1.0 TIMBER COULEE WATERSHED PROJECT PROPOSAL SUMMARY SHEET

Timber Coulee Watershed Project
Ransom County SCD
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State - North Dakota Watershed – Timber Coulee
Hydrological Unit Code – 90202040406 High priority Watershed - yes

Project Type	Waterbody Types	NPS Category
Watershed	Stream/River/Lake	Agricultural

Project Location: Latitude - 46 degrees 26 minutes Longitude - 97 degrees 41 minutes

Major Goals: This watershed project has one main goal. The goal of this project is to restore the recreational use of the Timber Coulee Watershed in Ransom County. This will be accomplished by containing livestock waste from 2 animal feeding operations (AFOs) located within the Timber Coulee Watershed (appendix A3) These 2 AFOs were identified as being critical during a land use assessment. The recreational use can also be restored by reducing the pathogen inputs (E.coli bacteria) from 2,380 acres of pasture/rangeland in the high priority areas outlined in (appendix A4). These acres were identified as being critical during the land use assessment. This goal will be accomplished by providing financial and technical assistance for conservation planning, best management practice (BMP) implementation and promoting a strong informational/educational (I/E) program. The I/E program will focus on providing farmers and ranchers information on the causes and effects of non-point source (NPS) pollution and ways to reduce or eliminate NPS pollution.

Project Description: Water samples collected from 2002 to 2009 show that Timber Coulee is not supporting for the designated use recreation due to elevated levels of fecal coliform bacteria (see section 2.5). The Ransom County Soil Conservation District and NRCS will provide financial and technical assistance for conservation planning and provide increased emphasis on NPS Pollution in their I/E program. Through these efforts the project sponsors plan to address the following: 1) Reduce the pathogen input from 2 AFOs located within close proximity to Timber Coulee, 2) Reduce the pathogen input from 2,380 acres of pasture/rangeland within the Timber Coulee Watershed, 3) Document water quality improvements as BMPs are installed by monitoring water quality trends and land use changes through a water sampling plan, and 4) Increase public awareness to the causes, effects and solutions to NPS pollution. Funds provided by various USDA programs, the Section 319 program and the Outdoor Heritage Fund (OHF) (see appendix C) will be used to provide financial and technical assistance for the implementation of planned BMPs and scheduled I/E activities.

Funding

FY 2015 319 Funds requested: $324,990
Match: $217,060 OHF Funds: $25,000
Other Federal Funds $40,000
Total Project Cost: $610,650 319 Funded Full Time Personnel: 0.5

2.0 Statement of Need

2.1 Project Reference

The 2012 Integrated Section 305(b) and 303(d) report lists, Timber Coulee a main tributary to the Sheyenne River in Ransom County as fully supporting, but threatened for the designated use recreation (see appendix A2). The cause of impairment is also total fecal coliform levels. Water quality analysis of samples collected from 2002-2009 indicate similar problems. The primary sources of fecal coliform bacteria within Timber Coulee are runoff of manure from animal feeding operations, direct deposit of manure by livestock and runoff of manure from pasture/rangeland. See section 2.5 for more information.

2.2 Waterbody Description

The Timber Coulee Watershed HUC (090202040406) begins in central Ransom County (see appendix A1). The Timber Coulee Watershed ends where the Timber Coulee empties into the Sheyenne River approximately 1.5 miles south of Lisbon, ND. Timber Coulee is an intermittent tributary of the Sheyenne River in Ransom County. There is approximately 33 stream miles within the watershed. The Timber Coulee Watershed covers approximately 30,386 acres in Ransom County. There are approximately 28 farmsteads and one town, Elliot (pop.20). The Timber Coulee watershed is located entirely in Ransom County. Timber Coulee flows intermittently throughout the year. Flows are influenced by spring snowmelt and spring, summer and fall rains.

2.3 Maps (see Appendix A)

2.4 General Information

The Timber Coulee Watershed in Ransom County covers approximately 29,200 acres in Ransom County in Southeastern North Dakota. The watershed lies within the Central Black Glaciated Plains (MLRA 55B). The two dominant soils associations in the Timber Coulee Watershed are the Barnes-Svea-Hamerly complex 70% and the Gwinner-Hamerly-Parnell complex 30%. The Barnes-Svea-Hamerly association consists of level to gently rolling topography with knolls, discontinuous ridges, and depressions. The major land use is for cultivated crops. Wind and water erosion can be a concern on these soils. The Gwinner-Hamerly-Parnell association is characterized by nearly level topography with swales, knolls and depressions. The average annual soil loss (T) ranges from 2 – 5 tons/acre/year.

The climate of this region is subhumid. The average annual precipitation is approximately 19 inches. 78%, about 15 inches, occurs during the growing season, April through September. Average snowfall is approximately 34 inches. The average daily summer temperature is 85 degrees Farenheight. Northwest is the prevailing wind direction. 11.5 miles per hour is the average annual wind speed

Land use within the Timber Coulee Watershed is primarily agricultural. The watershed is approximately 78% cropland, 12% range/pasture, 4% CRP, 3% developed, 2% hayland, 1% woodland. The major crops grown are corn, soybeans, spring wheat and sunflowers. Minor crops are dry beans, millet, potatoes and winter wheat. Spring wheat, corn, soybeans is a typical rotation within the watershed. The livestock enterprises are primarily cow/calf operations. Calves are backgrounded through the winter months in feedlots.

2.5 Water Quality

Timber Coulee Pathogen Data Summary

<u>Fecal Coliform Bacteria</u>

Effective January 2011, the Department revised the state water quality standards (NDDoH, 2011). In these latest revisions the Department eliminated the fecal coliform bacteria standard, retaining only the E. coli bacteria standard for the protection of recreational uses. Table # 1 provides a summary of the current numeric E. coli bacteria criteria that apply to all streams as

well as the former fecal coliform bacteria standard. The E. coli bacteria standard applies only during the recreation season from May 1 to September 30.

Table # 1. North Dakota Fecal Coliform and E. coli Bacteria Numeric Standards for all Streams.

Parameter	Standard	
	Geometric Mean[1]	Maximum[2]
E. coli Bacteria	126 CFU/100 mL	409 CFU/100 mL
Fecal Coliform Bacteria[3]	200 CFU/100 mL[3]	400 CFU/100 mL[3]

[1] Expressed as a geometric mean of representative samples collected during any consecutive 30-day period.
[2] No more than 10 percent of samples collected during any consecutive 30-day period shall individually exceed the standard.
[3] Previous State water quality standard.

