

Snake River Comprehensive Watershed Management Plan	Partnership makeup Meeting Agenda Meeting #6 <u>Location:</u> Kanabec Co. Courthouse Basement room #3-4 317 Maple Ave E Mora MN 55051	Date: Friday, April 5, 2024
		Time: 9:30 am – 11:30 pm
		In-Person Or Remote via. Google Meet

Partnership Members: Dan Gravley, Travis Leiviska, Kevin Belkholm, Kurt Beckstrom, Michael Cummins, Terry Lovgren, Tom Roeschlein

Alternates: Jon Sanford, Bob Hoefert, Kim Johnson, Bob Janzen, Joshua Mohr, Rick Mattson, Bret Sample, Kelly Henry

Invitees:

Staff: Teresa Wickeham, Ryan Carda, Deanna Pomije, Jerah Mattson, Paul Swanson, Mara Jade, Jeremy Williamson, Susan Shaw, Kyle Fredrickson, Andrew Carlstrom, Keenan Hayes, Janet Smude, Mitch Gindele, Willow Dean, Erin Hoxsie

Agencies: Barb Peichel, Zach Guttormson

Meeting Material & Homework:

- Meeting Outcomes 2/26/24
- Draft Buffer & Forestry Policies, Forester presentation

In-Person Meeting in the basement room of the Kanabec Co. Courthouse 317 Maple Ave E Mora MN 55051 OR

Remote Google Meet via. Computer or phone:

(If you haven't previously tested your computer/phone system using Google Meet, please log-in/call-in 10 min. early.)

Google Meet joining info:

Video call link: <https://meet.google.com/zkz-nzcm-hho>

Or dial: (US) +1 620-712-2538 PIN: 543 069 911#

More phone numbers: <https://tel.meet/zkz-nzcm-hho?pin=1809177303226>

Agenda Items

*Agenda Items for Approval / Roll Call Vote

Chair: Kurt Beckstrom, Mille Lacs SWCD

Vice Chair: Kevin Belkholm, Kanabec SWCD

Snake Watershed Mission: The mission of the Snake River Watershed Plan Partnership (SRWPP) is to implement the Snake River Comprehensive Watershed Management Plan. The Partnership seeks to facilitate collaboration across its member entities and connect landowners with the resources needed to manage their natural resources. The SRWPP strives to work with and empower landowners and partners in the restoration and protection of the watershed’s natural resources.

Start 9:30 am (120 min)		(Meeting Recorded)	
Partnership Meeting	Purpose	Lead	Start Times
Welcome – Introductions, as needed ‘What’s your favorite or most unique pet name?’ <u>Meeting Purpose</u> – Forestry presentation, Approval on buffer & forestry policies	INTRO	Chair	9:30 am
*Approve Agenda – suggest other agenda items	APPROVE	Chair	9:40
*Approve meeting outcomes: 2/26/24	APPROVE	Chair	9:45
*Project Policies – board questions follow-up (see memo)	REVIEW / APPROVE	Staff	9:50
*Proposal – Snake River assessment for projects (approving also the SOW)	REVIEW / APPROVE	Pine SWCD	10:00
BREAK (5 min.)			10:15

Public Input (10 min.)	HEAR COMMENTS	Chair	10:20
Forestry presentation <ul style="list-style-type: none"> ○ Forest Stewardship Planning ○ Forestry practices *Forestry policy	PRESENT / COMMENT	Pine SWCD	10:30
Funding Work Flow Process	PRESENT / COMMENT	Staff	10:50
*Project Policies (buffers)	REVIEW / APPROVE	Staff	11:00
Update: Outreach & Project Development	UPDATE	Staff	11:20
<u>*2024 Meeting Schedule</u> 9:30 am unless otherwise noted Basement room of the Kanabec Courthouse May 27, 2024 July 22, 2024 Sept. 23, 2024 Nov. 25, 2024 (meeting scheduled as needed) <u>Future Agenda Items:</u> <ul style="list-style-type: none"> • Anyone want to sign-up to bring treats for our next meeting?	REVIEW / APPROVE	Chair / Staff	End 11:30 am

Snake Watershed Partnership Meeting Outcomes –February 26, 2024, 10:00am-12:00pm

Location: Kanabec Co. Courthouse or Remote Google Meeting

Board: Travis Leiviska (Aitkin Co); Kurt Beckstrom, Jon Sanford (Kanabec SWCD); Tom Roeschlein (Kanabec Co); Terry Lovgren (Pine Co); *Michael Cummins (Pine SWCD), Dan Gravely (Atkin SWCD)

*remote attendees

Staff:

Kanabec SWCD: Deanna Pomije, Emily Larsen; Pine SWCD: Mara Jade; Pine Co: Erin Hoxie, Mike Gainor, David Minke; Aitkin SWCD: *Janet Smude; Mille Lacs SWCD: Willow Dean, Mille Lacs Co: *Mitch Gindele; BWSR: Barb Peichel, Zach Guttormson
Cross Lake: Don Duetsch

Purpose for the meeting

Approve Service Contracts. Seek comments on project vetting and project policies.

10:10 Roll Call – Beckstrom chairing

Beckstrom led the group in a round robin with everyone introducing themselves by answering an ice breaker question on a famous person they've met.

*Approval of Agenda

Motion by Lovgren, second by Gravely to approve the agenda as presented.

Affirmative: Beckstrom, Roeschlein, Sanford, Leiviska, Lovgren, Gravely

Opposed: None

Abstain: None

Motion Passed.

*Approval of the 1/22/24 Outcomes

Motion by Leiviska, second by Sanford to approve the 1/22/24 outcomes as presented

Affirmative: Beckstrom, Roeschlein, Sanford, Leiviska, Lovgren, Gravely

Opposed: None

Abstain: None

Motion Passed.

Project Policies (process, cost share rates)

Prior to delving into the policy, she the project vetting flow chart; showing how the Partnership board and Steering Committee are involved in the process and when. The chart was revised as requested to include the contract signing with the partner member and the landowner. Pomije reviewed with the board the draft Watershed Based Implementation Funds (WBIF) Project Policies.

Motion by Gravely, second by Leiviska to approve Section 1 - project selection and approval process of the WBIF project policies

Affirmative: Beckstrom, Roeschlein, Sanford, Leiviska, Lovgren, Gravely

Opposed: None

Abstain: None

Motion Passed.

In section 2 the grant funding process was mentioned coming in batches (50%, 40% & 10%) with the fiscal agent able to retain the last 10% on partner member's payment vouchers as needed. On the work plan amendments; it was requested to add in language to show the Steering Committee technical review on any proposed amendments. Questions arose on who is responsible for project cost overruns. Jade mentioned that it is the partner member's responsibility, as per their Master Contract. Another question came up on what is the required project bidding process and who is required to follow it. The MN statute on municipal bidding was mentioned but staff will look into this further.

Motion by Sanford, second by Lovgren to approve Section 2 – contracting process and policies of the WBIF project policies

Affirmative: Beckstrom, Roeschlein, Sanford, Leiviska, Lovgren, Gravely

Opposed: None

Abstain: None

Motion Passed.

Section 3 – cost share policies were reviewed. Beckstrom inquired about increasing the funding percent for landowners in need. Pomije explained that this was discussed in the committee and it was agreed to allow increasing the rates at the discretion of the individual partner boards and using a form (rural development) to verify landowner’s income levels.

Motion by Lovgren, second by Leiviska to approve Section 3 pg. 1 (cost share % graph) of the project policies

Affirmative: Beckstrom, Roeschlein, Sanford, Leiviska, Lovgren, Gravely

Opposed: None

Abstain: None

Motion Passed.

