

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

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

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

**I. CALL MEETING TO ORDER**

**II. PLEDGE ALLEGIANCE**

**III. AGENDA**

**IV. PUBLIC COMMENTS**

Comments limited to 5 minutes per speaker

**V. CONSENT AGENDA -Board Action**

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

*Note: Tom Millers voucher payment last month of \$40,294.74 is the final payment instead of partial that was noted on New Business Letter I.*

- A. 2024 Data Practice Policy for Data Subjects
- B. 2024 Data Practice Policy for Members of the Public
- C. 2024 Request for release of data to government agency
- D. 2024 Request for release of data
- E. 2024 Wabasha County Soil and Water Conservation District Data Practices Policy Fee Schedule
- F. State of MN Joint Powers Agreement between State of MN acting through MN Dept. of Agriculture and Wabasha SWCD. New MAWQCP grant agreement effective date January 1, 2024 and expires December 31, 2025.
- G. County of Olmsted – Wabasha County SWCD - MN Agricultural Water Quality Certification Program – Building Lease Agreement. January 1, 2024 to June 30, 2024
- H. Voucher for Jim Peterson for Contract# 22-SDWGPh2-3 in the amount of \$1,996.76 for Reverse Osmosis Water Treatment System.  
(Funding source: Safe Drinking Water Phase 2)
- I. Voucher payment for Rosie Rettmann for Contract# 2023WAGZ-WC-03 in the amount of \$1,915.00 for 351 Well Decommissioning.  
(Funding source: Watershed Alliance for the Greater Zumbro (WAGZ))

- J. Voucher payment for SAPA Ska Farm Inc. (David Pierson) for Contract# 2023WAGZ-WC-04 in the amount of \$1,474.50 for 351 Well Decommissioning. (Funding source: Watershed Alliance for the Greater Zumbro (WAGZ))
- K. Danckwart Landscaping LLC for Gorman Creek, final payment of \$68,905.21.

**VI. SECRETARY'S REPORT**

- A. December 28, 2023 Meeting Minutes – **Board Action**

**VII. TREASURER'S REPORT – Board Action**

- A. December District Financial Statements  
Included for your review

**VIII. PAYMENT OF MONTHLY BILLS**

- A. Monthly Bills in the amount of 132,211.68- **Board Action**

**IX. DISTRICT REPORTS**

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

**X. OLD BUSINESS**

- A. Conservation Project – Lynn (open to any Supervisor for ideas)
- B. Wabasha SWCD Governance Letter
- C. Wabasha SWCD Internal Control Letter 2023 to Board
- D. Wabasha SWCD Final Audited Financial Statements for 2023
- E. Smith & Schafer Letter of Representation – **Board Action/Signature**

**XI. NEW BUSINESS**

- A. Election of SWCD Board Officers for 2024 – **Board Action**
  - i. Chairman -
  - ii. Vice Chairman -
  - iii. Secretary -
  - iv. Treasurer –
- B. 2024 Committee Appointments – **Board Action**
  - i. Personnel Committee -
  - ii. Finance Committee –
  - iii. Whitewater JPB –

- iv. Zumbro 1W1P –
- v. WinLac 1W1P –
- vi. SE SWCD Technical Support JPB –
- vii. County Board Meeting Representative – This is a member of our board who will go to county meetings –

- C. ELink Grant Reporting Signature Authority Resolution 01252024-1 – **Board Action**
- D. Designation of Official Newspaper Resolution 01252024-2 (The Wabasha County Herald) – **Board Action**
- E. Designation of Official Bank Depositories Resolution 01252024-3 – **Board Action**
- F. Designation of Signatories for Bank Accounts Resolution 01252024-4 – **Board Action**
- G. Per Diem rates \$125.00 and Mileage .67for 2024 Resolution 01252024-5 – **Board Action**
- H. Approve Annual Resolutions Authorizing Terri Peters Signature Authority for:
  - i. Resolution 01252024-6 Approve Grant agreements from BWSR as they come in. -Board Action
  - ii. Resolution 01252024-7 Approve Cover Crops and Well Sealing contracts – Board Action
  - iii. Resolution 01252024-8 Approve AgBMP Loan Applications up to \$200,000.00 -Board Action
- I. 2024 Board Policy, Operating Rules, Guidelines and Bylaws – **Board Action/ Each Sign separate last page attached.**
- J. Wabasha SWCD - Watershed Alliance of the Greater Zumbro (WAGZ) Sponsorship of the Wabasha County Forestry Day in the amount of \$250.00 – **Board Action**
- K. Wabasha SWCD Sponsorship for Cow Calf Days at Rossman Farms in Oronoco in the amount of \$100.00 payable to the University of Minnesota - **Board Action**
- L. Nutrient Management Technician (MDA funding) - **Discussion**
- M. Upcoming Events
  - i. TSA JPB Meeting – January 30th
  - ii. Cow Calf Days – February 8th
  - iii. Wabasha Forestry Day – February 9<sup>th</sup>

## **XII. Board Reports**

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

## **XIII. Adjourn – Board Action**



# PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

## PAYEE AND COST INFORMATION

Name: Tom Miller Contract No.: 23-BWSRFeedlot-01

Address: 60503 Hwy 42

City, State, Zip: Kellogg, MN 55945

Total Amount Authorized: \$91,483.00 % Approved: 75% (state) 75% (state & non-state)

(from contract)

Item	Quantity	Unit	Unit Price	Cost
Atkinson Construction Modified - Excavation & Grading	1	Total	\$98,364.00	\$98,364.00
B & N Construction, Inc 9-15-23 - Concrete Work	1	Total	\$291,160.00	\$291,160.00
Ag Partners 10-27-23 - Safety Fence Parts	1	Total	\$1,144.00	\$1,144.00
Ag Partners 10-30-23 - Safety Fence Parts	1	Total	\$117.04	\$117.04
BRP - Aggregate below pit bottom and construction road	1	Total	\$3,762.31	\$3,762.31
KBS 9-20 - Misc Parts - Fencing	1	Total	\$34.99	\$34.99
KBS 10-18 - Misc Parts - Fencing	1	Total	\$379.00	\$379.00
KBS 11-5 - Misc Parts - Fencing	1	Total	\$71.97	\$71.97
Meyers Seeds - Seed	1	Total	\$94.50	\$94.50
Pete Schouweiler - Safety Fence Materials	1	Total	\$2,763.38	\$2,763.38
Plainview Milk Seed House - Seed	1	Total	\$171.41	\$171.41
Tom Miller	1	Total	\$15,844.80	\$15,844.80

PROJECT COST: **\$413,907.40**

## PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final):

MK 1-9-24  
FINAL ~~Partial~~

B. Total cost of practice to date:

\$413,907.40

C. Eligible amount (total cost x % approved):

\$91,483.00 (state)

\$310,430.55 (state & non-state)

D. Total other state payment amount:

\$0.00

E. Total non-state payment amount:

\$226,193.70

F. Total previous partial payments:

\$0.00

G. Pre-Construction Cover payment amount:

\$0.00

H. Maximum payment amount

\$40,294.74

Pre-Con.Cover Ac.	Rate/Ac.

Amount Approved for This Voucher:

**\$40,294.74**

(cannot exceed Total Amount Authorized)

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

Tom Miller  
Payee Signature

12-26-23  
Date

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

See attached signed As-Built / Final Report documents by Jason E. Hoehn (Lic. No. 40422) at ISG. And NRCS CPA 1245. These documents can be used as practice certification.

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

Matthew Koenig  
Technical Assistance Provider

Jason E. Hoehn  
Administrative Sign-off

12-27-23  
Date

12/27/23  
Date



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

## Data about You

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

### Classification of Data about You

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

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

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

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

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

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

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

## **Your Rights under the Government Data Practices Act**

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

- **Access to Your Data**

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

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

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

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

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

- **When We Collect Data from You**

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

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

- **Protecting your Data**

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

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



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

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

## **How to Make a Request for Your Data**

To look at data, or request copies of data that this government entity keeps about you, your minor children, or an individual for whom you have been appointed legal guardian, make a written request. Make your request for data to the appropriate individual listed in the Data Practices Contacts on page 6. You may make your request by using the data request form on page 7. If you choose not use to use the data request form, your request should include:

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

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

## **How We Respond to a Data Request**

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

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

Information about copy charges is on page 6.

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

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

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

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



## **Data Practices Contacts**

### **Wabasha County Soil and Water Conservation District**

#### **Responsible Authority**

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

#### **Data Practices Compliance Official**

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

#### **Data Practices Designee(s)**

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

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

## **Copy Costs – Data Subjects**

### **Wabasha County Soil and Water Conservation District**

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

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

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

### **Actual Cost of Making Copies**

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

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

# **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.

<b>SERVICE</b>	<b>Fee</b>
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 10  
Wabasha, MN 55981  
(651) 560-2044

#### **Data Practices Compliance Official**

Sue Cerwinske  
District Staff  
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## **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 Tennessean 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.

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

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

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

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

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

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

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

This authorization to release expires \_\_\_\_\_.

Individual data subject's signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/guardian's signature [if needed] \_\_\_\_\_ Date \_\_\_\_\_

# Wabasha County Soil and Water Conservation District

## Request (to release) from Individual

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

### Explanation of Your Rights

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

---

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

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

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

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

This authorization to release expires \_\_\_\_\_.

Individual data subject's signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/guardian's signature [*if needed*] \_\_\_\_\_ Date \_\_\_\_\_

**2024**

## **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.

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

### **Copy Costs – Members of the Public**

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

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

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

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

#### **For 100 or Fewer Paper Copies – 25 cents per page**

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

January 1, 2024



## **Most Other Types of Copies – Actual cost**

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

### **Commercial Use-\$50.00**

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

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

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

## **Copy Costs – Data Subjects**

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

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

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

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

### **Actual Cost of Making the Copies**

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

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

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



# State of Minnesota

## Joint Powers Agreement

SWIFT Contract Number: 240986

PO Number: 3000048440

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.

**The Governmental Unit represents that it is duly qualified and is willing to administrate and cooperate in the performance of these services.**

### Agreement

#### 1. Term of Agreement

**1.1** Effective Date: **January 1, 2024**, 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, 2025** 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.

DS  
DS

### 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 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](mailto:MDA.Accounts-Payable@state.mn.us)

OR

Hardcopy to: Minnesota Department of Agriculture  
Finance and Budget Division, Accounts Payable  
625 Robert St N  
Saint Paul, MN 55155

Reports should be submitted by the due dates listed in Exhibit B.

Electronic format to: [MDA.PFMD.Contracts@state.mn.us](mailto:MDA.PFMD.Contracts@state.mn.us)

OR

Hardcopy to: Minnesota Department of Agriculture  
PFMD, Contracts Coordinator  
625 Robert St N  
Saint Paul, MN 55155

The total obligation of the State under this agreement will not exceed **Five Hundred Seventy-six Thousand Two Hundred Fifty-two Dollars and 00/100 (\$576,252.00)**.

### 4. Authorized Representatives

The State's Authorized Representative responsible for administration and supervision of this agreement is **Brad Jordahl Redlin, MAWQCP Program Manager, Minnesota Department of Agriculture, Pesticide and Fertilizer Management Division, 625 N Robert Street, St. Paul, MN 55155; Phone: 651-201-6489**, or his/her successor, who is authorized to accept the services provided under this agreement.

