

Wabasha Soil and Water Conservation District
District Regular Board Meeting
July 25, 2019
8 a.m.
County Annex Conference Room
625 Jefferson Ave.

- I. **CALL MEETING TO ORDER –**
- II. **PLEDGE OF ALLEGIANCE**
- III. **AGENDA**
- IV. **PUBLIC COMMENTS**
Comments limited to 5 minutes per speaker
- V. **CONSENT AGENDA -Board Action**
 - A. Check 10901 payment to Wabasha-Kellogg Public Schools in the amount of \$309.60 dated 7/10/2019 for busing reimbursement for 5th grade field day
- VI. **SECRETARY’S REPORT**
 - A. June 27, 2019 Meeting Minutes-**Board Action**
- VII. **TREASURER’S REPORT:**
 - A. June Program Record-**Board Action**
 - B. District Financial Statements June 2019-**Board Action**
- VIII. **PAYMENT OF MONTHLY BILLS**
 - A. Monthly bills in the amount of \$27,852.11-**Board Action**
- IX. **DISTRICT REPORTS**
 - A. Chair Report – Terry Helbig
 - B. County Commissioners – Don Springer; Rich Hall
 - C. District Manager Report – Terri Peters
 - D. NRCS Report – Phillis Brey
- X. **OLD BUSINESS**
 - A. 1W1P Update-**Board Information**
 - B. Update on grant transfers from WRB (AgCertainty and Well Sealing grants)-**Board Information**
 - C. MASWCD Resolution Meeting -**Board Discussion**
 - D. Bus Tour-**Board Discussion/Information**
 - E. Wabasha County Budget Request for FY 2020-**Board Discussion**
- XI. **NEW BUSINESS**
 - A. Jeff Weiss, Clean Water Hydrologist, DNR, Request for time for discussion of current and possible CWF, CPL, and LSOHC funded projects happening in the county-**Board Discussion/Action to Pursue**

- B. Izaak Walton League Fiscal Agent Agreement-**Board Action**
- C. Reducing Bacteria from SE MN Feedlots Sub-agreement-**Board Action**
- D. 319 Focus Small Watershed – West Indian Creek. Completed interview (2nd round)-
Board Discussion/Action to Pursue
- E. Revise and resubmit West Indian Creek CWF application (have discussed revisions with BWSR/CWF staff)- **Board Discussion/Action to Pursue**
- F. North Branch Whitewater – have started evaluation, discussions with Sheila Harmes (Whitewater JPB) and Skip Langer (Olmsted) on moving forward- **Board Discussion/Action to Pursue**
- G. Scott Johnson (Rural Waters) and Jennifer Ronnenberg (MDH) – groundwater protection related grants and City Wellhead Protection- **Board Discussion/Action to Pursue**
- H. Field demo – practices to address nitrates in groundwater on irrigated fields managing both manure and nitrogen application on coarse soils. Prelim discussions with multiple agencies- **Board Discussion/Action to Pursue**
- I. Reviewing a couple other grant opportunities to fund current project list that may meet criteria- **Board Discussion/Action to Pursue**
- J. Disposal of Hach Hydrolab by giving to DNR-**Board Action**
- K. Governance 101 training meeting-**Board Discussion/Sign-up Action**
- L. Tom Leisen contract 19-Capacity-1 1st year voucher payment (cover crops practice 340 on 30 acres) for \$900 (of \$2,700) for inter-seeding 2 species cover crops into corn -**Board Action**
- M. Upcoming Events
 - i. Bus Tour. August 7th, 9-12:30. Load in Zumbro Falls.
 - ii. Governance 101 Training-Sept 12-13
 - iii. NASCA & NWC Conservation conference-Sept 30-Oct 2, Lexington, KY

XII. Board Reports

- A. WW –
- B. 1W1P-

XIII. Closed Session to discuss personnel staffing

- A. The meeting will be closed as permitted by Minn Stat. section 13D.05 Subd 3 to review the status of the Administrative Assistant/Bookkeeper position.

XIV. Adjourn- Board Action

Wabasha Soil and Water Conservation District
District Regular Board Meeting
June 27, 2019
8 a.m.
County Annex Conference Room
625 Jefferson Ave.

I. CALL MEETING TO ORDER –

Meeting called to order by Chair Terry Helbig at 8:00 am

Supervisors Present: Terry Helbig, Chair; Lynn Zabel, Vice Chair; Larry Theismann, Secretary; Chuck Fick, Treasurer

Staff present: Terri Peters, District Manager

Others Present: John Benjamin, NRCS Soil Conservation Specialist; Sharleen Klennert, Citizen; Frank Klennert, Citizen; Raelyn Hunt, Citizen

II. PLEDGE OF ALLEGIANCE

III. AGENDA

Moved by Fick, seconded by Zabel to approve the agenda with the addition of item J-County Board Appointment

Affirmative: Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

IV. PUBLIC COMMENTS

Comments limited to 5 minutes per speaker

V. CONSENT AGENDA -Board Action

Joseph Slater Stewardship Plan Agreement

Jim & Jane Klassen Stewardship Plan Agreement #1

Jim & Jane Klassen Stewardship Plan Agreement #2

Jason Klassen Stewardship Plan Agreement

Kathy Henderson Stewardship Plan Agreement

DNR Forestry Plan grant contract 152295 amendment #1

Moved by Fick, seconded by Zabel to approve the consent agenda

Affirmative: Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

VI. SECRETARY'S REPORT

A. May 23, 2019 Meeting Minutes-Board Action

Moved by Theismann, seconded by Fick to approve the secretaries report as presented

Affirmative: Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

VII. TREASURER'S REPORT:

A. May Program Record-Board Action

Moved by Fick, seconded by Theismann to approve the May Program Record

Affirmative: Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

B. District Financial Statements May 2019-Board Action

Moved by Theismann, seconded by Fick to approve the District Financial Statements

Affirmative: Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

VIII. PAYMENT OF MONTHLY BILLS

A. Monthly bills in the amount of \$17,365.64-Board Action

Moved by Fick, seconded by Theismann to approve payment of monthly bills in the amount of \$17,365.64

Affirmative: Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

IX. DISTRICT REPORTS

A. Chair Report – Terry Helbig

B. County Commissioners – Don Springer; Rich Hall

C. District Manager Report – Terri Peters

D. NRCS Report – John Benjamin

X. OLD BUSINESS

A. 1W1P Update-Board Information

i. 1W1P Kickoff Party

B. Legislative funding options update-Board Information

C. Update on grant transfers from WRB (AgCertainty and Well Sealing grants)-Board Information

D. MASWCD Resolution Meeting -Board Discussion

E. Conservationist of the Year-Board discussion/Action

F. Woodland Manager of the Year-Board Discussion/Action

Moved by Fick, seconded by Zabel to cast a unanimous ballot for Raleigh Mehrkens as Conservationist of the Year and for Matt Johnson as Woodland Manager of the Year

Affirmative: Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

G. Bus Tour-Board Discussion/Information

H. Wabasha County Budget Request for FY 2020-Board Discussion

XI. NEW BUSINESS

A. Financial Report Signature Authority Resolution 06272019-1 to cover the State Fiscal Year 2020-Board Action

Moved by Fick, seconded by Theismann to approve resolution 06272019-1

Affirmative: Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

B. 2018 Audit Draft #2-**Board Information/Discussion**

C. Governance 101 training meeting-**Board Discussion/Sign-up**

D. Well Sealing Policy amendment-**Board Action**

Moved by Zabel, seconded by Fick to approve the amended Well Sealing Policy

Affirmative: Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

E. Steve McNallan contract 17-CAP-WS-13 in the amount of \$1,000 for well sealing-
Board Action

Moved by Fick, seconded by Theismann to approve Steve McNallan contract 17-CAP-WS-13 in the amount of \$1,000.00

Affirmative: Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

F. Tom Miller contract 17-CS-5 &17-Capacity-12 in the amount of \$2,700.00 for
Grassed Waterway (Practice 412)-**Board Action**

Moved by Fick, seconded by Zabel to approve Tom Miller Contract 17-CS-5 &17-Capacity-12 in the amount of \$2,700.00 for Grassed Waterway

Affirmative: Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

G. David Deming contract 18-Capacity-2 (Grassed Waterway) in the amount of
\$19,725.00 cancellation-**Board Action**

Moved by Theismann, seconded by Fick to cancel David Deming Contract 18-Capacity-2

Affirmative: Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

H. Gareth Hager contract 19-Capacity-2 in the amount of \$845.70 for Water and
Sediment Control Structure and Grade Stabilization Structure (Practice 638/410)-
Board Action

Moved by Zabel, seconded by Fick to approve Gareth Hager contract 19-Capacity-2 in the amount of \$845.70 for Water and Sediment Control Structure and Grade Stabilization Structure

Affirmative: Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

I. Upcoming Events

- i. Data Practices Training- Jun 27
- ii. Resolution Meeting-June 28th
- iii. Cover Crop Interseeding Demonstration Event July 2, Northfield, MN
- iv. Ag Drainage/Water Quality workshop-July 10-11, Marshall, MN
- v. Bus Tour. Date pending.
- vi. Wabasha County Fair booth July 18, 11:00-8:00
- vii. Governance 101 Training-Sept 12-13

- viii. NASCA & NWC Conservation conference-Sept 30-Oct 2, Lexington, KY
- J. County Board Meeting Appointment-**Board Discussion**

XII. Board Reports

- A. WW –
- B. 1W1P-

XIII. Adjourn- Board Action

Moved by Fick, seconded by Zabel to adjourn

Affirmative: Fick, Helbig, Theismann, Zabel

Opposed: None

Motion Carried

Meeting Adjourned at 10:54 am

Respectfully Submitted,

Larry Theismann, Secretary

Red=Mileage
Blue=Billable time Charges
Orange=Adjustment of program to reduce County Funds
Green=Adjustment of Negative Programs with no funds coming to equal zero and reduce

