

Lac qui Parle-Yellow Bank Watershed District
Regular Meeting Minutes #601
March 4, 2020

Call to Order

The meeting was called to order by Chairman, Darrel Ellefson at 4:30 p.m. in the Lac qui Parle County Courthouse, Commissioners' Room, Courthouse, 600 6th Street, Madison, MN. **Managers present:** Chairman Darrel Ellefson, Vice-Chairman John Cornell, Secretary David Craigmile, Treasurer David Ludvigson, & Publicity Manager Michael Frank. **Managers absent:** none **Staff present:** Coordinator Mitch Enderson, Drainage Manager Jared Roiland, and Park Manager Ron Fjerkenstad. **Staff Absent:** Administrator Trudy Hastad. **Others present:** Joe Drietz, Attorney Matt Haugen, Jim Barthel, Roger Karels, & Arvin Mueller.

Approval of the Agenda

Chairman Ellefson asked for additions to the agenda. There were none. **M/S/P** to approve the agenda:

Motion: David Craigmile **S**econded: Michael Frank **P**assed: 5-0

Staff Reports:

PARK: Park manager, Ron Fjerkenstad gave his monthly report.

- Park manager reported on a mower he would like as a replacement for park from COOP.
- Offer of \$1,500 for trade in of the old mower, final price quote of \$8,335.18. They would also provide local service and loaner mowers during warranty recall times. The manager requested a second quote on a comparable mower.

DRAINAGE MANAGER/INSPECTOR: Jared Roiland reported on monthly activities.

- Reported on status of buffer compliance.
- Discussed having the SWCD re-seed the ditch banks on ditches that have had cleanouts. Watershed Ditch #92 was cleaned last year and needs the banks re-seeded. Discussion followed

M/S/P to hire the SWCD to re-seed the ditch banks after ditch cleanouts with maximum cost \$94/acre.

Motion: David Craigmile **S**econded: David Ludvigson **P**assed: 5-0

- We ordered the study guides needed to take the pesticide certification tests and I have started reviewing them in my free time.
- Continue to update information in Drainage DB.
- The hearing for the final engineer report on the Improvement of County Ditch #42 has been scheduled for Friday, March 27, 2020 at 10:00 a.m. in the Lac qui Parle County Commissioners' Room.

COORDINATOR: Coordinator Mitch Enderson reported on monthly activities.

- We have less than two months left of the Drainage Records Modernization grant and we have most things completed.
- Houston Engineering will join local staff to review the draft WRAPS & TMDL reports in a meeting to be held on Friday, March 13, 2020 in the LQP County Annex.
- SSTS maintenance booklets and reminder letters were sent with the amortization schedules to the landowners who borrowed funds in 2019.
- Soil boring were completed at the dam sites by American Engineering Testing for the Del Clark/Canby Creek grant.
- A conference call with local partners was held on the February 17th to discuss submitting a basic application for the Florida Creek restoration. The group decided to submit an application for funding.
- We met with the local partners to review resolutions to move forward with a planning grant for 1W1P, discuss boundary change, set up a steering team, and made plans for working on the RFP application.
- I asked the board to review and approve the resolution to apply for planning grant for 1W1P and Yellow Bank portion boundary change.

M/S/P to sign finalized version of resolution (attached) to enter into 1 WIP and accept the boundary change.

Motion: David Craigmile Seconded: Michael Frank Passed: 5-0

WCA – Coordinator Mitch Enderson:

- I have been working with a landowner on replacement for draining wetlands. There will be a conference call next week to determine if one of the wetlands is eligible to be replaced through the Ag Bank or if it will require mitigation from the Standard Bank.
- Two permits were submitted for bridge replacements that should be held because they are asking for wetland delineation concurrence which will require the Technical Evaluation Panel to go on site when weather allows.
- A no-loss application was submitted for culvert installations between Yellow Bank Township, sections 28/29. Discussion followed on how culvert size was determined. The landowner asked for the culvert to be placed 6 inches above ditch on the west side. The Township doesn't want to drain the wetland, just put in an equalizer culvert to keep the road intact. The Board held decision until they received more surrounding information and elevations in addition to a site visit.

