include a complex and varied mix of land uses including large areas of agricultural lands on plateaus extending to the west. These agricultural lands drain through some the most productive intensively farmed lands in the world. The 1W1P program brings together a wide array of stakeholders on a watershed basis to protect, restore, and improve surface water and ground water resources including prevention of erosion and soil transport (see MN Statutes §103B.801 <https://www.revisor.mn.gov/statutes/cite/103B.801>) Each year BWSR hosts an annual workshop for conservation professionals. DNR, BWSR and project partners will participate in this venue to share the watershed-based methodologies for prioritizing forest management efforts and help grow shared understandings on the forestry and agricultural land uses connections in watershed planning. Since 2015, DNR and BWSR staff have given over 180 presentations to share the forestry/water quality methodologies and concepts. DNR and project partners will convene a 4-state workshop focusing on connections between forestry and water quality, share progress made and lessons learned with resource professionals from the other states in the Driftless Area. Through this project in we will continue expanding our educational mission to share this practical knowledge. Funding through DNR Forestry and project partners will be pursued during this project to initiate work in the other three major watersheds in the region (Root, Zumbro and Cannon) to support the implementation of their LSPs and 1W1Ps.

Benefit to Underserved Communities/People (6 Points)

Note: If benefit to underserved communities/people is not a focus of this project, leave this page blank.

This field accommodates 15 full lines of text or up to 1,625 characters and spaces with no carriage returns.

A. Description of Benefiting Communities or Recipients

Use data or other evidence to describe the population demographics and/or community vulnerabilities of the underserved communities or recipients the project will benefit.

When the project locations are not known at the application stage, describe if and how equity and serving socially vulnerable or underserved populations will be considered in selecting project locations/benefiting communities.

B. How the Project Benefits or Engages Underserved Communities/People

All work on this project will be done in rural areas outside of any US Census Populated Places (more than 50,000 people as of 2020) as delineated by the Landscape Scale Restoration Program Eligibility Tool. According to the data from the Minnesota State Demographer, the total number of older adults (65+) is anticipated to double between 2010 and 2030. By 2030, more than 1 in 5 Minnesotans will be an older adult. Research by the University of Minnesota has noted similar aging trends in the rural populations of this region including family forest landowners. Women are living longer; more are owning family forestlands. Local teams will work with the Minnesota Women's Woodland Network to provide key support linkages between agency programs and woman landowners in the region.

A significant amount of this project area is underserved by broadband and cellular communications when compared to other parts of rural Minnesota. Rural communities that lack of access to telecommunications have been identified by the USDA Natural Resources Conservation Service as an issue. DNR and project partners will review the federal study methods for assessing whether agency policies and actions create or exacerbate barriers to full and equal participation by all eligible individuals and develop specific recommendations to address these barriers. Projects and financial assistance will be first-come first-served with priority given to limited resource persons using the [USDA Limited Resource Farmer/Rancher Self-Determination Tool](#)



Minnesota Department of Natural Resources

Conflict of Interest Disclosure

Conflict of Interest:

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

Actual Conflict of Interest:

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

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

Potential Conflict of Interest:

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

Organizational Conflict of Interest:

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

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

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

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

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

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

N/A

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

Grantee AR's Printed Name: Terri Peters Date: January 16, 2025


Grantee AR's Signature:  821C273FB7D44A5...

Organization Name: wabasha Soil & water Conservation District

Project Name: Trout Turkey Timber

Legal Citation: ML _____, Chapter _____, Article ____, Section ____, Subdivision _____

State AR's Printed Name: Carlson, John C Date: January 20, 2025

State AR's Signature:  54F9A536D635421...



To file a program discrimination complaint, complete the *USDA Program Discrimination Complaint Form, AD-3027*, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250- 9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.”

If the publications or materials are too small to permit the use of the full statement, at a minimum include the following statement, in print size no smaller than the text: *“This institution is an equal opportunity provider.”*

What does the Forest Service do to ensure compliance with nondiscrimination responsibilities?

The Forest Service will conduct reviews of your programs and activities on a periodic basis to ensure that they comply with civil rights laws. USDA will receive, investigate, and adjudicate claims alleging violation of civil rights laws by recipients of USDA assistance.

What Federal civil rights laws must you follow to ensure compliance?

U.S. Code	Statute	Prohibits discrimination on the basis of:
(42 U.S.C. 2000d–2000c)	Title VI of the Civil Rights Act of 1964	Race, color, or national origin (including LEP)
(20 U.S.C. 1681–1686)	Title IX of the Education Amendments of 1972	Sex (in educational programs and activities)
(42 U.S.C. 6101 et seq.)	Age Discrimination Act of 1975, as amended	Age
(29 U.S.C. 794)	Section 504 of the Rehabilitation Act of 1973, as amended	Disability



“Simple justice requires that public funds, to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches, subsidizes, or results in racial discrimination.”
—President John F. Kennedy, 1963, calling for the enactment of Title VI of the Civil Rights Act

For More Information

The Forest Service is your partner in providing equal opportunity to the public. For more information, please contact your local Forest Service office.

USDA is an equal opportunity provider, employer, and lender.

Grants and Agreements

Complying With Civil Rights Requirements

Your Responsibilities as a Partner With the Forest Service

Who is required to comply with Federal civil rights laws?

If you receive Federal funds or assistance, such as a grant or agreement, from the U.S. Department of Agriculture (USDA), Forest Service, by law you must provide equal opportunity for all people to participate in the programs and activities you offer. For example, you should not deny or exclude anyone from programs, services, aids, or benefits. Also, you must not retaliate in any manner against a person who files a complaint or opposes any unlawful or discriminatory practice. The back of this brochure shows Federal civil rights laws that apply.

This brochure provides a basic overview of your responsibilities for ensuring nondiscrimination in the delivery of your programs and activities to the public on bases covered by Federal law. These bases include race, color, national origin, sex (in educational programs or activities), age, and disability.

What are some types of Federal funding and assistance?

- Federal monies given by grants, subgrants, cooperative agreements, challenge cost-share agreements, cost-reimbursable agreements, or loans
- Training presented by a Federal agency
- Loan/temporary assignment of Federal personnel (e.g., a Forest Service employee instructing a course at a local university)
- Loan or use of Federal property at below market value

Are you a recipient of Federal funding and assistance?

You are a recipient if, through a partnership with the Forest Service, you receive Federal funding or assistance (either directly or through another recipient) to conduct a program you offer to the public.

- Any individual receiving Federal funding or assistance
- A State or local government
- American Indian or Alaska Native individual, Tribe, corporation, or organization

- Any public or private agency, institution, or organization (e.g., university, college, or nonprofit)

What are your responsibilities for complying with Federal civil rights laws?

As a partner with the Forest Service, your responsibilities for complying with Federal civil rights laws include, but are not limited to:

- Signing a nondiscrimination assurance clause certifying that you will comply with civil rights laws (SF-424B or SF-424D). If you have subrecipients, obtain a signed assurance from them. An example of a subrecipient is a local community organization receiving a subgrant from a State forestry agency.
- Displaying the “And Justice for All” USDA poster (AD-475A) in your public reception areas or other areas visible to the public. Contact your local Forest Service office to obtain copies.
- Including in any of your publications and outreach materials related to a grant or agreement project a statement of affiliation with the Forest Service, e.g., “This publication made possible through a grant from the USDA Forest Service.” OR “This research was conducted in cooperation with the USDA Forest Service.” OR “This research was funded by a grant from the USDA Forest Service.”
- Providing program information in alternative formats for people with disabilities and in alternative languages for people with limited English proficiency (LEP), as appropriate to your customer base.
- Developing a language access plan to translate or interpret vital documents free of charge to your customers when needed or requested by local members of the public with LEP. Visit <http://www.lep.gov/lepbrochure.pdf>.
- Identifying a person to be responsible for ensuring your program is in compliance with civil rights requirements.

- Reviewing all your policies, procedures, and practices to ensure they do not limit participation on the basis of race, color, national origin, age, disability, or sex (in educational programs and activities).
- Evaluating the accessibility of your programs and facilities. If they are not now accessible, develop a transition plan for making them accessible and then carry out the plan as appropriate.
- Ensuring that your staff understands their civil rights responsibilities, including their role in the USDA complaint process.
- Providing outreach to a wide variety of communities to ensure diversity if you advertise or market your program.
- Providing the Forest Service with demographic information on program participation based on race, national origin, sex, age, and disability, where applicable.
- Including in your publications and outreach materials the following statement about nondiscrimination and how to file a complaint:

“In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this organization is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible State or local Agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information is also available in languages other than English.

Wabasha County Soil and Water Conservation District Data Practices Policy Data Subjects

Data about You

The Government Data Practices Act (Minnesota Statutes, Chapter 13) says that data subjects have certain rights related to a government entity collecting, creating, and keeping government data about them. You are the subject of data when you can be identified from the data. Government data is a term that means all recorded information a government entity has, including paper, email, DVDs, photographs, etc.

Classification of Data about You

The Government Data Practices Act presumes that all government data are public unless a state or federal law says that the data are not public. Data about you are classified by state law as public, private, or confidential. See below for some examples.

1. **Public data:** We must give public data to anyone who asks; it does not matter who is asking for the data or why.

The following is an example of public data about you: if you are an employee of a government entity, the fact that you work for the entity, and your job title and bargaining unit are public.

2. **Private data:** We cannot give private data to the general public, but you have access when the data are about you. We can share your private data with you, with someone who has your permission, with our government entity staff who need the data to do their work, and as permitted by law or court order.

The following is an example of private data about you: Social Security Number. We can share your private data with you, with someone who has your permission, with the Wabasha County SWCD staff who need the data to do their work, and as permitted by the law or court order.

3. **Confidential data:** Confidential data have the most protection. Neither the public nor you can get access even when the confidential data are about you. We can share confidential data about you with our government entity staff who need the data to do their work and to others as permitted by law or court order. We cannot give you access to confidential data.

The following is an example of confidential data about you: if you register a complaint with a government entity concerning violations of state laws or local ordinances concerning the use of real property, your identity is confidential.

Your Rights under the Government Data Practices Act

This government entity must keep all government data in a way that makes it easy for you to access data about you. Also, we can collect and keep only those data about you that we need for administering and managing programs that are permitted by law. As a data subject, you have the following rights.

- **Access to Your Data**

You have the right to look at (inspect), free of charge, public and private data that we keep about you. You also have the right to get copies of public and private data about you. The Government Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

Also, if you ask, we will tell you whether we keep data about you and whether the data are public, private, or confidential.

As a parent, you have the right to look at and get copies of public and private data about your minor children (under the age of 18). As a legally appointed guardian, you have the right to look at and get copies of public and private data about an individual for whom you are appointed guardian.

Minors have the right to ask this government entity not to give data about them to their parent or guardian. If you are a minor, we will tell you that you have this right. We may ask you to put your request in writing and to include the reasons that we should deny your parents access to the data. We will make the final decision about your request based on your best interests.

Note: Minors do not have this right if the data in question are educational data maintained by an educational agency or institution.

- **When We Collect Data from You**

When we ask you to provide data about yourself that are not public, we must give you a notice. The notice is sometimes called a Tennessean warning. The notice controls what we do with the data that we collect from you. Usually, we can use and release the data only in the ways described in the notice.

We will ask for your written permission if we need to use or release private data about you in a different way, or if you ask us to release the data to another person. This permission is called informed consent. If you want us to release data to another person, you may use the consent form we provide.

- **Protecting your Data**

The Government Data Practices Act requires us to protect your data. We have established appropriate safeguards to ensure that your data are safe.

[Applies only to state agencies: In the unfortunate event that we determine a security breach has occurred and an unauthorized person has gained access to your data, we will notify you as required by law.]

- **When your Data are Inaccurate and/or Incomplete**

You have the right to challenge the accuracy and/or completeness of public and private data about you. You also have the right to appeal our decision. If you are a minor, your parent or guardian has the right to challenge data about you.

How to Make a Request for Your Data

To look at data, or request copies of data that this government entity keeps about you, your minor children, or an individual for whom you have been appointed legal guardian, make a written request. Make your request for data to the appropriate individual listed in the Data Practices Contacts on page 6. You may make your request by using the data request form on page 7.

If you choose not use to use the data request form, your request should include:

- that you are making a request, under the Government Data Practices Act (Minnesota Statutes, Chapter 13), as a data subject, for data about you;
- whether you would like to inspect the data, have copies of the data, or both;
- a clear description of the data you would like to inspect or have copied; the more specific a request is in scope, the more expedited the process is likely to be in responding to a request.
- identifying information that proves you are the data subject, or data subject's parent/guardian.

This government entity requires proof of your identity before we can respond to your request for data. If you are requesting data about your minor child, you must show proof that you are the minor's parent. If you are a guardian, you must show legal documentation of your guardianship. Please see the Standards for Verifying Identity located on page 8.

How We Respond to a Data Request

Once you make your written request, we will work to process your request. If it is not clear what data you are requesting, we will ask you for clarification.

- If we do not have the data, we will notify you in writing within 10 business days.
- If we have the data, but the data are confidential or private data that are not about you, we will notify you within 10 business days and state which specific law says you cannot access the data.
- If we have the data, and the data are public or private data about you, we will respond to your request within 10 business days, by doing one of the following:
 - arrange a date, time, and place to inspect data, for free, if your request is to look at the data, or
 - provide you with copies of the data within 10 business days. You may choose to pick up your copies, or we will mail or fax them to you. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the data in electronic format.

Information about copy charges is on page 6.

We will also arrange for you to prepay for your copies.

After we have provided you with access to data about you, we do not have to show you the data again for 6 months unless there is a dispute or we collect or create new data about you.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Government Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. (For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request.) If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time. In addition, we are not required under the Government Data Practices Act to respond to questions that are not specific requests for data.

Data Practices Contacts

Wabasha County Soil and Water Conservation District

Responsible Authority

Terri Peters
District Manager
611 Broadway Ave., Suite 10
Wabasha, MN 55981
(651) 560-2044

Data Practices Compliance Official

Sue Cerwinske
District Staff
611 Broadway Ave., Suite 10
Wabasha, MN 55981
(651) 560-2053

Data Practices Designee(s)

Terri Peters
District Manager
611 Broadway Ave., Suite 10
Wabasha, MN 55981
(651) 560-2044

Sue Cerwinske
District Staff
611 Broadway Ave., Suite 10
Wabasha, MN 55981
(651) 560-2053

Copy Costs – Data Subjects

Wabasha County Soil and Water Conservation District

Winona County Soil and Water Conservation District charges members of the public for copies of government data. These charges are authorized under Minnesota Statutes, section 13.04, subdivision 3.

The District does not charge for copies if the cost is less than \$5.00.

You must pay for the copies and data before we will give them to you.

Actual Cost of Making Copies

In determining the actual cost of making copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to search for data, retrieve data, and make copies is charged at the billable rate, as determined by the BWSR Billing Rate Calculator, of the employee doing the work. If, because of the subject matter of your request, we find it necessary for a higher-paid employee to search for and retrieve the data, we will calculate the search and retrieval portion of the copy charge at the higher salary/wage.

Data Request Form – Data Subjects

Wabasha County Soil and Water Conservation District

Date of request: _____

To request data as a data subject, you must show a valid state ID, such as a driver’s license, military ID, or passport as proof of identity.