		Cash			District Funds		
		Balance of all cash on hand checking, savings, and investments.			Funds come primarily from fees for services, and tree sales.		
		Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
4/1/2019	Beginning Balance			\$557,547.71			\$264,972.78
	GENERAL LEDGER ACCOUNTS			\$557,547.71			\$264,972.78
	Sales Tax Liability			\$557,547.71			\$264,972.78
	CD Cashed			\$557,547.71			\$264,972.78
	REVENUE ACCOUNTS			\$557,547.71			\$264,972.78
	Intergov. Rev. - County/Local	62,588.31		\$620,136.02			\$264,972.78
	Intergov. Rev. - State	22,795.92		\$642,931.94			\$264,972.78
	Intergov. Rev. -Federal			\$642,931.94			\$264,972.78
	Charges for Goods & Services	\$200.28	\$12.43	\$643,119.79	\$200.28		\$265,173.06
	Interest - CD's			\$643,119.79			\$265,173.06
	Interest - Money Market	\$877.90		\$643,997.69	\$877.90		\$266,050.96
	Other			\$643,997.69			\$266,050.96
	EXPENDITURE ACCOUNTS			\$643,997.69			\$266,050.96
	Personnel Services	\$73.00	\$25,282.00	\$618,788.69	\$73.00	\$25,282.00	\$240,841.96
	District Operations		2,964.19	\$615,824.50		2,964.19	\$237,877.77
	Supplies			\$615,824.50			\$237,877.77
	Mileage			\$615,824.50	\$689.04		\$238,566.81
	Project Expense-Local		\$40.60	\$615,783.90			\$238,566.81
	Project Expense-State		10,330.94	\$605,452.96			\$238,566.81
	Project Expense-Federal			\$605,452.96			\$238,566.81
	Distribute Hours Worked			\$605,452.96	\$33,607.74		
4/30/2019	Ending Balance	\$86,535.41	\$38,630.16	\$605,452.96	\$35,447.96	\$28,246.19	\$272,174.55

Petty Cash			2019 County Funds			FY2019 Conservation Delivery			FY 2018 Easement Delivery		
County allocation received in June and December Included LWM Levy and WCA match amounts			County allocation received in June and December Included LWM Levy and WCA match amounts			P19-8145, \$19,619 grant period 1/2/2018 to 12/31/2020 (The District records only administrative costs here, admin is recorded here as tracking tool of admin. Costs, once expended District/County funds are reduced)			Work Order No. 79-17-W001, grant period 9/13/2017 to 1/31/2022		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$11.72	\$127.15	\$0.00	\$11,350.61	(\$43,241.54)	\$10,162.11	\$0.00	\$0.00	\$0.00	\$26.16	(\$26.16)
			\$61,138.60								

FY 2017 State Cost Share			FY 2018 State Cost Share			FY 2019 State Cost Share		
P17-1259, \$15,401 grant period 8/24/2016 to 12/31/2018 (\$3080.20 allowed for TA) Grant amended to extend expiration date to 12/31/2019			P18-2837, \$15,401 grant period 1/3/2018 to 12/31/2020			P19-2247, \$15,401 grant period 1/3/2018 to 12/31/2020		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$3,967.50	\$4,304.12	\$0.00	\$0.00	\$12,320.80	\$0.00	\$0.00	\$15,401.00

2017 SWCD Local Capacity Services				2018 SWCD Local Capacity Services				2019 SWCD Local Capacity Services			
FY2017 \$100,000 P17-7085 Grant Period 03/09/2017 to December 31, 2019				FY2018 \$100,000 P18-7145 Grant Period 01/03/2018 to December 31, 2020				FY2019 \$100,000 P19-2416 Grant Period 10/23/2018 to December 31, 2021			
Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance
\$0.00	\$0.00	\$0.00	\$20,072.58	\$0.00	\$0.00	\$0.00	\$30,360.27	\$0.00	\$10,411.83	\$0.00	\$55,786.79
								\$296.96			
								\$10,206.59			
\$0.00	\$0.00	\$0.00	\$20,072.58	\$0.00	\$0.00	\$0.00	\$30,360.27	\$0.00	\$10,503.55	\$0.00	\$45,283.24

FY19 LWM				FY18 Wetland Conservation (NRBG)				FY19 Wetland Conservation (NRBG)			
P19-4884 \$14,177 Levy match required grant period 2/5/2018 to 12/31/2020				P18-0964 \$12,118 1:1 match required (match must still be met no \$ received for match) grant period 2/5/2018 to 12/31/2020				P19-3909 \$12,118 1:1 match required (match must still be met no \$ received for match) grant period 2/5/2018 to 12/31/2020			
Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance	Receipts	Disbursements	Match	Balance
\$0.00	\$2,617.88	\$2,022.65	\$234.82	\$0.00	\$0.00	\$2,494.45	\$239.90	\$0.00	\$0.00	\$12,118.00	\$12,118.00
53.36											
\$1,608.68				\$980.81							
\$0.00	\$53.36	\$413.97	\$181.46	\$0.00	\$0.00	\$1,513.64	\$239.90	\$0.00	\$0.00	\$12,118.00	\$12,118.00

Fillmore WCA Shared Service (NRBG)			FY2016 CWMA			FY2018 CWMA		
Reimbursed for work done on a quarterly basis			C16-3353 \$15,000 25% cash or in-kind match required, effective date 6/17/2016. 50/40/10			C16-3353 \$15,000 25% cash or in-kind match required, effective date 01/26/2018. 100% received		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$1,805.84	\$719.26	(\$1,556.18)	\$0.00	\$0.00	\$0.00	\$0.00	\$399.55	\$9,246.36

2015 Protecting and Restoring WQ MRLP Project			2016 and 2017 AIS			AgCertainty			FY2019 MAWQCP Promo (AgCertainty)		
2015 CWF Subcontracted through Goodhue. Grant period 04/7/2015 to 12/31/2018. Bill sent to Goodhue for hours worked.			Program funds for gap period carried forward			Bill for time and expenses. JPB FUNDING THROUGH MDA.			\$2500 for landowner outreach and promotion		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$8,148.21	(\$8,259.59)	\$0.00	\$3,706.29	\$102,973.31	\$7,520.37	\$2,188.08	(\$2,336.81)	\$0.00	\$0.00	\$3,164.28
\$8,122.50			<div></div> <div></div> <div>\$331.61</div> <div>\$1,752.39</div>			\$658.45					
\$8,122.50	\$0.00	(\$137.09)	\$0.00	\$2,084.00	\$100,889.31	\$0.00	\$658.45	(\$2,995.26)	\$0.00	\$0.00	\$3,164.28

FY2018 MDA WEED Grant			RIM Easement Inspection			Volunteer Nitrate Monitoring			FY2018 Buffer Initiative (BWSR)		
SWIFT Contract/PO No. 3000027693 140471 Grant executed 4/27/2018 exiration 11/16/2018 for \$20,000			Work Order			Bill quarterly for work done as requested by SEMNWRB			P18-3662 \$20,000, Grant period 1/2/2018 - 12/31/2020		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$261.55	\$5,370.51	\$0.00	\$0.00	\$1,450.00	\$0.00	\$0.00	(\$499.20)	\$0.00	\$715.81	\$0.00

FY2019 Buffer Initiative (BWSR)			2019 DNR Forestry Plan Writing			319 Funding			2017 RCPP		
FY2019 \$100,000 P19-2506 Grant Period 10/23/2018 to December 31, 2021						Reducing Bacteria from SE MN Feedlots May14, 2018 to December 31, 2020			Regional Conservation Partnership Program. EQIP plus State Funds for Lower Mississippi Feedlot Management in Minnesota. 300 to 500 animal units. Funds through JPB		
Receipts	Disbursements	Balance				Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$399.91	\$19,600.09		\$7,564.90	(\$7,564.90)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,315.48
			\$7,500.20								
\$160.08											
\$1,236.92			\$158.10								
\$0.00	\$1,397.00	\$18,203.09	\$7,723.00		(\$222.80)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,315.48

2018 Buffer Implementation			CREP/RIM			N Fork Zumbro Mazeppa			NFWF Planning Grant		
P18-5519 2018 Buffer Cost Share (Wabasha SWCD) executed 7/20/2017 expiration 12/31/2019			P18-6398 1018-CREP Outreach and Implementation (Wabasha SWCD) executed 11/30/2017 expiration 06/30/2020 \$29,250.00 available and reimbursed as reported.			Fiscal Agent for project Reimbursable through DNR Final Request for payment must be submitted on or before June 30, 2023					
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$0.00	\$2,324.34	\$1,054.00	\$142.18	(\$1,120.55)	\$0.00	\$0.00	(\$1,372.95)	\$0.00	\$2,741.75	(\$6,936.41)

Goodhue Admin			Regional MAWQCP			Regional CWF Well Sealing-Admin			Regional CWF Well Sealing-tech time		
Bill Dennis' hourly, benefits, and mileage			Bill MAWQCP for Olmsted staff and expenses, Wabasha staff and expenses, and area promo participants.			50/40/10 taking over for SE WRB			Need to show \$1000 match per district		
Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance	Receipts	Disbursements	Balance
\$0.00	\$2,404.93	(\$2,888.92)	\$0.00	\$681.89	(\$984.51)	\$27,500.00		\$27,277.01	\$0.00		(\$324.16)
\$1,449.71			\$7,173.22								
\$40.60			\$7,173.22								
\$1,736.67			\$56.94			\$95.57			\$1,154.82		
\$1,449.71	\$1,777.27	(\$3,216.48)	\$7,173.22	\$7,230.16	(\$1,041.45)	\$0.00		\$27,181.44	\$0.00		(\$1,478.98)

Wabasha Soil and Water Conservation District
Profit & Loss Budget vs. Actual
January through June 2019

