TODD COUNTY SWCD BOARD MEETING AGENDA

There will be a meeting of the Todd Soil and Water Conservation District Board of Supervisors on Thursday, June 14, 2018 beginning at 8:30 a.m. The meeting will take place at the Todd County Historic Courthouse (Prairie Conference Room) 215 1st Ave South, Long Prairie, MN 56347.

Call to Order Dale Katterhagen
Pledge of Allegiance
Act on Approving Agenda
Secretary’s Report (Minutes) Tom Williamson
Treasurer’s Report (Financial) Leland Buchholz
Cost Share Report

1. Decisions Needed
   1. Accept additional Feedlot meeting donations—Livestock Advisory Board Sarah
   2. Approve payment of CWP cost share funds for Rick Johnson Shannon
   3. Approve request to cancel CWP cost share contract with Steve Ritcher’s project Shannon
   4. Approve encumbering FY18 State cost share for Lisa Overman for well sealing project Sarah
   5. Approve encumbering Performance Credit Funds for Steve Drayna Deja
   6. Approve payment of FY17 state cost share funds & FY17 Local Capacity for Oyster Deja
   7. Approve payment of FY18 state cost share funds for Barfkneck Lew
   8. Approve FY2019 Groundwater Level Monitoring Contract Sarah
   9. Approve Area 2 District MAWQCP Agreement Sarah
   10. Approve Area 2 District MAWQCP Engineering Agreement Sarah
   11. Approve Sauk Conservation Planner Contract Sarah

2. Discussion
   1. Questions regarding the Supervisor Handbook {any topics to be reviewed at July’s meeting} Sarah
   2. 2018 Conservation Award Winner & Land Stewardship Award Nominees Sarah
   3. 2019 Budget Preparation Sarah
   4. Proxy Voting for WCTSA board Sarah
   5. Proposed Groundwater Protection Rule Update Lew
   6. Registration Locally Led Workshops—August 1, 2018-St. Cloud. Sarah

3. Reports
   1. Commissioner’s Report
   2. Staff Reports SWCD Staff
   4. NRCS Report Russell
   5. 1W1P – SRWD Report Tom

4. Informational
   5. Other

Adjourn

The next regular SWCD board meeting will be July 12, 2018 beginning at 8:30 a.m. at the Historic Courthouse, (Prairie Conference Room), 215 1st Ave South, Long Prairie, MN 56347.

Conservation, Protection, and Enhancement of Todd County’s Natural Resources
MINUTES FROM THE MAY 10, 2018 REGULAR BOARD MEETING

Chairman Katterhagen called the Thursday, May 10, 2018 meeting to order at 8:10 a.m.

The meeting was held at the Historic Courthouse, 215 1st Ave South, Long Prairie, MN 56347. Board members present were: Dale Katterhagen, Tom Williamson, Norman Krause and Kenny Pesta. Others present were: Tim Stieber, Division Director, Sarah Katterhagen, Program Coordinator, Deja Anton, Livestock Advisor, Kevin Brown, Conservation Technician, and Randy Neumann, County Commissioner.

Board Member Absent: Leland Buchholz.

Staff Member Absent: Shannon Wettstein, Water Planner and Lew Noska, Conservation Technician.

Others Absent: Luke Thoma, Pheasants Forever; Russell Kleinschmidt, NRCS; and Gary Kneisl, County Commissioner.

The Pledge of Allegiance was recited.

Introduction: Kevin Brown was introduced.

Katterhagen asked if there were any additions to the agenda. Pesta made a motion, seconded by Krause to approve the agenda for May 10, 2018 regular board meeting with the addition of 1.3 approve encumbering MPCA Lake Osakis Cost Share funds for Middendorf and discussion of buffer compensation. Affirmative: Katterhagen, Williamson, Krause and Pesta. Motion Carried.

Katterhagen asked if there were any additions or corrections to the minutes from the April 12, 2018 regular board meeting. Pesta made a motion, seconded by Krause to approve the minutes as disbursed from the April 12, 2018 regular board meeting. Affirmative: Katterhagen, Williamson, Krause and Pesta. Motion Carried.

S. Katterhagen reviewed April’s Program Summary. Krause made a motion, seconded by Williamson to accept April’s program summary with receipts totaling $23,440.04 and disbursements totaling $4,010.00. Affirmative: Katterhagen, Williamson, Krause and Pesta. Motion Carried.

Williamson made a motion, seconded by Krause to approve payment of FY18 state cost share funds in the amount of $240.00 for Stephen Kleinfehn, contract #1-18 for well sealing project. Affirmative: Katterhagen, Williamson, Krause and Pesta. Motion Carried.

Williamson made a motion, seconded by Pesta to approve encumbering FY18 Riparian Aid cost share funds for Bakke, contract #1-18RA in the amount of $41,083.00 for exclusion fencing project. Affirmative: Katterhagen, Williamson, Krause and Pesta. Motion Carried.

Krause made a motion, seconded by Williamson to approve encumbering FY17 MPCA Lake Osakis cost share funds in the amount of $80,629.95, contract #1-17 MPCA/319 LO, and FY18 Local Capacity in the amount of $20,157.49, contract #2-18LC for Glen/Nate Middendorf for an Ag Waste project. Affirmative: Katterhagen, Williamson, Krause and Pesta. Motion Carried.
SUPervisor Handbook: Copies of the handbook were provided to the Supervisors.

Feedlot Financial Summary: S. Katterhagen reviewed the 2018 feedlot financial report. To date receipts totaling are $2,500.00 and Todd SWCD is waiting on two donations, and the total expense for the event was $4,582.01; which doesn’t include staff time.

Buffer Compensation: Stieber mentioned there is a proposed bill that landowners could get a tax credit for buffers. He will inform the board when he learns more information.

Informational:

Stieber informed the board that Lew Noska has been attending the Lake Shamineau meetings. Lake Shamineau water levels are high and lake association is requesting to lower the levels.

Chairman Katterhagen adjourned the meeting at 9:18 a.m.

The next meeting of the Todd SWCD Board of Supervisors will be held on Thursday, June 14, 2018 beginning at 8:05 a.m. at the Todd County Historic Courthouse (Prairie Conference room), Long Prairie, MN 56347.
# SWCD Treasurer's Monthly Report

## Program Summary

<table>
<thead>
<tr>
<th>Program</th>
<th>05/01/18 Balance</th>
<th>Receipts</th>
<th>Disbursements</th>
<th>05/31/18 Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>District Savings Account</td>
<td>$270,797.60</td>
<td>$</td>
<td>$596.94</td>
<td>$270,797.60</td>
</tr>
<tr>
<td>Change Fund</td>
<td>$20.00</td>
<td>$</td>
<td>$20.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>District Operations</td>
<td>($4,144.99)</td>
<td>$269.26</td>
<td>$27,982.18</td>
<td></td>
</tr>
<tr>
<td>MN State Grant</td>
<td>$28,251.44</td>
<td>$269.26</td>
<td>$27,982.18</td>
<td></td>
</tr>
<tr>
<td>Tree Program</td>
<td>$22,545.32</td>
<td>$3,462.32</td>
<td>$16,562.09</td>
<td>$9,445.55</td>
</tr>
<tr>
<td>Misc Revenue</td>
<td>$6,136.11</td>
<td>$70.00</td>
<td>$6,316.11</td>
<td></td>
</tr>
<tr>
<td>MN Riparian Buffer Cost Share Program</td>
<td>$7,088.71</td>
<td>$</td>
<td>$7,088.71</td>
<td></td>
</tr>
<tr>
<td>NRBG Feedlot Funds</td>
<td>$148,123.84</td>
<td>$30,958.13</td>
<td>$117,165.71</td>
<td></td>
</tr>
<tr>
<td>NRBG Water Plan Funds</td>
<td>$14,574.16</td>
<td>$1,176.84</td>
<td>$13,397.32</td>
<td></td>
</tr>
<tr>
<td>NRBG Water Plan Levy</td>
<td>$59.67</td>
<td>$</td>
<td>$59.67</td>
<td></td>
</tr>
<tr>
<td>NRBG WCA Funds</td>
<td>$28,303.86</td>
<td>$5,645.62</td>
<td>$22,658.24</td>
<td></td>
</tr>
<tr>
<td>FY17 Conservation Delivery</td>
<td>$-</td>
<td>$</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>FY17 Easement Delivery</td>
<td>$-</td>
<td>$</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>FY17 State Cost Share Fund + T/A</td>
<td>$15,443.43</td>
<td>$15,443.43</td>
<td>$15,443.43</td>
<td></td>
</tr>
<tr>
<td>FY2018 Conservation Delivery</td>
<td>$9,386.39</td>
<td>$</td>
<td>$9,386.39</td>
<td></td>
</tr>
<tr>
<td>FY2018 State Cost Share Fund + T/A</td>
<td>$16,595.00</td>
<td>$240.00</td>
<td>$16,355.00</td>
<td></td>
</tr>
<tr>
<td>Ob Well Program</td>
<td>($1,669.50)</td>
<td>$</td>
<td>($1,669.50)</td>
<td></td>
</tr>
<tr>
<td>Farm Bill</td>
<td>$3,584.02</td>
<td>$</td>
<td>$3,584.02</td>
<td></td>
</tr>
<tr>
<td>2015-2018 CWP Swan River Headwaters-C/S</td>
<td>$-</td>
<td>$</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>2015-2018 CWP Swan River Headwaters-Admin</td>
<td>$-</td>
<td>$</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>2015-2018 CWP Swan River Headwaters-T/A</td>
<td>($3,100.00)</td>
<td>$50.00</td>
<td>($3,150.00)</td>
<td></td>
</tr>
<tr>
<td>FY2018 Buffer Compliance</td>
<td>$20,000.00</td>
<td>$781.40</td>
<td>$19,218.60</td>
<td></td>
</tr>
<tr>
<td>FY2017 Buffer Compliance</td>
<td>$5,001.39</td>
<td>$1,953.50</td>
<td>$3,047.89</td>
<td></td>
</tr>
<tr>
<td>FY16 &amp; FY17 CWL Local Capacity 100k</td>
<td>$90,975.06</td>
<td>$5,823.25</td>
<td>$85,151.81</td>
<td></td>
</tr>
<tr>
<td>FY2018 CWL Local Capacity</td>
<td>$120,000.00</td>
<td>$</td>
<td>$120,000.00</td>
<td></td>
</tr>
<tr>
<td>Todd County Riparian AID Cost Share Program</td>
<td>$43,583.00</td>
<td>$</td>
<td>$43,583.00</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**                                    | $841,554.51      | $3,712.32| $64,127.03    | $781,139.80      |

