215 1st Avenue South, Suite 104

Long Prairie, MN 56347



Presenter



Todd County Soil and Water Conservation District Board of Supervisors Agenda

The Todd SWCD Board of Supervisors will be holding a meeting of SWCD Board of Supervisors Thursday, July 11, 2024 beginning at 8:30 am in person at **The Historic Courthouse at 215 1st Ave S, Long Prairie, MN**

Agenda Item#

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1. Routine Business		
1.1. Call to Order	Chairperson	
1.2. Pledge of Allegiance	Chairperson	
1.3. Call for Introductions	Chairperson	
1.4. Act on Approving the Agenda	Chairperson	
1.5. Act on Approving Minutes from June 13, 2024 Board Meeting	Secretary	
1.6. Act on Approving Program Summary Report—June 2024	Treasurer	
1.7. Call for Conflict of Interest	Chairperson	
2. Reports		
2.1. Commissioners' Report	Neumann/Becker	5 min
2.2. Director Update	Ossefoort	5 min
2.3. SWCD Manager Report and staff updates	Anton	5 min
2.4. Staff Visual Report	S. Katterhagen	5 min
2.5. NRCS Report	Thoma	5 min
2.6. 1W1P – Sauk	Williamson	2 min
2.7. 1W1P – Red Eye	Wendel	2 min
2.8. 1W1P – Long Prairie	Katterhagen	2 min
2.9. 1W1P - Crow Wing- Policy meeting- Wayne- July 24- Sourcewell at 9:30	Wendel	2 min
2.10. 1W1P – Mississippi-Brainerd	Buchholz	2 min
2.11. BWSR Report	Mayers 1	10 min
2. 12. Celebration; Comment by Chair: Lee Buchholz	·	
•		

3. Decisions needed for encumbering cost share funds

- **3.1.** FY23 LP LCCMR cost-share request from A.Rothstein, C# 2024.07.11-3.1, in the amount of \$1200 for a Forest Stewardship Plan. *Long Prairie Watershed*. Total plan cost= \$1600 Anton 2 min
- **3.2.** FY24 Riparian Aid cost-share request from the Osakis Country Club, C# 2024.07.11-3.2, In the amount of \$6000 for a Wetland Restoration. *Sauk River Watershed*. Christiansen 2 min
- **3.3.** TENTATIVE: FY23 LP LCCMR cost-share request from Todd Gonsier, C# 2024.07.11-3.3 In the amount of TBD for a Forest Stewardship Plan. *Long Prairie Watershed*. Anton 2 min
- **3.4.** TENTATIVE: FY23 LP LCCMR cost-share request from Joan Gonsier, C# 2024.07.11-3.4 in the amount of TBD for a Forest Stewardship Plan. *Long Prairie Watershed*. Anton 2 min
- **3.5.** FY24 M_B WBIF cost-share request from Big Swan Lake, C# 2024.07.11-3.5, in the amount of \$18,536.25, for a lake feasibility study. Mississippi- Brainerd Watershed. Total plan cost = \$24,715.

 Anton 2 min

- 3.6 FY23 Red Eye LCCMR cost-share request from Dr. Myron Kaminsky (#3), C#2024.07.11-3.6, in the amount of \$1200, for a Forest Management Plan in the Red Eye Watershed. Total Plan cost = \$1600

 Anton 2 min
- 3.7 TENTATIVE: FY24 Mississippi-Brainerd WBIF cost-share request from Randolph and
 Anne Brown, C # 2024.07.11 3.7, in the amount of TBD for a Forest Management Plan. Ebnet 2 min
- 4. Decision needed for payment requests for cost share funds
- **4.1.** Contract# 2024.05.09-3.12: Request for cost-share payment in the amount of \$750 from FY23 LP LCCMR for completion of a forest management plan for Kaminsky (#2). Total cost of project is \$1000. *Long Prairie Watershed*.

 Anton 2 min
- **4.2.** Contract #T-LP WBIF 23-05: Payment request of FY23 Long Prairie WBIF cost share funds from Mark and Jodi Miksche, in the amount of \$1,022.50 for a well sealing project located in the Long Prairie River Watershed.

 S.Katter 2 min
- **4.3.** FY24 Riparian Aid cost-share payment request from Helle, C# 2024.06.13-3.2, in the amount of \$3,750 for a repair on a cattle crossing project located in the Partridge River Watershed. Total cost of repairs was \$5000 Christiansen 2 min
- **4.4.** FY23 Soil Health Grant/FY23 State C/S payment request from Cebulla, C#20240411-3.3, in the amount of \$3,471.30 (\$1,204.94 from FY23 Soil Health & \$2,266.36 from FY23 State C/S) for no-till planting in the Long Prairie Watershed. Total project cost = \$4,628.40.

Ebnet 2 min

- **4.5.** FY22 Riparian Aid cost-share payment request from Gabrelcik, C# 11-0030300, in the amount of \$209.68 for shrub establishment in the Sauk River Watershed. Actual Cost= \$279.57. Christiansen 2 min
- **4.6.** FY23 & FY24 Riparian Aid cost share payment request from Benson, C# 2024.01.11-3.11, in the amount \$9,633.57 (\$9345 from FY23 & \$291.57 from FY24) for a shoreline buffer planting in the Sauk River Watershed. Total Project cost came to \$12,844.76. Votruba 2 min
- **4.7** FY23 Riparian Aid Cost-share payment request from Rapatz,,C# 2024.01.11-3-10, in the amount of \$10,336.50 for a native buffer planting in the Mississippi Brainerd Watershed.

 Total cost of project = 13,782.00.

 Votruba 2 min
- **4.8** FY24 Riparian Aid Cost-share payment request from Jones, C# 2024.05.01-3.4, in the amount of \$675 for a shoreline repair in the M_B Watershed. Total cost =\$ 900 Votruba 2 min

5. Decisions needed for operations

5.1. Review and approve West Central Technical Service Area Contract for Technical and Engineering Services for the Nutrient Management Planning position. The agreement is effective from July 1, 2024-June 30, 2024

Anton 5 min

- **5.2.** Approve 2024 West Central MASWCD AREA 2 Annual Dues in the amount of \$450 Anton 2 min
- **5.3.** Approve Board Chair signing County annual agreement with PF with the understanding that Todd SWCD will provide match dollars in lieu of the County.

 Ossefoort/Anton 2 min
- **5.4.** Approve the FY25 WBIF Long Prairie Fiscal Agreement.

Todd County

SOIL AND WATER CONSERVATION DISTRICT

215 1st Avenue South, Suite 104 Long Prairie, MN 56347

Phone: 320-732-2644 Fax: 320-732-4803

5.5. Tentative: Approve 2025 Ob well agreement

Anton 2 min

6. Discussion items

6.1. 2025 financial budget and 2025 planning budget

Anton 10 min

6.2. Soil Health Position Update

7. Informational

- 7.1. Breakfast on the Farm –July 13, 2024
- **7.2.** Enviro Fest September 19, 2024
- 7.3. MASWCD Annual Convention at DoubleTree Bloomington December 2-4, 2024
- **7.4.** Todd SWCD will return unspent funds from the Cebulla project in the amount of \$233.64 to the FY23 State Cost Share funding pool.
- **7.5.** Todd SWCD will return unspent funds from the Gabrilsik project in the amount of \$86.01 to FY22 Riparian Aid.
- **7.6.** Todd SWCD will return unspent funds from the Benson project in the amount of \$683.43 to FY24 Riparian Aid.
- 7.7. Project Status Report

The next scheduled meeting for the Todd SWCD Board of Supervisors will be <u>Thursday</u>, <u>August 8, 2024</u> at 8:30 a.m. at the Historic Courthouse at 215 1st Ave S, Long Prairie, MN.

215 1st Avenue South, Suite 104 Long Prairie, MN 56347

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July 3, 2024

Dear Supervisors, Commissioners, Staff, and Partners,

My goal was to get this out to you before the Fourth. For the hard copy receivers, I sure hope the holiday and postal service treats us well, and this arrives by Monday at the latest.

Please note the financial summary report is not in the packet. It is too early into the month. With the short workweek, Todd SWCD has yet to receive the reports from the Treasures Office at the time of this mailing.

In addition, I am currently working up the Fund 79 budget for 2025. We have our first Finance Committee meeting with the County on July 10. Supervisors Barb James and Dale Katterhagen will attend. I will have the preliminary DRAFT budget ready to present to the whole SWCD Board on Thursday, July 11.

Thank you to the Liaison Committee (Supervisors Lee Buchholz and Wayne Wendel, and Commissioners Barb Becker and Randy Neumann), and to Luke Thoma, NRCS, for sitting through interviews for the Soil Health Position today.

In closing, I wish you a happy and safe Fourth of July! To me, in all my years of living, Todd County is the epiphany of what it means to be American: family and community oriented, hardworking, honest, God loving-rural citizens with integrity and respect for the people, the soil and the water from which all thrives. I am grateful to be a part of it all.

See you next week.

Respectfully,

Todd SWCD District Manager

Long Prairie, MN 56347 Phone: 320-732-2644 Fax: 320-732-4803

Minutes from the June 13, 2024 Regular Board Meeting

Chairperson Buchholz called the Thursday, June 13, 2024 meeting to order at 8:30 a.m.

The meeting was held in person at the Historic Courthouse at 215 1st Ave S, Long Prairie, MN 56347.

The Pledge of Allegiance was recited.

Call for Introductions.

Board members present in person were: Leland Buchholz, Wayne Wendel, Dale Katterhagen, Barb James and Tom Williamson.

Others present in person were: Adam Ossefoort, Division Director, Sarah Katterhagen, Program Coordinator, Josh Votruba, Conservation Technician, Kasen Christiansen, Conservation Technician, Luke Thoma, NRCS, Barb Becker, Todd County Commissioner, and Randy Neumann, Todd County Commissioner.

Online: Deja Anton, District Manager.

Buchholz asked if there were any additions or corrections to the agenda. Wendel made a motion, seconded by Williamson to accept the revised agenda for the regular June 13, 2024 meeting.

- 2.11 Add- AREA II meeting update.
- 2.12 Add- WCTSA meeting update.
- 3.2 Add- Contract #2024.06.13-3.2, encumbering request for Helle for cost share funds in the amount \$3,750 for cattle crossing project.
- 4.4 Remove Contract #2024.05.03-3.12, payment request from Kaminsky in the amount \$750 for Forest Stewardship Plan.

Affirmative: Buchholz, Wendel, Katterhagen, James and Williamson. Motion Carried.

Williamson made a motion, seconded by James to approve minutes as disbursed from the May 9, 2024 board meeting. Affirmative: Buchholz, Wendel, Katterhagen, James and Williamson. Motion Carried.

Buchholz asked the board to review May's 2024 Treasurer's Report. James made a motion, seconded by Williamson to accept May's 2024 Treasurer's Report with receipts totaling \$22,902.12 and disbursements totaling \$50,247.87. Affirmative: Buchholz, Wendel, Katterhagen, James and Williamson. Motion Carried.

Buchholz called for conflict of interest. No conflict of interest reported.

Reports:

Commissioner's Report: Commissioner Becker reported the Historic Courthouse wall project is scheduled to start in July and the Solid Waste project is in the middle of construction. County will start reviewing budgets

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soon. Also, the County will have to develop a cannabis ordinance, and also there is a proposal of a new childcare bill, that will put on more restrictions on daycares.

Commissioner Neumann reported he received a report of a dead calf in Miller's Bay, and that needs to be addressed.

Director Update: Ossefoort reported he met with Big Swan Lake regarding a grant application proposal. The Planning Commission requests have been standard requests and for this month there has been no applications for the Board of Adjustment. The Feedlot Ordinance changes were approved by the County Commissioners. Ossefoort reported he will start working on the Cannabis Ordinance, and there should be a template coming from the State soon.

Anton joined the meeting at 8:40 a.m.

SWCD Manger's Report: See PowerPoint presentation. The presentation includes highlights from Trek through Todd County. Supervisors requested to receive a copy of the PowerPoint, which was mailed out following the meeting.

Staff Reports: Ossefoort reported Pratt has been attending trainings and has taken on the lead role for setting up things in the tree barn.

Ossefoort reported Ebnet has been working with landowners are their Ag Water Certification and working on Nutrient Management Plans.

Ossefoort reported Votruba assisted with packing trees during tree week and completed two WCA Notice of Decisions.

Ossefoort reported Christiansen has been working with Fish and Wildlife on Wetland Restoration projects, working with landowners to resolve their WCA violations, working with landowners on cleaning ditches and also did a mailing for the LCCMR grant.

Ossefoort reported S. Katterhagen sent out the Save the Dates for Enviro Fest to the schools, assisted during tree week and processing grant applications for income-based landowners for the septic grant program.