	Jan - Jun 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Charges for Services				
Nitrate Monitoring Network	0.00	432.23	-432.23	0.0%
Plat Book Sales	350.00	750.00	-400.00	46.7%
Tree Sales	7,971.90	15,000.00	-7,028.10	53.1%
Wetlands	0.00	200.00	-200.00	0.0%
Charges for Services - Other	1,563.21			
Total Charges for Services	9,885.11	16,382.23	-6,497.12	60.3%
Intergovernmental Revenues				
County				
County Levy	7,484.44	3,120.00	4,364.44	239.9%
County Regular Allocation	62,734.38	57,500.00	5,234.38	109.1%
Total County	70,218.82	60,620.00	9,598.82	115.8%
Federal				
319	3,038.29	6,879.18	-3,840.89	44.2%
SE MN Landscape Committee	0.00	2,625.00	-2,625.00	0.0%
Wabasha Conservation pln (NFWF)	0.00	29,494.66	-29,494.66	0.0%
Total Federal	3,038.29	38,998.84	-35,960.55	7.8%
State				
2019 NRBG LWM Grant	0.00	14,177.00	-14,177.00	0.0%
2019 NRBG WCA grant	0.00	12,691.48	-12,691.48	0.0%
Ag Certainty	14,141.00	7,665.97	6,475.03	184.5%
AgCertainty Promotion	2,500.00	2,500.00	0.00	100.0%
AIS	0.00	119,021.28	-119,021.28	0.0%
CWMA	1,500.00			
DNR Forestry Stewardship	7,500.20			
Easement Delivery AllocationRIM	1,450.00	332.75	1,117.25	435.8%
FY17 Capacity Funding	0.00	21,575.58	-21,575.58	0.0%
FY17 Cost Share Base	0.00	8,271.62	-8,271.62	0.0%
FY18 Buffer Cost Share	0.00	4,806.19	-4,806.19	0.0%
FY18 Buffer Implementation Inco	0.00	2,324.34	-2,324.34	0.0%
FY18 Capacity	0.00	29,262.34	-29,262.34	0.0%
FY18 CREP	1,660.00	6,000.00	-4,340.00	27.7%
FY18 CWMA	0.00	12,257.02	-12,257.02	0.0%
FY18 MDA Weed Grant	0.00	5,815.15	-5,815.15	0.0%
FY18 State Cost Share	0.00	12,320.80	-12,320.80	0.0%
FY19 Buffer	0.00	20,000.00	-20,000.00	0.0%
FY19 Capacity	0.00	100,000.00	-100,000.00	0.0%
FY19 Conservation Delivery	0.00	19,619.00	-19,619.00	0.0%
FY19 State Cost Share	0.00	15,401.00	-15,401.00	0.0%
FY19 Well Sealing Grant	27,500.00			
MAWQCP	7,173.22			
MPCA- Miss. River Lake Pepin	8,122.50			
North Fork Zumbro-Mazeppa	0.00	187,500.00	-187,500.00	0.0%
NRBG WCA Grant	0.00	1,779.50	-1,779.50	0.0%
RCPP	78,695.44	89,813.57	-11,118.13	87.6%
Volunteer Nitrate Monitoring Ne	896.38			
State - Other	4,118.31			
Total State	155,257.05	693,134.59	-537,877.54	22.4%
Total Intergovernmental Revenues	228,514.16	792,753.43	-564,239.27	28.8%
Miscellaneous				
Other	62.95	7,500.00	-7,437.05	0.8%
Other Misc. Revenue	0.00	5,000.00	-5,000.00	0.0%
Total Miscellaneous	62.95	12,500.00	-12,437.05	0.5%
Total Income	238,462.22	821,635.66	-583,173.44	29.0%
Gross Profit	238,462.22	821,635.66	-583,173.44	29.0%
Expense				
District Operations				
Other Services and Charges				
Advertising Expense	3,975.71	5,000.02	-1,024.31	79.5%
Building Rent	5,184.78	5,184.78	0.00	100.0%
Conferences and Conventions	1,811.94	1,000.00	811.94	181.2%
Education and Information	450.08	500.02	-49.94	90.0%
Employee Education and Training	1,487.98	1,500.00	-12.02	99.2%
Employee Expenses	42.40	500.02	-457.62	8.5%
Employee Mileage	414.70	750.00	-335.30	55.3%
Equipment Maintenance	80.00	500.02	-420.02	16.0%
Fees and Dues	9,707.16	8,909.14	798.02	109.0%
Insurance Expenses	2,591.00	6,000.00	-3,409.00	43.2%
Internet Expense	425.70	500.02	-74.32	85.1%
Misc. Charges for Services				
Volunteer Nitrate Monitoring	113.65			
Total Misc. Charges for Services	113.65			
Postage	22.73	500.02	-477.29	4.5%
Professional Expenses				
Audit Fees	250.00	0.00	250.00	100.0%
Professional Expenses - Other	0.00	1,000.04	-1,000.04	0.0%
Total Professional Expenses	250.00	1,000.04	-750.04	25.0%

Wabasha Soil and Water Conservation District
Profit & Loss Budget vs. Actual
January through June 2019

	Jan - Jun 19	Budget	\$ Over Budget	% of Budget
Subs. and Pubs.	717.90	400.00	317.90	179.5%
Supervisor's Expenses	5.38	750.00	-744.62	0.7%
Supervisor's Mileage	360.76	1,500.00	-1,139.24	24.1%
Telephone Expense	471.04	500.02	-28.98	94.2%
Vehicle Expenses				
GMC Vehicle Expense	489.40	1,155.00	-665.60	42.4%
Hyundia Tucson Vehicle Expense	368.28	595.04	-226.76	61.9%
Total Vehicle Expenses	857.68	1,750.04	-892.36	49.0%
Other Services and Charges - Other	0.00	1,750.04	-1,750.04	0.0%
Total Other Services and Charges	28,970.59	38,494.18	-9,523.59	75.3%
Personnel Services				
Employee Salary Permanent	101,111.99	110,500.04	-9,388.05	91.5%
Employer HSA contributions	10,125.00	9,000.00	1,125.00	112.5%
Employer Life and Health				
66000 - Payroll Expenses	33,074.69			
Employer Life and Health - Other	-1,516.32	24,084.96	-25,601.28	-6.3%
Total Employer Life and Health	31,558.37	24,084.96	7,473.41	131.0%
Employer Share FICA	6,905.97	7,130.02	-224.05	96.9%
Employer Share Medicare	1,615.11	1,667.54	-52.43	96.9%
Employer Share PERA	8,270.11	8,625.00	-354.89	95.9%
LTD	0.00			
Supervisor's Compensation	0.00	2,500.00	-2,500.00	0.0%
Unemployment Expense	139.38			
Worker's Comp Insurance	2,389.00			
Total Personnel Services	162,114.93	163,507.56	-1,392.63	99.1%
Supplies				
Field Supplies	0.00	500.00	-500.00	0.0%
Office Supplies	1,052.73	250.00	802.73	421.1%
Total Supplies	1,052.73	750.00	302.73	140.4%
Total District Operations	192,138.25	202,751.74	-10,613.49	94.8%
Project Expenditures				
District				
Tree Expense	6,368.99			
Total District	6,368.99			
Federal				
319 Feedlot Fix	0.00	10,500.00	-10,500.00	0.0%
SE MN Landscape	0.00	4,875.00	-4,875.00	0.0%
Wabasha Conservation plan (NFWF)	0.00	1,500.00	-1,500.00	0.0%
Total Federal	0.00	16,875.00	-16,875.00	0.0%
State				
2015 CWF MRLP	8,122.05			
Ag Certainty Expense	22.00	750.00	-728.00	2.9%
AgCertainty Promotion Expense	744.00			
AIS	3,507.98	24,053.46	-20,545.48	14.6%
DNR Forestry Stewardship	7,200.20			
FY17 Capacity Funding	1,503.00	10,787.80	-9,284.80	13.9%
FY18 Buffer Cost Share	0.00	1,162.18	-1,162.18	0.0%
FY18 Capacity Funding	65.20	1,375.00	-1,309.80	4.7%
FY18 CWMA	1,100.00	5,500.04	-4,400.04	20.0%
FY18 MDA Weed Grant	0.00	5,815.15	-5,815.15	0.0%
FY19 Buffer	11.00	2,500.04	-2,489.04	0.4%
FY19 Capacity	130.50	17,000.02	-16,869.52	0.8%
LWM NRBG	608.66	750.00	-141.34	81.2%
MAWQCP Administration	7,173.22			
North Fork Zumbro-Mazeppa	2,812.77			
NRBG WCA-Wabasha SWCD	0.00	750.00	-750.00	0.0%
RCPP	69,907.40	88,563.57	-18,656.17	78.9%
State Cost Share Proj. Expense				
FY17 State Cost Share	3,967.50	2,067.92	1,899.58	191.9%
FY18 State Cost Share	0.00	3,080.20	-3,080.20	0.0%
FY19 State Cost Share	0.00	3,080.20	-3,080.20	0.0%
Total State Cost Share Proj. Expense	3,967.50	8,228.32	-4,260.82	48.2%
State - Other	0.00	12,500.02	-12,500.02	0.0%
Total State	106,875.48	179,735.60	-72,860.12	59.5%
Total Project Expenditures	113,244.47	196,610.60	-83,366.13	57.6%
Total Expense	305,382.72	399,362.34	-93,979.62	76.5%
Net Ordinary Income	-66,920.50	422,273.32	-489,193.82	-15.8%
Other Income/Expense				
Other Income				
Interest Income				
Interest Earnings MM's	4,804.50	2,500.04	2,304.46	192.2%
Total Interest Income	4,804.50	2,500.04	2,304.46	192.2%
Total Other Income	4,804.50	2,500.04	2,304.46	192.2%

Wabasha Soil and Water Conservation District
Profit & Loss Budget vs. Actual
January through June 2019

	Jan - Jun 19	Budget	\$ Over Budget	% of Budget
Net Other Income	4,804.50	2,500.04	2,304.46	192.2%
Net Income	<u>-62,116.00</u>	<u>424,773.36</u>	<u>-486,889.36</u>	<u>-14.6%</u>

Wabasha Soil and Water Conservation District

Profit & Loss

June 2019

	Jun 19
Ordinary Income/Expense	
Income	
Charges for Services	
Plat Book Sales	105.00
Tree Sales	-0.01
Charges for Services - Other	1,388.81
Total Charges for Services	1,493.80
Intergovernmental Revenues	
County	
County Regular Allocation	61,138.60
Total County	61,138.60
State	
DNR Forestry Stewardship	7,500.20
MAWQCP	7,173.22
MPCA- Miss. River Lake Pepin	8,122.50
Total State	22,795.92
Total Intergovernmental Revenues	83,934.52
Miscellaneous	
Other	60.90
Total Miscellaneous	60.90
Total Income	85,489.22
Gross Profit	85,489.22
Expense	
District Operations	
Other Services and Charges	
Advertising Expense	744.00
Building Rent	864.13
Employee Education and Training	1,110.89
Employee Mileage	40.60
Insurance Expenses	-73.00
Internet Expense	70.95
Vehicle Expenses	
GMC Vehicle Expense	110.56
Hyundia Tucson Vehicle Expense	65.98
Total Vehicle Expenses	176.54
Total Other Services and Charges	2,934.11
Personnel Services	
Employee Salary Permanent	15,984.17
Employer HSA contributions	0.00
Employer Life and Health	
66000 - Payroll Expenses	6,481.94
Employer Life and Health - Other	26.00
Total Employer Life and Health	6,507.94
Employer Share FICA	1,142.54
Employer Share Medicare	267.22
Employer Share PERA	1,380.13
Total Personnel Services	25,282.00
Total District Operations	28,216.11
Project Expenditures	
State	
AIS	331.61
LWM NRBG	51.04
MAWQCP Administration	7,173.22
North Fork Zumbro-Mazeppa	2,772.75

Wabasha Soil and Water Conservation District
Profit & Loss
June 2019

	Jun 19
Total State	10,328.62
Total Project Expenditures	10,328.62
Total Expense	38,544.73
Net Ordinary Income	46,944.49
Other Income/Expense	
Other Income	
Interest Income	
Interest Earnings MM's	877.90
Total Interest Income	877.90
Total Other Income	877.90
Net Other Income	877.90
Net Income	<u>47,822.39</u>

