

# Outdoor Heritage Fund Grant Application



The purpose of the North Dakota Outdoor Heritage Fund is to provide funding to state agencies, tribal governments, political subdivisions, and nonprofit organizations to:

**Directive A.** Provide access to private and public lands for sportsmen, including projects that create fish and wildlife habitat and provide access for sportsmen;

**Directive B.** Improve, maintain, and restore water quality, soil conditions, plant diversity, animal systems and to support other practices of stewardship to enhance farming and ranching;

**Directive C.** Develop, enhance, conserve, and restore wildlife and fish habitat on private and public lands; and

**Directive D.** Conserve natural areas for recreation through the establishment and development of parks and other recreation areas.

## Exemptions

Outdoor Heritage Fund grants may not be used to finance the following:

- A. Litigation;
- B. Lobbying activities;
- C. Any activity that would interfere, disrupt, or prevent activities associated with surface coal mining operations; sand, gravel, or scoria extraction activities; oil and gas operations; or other energy facility or infrastructure development;
- D. The acquisition of land or to encumber any land for a term longer than twenty years; or
- E. Projects outside this state or projects that are beyond the scope of defined activities that fulfill the purposes of Chapter 54-17.8 of the North Dakota Century Code

## NO CONSIDERATION:

In addition to those specific items in law that are ineligible for funding, in the absence of exceptional circumstances, the following projects will NOT receive consideration for funding:

- Projects that are already completed;
- Projects that are on-going (Phased projects would be considered);
- Staffing;
- Feasibility studies;
- Annual maintenance;
- Paving projects for roads and parking lots;
- Swimming pools;
- Non-permanent equipment (such as tractors, snowmobiles);
- Research;
- Projects where the applicant is not directly involved in the project.

## Application Deadline

Applications for the second grant round cycle are due on **April 1, 2015 at 5:00 p.m. CT.** All information, including attachments, must be submitted by that date. See instructions below for submission information.

## Instructions

Please download this Word document (available on the Industrial Commission/Outdoor Heritage Fund Program website at <http://www.nd.gov/ndic/outdoor-infopage.htm> ) to your computer and provide the information as requested. You are not limited to the spacing provided except in those instances where there is a limit on the number of words. After completing the application, save it and attach it to an e-mail and send it to [outdoorheritage@nd.gov](mailto:outdoorheritage@nd.gov) or print it and mail it to the address noted in the next paragraph.

Attachments in support of your application may be sent by mail to North Dakota Industrial Commission, ATTN: Outdoor Heritage Fund Program, State Capitol – Fourteenth Floor, 600 East Boulevard Ave. Dept. 405, Bismarck, ND 58505 or by e-mail to [outdoorheritage@nd.gov](mailto:outdoorheritage@nd.gov). The application and all attachments must be received or postmarked by the application deadline. You will be sent a confirmation by e-mail of receipt of your application.

You may submit your application at any time prior to the application deadline. Early submission is appreciated and encouraged to allow adequate time to review your application and ensure that all required information has been included. Incomplete applications may not be considered for funding. **Any item noted with an \* is required.**

**Oral Presentation.** Please note that you will be given an opportunity to make a ten-minute Oral Presentation at a meeting of the Outdoor Heritage Fund Advisory Board. These presentations are strongly encouraged.

**Open Record.** Please note that your application and any attachments will be open records as defined by law and will be posted on the Industrial Commission/Outdoor Heritage Fund website.

Name of Organization \* Ransom County Soil Conservation District

Federal Tax ID# \* 45-0361109

Contact Person/Title \* Chris Nannenga

Address \* 701 Main ST P.O. Box 431

City \* Lisbon

State \* ND

Zip Code \* 58054

E-mail Address \* [chris.nannenga@nd.nacdnet.net](mailto:chris.nannenga@nd.nacdnet.net)

Web Site Address (Optional)

Phone \* 701-683-4101

Fax # (if available)

List names of co-applicants if this is a joint proposal

Wild Rice Soil Conservation District

Richland County Soil Conservation District

**MAJOR Directive: (select the Directive that best describes your grant request)\***

Choose only one response

**Directive A.** Provide access to private and public lands for sportsmen, including projects that create fish and wildlife habitat and provide access for sportsmen;

**Directive B.** Improve, maintain, and restore water quality, soil conditions, plant diversity, animal systems and to support other practices of stewardship to enhance farming and ranching;

**Directive C.** Develop, enhance, conserve, and restore wildlife and fish habitat on private and public lands; and

**Directive D.** Conserve natural areas for recreation through the establishment and development of parks and other recreation areas.

