

**Wabasha Soil and Water Conservation
District Regular Board Meeting
January 22, 2025
8:15 am
611 Broadway Ave. Suite 10B**

I. CALL MEETING TO ORDER

II. PLEDGE ALLEGIANCE

III. AGENDA

IV. PUBLIC COMMENTS

Comments limited to 5 minutes per speaker

Mark Miller, DNR

* Doughnut and Door Prize Resolution for 2026 Wabasha County Forestry Day— **Board Action**

V. CONSENT AGENDA -Board Action

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

- A. 2026 Data Practice Policy for Data Subjects
- B. 2026 Data Practice Policy for Members of the Public
- C. 2026 Request for release of data to government agency
- D. 2026 Request for release of data
- E. 2026 Wabasha County Soil and Water Conservation District Data Practices Policy Fee Schedule

i. Contracts

A.

ii. Contract Amendment

- A. Gary & Mary Lou Hager Amendment# 1 to Contract# 25-CC-10 to change the Install Date to 4/30/2026 from 12/31/2025. Practice 314 Brush Management.

iii. Vouchers

- A. Voucher payment for Richard Heil for Contract# 25-CC-1 in the amount of \$298.70. Practice 314 Brush Management.
(Funding source – FY25 Conservation Contracts)

WAGZ – Continuous CRP Incentives:

- B. Jacob Suckow Contract# 2024-WAGZ-WC-CRP6, \$250.00 and Voucher payment for \$250.00.
(Funding source – FY24-FY25 WAGZ)
- C. Phyllis Sprick Contract# 2024-WAGZ-WC-CRP5, \$250.00 and Voucher payment for \$250.00.
(Funding source – FY24-FY25 WAGZ)

WINLAC – Continuous CRP Incentives:

- D. Gorman Creek LLC Contract# 2025WinLaC-Wab-CRP9, \$1,000.00 and Voucher payment for \$1,000.00.

- (Funding source – FY25 WinLaC)
- E. Gertrude B. Schurhammer Contract# 2025WinLaC-Wab-CRP4, \$1,000.00 and Voucher payment for \$1,000.00.
(Funding source – FY25 WinLaC)
- F. Alan Jostock Voucher payment for Contract# 2024WAGZ-WC-02 in the amount of \$1,237.50 for 27.5 acres Cover Crops.
(Funding source – FY24-FY25 WAGZ)
- G. Alan Jostock Voucher payment for Contract# 2024WAGZ-WC-03 in the amount of \$628.00 for 15.7 acres Cover Crops.
(Funding source – FY24 -FY25 WAGZ)
- H. Hunter Farms LLC Voucher payment for Contract# 2024WAGZ-WC-13 in the amount of \$500.00 for Woodland Stewardship Plan.
(Funding source – FY24 (WAGZ) Watershed Based Funding)

iv. Grants

- A. FY 2026 State of MN BWSR Buffer Implementation Program Grant Agreement. Grant ID P26-0146 2026-Buffer Law (Wabasha SWCD) for \$20,000.00. Expiration date: December 31, 2028.
- F. State or MN Joint Powers Agreement between State of Minnesota, acting through its Commissioner of Agriculture (State) and Wabasha Soil & Water Conservation District (Governmental Unit) for MAWQCP. Agreement effective date January 1, 2026, and expiration date December 31, 2027.
- G. Wabasha SWCD MAWQCP Building Lease Agreement for Greg Klinger from County of Olmsted to use portion of the building at 1188 50th St. SE Rochester, MN for office space for the MN Dept of Agriculture. Lease period is January 1, 2026, through December 31, 2026. Monthly payment \$129.28

VI. SECRETARY'S REPORT

- A. December 18, 2025, Meeting Minutes – **Board Action**

VII. TREASURER'S REPORT – Board Action

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

VIII. PAYMENT OF MONTHLY BILLS

- A. Monthly Bills in the amount of \$49,285.51- **Board Action**
- B. Note: Southeast Service Cooperative – Health Insurance January premium paid 1/2/2026 \$5,234.34 automatic withdrawal.
February 2026 premium, automatic withdrawal on February 1, 2026, \$5,234.34.

IX. DISTRICT REPORTS

- A. Chair Report – Lynn Zabel
- B. County Commissioner – Bob Walkes
- C. District Manager Report – Terri Peters
- D. NRCS Report – Christina Taylor –

- E. Natural Resources Technician Report– Katelyn Abts – (In the packet)
 - F. Soil Health/Nutrient Management Tech Report – Deanna Pomije (in the packet)
 - G. Conservation Planning & Outreach Technician – Ella Jurgeson (In the packet)

 - H. BWSR Report –
 - I. Other agencies –
- X. OLD BUSINESS**
- A. Conservation Project – Lynn (open to any Supervisor for ideas)
- XI. NEW BUSINESS**
- A. Election of SWCD Board Officers for 2026 – **Board Action**
 - i. Chairman -
 - ii. Vice Chairman -
 - iii. Secretary -
 - iv. Treasurer –

 - B. 2026 Committee Appointments – **Board Action**
 - i. Personnel Committee (Lynn, Chet)
 - ii. Finance Committee (Sharleen,
 - iii. Whitewater JPB (Lynn)
 - iv. Zumbro 1W1P (Dag)
 - v. WinLac 1W1P (Lynn)
 - vi. SE SWCD Technical Support JPB (Dag)
 - vii. County Board Meeting Representative (Sharleen)
This is a member of our board who will go to county meetings

 - C. 2026 Board Policy, Operating Rules, Guidelines and Bylaws – **Board Action/ Each Sign separate last page attached.**
 - D. ELink Grant Reporting Signature Authority Resolution 01222026-1 – **Board Action**
 - E. Designation of Official Newspaper Resolution 01222026-2 (The Lake City Graphic) – **Board Action**
 - F. Designation of Official Bank Depositories Resolution 01222026-3 – **Board Action**
 - G. Designation of Signatories for Bank Accounts Resolution 01222026-4 – **Board Action**
 - H. Per Diem rates \$125.00 and Mileage .725 for 2026 Resolution 01222026-5 – **Board Action**
 - I. Approve Annual Resolutions Authorizing Terri Peters Signature Authority for:
 - i. Resolution 01222026-6 Approve Grant agreements from BWSR as they come in. -**Board Action**
 - ii. Resolution 01222026-7 Approve Contracts and Amendments, including Cover Crops and Well Sealing Contracts and Extension Signature Authority - **Board Action**

 - iii. Resolution 01222026-8 Approve AgBMP Loan Applications up to \$200,000.00 -**Board Action**
 - iv. Resolution 01222026-9 Approve Designating Signature Authority to Terri Peters for RCPP batching before monthly board meeting. -**Board Action**

 - J. Resolution to Terminate the Whitewater Joint Powers Board and Terminate and Withdraw from the Whitewater Joint Powers Board Agreement – **Board Action**

- K. Wabasha SWCD Sponsorship for Cow Calf Days February 12, 2026, in Oronoco at Rossman Farm in the amount of \$100.00 payable to the University of Minnesota - **Board Action**
- L. Agreement between the Wabasha County Soil and Water Conservation District and the Olmsted County Soil and Water Conservation District for the Minnesota Agricultural Water Quality Certification Program (MAWQCP) through MDA. Term January 1, 2026, to December 31, 2027 – **Board Action**
- M. Employee Handbook with Updates -**Board Action**
- N. Approve Daniel H. Miller Contract# 2026WinLaC-Wab001 in the amount of \$350.00 for Woodland Stewardship Plan – **Board Action**
(Funding source – FY26 WinLaC)
- O. Approve Allen & Janet Rahman Contract# 2025WAGZ-WC-01 in the amount of \$500.00 for Woodland Stewardship Plan – **Board Action**
(Funding source – FY26 (WAGZ) Watershed Based Funding)
- P. January RCPP Batching – **Board Action**

- Q. Upcoming Events
 - i. Cow Calf Days – Thursday, February 12th
 - ii. Wabasha Forestry Day – Friday, February 13th
 - iii. February 16, Washington's Birthday – Offices Closed
 - iv. February 26th Regular Board Meeting

XII. Board Reports

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

XIII. Adjourn – Board Action

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 49th ANNUAL WABASHA COUNTY FORESTRY DAY WILL BE IN KELLOGG ON FEBRUARY 13, 2026

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 48 YEAR TRADITION BY PROVIDING REFRESHMENTS IN 2026

NOW, THEREFORE, BE IT RESOLVED THAT WABASHA SWCD WILL PROVIDE DOUGHNUTS, COFFEE, FRUIT, MILK, AND JUICE FOR THE 2026 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.

2026

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 Statues, 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 Statues, 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.

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 Cerwinski
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 Cerwinski
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 Cerwinski, 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 Cerwinski, 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 _____

2026

Wabasha County Soil and Water Conservation District Data Practices Policy

Fee Schedule

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| 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 Statues, section 13.03, subdivision 3 (c).

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

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Commercial Use-\$50.00

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Copy Costs – Data Subjects

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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.

Contract Amendment Form

| | | | |
|---------------|------------------|---------------------|--|
| Organization: | Contract Number: | Amendment Number: | Amendment Type |
| Wabasha SWCD | 25-CC-10 | 1 | <input checked="" type="checkbox"/> Date <input type="checkbox"/> Amount <input type="checkbox"/> Land Occupier <input type="checkbox"/> Practice <input type="checkbox"/> Other |
| | | Board Meeting Date: | |

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: _____

Original Contract Install Date: 12/31/25

Amended Contract Install Date (If applicable): 4/30/2026

Original Total Amount Authorized: \$300.00

Amended Total Amount Authorized: _____

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

The expiration date has been extended from 12/31/25 to 5/1/2026.

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 | Land Occupier |
| <u>12/31/25</u> | <u>Paula S. Peters</u> |
| 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 | Technical Assistance Provider |
| <u>12/31/25</u> | <u>Kathleen Doty</u> |

Organizational Approval

| | |
|-------------------|---|
| Date | Authorized Signature |
| <u>12/31/2025</u> | <u>Serri L. Peters per board resolution</u> |

*Attach this form to the Conservation Practice Assistance Contract

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

| | | | | |
|---------------|------------------|--|------------------------------------|-----------------------------------|
| Organization: | Contract Number: | Other state or non-state funds? | Amendment <input type="checkbox"/> | Canceled <input type="checkbox"/> |
| Wabasha SWCD | 25-CC-10 | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | Board Meeting Date(s): | Board Meeting Date(s): |

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

Applicant

| | | | |
|-------------------------|---------------|--------------|----------|
| Land Occupier Name | Address | City/State | Zip code |
| Gareth & Mary Lou Hager | 1091 East Ave | Zumbrota, MN | 55992 |

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

Conservation Practice Location

| | | | | |
|----------------|---------------|------------|--------------|---------|
| Township Name: | Township No.: | Range No.: | Section No.: | 1/4,1/4 |
| Watopa Twp | 109 | 10 | 7 | NW, SW |

Contract Information

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

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

Brush Management - 314

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 12/31/25, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier's signature indicates agreement to:

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

| | |
|-----------------|--|
| Date 7/23/25 | Land Occupier <i>Jared E Hager</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

Brush Management (314)

| Eligible Component Standard & Name | Engineered Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO | Total Project Cost Estimate |
|------------------------------------|--|-----------------------------|
| Brush Management (314) | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | \$300.00 |

Technical Assessment and Cost Estimate

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

| | |
|----------------|--|
| Date 8/6/25 | Technical Assistance Provider <i>Kathy Alet</i> |
|----------------|--|

Amount Authorized for Financial Assistance

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

| Amount | Program Name | Fiscal Year |
|----------|-----------------------|-------------|
| \$300.00 | Conservation Contract | 2025 |
| | | |
| | | |

| | | |
|-----------------|---|--|
| Date 8-28-25 | Authorized Signature <i>Lynn Zabel</i> | Total Amount Authorized \$300.00 |
|-----------------|---|--|

FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

| | | | |
|-------------------|----------------------------|--------------------------|-----------------|
| Name: | Richard Heil | | |
| Address: | 60502 273rd Ave | | |
| City, State, Zip: | Millville, MN 55957 | | |
| Contract No.: | 25-CC-1 | Total Amount Authorized: | \$298.70 |

PAYMENT REQUEST: \$298.70

I certify that this is an accurate and true summation of the above project, which was completed on:

12/30/2025

Payee Signature

Date

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final): **Final**

B. Payment amount requested: \$298.70

C. Total Amount Authorized: \$298,700

D. Total previous partial payments:

E. Amount available (C - D) **\$298,700**

Amount Approved for This Voucher: **\$298.70**

(cannot exceed Total Amount Authorized)

Technical Certification

I certify that an inspection has been performed 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.

Katelyn Albrecht
Technical Assistance Provider

Technical Assistance Provider

12-31-25

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.

Susan Crouse
Administrative Sign-off

Administrative Sign-off

1/6/2026

Date

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

| | | | |
|---------------|------------------|--|------------------------------------|
| Organization: | Contract Number: | Other state or non-state funds? | Amendment <input type="checkbox"/> |
| Wabasha SWCD | 25-CC-1 | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | 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 | Address | City/State | Zip code |
| Richard Heil | 60502 273rd Ave | Millville, MN | 55957 |

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

Conservation Practice Location

| | | | | |
|----------------|--------------|------------|-------------|----------|
| Township Name: | Township No: | Range No.: | Section No. | 1/4, 1/4 |
| Oakwood | 109 | 12 | 11 | NE, SW |

Contract Information

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

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

Brush Management 314

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 12/31/25, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier's signature indicates agreement to:

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

| | |
|---------|--|
| Date | Land Occupier |
| 2/14/25 | Richard W. Heil |
| Date | Landowner, if different from applicant |
| | |
| | Address, if different from applicant information |
| | |

Conservation Practice

The primary practice for which cost-share is requested is

Brush Management 314

| Eligible Component Standard & Name | Engineered Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO | Total Project Cost Estimate |
|------------------------------------|--|-----------------------------|
| Brush Management 314 | Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | \$298.70 |

Technical Assessment and Cost Estimate

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

| | |
|---------|-------------------------------|
| Date | Technical Assistance Provider |
| 2/18/25 | Kathy Axt |

Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: 786.05/Acre

| Amount | Program Name | Fiscal Year |
|----------|-----------------------|-------------|
| \$298.70 | Conservation Contract | 2025 |
| | | |
| | | |

| | | |
|--------------|----------------------|-------------------------|
| Date | Authorized Signature | Total Amount Authorized |
| Feb 27, 2025 | Lynn Zabel | \$298.70 |

7/11/2024



12/31/2025



INCENTIVE CONSERVATION ACTIVITY REIMBURSEMENT CONTRACT

General Information

| | | | |
|------------------------------|--------------------------------------|--|--|
| Organization Wabasha SWCD | Contract Number 2024-WAGZ-WC-CRP6 | Amendment <input type="checkbox"/> Date(s): | Canceled <input type="checkbox"/> Date: |
|------------------------------|--------------------------------------|--|--|

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

Applicant

| | | | |
|------------------------------------|----------------------------|----------------------------|-------------------|
| Land Occupier Name Jacob Suckow | Address 72341 327th 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.

Contract Information

I (we), the undersigned, do hereby request financial reimbursement to assist with the implementation of the following conservation activity(s) listed in section 1. It is understood that:

1. By entering into this contract, both parties, acknowledge and agree to the rules, regulations, land description, scope and duration, set forth under (a) _____ (*Supporting Contract Number*) (*copy attached as Exhibit A*) which is, in effect, the terms of this contract, OR, (b) the conservation activity(s) described below:

Description of the purpose, location, duration and outcomes that will be achieved as a result of this contract:

Contract Number: 11384

Sign-up Type: SAFE – MN Back Forty Pheasant

T111, R13, Sec 11, Tract 3984, Field 2, 13, 22, Acres 12.15

Contract Period: 10-01-2025 to 09-30-2035

2. This contract will expire _____, according to exhibit A or the described conservation activity(s).
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. A change in ownership shall not change the terms of this contract.
5. The contract, and terms of the contract, shall be in effect for the period of the contract.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation activity(s) will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the activity(s).
3. Be responsible for the operation and maintenance prepared for applicable practice(s) by a technical assistance provider or the operation and maintenance that was prepared under the requirements of a supporting contract (exhibit A) for the conservation activities applied under this contract.
4. To provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this activity(s).

September 1, 2023

| | |
|------|---|
| Date | Land Occupier <i>Jacob William Suckow</i> |
| Date | Landowner, if different from applicant Address, if different from applicant information: |

The organization has authorized the following for financial assistance: total not to exceed a rate of \$250/ OR total not to exceed _____ percent of the total cost to complete the conservation activity.

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

| | | |
|----------------------------------|--|------------------------------------|
| Approval Date <i>12/19/28</i> | Authorized Signature <i>Jen Peter</i> | Total Amount Approved \$ 250.00 |
|----------------------------------|--|------------------------------------|

VOUCHER

| Activity | Quantity | Unit | Unit Rate | Total |
|----------------------------------|----------|------|-----------|----------|
| CCRP_CN11384_T3984_SAFE_CP38E-25 | 1 | 1 | \$250.00 | \$250.00 |
| | | | | \$0.00 |

I certify that this is an accurate and true summation of the above activity(s), which was completed on: 10/01/25

Jacob William Suckow

Payee Signature

Date

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

| | | |
|-------------------------|---|--|
| Date <i>12/19/28</i> | Administrative Sign-off <i>Jen Peter</i> | Total Amount Approved for payment (not to exceed amount approved) \$ 250.00 |
|-------------------------|---|--|

12/18/28 Susan Crumpler



Completed Document Audit Report

Completed with SignWell.com

Title: CCRP_Incentive Contract and Voucher_Suckow

Document ID: 13a7eb9a-218e-47c1-a1c0-e6da1c477821

Time Zone: (GMT+00:00) Coordinated Universal Time

Files

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|---|---------------------------|
| CCRP_Incentive Contract and Voucher_Suckow.docx - 2 pages | Dec 17, 2025 14:22:35 UTC |
|---|---------------------------|

Activity

| | | |
|---|--|------------------------------|
|  Katelyn Abts | created the document (katelynabtsamco@gmail.com) | Dec 17, 2025 14:23:29 UTC |
|  Katelyn Abts | sent the document to jacob.suckow@gmail.com | Dec 17, 2025 14:38:04 UTC |
|  [Email ID] | jacob.suckow@gmail.com - first viewed document (jacob.suckow@gmail.com) | Dec 19, 2025 02:19:03 UTC |
|  [Email ID] | jacob.suckow@gmail.com - signed the document (jacob.suckow@gmail.com) | Dec 19, 2025 02:19:52 UTC |

INCENTIVE CONSERVATION ACTIVITY REIMBURSEMENT CONTRACT

General Information

| | | | |
|------------------------------|--------------------------------------|------------------------------------|-----------------------------------|
| Organization Wabasha SWCD | Contract Number 2024-WAGZ-WC-CRP5 | Amendment <input type="checkbox"/> | Canceled <input type="checkbox"/> |
| | | Date(s): | Date: |

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

Applicant

| | | | |
|--------------------------------------|----------------------------|--------------------------------|-------------------|
| Land Occupier Name Phyllis Sprick | Address 59565 390th Ave | 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.

