



Le Sueur County, MN

Tuesday, January 24, 2017

Board Meeting

Item 4

9:30 a.m. Mike Schultz, Soil & Water District Manager (15 min)

RE: 10 Poorest Ditch Conditions

RE: Ditch Specialist Position Proposal

RE: Gravel Tax Project

Staff Contact:



Le Sueur County Soil & Water Conservation District

Le Sueur County SWCD
181 W Minnesota St
Le Center, MN 56057

Tel. (507) 357-4879 Ext. 3
Website: www.lesueurswcd.org

January 12, 2017

Le Sueur County County Ditch Condition Ranking Poorest Ditches

At the December 13, 2016 Ditch Workshop with Le Sueur County Commissioners and Ditch Authority, it was requested the Ditch Inspectors provide 10 ditches in poorest condition. Below are the ditches listed, they are not in any order or fashion just the 10 poorest condition ditches.

11 ditches were identified, all ditches require equal amount of attention. Ditches were identified by Landowner request, field visits and frequency of cleanouts.

1. County Ditch 23
2. County Ditch 43
3. County Ditch 44
4. County Ditch 63
5. JD 5 Rice
6. County Ditch 59/36/68 (represents one major watershed)
7. County Ditch 58/32/67 (represents one major watershed)
8. County Ditch 64/17/61 (represents one major watershed)
9. County Ditch 45
10. JD 1 Scott
11. JD 4 Scott/CD70 (represents one major watershed)

Le Sueur SWCD
County Ditch Inspector



Le Sueur County Soil & Water Conservation District

Le Sueur County SWCD
181 W Minnesota St
Le Center, MN 56057

Tel. (507) 357-4879 Ext. 3
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Updated 1/10/2017

Position Title: Ditch Specialist
Location: 181 West Minnesota Street, Le Center MN
Employment Terms: Regular Full Time
Starting Salary Range: Pay Scale 7/8/9, \$20.35 to \$24.89

Position Purpose:

The Ditch Specialist works with landowners and other resource professionals to promote and install agricultural best management practices and other projects to protect natural resources.

Supervision:

The Ditch Specialist is under the direct supervision of the District Manager.

Responsibilities:

- Coordinate the LSC Buffer Initiative
- Act as the Buffer Law enforcement for LSC
- Coordinate as the County Ditch Inspector
- Work with Landowners and Ditch Authority regarding ditch projects
- Manage and oversee Drainage Database for County Ditches
- Complete Ditch Inspections
- Put reports together for LSC Commissioners on Ditches
- When necessary attend training to become certified.
- Assist in maintenance of the SWCD building.
- Assist with contracts for lease of the SWCD building.
- Write grants as needed.

Assist with the Le Sueur County Water Plan.

Partner with Le Sueur County Environmental Services as needed.

Report projects and activities according to BWSR guidelines.

Assist with and update the Le Sueur County Website and Social Media site.

Knowledge of GIS.

Knowledge of Microsoft Word, Excel and Powerpoint.



Le Sueur County Soil & Water Conservation District

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1/10/2017

Position Title: Ditch Specialist
Location: 181 West Minnesota Street, Le Center MN
Employment Terms: Regular Full Time
Starting Salary Range: Pay Scale 7/8/9, \$20.35 to \$24.89

Position Breakdown:

Salary: \$20.35 @ 2080 hours	= \$42,328.00
Cafeteria Plan:	= \$10,176.00
Medicare: 1.45% @ \$42,328	= \$614.00
PERA: 7.5% @ \$42,328	= \$3,175.00
<u>Social Security: 6.2% @ \$42,328</u>	<u>= \$2,624.00</u>
Total Position Cost:	= \$58,917.00

Proposed Funds:

The SWCD proposes that the County Ditches allocate \$30,000 to the position yearly for the position. The remaining funds would be covered by the SWCD to work on buffers and other ditch needs.

The position would not reimburse for time spent working on Ditches while the rest of the staff that help with ditches will continue to be reimbursed on an hourly rate.