I am requesting access to data in the following way:

Inspection

Copies

Both inspection and copies

Note: inspection is free but we charge for copies when the cost is over \$5.00.

These are the data I am requesting:

Describe the data you are requesting as specifically as possible. If you need more space, please use the back of this form.

Contact Information

Data subject name _____

Parent/Guardian name (if applicable) _____

Address _____

Phone number _____ Email address _____

Staff Verification

Identification provided _____

We will respond to your request within 10 business days.

Standards for Verifying Identity

Wabasha County Soil and Water Conservation District

The following constitute proof of identity.

- An **adult individual** must provide a valid photo ID, such as
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota tribal ID
- A **minor individual** must provide a valid photo ID, such as
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota Tribal ID
 - a Minnesota school ID
- The **parent or guardian of a minor** must provide a valid photo ID *and either*
 - a certified copy of the minor's birth certificate *or*
 - a certified copy of documents that establish the parent or guardian's relationship to the child, such as
 - ❖ a court order relating to divorce, separation, custody, foster care
 - ❖ a foster care contract
 - ❖ an affidavit of parentage
- The **legal guardian for an individual** must provide a valid photo ID *and* a certified copy of appropriate documentation of formal or informal appointment as guardian, such as
 - court order(s)
 - valid power of attorney

Note: Individuals who do not exercise their data practices rights in person must provide *either* notarized or certified copies of the documents that are required *or* an affidavit of ID.

Wabasha County Soil and Water Conservation District Data Practices Policy Members of the Public

SUMMARY - Fee Schedule

This fee schedule is not exhaustive since the Wabasha County SWCD Supervisors may adopt or change fees in various formats that may not be reflected here.

SERVICE	Fee
Copies (8.5x11)	\$0.25 per side
Copies (11x17)	\$1.00 each
Copies on DVD	\$10.00/DVD
Copies on CD	\$10.00/CD
Commercial use fee	\$50.00/request

Data Practices Policy for Members of the Public

Right to Access Public Data

The Government Data Practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says the data are not public. Government data is a term that means all recorded information a government entity has, including paper, email, DVDs, photographs, etc.

The Government Data Practices Act also provides that this government entity must keep all government data in a way that makes it easy for you, as a member of the public, to access public data. You have the right to look at (inspect), free of charge, all public data that we keep. You also have the right to get copies of public data. The Government Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

How to Make a Data Request

To look at data or request copies of data that this government entity keeps, make a written request. Make your request for data to the appropriate individual listed in the Data Practices Contacts on page 4. You may make your request for data by written request using the data request form on page 6.

If you choose not to use the data request form, your request should include:

- that you, as a member of the public, are making a request for data under the Government Data Practices Act, Minnesota Statutes, Chapter 13;
- whether you would like to look at the data, get copies of the data, or both; and
- a clear description of the data you would like to inspect or have copied.
- The more specific a request is in scope, the more expedited the process is likely to be in responding to a request.

This government entity cannot require you, as a member of the public, to identify yourself or explain the reason for your data request. However, depending on how you want us to process your request (if, for example, you want us to mail you copies of data), we may need some information about you. If you choose not to give us any identifying information, we will provide you with contact information so you may check on the status of your request. In addition, please keep in mind that if we do not understand your request and have no way to contact you, we will not be able to begin processing your request.

How We Respond to a Data Request

Upon receiving your written request, we will work to process it.

- If we do not have the data, we will notify you in writing as soon as reasonably possible.
- If we have the data, but the data are not public, we will notify you in writing as soon as reasonably possible and state which specific law says the data are not public.
- If we have the data, and the data are public, we will respond to your request appropriately and promptly, within a reasonable amount of time by doing one of the following:

- arrange a date, time, and place to inspect data, for free, if your request is to look at the data, or
- provide you with copies of the data as soon as reasonably possible. You may choose to pick up your copies, or we will mail or fax them to you. If you want us to send you the copies, you will need to provide us with an address or fax number. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the data in electronic format.

Information about copy charges is on page 5.

We also will arrange for you to pre-pay for the copies.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Government Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. (For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request.) If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

In addition, the Government Data Practices Act does not require us to answer questions that are not requests for data.

Requests for Summary Data

Summary data are statistical records or reports that are prepared by removing all identifiers from private or confidential data on individuals. The preparation of summary data is not a means to gain access to private or confidential data. We will prepare summary data if you make your request in writing and pre-pay for the cost of creating the data. Upon receiving your written request – you may use the data request form on page 6 – we will respond within ten business days with the data or details of when the data will be ready and how much we will charge.

Data Practices Contacts

Wabasha County Soil and Water Conservation District

Responsible Authority

Terri Peters
District Manager
611 Broadway Ave., Suite 10B
Wabasha, MN 55981
(651) 560-2044

Data Practices Compliance Official

Sue Cerwinske
District Staff
611 Broadway Ave., Suite 10
Wabasha, MN 55981
(651) 560-2053

Data Practices Designee(s)

Terri Peters
District Manager
611 Broadway Ave., Suite 10
Wabasha, MN 55981
(651) 560-2044

Sue Cerwinske
District Staff
611 Broadway Ave., Suite 10
Wabasha, MN 55981
(651) 560-2053

Copy Costs – Members of the Public

Wabasha County Soil and Water Conservation District

Wabasha County Soil and Water Conservation District charges members of the public for copies of government data. These charges are authorized under Minnesota Statutes, section 13.03, subdivision 3 (c).

The District does not charge for copies if the cost is less than \$5.00. You must pay for the copies and data before we will give them to you.

For 100 or Fewer Paper Copies – 25 cents per page

100 or fewer pages of black and white, letter or legal size paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy.

Most Other Types of Copies – Actual cost

The charge for most other types of copies, when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data, and making the copies or electronically transmitting the data (e.g. sending the data by email).

In determining the actual cost of making copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to search for data, retrieve data, and make copies is charged at the billable rate, as determined by the BWSR Billing Rate Calculator, of the employee doing the work. If, because of the subject matter of your request, we find it necessary for a higher-paid employee to search for and retrieve the data, we will calculate the search and retrieval portion of the copy charge at the higher salary/wage.

Commercial Use Fee-\$50

Agencies have the right to charge an additional fee for public records that they believe have a commercial value. This is authorized under MN Statute 13.03 subd 3(d), which reads:

“(d) When a request under this subdivision involves any person's receipt of copies of public government data that has commercial value and is a substantial and discrete portion of or an entire formula, pattern, compilation, program, device, method, technique, process, database, or system developed with a significant expenditure of public funds by the government entity, the responsible authority may charge a reasonable fee for the information in addition to the costs of making and certifying the copies. Any fee charged must be clearly demonstrated by the government entity to relate to the actual development costs of the information. The responsible authority, upon the request of any person, shall provide sufficient documentation to explain and justify the fee being charged.”

Data Request Form – Members of the Public

Wabasha County Soil and Water Conservation District

Date of request: _____

I am requesting access to data in the following way:

Inspection

Copies

Both inspection and copies

Note: inspection is free but we charge for copies when the cost is over \$5.00.

These are the data I am requesting:

Describe the data you are requesting as specifically as possible. If you need more space, please use the back of this form.

Contact Information

Name: _____

Address: _____

Phone number: _____ Email address: _____

You do not have to provide any of the above contact information. However, if you want us to mail/email you copies of data, we will need some type of contact information. In addition, if we do not understand your request and need to get clarification from you, without contact information we will not be able to begin processing your request until you contact us.

We will respond to your request as soon as reasonably possible.

Wabasha County Soil and Water Conservation District

Request (to release) from Government

It is necessary for a government entity to release an individual's private data to an outside entity or person. The entity must get the individual's informed consent because the entity does not have statutory authority to release the data, or the outside entity/person was not named in the Tennessee warning.

Explanation of Your Rights

If you have a question about anything on this form, or would like more explanation, please talk to Terri Peters, Responsible Authority or Sue Cerwinske, Data Practices Compliance Official before you sign it.

- You have the right to choose what data we release. This means you can let us release all of the data, some of the data, or none of the data listed on this form. Before you give us permission to release the data, we encourage you to review the data listed on this form.
 - You have the right to let us release the data to all, some, or none of the persons or entities listed on this form. This means you can choose which entities or persons may receive the data and what data they may receive.
 - You have the right to ask us to explain the consequences for giving your permission to release the data.
 - You may give us permission to discuss the data released by this form with the outside entity. If you choose not to give permission, you may still allow us to release the data.
 - You may withdraw your permission at any time. Withdrawing your permission will not affect the data that we have already released because we had your permission to release the data.
-

I, _____, give my permission for The Wabasha County Soil and Water Conservation District to release data about me to _____ [name of other entity or person] as described on this form. I understand that my decision to allow release of the data to _____ [name of other entity or person] is voluntary.

1. The specific data that The Wabasha County Soil and Water Conservation District may release to _____ [name of other entity or person] are: _____ [explanation of data].

2. I understand The Wabasha County Soil and Water Conservation District wants to release the data for this reason: _____ [explanation of reason for the release].

3. I understand that although the data are classified as private at The Wabasha County Soil and Water Conservation District, the classification/treatment of the data at _____ [name of other entity or person] depends on laws or policies that apply to _____ [name of other entity or person]. [Include other known consequences.]

4. I give The Wabasha County Soil and Water Conservation District permission to discuss the data released by this consent form with _____. Check one.

- Yes, I give permission. Data will be released and discussed.
- No, I do not give permission. Data will be released but *not* discussed.

This authorization to release expires _____.

Individual data subject's signature _____ Date _____

Parent/guardian's signature [if needed] _____ Date _____

Wabasha County Soil and Water Conservation District

Request (to release) from Individual

*An individual asks the government entity to release his/her private data to an outside entity or person.
Because the entity does not have statutory authority to release the data, it must get the individual's
written informed consent.*

Explanation of Your Rights

If you have a question about anything on this form, or would like more explanation, please talk to Terri Peters, Responsible Authority or Sue Cerwinske, Data Practices Compliance Official before you sign it.

I, _____ give my permission for The Wabasha County Soil and Water Conservation District to release data about me to _____ as described on this form.

1. The specific data I want The Wabasha County Soil and Water Conservation District to release _____ [explanation of data].

2. I understand that I have asked The Wabasha County Soil and Water Conservation District to release the data.

3. I understand that although the data are classified as private at The Wabasha County Soil and Water Conservation District, the classification/treatment of the data at _____ [name of other entity or person] depends on laws or policies that apply to _____ [name of other entity or person].

This authorization to release expires _____.

Individual data subject's signature _____ Date _____

Parent/guardian's signature [if needed] _____ Date _____

2025

Wabasha County Soil and Water Conservation District Data Practices Policy

Fee Schedule

This fee schedule is not exhaustive since the Wabasha County SWCD Supervisors may adopt or change fees in various formats that may not be reflected here.

SERVICE	Fee
Copies (8.5x11 or 8.5x14)	\$0.25 per side
Copies (11x17)	\$1.00 each
Copies on DVD	Actual cost of time and materials based on the billing rate for the lowest paid employee that can perform the job of creating the DVD
Copies on CD	Actual cost of time and materials based on the billing rate for the lowest paid employee that can perform the job of creating the CD
Copies on flash drive or by email or other electronic means	Actual cost of time and materials based on the billing rate for the lowest paid employee that can perform the job of creating the copies
Commercial Use Fee	Pursuant to MN Statute 13.03 Subd 3 (d), we reserve the right to charge a fee of \$50.00 for public data which is deemed to have commercial value.

Copy Costs – Members of the Public

This government entity charges members of the public for copies of government data. These charges are authorized under Minnesota Statutes, section 13.03, subdivision 3 (c).

The District does not charge for copies if the cost is less than \$5.00.

Multiple requests within the same business day are considered a single request in determining the whether the minimum charge has been met.

You must pay for the copies and data before we will give them to you.

For 100 or Fewer Paper Copies – 25 cents per page

100 or fewer pages of black and white, letter or legal-size paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy.

Most Other Types of Copies – Actual cost

The charge for most other types of copies, when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data and making the copies.

Commercial Use-\$50.00

Pursuant to MN Statute 13.03 Subd 3 (d), we reserve the right to charge a fee of \$50.00 for public data which is deemed to have commercial value. Any fee charged must be clearly demonstrated by the government entity to relate to the actual development costs of the information. The responsible authority, upon the request of any person, shall provide sufficient documentation to explain and justify the fee being charged.

In determining the actual cost of making paper or electronic copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to search for data, retrieve data, and make copies is based on billable time of the employee doing aforementioned work based on current billing found using the Board of Water and Soil Resources (BWSR) billing rate calculator.

Copy Costs – Data Subjects

This government entity charges data subjects for copies of government data. These charges are authorized under Minnesota Statutes, section 13.04, subdivision 3.

The District does not charge for copies if the cost is less than \$5.00.

Multiple requests within the same business day are considered a single request in determining the whether the minimum charge has been met.

You must pay for the copies and data before we will give them to you.

Actual Cost of Making the Copies

In determining the actual cost of making copies, we factor in employee time, the cost of materials onto which we are copying the data (paper, CD, DVD, etc.), mailing costs (if any). If your request is

for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to make copies is the billable rate of the employee doing the work requested as determined by the Board of Water and Soil Resources (BWSR) Billing Rate Calculator.

PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: Hampe Properties LLC Contract No.: 2024WAGZ-WC-08
 Address: 67181 210th Ave
 City, State, Zip: Wabasha, MN
 Total Amount Authorized: \$5,431.00 % Approved: 90% (state) 90% (state & non-state)
 (from contract)

Item	Quantity	Unit	Unit Price	Cost
Atkinson Invoice - Grade Stabilization Construction	1	Total	\$11,393.00	\$11,393.00
				\$0.00
				\$0.00
PROJECT COST:				\$11,393.00

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final): Final
 B. Total cost of practice to date: \$11,393.00
 C. Eligible amount (total cost x % approved): \$5,431.00 (state) \$10,253.70 (state & non-state)
 D. Total other state payment amount: \$0.00
 E. Total non-state payment amount: \$8,157.46
 F. Total previous partial payments: \$0.00
 G. Pre-Construction Cover payment amount: \$0.00
 H. Maximum payment amount: \$2,096.24

Pre-Con.Cover Ac.	Rate/Ac.

Amount Approved for This Voucher: **\$2,096.24**
 (cannot exceed Total Amount Authorized)

I certify that this is an accurate and true summation of the actual costs and quantities of material, labor, and equipment used on the above project. In cases where the receipts included items not used on the project, I have corrected them accordingly.

by Jonas J. Hampe 12/15/24
 Payee Signature Date

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

I certify that I have reviewed this voucher and all supporting information, including invoices and paid receipts, and that to the best of my knowledge and belief, the quantities and billed cost or disbursements are accurate and are in accordance with terms of the contract identified.

Technical Assistance Provider NRCS-CPA 1245 (Practice Approval and Payment Worksheet) can be utilized as the certification of practice completion. An attached completed and signed NRCS-CPA-1245 and as-built can be used as the technical certification on the "Voucher and Certification"

Matthew J. Hergerson
 Technical Assistance Provider
12-16-2024
 Date

Susan Cervinka
 Administrative Sign-off
12/17/2024
 Date

PRACTICE APPROVAL AND PAYMENT APPLICATION

Information is needed from the Conservation Plan Schedule of Operations to complete this form.
Penalty for false statement or entries.