While the state of North Dakota is now using an E. coli bacteria standard, it should be noted, very little E. coli data is available for Timber Coulee, therefore fecal coliform bacteria data was used to calculate a geometric mean, percent exceeded and recreational use assessment for this data summary. However, to evaluate project progress, the department will assess attainment of the E. coli standard through additional monitoring consistent with the state's water quality standards and beneficial use assessment methodology.

Station 385170 is located on Timber Creek near Lisbon, ND. In total, 54 fecal coliform bacteria samples were collected and analyzed from 2002 through 2009.

Analysis of fecal coliform bacteria data collected at site 385170 in 2002 through 2009, demonstrated that the months of May, June and July were not supporting the recreational beneficial uses. The months of August and September could not be calculated due to an insufficient number of samples. The water quality data indicates that Timber Creek has no flow conditions during the months of August and September making data analysis and recreational use assessment difficult. Data for this analysis is provided in Table # 2.

Table # 2. Fecal Coliform Bacteria Number of samples, 30-day Geometric Mean, Percent Exceedance of 400 CFU/100 mL and Support Status for Sampling Site 385170.

	May		June		July		August		September	
	01-May-02	50	03-Jun-02	30	10-Jul-02	1500	08-Aug-05	90	06-Sep-05	80
	07-May-02	270	10-Jun-02	110	11-Jul-02	380				
	09-May-02	20	09-Jun-03	570	15-Jul-02	620				
	14-May-02	40	25-Jun-03	1600	16-Jul-02	320				
	28-May-02	10	06-Jun-05	320	14-Jul-03	790				
	06-May-03	1600	21-Jun-05	1600	11-Jul-05	1600				
	14-May-03	1600	27-Jun-05	660	07-Jul-09	120				
	19-May-03	270	07-Jun-06	200	13-Jul-09	360				
	03-May-05	180	14-Jun-06	1600	29-Jul-09	460				
	09-May-05	460	26-Jun-06	550						
	16-May-05	360	10-Jun-07	700						
	02-May-06	150	26-Jun-07	500						
	11-May-06	470	03-Jun-08	990						
	22-May-06	1300	16-Jun-08	440						
	01-May-07	200	24-Jun-08	350						
	09-May-07	120	03-Jun-09	500						
	16-May-07	750	08-Jun-09	2900						
	22-May-07	30	22-Jun-09	620						
	31-May-07	1000	29-Jun-09	100						
	05-May-08	530								
	12-May-08	320								
	19-May-08	70								
	27-May-08	120								
	19-May-09	460								
# Samples	24		19		9		1		1	
Geometric Mean	213		479		521		N/A		N/A	
% Exceeded 400 CFU/100	38%		68%		56%		N/A		N/A	
Recreational Use	Not Supporting		Not Supporting		Not Supporting		INSFD		INSFD	

The data indicates that the potential sources of bacteria are from grazing and watering of livestock and animal feeding operations in close proximity to Timber Coulee.

The recreation use of Timber Coulee can be restored to fully supporting by positive changes in land management and land use. The installation of BMPs, such as agwaste management systems, prescribed grazing systems and riparian easements in critical areas, will reduce levels of fecal coliform bacteria in Timber Coulee. Overall, water quality results indicate serious water quality concerns within the project area. These concerns can be addressed if the project moves into implementation.

3.0 Project Description

3.1 Goals

This project has one main goal. The goal of this project is to restore the recreational use of the Timber Coulee Watershed in Ransom County. This will be accomplished by the following objectives and tasks.

3.2 Objectives

Objective 1- Hire staff to coordinate and organize the project with other local agencies (i.e. NRCS, NDSU EXT, water resource, county and city boards) and provide technical assistance to farmers and ranchers in the Timber Coulee Watershed.

Task 1- Employ one watershed coordinator to coordinate the project and provide one-on-one conservation planning assistance to producers in the project area. Includes salary/fringe, travel, equipment, training and telephone.

Product- One watershed coordinator (1/2 time)

Cost – $130,650

Objective 2- Achieve specific target concentrations for E. coli bacteria to a geometric mean of 126 colonies with less than 10% of the samples exceeding 409 colonies in Timber Coulee, (please reference appendix A2 for locations of the sampling site within the watershed)

Task 2- Provide assistance to livestock producers to install 2 waste management plans and install prescribed BMPs.

Product – Plan to install over the next 3.5 year period livestock waste management systems. One in 2015, one in 2016 (appendix A3)

Cost - $155,000

Task 3 – Provide assistance to livestock producers within the Timber Coulee Watershed to install BMP's in critical riparian grazing areas (appendix A4)

Product - BMPs on 2,380 acres of pasture/rangeland

Cost - $313,000

Task 4 – Conduct follow up contacts to assist with conservation plan updates and Monitor O&M of Section 319 cost-shared practices.

Product – Database of applied BMPs

Cost – Included in task 1

Objective 3 – Document long term and short term water quality improvements by monitoring water quality trends as BMPs are installed.

Task 5– Obtain sample collection training and collect samples throughout the project period to document changes in water quality trends as BMPs are installed. Samples will be collected according to the QAPP for Timber Coulee.

Product – Minimum of 28 water quality samples/site/year

Cost – included in Task 1

Task 6– Compile water quality data and BMP installation records to track project efficiency.

Product- Update BMP tracker as BMP's are installed over project life

Cost – Included in Task 1

Product- Documentation of land use and water quality trends for incorporation into annual reports and final report.

Cost- Included in Task 1.

Objective 4- Increase public awareness on the impacts of and solutions to NPS pollution.

Task 7 – Organize and conduct I/E events that focus on NPS pollution control within the watershed and coordinate with ongoing state/federal sponsored I/E programs.

Product – four tours/demonstrations/ meetings.

Cost - $2,000

Task 8– Prepare newsletter articles and direct mailings to local land users, general public and media to promote project and disseminate information on water quality and NPS pollution control

Product – Minimum of four newsletters, four news releases, and four direct mailings.

Cost - $2,000

Task 9 - Complete annual and final project reports to update the GRTS. These will be provided to NDDH, EPA and all sponsors and interested individuals.

Product – 3 Annual reports and one final report.

Cost – included in task 1.

3.3 Milestone: See attached milestone, (appendix B5)

3.4 Permits

All necessary permits will be acquired. These may include CWA Section 404 permits. Project staff will work with the NDDH to determine if National Pollution Elimination System permits are needed for the proposed livestock waste systems. The State Historic Preservation Officer will be consulted regarding potential impacts to cultural resources during BMP installation.