NRCS Report: Thoma reported two additional ag waste projects were approved in Todd County. Thomas handed out information regarding the Local Work Meeting and if Supervisors have any comments they are due back to Thoma or Anton. Verbally the board expressed concerns with the poplar fields, solar gardens and want to make sure prime farmland is protected.

1W1P SRWD Report: Williamson reported Sauk River Round #2 funding was approved by BWSR. The partnership is working together to develop a tracking tool for projects located in the Sauk River Watershed.

1W1P Red Eye Report: No report.

1W1P Long Prairie Report: No report.



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1W1P Crow Wing Report: Wendel reported there will be a meeting in July to review plan and there will be public hearing will be coming up for the plan.

1W1P Mississippi Brainerd Report: No Report.

BWSR Report: No BWSR report.

West Central Technical Service Area Report: Williamson reported things have been good for West Central Technical Services Engineers.

AREA II Meeting Report: Buchholz reported the Soil Health funds are available for District's to submitted their requests. Buchholz recommended following up with Jared House from BWSR on when the grant agreements will be executed.

Decisions Needed for Projects:

James made a motion, seconded by Williamson to approve encumbering FY24 Riparian cost share funds for Gabriel and Barbara Gieske, C#2024.06.13-3.1, in the amount of \$4,000 for a wetland restoration project located in the Sauk River Watershed. Affirmative: Buchholz, Wendel, Katterhagen, James and Williamson. Motion Carried.

Katterhagen made a motion, seconded by Williamson to approve encumbering FY24 Riparian cost share funds for Michael Helle, C#2024.06.13-3.2 in the amount of \$3,750 for a repair to cattle crossing project located in the Crow Wing Watershed. Affirmative: Buchholz, Wendel, Katterhagen, James and Williamson. Motion Carried.

Decisions Needed for Payment

Payment request from Myron Kaminsky was removed, as payment request form was not received from the landowner in order to review the payment request.

Decisions Needed for Operations:

James made a motion seconded by Katterhagen to approve letter of support for the third round of the Camp Ripley Sentinel Landscape RCPP Grant that included match fund.

Discussion: The match amount from Todd SWCD will be \$1,000.

Affirmative: Buchholz, Wendel, Katterhagen, James and Williamson. Motion Carried.

Katterhagen made a motion, seconded by James to approve letter of support for Kanati Land Management applying for HELP grant application through BWSR wildlife habitat enhancement.

Discussion: No financial support from Todd SWCD is required.

Affirmative: Buchholz, Wendel, Katterhagen, James and Williamson. Motion Carried.



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Wendel made a motion, seconded by James to approve the revised cost-share policy to now cost-share all projects including the sealing of wells, establishment of shelterbelts, habitat projects and fuel containment projects at 75%.

Discussion: All requests for cost-share are approved or denied at the discretion of the SWCD Board based on relevance to the Board's mission statement. Affirmative: Buchholz, Wendel, Katterhagen, James and Williamson. Motion Carried.

James made a motion, seconded by Katterhagen to approve revised policy for establishing cost-share contract protocols and rates for Forest Stewardship Plans assigning a contracted project life span of 10 years with a spot check allowance based on SWCD workload and capacity. Affirmative: Buchholz, Wendel, Katterhagen, James and Williamson. Motion Carried.

Katterhagen made a motion, seconded by Williamson to approve a resolution establishing procedures for records retention. Affirmative: Buchholz, Wendel, Katterhagen, James and Williamson. Motion Carried.

James made a motion, seconded by Katterhagen to approve the updated Cover Crop Policy with current SWCD formatting and 2024 revisions. Affirmative: Buchholz, Wendel, Katterhagen, James and Williamson. Motion Carried.

Williamson made a motion, seconded by James to accept changes to the now combined and revised Tennessen Warning and Quality Assurance forms. Affirmative: Buchholz, Wendel, Katterhagen, James and Williamson. Motion Carried.

Votruba and Christiansen left the meeting at 9:30 a.m.

Discussion:

Katterhagen made a motion, seconded by James to approve Supervisors attending the Governance 101 Training on July 16-17, 2024.

Discussion: Supervisors will inform the office is they decide to attend.

Affirmative: Buchholz, Wendel, Katterhagen, James and Williamson. Motion Carried.

The Board of Supervisors reviewed the draft agreement between Todd County and Pheasants Forever, INC. This position is neither a County or SWCD employee. The contract is a request for continued support from the County for the Farm Biologist position. This position was vacated when Luke Thoma took a position with NRCS and needs to be filled. It was learned in the Commissioner Work Session that this position has zero involvement in the purchase or resale of farmland. This is a technical project and practices position much needed in Todd County and the Central Minnesota region to establish native buffers and plantings, pollinators, CRP and grazing habitat on marginal lands per request of Todd County landowners. This position is a huge support to the local NRCS office. Though the contract is with Todd County and undersigned by Adam Ossefoort, the monies will come from the Todd SWCD budget (County Allocation) similar to prior years. Additional match will be sought from local organizations. The contract has undergone extensive review, with lawful language modifications, by the County Attorney to reach the best interest of the County. Commissioner Becker and Neumann wanted this information brought to the SWCD Board prior to the June 18, 2024 Commissioners Board Meeting.



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Katterhagen submitted a draft article for the newspapers to the office about the recent Local Work Group Tour.

Todd SWCD will have having free nitrate clinic during specific hours on June 27, 28, 29 at the Todd County Fair. See advertisement for specific times.

Todd SWCD will be participating at the Breakfast Farm event at Dale and Marie Katterhagen's farm on July 13, 2024. Staff are working on coming up with an activity for the visitors to participate in.

Anton mentioned that Ossefoort created a brochure about living in rural Todd County. Ossefoort will provide copies for the board to review and to provide input.

The Annual Enviro Fest will be Thursday, September 19, 2024 at Dale and Marie Katterhagen farm. Supervisor Katterhagen will be attending a Long Prairie Lions Club meeting to ask for a donation for the event. S. Katterhagen noted the rest of the donation requests will go out after 4th of July.

The annual MASWCD Annual Convention will be at the DoubleTree Bloomington – December 2-4, 2024.

The grant work plan for Soil Health grant was approved. The Soil Health position is now being advertised and the SWCD will also do their own advertisement. Anton requested the board's help with spreading the word about the open position.

A Legislative update was in the board folders.

The Farm Bill NACD letter was in the board folders.

Chairperson Buchholz adjourned the meeting at 9:40 a.m.

Sarah Katterhagen, Minute Prepare	Date
Deja Anton, SWCD District Manager	Date
Dale Katterhagen, Secretary	Date

Congratulations Commissioners are well 803 attended and high quality fair!

District Manager Highlights ONLY-July 11, 2024

- o Soil Health Interviews
- Will be working with the County Waste Mgmt. on installing a pollinator plot at the dump. Kasen assigned to this.
- o Met with J. Varner in Motley to start work on the feedlot in Burleene TWP.
- o Soil Health Grant- we will receive \$80,000.
- o Working with Big Swan Lake on two Feasibility studies. Grant application.
- Mississippi –Brainerd WBIF work plan approved (\$336,000 for Todd County):
 - > \$ 70,000 in Phosphorus reduction: streambank, shoreline protection, Ag BMPs
 - > \$ 70,000 in shoreline management
 - > \$ 10,000 water retention, ag land, wetland restoration, stormwater
 - > \$ 130,000 Ag Practices
 - > \$8,000 Forestry
 - > \$35,000 in engineer/tech/project development, etc.
- Second round of Sauk River WBIF Funding approved
 - > \$45,000 Field erosion near Fairy Lake;
 - > \$33,750 Field erosion- west of Sauk Lake;
 - > \$78,500- Lake Osakis;
 - > \$5625 non-structural ag/grazing/fencing on JD-2;
 - > \$75,000 Sauk Shoreline/Erosion;
 - > \$100,000 Supplemental funding for erosion projects in Little Birch Lake Area
- Fair Nitrate Clinic

















Visual Report for July 11, 2024 By: Sarah Katterhagen





Supervisor Buchholz greeting customers as they line up for Tree Pick Up. Positive comments about the drive-thru and having trees all packed and ready to go. Katterhagen kids planting red maple trees

Participated in the Local Work Group Tour. Very nice to get out of the office to see the projects.





June 14, 2024- attended the open mic show with Tim Ebnet to discuss Free Nitrate Clinic at the Todd County Fair and other SWCD activities.



Reviewing and process Feedlot registrations. Working on getting out 2nd notices to landowners who have not responded to 1st notice. Also, the very beginning stages of planning Enviro Fest.

Rothstein Forest Stewardship Plan

Location Information

Project Information

Parcel Number	20-0006001&0006300	Project Type	Ecological
Township Name	Reynolds	Practice Types	Forest Mgmt
TWP, Range, Section	129N;34W; 7	Project Codes	106
Major Watershed	Long Prairie	Field Technicians	Anton
Minor Watershed	14042 Long Prairie R.	Engineering Assistance	Stanley
	_		Musielwicz

Resource Concern and Project Purpose Description

Large acreage tract (~160 ac) with potential for further tree planting; upland soils are sandy

Funding Information: Plan Estimate = \$1600

Cost Share

75% =\$1200

Final Invoice (s) Enter final Cost. Cost Share Payment Amount Enter final Payment.

Funding Source FY23 LCCMR \$1200 MAX

The max amount of cost-share allowed through policy is \$1200.



Rothstein FSP, Anton, Submitted July 11, 2024

USFW Wetland Restoration - OCC

Location Information

Project Information

		- J	
Parcel Number	10-0028100/10-4003000	Project Type	Ecological/Engineered
Township Name	Gordon	Practice Types	Wetland Restoration
TWP, Range, Section	128N, 35W, 31	Project Codes	657

Major Watershed Sauk River Field Technicians Kasen Christiansen

Minor Watershed 16079 - Unknown Engineering Assistance John Riens

Resource Concern and Project Purpose Description

Background: This wetland complex is located on private land within Gordon Township, between County 51 and the Osakis County Golf Course. The parcel is 1,400ft from Faille Lake within the Sauk River Watershed. The U.S. Fish and Wildlife Service reached out the Todd County SWCD regarding potential assistance with wetland improvements for water quality. The 2.68 acres proposed for restoration will provide wetland habitat and contribute to water quality issues down downstream.

Proposal: The U.S. Fish and Wildlife Service, Partners for Fish and Wildlife Program seeks to assist the Osakis Country Club, Inc. by restoring approximately 2.68 acre of drained seasonal wetland habitat located on private land in Todd County, Minnesota. The project will provide wetland habitat for "Federal Trust" resources and native fauna. The project will contribute towards the restoration goals in the Upper Mississippi River/Great Lakes Joint Venture and Minnesota's Comprehensive Wildlife Conservation Strategy Action Plan. Additionally, this project will assist in the cleaning and repair of an existing drainage ditch that is contributing to water quality issues down downstream. This element will involve the removal of trees, resloping, and re-vegetating the existing ditch. As a result, both projects should provide improved water quality, floodwater retention, groundwater recharge, carbon sequestration, and other biological services important to the public and USFWS's mission in the Partners for Fish and Wildlife priority landscape, "The Mississippi Headwaters".

Funding Information

Total Cost Share Requested Cost Share \$13,110.00 \$6,000 45.8% \$6,000

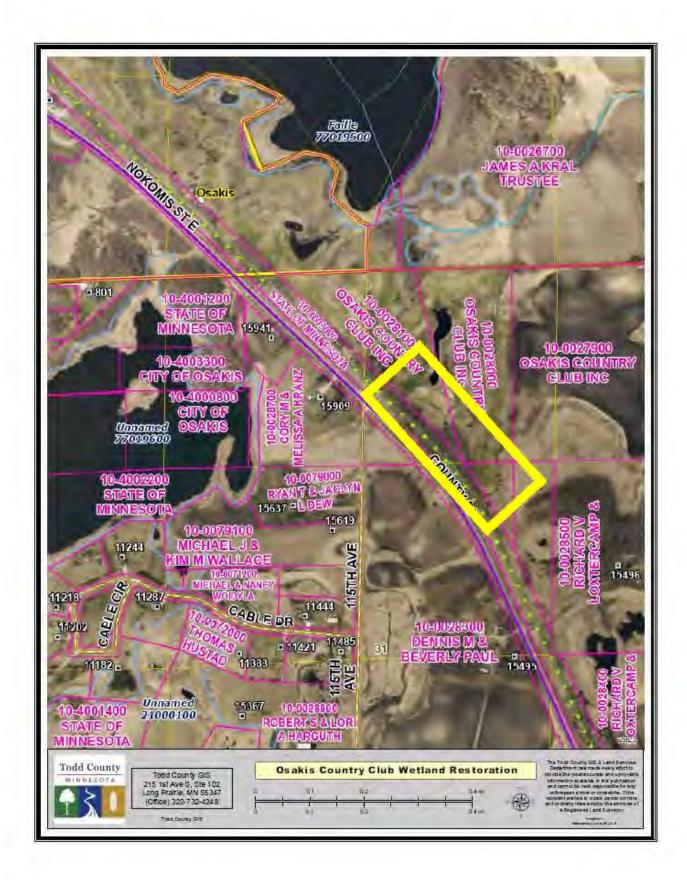
Final Invoice (s) N/A Cost Share Payment Amount

Funding Source FY24 Riparian Aid \$6,000

Reductions

After

Nitrogen 77.62 lbs Phosphorus 3.21 lbs Watershed Treated 30 Acres





USFW Wetland Restoration – Osakis Country Club, Kasen Christiansen, 2024.07.11

T. Gonsier Forest Management Plan

Location Information

Project Information Project Type Ecological

Parcel Number	24-0019700
Township Name	Turtle Creek
TWP, Range, Section	131;32;21
Major Watershed	Long Prairie
Minor Watershed	14038 Turtle Creek

Practice Types Forest Mgmt.