**Additional Directive: (select the directives that also apply to the grant application purpose)\***

Choose all that apply

**Directive A.** Provide access to private and public lands for sportsmen, including projects that create fish and wildlife habitat and provide access for sportsmen;

**Directive B.** Improve, maintain, and restore water quality, soil conditions, plant diversity, animal systems and to support other practices of stewardship to enhance farming and ranching;

**Directive C.** Develop, enhance, conserve, and restore wildlife and fish habitat on private and public lands; and

**Directive D.** Conserve natural areas for recreation through the establishment and development of parks and other recreation areas.

**Type of organization: (select the category that describes your organization)\***

- State Agency
- Political Subdivision
- Tribal Entity
- Tax-exempt, nonprofit corporation.

**Project Name\* Grassland Restoration and Retention Program**

**Abstract/Executive Summary. An Executive Summary of the project stating its objectives, expected results, duration, total project costs and participants.\* (no more than 500 words)**

The main objective of this project is to restore or retain 2,000 grassland acres (and associated wetlands) within Ransom, Sargent and Richland counties. This will be accomplished by providing rental payments and cost share assistance for conservation practices needed to implement the project. NRCS's EQIP program and 319 programs in Ransom, Sargent and Richland Counties will be used in conjunction with this project. Producers will be required to sign 10 year agreements. Haying and grazing will be allowed on acres under the agreement. Producers will be required to implement wildlife friendly haying and grazing plans. 1/3 of acres enrolled as hayland will be required to be left yearly as wildlife habitat. Haying must be rotated throughout the entire acreage. Rotational grazing management plans will be required on land to be grazed. Rental payments will be provided for the first 5 years of the agreement at \$100.00/ac. Only expiring CRP acres or cropland seeded to grassland will be eligible. Supporting practices i.e., (fencing, water developments, seeding, tanks etc.) will be cost-shared at 60% actual costs with OHF Funds. Additional sources of funding for supporting practices are available from the NRCS EQIP program and county 319 programs. The total project cost is \$1,938,500.

The result of this project would be 2,000 acres of wildlife habitat within Ransom, Sargent and Richland counties. Water quality would be improved in the Sheyenne River and Wild Rice Watersheds. Approximately, twenty producers would be involved in the project along with Ransom, Sargent and Richland Soil Conservation Districts and NRCS. The project would last for 5 years (FY16-20). See attachment A for a map of the project area.

**Project Duration:\* 5 years (2016-2020)**

**Amount of Grant request \$ \* 1,250,000**

(1,000,000 rental payments/ 250,000 supporting practices.)

**Total Project Costs \$\* 1,938,500**

(Note that in-kind and indirect costs can be used for matching funds)

**A minimum of 25% Match Funding is strongly encouraged. Amount of Matching Funds \$\***

**\$673,500 - cash**

**\$15,000 – in-kind** Please indicate if the matching funds will be in-kind, indirect or cash.

**Source(s) of Matching Funds\***

NRCS- EQIP Funds-	\$375,000 cash
Producer Match -	\$216,000 cash
319 Funds-	\$75,000 cash
SCD's -	\$15,000 in-kind
	\$7,500 cash

Please provide verification that these matching funds are available for your project.

All 3 counties currently have active 319 projects. NRCS county offices receive a yearly allocation for their EQIP program.

**Certifications \***

X I certify that this application has been made with the support of the governing body and chief executive of my organization.

X I certify that if awarded grant funding none of the funding will be used for any of the exemptions noted on Page 1 of this application.