M/S/P to hold making a decision on the no-loss application for Yellow Bank Township so the Board can conduct a site visit and elevation information is gathered.

Motion: Michael Frank Seconded: David Craigmile Passed: 5-0

OTHERS: Roger Karels, Jim Barthel, & Arvin Mueller met with the Board to discuss a project in section 33, Yellow Bank township. They noted that not all the landowners have finished their permits. Attorney Haugen reviewed a letter he shared with the Board stating the Watershed Board of Managers did not have authority to force a private cleanout of a natural waterway, but the Watershed does have rules & regulations that state permits are required for work on natural runs, and permits are required for any dike, levee, or dam created. There would need to be further investigation by WS to determine if an actual obstruction was constructed. Discussion followed on what would constitute "normal farming practices". The Board of Managers will conduct a site visit on March 27, 2020 following their special meeting. No further action was taken.

Treasurers Report: Manager Ludvigson read the Treasurer's report.

M/S/P to approve the Treasurers report.

Motion by: David Craigmile Seconded by: John Cornell Passed: 5-0

The following warrants were presented for approval:

Number Vendor Details 02/06/2020 to 03/04/2020

General Klein Account:

6130	Kockelman Construction	Canby Creek soil boring snow removal	\$501.00
6131	Yellow Medicine SWCD	WRAPS -2/19/20 meeting	\$432.20
6132	Mitchell Enderson	WRAPS – mileage reimbursement	<u>\$57.51</u>
		TOTAL	\$990.71

UPB Park Expense Account:

1181	Kockelman Construction	snow removal	\$460.00
1182	Lund Implement Company	tractor repair	\$940.80
1183	VOID	VOID	\$-0-
1184	VOID	VOID	\$-0-
1185	VOID	VOID	\$-0-
1186	Lincoln Pipestone Rural Water	utilities	\$26.08
1187	Olson Sanitation Inc.	trash expense	\$15.21
1188	Frontier Communications	park phone, fax, internet	\$283.50
1189	Antony Gravel LLC	snow blowing @ park	\$700.00
1190	Lyon-Lincoln electric Coop	park electricity	\$822.50
1191	Ag Plus Cooperative	gas	\$29.18
1192	U S Postal Service	PO Box 2 – yearly payment	\$64.00
1193	Canby Print Shop	receipt book tops, 1000 daily permits, etc	<u>\$640.67</u>
		TOTAL	\$3,981.94

UPB GENERAL ACCT:

20020-20022	semi-monthly payroll	Feb 1-15 2020 payroll	\$4,807.61
20023	Darrel Ellefson	per diem, mileage	\$616.39
20024	David Craigmile	per diem, mileage	\$209.88
20025	David Ludvigson	per diem, mileage	\$242.37
20026	John Cornell	per diem, mileage	\$328.70
20027	Michael Frank	per diem, mileage	\$138.43
3778	LQP-YB Liability Acct	semi-monthly payroll – PERA	\$952.19
3779	PERA	semi-monthly payroll (12-1-19 to 12-15-19)	\$929.62
3780	Minnesota Revenue	2019 4 th quarter	\$134.06
3781	Patrick Johnson	20 nuisance beaver	\$400.00
3782	Nelson Oyen Torvik	legal services	\$810.00
3783	Rinke Noonan Attorney's	monthly retainer & CD #42 Imp \$487.50	\$687.50
20028-20030	semi-monthly payroll	Feb 16-29, 2020 payroll	\$4,807.60
20031	park payroll	February park payroll	\$2,068.40
3784	LQP County Auditor/Treasurer	February postage	\$63.80
3785	LQP-YB Liability	Federal withholding	\$3,714.48
3786	LQP County Auditor/Treasurer	April health insurance	\$4,335.00
3787	VOID	VOID	\$-0-
3788	LQP-YB Liability	semi-monthly & monthly PERA	\$1,341.20
3789	PERA	late fee	\$10.00
3790	Minnesota Revenue	February sales & use tax	\$56.00
		TOTALS:	\$26,653.23

Debit Card

University of Minnesota Bookstore	spray materials	\$114.95
University of Minnesota Bookstore	spray materials	\$50.45
MAWD	Trudy legislative registration	\$100.00
	TOTAL:	\$265.40

DITCH ACCT:

None **TOTAL \$0.00**

M/S/P to approve the warrants.