Participant	HAMPE PROPERTIES LLC	Program and Contract Number	EQUIP 2018 74632224318
County and State	WABASHA County, MN	Fund Code	FY24 SE CST Cropland
Watershed	Hope Coulee-Trout Brook	Payment Application Number	1

1. CONSERVATION PRACTICES PERFORMED

Contract Item	Practice	Inspection Date	Practice Completion	Planned Amount	Applied Amount	Units	Cost Per Unit	Cost Share % Method	Payment Cap	Amount Earned
1	Grade Stabilization Structure (410)	12/12/2024	Completed	1.00	1.00	No	\$8,085.3100	PR ¹	N/A	\$8,085.31
2	Critical Area Planting (342)	12/12/2024	Completed	0.30	0.30	No	\$240.5100	PR ¹	N/A	\$72.15
Total Amount Earned:										\$8,157.46

Notes

1, 2 Payment Rates define the unit cost rate of compensation to be received by the participant.

Practice Certification

Practice(s) performed to the extent shown above, meets program requirements and practice standards and specifications.

Performance Report

CIN 1, 2 CIN 1 and 2 completed by client in 2024 as certified by Bill Wayne with appropriate JAA.

Certification By	DYLAN BARTELS	Date	12/12/2024
USDA electronic signature; manual signature not required.			

2. PARTICIPANT CERTIFICATION AND SIGNATURE

CERTIFICATION BY PARTICIPANT(S): I certify that the above information is true and correct. I further certify that the entry in Column Practice Extent and Units shows that the practice(s) was (were) performed in accordance with the practice specifications and other program requirements. I hereby apply for payment to the extent that the NRCS Approving Official has determined that the practice(s) has (have) been performed and further certify that this payment is not a duplicate of any other earned by me through another USDA program. Any payment that has or will be received from other USDA sources has been disclosed to the NRCS Approving Official. I agree to maintain this (these) practice(s) for at least the practice service life beginning with the date the practice was completed. I agree to refund all or part of the amount paid to me, as determined by the NRCS Approving Official, if in violation of the contract terms. I (a) destroy the practice installed, or (b) voluntarily relinquish control or title to the land on which the installed practice has been established and the new owner and/or operator of the land does not agree in writing to properly maintain the practice as required.

Participant Name, Address, Telephone
HAMPE PROPERTIES LLC, % JOHN HAMPE
67181 210TH AVE
WABASHA MN 55981

Signature	<i>John J. Hampe</i>
Date	12/12/24

3. NRCS APPROVING OFFICIAL CERTIFICATION

Pursuant to authority vested in me, I certify that the items listed herein are correct and hereby approved for payment from the fund designated on supporting data records.

NRCS Approving Official	Date
--------------------------------	-------------

PRACTICE APPROVAL AND PAYMENT APPLICATION

Information is needed from the Conservation Plan Schedule of Operations to complete this form.
Penalty for false statement or entries.

Participant HAMPE PROPERTIES LLC	Program and Contract Number EQIP 2018 74632224318
County and State WABASHA County, MN	Fund Code FY24 SE CST Cropland
Watershed Hope Coulee-Trout Brook	Payment Application Number 1

4. PAYMENT SUMMARY

Participants with 0% payment shares are not listed.

Payees	Payee Type	SSN or Tax ID	Account	Participant Payment Share	Payment Reductions	Payment Amount
HAMPE PROPERTIES LLC	P	****4536	**0581	100.00000%	\$0.00	\$8,157.46
Total				100.00000%	\$0.00	\$8,157.46

5. PAYMENT ASSIGNMENTS (Use NRCS-CPA-1236)

Participants with active payment assignments are listed.

PRIVACY ACT STATEMENT

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal. This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

NON-DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov

USDA is an equal opportunity provider, employer and lender.

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 2024WAGZ-WC-08	Other state or non-State funds? <input checked="" type="checkbox"/> YES <input type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
--------------------------------------	---	--	--	---

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

Applicant

Land Occupier Name Hampe Properties LLC	Address 67181 210th Ave	City/State Wabasha, MN	Zip Code 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: Glasgow	Township No: 110	Range No.: 11	Section No. 2	1/4,1/4 NW 1/4 of SW 1/4
----------------------------------	----------------------------	-------------------------	-------------------------	------------------------------------

Contract Information

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

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

USDA NRCS - Field Office Technical Guide Practice Standards

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11-30-2024, this contract will be automatically terminated on that date.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices must include the name of the vendor; materials, labor or equipment used; the component unit costs and the dates the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
4. Not accept cost-share funds, from state sources in excess of 90%, or state and non-state sources that when combined are in excess of 90% of the total cost to establish the conservation practice. Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the flat rate payment option.
5. To provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

Date <i>June 26, 2024</i>	Land Occupier <i>by John J. Hampe</i>
Date	Landowner, if different from applicant
	Address, if different from applicant information

Conservation Practice

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

Eligible Component Standards & Names 410 - Grade Stabilization Structure, 342 - Critical Area Planting	Engineered Practice <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate \$15,100.00
	Ecological Practice <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Technical Assessment and Cost Estimate

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

Date <i>6-25-24</i>	Technical Assistance Provider <i>Matt Kempinger</i>	NRCS approved project with appropriately signed and documented plans available upon request. NRCS-CPA-1245 (Practice Approval and Payment Worksheet) can be utilized as the certification of practice completion. An attached completed, and signed NRCS-CPA-1245 and the asbuilt can be used as the Technical Certification on the 'Voucher and Certification'
------------------------	--	---

Pre-Construction Cover

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

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

Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed 90.0% of the total cost to establish the conservation practice plus the pre-construction cover total amount if utilizing the flat rate payment option.

Amount	Program Name	Fiscal Year
\$5,431.00	Greater Zumbro Watershed Based Funding	2024

Date <i>6-27-2024</i>	Authorized Signature <i>Lynn Zabel</i>	Total Amount Authorized \$5,431.00
--------------------------	---	--

FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: Tom Gerken
 Address: 67549 345th ave
 City, State, Zip: Lake City, MN 55041
 Contract No.: 2024WAGZ-WC-06 Total Amount Authorized: \$9,000.00
(from contract)

Practice	Quantity	Unit	Unit Rate	Total
340 Cover Crops	100	ac	\$45.00	\$4,500.00

PAYMENT REQUEST: **\$4,500.00**

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


 Payee Signature

11-16-24
 Date


PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final): Partial
 B. Payment amount requested: \$4,500.00
 C. Total Amount Authorized: \$9,000.00
 D. Total previous partial payments:
 E. Amount available (C - D) \$9,000.00

Amount Approved for This Voucher: **\$4,500.00**
(cannot exceed Total Amount Authorized)

Technical Certification

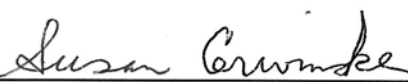
I certify that an inspection has been performed and as-built received and that the items identified under the Practice Information section of this form have been completed and are in accordance with the requested practice standards and specifications.


 Technical Assistance Provider

11-16-2024
 Date

Administrative Certification

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


 Administrative Sign-off

1/14/2025
 Date

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 2024WAGZ-WC-06	Other state or non-state funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
--------------------------------------	---	--	---	--

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

Applicant

Land Occupier Name Tom Gerken	Address 67549 345th ave	City/State Lake City, MN	Zip code 55041
---	-----------------------------------	------------------------------------	--------------------------

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

Conservation Practice Location

Township Name: Gillford	Township No.: 110	Range No.: 13	Section No. 3,4	1/4,1/4 S 1/2 NE 1/4, S1/2 NW 1/4
-----------------------------------	-----------------------------	-------------------------	---------------------------	--------------------------------------

Contract Information

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

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

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/1/2024, 11/1/2025, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier's signature indicates agreement to:

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

Date 7/13/24	Land Occupier J Behn
Date	Landowner, if different from applicant
	Address, if different from applicant information


Conservation Practice

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

Eligible Component Standard & Name 340 - Cover Crop	Engineered Practice: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Total Project Cost Estimate \$9,000.00
	Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Technical Assessment and Cost Estimate

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

Date 7/13/24	Technical Assistance Provider 
-----------------	--

Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: \$45/ac

Amount	Program Name	Fiscal Year
\$9,000.00	Watershed Alliance for the Greater Zumbro	2024

Date 7/15/2024	Authorized Signature Jen Peters - (per board resolution)	Total Amount Authorized \$9,000.00
-------------------	---	---------------------------------------

Please call office at 651-560-2053 or email susan.cerwinske.wabashaswcd@gmail.com if you have any questions on attending physically or by phone. We have call-in capabilities for up to 10 people. Phone# 651-560-1088 Access code # 0147478#

**Wabasha Soil and Water Conservation District
Regular Board Meeting
December 19, 2024
8:15 am
611 Broadway Ave.
Suite 10B**

I. CALL MEETING TO ORDER

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

Supervisors Present: Lynn Zabel, Chair, Sharleen Klennert, Treasurer, Dag Knudsen, Secretary, Seth Tentis, member.

Staff Present: Terri Peters, District Manager

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

II. PLEDGE ALLEGIANCE

III. AGENDA

Motioned by Klennert and seconded by Tentis to approve agenda with change to monthly bill amount.

Affirmative: Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

IV. PUBLIC COMMENTS

Comments limited to 5 minutes per speaker

V. CONSENT AGENDA

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.

i. Contracts -Board Action

A. Isaac Holst Contract# 2024WAGZ-WC-15 in the amount of \$3,087.00 for Practice 340 Cover Crops. One-year contract. Install by date 11/1/2024. (Funding source – FY2024 Watershed Alliance for the Greater Zumbro (WAGZ))

B. Isaac Holst Contract# 2024WinLaC-WC-004 in the amount of \$1,450.00 for Practice 340 Cover Crops. One-year contract. Install by date 11/1/2024. (Funding source – FY24 WinLaC Partnership)

C. Isaac Holst Contract# 2024WinLaC-WC-005 in the amount of \$575.00 for Practice 340 Cover Crops. One-year contract. Install by date 11/1/2024. (Funding source – FY24 WinLaC Partnership)

- D. Isaac Holst Contract# 2024WinLaC-WC-006 in the amount of \$2,975.00 for Practice 340 Cover Crops. One-year contract. Install by date 11-1-2024.
(Funding source – FY24 WinLaC Partnership)

ii. **Vouchers – Board Action**

- A. Dan Wagner Voucher payment for Contract# 2024WAGZ-WC-11 in the amount of \$450.00 for Practice 340 Cover Crops. 1-year contract final payment.
(Funding source – FY2024 Watershed Alliance for the Greater Zumbro (WAGZ))
- B. Isaac Holst Voucher payment for Contract# 2024WAGZ-WC-15 in the amount of \$3,087.00 for Practice 340 Cover Crops. 1-year contract final payment.
(Funding source - FY2024 Watershed Alliance for the Greater Zumbro (WAGZ))
- C. Isaac Holst Voucher payment for Contract# 2024WinLaC-WC-004 in the amount of \$1,450.00 for Practice 340 Cover Crops. 1-year contract final payment.
(Funding source - FY24 WinLaC Partnership)
- D. Isaac Holst Voucher payment for Contract# 2024Winlac-WC-005 in the amount of \$575.00 for Practice 340 Cover Crops. 1-year contract final payment.
(Funding source – FY24 WinLaC Partnership)
- E. Isaac Holst Voucher payment for Contract# 2024Winlac-WC-006 in the amount of \$2,860.00 for Practice 340 Cover Crops. 1-year contract final payment.
(Funding source – FY24 WinLaC Partnership)

iii. **Contract Amendments**

iv. **Grants**

Motioned by Klennert and seconded by Tentis to approve the Consent Agenda.

Affirmative: Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

VI. **SECRETARY'S REPORT – Board Action**

- A. November 21, 2024, Meeting Minutes

Motioned by Klennert and seconded by Tentis to approve the Secretary's Report.

Affirmative: Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

VII. TREASURER'S REPORT – Board Action

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

The full spreadsheet was sent to the board in advance

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

Affirmative: Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

VIII. PAYMENT OF MONTHLY BILLS

- A. Monthly Bills in the amount of \$46,367.73 - **Board Action**
(Waiting for VSP 74.31 statement to pay online- included in total)

Motioned by Klennert and seconded by Knudsen to approve Payment of the Monthly Bills in the amount of \$46,367.73.

Affirmative: Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

IX. DISTRICT REPORTS

- A. Chair Report – Lynn Zabel
Employee Evaluations on 12/18/2024.
- B. County Commissioner – Bob Walkes
Approved the 5% Levy at the 12/17 meeting. Union issues are ongoing. Attended the annual AMC Conference. Am on the Environment and Natural Resources board, PFAS issue always comes up. One session was Deidre Jones who is a consultant on wage and compensation studies. The County will be doing the wage and staffing studies. Discussion - Bob & Terri on Olmsted pursuing state funding from legislature to expand the soil health program. All counties supported it. Hope to expand into a pilot program targeting the 8 counties that were petitioned. Attended MDA Wellhead meeting in Elgin. Link for PFAS dashboard.
- C. District Manager Report – Terri Peters
Worked through employee evaluations with Lynn.
BALMM Meeting. MPCA is the sponsor of the program. Wabasha will be hosting for 2 years, putting together the agenda and inviting people. Meet quarterly.
Nitrogen reduction strategy and Pollution load reduction. Team assessing improvements on phosphorous and nitrogen loading.
MASWCD Convention, speaker talked about trust. Interesting sessions.
Notice that we have gotten the PRAP grant. Sent back grant agreement. Need to do work plan. (Performance Review Assessment Program)
The State and SE Landscape committee have pursued and received a Federal grant for Forestry. SWCD will be the fiscal agent of the \$294,000.00 grant. Jen Wahls is leading the regional forestry team. Grant benefit for some administration time.

****Discussion on Coffee & Conservation gatherings.
Who has attended. Topics discussed.**

- D. NRCS Report – Christina Taylor – No Report
- E. District Technician Report- Matt Kempinger – In the packet
One Grade Stabilization Structure, liability not final sign off. Dag stated that for legal purposes it should say (Construction Monitoring & Observation.)
- F. Conservation Planning and Outreach Technician Report– Jenna Rasmusson
- G. Natural Resources Technician Report– Katelyn Abts – In the packet
**Dag asked if we would see more activities in Forestry and Forestation Programs. Terri replied that we have a grant (RCPP) Regional Conservation Partnership Program through BWSR. Partnership with NRCS, more funding. Alternative agreements, money from NRCS through BWSR to use for Shrub & Tree planting, and windbreaks.
Try to figure out an email to schools to get them involved with Envirothon. Teachers in Science departments. 1 day event. Study materials. Competition and the winner goes to state. Raise interest, get participation. Talk to 4-H extension to get word out to high schools. Sharleen may be able to talk to Wabasha high school.**
- H. Soil Health/Nutrient Management Tech Report – Deanna Pomije – In the packet
- I. Bookkeeper/Administrative Assistant Report -Sue Cerwinske
- J. BWSR Report -
- K. Other agencies –

X. OLD BUSINESS

- A. Conservation Project – Lynn (open to any Supervisor for ideas)
- B. Soil Health Program – Discussion
Conservation Project Discussion. Terri talked about how Olmsted County SWCD has a lobbyist that helps them work on legislative actions. Olmsted funded by IRA of \$1 million from Olmsted County for soil health program. AMC conference meeting working on regional request for legislative funding. This would allow us to set up a soil health program that is like Olmsted's. Discussions about how the program would work. Possibly sign up on-line, putting in how many acres, growth 12", 24" or higher. Add other practices such as tillage, grazing and nutrient management. Olmsted does self-certification. Photos of growth. They do field checks to make sure the basic seeding guidelines are followed and documentation submitted. It's all about ground water quality.
- C. Pond Clean-out Program – Discussion
Terri talked about pond cleanout does not meet NRCS practices standards that we need to follow. Not much flexibility. Use pond clean- out funds to make it functional. Would be good If BWSR funds would be more flexible. Draskowski's aid, Margaret talked to Terri at the Resolution meeting that they want to do a bill for pond clean out. Talked about it last year.