**Narrative**

**Organization Information – Briefly summarize your organization’s history, mission, current programs and activities.** \* The Ransom County Soil Conservation District (RCSCD) was formed in 1944. The RCSCD promotes conservation activities within Ransom County. The RCSCD uses all available programs both state and federal to put conservation practices on the ground. The RCSCD uses their annual and long range plans to prioritize what type of conservation practices are needed within the county. The RCSCD board consists of five supervisors which are farmers/ranchers from Ransom County. The board supervises two full time employees, a district clerk/technician and a watershed coordinator. The RCSCD board has legal authority to employ personnel and receive and expend funds. The RCSCD board has credible experience in personnel management and conservation leadership. The RCSCD board and employees work closely with the Natural Resource Conservation Service to implement conservation practices in the county.

The Richland Soil Conservation District (SCD) was established in 1937 to help protect and preserve our natural resources. The Richland SCD is comprised of 5 Board Supervisors and 3 office staff, which include the District Clerk, Watershed Coordinator and District Technician. Our Mission is to help landowners and producers be good stewards of the land by conserving, maintaining, and improving our natural resources and environment through education and leadership.

The Wild Rice Soil Conservation District was established in 1945. Board Members: Bruce Speich Chairman, Joe Breker, Duayne Baldwin, Kent Carpenter, Roger Zetocha. District Personal: Bonnie Anderson, Office Administrator - Trace Hanson, 319 Watershed Coordinator - Kelly Cooper, CCSP Farm Manger ,Allen Colemer, Volunteer Garden Manager Our mission is to work with the citizens of the Wild Rice Soil Conservation District to conserve and manage our natural resources for the benefits to present and future

generations.

All three counties currently have active 319 projects within their counties.

**Purpose of Grant – Describe the proposed project identifying how the project will meet the specific directive(s) of the Outdoor Heritage Fund Program \***

Identify project goals, strategies and benefits and your timetable for implementation. Include information about the need for the project and whether there is urgency for funding. Please indicate if this is a new project or if it is replacing funding that is no longer available to your organization. Identify any innovative features or processes of your project.

The main goal of this new project is to restore/retain grassland acres within Ransom, Sargent and Richland counties. The project will focus on retaining expiring CRP acres for grazing or haying and restoring cropland to grassland. This would be accomplished by providing rental payments to producers for a five year period. Cost share assistance would also be provided for seeding, water developments, fencing, etc. This assistance would be needed to restore cropland to grass and implement rotational grazing systems. All conservation practices implemented would meet NRCS standards and specifications. Cost share assistance would be provided through this project, NRCS's EQIP program and the Ransom, Sargent and Richland county 319 programs. See Attachment B for an example of what would be needed to restore 160 acres of cropland to grassland and implement a rotational grazing system. Producers would be required to sign an agreement that requires the land must remain grassland for 10 years (see attachment C). 2,000 acres of cropland would be converted to grassland during this project. Producers participating in the project would be required to implement haying and grazing practices that benefit wildlife. This would meet Directive C of the OHF fund. Additionally, Directive B would also be met. Cropland returned to grassland would improve water quality and improve soil conditions.

There is an urgent need for funding for this project as numerous acres of grassland have been broken up and returned to cropland in all three counties. A total of 28,000 acres of CRP has been lost in Ransom, Sargent and Richland counties over the last 2 years alone. This would be an innovative program as focus would be on working lands with an emphasis on improved wildlife habitat. Producers would be allowed to use the land for livestock production, but do so in an environmentally sustainable way that benefits wildlife, water quality and soil health in the project area.

**Management of Project – Provide a description of how you will manage and oversee the project to ensure it is carried out on schedule and in a manner that best ensures its objectives will be met.\***

The watershed coordinators from Ransom, Sargent and Richland counties will be managing this project with oversight from their respective boards. The watershed coordinators each have ten years plus of experience working with producers in their counties implementing conservation practices. Contracts with time tables for conservation practice implementation will be developed with each participating producer to insure the practices are installed prior to the end of FY 2020. NRCS and the NDDH EPA 319 program have established cost share guidelines for BMP's needed to be installed. OHF funds will be dispersed to producers through the Ransom County Soil Conservation District. Producers participating in this project will be required to sign an agreement that requires the land to remain grassland for ten years.