Motion: John Cornell

Seconded: David Ludvigson

Passed: 5-0

Secretary's Report:

Manager Craigmile reviewed meeting minutes #600 as mailed.

M/S/P to approve meeting minutes #600.

Motion: David Ludvigson

Seconded: John Cornell

Passed: 5-0

Administrator Report/Old & New Business: Coordinator Mitch Enderson gave the report in Administrator Hastad's absence.

- Presented and reviewed the cooperation agreement for services with the LQP SWCD. Discussion followed.

M/S/P to approve the cooperative service agreement with the LQP SWCD. (attached)

Motion: Michael Frank

Seconded: Manager Craigmile

Passed: 5-0

- Discussed a request from LQP SWCD for \$250 for the regional youth environment fair. Mitch will also be working at the environmental fair. Discussion followed.

M/S/P to approve the request for \$250 for the regional youth environmental fair.

Motion: David Craigmile

Seconded: John Cornell

Passed: 4-1 with Manager Ludvigson voting no.

- Set special meeting date for the final hearing for Improvement of CD #42 to be held in the LQP County Commissioners' Room on Friday, March 27, 2020 at 10:00 a.m. Reported that a landowner meeting will be held on Tuesday, March 17, 2020 for the status of the Improvement of County Ditch #54.

PERMITS - The following permit applications were applied for

12966	Adelman Dairy Farms, Inc.	Yellow Bank, 35	Seepage, main tile	03/04/20 DE
12967	Brian Croatt	Madison, 33	seepage, main tile	03/04/20 DL
12968	Brian Croatt	Arena, 14	seepage lines	03/04/20 DL
12969	Citrowske Farms	OshKosh, 22	seepage lines	03/04/20 MF
12970	Citrowske Farms	OshKosh, 19	seepage lines	03/04/20 MF
12971	Jon Gorder	OshKosh, 16/17	seepage, main tile	03/04/20 MF
12972	Rick Hersom	Riverside, 20	seepage lines	03/04/20 DE
12973	Rick Hersom	Riverside, 19	seepage lines	03/04/20 DE
12974	Rick Hersom	Riverside, 20	seepage, main tile	03/04/20 DE
12975 Renew #12543	Rick Hersom	Riverside, 19/20	seepage, main tile	03/04/20 DE
12976 Renew #12468	Hersom Farms, Inc.	Riverside, 29	seepage lines	03/04/20 DE
12977 Renew #12327	Rick Hersom	Riverside, 19/20	seepage lines	03/04/20 DE
12978	Lac qui Parle Township	Lac qui Parle, 27	replace culvert	03/04/20 DC
12979	Richard Larsen	Norman, 13/14	seepage, main tile	03/04/20 MF
12980	Brian Rangaard	Norman, 12	seepage lines	03/04/20 MF
12981	Paul Radermacher	Walter, 2	main tile	03/04/20 DE
12982	Mike Spors	Agassiz, 31/ YB, 36	seepage lines	03/04/20 DE
12983	Chad Strei	Walter, 36	clean ditch	03/04/20 DE
12984	Chad Strei	Walter, 36	clean ditch	03/04/20 DE
12985	Chad Strei	Walter, 2	clean ditch	03/04/20 DL
12986 Renew #12518	Jim Vaala	Cerro Gordo, 16	seepage & main tile	03/04/20 DE

Permits Denied: two permits for Joey Goeden for WCA joint application; Dale & Dean VonEschen for site visit; Arvin Mueller for site visit; Adelman Dairy for site visit; Dean VonEschen for WCA & signature.