Project Codes 106

Field Technicians Anton

Engineering Assistance Forestry

Consultant: Erik

Eggen

Resource Concern and Project Purpose Description

110 acres in priority resource area near Rice Lake, CD 3, myriad of wetland complexes, and just East of the Long Prairie River and northwest of Buckhorn Lake. This forest can be managed to restore its original ancestral forest type creating a balance between the ecosystem and water quality. The best property we have cost-shared to date in my opinion.

Funding Information

One Bid Cost Share

TBD 75% TBD

Final Invoice (s) TBD Cost Share Payment Amount TBD

Funding Source FY23 LP LCCMR TBD



J. Gonsier Forest Management Plan

Location Information

Project Information

		- J	
Parcel Number	24-00194;	Project Type	Ecological
Township Name	Turtle Creek	Practice Types	Forest Mgmt.
TWP, Range, Section	131;32;21	Project Codes	106
Major Watershed	Long Prairie	Field Technicians	Anton
Minor Watershed	14038 Turtle Creek	Engineering Assistance	Forestry

Consultant: Erik

Eggen

Resource Concern and Project Purpose Description

130 acres in priority resource area near Rice Lake, CD 3, myriad of wetland complexes, and just East of the Long Prairie River and northwest of Buckhorn Lake. This forest can be managed to restore its original ancestral forest type creating a balance between the ecosystem and water quality. The best property we have cost-shared to date in my opinion.

Funding Information

One Bid Cost Share

TBD 75% TBD

Final Invoice (s) TBD Cost Share Payment Amount TBD

Funding Source FY23 LP LCCMR TBD



B. Swan-Schwanke Creek Feasibility Study

Location Information

Project Information

Parcel Number	NA	Project Type	Ecological
Township Name	Burnhamville	Practice Types	Feasibility
TWP, Range, Section	128; 32; S 7, 18, 19, 30	Project Codes	NA
Major Watershed	Mississippi-Brainerd	Field Technicians	Deja Anton
Minor Watershed	Big Swan 77002300	Engineering Assistance	ISG Inc.

Resource Concern and Project Purpose Description

Big Swan Lake is the largest lake in the Todd County portion of the Mississippi- Brainerd Watershed. Big Swan Lake along with many other small lakes are considered the chain of lakes feeding the Swan River that runs into Morrison County. Because of this, the lake is a priority resource concern for both Todd and Morrison Counties. The lake has three inlets, one being Schwanke Creek. The lake is impaired for nutrients, particularly at the inlet of Schwanke Creek where years of sedimentation has accumulated. This study would determine the primary cause and solutions for the sedimentation coming from Schwanke Creek so further restoration projects could be developed in the Big Swan minor watershed-77002300.

Funding Information

One Bid	Cost Share	
\$24,715	75%	\$18,536.25

Final Invoice (s) TBD Cost Share Payment Amount TBD Funding Source FY24 M-B WBIF TBD

FY & Grant Name. FY & Grant Name.

This project is incorporated in the FY24 Mississippi-Brainerd 1W1P Work Plan. See attached Cost Estimate for Details.



Big Swan-Schwanke Creek Feasibility Study, submitted by Deja Anton for July 11, 2024

June 28, 2024

Big Swan Lake Improvement District Board

Big Swan Lake Improvement District Todd County, MN

Imdaly@comcast.net

RE: Professional Services Proposal for Big Swan Lake Feasibility Study

Todd County, Minnesota



Big Swan Lake Improvement District Board,

The Big Swan Lake Improvement District (LID) is taking important steps toward improving the health of its lake. The LID is seeking a qualified firm to complete a feasibility study to evaluate options to enhance wetland treatment or watershed contributions of total phosphorus (TP) loads from Schwanke Creek into Big Swan Lake. ISG has completed numerous, similar TP loads studies and best management practice (BMP) design and builds. We stand eager and ready to assist with your project.

UNDERSTANDING

In 2023, the LID engaged RMB Environmental Labs from Detroit Lakes to conduct water sampling and detailed phosphorus core sampling from the lake bottom and evaluation of water quality contributions from the Schwanke Creek draiange area.

The findings indicated high levels of embedded phosphorus in the lake bottom, with internal loading being the most significant source of TP to Big Swan Lake. Work is planned to address the internal loading issues but analysis identified Schwanke Creek as a large contributer of nutrient runoff to Big Swan Lake and a priority to restore in order to address watershed load reductions. The creek, draining miles of agricultural land, flows through a wetland on the edge of Big Swan Lake which was described as a "dirty sponge," indicating it is overloaded and unable to filter nutrients effectively.

We understand that the LID has obtained consent from the property owner to survey and study the area for improvements. The primary objectives of the study are:

- Identifying engineered solutions to achieve the restoration of Schwanke Creek and the surrounding wetlands: Slow down water inflow into Big Swan Lake during large rain events to reduce phosphorus loading
- Concept design of BMP/s: Consider rerouting the stream, constructing holding/sediment ponds, and planting native vegetation to enhance nutrient filtration.
- Budget estimate and permitting considerations: Develop a budget estimate and anticipated permit requirements within the feasibility study to support future grant applications and construction design. A firm proposal is not required at this stage.

Backed by our in-house, multi-disciplinary professionals, vast environmental planning experience, and a sound project understanding, ISG proposes to provide the following scope of services to meet your project needs.



SCOPE OF SERVICES

Task 1 - Data Collection, Assembly, and Synthesis

The first task will focus on gathering and reviewing all precedent data and information as well as collecting field data. This step is pertinent to ensure concept recommendations address the problem at hand while considering site constraints and challenges. It is critical to ensure the source of elevated TP is being addressed through the proposed alternatives to ensure desired reductions are realized. Potential sources of TP include watershed contributions, localized runoff from feedlots, and wetland contributions.

Desktop

- Level I wetland delineation
- · What's in my Backyard
- Natural Heritage Information System (NHIS)
- State Historic Preservation Office (SHPO)
- Floodplain
- Evaluation of previous modeling and monitoring data

Field

• Site visit to gather observation data and survey of culvert dimensions elevations

Task 2 - Alternatives Analysis

ISG will work with partners to develop a list of alternatives that may include options such as:

- Bypass flow around wetland (assumes wetland is the contributor)
- · Create a high water bypass
- Install a weir to manage water levels
- Create a storage cell for incoming water to settle out
- Excavate the wetland or increase meander to slow flow

Innovative approaches to enhancing phosphorus treatment in wetlands will be considered.



ISG will analyze three to five (3-5) alternatives according to the evaluation criteria which may include:

- · Benefits and risk
- Cost estimate for construction and a "30-year cost"
- Life expectancy and maintenance requirements
- Cost estimate for annualized cost per pound of pollutant removal
- Identification of permitting requirements (tied to Task 4)

Task 3: Concept Design

ISG will prepare a concept design and engineer's estimate of probable cost that provides the necessary information to advance the project for funding final design, engineer, and construction.

- Schematic of design
- Engineers estimate of probable costs
- Estimated time for design and construction

Task 4: Permitting Matrix

A list of potential permits that will need to be considered to implement the concept will be developed.

Task 5: Feasibility Report

A Feasibility Report will be developed outlining the process and outcomes of Tasks I–4. This will include maps developed, data analysis summaries, alternatives analysis approach and outcomes, concepts, permitting matrix, and recommendations on next steps.

Task 6: Meetings + Project Management

Throughout the project process, ISG will coordinate with LID representatives on project progress. Additionally, there will be four (4) scheduled meetings throughout the project, including:

- Project Kickoff: Meeting to align ISG with the LID's project outcome goals, walk through project timeline, establish communication approach, and an open discussion. If timing allows, this may be in person along with site visit.
- Pre-alternatives Analysis: Meeting will cover outcomes of the data review from Task I and walk through alternative options to select 3–5 alternatives that will be pursued in Task 2.



- Post-alternatives Analysis: Meeting will review concept details, with ISG presenting the recommended alternative(s), leading to the selection of a preferred alternative during the meeting. The preferred alternative that is selected will be developed into a concept design under Task 3.
- Post-Feasibility Report: ISG will present the feasibility study to the LID during one of their meetings.

ASSUMPTIONS + EXCLUSIONS

The following items are assumed and/or excluded from the scope of services:

- Field services only include one (I) site visit which will include measurement of culvert dimensions and visual observations of the stream reach from Hwy 287 to the outlet. Groundwater as well as surface inflow and outflow quality and quantity are not included in this scope. Sediment cores of the wetland area are not included in this scope.
- The kickoff meeting can be coordinated with the site visits, otherwise all meetings are assumed to be virtual via Microsoft Teams.

COMPENSATION

ISG proposes to provide the scope of work described within this proposal for compensation in accordance with the following table. Anticipated reimbursable expenses such as travel, mileage, and printing are included. Project schedule will be established with the client upon acceptance of this proposal.

Phase	Cost
Task 1 - Data Collection, Assembly, and Synthesis	\$5,435
Task 2 - Alternatives Analysis	\$10,025
Task 3 - Concept Design	\$6,075
Task 4 - Permitting Matrix	\$875
Task 5 - Feasibility Report	\$2,305
Total	\$24,715

June 28, 2024



Applicable Contract

The General Terms and Conditions applicable to this Proposal are available at the link below and are hereby accepted and incorporated herein by reference. Upon acceptance of this Proposal, the parties can proceed with the project based on this signed Proposal, per its General Terms and Conditions, or for more complex projects, ISG, at its discretion, will prepare and require the use of an AIA or EJCDC Contract that will govern the project.



General Terms + Conditions bit.ly/termsconditions_isg

ADDITIONAL SERVICES

ISG's goal for this proposal, like its services, is to be flexible with accommodating the requirements of this project. Upon request, ISG is able to provide a subsequent proposal to assist with any additional services that may be necessary to facilitate this project as it moves forward.

ISG appreciates the opportunity to provide a solution tailored to the needs of Big Swan Lake Improvement District. Upon acceptance of this proposal, please sign the acknowledgment box and return a copy of the proposal to our office. We look forward to providing you with responsive service, a collaborative approach, and timely delivery.

Sincerely,

Paul Marston, CFM

Environmental Practice Group Leader

ACKNOWLEDGMENT OF ACCEPTANCE This proposal is valid for 30 days.			
Accepted this	day of	, 2024.	
Company:	Print		
Name:	Print		
Title:	Print		
Signature:			

Kaminsky FMP Encumber Request

Location Information

02-00078; 0026502;

0026501

Township Name

Parcel Number

TWP, Range, Section

Major Watershed

Minor Watershed

Bertha 132; 35; S9; S32; S32

Red Eye

13003 Wing R.; 13059

Thomas Cr.; and 12051 Bear Cr. (Crow Wing)

Project Information

Project Type **Ecological**

Practice Types Forest Mgmt. Plan

Project Codes 106

Field Technicians Deja Anton

Engineering Assistance Forest Consultant:

> Stanley Musielewicz

Resource Concern and Project Purpose Description

Parcel 00078 lies at the head of a long intermittent ditch/complex wetland system of wet meadows, shrub swamps, bogs, and shallow marshes capped with an unnamed public Terrene pond (77021200). Almost all of the acres are under trees but much is over mature (Aspen) with little habitat or timber value remaining. The goal is to manage this piece into succession through replant to create native habitat and maintain soil health for the benefit of water quality and native species.

Parcels 0026502 and 0026501 are split between the Red Eye and Crow Wing Watersheds. These parcels cover 146 acres. Forested areas need management for succession and replant as they are currently in mature Aspen plantation. There is a large shallow marsh and intermittent stream connecting this property to Bear Creek. Todd SWCD reached out to Wadena and EOT SWCDs for assurance that the full plan could be cost-shared given there is some acreage in the Crow Wing Watershed. Due to the contiguous nature of the parcels, the protocol is to approve cost-share for all parcels.

