TODD COUNTY SWCD BOARD MEETING AGENDA

There will be a meeting of the Todd Soil and Water Conservation District Board of Supervisors on Thursday, August 8, 2019 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
Pledge of Allegiance
Act On Approving Agenda
Call for Conflict of Interest
Secretary’s Report (July's Minutes)
Treasurer's Report (Financial) (July)
Public Introductions & Comment (when present) Introducing Adam Ossefoot- New Division Director

1 Reports
1. Commissioner's Report
2. Staff Reports
3. Pheasants Forever Report
4. NRCS Report
5. BWSR Report
6. Celebrations and Accomplishments: Lew Noska Recognition
7. Break for Board Picture

2 Decisions Needed
1. Approve encumbering FY2018 Buffer c/s for Steve & Randy Kleinfehn contract #8-18 in the amount of $216.00 for buffer planting
2. Pending item- Approve extension FY2018 Buffer cost share for John Petron, contract #9-18
3. Pending Item- Approve amendment for second extension for FY2018 Buffer cost share for CC Morgan, contract #7-BUFF
4. Pending Item- Approve payment of Riparian cost share funds for Jacob May, contract #1-19 RA, in the amount of $7,350 for Waste Facility Closure
5. Approve payment of FY2019 state cost share funds for Patrick Hegarty, contract 2-19 in the amount of $275.00
6. Review & approve accepting FY2020 &FY2021 BWSR Programs & Operations Grant in the amount of $73,298
7. Review & approve accepting FY2019 CREP Outreach & Implementation Grant in the amount of $32,500
8. Approve policy for pit closure measures to include establishment of a pond as a fundable c/s practice

3 Discussions
1. Envirofest 2019 September 19 25th Anniversary- ideas -how to make this year extra special
2. Upcoming meeting topic- review and approve Fund 79 2020 Budget
3. Upcoming Meeting Topic- Staff Mid Year Review of Goals

5 ADJOURN

55 minutes estimated

*Estimated times do not include any discussion

The next regular SWCD board meeting will be September 12, 2019 at 8:30 a.m. at the Historic Courthouse, (Prairie Conference Room), 215 1st Ave South, Long Prairie, MN 56347.

Mission Statement: Conservation, Protection, and Enhancement of Todd County’s Natural Resources
MINUTES FROM THE July 11, 2019 REGULAR BOARD MEETING

Chairman Williamson called the Thursday, July 11, 2019 meeting to order at 8:31 a.m.

The meeting was held at the Historic Courthouse, 215 1st Ave South, Long Prairie, MN 56347. Board members present were: Tom Williamson, Leland Buchholz, Kenny Pesta, and Dale Katterhagen. Dan Whitney joined for a portion of the reports portion of the meeting. Others present were: Deja Anton, SWCD District Manager, Reba Van Beusekom, Conservation Technician, Kevin Brown, Conservation Technician, Lew Noska, Conservation Technician, Luke Thoma, Pheasants Forever, Russell Kleinschmidt, NRCS, Gary Kneisl, County Commissioner, and Tim Ebnet, Nutrient Management Planner.

Introductions were made.

The Pledge of Allegiance was recited.

Williamson asked if there were any additions to the agenda. Buchholz made a motion, seconded by Katterhagen to approve the agenda for July 11, 2019 regular board meeting with the following changes: moving the first report “Refresher Presentation on Fund 79 – Limitation and Capacity” to the bottom, #8, of the report list so that Dan Whitney could be present to participate, the 1WIP Williamson report, #6, due to no updates, was replaced with Jay Backowski’s FSA Report, and a decision was added for an Alternative SWCD Representative at Planning Commission Meetings. Annual Work Plan for Review was removed off of the agenda at this time. The staff would like to work more on that. Affirmative: Williamson, Buchholz, Pesta, and Katterhagen. Motion Carried.

Williamson called for conflict of interest. No conflict of interest.

Williamson asked if there were any additions or corrections to the minutes from the June 13, 2019 regular board meeting. Pesta made a motion, seconded by Katterhagen to approve the minutes as disbursed from the June 13, 2019 regular board meeting. Affirmative: Williamson, Buchholz, Pesta, and Katterhagen. Motion Carried.

Williamson asked if there were any additions or corrections to the Treasurer’s Report from the June 13, 2019 regular board meeting. Buchholz made a motion, seconded by Pesta to approve the report as disbursed from the June 13, 2019 regular board meeting. Affirmative: Williamson, Buchholz, Pesta, and Katterhagen. Motion Carried.

REPORTS:

Commissioner Report: Jonathon Stainbrook resigned. Chris Pelzer will be the Interim County Coordinator. Next Tuesday, June 18, 2019, it will be discussed what to do and how to find a new County Coordinator. They have been working on a budget, only a 2-3% increase from previous budget – a great amount of budget cuts got the budget to where it sits today.