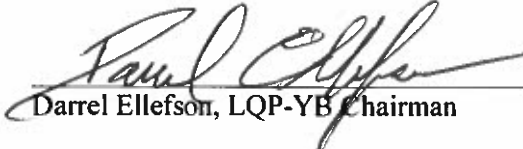
M/S/P to approve watershed permits:

Motion: David Craigmile

Seconded: John Cornell

Motion: 5-0

Meeting adjourned at 6:20 p.m.


Darrel Ellefson, LQP-YB Chairman

Attest:


David Craigmile, LQP-YB Secretary

Minutes prepared by Hastad

The next regularly scheduled meeting of the Lac qui Parle-Yellow Bank Watershed District is Tuesday, April 7, 2020 at 4:30 p.m. at the Lac qui Parle County Courthouse, Commissioners' Room.

RESOLUTION # 01-2020

**Resolution to support a Lac qui Parle and Yellow Bank Rivers'
One Watershed, One Plan Project.**

WHEREAS, the Minnesota Board of Soil and Water Resources has developed policies for coordination and development of comprehensive watershed management plans, also known as One Watershed, One Plan, consistent with Minnesota Statutes, Chapter 103B.801, Comprehensive Watershed Management Planning Program; and

WHEREAS, Minnesota Statutes, Chapter 103B.301, Comprehensive Local Water Management Act, authorizes Minnesota Counties to develop and implement a local water management plan; and

WHEREAS, Minnesota Statutes, Chapter 103D.401, Watershed Management Plan, authorizes Minnesota Watershed Districts to develop and implement a watershed management plan; and

WHEREAS, Minnesota Statutes, Chapter 103C.331, subdivision 11, Comprehensive Plan, authorizes Minnesota Soil and Water Conservation Districts to develop and implement a comprehensive plan; and

WHEREAS, the counties, soil and water conservation districts, and watershed districts within the Lac qui Parle Watershed (#18) and Upper Minnesota River Watershed (#16), as identified in the attached One Watershed, One Plan Suggested Boundary Map, have interest in developing a comprehensive watershed management plan for these areas; and

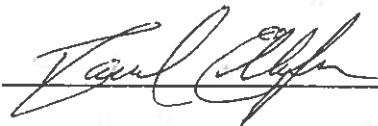
WHEREAS, the counties, soil and water conservation districts, and watershed districts within the Lac qui Parle Watershed, #18, and Upper Minnesota River Watershed, #16, request that the Minnesota Board of Water and Soil Resources accept the proposed boundary change to watersheds #16, #18 and #20 as delineated in the attached Intended Boundaries Exhibit. Local Government Units believe this change will allow for a more localized approach to One Watershed, One Plan in the portion highlighted in the attached exhibit of the suggested Minnesota River 1W1P planning boundary #16 that lies within the Lac qui Parle – Yellow Bank Watershed District legal jurisdiction as well as the hashed portion in #16 that will be adopted into a future Chippewa 1W1P planning boundary.

NOW, THEREFORE, BE IT RESOLVED, that the Lac qui Parle – Yellow Bank Watershed District recognizes and supports watershed-scale planning efforts consistent with Minnesota Statutes, Chapter 103B.801, also known as One Watershed, One Plan; and

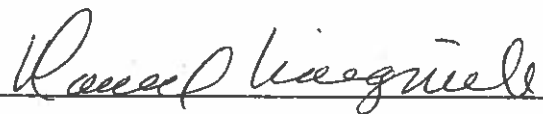
BE IT FUTHER RESOLVED that the Lac qui Parle – Yellow Bank Watershed District agrees with and supports the boundary change identified in the attached map and requests, from BWSR, an approval of the planning boundary change as identified; and

BE IT FURTHER RESOLVED that the Lac qui Parle – Yellow Bank Watershed District welcomes the opportunity to collaborate with the counties, soil and water conservation districts, and watershed districts within the Lac qui Parle and Yellow Bank Rivers’ Watersheds for watershed-scale planning efforts in the future; and

BE IT FURTHER RESOLVED that the Lac qui Parle – Yellow Bank Watershed District supports an application to the Board of Water and Soil Resources for a planning grant to develop a comprehensive watershed management plan and anticipates entering into a Memorandum of Agreement with the counties, soil and water conservation districts, and watershed districts within the Lac qui Parle and Yellow Bank Rivers’ Watersheds, to collaborate on this effort, pending selection as a recipient of a planning grant.