Contract Information

I (we), the undersigned, do hereby request financial reimbursement to assist with the implementation of the following conservation activity(s) listed in section 1. It is understood that:

1. By entering into this contract, both parties, acknowledge and agree to the rules, regulations, land description, scope and duration, set forth under (a) _____ (*Supporting Contract Number*) (*copy attached as Exhibit A*) which is, in effect, the terms of this contract, OR, (b) the conservation activity(s) described below:

Description of the purpose, location, duration and outcomes that will be achieved as a result of this contract:

Contract Number: 11388

Sign-up Type: SAFE – MN Back Forty Pheasant Habitat

T109, R14, Sec 13 & 14, Tract 671, Field 2, 3, 12, Acres 16.86

Contract Period: 10-01-2025 to 09-30-2035

2. This contract will expire _____, according to exhibit A or the described conservation activity(s).
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. A change in ownership shall not change the terms of this contract.
5. The contract, and terms of the contract, shall be in effect for the period of the contract.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation activity(s) will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the activity(s).
3. Be responsible for the operation and maintenance prepared for applicable practice(s) by a technical assistance provider or the operation and maintenance that was prepared under the requirements of a supporting contract (exhibit A) for the conservation activities applied under this contract.
4. To provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this activity(s).

September 1, 2023

| | |
|------|---|
| Date | Land Occupier <i>Daniel Sprick</i> |
| Date | Landowner, if different from applicant |
| | Address, if different from applicant information: |

The organization has authorized the following for financial assistance: total not to exceed a rate of \$250/, OR total not to exceed _____ percent of the total cost to complete the conservation activity.

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

| | | |
|----------------------------------|---|------------------------------------|
| Approval Date <i>12/09/25</i> | Authorized Signature <i>Levi Hefner per board resolution</i> | Total Amount Approved \$ 250.00 |
|----------------------------------|---|------------------------------------|

VOUCHER

| Activity | Quantity | Unit | Unit Rate | Total |
|---------------------------------|----------|------|-----------|----------|
| CCRP_CN11388_T671_SAFE_CP38E-25 | 1 | 1 | \$250.00 | \$250.00 |
| | | | | \$0.00 |

I certify that this is an accurate and true summation of the above activity(s), which was completed on: 10/01/25

Daniel Sprick

Payee Signature

Date

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

| | | |
|-------------------------|---|--|
| Date <i>12/08/25</i> | Administrative Sign-off <i>Levi Hefner</i> | Total Amount Approved for payment (not to exceed amount approved) \$ 250.00 |
|-------------------------|---|--|

12/08/25 Susan Gerwande



Completed Document Audit Report

Completed with SignWell.com

Title: CCRP_Incentive Contract and Voucher_Sprick

Document ID: 06d1c69f-a69b-4961-95d2-2cf6dd44d063

Time Zone: (GMT+00:00) Coordinated Universal Time

Files

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|--|---------------------------|
| CCRP_Incentive Contract and Voucher_Sprick.pdf - 2 pages | Dec 16, 2025 22:45:22 UTC |
|--|---------------------------|

Activity

| | | |
|---|---|------------------------------|
|  Katelyn Abts | created the document (katelynabtsamco@gmail.com) | Dec 16, 2025 22:45:49 UTC |
| IP: 2600:129e:2f23:64:bc47:de05:ea1a:9224 | | |
|  Katelyn Abts | sent the document to danielksprick@gmail.com | Dec 16, 2025 22:57:58 UTC |
| IP: 2600:129e:2f23:64:78fb:fba0:c226:71c5 | | |
|  [Email ID] | danielksprick@gmail.com - first viewed document (danielksprick@gmail.com) | Dec 17, 2025 14:22:06 UTC |
| IP: 75.73.28.243 | | |
|  [Email ID] | danielksprick@gmail.com - signed the document (danielksprick@gmail.com) | Dec 17, 2025 14:34:14 UTC |
| IP: 75.73.28.243 | | |

INCENTIVE CONSERVATION ACTIVITY REIMBURSEMENT CONTRACT

General Information

| | | | |
|------------------------------|--|--|--|
| Organization Wabasha SWCD | Contract Number 2025WinLaC-Wab-CRP9 | Amendment <input type="checkbox"/> Date(s): | Canceled <input type="checkbox"/> Date: |
|------------------------------|--|--|--|

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

Applicant

| | | | |
|--|-------------------------------|------------------------------|-------------------|
| Land Occupier Name Gorman Creek LLC | Address 1846 Fairmount Ave | City/State Saint Paul, MN | Zip code 55105 |
|--|-------------------------------|------------------------------|-------------------|

* 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.

Contract Information

I (we), the undersigned, do hereby request financial reimbursement to assist with the implementation of the following conservation activity(s) listed in section 1. It is understood that:

1. By entering into this contract, both parties, acknowledge and agree to the rules, regulations, land description, scope and duration, set forth under (a) _____ (*Supporting Contract Number*) (*copy attached as Exhibit A*) which is, in effect, the terms of this contract, OR, (b) the conservation activity(s) described below:

Description of the purpose, location, duration and outcomes that will be achieved as a result of this contract:

Contract Number: 11374

Sign-up Type: Continuous

T109, R11, Sec 1, Tract 1995, Field 8, Acres 1.5

Contract: 10-01-2025 to 09-30-2040

2. This contract will expire 12/31/25, according to exhibit A or the described conservation activity(s).
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. A change in ownership shall not change the terms of this contract.
5. The contract, and terms of the contract, shall be in effect for the period of the contract.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation activity(s) will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the activity(s).
3. Be responsible for the operation and maintenance prepared for applicable practice(s) by a technical assistance provider or the operation and maintenance that was prepared under the requirements of a supporting contract (exhibit A) for the conservation activities applied under this contract.
4. To provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this activity(s).

| | |
|------------------|---|
| Date 12-22-25 | Land Occupier Gorman Creek LLC by Mike Greenbeck |
| Date | Landowner, if different from applicant |
| | Address, if different from applicant information |

The organization has authorized the following for financial assistance: total not to exceed a rate of \$1,000.00, OR total not to exceed _____ percent of the total cost to complete the conservation activity.

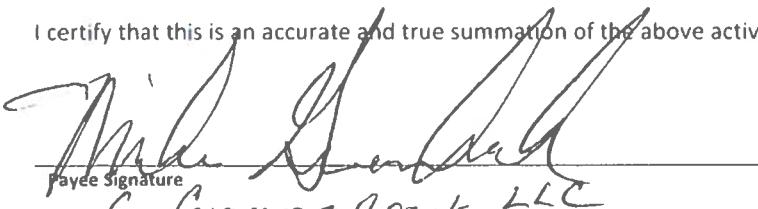
I certify that I have reviewed this contract and all supporting information and that to the best of my knowledge and belief, the information is accurate and in accordance with terms of the contract identified.

| | | |
|---------------------------|---|--------------------------------------|
| Approval Date 12/31/25 | Authorized Signature Jen Peters per board resolution | Total Amount Approved \$ 1,000.00 |
|---------------------------|---|--------------------------------------|

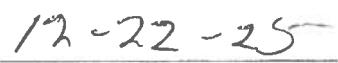
VOUCHER

| Activity | Quantity | Unit | Unit Rate | Total |
|------------------------------|----------|------|------------|------------|
| CCRP_CN11374_T1995_CCRO_CP22 | 1 | 1 | \$1,000.00 | \$1,000.00 |
| | | | | \$0.00 |

I certify that this is an accurate and true summation of the above activity(s), which was completed on: 9-30-2040



Payee Signature
for Gorman Creek LLC



Date
12-22-25

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

| | | |
|------------------|--|--|
| Date 12/31/25 | Administrative Sign-off Jen Peters per board resolution | Total Amount Approved for payment (not to exceed amount approved) \$ 1,000.00 |
|------------------|--|--|



12/18/25 Susan Cruse

INCENTIVE CONSERVATION ACTIVITY REIMBURSEMENT CONTRACT

General Information

| | | | |
|------------------------------|--|------------------------------------|-----------------------------------|
| Organization Wabasha SWCD | Contract Number 2025WinLac-Wab-CRP4 | Amendment <input type="checkbox"/> | Canceled <input type="checkbox"/> |
| | | Date(s): | Date: |

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

Applicant

| | | | |
|--|-----------------------------|--------------------------|-------------------|
| Land Occupier Name Gertrude Schurhammer | Address 14808 S Co Rd 24 | 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.

Contract Information

I (we), the undersigned, do hereby request financial reimbursement to assist with the implementation of the following conservation activity(s) listed in section 1. It is understood that:

1. By entering into this contract, both parties, acknowledge and agree to the rules, regulations, land description, scope and duration, set forth under (a) _____ (*Supporting Contract Number*) (*copy attached as Exhibit A*) which is, in effect, the terms of this contract, OR, (b) the conservation activity(s) described below:

Description of the purpose, location, duration and outcomes that will be achieved as a result of this contract:

Contract Number: 11369

Sign-up Type: SAFE – MN Back Forty Pheasant Habitat SAFE

T110, R10, Sec 13, Tract 4985, Field 3, 4, Acres 45.31

Contract Period: 10-01-2025 to 09-30-2035

2. This contract will expire 12/31/25, according to exhibit A or the described conservation activity(s).
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. A change in ownership shall not change the terms of this contract.
5. The contract, and terms of the contract, shall be in effect for the period of the contract.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation activity(s) will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the activity(s).
3. Be responsible for the operation and maintenance prepared for applicable practice(s) by a technical assistance provider or the operation and maintenance that was prepared under the requirements of a supporting contract (exhibit A) for the conservation activities applied under this contract.
4. To provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this activity(s).

September 1, 2023

| | |
|--|---|
| Date 12/17/2025 | Land Occupier <i>Steve Schurhammer</i> |
| Date | Landowner, if different from applicant |
| Address, if different from applicant information | |

The organization has authorized the following for financial assistance: total not to exceed a rate of \$ 1,000.00, OR total not to exceed percent of the total cost to complete the conservation activity.

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

| | | |
|------------------------------------|---|--|
| Approval Date <u>12-18-2025</u> | Authorized Signature  | Total Amount Approved \$ <u>\$1,000.00</u> |
|------------------------------------|---|--|

VOUCHER

| Activity | Quantity | Unit | Unit Rate | Total |
|---|----------|----------|-------------------|-------------------|
| <u>CCRP_CN11369_T4985_SAFE_CP38E-25</u> | <u>1</u> | <u>1</u> | <u>\$1,000.00</u> | <u>\$1,000.00</u> |
| | | | | <u>\$0.00</u> |

I certify that this is an accurate and true summation of the above activity(s), which was completed on: 10/31/25

Steve Schurhammer

Payee Signature

12/17/2025

Date

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

| | | |
|-------------------------|--|--|
| Date <u>12/18/25</u> | Administrative Sign-off  | Total Amount Approved for payment (not to exceed amount approved) \$ <u>\$1,000.00</u> |
|-------------------------|--|--|



Completed Document Audit Report
Completed with SignWell.com

Title: CCRP_Incentive Contract and Voucher_Steve Schurhammer

Document ID: a66888ca-9920-441d-ac33-86bb10573fda

Time Zone: (GMT+00:00) Coordinated Universal Time

Files

CCRP_Incentive Contract and Voucher_Steve Schurham.pdf - 4 pages Dec 16, 2025 22:38:37 UTC

Activity

| | | |
|--|---|---------------------------|
|  Ella Jurgerson | created the document (jurgerson.ella@gmail.com) | Dec 16, 2025 22:30:56 UTC |
| IP: 2600:129e:2f23:64:f8d6:74c0:9a9d:d53d | | |
|  Ella Jurgerson | sent the document to schurhammer2@gmail.com | Dec 16, 2025 22:41:37 UTC |
| | | |
|  Steve Schurhammer | first viewed document (schurhammer2@gmail.com) | Dec 17, 2025 09:36:50 UTC |
| IP: 2605:4a80:2101:7480:e932 | | |
|  Steve Schurhammer | signed the document (schurhammer2@gmail.com) | Dec 17, 2025 09:39:34 UTC |
| IP: 2605:4a80:2101:7480:e932 | | |

FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: **Alan Jostock**
Address: **326 Hill St E**
City, State, Zip: **Hammond, MN 55991**
Contract No.: **2024WAGZ-WC-02** Total Amount Authorized: **\$6,170.00**
(from contract)

PAYMENT REQUEST:

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

Alv. Justus

Payee Signature

01/13/2026

Date

PAYMENT AND CERTIFICATION INFORMATION

- | | |
|--|------------|
| A. Type of request (partial or final): | Partial |
| B. Payment amount requested: | \$1,237.50 |
| C. Total Amount Authorized: | \$6,170.00 |
| D. Total previous partial payments: | \$2,139.50 |
| E. Amount available (C - D) | \$4,030.50 |

Amount Approved for This Voucher:

(cannot exceed Total Amount Authorized)

\$1,237.50

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.

ELLA JURGERSON
(Affiliate) Digitally signed by ELLA
JURGERSON (Affiliate)
Date: 2026.01.14 08:10:09 -06'00'

Technical Assistance Provider

1-14-2026

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

11/14/2026

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

| | | | |
|---------------|------------------|--|---|
| Organization: | Contract Number: | Other state or non-state funds? | Amendment <input type="checkbox"/> |
| Wabasha SWCD | 2024WAGZ-WC-02 | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | 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 | Address | City/State | Zip code |
| Alan Jostock | 326 Hill St E | Hammond, MN | 55991 |

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

Conservation Practice Location

| | | | | |
|----------------|---------------|------------|--------------|----------|
| Township Name: | Township No.: | Range No.: | Section No.: | 1/4, 1/4 |
| Hyde Park | 109 | 13 | 14 | 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 1 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

340 Cover Crops, 329 No Till

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 11/1/24, 11/1/25, 11/1/26, 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 6-17-24 | Land Occupier <i>Alan Jentzsch</i> |
| Date 6-17-24 | Landowner, if different from applicant <i>Merle Schelcher</i> |
| Address, if different from applicant information: 33958 590 St, Zumbro Falls, MN 55991 | |

Conservation Practice

The primary practice for which cost-share is requested is

340 Cover Crops, 329 No Till

| Eligible Component Standard & Name | Engineered Practice <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | Total Project Cost Estimate |
|------------------------------------|--|-----------------------------|
| 340 Cover Crops, 329 No Till | Ecological Practice <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | \$6,170.00 |

Technical Assessment and Cost Estimate

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

| | |
|-------------------|---|
| Date 6/24/2024 | Technical Assistance Provider <i>Jerry R</i> |
|-------------------|---|

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 and \$5/ac

| Amount | Program Name | Fiscal Year |
|------------|---|-------------|
| \$6,170.00 | Watershed Alliance for the Greater Zumbro | 2024 |
| | | |
| | | |

| Date 6-27-2024 | Authorized Signature <i>Lynn Zabel</i> | Total Amount Authorized \$6,170.00 |
|-------------------|---|---------------------------------------|
|-------------------|---|---------------------------------------|

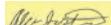
Cover Crop Certification Worksheet

| | | | |
|--|---|------------------|---------------------------|
| Name: <u>Alan Jostock</u> | Program: <u>2024WAGZ-WC-03 & WC-02</u> | | |
| Address: <u>326 Hill St E Hammond MN 55991</u> | Contract #: <u>2024WAGZ-WC-03 & WC-02</u> | | |
| Site location: <u>see notes</u> | Contract Item #: | | |
| Section: <u>14 & 27</u> | Township: <u>109</u> | Range: <u>13</u> | Acres Planted: <u>7.9</u> |

Instructions: Document producer's actual cover crop planting information below. Attach or include photos of the cover crop to this Job Sheet.

| Species | Total Pounds Planted | % Germ | % Purity | Total PLS # Planted | PLS lb/ac | % of full Rate | Seeds/sqft | Practice Check Out Conditions |
|--|----------------------|--------|----------|---------------------|-----------|----------------|------------|---|
| Rye, Winter Cereal | 1360 | 53.0% | 98.8% | 712,1504 | 90.1456 | 164% | 37.58 | Site Preparation: no till Fertility Used: NA |
| - | - | - | - | - | - | - | - | Date Planted: <u>9/29/2025</u> |
| - | - | - | - | - | - | - | - | Planting Depth: <u>1</u> inches |
| - | - | - | - | - | - | - | - | Planting Method: <u>Incorporated</u> |
| - | - | - | - | - | - | - | - | Weed Control (chemical/mechanical): Chemical |
| - | - | - | - | - | - | - | - | Termination Method: Herbicide |
| - | - | - | - | - | - | - | - | Cover Crop Height at Termination: NA inches |
| Totals: <u>90.1456</u> <u>164%</u> <u>37.58</u> | | | | | | | | |
| Irrigated: <u>No</u> | | | | | | | | |

Notes and Comments:
bin run w. rye seed
Planted T381 flds. 9, 29



01/13/2026

Producer Signature

Date

ELLA JURGERSON Digitally signed by ELLA JURGERSON (Affiliate)
(Affiliate) Date: 2026.01.14 08:09:42 -06'00'

1-14-2026

Conservationist Signature

Date

2

JAA

FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: **Alan Jostock**
Address: **326 Hill St E**
City, State, Zip: **Hammond, MN 55991**
Contract No.: **2024WAGZ-WC-03** Total Amount Authorized: **\$2,720.00**
(from contract)

PAYMENT REQUEST: \$628.00

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

Alv Justen

01/13/2026

Payee Signature

PAYMENT AND CERTIFICATION INFORMATION

- | | |
|--|------------|
| A. Type of request (partial or final): | Partial |
| B. Payment amount requested: | \$628.00 |
| C. Total Amount Authorized: | \$2,720.00 |
| D. Total previous partial payments: | \$1,004.00 |
| E. Amount available (C - D) | \$1,716.00 |

Amount Approved for This Voucher: **\$628.00**
(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.

ELLA JURGERSON
(Affiliate)

Technical Assistance Provider

1-14-2026

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.