Staff Reports: Anton reviewed her staff report. Anton’s report included 319 Round 2 Small Watershed Focus Interview coming up, AIS projects, and answered Buchholz questions about various projects. Brown reviewed his staff report and was gone for six weeks for military. Van Beusekom reviewed her staff report. Noska reviewed his staff report.

Pheasant Forever Report: Thoma reviewed his staff report which included certifications of fields, CRP management, MN Land Trust applications, and other various items.
Katterhagen made a motion, seconded by Buchholz to approve the Local Partner’s Agreement between Todd SWCD and Pheasants Forever. Affirmative: Williamson, Buchholz, Pesta, Katterhagen and Whitney. Motion Carried.

Alternative SWCD Rep at the PC meetings was discussed about, but no decision was made- look into yearly appointments and decide who or how to go about doing that.

DISCUSSION:

Local Governance Training is September 12 & 13th in Bloomington – but same day as Board Meeting. No interest, but thankful for letting the Board know.

INFORMATIONAL:

1W1P “Index Card” Information: Discussion: really need to full support of 1W1P, Buchholz stated it could be in the new Director’s lap since it also has a large P&Z component. Both SWCD and P&Z reps are required to partake in 1W1P meetings.

Area II Meeting is October 16, 2019 – ie. Save the date. Perhaps a tour can be organized.

Pictures Needed: At the next meeting, all Board Supervisors and Staff pictures will be taken. Whitney was absent.

Additional discussion: Shirts: New SWCD logo and new staff. Figure out what staff want/need, complete it, and bring it to the Board for approval and payment.

Chairman Williamson adjourned the meeting at 11:05 a.m.

The next meeting of the Todd SWCD Board of Supervisors will be held on August 8, 2019 beginning at 8:30 a.m. at the Todd County Historic Courthouse (Prairie Conference room), Long Prairie, MN 56347.
DUE TO THE TIMING OF NEXT MONTH’S MEETING, FINANCIAL REPORTS HAVE NOT BEEN FULLY COMPLETED BY THE AUDITOR’S OFFICE. FINANCIAL STATEMENTS WILL BE PREPARED AND HANDOUTS PROVIDED AT THE BOARD MEETING.
Manager's Report for July 4- July 31, 2019

Feedlot & Farm Conservation Program:

Site Visits (11)
- Wiese - Final Pit closure and compliance inspection
- Vetsch - Construction Inspection / Training staff
- Middendorf - Construction inspection / Training staff & recorded electrical certification
- Lake Beauty Bible Camp - new feedlot inspection & registration
- Schmitz Red Angus - preliminary permit visit for updating
- Alexander - Assistance Visit / Cost Share Delivery
- Raber - Training for OLA inspection
- Rinde - Spot Check & Interview
- Stelling - Ag Water Quality Certification and Award - check on cover crops / solicit for Soil health partnership, and compliance check for MAWQCP
- MPCA-Brainerd for Gourley Case - Permitting Visit / Fact Finding & External Farm Visit to check out site conditions before hearing
- Prep for Gourley and Meullner PC cases, permitting reviews, and attendance at Planning Committee Meeting (22.5 hrs.)

Hollermann Conditional Use Request:
- Hollermann Site visit - Construction Inspection & write up / Correspondence with contractors and engineers (2 hrs.)
- Hollermann assistance to engineer & consulting firm, water testing, and general assistance (1.5 hrs.)
- Hollermann Review of Best Management installation practices (1 hr.)
- Long Lake - assistance .5 hr.

In-house Meetings (8)
Board of Animal Health, Don Myron - Farm Carcass Composting
Waltzing - Pasture Management Systems
Inspector Dirkes - Animal Humane Case

Producer/Citizen Assistance - Counter & Phone Calls until July 4 (40)

Complaints (4):
- (1) Odor - explained exemption
- (2) Dead Animals / odor - none noted upon site visit - no stench - contacted BOA
- (3) Illegal Dam across creek - referred caller to Lew WCA/DNR - substantiated - solution in-progress
- (4) Feedlot Runoff in ditch - Iron oxidation - natural process - complaint unsubstantiated

Other:
- Becker Farm Site Review and Feedlot Staff Meeting 7/19 & 7/25
- MAWQCP Program (3 hrs.) - 4 producers (Panek, Stelling, Waltzing, Salber)
- Bruce TWP assistance on feedlots - lawyers
- AgBMP loan assistance
- Feedlot Registration Reviews (4.5 hrs.)