Witness: 

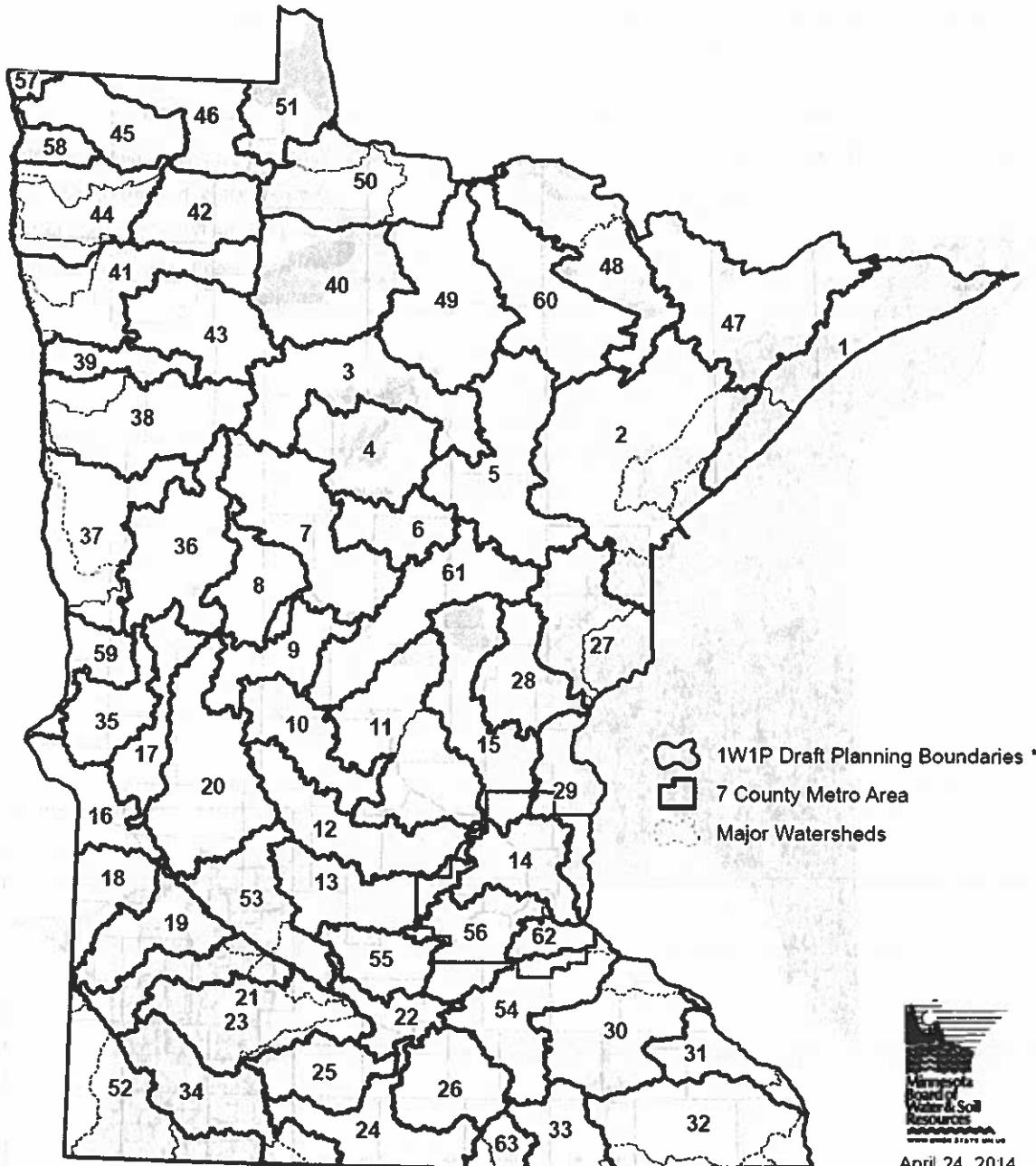
Date: 3/4/20

Attest: 