The landowner is pursuing long-term protection.

Funding Information

One Bid **Cost Share**

\$1600 75% \$1200-MAX payment amount

TBD Final Invoice (s) TBD **Cost Share Payment Amount**

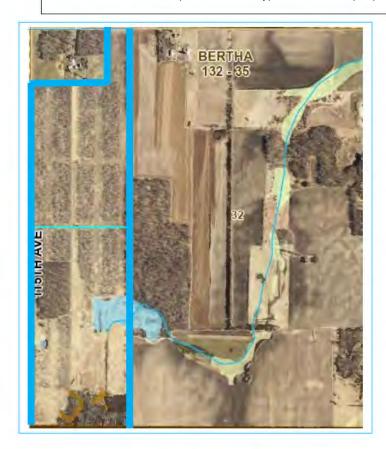
Funding Source FY23 Red Eye LCCMR

See aerial next pg.



North Parcel above: 02:0007800

South Parcels below (more westerly):02-0026502 (N2) & -26501 (S2)



Kaminsky Forest Management Plan- Pay Out

Location InformationProject InformationParcel Number15-0018400;Project TypeEcological

017201;0017500

Township Name Leslie Practice Types Forest Stewardship

TWP, Range, Section 129, 35, 15 Project Codes 106

Major Watershed Long Prairie Field Technicians Deja Anton

Minor Watershed 14042 Engineering Assistance Stanley Musielewicz

Resource Concern and Project Purpose Description

At one point in history, this section of the county was once forested in hardwoods. This property lies adjacent to the Long Prairie river and the wetland complex/flood plain of the river. By managing forests in these areas, we protect the river from agricultural and upland runoff as well as wetland habitat to retain floodwaters and allow stormwater to dissipate slowly across through the landscape.

Funding Information

High Bid	Low Bid	Cost Share	
NA	\$1,000	75%	\$750

Final Invoice (s) \$1000 Stanley Cost Share Payment Amount \$750

Musielewicz

Funding Source FY23 Long Prairie LCCMR \$750



Interesting Components of Plan:

- Some of the surrounding farms were cleared of forest to create fields. The original forest cover has been fragmented for food production. **Deer populations are quite high and could be a problem for forest regeneration.** Of the 65 neotropical migrant bird species that nest in forests, 44 have had population reductions in recent years, likely due to loss and fragmentation of forests.
- Your woods may be summer logged, as long as it is allowed to dry out and firm up after a significant rain. All of the small wetlands add complexity to summer logging or your woods. Winter logging is an option to protect the soil and the wetlands from the effects of the heavy logging equipment. The advantage of winter logging is there is (usually) very little damage to the residual trees, and more importantly, no soil erosion, compaction, or rutting. Damaged trees can recover, be harvested, or otherwise regrown. Soil that is eroded, rutted, or compacted, will stay that way for decades (maybe forever), and will impair the future timber productivity of the site.

On Property:

Rare Features Database:

MN SGCN State Global Scientific Name, Common Name Status Rank Invertebrate Animal:

Lasmigona compressa (Creek Heelsplitter) SPC SGCN S3 G5



Ligumia recta (Black Sandshell) SPC SGCN S3 G4G5





On property: The Saw- whet owl is the size of a robin and lives here year round.

Tree Planting Advice: Plant trees on an 8' X 8' spacing, (or 7' X 9', or 6' X 10') so that 700 trees are planted per acre. If you are planting shrubs, plant them at about 6' X 6' spacing.

Myron Kaminsky - Payout Request for 4/11/2024 Board Meeting—Deja Anton

Miksche Well Sealing Project

Location Information

Project Information

Parcel Number	18-0047200	Project Type	Ecological
Township Name	Long Prairie	Practice Types	Impoundment
TWP, Range, Section	129, 33, 21	Project Codes	351
Major Watershed	Long Prairie	Field Technicians	Deja Anton
Minor Watershed	14057	Engineering Assistance	NA

Resource Concern and Project Purpose Description

Old well are a threat to the resource concern of groundwater being open conduits to the aquifers beneath the upper soils layer. These wells pose a safety, health and environment threat to the surrounding community. This well is located in the Long Prairie DWSMA

Funding Information

	High Bid \$2,299	Low Bid \$2,045	Cost Share 50%	\$1,022.50
Final Invoice (s) Funding Source		\$2,077 C23-3483 FY & Grant Name.	Cost Share Payment Amount \$1,022.50 FY & Grant Name.	\$1,022.50

Cost share less than 50% as landowner went with higher bid.

Blue square marks location of well seal. Soil profile is 15" sandy loam over coarse gravelly sand. Highly permeable.



Helle Livestock Crossing -Repair Pay Out

Location Information

Project Information

Parcel Number	09-0016300	Project Type	Engineered
Township Name	Germania	Practice Types	Livestock Crossing
TWP, Range, Section	132-32-21	Project Codes	472/578
Major Watershed	Crow Wing	Field Technicians	Christiansen
Minor Watershed	12048 Partridge R.	Engineering Assistance	WCTSA

Resource Concern and Project Purpose Description

Project: In 2023, Michael Helle with the assistance of the Todd SWCD installed an engineered livestock crossing over the Partridge River within Germania Township. The Partridge River is impaired for bacteria- E. coli and considered a headwater of the Crow Wing River. On Sunday, June 2nd, the Clarissa area received approximately 6-8 inches of rainfall creating a flood event. The Partridge River preceded to flow over the crossing, causing damage to the 8ft cattle lane by eroding gravel and exposing the rock/construction fabric. Overall, the crossing held together well and only received minor damage.

Repair: The damaged crossing was repaired and regraded. Construction fabric was in good shape and reused. 5 loads or crushed concrete totaling 60 yards was added to the spillway and graded to approximately 4 inches thick. 5 loads of class 5 gravel was added to the driveway making the driveway 12 inches higher than the spillway. Both areas were rolled/packed after grading. The WCTSA Engineers have approved the repairs.

Funding Information

Bid Cost Share \$5,000 75% \$3,750

Mid- Minn Excavating

Funding Sources Riparian 2024 \$3,750



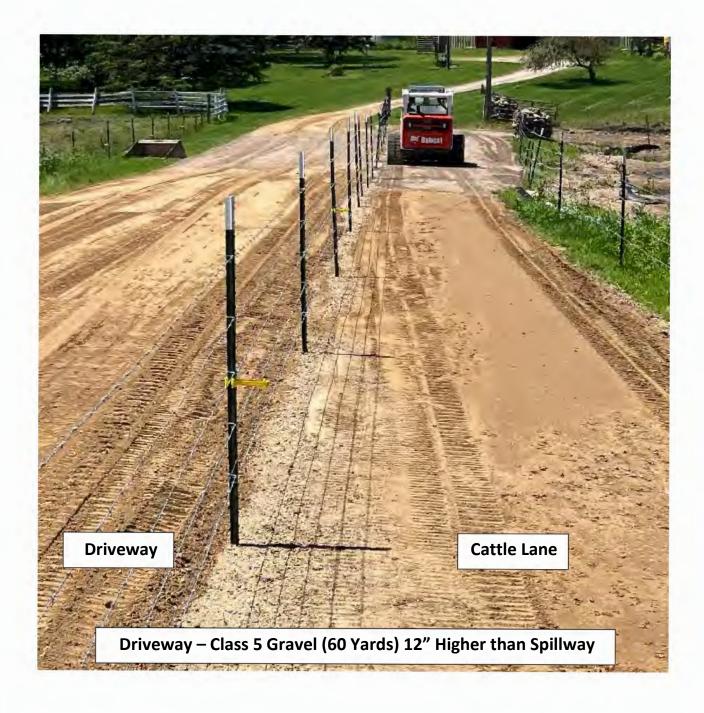








Helle Livestock Crossing – Repair Payout, Kasen Christiansen - Todd SWCD, 2024.07.11





Helle Livestock Crossing – Repair Payout, Kasen Christiansen - Todd SWCD, 2024.07.11



Helle Livestock Crossing – Repair Payout, Kasen Christiansen - Todd SWCD, 2024.07.11

Cebulla No-Till Planting

Location Information Project Information

12-0024700, 12-0024900, Parcel Numbers Project Type **Ecological**

12-0025802, 13-0023500, 12-0034800. 13-0034801,

Township Name Hartford and Iona, **Practice Types** Residue and

Tillage

Management **Project Codes** 329 TWP, Range, Section Multiple

Field Technicians Tim Ebnet Major Watershed Long Prairie

14051, 14050, 14059 Minor Watershed

Resource Concern and Project Purpose Description

No till planting of corn and soybeans on 174 acres to reduce soil erosion.

Funding Information

High Bid Cost Share

\$5,546.10 Approx. 67% \$3,704.94

Final Invoice (s) \$4,628.40 **Cost Share Payment Amount** \$3,471.30

Funding Source FY23 Soil Health Grant \$1,204.94

\$2,266.36 FY23 State C/S

Reductions

	Before	After	Reduction Notes
Sediment/TSS			Using the RUSLE2 erosion calculator, it
Field 1	3.3 ton/ac	.56 ton/acre	is predicted that 172.311 tons of soil
Field 2, 4, 5	.86 ton/acre	.13 ton/acre	will be saved annually across 174 acres.
Field 3	8 ton/acre	.13 ton/acre	



Cebulla No-Till Planting, submitted by Tim Ebnet, 0/28/2024



Cebulla No-Till Planting, submitted by Tim Ebnet, 0/28/2024



Cebulla No-Till Planting, submitted by Tim Ebnet, 0/28/2024





Cebulla No-Till Planting, submitted by Tim Ebnet, 0/28/2024

Gabrelcik Shrub Planting – Pay Out

Location	n Information	Project Information			
Parcel Number	11-0030300	Project Type	Ecological		
Township Name	Grey Eagle	Practice Types	Tree/Shrub		
			Establishment		
TWP, Range, Section	127, 32, 20	Project Codes	612		
Major Watershed	Sauk River	Field Technicians	Kasen Christiansen		
Minor Watershed	16030 – Big Birch Lake	Engineering Assistance			

Resource Concern and Project Purpose Description

Soil erosion from unregulated channel is out letting into Big Birch Lake. Big Birch Lake is a Protection Lake in the watershed. Preventing sediment and excess nutrient contributions into the lake is critical to maintain its protection status. Runoff from the road also contributes to the erosion. This work is being done in cooperation with Todd County Public Works as part of the work will take place in the ROW of County 47. This is a low-cost continuation to a previously completed project.

Project Description:

This is a continuation of a previously completed Lined Waterway, Fall of 2023. The continuation is to plant shrubs (Redosier Dogwoods) to replace shrubs that were removed prior to construction. The shrubs will line the bank of the channel, adding slope stabilization and erosion protection.

The Gabrelcik's completed the planting of Redosier Dogwoods and 2 Common Lilacs in June. All shrubs are growing nicely and are being properly maintained.

Funding Information (Original cost estimates)

EST. Cost	Cost Share	
\$186.32*	75%	\$139.74*
		\$295.69

*Amendment - May 9th, 2024: Kathy and Frank Gabrelcik are seeking to increase the biodiversity of the shrub planting, lining the engineered waterway by adding Lilacs alongside the Redosier Dogwoods. The addition of lilacs will increase the total cost share amount by \$155.95 for a total cost share amount of \$295.69. The increased cost share funding will empty the remaining balance of the 2022 Riparian funds.