**Evaluation – Describe your plan to document progress and results. \***

A yearly status review will be conducted on all acres implemented through this project. The watershed coordinators from each county will be conducting the yearly status reviews. All conservation practices installed will be required to meet NRCS standards and specifications before cost-share payments are made. NRCS has established practice life spans for all conservation practices. All practices installed under this project will be monitored for their respect life spans. The ND 319 BMP tracker database will be used to keep track of all installed conservation practices. All agreements will be monitored yearly to insure that proper grazing and haying practices are being performed. All reports required by the OHF fund will be submitted on time and contain all necessary information. The SCD's will continue to monitor water quality to document any improvements in water quality.

**Financial Information**

ATTACHMENT: **Project Budget – Using the standard project budget format that is available on the website at <http://www.nd.gov/ndic/outdoor-infopage.htm> , please include a detailed total project budget that specifically outlines all the funds you are requesting. Note that a minimum of 25% match funding is strongly encouraged.\***

The project budget should identify all matching funds, funding sources and indicate whether the matching funds are in the form of cash or in-kind services. As noted on the standard project budget format, certain values have been identified for in-kind services. Please utilize these values in identifying your matching funds. **NOTE: No indirect costs will be funded.**

**X I certify that a project budget will be sent to the Commission\***

Project Expense	OHF Request	SCD's In-kind	SCD'S cash	Producer Match (cash)	NRCS EQIP Program cash	EPA 319 Funds cash	Totals
Rental Payments	\$1,000,000						\$1,000,000
Supporting Practices (1)	\$250,000			\$216,000	\$375,000	\$75,000	\$916,000
Project Administration (2)		\$15,000	\$7,500				\$22,500
Total Project Costs	\$1,250,000	\$15,000	\$7,500	\$216,000	\$375,000	\$75,000	\$1,938,500

- 1) Conservation Practices that are needed to implement the project
- 2) Includes salary, fringe, mileage etc. needed to implement the project

**Sustainability – Indicate how the project will be funded or sustained in future years. \***

Producers who participate in this project will be required to sign an agreement that stipulates acreage restored to grassland during this project must remain grass for 10 years which would be 5 years after all the OHF money has been spent. NRCS has established life spans for all conservation practices. The SCD's will monitor these practices to ensure that they are maintained for their respective life spans. Annual status reviews will be conducted on all acreage enrolled under this project for the 10 year agreement period.

**Partial Funding – Indicate how the project will be affected if less funding is available than that requested. \***

The amount of acres retained/restored during this project would be less if full funding is not available.

**Partnership Recognition - If you are a successful recipient of Outdoor Heritage Fund dollars, how would you recognize the Outdoor Heritage Fund partnership? \***

All producers that participate in this project will be made aware that funding has been provided by the OHF fund. Agreements will also specify that funding from the OHF fund have made this project possible. The SCD's may also develop signs that can be displayed on acres signed up through this project.

**Scoring of Grants**

All applications will be scored by the Outdoor Heritage Fund Advisory Board after your ten-minute oral presentation. The ranking sheet(s) that will be used by the Board is available on the website at <http://www.nd.gov/ndic/outdoor-infopage.htm> .

**Awarding of Grants\***

All decisions on requests will be reported to applicants no later than 30 days after Industrial Commission consideration. Applicants whose proposals have been approved will receive a contract outlining the terms and conditions of the grant. Please note the appropriate sample contract for your organization on the website at <http://www.nd.gov/ndic/outdoor-infopage.htm> that set forth the general provisions that will be included in any contract issued by the North Dakota Industrial Commission. Please indicate if you can meet all the provisions of the sample contract. If there are provisions in that contract that your organization is unable to meet, please indicate below what those provisions would be. \*