Michael Schultz

District Manager
Le Sueur SWCD



Le Sueur County Soil & Water Conservation District

Le Sueur County SWCD
181 W Minnesota St
Le Center, MN 56057

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Website: www.lesueurswcd.org

January 12, 2017

Tom Gregor Hayable Buffer Cannon River "6-5-FOR Clean Water" Grant Match Request for Gravel Tax Funding Montgomery Township, Section 29

Le Sueur County SWCD and Environmental Services have partnered on this project since the 2007 Lake Volney Clean Water Partnership Grant. The landowner Tom Gregor installed a 10 year Hayable Buffer contract with the Le Sueur SWCD for 7.95 acres. The original contract is set to expire June 15, 2017.

The Le Sueur SWCD has secured half the amount of funds to extend the hayable buffer five years through the Cannon River "6-5-FOR Clean Water" grant for \$5,000 and a Lake Volney Association match of \$500. The total project cost to extend the project five years is \$9,937.50.

The total project amount would provide secondary benefits to the 2015 CWF Lake Volney Targeted Watershed Grant which needed an \$85,000 in-kind match for the \$345,000 grant. The match would equate to 12% of the total match needed for the grant.

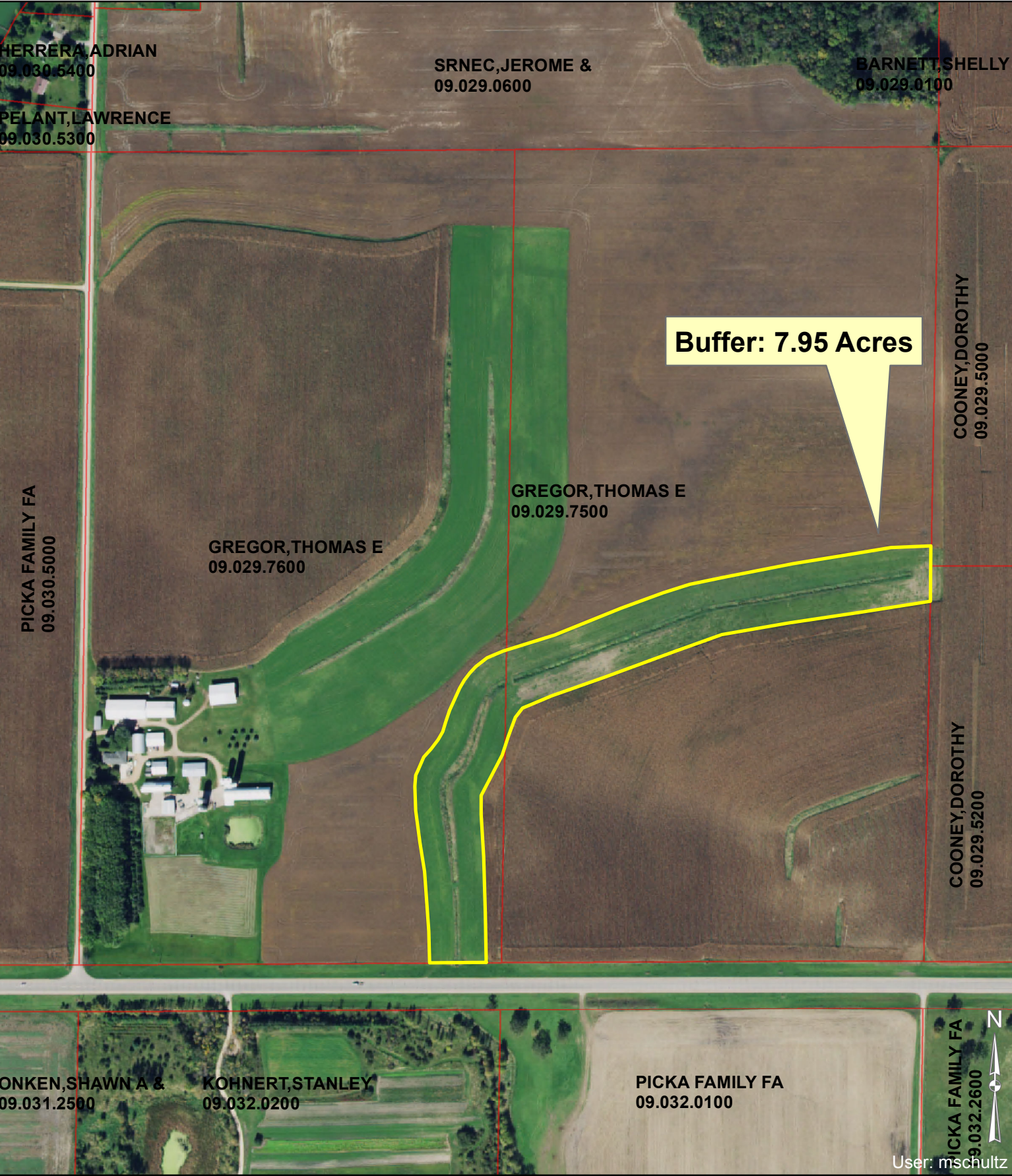
- Total Project Cost: **\$9,937.50**
 - 5 year Extension, 7.95 acres, \$250/ac rental rate
 - \$1,987.50/year rate
- Matching funds
 - Le Sueur County: **\$4,437.50**
 - Lake Volney Assn.: **\$500.00**
 - Cannon River Grant: **\$5000.00**