Actual Cost: \$279.57

Funding Source 2022 Riparian \$209.68 at 75% cost-share

Reductions

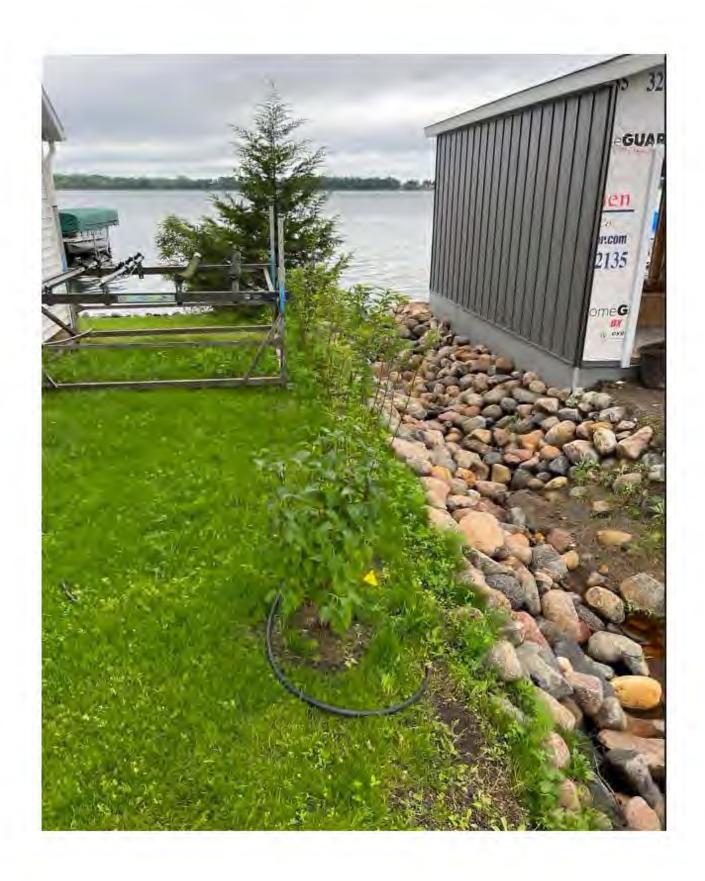
	Before
COD	8.18
Sediment/TSS	8.18
Phosphorus	6.96







Gabrelcik Shrub Planting Pay Out – Lined Waterway, Kasen Christiansen, 24.07.11



Jim Benson Shoreland Buffer Planting

Location Information

Project Information

Parcel Number 14-0036300 Project Type Erosion Control-

Riparian

Township Name Kandota Practice Type Critical Area Planting

TWP, Range, Section T127, R34W, Section 20 Project Code 342

Major Watershed Sauk River Field Technician Josh Votruba Minor Watershed Fairy Lake Technical Assistance Deja Anton

Resource Concern:

Fairy lake is a protection lake with current good water quality standards. It is described as phosphorus sensitive. Maintaining native vegetation on its shoreline is one way to reduce phosphorus and sediment from reaching the lake. The goal of the buffer planting is to re-establish forbs on the site to provide more critical area habitat, to be more aesthetically pleasing, to create plant diversity making site more erosion resistant, and provide pollinator habitat. The buffer area on the hillside is currently vegetated with warm and cool season grasses as well as some small buckthorn plants. Buckthorn will be removed and managed. Several native mature oak trees canopy the area so the site is partially shaded. The area to be re-established is approximately 3,000 square feet or 100' x 30' running the length of the property. A woodland edge seed mix along with native plant plugs suited for the site conditions will be used for the buffer vegetation.

Funding Information

High Bid	Low Bid	Cost Sha	re
\$12,952.00	\$12,460.00	75%	\$9,345*
(MN Native Landscapes)	(Kanati Land Management)		\$10,320

Final Invoice (s)	\$12,844.76	Cost Share Payment Amount \$9,633.57		
Funding Source	FY 23 Riparian FY 24 Riparian amendment	\$9,345 \$975	\$10	cumbered: 0,320 nendment

^{*}Amendment request for \$975.00 from FY24 Riparian Aid to increase total cost-share request to \$10,320 on May 9, 2024.



A combination of native plants plugs and native plant seed will be planted to increase native plant diversity on site which will result in increased pollinator habitat and increased resistance to erosion.



Early Stages of Construction – Contractor removing existing vegetation and creating seedbed for native seed mix.



Early Stages of Construction - Topsoil/black dirt brought in for eroded areas of bank



Middle Stages of Construction – Contractor Laying out erosion control fabric over seeded area



Final Stages of Construction - Contractor planting native plant plugs

Jim Benson Shoreland Buffer Planting, Submitted by Josh Votruba 7/1/24



Before Construction



After Construction

Jim Benson Shoreland Buffer Planting, Submitted by Josh Votruba 7/1/24

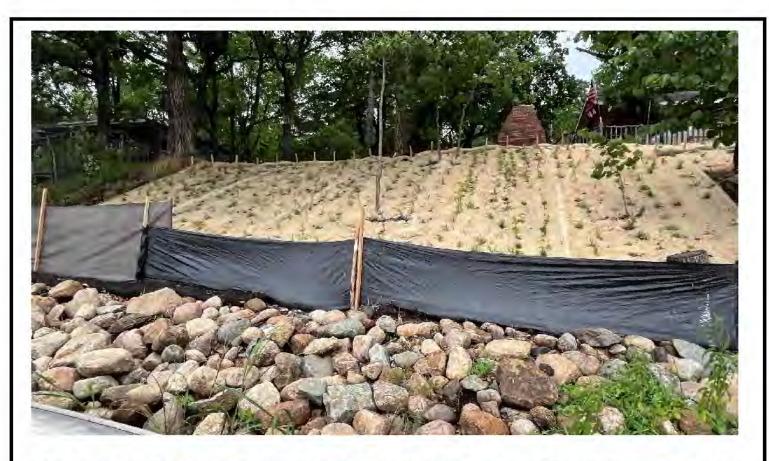


Before Construction



After Construction

Jim Benson Shoreland Buffer Planting, Submitted by Josh Votruba 7/1/24





Stephen Rapatz-Harr Shoreland Buffer Planting

Location Information

Project Information

Parcel Number

24-0059900

Project Type

Erosion Control-

Riparian

Township Name

Turtle Creek

Practice Type

Critical Area

Planting & Tree and

Shrub

Establishment

TWP, Range, Section Major Watershed T131, R34W, Section 32 Mississippi-Brainerd

Project Code Field Technician 342 & 612 Josh Votruba

Minor Watershed

Little Elk River

Technical Assistance

Kasen Christiansen &

Deja Anton

Resource Concern:

Sediment and nutrients entering Pine Island Lake from Soil Erosion. Native vegetation will replace existing lawn grass in a 155 x 30' (4650 Square Feet) area to create a buffer leading down to Pine Island Lake. This buffer will establish deeper root systems to prevent future water erosion off of driveway, upper lawn, roof and garage. The buffer will be created using a dry native prairie mix (state seed mix 35-221) and two rows of shrubs with five foot spacing between shrubs. Due to compaction at site from an old driveway, tillage will be needed for seed to soil contact and to break up compaction. At the landowner's request, a 15-footwide by 30 ft in length access area will be excluded to allow for landowner to remove dock and equipment, and to access dock. Shrubs to be planted will be American Hazelnut and Red Osier Dogwood.

Funding Information

High Bid \$15.895.00

Low Bid \$13,782.00

Cost Share

\$15,895.00 **(Backyard**

(Kanati Land Management)

75% \$10,336.50

Reflections)

Final Invoice (s)

\$13,782.00

Cost Share Payment

\$10,336.50

Amount

Funding Source

FY 23 Riparian
FY & Grant Name.

\$10,336.50

FY & Grant Name.



Stephen Rapatz-Harr Shoreland Buffer Planting, Submitted by Josh Votruba 7/1/24



Native Buffer vegetation will replace the existing lawn grass above to increase the width of existing native buffer from 20 feet at the site to 50 feet. This buffer planting will increase stormwater infiltration, reduce runoff, and reduce erosion. As a result, less sediment and nutrients will enter Pine Island Lake. At the site, an old gravel driveway previously went through property making the soil extremely compacted. The combination of the compaction plus turf grass has led to erosion.



Beginning Stages of Construction - Contractor using a Harley Rake to break up the hard-compacted soil present at site.



Stephen Rapatz-Harr Shoreland Buffer Planting, Submitted by Josh Votruba 7/1/24



Middle Stages of Construction - Contractor in process of laying out erosion control blanket and staking it in.



End stages of Construction - Contractor in process of planting the shrubs.



View Looking Northeast - Before Construction



After Construction

Stephen Rapatz-Harr Shoreland Buffer Planting, Submitted by Josh Votruba 7/1/24



View Looking Southwest – Before Construction



After Construction



View of whole completed project looking westward at Pine Island Lake

Rick Jones Coir Log Repair

Location Information

Project Information

Parcel Number 04-0044600 Project Type Erosion Control-

Riparian

Township Name Bruce Practice Type Shoreline

Protection/Critical

Area Planting

TWP, Range, Section T129, R32W, Section 3 Project Code 580/342
Major Watershed Mississippi-Brainerd Field Technician Josh Votruba

Minor Watershed Karlen Cr Technical Assistance Ross Reiffenberger

Resource Concern:

Lake Beauty – Sediment and nutrients from soil erosion

Funding Information

High Bid Low Bid Cost Share

Kanati Land Ryan Twardowski

Management

Final Invoice (s) \$900.00 Cost Share Payment Amount \$675.00

Funding Source FY 24 Riparian \$675.00

Reductions N/A

Notes

Landowner Rick Jones is seeking to repair his shoreline stabilization and native buffer planting Soil and Water cost share project which was installed in 2023. The coir log component of the project was damaged this March when strong winds caused ice on the lake to crash into the bank. The ice crashing into the bank caused the coir logs to be pushed up on to the top of bank, and the ice dislodged the stakes used to hold down coir log. With the late summer install in July, the coir log was most likely not well established with vegetation making it more susceptible to damage. Landowner is seeking funding to help with the cost of the repairs to reposition and stake the coir log into the bank.





Jones Coir Log Fix, Submitted by Josh Votruba 7/1/24





Coir Log after install



Photos showing close up of coir log damage. Notice the log has been pushed up to the top of the bank and some of the stakes have been dislodged.



Jones Coir Log Fix, Submitted by Josh Votruba 7/1/24





Photos from top of bank showing extent of damage to coir log



Coir Log After Repair



Coir Log After Repair

Jones Coir Log Fix, Submitted by Josh Votruba 7/1/24



Coir Log After Repair



Coir Log After Repair

West Central Technical Service Area CONTRACT FOR TECHNICAL AND ENGINEERING SERVICES

THIS CONTRACT (Agreement) is made by and between the **West Central Technical Service Area** (WCTSA) and the **Todd County Soil and Water Conservation District** (PROVIDER).

WHEREAS, WCTSA is a joint powers board created to assist its twelve Member Districts with special projects for their mutual benefit; and

WHEREAS, WCTSA requests and PROVIDER agrees to provide technical services for nutrient management planning to WCTSA and all its Member Districts.

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, 2024 through June 30, 202S.
- Purpose. The purpose of this Agreement is to define the parameters of PROVIDER's provision of technical services for nutrient management planning to the WCTSA and its twelve Member Districts. This Agreement replaces all past agreements on the same topic.
- 3. Services. The PROVIDER shall make designated employee(s) (STAFF) available as needed for Nutrient Management Planning services to the WCTSA. Services to be provided include:
 - A. Writing and amending Comprehensive Nutrient Management Plans (CNMPs).
 - **B.** Implementation of CNMPs, including required in-field or edge-of-field conservation practices.
 - Waste storage facility assessment.
 - D. Other related services as requested by WCTSA.
- 4. Programs and Projects. It is the responsibility of WCTSA to determine the type, priority, and scope of projects for STAFF completion, subject to PROVIDER's terms of employment. PROVIDER is responsible for ensuring STAFF possess the necessary qualifications, certifications, and training. STAFF shall be available on an equal basis, subject to WCTSA prioritization, to all Member Districts.
- 5. Payment. The WCTSA shall reimburse PROVIDER for the actual cost of Services (included in item 3, above) at a rate equal to STAFF's valid Board of Water and Soil Resources billing rate, for all documented work time. Direct costs attributed to STAFF and excluded from the billing

rate may also be reimbursed. PROVIDER will regularly submit itemized invoices for WCTSA reimbursement.

- 6. Vehicle. The WCTSA may make a vehicle, including fuel purchasing card, available to PROVIDER for use exclusively for travel required to deliver Services (included in item 3, above). Said vehicle may not be used for any other purpose. It is the responsibility of PROVIDER to ensure the vehicle is stored safely and inform WCTSA of any maintenance or other needs. Should no vehicle be available, PROVIDER may request reimbursement for miles driven to provide Services at the standard IRS mileage rate as a direct cost when invoicing according to item 5, above.
- 7. Independent Contractor. The PROVIDER is an independent contractor and nothing contained in this Agreement shall be construed to create the relationship of employer and employee between WCTSA and the PROVIDER or between WCTSA and STAFF. The PROVIDER shall set all terms of STAFF's 'employment, including rates of pay and benefits. It is the PROVIDER's sole obligation to comply with the applicable provisions of all federal and state tax and employment laws. PROVIDER shall at all times be free to exercise initiative, judgment, and discretion as to how STAFF can best provide services. The PROVIDER shall have discretion as to working methods, hours, and means of operation.
- 8. Funding. Should State of Minnesota grant funding or other budgeted WCTSA financial resources be insufficient to pay the full amount requested for reimbursement under this agreement, PROVIDER and WCTSA shall follow procedures included in the WCTSA Joint Powers Agreement and Bylaws to address the liability.
- Indemnification. Subject to exceptions and limitations provided by law including but not limited to those provided for in MN Statute, Chapter 466, the PROVIDER agrees to indemnify and save and hold the WCTSA, its officers, employees and agents harmless from any and all claims or causes of action arising from the performance of administration, fiscal agent, engineering and technical services performed by the PROVIDER or its officers, employees and agents. This paragraph does not bar any legal remedies the PROVIDER may have against WCTSA for its failure to fulfill its obligations under this Agreement.
- 10. Insurance. The PROVIDER will procure insurance necessary to cover the errors and omissions of their officers, employees or agents performing services under the terms of this Agreement. The WCTSA will have in place automobile and general liability coverage to meet the insurance needs required. Nothing in this Agreement waives provisions under Minnesota Statutes Chapter 466, Municipal Tort Claims Act, or other applicable law.
- 11. 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.