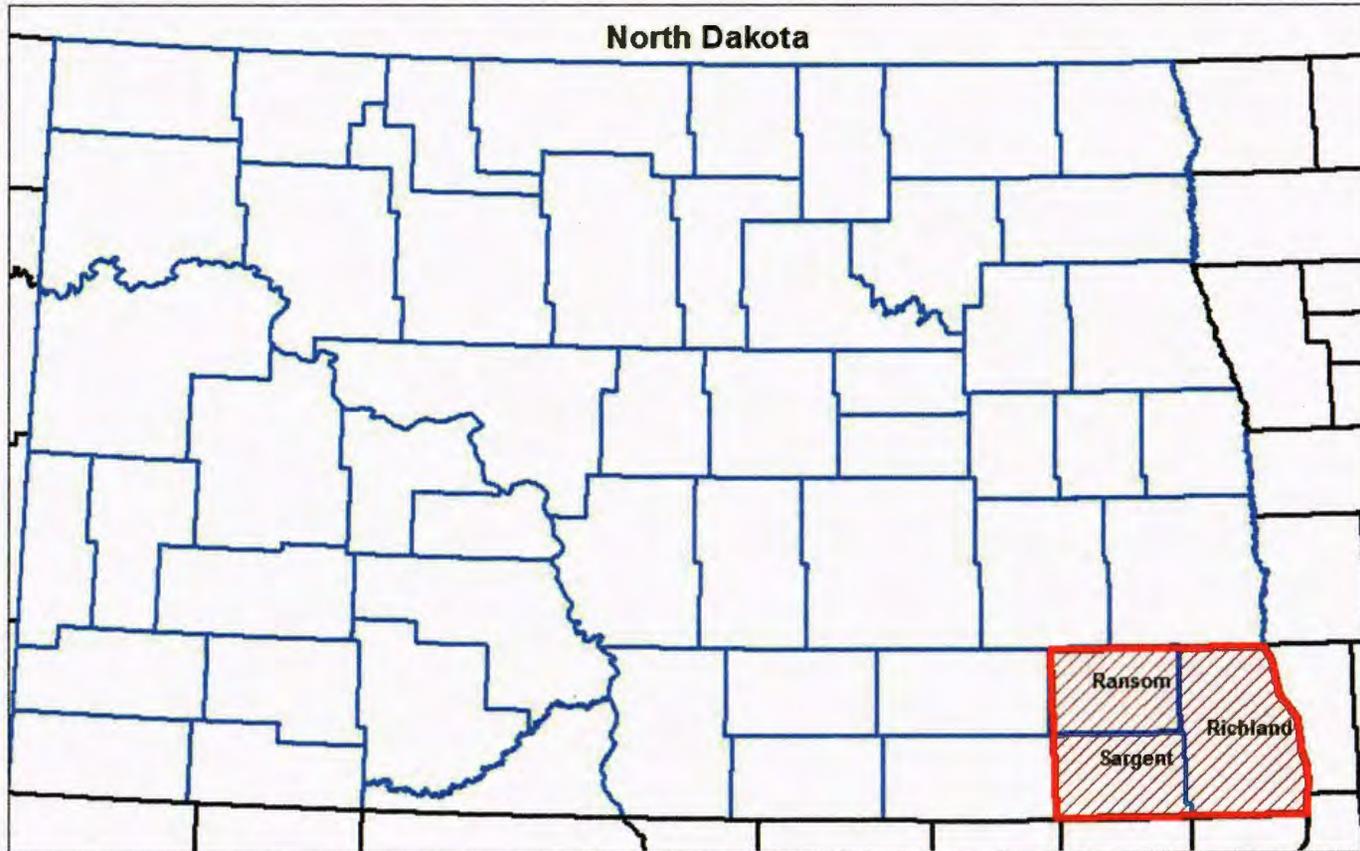
**Responsibility of Recipient**

The recipient of any grant from the Industrial Commission must use the funds awarded for the specific purpose described in the grant application and in accordance with the contract. The recipient cannot use any of the funds for the purposes stated under Exemptions on the first page of this application.