3.5 Appropriateness of lead sponsor

The Ransom County SCD is sponsoring this water quality project. The Ransom County SCD's annual and long range plans help to prioritize and provide guidance to the field staff. The Ransom County SCD board has legal authority to employ personnel and receive and expend funds. The Ransom County SCD board has a track record for personnel management and addressing conservation issues. The Ransom County SCD has implemented 2 prior 319 watershed projects from 2005 to 2014 within the county. Approximately 30,000 acres were treated with BMP's during these projects.

3.6 Operation and Maintenance

Project staff will ensure that any Section 319 funded BMPs are properly installed and operated throughout the BMP life span. Cropland BMPs such as cover crops, nutrient management, and pasture/hayland plantings will be monitored every year of their lifespan. Any structural BMPs will be evaluated the first year and spot-checked thereafter. A signed O&M agreement will accompany any structural BMPs requiring engineering assistance (in the design packet). These agreements will outline proper operation and maintenance for the landowner to follow. Practices implemented with life spans longer than the project's life span will be the responsibility of the NDDH. In some cases, such as livestock containment facilities, permits from the NDDH will enforce the O&M of the system throughout its life. If a producer abandons or destroys a BMP before the end of the life span, the producer will be required to pay back all Section 319 funds given previously for the installation of the BMP (appendix B4)

4.0 Coordination Plan

4.1 Cooperating Organizations

1) Ransom County Soil Conservation District (RCSCD) - The Ransom County SCD will be the signer of the Section 319 contract and will be the lead agency responsible for project

administration. They will provide vehicles, clerical assistance, and supplies as well as annual financial support. The RCSCD board will oversee implementation of the scheduled project activities and provide for staff time if feasible. The board will be the primary supervisor of the watershed coordinator and all section 319 funded activities.

2) Ransom County Water Resource Board (RCWRB) – The RCWRB will provide technical assistance to the watershed conservationist when necessary. The RCWRB may also provide financial assistance for the Project.

3) Natural Resource Conservation Service (NRCS) – The NRCS will provide office space and equipment. They will also provide day to day assistance in conservation planning, plan writing, contract writing, and technical assistance for construction and installation of planned BMPs. Standards and specifications for approved BMPs will be provided by local NRCS personnel from the Electronic Field Office Technical Guide (eFOTG). EQIP funds will also be available.

4) North Dakota Department of Health (NDDH) – The NDDH will oversee 319 funding as well as develop the quality assurance project plan (QAPP) for this project. The NDDH will provide training for proper water quality sample collection, preservation, and transportation to ensure reliable data is obtained. The stated NPS information and education coordinator will assist the project staff in development and implementation of the project's I/E activities. The NDDH will provide the sponsor oversight to ensure proper management and expenditures of Section 319 funds. They will assist the RCSCD personnel in review of O&M requirements for Section 319 funded BMPs.

5) Farm Service Agency (FSA) – Programs available through FSA will be pursued for cost-share assistance.

6) North Dakota Extension Service (NDSU EXT) – Local and State personnel and education materials will be utilized to compliment the project's I/E activities. The specific role of EXT will be dependent on the type of I/E activity being implemented and the availability of EXT staff and materials.

7) North Dakota Game & Fish Department (NDG&F) – The NDG&F will provide technical assistance through the "Save Our Lakes" (SOL) program.

8) North Dakota Outdoor Heritage Fund (OHF) will provide financial assistance for BMP installation.

9) Ransom County Crop and Livestock Improvement Association

10) Sheyenne James RC&D (BMP Team)

4.2 Local Project Support

Letters of support from the Ransom County WRB, NDSU EXT, the NDG&F SOL program, K2S Engineering, and NRCS are on file in the office.

4.3 Funding Coordination

The funding of best management practices in the Sheyenne River Watershed project area will be coordinated with funding from the 2014 Farm Bill. The watershed conservationist, NRCS and FSA staff will work closely to determine how 319 , EQIP and CRP funds can be utilized to provide the most cost effective benefits to producers, the 2014 Farm Bill, and the 319 program.

4.4 Other Watershed Activities

There are no current projects dealing directly with water quality in Timber Coulee.

5.0 Evaluation and Monitoring Plan

5.1-5.3 Monitoring Strategy

ND Department of Health staff will develop the Quality Assurance Project Plan (QAPP) after the project is fully approved.

5.5 Long-term Funding

No long-term funding by Section 319 funds is necessary. Operation and maintenance of restoration activities are the sole responsibility of the landowner, whether public or private.

6.0 Budget

6.1 Project Budget

See attached budget tables in appendix B. The budget has been figured for a 3.5 year period 2015-2018.