- 12. Ownership of Work Product. All work product, data compilations, and materials of any kind prepared pursuant to this Agreement, regardless of the format in which they exist will become the sole and exclusive property of the WCTSA upon the completion of this Agreement. However, any of WCTSA's Member Districts may use portions or excerpts from the materials prepared pursuant to this Agreement. It is further agreed that the WCTSA and its Member Districts have unlimited rights to use, duplicate and make derivative works of the same, with no obligation for an accounting to the WCTSA.
- 13. Records/Audits. The PROVIDER'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 the WCTSA and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. The PROVIDER 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.
- 14. 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.
- 15. Non-Discrimination. The PROVIDER 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. The PROVIDER agrees to comply with all Federal, 5tate, 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. When required by law or requested by the WCTSA, the PROVIDER shall furnish a written affirmative action plan.
- 16. 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.
- 17. 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.

18.	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.
	VITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates tten below:
WE	ST CENTRAL TECHNICAL SERVICE AREA
	William Faber , WCTSA Board
Dat	e: 6/12/2024
Pur	suant to a Motion by the WCTSA Board on June 12, 2024.
TO	DD COUNTY SOIL AND WATER CONSERVATION DISTRICT
BY:	
	, Chair, Board of Supervisors
Dat	re;
Pur	suant to a Motion by the District's Board of Supervisors on



ype of Action Requested (Chec	k one):		1	Board Action Tracking Number :
Action/Motion Discussion Information Item	☐ Rep	eport esolution Other		(Issued by Auditor/Treasurer Office) 20240618-17
agenda Topic Title for Publ	ication:	Request to Farm Bill Bio		et Position
Date of Meeting: 6/18/2024		Tota	Topic Time Reque	sted: 3
Organization / Department Requ	esting Acti	on: Soil and Wa	er	
erson Presenting Topic at Meet	ing: Adam	Ossefoort/Deja	Anton	
Background: Supporting Document	ation enclosed	$d \boxtimes$		
acant. The position will be gran he position has been reviewed	it funded w	ith match funds	from the SWCD Bu	ich is an existing position that has beer dget and stationed at the NRCS Office. the May 21st Work session.
Options: . Authorize the hiring of a Fa	rm Bill Bio	ologist.		
. Do not authorize.				
Recommendation:				
he Todd County Board of Com	missioners	approves the fol	lowing by Motion:	
Authorize the hiring of a Farm E	Bill Biologis	st.		
dditional Information:		Budgeted:	Comments	
Financial Implications: \$ Funding Source(s):		☐Yes ☐No		
Auditor/Treasurer Archival Purpo.	ses Only:			
ction Taken:		Voting in Favor	V	oting Against
Motion: Noska		Becker		Becker
econd: Denny		Neumann		Neumann
Passed		Denny		Denny
Failed Tabled		Noska		Noska
Other:		⊠ Byers	L	Byers
Other: Official Certification		Notes:		
soard of said County with the original recor	d thereof on file	in the Auditor-Treasu	rer's Office of Todd Coun	foregoing copy of the proceedings of the County ty in Long Prairie, Minnesota as stated in the minutes whole thereof, and that said motion was duly passed b



Requestor to Complete:						
Type of Action Requested (Check one):					d Action Tracking Number:	
Action/Motion Discussion Information Item Information Item	Report Resolution Other	Resolution		(Issued by Auditor/Treasurer Offi 20240618-17		
Agenda Topic Title for Publicat	ion: Requ	est to I	Farm Bill Biolo	gist Po	osition	
Date of Meeting: 6/18/2024		Tota	1 Topic Time Re	quested	: 3	
Organization / Department Requesting	g Action: Soil			1		
Person Presenting Topic at Meeting:						
Background: Supporting Documentation						
Soil and Water has received funding vacant. The position will be grant fur The position has been reviewed by the Options:	ided with match	funds	from the SWCD	Budget	and stationed at the NRCS Office.	
Options:	Dill Dialasis					
1. Authorize the hiring of a Farm I 2. Do not authorize.	om Biologist.					
Recommendation:						
The Todd County Board of Commiss	ioners approve	the fo	llowing by Motic	nn'		
Authorize the hiring of a Farm Bill B		s the ro.	nowing by Mon	л.		
remone the mining of a raini Bill B	TOTOGIST.					
Additional Information:	Budget	ted:	Comments			
Financial Implications: \$ Funding Source(s):	□Yes	☐Yes ☐No				
Auditor/Treasurer Archival Purposes O	nly:					
Action Taken:	Voting i			Voting Against		
Motion: Noska	⊠ Beck			Ве	ecker	
Second: Denny	Neun Neu			Neumann		
Passed	☑ Denn			Denny		
Failed	⊠ Nosk			_	oska	
Tabled	⊠ Byer	5		Byers		
Other:	Notes:					
Official Certification STATE OF MINNESOTA COUNTY OF TODD I, Denise Gaida, County Auditor-Treasurer, Todd Board of said County with the original record ther the proceedings of said board and that the same is said board at said meeting. Witness my hand and said meeting.	of on file in the Aud a true and correct co	itor-Treas	urer's Office of Todd (county in L	ong Prairie, Minnesota as stated in the minutes thereof, and that said motion was duly passed by	
Jellus Sa					Se Sourie	

LOCAL COOPERATIVE AGREEMENT

Todd County and Pheasants Forever, Inc.

THIS AGREEMENT is made this _______ day of _______ 2024 ("Effective Date"), by and between Todd County, a political subdivision of the State of Minnesota, and Pheasants Forever, Inc. ("PF"), a Minnesota non-profit organization. In consideration of the mutual promises and covenants hereunder, the parties hereto agree as follows:

- Term. Notwithstanding the date of the signatures of the parties to this Agreement, the term of this Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to this Agreement, shall terminate on June 30, 2025, or on the date all funds have been expended whichever occurs earlier.
- 2. <u>Representations by PF. PF makes the following representations to Todd County for the purpose of this Agreement:</u>
 - a) PF is competent to perform the services contemplated under this Agreement.
 - b) PF is under no legal impediment that would preclude PF from performing the services contemplated under this Agreement.
 - c) PF has not been the subject of any claims or allegations of negligent or intentional acts or omissions that relate to the type and scope of services to be provided by PF to Todd County under this Agreement.
- 3. <u>Duties of PF</u>. To add staff capacity in Todd County to increase landowner participation in State and Local conservation programs as well as the conservation provisions of the Federal Farm Bill which increase the amount of native grasses and wetlands on the landscape and projects that enhance water quality, soil health, and increase fish and wildlife habitat.

Specifically, the following conservation programs are to be the focus of this Agreement: Conservation Reserve Program (CRP), Continuous Conservation Reserve Program (CCRP), Conservation Reserve Enhancement Program (CREP), Agriculture Conservation Easement Program (ACEP), Re-Invest in Minnesota (RIM), Environmental Quality Incentive Program (EQIP), US Fish and Wildlife Programs, Prairie Bank, Clean Water Fund projects, and any other programs that enhance the quality of soil health, water quality and wildlife habitat are part of the scope of work.

The primary focus shall be to provide quality customer service and enroll farmers/landowners into voluntary conservation programs. Under no circumstance is PF to work on anything related to violations or enforcement of Federal, State or Local laws. PF shall not be involved in any actions taken regarding conservation violations. Neither will this agreement prohibit Todd County from taking any necessary enforcement actions for conservation violations that may occur against any landowner with whom PF has worked.

<u>Personnel.</u> All work PF is to perform shall be performed by competent and qualified personnel. As soon as known, PF will inform Todd County who will have primary responsibility for performing the work under this Agreement on behalf of PF and will serve as PF's primary contact with Todd County. Should PF change the person primarily responsible for performing the work under this Agreement it must notify Todd County's Authorized Representative in writing seven days prior to the change.

<u>Final Documents.</u> PF shall provide all documentation of the work to be performed under this Agreement. The documents shall be furnished in a format acceptable to Todd County. Upon completion of the work, PF shall also deliver to Todd County copies of all correspondence, drawings, reports and all other documents either generated by or received by PF in the performance of the work and services required by this Agreement.

Standard of Care and Liability for Work. In performing the work under this Agreement, PF will use that degree of care, knowledge and skill ordinarily exercised by other reputable professionals in the field under like circumstances within the State of Minnesota.

- 4. No Authority to Bind Todd County. PF acknowledges that PF has no authority to bind Todd County to any contract, agreement, or arrangement, nor shall PF state or imply that PF has authority to do such acts. Use of the name or logo of Todd County by PF is prohibited without the consent of Todd County's Authorized Representative or his/her designee.
- 5. Compensation. Todd County shall pay PF for services satisfactorily completed in accordance with this Agreement. The total compensation payable to PF for services and expenses under this Agreement shall not exceed \$3,250.00 (the "Contract Maximum). In the event Todd County requests services that would require payment in excess of the Contract Maximum, PF shall not proceed until such time as Todd County has approved such modification or addition by written amendment to this Agreement.
 - a. Billing by PF. The amounts to be paid under this Agreement shall be paid only if work has been satisfactorily performed as determined by Todd County's Authorized Representative and consistent with the Contract

Maximum. PF shall submit a monthly report outlining PF's progress in a form acceptable to Todd County's Authorized Representative.

b. Payment by Todd County. Within thirty days (30) days of the date of termination as outlined in Section 1 of this Agreement PF shall submit a final invoice to Todd County's Authorized Representative. Todd County shall not be required to compensate PF for services or to reimburse PF for expenses without adequate documentation by PF supporting the request for compensation or reimbursement. Within thirty-five (35) days of the approval of the invoice by Todd County, Todd County shall mail payment of the approved amount to PF for all services satisfactorily performed or make reasonable arrangements for payment acceptable to PF. No claim for expenses or services not specifically provided for herein shall be honored by Todd County. Amounts disputed need not be paid until the dispute is resolved. Final payment due to PF will be made by Todd County when all work and services have been satisfactorily performed and all documents have been delivered to Todd County in accordance with this Agreement. All payments shall be issued to:

Pheasants Forever, Inc. 1783 Buerkle Circle St. Paul, MN 55110

- 6. <u>Compliance with Todd County Policies.</u> PF agrees to comply with Todd County policies regarding personal and professional conduct and conflicts of interest as may be presented to PF by Todd County from time to time.
- 7. <u>Authorized Representative</u>. The Todd County Soil and Water Conservation Development Division (SWCDD) Director shall serve as the Authorized Representative of Todd County and as the liaison with PF. Todd County shall have the right to change its Authorized Representative from time to time and shall inform PF of any such change. The Authorized Representative shall have the express authority to make all contacts with PF on behalf of Todd County and to instruct PF to perform the various services described in this Agreement. PF shall submit reports, invoices and other materials prepared pursuant to this Agreement to Todd County's Authorized Representative, by mailing or delivering them to:

Director Todd County SWCDD 215 2nd Ave, S, Suite 104 Long Prairie, MN 56438

8. <u>Intellectual Property Rights.</u> PF acknowledges that any original copyrightable work created within the scope of his/her engagement is and shall remain Todd County's sole property as a "work for hire" under copyright law and PF irrevocably assigns any and all rights and interests in such work to Todd County. PF further

agrees to promptly disclose in writing all inventions, discoveries, improvements, formulas, techniques, and know-how (whether or not patentable and/or reduced to practice), made, conceived or learned of during the period of his/her employment which relate to or result from the actual or anticipated business of Todd County or from the use of Todd County's premises or property (the "Technology"). PF hereby irrevocably assigns to Todd County all rights and interest in such Technology and agrees to assist Todd County in every way at Todd County's expense, but without further compensation to protect said Technology, and to execute all documents which Todd County reasonably determines as necessary or convenient for the protection of said Technology. PF agrees to keep complete, accurate and authentic accounts, notes, data and records of all such Technology in the manner and form requested by Todd County. Such documentation shall be the property of Todd County and PF shall promptly deliver to Todd County such documentation upon his/her termination or upon Todd County's request at any time.