To Meet the Public's Needs by Protecting the Land and Safeguarding the Water
SWCD Manager Duties:
Shoreland/ Riparian component:
   Site visits: (2)
   Blake Elliot- Site Assessment
   Trout Creek- Stream Condition

Customer service/Counter & phone calls (Shoreland, AIS, tree sales; general SWCD service)- 7/4: (28)

General Management:
Grants:
AIS:
   • Paid out on 3 AIS education Outreach contracts- Lake Beauty and Maple Lake
   • AIS in house Meeting with Dan Ziegler, Mound Lake (7/31)
   • Review of AIS Budget

Other:
CREP/Pheasants Forever Agreement & Farm Bill Elink Reporting & Invoicing
SRWD Osakis Grant Invoicing
WCTSA- Nutrient Management Grant Invoice
Billable rates calculations for 2019 - 1st & 2nd Half
Motley Cemetery coming in way over bid- Action Steps and grant research to find resolution
Osakis 319 Semi Annual Reporting and Long Prairie DO

Meetings:
   • NRCS/SWCD Combined Meeting 7/10
   • SWCD Board Meeting 7/11
   • Brainerd/Mississippi Meeting 3/17
   • In-House Meeting w/ Pheasants Forever & and Luke Thoma 7/23
   • 1W1P Sauk River Watershed 7/24
   • Staff Meetings 7/22, 7/29
   • In-House Meeting Loren Hatch Smith & Nolting 7/25 - engineering firm/ 1W1P consultant
   • New Leader Assimilation 7/29 & 7/30
   • Small Watershed Prep & 3 Hour Interview with BWSR & MPCA- 7/31- Round 2

Other:
BAF for Truck Purchase
Radio Show
Newsletter, Conservation Farm interview & write-up (29.5 hrs.)
Board Packet- self training
Per Request of Board Project Status Report for Feedlot & Conservation Next Page
**Project Status Report for Feedlot & Conservation Programming**

(Bold currently under construction): *(Items in Bold= new for this report)*

1. **Middendorf**- Construction has begun
2. **Kreemer**- Project Complete – Final Compliance Inspection and Permit Review due
3. **Wiese**- Completed
4. **Vetsch**- Construction started
5. **Hollermann Family Dairy, Inc.**- Construction in Process
6. **Williamson**- Pre-Construction Meeting held
7. **Motley Cemetery**- *Bids coming in too high*
8. **Villard TWP**- *Accepted a bid*
9. **Anderson**- Bid packets provided
10. **Helle**- Obtaining Bids
11. **Eischeid**- Forced in roof over if EQIP funded- 3rd Plan in Development
12. **Gray**- CNMP Completed- EQIP sign up
13. **Yoder**- Under Permit- reduced lot usage for minimal impact until fix complete- NOV in process
14. **Schmitz**- Low cost fix design- Under Permit- *Inspection scheduled/ warning letter sent*
15. **Lamm**- Waiting for nutrient management plan; survey & design in preliminary stages
16. **Lamusga**- Funded for CNMP
17. **Schmidt**- Constructing Lot 1- *Needs Follow up visit*
18. **Buderus North**- Refer to Planning & Zoning for CUP Review- no action;*Failure to meet deadlines*
19. **Bertram**- *Sold Dairy Cows- visit needed*
20. **Judd**- Preliminary design- Been Calling- No return call
21. **Julig**- CNMP Complete- Contemplating Osakis Grant Sign up
22. **Hauer**- Nutrient management plan complete- design complete- P&Z referred entered into County agreement- minimum action- construction due by 2023 per County Agreement. Request for Pit Closure funding. *Change in circumstances*
23. **Larson**- technician design complete-waiting for bids. *Contact Needed by Deja*
24. **Waltzing**- Preliminary plan in progress; interested in receiving Riparian funds c/s. *Met in Office.*
25. **Asfeld**- Roof Over Structure ranked
27. **Unger**- preliminary plan
28. **Berscheit**- Nutrient Mgt. Plan Complete- Construction slated for Spring 2020- Grant Declined
29. **Keppers**- plan complete- grant submitted- Grant Declined
30. **Johnson**- plan complete- grant submitted- Grant Declined
31. **Hollerman**- preliminary design- grant submitted Grant Declined
32. **Marcyes**- Waiting for Plan
33. **Rewitzer**- Construction slated for 2019- NOT Funded
34. **Henrich**- Construction slated for 2019- NOT funded
35. **J-V Feeders**- NMP Complete- Design Plan Complete- Elevated to EQIP consideration for 2019- Mad
36. **Sylvan Shores/ Frey**- *Bid Packets Delivered*
37. **Pat Bjornebo**- Plan in Development
38. **Friese**- Facility Assessment Needed
39. **James**- Site Visit/Facility Assessment has been scheduled
40. **Becker**- Site Visit/ Facility Assessment being scheduled 41. Score cards needed for Middendorfs (2)

To Meet the Public’s Needs by Protecting the Land and Safeguarding the Water
Reporting Dates: July 2019

**Trainings/Meetings attended:** Facilitated July WCA TEP Mtg,

**WCA:**

Notice of Applications/Delineation:
- Rach – Private Ditch Maintenance
- Bontreger – Private Ditch Maintenance
- Todd County Public Works – CSAH 11 Bridge Replacement