XI. NEW BUSINESS

- A. Approve Warren Craig Beighley Contract# 24-CC-13 in the amount of \$105.50 for Practice# 380 Windbreak/Shelterbelt Establishment and Renovation – **Board Action**
(Funding source – FY24 Conservation Contracts)
Motioned by Knudsen and seconded by Klennert to approve Warren Craig Beighley Contract# 24-CC-13 in the amount of \$105.50 for Practice# 380 Windbreak/Shelterbelt Establishment and Renovation.
Affirmative: Klennert, Knudsen, Tentis, Zabel
Opposed: None
Motion Carried
- B. Approve Richard Oeckler Contract# 2024WAGZ-WC-14 in the amount of \$500.00 for Woodland Stewardship Plan – **Board Action**
(Funding source – FY24 Watershed based funding (WAGZ))
Motioned by Knudsen and seconded by Tentis to approve Richard Oeckler Contract# 2024WAGZ-WC-14 in the amount of \$500.00 for Woodland Stewardship Plan.
Affirmative: Klennert, Knudsen, Tentis, Zabel
Opposed: None
Motion Carried
- C. Approve Michael Tighe Contract# 2024WAGZ-WC-21 in the amount of \$1,547.50 for Practice 351 Well Decommissioning. Install by 5/31/2025. – **Board Action**
(Funding source – FY24 Watershed based funding (WAGZ))
Motioned by Klennert and seconded by Tentis to approve Michael Tighe Contract# 2024WAGZ-WC-21 in the amount of \$1,547.50 for Practice 351 Well Decommissioning. Install by date 5/31/2025.
Affirmative: Klennert, Knudsen, Tentis, Zabel
Opposed: None
Motion Carried
- D. Approve Warren Craig Beighley Contract# 25-SHD-1 in the amount of \$263.75 for Practice 612 Tree and Shrub Establishment. Install by date 5/30/2025.
(Funding source – FY2025 Soil Health Delivery)
Motioned by Knudsen and seconded by Tentis to approve Warren Craig Beighley Contract# 25-SHD-1 in the amount of \$263.75 for Practice 612 Tree and Shrub Establishment. Install by date 5/30/2025.
Affirmative: Klennert, Knudsen, Tentis, Zabel
Opposed: None
Motion Carried
- E. Set Meeting Dates/Time for 2025 -**Board Action**
Motioned by Knudsen and seconded by Klennert to approve the Board Meeting dates for 2025. Every 4th Thursday of the month, except for November and December. They will be the 3rd Thursday of the month because of Holidays. Time stays at 8:15 am
Affirmative: Klennert, Knudsen, Tentis, Zabel
Opposed: None
Motion Carried

- F. Pre-Discussion on committee election in January.
Appointee consideration. Dag will attend the meetings until a replacement is found. TSA board meeting Jan 22nd. Watershed groups like to keep the same people as they are familiar with what is going on.
- G. Dag's position - Appointee consideration for future – **Discussion**
Dag will restart looking for someone to replace him on the board.
Names of write ins from the election, maybe one could be a candidate. Could put it in the newsletter, do a newspaper article. The new candidate should come to a meeting to see what we are doing.
- H. Groundwater/Soil Health Regional Legislative funding request– **Discussed earlier-Old Business.**
- I. Basin/Structure sediment cleanout legislative funding (Drazkowski bill) - **Discussed earlier – Old Business**

XII. Board Reports

- A. Whitewater JPB – Lynn
Meeting Friday, December 20, 2024
- B. Zumbro 1W1P (WAGZ)– Dag
- C. WinLaC 1W1P – Lynn
Meeting Monday, February 10, 2025
- D. SE SWCD Technical Support JPB – Dag
Meeting Wednesday, January 22, 2025
- E. County Board Meeting – Sharleen
Sharleen was at the meeting. Bob Walkes gave his report.
- F. Upcoming Events:
 - i. December 25, 2024, Christmas Day Holiday – Office Closed
 - ii. January 1, 2025 - New Years Day Holiday – Office Closed
 - iii. Swearing-In Ceremony for all newly elected county officials is Friday, January 3, 2025, at 8:15 am in Court Room 2
Sharleen, Chet and Dag
 - iv. January 20, 2025- Martin Luther King Jr. Day – Office Closed
 - v. January 23, 2025, Regular Board Meeting

XIII. Motion to Recess Regular Meeting and go in to Closed Session -Board Action
Motioned by Klennert and seconded by Knudsen to Recess the Regular Meeting at 10:15 am and go in to Closed Session
Affirmative: Klennert, Knudsen, Tentis, Zabel
Opposed: None
Motion Carried

XIV. Closed Session – Board Action

A. Personnel Review

- i. Matt Kempinger
- ii. Katelyn Abts
- iii. Deanna Pomije
- iv. Sue Cerwinske

- B. District Manager – Terri Peters personnel review and discussion
Talked about compensation options for staff not taking health care insurance.
- C. Adoption of 2025 Wage Scale

XV. Motion to Reopen Regular Meeting – Board Action

Motioned by Knudsen and seconded by Klennert to Reopen the Regular Meeting at 10:45 am.

Affirmative: Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

XVI. Approval of the following – Board Action

A. Adoption of 2025 Wage Scale

Motioned by Klennert and seconded by Tentis to approve Adoption of the 2025 Wage Scale.

Affirmative: Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

B. Approve Employee Evaluations

Motioned by Knudsen and seconded by Klennert to approve the Employee Evaluations.

Affirmative: Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

C. Approve 2025 salary recommendations

Motioned by Klennert and seconded by Knudsen to approve Matt, Sue, Terri and Katelyn, same grade and move up one step. Deanna on probationary period, gave her COLA increase.

Affirmative: Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

XVII. Adjourn – Board Action

Motioned by Klennert and seconded by Knudsen to Adjourn the meeting at 11:00 am.

Affirmative: Klennert, Knudsen, Tentis, Zabel

Opposed: None

Motion Carried

Respectively Submitted By:

Dag Knudsen, Secretary

Wabasha Soil and Water Conservation District

Balance Sheet

01/14/25

As of December 31, 2024

Accrual Basis

	Dec 31, 24
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	126,262.69
Money Market WNB Financial	7,462.24
Peoples State Bank Money Market	332,002.09
Petty Cash	66.06
WNB Financial	20,341.79
Total Checking/Savings	486,134.87
Accounts Receivable	
11000 · Accounts Receivable	76,742.02
Total Accounts Receivable	76,742.02
Total Current Assets	562,876.89
Fixed Assets	
15000 · Furniture and Equipment	
Computer	7,523.00
Laptops for Distrct Techs (2)	3,149.22
Right of Use Asset - Building	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	-34,547.00
17000 · Accumulated Depreciation - Other	-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	666,271.24
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	12,244.89
Total Accounts Payable	12,244.89
Other Current Liabilities	
Compensated Absences Payable	21,653.68
Deferred Revenue	
FY22 Capacity	6,741.52
FY22 State Cost Share	2,116.00
FY23 Buffer Law Implementation	47.53
FY23 Capacity	6,223.41
FY23 CWF - WIC	58,153.83
FY23 Soil Health-Cost Share	4,821.51
FY23 State Cost Share	10,408.30
FY24 Buffer Law Implementation	20,000.00
FY24 BWSR Soil Health Staffing	90,100.12
FY24 Conservation Contracts	13,182.39
FY24 Dept of Rev SWCD Allocatio	106,477.20
FY24 Easement Delivery	-777.29

Wabasha Soil and Water Conservation District

Balance Sheet

As of December 31, 2024

01/14/25

Accrual Basis

	<u>Dec 31, 24</u>
FY24 LWM	-6,839.98
FY24 WCA	-1,547.03
FY25 Buffer Law Implementation	20,000.00
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	432,813.51
Deposit on Tree Sales	5,271.23
25500 · Sales Tax Payable	1,049.16
Total Other Current Liabilities	460,787.58
Total Current Liabilities	473,032.47
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	535,860.47
Equity	
Fund Balance- Unrestricted	201,395.71
Investment in Capital Assets	38,814.67
32000 · Owners Equity	142,198.10
Net Income	-251,997.71
Total Equity	130,410.77
TOTAL LIABILITIES & EQUITY	666,271.24

Wabasha Soil and Water Conservation District
Profit & Loss
 December 2024

	Dec 24
Ordinary Income/Expense	
Income	
Charges for Services	
Plat Book Sales	70.00
Wetlands	200.00
Total Charges for Services	270.00
Intergovernmental Revenues	
County	
County Regular Allocation	55,405.58
Total County	55,405.58
State	
FY23 SWCD Aid	1,270.00
FY24-FY26 DNR Forestry	-8,725.00
MAWQCP	11,268.85
Total State	3,813.85
Total Intergovernmental Revenues	59,219.43
Total Income	59,489.43
Gross Profit	59,489.43
Expense	
District Operations	
Other Services and Charges	
Advertising Expense	100.00
Building Rent	1,650.00
Conferences and Conventions	1,491.18
Education and Information	2,270.35
Employee Education and Training	51.42
Employee Expenses	15.07
Employee Mileage	62.98
Internet Expense	91.87
Postage	-2.88
Subs. and Pubs.	64.00
Supervisor's Expenses	0.00
Supervisor's Mileage	1,131.61
Vehicle Expenses	
Chevrolet Silverado Vehicle Exp	153.60
Hyundia Tucson Vehicle Expense	99.02
Total Vehicle Expenses	252.62
Total Other Services and Charges	7,178.22
Personnel Services	
Employee Salary Permanent	29,176.00
Employer HSA contributions	875.00
Employer Life and Health	
66000 - Payroll Expenses	1,132.01
Employer Life and Health - Other	8,762.64
Total Employer Life and Health	9,894.65
Employer Share FICA	2,011.80
Employer Share Medicare	470.50
Employer Share PERA	2,188.18
Supervisor's Compensation	4,250.00
Total Personnel Services	48,866.13
Supplies	
Office Supplies	111.28

Wabasha Soil and Water Conservation District

Profit & Loss

01/14/25

December 2024

Cash Basis

	<u>Dec 24</u>
Total Supplies	111.28
Total District Operations	56,155.63
Project Expenditures	
District	
Plat Book Expense	6.10
Total District	6.10
State	
FY23 WinLaC	4,885.00
FY24-FY25 WAGZ	3,537.00
FY24-FY26 DNR Forestry	2,250.00
FY24 BWSR Soil Health Staffing	461.80
FY24 Nutrient Management Staff	14.50
MAWQCP Administration	12,196.95
Total State	23,345.25
Total Project Expenditures	23,351.35
Total Expense	79,506.98
Net Ordinary Income	-20,017.55
Other Income/Expense	
Other Income	
Interest Income	
Interest Earnings MM's	702.01
Total Interest Income	702.01
Total Other Income	702.01
Net Other Income	702.01
Net Income	<u><u>-19,315.54</u></u>

3:06 PM
01/22/25

Cash Basis

Wabasha Soil and Water Conservation District
Monthly Bills Listing
January 23, 2025

Type	Date	Num	Name	Memo	Account	Paid Amount
Jan 23, 25						
Liability Check	01/23/2025	12246	Auditor/Treasurer of Wabasha County	January 2025 Insurance Premiums	WNB Financial	-8,877.65
Bill Pmt -Check	01/23/2025	12247	Fillmore Soil and Water Conservation ...	4th Qtr 2024 MAWQCP Promo Fund Exp.	WNB Financial	-150.59
Bill Pmt -Check	01/23/2025	12248	Goodhue County SWCD	Envirothon Dues 2025	WNB Financial	-175.00
Bill Pmt -Check	01/23/2025	12249	HBC	Internet 1-2-2025 -2-01-2025	WNB Financial	-91.75
Bill Pmt -Check	01/23/2025	12250	Jennifer Wahls-C	DNR Forestry 3,825.00, SELC 639.51	WNB Financial	-4,464.81
Bill Pmt -Check	01/23/2025	12251	John J. Hampe	2024WAGZ-WC-08 410 Grade Stabilization Structure	WNB Financial	-2,096.24
Bill Pmt -Check	01/23/2025	12252	Larry Gates (2)	Mileage SELC MFRC Strategic Planning	WNB Financial	-132.66
Bill Pmt -Check	01/23/2025	12253	MASWCD	MASWCD FY 2025 Dues	WNB Financial	-7,431.37
Bill Pmt -Check	01/23/2025	12254	MCTT	PC Renewal & Workers Comp Renewal for 1-1-2025 to 1-01-2026	WNB Financial	-9,428.00
Bill Pmt -Check	01/23/2025	12255	Michael J. Tighe	2024WAGZ-WC-21 Practice 351 Well Decommissioning	WNB Financial	-1,607.50
Bill Pmt -Check	01/23/2025	12256	Mittel Schulte, Inc.	February 2025 Rent	WNB Financial	-1,650.00
Bill Pmt -Check	01/23/2025	12257	Office Depot	Copy Paper, Hittig's, Markers, Notebooks, HP Ci Ink	WNB Financial	-280.17
Bill Pmt -Check	01/23/2025	12258	Olmsted SWCD	Mileage 4th Qtr 291.09, Winder, W Raps 280.00	WNB Financial	-571.09
Bill Pmt -Check	01/23/2025	12259	SE SWCD Technical Support JPB	Mileage 4th Qtr 576.52, Annual membership 4,500.00	WNB Financial	-12,763.52
Bill Pmt -Check	01/23/2025	12260	Tom Gerken-h	2024WAGZ-WC-06 Cover Crops 1st year of 2	WNB Financial	-4,500.00
Bill Pmt -Check	01/23/2025	12261	University of Minnesota	U of MN Cow Calf Days sponsorship/vendorship Tour & Trade Sh...	WNB Financial	-100.00
Bill Pmt -Check	01/23/2025	12262	University of Wisconsin-River Falls	WIC Travel & Lab Supplies June1 - October 31, 2024	WNB Financial	-1,034.39
Bill Pmt -Check	01/23/2025	12263	Wabasha County Highway Department	December gas for Hyundai and Silverado	WNB Financial	-128.81
Bill Pmt -Check	01/23/2025	12264	Wabasha Forestry Committee	SELC Sponsorship of Wabasha Forestry Day 2/14	WNB Financial	-500.00
Liability Check	01/23/2025	EFT	VSP Vision Care	February insurance premium	WNB Financial	-74.31
						-56,057.86

1/23/2025

Christina Taylor Soil Conservationist

CSP (Conservation Stewardship Program)-No Changes this month

- No new applications for CSP 2025 were submitted
- Currently working on certifying practices for FY 24 payments, most have been certified

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

- 32 Applications are in pending status for FY 25
- Ranking deadline has passed, currently in the preapproval process, letters are being sent out
- 50% of funds must be obligated by 28 March 2025
- 35 Active contracts, 11 are new for FY 24, 4 will expire in Calendar year 2025

CPP-EQIP (Regional Conservation Partnership Program- EQIP)

- no applications submitted.