Prepared by: Sarah Katterhagen, Program Coordinator

District Treasurer, Leland Buchholz

Date
### Todd County

#### TODD SOIL & WATER AGENCY FUND

**Trial Balance - SWCD**  
As of 05/2018  
Report Basis: Modified Accrual

<table>
<thead>
<tr>
<th>Account Description</th>
<th>Beginning Balance</th>
<th>Actual This-Month</th>
<th>Actual Year-To-Date</th>
<th>Current Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assets</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1001 CASH</td>
<td>801,564.20</td>
<td>60,414.71</td>
<td>20,444.40</td>
<td>781,119.80</td>
</tr>
<tr>
<td>1024 CHANGE FUND (TS&amp;W)</td>
<td>20.00</td>
<td>0.00</td>
<td>0.00</td>
<td>20.00</td>
</tr>
<tr>
<td>1280 DUE FROM OTHER GOVERNMENTAL UNIT</td>
<td>27,442.00</td>
<td>0.00</td>
<td>27,442.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td><strong>829,026.20</strong></td>
<td><strong>60,414.71</strong></td>
<td><strong>47,886.40</strong></td>
<td><strong>781,139.80</strong></td>
</tr>
<tr>
<td><strong>Liabilities</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2020 ACCOUNTS PAYABLE</td>
<td>14,628.00</td>
<td>0.00</td>
<td>14,628.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2240 DEFERRED REVENUE - UNEARNED</td>
<td>224,287.00</td>
<td>0.00</td>
<td>224,287.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2241 DEPOSITS ON TREE SALES- UNEARNED</td>
<td>3,724.00</td>
<td>0.00</td>
<td>3,724.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2242 DEFERRED INFLOWS</td>
<td>260,340.00</td>
<td>0.00</td>
<td>260,340.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td><strong>502,979.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>502,979.00</strong></td>
<td><strong>0.00</strong></td>
</tr>
<tr>
<td><strong>Fund Balance</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2881 ASSIGNED, FUND BALANCE</td>
<td>297,326.20</td>
<td>0.00</td>
<td>0.00</td>
<td>297,326.20</td>
</tr>
<tr>
<td>2882 FUND BALANCE- RESTRICTED</td>
<td>28,721.00</td>
<td>0.00</td>
<td>0.00</td>
<td>28,721.00</td>
</tr>
<tr>
<td>2890 Revenue Control</td>
<td>0.00</td>
<td>3,712.32</td>
<td>557,831.92</td>
<td>557,831.92</td>
</tr>
<tr>
<td>2895 Expenditure Control</td>
<td>0.00</td>
<td>64,127.03</td>
<td>102,739.32</td>
<td>102,739.32</td>
</tr>
<tr>
<td><strong>Total Fund Balance</strong></td>
<td><strong>326,047.20</strong></td>
<td><strong>60,414.71</strong></td>
<td><strong>455,092.60</strong></td>
<td><strong>781,139.80</strong></td>
</tr>
<tr>
<td><strong>Total Liabilities and Balance</strong></td>
<td><strong>829,026.20</strong></td>
<td><strong>60,414.71</strong></td>
<td><strong>47,886.40</strong></td>
<td><strong>781,139.80</strong></td>
</tr>
</tbody>
</table>

Copyright 2010-2017 Integrated Financial Systems
### Todd County

**ACCOUNT ACTIVITY REPORT**

**From: 05/01/2018**  **Thru: 05/31/2018**

**Fund 79 - TODD SOIL & WATER AGENCY FUND**

<table>
<thead>
<tr>
<th>Tran SC</th>
<th>Typ</th>
<th>Vendor</th>
<th>G/L Month</th>
<th>Receipt/ Warrant NUMBER</th>
<th>Date</th>
<th>Seq #</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>RE</td>
<td>RE</td>
<td>TODD SWCD</td>
<td>05/2018</td>
<td>113031 05/04/2018</td>
<td>222</td>
<td>26.84</td>
<td>TREES - BRENDA MILLER</td>
<td></td>
</tr>
<tr>
<td>RE</td>
<td>RE</td>
<td>TODD SWCD</td>
<td>05/2018</td>
<td>113031 05/04/2018</td>
<td>222</td>
<td>167.77</td>
<td>TREES - LYNNETTE SCHMITZ</td>
<td></td>
</tr>
<tr>
<td>RE</td>
<td>RE</td>
<td>TODD SWCD</td>
<td>05/2018</td>
<td>113031 05/04/2018</td>
<td>222</td>
<td>33.55</td>
<td>TREES - DENNIS CARPENTER</td>
<td></td>
</tr>
<tr>
<td>RE</td>
<td>RE</td>
<td>TODD SWCD</td>
<td>05/2018</td>
<td>113031 05/04/2018</td>
<td>222</td>
<td>93.95</td>
<td>TREES - ROBERT SCHAER</td>
<td></td>
</tr>
<tr>
<td>RE</td>
<td>RE</td>
<td>TODD SWCD</td>
<td>05/2018</td>
<td>113031 05/04/2018</td>
<td>222</td>
<td>33.55</td>
<td>TREES - RICHARD METTLER</td>
<td></td>
</tr>
<tr>
<td>RE</td>
<td>RE</td>
<td>TODD SWCD</td>
<td>05/2018</td>
<td>113031 05/04/2018</td>
<td>222</td>
<td>67.11</td>
<td>TREES - AMY EBBET</td>
<td></td>
</tr>
</tbody>
</table>
**Todd County**

**ACCOUNT ACTIVITY REPORT**

From: 05/01/2018 Thru: 05/31/2018

Report Basis: 1

<table>
<thead>
<tr>
<th>Tran SC</th>
<th>Typ</th>
<th>Vendor</th>
<th>G/L Month</th>
<th>Receipt/ Warrant NUMBER</th>
<th>DATE</th>
<th>Seq #</th>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>79-603-000-0000-5530</td>
<td>RE</td>
<td>TODD SWCD</td>
<td>05/2018</td>
<td>113276 05/21/2018</td>
<td>222</td>
<td>20.13</td>
<td>TREES - PAUL THEISEN</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-5530</td>
<td>RE</td>
<td>TODD SWCD</td>
<td>05/2018</td>
<td>113276 05/21/2018</td>
<td>222</td>
<td>33.55</td>
<td>TREES - TERI BENSE</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-5530</td>
<td>RE</td>
<td>TODD SWCD</td>
<td>05/2018</td>
<td>113276 05/21/2018</td>
<td>222</td>
<td>33.55</td>
<td>TREES - MARLYS STEIDL</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-5801</td>
<td>RE</td>
<td>TODD SWCD</td>
<td>05/2018</td>
<td>113133 05/11/2018</td>
<td>222</td>
<td>250.00</td>
<td>FEEDLOT MEETING- TC</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-6103</td>
<td>DI</td>
<td>9074-BUCHHOLZ/LELAND</td>
<td>05/2018</td>
<td>48740 05/04/2018</td>
<td>333</td>
<td>75.00</td>
<td>3/15 Area II Mtg</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-6103</td>
<td>DI</td>
<td>9074-BUCHHOLZ/LELAND</td>
<td>05/2018</td>
<td>48740 05/04/2018</td>
<td>333</td>
<td>75.00</td>
<td>4/12 S&amp;W Board Mtg</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-6103</td>
<td>DI</td>
<td>5981-KATTERHAGEN/DALE</td>
<td>05/2018</td>
<td>48776 05/04/2018</td>
<td>333</td>
<td>75.00</td>
<td>3/15 AREA II Mtg</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-6103</td>
<td>DI</td>
<td>16080-PESTA/KENNETH</td>
<td>05/2018</td>
<td>48801 05/04/2018</td>
<td>333</td>
<td>75.00</td>
<td>4/12 S&amp;W Board Mtg</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-6103</td>
<td>DI</td>
<td>9450-WILLIAMSON/THOMAS</td>
<td>05/2018</td>
<td>48829 05/04/2018</td>
<td>333</td>
<td>75.00</td>
<td>3/15 AREA II Mtg</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-6103</td>
<td>DI</td>
<td>9450-WILLIAMSON/THOMAS</td>
<td>05/2018</td>
<td>48829 05/04/2018</td>
<td>333</td>
<td>75.00</td>
<td>4/12 S&amp;W Board Mtg</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-6331</td>
<td>DI</td>
<td>5981-KATTERHAGEN/DALE</td>
<td>05/2018</td>
<td>48776 05/04/2018</td>
<td>333</td>
<td>15.26</td>
<td>4/12 S&amp;W Board Mtg Mileage</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-6331</td>
<td>DI</td>
<td>16080-PESTA/KENNETH</td>
<td>05/2018</td>
<td>48801 05/04/2018</td>
<td>333</td>
<td>16.35</td>
<td>3/15 AREA II Mtg Mileage</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-6331</td>
<td>DI</td>
<td>16080-PESTA/KENNETH</td>
<td>05/2018</td>
<td>48801 05/04/2018</td>
<td>333</td>
<td>16.35</td>
<td>4/12 S&amp;W Board Mtg Mileage</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-6331</td>
<td>DI</td>
<td>9450-WILLIAMSON/THOMAS</td>
<td>05/2018</td>
<td>48829 05/04/2018</td>
<td>333</td>
<td>8.72</td>
<td>3/15 AREA II Mtg Mileage</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-6331</td>
<td>DI</td>
<td>9450-WILLIAMSON/THOMAS</td>
<td>05/2018</td>
<td>48829 05/04/2018</td>
<td>333</td>
<td>15.26</td>
<td>4/12 S&amp;W Board Mtg Mileage</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-6331</td>
<td>DI</td>
<td>9496-AMERICAN HERITAGE</td>
<td>05/2018</td>
<td>231903 05/29/2018</td>
<td>333</td>
<td>76.66</td>
<td>Sauk Fleet- Tree Supplies</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-6365</td>
<td>JE</td>
<td>9989-SCHUMACHER'S NURSERY &amp; BEF</td>
<td>05/2018</td>
<td>231903 05/29/2018</td>
<td>333</td>
<td>15,729.75</td>
<td>2018 Tree Sales</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-6365</td>
<td>JE</td>
<td>20240-TODD COUNTY FAIR</td>
<td>05/2018</td>
<td>231910 05/29/2018</td>
<td>333</td>
<td>70.00</td>
<td>Todd County Fair Booth Rental</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-6365</td>
<td>JE</td>
<td>9496-AMERICAN HERITAGE</td>
<td>05/2018</td>
<td>231828 05/21/2018</td>
<td>333</td>
<td>76.66</td>
<td>Sauk Fleet- Tree Supplies</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-6365</td>
<td>JE</td>
<td>9989-SCHUMACHER'S NURSERY &amp; BEF</td>
<td>05/2018</td>
<td>231903 05/29/2018</td>
<td>333</td>
<td>15,729.75</td>
<td>2018 Tree Sales</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-6365</td>
<td>JE</td>
<td>16080-PESTA/KENNETH</td>
<td>05/2018</td>
<td>10844 05/31/2018</td>
<td>901</td>
<td>755.68</td>
<td>Soil&amp;WaterWageReimb:PP#3- 8</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-6845</td>
<td>DI</td>
<td>13350-BENNING PRINTING &amp; PUBLISH</td>
<td>05/2018</td>
<td>48844 05/18/2018</td>
<td>333</td>
<td>165.00</td>
<td>Todd SWCD Resource Guide</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-6845</td>
<td>JE</td>
<td>13350-BENNING PRINTING &amp; PUBLISH</td>
<td>05/2018</td>
<td>10844 05/31/2018</td>
<td>901</td>
<td>104.26</td>
<td>Soil&amp;WaterWageReimb:PP#3- 8</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-6845</td>
<td>DI</td>
<td>13350-BENNING PRINTING &amp; PUBLISH</td>
<td>05/2018</td>
<td>48844 05/18/2018</td>
<td>333</td>
<td>165.00</td>
<td>Todd SWCD Resource Guide</td>
<td></td>
</tr>
<tr>
<td>79-603-000-0000-6845</td>
<td>JE</td>
<td>13350-BENNING PRINTING &amp; PUBLISH</td>
<td>05/2018</td>
<td>10844 05/31/2018</td>
<td>901</td>
<td>104.26</td>
<td>Soil&amp;WaterWageReimb:PP#3- 8</td>
<td></td>
</tr>
</tbody>
</table>