I am requesting \$4,437.50 of gravel tax money for the project.

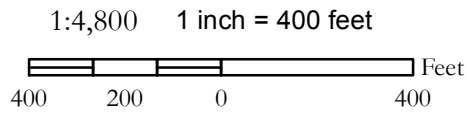
Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Schultz".

Michael Schultz
District Manager



Parcels



Maps are for graphical purposes only. They do not represent a legal survey.

12/5/2016



Le Sueur County SWCD
(507)257-4870 Ext 3



August 16, 2016

Michael Schultz, District Conservationist
Le Sueur SWCD
191 Minnesota St W
Le Center, MN 56057

Dear Michael:

Congratulations!

The Cannon River Watershed Partnership Selection Committee has carefully reviewed your requisite proposal for the "6-5-FOR Clean Water" grant program and has agreed to award your Soil and Water Conservation District \$5,000 to accomplish the stated goals prescribed in your project presentation on June 30, 2016.

The Soil and Water Conservation District will hold the grant monies in trust subject to bona fide evidence of the ongoing progress and completion of your project.

As the recipient of this grant from the Cannon River Watershed Partnership (CRWP), made possible by the Bush Foundation, there are some stipulations necessary to assure the actualization and completion of your project before full payment can proceed:

- 1.) Complete and sign the attached Hold Harmless Agreement with the CRWP regarding any outcomes from the implementation of the "6-5-FOR Clean Water".
- 2.) Submit a timetable outlining when the project will be complete. Include key measurable tasks and a statement of the deliverables to CRWP by the November 15, 2017 date as stated in your proposal.
- 3.) Submit a budget for the project outlining the use of funds to complete the project (any unused funds would be returned to CRWP). Upon completion of items 1 through 3, CRWP will make initial payment of \$3,750 (75%). If you require 100% of the awarded funds from CRWP before project implementation, please contact CRWP.
- 4.) Please acknowledge that CRWP will have access to the project sites for documentation and educational recording, and for presentation of signage detailing the Cannon River Watershed Partnership's involvement in the project and information about the project.
- 5.) Upon verification of project accomplishments or completion, CRWP will distribute the remaining amount of the agreed award.

Satisfaction of these measures will guarantee a successful and productive actualization of our goals established for the "6-5-FOR Clean Water" Program.

Sincerely,

A handwritten signature in blue ink that reads "Bradley E. Frazier". The signature is written in a cursive style.

Bradley Frazier, Executive Director

Cc without attachment to respective CRWP Board Members from SWCD and County Commissioners:
Lance Wetzel, Le Sueur County Commissioner, 295 S. Rolling Hills Dr., Le Center, MN 56057

Original

March 26, 2007

PROPOSAL FOR TOM GREGOR BUFFER, MONTGOMERY TOWNSHIP, SECTION 29

The following are conditions that would be written into a formal contract between Mr. Gregor and Le Sueur County for grass buffers on his property adjacent to the drainage practice.

1. Buffer widths were discussed with Gene Krautkremer
2. Acres: 7.95
3. Minimum duration of 10 years
4. Seed mix must be recommended by Hwy Ag or UMN Extension Agent –
 (Per Larry Walecha Hwy Ag 2007 prices)
 Brome!.....\$2.00/lb...15 lbs/acre (7.95 acres=\$238.50)
 Timothy.....\$0.85/lb...10 lbs/acre (7.95 acres=\$67.58)
 Perennial Rye.....\$1.40/lb...10 lbs/acre (7.95 acres=\$111.30)
5. No Fertilizer will be used as the ditch has been cleaned out recently
6. Drill rental fee \$7.50 per acre if property owner's equipment is used, if landowner chooses the coop to plant it the project will pay \$50 towards this fee.
7. Grass can be hayed once established
8. Payment shall be made to the property owner after assessing the buffers in the summer of 2007 for growth.