Wabasha Soil and Water Conservation District
Cash Balances
As of June 30, 2019

	Jun 30, 19
ASSETS	
Current Assets	
Checking/Savings	
Money Market- Bank of Alma	117,080.92
Money Market WNB Financial	37,370.55
Peoples State Bank Money Market	440,105.08
Petty Cash	114.72
WNB Financial	10,781.67
Total Checking/Savings	605,452.94
Total Current Assets	605,452.94
TOTAL ASSETS	605,452.94
LIABILITIES & EQUITY	0.00

Wabasha Soil and Water Conservation District
Reconciliation Detail
Money Market- Bank of Alma, Period Ending 06/28/2019

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						102,349.46
Cleared Transactions						
Deposits and Credits - 3 items						
Deposit	06/12/2019			X	7,173.22	7,173.22
Deposit	06/24/2019			X	7,500.20	14,673.42
Deposit	06/28/2019			X	58.04	14,731.46
Total Deposits and Credits					14,731.46	14,731.46
Total Cleared Transactions					14,731.46	14,731.46
Cleared Balance					14,731.46	117,080.92
Register Balance as of 06/28/2019					14,731.46	117,080.92
Ending Balance					14,731.46	117,080.92

Wabasha Soil and Water Conservation District
Reconciliation Detail
Petty Cash, Period Ending 06/30/2019

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						127.15
Cleared Transactions						
Checks and Payments - 1 item						
General Journal	06/17/2019	GL-17...		X	-12.43	-12.43
Total Checks and Payments					-12.43	-12.43
Total Cleared Transactions					-12.43	-12.43
Cleared Balance					-12.43	114.72
Register Balance as of 06/30/2019					-12.43	114.72
Ending Balance					-12.43	114.72

Wabasha Soil and Water Conservation District
Reconciliation Detail
Peoples State Bank Money Market, Period Ending 06/30/2019

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						439,289.09
Cleared Transactions						
Deposits and Credits - 1 item						
Deposit	06/30/2019			X	815.99	815.99
Total Deposits and Credits					815.99	815.99
Total Cleared Transactions					815.99	815.99
Cleared Balance					815.99	440,105.08
Register Balance as of 06/30/2019					815.99	440,105.08
Ending Balance					815.99	440,105.08

Wabasha Soil and Water Conservation District
Reconciliation Detail
WNB Financial, Period Ending 06/28/2019

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						18,065.80
Cleared Transactions						
Checks and Payments - 24 items						
Liability Check	05/23/2019	10869	MN PEIP	X	-4,365.34	-4,365.34
Bill Pmt -Check	05/23/2019	10881	Zumbro Valley Fore...	X	-2,850.20	-7,215.54
Bill Pmt -Check	05/23/2019	10875	Mittel Schule, Inc.	X	-864.13	-8,079.67
Liability Check	05/23/2019	10868	MN Life	X	-71.45	-8,151.12
Liability Check	05/31/2019	eft	MSRS	X	-870.00	-9,021.12
Liability Check	05/31/2019	eft	Department of Reve...	X	-374.00	-9,395.12
Liability Check	06/13/2019		QuickBooks Payroll ...	X	-5,550.67	-14,945.79
Liability Check	06/14/2019	eft	United States Treas...	X	-2,126.40	-17,072.19
Liability Check	06/14/2019	eft	MSRS	X	-870.00	-17,942.19
Liability Check	06/14/2019	eft	Public Employee Re...	X	-684.00	-18,626.19
Liability Check	06/14/2019	eft	Public Employee Re...	X	-592.80	-19,218.99
Liability Check	06/14/2019	eft	Department of Reve...	X	-367.00	-19,585.99
Liability Check	06/14/2019	eft	Nationwide Retirem...	X	-20.00	-19,605.99
Check	06/19/2019	eft	Perkins	X	-16.45	-19,622.44
Check	06/20/2019	eft	Holiday Inn St Cloud	X	-254.29	-19,876.73
Check	06/20/2019	eft	Holiday Inn St Cloud	X	-254.29	-20,131.02
Check	06/20/2019	eft	Taco Bell	X	-2.70	-20,133.72
Transfer	06/26/2019			X	-30,000.00	-50,133.72
Liability Check	06/27/2019		QuickBooks Payroll ...	X	-5,623.41	-55,757.13
Bill Pmt -Check	06/27/2019	10893	Terri Peters (Expens...	X	-297.68	-56,054.81
Check	06/27/2019	eft	Best Western Kelly I...	X	-116.52	-56,171.33
Liability Check	06/28/2019	eft	United States Treas...	X	-2,162.12	-58,333.45
Liability Check	06/28/2019	eft	Public Employee Re...	X	-1,299.44	-59,632.89
Liability Check	06/28/2019	eft	Nationwide Retirem...	X	-20.00	-59,652.89
Total Checks and Payments					-59,652.89	-59,652.89
Deposits and Credits - 14 items						
Deposit	06/03/2019			X	9,647.35	9,647.35
Paycheck	06/14/2019	DD1500	Jennifer L Wahls	X	0.00	9,647.35
Paycheck	06/14/2019	DD1499	Dennis R Stelling	X	0.00	9,647.35
Paycheck	06/14/2019	DD1501	Mitchell J Rigelman	X	0.00	9,647.35
Paycheck	06/14/2019	DD1503	William R Wayne	X	0.00	9,647.35
Paycheck	06/14/2019	DD1502	Terri L. Peters	X	0.00	9,647.35
Deposit	06/14/2019			X	61,138.60	70,785.95
Deposit	06/26/2019			X	125.14	70,911.09
Deposit	06/27/2019			X	73.00	70,984.09
Paycheck	06/28/2019	DD1508	William R Wayne	X	0.00	70,984.09
Paycheck	06/28/2019	DD1505	Jennifer L Wahls	X	0.00	70,984.09
Paycheck	06/28/2019	DD1504	Dennis R Stelling	X	0.00	70,984.09
Paycheck	06/28/2019	DD1506	Mitchell J Rigelman	X	0.00	70,984.09
Paycheck	06/28/2019	DD1507	Terri L. Peters	X	0.00	70,984.09
Total Deposits and Credits					70,984.09	70,984.09
Total Cleared Transactions					11,331.20	11,331.20
Cleared Balance					11,331.20	29,397.00
Uncleared Transactions						
Checks and Payments - 19 items						
Check	05/11/2019	eft	Go Daddy		-17.99	-17.99
Liability Check	05/23/2019	10867	Metlife		-183.40	-201.39
Liability Check	05/23/2019	10866	Madison National Life		-53.98	-255.37
Bill Pmt -Check	06/27/2019	10891	Olmsted County Pu...		-7,173.22	-7,428.59
Liability Check	06/27/2019	10899	MN PEIP		-4,365.34	-11,793.93
Bill Pmt -Check	06/27/2019	10895	WSB		-2,772.75	-14,566.68
Bill Pmt -Check	06/27/2019	10890	Mittel Schule, Inc.		-864.13	-15,430.81
Bill Pmt -Check	06/27/2019	10892	Q Media Group LLC		-744.00	-16,174.81
Bill Pmt -Check	06/27/2019	10887	Independent School ...		-224.23	-16,399.04
Bill Pmt -Check	06/27/2019	10889	MCIT		-220.00	-16,619.04
Liability Check	06/27/2019	10897	Metlife		-183.40	-16,802.44
Bill Pmt -Check	06/27/2019	10894	Wabasha County Hi...		-176.54	-16,978.98
Bill Pmt -Check	06/27/2019	10888	Iake City Septic Ser...		-107.38	-17,086.36
Liability Check	06/27/2019	10898	MN Life		-71.45	-17,157.81
Bill Pmt -Check	06/27/2019	10886	HBC		-70.95	-17,228.76
Liability Check	06/27/2019	10896	Madison National Life		-53.97	-17,282.73
Bill Pmt -Check	06/27/2019	10885	Dennis Stelling		-40.60	-17,323.33
Liability Check	06/28/2019	eft	MSRS		-920.00	-18,243.33

Wabasha Soil and Water Conservation District
Reconciliation Detail
WNB Financial, Period Ending 06/28/2019

Type	Date	Num	Name	Clr	Amount	Balance
Liability Check	06/28/2019	eft	Department of Reve...		-372.00	-18,615.33
Total Checks and Payments					-18,615.33	-18,615.33
Deposits and Credits - 1 item						
Bill Pmt -Check	06/27/2019		MCIT		0.00	0.00
Total Deposits and Credits					0.00	0.00
Total Uncleared Transactions					-18,615.33	-18,615.33
Register Balance as of 06/28/2019					-7,284.13	10,781.67
Ending Balance					<u>-7,284.13</u>	<u>10,781.67</u>

Wabasha Soil and Water Conservation District
Reconciliation Detail
Money Market WNB Financial, Period Ending 06/28/2019

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						7,366.68
Cleared Transactions						
Deposits and Credits - 2 items						
Transfer	06/26/2019			X	30,000.00	30,000.00
Deposit	06/28/2019			X	3.87	30,003.87
Total Deposits and Credits					30,003.87	30,003.87
Total Cleared Transactions					30,003.87	30,003.87
Cleared Balance					30,003.87	37,370.55
Register Balance as of 06/28/2019					30,003.87	37,370.55
Ending Balance					<u>30,003.87</u>	<u>37,370.55</u>