**Total**

| PROGRAM 000 | Total | 13,785.97 |

Copyright 2010-2017 Integrated Financial Systems
### Todd County

**ACCOUNT ACTIVITY REPORT**

From: 05/01/2018 Thru: 05/31/2018

Report Basis: 1

<table>
<thead>
<tr>
<th>Tran</th>
<th>Typ</th>
<th>Vendor</th>
<th>G/L Month</th>
<th>Receipt/ Warrant Number</th>
<th>DATE</th>
<th>Seq #</th>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>SC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROGRAM 551</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>79- 603- 551- 0000- 6845 - PROGRAM EXPENSE (FEEDLOT)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DI</td>
<td>DI</td>
<td>21090- US POSTAL SERVICE</td>
<td>05/2018</td>
<td>48823 05/04/2018</td>
<td>333</td>
<td>206.70</td>
<td>FeedlotProgram:MailingForMtg</td>
<td>1</td>
</tr>
<tr>
<td>DI</td>
<td>DI</td>
<td>9496- AMERICAN HERITAGE</td>
<td>05/2018</td>
<td>231828 05/21/2018</td>
<td>333</td>
<td>109.27</td>
<td>Days Inn Hotel- Deja</td>
<td>1</td>
</tr>
<tr>
<td>DI</td>
<td>DI</td>
<td>9496- AMERICAN HERITAGE</td>
<td>05/2018</td>
<td>231828 05/21/2018</td>
<td>333</td>
<td>4.28</td>
<td>Subway- Meal Expense</td>
<td>1</td>
</tr>
<tr>
<td>JE</td>
<td>JE</td>
<td>79- 603- 551- 0000- 6845 - PROGRAM EXPENSE (FEEDLOT)</td>
<td>05/2018</td>
<td>10844 05/31/2018</td>
<td>901</td>
<td>30,637.88</td>
<td>Soil&amp;WaterWageReimb:PP#3- 8</td>
<td>1</td>
</tr>
</tbody>
</table>

**PROGRAM 551 Total**

<table>
<thead>
<tr>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>30,958.13</td>
<td></td>
</tr>
</tbody>
</table>

**PROGRAM 563 | | | | | | | | |
| 79- 603- 563- 0000- 6845 - PROGRAM EXPENSE (LOCAL WTR MNG) | | | | | | | | |
| JE | JE | 05/2018 | 10844 05/31/2018 | 901 | 1,176.84 | Soil&WaterWageReimb:PP#3- 8 | 1 |

**PROGRAM 563 Total**

<table>
<thead>
<tr>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,176.84</td>
<td></td>
</tr>
</tbody>
</table>

**PROGRAM 564 | | | | | | | | |
| 79- 603- 564- 0000- 6845 - PROGRAM EXPENSE (WCA) | | | | | | | | |
| JE | JE | 05/2018 | 10844 05/31/2018 | 901 | 5,645.62 | Soil&WaterWageReimb:PP#3- 8 | 1 |

**PROGRAM 564 Total**

<table>
<thead>
<tr>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>5,645.62</td>
<td></td>
</tr>
</tbody>
</table>

**PROGRAM 567 | | | | | | | | |
| 79- 603- 567- 0000- 6807 - COST SHARE EXP | | | | | | | | |
| DI | DI | 11202- KLEINFEHN/STEPHEN & RANDI | 05/2018 | 231888 05/29/2018 | 333 | 240.00 | Well Sealing Project 3-18 | 10-001720C |

**PROGRAM 567 Total**

<table>
<thead>
<tr>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>240.00</td>
<td></td>
</tr>
</tbody>
</table>

**PROGRAM 576 | | | | | | | | |
| 79- 603- 576- 0000- 6849 - TECH ASSIST- FY15- 18 CWP SWAN RIVER HI | | | | | | | | |
| JE | JE | 05/2018 | 10844 05/31/2018 | 901 | 50.00 | Soil&WaterWageReimb:PP#3- 8 | 1 |

**PROGRAM 576 Total**

<table>
<thead>
<tr>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>50.00</td>
<td></td>
</tr>
</tbody>
</table>

**PROGRAM 577 | | | | | | | | |
| 79- 603- 577- 0000- 6845 - PROGRAM/ PROJECT EXP- BUFFER COMPLIAI! | | | | | | | | |
| JE | JE | 05/2018 | 10844 05/31/2018 | 901 | 78.14 | Soil&WaterWageReimb:PP#3- 8 | 1 |
| JE | JE | 05/2018 | 10844 05/31/2018 | 901 | 1,875.36 | Soil&WaterWageReimb:PP#3- 8 | 1 |
| JE | JE | 05/2018 | 10844 05/31/2018 | 901 | 781.40 | Soil&WaterWageReimb:PP#3- 8 | 1 |

**PROGRAM 577 Total**

<table>
<thead>
<tr>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,734.90</td>
<td></td>
</tr>
</tbody>
</table>

**PROGRAM 580 | | | | | | | | |
| 79- 603- 580- 0000- 6845 - PROG/ PROJ EXP- LOCAL CAPACITY SERV GR | | | | | | | | |
| JE | JE | 05/2018 | 10844 05/31/2018 | 901 | 432.07 | Soil&WaterWageReimb:PP#3- 8 | 1 |

Copyright 2010-2017 Integrated Financial Systems
**Todd County**

**ACCOUNT ACTIVITY REPORT**

From: **05/01/2018** Thru: **05/31/2018**

Report Basis: **1**

<table>
<thead>
<tr>
<th>Tran</th>
<th>SC</th>
<th>Typ</th>
<th>Vendor</th>
<th>G/L</th>
<th>Receipt/ Warrant</th>
<th>Seq #</th>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
<th>Invoice Number</th>
<th>Accr Cd</th>
<th>R1R2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>79</td>
<td>603</td>
<td>580-0000-6845</td>
<td></td>
<td>PROG/PROJ EXP- LOCAL CAPACITY SERV GR</td>
<td>05/2018</td>
<td>10844 05/31/2018 901</td>
<td>841.19</td>
<td>Soil&amp;WaterWageReimb:PP#3-8</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>79</td>
<td>603</td>
<td>580-0000-6845</td>
<td></td>
<td>PROG/PROJ EXP- LOCAL CAPACITY SERV</td>
<td>05/2018</td>
<td>10844 05/31/2018 901</td>
<td>1,468.73</td>
<td>Soil&amp;WaterWageReimb:PP#3-8</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>79</td>
<td>603</td>
<td>580-0000-6845</td>
<td></td>
<td>PROG/PROJ EXP- LOCAL CAPACITY SERV</td>
<td>05/2018</td>
<td>10844 05/31/2018 901</td>
<td>2,084.36</td>
<td>Soil&amp;WaterWageReimb:PP#3-8</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>79</td>
<td>603</td>
<td>580-0000-6845</td>
<td></td>
<td>PROG/PROJ EXP- LOCAL CAPACITY SERV</td>
<td>05/2018</td>
<td>10844 05/31/2018 901</td>
<td>996.90</td>
<td>Soil&amp;WaterWageReimb:PP#3-8</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

**Total**

**5,823.25**

**PROGRAM 580 Total**

**5,823.25**

**DEPT 603 - SOIL AND WATER CONSERVATION (FEEDLOT) Total**

**60,414.71**

**Fund 79 - TODD SOIL & WATER AGENCY FUND Total**

**60,414.71**

**74 Transactions**

**14 Accounts**

**Final Total**

**60,414.71**
## Cost Share Project Summary
### Report for June's Board Meeting

### Cost Share Funds Encumber

<table>
<thead>
<tr>
<th>Name of Project</th>
<th>Type of Project</th>
<th>Deadline Date</th>
<th>Tech Lead</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richter</td>
<td>Shoreland Planting</td>
<td>6/1/2018</td>
<td>Shannon</td>
</tr>
<tr>
<td>Johnson</td>
<td>Rain Garden</td>
<td>6/1/2018</td>
<td>Shannon</td>
</tr>
<tr>
<td>Noska</td>
<td>Buffer</td>
<td>11/1/2018</td>
<td>Lew</td>
</tr>
<tr>
<td>Brown</td>
<td>Buffer</td>
<td>11/1/2018</td>
<td>Lew</td>
</tr>
<tr>
<td>Statema</td>
<td>Buffer</td>
<td>11/1/2018</td>
<td>Lew</td>
</tr>
<tr>
<td>Bromeling/Baxter</td>
<td>Pit Closure</td>
<td>12/1/2018</td>
<td>Deja</td>
</tr>
<tr>
<td>Bakke</td>
<td>Access Control</td>
<td>12/1/2018</td>
<td>Kevin</td>
</tr>
<tr>
<td>Krebsbach</td>
<td>Tree Planting</td>
<td>12/1/2018</td>
<td>Shannon</td>
</tr>
<tr>
<td>Barftnecht</td>
<td>Tree Planting</td>
<td>12/1/2018</td>
<td>Shannon</td>
</tr>
<tr>
<td>Rinde</td>
<td>Ag Waste</td>
<td>12/1/2018</td>
<td>Deja</td>
</tr>
<tr>
<td>Wiese</td>
<td>Pit Closure</td>
<td>12/1/2018</td>
<td>Deja</td>
</tr>
<tr>
<td>Oyster</td>
<td>Pit Closure</td>
<td>12/1/2018</td>
<td>Deja</td>
</tr>
<tr>
<td>Middendorf</td>
<td>Ag Waste</td>
<td>12/1/2019</td>
<td>Deja</td>
</tr>
</tbody>
</table>