*Addition of
Barley - Klement
J.R.B.*

Maintenance Issues

1. Option to re-seed if it needs it – cost to be covered by property owner
2. Option to soil test for nutrient deficiencies – fertilizer cannot be applied unless nutrient levels are in the low range...cost of soil test to be covered by property owner
3. Maintain stand by controlling weed growth it – cost to be covered by property owner

Reimbursement Criteria

1. Seed/seeding costs as stated above will be reimbursed.
2. Cost for ground preparation/tillage to be absorbed by the property owner.
3. The set aside payment to the property owner shall occur in one lump sum payment. Breakdown of payment shall be as follows:

75 Foot Buffers: 7.95 Acres x \$182.50 for 10 Years = \$14,508.75

Submit the grass-seeding invoice to Lauren Klement. If the invoice has been paid, submit a copy of the invoice marked paid. If the invoice has not been paid, the Co-op will be paid directly.

Contract Conditions

Property owner shall sign a contract with Le Sueur County for the duration of 10 years. Any future operator must honor the contract. If land is taken out of grass during the contract period, property owner shall reimburse Le Sueur County for the remaining years of the contract.

**CLEAN WATER PARTNERSHIP
BUFFER INCENTIVE CONTRACT**

Administered by Le Sueur County
Environmental Services

GENERAL INFORMATION

Lake Volney CWP and Le Sueur SWCD District	Contract No. LUCWP 07-01	Individual or Group	Name Other Funding Sources CWP, Feedlots	<input type="checkbox"/> Canceled	<input type="checkbox"/> Amendment	<input type="checkbox"/> Completed
(Board Meeting Dates)						

APPLICANT

Land Occupier Tom Gregor	Address 38891 181st Ave	City/State Montgomery MN	Zip Code 56069	Phone Number 507-364-7964
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CONSERVATION PRACTICE LOCATION

Township Name Montgomery	Township 111	Range 23	Section 29	1/4, 1/4 Section CCAA	County and Water shed Le Sueur County Upper Cannon WS	Watershed No. 39103	Identify Priority Area TMDL Watershed Lake Volney WS	TMDL Yes
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CONTRACT INFORMATION

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

- The land occupier or landowner is responsible for the operation and maintenance of practices applied under this program to ensure that the conservation objective of the practice is met and the effective life, a **minimum of 10 years**, is achieved. Should the land occupier or landowner fail to maintain the practice during its effective life, the land occupier or landowner is liable to the Minnesota Pollution Control Agency for the full amount of financial assistance received to install and establish the practice. The land occupier or landowner is not liable for incentive assistance received if the failure was caused by reasons beyond the land occupier or landowner's control, or if conservation practices are applied at the land occupier or landowner's expense that provide equivalent protection of soil and water resources.

In no case shall a conservation district provide cost-share assistance to a land occupier or landowner for the reapplication of a practice that was removed by the land occupier or landowner during its effective life without consent of the conservation district board or that failed due to improper maintenance. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the conservation district technical representative. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the land occupier or landowner who signed this contract to advise the new owner that this contract is in force.

- Practice(s) must be planned and installed in accordance with technical and specifications of the:
USDA Natural Resource Conservation Service Field Office Technical Guide
- Increases in the practice units or cost must be approved by the conservation district board and CWP project coordinator as a condition to increase the cost-share payments by amendment.
- This contract, when approved by the conservation board, will remain in effect unless canceled by mutual agreement, except where installations of practices covered by this contract have not been started by June 30, 2007, this contract will be automatically terminated on that date.
- Practices will be installed by **June 15, 2007** (date) unless this contract is amended by mutual consent to reschedule the work and funding.
- Items of cost for which reimbursement is claimed on the Incentive/Cost-Share Voucher & Practice Certification form are to be supported by invoices/receipts for payments and will be verified by the conservation district board as practical and reasonable. The district board and/or County has the authority to make adjustments to the costs submitted for reimbursement

original

APPLICANT SIGNATURES

The landowner's and land occupier's signature indicates their agreement to:

1. Grant the conservation district's representative(s) access to the parcel where the conservation practice will be located. [initial/date] T.E.G. 4-3-07
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the conservation district technical representative.
4. Not accept cost-share funds, from state and federal sources combined that are in excess of 75 percent of the total cost to establish the conservation practice. OK T.E.G.