Pomije reviewed the proposed non-structural agriculture management practice incentive payment rates. These payments are meant to incentivize and promote good conservation practices (cover crops, reduced tillage) that are not universally in practice. It was mentioned that Aitkin SWCD has a drone available for seeding of cover crops. These rates are similar to what the Lower St. Croix and Rum Watersheds are using. Consistency across watershed lines helps in outreach and project development. The rates listed are generally slightly higher than what our federal partner (Natural Resources Conservation Service) provides.

Motion by Leiviska, second by Sanford to approve Section 3 pg. 2 (non-structural projects) of the project policies

Affirmative: Beckstrom, Roeschlein, Sanford, Leiviska, Lovgren, Gravely

Opposed: None

Abstain: None

Motion Passed.

The proposal from Pine SWCD for a Snake River assessment has been placed on hold until our planned March meeting.

+Partnership Insurance with MCIT – Pomije reviewed with the board the requirements to join MCIT. We need a sponsor, seeking out Pine Co. as our sponsor. BWSR commented that we may need a tax ID number – they will check with another watershed to confirm.

Motion by Lovgren, second by Gravely to approve joining MCIT

Affirmative: Beckstrom, Roeschlein, Sanford, Leiviska, Lovgren, Gravely

Opposed: None

Abstain: None

Motion Passed.

Motion by Lovgren, second by Leiviska to approve the denial of workman’s compensation

Affirmative: Beckstrom, Roeschlein, Sanford, Leiviska, Lovgren, Gravely

Opposed: None

Abstain: None

Motion Passed.

+Contract approval authority request and date authorized: Pomije explained the request for the Watershed Coordinator to have the authority to sign statement of work (SOW) contracts in lieu of the board chair on all board approved contracted work. Also requesting the contract approval date to be the date the board approved the contracted work.

Motion by Lovgren, second by Leiviska to appoint signing authority on SOW contracts to the Watershed Coordinator and have the SOW contracts be effective the date the board approved the contracted work.

Affirmative: Beckstrom, Roeschlein, Sanford, Leiviska, Lovgren, Gravely

Opposed: Hoefert, Roeschlein

Abstain: None

Motion passed.

Public Input: none

Update on new Watershed Hire by Kanabec SWCD

The Watershed Program Coordinator position closed 1/10/24 with 5 applicants. The selection committee (2 Kanabec SWCD Supervisors; Paul Swanson, staff Pine SWCD) decided the applicants lacked the experience they were seeking, so no interviews were called. They have decided to repost a new position description, increasing the experience required.

*Adjourn Meeting at 11:30am

Motion by Lovgren, second by Gravely to adjourn meeting at 11:30am

Affirmative: Beckstrom, Roeschlein, Sanford, Leiviska, Lovgren, Gravely

Opposed: None

Abstain: None

Motion Passed.

Next Meeting:

March 25, 2024, 9:30 am start

Future Agenda Items:

Review / approve forestry and buffer policies

Snake project assessment proposal from Pine SWCD

The board has requested the forester to come and explain the watershed's forestry planned work.

Snake River Watershed Partnership Board

3/25/24

Memo:

Subject: Board Questions follow-up from 2/26/24

At our 2/26/24 P'ship Board meeting questions arose in regards to the bidding procedures on projects and who will be responsible for project cost overruns. The P'ship Board is generally setting policies on procedures for the whole watershed. The member parties (SWCD & Co) are contracted individually to perform the work and in doing so also take on the risk in contracting with consultants and ensuring project work is done according to standards and following MN statute guidelines.

All partner members are held to follow the MN SS 471.345 UNIFORM MUNICIPAL CONTRACTING LAW. In summary this statute explains how project bidding is required based on the total cost of the project.

Our watershed WBIF grant funds also require us to follow the MN SS 16C.28 Contracts: Award. The statute details when prevailing wage is required to be followed.

Question for the Board:

Given the above requirements that our various members must follow according the MN Statutes. How does the board wish the Master Contract to state these requirements?

Currently (see the excerpt below) our Master Contract under the Legal Compliance section states: The Partner shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances related to its performance ...

Sited below is an excerpt from our Master contracts with highlights that may address these questions.

Cost Overruns:

Note the section on Cost Overruns specifying that the Partner (under a service contract) agrees that any cost overruns are the sole responsibility of the Partner.

Excerpt from our Master Contracts with partner members:

- (a) Contractors. If the Partner retains one or more contractors (collectively, the “**Contractor**”) to construct or implement the Project, the Partner will let the contract in accordance with **all applicable contracting laws**. The Partner agrees to do or comply with all of the following:
- (1) Award the contract and supervise and administer the Contractor’s construction or implementation of the Project to ensure it is completed in accordance with the SRWP Plan, this Agreement, and the Statement of Work;
 - (2) Require the Contractor to provide all payment and performance bonds required by law;
 - (3) Require the Contractor to name the SRWPP as an additional insured on all liability policies required by the Partner and require the SRWPP be given the same notification of cancellation or non-renewal as is given to the Partner;
 - (4) Provide the SRWPP copies of the Contractors’ certificates of insurance upon request;
 - (5) Require the Contractor to defend, indemnify, protect, and hold harmless the SRWPP and the Partner, their agents, officers, and employees, from all claims, actions, costs, and expenses, including reasonable attorneys’ fees, arising from negligent acts, errors or omissions of the Contractor; and
 - (6) Be responsible for supervising the work of the Contractor and ensuring the Project is completed in accordance with the Plans. However, the SRWPP may observe and review the work of the Project until it is completed.
- (b) Site Investigation. If the Project is a construction Project, the Partner shall perform all necessary investigations of the site to determine suitability to construct the Project and to identify any contamination or other conditions that may impact the construction of the Project. The Partner shall not proceed with the Project until all required environmental reviews and remediation of site contamination is completed, or a plan for remediation is approved by the appropriate regulatory agencies.
- (c) Construction or Implementation. All work performed by the Partner and its Contractor in furtherance of this Agreement must be performed in accordance with the Plans approved for the Project. The Partner shall be responsible for administering its contract with the Contractor and for overseeing construction or implementation of the Project.
- (d) Project Maintenance. The Partner is responsible for maintaining the Project once it is completed for the entire lifespan of the Project as described in the Statement of Work. Such responsibilities shall be described in an Operations and Maintenance Plan and formalized by written agreement between the Party and the landowner.
- (e) Maintenance Inspection. The SRWPP may inspect the Project and its maintenance at all reasonable times to determine the Partner’s on-going compliance with the Operations and Maintenance Plan.

1. Partner Obligations. In addition to the other obligations imposed by this Agreement, the Partner shall comply with the following with respect to the use of the Grant Funds and construction or implementation of the Project.
 - (a) Use of Grant Funds. The Partner shall only use the Grant Funds for the eligible costs of the Project as described in the Statement of Work issued for the Project.
 - (b) Oversight. The Partner shall ensure the Project is designed and overseen by persons with credentials and using specifications as specified in funding source policy, SRWPP policy, and the Plans.
 - (c) Cost Overruns. Unless the overruns were previously approved by the Parties, the Partner agrees that any cost overruns are the sole responsibility of the Partner.
 - (d) Reporting. The Partner shall submit regular progress reports to the SRWPP on the status of the Project as may be further specified in the Statement of Work. The Statement of Work may require a Project close-out meeting with the SRWPP staff prior to the Project completion date or as may otherwise be specified in the Statement of Work.
 - (e) Accounting and Record Keeping. The Partner will keep financial records, including properly executed contracts, invoices, and other documents, sufficient to evidence in proper detail the nature and propriety of the expenditures for all expenditures of Grant Funds made pursuant to this Agreement. Accounting methods will be in accordance with generally accepted accounting principles.
 - (f) Capital Equipment and Real Property. Grant Funds shall not be used to purchase capital equipment or real property unless expressly authorized in the Statement of Work.
 - (g) Subgrantee Obligations. If any portion of the Grant Funds come from grants provided to the SRWPP, the Partner agrees to comply with the terms and conditions of the associated grant agreement, including performing the duties of the SRWPP under the grant agreement as may be needed given the Partner's role as the entity responsible for constructing or implementing and administering the funded Project. The SRWPP and the Partner agree to work cooperative and in a timely fashion to satisfy the requirements of any such grant agreements.
 - (h) SRWPP Policies. The Partner shall comply with the applicable provisions of the SRWPP Policies adopted by the SRWPP in constructing or implementing the Project.
 - (i) Legal Compliance. The Partner shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances related to its performance under this Agreement and in constructing or implementing a Project pursuant to a Statement of Work. Failure to comply shall constitute a material breach and serves as just cause for the SRWPP to terminate this Agreement immediately upon providing a written notice of termination.