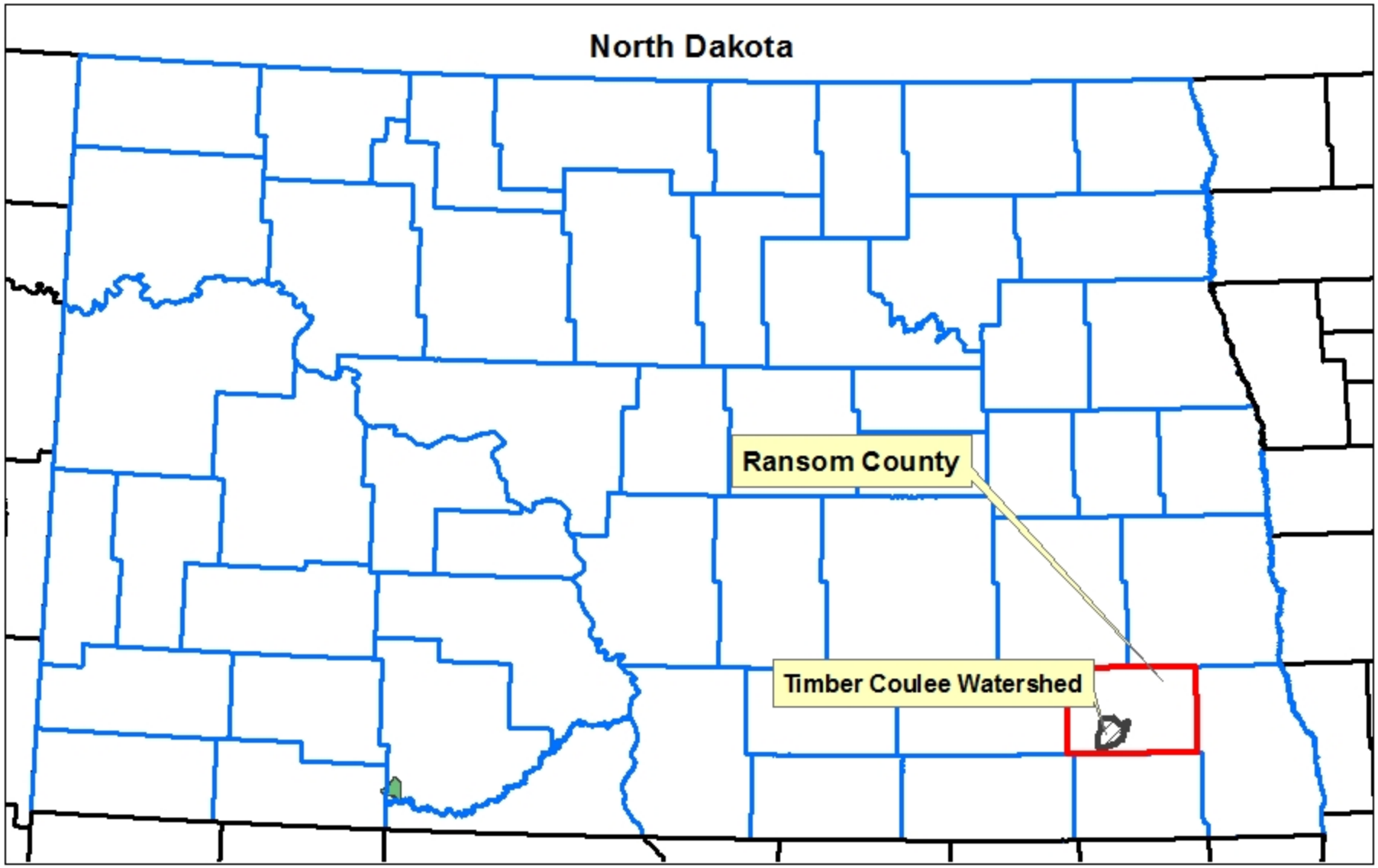
7.0 Public Involvement

The Ransom County Soil Conservation District has sponsored 2 previous 319 projects. The 2005 Ransom County Lower Sheyenne Watershed Project and the 2010 Dead Colt Creek TMDL Implementation Project. They also sponsored the 2003-2004 Sheyenne River Assessment project and the 2003-2004 Dead Colt Creek TMDL project. The public was involved in all projects. The Ransom County SCD sponsors an EcoEd camp every year for local seventh grade students at the Fort Ransom State Park. This camp is used to inform youth of natural resource conservation issues. They also sponsor conservation speakers at local schools. They also sponsor educational tours and demonstrations each year in the county to inform the public on conservation measures.

Appendix A

Reference Maps

A 1 Location of Timber Coulee Watershed



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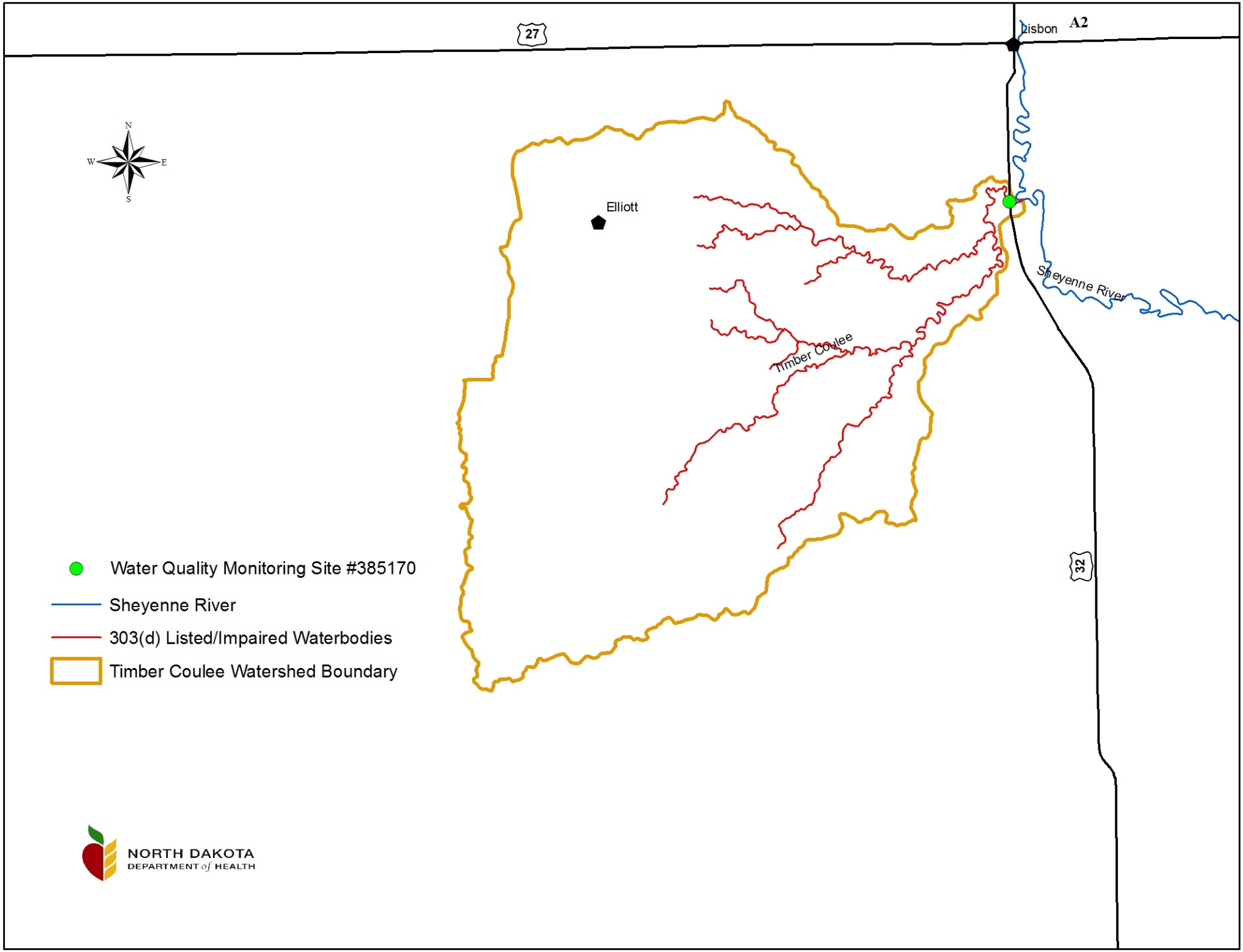
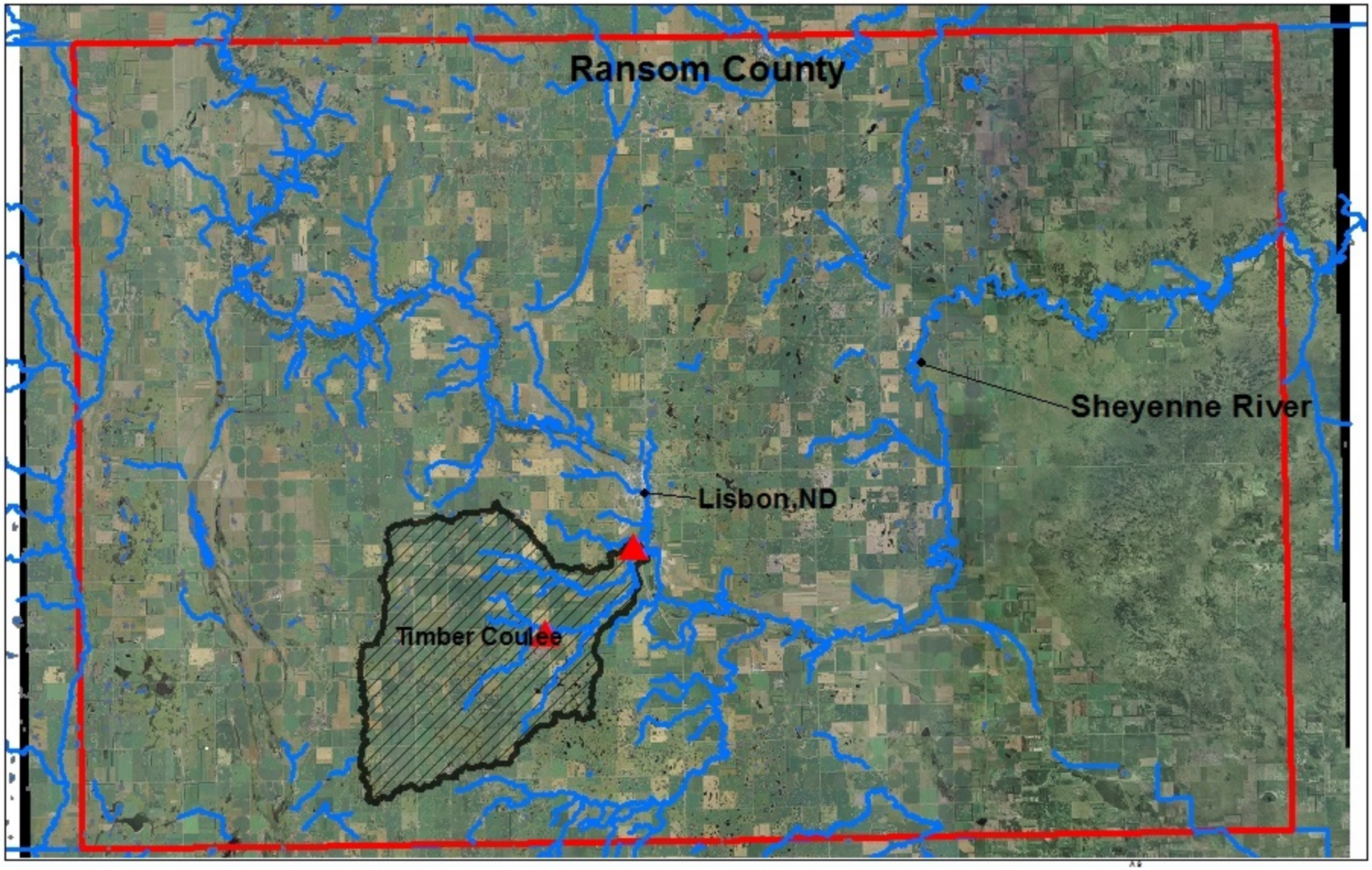
Legend