The State's Authorized Project Manager responsible for communications and daily management is **William Fitzgerald, MAWQCP Field Operations Coordinator, Minnesota Department of Agriculture, Pesticide and Fertilizer Management Division, 625 N Robert Street, St. Paul, MN 55155; Phone: 651-201-6159**, or his/her successor, who is authorized to accept the services provided under this agreement.

The Governmental Unit's Authorized Representative is **Terri Peters, District Manager, Wabasha Soil & Water Conservation District, 611 Broadway Ave, # 10, Wabasha, MN 55981; Phone: 651-560-2044; Email: [terri.peters@mn.nacdnet.net](mailto:terri.peters@mn.nacdnet.net)**, or his/her successor. If the Authorized Representative changes at any time during this agreement, the Governmental Unit must immediately notify the State.

## **5. Assignment, Amendments, Waiver, and Agreement Complete.**

**5.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

**5.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

**5.3 Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

**5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **6. Indemnification.**

**6.1** In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of agreement or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole 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 Agreement, 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 Agreement. 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.

## **11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).**

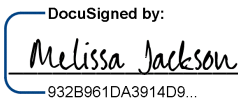
For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Governmental Unit and made available to the State upon request.

**1. State Encumbrance Verification**

*Individual certifies that funds have been encumbered  
as required by Minn. Stat. §§ 16A.15 and 16C.05*

Melissa Jackson

Print Name: \_\_\_\_\_

Signature:  \_\_\_\_\_  
932B961DA3914D9...

Title: Contracts & Procurement Coordinator

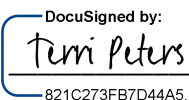
Date: 12/21/2023

SWIFT Contract No. 240986

PO. No. 3000048440

**2. Governmental Unit**

Print Name: Terri Peters

Signature:  \_\_\_\_\_  
821C273FB7D44A5...

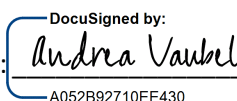
Title: District Manager

Date: 12/21/2023

**3. State Agency**

*With delegated authority*

Print Name: Andrea Vaubel

Signature:  \_\_\_\_\_  
A052B92710EE430...

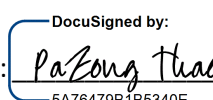
Title: Deputy Commissioner

Date: 12/21/2023

**4. Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: PaZong Thao

Signature:  \_\_\_\_\_  
5A76479B1B5340E...

Title: Contracts Specialist

Date: 12/26/2023

Admin ID: 85720

## **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)
- Supervise one full time Area Certification Specialist
- Manage documentation reporting and payments to participating Soil and Water Conservation Districts
- 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 Soil & Water Conservation District

Deliverable Schedule and Budget

Exhibit B

Administration and Delivery of the Minnesota Agricultural Water Quality Certification Program												
Objectives - See Exhibit A												
Please Note: The Governmental Unit 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 Governmental Unit 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	Description of Deliverables	Total	ACS Salary & Benefits	Office & Supplies	Travel Costs	Administration	Other Dedicated Staff- Wabasha	Other Dedicated Staff- Freeborn	SWCD Staff Support	Promotion & Incentives	Engineering & Practice Implementation
		Projected Project Start Date is January 01, 2024										
Quarter 3, 2024	Jan-Mar 2024	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due April 30, 2024	68,525	31,350	6,550	625	3,500	6,000	3,000	2,000	500	15,000
Quarter 4, 2024	Apr-Jun 2024	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due July 30, 2024	68,525	31,350	6,550	625	3,500	6,000	3,000	2,000	500	15,000
FY24 Total			137,050	62,700	13,100	1,250	7,000	12,000	6,000	4,000	1,000	30,000
Quarter 1, 2025	Jul-Sep 2024	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due Oct 30, 2024	68,525	31,350	6,550	625	3,500	6,000	3,000	2,000	500	15,000
Quarter 2, 2025	Oct-Dec 2024	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due Jan 30, 2025	68,525	31,350	6,550	625	3,500	6,000	3,000	2,000	500	15,000
Quarter 3, 2025	Jan-Mar 2025	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due April 30, 2025	75,538	33,190	6,935	663	4,000	7,000	6,250	2,000	500	15,000
Quarter 4, 2025	Apr-Jun 2025	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due July 30, 2025	75,538	33,190	6,935	663	4,000	7,000	6,250	2,000	500	15,000
FY25 Total			288,126	129,080	26,970	2,576	15,000	26,000	18,500	8,000	2,000	60,000
Quarter 1, 2026	Jul-Sep 2025	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due Oct 30, 2025	75,538	33,190	6,935	663	4,000	7,000	6,250	2,000	500	15,000
Quarter 2, 2026	Oct-Dec 2025	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due Jan 30, 2026	75,538	33,190	6,935	663	4,000	7,000	6,250	2,000	500	15,000
FY26 Total			151,076	66,380	13,870	1,326	8,000	14,000	12,500	4,000	1,000	30,000
All Years			576,252	258,160	53,940	5,152	30,000	52,000	37,000	16,000	4,000	120,000

**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 2122 Campus Drive, SE, Rochester, Minnesota, 55904 and,

WHEREAS, the Lessee has a need for the use of a portion of the building located at 2122 Campus Drive, 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: 158.5 SF of office space for the MN Department of Agriculture, of the building located at 2122 Campus Drive, SE, Rochester, Minnesota, 55904, on the following terms and conditions.

**I. TERM:**

The term of this agreement shall be for 6 months, from the 1st day of January 2024 through the 30<sup>th</sup> day of June 2024.

**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 \$2,313.30 for the term of the Lease Agreement. Such amount shall be paid in monthly installments of \$385.55 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>
1/1/24- 6/30/24	158.5	\$29.19	\$385.55	\$2,313.30

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.

#### IV. DUTIES OF LESSOR:

The Lessor shall, except as otherwise specified herein and except for damages resulting from any acts of negligence of Lessee, its agents or employees provide:

- a. Existing heat, electricity, sewer and water service available to the leased premises.
- b. Snow plowing of main streets and associated parking/access areas to the leased premises.
- c. Bulk trash removal.
- d. Regular inspections of fire detection systems and fire extinguishers in conformance with State and local code requirements.

#### V. LESSOR'S ACCESS:

The Lessor, acting through its designated agents, employees or officials shall have the right, upon prior notification to Lessee, to enter the leased premises at all reasonable times for the purpose of inspecting, maintaining, repairing, altering or improving the leased premise of said building.

#### VI. DUTIES OF LESSEE:

- a. The Lessee agrees to take reasonable precautions to prevent waste of heat, water, electricity, or anything else furnished by Lessor for Lessee's comfortable use and occupancy of the leased premises.
- b. Lessee, its agents, employees, invitees, or visitors, shall comply fully with all rules and regulations governing conduct and vehicular traffic as now posed or subsequently amended.
- c. The Lessee further agrees to maintain the premises in a neat, clean and respectable condition. Also, all ashes, garbage, and refuse of any kind shall be moved to holding area after being placed in proper containers at said Lessee's expense.
- d. Except as otherwise provided for herein, the Lessee shall furnish all supplies and services required for its use of the premises and shall surrender the premises to the Lessor at the termination of its tenancy free and clear of any liens, claims or encumbrances and in such condition as the same are in at the commencement of such tenancy, reasonable wear and damage by the elements excepted. Alterations of fixtures attached to the leased premises shall remain a part thereof and shall not be removed unless Lessor elects to permit removal.

#### VII. ASSIGNMENT AND SUBLETTING:

Lessee shall not assign nor in any manner transfer this lease or any interest therein, nor sublet said leased premises or any parts thereof, nor permit occupancy by anyone with, through, or under it, without the prior written consent of Lessor.

**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: 01/08/2023 BY: Terri Peters

**COUNTY OF OLMSTED**

DATE: \_\_\_\_\_ BY: Mat Miller, Director  
Facilities and Building Operations



# PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

## PAYEE AND COST INFORMATION

Name: Jim Peterson Contract No.: 72-SBWGPh-3

Address: 35623 565th St

City, State, Zip: Rochester, MN 55906

Estimated Project Cost: \$2,495.95 % Approved: 80% (state) 80% (state & non-state)

Total Amount Authorized: \$1,996.76

(from approved contract or amended contract, does NOT include Pre- Con. Cover)

Item	Quantity	Unit	Unit Price	Cost
K-5 Kinetico Drinking System	1.000	1	\$2,495.95	\$2,495.95
PROJECT COST:				<u>\$2,495.95</u>

## PAYMENT AND CERTIFICATION INFORMATION

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

B. Total cost of practice to date: \$2,495.95

C. Eligible amount (total cost x % approved + P.C.C.): \$1,996.76 (State Funds)

D. Total other state payment amount: \$0.00

E. Total non-state payment amount: \$0.00

F. Total previous partial payments: \$0.00

G. Pre-Construction Cover payment amount: \$0.00

H. Maximum payment amount: \$1,996.76

Pre-Con. Cover Ac.	Rate/Ac.

Amount Approved for This Voucher:

\$1,996.76

(cannot exceed Total Amount Authorized)

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

Jim Peterson  
Payee Signature

1-18-24  
Date

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

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

Kurt M. Alst  
Technical Assistance Provider  
1/18/24  
Date

Jason Cermak  
Administrative Sign-off  
1/18/2024  
Date



## PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization: <b>Wabasha SWCD</b>	Contract Number: <b>22-SDWGPh2-3</b>	Other state or non-State funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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\* If contract amended, attach amendment form(s) to this contract.

### Applicant

Land Occupier Name <b>Jim Peterson</b>	Address <b>35623 565th St</b>	City/State <b>Rochester, MN</b>	Zip Code <b>55906</b>
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\* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

### Conservation Practice Location

Township Name: <b>Zumbro Twp</b>	Township No: <b>109</b>	Range No.: <b>13</b>	Section No. <b>33</b>	<b>1/4, 1/4</b> <b>SW, NE</b>
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### Contract Information

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


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

State of MN Plumbing Code (MN Rules, Chapter 4714), by a water contractor licensed under chapter 326B or a plumber licensed under chapter 326B.
- Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
- This contract, when approved by the organization board, will remain in effect unless canceled or amended by mutual agreement. If the practice(s) covered by this contract have not been installed by 05/31/2024, this contract will be automatically terminated on that date.
- Items or cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices/receipts must include: the name of the vendor; the materials, labor or equipment used; the component unit costs and the date(s) the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts. Reimbursement requests must also be supported by a completed Percent Based Voucher Form.

### Applicant Signatures

The land occupier's signature indicates agreement to:

- Grant the organization's representative(s) access to the parcel(s) where the conservation practice(s) will be located.
- Obtain any permits required in conjunction with the installation and establishment of the practice(s) prior to starting construction of the practice(s).
- Be responsible for the operation and maintenance of conservation practice(s) applied under this program in accordance with an Operation and Maintenance Plan prepared by the technical assistance provider.
- Not accept cost-share funds, from state sources in excess of 80%, or state and non-state sources that when combined are in excess of 80% of the total cost to establish the conservation practice(s). Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the Flat Rate Payment option.
- Provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

Date 11/29/2023	Land Occupier 
Date	Landowner, if different from applicant
	Address, if different from applicant information:


### Conservation Practice

The primary practice for which cost-share is requested is: **Reverse Osmosis Water Treatment System**

Practice standard(s) or eligible component(s)  See attached installation standards and requirements	Engineered Practice: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Total Project Cost Estimate  <b>\$2,495.95</b>
	Ecological Practice: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

### Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above-listed practice(s) will be installed and deem the practice(s) needed and that the estimated quantities and costs are practical and reasonable.