Date <u>4-3-07</u>	Landowner <u>Tom E. Grey</u>	Address	City/State/Zip Code
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Date <u>4-3-07</u>	Land Occupier <u>Tom E. Grey</u>	Address	City/State/Zip Code
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CONSERVATION PRACTICE

The conservation practice category for which cost-share is requested is 7.95 Acres Harvestable Buffer Strip

Primary FOTG Number(s)	Supporting FOTG Number(S)	Engineering Practice (yes or no)	Cost Estimate
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TECHNICAL ASSESSMENT AND COST ESTIMATE

I have reviewed the site where the above listed conservation practice(s) are to be installed and find that they are needed and that the estimated quantities and costs are practical and reasonable.

Conservation District Technical Representative <u>Hane Krauthamer</u>	Date <u>4-3-07</u>
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AMOUNT AUTHORIZED FOR INCENTIVE PAYMENT

Incentive not to exceed \$ 14,508.75

Seed and other costs with prices listed on the proposal.

Conservation District Board, Chair <u>Glen Braun</u>	Board Meeting Date <u>4-10-07</u>
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AMOUNT AUTHORIZED FOR PAYMENT

The amount authorized for payment from the Cost-Share Voucher/Practice Certification form is \$ 14,508.75

Conservation District Board, Chair <u>Glen Braun</u>	Board Meeting Date <u>7-10-07</u>
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Project:
LAKE VOLNEY
CWP

**CLEAN WATER PARTNERSHIP GRANT
COST-SHARE/BUFFER INCENTIVE ASSISTANCE
VOUCHER**

Administered by Le Sueur County

COST - SHARE VOUCHER & PRACTICE CERTIFICATION FORM					
A PAYEE INFORMATION <input type="checkbox"/> Check if name or address change			B PROJECT INFORMATION		
Name: Tom Gregor			Contract Number: LVCWP 07-01		
Address: 38891 181 st Ave			<input checked="" type="checkbox"/> Buffer Payment <input type="checkbox"/> Wetland Rest. Assistance <input type="checkbox"/> Cost-Share		
City, State, & Zip Code: Montgomery MN 56069			Practice Type (one only) Buffer	Practice Area	Acres Completed: 3.8
C COST INFORMATION			<input type="checkbox"/> Arial Photo		
DATE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	Planting Costs	7.95	Acres	\$ 7.50	\$ 59.63
	Buffer Incentive Program	7.95	Acres	\$182.50	\$ 14,508.75
	Wetland Restoration Assistance				
R - Received Item/Invoiced Item I - In - Kind Contribution (attach additional sheets as necessary)					Total \$ 14,568.38
I certify that this is an accurate and true summation of the actual costs and quantities of material, labor, and equipment used on the above project. In cases where the receipts included items not used on the project, I have corrected them accordingly.					
<u>Tom E. Gregor</u> (Payee Signature)			<u>6-14-07</u> (Date)		
D PAYMENT INFORMATION			Buffer & Wetland PROGRAMS		
Total Cost of Practice: \$ _____			CWP Buffer Incentive Payme \$ 7,284.19		
Program Cost share Payment: (Federal) - \$ _____			Wetland Assistance Payment \$		
Other Funding Sources (b)			Other Feedlot \$ 7,284.19		
_____ - \$ _____					
_____ - \$ _____					
_____ - \$ _____					
Landowner/Land occupier Cost: \$ _____			COST-SHARE Program (b+c cannot exceed 75% of a) (a) Total Cost Approved: \$ _____		
			(b) Other Federal funds _____% \$ _____ or Non Federal funds _____% \$ _____		
			(c) CWP Funds _____% \$ _____		
			Technical Assistance _____% of (c) \$ _____		
\$ _____ - _____ = _____ Encumber Payment Slippage					
SWCD CERTIFICATION					
I certify that an inspection has been performed and that the items identified in part C have been completed and are in accordance with the required practice standards and specifications.					
<u>Helen Southamer</u> (Conservation District Technical Representative)			<u>7-10-07</u> (Date)		