2. **STATEMENT OF WORK.** No Project will be funded under this Agreement unless the parties first agree to and execute a Statement of Work for the specific Project. Each Statement of Work approved by the parties is incorporated into and made part of this Agreement by reference. A Project authorized by a Statement of Work shall be carried out and funded in accordance with the terms and conditions of this Agreement. Each Statement of Work shall, at a minimum, identify or address each of the following:

- (a) Project name, location, and a general description of the purpose for the Project;

STATEMENT OF WORK 2024

Pine County Soil & Water Conservation District

TO THE MASTER PROJECT AGREEMENT BETWEEN SNAKE RIVER WATERSHED PLAN PARTNERSHIP AND PINE COUNTY SOIL & WATER CONSERVATION DISTRICT

This Statement of Work is issued and agreed to pursuant to the Master Project Agreement entered into between Snake River Watershed Plan Partnership ("**SRWPP**") and the Pine County Soil & Water Conservation District ("**Partner**") and is subject to the terms and conditions of the Master Project Agreement. All grant activities associated with Project specified and detailed herein shall be performed in accordance with the Master Project Agreement, SRWPP Partnership Policy, the funding source's grant agreement, BWSR Grant Administration Manual (if BWSR is the funding source), and applicable federal, state, and local laws, rules, regulations, and ordinances.

I. SCOPE OF PROJECT

Partner will carry out certain activities to accomplish the Project as follows:

- A. **Project Name and ID:** Project Scouting and Surficial Geologic History of Snake River Watershed CY2024-26, Pine County SWCD, Within the Plan's priority areas.
- B. **SRWPP Grant Funding Source:** SRWPP WBIF FY24 C24- 0093
- C. **RRWP Plan Goals:** Describe how the Project advances the goals in the SRWPP Snake River Comprehensive Watershed Management Plan (SRCWMP) and grant funding source work plan:

This project request is for the funds required for engineering assistance from Freshwater Society employee Carrie Jennings. The purpose of these field days is to identify potential project locations, collect information to develop a report on flooding between Mora and the Snake River's outlet, and educate staff on the geologic history of the landscape and how that influences the resource concerns of the watershed. The field days will comprise of approximately 4 field days traveling the Snake River State Trail and 1 field day in support of a project under development by Pine SWCD.

This work will pursue plan goals for 2024 in the following areas:

- Direct accomplishment of plan goals
 - SWQuan-1 - Develop a report to investigate the flooding causes and impact areas between Mora and the Snake River's outlet with the St. Croix and provide outreach/education to the stakeholders on the report's results
 - H-8 – Carry out dams and culverts inventory, where incomplete
 - Supporting the planning of large bluff project (~900 ft of structural BMP installation) on the main stem of the Snake River
 - SWQual-23 – Install 10-14 structural BMPs
 - SWQual-24 - Complete 1,400+ feet of streambank buffers for habitat improvement and channel stabilization
 - H-12 – Complete stream restoration projects
 - H-16 – Implement 10 stream restoration and channel stabilization projects
- Indirect accomplishment of plan goals through project scouting
 - SWQual-23 – Install 10-14 structural BMPs

- SWQual-24 - Complete 1,400+ feet of streambank buffers for habitat improvement and channel stabilization
- SWQual-25 - Implement 10 stream restoration and channel stabilization projects
- SWQual-27 – Promote and install feedlot runoff management and other BMPs, targeted first within shoreland areas
- SWQuan-4 – Establish permanent streamflow monitoring locations at outlets on the mainstem Snake River
- SWQuan-8 - Install lake and stream shoreland restoration projects with a focus on retention and infiltration within the floodplain areas
- E-2 - Install or adopt 5–7 restoration/soil saving BMPs (shoreland buffers, forest riparian plantings, etc.)
- H-12 – Complete stream restoration projects
- H-13 – Complete feasibility studies for stream restoration projects
- H-16 – Implement 10 stream restoration and channel stabilization projects
- Indirect accomplishment of plan goals through better educated employees at member entities

D. Project Timeline: Project must be completed between the date of the execution of this agreement and December 31, 2025. Expenses incurred outside of these dates are not eligible for reimbursement.

E. Grant Funding Source Work Plan Activity: Project Development

Activities must be completed in a manner consistent with the Grant Work Plan (exhibit A) and align with the Snake River Comprehensive Watershed Management Plan’s Implementation Actions & Plan Implementation Programs, attached hereto as exhibit B.

Activity Deliverables:

- WBIF grant activity type: Engineering Assistance
- Conservation practice: NA
- Priority benefitting waterbody: Snake River Main Stem
- Project deliverables and description: A report detailing the potential projects found.
- Timeline: Complete tasks by Dec. 31, 2025
- Landowner name (if applicable): NA
- Pollutant reductions (if applicable): NA
- Project effective life for which the Partner will be responsible for operations & maintenance of the Project: NA
- Activity location map, if applicable: Snake River Main Stem to be served by this project.
- Activity photos, if applicable: NA

2. Staff Involvement and Roles:

Pine County SWCD staff (or successor), Pine County SWCD, has primary responsibility for oversight and administration of the above grant activities.

Pine County SWCD staff (or successor) will provide project development and outreach/education to implement the Project.

II. ALLOCATION OF GRANT FUNDS

Partner will be reimbursed in **an amount not to exceed \$10,000 for Engineering Services,**

Follow policies and procedures in the MN Board of Water and Soil Resources Grants Administration Manual, including but not limited to:

- a) Invoicing the Snake Partnership's Fiscal Agent at hourly rates allowable in the "Determining a Billing Rate" section if applicable.
- b) Documenting expenses according to the "Time and Effort Documentation" section. Invoicing only for expenses allowed by the MN Board of Water and Soil Resources One Watershed One Plan document titled "Allowable Costs for Planning Grants," or future modifications of that document.

III. COMMITMENT OF GRANT MATCHING FUNDS

Partner will contribute at least **\$0** of non-state match to the Activity's grant funding source.

IV. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Statement of Work the day and year signed below.

**SNAKE RIVER WATERSHED PLAN
PARTNERSHIP**

**Pine County Soil & Water Conservation
District**

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

**Exhibit A: Snake River Watershed Plan Partnership Grant Work
Plan 2024-25** (ver. 12/8/23) Attached...

EXHIBIT B:

**SECTION 3.0
PLAN**

SNAKE RIVER COMPREHENSIVE WATERSHED MANAGEMENT

IMPLEMENTATION ACTIONS

Table 3.3 Surface Water Quality Implementation Table:

Water Quality — Goal 1: Reduce phosphorus loading to priority impaired lakes by a combined total of 4,200 pounds over the 10-year plan

SWQual-8	Complete sub-watershed analysis to identify priority BMP locations	Goal 1 Priority Lakes (Figure 3-1)	2-6 sub-watershed analyses completed	SWCDs, Counties / LA	■		■	\$60,000◊
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Snake River Watershed Woodland Stewardship Planning Cost Share Program

If you own forested property in the Snake River Watershed, you may be eligible for partial or full reimbursement on the cost of a woodland stewardship plan. Some forest land in the watershed plays an important role in protecting lakes, streams, and groundwater. Our goal is to keep these forests healthy so that they can continue to protect water quality for years to come.