Date 11/29/2023	Technical Assistance Provider  (see licensed installer)
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### Pre-Construction Cover

Allowed when temporary cover is necessary for future installation of structural conservation practices. A Flat Rate Payment of up to \$150 per acre, not to exceed 10 acres, is allowed as part of a State Cost-Share contract for the installation of structural practice(s).

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

### Amount Authorized for Financial Assistance

The organization board has authorized the following for financial assistance, total not to exceed 80.0% of the total cost to establish the conservation practice plus the pre-construction cover total amount if utilizing the Flat Rate Payment option.

Date Dec 28, 2023	Authorized Signature 	Total Amount Authorized  <b>\$1,996.76</b>
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# PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

## PAYEE AND COST INFORMATION

Name: Rosie Rettmann

Contract No.: 2023WAGZ-WC-03

Address: 30905 550th St

City, State, Zip: Elgin, MN 55932

Total Amount

Authorized: \$2,000.00 % Approved: 50% (state) 50% (state & non-state)  
(from contract)

Item	Quantity	Unit	Unit Price	Cost
Labor & Equipment - 2 men with various equipment	10	hours	\$290.00	\$2,900.00
Neat Cement Grout	20	bags	\$40.00	\$800.00
Permit and Filing Fee	1	permit	\$130.00	\$130.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

PROJECT COST: \$3,830.00

## PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final):

Final

B. Total cost of practice to date:

\$3,830.00

C. Eligible amount (total cost x % approved):

\$1,915.00 (state)

\$1,915.00 (state & non-state)

D. Total other state payment amount:

\$0.00

E. Total non-state payment amount:

\$0.00

F. Total previous partial payments:

\$0.00

G. Pre-Construction Cover payment amount:

\$1,915.00

H. Maximum payment amount

Pre-Con. Cover Ac.	Rate/Ac.

Amount Approved for This Voucher:

\$1,915.00

(cannot exceed Total Amount Authorized)

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

Rosie Rettmann

Payee Signature

1-16-2024

Date

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

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

Technical assistance provided by licensed well contractor. Additional documentation of completed practice are in the project file.

[Signature]

Technical Assistance Provider

1-22-2024

Date

Susan Curwinke

Administrative Sign-off

1/22/2024

Date



# PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

## General Information

Organization:  <b>Wabasha SWCD</b>	Contract Number:  <b>2023WAGZ-WC-03</b>	Other state or non-State funds?  <input type="checkbox"/> YES <input type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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\*If contract amended, attach amendment form(s) to this contract.

## Applicant

Land Occupier Name  <b>Rosie Rettmann</b>	Address  <b>30905 550th St</b>	City/State  <b>Elgin, MN</b>	Zip Code  <b>55932</b>
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\* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

## Conservation Practice Location

Township Name:  <b>Elgin</b>	Township No:  <b>108</b>	Range No.:  <b>12</b>	Section No.  <b>8</b>	1/4,1/4  <b>NW 1/4 NE 1/4</b>
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## Contract Information

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

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 20 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

**351 Well Decommissioning**

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by , this contract will be automatically terminated on that date: 3/31/2024.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices must include the name of the vendor; materials, labor or equipment used; the component unit costs and the dates the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts.

## Applicant Signatures

The land occupier's signature indicates agreement to:

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

Date 8-23-23	Land Occupier Rosie Rethmann
Date	Landowner, if different from applicant
	Address, if different from applicant information:

### Conservation Practice

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

Eligible Component Standard & Name  351 Well Decommissioning	Engineered Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate  \$5,990.00
	Ecological Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	

### Technical Assessment and Cost Estimate

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

Date 8/23/23	Technical Assistance Provider Cost estimate provided by licensed well contractor (see attachment)
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### Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of: 50% up to \$2,000

Amount	Program Name	Fiscal Year
\$2,000.00	Watershed Alliance for the Greater Zumbro (WAGZ)	2022

Date 8-24-2023	Authorized Signature Lynn Zabel	Total Amount Authorized <del>\$5,990.00</del> \$2,000.00 8/23
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8/21/2023

Rosie Rettmann  
30905 550<sup>th</sup> St.  
Elgin, MN  
[RettmannR@hotmail.com](mailto:RettmannR@hotmail.com)

Hi Rosie,

As we discussed, here's what I think it'll take to seal the old well under a windmill deep in the valley below the above address:

**Labor & Equipment:**

Day 1: Mobilize skid loader with grapple and chainsaw to site, clear debris, get service rig to well, pull pump and measure well.

Operator/Assistant with service rig, skidloader, etc. – estimate 8 hours at \$290.00/hr = \$2,320.00+/-

Day 2: Mobilize service rig, compressor and grout pump to site, set tremie line to bottom of well, mix grout and seal well to code.

Operator with 2 assistants with service rig and grout pump – estimate 6 hours at \$390.00/hr = \$2,340.00+/-

Portland Cement – estimate 30 bags at \$40.00/bag = \$1,200.00+/-

Wabasha Co. Sealing Permit & Filing Fee = \$130.00

**Estimated Total Cost of Sealing Old Well to Code = \$5,990.00+/-**

Your final invoice would be based on the actual quantities used – plus or minus – at our listed/standard prices. I hope we can be of service.

Sincerely,

A handwritten signature in black ink, appearing to be "Mark Thein", with a stylized, flowing script.

Mark Thein  
Thein Well Rochester, Inc.  
7025 Broadway Ave. N.  
Rochester, MN 55906  
507-288-5554

# PERCENT BASED - VOUCHER AND PRACTICE CERTIFICATION FORM

## PAYEE AND COST INFORMATION

Name: Sapa Ska Farm, Inc. (David Pierson)

Contract No.: 2023WAGZ-WC-04

Address: 69631 350th Ave

City, State, Zip: Lake City, MN 55041

Total Amount

Authorized: \$1,474.50

% Approved: 50% (state)

50% (state & non-state)

(from contract)

Item	Quantity	Unit	Unit Price	Cost
Well sealing permit	1	permit	30	\$30.00
Bags of neat cement grout	62	bags	32	\$1,984.00
Yards 3/8 pea rock	2	yards	55	\$110.00
Labor to pump neat cement grout	1	flat rate	1050	\$1,050.00
Hoist truck/labor to remove pump	3	hours	195	\$585.00
Paperwork and filing fees	1	fee	95	\$95.00
				\$0.00

PROJECT COST: \$3,854.00

## PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final):

Final

B. Total cost of practice to date:

\$3,854.00

C. Eligible amount (total cost x % approved):

\$1,474.50 (state)

\$1,927.00 (state & non-state)

D. Total other state payment amount:

\$0.00

E. Total non-state payment amount:

\$0.00

F. Total previous partial payments:

\$0.00

G. Pre-Construction Cover payment amount:

\$0.00

H. Maximum payment amount

\$1,474.50

Pre-Con.Cover Ac.	Rate/Ac.

Amount Approved for This Voucher:

\$1,474.50

(cannot exceed Total Amount Authorized)

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

SAPA SKA FARM, INC  
David Pierson PRES  
 Payee Signature

01/11/2024  
 Date

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

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

Technical assistance and well sealing provided by licensed well contractor. Additional documentation of practice completion is available in the project file.

[Signature]  
 Technical Assistance Provider

[Signature]  
 Administrative Sign-off

1-22-2024  
 Date

1/22/2024  
 Date

## DC Well Drilling

21705 Ravenna Trail  
Welch Mn MN 55089 US  
(651) 437-5040  
info@dcwelldrilling.com  
http / dcwelldrilling.com



## INVOICE

BILL TO  
David Pierson  
69631 350th Ave  
Lake City, MN 55041

PROJECT 2829  
DATE 09/25/2023  
TERMS Net 30  
DUE DATE 10/25/2023

Seal well @ PID# R11.00163.03  
Per county and state code.

Wabasha Sealing Permit	1	30.00	30.00
Bags Of Neat Cement Grout	62	32.00	1,984.00
Yards 3/8 Pea Rock	2	55.00	110.00
Labor to Pump Neat Cement Grout	1	1,050.00	1,050.00
Hoist Truck/labor to remove pump. (Completed by MT Well)	3	195.00	585.00
Paperwork and Filing Fees	1	95.00	95.00
			Subtotal: 3,854.00

**\$3,854.00**

PL 10/4  
\* 24400  
aDCP

## PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

### General Information

Organization:  Wabasha SWCD	Contract Number:  23WAGZ-WC-04	Other state or non-State funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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\*If contract amended, attach amendment form(s) to this contract.

### Applicant

Land Occupier Name SAPA SKA FARM, INC. David Pierson	Address 69631 350th Ave	City/State Lake City, MN	Zip Code 55041
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\* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

### Conservation Practice Location

Township Name: Mount Pleasant	Township No: 111	Range No.: 13	Section No. 28	1/4,1/4 SE 1/4 NE1/4
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### Contract Information

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

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 20 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

351 Well Decommissioning

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by , this contract will be automatically terminated on that date: 11/30/2023.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices must include the name of the vendor; materials, labor or equipment used; the component unit costs and the dates the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts.

### Applicant Signatures

The land occupier's signature indicates agreement to:

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

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

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

### Conservation Practice

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

Eligible Component Standards & Names  351 Well Decommissioning	Engineered Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	Total Project Cost Estimate  \$2,949.00
	Ecological Practice: <input type="checkbox"/> YES <input type="checkbox"/> NO	

### Technical Assessment and Cost Estimate

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

Date 8/23/23	Technical Assistance Provider provided by licensed well contractor (see attachment)	Cost estimate
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### Pre-Construction Cover

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

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

### Amount Authorized for Financial Assistance

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

Amount	Program Name	Fiscal Year
\$1,474.50	Watershed Alliance for the Greater Zumbro (WAGZ)	2022

Date 8/23/23	LAND OCCUPIER Authorized Signature: SARA SRA FARM INC by David C. Rein	Total Amount Authorized \$1,474.50
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DATE 8-24-2023	AUTHORIZED SIGNATURE Lynn Gehl	TOTAL AMOUNT AUTHORIZED \$1,474.50
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DC Well Drilling

21705 Ravenna Trail  
Welch Mn, MN 55089 US  
(651) 437-5040  
info@dcwelldrilling.com  
http://dcwelldrilling.com



Estimate

ADDRESS  
David Pierson  
69631 350th Ave  
Lake City, MN 55041

ESTIMATE 2557  
DATE 08/22/2023  
EXPIRATION DATE 12/22/2023

DESCRIPTION	QTY	RATE	AMOUNT
Seal well @ PID# R11.00163.03 Per county and state code.			
Wabasha Sealing Permit	1	30.00	30.00
Bags Of Neat Cement Grout	52	32.00	1,664.00
Yards 3/8 Pea Rock	2	55.00	110.00
Labor to Pump Neat Cement Grout	1	1,050.00	1,050.00
Paperwork and Filing Fees	1	95.00	95.00
			Subtotal: 2,949.00

TERMS ALL ACCOUNTS ARE DUE UPON COMPLETION OR MORTGAGE CLOSE. 1 5% WILL BE CHARGED PER MONTH ON ALL ACCOUNTS NOT PAID IN FULL WITHIN 30 DAYS UNLESS SPECIFIC ARRANGEMENTS HAVE BEEN MADE. PERSONS OR COMPANIES FURNISHING LABOR FOR THE IMPROVEMENTS OF REAL PROPERTY MAY ENFORCE A LIEN UPON THE IMPROVED LAND IF THEY ARE NOT PAID FOR THEIR CONTRIBUTION. EVEN IF SUCH PARTIES HAVE NO DIRECT CONTRACTUAL RELATIONSHIP WITH THE OWNER.