Notice of Decisions:
- Lopez – CD15 Maint
- Baumgartner – Private Ditch Maintenance
- Williamson Private Ditch Maintenance
- Reeck – de minimis Cattle Crossing

**Ongoing Violations/Upcoming Projects:**
- Hartford Twp. – 275th Ave Delineation
- Richard Zunker – Extension of Restoration Order sent by DNR

**Other:**
- Tiling Setback Mapping
- Contractor Responsibility for Twp culvert projects
- Ditch Surveying for Landowners
- Wetland crossing rehabilitations

**Customer outreach:**
- 13 Site visits
- 30 Phone calls, office visits, etc.
Kevin Brown
July 2019 Staff Report

Feedlot:
- Gourley File Review For CUP
- Henry Street - Inspection
- Hollermann - Storm water Project
- Holmquist – Complaint Response
- Mid-Year Review with MPCA
- Middendorf – Construction Inspection
- Jacob May – Seeding Inspection
- Johnson – Feedlot Inspection
- Orozco - Feedlot Inspection
- Arnold – Feedlot Inspection
- Hollermann – Survey
- Wiener – Feedlot Inspection
- Slabøath - Feedlot Inspection
- Swarzebruber – Site Visit
- Tempo – Entering Inspections

Conservation Planning:
- Bauer – Stream Bank Erosion Project Completed
- Bakke – Spot Check

MAWQCP:
- Stelling – Certification
Reba Van Beusekom’s Staff Report for July 1, 2019 to July 31, 2019:

- **Feedlot registrations**
  - Working on 2019’s – confirmation letters and sending to PCA

- **Other Feedlot Stuff**
  - Mid-Year Review with MPCA
  - Monthly Feedlot Sit-Down
  - Becker Farms Planning meeting
  - TEMPO work and catch-up

- **Historical documents**
  - Going through out files to link them to the current pits with the parcel

- **Site visits**
  - Construction
    - Vetsch
    - Nate Middendorf
  - Compliance
    - Alexander’s Final Pit Closure Inspection
    - Raber
    - Stephanie Arlene Austing (2 different sites)
    - Jon and Cristy Ainali
    - Paul and Amber Hellman – still needs final pit check (uncert. closure)
    - Tim Ebnet
    - Kimberly Middendorf
    - Daniel Ahrens
    - Gary Loxterkamp
    - Scott Twardowski
    - Lake Beauty
    - Schmitz Red Angus
    - Friese Farm
    - Duane Dirkes
    - Arvin Wolbeck
    - Bennie Yoder
  - Ag Water Quality
    - Stellings

- **Meetings**
  - Staff meetings
  - New Leader Assimilation Exercises

- **Trainings**
  - GPS/GNSS Survey Training

- **Other**
  - Osakis newspaper article
  - Radio Time
  - Todd County Dairy Field Day
FLAT RATE CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

<table>
<thead>
<tr>
<th>Organization</th>
<th>Contract Number</th>
<th>Other state or non-state funds?</th>
<th>Amendment</th>
<th>Canceled</th>
</tr>
</thead>
<tbody>
<tr>
<td>Todd SWCD</td>
<td>9-18</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

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

Applicant

<table>
<thead>
<tr>
<th>Land Occupier Name</th>
<th>Address</th>
<th>City/State</th>
<th>Zip code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve and Randee Kleinfeln</td>
<td>15378 County 94</td>
<td>Sauk Centre, MN</td>
<td>56378</td>
</tr>
</tbody>
</table>

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

Conservation Practice Location

<table>
<thead>
<tr>
<th>Township Name</th>
<th>Township</th>
<th>Range</th>
<th>Section</th>
<th>1/4, 1/4</th>
<th>NW, NE</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Union</td>
<td>127</td>
<td>35</td>
<td>16</td>
<td>1/4,1/4</td>
<td>NW,NE</td>
</tr>
</tbody>
</table>

Contract Information

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

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of 10 years, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the technical assistance provider.

2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier’s control, or if conservation practices are applied at the land occupier’s expense that provide equivalent protection of the soil and water resources.

3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.

4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the: **Buffer Law**

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the payments.

6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by September 30th, 2019 (date), this contract will be automatically terminated on that date.

7. Reimbursement requests must be supported by a completed voucher.

Applicant Signatures

The land occupier’s signature indicates agreement to:

1. Grant the organization’s representative(s) access to the parcel where the conservation practice will be located.

2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.

3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.

Effective July 1, 2018
4. Not accept any other state or federal funds for this practice.