A woodland stewardship plan uses the knowledge and experience of a professional forester to help you accomplish the goals and objectives of your forest.



If your forest is identified as having the most benefits for clean water, you are eligible for reimbursement on the cost of a plan up to DNR cost-share rate. In order to be eligible, you will agree to enroll your land in the [Sustainable Forests Incentives Act](#) program within the first year after receiving your plan. This program pays an incentive annual payment to you if you agree to keep wooded areas undeveloped for a set number of years. You will also agree to implement one project within the first five years identified during the planning process.

How the program works:

1. Contact your local SWCD. If your forest is in a priority area, you will be eligible to be reimbursed for the full cost of a woodland stewardship plan, up to the MN DNR cost share rate.
2. If eligible, your local SWCD will help you fill out a contract. You can choose to work with a SWCD Forester or any MN DNR approved plan writer.
3. The contract will be approved by the local SWCD. No work can start on the plan until the contract is approved.
4. Once the contract is approved, you can get started on your plan. Work with your forester to schedule time to walk in the woods and learn more about your forest.
5. Once the plan is complete, it will be sent to the MN DNR for their final approval.
6. The last step is to submit a copy of your receipt and approved plan to your local SWCD.
7. The board will approve reimbursement of the full cost of the plan up to the MN DNR cost share rate at their next board meeting. A check will be sent to you after the meeting.
8. The current DNR cost-share rate for stewardship plans is \$300 + \$9/acre (when contract is signed, stewardship plan rate will stay static whether or not rates change after contract is signed).



Landowner Agreement Woodland Stewardship Plan Cost Share



General Information

Organization Name <div style="text-align: center;">SWCD</div>	Contract Number
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*If contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name	Address	City/State	Zip code
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* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Woodland Stewardship Plan Location

Township Name	Township	Range	Section	1/4,1/4
Parcel ID Numbers				

Agreement Information

I (we), the undersigned, do hereby request assistance to help defray the cost of a woodland stewardship plan located in the Snake River Watershed. It is understood that:

1. This contract, when approved by the organization board, will remain in effect unless canceled or amended by mutual agreement, except when the plan is not completed by _____ (date), this contract will be automatically terminated on that date.
2. Reimbursement requests must be supported by a copy of the approved plan and a receipt from a MN DNR approved plan writer <https://www.dnr.state.mn.us/foreststewardship/plan-writers.html>.
3. **The landowner agrees to enroll in the Sustainable Forests Incentives Act within one calendar year of plan completion and implement at least one identified project in the plan within 5 years.** If this is not completed, the landowner agrees to pay back the full cost of the plan.
4. No work on the plan can begin prior to board approval.
5. This agreement will cover the full cost of the plan, up to the MN DNR cost share rate.
6. The landowner will not accept any other state or federal funds for this plan.

Applicant Signatures

Date	Land Occupier
Date	Landowner, if different from applicant Address, if different from applicant information:

Total Number of Woodland Stewardship Plan Acres

Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of **\$300 +\$9/acre.**

Board Meeting Date	Authorized Signature	Total Amount Authorized \$
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Snake River Watershed Partnership Board

Memo:

4/5/24

Subject: Forestry Policy contracting options

As forest stewardship planning are lower cost items to fund, this poses a question on how to contract this work with the Snake Partnership, a procedural question. A 20-acre forest stewardship plan (using the current rate) will run \$480.

Encumbering Funds:

Option 1: using a statement of work (SOW)

Similar to other contract for services statements of work (SOW) – contract this work through a partner member (or through one member that processes the contracts for the whole watershed), possibly lumping an estimated dollar amount they expect to pay landowners for forest stewardship planning. The partner member will track the spent funds against a not to exceed contracted amount.

Option 2: No statement of work

Due to the low cost of the plans, this option does not involve using a SOW contract. Instead, a partner member (or through one member that processes the contracts for the whole watershed) will use an agreed upon estimated dollar amount they expect to pay landowners for forest stewardship planning. This option may be processed through the Steering Committee's technical / eligibility vetting process. The partner member will track the spent funds against a not to exceed agreed upon dollar amount.

Both options should include a way to track the encumbered funds against our grant categories budget.

***Requesting** \$5,000 in encumbered funds to work on forestry planning following the P'ship board approved forestry stewardship planning cost-share policy.

Contracting forest stewardship plan cost-share with landowners:

Option 1: SWCD signs contract

Similar to other cost-share contracts with landowners for conservation project work, enable an LGU partner member (Pine SWCD willing) to sign the contracts with landowners for funding on forest stewardship planning, possibly for the whole watershed.

Option 2: Partnership signs contract

As forest stewardship planning is proposed to be done as a whole for the entire watershed, this option has the Partnership signing off on the forest stewardship plan cost-share contracts with landowners.

Which ever board is the signor on these contracts would have the responsibility of follow through in the event of a breach of contract. For example, if a landowner does not complete their one project within the 5-year period.

***Requesting** Josh Tank (shared forester for the Snake Watershed) the authority to sign off on forest stewardship plan cost-share contracts for the whole watershed.

SRWPP Proposed Funding Work Flow



Admin - WBIF 2024	\$145,000.00
Edu/Info - WBIF 2024	\$98,666.00
Prog Devel - WBIF 2024	\$194,466.00
Tech/Eng - WBIF 2024	\$50,000.00
Plan/Assess - WBIF 2024	\$104,418.00
Ag Practices - WBIF 2024	\$80,131.40
Livestock Waste Practices - WBIF 2024	\$30,701.50
Nonstructural Practices - WBIF 2024	\$20,883.60
Shoreline Protection - WBIF 2024	\$167,395.40
Forest Practices - WBIF 2024	\$38,286.60
Groundwater - WBIF 2024	\$1,740.30
Urban Practices - WBIF 2024	\$5,220.90
Wetland Restoration - WBIF 2024	\$17,403.00
SSTS - WBIF 2024	\$70,158.30
	\$1,024,471.00



* SRWPP may pay a contractor directly, pending Board approval, if project costs are high/burdensome on the partner entity and/or landowner

Proposed Shoreline Buffer Policy:

Critical Area Planting, NRCS Practice Standard 342, will be followed in the design and implementation of shoreline buffers. For shoreline buffer plantings with an average width equal to or less than 10ft, a cost share rate of 50% will be used. For shoreline buffer plantings and average width of 11ft to 25 ft, a cost share rate of 75% will be used. For shoreline buffer plantings greater than an average width greater than 25%, a cost share rate of up to 90% may be used. Up to 25% of the shoreline may be excluded from the shoreline buffer for the purpose of recreational use and/or water access and still be eligible for cost share.

Rationale presented by Mara:

Utilizing Critical Area Planting NRCS Practice Standard 342 because it is the practice I was able to receive Job Approval Authority for designing and installing shoreline buffers.

In my experience in working with shoreline owners, asking for a 25 ft minimum width is a non-starter when it comes to shoreline buffers. This can be for a number of reasons, from landowner willingness to limited shoreline area.

I have seen a growing interest in buffer plantings during the last 3 years. I see value in establishing some conservation instead of no conservation as well as an opportunity to develop relationships/outreach with shoreline owners and lake associations. I also think it's important to give shoreland owners an opportunity to have some investment in their lake's water quality.