TOTAL \$2,949.00

Accepted By

Accepted Date



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

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

**Wabasha Soil and Water Conservation  
District Regular Board Meeting  
December 28, 2023  
8:15 am  
County Conference  
Room  
625 Jefferson Ave.**

**I. CALL MEETING TO ORDER**

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

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

*Staff Present: Terri Peters, District Manager, Matt Kempinger, District Technician, Jenna Rasmusson, Conservation Planning and Outreach Technician and Katelyn Abts, Natural Resources Technician*

*Others Present: Bob Walkes, County Commissioner, John Benjamin, NRCS and Frank Klennert, citizen*

**II. PLEDGE ALLEGIANCE**

**III. AGENDA**

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

*Affirmative: Ross, Klennert, Knudsen, Tentis*

*Opposed: None*

*Motion Carried*

**IV. PUBLIC COMMENTS**

Comments limited to 5 minutes per speaker

**V. CONSENT AGENDA -Board Action**

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

- A. Cole and David Packer voucher for Contract# 22-CS-2 in the amount of \$160.00 for 1<sup>st</sup> year Practice 340 Cover Crops (4 acres)  
(Funding source: 2022 Cost Share)
- B. Alan Jostock voucher for Contract# 22-CS-5 in the amount of \$1,564.00 for final year Practice 340 Cover Crops (39.1 acres)  
(Funding source: 2022 Cost Share)
- C. Alan Jostock voucher for Contract# 22-CS-4 in the amount of \$301.00 for final year Practice 340 Cover Crops (8.6 acres)  
(Funding source: 2022 Cost Share)

- D. Huneke Bros LLP (Micah Huneke) voucher for Contract# 2022WAGZ-WC-8 in the amount of \$3,880.00 for 2<sup>nd</sup> year Practice 340 Cover Crops (97 acres)  
(Funding source: WAGZ – Watershed Alliance for the Greater Zumbro)
- E. Jacob Meyer voucher for Contract# 22-319WIC-1 in the amount of \$2,000.00 for 2<sup>nd</sup> year Practice 340 Cover Crops (50 acres)  
(Funding source: Federal West Indian 319)
- F. Klavetter Family Farm LLC voucher for Contract# 22-Capacity-1 in the amount of \$4,981.62 for Practice 410 Grade Stabilization Structure  
(Funding source: FY 21 Capacity \$2,897.51 and FY 22 Capacity \$2,084.11)
- G. State of Minnesota Professional and Technical Services Work Order Contract# 79-23-W-099 for RIM Easement 11/01/2023 -6/30/2025.

**NOTE:**

- Contract 19-DWP-CC-5 for Adam Graner was completed. There was a Pre-Installation Payment Agreement in place due to grant funds expiring, and Adam Graner completed the cover crop planting according to the practice standard and was verified on 12/18/2023.
- Contract 19-DWP-CC-7 for Ted Mehrkens was completed. There was a Pre-Installation Payment Agreement in place due to grant funds expiring, and Ted Mehrkens completed the cover crop planting according to the practice standard and was verified on 12/18/2023.

***Motioned by Klennert and seconded by Ross to approve the Consent Agenda as presented.  
Affirmative; Ross, Klennert, Knudsen, Tentis***

***Opposed: None***

***Motion Carried***

**VI. SECRETARY'S REPORT**

- A. November 16, 2023 Meeting Minutes – **Board Action**

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

***Affirmative: Ross, Klennert, Knudsen, Tentis***

***Opposed: None***

***Motion Carried***

**VII. TREASURER'S REPORT – Board Action**

- A. November District Financial Statements  
Included by Sue Cerwinske for your review

**VIII. PAYMENT OF MONTHLY BILLS**

- A. Monthly Bills in the amount of \$ 91,935.98- **Board Action**

***Motioned by Ross and seconded by Tentis to approve Payment of the Monthly Bills in the amount of \$91,935.98.***

***Affirmative: Ross, Klennert, Knudsen, Tentis***

***Opposed: None***

***Motion Carried***

**IX. DISTRICT REPORTS**

- A. Chair Report – Lynn Zabel  
***Lynn will give his report later on in meeting on the board reports***
- B. County Commissioner – Bob Walkes  
***Bob reported that the Assessor is leaving and there is a retirement.***  
***Passed levy at 4% for 2024. Aware of nitrate issue. Terri gave an update at the board meeting.***
- C. District Manager Report – Terri Peters  
***Meetings – Area 7 Training Team, talked about Forestry Training opportunities.***  
***Area 7 Managers Meeting, discussed performance rate review TSA and potential need for more staffing or sharing staff.***  
***Multiple meetings with Dept of Health, Public Health and SWCDs***  
***U of M Focus Group on Forestry***  
***FEMA grant – Lowr Flood Plain, Hammond-Kellogg.***  
***Attended public meeting in Millville, looking for opportunities for practices that would mitigate flooding.***  
***MASWCD Convention***  
***Completed Employee Evaluations***  
***Planned & coordinated management area meeting with partners for work on invasives. Working on handing over to Katelyn.***  
***MPCA virtual meeting - Alliance of the Lwr Mississippi - Kately, Terri, Jenna***  
***Watershed Game – Try to get it if it is in the area.***  
***Working with Katelyn and with Jenna to work on compliance issues and handing those over to County, anything that needs regulating.***
- D. NRCS Report – John Benjamin – (in the packet) ***Gave report and left at 8:30 am***
- E. District Technician Report- Matt Kempinger – (in the packet)
- F. Conservation Planning and Outreach Technician Report– Jenna Rasmusson – (In the packet)
- G. Natural Resources Technician Report– Katelyn Abts – (In the packet)
- H. Bookkeeper/Administrative Assistant Report -Sue Cerwinske – (in the packet)
- I. BWSR Report –
- J. Other agencies –

**X. OLD BUSINESS**

- A. Conservation Project – Lynn (open to any Supervisor for ideas)  
***Lynn had presentation on his personal experience with cover crops.***  
***Handout/Photos. Comparison on different ways cover crops were planted and harvested or terminated and the costs.***  
***Try again next year, fields side by side.***  
***Led in to a discussion.***
- B. Jenna and Matt have included some project photos and will present.  
***Jenna had pictures of cover crop fields, taken when verifying.***  
***Led into discussion about nitrogen.***  
***Matt's presentation on projects. Grade stabilization structures. Taking time in verifying invoices and engineers.***  
***Discussion on the structure straight pipe. They put in a sand drain. Rocks basically hold down the sand.***



*Pictures of Gorman Creek Project, seeded already.*

*Examples of scenarios on what is seen on the landscape. Complete wash out of old structure, no buffer left.*

*Discussion on strips, size and accommodating farm equipment*

- C. Teri – Update on EPA petition and State response.

*Meetings on the nitrate issue that EPA sent a letter.*

*Working on articles to put in the paper. Meeting with SWCD's in the area.*

*What can we do, what do we not have the capacity to do.*

*Terri read through parts of the letter.*

*Issues with nitrates is how the blood carries oxygen. A baby drinking tap water can have blue baby syndrome. Terri noted that it took several decades to accumulate nitrogen and will take years to mitigate. Karst soils leak faster.*

*MDA, MPCA and MDH working together to develop a plan.*

*Discussion on what we have been doing. Looking at using something like the tap-in program. How to get access to drinking water to those that have contaminated drinking water. Ideas like vouchers they could take to the grocery store. Water treatment systems for homes.*

*Discussion on treatment for manure. How would it affect large farms and small farms. Right now, MDH is not looking at farm practices.*

#### **XI. NEW BUSINESS**

- A. 2024 Tentative Meeting Dates on the Fourth Thursday of the month – with exception of Thursday's that conflict with a holiday – **Board Discussion/Action**

*Motioned by Klennert and seconded by Ross to approve the 2024 Meeting Dates on the Fourth Thursday of the month with the exception of Thursday's that conflict with a holiday. November and December will be the Third Thursday of the month.*

*Affirmative: Ross, Klennert, Knudsen, Tentis*

*Opposed: None*

*Motion Carried*

- B. Approve Jim Peterson Contract# 23-SDWGPh2-3 in the amount of \$1,996.76 for Reverse Osmosis Water Treatment System – **Board Action**

(Funding source: Safe Drinking Water Phase 2)

*Motioned by Klennert and seconded by Ross to approve Jim Peterson Contract# 23-SDWGPh2-3 in the amount of \$1,996.76 for Reverse Osmosis Water Treatment System.*

*Affirmative: Ross, Klennert, Knudsen, Tentis*

*Opposed: None*

*Motion Carried*

- C. Approve Krista Luhman Contract# 2023WAGZ-WC-07 in the amount of \$1,182.50 for Practice 351 Well Decommissioning – **Board Action**

(Funding source: WAGZ – Water Alliance for the Greater Zumbro)

*Motioned by Knudsen and seconded by Ross to approve Krista Luhman Contract# 2023-WAGZ-WC-07 in the amount of \$1,182.50 for Practice 351 Well*

*Decommissioning*

*Affirmative: Ross, Klennert, Knudsen, Tentis*

*Opposed: None*

*Motion Carried*

- D. Approve Jeffrey Heitmann Amendment# 1 to Contract# 2023WAGZ-WC-06 unchanged (12/31/2024 is the grant expiration date) and the estimated project cost to \$1,996.00 and the amount authorized to \$998.00 – **Board Action**  
*Motioned by Klennert and seconded by Ross to approve Jeffrey Heitmann Amendment# 1 to Contract# 2023WAGZ-WC-06. Unchanged (12/31/2024 is the grant expiration date). Changed the estimated project cost to \$1,996.00 and the amount authorized to \$998.00.*  
*Affirmative: Ross, Klennert, Knudsen, Tentis*  
*Opposed: None*  
*Motion Carried*
- E. Approve Voucher Payment for Jeffrey Heitmann for Contract# 2023WAGZ-WC-06 in the amount of \$998.00 for Practice 351 Well Decommissioning – **Board Action**  
(Funding source: WAGZ – Water Alliance for the Greater Zumbro)  
*Motioned by Ross and seconded by Knudsen to approve Voucher Payment for Jeffrey Heitmann for Contract# 2023WAG-WC-06 in the amount of \$998.00 for Practice 351 Well Decommissioning.*  
*Affirmative: Ross, Klennert, Knudsen, Tentis*  
*Opposed: None*  
*Motion Carried*
- F. Approve the Doughnut and Door Prize Resolution for the Wabasha County Forestry Day that will be held in Kellogg on Friday, February 9, 2024. Donation for 2023 was \$300.00 – **Board Discussion/Action**  
*Motioned by Knudsen and seconded by Tentis to approve the Doughnut and Door Prize Resolution for the Wabasha County Forestry Day that will be held in Kellogg on Friday, February 9, 2024. Donation of \$300.00*  
*Affirmative:*  
*Opposed:*  
*Motion Carried*
- G. Approve Diane McNallan Amendment #2 to Contract# 2022WAGZ-WC-04 to change amount authorized to \$9,086.35 – **Board Action**  
*Motioned by Klennert and seconded by Ross to approve Diane McNallan Amendment# 2 to Contract# 2022WAGZ-WC-04 to change the amount authorized to \$9,086.35.*  
*Affirmative: Ross, Klennert, Knudsen, Tentis*  
*Opposed: None*  
*Motion Carried*
- H. Approve Voucher Payment for Diane McNallan for Contract# 2022WAGZ-WC-04 in the amount of \$9,086.35 for Practice 410 Grade Stabilization Structure – **Board Action**  
(Funding source: WAGZ – Greater Zumbro Watershed Based Funding)  
*Motioned by Ross and seconded by Klennert to approve Voucher Payment for Diane McNallan for Contract# 2022WAGZ-WC-04 on the amount of \$9,086.35 for Practice 410 Grade Stabilization Structure.*  
*Affirmative: Ross, Klennert, Knudsen, Tentis*  
*Opposed: None*  
*Motion Carried*