- 9. <u>Items provided by Todd County.</u> Todd County will furnish any data or materials in its possession relating to the Duties in Section 3 of this Agreement that may be of use to PF in performing the work. PF shall make an analysis of all data and information furnished by Todd County. All data or materials provided to PF will remain the property of Todd County and must promptly be returned to Todd County upon expiration or termination of this Agreement.
- 10. Minnesota PF Relationship. PF and Todd County agree that the relationship created by this Agreement is that of the Minnesota PFs. PF is responsible for the payment of any taxes, including, without limitation, all federal, state and local personal and business income taxes, sales and use taxes, other business taxes, and license fees arising out of PF's activities. PF will also keep in force all necessary public liability insurance and vehicle insurance with carriers that are satisfactory to Todd County and shall hold Todd County barmless form all claims, demands and suits arising from the acts of PF.
- 11. <u>Indemnification</u>. Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.
- 12. <u>Insurance</u>. PF shall procure and maintain for the duration of the Agreement, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by PF.

Minimum Scope of Insurance: Coverage shall be at least as broad as follows:

- a. General Liability coverage (occurrence form CG 00 01 or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Todd County must be named as additional insured. An excess or umbrella liability policy may be used in conjunction with primary coverages to meet the minimum limit requirements. Todd County must also be named as additional insured on the excess or umbrella policy.
- b. Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute for providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Todd County must be named as additional insured. An excess or umbrella liability policy may be used in conjunction with primary coverages to meet the minimum limit requirements. Todd County must also be named as additional insured on the excess or umbrella policy.
- c. Workers' Compensation as required by the State of Minnesota, and Employer's Liability insurance. If PF's employment is an excluded employment under Minn. Stat. § 176.041 and PF elects not to purchase workers' compensation coverage, PF shall provide Todd County with a written waiver of workers' compensation coverage in a form acceptable to Todd County. PF agrees that under no circumstances shall Todd County be responsible for workers' compensation for injuries suffered in connection with this Agreement.

<u>Minimum Limits of Insurance</u>: PF shall maintain **no less than** the following limits of insurance:

- d. General Liability Insurance, and if necessary, Umbrella Liability:
 - \$1,000,000 per occurrence
 - \$2,000,000 annual aggregate
 - \$2,000,000 products and completed operations aggregate
- e. Business Automobile Liability and if necessary, Umbrella Liability:
 - \$1,000,000 per occurrence
- f. Worker's Compensation:
 - as required by the State of Minnesota
- g. Employer's liability coverage with minimum limits of:
 - Bodily injury by accident: \$500,000 each employee
 - Bodily injury by accident: \$1,000,000 each incident

- Bodily injury by disease: \$500,000 each employee

Deductibles and Self-Insurance:

h. Any deductibles will be the sole responsibility of PF and may not exceed \$50,000 without the written consent of Todd County. Any request for a higher deductible must first be approved by Todd County after PF provides Todd County with financial documentation sufficient for Todd County to determine whether PF has the financial resources to cover the requested deductible.

Additional Insurance Conditions:

- PF's insurance shall apply as primary insurance with respect to any other insurance or self-insurance program maintained by Todd County. Todd County's insurance or self-insurance program shall be excess of PF's insurance and shall not contribute to it.
- j. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Todd County or its officers, officials, employees or volunteers.

Verification of Coverage:

- k. PF shall provide Todd County with certificates of insurance and original endorsements showing that PF has each type of insurance coverage and limits required under this Agreement. A Certificate of Insurance for each policy must be on file with Todd County within 10 days of execution of this Agreement and prior to commencement of any work under this Agreement. Each certificate must include a 10-day notice of cancellation, nonrenewal, or material change to all named and additional insureds. If insurance expires during the term of this Agreement a new Certificate of Insurance must be provided to Todd County at least 10 days prior to the expiration date. The new insurance must meet all the same terms as outlined in this Section 13. Todd County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against PF.
- 13. <u>Termination</u>. This Agreement shall automatically terminate upon the expiration of the term of this Agreement. This Agreement may be terminated by written agreement of the parties or by either party, without cause, by giving written notice of termination to the other party. Termination shall be effective on the date of such written agreement between the parties; or, if terminated by one party, 30 days after the written notice of termination is given. In the event of a breach of any term and condition of this Agreement, the Agreement may be terminated by the aggrieved party, if the other party has failed to cure the default within five business days after receiving written notice specifying the nature of the default, with such termination becoming effective upon expiration of the cure period. Upon termination of this Agreement prior to the expiration of the term, the compensation payable to PF

shall be the pro-rata portion of the total compensation payable in the same ratio as the percentage of services actually performed prior to termination in relation to the total services which would have been performed had the Agreement not been prematurely terminated.

- 14. <u>Data Practices.</u> PF must comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as it applies to all data provided to PF by the Todd County under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by PF pursuant to this Agreement. If PF receives a request to release data pursuant to this Section 8.2, PF shall notify Todd County immediately and consult Todd County as to how PF should respond to the request. PF's response shall comply with applicable law.
- 15. <u>Arbitration</u>. The parties agree to submit to binding arbitration all monetary disputes arising under this Agreement for claims of \$25,000 or less.
- 16. Audit. PF shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, PF shall allow Todd County or other persons or agencies authorized by Todd County, including the Legislative or State Auditor, access to the records of PF at reasonable hours, including all books, records, documents, and accounting procedures and practices of PF relevant to the subject matter of the Agreement, for purposes of audit.
- 17. Notice. Any notices required or permitted to be given under this Agreement: (i) shall be in writing signed by or on behalf of the party making the same; (ii) shall be deemed given or delivered (a) if delivered personally, when received, (b) if sent from within the United States by registered or certified mail, postage prepaid, return receipt requested, on the third business day after mailing, or (c) if sent by messenger or reputable overnight courier service, on the next business day after mailing; and (iii) shall be addressed to each party at its address set forth in this Agreement, or at such other address as the parties shall designate in writing by personal delivery, certified mail, or overnight courier service.
- 18. Miscellaneous. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect. This Agreement shall be governed by laws of the State of Minnesota, and the courts of the State of Minnesota shall have jurisdiction over any dispute which arises under this Agreement, and each of the parties shall submit and hereby consent to such court's exercise of jurisdiction, except to the extent that the parties have agreed to submit any dispute to binding arbitration. In any action to enforce rights under this agreement, the prevailing party shall be entitled to recover its attorney's fees and expenses incurred in such action. This Agreement supersedes all prior agreements and understandings between PF and

- Todd County, and may not be modified, changed or altered except as specifically set forth in writing and signed by both parties.
- 19. Compliance with Applicable Law. PF agrees to comply with applicable federal, state and local laws or ordinances, and applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to PF's performance of the provisions of this Agreement. It shall be the obligation of PF to maintain, pay for and obtain all licenses required by any governmental agency for the provision of those services contemplated herein.
- 20. <u>Debarment</u>. PF certifies that it is not prohibited from doing business with either the federal government or the State of Minnesota as a result of any debarment or suspension proceedings. PF's certification is a material representation upon which Todd County's approval of this Agreement is based. PF shall provide immediate written notice to Todd County's authorized representative if at any time PF learns that this certification is erroneous or becomes erroneous due to changed circumstances.
- 21. <u>Conflict of Interest</u>. PF affirms that, to the best of PF's knowledge, PF's involvement in this Agreement does not result in a conflict of interest with any party or entity, which may be affected by the terms of this Agreement. PF agrees that, should any conflict or potential conflict of interest become known to PF, it will immediately notify Todd County of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise Todd County whether PF will or will not resign from the other engagement or representation.
- 22. <u>Assignment and Delegation</u>. Neither party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other party.
- 23. <u>Successors in Interest.</u> The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
- 24. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies of this Agreement, including without limitation, those transmitted by facsimile or scanned to an image file, shall be considered originals.

IN WITNESS THEREOF, Todd County and Pheasants Forever, Inc. have executed this Agreement as of the day and year first written above:

Pheasants Forever, Inc., having signed this Agreement, and Todd County Board of Commissioners having duly approved this Agreement, and pursuant to such approval and the proper County officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

COUNTY OF TODD	PHEASANTS FOREVER, INC.
BY: Barbara Bocher	BY:
Barbara Becker, Chairperson	, President
Todd County	Pheasants Forever, Inc.
DATED: June 18th 2024	DATED:
BY: Senes Saeda	BY:
Denise Gaida, Auditor-Treasurer	, President
Todd County	Pheasants Forever, Inc.
DATED: June 18th 2024	DATED:
APPROVED AS TO FORM AND EXECUTION BY:	BY:
John Lindemann, Todd County Attorney	, Board Chair Todd County SWCD
DATED: 6/21/24	DATED:



Long Prairie River Watershed Collaborative Fiscal Agent Agreement

This Agreement is made and entered into between the Todd County Soil and Water Conservation District (SWCD) as Fiscal Agent for the Long Prairie River Watershed Collaborative, and those members of the Long Prairie River Watershed Collaborative (also referred to herein as the "LPRWC") who desire access to funds granted to the LPRWC and who have entered into this Agreement.

RECITALS:

WHEREAS, the parties are political subdivisions of the State of Minnesota, with statutory authority to carry out environmental programs in accordance with Minnesota Statutes Sections 103B,103C, 103D, 103E, 375 and as otherwise provided by law; and

WHEREAS, Minnesota Statute §471.59 allows the parties to jointly exercise powers common among them and provides for one or more of the parties to exercise powers on behalf of the participating collaborative parties; and

WHEREAS, Minnesota Statute §103B.101 provides for the adoption of a comprehensive watershed management plan also known as the "One Watershed, One Plan" (hereafter "1W1P"), which requires the collaborative parties coordinate with each other to maximize available resources and minimize duplication of services; and

WHEREAS, in 2022, the above Parties adopted both a §103B.101 1W1P for the Long Prairie River Watershed and a §471.59 Joint Powers Collaborative Agreement to implement said 1W1P, known as the Long Prairie River Watershed Collaborative (LPRWC) Agreement; and

WHEREAS, the collaborative parties desire to enter into this Agreement to allow the collaborative to appoint a fiscal agent to administer the Board of Soil and Water Resources (BWSR) Fiscal Year 2025 Watershed-Based Implementation Grant.

NOW, THEREFORE, in consideration of the mutual benefits that each party shall derive from this Agreement, the parties agree as follows:

- 1. Purpose. The Parties have entered into this Agreement for the purpose of designating Todd County SWCD to serve as Fiscal Agent for the LPRWC in relation to the BWSRs' Fiscal Year 2025 Watershed-Based Implementation Funding Grant ("WBIF Grant"). Said grant will be awarded to Todd County SWCD, on behalf of the LPRWC, to fund projects and programs included within the 1W1P denoted above. This Agreement does not apply to grant funds awarded directly to Todd County SWCD on its own behalf.
- **2. Term.** The Term of this Agreement shall be from the Effective Date, notwithstanding the dates of the signatures of the parties, and shall continue until this Agreement is terminated as provided in this Agreement.

3. General Provisions:

- a. Compliance with Laws/Standards. The parties agree to abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement.
- b. **Compliance with Long Prairie River Watershed Collaborative Agreement.** The parties agree to abide by the terms contained in the Long Prairie River Watershed Collaborative (LPRWC)
- c. Liability. The Parties agree that each is independently responsible for complying with this Agreement, the Watershed-Based Implementation Funding (WBIF) Grant Agreement, and the statutes, rules, and regulations which govern the Parties One Watershed One Plan (1W1P). No Party will be liable for any violation of any provision of applicable laws or the terms of this Agreement indirectly or directly arising out of, resulting from, or in any manner attributable to actions of any other Party or its employees, contractors, and agents. The Parties do not intend to waive any immunities, defenses or limitations of liability available to the Parties at law or in equity and the Parties expressly agree that the terms of this Agreement shall not be construed to constitute any such waiver. The requirements of this section shall survive the termination or expiration of this Agreement.
- d. Indemnification. The Parties agree to defend, indemnify and hold harmless Todd County SWCD as the Fiscal Agent, and its officers, officials, agents, volunteers and employees from any liability, claims, losses, damages, costs, judgments, or expenses, including reasonable attorneys' and other professional fees, resulting directly or indirectly from any negligent, tortious or illegal act or omission, including without limitation, professional errors or omissions by Partner (including its officers, employees, agents and subcontractors) arising from the performance of its services pursuant to this Agreement, and against all loss by reason of the failure of the Partner, its agents, employees or subcontractors fully to perform all obligations under this Agreement. For clarification and not by way of limitation, this obligation to indemnify and hold harmless shall apply to all materials prepared or furnished pursuant to this Agreement, including, without limitation, claims resulting from any alleged infringement of copyright or any property right of another, and the unlawful disclosure or use of protected data or other noncompliance with the Records and Information provisions set forth in this agreement. The terms and provisions of this section shall survive the expiration, suspension or termination of this Agreement.
- e. **Employee Status.** All personnel and contractors of the individual Parties, while engaging in the performance of this Agreement, shall not be considered the employees or contractors of any other Party by way of this Agreement. The individual Parties shall be responsible for their own employees, officers, agents, contractors and subcontractors and such personnel shall not be entitled to any compensation, rights, or benefits of any kind from any of the other Parties to this Agreement.
- f. **Use of Contractors**. The Parties may individually engage contractors to perform WBIF Grant Agreement and Grant Work Plan Projects and Programs. Each individual Party retains primary responsibility for its' own contracts and compliance with this Agreement.