Lucy Smith

Administrative Sign-off

1/14/2026

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

| | | | |
|---------------|------------------|--|---|
| Organization: | Contract Number: | Other state or non-state funds? | Amendment <input type="checkbox"/> |
| Wabasha SWCD | 2024WAGZ-WC-03 | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | 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 | Address | City/State | Zip code |
| Alan Jostock | 326 Hill St E | Hammond, MN | 55991 |

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

Conservation Practice Location

| | | | | |
|----------------|---------------|------------|--------------|----------|
| Township Name: | Township No.: | Range No.: | Section No.: | 1/4, 1/4 |
| Zumbro | 109 | 13 | 27 | 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 Crops, 329 No Till
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 11/1/24, 11/1/25, 11/1/26, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier's signature indicates agreement to:

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

| | |
|---|--|
| Date | Land Occupier |
| 6-17-24 | Alan Jostock |
| Date | Landowner, if different from applicant |
| 6-17-24 | Edwin Jostock |
| Address, if different from applicant information: | |
| 34051 514 th St Rochester Minn 55906 | |

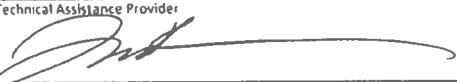
Conservation Practice

The primary practice for which cost-share is requested is 340 Cover Crops, 329 No Till

| Eligible Component Standard & Name | Engineered Practice <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | Total Project Cost Estimate |
|------------------------------------|--|-----------------------------|
| 340 Cover Crops, 329 No Till | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | \$2,720.00 |

Technical Assessment and Cost Estimate

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

| | |
|-----------|---|
| Date | Technical Assistance Provider |
| 6/24/2024 |  |

Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: \$40/ac and \$5/ac

| Amount | Program Name | Fiscal Year |
|------------|---|-------------|
| \$2,720.00 | Watershed Alliance for the Greater Zumbro | 2024 |
| | | |
| | | |

| Date | Authorized Signature | Total Amount Authorized |
|-----------|---|-------------------------|
| 6-17-2024 |  | \$2,720.00 |

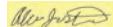
Cover Crop Certification Worksheet

| | | | |
|--|---|------------------|----------------------------|
| Name: Alan Jostock | Program: _____ | | |
| Address: 326 Hill St E Hammond MN 55991 | Contract #: 2024WAGZ-WC-03 & WC-02 | | |
| Site location: see notes | Contract Item #: _____ | | |
| Section: 14 & 27 | Township: 109 | Range: 13 | Acres Planted: 35.3 |

Instructions: Document producer's actual cover crop planting information below. Attach or include photos of the cover crop to this Job Sheet.

| Species | Total Pounds Planted | % Germ | % Purity | Total PLS # Planted | PLS lb/ac | % of full Rate | Seeds/sqft | Practice Check Out Conditions |
|---|----------------------|--------|----------|---------------------|-----------|----------------|------------|---|
| Rye, Winter Cereal | 2450 | 90.0% | 99.7% | 2197.283 | 62.246 | 113% | 25.95 | Site Preparation: no till |
| - | - | - | - | - | - | - | - | Fertility Used: NA |
| - | - | - | - | - | - | - | - | Date Planted: 10/30/2025 |
| - | - | - | - | - | - | - | - | Planting Depth: 1 inches |
| - | - | - | - | - | - | - | - | Planting Method: Incorporated |
| - | - | - | - | - | - | - | - | Weed Control (chemical/mechanical): Chemical |
| - | - | - | - | - | - | - | - | Termination Method: Herbicide |
| - | - | - | - | - | - | - | - | Cover Crop Height at Termination: NA inches |
| Totals: 62.246 113% 25.95 | | | | | | | | Irrigated: No |

Notes and Comments:
boughten Rymin w. rye seed
Planted T381 flds. 11, 12; T636 flds. 3,4,11,16,21


Producer Signature

01/13/2026
Date

ELLA JURGERSON Digital signature by ELLA JURGERSON (Affiliate)
(Affiliate) Date: 2024-01-14 08:08:16 -06'00'

1-14-2026
Date

2
JAA

Zabel Seeds

53295 282nd Ave
Plainview, MN 55964

Tel. 507-534-2498
Fax 507-534-2490

A family tradition that continues to grow.

St

Additional copies of Invoices, C
and Payments will be provi

o. s
SAT
No. 10
ALA
326
HAMI
Alan Jostock
326 East Hill St
Hammond, MN 55991

| CURRENT | 1-30 DAYS | 31-60 DAYS | 61-90 DAYS | OVER 90 DAYS |
|------------|---|------------|------------|--------------|
| 0.00 | 0.00 | 270.48 | 0.00 | 0.00 |
| Date | Transaction History | | | Amount |
| 08/31/2025 | Balance forward | | | 141.12 |
| 09/18/2025 | INV #78143. --- Rymin Rye - 50#, 12 @ \$12.00 = 144.00 --- Cash Discount (2%) \$-2.88 | | | |
| 09/18/2025 | PMT #7280. | | | -141.12 |
| 09/29/2025 | INV #78166. --- Rymin Rye - 50#, 14 @ \$12.00 = 168.00 --- Cash Discount (2%) \$-3.36 | | | 164.64 |
| 09/29/2025 | PMT #7285. | | | -164.64 |
| 10/30/2025 | INV #78234. --- Rymin Rye - 50#, 30 @ \$12.00 = 360.00 --- Cash Discount (2%) \$-7.20 | | | 352.80 |
| 12/15/2025 | CREDMEM #78266. --- Rymin Rye - 50#, 7 @ \$12.00 = -84.00 --- Cash Discount (2%) \$1.68 | | | -82.32 |

TAL
Bags: 56-7 returned= 49 bags * 50# = 2450# Rymin w.rye seed

Amount Due

\$270.48

ank You for Your Business!

Plainview (507) 534-2020
deneravco.com



Jan 9, 2026 12:38:52 PM
61960 Wabasha County Road 2
Millville
Wabasha County

Jostock's 2025 cover crops, Above – T381 fld. 12, w. cereal rye



T-636 fld. 11

Jan 9, 2026 12:07:58 PM
12945 11th Avenue Northeast

FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: **Hunter Farms LLC**
Address: **22257 685th St.**

Address: 25257 683th St City: State: Zip: Waabahe, MN 55281

City, State, Zip: **wabasha, MN 55981** Contract No: **2024WAG7-WG12** Total Amount Due: **\$560.00**

Contract No.: 2024WAGZ-WC-13 Total Amount Authorized: \$500.00
(from contract)

| Practice | Quantity | Unit | Unit Rate | Total |
|--------------------------|----------|------|-----------|----------|
| Forest Stand Improvement | 1 | 1 | \$500.00 | \$500.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PAYMENT REQUEST: \$500.00

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

Thomas S. Hart

30 Dec 25

Date

PAYMENT AND CERTIFICATION INFORMATION

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

Amount Approved for This Voucher: \$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.

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.

Technical Assistance Provider

Administrative Sign-off

Date

Date

Contract Amendment Form

| | | | |
|--------------|-----------------|------------------|--|
| Organization | Contract Number | Amendment Number | Amendment Type |
| Wabasha SWCD | 3024WAGZ-WC-13 | 2 | <input checked="" type="checkbox"/> Date <input type="checkbox"/> Amount <input type="checkbox"/> Land Occupier <input type="checkbox"/> Practice <input type="checkbox"/> Other |
| | | Amendment Date | |

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

State Grant Agreement Expiration Date: _____ Original Contract Install Date: 10/31/25

Amended Contract Install Date (if applicable): 5/31/2026

Original Total Amount Authorized: \$500.00 Amended Total Amount Authorized: _____

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

The contract expiration date has been changed from 10/31/25 to 5/31/2026.

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 effect on the date of the last signature hereto.

| | |
|-----------|---------------------------------------|
| Date | Signature |
| 29 Oct 25 | Thomas S. Hunter |
| Date | Signature, if different than approval |
| | |

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 | Technical Assistance Provider |
| 10/29/25 | Kathy A. Hart |
| Technical Assistance provider has signed contract and will verify practice certification | |

Organizational Approval

| | |
|------------------------------------|--------------|
| Date | Signature |
| 10/29/25 | Terri Deller |
| Terri Deller - per bank resolution | |

*Attach this form to the Conservation Practice Assistance Contract

Contract Amendment Form

| | | | |
|---------------|------------------|--------------------|--|
| Organization: | Contract Number: | Amendment Number: | Amended Type: |
| Wabasha SWCD | 2024WAGZ-WC-13 | 1 | <input checked="" type="checkbox"/> Date <input type="checkbox"/> Amount <input type="checkbox"/> Land Occupier <input type="checkbox"/> Practice <input type="checkbox"/> Other |
| | | Start/Ending Date: | |

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

State Grant Agreement Expiration Date: _____ Original Contract Install Date: 5/30/75

Amended Contract Install Date (if applicable): 10/31/2025

Original Total Amount Authorized: \$500.00 Amended Total Amount Authorized: _____

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

The contract expiration date has been changed from 5/30/25 to 10/31/2025.

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 effect on the date of the last signature herein.

| | |
|----------|-----------------------------------|
| Date: | Last Name: |
| 05/27/25 | Thomas S. Hart |
| Date: | Signature: I affirm this document |
| | |

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: | Technical Assistance Provider |
| 5/27/25 | Technical Assistance provider signed contract and will verify practice certification |
| Signature: | |
| Kathy Ely | |

Organizational Approval

| | |
|---------|--------------------------------|
| Date: | Last Name: |
| 5/29/25 | Tom Peters re board resolution |

*Attach this form to the Conservation Practice Assistance Contract.

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

| | | | |
|---------------|------------------|--|------------------------------------|
| Organization: | Contract Number: | Other state or non-state funds? | Amendment <input type="checkbox"/> |
| Wabasha SWCD | 2024WAGZ-WC-13 | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | 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 | Address | City/State | Zip code |
| Hunter Farms LLC | 23257 685th St | Wabasha, MN | 55981 |

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

Conservation Practice Location

| | | | | |
|----------------|---------------|------------|--------------|---------|
| Township Name: | Township No.: | Range No.: | Section No.: | 1/4,1/4 |
| Pepin | 111 | 11 | 33 | SE, E |

Contract Information

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

Plan must be prepared by a Department of Natural Resources (DNR) Certified Plan Writer and registered with the DNR
5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 5/30/25, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier's signature indicates agreement to:

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

| | |
|------|---|
| Date | Land Occupier <i>See attached page for signature</i> |
| Date | Landowner, if different from applicant |
| | Address, if different from applicant information: |

Conservation Practice

The primary practice for which cost-share is requested is

| Eligible Component Standard & Name | Engineered Practice: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | Total Project Cost Estimate |
|------------------------------------|--|-----------------------------|
| Woodland Stewardship Plan | Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | \$500.00 |

Technical Assessment and Cost Estimate

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

| | | |
|------|---|--|
| Date | Technical Assistance Provider Mark Miller | Digitally signed by Mark Miller Date: 2024.10.17 12:53:26 -05'00' |
|------|---|--|

Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: \$500/Plan

| Amount | Program Name | Fiscal Year |
|----------|--------------------------------|-------------|
| \$500.00 | WAGZ (watershed based funding) | 2024 |
| | | |
| | | |

| Date | Authorized Signature | Total Amount Authorized |
|---------------|----------------------|-------------------------|
| Oct. 24, 2024 | <i>Lynn Zahel</i> | \$500.00 |

| | | |
|-----------------|--|------------------------------------|
| 24 SEP 24 | and Operator Thomas S. Hunter | 23257 685 15 31 WAUSAU WI 54981 |
| 24 SEP 24 | Landowner, if different from applicant | |
| 24 SEP 24 | Address, if different from applicant information | |

Conservation Practice

The primary practice for which cost-share is requested is

Right Component Standard # Name

Woodland Stewardship Plan

Engineered Practice: YES NO

Total Project Cost Estimate

\$500.00

Ecological Practice: YES 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.

| | |
|-----|-------------------------------|
| Yes | Technical Assistance Provided |
|-----|-------------------------------|

Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: \$500/Plan

| Amount | Program Name | Fiscal Year |
|----------|--------------------------------|-------------|
| \$500.00 | WAGZ (watershed based funding) | 2024 |
| | | |
| | | |
| | | |

| Date | Authorized Signature | Amount Authorized |
|------|----------------------|-------------------|
| | | \$500.00 |

Woodland Stewardship Plan

Prepared for:

Tom Hunter
23257 658th St
Wabasha, MN 55981
651-328-1872

Property Location:

SENE, E1/2SE S33/T111N/R11W
W1/2SW, SWNW S34/T111N/R11W
Wabasha County
Parcel ID #'s: 130016000 & 130017100

240 Total Deed Acres
127* Stewardship Acres
230 Acres in a Conservation Easement
*Rounded to nearest whole number

November 13th, 2025



Prepared by:

Jen Wahls #3094
Landscape Connections LLC
PO Box 116
Kellogg, MN 55945
Phone: 218-310-9058
e-mail:jen.landscapeconnections@gmail.com

The forest stewardship goals for this property are:

- Restore prairie and oak openings
- Reduce invasives
- Utilize prescribed burning and managed grazing as a tool
- Manage for timber for future where applicable

Jen Wahls – Landscape Connections LLC
PO Box 116 Kellogg, MN 55945
Phone 218-310-9058
Email jen.landscapeconnections@gmail.com

BILL TO

Hunter Farm LLC
23257 685th St
Wabasha, MN 55981

| UNIT | DESCRIPTION | UNIT PRICE | TOTAL |
|-------|--|------------|---|
| 1 | Woodland Stewardship Plan – 127 plan acres | | \$1,620 |
| <hr/> | | | TOTAL \$1,620.00 |
| <hr/> | | | DUE BY DATE 30 days after receipt of invoice |

Thank you for your business!



**FY 2026 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
BUFFER IMPLEMENTATION PROGRAM
GRANT AGREEMENT**

| | |
|---------|------------|
| Vendor: | 0000205683 |
| PO#: | 3000019898 |

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

| Grant ID | Grant Title | Awarded Amt |
|----------|----------------------------------|-------------|
| P26-0146 | 2026 - Buffer Law (Wabasha SWCD) | \$20,000.00 |

Total Grant Awarded: \$20,000.00

Recitals

1. The Laws of Minnesota 2025, Regular Session, Chapter 36, Article 2, Section 6(e) appropriated funds to the Board for the FY 2026 and 2027 Buffer Implementation Program.
2. The Board adopted Board Order #25-46 to authorize and allocate funds for the FY 2026 Buffer Implementation Program.
3. The Grantee has submitted a Board approved work plan for this Program, referenced in 2.1.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.

Authorized Representative

The State's Authorized Representative is Adam Beilke, Land and Water Programs Supervisor, BWSR, 2118 Campus Drive SE, Suite 100, Rochester, MN 55904, (507) 766-9820, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

TITLE District Manager
ADDRESS 611 Broadway Ave Ste 10
CITY Wabasha
TELEPHONE NUMBER 651-560-2044

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

Grant Agreement

1. **Terms of the Grant Agreement.**
 - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
 - 1.2. **Expiration date:** December 31, 2028 or until all obligations have been satisfactorily fulfilled, whichever comes first.
 - 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 9. Liability; 10. State Audits; 11. Government Data Practices; 14. Governing Law, Jurisdiction, and Venue; 16. Data Disclosure; and 19. Intellectual Property Rights.
2. **Grantee's Duties.**
 The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their Board approved work plan. The work plan will be implemented according to the Program Requirements outlined in Exhibit A, which is attached and incorporated into this Grant Agreement.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.2. All individual grants over \$500,000 require a reporting expenditure by July 15 of each year.
 - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2029, or within 30 days of fully expending funds, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.4. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
- 2.3. **Match:** The Grantee will provide minimum match required by Exhibit A.
- 2.4. **Website:** The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

3. Time.

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

4. Terms of Payment.

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

5. Conditions of Payment.

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

6. Contracting and Bidding Requirements.

- 6.1. **Municipalities**, as defined in [Subd. 1](#) of Minnesota Statutes § 471.345, are required to comply with [Minnesota Statutes § 471.345, Uniform Municipal Contracting Law](#) and the following sub-clauses:
 - 6.1.1. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41](#) through [177.50](#), as applicable.
 - 6.1.2. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).
 - 6.1.3. 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.
- 6.2. **Non-governmental organizations**, those that do not meet the definition of municipality in 6.1, are required to comply with the contracting and bidding requirements in the following sub-clauses:
 - 6.2.1. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

- 6.2.2. 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 or awarded to a targeted vendor.
- 6.2.3. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- 6.2.4. The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - 6.2.4.1. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
 - 6.2.4.2. [Metropolitan Council Underutilized Business Program](#)
 - 6.2.4.3. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)
- 6.2.5. 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.
- 6.2.6. The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single source bid, if applicable.
- 6.2.7. Notwithstanding 6.2.1. – 6.2.4. above, the State may waive bidding process requirements when:
 - 6.2.7.1. Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or
 - 6.2.7.2. It is determined there is only one reasonably able and available source for such materials or services and that grantee has established a fair and reasonable price.
- 6.2.8. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.
- 6.2.9. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).

7. Assignment, Amendments, Work Plan Revisions, Waiver, and Contract 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 Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 7.2. **Amendments and Work Plan Revisions.** Any amendments to this Grant Agreement must be in writing and will not be effective until approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto. All work plan revisions must be documented. The Board reserves the right to require a work plan revision or grant agreement amendment for changes in the scope of the grant.
- 7.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.
- 7.4. **Contract Complete.** This Grant Contract Agreement contains all negotiations and agreements between the Board and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

8. Subcontracting and Subcontract Payment.

- 8.1. A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.
- 8.2. Activities identified in the sub-agreement must fit within the scope of the agreement between the Board and the recipient and include shared responsibilities for liability, fund distribution, implementation, and reporting.
- 8.3. The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minnesota Statutes § 16B.97, Subd.4 \(a\) \(1\)](#) and other relevant statutes and regulations; and that subaward performance goals are achieved.
- 8.4. During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.
- 8.5. No sub-agreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.
- 8.6. The Grantee must pay any subrecipient in accordance with [Minnesota Statutes § 16A.1245](#).

8.7. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

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's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

10. State Audits.

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

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

11. 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.

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 Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the Program, publications, or services provided resulting from this Grant Agreement.

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

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.

15. Termination.

15.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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

15.3. The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

15.4. The Board may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The Board 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 dedicated funds are available.

In the event of temporary lack of funding or appropriation, the Board may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The Board will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The Board will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The Board must provide the Grantee notice of the lack of funding within a reasonable time of the Board's receiving 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. Constitutional and Statutory Compliance.

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution and state statute regarding the use of Clean Water Funds to supplement traditional sources of funding. Grantee must meet Clean Water Fund expenditure and accountability requirements as defined in [Subd.4](#) of [Minnesota Statute § 114D.50](#).

18. Signage.

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

19. Intellectual Property Rights.

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

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

Approved:

Wabasha SWCD

Terri Peters

By:

DocuSigned by:
Terri Peters

821C273FB7D44A5...

(signature)

Board of Water and Soil Resources

Adam Beilke

By:

Signed by:
Adam Beilke

54B60BB4C36B49E...

(signature)

District Manager

Title: _____

1/6/2026

Date: _____

Land and Water Programs Supervisor

Title: _____

1/7/2026

Date: _____

Grant Program Requirements:**FY 2026 Buffer Implementation Grant Program****1. Match**

No match is required.

2. Grant Work Plan

A work plan shall be developed in eLINK and must be approved before execution of the grant agreement. The work plan shall reflect each eligible activity that will be implemented, a description of the anticipated activity outcomes or accomplishments, and grant funding amounts to accomplish each of the activities.

3. Eligible Activities

Eligible activities include assistance to support drainage system mapping and map review, landowner outreach, landowner technical and financial assistance, equipment purchases, and other buffer law implementation activities. Grantee will provide technical assistance, planning assistance and implementation assistance to landowners as well as track progress towards compliance in accordance with Minn. Stat. § 103F.48.