<table>
<thead>
<tr>
<th>Date</th>
<th>Land Occupier</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.23.19</td>
<td>M</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Landowner, if different from applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address, if different from applicant Information:</td>
</tr>
</tbody>
</table>

Conservation Practice
The primary practice for which assistance is requested is **Buffer**

<table>
<thead>
<tr>
<th>Practice standards or eligible component(s)</th>
<th>State Buffer Requirement</th>
<th>Engineered practice</th>
<th>Total Project Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(☐ yes or ☒ no)</td>
<td>$216</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Technical Assessment and Cost Estimate</th>
</tr>
</thead>
</table>
I have the appropriate technical expertise and have reviewed the site where the above-listed practice is to be installed and find it is needed and that the estimated quantities and costs are practical and reasonable.

<table>
<thead>
<tr>
<th>Date</th>
<th>Technical Assistance Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/23/19</td>
<td>R</td>
</tr>
</tbody>
</table>

Amount Authorized for Financial Assistance
The organization board or council has authorized the following for financial assistance, total not to exceed a rate of $300/acre.

<table>
<thead>
<tr>
<th>Amount</th>
<th>Program Name</th>
<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>$216</td>
<td>Buffer Cost Share</td>
<td>18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Board Meeting Date</th>
<th>Authorized Signature</th>
<th>Total Amount Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$</td>
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</tbody>
</table>
.72 Acres of Buffer Required

The Todd County GIS & Land Services Department has made every effort to provide the most accurate and up-to-date information available in this publication and shall not be liable for any consequences of errors or omissions. The Todd County GIS & Land Services Department is not responsible for the accuracy of any information provided by others in this publication.

The Todd County GIS & Land Services Department has made every effort to provide the most accurate and up-to-date information available in this publication and shall not be liable for any consequences of errors or omissions. The Todd County GIS & Land Services Department is not responsible for the accuracy of any information provided by others in this publication.

Project: "Registered Land Surveyor"
Jacob May – Forage & Biomass Planting for Grazing; Sections 22, Hartford TWP, Todd Co., MN

Resource Concern: Type 6 & 7 Wetland that connects to Turtle Creek.

Protection: Mr. May has taken 22 tillable acres out of production and seeded it to pasture. This project will protect a hydrologically connected wetland that outlets into Turtle Creek. This project will reduce soil erosion both by storm water and wind events. Mr. May is approved by EQIP for his rotational grazing plan developed by Jeff Deschene, NRCS Grazing Specialist. Mr. May is Minnesota Ag Water Certified. He is very proactive and conservation minded. We are very proud of Mr. May’s efforts to protect water quality.

Project Components include:
- FORAGE AND BIOMASS PLANTING (CODE 512).

Reductions:
- According to BWSR it is not possible to determine reductions based on Forage and Biomass planting. It is considered an environmental improvement.

Fund Source: FY19 Riparian AID

<table>
<thead>
<tr>
<th>Component</th>
<th>Low Bid</th>
<th>Actual</th>
<th>75% PAYMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seeding</td>
<td>$1,443.00</td>
<td>$1,443.00</td>
<td>$1,082.25</td>
</tr>
<tr>
<td>34' Disk. At $20.10 an acre.</td>
<td>$442.20</td>
<td>$442.20</td>
<td>$331.65</td>
</tr>
<tr>
<td>Grass Seeding. At $19.10 an acre.</td>
<td>$420.20</td>
<td>$420.20</td>
<td>$315.15</td>
</tr>
<tr>
<td>Cover Crop Seeding. At $19.10 an acre</td>
<td>$420.20</td>
<td>$420.20</td>
<td>$315.15</td>
</tr>
<tr>
<td>General Labor. At $17.20 an hour</td>
<td>$206.40</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Total Cost TBD

Technicians: Kevin Brown, SWCD Technician
Resource Concern: Groundwater and surrounding wet meadows and shrub wetlands within 340

-Nearby soils (720B- Perched Water table @ 2-3’

Minor – Red Eye River 13059 Thomas Creek

Bacterial impairments at the 210 bridge to Leaf River

Protection: Closing of unused manure storage basin over twenty years old to ensure protection of groundwater and safety of future generations

Estimated Reductions: E. Coli reductions estimated at 604.8 cfu per day during saturated periods; up to 624.8lbs. N and 15.4 lbs. P annually contributing to groundwater condition dependent based on a pit study of pits dating back prior to 1996. The pit had several deep rooted shrubs and trees with roots into the berm.

Project Components include:

• Waste Facility Closure 360
• Obstruction removal 500
• Seeding and Mulch 484
• Nutrient Management

Total Cost of Project was $10,600 with unanticipated cost increase of $800 and 11 hrs. in-kind labor.

Increases are justified but no additional funding was found available as grant is fully expended at the cost of contractor bid- $9800

Staff recommends approving final payout of $7360.00 which equates to approximately 69% cost-share from FY2018 State Cost Share

Landowners are always surprised and happy to gain perspective on how much usable land they regain after pit closure

Technicians/Engineers Involved: Deja Anton, Todd SWCD CFO & Kevin Brown, SWCD technician
Resource Concern: Groundwater and public waters

Protection: There was an old, hand dug well, that the owners wanted to close and drill a new well. Picture below showing location of well and above-ground appearance.