Timber Coulee Watershed in Ransom County

0 20 40 80 Miles


27
Lisbon
A2
N
W
E
S
Elliott
Sheyenne River
Timber Coulee
32
Water Quality Monitoring Site #385170
Sheyenne River
303(d) Listed/Impaired Waterbodies
Timber Coulee Watershed Boundary
NORTH DAKOTA
DEPARTMENT of HEALTH

A3



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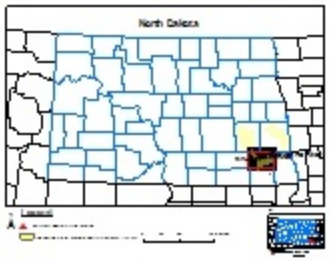
Legend

Animal Feeding Operations

Timber Coulee Watershed in Ransom County

0 2.25 4.5 9 Miles



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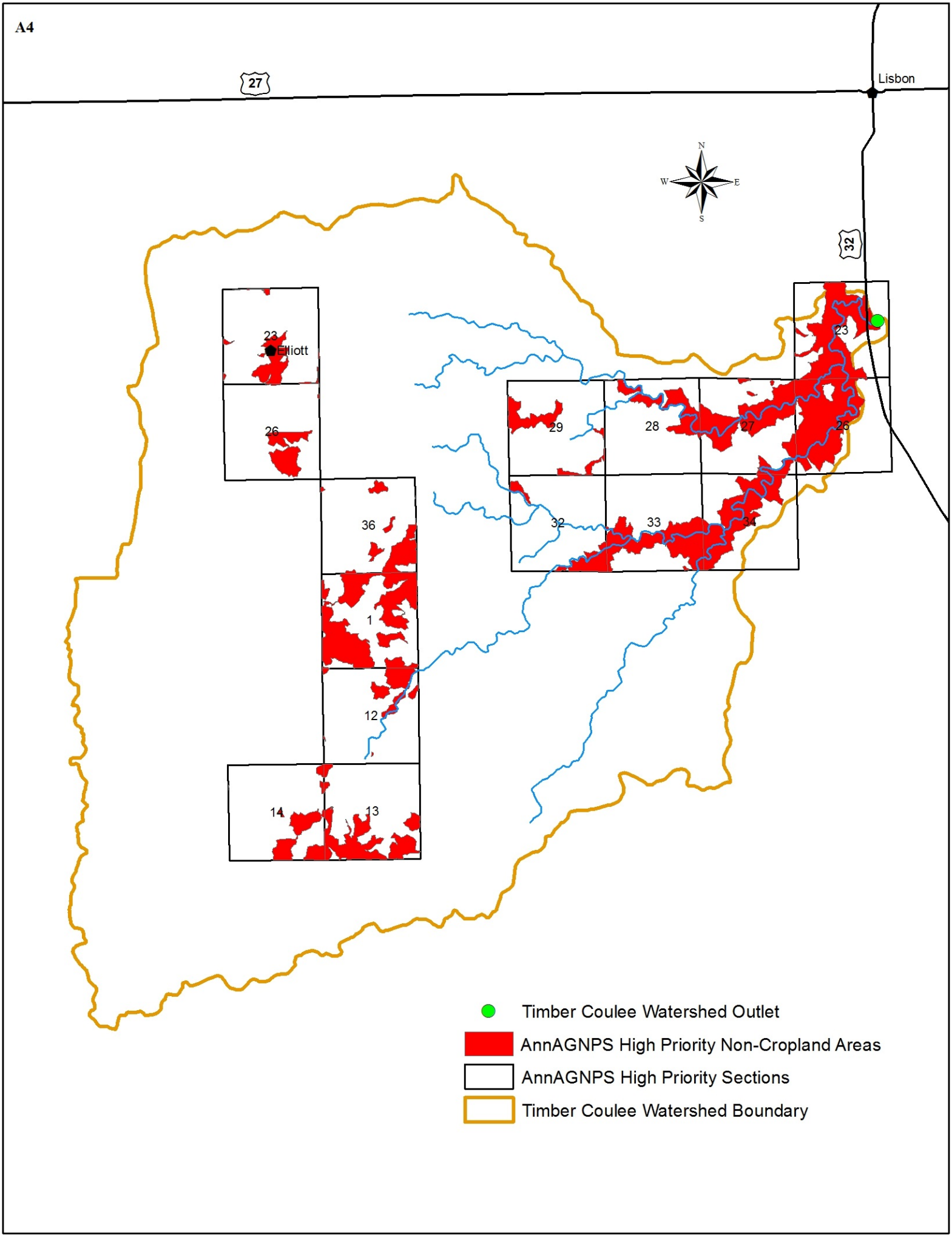
27
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Timber Coulee Watershed Outlet
AnnAGNPS High Priority Non-Cropland Areas
AnnAGNPS High Priority Sections
Timber Coulee Watershed Boundary