4. Native Vegetation

Projects that involve vegetation restoration or establishment must use native vegetation and seed and plant sources consistent with BWSR's Native Vegetation Establishment and Enhancement Guidelines, with the exceptions listed below. Use of plant species on the Minnesota [Noxious Weed List](#) is prohibited for all projects. Non-native species used for projects must not pose a risk to native plant communities. The maximum distance for sources of herbaceous species seed and plants is 200 miles; and for tree and shrubs seed and plants the distance is 300 miles.

Exceptions

- Non-native, non-invasive perennial crops, hay crops or forage crops may be used:
 - As part of a drinking water protection strategy in a vulnerable or highly vulnerable DWSMA as designated by the Department of Health or in a Township Well Testing high-priority area as determined by the Department of Agriculture;
 - In buffers, borders, grass waterways or other areas likely to be exposed to pesticides or part of agricultural production;
 - For soil stabilization, erosion prevention and carbon sequestration in an agricultural production setting;
 - On fields that will be hayed, grazed or harvested.
- For the exemptions above, if the project area is under 20 acres in size, the exception may be approved by local conservation staff. If the project area is 20 acres or larger, or for any exceptions not listed here, grantees must request approval from the BWSR Grant Manager.
- Cover crops used to improve soil health and/or water quality are allowed without a maximum acreage limit.
- Temporary cover is allowed without a maximum acreage limit when needed to stabilize project sites prior to the construction of structural conservation practices.
- Cultivars of native species may be used in urban stormwater plantings if they accomplish similar or greater ecological functions, help achieve aesthetic goals and do not pose an invasive or other environmental risk.

5. Allowable and Unallowable Costs

Allowable costs are costs solely incurred through project activities that are directly related to and necessary for

producing the project outcomes described in the work plan. Grantee is required to account for the staff time charged to BWSR grants in order to track the expenditure of grant funds and match to ensure the use of the funds is consistent with applicable State and BWSR requirements.

Unallowable costs include but are not limited to:

- Bad debts, monetary settlements and judgements, late payment fees, and investment management fees
- Donations, fundraising, sponsorships, and acknowledgements
- Entertainment, gifts, prizes, and decorations
- Alcohol
- Interest on loans not authorized under state statute
- Loans of BWSR grant funds
- Lobbying, lobbyists, and political contributions
- Merit awards and bonuses

6. Sub-agreements

Funds may be distributed to partner(s) through the use of sub-agreements. Activities identified in the sub-agreement must fit within the scope of the agreement between BWSR and the recipient and include requirements for fund distribution, implementation, and reporting.

7. Technical Quality Assurance

Practices and projects must meet the following requirements to ensure long-term public benefit:

- **Technical Assistance Provider.** The recipient must designate technical assistance provider(s) that have appropriate credentials for investigation, design, and construction.
- **Practice Standards.** Practices and projects must use appropriate standards for design, construction, effective life, operation, and maintenance.
- **Practice Certification.** Technical assistance provider(s) must certify that the practice or project was installed or constructed in accordance with the applicable plans and specifications, including approved modifications, prior to authorization for payment.
- **Operation and Maintenance.** Technical Assistance Provider(s) must prepare an operation and maintenance (O&M) plan specific to the site and practice(s) implemented.
- **Periodic Practice/Project Inspection.** Inspections shall confirm that the operation and maintenance plan is being followed and the project has not been altered or removed.

8. Project and Practice Assurances

A written agreement is required to ensure program requirements are met when installing projects and practices or providing financial assistance to a land occupier. Project and Practice Assurances must include technical and financial obligations and requirements for the installation, operation, and maintenance of the practice or project, including a plan for failures or noncompliance.

9. Providing Financial Assistance to Land Occupiers

All BWSR funds used by a recipient to provide financial assistance to a landowner or land occupier requires adequate project assurances.

Project Application and Agreements

Work completed prior to the signing of the agreement is not eligible.

Conservation Practice Contract Noncompliance

Failure to complete, maintain, or repair a conservation practice or unauthorized alteration is considered non-compliance with an executed conservation practice agreement. If the organization discovers noncompliance, they must take action to resolve and notify BWSR.

10. Grant Management and Reporting

Eligible activities include local grant administration, management, and reporting that are directly related to and necessary for implementing the project or activity associated with the grant. Grantee is required to report on the outcomes, activities, and accomplishments.



State of Minnesota Joint Powers Agreement

SWIFT Contract Number: 280268

PO Number: 3000056860

This Agreement is between the **State of Minnesota**, acting through its **Commissioner of Agriculture** ("State") and **Wabasha Soil & Water Conservation District** ("Governmental Unit").

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary.

The Minnesota Agricultural Water Quality Certification Program (MAWQCP) is offered statewide and the State is in need of a Regional Partner to accomplish this mission. The **Wabasha Soil & Water Conservation District** has demonstrated its capacity and capabilities to host and manage the MAWQCP for local delivery through partnering with Soil and Water Conservation Districts (SWCD) in the designated geographic region, to gain certification under the MAWQCP.

Agreement

1. Term of Agreement

- 1.1 Effective Date: **January 1, 2026**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: **December 31, 2027**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

The Governmental Unit will administer the MAWQCP project in accordance with the duties described and specified in **Exhibit A Plan of Work** and scheduled and delivered as specified in **Exhibit B Budget**, which are attached and incorporated into this agreement.

3. Payment

Governmental Unit will be paid by the State after the Governmental Unit's presentation of itemize invoices for services performed and the supporting documentation for the invoices and written acceptance of such services by the State's Authorized Representative or the State's Authorized Project Manager pursuant to paragraph 4. Invoices and supporting documentation shall be submitted timely and in accordance with **Exhibit B Budget** which is attached and incorporated into this agreement.

Invoices for payment will be sent by the due dates listed in **Exhibit B**.

Electronic format to: MDA.Accounts-Payable@state.mn.us

Reports and invoice supporting documentation should be submitted by the due dates listed in **Exhibit B**.

Electronic format to: MDA.PFMD.Contracts@state.mn.us

DS

negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices.

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

9. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination

10.1 **Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit 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 agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

Certificate Of Completion

Envelope Id: 6820279F-8D0E-4878-8BD4-6D90382B69CD
 Subject: Complete with DocuSign: Wabasha SWCD MAWQCP Pship Admin JPA CONTRACT
 Source Envelope:
 Document Pages: 14
 Certificate Pages: 3
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Michelle Lucas
 625 Robert Street North
 Saint Paul, MN 55155
 Michelle.Lucas@state.mn.us
 IP Address: 156.98.51.15

Record Tracking

Status: Original
 12/4/2025 1:04:22 PM
 Security Appliance Status: Connected
 Storage Appliance Status: Connected

Location: DocuSign

Signer Events

Michelle Lucas
 Michelle.Lucas@state.mn.us
 Buyer 1
 Security Level: Email, Account Authentication (None)

Signature

Completed

Using IP Address: 156.98.51.15

Timestamp

Sent: 12/4/2025 2:13:47 PM
 Viewed: 12/4/2025 2:13:55 PM
 Signed: 12/4/2025 2:14:13 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Steven Jacobson
 steven.c.jacobson@state.mn.us
 Operations Unit Supervisor
 Minnesota Department of Agriculture
 Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 156.98.51.15

Sent: 12/4/2025 2:14:15 PM
 Viewed: 12/5/2025 10:28:52 AM
 Signed: 12/5/2025 10:29:02 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Doug Spanier
 douglas.spanier@state.mn.us
 General Counsel
 CarahSoft OBO MN - Dept of Agriculture
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 156.98.51.15

Sent: 12/5/2025 10:29:05 AM
 Viewed: 12/8/2025 8:06:49 AM
 Signed: 12/8/2025 8:07:49 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Melissa Jackson
 melissa.jackson@state.mn.us
 Contracts & Procurement Coordinator
 Signing Group: SWIFT Contract Specialists
 Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 156.98.51.15

Sent: 12/8/2025 8:07:52 AM
 Viewed: 12/8/2025 10:23:46 AM
 Signed: 12/8/2025 10:24:12 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| Carbon Copy Events | Status | Timestamp |
|---|--|---|
| William Fitzgerald william.fitzgerald@state.mn.us Field operations and training coordinator Minnesota Department of Agriculture Security Level: Email, Account Authentication (None) | COPIED | Sent: 12/10/2025 3:50:06 PM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Witness Events | | |
| Notary Events | | |
| Envelope Summary Events | | |
| Envelope Sent Certified Delivered Signing Complete Completed | Status Hashed/Encrypted Security Checked Security Checked Security Checked | Timestamps 12/4/2025 2:13:47 PM 12/10/2025 3:38:13 PM 12/10/2025 3:50:03 PM 12/10/2025 3:50:06 PM |
| Payment Events | | |

Exhibit A

Wabasha Soil & Water Conservation District Minnesota Agricultural Water Quality Certification Program Plan of Work:

The purpose of this agreement is for **Wabasha Soil & Water Conservation District** to host and manage the Minnesota Agricultural Water Certification Program (MAWQCP) expanding the current base of eligible producers, increasing the number of certified producers, assisting program participants in implementing identified improvements and enabling statewide program operations.

Wabasha Soil & Water Conservation District will:

- Administer the regional Minnesota Agricultural Water Quality Certification Program (MAWQCP)
- Employ and supervise with Olmsted SWCD one full time Area Certification Specialist
- Manage documentation reporting and payments to participating Soil and Water Conservation Districts detailing BWSR Billable Rate, producers assisted, and activity performed for which reimbursement is requested.
- Facilitate the regional promotion of the MAWQCP

The regional MAWQCP activities are estimated to be:

- Report quarterly to the Minnesota Department of Agriculture (MDA) the activities of the MAWQCP Area Certification Specialists and Soil and Water Conservation Districts (SWCDs) Partners
- Conduct regular contact with the regional SWCDs to encourage both SWCD and producer participation through training events, field tours, producer meetings
- Organize and facilitate region wide outreach to SWCDs, producers and private partners
- Assess landowners' operations, establish comprehensive conservation plans, recommend practices to achieve MAWQCP certification and solicit feedback on the certification process
- Accelerate implementation of planned practices through partners to achieve certification
- Advise MDA of suggested changes recommended to continually improve program delivery and outcomes

Costs are detailed in Exhibit B Budget

Wabasha SWCD
Deliverable Schedule and Budget

Exhibit B

| Administration and Delivery of Minnesota Agricultural Water Quality Certification Program | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|--|
| Objectives - See Exhibit A | | | | | | | | | | |

Please Note: The Grantee has the discretion to transfer up to 10% of the funds between categories without approval the State's Authorized Representative or the State's Authorized Project Manager. However the grantee shall notify the State's Authorized Project Manager as soon as practicable of the transfer. The State's Authorized Representative or the State's Authorized Project Manager must approve transfers greater than 10%.

| Billing Cycle State Fiscal Year | Calendar Year Quarter | Budget Total | Administration & Indirect | ACS Salary & Benefits | Travel | Office, Communication & Supplies | Other Dedicated Staff-Wabasha | Other Dedicated Staff-Freeborn | SWCD Staff Support | Promotion & Incentives | Engineering & Practice Implementation |
|---------------------------------|-----------------------|--------------|---------------------------|-----------------------|-----------|----------------------------------|-------------------------------|--------------------------------|--------------------|------------------------|---------------------------------------|
| Quarter 3, 2026 | Jan-Mar 2026 | 61,400.00 | 5,200.00 | 35,300.00 | 1,250.00 | 850.00 | 3,000.00 | 500.00 | 2,500.00 | 800.00 | 12,000.00 |
| Quarter 4, 2026 | Apr-Jun 2026 | 61,400.00 | 5,200.00 | 35,300.00 | 1,250.00 | 850.00 | 3,000.00 | 500.00 | 2,500.00 | 800.00 | 12,000.00 |
| | FY 1 Total | 122,800.00 | 10,400.00 | 70,600.00 | 2,500.00 | 1,700.00 | 6,000.00 | 1,000.00 | 5,000.00 | 1,500.00 | 24,000.00 |
| Quarter 1, 2027 | Jul-Sep 2026 | 61,400.00 | 5,200.00 | 35,300.00 | 1,250.00 | 850.00 | 3,000.00 | 500.00 | 2,500.00 | 800.00 | 12,000.00 |
| Quarter 2, 2027 | Oct-Dec, 2026 | 61,400.00 | 5,200.00 | 35,300.00 | 1,250.00 | 850.00 | 3,000.00 | 500.00 | 2,500.00 | 800.00 | 12,000.00 |
| Quarter 3, 2027 | Jan-Mar 2027 | 64,450.00 | 5,500.00 | 37,500.00 | 1,250.00 | 900.00 | 3,500.00 | 500.00 | 2,500.00 | 800.00 | 12,000.00 |
| Quarter 4, 2027 | Apr-Jun 2027 | 64,450.00 | 5,500.00 | 37,500.00 | 1,250.00 | 900.00 | 3,500.00 | 500.00 | 2,500.00 | 800.00 | 12,000.00 |
| Quarter 1, 2028 | Jul-Sep 2027 | 64,450.00 | 5,500.00 | 37,500.00 | 1,250.00 | 900.00 | 3,500.00 | 500.00 | 2,500.00 | 800.00 | 12,000.00 |
| Quarter 2, 2028 | Oct-Dec 2027 | 64,450.00 | 5,500.00 | 37,500.00 | 1,250.00 | 900.00 | 3,500.00 | 500.00 | 2,500.00 | 800.00 | 12,000.00 |
| Quarter 3, 2028 | Jan-Mar 2028 | - | - | - | - | - | - | - | - | - | - |
| Quarter 4, 2028 | Jan-Mar 2028 | - | - | - | - | - | - | - | - | - | - |
| | FY 3 Total | 128,900.00 | 11,000.00 | 75,000.00 | 2,500.00 | 1,800.00 | 7,000.00 | 1,000.00 | 5,000.00 | 1,500.00 | 24,000.00 |
| Quarter 1 | Jul-Sep 3 | - | - | - | - | - | - | - | - | - | - |
| Quarter 2 | Oct-Dec 3 | - | - | - | - | - | - | - | - | - | - |
| Quarter 3 | Jan-Mar 4 | - | - | - | - | - | - | - | - | - | - |
| Quarter 4 | Apr-Jun 4 | - | - | - | - | - | - | - | - | - | - |
| | FY 4 Total | - | - | - | - | - | - | - | - | - | - |
| Quarter 1 | Jul-Sep 4 | - | - | - | - | - | - | - | - | - | - |
| Quarter 2 | Oct-Dec 4 | - | - | - | - | - | - | - | - | - | - |
| Quarter 3 | Jan-Mar 5 | - | - | - | - | - | - | - | - | - | - |
| Quarter 4 | Apr-Jun 5 | - | - | - | - | - | - | - | - | - | - |
| | FY 5 Total | - | - | - | - | - | - | - | - | - | - |
| Quarter 1 | Jul-Sep 5 | - | - | - | - | - | - | - | - | - | - |
| Quarter 2 | Oct-Dec 5 | - | - | - | - | - | - | - | - | - | - |
| Quarter 3 | Jan-Mar 6 | - | - | - | - | - | - | - | - | - | - |
| Quarter 4 | Apr-Jun 6 | - | - | - | - | - | - | - | - | - | - |
| | FY 6 Total | - | - | - | - | - | - | - | - | - | - |
| Quarter 1 | Jul-Sep 6 | - | - | - | - | - | - | - | - | - | - |
| Quarter 2 | Oct-Dec 6 | - | - | - | - | - | - | - | - | - | - |
| Quarter 3 | Jan-Mar 7 | - | - | - | - | - | - | - | - | - | - |
| Quarter 4 | Apr-Jun 7 | - | - | - | - | - | - | - | - | - | - |
| | FY 7 Total | - | - | - | - | - | - | - | - | - | - |
| All Years | | 503,400.00 | 42,800.00 | 251,200.00 | 10,000.00 | 7,000.00 | 26,000.00 | 4,000.00 | 20,000.00 | 6,400.00 | 96,000.00 |

**COUNTY OF OLMSTED – Wabasha County Soil and Water Conservation District
– MN Agricultural Water Quality Certification Program
BUILDING LEASE AGREEMENT**

This Agreement is made by and between the County of Olmsted, hereinafter referred to as "Lessor" and the Wabasha County Soil and Water Conservation District, hereinafter referred to as "Lessee".

WHEREAS, Lessor is owner of the building located at 1188 50th Street Se, Rochester, Minnesota, 55904 and,

WHEREAS, the Lessee has a need for the use of a portion of the building located at 1188 50th Street Se, Rochester, Minnesota, 55904.

NOW THEREFORE, the Lessor, for and in consideration of the rents and covenants hereinafter contained, does hereby demise, lease and let to the Lessee the following described premises situated in the County of Olmsted, State of Minnesota, to-wit: 48 SF of office space for the MN Department of Agriculture, of the building located at 1188 50th Street Se, Rochester, Minnesota, 55904, on the following terms and conditions.

I. TERM:

The term of this agreement shall be for 12 months, from the 1st day of January 2026 through the 31st day of December 2026.

II. RENT:

As rent for the leased premises and inconsideration for all covenants, representations, and conditions of the lease agreement. LESSEE agrees to pay LESSOR the sum of \$1,551.32 for the term of the Lease Agreement. Such amount shall be paid in monthly installments of \$129.28 in accordance with the rent schedule set forth below:

| <u>LEASE PERIOD</u> | <u>SQUARE FEET</u> | <u>RATE PER SQ. FT.</u> | <u>MONTHLY PAYMENT</u> | <u>RENT FOR LEASE PERIOD</u> |
|---------------------|--------------------|-------------------------|------------------------|------------------------------|
| 1/1/25- 12/31/25 | 48 | \$32.32 | \$129.28 | \$1,551.36 |

Said monthly payments are to be due on or before the first day of each month during said term.

III. HOLDING OVER:

In the event Lessee remains in possession of said premises after the expiration of this Agreement and without the execution of a new lease, it shall be deemed occupying said premises as a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Agreement insofar as the same can be applicable to a month-to-month tenancy. Such holdover shall be deemed to have been approved by Lessor if no written notice has otherwise been transmitted to Lessee and the monthly rent agreed to between the parties shall be paid at the beginning of each month as provided for herein.

VIII. INSURANCE:

It shall be the obligation and responsibility of Lessee to insure, as it deems prudent, its own personal property, equipment and fixtures whatever the manner of attachment to the leased premises, against damage on an "all risk" basis from fire, explosion, tornado, civil disorder, vandalism, including any damage resulting from bursting or failure of water, gas sewer or steam pipes, or by any cause or causes beyond the reasonable control of Lessor.

It shall be the responsibility of Lessee to assure that the premises are covered by a comprehensive general liability insurance policy in an amount not less than one million dollars (\$1,000,000) to cover bodily injury, property damage and personal injury (and shall include coverage for fire legal liability). Payment of the premiums therefore shall be made by Lessee. Lessor shall be named as additional insured on said policies. Lessee shall provide Lessor with certificates of such insurance, including the additional insured provision, prior to taking occupancy of the premises.