- I. Approve Tom Miller Voucher Payment for Contract# 23-BWSRFeedlot-01 in the amount of \$40,294.74 (Partial Payment) for Practice 313 Waste Storage Facility – **Board Action**

***Motioned by Klennert and seconded by Ross to approve Tom Miller Voucher Payment for Contract# 23-BWSRFeedlot-01 in the amount of \$40,294.74 (Partial Payment) for Practice 311 Waste Storage Facility.***

***Affirmative: Ross, Klennert, Knudsen, Tentis***

***Opposed: None***

***Motion Carried***

**XII. Upcoming Events:**

- i. Monday, January 1, 2024 New Year's Day – Office Closed
- ii. Monday, January 15, 2024 Martin Luther King Day – Office Closed
- iii. Wabasha Forestry Day – February 9th

**XIII. Board Reports**

- A. Whitewater JPB – Lynn – ***Earlier discussion on Cover Crops.***
- B. Zumbro 1W1P – Dag ***No report***
- C. WinLaC 1W1P – Lynn ***No report***
- D. SE SWCD Technical Support JPB – Dag ***No meeting until January.***
- E. County Board Meeting – Sharleen

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

***Motioned by Klennert and seconded by Ross to Recess Regular Meeting and go In to Closed Session.***

***Affirmative: Ross, Klennert, Knudsen, Tentis***

***Opposed: None***

***Motion Carried***

**XV. Closed Session – Board Action**

- A. **Personnel Review**
  - i. Matt Kempinger
  - ii. Jenna Rasmusson
  - iii. Katelyn Abts
  - iv. Sue Cerwinske
- B. District Manager – Terri Peters personnel review and discussion
- C. Adoption of 2024 Wage Scale

**XVI. Motion to Reopen Regular Meeting – Board Action**

***Motioned by Ross and seconded by Klennert to reopen the Regular Meeting.***

***Affirmative: Ross, Klennert, Knudsen, Tentis***

***Opposed: None***

***Motion Carried***



**XVII. Approval of the following – Board Action**

**A. Adoption of 2024 Wage Scale**

***Motioned by Klennert and seconded by Ross to approve Adoption of the 2024 pay scale***

***Affirmative: Ross, Klennert, Knudsen, Tentis***

***Opposed: None***

***Motion Carried***

**B. Approve Employee Evaluations**

***Motioned by Ross and seconded by Tentis to Approve Employee Evaluations.***

***Affirmative: Ross, Klennert, Knudsen, Tentis***

***Opposed: None***

***Motion Carried***

**C. Approve 2024 Salary Recommendations**

***Motioned by Ross and seconded by Klennert to Approve 2024 Salary Recommendations.***

***Affirmative: Ross, Klennert, Knudsen, Tentis***

***Opposed: None***

***Motion Carried***

**XVIII. Adjourn – Board Action**

***Motioned by Ross and seconded by Klennert to Adjourn the Meeting at 10:40 am***

***Affirmative: Ross, Klennert, Knudsen, Tentis***

***Opposed: None***

***Motion Carried***

**Respectively Submitted By:**

\_\_\_\_\_  
**Dag Knudsen, Secretary**

3:15 PM

01/11/24

Cash Basis

## Wabasha Soil and Water Conservation District

### Cash Balances

As of December 31, 2023

	<u>Dec 31, 23</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	122,805.27
Money Market WNB Financial	7,432.88
Peoples State Bank Money Market	324,251.96
Petty Cash	69.95
WNB Financial	<u>20,546.20</u>
Total Checking/Savings	<u>475,106.26</u>
Total Current Assets	<u>475,106.26</u>
<b>TOTAL ASSETS</b>	<b><u>475,106.26</u></b>
<b>LIABILITIES &amp; EQUITY</b>	0.00



**Wabasha Soil and Water Conservation District**  
**Balance Sheet**  
**As of December 31, 2023**

	Dec 31, 23
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Money Market- Bank of Alma	122,805.27
Money Market WNB Financial	7,432.88
Peoples State Bank Money Market	324,251.96
Petty Cash	69.95
WNB Financial	20,546.20
<b>Total Checking/Savings</b>	475,106.26
<b>Accounts Receivable</b>	
11000 · Accounts Receivable	192,463.06
<b>Total Accounts Receivable</b>	192,463.06
<b>Other Current Assets</b>	
12000 · Undeposited Funds	1,684.64
<b>Total Other Current Assets</b>	1,684.64
<b>Total Current Assets</b>	669,253.96
<b>Fixed Assets</b>	
15000 · Furniture and Equipment	
Computer	7,523.00
Laptops for Distrct Techs (2)	3,149.22
Samsung Tablets	1,548.69
15000 · Furniture and Equipment - Other	109,828.00
<b>Total 15000 · Furniture and Equipment</b>	122,048.91
17000 · Accumulated Depreciation	-105,962.59
<b>Total Fixed Assets</b>	16,086.32
<b>Other Assets</b>	
Prepaid Items	
Prepaid Rent	920.43
<b>Total Prepaid Items</b>	920.43
<b>Total Other Assets</b>	920.43
<b>TOTAL ASSETS</b>	<b>686,260.71</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	

**Wabasha Soil and Water Conservation District**  
**Balance Sheet**  
**As of December 31, 2023**

	Dec 31, 23
20000 · Accounts Payable	26,717.84
<b>Total Accounts Payable</b>	<b>26,717.84</b>
<b>Other Current Liabilities</b>	
Allowance for Unemployment Reim	1,581.86
Deferred Revenue	
AIS	12,949.79
FY20 Capacity	2,353.72
FY20 NACD TA Grant	16,670.94
FY21 Buffer Initiative	5,161.22
FY21 Capacity	16,740.48
FY22 Buffer Initiative	16,867.22
FY22 Capacity	23,528.04
FY22 NACD TA Grant	72,139.65
FY22 State Cost Share	7,873.30
FY23 Buffer Law Implementation	17,000.00
FY23 Capacity	115,130.63
FY23 Conservation Delivery	2,949.68
FY23 CWF - WIC	89,363.00
FY23 LWM	12,212.61
FY23 Soil Health-Cost Share	14,175.00
FY23 State Cost Share	15,401.00
FY23 SWCD Aid	160,115.03
FY23 WCA	11,381.77
FY24-FY25 Conservation Contract	36,380.00
FY24-FY25 Conservation Delivery	39,238.00
FY24 Buffer Law Implementation	20,000.00
<b>Total Deferred Revenue</b>	<b>707,631.08</b>
Deposit on Tree Sales	6,878.68
Retainage Payable	17,691.21
24000 · Payroll Liabilities	1,192.99
25500 · Sales Tax Payable	1,446.53
<b>Total Other Current Liabilities</b>	<b>736,422.35</b>
<b>Total Current Liabilities</b>	<b>763,140.19</b>
<b>Total Liabilities</b>	<b>763,140.19</b>
<b>Equity</b>	
Fund Balance- Restatement	47,943.10
Fund Balance Designated	31,934.30
Investment in Capital Assets	16,086.32
30000 · Opening Balance Equity	649.89
32000 · Owners Equity	142,522.10

Wabasha Soil and Water Conservation District  
**Balance Sheet**  
As of December 31, 2023

	Dec 31, 23
Net Income	-316,015.19
Total Equity	-76,879.48
TOTAL LIABILITIES & EQUITY	686,260.71

5:07 PM

01/23/24

Cash Basis

# Wabasha Soil and Water Conservation District

## Profit & Loss

### December 2023

	Dec 23
Ordinary Income/Expense	
Income	
Charges for Services	
Tree Sales	0.00
Total Charges for Services	0.00
Intergovernmental Revenues	
State	
FY22-23 SDW - Phase 2	0.00
FY22-23 WAGZ	0.00
MAWQCP	9,577.71
Volunteer Nitrate Monitoring Ne	0.00
Total State	9,577.71
Total Intergovernmental Revenues	9,577.71
Total Income	9,577.71
Gross Profit	9,577.71
Expense	
District Operations	
Other Services and Charges	
Building Rent	920.43
Conferences and Conventions	1,004.45
Education and Information	26.28
Employee Education and Training	53.71
Employee Mileage	55.02
Fees and Dues	100.00
Internet Expense	79.66
Professional Expenses	
Audit Fees	1,000.00
Total Professional Expenses	1,000.00
Subs. and Pubs.	64.00
Supervisor's Expenses	0.00
Supervisor's Mileage	936.78
Vehicle Expenses	
Chevrolet Silverado Vehicle Exp	180.75
Hyundia Tucson Vehicle Expense	70.21
Total Vehicle Expenses	250.96
Total Other Services and Charges	4,491.29
Personnel Services	
Employee Salary Permanent	22,552.95

5:07 PM

01/23/24

Cash Basis

**Wabasha Soil and Water Conservation District**  
**Profit & Loss**  
**December 2023**

	Dec 23
Employer HSA contributions	750.00
Employer Life and Health	
66000 - Payroll Expenses	16,414.76
Employer Life and Health - Other	27.50
Total Employer Life and Health	16,442.26
Employer Share FICA	1,967.07
Employer Share Medicare	460.05
Employer Share PERA	2,114.95
Total Personnel Services	44,287.28
Supplies	
Office Supplies	3.45
Total Supplies	3.45
Total District Operations	48,782.02
Project Expenditures	
Federal	
319 Focus Small Wtrshd-W.Indian	2,960.00
Total Federal	2,960.00
Partners Grants	
Lower Zumbro Outreach - FEMA	6,150.19
Total Partners Grants	6,150.19
State	
FY21 Capacity	321.26
FY22-23 WAGZ	13,964.35
FY22 Capacity	4,660.36
FY23 Capacity	-139.59
FY23 Feedlot Grant - BWSR	40,294.74
MAWQCP Administration	9,577.71
State Cost Share Proj. Expense	
FY22 State Cost Share	2,025.00
Total State Cost Share Proj. Expense	2,025.00
Total State	70,703.83
Total Project Expenditures	79,814.02
Total Expense	128,596.04
Net Ordinary Income	-119,018.33

Wabasha Soil and Water Conservation District  
Profit & Loss  
December 2023

	Dec 23
Other Income/Expense	
Other Income	
Interest Income	
Interest Earnings MM's	894.92
Total Interest Income	894.92
Total Other Income	894.92
Net Other Income	894.92
Net Income	-118,123.41