Shoreline Buffers in the Plan:

- SWQual-6 – protect, stabilize, or restore 1,000+ feet of shorelands using native buffers and other BMPs
- SWQual-24 – Complete 1,400+ feet of streambank buffers for habitat improvement and channel stabilization
- LC-8 – Install shoreland buffers, un-mowed buffers, buffer demonstrations, and rain gardens or similar urban BMPs (goal being 400-2,400 linear feet of buffers installed)
- SWQuan-8 – Install lake and stream shoreland restoration projects with a focus on retention and infiltration within the floodplain areas
- E-2 - Install or adopt 5–7 restoration/soil saving BMPs (shoreland buffers, forest riparian plantings, etc.)

Snake River Watershed Plan Partnership WBIF Project Policies

Purpose: This policy establishes an administrative process regarding how the Watershed Based Implementation Funds (WBIF) will be spent implementing the Snake River Watershed Comprehensive Watershed Management Plan (SRCWMP).

This document outlines:

- 1) Project selection and approval process;
- 2) Contracting and payment process and policies; and
- 3) Cost share rates and policies

This policy is intended to be reviewed annually and may be altered at any time to adjust for unforeseen projects and funding opportunities upon approval by the Snake River Watershed Plan Partnership (SRWPP) board.

Additional documents should be used in conjunction with this document: 1) Projects ranking application form, 2) MN BWSR applicable grant policy and grants administration manual.

Roles and Parties Definitions

Fiscal Agent: Pine County, Erin Hoxsie

Coordinator: Kanabec Soil and Water Conservation District

Members: Any local government that has signed the Joint Powers Agreement establishing the SRWPP.

Steering Committee: The Steering Committee consists of one staff member from each party of the JPA.

Board: The SRWPP Board consists of one representative from each party to the JPA.

Project: Any request for SRWPP WBIF funds. Projects may include requests for staff time funding, consultant(s) work services (with SRWPP Board approval) or labor and/or materials to install a best management practice.

Section 1. Project selection and approval process

Project Eligibility

The first step in project selection is to determine whether the project is eligible for WBIF funding.

Eligibility:

The following criteria determine whether a project is eligible to be implemented with WBIF Funds:

1. Projects must meet the eligibility requirements of the Board of Water and Soil Resources WBIF.
2. Projects must be identified within an activity/category of the current fiscal year's grant's work plan.
3. Eligible projects must be within a **Priority Areas as identified in section 3.0 in the Snake River Comprehensive Watershed Management Plan (CWMP)** or for projects that maintain or enhance watershed-based ecosystems.

The Eligibility and Ranking Sheet score must be a "yes" for all eligibility questions for a project to be eligible to use WBIF. All "yes" projects are eligible to move on to the funding ranking step in the project selection process.

Funding Request Components

Each funding request from a member must include a completed Project Ranking Sheet and Statement of Work. The Project Ranking sheet will be located on a central database and should be filled out there. The activity statement of work can be downloaded from the database and sent to the coordinator.

Funding Request Ranking

All projects determined to be eligible for WBIF funds will be scored using the Eligibility and Ranking Sheet, except for projects requesting funds for plans/assessments, education/outreach purposes, staff time, and technical/engineering services. The spreadsheet must be completed by the member wishing to receive funding for a project. The sheet determines if a project's eligibility for grant funds and scores the projects against comparable criteria.

For projects that are eligible the coordinator will send the completed Eligibility and Ranking Sheet, where applicable, and any supplemental information by email to the Steering Committee for electronic review (See Funding Request Periods). Each Steering Committee member shall reply within the timeframe specified by the coordinator with their recommendation to "fund," or "do not fund,". The Steering Committee will meet to discuss proposed projects. Steering Committee meetings will typically be held the morning of the second Monday of the month. All Steering Committee approved funding requests equal to or above \$20,000 will be referred to the Board for consideration where funding approval is by majority vote.

Steering Committee and Board funding decisions may include consideration of available funding, cost effectiveness, matching funds leveraged, degree to which other funding has been pursued, and criteria as established in the SRCWMP and the accompanying WBIF work plan. If insufficient grant funds exist to fulfill current and anticipated funding requests, projects will be scored against each other. If tied, the project with a better value calculation on the dollars spent per pollutant reduced will be funded. Additionally, projects specifically mentioned in the grant work plan will receive priority over those that are not.

Staff Time Funding Requests

Certain WBIF activities are primarily to fund staff time but are nonetheless often referred to as “projects” in this policy. These activities include Education/Information; Administration/Coordination; Project Development (PD); Technical/Engineering Assistance (TA); and planning, assessment, and special studies. Funding requests for these activities use the same process described above. Consideration of these requests shall focus on achieving the CWMP goals consistent with the grant work plan and policies.

Summarized Project & Program Approval Process



Funding Request Periods

Funding requests must be submitted to the coordinator by the first Monday of the month with a planned Partnership Board meeting (Partnership Board meetings: January, March, May, July, September, November or as needed), one week prior to the Steering Committee meeting. Steering Committee recommended projects equal to or over \$20,000 in requested grant costs will go to the SRWPP Board during any of the regularly scheduled meeting months (January, March, May, July, September, November). The Partnership Board may schedule meetings as needed outside of the every other month schedule.

Cost Share Rates and Policies

Approved funding requests must comply with the SRWPP Cost Share Rates and Policies found in Section 3.

Appeals

The Board will review and make a funding decision on all projects equal to or over \$20,000. Decisions of the Board are final. Projects may be re-submitted for reconsideration if changes are made in response to input from the Steering Committee or board.

Project Splitting or Grouping

Members may make a single funding request for a grouping of similar projects.

Requests for Future Funds

Requests will not be considered for future rounds of WBIF grant funding that is not yet in-hand. However, Members are encouraged to make future projects known during grant work planning.

Revisions to the Project Ranking Application From

The Steering Committee may revise the Project Ranking Application From. Grammatical, formula and other edits that do not change project eligibility may be made at the discretion of the Coordinator and Fiscal Agent. Other edits shall be approved by the Steering Committee and notice provided to the Board.

Section 2. Contracting Process and Policies

Contracts

Upon approval of a funding request by a Member, the Member will execute an agreement and statement of work with the SRWPP. The Board may choose to authorize the Chair or Coordinator to execute the agreement.

The Member must execute a cost share contract with landowner for any structural or non-structural best management practices. That agreement must contain operation and maintenance provisions throughout the duration of the project's anticipated life. Such agreements must contain a deed recording for projects with a grant cost equal to or greater than \$20,000. Such deed restrictions shall expire at completion of the anticipated project life, as specified in the landowner agreement. Deed recordings are not required for publicly or tribally owned land, permanently protected land, or fee to trust land.

Payments

All requests for reimbursement must be submitted to the Fiscal Agent and made on forms provided by the Fiscal Agent that include signatures of responsible parties overseeing the work. Requests for reimbursement of direct payments must be substantiated by receipts, paid invoices, or similar documentation in accordance with Grant policy and acceptable to the Fiscal Agent. Requests for staff time reimbursement must be substantiated by a log of hours worked and billing rate calculations in accordance with Grant policy and acceptable to the Fiscal Agent. All documentation must include dates of services. It is the Member's responsibility to know and comply with State grant and the Snake River Watershed Plan Partnership Policies.

Fiscal Agent authorization to issue payments: The Fiscal Agent is authorized by the Board to issue payments for approved projects and report these transactions quarterly at Board meetings.

Payment Process: The Member will pay all expenses up front. The Fiscal Agent will reimburse the Member as directed by the Fiscal Agent's board, within work plan limits, and considering recommendation of the Member.

10% Retainage: The Fiscal Agent will issue reimbursement payments, except 10% may be retained. Any retained amounts will be paid after Board of Water and Soil Resources releases the final 10% of grant

funds.

Payment as grant funds are available: The Fiscal Agent will issue reimbursement payments as grant funds are available. Grant funds are provided to the Fiscal Agent by the State in 50%-40%-10% payments with reconciliation processes that may cause delays between those payments. The Fiscal Agent's board may prioritize payments and may issue partial payments if available funds are insufficient to pay all reimbursement requests.