5:19 PM

07/23/19

Cash Basis

Wabasha Soil and Water Conservation District

Monthly Bills Listing

July 25, 2019

Type	Date	Num	Name	Memo	Account	Split	Paid Amount
Jul 25, 19							
Liability Check	07/25/2019	10902	Madison National Life	Policy #10869	WNB Financial	24000 · Payroll Liabilities	-53.97
Liability Check	07/25/2019	10903	Metlife		WNB Financial	-SPLIT-	-183.40
Liability Check	07/25/2019	10904	MN Life		WNB Financial	-SPLIT-	-71.45
Liability Check	07/25/2019	10905	MN PEIP	Group Numb...	WNB Financial	-SPLIT-	-4,365.34
Bill Pmt -Check	07/25/2019	10907	Bill Wayne	Employee Tr...	WNB Financial	20000 · Accounts Payable	-56.84
Bill Pmt -Check	07/25/2019	10908	CHUCK FICK	Mileage for 2...	WNB Financial	20000 · Accounts Payable	-187.92
Bill Pmt -Check	07/25/2019	10909	Conservation Corps	FY 18 MDA ...	WNB Financial	20000 · Accounts Payable	-8,460.00
Bill Pmt -Check	07/25/2019	10910	Dennis Stelling	Mileage to an...	WNB Financial	20000 · Accounts Payable	-179.80
Bill Pmt -Check	07/25/2019	10911	HBC	Internet Servi...	WNB Financial	20000 · Accounts Payable	-70.95
Bill Pmt -Check	07/25/2019	10912	Lynn Zabel-v	Mileage throu...	WNB Financial	20000 · Accounts Payable	-519.80
Bill Pmt -Check	07/25/2019	10913	MCIT		WNB Financial	20000 · Accounts Payable	-237.00
Bill Pmt -Check	07/25/2019	10914	Mittel Schule, Inc.		WNB Financial	20000 · Accounts Payable	-864.13
Bill Pmt -Check	07/25/2019	10915	Nathan Arendt	Mileage for s...	WNB Financial	20000 · Accounts Payable	-93.96
Bill Pmt -Check	07/25/2019	10916	Olmsted County Public Works	Mark Root sa...	WNB Financial	20000 · Accounts Payable	-7,178.71
Bill Pmt -Check	07/25/2019	10917	PEM Community School #2899	Busing for 5t...	WNB Financial	20000 · Accounts Payable	-276.00
Bill Pmt -Check	07/25/2019	10918	Q Media Group LLC		WNB Financial	20000 · Accounts Payable	-720.00
Bill Pmt -Check	07/25/2019	10919	SE MASWCD	Annual Dues	WNB Financial	20000 · Accounts Payable	-500.00
Bill Pmt -Check	07/25/2019	10920	Smith Schafer & Associates, LTD	2018 Audit pr...	WNB Financial	20000 · Accounts Payable	-3,000.00
Bill Pmt -Check	07/25/2019	10921	Terri Peters (Expenses)	LWM NRBG ...	WNB Financial	20000 · Accounts Payable	-95.32
Bill Pmt -Check	07/25/2019	10922	Terry Helbig-Supervisor	Mileage for 2...	WNB Financial	20000 · Accounts Payable	-112.52
Bill Pmt -Check	07/25/2019	10923	Wabasha County Highway Department	GMC \$108.7...	WNB Financial	20000 · Accounts Payable	-206.86
Bill Pmt -Check	07/25/2019	eft	Minnesota UI Fund	Annette Hatt...	WNB Financial	20000 · Accounts Payable	-418.14
Jul 25, 19							-27,852.11

July Board Report

Jen:

Wetland Conservation Act (WCA) – Fillmore County – 1 MPARS review, 1 Notice of Application and 1 TEP meeting scheduled with site visit. Continue email and phone dialogues with Fillmore TEP members. Wabasha County – 2 MPAR reviews. TEP met to review 1 project, conduct 2 site visits. Verified work to satisfy restoration order for 1 landowner. One restoration order still open, conversations with landowner to coordinate site visit.

Conservation Reserve Enhancement Program/ReInvest in MN (CREP/RIM) – Followed up with NRCS, FSA and landowner re eligibility.

Nat'l Fish & Wildlife Federation (NFWF) – Met with 1 landowner to look at resource concern through multiple properties. Added 2 landowners to EQIP list for forestry projects. Recommended CNMP for landowner interested in expansion, visited 1 site to check for options for structures. Planned visit with owner/operator for waterway and dam. Recommended FSP to 2 landowners. Continue cover crop, soil health discussions with landowners when able.

Cooperative Weed Management Area (CWMA) – Spoke to 3 landowners, 2 for invasive management, 1 for tree planting.

MN Dept of Ag (MDA) – Wrapping up contract. Paying CCM for treatment work.

Local Water Mgmt (LWM) – Wabasha County Fair Day – Outreach. Coordinated with County Fair Board staff, set up (display, spectrophotometer, slake tests and freebies).

RIM Easement – 2 easements remaining to check.

Mitch:

351 Well Decommissioning

Currently working with 2 producers with contracts to seal abandoned wells located in high risk areas in Wabasha County. Construction is underway for 1 of the 2 wells and are under advisement throughout the phases of construction.

State Cost Share

Contracted work to construct a Grade Stabilization Structure is being carried out to modify existing design plans for a producer hoping to implement new structure this fall. Currently working with Chris Nelson to carry out new designs to establish necessary engineering protocols for soil borings and additional prep work before carrying out earthwork.

Technical Assistance

Technical assistance is being provided for multiple producers interested implementing conservation work. A large waterway is being evaluated and scheduling survey for this fall. Shovel ready projects not funded through EQIP are being evaluated as potential state cost share candidates. Design work is being carried out for multiple projects as well for additional practice and OJT.

Ag Certainty

Recently completed certifications for 4 assessments being carried out with the assistance of Mark Root and Larry Peterson. New certifications have potential conservation work being evaluated to implement waterways and additional structures where improvement is needed.

FAA Drone Certification

Recently I completed my FAA small unmanned aircraft examination with a passing score of 90%. Granting me the responsibility of holding an FAA Certified Commercial Drone Pilot License. I am proud to have the opportunity to utilize this technology and have the support of the board members. I am eager to utilize this skill set to enhance our abilities to provide technical assistance in support of our mission statement to protect and conserve our land. I want to personally thank the board members and Terri Peters for entrusting me to pursue this technology and providing me with the necessary training requirements to become a proficient pilot.

Dennis:

Attended the Data Policy Practices conference in St. Cloud June 27th.

Continue to assist Goodhue with bookkeeping. This will be ending very soon as they have hired a full-time Admin assistant/bookkeeper. I may be called on to do training with her to get her up to speed and likely will be assisting in the upcoming audit.

Filed quarterly tax returns with appropriate agencies.

Assisted Phillis with CSP payment requests.

Had additional MAWQCP (AgCertainty) admin duties for the quarter.

Worked the Wabasha County Fair booth on Thursday the 18th of July.

Drone Photo of the Month



Department of Natural Resources Priority Areas for Protection and Restoration in the Zumbro River Watershed

This document was prepared by efforts led by the Department of Natural Resources (DNR), Division of Ecological and Water Resources (EWR). Region 3 staff members from 5 DNR divisions (Fisheries, Wildlife, Forestry, Parks and Trails, and EWR) were engaged in several meetings to develop watershed priorities for the Zumbro River Watershed. The meetings focused on gathering input from staff based upon professional judgment from their combined experience and local knowledge from working in the watershed.

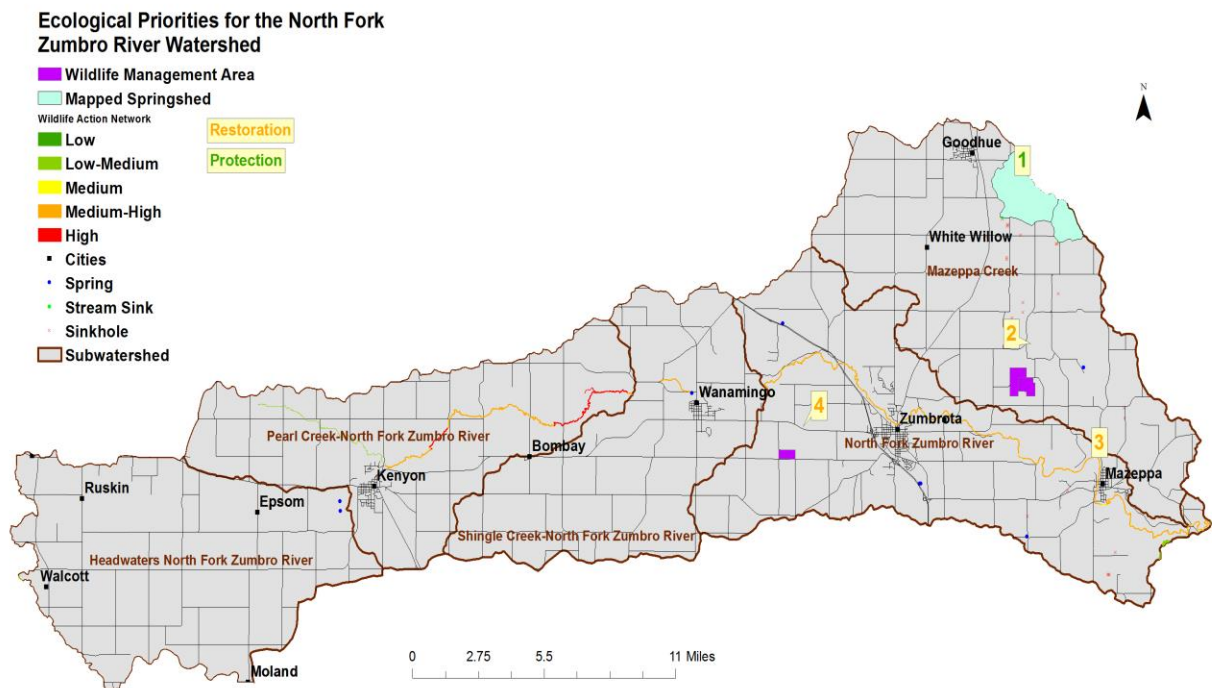
The information gathered is presented below in a series of lists and a map organized on the 10-digit hydrologic unit code (HUC) number. It also reflects different priorities based on each Division's own mission. Priorities identified during this process include protection, restoration, and technical guidance types of strategies and are presented in no particular order.

Color-coding for strategies listed below and on maps:

Strategy Categories
Protection
Restoration
Technical Guidance

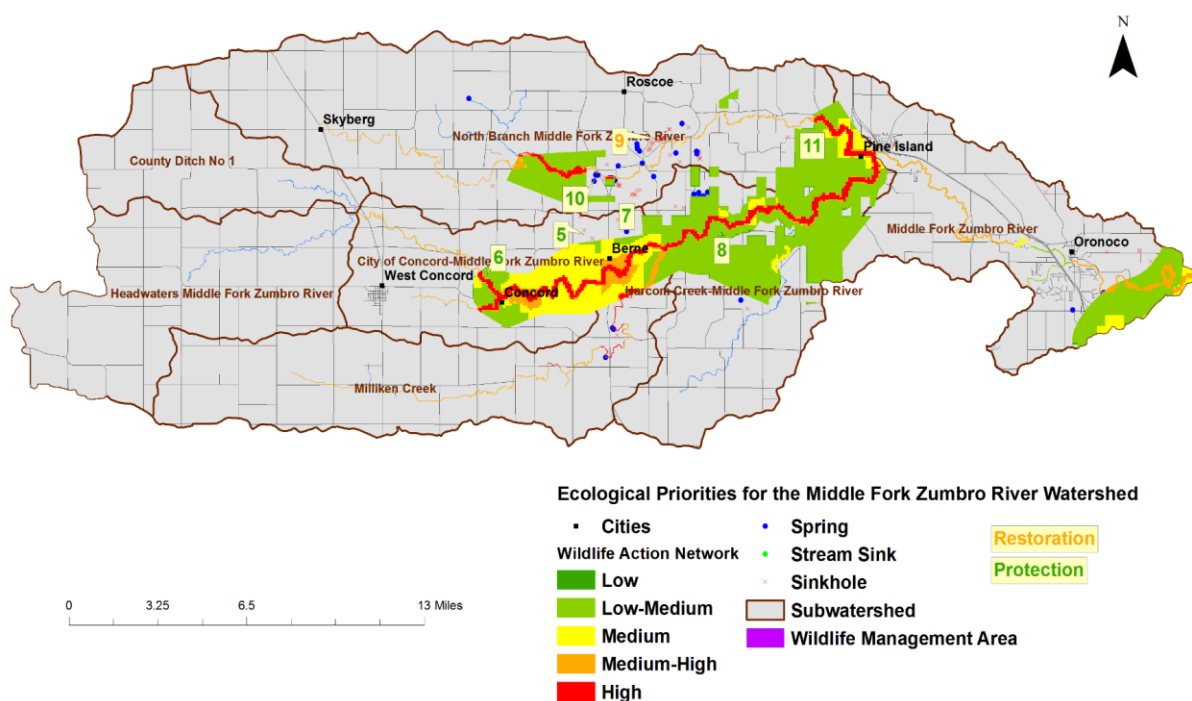
Strategies for North Fork Zumbro River Watershed HUC 0704000404