RCPP18 (Regional Conservation Partnership Program)

- No new applications submitted

CRP (Conservation Reserve Program)

- 48 FY26 expiring reviews
- 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 on HEL fields. There have been several requests for preliminary visits to discuss grade stabilization structure options, grassed waterways, and basins.

Monthly Report – January 2025

Matt Kempinger

Projects

- Design work on several grade stabilization structures
- Survey for 1 grade stabilization structure
- Survey for 3 waterways
- 2 farm walkovers
- Site investigation for several new structural projects
- Prepare voucher for 1 grade stabilization structure project

Others

- Year-end reporting
- Drone and survey equipment maintenance
- Pond cleanout program GIS work
- 1 WCA enforcement case
- Organize a WCA fee schedule
- Reviewed 3 WCA applications
- Assist a developer with WCA considerations for proposed project in Lake city
- Got Ella started on GIS tasks
- General project & contract management
- Answered general resource questions from public and assisted where possible

Katelyn Abts – December 2025 Board Report

Programs

WAGZ

- 1 well sealing contract ready for payment voucher approval

WinLaC

- Working on 1 herbaceous weed management project
- Local Forestry Team Meeting

Drinking Water Program – Filmore

- 1 well sealing contract – payment voucher not ready

Soil Health Delivery

- Working on 2 windbreaks
- Working on 1 brush management project

Well Inventory

- Draft of well inventory letter and form approved by MN Dept. of Health, ready for mailing
- Assisted Winona County in their own inventory

RIM

- Dave Hager RIM application complete, working with BWSR to complete acquisition process

Other

Tree Sale

- 68 tree orders taken so far

Newsletter

- Jan-Feb 2025 newsletter with 4 articles

MDH Free Testing Kits

- Worked on article for newspaper and section for website

Report to the Wabasha SWCD Board – January 23, 2025

Deanna Pomije, Soil Health Nutrient Management Specialist

Nutrient Management Work:

- Submitted the Comprehensive Nutrient Management Plan (CNMP) for approval review for Ted Mehrkens with the EQIP deadline of 1/10 for completion, collaborating with Kate Bruss, TSA (consultants Sara W., Fillmore SWCD and Jeff King, NRCS) Plan to also complete a Manure Management Plan for them as required by MPCA & their annual (2026) nutrient management plan this spring under EQIP as approved.
 - Plan involves running soil loss and nutrient budget on all fields
 - Running a minimum acre calculator to verify if there's enough land given the manure quantity
 - Run a Phosphorus Index on certain fields with high erosion rates
 - Create sensitive features maps showing manure spreading setbacks / restrictions
- Calibrated 2 manure spreaders 1/2/25, M. Lehnertz
- Two producers lined up for manure management plans due March 15

Outreach & Client Contacts:

- Newsletter Article – Where to best stockpile manure?
- Preparation for our 4th monthly 'Coffee and Conservation' soil health, 1/ 22
 - 7 producers at the Dec. meeting, 5 at the Oct. meeting, 4 at Nov. the meeting
 - Great conversation around a variety of conservation topics: erosion, nutrient management, cover crops, tillage, weed control
 - Flyer prep., email – call – text producers for attendance
 - Jan. meeting topic is Managing Manure
- Ella is creating a targeted outreach list for more nutrient management / groundwater protection outreach

Resolution 01232025-1
A Resolution for E-Link Financial Reporting
2025

Whereas:

E-Link Financial Reporting is due on all grants funded through the Board of Water and Soil Resources, and

Whereas:

These reports require signatures of duly authorized persons of the Board of Supervisors, and

Whereas:

The timing of these financials does not always allow the availability of the duly authorized member of the Board of Supervisors to timely sign the Financial Reports,

Therefore,

Be it resolved:

That the Board of Supervisors grants signing and submittal authority on the E-Link Financial Reporting to the District Manager, and

Be it further resolved:

That this authority be effective until revoked by the Board of Supervisors, and

Be it finally resolved:

That the financial reports signed by the District Manager be approved as part of the next regularly scheduled board meeting of the Wabasha SWCD Board of Supervisors

Board Chair

Date

Resolution 01232026-2

A Resolution to Designate the Official Newspaper For Wabasha Soil and Water Conservation District 2025

Whereas:

The Wabasha Soil and Water Conservation District (SWCD) must designate an official newspaper for each year, therefore

Be it resolved:

That the Wabasha SWCD designate the same newspaper as Wabasha County, and

Be it finally resolved:

That the official newspaper for 2025 be The Wabasha County Herald.

Board Chair

Date

Resolution 01232025-3

A Resolution to Designate the Official Bank Depositories for Wabasha Soil and Water Conservation District for 2025

Whereas:

Wabasha Soil and Water Conservation District (SWCD) must annually designate official bank depositories for official Wabasha SWCD funds, therefore

Be it resolved:

That the official depository for checking be WNB Financial (Formerly First State Bank), of Wabasha, and

Be it further resolved:

That the official depositories for Money Market Savings be WNB Financial, Wabasha, MN; Bank of Alma, Wabasha, MN; and Peoples State Bank, Plainview, MN.

Board Chair

Date

Resolution 01232025-4

A Resolution Designating Signature Authority for Wabasha Soil and Water Conservation District Bank Accounts 2025

Whereas:

Wabasha Soil and Water Conservation District (SWCD) has newly elected Board of Supervisors members, and

Whereas:

The Wabasha SWCD Board of Supervisors had members retire, and

Whereas:

It is proper policy to remove retired members and add new member to the signature authority card for bank accounts, therefore

Be it resolved:

That the following Board of Supervisors be authorized to have signature authority over all bank accounts of the Wabasha SWCD:

Chet Ross

Sharleen Klennert

Dag Knudsen

Seth Tentis

Lynn Zabel

and,

Be it further resolved:

That the Wabasha SWCD Board of Supervisors grant signature authority over all bank accounts to the District Manager, Terri Peters, and

Be it further resolved:

That all checks for disbursement of funds from WNB Financial (formerly First State Bank) require two (2) authorized signatures, and

Be it further resolved:

That transfer checks from Money Market accounts require one (1) signature, to accommodate funding needs, and that the checks can only be issued to Wabasha SWCD for deposit into other existing bank accounts, and

Be it finally resolved:

That this resolution remains in effect only until any of the above-named signatories are no longer associated with Wabasha SWCD

Board Chair

Date

Resolution 01232025-5

A Resolution to Set Board Supervisor Per Diem and Mileage Rates for 2025

Whereas:

Wabasha Soil and Water Conservation District (SWCD) is required to annually set the per diem and mileage rates, and

Whereas:

Maximum amounts for such rates are mandated by state statute (M.S. 103C.315 Subd 4), therefore

Be it resolved:

That the Wabasha SWCD set the 2024 per diem and mileage rates at the mandated maximum allowable level of \$125/day per diem and \$.70 /mile (IRS Rate) for Board Supervisors

Board Chair

Date



IRS increases the standard mileage rate for business use in 2025; key rate increases 3 cents to 70 cents per mile

IR-2024-312, Dec. 19, 2024

WASHINGTON — The Internal Revenue Service today announced that the optional standard mileage rate for automobiles driven for business will increase by 3 cents in 2025, while the mileage rates for vehicles used for other purposes will remain unchanged from 2024.

Optional standard mileage rates are used to calculate the deductible costs of operating vehicles for business, charitable and medical purposes, as well as for active-duty members of the Armed Forces who are moving.

Beginning Jan. 1, 2025, the standard mileage rates for the use of a car, van, pickup or panel truck will be:

- 70 cents per mile driven for business use, up 3 cents from 2024.
- 21 cents per mile driven for medical purposes, the same as in 2024.
- 21 cents per mile driven for moving purposes for qualified active-duty members of the Armed Forces, unchanged from last year.
- 14 cents per mile driven in service of charitable organizations, equal to the rate in 2024.

The rates apply to fully-electric and hybrid automobiles, as well as gasoline and diesel-powered vehicles.

BWSR Grants Signature Authority

Wabasha SWCD

Resolution 01232025-6

Whereas: BWSR has changed the way Grant Agreements are signed.

Whereas: Terri Peters is listed as grant manager of the BWSR grants.

Whereas: The goal is to process the grants in a timely manner.

Whereas: Signature authority was approved at the October 26,2023 board meeting and

Therefore: The board approves that the District Manager have signature authority for grants agreements as they come in. BWSR agreements will be provided at the next regular board meeting of the Wabasha SWCD.

Board Chair

Date

Cover Crops and Well Sealing
Contract and Extension Signature
Authority policy Wabasha SWCD
Resolution 01232025-7

In the event that a new Cover Crop or Well Sealing contract, or an existing contract that will expire between scheduled board meetings, the District Manager and either the Board Chair, or Vice Chair will have the authority to sign the new contract or extension on behalf of the Wabasha SWCD, with ratification of the new contract or amendment to extend the contract being made at the next regular board meeting of the Wabasha SWCD.

This policy is designed to reduce the expense and requirement to schedule and hold a special board meeting for non-controversial items.

This policy applies to new Cover Crop or Well Sealing contracts and non-controversial amendments to extend the contract end date.

Whereas signature authority was approved at the August 27, 2020 board meeting and

Whereas this is a resolution to support that board meeting decision for signature authority for cover crops, well-sealing and time sensitive non-controversial contracts

Board Chair

Date

Amendment to Resolution
01232025-7
Contracts, Amendments and
Extension Signature Authority
Policy Wabasha SWCD

In the event that an existing contract that will expire or a new contract that needs to be signed between scheduled board meetings due to time requirements, the District Manager and either the Board Chair, or Vice Chair will have the authority to sign the new contract or extension on behalf of the Wabasha SWCD, with ratification of the new contract or amendment to extend the contract being made at the next regular board meeting of the Wabasha SWCD. This includes any non-controversial contracts and amendments.

This policy is designed to reduce the expense and requirement to schedule and hold a special board meeting for non-controversial items.

This policy applies to any non-controversial contracts and amendments that need to be signed due to time requirements. Such as but not limited to new Cover Crop, Well Sealing and Nutrient Management contracts and non-controversial amendments to extend the contract end date.

Whereas this resolution is to give authorization for signature authority for any time sensitive non-controversial contracts and amendments, such as but not limited to cover crops, well-sealing, nutrient management and time sensitive non-controversial contracts

Board Chair

Date

**AgBMP Loan Applications
Signature Authority policy
Wabasha SWCD
Resolution 01232025-8**

In the event that a new AgBMP Loan Application is presented between a scheduled board meeting, The District Manager will have the authority to sign the application on behalf of the Wabasha SWCD, with ratification on the Consent Agenda at the next regular board meeting of the Wabasha SWCD.

This policy is designed to reduce the expense and requirement to schedule and hold a special board meeting for non-controversial items.

This policy applies to AgBMP Loan Applications up to \$200,000.00.

Whereas signature authority was approved originally at the January 26, 2023 board meeting and

Whereas this is a resolution to support that board meeting decision for signature authority for AgBMP Loan Applications.

Board Chair

Date

2025
Board Policy, Operating Rules, Guidelines, and Bylaws



Wabasha Soil and Water Conservation District
Board of Supervisors

2025

Policy, Operating Rules, Guidelines and Bylaws
(TO BE REVIEWED ANNUALLY AT THE BEGINNING OF EACH YEAR)

MISSION STATEMENT

“The mission statement of the Wabasha Soil & Water Conservation District is to provide technical, financial, and educational assistance for land and water management in a way that promotes a sound economy and sustains and enhances natural resources.”

Wabasha County Soil and Water Conservation District
Board of Supervisors

District I		Lynn Zabel
District II		Sharleen Klennert
District III		Chet Ross
District IV		Seth Tentis
District V		Dag Knudsen

Office of the Board of Supervisors
Wabasha Soil & Water Conservation District
611 Broadway Ave., Suite 10
Wabasha, MN 55981
www.wabashaswcd.com

WABASHA SOIL AND WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS

RULES OF THE BOARD OF SUPERVISORS

INTRODUCTION

The Wabasha Soil and Water Conservation District (District) is a soil and water conservation district established and operated pursuant to Chapter 103C of Minnesota Statutes and governed by an elected Board of Supervisors (Board). These rules are intended to facilitate the transaction of business by the District Board and its committees.

These rules shall become effective upon passage by the District Board. Acceptance of the office of a District Supervisor constitutes acceptance of the obligation to abide by these Rules.

ARTICLE 1

TRANSACTING THE BUSINESS OF THE DISTRICT

- 1. Organizational Structure.** The business and affairs of the District shall be managed by the Board. It is collectively the responsibility of the Board to make policy and oversee the implementation of policy as the governing authority for the District. An individual Supervisor has no authority to act on behalf of the Board or the District, except to the extent such authority is expressly conferred upon him/her by a majority of the Board. The Board implements its policies by hiring, supervising and directing the District Manager. The District Manager is responsible for implementing policies adopted by the Board and for hiring, supervising and directing the staff of Wabasha SWCD.
- 2. Vacancies.** A vacancy in the Board resulting from the death, resignation, removal or disqualification of a Supervisor shall be filled by a majority vote of the remaining members of the Board. A Board Supervisor so appointed shall serve until a possible successor is elected. (Refer to 103c.305 subdiv. 6)

Board supervisors or other persons may suggest names of potential supervisors to the Board. These suggestions shall be submitted to the Board for consideration. The

Board may request additional information, such as a resume or statement of interest, in making its determination on the potential supervisor. The Board shall make it clear to the proposed supervisor that as part of their duties, they will be expected to agree to and follow all rules, guidelines, and/or bylaws in place for the Board. The Board shall vote on this recommendation, and it shall be passed if majority vote has been achieved.

3. Officers and Committees

1. **Terms of Office.** The term of each Board member is defined by Minnesota Statute.
2. **Chair.** In addition to such other powers or duties as the Board may stipulate, the Chair shall preside over the debate. The Chair shall sign all contracts and agreements on behalf of the District or designate such authority. The Chair shall have such other powers as may be granted by Minnesota law.
3. **Vice Chair.** If the Board shall elect a Vice Chair, the Vice Chair shall, in the absence or disability of the Chair, perform the duties and exercise the powers of the Chair, and shall perform such other duties as the Board may prescribe.
4. **Treasurer.** In addition to such other powers or duties as the Chair or the Board may prescribe, the Treasurer shall have such other powers as may be granted by Minnesota law. In the absence of the Treasurer, the chair shall be appointed to sign the Treasurer's report as submitted for approval.
5. **Secretary.** The Secretary shall attend all meetings of the Board and record or delegate all votes and the minutes of all proceedings in a book kept for that purpose. The Secretary shall also perform such other duties prescribed by the Board. In the absence of the Secretary, the Chair shall be appointed to sign the minutes as submitted for approval.
6. **Committees.** The Chairman may establish committees composed of one or two Supervisors to carry out the functions specified in the resolution of the Board establishing the Committee. Committees so established are subject at all times to the direction and control of the Board. These Rules apply to such committees and members of such committees to the same extent as they apply to the Board.
7. **Vacancy of a Committee Member.** If the office of any officer or committee assignment becomes vacant, the Supervisors then in office, although less than a quorum, may choose a successor, who shall hold office for the unexpired term with respect to which such vacancy occurred.