### Waiting for Estimates

<table>
<thead>
<tr>
<th>Name of Project</th>
<th>Type of Project</th>
<th>Source of C/S</th>
<th>Tech Lead</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unger</td>
<td>Shoreline</td>
<td>Riparian AID, State Cost Share, Local Capacity</td>
<td>Shannon</td>
</tr>
<tr>
<td>Pesta</td>
<td>Well Sealing</td>
<td>State Cost Share</td>
<td>All</td>
</tr>
<tr>
<td>Pesta</td>
<td>Well Sealing</td>
<td>State Cost Share</td>
<td>All</td>
</tr>
<tr>
<td>Schurmann</td>
<td>Well Sealing</td>
<td>State Cost Share</td>
<td>All</td>
</tr>
<tr>
<td>Dittberner</td>
<td>Pit Closure</td>
<td>Local Capacity</td>
<td>Deja</td>
</tr>
<tr>
<td>Overman</td>
<td>Well Sealing</td>
<td>State Cost Share</td>
<td>All</td>
</tr>
</tbody>
</table>

### Planning Stages

<table>
<thead>
<tr>
<th>Name of Project</th>
<th>Type of Project</th>
<th>Source of C/S</th>
<th>Tech Lead</th>
</tr>
</thead>
<tbody>
<tr>
<td>Larson</td>
<td>Ag Waste-Small fix</td>
<td>Performance Credit Funds</td>
<td>Deja</td>
</tr>
<tr>
<td>Schmitz</td>
<td>Access Control</td>
<td>Riparian AID, State Cost Share, Local Capacity</td>
<td>Deja</td>
</tr>
<tr>
<td>Judd</td>
<td>Ag Waste</td>
<td>MPCA 319 Lake Osakis, State Cost Share, Local Capacity</td>
<td>Deja</td>
</tr>
<tr>
<td>Stelling</td>
<td>Ag Waste</td>
<td>MPCA 319 Lake Osakis, State Cost Share, Local Capacity</td>
<td>Kevin/Deja</td>
</tr>
<tr>
<td>Drayna</td>
<td>Pipe</td>
<td>Performance Credit Funds</td>
<td>Deja</td>
</tr>
<tr>
<td>Alexander</td>
<td>Pit Closure</td>
<td>2019-MPCA Partridge River</td>
<td>Kevin/Deja</td>
</tr>
<tr>
<td>Helle</td>
<td>Pit Closure</td>
<td>2019-MPCA Partridge River</td>
<td>Kevin/Deja</td>
</tr>
</tbody>
</table>

*Well Sealing projects- may skip Planning Stages- and jump right into encumbering*
*List doesn't include all projects, only projects that are top priority and funding is available*

Last updated: May 31, 2018
This Contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and Todd Soil & Water Conservation District whose designated business address is 215 1st Ave. S, Ste 104, Long Prairie, MN 56347 ("Contractor").

Recitals

1. Under Minn. Stat. § 15.061 and 471.59, the State is empowered to engage such assistance as deemed necessary.
2. The state is in need of groundwater level monitoring of thirteen (13) observation wells located within Todd County.
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this Contract to the satisfaction of the state.

Contract

1. Term of Contract
   1.1 Effective date: July 1, 2018, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State’s Authorized Representative to begin the work.
   1.2 Expiration date: June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. State's duties
   Field measurement recording sheets will be provided by the State and are to be filled out during each site visit and submitted on-line at the time of data uploading. An invoice form for this work will also be provided by the State.

3. Contractor's duties
   Perform eight (8) field visits at equally spaced 30-day time intervals from the months of July 2018 to June 2019. BETWEEN the months of March through May 2019, ONLY TWO (2) readings need to be taken. No readings are to be done during the months of December, January and February. DO NOT PERFORM MEASUREMENTS PRIOR TO THE EXECUTION OF THE CONTRACT.

During all field visits the contractor will:
   • Measure and record the water level in the observation wells to an accuracy of one hundredth of a foot.
   • Record the time of measurement to the nearest minute always in local time, from the wells as described in Attachment A, attached and incorporated into this contract.
   • Submit measured data to Minnesota Department of Natural Resources Observation Well Database within 60 days of measurement date.
     o NOTE: Data not conforming to these instructions may be deemed invalid and not eligible for compensation.

It is the responsibility of the Contractor to use and care for all equipment provided by the State for this work in a manner that assures its continued functionality as described in this contract or the Contractor shall provide alternative equipment that would allow the completion of this work to the same specification as the State provided equipment. If the Contractor or the State ends the relationship described within this contract all equipment will be returned to the State within 30 days.

Contractor's duties are complete when measured water levels and scanned field sheets are successfully submitted on-line via the DNR observation well database. Guidance on such submission will be provided by the State.
Schedule for contractor's completion of duties. All data must be submitted as defined above, twice a year. Fall measurements must be submitted prior to December 31, and spring measurements must be submitted prior to June 30. If they are not submitted on this schedule then a notification will be sent to the contractor requesting completion. If duties are not complete by specified deadlines, payment will be withheld.

4. Time
The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is very important.

5. Consideration and payment

5.1 Consideration. The State will pay for all services performed by the Contractor under this Contract as follows:

(a) Compensation: The Contractor will be paid $30.00 for each successful on-line submittal of data, not to exceed $3,120.00. Payment will be for each authorized observation well or a single payment for a nest of wells as indicated in Attachment A.

If it is determined that additional monitoring well(s) will be required, then the cost for the additional well(s) will not exceed $720.00. The Contractor must get approval via email from the Authorized Representative prior to any additional work commencing.

(b) Travel expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Contract will not exceed $0.00; provided that the Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget which is incorporated into this Contract by reference. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this Contract will not exceed $3,840.00.

5.2 Payment.

(a) Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted to:

Tim Quan
DNR Ecological and Water Resources
325 Randolph Ave. S., Suite 500
St. Paul, MN 55102

OR electronically by email to:
Tim.Quan@state.mn.us

Invoices must be submitted timely and according to the following schedule:
Upon completion of services and no later than July 12, 2019

(b) Retainage. Under Minn. Stat. § 16C.08, subd. 5(b), no more than 90 percent of the amount due under this Contract may be paid until the final product of this Contract has been reviewed by the State’s agency head. The balance due will be paid when the State’s agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Contract.

(c) Federal funds. N/A

6. Conditions of payment
All services provided by the Contractor under this Contract must be performed to the State’s satisfaction, as determined at the sole discretion of the State’s Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.
7. Authorized Representative
The State's Authorized Representative is Greg Kruse, Supervisor Water Monitoring and Surveys Unit, 500 Lafayette Road, Box 25, St. Paul, MN, 55155-4025, 651-539-2108, or his/her successor, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this Contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is Sarah Katterhagen, Program Coordinator, at the following business address and telephone number: 215 1st Ave. S, Ste 104, Long Prairie, MN 56347 320 732-2644 or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

8. Assignment, amendments, waiver, and contract complete
8.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this Contract, or their successors in office.

8.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract, or their successors in office.

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

8.4 Contract complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

9. Indemnification
Each party will be solely responsible for its own acts and omissions and the results thereof to the extent authorized by law. The State's liability is governed by Minnesota Statutes section 3.736 and other applicable law. Liability of the County and the City is governed by Minnesota Statutes chapter 466.

10. State audits
Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Contract.

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

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

11.2 Intellectual property rights.
(a) **Intellectual property rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Contract. The “works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. “Works” includes documents. The “documents” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Contractor assigns all right, title, and interest it may have in the works and the documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest.

(b) **Obligations**

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

(2) **Representations.** The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Contractor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor’s or the State’s opinion is likely to arise, the Contractor must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

12. **Publicity and endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State’s Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

12.2 **Endorsement.** The Contractor must not claim that the State endorses its products or services.

13. **Governing law, jurisdiction, and venue**

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
14. Termination

14.1 Termination by the State. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days’ written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for insufficient funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be written or fax notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State’s receiving that notice.

15. Non-discrimination in (accordance with Minn. Stat. § 181.59)

The Contractor will comply with the provisions of Minn. Stat. § 181.59 which require:

"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."
<table>
<thead>
<tr>
<th>1. STATE ENCUMBRANCE VERIFICATION</th>
<th>2. CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.</td>
<td>The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</td>
</tr>
<tr>
<td>Signed: __________________________</td>
<td>Signed: __________________________</td>
</tr>
<tr>
<td>Date: ____________________________</td>
<td>Title: ____________________________</td>
</tr>
<tr>
<td>SWIFT PO ID: ______________________</td>
<td>Date: ____________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. STATE AGENCY</th>
<th>4. COMMISSIONER OF ADMINISTRATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>(With delegated authority)</td>
<td>As delegated to Materials Management Division</td>
</tr>
<tr>
<td>Signed: __________________________</td>
<td>Signed: __________________________</td>
</tr>
<tr>
<td>Date: ____________________________</td>
<td>Title: ____________________________</td>
</tr>
<tr>
<td>SWIFT PO ID: ______________________</td>
<td>Date: ____________________________</td>
</tr>
<tr>
<td>Title: ____________________________</td>
<td>Date: ____________________________</td>
</tr>
</tbody>
</table>
## Observation Wells to be monitored by the Todd Soil & Water Conservation District during FY2019 (July 1, 2018 through June 30, 2019)