1. **North Fork Zumbro River-Mazeppa Creek**-Protect two surface water sinks south of the City of Goodhue through local zoning and surface water runoff management
2. **North Fork Zumbro River-Mazeppa Creek**-Implement a channel and habitat restoration within the Tiedemann WMA to reduce sediment loading from bank erosion and improve aquatic and riparian habitat.
3. **North Fork Zumbro River**-Rehabilitate the channel upstream from the former Mazeppa dam and one mile downstream to eliminate bank erosion and improve fish habitat.
4. **North Fork Zumbro River**-Implement a channel and habitat restoration within the Woodbury WMA to reduce sediment loading from bank erosion and improve aquatic and riparian habitat.



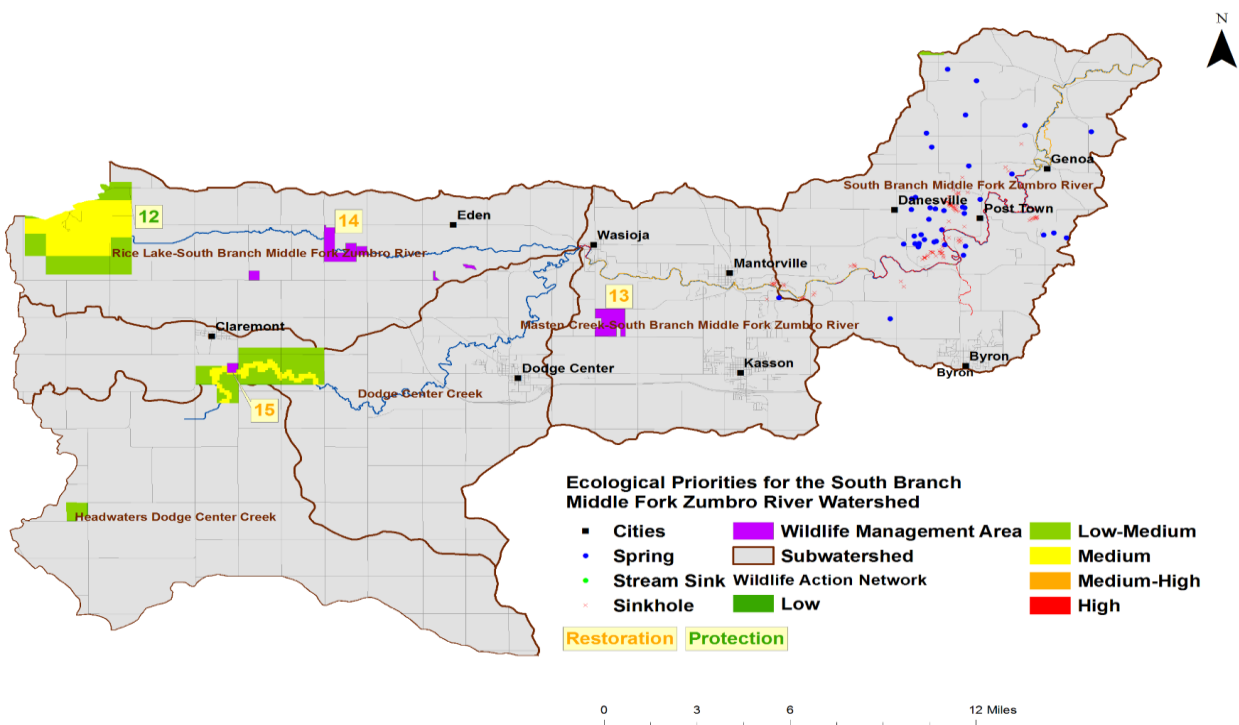
Strategies for Middle Fork Zumbro River Watershed HUC 0704000403

5. **Middle Fork Zumbro River-City of Concord subwatershed**-Conduct springshed mapping in the eastern third of the subwatershed due to high prevalence of karst features.
6. **Middle Fork Zumbro River-City of Concord subwatershed**-Protect habitat diversity and restore riparian lands in the eastern half of the subwatershed where biodiversity is outstanding.
7. **Middle Fork Zumbro River-Harcom Creek subwatershed**-Conduct springshed mapping in the northwest section of the subwatershed.
8. **Middle Fork Zumbro River-Harcom Creek subwatershed**-Protect habitat diversity and restore riparian lands in the northern half of the subwatershed where biodiversity is high.
9. **North Branch Middle Fork Zumbro River**-Implement a channel and habitat restoration within the Roscoe WMA to reduce sediment loading from bank erosion and improve aquatic and riparian habitat.
10. **North Branch Middle Fork Zumbro River**-Conduct springshed mapping from State Highway 57 downstream to the Roscoe WMA due to high prevalence of karst features.
11. **North Branch Middle Fork Zumbro River**-Protect habitat diversity and restore riparian lands in the southeast section of the subwatershed where biodiversity is high.



Strategies for South Branch Middle Fork Zumbro River Watershed HUC 0704000402

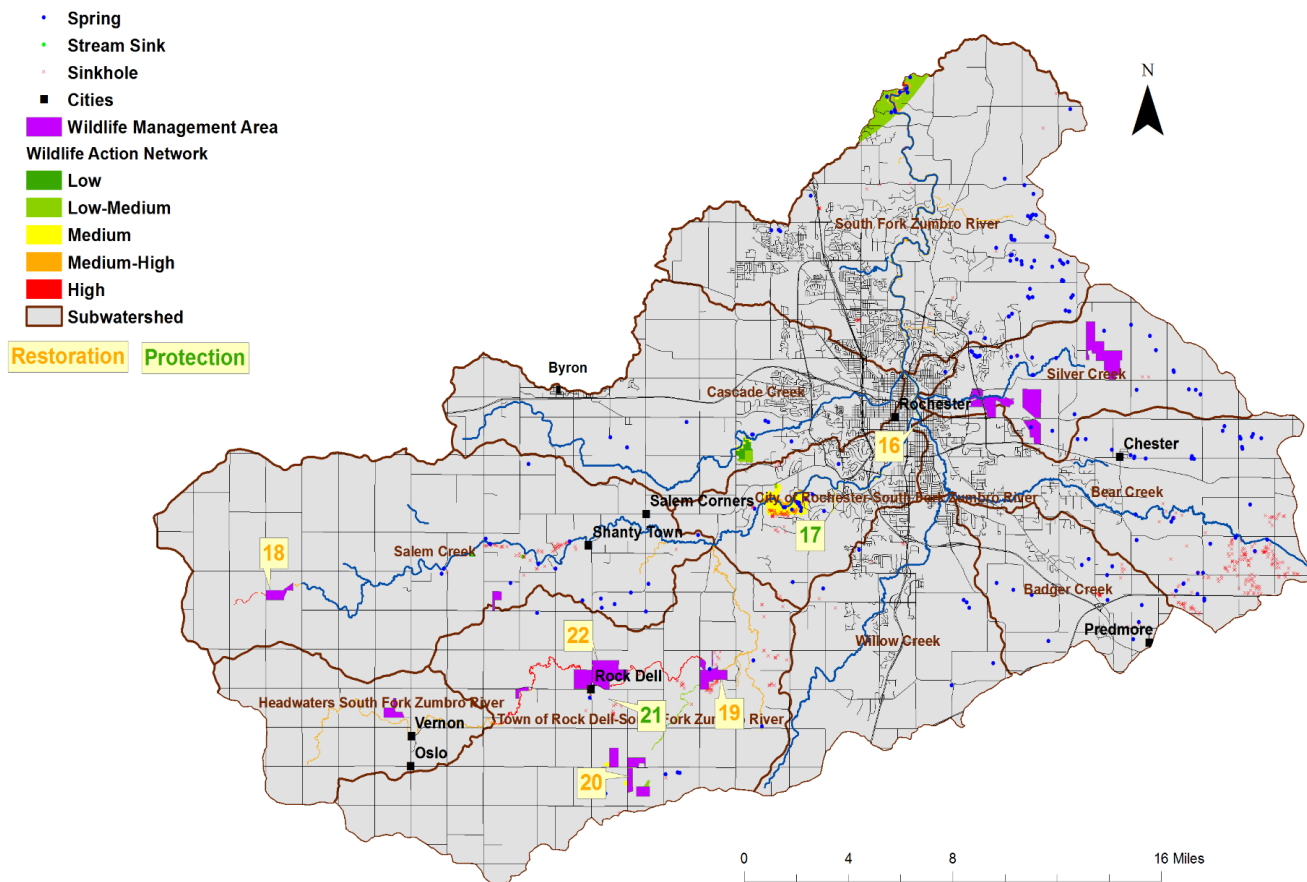
12. **South Branch Middle Fork Zumbro River-Rice Lake**-Improve the carp barriers at the lake outlets to prevent reinvasion of common carp and maintain water clarity.
13. **South Branch Middle Fork Zumbro River-Masten Creek subwatershed**-Implement a channel and habitat restoration in the Pheasants Forever WMA to reduce sediment loading from bank erosion and improve aquatic and riparian habitat.
14. **South Branch Middle Fork Zumbro River**-Implement a channel and habitat restoration in the Naylor WMA to reduce bank erosion and improve aquatic and riparian habitat.
15. **South Branch Middle Fork Zumbro River**-Implement a channel and habitat restoration in the McMartin WMA to reduce sedimentation from bank erosion and improve aquatic and riparian habitat.