MN Dept. of Health Confirmation Number: Well sealing #357868

Project Components include:

- Well decommissioning – NRCS 351

Recommended pay out and description/justification for any increases or decreases

Original contracted amount: $275

Source: FY2019 State c/s

Final invoice: $550

Staff recommends approving $225 final payout which equates to approximately 50% cost-share.

Technicians/Engineers Involved: Reba Van Beusekom
Location of the Now Sealed Well
This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Todd SWCD, 215 1st Ave S Ste 104 Long Prairie Minnesota 56347 (Grantee).

This grant is for the following Grant Programs:

- P20-5072 2020 - Conservation Delivery (Todd SWCD) $20,054
- P21-5162 2021 - Conservation Delivery (Todd SWCD) $20,054
- P20-5252 2020 - State Cost-Share Fund (Todd SWCD) $16,595
- P21-5342 2021 - State Cost-Share Fund (Todd SWCD) $16,595

Total Grant Awarded: $73,298

Recitals
1. This Grant Agreement is for the FY 2020 and 2021 Conservation Delivery and State Cost-Share grants.
2. The Laws of Minnesota 2019, 1st Special Session, Chapter 4, Article 1, Section 4(b), appropriated funds to the Board for the FY 2020 and 2021 SWCD Conservation Delivery Grants.
3. The Laws of Minnesota 2019, 1st Special Session, Chapter 4, Article 1, Section 4(d), appropriated funds to the Board for the FY 2020 and 2021 State Cost-Share Grants.
4. The Board adopted Board Order #19-28 to authorize and allocate funds for the FY 2020 and 2021 SWCD Programs & Operations Grants (Conservation Delivery and State Cost-Share).
5. The Grantee represents that it is duly qualified to receive these grants and agrees to perform all services described in this grant agreement to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative
The State's Authorized Representative is Melissa Lewis, Assistant Section Manager, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-297-4735, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee’s Authorized Representative is:

<table>
<thead>
<tr>
<th>TITLE</th>
<th>ADDRESS</th>
<th>CITY</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
</table>

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

Grant Agreement
1. Terms of the Grant Agreement.
   1.1. Effective date: The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. The State will notify the Grantee when this grant agreement has been executed. The Grantee must not begin work under this grant agreement until it is executed.
   1.2. Expiration date: December 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

2. **Grantee’s Duties.**
   The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

   2.1. **Implementation:** The Grantee will abide by, the *Erosion Control and Water Management Program Policy* for the State Cost Share Grant and the *SWCD Conservation Delivery and Capacity Grants Policy* for the Conservation Delivery Grants.

   2.2. **Reporting:** All data and information provided in a Grantee’s report shall be considered public.

      2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.

      2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.

      2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2023, or within 30 days of expenditure of all grants funds, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

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

4. **Terms of Payment.**
   4.1. All FY 2020 Grant funds will be distributed in one installment promptly after the execution of the Grant Agreement. FY 2021 grant funds will be distributed as soon as is practicable, after the start of fiscal year 2021. **FY 2021 grant funds may not be spent before they are received.**

   4.2. All costs must be incurred within the grant period.

   4.3. Any grant funds remaining unspent after the end of the expiration date stated above will be returned to the Board within one month of that date.

   4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.

   4.5. This grant is an advance payment. Advance payments allow the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**
   5.1. All services provided by the Grantee under this Grant Agreement must be performed to the State’s satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State’s Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, and regulations. All Grantees must follow the Grants Administration manual policy, procedure, guidance and the *Erosion Control and Water Management Policy for the State Cost-Share Grant* and the *SWCD Conservation Delivery and Capacity Grant Policy* for the Conservation Delivery grant. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

   5.2. Minnesota Statutes §103C.401 (2018) establishes BWSR’s obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

6. **Assignment, Amendments, and Waiver**
   6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement 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 Grant Agreement, or their successors in office.

   6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.

   6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.
7. **Liability.**
   The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. **State Audits.**
   Under Minn. Stat. § 16B.98, Subd. 8, the Grantee’s books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.
   8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. **Government Data Practices.**
   The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. **Workers' Compensation.**
    The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. **Publicity and Endorsement.**
    11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.
    11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.

12. **Governing Law, Jurisdiction, and Venue.**
    Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate State of federal court with competent jurisdiction in Ramsey County, Minnesota.

13. **Termination.**
    13.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
    13.2. The State may immediately terminate this grant contract in the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. **Data Disclosure.**
    Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.
15. **Prevailing Wage.**
   It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. **Municipal Contracting Law.**
   Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee’s financial records, including support documentation justifying a single/sole source bid, if applicable.

17. **Constitutional Compliance.**
   It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding use of Clean Water Funds to supplement traditional sources of funding.