If you have any questions about the application or have trouble submitting the application, please contact Karlene Fine at 701-328-3722 or [kfine@nd.gov](mailto:kfine@nd.gov)

Revised August 21, 2014

# Attachment A



**Legend**

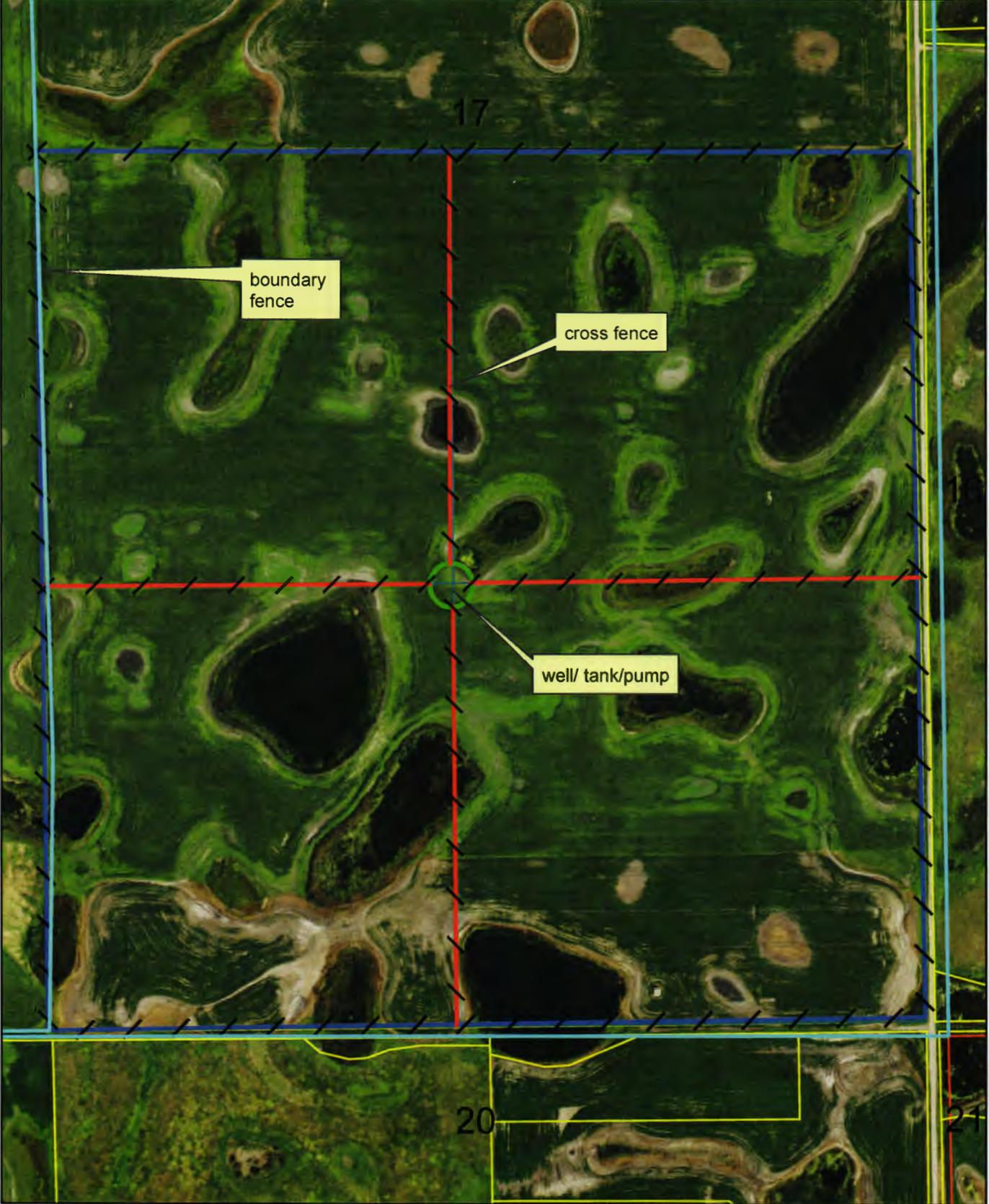


**Project Area**

0 20 40 80 Miles



## **Attachment B- Example**



**Cost to convert 160 acs of cropland to grassland**

**EQIP**

Well/tank/solar pump- \$9,354

Grass Seeding- \$16,860

Crossfencing- \$4,800

**OHF Funds-**

5yr rental payment-  $\$100/\text{ac} \times 160 \text{ ac} \times 5\text{yrs} = \$80,000$