Appendix B

Budget, BMP table, O&M,Milestone

B1 Budget Table for the Timber Coulee Watershed Project

	2015	2016	2017	2018	Total Cost
EPA 319 Funds	100,800.00	100,800.00	61,800.00	61,590.00	324,990.00
Subtotal	100,800.00	100,800.00	61,800.00	61,590.00	324,990.00
Other Federal Funds					
1) NDDH (TA)	1,000.00	1,000.00	1,000.00	1,000.00	4,000.00
2) NRCS - EQIP (FA/TA)	10,000.00	10,000.00	10,000.00	10,000.00	40,000.00
Subtotal	11,000.00	11,000.00	11,000.00	11,000.00	44,000.00
State/Local Match					
1) Ransom County SCD (TA/FA)	13,900.00	13,900.00	13,900.00	13,760.00	55,460.00
2) Outdoor Heritage Funds (OHF)	25,000.00				25,000.00
3) Landowners (TA/FA)	53,300.00	53,300.00	27,300.00	27,300.00	161,200.00
Subtotal	92,200.00	67,200.00	41,200.00	41,060.00	241,660.00
Total Budget	204,000.00	179,000.00	114,000.00	113,650.00	**610,650.00**

TA- Technical Assistance
NRCS - Natural Resource Conservation Service
FSA- Farm Service Agency SCD- Soil Conservation District
OHF- North Dakota Outdoor Heritage Fund

B2 Timber Coulee Watershed Project Budget

	2015	2016	2017	2018	Total Cost	Local Cash	Section 319 Funding	NRCS EQIP Funding
Section 319/non federal budget								
Objective 1: coordination/personnell/support								
1) salary/fringe	30,000.00	30,000.00	30,000.00	30,000.00	120,000.00	48,000.00	72,000.00	
2) travel	1,000.00	1,000.00	1,000.00	700.00	3,700.00	1,480.00	2,220.00	
3) equipment/supplies	400.00	400.00	400.00	350.00	1,550.00	620.00	930.00	
4) training	500.00	500.00	500.00	500.00	2,000.00	800.00	1,200.00	
5) telephone	850.00	850.00	850.00	850.00	3,400.00	1,360.00	2,040.00	
Subtotal	32,750.00	32,750.00	32,750.00	32,400.00	130,650.00	52,260.00	78,390.00	
Objectives 2 Conservation Planning								
1) Livestock Waste Management	65,000.00	65,000.00	0.00	0.00	130,000.00	52,000.00	78,000.00	
2)Range/Pasture BMP's	18,250.00	18,250.00	18,250.00	18,250.00	73,000.00	29,200.00	43,800.00	40,000.00
3) Riparian Easements	50,000.00	50,000.00	50,000.00	50,000.00	200,000.00	80,000.00	120,000.00	
Subtotal	133,250.00	133,250.00	68,250.00	68,250.00	403,000.00	161,200.00	241,800.00	40,000.00
Objective 3 : Monitoring								
1) Postage	500.00	500.00	500.00	500.00	2,000.00	1,000.00	1,200.00	
2)Eqipment	500.00	500.00	500.00	500.00	2,000.00	1,000.00	1,200.00	
Subtotal	1,000.00	1,000.00	1,000.00	1,000.00	4,000.00	2,000.00	2,400.00	
Objective 4 : I/E programs								
1) workshop,tours,meetings	500.00	500.00	500.00	500.00	2,000.00	800.00	1,200.00	
2) newsletters,articles,mailings	500.00	500.00	500.00	500.00	2,000.00	800.00	1,200.00	
Subtotal	1,000.00	1,000.00	1,000.00	1,000.00	4,000.00	1,600.00	2,400.00	
Total	168,000.00	168,000.00	103,000.00	102,650.00	**541,650.00**	**217,060.00**	**324,990.00**	**40,000.00**

B3 319 BMP TABLE

Pasture/Rangeland Management:	
382 Fencing (barbed)	$1.35/ft.
(Multiple wire electric)	$0.67/ft
(Single wire electric)	$0.51/ft
472 Access Control/Use Exclusion	$20.00/ac
512 Pasture/Hayland Planting	$35.00/ac
516 Pipelines	$3.00/ft
378 Pond	engineer est.
528A Prescribed Grazing	$5.00/ac
550 Range Planting	$40.00/ac
574 Spring Development	engineer est.
614 Trough/tank	local rate/tank
642 Well	local rate/well
Alternative Power Source (solar,wind,generator)	local rate/system
Livestock Manure Management	
Full System	engineer est.
Partial System	engineer est
Miscellaneous:	
Culture Resource Review	$1,800.00
Cropland Management:	
340 Cover Crop (seed cost only)	$20.00/ac
633 Waste Utilization	$2.00/ton
Partial manure systems limited to 5000tns	
Portable Windbreaks	$35.00/ft