Strategies for South Fork Zumbro River Watershed HUC 0704000401

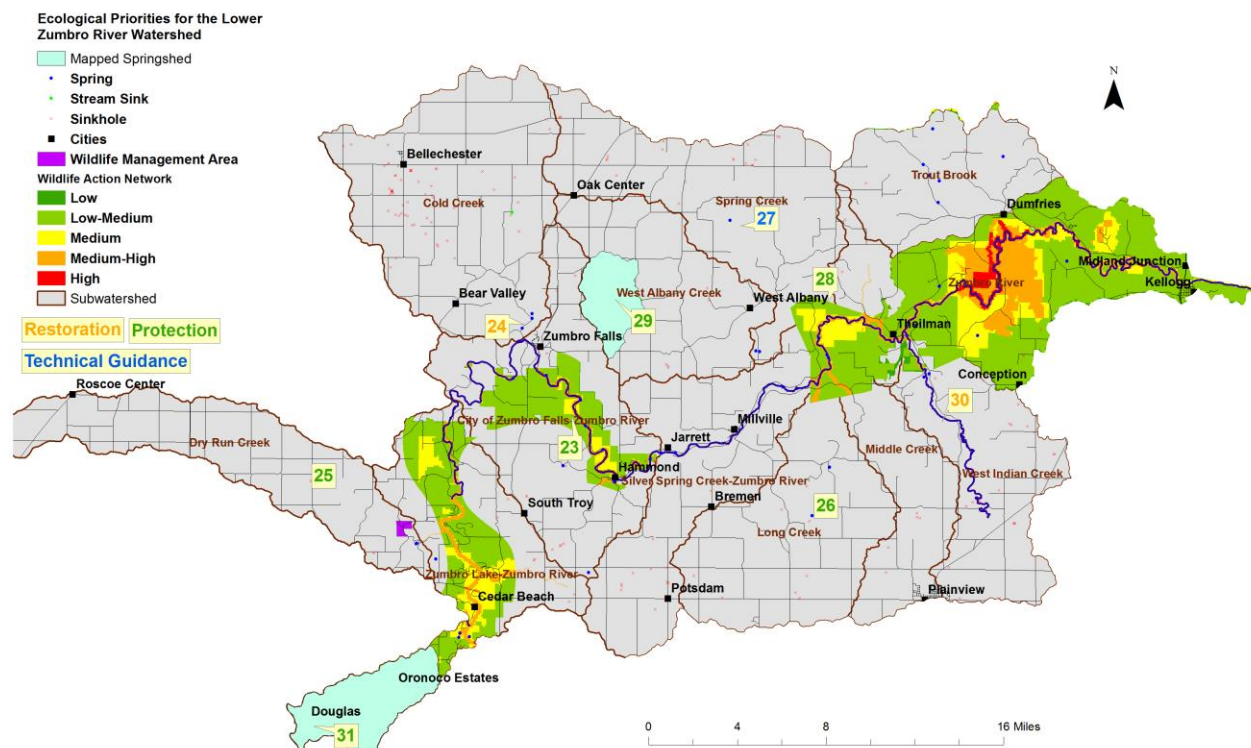
16. **South Fork Zumbro River-City of Rochester subwatershed**-Improve aquatic habitat within the City of Rochester flood control project area.
17. **South Fork Zumbro River-City of Rochester subwatershed**-Conduct springshed mapping upstream from Maywood Lake due to the high prevalence of karst features.
18. **South Fork Zumbro River-Salem Creek subwatershed**-Implement a stream channel and habitat restoration within the Bud Jensen WMA to reduce sediment loading from bank erosion and improve aquatic and riparian habitat.
19. **South Fork Zumbro River**-Implement a channel and habitat restoration in the Keller WMA to reduce sediment loading from bank erosion and improve aquatic and riparian habitat.
20. **South Fork Zumbro River**-Implement a channel and habitat restoration in the Suess, High Forest, and Marion Marshal WMAs to reduce sediment loading from bank erosion and improve aquatic and riparian habitat.
21. **South Fork Zumbro River-Town of Rock Dell subwatershed**-Protect surface water sinks through local zoning and acquisition.
22. **South Fork Zumbro River-Town of Rock Dell subwatershed**-Implement a channel and habitat restoration in the Rock Dell WMA to reduce sediment loading from bank erosion and improve aquatic and riparian habitat.

Ecological Priorities for the South Fork Zumbro River Watershed



Strategies for Lower Zumbro River Watershed HUC 0704000405

23. **Lower Zumbro River-City of Zumbro Falls subwatershed**-Improve forest quality and maintain riparian connectivity through active forest management and acquisition.
24. **Lower Zumbro River-Cold Spring Brook subwatershed**-Implement a channel restoration project following results of the WARSSS assessment to reduce sediment loading and improve aquatic habitat for trout and invertebrates.
25. **Lower Zumbro River-Dry Run Creek subwatershed**-Protect habitat diversity and restore riparian and shoreland habitat through acquisition and private lands management.
26. **Lower Zumbro River-Long Creek subwatershed**-Improve forest quality and maintain riparian connectivity through active forest management and acquisition.
27. **Lower Zumbro River-Spring Creek subwatershed**-Conduct a WARSSS assessment to identify sediment sources and causes for altered hydrology.
28. **Lower Zumbro River-Spring Creek subwatershed**- Improve forest quality and maintain riparian connectivity through active forest management and acquisition.
29. **Lower Zumbro River-West Albany Creek subwatershed**-Protect the surface water sink five miles east of Zumbro Falls through local zoning and surface runoff management.
30. **Lower Zumbro River-West Indian Creek subwatershed**-Implement a channel and habitat restoration in a two mile-long reach under angling easement to improve aquatic and riparian habitat.
31. **Lower Zumbro River-Zumbro Lake subwatershed**-Protect the surface water sink in the southwestern section of the subwatershed through local zoning and surface runoff management



Summary of issues identified by the DNR and suggested actions to address them.

Protection Summary

Strategy #	Subwatershed	Issue	Action
1	Mazeppa Creek	Groundwater protection where surface water sinks occur	Zoning; surface water runoff management
5	City of Concord	Groundwater protection	Springshed mapping by DNR groundwater hydrologist
6	North Fork	Biodiversity protection	Acquisition, easements, private lands programs
7	Harcom Creek	Groundwater protection	Springshed mapping by DNR groundwater hydrologist
8	Harcom Creek	Biodiversity protection	Acquisition, easements, private lands programs
10	North Branch Middle Fork	Groundwater protection	Springshed mapping by DNR groundwater hydrologist
11	North Branch Middle Fork	Biodiversity protection	Acquisition, easements, private lands programs
12	Rice Lake	Nutrient levels	Improve the carp barrier to prevent immigration
17	City of Rochester	Groundwater protection	Springshed mapping by DNR groundwater hydrologist
21	South Fork	Groundwater protection where surface water sinks occur	Zoning; surface water runoff management
23	City of Zumbro Falls	Forest/riparian Habitat Quality	Acquisition, easements, private lands forestry
25	Dry Run Creek	Riparian/shoreland habitat quality	Acquisition, easements, private lands programs
26	Long Creek	Forest/riparian Habitat Quality	Acquisition, easements, private lands forestry
28	Spring Creek	Forest/riparian Habitat Quality	Acquisition, easements, private lands forestry
29	West Albany Creek	Surface water sinks	Zoning; surface water runoff management
31	Lake Zumbro	Surface water sinks	Zoning; surface water runoff management

Restoration Summary

Strategy #	Subwatershed	Issue	Action
2	Mazeppa Creek	High sediment loading; poor habitat quality	Restore floodplain connectivity and habitat
3	Mazeppa Creek	Poor channel stability	Purchase easements; implement channel restoration
4	North Fork	High sediment loading; poor habitat quality	Restore floodplain connectivity and habitat
9	North Branch Middle Fork	High sediment loading; poor habitat quality	Restore floodplain connectivity and habitat
13	Masten Creek	High sediment loading; poor habitat quality	Restore floodplain connectivity and habitat
14	South Branch Middle Fork	High sediment loading; poor habitat quality	Restore floodplain connectivity and habitat

Restoration *(continued)*

Strategy #	Subwatershed	Issue	Action
15	South Branch Middle Fork	High sediment loading; poor habitat quality	Restore floodplain connectivity and habitat
16	City of Rochester	Poor aquatic habitat and connectivity	Work with City of Rochester and Army Corps of Engineers to improve habitat and connectivity
18	Salem Creek	High sediment loading; poor habitat quality	Restore floodplain connectivity and habitat
19	South Fork	High sediment loading; poor habitat quality	Restore floodplain connectivity and habitat
20	South Fork	High sediment loading; poor habitat quality	Restore floodplain connectivity and habitat
22	South Fork	High sediment loading; poor habitat quality	Restore floodplain connectivity and habitat
24	Cold Spring Brook	High bedload and channel sediment loading	Restore floodplain connectivity
30	West Indian Creek	Poor aquatic habitat; high sediment loading	Restore floodplain connectivity and habitat

Technical Guidance Summary

Strategy #	Subwatershed	Issue	Action
27	Spring Creek	Altered hydrology; high sediment loading	DNR clean water staff conduct an assessment of channel stability and sediment supply.

FISCAL AGENT AGREEMENT

THIS AGREEMENT dated this 27th day of June 2019, by and between the Izaak Walton League – Minnesota Division (hereinafter “the IKES”), and Wabasha Soil and Water Conservation District (hereinafter “the Fiscal Agent”).

WITNESSETH

THAT:

WHEREAS, the IKES are a nonprofit organization founded to conserve the outdoors for future generations; and

WHEREAS, the IKES seeks to work with the Fiscal Agent to assist in implementing its Upper Mississippi River Initiative (Initiative), and to assist in creative strategic planning, applying adaptive management philosophies, and successful implementation within Minnesota, Wisconsin, Iowa, and Illinois as set forth below;

THEREFORE, now in consideration of the mutual covenants hereinafter set forth, the IKES and the Fiscal Agent agree as follows:

I. Services to be Performed: Wabasha County SWCD will work with members (Larry Gates, Paul Wotzka and Larry Himanga) of the Wapashaw Chapter to employ a contractor to:

1. develop 30 profiles of producers that are currently involved in agronomic practices designed
to improve soil health, reduce run-off, and diminish external
in-puts.
2. feature 6 of those producers in the media
and
3. engage partners to examine ways they can collaboratively participate in project efforts (outreach, education, field trials, on farm visits, monitoring to evaluate soil health).

II. Term. The term of this Agreement commences on June 27, 2019, and shall terminate on 2/29/20, unless extended or renewed by Division President as the project requires. It is

understood that this term allows for only the completion of Phase I of the project as defined in the services to be performed section. The IKES and the Fiscal Agent may renew and/or modify the contract at any time, with appropriate notice as described in Section VIII of this contract, or at the end of the contract period.