**Wabasha Soil and Water Conservation District**  
**Monthly Bills Listing**  
January 25, 2024

	Type	Date	Num	Name	Memo	Account	Paid Amount
Jan 25, 24							
	Liability Check	01/25/2024	11977	Auditor/Treasurer of Wabasha County	Insurances, Health, Dental, Life and LTD	WNB Financial	-9,039.92
	Liability Check	01/25/2024	EFT	VSP Vision Care	February Premium	WNB Financial	-74.31
	Bill Pmt -Check	01/25/2024	11978	Danckwart Landscaping & Excavating	Gorman Creek Project	WNB Financial	-68,905.21
	Bill Pmt -Check	01/25/2024	11979	Dennis Shea	Jan. 1 2024 - Dec. 31, 2024 Storage and Trailer Rental	WNB Financial	-350.00
	Bill Pmt -Check	01/25/2024	11980	DVS Renewal	License tabs for Hyundai and Silverado	WNB Financial	-42.50
	Bill Pmt -Check	01/25/2024	11981	Goodhue County SWCD	Envirothon 175.00, Safta Drinking Water	WNB Financial	-557.44
	Bill Pmt -Check	01/25/2024	11982	HBC	Internet 1-02-2024 to 2-01-2024	WNB Financial	-79.66
	Bill Pmt -Check	01/25/2024	11983	Insty-Prints of Winona	Jan/Feb SWCD Stream Newsletter and West Indian Newsletter	WNB Financial	-1,310.26
	Bill Pmt -Check	01/25/2024	11984	James Peterson	22-SDWGPPh2-3 Reverse Osmosis Water Treatment System	WNB Financial	-1,996.76
	Bill Pmt -Check	01/25/2024	11985	Jennifer Wahls-C	FEMA and SELC billings	WNB Financial	-3,412.59
	Bill Pmt -Check	01/25/2024	11986	MACDE	2024 MACDE Membership Dues - 5 Employees	WNB Financial	-125.00
	Bill Pmt -Check	01/25/2024	11987	MASWCD	MASWCD FY 2024 Dues	WNB Financial	-7,077.92
	Bill Pmt -Check	01/25/2024	11988	MCIT	2024 Renewal Insurance PC435024-1 and WC435024-1	WNB Financial	-7,499.00
	Bill Pmt -Check	01/25/2024	11989	Mittel Schule, Inc.	February 2024 Rent	WNB Financial	-920.43
	Bill Pmt -Check	01/25/2024	11990	Office Depot	Pens, Flash drives, Printer ink	WNB Financial	-109.50
	Bill Pmt -Check	01/25/2024	11991	Olmsted County Public Health Services	SE MN Water Lab -Testing and Postage SDW Ph2	WNB Financial	-1,534.90
	Bill Pmt -Check	01/25/2024	11992	Olmsted County Public Works	Dec 2023 Greg Klinger MAWQCP Expenses	WNB Financial	-16,070.03
	Bill Pmt -Check	01/25/2024	11993	Olmsted SWCD	MAWQCP 4th Qtr Expenses	WNB Financial	-796.11
	Bill Pmt -Check	01/25/2024	11994	Rice- SWCD	MAWQCP 4th Qtr Expenses	WNB Financial	-215.00
	Bill Pmt -Check	01/25/2024	11995	Rosalie E. Rettmann	2023WAGZ-WC-03 351 Well Decimmissioning	WNB Financial	-1,915.00
	Bill Pmt -Check	01/25/2024	11996	SAPA SKA Farm, Inc.	2023WAGZ-WC-04 351 Well Decommissioning	WNB Financial	-1,474.50
	Bill Pmt -Check	01/25/2024	11997	SE SWCD Technical Support JPB	2024 Dues 3,000.00, MASWCD and Gorman Creek expenses	WNB Financial	-7,751.52
	Bill Pmt -Check	01/25/2024	11998	Terri Peters (Expenses)	January mileage for meetings SELC,Bear Valley,EPA, Putnam	WNB Financial	-178.22
	Bill Pmt -Check	01/25/2024	11999	University of Minnesota	U of MN Cow Calf Days sponsorship/vendorship Tour & Trade Show	WNB Financial	-100.00
	Bill Pmt -Check	01/25/2024	12000	Wabasha County Highway Department	December 2023 Gas for Chev & Hyundai	WNB Financial	-125.90
	Bill Pmt -Check	01/25/2024	12001	Wabasha Forestry Committee	Donut Resolution 300.00, WAGZ sponsor Wabasha Forestry Day	WNB Financial	-550.00
Jan 25, 24							<u><u>-132,211.68</u></u>

NRCS Field Office Report

1/25/24

John Benjamin

**CSP (Conservation Stewardship Program)**

- 14 Active contracts
- FY24 renewal ranking deadline Oct 20 No applications were ranked.
- 14 FY24 CSP classic applications submitted
- FY24 Classic sign up deadline January 12<sup>th</sup>
- FY24 Ranking deadline April 12th

**EQIP (Environmental Quality Incentive Program)**

- 21 Active EQIP contracts
- FY24 Application deadline Oct 6<sup>th</sup>
- FY24 Ranking deadline January 19
- 23 Applications in pending status
- 5 applicable applications for the IRA fund pool
- 3 applications applicable for west Indian fund pool that are moving forward.

**RCPP-EQIP (Regional Conservation Partnership Program- EQIP)**

- 3 active contracts worth
- no applications submitted.

**RCPP18 (Regional Conservation Partnership Program)**

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

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

**CRP (Conservation Reserve Program)**

- No CRP offers being accepted until new Farm Bill is passed.



# Monthly Report – January 2024

Matt Kempinger

## Projects

- Design work on 2 grade stabilization structures
- Administered review process for 1 wetland banking prospectus
- Staking and monitoring construction on 1 stream habitat project
- Soil borings for 1 grade stabilization structure
- Voucher processing for 1 manure storage project
- Provided wetland regulation planning considerations for a proposed access road
- Provided technical assistance for 1 streambank erosion site
- Shared preliminary plans with landowner for one small feedlot fix

## Others

- Coordination with NRCS on technical assistance workload into new year
- Coordinated 1 WCA TEP meeting
- Year-end reporting
- Assisted with on-site and online buffer law monitoring
- Assisted 1 landowners with MAWQCP financial assistance processing
- General project & contract management
- Answered general resource questions from public and assisted where possible

# Monthly Report – January 2024

Jenna Rasmusson

## Programs

- Organized cover crop files and verified that there were copies of everything saved to the shared drive on the computer. Went through the contract checklist to verify all documents were accounted for.
- Updated WAGZ OneDrive folder. Calculated pollution reductions for January reporting.
- Provided technical assistance to operators not in compliance with Buffer Law and offered alternative practices and opportunities to reach compliance.

## Education and Outreach

- Picked up and mailed out the Jan/Feb edition of the SWCD Stream and the Winter Edition of the West Indian Creek Newsletter.
- Started planning for 5<sup>th</sup> Grade Conservation Day, and reached out to area 5<sup>th</sup> grade teachers to get them on the reservation schedule for borrowing the conservation cubes.
- Attended Soil Health event in Spring Valley on January 18<sup>th</sup>. The focus was on managing for soil health and water holding capacity while dealing with weather extremes. Chatted with Olmsted SWCD folks and they are interested in planning a soil health event with us and Winona this year.
- Met with the Bear Valley Watershed Board on January 11<sup>th</sup> to propose a soil health field day in that area. Discussed potential demonstrations, topics, and locations.
- Attended Local Advisory Team meeting for the Elgin Drinking Water Supply Management Area. The MN Department of Agriculture presented more information on their response to the EPA petition and discussed best management practices to reduce nitrogen in groundwater. The MDA website is being updated regularly with the most recent information.

## Other/Training

- Attended Integrated Pest Management Training in Farmington on January 9<sup>th</sup>.
  - Discussed the basics of pest management: identifying pests, how to monitor/assess pest numbers and damage, guidelines for when action is needed, strategy to prevent problems, and discussed different tools available.
- Watched training videos on rotational grazing and pasture improvement.
- Attended virtual Tech Talk on seed design sheets and seed mixes for conservation cover plantings.

# **Resolution 01252024-1**

## **A Resolution for E-Link Financial Reporting**

### **2024**

*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

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Board Chair

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Date

**Resolution 01252024-2**

**A Resolution to Designate the Official Newspaper**

**For Wabasha Soil and Water Conservation District**

**2024**

*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 2024 be The Wabasha County Herald.

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Board Chair

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Date

**Resolution 01252024-3**

**A Resolution to Designate the Official Bank Depositories  
for Wabasha Soil and Water Conservation District for  
2024**

*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 01252024-4**

# **A Resolution Designating Signature Authority for Wabasha Soil and Water Conservation District Bank Accounts 2024**

*Whereas:*

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

*Whereas:*

The Wabasha SWCD Board of Supervisors had members retire, and

*Whereas:*

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

*Be it resolved:*

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

Chet Ross

Sharleen Klennert

Dag Knudsen

Seth Tentis

Lynn Zabel

and,

*Be it further resolved:*

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

*Be it further resolved:*

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

*Be it further resolved:*

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

*Be it finally resolved:*

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

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Board Chair

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Date

## **Resolution 01252024-5**

### **A Resolution to Set Board Supervisor Per Diem and Mileage Rates for 2024**

*Whereas:*

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

*Whereas:*

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

*Be it resolved:*

That the Wabasha SWCD set the 2024 per diem and mileage rates at the mandated maximum allowable level of \$125/day per diem and \$.67 /mile (IRS Rate) for Board Supervisors

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Board Chair

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Date



# **BWSR Grants Signature Authority**

## **Wabasha SWCD**

### **Resolution 01252024-6**

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.

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Board Chair

---

Date

**Cover Crops and Well Sealing**  
**Contract and Extension Signature**  
**Authority policy Wabasha SWCD**  
**Resolution 01252024-7**

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

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

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

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

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

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Board Chair

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Date

**AgBMP Loan Applications  
Signature Authority policy  
Wabasha SWCD  
Resolution 01252024-8**

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.

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Board Chair

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Date

**2024**  
**Board Policy, Operating Rules, Guidelines, and Bylaws**



Wabasha Soil and Water Conservation District

Board of Supervisors

**2024**

***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](http://www.wabashaswcd.com)

# **WABASHA SOIL AND WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS**

## **RULES OF THE BOARD OF SUPERVISORS**

### **INTRODUCTION**

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

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

### **ARTICLE 1**

#### **TRANSACTING THE BUSINESS OF THE DISTRICT**

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

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

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

### **3. Officers and Committees**

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

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

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



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

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

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

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

Charges are as follows:

For 100 or Fewer Paper Copies – 25 Cents Per Page

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

Copies on DVD - \$10.00/DVD

Copies on CD - \$10.00/CD

Commercial Use Fee-\$50.00 per request

Most Other Types of Copies – Actual Cost

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

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

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

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

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

## **ARTICLE 2**

### **RULES OF CONDUCT**

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

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

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

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

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

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

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

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

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

### **4. Interaction with District Staff.**

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

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

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

### **ARTICLE 3**

### **ETHICS POLICY**

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

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

## **2. Definitions.**

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

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

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

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

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

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

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

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

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

## **ARTICLE 4**

### **SANCTIONS FOR VIOLATION OF THESE RULES**

Violation of any portion of these Rules shall be considered "malfeasance" or "neglect of duty". Sanctions for violation of these rules will be in accordance with state statute 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: \_\_\_\_\_

**Requestor:** Wabasha Chapter of the Minnesota Forestry Association

**Purpose:** The Wabasha Chapter of the Minnesota Forestry Association is requesting \$250 from the Watershed Alliance for the Greater Zumbro to support educational events for private landowners in SE MN, primarily from Wabasha County. This amount would off-set the costs of food and speaker stipends. We are currently able to provide \$100/speaker whose time and mileage are not covered by their work.