4. Meetings. The business of the Board is transacted during meetings and upon a vote of a majority of the Supervisors present. Board meetings shall be conducted in accordance with Minnesota Statutes Sections 103C.301-.335, the Minnesota Open Meeting Law, the Minnesota Government Data Practices Act, and Robert's Rules of Order at the discretion of the chair.

1. **Organizational Meeting.** Each January, the Board shall conduct an organizational meeting, which may be a regular monthly meeting, at which the Board shall elect a Chair, Vice Chair, Treasurer, and Secretary. Committees shall be appointed. Board members shall set the per diem and mileage rates and designate the financial institutions, official paper and date, time, and place of its regular monthly meetings. Rates cannot exceed those established by the state of Minnesota. Policy will be reviewed at this meeting, as well.
2. **Notice.** Meetings of the Board may be convened only after proper notice. The type of notice depends upon the type of meeting. The regular meeting of the Board shall be held on the dates and at the place and time established by the Board at its Organizational Meeting. The date, time and place of regular meetings shall be posted or published by the District Administrator or Administrative Assistant. If the time or place of a regular meeting is changed, notice of the time and place of the meeting must be given in the manner of a special meeting. Special meetings may be called by the Board Chair or upon the approved motion of Board members. Notice of special meetings shall be given to Board members (and the public in the manner described by the Open Meeting Law) by mail at least 72 hours before the meeting. Emergency meetings may be called only in situations that demand the immediate attention of the Board. Notice of the emergency meetings shall be given by telephone or any other available means as soon as is practical prior to the meeting. The notice of a special or emergency meeting must include a description of the business to be conducted. The business transacted at a special or emergency meeting shall be limited to items specifically contained in the notice of the meeting. The District Administrator or Administrative Assistant shall provide to the Supervisors at least three days prior to a regular meeting agendas and relevant printed materials to be received and/or discussed at the meeting.
3. **Quorum.** A majority of the total number of Supervisors constitutes a quorum. No

business may be conducted by the Board unless a quorum is present.

4. **Actual Attendance Required.** Actual attendance is required in order to cast a vote or to meet quorum requirements. Votes may not be cast by proxy. Failure to attend more than three (3) regularly scheduled meetings in a row or four (4) regularly scheduled meetings in any one year shall constitute neglect of duty within the meaning of Minn. Stat. 103C.315 and could, with a board motion, subject the Supervisor to the sanctions set forth in these Rules.
5. **Decorum at Meetings.** Board members are expected to conduct themselves at Board meetings in a pleasant, polite, courteous and respectful manner. Board members shall strive not to speak while another Board member, a staff member, or a member of the public has the floor. There shall be no name-calling or profanity. Indecorous language or behavior shall be grounds for the imposition of sanctions as set forth in these Rules. Discussion will remain germane to the topic of discussion.
5. **Government Data.** The government Data Practices Act, Minn. Stat. Ch. 13, applies to the District. The Act specifies that each public body must designate a "responsible authority" to handle requests for data. The "responsible authority" for the District is the District Administrator. Thus, all requests or inquiries regarding District data received or made by a Board member must be forwarded to the District Administrator. The District Administrator shall be responsible for searching for the data, classifying the data within the scope of the request and for making the specific response to the request for data. The District Administrator and District staff are obligated to provide a Supervisor with data he/she needs in order to carry out his/her duties as a Supervisor. Thus, District data should not be accessed or modified by a Supervisor.

The Wabasha SWCD charges members of the public for copies of government data. These charges are authorized under Minnesota Statutes, section 13.03, subdivision 3(c).

Charges must be paid with receipt of data or pre-paid.

Charges are as follows:

For 100 or Fewer Paper Copies – 25 Cents Per Page

100 or fewer pages of black and white, letter or legal-size paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy.

Copies on DVD - \$10.00/DVD

Copies on CD - \$10.00/CD

Commercial Use Fee-\$50.00 per request

Most Other Types of Copies – Actual Cost

The charge for most other types of copies, when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data and making the copies.

In determining the actual cost of making paper or electronic copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to search for data, retrieve data, and make copies is based on billable time of the employee doing aforementioned work based on current billing found using the Board of Water and Soil Resources (BWSR) billing rate calculator.

Section 1619 of the Food, Conservation, and Energy Act of 2008 prohibits USDA, its contractors, and cooperators, from disclosing information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in a USDA program as well as geospatial information maintained by USDA with respect to such agricultural land or operations, subject to certain exceptions and authorized disclosures. Examples of such data include, but are not limited to, conservation plans, wetland determinations, Highly Erodible Land Determinations, acreage amounts, assistance notes, National Resources Inventory point data, flood damage surveys, program contract information, maps, surveys, charts, and aerial photographs if they contain data identifying characteristics of the agricultural land. Sharing of routine information as necessary for the implementation of conservation programs with partners will be permitted through a

Memorandum of Understanding (MOU) "Acknowledgement of Section 1619 Compliance" signed by the SWCD Board Chair on December 17, 2009.

ARTICLE 2

RULES OF CONDUCT

1. Employee Policies Applicable to Supervisors. The following policies set forth in the District Employee Handbook shall apply to Board members:

- Internet/Email Use Policy
- Equal Employment Opportunity (Policy 100)
- Employee Conduct and Work Rules (Policy 106)
- Payroll (Policy 109)
- Sexual Harassment Policy
- Employee Code of Ethics (Policy 003)
- Chain of Command (Policy 418)

However, the disciplinary portions of these policies shall not apply to Supervisors. A Supervisor who violates any of these policies shall be considered to have engaged in "malfeasance" or "neglect of duty" within the meaning of Minn. Stat. § 103C.315 and may be sanctioned as set forth in these Rules.

2. Action in furtherance of Mission. The Board is a policy-making body and must act as a majority when making any determinations. Therefore, it is imperative that each Board member act in a manner consistent with and in furtherance of the policies, mission and core values established by the majority of the Board. Therefore, when a Supervisor appears in public and speaks on any issue concerning the District and/or its general mission or specific projects or practices, such Board Supervisor shall express the official Board position on the issue. If a Board Supervisor personally disagrees with the Board's position, the Board member shall only express his/her personal opinion if the Board member first:

- Presents the official position of the Board;
- Clearly explains that his/her personal position is the minority position; and

- Explains that s/he is speaking as a citizen rather than expressing the opinion of the Board.

3. Per Diem and Reimbursement of Travel Expenses Incurred on Behalf of the

District. A Board Supervisor is entitled to a per diem in the amount set by the Board when engaged in activities on behalf of Wabasha SWCD. However, no Supervisor shall receive per diem payments that total more than \$550.00 per month. Supervisors, who attend meetings or functions on behalf of the District and in furtherance of the goals of the District, shall be eligible for reimbursement of reasonable and necessary travel expenses actually incurred. If the Supervisor uses his/her own personal vehicle, mileage reimbursement shall be payable in the amount established by the United States Internal Revenue Service. For meetings other than regularly scheduled monthly Board meetings, it is the policy of the District Board that Supervisors may only receive a per diem payment and be reimbursed for travel expenses when attending special board meetings and committee assignment meetings as directed or approved by the Board.

Board members planning to attend other meetings representing the Wabasha SWCD or educational opportunities to enhance their role as a Wabasha SWCD Supervisor should obtain prior approval from the Board to receive per diem and mileage. If time constraints prevent prior approval, board members may submit a request, included in their quarterly vouchers, for consideration of post approval by the Board. Prior approval must be obtained from the Board for all out-of-state travel. All reimbursements for travel related expenses require the appropriate receipts.

4. Interaction with District Staff.

1. **Direction and Assignment of Work.** The Board shall direct and assign the work of the District Administrator. The District Administrator shall direct and assign the work of all other District staff.
2. **Supervision, Evaluation and Discipline of Staff.** While a Supervisor may provide input to the District Administrator, the District Administrator and not the Board shall be responsible for the supervision, direction, evaluation and discipline of individual staff members. However, nothing shall preclude the District Administrator from eliciting the assistance of the Board, an Officer or an individual Supervisor in the

performance of the District Administrator's duties as personnel manager.

3. **Interaction.** Board members' interaction with the District Administrator or with staff must recognize that only the board acting as a whole can govern and give direction to the District Administrator.
4. **Problem Resolution.** If a problem arises between a Supervisor and a staff person, it is expected that the individuals involved will seek to resolve the problem promptly. The District Supervisor is subject to the Chain of Command and should address the employee issue through the District Manager, in the same manner that the employee should address the issue. It is the responsibility of the District Administrator to deal with the involved staff member and the responsibility of the Board to deal with the involved Supervisor. If a problem arises between the District Administrator and a Supervisor, the District Administrator and the Board member shall make all attempts to resolve the issue themselves. If sincere and diligent attempts by both parties do not resolve the issue, then the District Administrator and the Supervisor shall present the situation jointly to the Board. The Board shall resolve all such disputes brought before it and its decision shall be final.

ARTICLE 3

ETHICS POLICY

1. **Purpose.** Officials in public service must maintain the highest possible standards of ethical conduct in their transaction of public business. Such standards should be clearly defined and known to the public as well as to local officials. Furthermore, the proper operation of democratic government requires that local officials be independent, impartial, and responsible to the people; that government decisions and policy be made in the proper channels of the government structure; that public office not be used for personal gain or as a platform for personal opinion; and that the public have confidence in the integrity of this government. The board shall not act in a technical capacity. The board will support duties staff are required to carry out as delegated by specific program requirements. In recognition of these goals, there is hereby established a Code of Ethics for all Supervisors. The purpose of this Code is to establish ethical standards of conduct for all Supervisors by setting forth those acts or actions that are incompatible with the best interest of the people of Wabasha County, and by directing disclosure by

Supervisors of private financial or other interest in matters affecting the County and District.

2. Definitions.

1. *Administrative action* means an action of a nonministerial nature by any Board member.
2. *Legislative action* means introduction, sponsorship, debate, voting and any other official action on any ordinance, resolution amendment, nomination, appointment, report or other matter pending or proposed before the Board.
3. *Candidate* means any individual who files an affidavit of candidacy or petition to appear on the ballot for an elective public office.
4. *Election* means a general, special, primary or special primary election.
5. *Local official* as defined in Minnesota Statutes, Section 10A.01 means a person who holds elective office in a political subdivision or who is appointed to or employed in a public position in a political subdivision in which the person has authority to make, to recommend, or to vote on, as a member of the governing body, major decisions regarding the expenditure or investment of public money and shall include the supervisors, who are elected officials.

- 3. Conflicts of Interest.** Board members should not participate in or vote on issues by which they are personally affected. Said supervisor should recuse themselves from any voting on an issue where there is a conflict of interest.

Any member of the Board who in the discharge of his or her official duties would be required to take an administrative or legislative action or make a decision which would substantially affect his or her financial interest, or those of a business with which he or she is associated (hereafter the affected person), unless the effect of the affected person would be no greater than on other members of his or her business classification, profession or occupation, shall take the following actions:

- The affected person shall prepare, on such form as prescribed by the state ethical practices board, a written statement describing the matter requiring action or decision and the nature of his or her potential conflict of interest;
- The affected person shall deliver a copy of the statement to the Chair of the Board;
- If a potential conflict of interest presents itself and there is insufficient time to comply

with the provision of subsections (1) and (2), the affected person shall orally inform the Board of the potential conflict. The affected person shall file a written statement as prescribed above within one week after the potential conflict presents itself.

- The affected person shall remove himself or herself, if possible, from influence over the action or decision in question and assign the matter to a subordinate. The Board may, upon request, excuse the affected person from taking part in the action or decision in question.
- If the affected person is not permitted or is otherwise unable to abstain from action in connection with the matter, he or she must file with the Chair of the Board a statement describing the potential conflict of interest and the action taken. Such statement must be filed within one week of the action taken.

- 4. Representation for a fee.** No Supervisor shall represent a client for a fee before the Board.
- 5. Statement of economic interest.** Each individual required to file a statement of economic interest shall do so in compliance with Minn. Stat. § 10A.09. All statements filed with the Board Chair shall be public data.
- 6. Penalty for false statements.** A report or statement required by this section shall be signed and certified as true by the person required to file the report. Any person who signs and certifies to be true a report or statement which he or she knows contains false information, who knowingly omits required information, or who fails to file a report or statement when required by this section, is subject to penalties established by law.
- 7. Gifts.** No person or entity shall offer to give a Supervisor or the Supervisor's spouse or dependent children, and the Supervisor shall not solicit or receive, anything of value (including a gift, favor or service, or a promise of future employment), which would cause the total value of such things received from the same person or association to exceed one hundred dollars (\$100.00) during any calendar year, and which is either (a) based on any understanding that such Supervisor's vote, official actions or judgment would be influenced thereby, or (b) where the circumstances are such that it could reasonably be inferred that the thing of value would influence the Supervisor in the discharge of his or her duties.
- 8. Confidential information.** No Board member shall use or disclose confidential

information gained in the course of or by reason of his or her official position or activities, including, but not limited to, any data classified as private, confidential, nonpublic or protected nonpublic pursuant to Minnesota Statutes, Chapter 13, in any way that could result in financial gain for the Board member, members of his or her family, or any business with which he or she is associated.

- 9. Violation of Ethics Policy.** Violation of the Ethics Policy shall be considered "malfeasance" or "neglect of duty," and may result in sanctions set forth in these Rules.

ARTICLE 4

SANCTIONS FOR VIOLATION OF THESE RULES

Violation of any portion of these Rules shall be considered "malfeasance" or "neglect of duty". Sanctions for violation of these rules will be in accordance with state statute procedures 103c. This may result in any or all of the following sanctions:

- Private or Public Censure
- Limitation of the Board member's authority to appear and act on behalf of the Board
- The docking or stripping of the Board member's per diem
- The petition by the Board to the Board of Water and Soil Resources for the removal of the Board member pursuant to Minnesota Statute.

ARTICLE 5

AMENDMENTS TO RULES

These Rules may be amended or repealed by the affirmative vote of a majority of the Board provided that: the text of the proposed change was provided in writing along with the notice of the meeting at which such proposed change is to be considered; and the Board shall not adopt, amend or repeal any Rule to the extent such action causes any Rule to violate Minnesota Statutes, the United States Constitution or the Constitution of the State of Minnesota.

Board Service Commitment Pledge and Standards

As a Wabasha Soil & Water Conservation District Board Member recognizing the important responsibility, I am undertaking in serving as a member of the Board, I hereby pledge to carry out in a trustworthy and diligent manner the duties and obligations in my role as a board member.

ROLE:

I acknowledge that my primary role as a board member is (1) to contribute to the defining of the organization mission and governing the fulfillment of that mission, and (2) to carry out the functions of the office of Board Member and/or Officer as stated in the Supervisors Handbook or Operating rules.