IX. INDEMNIFICATION:

Except in the case of the negligence of the Lessor, its agents or its employees, the Lessee shall save, hold harmless, indemnify and defend the Lessor, its agents and its employees against any liability for damages to any person or property in or about the premises.

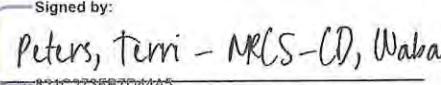
X. TERMINATION:

This lease may be terminated by either Lessor or Lessee, with or without cause, upon thirty (30) days' written notice directed to the other party's designated representative.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year written below.

Wabasha County Soil and Water Conservation District

DATE: 1/7/2026 | 12:57 PM PST

Signed by:
BY: 
Terri Peters, Wabasha SWCD Manager

DATE: 1/7/2026 | 3:18 PM CST

Signed by:
BY: 
Ben Johnson, Public Works Director

Wabasha Soil and Water Conservation District
Regular Board Meeting
December 18, 2025
8:15 am
611 Broadway Ave.
Suite 10B

I. CALL MEETING TO ORDER

Lynn Zabel, Chair called the meeting to order at 8:19 am

Supervisors Present: Lynn Zabel, Chair, Sharleen Klenner, Treasurer, Dag Knudsen, Member

Staff Present: Terri Peters, District Manager

Others Present: Dave Copeland, BWSR, Frank Klenner, Citizen

II. PLEDGE ALLEGIANCE

III. AGENDA

Terri - agenda change. Move letter P. Watershed Based Continuous CRP Incentives, subcategories i., ii., iii from Consent Agenda – iii. Vouchers to New Business Letter F. with subcategories i., ii., iii. WAGZ and WinLaC CRP contracts and vouchers and approval of contracts and vouchers before the end of the year.

Additional contracts WAGZ Letters H., I., J., K., L. and WinLaC/ Letters D., E., F. G.

Motioned by Klenner and seconded by Knudsen to approve the change of CRP Incentives from Consent Agenda - Vouchers to New Business letter F. and i., ii., iii with additional contracts and vouchers.

Affirmative: Klenner, Knudsen, Zabel

Opposed: None

Motion Carried

IV. PUBLIC COMMENTS

Comments limited to 5 minutes per speaker

V. CONSENT AGENDA -Board Action

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

i. Contracts

A. Nathan & Tina Schumacher Contract# 26-CC-1 in the amount of \$133.95 for Practice 612 Tree/Shrub Establishment.

(Funding source – FY26 Conservation Contracts)

Motioned by Klenner and seconded by Knudsen to approve

Nathan & Tina Schumacher Contract# 26-CC-1 in the amount of \$133.95 for Practice 612 Tree/Shrub Establishment.

Affirmative: Klenner, Knudsen, Zabel

Opposed: None

Motion Carried

ii. Contract Amendments

iii. **Vouchers**

- A. Voucher payment for Kurt Schnell Contract# 2024WAGZ-WC-16 in the amount of \$3,555.00. Payment two of a two-year contract for Cover Crops-Final.
(Funding source – FY24-FY25 WAGZ)
- B. Voucher payment for Huneke Dairy Inc/Paul Huneke Contract# 25-SHD-15 in the amount of \$4,378.50. Payment 1 of a 1-year contract for Cover Crops – Final.
(Funding source – FY25 Soil Health Delivery)
- C. Voucher payment for Paul Kruger Enterprises LLC Contract# 25-SHD-13 in the amount of \$2,620.00. Payment 1 of a 1-year contract for Cover Crops – Final.
(Funding source – FY25 Soil Health Delivery)
- D. Voucher payment for Contract# 79-2-27 in the amount of \$3,360.00 for 340 Cover Crops. Payment 1 of 1-year contract – Final.
(Funding source – FY25-FY28 Soil Health RCPP)
- E. Voucher payment for Hyde Park Holsteins Contract# DWP-26 in the amount of \$1,000.00 for U of M Nitrogen Fertilizer recommendation for Corn – Final.
(Funding source – FY24-FY25 DWP Karst (TKR))
- F. Voucher payment for Contract# 79-2-31 in the amount of \$4,730.00 for 340 Cover Crops. Payment 1 of 4-year contract.
(Funding source – FY25-FY28 Soil Health RCPP)
- G. Voucher payment for Kevin Petersen Contract# 25-SHD-16 in the amount of \$3,000.00 die 340 Cover Crops. Payment 1 of 1-year contract – Final.
(Funding source – FY25 Soil Health Delivery)
- H. Voucher payment for Contract# 79-2-32 in the amount of \$4,530.00 for 340 Cover Crops. Payment 1 of 4-year contract.
(Funding source – FY25-FY28 Soil Health RCPP)
- I. Voucher payment for Contract# 79-2-36 in the amount of \$4,800.00 for 340 Cover Crops. Payment 1 of 1-year contract – Final.
(Funding source – FY25-FY28 Soil Health RCPP)
- J. Voucher payment for Mike Graner Contract# 23-CWF-WIC-4 in the amount of \$20,749.02 for Practice 528 Prescribed Grazing.
(Funding source – FY23 West Indian Creek Watershed Restoration and Protection)
- K. Voucher payment for Contract# 79-25RCPP-12 in the amount of \$5,000.00 for 340 Cover Crops. Payment 1 of 4-year contract.
(Funding source – FY25-FY28 Soil Health RCPP)
- L. Voucher payment for Benjamin Klein for Contract# 25-SHD-8 in the amount of \$1,475.00 for 340 Cover Crops. Payment 1 of 1-year contract.
(Funding source -FY25 Soil Health Delivery)
- M. Voucher payment for Eric Klein for Contract# 25-SHD-9 in the amount of \$1,000.00 doe 340 Cover Crops. Payment 1 of 1-year contract.
(Funding source – FY25 Soil Health Delivery)

- N. Voucher payment for Roger Walkes for Contract# 2025WinLaC-WC-004 in the amount of \$6,000.00 for 340 Cover Crops. Payment 1 of a 3-year contract.
(Funding sources – FY23 WinLaC Watershed based funds \$857.00 and FY25 WinLaC Watershed based funds \$5,143.00)
 - O. Voucher payment for Rachel Walkes for Contract# 2025WinLaC-WC-005 in the amount of \$6,000.00 for 340 Cover Crops. Payment 1 of a 3-year contract.
(Funding source – FY25 WinLaC)
- Motioned by Klenner and seconded by Knudsen to approve the Consent Agenda – Vouchers, Letters A. – O.***
- Affirmative: Klenner, Knudsen, Zabel***
- Opposed: None***
- Motion Carried***

VI. SECRETARY'S REPORT – Board Action

- A. November 20, 2025, Meeting Minutes
Motioned by Knudsen and seconded by Klenner to approve the Secretary's Report.
- Affirmative: Klenner, Knudsen, 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 Klenner and seconded by Knudsen to approve the Treasurer's Report subject to Audit.
- Affirmative: Klenner, Knudsen, Zabel***
- Opposed: None***
- Motion Carried***

VIII. PAYMENT OF MONTHLY BILLS

- A. Monthly Bills in the amount of \$115,050.06 - **Board Action**
Motioned by Klenner and seconded by Knudsen to approve Payment of the Monthly Bills in the amount of \$115,050.06.
- Affirmative: Klenner, Knudsen, Zabel***
- Opposed: None***
- Motion Carried***

IX. DISTRICT REPORTS

- A. Chair Report – Lynn Zabel
- B. County Commissioner – Bob Walkes
Terri attended the Commissioners' Meeting 12/16/2025.
Reported that items discussed were Ambulance Service issues. They want to share the cost increase. Auditor and Assessor switching to new systems. Terri gave brief report on the SWCD.

- C. District Manager Report – Terri Peters
 - Attended the MASWCD Convention along with Sharleen and Lynn.*
 - BALMM Meeting. Terri was the host. Report about Sheila Harmes retirement.*
 - Meet quarterly, planning for 2026 - Kristen Dieterman, MPCA and Mike Cruze, MDA.*
 - Staff Evaluations with Sharleen and Lynn. Will discuss in closed session.*
 - Working with Shawn Huth for handbook policy changes to prepare for PFML.*
 - Talking about converting leave system to PTO rather than accruing sick leave and annual leave separately*
 - NFWF reporting completed. Reimbursement had been approved to pay.*
 - Transitioning Matt's work to other staff.*
 - Started year-end reporting.*
- D. NRCS Report – Christina Taylor – No report, just getting caught up.
- E. Natural Resources Technician Report – Katelyn Abts –
- F. Soil Health/Nutrient Management Tech Report – Deanna Pomije – In the packet
- G. Conservation Planning & Outreach Technician – Ella Jurgeson – In the packet
- H. BWSR Report – Dave Copeland
 - *BWSR secured \$805,000 for manure management work. RFP out. Application from TSA/7 has been submitted for \$805,000 to do feedlot, manure management and nutrient management work. Approval in next month or so.*
 - *2026 Buffer Law Grants were sent out. Terri is working on work plan. \$20,000 for staff responsibilities for Buffer Law.*
 - *RFP for 2026 Clean Water Fund. Competitive grant. Early, to mid-February. 5–6-week window to submit applications. \$27 million. Portion for projects aimed at drinking water protection.*
 - *Ann Gunness is expecting a baby in mid-late March. While she is on maternity leave, Dave will be covering her area also.*

Dave left at 9:15 am
- I. Other agencies –

X.

OLD BUSINESS

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

XI.

NEW BUSINESS

- A. Approve June E. Ratz Trust Amendment# 3 to Contract# 24-CC-5 changing the Install by date to 5/01/2026 from 12/31/2025 – **Board Action**
 - Motioned by Klenner and seconded by Knudsen to approve June E. Ratz Trust Amendment# 3 to Contract 24-CC-5 changing the install by date to 5/01/2026 from 12/31/2025. (After closer look at amendment, install by date is not 5/15/26)*
 - Affirmative: Klenner, Knudsen, Zabel*
 - Opposed: None*
 - Motion Carried*
- B. Approve Katie M. Jacobson, CPA Engagement Letter for Auditing 2025 Financial Statements. The quote is on last page of Engagement Letter. The fee will be in the \$5,500 to \$7,500 range- (2024 was \$5,583.79) - **Board Action and Signature**
 - Motioned by Knudsen and seconded by Klenner to approve Katie M. Jacobson, CPA Engagement Letter for Auditing 2025 Financial Statements. The fee will be in the \$5,500 to \$7,500 range.*
 - Affirmative: Klenner, Knudsen, Zabel*
 - Opposed: None*
 - Motion Carried*

C. Set Meeting Dates/Times for 2026 – **Board Action**

Motioned by Klenner and seconded by Knudsen to approve meeting dates as the fourth Thursday of the month at 8:15 am with the exception of months that conflict with holidays. Third Thursday for November 19 and December 17, 2026

Affirmative: Klenner, Knudsen, Zabel

Opposed: None

Motion Carried

D. Approve Jary Holst Amendment# 2 to Contract# 2025WinLaC-Wab-001 to change the Install by date to 10/31/2026 from 11/30/2025 – **Board Action**

Motioned by Klenner and seconded by Knudsen to approve Jary Holst Amendment# 2 to Contract# 2025WinLaC-Wab-001 to change the install by date to 10/31/2026 from 11/30/2025.

Affirmative: Klenner, Knudsen, Zabel

Opposed: None

Motion Carried

E. December RCPP Batching – **Board Action**

2 contracts. 1 for No-Till 100 acres for 3 years and 1 for 100 Cover Crops for 3 years.

Motioned by Klenner and seconded by Knudsen to approve the December RCPP Batching.

Affirmative: Klenner, Knudsen, Zabel

Opposed: None

Motion Carried

F. Watershed Based Continuous CRP Incentives – **Board Action**

The Outdoor Heritage gave funds to BWSR to give to Watershed Based Comprehensive plans to use for Continuous CRP. First come, first serve basis. WAGZ funding total was \$7,200.00. WinLaC funding total was 9,000.00.

i. **WAGZ** \$250.00 reenrolled and \$500 for new incentive per contract.

A. Richard Olson Contract# 2024-WAGZ-WC-CRP2, \$500.00 and Voucher payment for \$500.00.

Motioned by Klenner and seconded by Knudsen to approve Richard Olson Contract# 2024-WAGZ-WC-CRP2, for \$500.00 and Voucher payment for \$500.00.

Affirmative: Klenner, Knudsen, Zabel

Motion Carried

B. Julie Damman Contract# 2024-WAGZ-WC-CRP9, \$250.00 and Voucher payment for \$250.00

Motioned by Klenner and seconded by Knudsen to approve Julie Damman Contract# 2024-WAGZ-WC-CRP9, for \$250.00 and Voucher payment for \$250.00.

Affirmative: Klenner, Knudsen, Zabel

Motion Carried

C. Kenneth Moyer Contract# 2024-WAGZ-WC-CRP10, \$500.00 and Voucher payment for \$500.00

Motioned by Klenner and seconded by Knudsen to approve Kenneth Moyer Contract# 2024-WAGZ-WC-CRP10, for \$500.00 and Voucher payment for \$500.00

Affirmative: Klenner, Knudsen, Zabel

Motion Carried

- D. Kenneth Moyer Contract# 2024-WAGZ-WC-CRP11, \$500.00 and Voucher payment for the \$500.00.
Motioned by KENNERT and seconded by KNUDSEN to approve Kenneth Moyer Contract# 2024-WAGZ-WC-CRP11, for \$500.00 and Voucher payment for \$500.00.
Affirmative: KENNERT, KNUDSEN, ZABEL
Motion Carried
- E. Kenneth Moyer Contract# 2024-WAGZ-WC-CRP12, \$500.00 and Voucher payment for \$500.00
Motioned by KENNERT and seconded by KNUDSEN to approve Kenneth Moyer Contract# 2024-WAGZ-WC-CRP12, for \$500.00 and Voucher payment for \$500.00.
Affirmative: KENNERT, KNUDSEN, ZABEL
Motion Carried
- F. Dale Wobbe Contract# 2024-WAGZ-WC-CRP11, \$250.00 and Voucher payment for \$250.00.
Motioned by KENNERT and seconded by KNUDSEN to approve Dale Wobbe Contract# 2024-WAGZ-WC-CRP11, for \$250.00 and Voucher payment for \$250.00.
Affirmative: KENNERT, KNUDSEN, ZABEL
Motion Carried
- G. Dale Wobbe Contract# 2024-WAGZ-WC-CRP13, \$250.00 and Voucher payment of \$250.00.
Motioned by KENNERT and seconded by KNUDSEN to approve Dale Wobbe Contract# 2024-WAGZ-WC-CRP13, for \$250.00 and Voucher payment for \$250.00.
Affirmative: KENNERT, KNUDSEN, ZABEL
Motion Carried
- H. Charles Bremer Contract# 2024-WAGZ-WC-CRP8, \$250.00 and Voucher payment for \$250.00.
Motioned by KENNERT and seconded by KNUDSEN to approve Charles Bremer Contract# 2024-WAGZ-WC-CRP8, for \$250.00 and Voucher payment for \$250.00.
Affirmative: KENNERT, KNUDSEN, ZABEL
Motion Carried
- I. Scott Michell IRR Trust Contract# 2024-WAGZ-WC-CRP10, \$250.00 and Voucher payment for \$250.00.
Motioned by KENNERT and seconded by KNUDSEN to approve Scott Michell IRR Trust Contract# 2024-WAGZ-WC-CRP10, for \$250.00 and Voucher payment for \$250.00.
Affirmative: KENNERT, KNUDSEN, ZABEL
Motion Carried
- J. Warren W. & Jennie Roberson Living Trust Contract# 2024-WAGZ-WC-CRP7, \$250.00 and Voucher payment for 250.00.
Motioned by KENNERT and seconded by KNUDSEN to approve Warren W. & Jennie Roberson Living Trust Contract# 2024-WAGZ-WC-CRP7, for \$250.00 and Voucher payment for \$250.00.
Affirmative: KENNERT, KNUDSEN, ZABEL
Motion Carried

- K. Adam Warthesen Contract# 2024-WAGZ-WC-CRP1, \$500.00 and Voucher payment for \$500.00.

Motioned by Klenner and seconded by Knudsen to approve Adam Warthesen Contract# 2024-WAGZ-WC-CRP1, for \$500.00 and Voucher payment for \$500.00.

Affirmative: Klenner, Knudsen, Zabel

Motion Carried

- ii. WinLaC \$1,000.00 flat rate per contract
- A. William Hager Contract# 2025WinLaC-Wab-CRP6, \$1,000.00 and Voucher payment for \$1,000.00.
Motioned by Klenner and seconded by Knudsen to approve William Hager Contract# 2025-WinLaC-Wab-CRP6, for \$1,000.00 and Voucher payment for \$1,000.00.
Affirmative: Klenner, Knudsen, Zabel
Motion Carried
 - B. Ann Meurer Contract# 2025WinLaC-Wab-CRP1, \$1,000.00 and Voucher payment for the \$1,000.00.
Motioned by Klenner and seconded by Knudsen to approve Ann Meurer Contract# 2025-WinLaC-Wab-CRP1, for \$1,000.00 and Voucher payment for \$1,000.00.
Affirmative: Klenner, Knudsen, Zabel
Motion Carried
 - C. Mary Tentis Contract# 2025WinLaC-Wab-CRP7, \$1,000.00 and Voucher payment for \$1,000.00.
Motioned by Klenner and seconded by Knudsen to approve Mary Tentis Contract# 2025-WinLaC-Wab-CRP7, for \$1,000.00 and Voucher payment for \$1,000.00.
Affirmative: Klenner, Knudsen, Zabel
Motion Carried
 - D. Roger Walkes Contract# 2025WinLaC-Wab-CRP2, \$1,000.00 and Voucher payment for \$1,000.00.
Motioned by Klenner and seconded by Knudsen to approve Roger Walkes Contract# 2025-WinLaC-Wab-CRP2, for \$1,000.00 and Voucher payment for \$1,000.00.
Affirmative: Klenner, Knudsen, Zabel
Motion Carried
 - E. Steve Schumacher Contract# 2025WinLab-Wab-CRP5, \$1,000.00 and Voucher payment for \$1,000.00.
Motioned by Klenner and seconded by Knudsen to approve Steve Schumacher Contract# 2025-WinLaC-Wab-CRP5, for \$1,000.00 and Voucher payment for \$1,000.00.
Affirmative: Klenner, Knudsen, Zabel
Motion Carried

- F. Graner Farm Family LLP Contract# 2025WinLaC-Wab-CRP3, \$1,000.00 and Voucher payment for \$1,000.00.

Motioned by Klenner and seconded by Knudsen to approve Graner Farm Family LLP Contract# 2025WinLaC-Wab-CRP3, for \$1,000.00 and Voucher payment for \$1,000.00.