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

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

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

**Approved:**

**Todd SWCD**

By: __________________________

(print)

__________________________

(signature)

Title: _______________________

Date: _______________________

**Board of Water and Soil Resources**

By: __________________________

(print)

__________________________

(signature)

Title: _______________________

Date: _______________________

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Todd SWCD, 215 1st Ave S Ste 104 Long Prairie Minnesota 56347 (Grantee).

This grant is for the following Grant Programs:

<table>
<thead>
<tr>
<th>Grant Program</th>
<th>CCREP Outreach and Implementation (Todd SWCD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Grant Awarded:</td>
<td>$32,500</td>
</tr>
</tbody>
</table>

Recitals

1. The Laws of Minnesota 2017, Chapter 96, Sec. 2, subd. 8(k) (ENTF) have appropriated funding for this Grants Program.
2. The Board is authorized to enter into agreements with soil and water conservation districts pursuant to Minn. Stat. § 103C.401, subd. 1 & 2.
3. Board Resolution #17-67 authorizes staff to allocate these CREP Outreach and Implementation Program funds.
4. The Grantee has submitted a BWSR approved proposal for this Program which is incorporated into this Agreement.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs and expend the required local match.

Authorized Representative

The State's Authorized Representative is Tabor Hoek, BWSR Private Lands Specialist, 1400 East Lyon Street, Marshall, MN 56258, (507) 537-7260, or his successor. The State's Authorized Representative has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

<table>
<thead>
<tr>
<th>TITLE</th>
<th>Deja C. Anton-District Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS</td>
<td>215 1st Ave S, Suite 104</td>
</tr>
<tr>
<td>CITY</td>
<td>Long Prairie, MN 56347</td>
</tr>
<tr>
<td>TELEPHONE NUMBER</td>
<td>320-732-2664</td>
</tr>
</tbody>
</table>

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

Grant Agreement

1. Term of Grant Agreement.
   1.1. Effective date: The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd.5. The State’s Authorized Representative will notify the Grantee when this grant agreement has been executed. Expenses incurred prior to grant execution are allowable retroactive to July 1, 2019.
   1.2. Expiration date: June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

2. **Grantee’s Duties.**

2.1. The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

2.2. Use this funding to employ or contract professional staff to provide technical and administrative assistance for local implementation of the MN CREP Outreach and Implementation Program. Person(s) employed in whole or in part with this funding will be employees solely of the SWCD and are not employees, contractors, or agents of the Board.

2.3. If applicable, provide employee benefits and employment needs including but not limited to annual and sick leave, health insurance, related administration, other prudent insurance, office supplies, postage and printing, transportation, office space, telephone, and training.

2.4. Provide management and supervision of the employee(s). The SWCD will be responsible for the work performed by the employee.

2.5. Development of an approved annual work plan containing goals and priorities for the position.

2.6. Provide a monthly progress report of the work accomplished by or in cooperation with the employee in a format specified by the Board. The Board will have no obligation to inspect or determine the adequacy of any work done pursuant to this Agreement, but reserves the authority to conduct periodic quality assurance reviews of any work done pursuant to this Agreement.

2.7. Provide to the Board an annual financial report in a format designated by the Board, which reflects the use of funds provided under this Agreement.

2.8. Participate in six-month performance review as requested by Board.

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

4. **Terms of Payment.**

4.1. Payments from this grant will be on a reimbursement basis and will occur every quarter (3 months). The SWCD is required to submit a progress report at the end of each month. These reports will be summarized and processed for payment on a form provided by the Board.

4.2. Any grant funds remaining unspent after the end of the expiration date stated above will be returned to the Board within one month of that date.

4.3. The obligation of the State under this grant agreement will not exceed the amount stated above.

5. **Conditions of Payment.**

5.1. All services provided by the Grantee under this grant agreement must be performed to the State’s satisfaction, as set forth in this agreement and in the BWSR approved workplan for this program. Compliance will be 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. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

5.2. The Minnesota Department of Administration’s Office of Grants Management Policy On Grant Closeout Evaluation (Policy 08 – 13) requires the Board to consider a grant applicant’s past performance before awarding subsequent grants to them. The Board must consider a grant applicant’s performance on prior grants before making a new grant award of over $5,000. The Board may withhold payment on this and grants from other programs if the Grantee is not in compliance with all Board reporting requirements.

5.3. Minnesota Statutes §103C.401 (2014) establishes BWSR’s obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds, or an additional penalty. Penalties can be assessed at a rate up to 150% of the grant agreement.

6. **Assignment, Amendments, and Waiver.**

6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement 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 Grant Agreement, or their successors in office.

6.2. **Amendments.** Any amendment to this Grant Agreement 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 Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.
6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney’s fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee’s agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State’s failure to fulfill its obligations under this Grant Agreement.