<table>
<thead>
<tr>
<th>MDH Unique #</th>
<th>OBWELL</th>
<th>Well Location</th>
<th>Name</th>
<th>Nested Well</th>
<th>OTT Data Logger</th>
</tr>
</thead>
<tbody>
<tr>
<td>623057</td>
<td>77035</td>
<td>TN127 - R32W - S18 - BBC</td>
<td>QWTA nr Grey Eagle, R Pohlman (repl 77011)</td>
<td>Measure eight times per year, equally spaced from the months of March through October.</td>
<td></td>
</tr>
<tr>
<td>139194</td>
<td>77034</td>
<td>TN127 - R33W - S10 - DDD</td>
<td>QBA nr Grey Eagle, DNR TDD #3</td>
<td>Measure eight times per year, equally spaced from the months of March through October.</td>
<td></td>
</tr>
<tr>
<td>623095</td>
<td>77036</td>
<td>TN127 - R34W - S19 - CAD</td>
<td>QWTA nr Sauk Centre, Jennissen (Repl 77010)</td>
<td>Measure eight times per year, equally spaced from the months of March through October.</td>
<td></td>
</tr>
<tr>
<td>139195</td>
<td>77033</td>
<td>TN128 - R33W - S6 - AAA</td>
<td>QBA nr Long Prairie, DNR TDD #2</td>
<td>Measure eight times per year, equally spaced from the months of March through October.</td>
<td></td>
</tr>
<tr>
<td>783226</td>
<td>77040</td>
<td>TN130 - R33W - S9 - AC</td>
<td>QWTA nr Browerville, Sheets Lake</td>
<td>Measure eight times per year, equally spaced from the months of March through October.</td>
<td></td>
</tr>
<tr>
<td>244542</td>
<td>77015</td>
<td>TN131 - R32W - S18 - BCC</td>
<td>QWTA nr Browerville, USGS T-8</td>
<td>Measure eight times per year, equally spaced from the months of March through October.</td>
<td></td>
</tr>
<tr>
<td>244540</td>
<td>77013</td>
<td>TN131 - R34W - S25 - CBC</td>
<td>QWTA nr Clarissa, USGS T-6</td>
<td>Measure eight times per year, equally spaced from the months of March through October.</td>
<td></td>
</tr>
<tr>
<td>708373</td>
<td>77038</td>
<td>TN131 - R35W - S13 - BD</td>
<td>QWTA at Eagle Bend, Eagle Bend WT</td>
<td>Measure eight times per year, equally spaced from the months of March through October.</td>
<td></td>
</tr>
<tr>
<td>244548</td>
<td>77020</td>
<td>TN132 - R32W - S6 - CBA</td>
<td>QWTA nr Staples, USGS T-13</td>
<td>Measure eight times per year, equally spaced from the months of March through October.</td>
<td></td>
</tr>
<tr>
<td>244545</td>
<td>77018</td>
<td>TN133 - R32W - S14 - CCC</td>
<td>QWTA nr Motley, USGS T-11</td>
<td>Measure eight times per year, equally spaced from the months of March through October.</td>
<td></td>
</tr>
<tr>
<td>139197</td>
<td>77006</td>
<td>TN133 - R32W - S19 - DCC</td>
<td>QBA nr Staples, DNR TDD #1</td>
<td>Measure eight times per year, equally spaced from the months of March through October.</td>
<td></td>
</tr>
<tr>
<td>244558</td>
<td>77032</td>
<td>TN133 - R32W - S5 - ABC</td>
<td>QWTA nr Staples, USGS T-29</td>
<td>Measure eight times per year, equally spaced from the months of March through October.</td>
<td></td>
</tr>
<tr>
<td>708374</td>
<td>77039</td>
<td>TN133 - R35W - S4 - BC</td>
<td>QWTA nr Hewitt, Hewitt WT</td>
<td>Measure eight times per year, equally spaced from the months of March through October.</td>
<td></td>
</tr>
</tbody>
</table>

**Total number of wells monitored = 13**

N# in Nested Well column indicates nest of wells; same # form one nest.
JOINT POWERS AGREEMENT
BETWEEN STEARNS COUNTY SOIL AND WATER CONSERVATION DISTRICT
AND TODD SOIL AND WATER CONSERVATION DISTRICT

THIS AGREEMENT (Agreement) is made by and between the Stearns County Soil and Water Conservation District (STEARNS) and the TODD Soil and Water Conservation District (TODD)

WHEREAS, STEARNS has entered into a Joint Powers Agreement with the Minnesota Department of Agriculture (MDA) to administer the Minnesota Agricultural Water Quality Certification Program (MAWQCP) in the West Central Area 2 region, which includes TODD; and

WHEREAS, STEARNS employs a dedicated regional MAWQCP Certification Specialist(s) (STAFF) available to assist with MAWQCP certification activities in TODD County; and

WHEREAS, STEARNS and TODD have a mutual interest in certifying landowners and producers in MAWQCP (PARTICIPANTS) in order to protect and restore shared water resources; and

WHEREAS, MDA has made funds available, administered by STEARNS, to reimburse TODD for the cost of employee time spent on MAWQCP outreach, assessment, and technical assistance.

NOW THEREFORE, in consideration of the mutual agreements set forth herein the parties agree as follows:

1. Term. Notwithstanding the date of the signatures of the parties, the term of this Agreement is July 1, 2018 through December 31, 2019.

2. Services. TODD agrees to provide those services included in Exhibit 1. STEARNS agrees to provide those services included in Exhibit 2.

3. Payment. STEARNS shall reimburse TODD up to an amount set in a budget with MDA. Additional funds may be available following reallocation per Exhibit 2.

4. Independent Contractor. TODD is an independent contractor and nothing contained in this Agreement shall be construed to create the relationship of employer and employee between STEARNS and TODD. TODD shall set all terms of their own employees’ employment, including rates of pay and benefits. It is TODD’s sole obligation to comply with the applicable provisions of all federal and state tax and employment laws. TODD shall at all times be free to exercise initiative, judgment, and discretion as to how to best provide services. TODD shall have discretion as to working methods, hours, and means of operation.

5. Indemnification. Subject to exceptions and limitations provided by law including but not limited to those provided for in MN Statute, Chapter 466, TODD agrees to indemnify and save and hold STEARNS, its officers, employees (including STAFF), and agents harmless from any and all claims or causes of action arising from the performance of services performed under this Agreement. This paragraph does not bar any legal remedies TODD may have against STEARNS for its failure to fulfill its obligations under this Agreement.

6. Insurance. TODD will procure insurance necessary to cover the errors and omissions of their officers, employees or agents performing services under the terms of this Agreement. STEARNS will procure insurance necessary to cover the errors and omissions of their officers, employees (including STAFF), or agents performing services under the terms of this Agreement. Nothing in this Agreement waives provisions under Minnesota Statutes Chapter 466, Municipal Tort Claims Act, or other applicable law.

7. Compliance with Laws. The parties shall abide by all Federal, State or local laws; statutes, ordinances, rules and regulations pertaining to this Agreement and this Agreement shall be construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the County of Stearns, State of Minnesota.
8. **Records/Audits.** TODD's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by STEARNS, MDA, and either the Legislative or State Auditor. 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 Agreement. TODD agrees to maintain such evidences for a period of six (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.

9. **Data Privacy.** For purposes of this Agreement all data on individuals collected, created, received, maintained or disseminated shall be administered consistent with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as Federal laws on data privacy.

10. **Non-Discrimination.** TODD agrees that, in coordinating the hiring of all labor for the performance of any work under this Agreement, it will not, by reason of race, creed, color, sex, national origin, disability, sexual orientation, age, marital status or public assistance status, discriminate against any person who is a citizen of the United States and who qualifies and is available to perform the work to which such employment relates. TODD agrees to comply with all Federal, State, and local non-discrimination laws and ordinances, in particular the applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972.

11. **Amendments.** Any amendment to this Agreement shall be in writing and signed by the same parties who signed the original Agreement or their successors in office. An amendment must be requested in writing before the end of this Agreement.

12. **Termination.** STEARNS or TODD may terminate this Agreement at any time, with or without cause, upon 90 days' written notice to the other party. STEARNS may immediately terminate this Agreement if it does not obtain sufficient funding from MDA to cover services included in this Agreement. Termination must be by written or electronic notice to TODD. STEARNS is not obligated to pay for any services that are provided after notice and effective date of termination. However, TODD will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STEARNS will not be assessed any penalty if the agreement is terminated because of the decision of the MDA not to appropriate funds. STEARNS must provide TODD notice of the lack of funding within a reasonable time of STEARNS receiving that notice.

13. **Severability.** In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

14. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes all oral and written agreements and negotiations by the parties relating to the subject matter of this Agreement.
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below:

STEARNS COUNTY SOIL & WATER CONSERVATION DISTRICT

BY: ________________________________________________
   Chuck Uphoff, Chair, Board of Supervisors

Date: _______________________________________________

AND BY: ___________________________________________
   Secretary, Board of Supervisors

Date: _______________________________________________

TODD SOIL AND WATER CONSERVATION DISTRICT

BY: ________________________________________________
   Chair, Board of Supervisors

Date: _______________________________________________

AND BY: ___________________________________________
   Secretary, Board of Supervisors

Date: _______________________________________________
Exhibit 1: Obligations of TODD

- Allow STAFF to work directly with landowners and producers within the jurisdiction to achieve MAWQCP certification.
- Conduct outreach to target and identify future PARTICIPANTS
- Assist STAFF with certification assessments and related activities.
- Provide technical assistance to PARTICIPANTS to achieve certification.
- Track all employee hours spent on MAWQCP activities.
  - Establish an hourly rate for each employee performing work under this agreement using a valid Board of Water and Soil Resources billing rate.
  - Send itemized invoices (no more than 1 per calendar quarter) to STEARNS for reimbursement through MDA.
  - Include on the invoice: letterhead, date range covered, and disclaimer statement (“By submitting this invoice, TODD SWCD affirms that it is a full and complete record and no part has been paid previously. TODD SWCD further agrees to retain and furnish all records of staff time and expenses for auditing purposes upon request.”).
- Maintain all supporting documentation (such as timesheets and billing rate calculations) for at least six (6) years from the date payment is received from STEARNS. Make said documents available to auditors from STEARNS, MDA, or any other qualified representative of the State of Minnesota.

Exhibit 2: Obligations of STEARNS

- Provide qualified STAFF to work within TODD County on the MAWQCP program.
- With MDA, establish annual budget for the regional MAWQCP program and allocate funds between participating Soil and Water Conservation Districts, including TODD.
  - Notify TODD of the allocation and keep TODD updated on any changes.
- Promptly review and pay all valid claims for reimbursement submitted per Exhibit 1.
  - Once the budgeted amount has been spent, additional payments will be delayed pending final reallocation of funds among participating Soil and Water Conservation Districts.
- Submit all documentation to MDA as required.
JOINT POWERS AGREEMENT
BETWEEN STEARNS COUNTY SOIL AND WATER CONSERVATION DISTRICT
AND TODD SOIL AND WATER CONSERVATION DISTRICT

THIS AGREEMENT (Agreement) is made by and between the Stearns County Soil and Water Conservation District (STEARNS) and the TODD Soil and Water Conservation District (TODD)

WHEREAS, STEARNS has received grants from the National Association of Conservation Districts (NACD) and the National Fish and Wildlife Foundation (NFWF) to provide regional engineering assistance in the West Central Area 2 region, which includes TODD; and

WHEREAS, the purpose of said grants is to accelerate implementation of the Minnesota Agricultural Water Quality Certification Program (MAWQCP); and

WHEREAS, STEARNS will employ a dedicated engineer or engineer-in-training (STAFF) available to perform the work required to accelerate MAWQCP implementation; and

WHEREAS, STEARNS and TODD have a mutual interest in certifying landowners and producers in MAWQCP (PARTICIPANTS) in order to protect and restore shared water resources;

NOW THEREFORE, in consideration of the mutual agreements set forth herein the parties agree as follows:

1. **Term.** Notwithstanding the date of the signatures of the parties, the term of this Agreement is June 25, 2018 through June 30, 2021 or until all available funds have been spent.