Affirmative: Klenner, Knudsen, Zabel

Motion Carried

- G. Glen Borgen Contract# 2025WinLaC-Wab-CRP8, for \$1,000.00 and Voucher payment for \$1,000.00

Motioned by Klenner and seconded by Knudsen to approve Glen Borgen Contract# 2025WinLaC-Wab-CRP8, for \$1,000.00 and Voucher payment for \$1,000.00.

Affirmative: Klenner, Knudsen, Zabel

Motion Carried

- iii. Approve payments for any eligible contracts before the end of the year.

Information will be provided. – **Board Action**

Motioned by Klenner and seconded by Knudsen to approve payments for any additional eligible continuous CRP contract and vouchers before the end of the year.

Affirmative: Klenner, Knudsen, Zabel

Opposed: None

Motion Carried

iv. **Board Reports**

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

Upcoming Events:

- i. Thursday, December 25, 2025, Christmas Day – Office Closed
- ii. Thursday, January 1, 2026, New Year's Day – Office Closed
- iii. January 1, 2026, Paid Leave Law goes into effect.
- iv. Monday, January 19, 2026, Martin Luther King Jr. Day-Office Closed
- v.

v. **Motion to Recess Regular Meeting and go in to Closed Session – Board Action**

Motioned by Klenner and seconded by Knudsen to Recess Regular Meeting and go in to Closed Session.

Affirmative: Klenner, Knudsen, Zabel

Opposed: None

Motion Carried

vi. Closed Session

A. Personnel Review

- i. Katelyn Abts
- ii. Deanna Pomije
- iii. Ella Jurgerson
- iv. Sue Cervinske

- B. District Manager – Terri Peters personnel review and discussion.
- C. Adoptions of 2026 Wage Scale

vii. Motion to Reopen Regular Meeting – Board Action

Motioned by Klenner and seconded by Knudsen to Reopen the Regular Meeting.

Affirmative: Klenner, Knudsen, Zabel

Opposed: None

Motion Carried

viii. Approval of the following – Board Action

A. Adoption of 2026 Wage Scale

Motioned by Knudsen and seconded by Klenner to approve adoption of the 2026 Wage Scale.

Affirmative: Klenner, Knudsen, Zabel

Opposed: None

Motion Carried

B. Approve the Employee Evaluations

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

Affirmative: Klenner, Knudsen, Zabel

Opposed: None

Motion Carried

C. Approve 2026 salary recommendations

Motioned by Klenner and seconded by Knudsen to approve the 2026 salary recommendations due to favorable reviews. Katelyn, Deanna, Sue, Terri are eligible to move up one step. Ella will move up a step before the end of her probation period.

Affirmative: Klenner, Knudsen, Zabel

Opposed: None

Motion Carried

ix. Adjourn – Board Action

Motioned by Klenner and seconded by Knudsen to adjourn the meeting at 11:00 am.

Affirmative: Klenner, Knudsen, Zabel

Opposed:

Motion Carried

Respectively Submitted By:

Seth Tentis, Secretary

Wabasha Soil and Water Conservation District

Balance Sheet

As of December 31, 2025

Dec 31, 25

ASSETS

Current Assets

Checking/Savings

| | |
|---------------------------------|------------|
| Money Market- Bank of Alma | 444,331.89 |
| Money Market WNB Financial | 7,491.63 |
| Peoples State Bank Money Market | 338,476.43 |
| Petty Cash | 76.79 |
| WNB Financial | 9,542.27 |

Total Checking/Savings

799,919.01

Accounts Receivable

11000 - Accounts Receivable

67,677.44

Total Accounts Receivable

67,677.44

Total Current Assets

867,596.45

Fixed Assets

15000 - Furniture and Equipment

| | |
|---|------------|
| Computer | 12,406.19 |
| Laptops for District Techs (2) | 3,149.22 |
| Right of Use Asset - Building | 91,827.28 |
| Samsung Tablets | 1,548.69 |
| 15000 - Furniture and Equipment - Other | 147,513.54 |

Total 15000 - Furniture and Equipment

256,444.92

17000 - Accumulated Depreciation

Accum. Amortization-Building

-9,182.73

17000 - Accumulated Depreciation - Other

-133,075.43

Total 17000 - Accumulated Depreciation

-142,258.16

Total Fixed Assets

114,186.76

TOTAL ASSETS

981,783.21

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

20000 - Accounts Payable

9,620.84

Total Accounts Payable

9,620.84

Other Current Liabilities

Compensated Absences Payable

27,036.08

Deferred Revenue

| | |
|---------------------------------|------------|
| FY23 Capacity | 2,671.00 |
| FY23 CWF - WIC | 29,368.03 |
| FY24 BWSR Soil Health Staffing | 223,753.16 |
| FY24 Conservation Contracts | 967.07 |
| FY25-FY28 Soil Health RCPP Rnd1 | 163,280.58 |
| FY25-FY28 Soil Health RCPP Rnd2 | 120,000.00 |
| FY25-FY28 Soil Health RCPP Rnd3 | 120,000.00 |
| FY25 Buffer Law Implementation | 15,484.80 |
| FY25 BWSR Soil Health Delivery | 25,936.61 |
| FY25 Conservation Contracts | 6,578.65 |
| FY25 Easement Delivery (RIM) | -699.96 |
| FY25 LWM | -5,980.41 |
| FY25 WCA | -2,708.13 |
| FY26-27 Conservation Contracts | 36,380.00 |
| FY26-FY27 Conservation Delivery | 39,238.00 |
| FY26 Easement Delivery (RIM) | 1,650.00 |

Total Deferred Revenue

775,919.40

Deposit on Tree Sales

8,084.78

2110 - Direct Deposit Liabilities

-11,574.35

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01/14/26

Accrual Basis

Wabasha Soil and Water Conservation District**Balance Sheet**

As of December 31, 2025

| | Dec 31, 25 |
|---------------------------------------|-------------------|
| 25500 · Sales Tax Payable | 610.34 |
| Total Other Current Liabilities | 800,076.25 |
| Total Current Liabilities | 809,697.09 |
| Long Term Liabilities | |
| Long Term Liability | |
| Right of Use Asset-Lease Liabil | 85,406.87 |
| Total Long Term Liability | 85,406.87 |
| Total Long Term Liabilities | 85,406.87 |
| Total Liabilities | 895,103.96 |
| Equity | |
| Fund Balance- Unrestricted | 196,013.31 |
| Investment in Capital Assets | 28,779.89 |
| 32000 · Owners Equity | 115,417.00 |
| Net Income | -253,530.95 |
| Total Equity | 86,679.25 |
| TOTAL LIABILITIES & EQUITY | 981,783.21 |

Wabasha Soil and Water Conservation District

Profit & Loss

December 2025

Dec 25

| | |
|----------------------------------|------------|
| Ordinary Income/Expense | |
| Income | |
| Charges for Services | |
| Truax No-Till Drill Rental | 228.00 |
| Total Charges for Services | 228.00 |
| Intergovernmental Revenues | |
| Federal | |
| FY25 TTT LSR Project - MN DNR | 13,950.00 |
| Total Federal | 13,950.00 |
| Local / General Funds | |
| County Regular Allocation | 60,563.73 |
| SWCD General Aid Funds | 64,046.01 |
| Total Local / General Funds | 124,609.74 |
| State | |
| FY23 CRP - TA NRCS | 0.00 |
| MAWQCP | 23,018.26 |
| Total State | 23,018.26 |
| Total Intergovernmental Revenues | 161,578.00 |
| Total Income | 161,806.00 |
| Gross Profit | 161,806.00 |
| Expense | |
| District Operations | |
| Other Services and Charges | |
| Advertising Expense | 100.00 |
| Building Rent | 1,650.00 |
| Conferences and Conventions | 1,353.92 |
| Education and Information | 15.60 |
| Employee Education and Training | 0.00 |
| Employee Expenses | 51.29 |
| Employee Mileage | 230.65 |
| Internet Expense | 105.04 |
| Subs. and Pubs. | 67.00 |
| Supervisor's Expenses | 0.00 |
| Supervisor's Mileage | 1,066.24 |
| Vehicle Expenses | |
| Chevrolet Silverado Vehicle Exp | 94.81 |
| Hyundai Tucson Vehicle Expense | 62.20 |
| Total Vehicle Expenses | 157.01 |
| Total Other Services and Charges | 4,796.75 |
| Personnel Services | |
| Employee Salary Permanent | 30,881.61 |
| Employer Health Insur (Opt Out) | 1,366.30 |
| Employer HSA contributions | 625.00 |
| Employer Life and Health | |
| 66000 · Payroll Expenses | 115.00 |
| Employer Life and Health - Other | 7,846.40 |
| Total Employer Life and Health | 7,961.40 |
| Employer Share FICA | 2,342.45 |
| Employer Share Medicare | 547.81 |
| Employer Share PERA | 2,316.12 |
| MSRS (457b) Match Contribution | 1,623.52 |
| Supervisor's Compensation | 4,750.00 |

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01/14/26

Cash Basis

Wabasha Soil and Water Conservation District

Profit & Loss

December 2025

| | Dec 25 |
|---------------------------------|------------------|
| Worker's Comp Insurance | 924.00 |
| Total Personnel Services | 53,338.21 |
| Rental Equipment Expenses | |
| Truax No-Till Drill | 1,192.90 |
| Total Rental Equipment Expenses | 1,192.90 |
| Supplies | |
| Office Supplies | 3.28 |
| Total Supplies | 3.28 |
| Total District Operations | 59,331.14 |
| Project Expenditures | |
| Federal | |
| FY25 TTT LSR Project - MN DNR | 5,925.00 |
| Total Federal | 5,925.00 |
| State | |
| FY23 CWF - WIC | 20,749.02 |
| FY23 SE Landscape - MN DNR | 515.55 |
| FY23 WinLaC | 857.00 |
| FY24-FY25 DWP Karst (TKR) | 1,000.00 |
| FY24-FY25 WAGZ | 8,055.00 |
| FY25-FY27 DNR Forestry | 5,100.00 |
| FY25-FY28 Soil Health RCPP Rnd1 | 5,000.00 |
| FY25-FY28 Soil Health RCPP Rnd2 | 17,420.00 |
| FY25 BWSR Soil Health Delivery | 12,473.50 |
| FY25 Conservation Contracts | 4,344.17 |
| FY25 WinLaC | 15,798.83 |
| MAWQCP Administration | 12,095.69 |
| Total State | 103,408.76 |
| Total Project Expenditures | 109,333.76 |
| Total Expense | 168,664.90 |
| Net Ordinary Income | -6,858.90 |
| Other Income/Expense | |
| Other Income | |
| Interest Income | |
| Interest Earnings MM's | 967.72 |
| Total Interest Income | 967.72 |
| Total Other Income | 967.72 |
| Net Other Income | 967.72 |
| Net Income | -5,891.18 |

01/21/26
Cash Basis

Wabasha Soil and Water Conservation District
Monthly Bills Listing
January 22, 2026

| Type | Date | Num | Name | Memo | Account | Paid Amount |
|---|------------|-------|--|------|---------------|------------------|
| Jan 22, 26 | | | | | | |
| Liability Check | 01/22/2026 | 12568 | Auditor/Treasurer of Wabasha County | | WNB Financial | -512.78 |
| Liability Check | 01/22/2026 | EFT | VSP Vision Care | | WNB Financial | -62.96 |
| Bill Pmt -Check | 01/22/2026 | 12569 | Alan Jostock | | WNB Financial | -1,865.50 |
| Bill Pmt -Check | 01/22/2026 | 12570 | DVS Renewal | | WNB Financial | -42.50 |
| Bill Pmt -Check | 01/22/2026 | 12571 | Freeborn County SWCD | | WNB Financial | -98.32 |
| Bill Pmt -Check | 01/22/2026 | 12572 | Goodhue County SWCD | | WNB Financial | -175.00 |
| Bill Pmt -Check | 01/22/2026 | 12573 | HBC | | WNB Financial | -105.04 |
| Bill Pmt -Check | 01/22/2026 | 12574 | Hunter Farms LLC | | WNB Financial | -500.00 |
| Bill Pmt -Check | 01/22/2026 | 12575 | Insty-Prints of Winona | | WNB Financial | -1,765.88 |
| Bill Pmt -Check | 01/22/2026 | 12576 | Jennifer Wahls-C | | WNB Financial | -4,425.00 |
| Bill Pmt -Check | 01/22/2026 | 12577 | MACDE | | WNB Financial | -125.00 |
| Bill Pmt -Check | 01/22/2026 | 12578 | MASWCD | | WNB Financial | -7,654.59 |
| Bill Pmt -Check | 01/22/2026 | 12579 | MCT | | WNB Financial | -10,575.00 |
| Bill Pmt -Check | 01/22/2026 | 12580 | Mittel Schule, Inc. | | WNB Financial | -1,650.00 |
| Bill Pmt -Check | 01/22/2026 | 12581 | Olmsted County Public Works | | WNB Financial | -12,530.53 |
| Bill Pmt -Check | 01/22/2026 | 12582 | Olmsted SWCD | | WNB Financial | -718.96 |
| Bill Pmt -Check | 01/22/2026 | 12583 | Richard Heil-a | | WNB Financial | -288.70 |
| Bill Pmt -Check | 01/22/2026 | 12584 | Rochford Langins Jarstad Law Offices | | WNB Financial | -1,923.75 |
| Bill Pmt -Check | 01/22/2026 | 12585 | University of Wisconsin-River Falls | | WNB Financial | -1,818.22 |
| Bill Pmt -Check | 01/22/2026 | 12586 | Wabasha County Highway Department | | WNB Financial | -70.89 |
| Bill Pmt -Check | 01/22/2026 | 12587 | Winona City Planning & Environmental Serv. | | WNB Financial | -2,426.89 |
| Jan 22, 26 | | | | | | 49,285.51 |
| January Insurance Premiums | | | | | | |
| January Insurance Premiums | | | | | | |
| February 2026 Premium | | | | | | |
| 2024 WQCP 381.92, WILAC WRA 75 337.04 | | | | | | |
| 4th Qtr 2025 MAWQCP TTA Expenses | | | | | | |
| Envirothon Dues 2026 | | | | | | |
| Internet Services 1-02 to 2-01-2026 | | | | | | |
| Forest Stand Improvement 2024WAGZ-WC-13 | | | | | | |
| Printing 2024 - Jan/Feb Newsletter | | | | | | |
| Federal -FY25 DNR LSR TTT Grant-Dec | | | | | | |
| MACDE 2026 Membership for 5 Employees | | | | | | |
| MASWCD FY 2026 Dues | | | | | | |
| PC & Workers Comp Renewal for 1-1-2026 to 1-01-2027 | | | | | | |
| February 2026 Rent | | | | | | |
| G. Klinge December Salary, MAWQCP Expenses | | | | | | |
| MAWQCP 381.92, WILAC WRA 75 337.04 | | | | | | |
| 25-CC-1 Brush Management | | | | | | |
| David & Carol Hager Living Trusts - RIM Easement | | | | | | |
| WIC Analysis of Water Samples June 18 - December 19, 2025 | | | | | | |
| Dec gas - 29.87 gallons @ 2.373/gal | | | | | | |
| 9/23 - 12/03/2025 WRAPS Proj expense hrs | | | | | | |

Location Premium Detail JAN for Wabasha Soil and Water Conservation District



**Minnesota
Healthcare
Consortium**
The Minnesota Healthcare Consortium is a non-profit organization that provides a wide range of services to health care providers and plans across the state.

| Location | Prepared | Billing Period |
|--|------------|-----------------------------|
| Region - SESC Wabasha Soil and Water Conservation District 611 Broadway Ave - Suite 10B Wabasha, MN 55981 | 01/19/2026 | February 2026 Final Invoice |

| Remit Payment to: | Payment Due Date | Current Total Premiums Due |
|-----------------------------------|------------------|----------------------------|
| Your Regional Service Cooperative | 02/01/2026 | \$5,222.34 |

CURRENT

| Employee/Plan | Tier | Coverage | Employee Premium | Company Premium | Total Premium |
|---------------|------|----------|------------------|-----------------|---------------|
|---------------|------|----------|------------------|-----------------|---------------|

Active

ABTS, KATELYN LL

| | | | | | |
|----------------------------------|-----------------|--------|--------|--------|------------|
| 52213 CompleteHealth ASO 1000-20 | EMP | \$0.00 | \$0.00 | \$0.00 | \$1,206.16 |
| | Employee Totals | \$0.00 | \$0.00 | \$0.00 | \$1,206.16 |

CERWINSKE, SUSAN K

| | | | | | |
|-------------------------------|-----------------|--------|--------|--------|------------|
| 52211 Passport ASO 3500-0 HSA | FAM | \$0.00 | \$0.00 | \$0.00 | \$2,922.86 |
| | Employee Totals | \$0.00 | \$0.00 | \$0.00 | \$2,922.86 |

POMIJE, DEANNA L

| | | | | | |
|-------------------------------|-------------------------|--------|--------|--------|------------|
| 52211 Passport ASO 3500-0 HSA | EMP | \$0.00 | \$0.00 | \$0.00 | \$1,093.32 |
| | Employee Totals | \$0.00 | \$0.00 | \$0.00 | \$1,093.32 |
| | Active Current Total | \$0.00 | \$0.00 | \$0.00 | \$5,222.34 |
| | Location Current Totals | \$0.00 | \$0.00 | \$0.00 | \$5,222.34 |

ADJUSTMENTS

ADJUSTED TOTALS

| | | | | |
|--------------------------|-----------------------|--------|--------|------------|
| Location Adjusted Totals | \$0.00 | \$0.00 | \$0.00 | \$5,222.34 |
| | Current Total Premium | | | \$5,222.34 |
| | Billing Fees | | | \$0.00 |
| | Adjustment Total | | | \$0.00 |
| | Misc Fees | | | \$0.00 |
| | Location Adjustment | | | \$0.00 |
| | Current Total Due | | | \$5,222.34 |