My role as a board member will focus on the development of broad policies that govern the implementation of institutional plans and purposes. This role is separate and distinct from the role of the District Administrator, who determines the means of implementation.

Commitment:

I will exercise the duties and responsibilities of this office with integrity, collegiality and care.

I Pledge:

1. To establish as a high priority my attendance at all meetings of the board and committees on which I serve.
2. To come prepared to discuss the issues and business to be addressed at scheduled meetings, having read the agenda and all background material relevant to the topics at hand.
3. To work with and respect the opinions of my peers who serve this board, and to leave my personal prejudices out of all board motions.

4. To always act for the good of the organization.
5. To represent this organization in a positive and supportive manner at all times and in all places.
6. To observe the parliamentary procedures and display courteous conduct in all board and committee meetings.
7. To refrain from intruding on administrative issues that are the responsibility of management, except to monitor the results and prohibit methods that conflict with board policy.
8. To avoid conflicts of interest between my position as a board member and my personal life. If such a conflict does arise, I will declare that conflict before the board and refrain from voting on matters in which I have conflict.
9. To support in a positive manner all actions taken by the Board even when I am in a minority position on such actions.
10. Prohibit mistreating, provoking or harassing other employees, supervisors, or making unwarranted criticism or accusations against other employees or supervisors.
11. To agree when placed as Chair or on a committee to: Call meetings as necessary until objectives are met; ensure that the agenda and support materials are mailed to all members in advance of the meetings; conduct the meetings in an orderly, fair, open, and efficient manner; and make committee progress reports to the board at its scheduled meetings.
12. To participate in the annual plan meetings, planning retreats, board development workshops, seminars, and other educational events that enhance my skills as a board member.

Board Member Signature: _____

Date: _____



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

RE: [External Email]RE: Wabasha Forestry Committee Request for SELC Sponsorship

2 messages

Peters, Terri - FPAC-NRCS, MN <terri.peters@mn.nacdnet.net> Mon, Jan 6, 2025 at 9:02 AM
To: Sheila Harnes <SHarnes@co.winona.mn.us>, David Ruff <david.ruff@tnc.org>
Cc: "Thibodeaux, Jaime (DNR)" <jaime.thibodeaux@state.mn.us>, Susan Cerwinske <susan.cerwinske.wabashaswcd@gmail.com>

Hi Sheila,

I also support this. I am adding Sue as she will have the broken down spreadsheet and I am out of town right now. Jen is generally tracking, too, so should be good. Is David still on the Landscape Committee. Trying to remember details about the job change right now.

Wabasha Forestry Committee

Terri Peters
Wabasha SWCD
(651) 560-2044

*SELC Sponsorship of Wabasha Forestry Day
2/14/25*

\$ 500.00



FY 23 SE Landscape - MN DNR

*"Nature's music is never over; her silences are pauses, not conclusions."
- Mary Webb, English - Novelist*

From: Sheila Harnes <SHarnes@Co.Winona.MN.US>
Sent: Monday, January 6, 2025 8:07 AM
To: David Ruff <david.ruff@TNC.ORG>; Peters, Terri - FPAC-NRCS, MN <terri.peters@mn.nacdnet.net>
Cc: Thibodeaux, Jaime (DNR) <jaime.thibodeaux@state.mn.us>
Subject: [External Email]RE: Wabasha Forestry Committee Request for SELC Sponsorship

[External Email]

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

Use caution before clicking links or opening attachments.

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

Hi Terri and David,

Assuming that we have the available funds, yes, I support the SE Landscape Committee request for \$500 to support the Wabasha Forestry Day.

-Sheila

From: David Ruff <david.ruff@TNC.ORG>

Sent: Monday, January 6, 2025 5:58 AM

To: Sheila Harmes <SHarmes@Co.Winona.MN.US>; Terri Peters <terri.peters@mn.nacdnet.net>

Cc: Thibodeaux, Jaime (DNR) <jaime.thibodeaux@state.mn.us>

Subject: FW: Wabasha Forestry Committee Request for SELC Sponsorship

CAUTION: External Sender - Do not open links or attachments if uncertain about their legitimacy.

Sheila and Terri,

We have received the below and attached request for \$500 from the SE Landscape Committee to support Wabasha Forestry Day. Unless I'm forgetting something, I'm not aware of any other funding requests that have come in this FY. I'm in favor of approving this request. Terri, I'm assuming you'll abstain from voting to approve since you're on the committee. So, Sheila, please let me know whether you also approve, and if so, we can let Jen know it's a yes.

Thanks,

David

From: Jennifer Wahls <jen.landscapeconnections@gmail.com>
Sent: Thursday, January 2, 2025 2:41 PM
To: David Ruff <david.ruff@TNC.ORG>
Subject: Wabasha Forestry Committee Request for SELC Sponsorship

Hi David,

Please see attached a request for \$500 from the SE Landscape Committee for the Annual Wabasha Forestry Day to be held on Friday, February 14th, 2025 in Kellogg. The DRAFT agenda is also attached. We are awaiting a few details to finalize the agenda.

Please let me know if you or others have any questions.

Thank you for the consideration,

Jen Wahls

Wabasha Forestry Committee Secretary

218-310-9058

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

Peters, Terri - FPAC-NRCS, MN <terri.peters@mn.nacdnet.net> Thu, Jan 9, 2025 at 12:43 PM
To: David Ruff <david.ruff@tnc.org>, Sheila Harmes <SHarmes@co.winona.mn.us>
Cc: "Thibodeaux, Jaime (DNR)" <jaime.thibodeaux@state.mn.us>, Susan Cerwinske <susan.cerwinske.wabashaswcd@gmail.com>

Yes, we manage the grant for that. I've added Sue. The check would be written at the next board meeting.

Thanks!

Terri

From: David Ruff <david.ruff@TNC.ORG>
Sent: Wednesday, January 8, 2025 11:23 AM
To: Peters, Terri - FPAC-NRCS, MN <terri.peters@mn.nacdnet.net>; 'Sheila Harmes' <SHarmes@Co.Winona.MN.US>

Cc: Thibodeaux, Jaime (DNR) <jaime.thibodeaux@state.mn.us>
Subject: RE: Wabasha Forestry Committee Request for SELC Sponsorship

No problem. Sounds like we're in support with Sheila and my votes, so I'll let Jen know it's funded. Terri do you handle dispersing the funds?

David

From: Peters, Terri - FPAC-NRCS, MN <terri.peters@mn.nacdnet.net>
Sent: Monday, January 6, 2025 9:05 AM
To: David Ruff <david.ruff@TNC.ORG>; 'Sheila Harmes' <SHarmes@Co.Winona.MN.US>
Cc: Thibodeaux, Jaime (DNR) <jaime.thibodeaux@state.mn.us>
Subject: RE: Wabasha Forestry Committee Request for SELC Sponsorship

Oh yes, sorry, got the other email first. I'll abstain.

Terri

From: David Ruff <david.ruff@TNC.ORG>
Sent: Monday, January 6, 2025 5:58 AM
To: 'Sheila Harmes' <SHarmes@Co.Winona.MN.US>; Peters, Terri - FPAC-NRCS, MN <terri.peters@mn.nacdnet.net>
Cc: Thibodeaux, Jaime (DNR) <jaime.thibodeaux@state.mn.us>
Subject: FW: Wabasha Forestry Committee Request for SELC Sponsorship

Sheila and Terri,

[Quoted text hidden]



UNIVERSITY OF MINNESOTA | EXTENSION

Cow Calf Days[®]

Seminar Tour & Trade Show

Sponsorship & Vendor Form

Company/Organization: Wabasha Soil and Water Conservation District

Contact Person(s): Terri Peters

Title: District Manager

Address: 611 Broadway Avenue, Suite 10B

City, State, Zip: Wabasha, MN 55981

Phone: 651-560-2044

Email: terri.peters@mn.nacdnet.net

Need Invoice: Yes No

Please return this completed form to emmousel@umn.edu or mail to the address below.

Please make checks payable to the University of Minnesota.

Please indicate if an invoice is required.

University of Minnesota Beef Team

Attn: Eric Mousel

1861 E Hwy 169

Grand Rapids, MN 55744

Ph. 218.398.1916, Fax: 218.327.4126, email: emmousel@umn.edu



Cow Calf Days[®]

Seminar Tour & Trade Show

Sponsorship & Vendor Form

Sponsor Cow Calf Days Southern Tour \$300

Included with this level of sponsorship:

- Free representative registration for each program
- Recognition at all southern MN locations
- Tradeshow booth at all southern locations
- Product and materials display at meetings

Sponsor cow Calf Days Northern Tour \$300

Included with this level of sponsorship:

- Free representative registration for each program
- Recognition at all northern MN locations
- Tradeshow booth at all southern locations
- Product and materials display at meetings

Sponsor Cow Calf Days individual location \$100 x # of locations

Included with this level of sponsorship:

- Free representative registration for each program
- Recognition at selected locations
- Tradeshow booth at selected locations
- Product and materials display at meetings

Please indicate locations:

- Mora, MN Rochester, MN Bagley, MN Iron Junction, MN
- Glenwood, MN Le Sueur, MN Lancaster, MN
- Pipestone, MN Staples, MN Roseau, MN

Cow Calf Days™

2025 Seminar Tour & Trade Show

February 6, 2025

5:30 PM

Rossman Farms

7000 70th St NW

Oronoco, MN

For more information:

Tony Rossman 507.259.2174

Michelle Rossman 507.206.7986

Dean Thomas 507.421.2229

Mary Nesberg 507.328.6225

\$10 at the door includes meal and materials

Topics

<i>Beef Checkoff Facts & Fiction</i>	<i>Kelly Schmidt</i>	<i>MN Beef Council</i>
<i>Price Protection for Cattle Markets</i>	<i>Cali Flower</i>	<i>Hurley & Associates</i>
<i>First Defense for Calf Scours</i>	<i>Michelle Philibeck</i>	<i>Immucell Inc.</i>
<i>Carcass Trait Impact on Final Product</i>	<i>Lincoln Bryan</i>	<i>Upper Iowa Beef</i>
<i>Beef Research Update</i>	<i>Eric Mousel</i>	<i>U of M Beef Team</i>

Contract Amendment Form

Organization: <p style="text-align: center;">Wabasha SWCD</p>	Contract Number: <p style="text-align: center;">2024WAGZ-WC-21</p>	Amendment Number: <p style="text-align: center;">1</p>	Amendment Type Date <input type="checkbox"/> Amount <input checked="" type="checkbox"/> Land Occupier <input type="checkbox"/> Practice <input type="checkbox"/> Other <input type="checkbox"/>
		Board Meeting Date: <p style="text-align: center;">1/23/2025</p>	

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

State Grant Agreement Expiration Date: 12/31/25 Original Contract Install Date: _____

Amended Contract Install Date (If applicable): _____

Original Total Amount Authorized: \$1,547.50 Amended Total Amount Authorized: \$1,607.50

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

The total project cost has changed from \$3,095.00 to \$3,215.00 and thus, the total amount authorised has been changed from \$1,547.50 to \$1,607.50.

The original contract, as numbered, shall remain in full force and effect, except for those changes made necessary by the amendment.

This Amendment is to take affect on the date of the last signature hereto.

Date <p style="font-size: 1.5em;">1-15-25</p>	Land Occupier
Date	Landowner, if different from applicant

Technical Assessment and Cost Estimate

I have viewed the site where the above listed are to be installed and find that they are needed, and that the amended estimated quantities, costs, or completion date described above are practical and reasonable.

Date <p style="font-size: 1.5em;">1-15-25</p>	Technical Assistance Provider
--	-----------------------------------

Organizational Approval

Date	Authorized Signature
------	----------------------

*Attach this form to the Conservation Practice Assistance Contract

PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: Mike Tighe Contract No.: 2024WAGZ-WC-21
 Address: 60529 Co Rd 6
 City, State, Zip: Zumbro Falls, MN
 Total Amount Authorized: \$1,607.50 % Approved: 50% (state) 50% (state & non-state)
 (from contract)

Item	Quantity	Unit	Unit Price	Cost
Wabasha Sealing Permit	1	1	\$30.00	\$30.00
Bags of Neat Cement Grout	48	48	\$40.00	\$1,920.00
Yards 3/8 Pea Rock	2	2	\$60.00	\$120.00
Labor to Pump Neat Cement Grout	1	1	\$1,050.00	\$1,050.00
Paperwork and Filing Fees	1	1	\$95.00	\$95.00
				\$0.00
				\$0.00

PROJECT COST: \$3,215.00

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final): _____ Final
 B. Total cost of practice to date: _____ \$3,215.00
 C. Eligible amount (total cost x % approved): _____ \$1,607.50 (state) _____ \$1,607.50 (state & non-state)
 D. Total other state payment amount: _____ \$0.00
 E. Total non-state payment amount: _____ \$0.00
 F. Total previous partial payments: _____ \$0.00
 G. Pre-Construction Cover payment amount: _____ \$0.00
 H. Maximum payment amount _____ \$1,607.50

Pre-Con. Cover Ac.	Rate/Ac.

Amount Approved for This Voucher: \$1,607.50
 (cannot exceed Total Amount Authorized)

I certify that this is an accurate and true summation of the actual costs and quantities of material, labor, and equipment used on the above project. In cases where the receipts included items not used on the project, I have corrected them accordingly.

Michael Tighe
 Payee Signature

1-15-25
 Date

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

I certify that I have reviewed this voucher and all supporting information, including invoices and paid receipts, and that to the best of my knowledge and belief, the quantities and billed cost or disbursements are accurate and are in accordance with terms of the contract identified.

Technical Assistance Provider NRCS-CPA 1245 (Practice Approval and Payment Worksheet) can be utilized as the certification of practice completion. An attached completed and signed NRCS-CPA-1245 and as-built can be used as the technical certification on the "Voucher and Certification"

Vicki Stet
 Technical Assistance Provider
1-15-25
 Date

Jessica Grivinske
 Administrative Sign-off
1/16/2025
 Date

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Wabasha SWCD	Contract Number: 2024WAGZ-WC-21	Other state or non-State funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
--	---	--	--	---

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

Applicant

Land Occupier Name Michael Tighe	Address 60529 Co Rd 6	City/State Zumbro Falls, MN	Zip Code 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: Hyde Park	Township No.: 109	Range No.: 13	Section No.: 9	1/4, 1/4 E, E
--	---------------------------------	-----------------------------	------------------------------	-----------------------------

Contract Information

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

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

State of MN Plumbing Code (MN Rules, Chapter 4714), by a water contractor licensed under chapter 326B or a plumber licensed under chapter 326B.
5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board 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 5/31/25, this contract will be automatically terminated on that date.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices must include the name of the vendor; materials, labor or equipment used; the component unit costs and the dates the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
4. Not accept cost-share funds, from state sources in excess of 50%, or state and non-state sources that when combined are in excess of 50% of the total cost to establish the conservation practice. Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the flat rate payment option.