2. **Services.** TODD agrees to provide those services included in Exhibit 1. STEARNS agrees to provide those services included in Exhibit 2.

3. **Payment.** TODD shall not be entitled to any payment under this agreement.

4. **Indemnification.** Subject to exceptions and limitations provided by law including but not limited to those provided for in MN Statute, Chapter 466, TODD agrees to indemnify and save and hold STEARNS, its officers, employees (including STAFF), and agents harmless from any and all claims or causes of action arising from the performance of services performed under this Agreement. This paragraph does not bar any legal remedies TODD may have against STEARNS for its failure to fulfill its obligations under this Agreement.

5. **Insurance.** STEARNS will procure insurance necessary to cover the errors and omissions of their officers, employees (including STAFF), or agents performing services under the terms of this Agreement. Nothing in this Agreement waives provisions under Minnesota Statutes Chapter 466, Municipal Tort Claims Act, or other applicable law.

6. **Compliance with Laws.** The parties shall abide by all Federal, State or local laws; statutes, ordinances, rules and regulations pertaining to this Agreement and this Agreement shall be construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the County of Stearns, State of Minnesota.

7. **Data Privacy.** For purposes of this Agreement all data on individuals collected, created, received, maintained or disseminated shall be administered consistent with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as Federal laws on data privacy.

8. **Non-Discrimination.** STEARNS agrees that, in coordinating the hiring of all labor for the performance of any work under this Agreement, it will not, by reason of race, creed, color, sex, national origin, disability, sexual orientation, age, marital status or public assistance status, discriminate against any person who is a citizen of the United States and who qualifies and is available to perform the work to
which such employment relates. STEARNS agrees to comply with all Federal, State, and local non-discrimination laws and ordinances, in particular the applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972.

9. **Amendments.** Any amendment to this Agreement shall be in writing and signed by the same parties who signed the original Agreement or their successors in office. An amendment must be requested in writing before the end of this Agreement.

10. **Termination.** STEARNS or TODD may terminate this Agreement at any time, with or without cause, upon 90 days’ written notice to the other party. STEARNS may terminate this Agreement immediately should funding no longer be available. STEARNS must provide TODD notice of the lack of funding within a reasonable time of STEARNS receiving that notice.

11. **Severability.** In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

12. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes all oral and written agreements and negotiations by the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below:

**STEARNS COUNTY SOIL & WATER CONSERVATION DISTRICT**

BY: ________________________________________________

Chuck Uphoff, Chair, Board of Supervisors

Date: ________________________________________________

AND BY: ________________________________________________

Secretary, Board of Supervisors

Date: ________________________________________________

**TODD SOIL AND WATER CONSERVATION DISTRICT**

BY: ________________________________________________

Chair, Board of Supervisors

Date: ________________________________________________

AND BY: ________________________________________________

Secretary, Board of Supervisors

Date: ________________________________________________
JOINT POWERS AGREEMENT
BETWEEN STEARNS COUNTY SOIL AND WATER CONSERVATION DISTRICT
AND SOIL AND WATER CONSERVATION DISTRICT

THIS AGREEMENT (Agreement) is made by and between the Stearns County Soil and Water Conservation District (STEARNS) and the TODD Soil and Water Conservation District (TODD).

WHEREAS, STEARNS has received a grant from the State of Minnesota Board of Soil and Water Resources (BWSR) and Natural Resources Conservation Service (NRCS) to provide conservation planning services within the Sauk River Watershed; and

WHEREAS, STEARNS will employ a dedicated, qualified conservation planner (STAFF) available to perform said work; and

WHEREAS, STEARNS and TODD have a mutual interest in implementing additional conservation practices throughout the Sauk River watershed to improve water quality;

NOW THEREFORE, in consideration of the mutual agreements set forth herein the parties agree as follows:

1. Term. Notwithstanding the date of the signatures of the parties, the term of this Agreement is June 25, 2018 through June 30, 2021 or until all available funds have been spent.

2. Services. TODD agrees to provide those services included in Exhibit 1. STEARNS agrees to provide those services included in Exhibit 2.

3. Payment. TODD shall not be entitled to any payment under this agreement.

4. Indemnification. Subject to exceptions and limitations provided by law including but not limited to those provided for in MN Statute, Chapter 466, TODD agrees to indemnify and save and hold STEARNS, its officers, employees (including STAFF), and agents harmless from any and all claims or causes of action arising from the performance of services performed under this Agreement. This paragraph does not bar any legal remedies TODD may have against STEARNS for its failure to fulfill its obligations under this Agreement.

5. Insurance. STEARNS will procure insurance necessary to cover the errors and omissions of their officers, employees (including STAFF), or agents performing services under the terms of this Agreement. Nothing in this Agreement waives provisions under Minnesota Statutes Chapter 466, Municipal Tort Claims Act, or other applicable law.

6. Compliance with Laws. The parties shall abide by all Federal, State or local laws; statutes, ordinances, rules and regulations pertaining to this Agreement and this Agreement shall be construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the County of Stearns, State of Minnesota.

7. Data Privacy. For purposes of this Agreement all data on individuals collected, created, received, maintained or disseminated shall be administered consistent with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as Federal laws on data privacy.

8. Non-Discrimination. STEARNS agrees that, in coordinating the hiring of all labor for the performance of any work under this Agreement, it will not, by reason of race, creed, color, sex, national origin, disability, sexual orientation, age, marital status or public assistance status, discriminate against any person who is a citizen of the United States and who qualifies and is available to perform the work to which such employment relates. STEARNS agrees to comply with all Federal, State, and local non-discrimination laws and ordinances, in particular the applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972.
9. **Amendments.** Any amendment to this Agreement shall be in writing and signed by the same parties who signed the original Agreement or their successors in office. An amendment must be requested in writing before the end of this Agreement.

10. **Termination.** STEARNS or TODD may terminate this Agreement at any time, with or without cause, upon 90 days’ written notice to the other party. STEARNS may terminate this Agreement immediately should funding no longer be available. STEARNS must provide TODD notice of the lack of funding within a reasonable time of STEARNS receiving that notice.

11. **Severability.** In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

12. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes all oral and written agreements and negotiations by the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below:

**STEARNS COUNTY SOIL & WATER CONSERVATION DISTRICT**

BY: ________________________________________________

Chuck Uphoff, Chair, Board of Supervisors

Date: ________________________________________________

AND BY: ________________________________________________

Secretary, Board of Supervisors

Date: ________________________________________________

**TODD SOIL AND WATER CONSERVATION DISTRICT**

BY: ________________________________________________

Chair, Board of Supervisors

Date: ________________________________________________

AND BY: ________________________________________________

Secretary, Board of Supervisors

Date: ________________________________________________
Exhibit 1: Obligations of TODD

- Allow STAFF to work directly with landowners and producers within TODD County for conservation planning purposes.
- Work cooperatively with STAFF to identify appropriate funding or other programs needed for PARTICIPANTS to implement conservation plans.

Exhibit 2: Obligations of STEARNS

- Provide qualified STAFF to work within TODD County under this agreement.
Exhibit 1: Obligations of TODD

- Allow STAFF to work directly with landowners and producers within the jurisdiction to plan, design, and implement structural conservation practices that need to be installed to achieve MAWQCP certification.
  - Emphasis on EQIP-eligible Agricultural Animal Waste and Erosion Control projects
- Work cooperatively with STAFF to identify and implement appropriate funding or other programs needed for PARTICIPANTS to achieve implement said practices.
  - Coordinate with NRCS for PARTICIPANT to receive EQIP funding

Exhibit 2: Obligations of STEARNS

- Provide qualified STAFF to work within TODD under this agreement.
Proposed Groundwater Protection Rule

The Minnesota Department of Agriculture (MDA) recently published the proposed Groundwater Protection Rule. The purpose of the rule is to minimize potential fertilizer sources of nitrate pollution to the state’s groundwater and protect our drinking water. This fact sheet outlines the proposed rule and the changes the MDA made as a result of public feedback. It does not present the proposed Groundwater Protection Rule in its entirety and should not be viewed as comprehensive. A copy of the proposed Groundwater Protection Rule and the Statement of Need and Reasonableness is available at www.mda.state.mn.us/nfr. The proposed rule contains two parts. Each part contains separate criteria and requirements. Depending on where you farm, you may be subject to one part of the Rule, both parts, or none at all.

Why is nitrogen fertilizer a concern?

Nitrate is one of the most common contaminants in Minnesota’s groundwater. The majority of Minnesota households have access to safe drinking water supplies. However, in areas vulnerable to groundwater contamination, some public and private wells have nitrate levels that exceed the health risk limit for nitrate. While elevated levels of nitrate in groundwater can result from several factors, a major contributor in rural Minnesota is nitrogen fertilizer that leaches past the crop root zone.

Summer 2017 Comment Period

The MDA informally published a draft of the rule in the summer of 2017 to provide an opportunity for public input. More than 1,500 people attended public meetings in Chatfield, Fairmont, Farmington, Hawley, Marshall, McIntosh, Roseau, St. Cloud, St. Paul, Wadena and Warren. Additional public meetings were held in Bemidji, Crookston, Mankato, Marshall, Rochester and St. Cloud as part of the Governor’s Water Town Hall Meetings. The MDA also received over 820 written comments on the rule and each of those comments was reviewed during the revision process.

The MDA made significant changes to the proposed rule based on the comments received on the draft rule. These include: excluding much of northern Minnesota from fall application restrictions; refining the criteria used to define areas with vulnerable groundwater; additional exceptions to fall application restrictions for specific crops; removing townships from potential part 2 regulations; and, focusing mitigation efforts on protecting public wells with high nitrate. The contents of the final proposed rule are described below.

Nitrogen Fertilizer Management Plan

The rule is based the state’s Nitrogen Fertilizer Management Plan (NFMP). The MDA uses the NFMP as the primary blueprint for preventing and minimizing impacts of nitrogen fertilizer on groundwater. The NFMP promotes the nitrogen fertilizer Best Management Practices (BMPs) developed by the University of Minnesota and was developed using a multi-stakeholder advisory committee and a public review process. It emphasizes involving local farmers and agronomists in problem-solving for local groundwater concerns when nitrate from fertilizer is a key contributor. Authority for the NFMP and rule comes from the Groundwater Protection Act, Minnesota Statute 103H.
Drinking Water Supply Management Areas (DWSMAs)

The proposed rule focuses mitigation efforts on protecting public water supply wells before they exceed the drinking water standard. A DWSMA is the surface and subsurface area surrounding a public water supply well, including the wellhead protection area. The boundaries of a DWSMA are based off of highways, section lines or other well-known boundaries.