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01/20/2026

February 2026 Final Invoice

Medi - Buy up

+ 12.00

5,234.34

Location Premium Summary JAN

| Client | | Location | | Billing Period | | Prepared | | |
|---------------|-----------------------------|--|-------|-----------------------------|------------|------------|--------|-------|
| Group Class | | Wabasha Soil and Water Conservation District | | February 2026 Final Invoice | | 01/19/2026 | | |
| Benefit | Plan | Tier | Count | Volume | Premium | Count | Volume | Total |
| Active | | | | | | | | |
| Medical | 52211 Passport ASO | EMP | 1 | \$0.00 | \$1,093.32 | 0 | \$0.00 | 1 |
| | 3500-0 HSA | | | \$0.00 | \$2,922.86 | 0 | \$0.00 | 1 |
| | 52211 Passport ASO | FAM | 1 | \$0.00 | | | \$0.00 | |
| | 3500-0 HSA | | | \$0.00 | | | \$0.00 | |
| | 52213 CompleteHealth | EMP | 1 | \$0.00 | \$1,206.16 | 0 | \$0.00 | 1 |
| | ASO 1000-20 | | | \$0.00 | | | \$0.00 | |
| | Subgroup "Medical" Totals | | 3 | \$0.00 | \$5,222.34 | 0 | \$0.00 | 3 |
| | Group Class "Active" Totals | | 3 | \$0.00 | \$5,222.34 | 0 | \$0.00 | 3 |
| | Grand Totals | | 3 | \$0.00 | \$5,222.34 | 0 | \$0.00 | 3 |

| Location Buy Up Detail JAN Invoice | | | | | | | | | |
|------------------------------------|---------------------|--|--|-----------------------------|--------|------------|---------|-------------|------------|
| Client | | Vendor | | Billing Period | | Prepared | | | |
| Minnesota Healthcare Consortium | | Medica | | February 2026 Final Invoice | | 01/19/2026 | | | |
| PLEASE PAY THIS AMOUNT | | | | \$12.00 | | | | | |
| SSN/ID | Employee | Location | ASO Fee Group | Count | EAP | Invest | Results | Retro Month | Retro Type |
| "XXX-XX-XXXX" | ABTS, KATELYN LL | "Wabasha Soil and Water Conservation District" | Wabasha Soil and Water Cons. | 1 | \$0.00 | \$4.00 | \$0.00 | | |
| "XXX-XX-XXXX" | CERWINSKIE, SUSAN K | "Wabasha Soil and Water Conservation District" | Wabasha Soil and Water Cons. District 52213 Single | 1 | \$0.00 | \$4.00 | \$0.00 | | |
| "XXX-XX-XXXX" | POMIJE, DEANNA L | "Wabasha Soil and Water Conservation District" | Wabasha Soil and Water Cons. District 52211 Family | 1 | \$0.00 | \$4.00 | \$0.00 | | |
| | | | Wabasha Soil and Water Cons. District 52211 Single | 1 | \$0.00 | \$12.00 | \$0.00 | | |
| | | | Sub Totals | 3 | \$0.00 | \$12.00 | \$0.00 | | |
| | | | Grand Totals | 3 | \$0.00 | \$12.00 | \$0.00 | | |

Katelyn Abts – December 2026 Board Report

Programs

Wabasha Well Inventory

- More well inventory forms mailed in since last month
- Working on assigning billion numbers to wells
- Made a Private Well Owner Notice featuring articles about Well Sealing, Well Inventory and Elevated levels of Manganese in the area – yet to be mailed

WAGZ (Greater Zumbro)

- New tracker up and running – projects entered
- 1 woodland stewardship plan done but waiting on technical assistance provider sign off on payment voucher

Conservation Contracts

- 1 612 (Tree and shrub establishment) project in the planning stage

Continuous CRP Payment Incentive Contracts – Lesser Sams Outdoor Heritage Council

- Last incentive payments mailed out to producers

RCPP

- 1 project with 612 (tree and shrub establishment) and 327 (conservation cover) in the planning stage
- 1 project with 612, 327 and 666 (forest stand improvement) in the planning stage
- 1 project with 327 in the planning stage

Envirothon

- St. Felix has expressed interest in sending a junior team to Envirothon 2026

Other

Tree Sale

- 4,975 trees, 455 tree tubes and 50 tree mats sold since the sale began

Report to the Wabasha SWCD Board – **Jan. 22, 2026**

Deanna Pomije, Soil Health Nutrient Management Specialist

Nutrient Management Work:

- The Comprehensive Nutrient Management Plan (CNMP) 390 acres for Ted & Colby Mehrkens for EQIP, collaborating with Kate Bruss, TSA and reviewer Aaron Janz, NRCS. Made revisions to their field nutrient budgets and rotational NMP. NRCS reviewing final plan. Final approval should be pending shortly. I plan to also complete a Manure Management Plan for them as required by MPCA & their annual 2026 manure management plan.

Soil Health Work:

Cover Crops:

Working to finalize the 2025 cover crop certification for a few final contracts. One processed this month, another planned for Feb. and a final one in spring. Working to compile 3 completed cover crop plans for Aaron Janz, NRCS to review for requesting job approval authority, JAA.

Continuing with 2026 cover crop planning and contracting as people are willing to plan ahead. This involves discussions with producers on their operation specifics and how cover crops fit into them to improve their soil health. USDA compliance reviews and NRCS program duplicate checks. Developing a contract and seeding plan. Working with clients to determine fields to be planted and make decisions on seed mixes.

Year End Reporting:

Uploaded eligibility/ practice/ payment documents for our 23 RCPP contracts that have been paid out on already. These are all cover crop contracts; 8 of which are fully completed. The remaining are multi-year contracts. Uploaded practice certification documents onto the WinLaC and WAGZ shared sites. Learned the new mapping reporting process for WAGZ and started reporting there.

2026 RCPP contract planning:

- **Jan. RCPP batching for 2026** – 4 applications in development, cover crops & conservation cover
 - Batching to be determined

Outreach & Meetings:

MDA Grant remote meeting on 1/14 to discuss suggestions to improve the new MPCA manure management online software. George Schwint, MPCA, was present to hear these suggestions and discuss if some fixes could be incorporated into the tool. Some concerns were just bugs and others were considerable fixes that may take some time. They are 2

years out on incorporating new things into the tool. MPCA is still working with NRCS to incorporate their nutrient management requirements into the tool. This is expected to take a while.

Winona SWCD is planning March 12 at their tech. college to host training for producers wanting to do their own manure management plans using the new MPCA online software. I'm planning to send out another postcard to targeted livestock producers on this Winona training and offer my assistance in nutrient management.

Coffee 'n Conservation, coordination with Ella:

Next gathering is planned for Tue. Jan. 27 @ 11:30 am at the Blacktop Bar in Elgin –
Topic: Manure Management

- 1 producer attended our Dec. 29 gathering, low attendance possibly due to weather and the Holidays.
- 28 total to-date new producers / landowners in attendance
- Great conversation around a variety of conservation topics: erosion, nutrient management, cover crops, tillage, weed control & manure composting.
- Flyer review, call producers for attendance

January Board Report

Ella Jurgerson- Conservation Planning and Outreach Tech

Soil Health:

- Start work on 2026 Cover Crop projects that are continuing from 2025
- I submitted my request for JAA in cover crops to Aaron Janz so worked on compiling my documentation for him, I was then granted Level 2 JAA for cover crops, which will give me authority to sign off on many contracts we get here at the SWCD for cover crops. Me having my JAA will help speed along the planning process for cover crops here and get conservation on the ground faster for producers.
- Have been doing training with Dean Thomas for cover crops at least once a month, learning more about species selection for various resource concerns and planning for specific resource concerns and goals.
- Worked on a No-Till contract for RCPP that will start this spring

Outreach:

-started planning for 5th grade conservation day and conservation cube drop off. Have been coordinating with area school for what day will work best for them for both conservation day and cube drop off. Right now, it sounds like May 13th is going to be the best option for everyone for conservation day.

-Planning our next coffee and conservation and informing area farmers of the event, the topic for January is Manure Management

-Worked on Jan/Feb Newsletter which has now been sent out

Reporting:

-have been working on final reporting for 2025. I have been doing pollution reductions for cover crops and then entering on BWSR's "Elink" which keeps track of our grants.

-All cover crop contracts have been paid out besides one so I have been able to get the final figure of pollution reductions, and the impact cover crops had this year in our county, that is attached to this report. Pollution reduction values are acquired through a calculator which is based on HUC 12 level watersheds within the county. I then used various online calculators to try and make a comparison of the pollution reduction values to things we may be more familiar with in the agricultural industry; these are all approximate figures.

Training:

- I continue to work on my Conservation planner 1 training by doing online modules, I am 75% complete with the online modules. Once these modules are completed, I will do a 1-week course in July to get my certification.

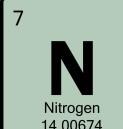
Wetland Conservation Act:

- A good amount of my time has been spent working on a restoration order for an ongoing wetland violation.
- Spent time working on WCA application for the Wabasha barge facility and communicating with the City of Wabasha regarding that application.

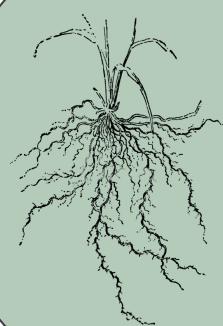
2025 WABASHA COUNTY COVER CROP RECAP

In 2025 there was **4,000 Acres** of cover crops planted that were enrolled in one of our programs

Of the cover crops planted **28** contracts were for a single species plantings and **26** were for a muti-species plantings

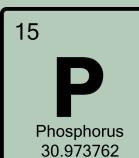


In 2025 **26,232.5 lbs** of Nitrogen was reduced from entering local waterways by implementation of cover crops



Sediment

In 2025 **2,294.19 tons** of sediment was reduced from entering local waterways by implementation of cover crops



In 2025 **2,678.49 lbs** of Phosphorus was reduced from entering local waterways by implementation of cover crops



Groundwater

Of the planted Acre's **3,819.80 Acres** were planted in vulnerable groundwater areas

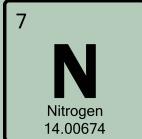


In 2025 we worked with **42 Producers** to plan cover crop plantings

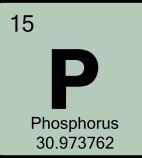
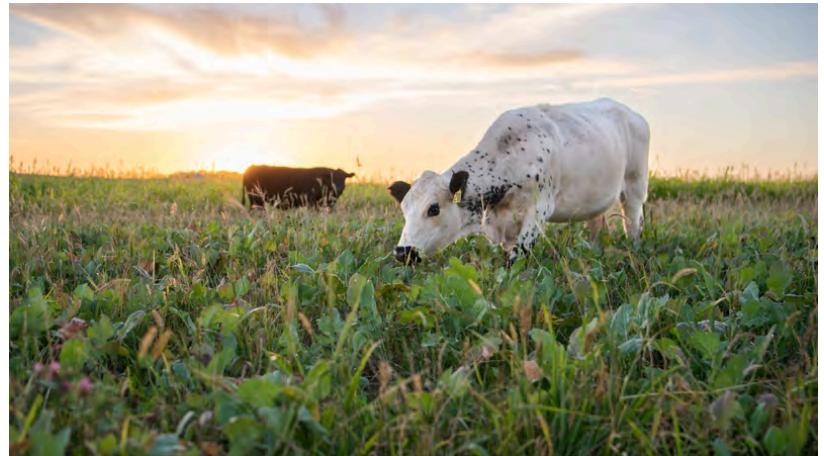


35,275 lbs of Nitrate was reduced from entering groundwater by implementation of cover crops

HOW DO THESE VALUES COMPARE TO COMMON AG MATERIALS?



26,232.5 lbs of nitrogen is equivalent to approximately **57,000 lbs** of Urea



2,678.49 lbs of Phosphorus is equivalent to about **292.1 tons** of stockpiled feedlot manure or **1,533.54 tons** of Dairy Manure



2,294.19 tons of sediment is equivalent to **140-190 dump truck loads**

NO₃⁻
35,275 lbs of Nitrate is equivlant to about **78,389 pounds** of commercial ammonium nitrate fertilizer

The above comparisons were obtained through use of various online calculator tools and are just an estimate for the equivalency of nitrogen, phosphorus, sediment, and nitrate values to products used in agricultural practice. These comparisons are a helpful way to visualize the impact that cover crops can have on water quality and soil health.

2026
Board Policy, Operating Rules, Guidelines, and Bylaws



Wabasha Soil and Water Conservation District

Board of Supervisors

2026

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 TRANSACTION 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 I03C.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 date, 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 parities 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 procedures103c. 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: _____

Resolution 01222026-1

A Resolution for E-Link Financial Reporting

2026

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 01222026-2

A Resolution to Designate the Official Newspaper

For Wabasha Soil and Water Conservation District

2026

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 2026 be The Lake City Graphic.

Board Chair

Date

Resolution 01222026-3

A Resolution to Designate the Official Bank Depositories for Wabasha Soil and Water Conservation District for 2026

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 01222026-4

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

2026

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 Klenner

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 01222026-5

A Resolution to Set Board Supervisor Per Diem and Mileage Rates for 2026

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 2026 per diem and mileage rates at the mandated maximum allowable level of \$125/day per diem and \$.725 /mile (IRS Rate) for Board Supervisors

Board Chair

Date

BWSR Grants Signature Authority

Wabasha SWCD

Resolution 01222026-6

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

Amendment to Resolution

01222026-7

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 01222026-8

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

Resolution 01222026-9

A Resolution Designating Signature Authority for

Terri Peters, District Manager for SWCD

2026

Whereas:

Wabasha Soil and Water Conservation District (SWCD) board designates Terri Peters signature authority to sign the RCPP batching before the monthly board meeting.

Be it resolved:

That the Wabasha SWCD Board of Supervisors grant signature authority to Terri Peters to sign the RCPP batching before the monthly board meetings.

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 TO TERMINATE THE WHITEWATER JOINT POWERS BOARD
AND TERMINATE AND WITHDRAW FROM THE WHITEWATER JOINT POWERS BOARD AGREEMENT**

- I. **WHEREAS**, the counties of Olmsted, Wabasha, and Winona, Minnesota, and each of their Soil and Water Conservation Districts entered into the Whitewater Joint Powers Board Agreement on August 12, 1987, as amended June 6, 1989, May 9, 1995, and February 28, 2019 (the “JPB Agreement”); and
- II. **WHEREAS**, the JPB Agreement established the Whitewater Joint Powers Board for the purpose of carrying forward the Whitewater River Watershed Project’s mission to nurture a land stewardship ethic amongst those that live, work, and recreate in the watershed. The project focuses on improving water quality, reducing sedimentation and flooding, and improving plant and animal habitat; and
- III. **WHEREAS**, under the JPB Agreement, Olmsted, Wabasha, and Winona counties and their Soil and Water Conservation Districts have successfully cooperated for over 38 years to promote the Whitewater River Watershed Project’s mission; and
- IV. **WHEREAS**, the parties now recognize that the State of Minnesota has moved towards the “One Watershed, One Plan” (1W1P) as the primary framework for supporting local water planning efforts, conservation implementation, and funding that will carry forward the mission of the Whitewater River Watershed Project; and
- V. **WHEREAS**, regional grant opportunities for the Whitewater Joint Powers Board are diminishing, while local watershed groups and other regional organizations are increasingly in a better position to receive grants and carry out the activities related to local water protection that support the mission of the Whitewater River Watershed Project; and
- VI. **WHEREAS**, the parties to the JPB Agreement have determined that, due to these changing circumstances, the Watershed Project’s mission can now best be achieved by terminating the Whitewater Joint Powers Board and terminating and withdrawing from the JPB Agreement so that available resources can better align with the opportunities available under the 1W1P framework; and
- VII. **WHEREAS**, Paragraph I(E) of the JPB Agreement provides that, “*the Whitewater Joint Powers Board and this Agreement shall remain in existence until there is an affirmative vote to terminate existence by two-thirds (2/3) of the then-member Counties and Districts;*” and
- VIII. **WHEREAS**, at the November 25, 2025 meeting, the Joint Powers Board Members present, representing the three Counties and three Soil and Water Conservation Districts, voted 4 - 0 in support of terminating the Joint Powers Board and terminating the JPB Agreement;

NOW, THEREFORE, BE IT RESOLVED: that the Winona County Board of CommissionersWabasha County Soil & Water Conservation District supports and adopts the Whitewater Joint Powers Board’s recommendation at its November 25, 2025, meeting that each County and Soil and Water Conservation

District who is a party to the JPB Agreement, vote to terminate the Whitewater Joint Powers Board and terminate and withdraw from the JPB Agreement upon the following terms:

1. The parties each agree they shall cooperate in good faith to wind down the activities of the Joint Powers Board in accordance with all applicable Federal, State and local laws, statutes, ordinances, rules and regulations.
2. Pursuant to Paragraph F of the JPB Agreement, the winding down of the Joint Powers Board shall include allocating any unexpended funds and surplus property to the JPB Agreement-parties in a ratio consistent with each party's contributions. These allocations will be made by the Whitewater Joint Powers Board members after all financial transactions are completed, such as a final audit.

Wabasha County Soil and Water Conservation District

CERTIFICATION

State of Minnesota

Soil and Water Conservation District, Wabasha County

Lynn Zabel, Board Chair

I do hereby certify that the foregoing resolution is a true and correct copy of a resolution presented to and adopted by the Wabasha County Soil and Water Conservation District at a duly authorized meeting thereof held on _____

Cow Calf Days™

2026 Seminar Tour & Trade Show

Oronoco, MN

February 12, 2026 @ 5:30 PM

Rossmann Farms

7000 70th St. NW

Tony 507.259.2174 or Michelle 507.206.7986

Complimentary Meal and Materials Thanks to our Generous
Sponsors!

Topics

A Resurgence of Long-Lost Problems

Dr. Angie Varnum

U of M Beef Team

Mineral Nutrition for Cows and Calves

Alisha Klemme

U of M Beef Team

Beef Research Update

Dr. Eric Mousel, Esq.

U of M Beef Team

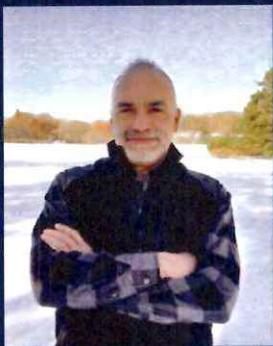
Eric Mousel | 218.513.0781 | emmousel@umn.edu



UNIVERSITY OF MINNESOTA EXTENSION

CATTLE FEEDER DAYS

A Roundtable Discussion with Q & A



DiCostanzo



Pritchard



Smith



Kafka

Complimentary meal will be served.

February 12, 2026 – Rossmann Farms, Oronoco, MN

4:00 PM – Social and Cattle Viewing

4:30 PM – Roundtable with supper at 5:45 PM

Cow Calf Days[©]

Seminar Tour & Trade Show

Sponsorship & Vendor Form

Company/Organization: Wabasha SWCD

Contact Person(s): Terri Peters

Title: District Manager

Address: 611 Broadway Ave, Suite 10B

City, State, Zip: Wabasha, MN 55981

Phone: 651-560-2044

Email: terri.peters@mn.nacdnet.net

Need Invoice: Yes X 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. 218.513.0781, 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 Oronoco, MN Fosston, MN Iron Junction, MN

Starbuck, MN LeSueur, MN Warroad, MN Pipestone, MN

Staples, MN



611 Broadway Avenue, Suite 10
Wabasha, MN 55981
Phone: (651) 565-4673

**AGREEMENT BETWEEN
THE WABASHA COUNTY
SOIL AND WATER CONSERVATION DISTRICT
AND
OLMSTED COUNTY SOIL AND WATER CONSERVATIONJ DISTRICT**

This AGREEMENT is between the Wabasha County Soil and Water Conservation District (hereinafter referred to as "the District"), 611 Broadway Ave., Suite 10, Wabasha, MN 55981 and Olmsted County Soil and Water Conservation District (SWCD) (hereinafter referred to as "the Subrecipient").