III. Performance. Project task expectations, quality of work, task deadlines, and regular reporting of activities are essential for completion of this Agreement.

The IKES may terminate this Agreement at its sole option, if performance expectations are not met for the above tasks as set forth in this Agreement.

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IV. Grant. The grant to be administered by the Fiscal Agent is for contract work for

\$7,000.00 (contract employee provides vehicle and computer 200 hours @ \$35./hr. (\$7,000)

and administrative overhead to Wabasha SWCD (\$1,000)).

V. Billing. The Fiscal Agent shall provide a monthly record to the IKES' office detailing work

performed, hours spent, and expenses incurred.

VII. Independent Contractor. It is agreed and understood that the Contractor (see I.) shall

perform services under this Agreement as an independent contractor, and not as an employee or agent of the IKES.

A. Any and all income-tax returns filed by the Contractor with either the

Federal or

State governments shall be prepared in accordance with the terms of this Agreement; that is, those returns shall indicate that all income the Contractor receives as a result of this Agreement is income earned as an independent contractor, and not as an agent or employee of the IKES.

B. Because the Contractor is not an employee of the IKES, the IKES will not withhold monies from the Contractor's payments under this Agreement for Federal or State income tax purposes; nor will the IKES make any payment or contribution in the Contractor's name or on their behalf, for purposes of Social Security, Unemployment Compensation, or for any other similar purpose.

C. The Contractor shall not participate in, or in any way share in, any benefit plan, program, or fringe benefit of any kind created by the IKES or in which the IKES participate, for the benefit of any IKES employees.

D. In the course of performing the contracted services, the Contractor may have

access to confidential information of the IKES. The Contractor agrees not to use or disclose any such confidential information to any third parties.

VIII. Assignment. The Fiscal Agent shall personally perform all services under this Agreement, and shall not assign this Agreement in whole or in part, to any person or entity.

IX. Partial Performance. In the event of illness, accident or other event that prevents full performance of this Agreement by the Fiscal Agent, the compensation shall be adjusted by an amount mutually agreed by the parties, taking into account the impact on the IKES's interests, the amount of work performed, and the results obtained.

X. Termination of Agreement. Either party may terminate this Agreement by providing ten (10) days written notice to the other party. This Agreement shall terminate automatically according to the terms stated in Section II, or on the occurrence of any of the following events, bankruptcy or

insolvency of either party; death or disability of the Fiscal Agent, wherein "disability" means any mental or physical incapacity of the Fiscal Agent which prevents the Fiscal Agent from performing the duties specified in this agreement; theft, fraud embezzlement, dishonesty or other similar behavior by the Contractor; or habitual neglect of duty by the Contractor in discharging any of the Fiscal Agent's duties under this agreement. Should the Fiscal Agent default in the performance of this Agreement, or materially breach any of its provisions, the IKES at its option may terminate this Agreement by giving five (5) days written notice to Fiscal Agent.

XI. Amendments. The terms of this contract may be changed by mutual agreement of the parties. Such changes shall be effective only on the execution of written amendment(s) signed by both the IKES and the Fiscal Agent.

XII. Construction of Agreement. This Agreement, which is to be performed and construed under Minnesota law, supersedes any and all prior agreements, and contains the entire agreement of the parties. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force, without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have caused this contract to be executed on the day and year first above written.

Izaak Walton League – Minnesota
Division By: Ted Suss – Acting
President

/s/



Fiscal Agent By: Wabasha Soil and
Water Conservation District

/s/

**AGREEMENT BETWEEN
THE GOODHUE COUNTY SOIL AND WATER CONSERVATION DISTRICT
AND WABASHACOUNTY SOIL AND WATER CONSERVATION DISTRICT**

This AGREEMENT is between the Goodhue County Soil and Water Conservation District (hereinafter referred to as "the District") and Wabasha County Soil and Water Conservation District (hereinafter referred to as "the Subrecipient").

I. STATEMENT OF PURPOSE

The purpose of this AGREEMENT is to clarify the roles and responsibilities of the parties regarding the project entitled, "**Reducing Bacteria from SE MN Feedlots**" (hereinafter referred to as "the Project") made possible through a grant received from the Minnesota Pollution Control Agency's (MPCA) Federal Clean Water Act Section 319 grant program.

II. SCOPE OF SERVICES AND SPECIFIC DUTIES

The District has agreed to provide funding to the Subrecipient for implementation of the Project. The Subrecipient will complete the duties described in Attachment A (Project Workplan). Subject to approval by the authorized representative of the District, the Subrecipient may modify Attachment A through a written addendum to this Agreement which is signed by both parties. Some changes may require approval of the grantor, the MPCA.

The Subrecipient also agrees to adhere to the provisions of the attached State of Minnesota Grant Agreement, Swift Contract No. 158117, including Attachments A (Project Workplan) and B (Terms and Conditions).

III. PAYMENT TERMS AND REPORTING REQUIRMENTS

- A. **REPORTING.** The Subrecipient will submit semi-annual reports to the District to coincide with MPCA reporting requirements. The District will provide the Subrecipient a format for all reports approximately one month prior to the date on which reports are due.
- B. **TERM.** The Subrecipient may expend grant funds toward completion of the Project between the dates of **July 15, 2019 and August 31, 2021**.
- C. **AMOUNT.** During the term of this agreement, the Subrecipient may bill the District for up to \$ 26,872.86 for time and expenses incurred toward completion of the Project, as detailed in the grant work plan. Sub-recipient may not spend more than \$5,872.86 in technical assistance of initial allocation. Grant funds may be transferred between participating members throughout the grant term. This will be conducted administratively with the approval of each effected party.

D. **PAYMENT SCHEDULE.** Upon execution of this AGREEMENT, the Subrecipient may present quarterly itemized invoices to the District for work actually performed (twice a year this invoice will accompany submittal of the semi-annual report.) The District will provide a sample invoice that indicates the required level of documentation of expenses. The District submits reimbursement requests to the MPCA quarterly. Upon the District's receipt of payment from the MPCA, and within seven days of receipt of payment, the District will process reimbursement to the Subrecipient.

IV. CONTRACT CLAUSES

1. **Ownership of Project Materials.** All materials prepared or developed by the Subrecipient hereunder, including documents, notes, reports, data, and samples shall become the property of the District when prepared, whether delivered to the Board or not, and shall be delivered to the Board upon request. The District will be responsible for responding to any data practices requests pertaining to this data.
2. **Changes.** The District may at any time issue written directions requiring additional work within the Work Plan and any amendments thereto, or directing the addition of, omission of, or variation in Work. If such direction results in a material change in the amount or character of Work, Subrecipient will prepare a scope of Work and cost estimate and forward it to District's representative. District may issue the Subrecipient notice to proceed with this change or request an alteration in the scope of Work, or not authorize the Work.
3. **Indemnity and Hold Harmless.** Subrecipient shall indemnify the District, its directors, officers, employees, and agents against damages, penalties, costs, or expenses incurred in connection with any alleged violation of any federal, state, or local law or regulation regulating the Work performed hereunder or any part thereof. Subrecipient agrees to indemnify and hold harmless the District, its directors, officers, employees, and agents against and from loss, claims, or suits, including costs and attorney's fees, for, or on account of injury, bodily or otherwise, or death, of persons, or damage to or destruction of property belonging to the District or others arising out of the negligent performance of the Work hereunder by the Subrecipient. Subrecipient shall, in no event, be liable for loss or damage attributable to District or its representatives or agents. Subrecipient's liability shall be limited by the provisions of Minnesota Statutes Chapter 466 or other applicable law. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.
4. **Nonassignment.** Subrecipient shall not assign this Agreement nor delegate or subcontract any of the Work to be performed without the District's written consent. If assignment, delegation, or subcontract is done with such consent, it shall not relieve Subrecipient from its responsibility for the performance of any of its obligations hereunder.

5. **Complete Agreement.** This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understandings, agreements and representations. There are no oral or written understandings, agreements or representations not specified herein.
6. **Independent Contractor Status.** Subrecipient is an Independent Contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures between the parties. Subrecipient will be responsible for any federal or state taxes applicable to this payment. No tenure or any rights or benefits, including workers' compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, Public Employment Retirement Association or other benefits available to Subrecipient employees, shall accrue to Goodhue Soil and Water Conservation District or its employees performing services under this Agreement.
7. **Worker Health, Safety and Training.** Subrecipient shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Subrecipient shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Subrecipient shall ensure all personnel of Subrecipient and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Subrecipient shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Subrecipient.
8. **Legal Compliance.** Subrecipient and the District shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted.
9. **Data Privacy.** For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Subrecipient in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy.
10. **Business Records.** Subrecipient shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Subrecipient's profession. Subrecipient shall maintain such records for at least 6 years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. The District shall have the right to audit and review all such documents and records at any time during Subrecipient's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by the District and either the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute § 16C.05, subd 5. Such evidences are

also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract.

11. **Force Majeure.** Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities other than Olmsted County or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
12. **Waiver.** The failure of the District or Subrecipient to enforce one or more of the terms or conditions of the Contract or to exercise any of its rights or privileges, or the waiver by either party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.
13. **Notices.** All official notices, shall be sufficiently given when delivered or mailed, certified mail, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

For the District: 104E 3rd Ave. PO Box 335, Goodhue MN 55027

For Wabasha SWCD: 611 Broadway Ave., Ste 10, Wabasha, MN 55981

14. **Interpretation, Jurisdiction and Venue.** All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota. Both parties hereby consent and submit to the jurisdiction of the appropriate courts of Minnesota or of the United States having jurisdiction in Minnesota for adjudication of any suit or cause of action arising under or in connection with the contract documents, or the performance of such contract, and agrees that any such suit or cause of action may be brought in any such court.
15. **Severability.** The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
16. **Agreement to Mediate Disputes.** In the event that any dispute arises between the parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the parties may agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute.
Any party to the dispute may give written notice to the other party of his or her desire to commence mediation, and a mediation session must take place within [30] days after the date that such notice is given.

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

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

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

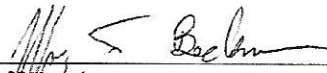
18. Merger Clause. This agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

V. AGREEMENT EFFECTIVE DATE

This agreement is effective upon execution by all parties.

Approved and accepted for:

FOR THE GOODHUE COUNTY SOIL AND WATER CONSERVATION
DISTRICT



Jeff Beckman
Board Chair, Goodhue SWCD

7-16-19

Date

FOR THE SUBRECIPIENT

Name

Date

Title