Date: 3/4/20

One Watershed, One Plan

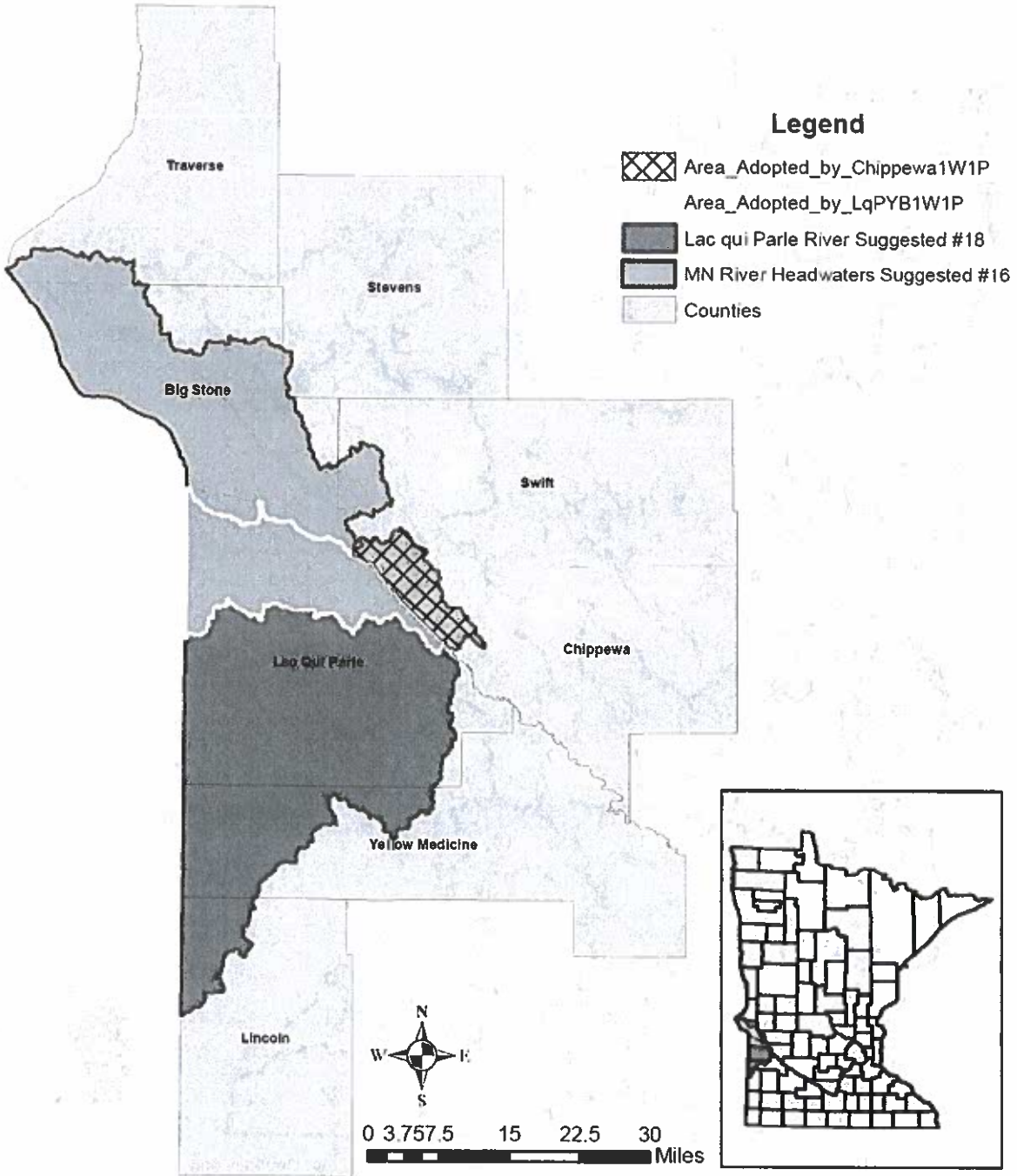
Suggested Boundary Map



April 24, 2014

*Not legal boundaries; intended for planning purposes through One Watershed, One Plan only