Progress Payments: Members may request progress payments before final completion of work on project contracts, provided they comply with grant requirements. Prior to authorization for progress payment, the Member must attest that the request for payment has merit, the payment request is equal to or less than the percent of work that is complete, and that the project will still be completed within the contract timeline.

Documentation required with payment requests:

- Executed landowner contract (if applicable).
- Operation and Maintenance Plan. Typically included in the landowner contract.
- Payment voucher. Vouchers should include sign-off by the designer or technical staff with project oversight and Member administrator.
- Vendor invoices. Invoices must include the vendor name; materials, labor or equipment provided; component unit costs; invoice date; and date(s) work was performed.
- Staff time and hourly rate documentation (when applicable) consistent with grant policy.
- Pollutant reductions (for completed projects, if applicable). Calculations or models must be consistent with BWSR grant guidelines.
- Certified as-build design (for completed projects, if applicable).
- Before and after photos.
- Certifies that the project complies with any prevailing wage requirements (if applicable).

Advance payments: Advance payments of grant funds are discouraged but may be considered. Such requests will be made during the request for funds and project ranking process. If the funding request is approved, a recommendation of advance payment may be provided to the Fiscal Agent by the Board. The Fiscal Agent shall make the final decision regarding whether to issue advance payment and provide reasoning.

Invoicing frequency: Staff time payment requests may be submitted up to quarterly. Installation or other requests can be submitted up to monthly.

Project Statement of Work Amendments

A Project statement of work amendment may include (a) requests for additional Partnership funding or (b) a change to the scope and type of work that results in reduced benefits such that the Partner agreement for the project must be modified.

Changes in funding or scope will be approved as follows:

≤10% funding change and if the change of scope remains proportional to the original agreement: The Member submits a request to the Fiscal Agent. **The Steering Committee will review the amendment request against approved vetting criteria and grant procedures.** The Fiscal Agent can approve the amendment.

>10% funding change or if the change of scope is not proportional to the original agreement: Member must submit the request to the Fiscal Agent. The Fiscal Agent will notify the coordinator to place the

Approved by SRWPP Board: 2/26/2024

item on the next scheduled Partnership Board meeting agenda. The member must present the requested change to the Partnership Board for approval/denial.

After the Fact Funding Requests

Work to be paid or reimbursed must occur after a funding request is approved and associated contracts executed.

Designer Credentials

Project designs must have sign-off by a person with credentials acceptable under grant policy such as job approval authority or professional engineer. The NRCS Field Office Technical Guide, MN Stormwater Manual, BWSR Native Vegetation Establishment and Enhancement Guidelines, or other standards generally accepted by the engineering profession must be used for project design, construction, operations and maintenance.

Section 3. Cost Share Policies

Cost-share and local match

General funding rates for all project types are described in the table below. The rates below are guidelines with each Member having discretion to modify the rate based on their individual board’s policies. If Members increase the cost share rates from the listed below; they will be asked to consult with the Steering Committee to ensure plans are in place to satisfy the grant’s overall required match (WBIF 10%).

Match for the WBIF grant must be from a non-state source and comply with all grant policy. Non-state funding sources may be used to fund any project at 100% if consistent with the administrative requirements of the funding source.

Grant activity	WBIF Cost Share Funding Rate Guidance	Non-State Match Required*
Administration/Coordination	100%	0%
Education/Information	100%	0%
Project Development	100%	0%
Tech/Engineering	100%	0%
Planning, Assessment, & Special Studies	100%	0%
Ag Non-Structural	Incentive-Based	0%
Ag Practices	75%	25%
Livestock Waste Practices	75%	25%
Shoreline Protection	75%	25%
Forestry Practices	75%	25%
Groundwater	75%	25%
Urban Practices	75%	25%
Wetland Restoration	75%	25%
SSTS	TBD	TBD

*Percentage of WBIF grant funds.

Ineligible Projects

Required projects - Cost share is not available for projects required by local, state or federal rules or ordinances.

Grant work plan & policies – Projects must be consistent with the funding source grant work plan or grant policies.

Non-Structural Agriculture Practice Policy and Incentive Rates

Incentives to install or adopt non-structural best management practices that improve or protect water quality are eligible for use of funds. The goal of these practices is ongoing landowner adoption unless otherwise approved by BWSR.

Non-structural BMPs will be planned and implemented according to the Natural Resource Conservation Service standards and specifications found on the Electronic Field Office Technical Guide (EFOTG). However, seeding dates for cover crops may follow Midwest Cover Crop Council seeding guide recommendations.

For all non-structural BMP practices, cost share funding will be comprised of a flat per acre rate incentive based on the Minnesota NRCS Practice Average Annual Cost Information Spreadsheet FY2018 (or more recent as it becomes available) and the Practice Cost Information Workbook Tool 2019 (or more recent) found in the EFOTG.

Contract length

Practices will be planned for 1- or 3-years of implementation.

1-year contracts are available to allow landowners to start small by trying a practice with little commitment. 1-year contracts apply to only cover crops.

For practices with 3 years of implementation, practices may be implemented on the same acres for the 3-year duration (required for nutrient management and prescribed grazing), practices may move with the rotation but must implement the same amount or greater acres in years 2 and 3, or two or more practices may be implemented on the same acres for the 3-year period alternating years (i.e.: Plant cover crops after corn harvest, no-till soybeans the following year).

Contract Payments

The timing of payments shall be made at the discretion of the Member contracting the practice with the landowner/operator. Payments may be made all up-front, upon the first season's certification by the Member OR payments may be made after each season's certification by the Member, for both one- and three-year contracts. Certification includes verification of seeding, seed mix, and rate or other required parameter, depending on the practice. The practice must be certified and inspected by the Member annually for three-year contracts to ensure implementation. If the practice is not continued in years 2 & 3 as required, the Member shall recover funds for those years.

Eligibility

1-year Contracts (applies to only cover crops): Eligibility requirements include that planned practices are newly adopted; not previously implemented on the acres by the current owner/operator and did not previously meet NRCS standards and specifications. Up to three consecutive contracts may be applied for on the same land.

3-Year Contracts: Eligibility requirements include that planned practices are newly adopted; not previously implemented on the acres by the current owner/operator and did not previously meet NRCS standards and specifications. For cover crops, a second application is eligible if the cover crops species is enhanced or the practice is enhanced.

Incentive Rates:

- **Cover Crops** - Must follow NRCS Practice Standard 340
 - 1-2 species \$50/acre/year
 - 3+ species \$60/acre/year
 - Prevent plant acres are not eligible for this program
 - Implementation can occur on different acres within the three-year contract or on the same acres consecutively
- **Nutrient Management** - Must follow NRCS Practice Standard 590
 - \$20/acre/year
 - Implemented on the same acres annually
- **Prescribed Grazing** - Must follow NRCS Practice Standard 528
 - \$40/acre/year
 - Implemented on the same acres annually
- **Residue and Tillage Management – No-Till & Strip Till** - Must follow NRCS Practice Standard 329 for No-Till/Strip-Till
 - \$20/acre/year
 - Implementation can occur on different acres within the three-year contract or on the same acres consecutively
- **Residue and Tillage Management - Conservation Tillage** - Must follow NRCS Practice Standard 345 for Conservation Till
 - \$10/acre/year
 - Residue cover following a corn crop at the time of planting the subsequent crop must be 60% or greater.
 - Residue cover following a soybean crop at the time of planting the subsequent crop must be 30% or greater.
 - Residue cover following a small grain crop at the time of planting the subsequent crop must be 60% or greater.
 - Implementation can occur on different acres within the three-year contract or on the same acres consecutively.