- g. Workers Compensation, Prevailing Wage and Municipal Contracting Law. The Parties agree to specifically comply with and assure compliance with the following relating to employees, contractors and subcontractors:
 - Comply with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage.
 - Pay prevailing wage for projects in accordance with Minn. Stat. §§177.41 through 177.44.
 - Comply with the Uniform Municipal Contracting Law, specified in Minn. Stat. §471.345 and include supporting documentation of all bidding processes and bids.
- h. **Government Data Practices.** The Parties agree to comply with the Minnesota Government Data Practices Act, (Minn. Stat. Chapter 13), and the Official Records Act (Minn. Stat. Section 15.17), for the data collected, created, received, maintained, disseminated or stored by each respective party in relation to this Agreement and the WBIF Grant Agreement.
- i. Record Audits. The Parties agree that in accordance with Minn. Stat. §16B.98, Subd. 8, their books, records, documents, and accounting procedures and practices relevant to the WBIF Grant Agreement and Grant Work Plan are subject to examination by the Fiscal Agent, BWSR, and the state or legislative auditor for the later of the following: a minimum of six years from the end of the WBIF Grant Agreement, receipt and approval of final reports, or the required period of time to satisfy all state retention requirements.
- j. **Publicity and Signage.** The Parties agree that publicity related to work or services performed as part of the WBIF Grant Agreement and Grant Work Plan must identify BWSR as a sponsoring agent and includes those examples listed on the WBIF Grant Agreement. The Parties further agree they will not claim that the State endorses its products or services. In addition, the Parties agree they will comply with the requirements for project signage as provided in Minn. Laws 2010, Chapter 361, Art. 3, Section 5(b) for Clean Water Fund Projects.
- k. **Intellectual Property Rights**. The Parties agree that all Intellectual Property Rights as defined in the WBIF Grant Agreement, which are created and paid for under the same, belong to the State.
- Notices. Any notice required under this Agreement shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the Party to whom it is directed.
- m. **Minnesota Law Governs**. The laws of the State of Minnesota shall govern this Agreement and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in Todd County, State of Minnesota.
- n. **Compliance with the Minnesota Constitution**. The Parties each agrees to comply with the requirements of the Minnesota Constitution regarding use of the Clean Water Funds to supplement tradition sources of funding.
- o. **No Third-Party Beneficiary Rights.** Nothing in this Agreement is intended or may be construed to create third party beneficiary rights or to give any person or entity, other than the Parties to this Agreement, any legal or equitable right, remedy, or claim under this Agreement.

- p. **Assignments, Amendments and Waiver.** The Parties shall not assign any rights and obligations, nor make amendments to any part of this Agreement unless the assignment and amendments are in compliance with the WBIF Grant Agreement and are in writing and signed by an authorized official of all Parties to this Agreement. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit privilege, or service voluntarily given or performed by a Party shall give any other Party any contractual right by custom, estoppel, or otherwise.
- q. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- r. **Advancement.** Nothing in this Agreement shall be construed as requiring Todd County SWCD to advance any Todd County SWCD funds in the event WBIF Grant funds are insufficient to pay any obligation of the LPRWC or the Parties for any reason. Ineligible billings, programs, or projects under this Agreement and the WBIF Grant Agreement shall remain the obligation of the individual contracting Party. That Party shall retain primary responsibility for its' own contracts and compliance with this Agreement.
- 4. **Termination.** Unless extended by written agreement of the Parties, this Agreement shall terminate upon the occurrence of one of the following events:
 - a. Upon written agreement of all Parties; or
 - b. Upon termination of the WBIF Grant Agreement to Todd County SWCD on behalf of the LPRWC and the winding down of the affairs relating to the WBIF Grant Agreement; or
 - c. If the State of Minnesota cancels or terminates the WBIF Grant Agreement for any reason, the Parties agree that remaining available WBIF Grant funds will be paid, determined on a pro rata basis, for services satisfactorily performed under the WBIF Grant Work Plan; and once all available WBIF Grant funds have been expended, all outstanding expenses relating to such services shall be the sole responsibility of the individual Party performing or contracting for the performance of said services.

Upon termination of this Agreement, Todd County SWCD shall pay all outstanding LPRWC obligations, which are compliant with this Agreement and the WBIF Grant Agreement, from the funds managed by Todd County SWCD pursuant to this Agreement to the extent such funds are available. Should there be any surplus funds after all payments have been made and distributed as provided by the WBIF Grant budget, Todd County SWCD shall distribute those funds as provided by the LPRWC Agreement, except that Todd County SWCD shall continue to hold any grant monies and manage said monies in accordance with any grant agreement then in force which obligates Todd County SWCD to hold and/or manage such grant funds.

5. **Modification of Grant Agreement.** Todd County SWCD, acting as Fiscal Agent on behalf of the LPRWC for BWSR's Fiscal Year 2025 Watershed-Based Implementation Funding Grant ("WBIF Grant"), retains the right to seek modification of the WBIF Grant Agreement and/or its corresponding Grant Work Plan with BWSR.

Before such modification occurs, Todd County SWCD will review the details and rationale of such a modification with the LPRWC. The LPRWC will have the opportunity to provide feedback on such modification, and Todd County SWCD will make an effort to incorporate such feedback prior to submitting such a modification to BWSR.

- 6. **Fiscal Agent Reimbursement.** The fiscal agent will be reimbursed from BWSR's Fiscal Year 2025 WBIF Grant for time expended performing fiscal agent duties. Said reimbursement will occur at a minimum quarterly. BWSR billing rate calculators and itemization of time will be utilized.
- 7. **Todd County SWCD Responsibilities.** Todd County SWCD, acting as Fiscal Agent on behalf of the LPRWC for the WBIF Grant, will perform the following responsibilities.
 - a. Present proposed WBIF Grant Applications (or funding requests) and subsequent Grant Agreements to the Fiscal Agent's governing board for approval and acceptance. Said documents are to be based on the 1W1P and have been vetted through the Policy Committee and Technical Advisory Committee established in the LPRWC Cooperative Agreement.
 - b. Submit the WBIF Grant Application (or funding request) to the BWSR. Todd County SWCD will be the signatory on the corresponding Grant Agreement.
 - c. Administer the WBIF Grant as provided in the WBIF Grant Agreement and corresponding Grant Work Plan. This includes serving as the point of contact for the WBIF Grant Agreement and budgetary and accounting services, such as management of all operating budget funds, payment for contracted services and relevant bookkeeping and record keeping.
 - d. Administer the disbursement of public funds in accordance with the terms of this Agreement, the WBIF Grant Agreement and its corresponding Grant Work Plan, the purposes of the 1W1P, and state and federal laws, including posting grant information on Todd County SWCD's website and completing all grant reporting requirements (ex. BWSR's eLink system).
 - e. Establish a separate fund or funds for management of WBIF Grant monies, and all interest earned from established funds shall be credited back to those same funds.
 - f. Todd County SWCD Accounting policies and procedures shall apply to the WBIF Grant fund(s) managed by Todd County SWCD during the term of this Agreement. All funds shall be accounted for according to generally accepted accounting principles.
 - g. Maintain all pertinent books, records, documents and accounting procedures and practices required under the WBIF Grant and by state and federal law and make the same available to the LPRWC and the State Auditor upon reasonable notice.
 - h. Maintain all records related to the fund or funds and retain them in accordance with the record retention policy requirements of the Minnesota State Auditor.
 - i. Annually provide a full and complete audit report of the WBIF Grant per MN Statutes 471.59, Subd. 3.
 - j. Provide, at a minimum, quarterly accounting of the funds, receipts, and disbursements in relation to the WBIF Grant, in a timely manner to both the Plan Coordinator and Policy Committee established under the above-mentioned 1W1P.
 - k. Work collaboratively with the Policy Committee, Implementation Team and Plan Coordinator, established under the above-mentioned 1W1P, in performance of the responsibilities contained in this agreement.
- 8. **Parties' Responsibilities.** The Parties completing work on behalf of the LPRWC for BWSR's Fiscal Year 2025 Watershed-Based Implementation Funding Grant ("WBIF Grant"), will perform the following responsibilities.

- a. Comply with the provisions contained within the WBIF Grant Agreement and the corresponding Grant Work Plan.
- b. Adhere to all requirements, policies and procedures set forth in the most recent version of the BWSR's Grant Administration Manual, the applicable Request for Proposal (RFP) for the WBIF Grant, as well as any Grant Program Guidance and Policies from BWSR related to the WBIF Grant.
- c. Comply with the most recent version of all policies and procedures set forth by the LPRWC via its Policy Committee and/or Steering Committee.
- d. Submit to Todd County SWCD quarterly invoices with all supporting information. Invoices shall be submitted within 30 days after the quarter ends. Said invoices will itemize project and/or program costs consistent with the approved WBIF Grant Agreement and Grant Work Plan. Todd County SWCD will then distribute, on a quarterly basis, the WBIF Grant Funds based on approved invoices. Once all available WBIF Grant funds have been expended, all outstanding expenses relating to such services shall be the sole responsibility of the individual Party performing or contracting for the performance of said service, unless additional WBIF Grant funds have been made available to Todd County SWCD for the purposes of the WBIF Grant.
- e. Monitor all hours staff worked on any project or program under the WBIF Grant and report said hours on a quarterly basis to Todd County SWCD with all supporting information, utilizing an approved BWSR time tracking method.
- f. Incur all costs within the effective and expiration dates on the WBIF Grant Agreement.
- g. All services and work performed under the WBIF Grant Agreement must meet the State of Minnesota's satisfaction. If services or work is found unsatisfactory or performed in violation of:
 - WBIF Grant Agreement and/or Grant Work Plan
 - Any policies and procedures set forth in the most recent version of the BWSR's Grant Administration Manual and Grant Program Guidance and Policies from BWSR related to the WBIF Grant.
 - Most recent version of all policies and procedures set forth by the LPRWC via its Policy Committee and/or Implementation Team and/or
 - Federal, state, or local statutes, laws, rules, regulations, or ordinances, the individual Party performing the work or services (or contracting for the same) shall not be reimbursed by Todd County SWCD under this agreement and shall be solely responsible for repayment of already-reimbursed WBIF Grant funds relating to said work or services.

The individual Party will indemnify and hold Todd County SWCD harmless if such a finding occurs and shall return WBIF Grant funds to Todd County SWCD within 60 days of notification by the State of such a finding.

9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.



SOIL AND WATER CONSERVATION DISTRICT 215 1st Avenue South, Suite 104

Long Prairie, MN 56347

Phone: 320-732-2644 Fax: 320-732-4803

Projects Encumbered Status Report as of July, 2024 - Updates in red.

- 1. **James, 2019 Moran TWP-** roof is up. Cement is being poured. Need to meet with Kasen/Josh about a native planting.
- 2. **Helle, 2019 Germania TWP-** livestock crossing /access control- Main crossing project is complete; Fencing to be installed in this month. Flood damage has been repaired.
- 3. Rapatz, 2021Turtle Creek TWP-Critical Area Planting and Tree Shrub establishment-Complete
- 4. Benson, 2018 Kandota TWP- Critical Area Planting-Complete
- 5. Gabrelcik, 2024 Kandota TWP- shrub planting- Complete
- 6. Patnode, 2023 Eagle Valley TWP- Pit Closure
- 7. Arvidson, 2023 Wykeham TWP- Pit Closure
- 8. Zastrow, 2022, Long Prairie TWP- Pit Closure
- 9. Cebulla, 2024, Hartford TWP- No- till and residue mgmt.- Complete
- 10. Kniesl, 2019, Stowe Prairie TWP- Roof over/ stacking slab- started this week
- 11. Cronquist, 2017, Stowe Prairie TWP- Pit closure- started this week
- 12. Krause, 2023, Moran TWP- Irrigation upgrades
- 13. Jones, 2024, Bruce TWP- shoreline repair- Complete
- 14. Katterhagen, 2024, Hartford TWP- pit closure
- 15. Gieske, 2024, Kandota TWP- wetland restoration