Intended 1W1P Boundaries



**Agreement for Services
Between the
Lac qui Parle Yellow Bank Watershed District
And the
Lac qui Parle Soil and Water Conservation District**

This agreement made on the 11 day of April, 2019, between the Lac qui Parle Yellow Bank Watershed District (hereinafter referred to as the "WD"), and the Lac qui Parle Soil and Water Conservation District (herein after referred to as "SWCD"), both governmental units and political subdivisions of the State of Minnesota. This agreement is made pursuant the authority conferred upon the parties by **MS § 103C.231**.

Purpose: The purpose of this agreement is to define the responsibilities and obligations of each party for the services to be provided by the SWCD for the WD as more fully described herein or as described in Exhibit A attached hereto and incorporated by reference.

Term: This Agreement shall be effective as of April 1, 2020, notwithstanding the dates of the signatures of the parties and shall remain in effect until 100 hours have been reached or by December 31, 2020, unless terminated by law or according to the provisions of this Agreement. Prior to the end of effective date, the parties will meet to discuss arrangements for another Agreement for these services or other arrangements.

Scope of Services: The SWCD agrees to provide technical assistance to the WD as more fully described in Exhibit A attached hereto and incorporated by reference. This agreement also allows for an exchange of other technical services between the Districts as deemed necessary by the District Manager, District Administrator and District Boards to be compensated at a rate agreed upon prior to the services.

Cost: The total amount to be paid by the WD for all district management services provided by the SWCD pursuant to this agreement shall be paid at a reimbursable rate set annually by the boards of each SWCD. This amount is exclusive to any other items of work that may be negotiated as part of this agreement.

Time of Payment: The SWCD will invoice the WD on a monthly basis. The WD will make payment to the SWCD within 30 days of receiving an invoice for the services provided. If Services are provided by the WD to the SWCD they will set up an arrangement to reduce the management invoice, if the boards so choose.

Payment Upon Termination: In the event this Agreement is terminated before the completion of services, the WD will compensate the SWCD for the services provided in a satisfactory manner, in a prorated sum at the rates set forth in this Agreement. In no case shall such payment exceed the amount for actual services rendered.

Compliance With Laws/Standards: The parties agree to abide by all federal, state or local statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this agreement or to the facilities, programs and staff for which each party is responsible.

Independent Contractor Status and Employee Status: Nothing in the Agreement is intended or should be construed as creating the relationship, joint venture or employer-employee relationship between the parties. The SWCD, its officers, employees or agents in implementing the terms of this agreement will not become employees of the WD and the WD officers, employees or its agents will not become employees of the SWCD.

Subcontracting: A party shall not enter into any subcontract for the performance of the services contemplated under this Agreement without prior written consent of the other party and subject to such conditions and provisions as are deemed necessary. The subcontracting party shall be responsible for the performance of its subcontractor unless otherwise agreed.

Assignment: A party shall not assign any interest in this Agreement without prior written consent of the other party. The assigning party shall be responsible for the performance of its assignee unless otherwise agreed.

Liable for Own Acts: Each Party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern the liability of the parties. Each party warrants that it has insurance or self-insurance program and that it has minimum coverage consistent with the liability contained in Minn. Stat. ch. 466.

Authorized Representatives: the following named persons are designated the authorized representatives of the parties for the purpose of the Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, the authorized representative shall have only the authority specifically or generally granted by their respective Boards. Notification required to be provided pursuant to this agreement shall be provided to the following named persons and address unless otherwise stated in this Agreement, or in a modification of this Agreement. Changes made to the Authorized Representatives will need to be provided in writing to the other party.

To WD
Darrel Ellefson
WD Chairperson
1845 287th Ave.
Dawson, MN 56232

To SWCD
Mike Croatt
SWCD Chair
2579 221st Ave.
Madison, MN 56256

Default Force Majeure: Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include but are not limited to acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

Data Privacy: All data collected, received, stored, used, maintained, or disseminated in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Privacy Act, Minn. Stat. ch 13 and Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on privacy.