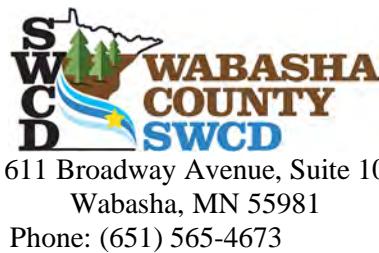
I. STATEMENT OF PURPOSE

The purpose of this AGREEMENT is to clarify the roles and responsibilities of the parties regarding the delivery of the Minnesota Agricultural Water Quality Certification Program (hereinafter referred to as 'MAWQCP' or the Project") made possible by the State of Minnesota Department of Agriculture.

II. SCOPE OF SERVICES AND SPECIFIC DUTIES

The District has agreed to provide funding to the Subrecipient for Implementation of the Project. The Subrecipient will complete the duties described as follows: **Employment & Supervision of a full-time qualified Area Certification Specialist, including related items such as wages & benefits, motor pool expenses, printer & equipment, office space, and internet.** The Subrecipient will be open to the addition of new staff should there be a need to accomplish the project workload and funding is available by the District. Subject to approval by the authorized representative of the District, the Subrecipient may modify these duties through a written addendum to this Agreement which is signed by both parties.

The Area Certification Specialist position duties will include but not be limited to the following: Provide training to local conservation staff on use of the assessment tool; Provide leadership in Southeast Minnesota and the State for program implementation and training in new and existing policies. Ensure consistency and compliance of State (MDA) program policy and implementation; Meet with applicants/producers to gather required data to perform the requirements of the assessment tool and field verification; Review,

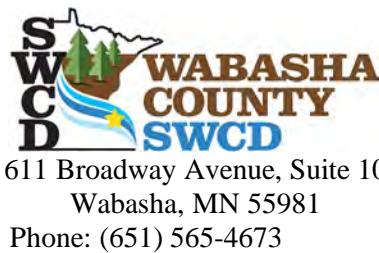


sign, track and upload to the MDA all certifications performed in SE MN prior to certification; Coordinate with all local, regional and state support staff in promotion of MAWQCP; Assist with outreach to regional partners (agricultural stakeholders); Solicit feedback from local conservation staff and landowners participating in MAWQCP to improve the certification process; Train and supervise new Conservation Corp personnel, intermittent MDA staff and dedicated SWCD staff currently funded by the Program; Participation in regional educational and promotional activities; Promote, coordinate, and provide all required producer materials and data to NRCS for implementation of the RCPP Ag Certainty EQIP Funding Program. Promote, review, verify, track, and submittal to MDA all required documentation for producers seeking funding through the Department of Agricultures' MAWQCP Grant Program; Promote, review, field verify and track Certifications provided by Land O Lakes (Sustain Program) and submittal of these to the MDA; Perform required audits of previously certified farms and provide documentation to MDA of compliance or needed amendments.

The services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Subrecipient's profession currently practicing under similar conditions

III. PAYMENT TERMS AND REPORTING REQUIREMENTS

- A. REPORTING.** The Subrecipient will submit reports to the District documenting progress toward completion of the project at a minimum of quarterly or more frequently if requested by the District. The District will provide the Subrecipient a format for all reports approximately one month prior to the date on which reports are due.
- B. TERM.** The Subrecipient may expend grant funds toward completion of the Project between the dates of **January 1, 2026 and December 31, 2027**, or until all work under this Agreement is completed and payments made, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement. Funds can be expected retroactively within the dates above regardless of the final signing date of this agreement by all parties.



- C. AMOUNT.** During the term of this agreement, the Subrecipient may bill the District for up to \$291,200.00 for ACS Salary and Benefits, \$10,000 for ACS Travel, and \$7,000 for ACS Office, Communication, & Supplies per attached budget.
- D. PAYMENT SCHEDULE.** Upon execution of Agreement the Subrecipient may present quarterly itemized invoices to the District for work actually performed and the supporting documentation.

Upon acceptance of the invoiced work by the State's Authorized Representative, and upon receipt of payment from the MDA, and within five working days of receipt of payment, the District will process reimbursement to the Subrecipient

Invoices for payment will be sent at a minimum of monthly to:

Terri Peters, District Manager
Wabasha County Soil and Water Conservation District
611 Broadway Ave., Suite 10
Wabasha, MN 55981
Phone: (651)560-2044

Email: terri.peters@mn.nacdnet.net, or his/her successor.

- E. CANCELLATION AND REVOCATION** If, upon review the District determines that the Subrecipient has not made satisfactory progress toward performing the agreed upon services and duties, the District may cancel the Agreement. In the event of cancellation, the Subrecipient is entitled to payment for work satisfactorily performed up to the date of cancellation.

IV. CONTRACT CLAUSES

- A. OWNERSHIP OF PROJECT MATERIALS.** All materials prepared or developed by the Subrecipient hereunder, including documents, notes, reports, data, and samples shall become the property of the District when prepared, whether delivered to the District or not, and shall be delivered to the District upon request. The District will be responsible for responding to any data practices requests pertaining to this data.
- B. CHANGES.** The District may at any time issue written directions requiring additional work within the Work Plan and any amendments thereto, or directing the addition of, omission of, or variation in Work. If such direction



611 Broadway Avenue, Suite 10
Wabasha, MN 55981
Phone: (651) 565-4673

results in a material change in the amount or character of Work, Subrecipient will prepare a scope of Work and cost estimate and forward it to the District's representative. The District may issue the Subrecipient notice to proceed with this change or request an alteration in the scope of Work, or not authorize the Work.

C. INDEMNIFY OR HOLD HARMLESS. Subrecipient shall indemnify the District, its directors, officers, employees, and agents against damages, penalties, costs, or expenses incurred in connection with any alleged violation of any federal, state, or local law or regulation regulating the Work performed hereunder or any part thereof. Subrecipient agrees to indemnify and hold harmless the District, its directors, officers, employees, and agents against and from loss, claims, or suits, including costs and attorneys' fees, for, or on account of injury, bodily or otherwise, or death, of persons, or damage to or destruction of property belonging to the District or others arising out of the negligent performance of the Work hereunder by the Subrecipient.

Subrecipient shall, in no event, be liable for loss or damage attributable to the District or its representatives or agents. Subrecipient's liability shall be limited by the provisions of Minnesota Statutes Chapter 466 or other applicable law. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (Including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

D. INSURANCE REQUIREMENTS. The Subrecipient shall purchase, provide and maintain, at its own expense, such insurance as will protect the Subrecipient from claims set forth below.

Proof of such insurance shall be furnished to WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT **prior to the commencement of any work** and shall be maintained throughout the life of this contract and shall be evidenced by the carrier's certificates, filed with the WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT.

The Subrecipient shall supply the WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT with a list of subcontractors and shall verify and take responsibility for the subcontractor's proof of insurance

Insurance shall be in force the first day of the Contract.



611 Broadway Avenue, Suite 10
Wabasha, MN 55981
Phone: (651) 565-4673

Insurance shall not be canceled, limited in scope of coverage or non-renewed until after Thirty (30) days written notice has been given to

Olmsted County SWCD
1188 50th Street SE
Rochester, MN 55904

It is agreed that any insurance maintained by the WABASHA SOIL AND WATER CONSERVATION DISTRICT will not contribute with, insurance provided by this policy.

The Subrecipient shall not commence work until the Subrecipient has obtained required insurance and where labor and material are involved, filed an acceptable certificate of insurance with the WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT. All insurance policies shall be open to inspection by the WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT, and copies of policies shall be submitted to the WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT upon written request. The WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT is added as an additional insured. **The insurance certificate shall specify "Wabasha County Soil and Water Conservation District" and the project name.** If Subrecipient is a public entity, Subrecipient may be permitted to provide proof of comparable self-insurance coverage in lieu of conventional private insurance coverage.

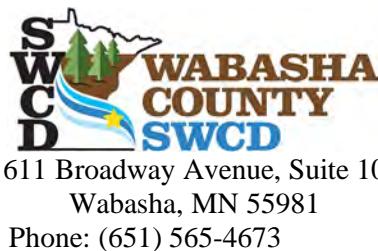
COMPREHENSIVE GENERAL LIABILITY

A single or combined limit occurrence based general liability insurance policy, which shall include a broad form comprehensive liability endorsement and a contractual endorsement, which shall include the following coverages at a minimum:

Bodily Injury/Property Damage: \$ 500,000 per person
\$1,500,000 per occurrence

AUTOMOBILE LIABILITY

A single or combined limit auto liability insurance policy for all owned, non-owned and hired vehicles, if any, using the provision of services under this contract, which shall include the following coverages at a minimum:



Bodily Injury/Property Damage \$ 500,000 per person
\$1,500,000 per occurrence

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Subrecipient shall procure and maintain a policy that at least meets Minnesota statutory minimum and is covered for work in Minnesota.

The above subparagraphs establish minimum insurance requirements, and it is the sole responsibility of the Subrecipient to purchase and maintain additional insurance that may be necessary in connection with this contract.

- E. NONASSIGNMENT.** Subrecipient shall not assign this Agreement nor delegate or subcontract any of the Work to be performed without the Board's written consent. If assignment, delegation, or subcontract work is with such consent, it shall not relieve the Subrecipient from its responsibility for the performance of any of its obligations hereunder.
- F. COMPLETE AGREEMENT.** This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understandings, agreements and representations. There are no oral or written understandings, agreements or representations not specified herein.
- G. INDEPENDENT CONTRACTOR STATUS.** Subrecipient is an Independent Contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures between the parties. Subrecipient will be responsible for any federal or state taxes applicable to this payment. No tenure or any rights or benefits, including workers' compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, Public Employment Retirement Association or other benefits available to Subrecipient employees, shall accrue to WABASHA SOIL AND WATER CONSERVATION DISTRICT or its employees performing services under this Agreement.
- H. WORKER HEALTH, SAFETY, AND TRAINING.** Subrecipient shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Subrecipient shall

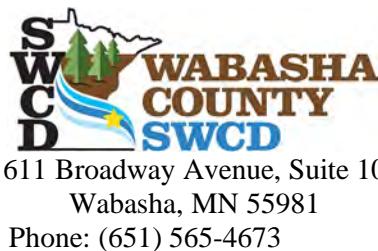


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make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Subrecipient shall ensure all personnel of Subrecipient and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Subrecipient shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Subrecipient

- I. LEGAL COMPLIANCE.** Non-Discrimination. During the performance of this Contract, the Subrecipient shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, familial status disability, public assistance, age, sexual orientation, or local human rights commission activity. The Subrecipient will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination because of their race, color, creed, religion, national origin, sex, marital status, familial status disability, public assistance, age, sexual orientation, or local human rights commission activity. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post notices in conspicuous places, available to employees and applicants for employment, which set forth the provisions of this nondiscrimination clause.

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, sex, marital status, familial status disability, public assistance, age, sexual orientation, or local human rights commission activity. No funds received under this Contract shall be used to provide religious or sectarian training or services. The Subrecipient shall comply with any applicable federal or state law regarding nondiscrimination in the delivery of any contracted products or services to the WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT, its employees and agents and members of the public whom it serves



Subrecipient and WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted.

- J. DATA PRIVACY.** For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Subrecipient in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy. If Subrecipient is performing a governmental function as defined in Minn Stat. Section 13.05, Subd. 11 as part of its contract duties and it is not a governmental entity, it must comply with those requirements as if it were a governmental entity. The remedies Minn. Stat. Section 13.08 apply to the Subrecipient. Subrecipient does not have a duty to provide access to public data to the public if the public data are available from the WABASHA SOIL AND WATER CONSERVATION DISTRICT, except as required by the terms of this Contract. All subcontracts shall contain the same or similar data practices compliance requirements.
- K. BUSINESS RECORDS.** Subrecipient shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Subrecipient's profession. Subrecipient shall maintain such records for at least 6 years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT shall have the right to audit and review all such documents and records at any time during Subrecipient's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT and either the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute 16C.05, subd 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract
- L. FORCE MAJEURE.** Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of God,



611 Broadway Avenue, Suite 10
Wabasha, MN 55981
Phone: (651) 565-4673

unusually severe weather, terrorism, war, acts of public authorities other than WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.

- M. WAIVER.** The failure of WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT or Subrecipient to enforce one or more of the terms or conditions of the Contract or to exercise any of its rights or privileges, or the waiver by either party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.
- N. NOTICES.** All official notices shall be sufficiently given when delivered or mailed, certified mail, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

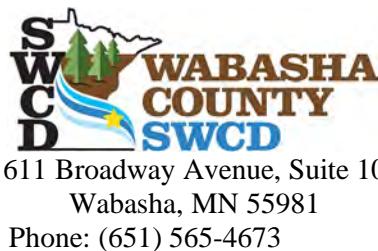
For the WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT:

**Wabasha County Soil and Water Conservation District
611 Broadway Ave., Suite 10
Wabasha, MN 55981**

For the Subrecipient:

**Olmsted County Public Works
Purchasing
2122 Campus Drive SE, Suite 200
Rochester, MN 55904**

- O. INTERPRETATION, JURISDICTION, AND VENUE.** All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota. Both parties hereby consent and submit to the jurisdiction of the appropriate courts of Minnesota or of the United States having jurisdiction in Minnesota for adjudication of any suit or cause of action arising under or in connection with the contract documents, or the performance of such contract, and agrees that any such suit or cause of action may be brought in any such court.



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- P. SEVERABILITY.** The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
- Q. AGREEMENT TO MEDIATE DISPUTES.** In the event that any dispute arises between the parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the parties may agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute.

Any party to the dispute may give written notice to the other party of his or her desire to commence mediation, and a mediation session must take place within [30] days after the date that such notice is given.

The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within [7] days after a party has given notice of a desire to mediate the dispute, any party may apply to any organization or person agreed to by the parties in writing, for appointment of a mediator.

The parties further agree to share equally the costs of the mediation, which costs ~~will~~not include costs incurred by a party for representation by counsel at the mediation.

R. DEFAULT AND TERMINATION

The District or Subrecipient may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

Either party by written notice of default (including breach of contract) to the other party may terminate the whole or any part of this agreement if the other party fails to perform any of the provisions of this contract, and after receipt of written notice from the first party, fails to correct such failures within a period of 10 days or such longer period as the first party may authorize in writing after receipt of notice from the first party specifying such failure.



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- S. MERGER CLAUSE.** This agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This agreement supersedes all prior negotiations, understandings, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective.

V. AGREEMENT EFFECTIVE DATE

This agreement is effective upon execution by all parties.

Approved and accepted for:

FOR THE WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Board Chair, Wabasha County SWCD

Date

FOR THE SUBRECIPIENT

DocuSigned by:

A handwritten signature in black ink that reads "Tony Hill". The signature is enclosed in a blue rectangular box.

B6EB37CE48224D3...

Tony Hill
Deputy Administrator

1/7/2026 | 5:06 PM CST

Date

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

| | | | | |
|---------------|-------------------|--|------------------------------------|-----------------------------------|
| Organization: | Contract Number: | Other state or non-state funds? | Amendment <input type="checkbox"/> | Canceled <input type="checkbox"/> |
| Wabasha SWCD | 2026WinLaC-Wab001 | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | Board Meeting Date(s): | Board Meeting Date(s): |

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

Applicant

| | | | |
|--------------------|------------------|-------------|----------|
| Land Occupier Name | Address | City/State | Zip code |
| Daniel H Miller | 60300 N Co Rd 14 | Kellogg, MN | 55945 |

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

Conservation Practice Location

| | | | | |
|----------------|---------------|------------|--------------|---------|
| Township Name: | Township No.: | Range No.: | Section No.: | 1/4,1/4 |
| Highland Twp | 109 | 11 | 12 & 1 | |

Contract Information

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

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 1 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
 2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
 3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
 4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:
- Plan must be prepared by a Department of Natural Resources (DNR) Certified Plan Writer and registered with the DNR
5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
 6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by , this contract will be automatically terminated on that date.
 7. Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier's signature indicates agreement to:

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

| | |
|---------|---|
| Date | Land Occupier |
| 1-21-26 | Danell M |
| Date | Landowner, if different from applicant |
| | Address, if different from applicant information: |

Conservation Practice

The primary practice for which cost-share is requested is

Woodland Stewardship Plan

| | | |
|------------------------------------|--|-----------------------------|
| Eligible Component Standard & Name | Engineered Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO | Total Project Cost Estimate |
| Woodland Stewardship Plan | Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | \$350.00 |

Technical Assessment and Cost Estimate

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

| | |
|------|-------------------------------|
| Date | Technical Assistance Provider |
|------|-------------------------------|

Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: 350/Plan

| Amount | Program Name | Fiscal Year |
|----------|--------------|-------------|
| \$350.00 | WinLac | 2026 |
| | | |
| | | |

| Date | Authorized Signature | Total Amount Authorized |
|------|----------------------|-------------------------|
| | | \$350.00 |

FLAT RATE BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

| | | | | |
|---------------|------------------|--|------------------------------------|-----------------------------------|
| Organization: | Contract Number: | Other state or non-state funds? | Amendment <input type="checkbox"/> | Canceled <input type="checkbox"/> |
| Wabasha SWCD | 2026WAGZ-WC-01 | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | Board Meeting Date(s): | Board Meeting Date(s): |

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

Applicant

| | | | |
|----------------------|----------------|------------|----------|
| Land Occupier Name | Address | City/State | Zip code |
| Allen & Janet Rahman | 104 6th Ave NE | Elgin, MN | 55932 |

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

Conservation Practice Location

| | | | | |
|-----------------|--------------|------------|-------------|---------|
| Township Name: | Township No: | Range No.: | Section No. | 1/4,1/4 |
| West Albany Twp | 110 | 12 | 35 | N |

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:

Plan must be prepared by a Department of Natural Resources (DNR) Certified Plan Writer and registered with the DNR
5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by 11/30/2026, this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier's signature indicates agreement to:

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

| | |
|---------|---|
| Date | Land Occupier |
| 1-16-26 | <i>Allen Rahman Jarat Rahman</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

Woodland Stewardship Plan

| | | |
|------------------------------------|---|-----------------------------|
| Eligible Component Standard & Name | Engineered Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO | Total Project Cost Estimate |
| Woodland Stewardship Plan | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | \$500.00 |
| | | |

Technical Assessment and Cost Estimate

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

| | |
|------|-------------------------------|
| Date | Technical Assistance Provider |
| | |

Amount Authorized for Financial Assistance

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

| Amount | Program Name | Fiscal Year |
|----------|--------------------------------|-------------|
| \$500.00 | WAGZ (watershed based funding) | 2026 |
| | | |
| | | |

| | | |
|------|----------------------|-------------------------|
| Date | Authorized Signature | Total Amount Authorized |
| | | \$500.00 |

| Soil Health RCPP 2026 Ranking / Batching | | | | | | | 1/22/2026 |
|--|----------------------|---|-----------------|-------|------------------|---|-----------|
| Contract # | Total Ranking Points | Practice (code) | Funding Request | Acres | Contracted Years | Comments | |
| 79-3-11 | 30 | Tree/Shrub Establishment (612) & Conservation Cover (327) | \$5,749 | 4.4 | 1 | \$600 \$600/acre (327), 50% plus \$1 for each tree (612) | |

Pending contract signatures, technical sign-off and eligibility reviews

Board Chair Signature

Notes on Approval:

Date