5. To provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

Date 11-29-24	Land Occupier Michael Tighe
Date	Landowner, if different from applicant
	Address, if different from applicant information:

Conservation Practice

The primary practice for which cost-share is requested is: 351 Well Decommissioning

Eligible Component Standards & Names See attached installation standards and requirements	Engineered Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate \$3,095.00
	Ecological Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	

Technical Assessment and Cost Estimate

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

Date 12/5/24	Technical Assistance Provider Kathy [Signature] cost estimate provided by licensed well contractor
-----------------	--

Pre-Construction Cover

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

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

Amount Authorized for Financial Assistance

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

Amount	Program Name	Fiscal Year
\$1,547.50	WAGZ (watershed based funding)	2024

Date 12-19-2024	Authorized Signature Lynn Jabel	Total Amount Authorized \$1,547.50
--------------------	------------------------------------	---------------------------------------



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

FW: Cover crop biomass sampling project

1 message

Peters, Terri - FPAC-NRCS, MN <terri.peters@mn.nacdn.net>
To: Susan Cerwinske <susan.cerwinske.wabashaswcd@gmail.com>

Fri, Jan 17, 2025 at 1:27 PM

Add to agenda for information and discussion

From: Bailey Tangen <btangen@umn.edu>**Sent:** Wednesday, January 15, 2025 3:35 PM**To:** Kuehner, Kevin (MDA) <kevin.kuehner@state.mn.us>**Cc:** aaren.mathison@fillmoreswcd.org; Peters, Terri - FPAC-NRCS, MN

<terri.peters@mn.nacdn.net>; goosey10 <goosey10@hotmail.com>; danowermager

<danowermager@gmail.com>; Amanda <amanda.gentry@winonaswcd.com>; Langseth Shona

<Shona.langseth@olmstedcounty.gov>; Mary Nesberg <nesbe007@umn.edu>; Riley Buley

<Riley.Buley@fillmoreswcd.org>; Kennedy, Beau <bkennedy@goodhueswcd.org>;

savannah.domnie <savannah.domnie@goodhueswcd.org>

Subject: Re: Cover crop biomass sampling project

Hi everyone,

It was great to chat with this group yesterday. I am excited about working with you all and collecting useful cover crop data for farmers and conservation staff!

I wanted to follow up with a few resources. We are still finalizing the budgets and the postcard flyer, but I will pass along a few items in the meantime:

[Here is a link to the Great Lakes Cover Crop Project \(GLCCP\)](#) website. Producers can [enroll at this link](#), under the 'enroll' tab. Producers who enroll will be sent \$50 gift cards and a report of the biomass/nutrient estimate in the mail in the early summer.

I'll attach the cover crop performance handout we discussed yesterday as well as the social media graphic that can be shared. [Here's the recruitment kit where you can find pre-written blurbs](#) of different lengths for newsletters, social media, etc. I'll make a postcard flyer and send printed copies to folks soon- I should have that ready in a few days. We have [these business card-sized flyers](#) (front and back of a card) that I can send printed copies of, but the postcard may be better for handouts.

In the near future, I will contact you with sampling instructions and sampling equipment (quadrat, sample bags, etc). This will happen sometime in February. I mentioned yesterday that it would be great to promote the GLCCP heavily now and get producers enrolled so that they fill out the management survey in the winter when things are a little less busy. The producers will take a photo and height measurements in the spring, and I will follow up with producers on sampling instructions/questions in late February. We will be sampling a subset of these fields, depending on how many producers we can find.

Please reach out with any questions you have - email or phone (612-469-6393) works great. Thank you all! I look forward to the opportunity to work with you and local producers.

Have a good day,

Bailey

On Tue, Jan 14, 2025 at 7:55 AM Kuehner, Kevin (MDA) <kevin.kuehner@state.mn.us> wrote:

Brief meeting to discuss this project and share ideas about the best approach to recruit, collect management information and sample fields. Goal is to sample about 50-60 fields across a six county area this spring and shortly before termination.

Thanks,

Kevin

507-429-0928

Microsoft Teams [Need help?](#)

Join the meeting now

Meeting ID: 226 759 365 76

Passcode: 2ei9Tf2F

Dial in by phone

+1 651-395-7448,,436130074# United States, Minneapolis

Find a local number

Phone conference ID: 436 130 074#

Join on a video conferencing device

Tenant key: mn@m.webex.com

Video ID: 115 537 719 0

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)



--

Bailey Tangen

Extension Educator - Water Resources and Soil Health

extension.umn.edu

Farmington Regional Extension Office

[4100 220th Street West, Suite 100](#)

[Farmington, MN 55024-8087](#)

btangen@umn.edu

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

3 attachments



Great Lakes Cover Crops Project Improving cover crop performance with community science (3) (2) (1).png
1634K

 **staff 1 pg - cover crop performance in Karst Counties.docx.pdf**
374K

 **2024 Recruitment flyer (1) (2) (1).pdf**
3850K

GREAT LAKES COVER CROPS PROJECT

Recruiting for the 2024-25 season!

Join a network of over 100 farmers to help identify what cover crops and management practices work best across different growing conditions. All types of farms and overwintering cover crops are welcome.

Sign up here or scan the QR code below:





Cover Crop Performance in Karst Counties

Cover crops as a tool for Nitrogen reduction—help us measure the impact!

Overview

Nitrate leaching is a serious concern in SE MN, and cover crops can be an effective solution to take up excess N. Models assume that cover crops reduce nitrate levels by 30%, but this reduction depends on factors like effective germination and management.

We need on-farm data to better understand cover crop nutrient uptake and effectiveness. **We're looking for your help to find farmers willing to share data on their cover crops** (ex: cover crop planting date, plant method, rate, species, previous crop). Farmers will receive \$50 per field enrolled. We aim to collect biomass samples from 30 fields (5-10 per county) to measure N uptake.

Goals

This data will answer farmers' and advisors' questions on research-backed best cover crop management practices and 'nitrogen credits', and help planners evaluate cost-share programs' success in meeting environmental goals.

Timeline

- Recruit farmers to program - Winter 2024
- Farmers complete management questionnaire (~30 minutes) - Feb 2025
- Farmers submit cover crop data taken at termination (~20 minutes) - Spring 2025
- Biomass samples collection - Spring 2025
- Farmers sent individual reports, and data used in outreach + field days - Summer 2025

Can you help connect us to farmers? Contact:

Bailey Tangen, btangen@umn.edu



Enroll here:



Fig 1. SE MN counties of interest in red.

This project is part of the **Great Lakes Cover Crop Project** (z.umn.edu/glccp), a multi-state effort to build a regional database of cover crop performance, which then allows for identifying what cover crops and management practices work best across different farming conditions.

Cover crops take up more nitrogen the longer they grow

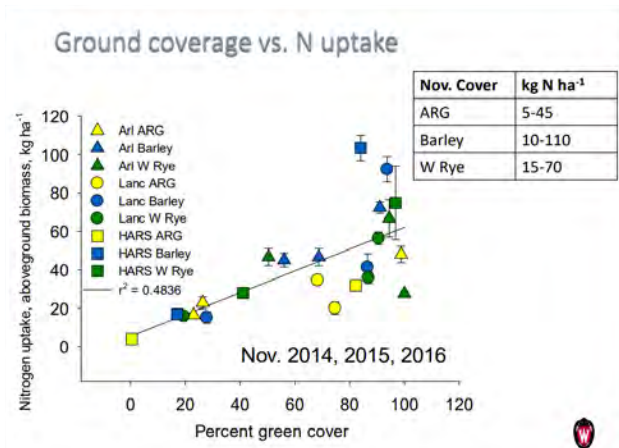


Fig. 2: Data from Matt Ruark (UW) showing a positive relationship between Nitrogen uptake and percent green cover.



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

FW: [External Email]MASWCD 2025 Legislative Priorities

1 message

Peters, Terri - FPAC-NRCS, MN <terri.peters@mn.nacdn.net>
To: Susan Cerwinske <susan.cerwinske.wabashaswcd@gmail.com>

Fri, Jan 17, 2025 at 11:32 AM

Please add this information to agenda and the Legislative day attendance on March 4. Likely a briefing the night before. Who will go?

From: employees <employees-bounces@maswcd.org> **On Behalf Of** Sheila Vanney
Sent: Wednesday, January 15, 2025 4:01 PM
To: Sheila Vanney <sheila.vanney@maswcd.org>
Subject: [External Email]MASWCD 2025 Legislative Priorities

[External Email]

If this message comes from an **unexpected sender** or references a **vague/unexpected topic**;
Use caution before clicking links or opening attachments.
Please send any concerns or suspicious messages to: Spam.Abuse@usda.gov



MASWCD 2025 Legislative Priorities

SWCD Supervisors and Employees,

Thank you for your commitment to advocate on behalf of SWCD funding and policy issues. Here's what you need to know about 2025 legislative priorities set out by the MASWCD board of directors. Additional information and our annual advocacy toolkit will be shared during a **February 4 webinar** (*more details to follow*), and we strongly encourage all SWCDs to attend our **March 4 legislative briefing and March 5 SWCD Day at the Capitol**.

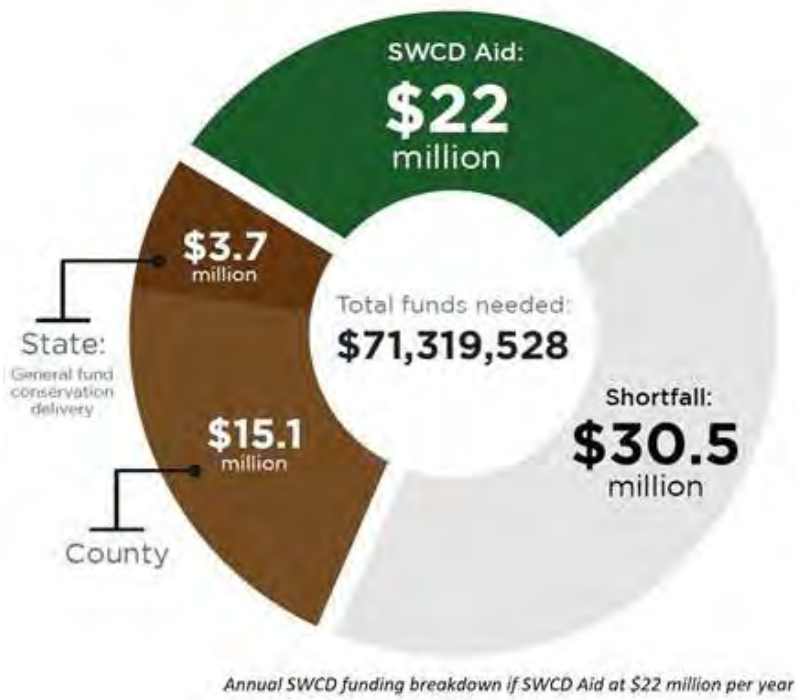
We will be pursuing these priorities in the context of a busy, somewhat chaotic session. There will be many issues on the table for legislative consideration, so it's important for

members to engage and lift up these issues!

SWCD AID

During the 2025 session, state lawmakers will work to pass a budget for the next two years. Together, the House, Senate and Governor will decide how State General Funds will be spent. The General Fund consists of proceeds from income taxes, sales taxes, corporate and other taxes.

While tax issues, including state aids, are not an automatic or necessary component of the state budgeting process, the House and Senate Taxes Committees will be meeting and considering these issues in 2025. **The biggest piece of General Fund spending impacting districts is SWCD Aid through the Department of Revenue.**



MASWCD worked to get SWCD Aid established during the 2023 legislative session. That year, we sought \$22 million per year in state aid for SWCDs. **The end result was \$15 million per year for the first two years, but because budget projections at the time showed a decline in forecasted revenue in future years, this statutory appropriation is set to drop to \$12 million per year for aids payable starting this July 2025.**

MASWCD Position. This year, we are again seeking \$22 million per year for SWCD aid. A statewide assessment shows that even at that level, districts statewide experience a shortfall in delivering the services essential to an SWCD (as shown in the above diagram). While \$22 million per year is unlikely to be the amount agreed to by lawmakers due to ongoing concerns about budget projections, we need to continue to bring awareness to our real and chronically unmet funding needs.

What's at risk. SWCD workload with implementing comprehensive watershed management plans and addressing local resource concerns, along with leveraging federal conservation funding opportunities depend on a strong funding commitment from the state. **A decrease in SWCD Aid would result in a potential loss of SWCD technical**

expertise, a reduction in services to private landowners and our natural resources and would put at risk our ability to leverage federal funding for Minnesotans.

CLEAN WATER FUNDS

Lawmakers will take up recommendations from the [Clean Water Council](#) on how to appropriate the next two years of Clean Water Funds for the FY26-27 biennium, totaling over \$310 million.



Two Clean Water Fund items are of particular significance to SWCDs and our local implementation efforts. One is Watershed Based Implementation Funding (WBIF), and another is Enhancing Soil Health Practice Adoption.

MASWCD Position. A minimum of \$90 million is needed for Watershed Based Implementation Funding, and \$12 million for Enhancing Soil Health Practice Adoption.

WBIF. SWCDs and other local partners invested time and energy in developing science-based plans for addressing resource concerns on the watershed scale. Once those thoroughly vetted plans are approved by the state, implementation dollars are needed to get voluntary conservation projects on the ground that make progress toward our water quality goals. As additional plans are approved, additional Clean Water Funds are needed to cooperate with private landowners on projects.

- **What's at risk. A funding level less than \$90 million will result in current SWCD implementation efforts with private landowners to be scaled back and/or will result in recently approved plans not receiving implementation funding.**

Soil Health. Clean Water Funds have been a crucial source of supplemental funding for Soil Health efforts.

- **What's at risk.** Combined with state general fund dollars, these monies leverage federal Regional Conservation Partnership Program funds to help SWCDs accelerate technical expertise and financial assistance for agricultural producers with practices such as cover crops. These are especially important for drinking water and groundwater protection efforts. **A funding level less than \$12 million will significantly set back these collective SWCD implementation efforts right at a time they are ramping up and gaining momentum.**

CAPITAL INVESTMENT/BONDING

Minnesota has a tradition of selling bonds to pay for some of our long-term investments. Things like roads, bridges, state buildings, and permanent Reinvest in Minnesota (RIM) Reserve Easements all receive bonding as a source of funding. Discussions around bonding investments took place last legislative session, with particular focus on the preservation of existing state assets. However, a final bill was not adopted. It's expected that this session legislators will resume consideration of bonding proposals.

MASWCD Position. Bonding dollars are needed for the Reinvest in Minnesota (RIM) Reserve conservation easement program, administered at the state level by BWSR, and implemented at the local level by SWCDs. **A strong bonding appropriation for RIM Reserve should include up to 10% of the appropriation being focused on preserving the state assets in existing RIM easements.**

As part of a recently updated agreement, RIM continues to leverage federal Conservation Reserve Program (CRP) funding through the Conservation Reserve Enhancement Program (CREP). Additional acres, practice elements, and eligible SWCDs are part of the updated agreement.



- **What's at risk.** Interested landowners are waiting to work with SWCDs in this voluntary easement program that has numerous benefits for water quality, soil health, habitat, and climate resilience. Federal leveraging dollars are at risk of going untapped.

Minnesota Association of Soil and Water Conservation Districts

[maswcd.org](https://www.maswcd.org)

Sheila Vanney

Assistant Director

Minnesota Association of Soil and Water Conservation Districts

cell: 651-485-1229

sheila.vanney@maswcd.org, www.maswcd.org

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

5 attachments



image003.jpg
11K



image004.jpg
87K



image006.jpg
118K



image008.jpg
19K

ATT00001.txt
1K