Labor Provided by Owners

Unless specified otherwise by Minnesota prevailing wage statutes, the value of labor, equipment, materials and/or services that are proposed to be provided by the landowner to complete the project, shall be estimated at:

- General Labor rate of \$25 per hour. (Date, times and activity must be documented)
- Heavy equipment operation such as skid steers, tractors, backhoes, and scrapers (including labor) at \$75 per hour. (Date, times and activity must be documented)
- Other equipment rates as listed on the most recent Iowa State University – Iowa Farm Custom Rate Survey – Average Charge rate.
- Professional or semi-professional services, such as engineering, labor rate at \$100 per hour. (Date, times and activity must be documented)

NOTE: In-kind labor is non-reimbursable. This is to be used ONLY as match for the grant.

DRAFT:

Proposed Shoreline Buffer Policy:

Critical Area Planting, NRCS Practice Standard 342, will be followed in the design and implementation of shoreline buffers. Up to 25% of the shoreline may be excluded from the shoreline buffer for the purpose of recreational use and/or water access and still be eligible for cost share.

- For shoreline buffer plantings with an average width equal to or less than 10 ft, a cost share rate of 50% will be used.
- For shoreline buffer plantings and average width of 11 ft to 25 ft, a cost share rate of 75% will be used.
- For shoreline buffer plantings greater than an average width greater than 25 ft, a cost share rate of up to 90% may be used.

Shoreline Buffers in the Plan:

- SWQual-6 – protect, stabilize, or restore 1,000+ feet of shorelands using native buffers and other BMPs
- SWQual-24 – Complete 1,400+ feet of streambank buffers for habitat improvement and channel stabilization
- LC-8 – Install shoreland buffers, un-mowed buffers, buffer demonstrations, and rain gardens or similar urban BMPs (goal being 400-2,400 linear feet of buffers installed)
- SWQuan-8 – Install lake and stream shoreland restoration projects with a focus on retention and infiltration within the floodplain areas
- E-2 - Install or adopt 5–7 restoration/soil saving BMPs (shoreland buffers, forest riparian plantings, etc.)

DRAFT:

Forestry Policy:

Forest Stewardship Planning - landowners within the Snake Watershed land use priority areas may be eligible for reimbursement for the cost of the plan (according to the current DNR cost-share rate for stewardship plans, currently at \$300 + \$9 per acre). The landowners must agree to enroll their land into the Sustainable Forests Incentives Act Program within one calendar year from the plan's completion. The landowner must also agree to install one forestry practice identified during the planning process. The forestry practice must be installed within the first 5-years of the plan. If the landowner does not meet these requirements, they will be required to pay back the full cost of the plan.

STATEMENT OF WORK 2024
Pine County Soil & Water Conservation District

**TO THE MASTER PROJECT AGREEMENT BETWEEN SNAKE
RIVER WATERSHED PLAN PARTNERSHIP
AND PINE COUNTY SOIL & WATER CONSERVATION DISTRICT**

This Statement of Work is issued and agreed to pursuant to the Master Project Agreement entered into between Snake River Watershed Plan Partnership ("SRWPP") and the Pine County Soil & Water Conservation District ("**Partner**") and is subject to the terms and conditions of the Master Project Agreement. All grant activities associated with Project specified and detailed herein shall be performed in accordance with the Master Project Agreement, SRWPP Partnership Policy, the funding source's grant agreement, BWSR Grant Administration Manual (if BWSR is the funding source), and applicable federal, state, and local laws, rules, regulations, and ordinances.

I. SCOPE OF PROJECT

Partner will carry out certain activities to accomplish the Project as follows:

A. **Project Name and ID:** Watershed Wide & within the Plan's priority areas, Pine County SWCD, Forest Stewardship Plan landowner incentives, CY2024-26

B. **SRWPP Grant Funding Source:** SRWPP WBIF FY24 C24- 0093

C. **RRWP Plan Goals:** Describe how the Project advances the goals in the SRWPP Snake River Comprehensive Watershed Management Plan (SRCWMP) and grant funding source work plan:

This funding request to fund Forest Stewardship Planning throughout the Snake River Watershed. This work is identified in both the SRCWMP and FY24 WBIF grant work plan. We will serve the watershed by fulfilling tasks identified within section 3.2 of the SRCWMP 2023-2033 Land Use & Cover (attached hereto as Exhibit B and as may be updated from time to time by the SRWPP provided such changes in scope of work are agreeable to the Pine County SWCD). Forester planning and practices are in development to work on the Land Cover & Use goals (starting on page 3-16 in the SRCWMP) for added protection in the upper watershed.

The Snake River Comprehensive Watershed Management Plan lists land cover and use as one of our seven identified resource concerns to address. The Partnership used the 75% protected threshold, with a special focus on increasing and protecting forest land, to develop Goal 1 actions. The Landscape Stewardship Plan (LSP) previously identified priority Conservation Opportunity Areas (COAs) and private parcels within each COA for protection. Three COAs from the LSP are repurposed for Land Cover & Use Goal 1 (Figure 3-7 within the SRCWMP).

D. **Project Timeline:** Project must be completed between the date of execution of this agreement and December 31, 2026. Expenses incurred outside of these dates are not eligible for reimbursement.

E. **Grant Funding Source Work Plan Activity:** Forest Practices

Activities must be completed in a manner consistent with the Grant Work Plan (exhibit A) and align with the Snake River Comprehensive Watershed Management Plan's Land Cover & Use (sec. 3.2. on p. 3-11), attached hereto as exhibit B.

1. Activity Deliverables:

- WBIF grant activity type: Forestry Practices
- Conservation practice: Forest Stewardship Plans
- Priority benefitting waterbody: Multiple
- Project deliverables and description: provide flat rate incentive payments (following the current DNR rates) to landowners for the completion of Forest Stewardship Plan (FSP) on tasks in section 3.2 Land Cover & Use of the SRCWMP Plan 2023, page 3-11, exhibit B below.
- Timeline: Complete tasks by Dec. 31, 2026
- Landowner name (if applicable): Multiple
- Pollutant reductions (if applicable): NA
- Project effective life for which the Partner will be responsible for operations & maintenance of the Project: agreed upon landowner requirements to be met: enrollment of the land into a protection program within the first year & the completion of one forestry practice from the plan within the first 5-years of the FSP completion
- Activity location map, if applicable: Fig. 3.7 Land Cover & Use Goal 1. priority areas (from p.3-13 of the SRCWMP) to be served by this project.
- Activity photos, if applicable: NA

2. Staff Involvement and Roles:

Shared Services Forester (or successor), Pine County SWCD, has primary responsibility for oversight and administration of the above grant activities.

other Pine County SWCD staff (or successor) will provide project development and outreach/education to implement the Project.

II. ALLOCATION OF GRANT FUNDS

Partner will be reimbursed in an amount not to exceed **\$5,000** of costs incurred in delivering the Project.

Follow policies and procedures in the MN Board of Water and Soil Resources Grants Administration Manual, including but not limited to:

- a) Invoicing the Snake Partnership's Fiscal Agent at hourly rates allowable in the "Determining a Billing Rate" section if applicable.
- b) Documenting expenses according to the "Time and Effort Documentation" section. Invoicing only for expenses allowed by the MN Board of Water and Soil Resources One Watershed One Plan document titled "Allowable Costs for Planning Grants," or future modifications of that document.

III. COMMITMENT OF GRANT MATCHING FUNDS

Partner will contribute at least **\$0** of non-state match to the Activity's grant funding source.

IV. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Statement of Work the day and year signed below.