B4

EPA 319 Funding Agreement Provisions

(Attachment to EPA 319 CPO)

Each undersigned person agrees to participate in the EPA 319 Water Quality Long Term Agreement (LTA) and to comply with the following terms set forth and approved by the Sponsoring Agencies for the period covered by this agreement. The terms are as follows:

1. The conservation and/or environmental problems identified herein represent all the major concerns whereby increased water quality improvements will be achieved on this land unit which will directly or indirectly improve the total water quality of the watershed project. The corrective measures needed for the identified problems are contained in the Conservation Plan of Operations (CPO) as approved by the Governing Board Sponsors. All practices shall be performed according to the CPO and in accordance with the Natural Resources Conservation Service (NRCS) standards and specifications in effect at the time the practice is performed. The practices shall be maintained for their normal lifespans even though the agreement may expire. The practices eligible for cost share assistance will be in accordance with the agreed upon CPO or subsequently revised CPO and will be shown by year scheduled and copies of revised CPO will be issued to the farm operator.

2. Application of the EPA 319 Water Quality Funds for cost share on practices performed under this agreement will be made on a Sponsoring Board approved payment application form which upon approval will become part of this agreement.

3. Each undersigned person is jointly and severally responsible for compliance with the terms and conditions of this agreement as to the conservation and environmental problems identified in the CPO which are to have corrective measures performed on the land units on which the undersigned is an owner or operator and for refund of payments determined in accordance with the following regulations for failure to comply with the terms and conditions of this agreement.

    A. The undersigned voluntarily destroys the practice(s) installed.
    B. The undersigned voluntarily relinquish control and/or title to the land on which the installed practices have been established and the new owner and/or operator of the land does not agree in writing to properly maintain the practices installed for the remainder of its specified lifespan and/or continue to fulfill the remaining contract requirements.
    C. Practice failure is determined by sponsors to be caused primarily by the fault of the undersigned.
    D. Any part of the CPO that is not followed or completed as scheduled will be a contract violation and refund of all cost shared contract items will be collected depending on the violation hearing and ruling of the Board Sponsors, unless advance notification and revision of the CPO is completed prior to the scheduled contract items completion date.

4. The undersigned is aware that all land units identified in the CPO will not be listed under any other contract through this program or any similar program. Intentional violation of this section will void the entire contract and refund of all payments will be required.

I certify that I have read and understand the provisions listed above:

Signature:_____ Date:_____

B5

Timber Coulee Watershed Project Milestone Table

	Task/Responsible Organizations	Output	Qty.	Year 1 2015	Year 2 2016	Year 3 2017	Year 4 2018
Objective 1:	**Entity 1**						
Task 1	Employ watershed conservationist	Watershed Conservationist	0.5	0.5			
Objective 2:	**Entity 1,2,3,5,**						
Task 2	Waste management systems	Waste Management Plans	2	1	1	0	0
Task 3	Riparian improvements	Prescribed grazing systems riparian easements	2380 ac	595 ac	595 ac	595 ac	595 ac
Task 4	Operation/Maintance checkups	Database of BMPs	1			ongoing	
Objective 3	**Entity 1,4**						
Task 5	Document water quality trends	Water quality samples	112	28	28	28	28
Task 6	Compile WQ Data and BMP records	Documentation for reports	ongoing			ongoing	
Objective 4	**Entity 1**						
Task 7	Organize and conduct I/E events	Workshops,tours, meetings	4	1	1	1	1
Task 8	Project promotion through media	Newsletters, articles, mailings	12	3	3	3	3
Task 9	Complete reports	annual/final reports	4	1	1	1	1

Entity 1 - Ransom County SCD - Local project sponsor, responsible for project coordination, reimbursement payments, match tracking, and progress reporting to the NDDH. Also provides technical assistance to plan, design and implement BMPS.
Entity 2 - Landowners in the Timber Coulee Watershed in Ransom County - Make land management decisions and provide cash and in-kind match for BMPs.
Entity 3 - Natural Resource Conservation Service - Provides technical assistance to the Ransom County SCD for implementation of BMPs. Also provides financial assistance for BMPs to landowners through the EQIP program.
Entity 4 - North Dakota Department of Health- Statewide section 319 program management including oversight of local 319 planning and expenditures. Also provides technical assistance for water quality analysis and documentation.
Entity 5 - North Dakota Outdoor Heritage Fund - provide finacial assistance for BMP implementation

Appendix C
Outdoor Heritage Fund Contract

Contract No. 001-011

This contract is between the State of North Dakota acting by and through its Industrial Commission, hereafter called "Commission", and Ransom County Soil Conservation District, hereafter called "Contractor".

1. Statement of Work

   a. The Contractor agrees to perform a portion of the work described in Exhibit A entitled Ransom County Water Quality Improvement Project, which is attached to this Agreement and is made a part of it. Based on the reduced funding award, only two of the five manure management systems will be completed as proposed in Exhibit A.

   b. Contractor agrees to provide Reports for the work described in Exhibit A as follows:

Status Report:	August 31, 2014
Annual Report:	November 30, 2014
Status Report	April 30, 2015
Final Report:	November 30, 2015

   Reports shall be in compliance with the Industrial Commission/Outdoor Heritage Fund Program Report Guidelines, a copy of which is marked as Exhibit B and made part of this Agreement. If requested, the Contractor will provide a tour of the projects where the work will be conducted, to the Outdoor Heritage Fund Advisory Board members, Commission, and its staff. Each report must provide documentation verifying the expenditure of funds on the project and if any matching funds are being provided for this project documentation on the receipt and expenditure of the matching funds.

   The project data and reports shall be provided to the Commission in both electronic and hard-copy formats with permission for unrestricted distribution. The electronic versions shall be in a suitable format for posting on the Commission website.

   In addition, the following must be provided:

   - Reduce the landowners cost share of implementing best management practices that will contain livestock manure runoff from two animal feeding operations in Ransom County;
   - Implementation of nutrient management plans for two animal feeding operations.
   - Report on the best management practices implemented and the number of landowners participating and signing Operation/Maintenance Agreements;

   The Final Report must include a single page project summary describing the purpose of the project, the work accomplished, the project's results, and the value of the project to the citizens of North Dakota.