8. **State Audits.**
   8.1. Under Minn. Stat. § 16B.98, subd. 8, the Grantee’s books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.
   8.2. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board’s designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.
   8.3. The Grantee or designated local unit of government implementing this Agreement will provide for an audit that meets the standards of the Office of State Auditor. The audit must cover the duration of the Agreement Period and be performed within one year after the end of the Agreement Period or when routinely audited, whichever occurs first. Copies of the audit report must be provided to the Board if requested.

9. **Government Data Practices.**
   9.1. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.
   9.2. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State.

10. **Workers’ Compensation.** The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers’ compensation insurance coverage. The Grantee’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State’s obligation or responsibility.

11. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. **Termination.**
   12.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days’ written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
   12.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

13. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

14. **Prevailing Wage.** It is the responsibility of the Grantee or contractor to pay prevailing wages on construction projects to which State prevailing wage laws apply (Minn. Stat. 177.42 – 177.44). All laborers and mechanics employed by grant
recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality.

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

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

Approved:

Todd SWCD

By: Deja C. Anton

(print)

(signature)

Title: Todd SWCD District Mgr.

Date: 7/24/19

Board of Water and Soil Resources

By: ________________________________

Title: ________________________________

Date: ________________________________
A Resolution to Include Creation of a Pond as a Cost Share Practice for Waste Facility Closures

WHEREAS, Todd SWCD supports the closing of outdated manure pits (Waste Facility Closure) as a cost share fundable conservation practice to assist producers with expenses incurred while closing a pit,

WHEREAS, approved pit closure practices have been limited in the past to the “standard procedure” of removal and land application of manure, full excavation of contaminated soils, and backfill,

WHEREAS, the cost of traditional pit closure through full excavation and backfill has increased by 25% or more in the last decade with the transport of fill being the largest common expenditure,

WHEREAS, Minnesota Pollution Control Agency (MPCA) lists creation of a pond as an acceptable alternative closure method,

WHEREAS, the Board of Water and Soil Resources (BWSR) permits cost-share for practices following Natural Resource Conservation Service (NRCS) codes and standards,

WHEREAS, there exists NRCS Conservation Code 360 Waste Facility Closure and Code 378: Pond supporting the creation of a pond from an excavated pit

WHEREAS, Todd SWCD has outlined specific criteria in the attached description for applying this cost share practice

BE IT THEREFORE RESOLVED that the Todd County SWCD Board accepts the creation of a POND as an acceptable alternative cost-shareable practice for pit closure to the “standard procedure” described above where applicable.

BE IT FURTHER RESOLVED that the Todd SWCD Board recommends a cost-share percentage up to 75% of the total cost for installing a Pond practice, not to exceed $15,000- to be reviewed and modified as needed in the event of inflation.

Signature of Todd SWCD Chair

Date

Conservation, Protection, and Enhancement of Todd County’s Natural Resources
Proposed additional criteria for creation of pond/wetland as a form of Waste Facility Closure

- Applies to an excavated pond only- no embankments- more restrictive than code.
- All manure and contaminated soils must be removed and land applied at agronomic rates.
- Location of pit must indicate groundwater supply based on soils and water tables using Web Soil Survey or USGS Soil Survey. Minimal surface water contribution to pond. In the event of overflow, no danger to personal property, threat to human safety or water quality should exist. More restrictive than code.
- Pond edges must be no steeper than a 3:1 slope at completion and require seeding/ revegetation.
- Have a minimum area of 8’x8’x 4’ per NRCS 378- Excavated Pond fed by groundwater.
- Reserve topsoil to spread over shaped areas for planting of erosion control seeding, mulch, and stormwater controls.
- Seed and vegetation selection must be suitable and common to local site conditions referencing MN Agronomy Tech. Note #31 and planted in season with appropriate growing conditions (temp., time of year, etc.)
- Required stormwater/sediment BMP’s must be installed and kept in place until vegetation is fully established.
- Landowner must agree keep the pond in place throughout ownership or a minimum of 10 years whichever is longer; disclosure of contract is necessary in the event of a real estate transaction.

Proposed Fundable practices:
- Removal of contaminants/land application Code 360- Waste facility Closure
- Obstruction removal Code- 500
- Reshaping of sides to no steeper than 4:1 slope Code- 378 Pond- More restrictive than code
- Critical Area Planting (Code- 342) and reseeding of soil appropriate grasses, sedges, woody shrubs, and forbs Riparian Herbaceous Cover Code- 390
- Mulch & disc or other anchor activity Code- 484
- Stormwater BMP’s Code- 570

Proposed non-fundable activities:
- Fill and liners
- Decorative landscaping, fencings & planting not common to the landscape
- Inlets and outlets- if necessary to maintain pond function, the pond creation will not be funded

Recommendation:

75% funding available for pond creation as a form of Waste Facility Closure not to exceed $15,000.