Part 1 – Use of nitrogen fertilizer in the fall and on frozen soils will be restricted in areas with a) vulnerable groundwater and b) DWSMAs with elevated nitrate.

The application of nitrogen fertilizer in the fall or on frozen soils will be restricted on quarter-sections of land where 50% or more of the quarter-section is in an area with vulnerable groundwater, and in DWSMAs that have nitrate-nitrogen concentrations at or in excess of 5.4 mg/L. An area with vulnerable groundwater is an area where nitrate can move easily through soil and into groundwater, contaminating drinking water sources. Vulnerable areas for Part 1 of the rule are defined as areas with:

- coarse textured soils based on the United State Department of Agriculture’s Natural Resources Conservation Service (USDA NRCS) soils maps;
- shallow bedrock based on USDA NRCS soils maps; or
- karst geology based on MN DNR maps.

Part 1 Exceptions

There are several exceptions to Part 1 of the rule. Fall application of nitrogen fertilizer will be allowed:

- to establish winter grains planted in the fall;
- for fall pasture fertilization;
- for perennial crops;
- for grass seed production;
- for cultivated wild rice; and
- for growing fall cover crops within a potato rotation.

There are exclusions related to the presence of clay soils with ultra-low permeability, reduced leaching potential combined with a short spring planting season, and in counties with less than 3% of the land in row crops.

Ammoniated polyphosphate (MAP and DAP) and micronutrient formulations containing nitrogen can be applied as long as the average applied rate does not exceed 40 pounds of nitrogen per acre. Fields with low or very low phosphorus levels are exempt from this restriction.

Fall nitrogen fertilizer applications will also be allowed for agricultural research and demonstrations for academic purposes, provided the area is limited to 20 acres or less, unless a higher amount is approved by the Commissioner of Agriculture.

These restrictions will not take effect until January 1, 2020.
Part 2 – Mitigation efforts in Drinking Water Supply Management Areas (DWSMAs) with elevated levels of nitrate

Part 2 of the rule applies to DWSMAs.

This part of the rule is a combination of voluntary and regulatory efforts and is designed to work with local farmers and their agronomists to find solutions that are tailored to their specific situation. There are four levels in Part 2 of the rule. Levels 1 and 2 are voluntary, and Levels 3 and 4 are regulatory. Under Levels 3 and 4 the Commissioner of Agriculture will work with local advisory teams to consider the appropriate regulatory requirements.

DWSMAs that fall under Part 2 of this rule will be monitored and will move up or down according to changes in water quality. DWSMAs may only move up one mitigation level at a time. For example, a DWSMA will never go from Level 1 to Level 3 in a single cycle

Level One

Fields located in DWSMAs that contain 5.4 to less than 8 mg/L nitrate-nitrogen fall under Level 1. At this mitigation level the MDA will encourage the voluntary adoption of the University of Minnesota’s Best Management Practices (BMPs) for nitrogen fertilizer.

Level Two

Fields located in DWSMAs that are at or exceed 8.0 mg/L nitrate-nitrogen or have been at or exceeded that level at any point during the previous 10 years, or that are projected to exceed the drinking water standard of 10 mg/L nitrate-nitrogen in ten years, will be included in Level 2. The MDA will promote the implementation of BMPs and conduct surveys to assess the adoption rates of BMPs.

Level Three

A Level 2 site will progress to Level 3 if one of the following occurs: 1) after three growing seasons the BMPs are not adopted on 80% of the cropland acres (excluding soybean acres); or 2) after not less than three growing seasons the residual soil nitrate below the root zone increases; or 3) after not less than three growing seasons or the estimated lag time, whichever is longer, the nitrate concentrations in groundwater continue to increase.

The Commissioner of Agriculture — in consultation with a local advisory team — would then require landowners to implement best management practices, testing, and educational programs.

Level Four

If nitrate-nitrogen in the public water supply well exceeded 9 mg/L for any three samples in the previous 10 years; or after three years the residual soil nitrate below the root zone increases; or after three years or the estimated lag time, whichever is longer, the nitrate levels continue to increase, then the DWSMA would be given a Level 4 designation. The Commissioner of Agriculture — in consultation with a local advisory team — could require landowners to implement additional practices beyond best management practices. These practices would be determined on a site specific basis following guidance outlined in MN Statutes Chapter 103H.275 Subd. 2(a).

However, they may not include restrictions on the primary crop or require fertilizer rates below the low end of the University of Minnesota recommended fertilizer rate range.

Part 2 Exceptions

Progress Under Way – In areas where progress is being made, the Commissioner of Agriculture could grant a one-time exemption for each level before moving the area to the next level of regulation.
Comment on the Proposed Rule

There are two ways to participate in the rulemaking process:

2. Attend one of the five public hearings around the state and provide testimony before the Administrative Law Judge.

<table>
<thead>
<tr>
<th>Location</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Boeckman Middle School, 800 Denmark Avenue</td>
<td>Monday, July 16, 2018</td>
<td>1:00 – 6:00 PM</td>
</tr>
<tr>
<td>Farmington, MN 55024</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stewartville Civic Center, 105 First Street East</td>
<td>Wednesday, July 18, 2018</td>
<td>10:00 AM – 4:00 PM</td>
</tr>
<tr>
<td>Stewartville, MN 55976</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minnesota West Community and Technical College</td>
<td>Thursday, July 19, 2018</td>
<td>10:00 AM - 4:00 PM</td>
</tr>
<tr>
<td>1450 College Way</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Worthington, MN 56187</td>
<td></td>
<td></td>
</tr>
<tr>
<td>River’s Edge Convention Center, 10 Fourth Avenue South</td>
<td>Wednesday, July 25, 2018</td>
<td>10:00 AM - 4:00 PM</td>
</tr>
<tr>
<td>St. Cloud, MN 56301</td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Legion, 900 First Street East</td>
<td>Thursday, July 26, 2018</td>
<td>9:00 AM - 3:00 PM</td>
</tr>
<tr>
<td>Park Rapids, MN 56470</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Timeline and Next Steps

| June 2017 | Draft rule released for an informal public comment period. |
| Summer 2017 | Seventeen public listening sessions and multiple stakeholder group meetings held around the state in order to explain the draft rule, listen to concerns, and collect comments. |
| Fall 2017/Winter 2018 | MDA staff reviews comments and revises the proposed rule. |
| March 2018 | The Governor and MDA Commissioner hold a press conference to announce the framework of the proposed rule. |
| April 23, 2018 | MDA staff completes the proposed rule and the Statement of Need and Reasonableness. MDA begins outreach to stakeholders to explain the content of the proposed rule. |
| April 30, 2018 | MDA publishes the proposed Groundwater Protection Rule and Statement of Need and Reasonableness. The comment period is open for 80 days until July 31, 2018. |
| Summer 2018 | The MDA holds eight informational meetings around the state. Hearings are held at five locations throughout the state before an Administrative Law Judge. |
| Fall 2018 | Administrative Law Judge completes report, gives MDA time to respond to ALJ report. |
| December 2018 | MDA submits the final Groundwater Protection Rule to the Office of Administrative Hearings, the Office of the Revisor of Statutes, and the Governor. |
| January 2019 | Governor signs final rule. |
| January 2020 | Fall fertilizer application prohibition goes into effect. |

In accordance with the Americans with Disabilities Act, this information is available in alternative forms of communication upon request by calling 651-201-6000. TTY users can call the Minnesota Relay Service at 711 or 1-800-627-3529. The MDA is an equal opportunity employer and provider.

Date Revised: 5-24-18 • File Name: Proposed Groundwater Protection rule.indd
Locally Led Workshop

Training & Informational Sessions for SWCD and NRCS representatives to enhance the Local Working Group and associated conservation activities and programs.

Gathering local input in a collaborative manner strengthens the conservation partnership and focuses resources (state, federal, local) on shared priorities increasing chances of successfully achieving goals.

JOIN US for the 2018 Locally Led Training Workshops 9:00 am — 3:00 pm

June 26; Thief River Falls; Government Joint Use Facility, 250 125th Avenue NE

June 27; Fergus Falls; County Inn Suites/Bigwood Event Center, 925 Western Avenue

July 16; Rochester; Courtyard Marriott Rochester Mayo Clinic Area, 161 13th Avenue

July 31; Grand Rapids; Timberlake Lodge Hotel, 144 SE 17th Street

August 1; St. Cloud; Courtyard Marriott, 404 West Germain Street

August 2; Marshall; American Inn by Wyndham, 1406 East Lyon Street

SWCD and NRCS workshop attendees will:

♦ Obtain the latest information on the FY 2019 Local Working Group process

♦ Align planning expectations and clarification of federal, state and local requirements necessary to enhance the local work group process.

♦ Streamline the stakeholder input processes for One Watershed One Plan, Comprehensive Water Planning and Local Work Groups

Local Working Groups

In accordance with the Farm Bill, Local Working Groups are subcommittees of the NRCS State Technical Committee and provide recommendations to USDA on local and state natural resource priorities and criteria for conservation activities and programs. According to NRCS Program policy, it is recommended that SWCDs should convene the Local Working Group.
Locally Led Workshop Registration

Training & Informational Sessions for SWCD and NRCS representatives to enhance the Local Working Group and associated conservation activities and programs.

For additional information contact the MASWCD office at 651-690-9028.

Who should attend: SWCD Employees, SWCD Supervisors, NRCS Staff and BWSR staff

REGISTRATION FORM
(please mail to MASWCD, 255 Kellogg Blvd. East. #101, St. Paul, MN 55101)

Name___________________________________________ District____________________________________

Please circle:  □ SWCD Staff  □ SWCD Supervisor  □ NRCS Staff  □ BWSR Staff

Address________________________________________________________________________________

City___________________________________________ State_________ Zip______________________

Phone_______________________    E-mail_____________________________________________________

Please check workshop you will be attending:  9:00 am — 3:00 pm

____ June 26; Thief River Falls; Government Joint Use Facility, 250 125th Avenue NE

____ June 27; Fergus Falls; County Inn Suites/Bigwood Event Center, 925 Western Avenue

____ July 16; Rochester; Courtyard Marriot Rochester Mayo Clinic Area, 161 13th Avenue

____ July 31; Grand Rapids; Timberlake Lodge Hotel, 144 SE 17th Street

____ August 1; St. Cloud; Courtyard Marriot, 404 West Germain Street

____ August 2; Marshall; American Inn by Wyndham, 1406 East Lyon Street

Please make additional copies of this registration form as needed.