**SNAKE RIVER WATERSHED PLAN
PARTNERSHIP**

Pine County Soil & Water Conservation District

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

**Exhibit A: Snake River Watershed Plan Partnership Grant Work Plan
2024-25 (ver. 12/8/23) attached...**

EXHIBIT B:

SECTION 3.2

SNAKE RIVER COMPREHENSIVE WATERSHED MANAGEMENT PLAN

LAND COVER & USE

Issue Statement

Various types of land use and conversions between them contribute both to natural resource concerns and benefits, including the watershed’s forests, agricultural lands, and developed lands. Appropriate management of these different land uses to limit or prevent damage from human activities—while supporting environmental benefits—is needed. Partnering with farmers, foresters, property owners, businesses, and municipalities in collaborative decision-making to protect natural, groundwater, and surface water resources is essential.

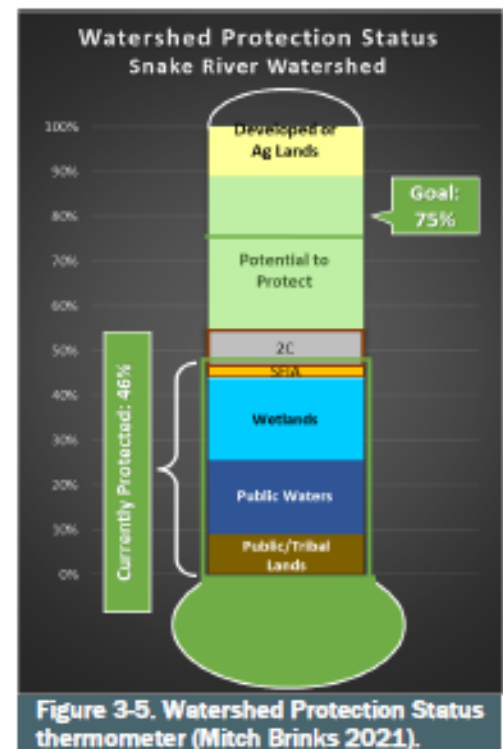
Three goals were developed to address the Land Cover & Use Issue Statement (Table 3-4). Goals are focused on increasing land protection through easements, land acquisition, and ordinances, implementing BMPs that mitigate impacts from land conversion, and educating landowners on the negative impacts of land conversions.

Goal 1	Increase protected acres by 5-10% in priority areas, with an eventual goal of 75% total protected acres in those areas.
Goal 2	Improve the watershed’s stormwater control through robust planning and installation of 2-8 stormwater BMPs.
Goal 3	Implement BMPs within priority areas to increase and improve continuous cover on 600 acres while partnering with other agencies and programs.

To identify priority areas to address under this issue area, the Partnership reviewed land cover and use data, HSPF models, the Snake River Watershed Landscape Stewardship Plan (LSP, 2018), and stakeholder input. The TAC identified land protection, private forest management, stormwater management, and continuous vegetative cover as key strategies for addressing land cover and use goals in the plan.

This plan considers the watershed thermometer example to quantify protected lands in the watershed. Under this definition, protected lands include public/tribal land, public waters, wetlands, easements, and [Sustainable Forest Incentive Act \(SFIA\)](#) lands. The Snake River Watershed is currently 46% protected (Figure 3-5). Only 0.1% of the watershed is currently in easements. Individual subwatersheds within the Snake River Watershed vary in their amount of protection. A threshold of 75% protected land has been identified as the tipping point, below which water quality and other resource conditions may begin to decline and is used as a general goal for the priority areas in the Plan.

Maintaining forested land, whether in public or private ownership, is a key component of maintaining healthy water



resources. Approximately 36% of the Snake River Watershed is forested/shrubland (see Figure 2-4). More forested land means reduced erosion during storms, increased filtration of water before it makes it to a lake or stream, and more infiltration of rainfall to reduce and slow runoff. The Partnership used the 75% protected threshold, with a special focus on increasing and protecting forest land, to develop Goal 1 actions. The Landscape Stewardship Plan (LSP) previously identified priority Conservation Opportunity Areas (COAs) and private parcels within each COA for protection. Three COAs from the LSP are repurposed for Land Cover & Use Goal 1 (Figure 3-7).

The Partnership recognized stormwater generation from developed lands as an area of concern under Land Cover & Use and developed Goal 2 to improve BMP implementation in developed areas. To maximize benefits, shoreland areas of the priority lakes under Surface Water Quality are repurposed, and the City of Mora and Pine City are additional priority areas due to their level of development (Figure 3-8).

Goal 3 is aimed at improving continuous cover in the watershed and targets subwatersheds with high row crop acres (Figure 3-9); however, continuous cover does not apply only to cropland. The Partnership also considers forested land and pasture as continuous cover and will apply Goal 3 to other priority areas where feasible. Improving continuous cover could include actions like improving vegetation diversity in a pasture by planting biodiverse seed mix or planting trees and shrubs.

Seventy-five percent of the Snake River Watershed is in private ownership. The prevalence of private land ownership will require the Partnership to prioritize working with landowners for private forest and land management. Figure 3-6 shows a private forestry management toolbox, with options for management that range in cost and longevity, that will serve as a resource for implementation of Land Cover & Use actions under all goals.

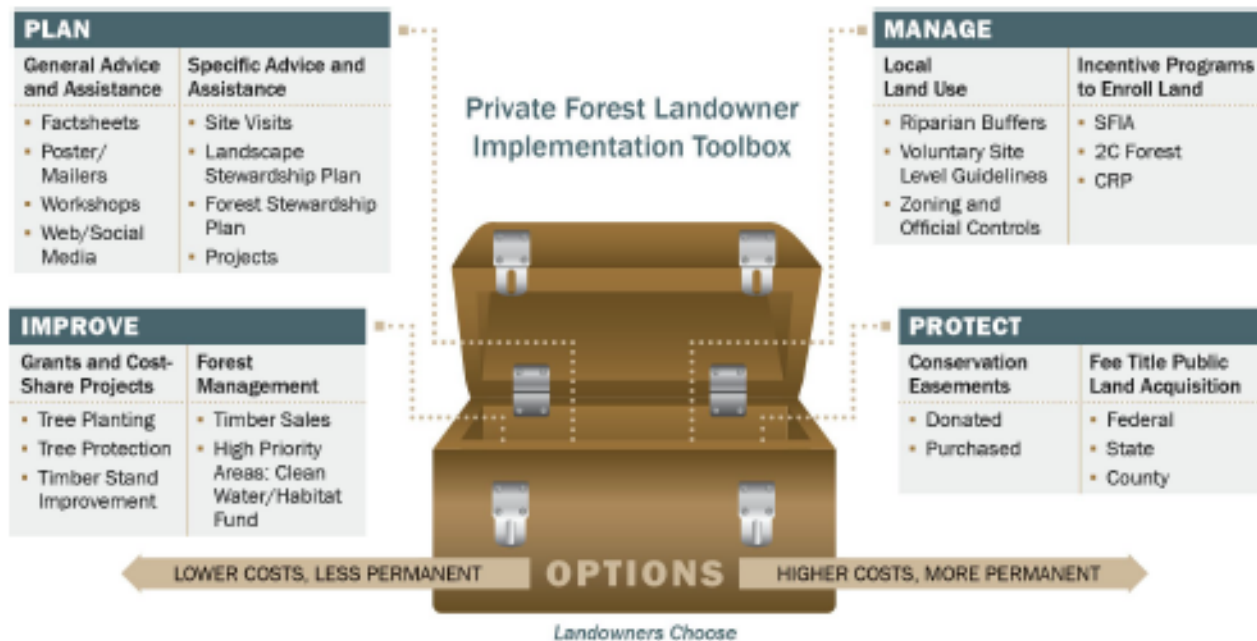


Figure 3-6. Private forestry management toolbox (Adapted from BWSR).

Forester services are being requested to work on the Land Cover & Use goals (starting on page 3-16 in the SRCWMP) for added protection in the upper watershed.