2. Consideration

   a. For performing the work described in Exhibit A, the Commission agrees to grant to Contractor an amount not to exceed $115,000 according to the following schedule:

Upon execution of the contract	$ 11,500
Upon receipt of expenditure documentation and consideration of status and annual reports 3 reports @ $32,500 each	$ 97,500
Upon receipt and consideration of final report	$ 6,000

   b. If after reviewing a report, the Commission believes that the report is inadequate, that the Contractor is not complying with the scope of work, or that the Contractor is not satisfactorily carrying out the work, the Commission may withhold all or part of a scheduled payment until the Contractor, in the opinion of the Commission, has remedied the deficiencies.

3. Authority to Contract and Subcontract

The Contractor may not assign or otherwise transfer or delegate any right or duty without the Commission's express written consent. However, the Contractor may enter into subcontracts provided that any subcontractor acknowledges the binding nature of this Agreement and incorporates this Agreement, including any attachments. The Contractor is solely responsible for the performance of any subcontractor. The Contractor does not have authority to contract for or incur obligations on behalf of the Commission.

4. Funds Available and Authorized

The Commission certifies sufficient funds are available and authorized for expenditure to finance costs of this Agreement within the Commission's current appropriation or limitation to July 1, 2015. It is agreed that in the event the appropriation or funding to the Commission is not obtained and continued at a level sufficient to allow for payments to the Contractor for the work described in Exhibit A, the obligations of each party terminate upon delivery of written notice to the Contractor. Termination of this Agreement for lack of funding is without prejudice to any obligation already accrued prior to termination.

5. Termination

This Agreement may be terminated by mutual consent of both parties, in writing and delivered by certified mail or in person.

Upon delivery of written notice to the Contractor, the Commission may immediately terminate the whole or any part of this Agreement if:

a. The Contractor fails to perform the work described in Exhibit A within the time specified or any extension thereof, as determined solely by the Commission; or

b. The Contractor fails to perform any of the other obligations under this Agreement, and after receipt of written notice from the Commission, fails to correct such failures within ten days or such longer period as the Commission may authorize.

The rights and remedies of the Commission provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Any such termination of this Agreement, other than from breach of contract, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

If the Commission terminates this contract for default by the Contractor, it is understood that no further funding will be provided to the Contractor.

6. Independent Contractor

Contractor is an independent contractor, and neither it or its employees, agents and representatives are employees of the Industrial Commission. Contractor will be responsible for any federal or state taxes applicable to this grant made under this contract.

7. Contract Management

Notwithstanding the Contractor's responsibility for total management responsibility of the work, the administration of the Agreement will require maximum coordination between the Outdoor Heritage Fund Advisory Board, the Commission and the Contractor.

Outdoor Heritage Fund Director

Either the Industrial Commission's Authorized Officer or the Outdoor Heritage Fund Director (Director) is authorized by the Commission to monitor all technical aspects and assist in administration of the Agreement. The types of actions within the purview of the Director's authority are to assure that the Contractor performs the technical requirements of the Agreement; to perform inspections necessary in connection with the performance of the Agreement; to maintain both written and oral communications with the Contractor concerning the aspects of the written interpretations of the technical requirements of the statement of work; to monitor the Contractor's performance under the Agreement and notify the Commission of any deficiencies observed.

Commission's Authorized Officer

The Commission's Authorized Officer will carry out all contractual administration of this Agreement. Communications pertaining to contract administration matters will be addressed to:

The Industrial Commission of North Dakota
Attention: Karlene Fine
State Capitol 14th Floor
600 E Boulevard Ave Dept 405
Bismarck, North Dakota 58505-0840

The Commission's Authorized Officer is the only person, other than the Commission, authorized to approve changes in any of the requirements under the Agreement.

8. Access to Records

The Commission, the State Auditor, and the Office of the Attorney General of the State of North Dakota, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor relating to the work performed by the Contractor hereunder for the purpose of auditing, examining and copying the same.

9. Compliance with Law

The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

10. Indemnity and Insurance

The Contractor shall save and hold harmless the State of North Dakota and the Commission, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this Agreement. The Contractor shall maintain liability insurance coverage with limits of liability equal to or greater than those damage limits prescribed in N.D.C.C. §32-12.2-02.

11. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

12. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota.

13. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

14. Amendments
The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

15. Successors in Interest
The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

16. Severability
If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and, if possible, the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

17. Waiver
The failure of the Commission to enforce any provisions of this Agreement shall not constitute a waiver by the state of that or any other provision.

18. Merger Clause
This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative below, hereby acknowledges that the Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

19. Compliance with Public Records Law
Contractor understands that, except for disclosures prohibited in this Agreement, the Commission must disclose to the public upon request any records it receives from the Contractor. Contractor further understands that any records that are obtained or generated by the Contractor under this Agreement, except for records that are confidential under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. The Commission retains ownership of all work product created or purchased under this Agreement. Contractor agrees to contact the Commission immediately upon receiving a request for information under the open records law and to comply with the Commission's instructions on how to respond to the request.

20. Legal Notice/Disclaimer
The following notice shall be contained in all reports intended to be released to the public:

This report was prepared by the Ransom County Soil Conservation District pursuant to an agreement with the Industrial Commission of North Dakota which partially funded the project through the Outdoor Heritage Fund.

The Ransom County Soil Conservation District or any of its subcontractors, the Industrial Commission of North Dakota or any person acting on behalf of any of them:

(A) Make no warranty or representation, express or implied, with respect to the accuracy, completeness, or usefulness of the information contained in this report, or that the use of

any information, apparatus, method, or process disclosed in this report may not infringe privately-owned rights; or

(B) Assume no liability with respect to the use of, or for damages resulting from the use of, any information, apparatus, method or process disclosed in this report.

Reference to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by the Industrial Commission of North Dakota. The views and opinions of authors expressed herein do not necessarily state or reflect those of the Industrial Commission of North Dakota.

21. Notices

All notices, or other communications shall be given by registered or certified mail to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties. Notice is complete on the date mailed.

Industrial Commission of North Dakota
State Capitol, 14th Floor
600 E Boulevard Ave Dept 405
Bismarck, ND 58505-0840

Ransom County Soil Conservation District
c/o Chris Nannenga, Watershed Coordinator
PO Box 431
Lisbon, ND 58054

Notice provided under this provision does not meet the notice requirements for monetary claims against the State found at N.D.C.C. § 32-12.2-04.

22. Execution and Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

RANSOM COUNTY SOIL CONSERVATION DISTRICT

By: _____
Name

_____
Title

Date: _____

NORTH DAKOTA INDUSTRIAL COMMISSION

By: Karlene Fine
Karlene Fine
Executive Director

Date: 3-24-14

Appendix D

QAPP

(To be developed)