There is no registration fee, however advanced registration is required. Registration Deadline one week prior to session
May 2018 Staff Report

Tim Stieber, Division Director

Meetings, Events & Coordination
• Attended Lake Shamineau outlet meeting
• Prepared for BOC meetings with action forms presented on May 1 and May 15
• Prepared for and participated in a SWCD board meeting on May 10th.
• 1W1P meeting
• Attended WCTSA meeting to discuss budget, agreements, bylaws, etc.
• Contacted Sharon Phieffer of MN DNR about an upcoming GW workshop she is coordinating.
• Total contacts for month included 11 for SWCD and 82 for PZ = 93 total

Operations
• Completed electronic tools survey through MIS and state association.
• Processed public information request from landowner.
• Prepared a Board Action for to accept delegation of WCA from Eagle Bend to County.

Field Projects and Activities
• Transferred AIS workload to Shannon.
• Discussed cost-share projects with staff related to c/s allocation decisions.
• Worked with Deja on several livestock issues that are PZ zoning violations.
• Had GIS Dept. complete mapping for Star Lake landing.

Planning & Zoning
• Met with 4 different landowners about cases during the month.
• Buffer Team Meeting with Lew, Loren, Sarah, Tim
• Prepared final restoration order for Dhein.
• Prepared Planning commission staff reports, presented case, and follow up work.
• Prepared BOA staff reports, presented cases, and follow up work.
• Worked on five violation cases during the month.
• Prepared and submitted SSTS annual NRBG request

Staff Management
• Worked on evaluation materials with other dept. heads that will be used going forward.
• Worked on preparing for new PZ staff person to start June 4
• Developed list of work for Shannon as she came back on full time.
• Met with staff one-on-one as needed during the past month.

Signatures
• Signed vouchers for SWCD and P&Z Expenses during the month.
• Signed WCA decisions for the month prepared by Lew.
• Signed Planning and Zoning permits.
• Signed agreements for PF – FBAP position and application
• Prepared and sent a letter to SRWD supporting their application for a riparian easement program along the Sauk River.
Hello Supervisors – Since I will miss the June SWCD Board meeting I thought I should comment on some of the items on the agenda.

**PROJECTS:** There are four projects for encumbering or paying out funds on the agenda. There are others getting close to being paid out or encumbered. It is great to see projects being implemented by staff. The diversity of projects includes a raingarden, well sealing, pit closure and a feedlot fix using four different sources of fund. Sarah has really been an asset in keeping track of where we are at on these funding sources.

Staff discussed cost sharing the Steve Drayna project. Deja and Kevin have worked with WCTSA and the landowner to reduce pollution potential from that site. What is proposed is not a complete fix for the site – but it is a big improvement. We are proposing using Feedlot Performance Credit funds for this project which are a little more flexible in their application. I encourage voting to encumber the needed funds for this project.

**AGREEMENTS:** There are 3 agreements to review and sign. These were requested by Stearns SWCD. These are largely related to work we are already doing such as the MAWQCP program. Grant funds brought in by Stearns SWCD will be providing Engineering support for the MAWQCP program and planning assistance for the Sauk River Watershed area. I reviewed these and believe they are best for Todd SWCD to sign.

**BUDGET** – not critical that board takes action at the June meeting. Sarah and I have just started pulling together budget numbers. Our county budgets first drafts are completed. We do not need to finalize a SWCD budget until fall unless we are asking the county for funds greater than previously requested – which we are not doing. We have entered match amounts for feedlot, Waterplan, and WCA that are the same as last year into the county budgets.

**Proxy Voting** – this is being proposed by a few counties for WCTSA meetings to allow staff to vote in place of elected supervisors. There are pro’s and con’s to this that need discussion – this will be discussed again at the next Area II meeting so it is advised to decide which way the Supervisors want to go with this.

**IWIP** – this process is moving forward. Requests for proposals have been distributed and proposals submitted. A meeting to review a 30 minute presentation from each consulting company is being scheduled. Public input regarding what the concerns are in the watershed is open for 60 days. There will be 4 public meetings planned at which people can attend. The SWCD will help promote these meetings.
Staff Report:
Kevin Brown
5/01/2018-5/31/2018

• John Bakke:
  1. Assisted John with flagging fence posts
  2. Designed a secondary deep freeze pipeline
  3. Pre-Construction Meeting at job site with John and contractor who will be doing the pipeline

• Jason Greenwalt:
  1. Site visit with Jason to look at his cattle watering hole
  2. Lew assisted with determining whether or not it was a wetland and what he can and cannot do.
  3. Referred Jason to the Minnesota Agricultural Water Quality Certification Program

• Tree sale:
  1. Helped set up for the Tree sale
  2. Packed trees for buyers
  3. Helped clean building after Tree Sale

• Complaint Inspections:
  1. Multiple complaint issues with horses
  2. Field Application complaint where sewage was being pumped on a field. Contacted MPCA and they handled it from there

• MAWQCP:
  1. Meeting with Tim Stelling, signed Tim up for the program
  2. Handed out landowner signs and took pictures to those who have become certified in the program

• BMP Inspections:
  1. Inspected a series of sediment water control basins

• Feedlot Registrations:
  1. Wykeham, Eagle Valley, Moran, and Birchdale, and Turtle Creek Townships have been completed so far

• Education Events:
  1. Helped assist Shannon with waterfest in Melrose

• MPCA Tempo:
  1. Received tempo training

• Construction Inspection:
  1. Went to Render farms to do a construction inspection on their manure pit
Training

- None

Projects

- Current/Recently Completed Projects/Upcoming projects for approval
  - Rick Johnson, Raingarden Bass Lake

- Visited Cost Share Spot Checks
  - Fletcher, Long Prairie River
  - Brezinka, Long Lake

- Provided Technical Assistance & Potential projects for Shore Land / River Restoration / Erosion
  - Pollema, Ward Township
  - Levin, Charlotte Lake
  - Johnson, Bass Lake
  - Downs, Beauty
  - Anderson, Big Birch
  - Sauk Centre Lions Club, Fairy Lake
  - Motley Cemetery, Long Prairie River
  - Balbach, Bertha Township
  - Jacobson, Osakis
  - Kalinowski, Little Osakis
  - Diehl, Long
  - Kleinschmidt, Long Prairie

- Aquatic Invasive Species (AIS)
  - Scheduling meeting with LAMB
  - Cost Share for Control on Latimer and Big Sauk
  - Finalizing training and authorization for Level 1 Inspectors

- RIM/WRP
  - None

- Mississippi River Brainerd Watershed
  - None

- Outreach
  - Fairy Lake Lions Club article for Sauk Centre Herald
  - Middle Sauk Water Fest with Kevin
  - Battle Point Park Osakis 4th Grade Day
  - Science Museum using AR Sandbox

- Meetings
  - SWCD Staff Meetings
  - NRCS/SWCD Meeting

- Funding
  - NJPA Innovation Funding for Motley Cemetery

- Other
  - Tree Packing, Sale and Clean-up
Reporting Dates: April-May 2018

**Trainings attended:** Irrigation Tool, Integrated Erosion Tool

**WCA:**

New Applications received:
  - Reining Livestock Crossing

Notice of Decisions:
  - Mudek – Drainage Exemption
  - City of EB – Utilities Exemption
  - City of EB – Local road replacement
  - CSAH 26 Bridge – Local road replacement

Ongoing cases and Violations:

**WCA Customer outreach:**
  - 11 Site visits
  - 35 Phone calls, office visits, etc.

**SWCD:**
  - Buffer Technical Assistance (and site visits) and State Compliance Tracking
  - Tree Sale
  - Morrison County TEP and Lake Shamineau LID project
  - Feedlot Program Assistance
  - 2 cost-share pre-con meetings (windbreaks)
  - Groundwater Protection Rule Meeting
  - DNR Wells
  - SRWD Hay Buffer Assistance

**County:**
  - Front Desk Assistance
NRCS Report for 14 June 2018 Todd SWCD Board Meeting

By Russell Kleinschmidt

We have finished obligating all EQIP contracts with only one remaining to be signed. After the final contract is signed Todd County will have 11 contracts obligated on 1052.5 acres for $1,102,301.00. We continue to try and finalize a few CAP contracts for Ag Waste projects for the future. These have been very difficult to complete with changes in TSP’s and requirements for review. Field work has picked up, but with current CSP workload and contract management, office administrative duties, and similar tasks I have not been in the field. Darlene and the rest of the staff have been busy both in the field and the office.

A Continuous CRP enrollment was recently announced and FSA and Luke are busy working.

Austen Byrer, Pathways Student Intern started after Memorial Day and will be working in our office during the summer before heading back to college.

Details of the MN NRCS reorganization should be forthcoming from NRCS soon.

We continue to work through the CSP applications and will until the remaining applications are obligated in August. We started with 10 applications and for multiple reasons 6 have cancelled. If you have questions as to why please ask at the meeting, but many either didn’t have time, couldn’t find a suitable enhancement to do, or wanted to hold off for another year and maybe a better opportunity. This is unfortunate as we have spent at least 4 hours on each application at this time.

We also continue to have a lot of requests for assistance and many other tasks that are keeping us busy. We continue to be behind, but are not getting further behind in workload.
Board Meeting May Report

PF Biologist: Luke Thoma

6/4/18

CREP: a few applications in the process of being approved by BWSR right now. I have a few site visits planned for the near future to get some more applications processed. Still waiting on getting granted computer access through USDA...

CRP: I’ve been getting out and doing a lot of flagging of CRP property boundaries for planting this spring. I’ve been reviewing seed mixes as they come in and making sure they meet our current standards before approving them. There has been some land owner interest in conservation programs and I’ve been working with them to figure out what is best suited for their needs or goals. I’ve made some site visits and met with some landowners regarding potential projects on their properties. There hasn’t been a CRP enrollment open yet so there hasn’t been any new applications started but there is quite a list going for future projects once a signup does open. I have had a handful of site visits following up with landowners and making sure their CRP is still meeting contract criteria and to determine mid contract management needs.

Hayed Buffers: Got out and flagged some hayed buffer boundaries for landowners. Had some questions regarding seed mixes that I assisted with. Nice program SRWD has setup to help with some water quality protection and erosion control around the watershed.

Random: I had some on air radio time with Tim, surgery, I’ve been answering emails and phone calls as much as possible. I’ve partaken in a number of different trainings and webinars. I’ve spent a few days job shadowing other Farm Bill biologists and taking in as much information from them as I can. I’ve spent some time with Sabin picking his brain as much as possible learning about other programs and incentives I could be working with landowners on as well as what sort of partnership projects he had going on.
Austen Byrer

I am from Odon, Indiana. I am majoring in Biology at Franklin College and I will graduate in December. I have been involved with three internships through the past two years, the first internship focused on in-vitro fertilization practices and farm management. The second was at a national wildlife refuge with a focus on native species and habitat management. My current internship is with NRCS through the Pathways Program and I will be here until mid-August. My goal for this internship is to absorb as much of the basic knowledge and terminology as I can while also becoming more familiar with the requirements of each program.