**Background:** The Annual Wabasha Forestry Day is in its 47<sup>th</sup> year. This event is an educational day for private landowners in SE MN. The program was created by Terry Helbig, DNR Forester with partnerships through the Wabasha Forestry Committee, Wabasha Soil & Water Conservation District, Minnesota Forestry Association and support from other partners (e.g. Southeast Landscape Committee, The Nature Conservancy, Minnesota Land Trust, Trust for Public Land and many others).

We have 7 active members in our committee. Each one contributes something different and much of our time is volunteered. Committee members provide different perspectives in woodland management and resources available to landowners. We strive to provide topics of interests to landowners based on input from previous events, from partners and other interests. Our goal is to keep the costs down as best we can, generally charging enough to cover our costs. We had 90 people at our 2023 program. Plan writers and loggers have recently participated, likely due to the offering of continuing education credits for both parties.

We have received sponsorship from our Wabasha SWCD partners through donation of trees, donuts, "healthy" food items, money and time. DNR does the bulk printing, mailings and maintains current mailing list along with providing time to the event. Other members have donated time, created goods to sell, provided door prizes and much time and support to the event and other activities.

Each year we acknowledge a Woodland Manager of the Year. We have had several of our nominees go on to be awarded the MASWCD Outstanding Woodland Steward award.

Our committee supports the Wabasha County 4-H. The last 2 years we have been able to provide a cash award to entrants in the forestry category. Please see the attached from this past year's award recipient.

Thank you for considering this request. We look forward to hearing from you.

Jen Wahls  
Secretary, Wabasha Forestry Committee

**Committee Costs (based on 2023): ~\$1,200**

\$950 – food/beverage  
\$125 – miscellaneous  
\$50 – presenter stipend  
\$75 – 4-H award  
\$50 – member meal – planning

**Committee estimated costs for 2024: ~\$1,450**

\$975 – food/beverage  
\$125 – miscellaneous  
\$200 – presenter stipend  
\$100 – 4-H award  
\$50 – member meal – planning



# Cow Calf Days<sup>©</sup>

## Seminar Tour & Trade Show

### Sponsorship & Vendor Form

Company/Organization: Waabasha County Soil & Water Conservation District

Person(s):\_\_\_Terri Peters

Title:\_\_\_\_\_ District Manager\_

Address:\_\_\_611 Broadway Ave. Suite 10\_\_\_

City, State, Zip:\_\_\_ Wabasha, MN 55981\_

Phone:\_\_\_\_\_651-560-2044\_\_\_\_\_

Email:\_\_\_terri.oeters@mn.nacdn.net\_\_\_

Need Invoice: Yes\_\_\_X\_\_\_ No\_\_\_\_\_

Please return this completed form to [emmousel@umn.edu](mailto:emmousel@umn.edu) or mail to the address below.

Please make checks payable to the **University of Minnesota.**

Please indicate if an invoice is required.

University of Minnesota Beef Team

Attn: Eric Mousel

1861 E Hwy 169

Grand Rapids, MN 55744

Ph. 218.398.1916, Fax: 218.327.4126, email: [emmousel@umn.edu](mailto:emmousel@umn.edu)



# Cow Calf Days<sup>®</sup>

## 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

X 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

\_\_\_ Staples, MN

\_\_\_ Starbuck, MN

\_\_\_ Bagley, MN

\_\_\_ Pipestone, MN

\_\_\_ Roseau, MN

X Oronoco, MN

\_\_\_ Iron, MN

\_\_\_ Le Sueur, MN



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

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## FW: work plan

1 message

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

Wed, Jan 24, 2024 at 9:50 AM

Can you add this to board agenda for discussion – Topic: Nutrient Management Technician (MDA funding). The email could be added.

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**From:** Scanlan, Robert (MDA) <[Robert.Scanlan@state.mn.us](mailto:Robert.Scanlan@state.mn.us)>  
**Sent:** Monday, January 22, 2024 11:06 AM  
**To:** Peters, Terri - FPAC-NRCS, MN <terri.peters@mn.nacdn.net>  
**Cc:** Gunderson, Larry (MDA) <[larry.gunderson@state.mn.us](mailto:larry.gunderson@state.mn.us)>  
**Subject:** work plan

Hi Teri,

Thanks for taking some time last week to talk to me about a potential partnership with MDA. Attached is a draft work plan that talks about some of the specifics regarding duties of the SE MN Nutrient Mgt. Technician position. As you will see, a key objective of the technician will be to work closely with Sara West – Nut. Mgt. Specialist from Fillmore SWCD. The thought was that she has done some of the work in SE MN in regard to MMPs on a few of the farms already so the nutrient mgt. technician would work with her to ensure that we're not duplicating work and to streamline the process. Because Sara is involved with the project, Fillmore SWCD will be one of the project managers along with your SWCD if you choose to partner on this project.

The attached workplan is a draft and open for discussion. Nothing is set in place. If you have some ideas on how to improve the deliverables, I'd be happy to hear them.

Let me know if you have any question.

Thanks!

Bob Scanlan

NFMP Coordinator

MDA

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 **SE MN Nut mgt. tech\_Workplan MCredits\_10\_24\_23 LG (002) (003).docx**  
1973K

# SE MN Nutrient Management Technician Position Workplan

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## **Project Title**

Nutrient Management Technician (Technician) for targeted nutrient management and nitrogen tracking on livestock farms in SE MN.

## **Project Managers**

\_\_\_\_\_ County Soil and Water Conservation Service

\_\_\_\_\_  
District Manager

\_\_\_\_\_, MN 559\_\_

Office Ph: (507) \_\_\_\_\_ - \_\_\_\_\_

Email:

And,

Fillmore County Soil and Water Conservation Service

Riley Buley

District Manager

900 Washington Street NW

Preston, MN 55965

Office Ph: (507) 765-3878 (x3)

Email: riley.buley@fillmoreswcd.org

## **Project Leader - Minnesota Department of Agriculture (MDA)**

Dawn Bernau

Soil Scientist

Minnesota Department of Agriculture

2118 Campus Dr. SE, Suite 100

Rochester, MN 55904

Office: (507) 206-2881

Email: dawn.bernau@state.mn.us

## **Project Duration**

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

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

## SE MN Nutrient Management Technician Position Workplan

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### Project Summary

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

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

- **Nutrient Management Technician (.33 FTE????)-** This contracted position will provide assistance to the Specialist while developing nutrient management plans and tracking all sources of nitrogen in the targeted areas of SE MN. The Technician will be contracted by \_\_\_\_\_ SWCD
- **Nutrient Management Specialist) (0.2 FTE) –** Funding through this initiative will provide additional support for nutrient management planning in targeted areas of SE MN. Funds will support an existing Fillmore SWCD Nutrient Management Specialist.

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



## SE MN Nutrient Management Technician Position Workplan

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to provide assistance in any of the other nutrient management programs offered by the Specialist, including NMI or other programs, to improve or enhance adoption of practices. Lastly, the technician may provide guidance for producers to pursue technical and/or financial assistance to implement ecological or structural practices through local, state, or federal programs such as 1W1P, state cost share, and EQIP.

### **Background**

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

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

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

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

## SE MN Nutrient Management Technician Position Workplan

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### Nutrient management with a focus on Nitrogen

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

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

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

## SE MN Nutrient Management Technician Position Workplan

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

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

Education and promotion of nitrogen BMPs is an important factor in ensuring that BMPs are being implemented in each Level 2 DWSMA. All Level 2 DWSMAs in SE MN are working through their local advisory teams (LATs) to develop a set of BMPs and AMTs specific to the needs of each DWSMA. The LATs are made up of local producers, fertilizer dealers, and agronomists who work in the DWSMA and have a good understanding of farming practices in the area. These LATs take into account localized concerns, agronomic practices, and hydrology when making nitrogen BMP decisions. A common BMP list for a DWSMA may include split application of N on coarse textured soils, following the UMN recommendations for nitrogen application on corn, and tracking of all sources of nitrogen being applied to cropland. While working with producers on NMPs or other tasks, the Technician may provide education and promotional support for BMP adoption to producers working in each Level 2 DWSMA.

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

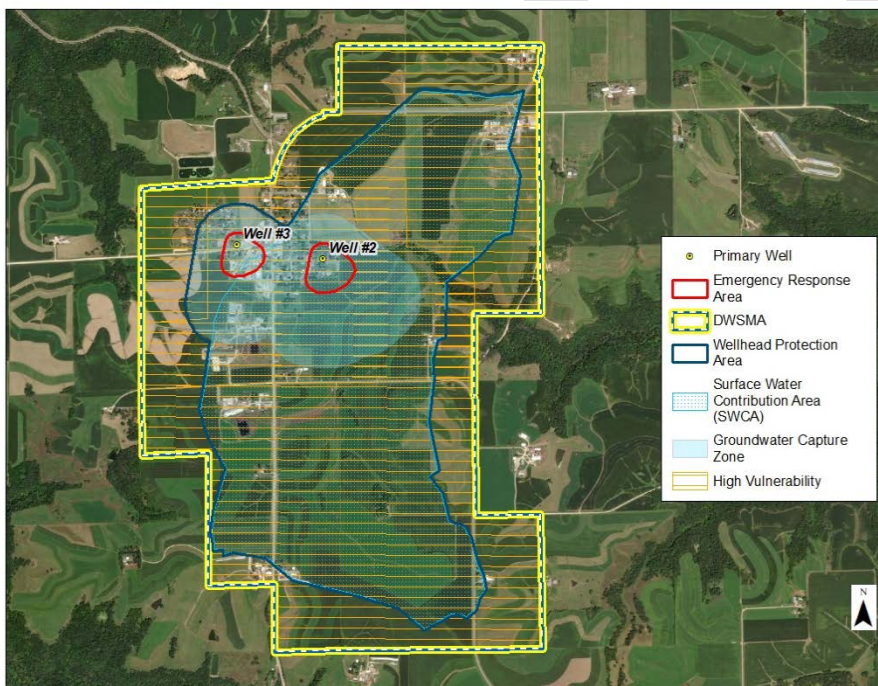
## SE MN Nutrient Management Technician Position Workplan