Records Retention and Audits: Bond, records, documents, papers, accounting procedures and practices, and other evidence related to this Agreement are subject to the examination, duplication, transcription and audit by each party to this Agreement and either the Legislative of State Auditor, pursuant to Minn. Stat. §16C.05, Subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or duly authorized representative, if federal funds are used for any work under this Agreement. Each government unit agrees to maintain such evidences for a period of six years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

Termination: Either Party may terminate this agreement upon a 30 day written notice of its intent to terminate to the other party. Notice to terminate shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform of the terms of this Agreement prior to the effective date of termination.

Notwithstanding any provisions of this Agreement to the contrary, either party may immediately terminate this Agreement if it does not obtain funding for the Minnesota Legislature, Minnesota Agencies, or other funding sources, or if funds cannot be obtained at a level sufficient to allow for payment of the amounts due under this Agreement.

Modifications: Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall on be valid when they have been reduced to writing, approved by the parties respective Boards, and signed by the authorized representatives or the parties.


Minnesota Law To Govern. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Lac qui Parle, State of Minnesota.

Severability: The provisions of this Agreement shall be deemed severable. If any part of this agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity of the remainder of this Agreement unless the parts or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement to the respect to either party.

Final Agreement: This Agreement is the final expression of the agreement between parties and the complete and exclusive statements of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written contained in this agreement.

In Witness Whereof, the parties hereto have executed this Agreement on the date(s) indicated below.

Big Stone Soil and Water Conservation
District

By 
Name: Darrel Ellefson
Title Chair, WD
Date 3/4/20

Lac Qui Parle Soil and Water
Conservation District

By _____
Name: Mike Croatt
Title: Chair, SWCD
Date _____

Exhibit A

Technical Services – Services of the SWCD technical staff needed and beneficial to the WD for projects that will take substantial time commitments. Services could include but are not limited to:

1. Engineering or Project Development
2. Ditch surveys
3. Agronomy or Technical Assistance
4. Water Quality Monitoring
5. Reporting Activities
6. Special Projects

Compensations for these services will be billed on an hourly rate that will be set by the District Manager or Administrator and reviewed by the respective boards and will be based off the current salary and benefit of the employee providing the services.

Seeding and seed for ditch clean outs and MN Buffer Law compliance are not included in this agreement.

Records Retention and Audits: Bond, records, documents, papers, accounting procedures and practices, and other evidence related to this Agreement are subject to the examination, duplication, transcription and audit by each party to this Agreement and either the Legislative of State Auditor, pursuant to Minn. Stat. §16C.05, Subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or duly authorized representative, if federal funds are used for any work under this Agreement. Each government unit agrees to maintain such evidences for a period of six years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

Termination: Either Party may terminate this agreement upon a 30 day written notice of its intent to terminate to the other party. Notice to terminate shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform of the terms of this Agreement prior to the effective date of termination.

Notwithstanding any provisions of this Agreement to the contrary, either party may immediately terminate this Agreement if it does not obtain funding for the Minnesota Legislature, Minnesota Agencies, or other funding sources, or if funds cannot be obtained at a level sufficient to allow for payment of the amounts due under this Agreement.

Modifications: Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall on be valid when they have been reduced to writing, approved by the parties respective Boards, and signed by the authorized representatives or the parties.


Minnesota Law To Govern. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Lac qui Parle, State of Minnesota.

Severability: The provisions of this Agreement shall be deemed severable. If any part of this agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity of the remainder of this Agreement unless the parts or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement to the respect to either party.


Final Agreement: This Agreement is the final expression of the agreement between parties and the complete and exclusive statements of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written contained in this agreement.

In Witness Whereof, the parties hereto have executed this Agreement on the date(s) indicated below.

Big Stone Soil and Water Conservation
District

By 
Name: Darrel Ellefson
Title: Chair, WD
Date: 3/4/20

Lac Qui Parle Soil and Water
Conservation District

By 
Name: Mike Croatt
Title: Chair, SWCD
Date: 3/12/2020