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

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

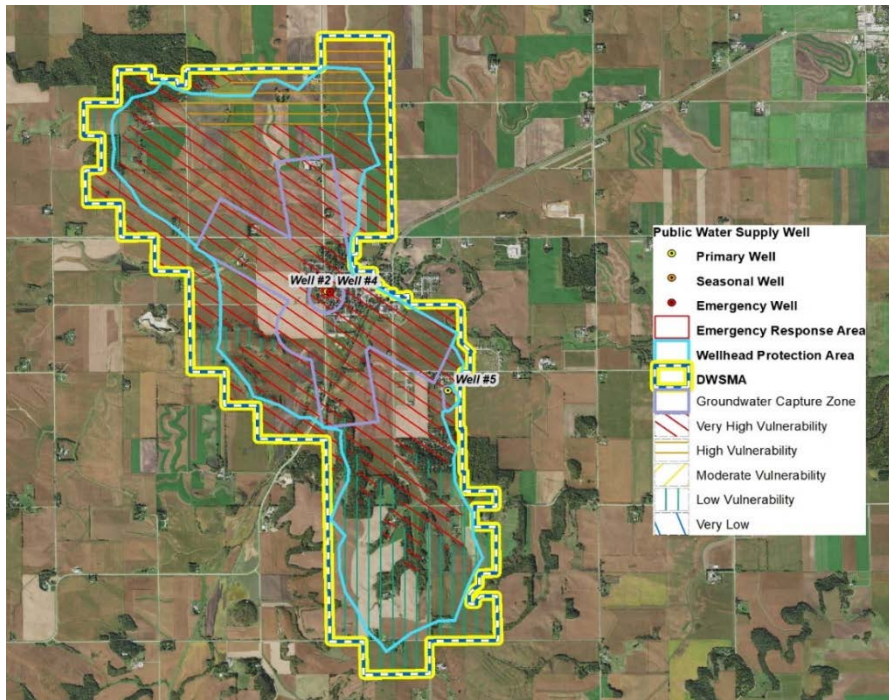
**Altura DWSMA Map**



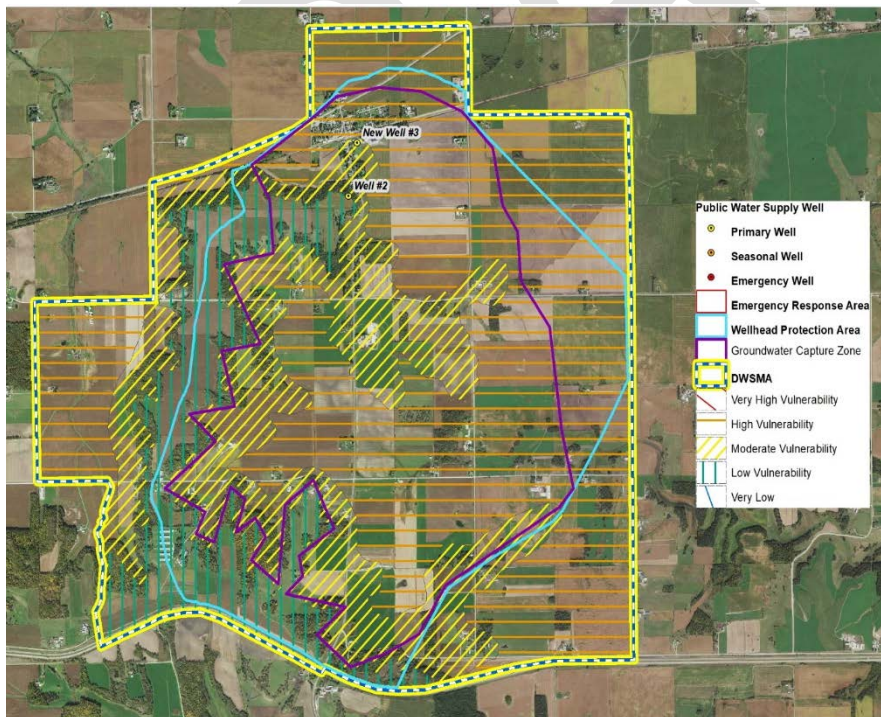


# SE MN Nutrient Management Technician Position Workplan

## Elgin DWSMA Map



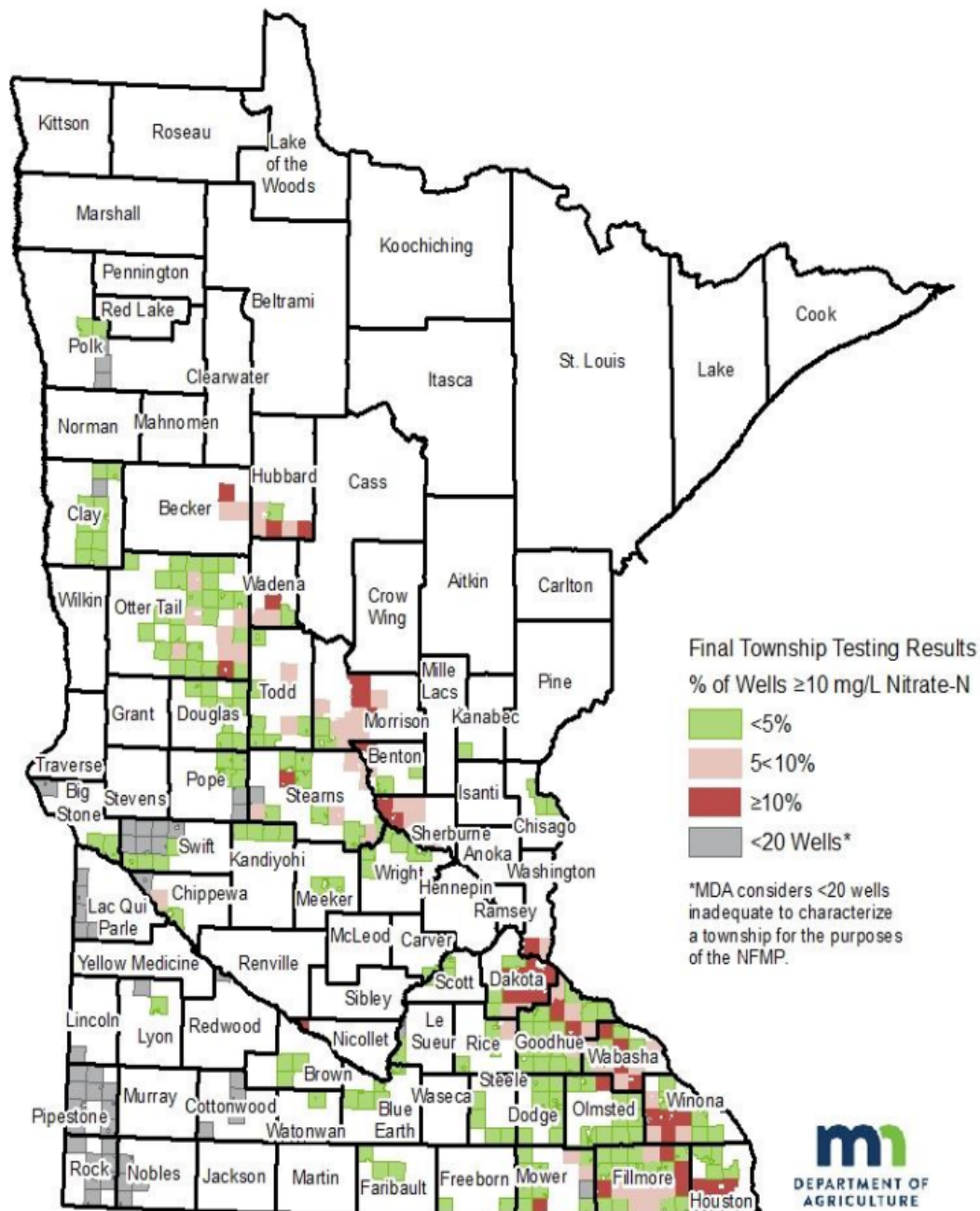
## Utica DWSMA Map



## SE MN Nutrient Management Technician Position Workplan

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

### Final Township Testing Private Well Nitrate Results



## SE MN Nutrient Management Technician Position Workplan

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### Partnership Roles

The MDA (State) will develop a Joint Powers Agreement with the Fillmore County SWCD and \_\_\_\_\_ County SWCD (Governmental Unit) to accomplish the deliverables set forth in this work plan.

1. **Fillmore SWCD and \_\_\_\_\_ SWCD:** Provide contract management and ensure deliverables outlined in this agreement are met. Provide technical resources where needed.
2. **Minnesota Department of Agriculture (MDA):** Provide oversight to see that the deliverables outlined in this agreement are met and provide nitrogen application record keeping forms or other MDA sponsored forms and educational materials as needed. Assist with project coordination when needed.

### Deliverables

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

The Technician will:

- a. Use forms to track progress with producers who need assistance to update NMPs, improve nitrogen crediting, or BMP adoption. Such forms shall include, at a minimum: producer information, facility location, type of storage areas, storage capacity (months), manure testing frequency, N content of manure, amount of manure generated/year, method(s) of application, equipment calibration (if not using a certified commercial applicator), crop needs for N, account for all sources of N including legume credits, MAP, DAP applications, etc., and total crop acres.
- b. Report quarterly findings of manure management needs and/or relevant conservation needs to local SWCD staff for livestock producers requesting technical and/or financial assistance.
- c. Submit a quarterly report of work activity to MDA.

## SE MN Nutrient Management Technician Position Workplan

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

### **Budget**

Not to exceed \$100,000 for fiscal years 2025 & 2026.

Entity	Vehicle	Salary	Office Supplies	Total
Technician	4,000	60,000	-	64,000
Specialist	2,000	32,000	-	34,000
SWCD Adm.	-	1,800	200	2,000
Total	6,000	93,800	200	100,000



# Cow Calf Days™

2024 Seminar Tour & Trade Show

Oronoco, MN

February 8, 2024, 5:30 PM

Rossman Farms

7000 70<sup>th</sup> St. NW

Contact: Tony @ 507.259.2174 or Michelle @ 507.292.1191

\$10 per person at the door, includes meal and materials

## Topics

*Beef Research Update*

*Eric Mousel U of M Beef Team*

*Grazing Strategies*

*MN Grazing Lands Association*

*Cow and Heifer Nutrition to Optimize Success*

*Dr. Dan Larson, Great Plains Livestock  
& Dr. Grant Crawford, Merck Animal  
Health*



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**For more information  
contact:**

**Mark Miller** 651-299-4036  
**Jen Wahls** 218-310-9058

To help with food planning,  
please RSVP by Jan 29<sup>th</sup>, 2024  
by calling Lake City DNR 651-  
299-4014, online

<http://tinyurl.com/Wabasha-Forestry-Day> or scanning the  
QR code. You may also  
register the day of the event.



**Agenda**

9:00 am	<b>Registration</b> – Donuts & coffee
9:30 am	<b>Welcome &amp; Acknowledgements</b> Overview of the day, acknowledgements & prizes
10:00 am	<b>Sharing the Land: A Land Ethic, Access and Management</b> Doug Duren, Sharing the Land <a href="mailto:doug@dougduren.com">doug@dougduren.com</a>
10:45 am	<b>Goods from the Woods: Crafted and Wild Foraged Products</b> Andrew Shodean, Spartacus Wild Foraging <a href="mailto:Spartacus.w.f.llc@gmail.com">Spartacus.w.f.llc@gmail.com</a>
11:30 am	<b>Break &amp; Prizes</b>
11:45 am	<b>Woodland Manager of the Year Award</b>
12:15 pm	<b>Lunch at the Front Porch Bar &amp; Grill</b>
1:00 pm	<b>Prizes</b>
1:15 pm	<b>Markets &amp; Utilization</b> Scott Burns, MN DNR <a href="mailto:scott.burns@state.mn.us">scott.burns@state.mn.us</a>
2:00 pm	<b>Friend or Foe: Common invasives and management techniques</b> Minnesota Department of Agriculture
2:30 pm	<b>Landowner Assistance &amp; Program Updates</b> Mark/Jen, Wabasha Forestry Committee
2:50 pm	<b>Final prizes &amp; closing remarks</b>

# Wabasha Forestry Day 2024: The Value of Land

\$12 fee for the day includes morning refreshments and lunch. 3.5 SFEC CE credits available and  
3 MLEP CE credits.

**Sponsored by:**

Wabasha Forestry Committee  
MN Department of Natural Resources MN  
Forestry Association  
Landscape Connections, LLC  
Wabasha Soil & Water Conservation District  
MN Logger Education Program  
Newman Tree Farm  
Southeast Landscape Committee Watershed  
Alliance for the Greater Zumbro

**February 9th, 2024**

**9:00 am to 3:00 pm**

**Front Porch Bar & Grill**

**100 N Sheppard St Kellogg, MN 55945**

A cash bar will be available