Boundary fence- \$8,500

**Total Cost for 10 yrs- \$119,514**

**Conservation Benefits:**

Working lands (producers have \$\$ invested)

5yrs of payments then self-sustaining

Livestock infrastructure on the ground

Wildlife habitat/better water quality

**Cost of 160 acs of CRP**

Grass seeding- \$16,860

Rental payment-  $\$127.00/\text{ac} \times 160\text{ac} \times 10\text{yrs} = \$203,200$

**Total Costs- \$220,060**

**Conservation Benefits:**

Wildlife habitat/better water quality

**Attachment C**

**(DRAFT)**

**Grassland Agreement  
Soil Conservation District**

This Grassland Agreement ("Agreement"), is made by and between \_\_\_\_\_ whose address is \_\_\_\_\_ ("Grantor"), and the Soil Conservation District, a North Dakota political subdivision whose post office address is , , ND 00000 (the "District"), Grantee.

WHEREAS, the purpose of this Agreement is to restore and/or retain grassland in county in locations most likely to benefit and sustain wildlife and water quality. Grantors, in exchange for compensation paid by the District, wish to provide the District with a 10 year agreement for these purposes. This Agreement does not grant any rights to the general public for access to or entry upon the lands described below.

WHEREAS, Chapters 47-05 and 4-22 of the North Dakota Century Code authorize the District to enter into agreements on eligible lands to establish conservation practices to enhance water quality and wildlife habitat.

WHEREAS, the District has developed a program with funding from the Outdoor Heritage Fund, with the goal of restoring/retaining grassland within the county.

NOW, THEREFORE, for and in consideration of the total sum of \_\_\_\_\_ (\$ \_\_\_\_\_) the receipt and sufficiency of which the parties acknowledge, Grantors hereby grant, convey, and warrant to the District, its successors and assigns, an agreement in accordance with the terms and conditions set forth herein for a term of 10 years on the following real property in County, North Dakota, containing \_\_\_\_\_ acres, more or less, identified as follows, is described:

Legal Description: (See attached map outlining the area)

(The "Property"). This Agreement is subject to all prior easements, roadways, and mineral rights of record.

Binding Effect. This Agreement constitutes servitude upon the Property; this Grassland Agreement will run with the Property; and this Agreement binds Grantors, their heirs, successors, assigns, representatives, and lessees, and including successors in title.

Ownership. Grantors represent and warrant they are the sole owners of the Property in fee simple, including any and all mineral rights; they have good and marketable title to the Property; they have the authority and right to execute this Agreement; and this agreement does not violate any mortgage or other interest held by any third party regarding the Property, or any portion of the Property.

Access to the Property. Grantors warrant the right of not giving access to the public for ingress and egress to the Property across adjacent or other properties of Grantors. Grantors grant the District the right of reasonable ingress and egress to, from, in, on, over, across, and through the Property to inspect the Property and to ensure compliance with the terms of this Agreement.

Recreational Uses. Grantors expressly reserve the right to use the Property for reasonable recreational purposes, including, but not limited to, hunting, fishing, hiking, canoeing, and kayaking, as well as access to the Property for those purposes.

Obligations of Grantors. Grantors will comply with all terms and conditions of this Agreement, including the following:

1. Grantors, their heirs, successors, assigns or leases, will manage the established native/introduced grass cover for purposes of haying or grazing in accordance with the following: Hayland- 1/3 of acres enrolled must be left undisturbed yearly for wildlife habitat. Haying must be rotated through entire field. Grazingland- A rotational grazing system must be developed for land to be used for grazing. System must meet NRCS Standards and Specifications for 528 Prescribed Grazing or a District approved equal.

2. Without otherwise limiting the rights of the District granted in this Agreement, the following activities and uses are prohibited on the Property:
  - a. Altering of grassland, woodland, wildlife habitat or other natural features by, digging, plowing, disking, or otherwise destroying the vegetative cover except as described in 1.
  - b. Planting or harvesting any crops;
  - c. Dumping refuse, waste, sewage, soil, ashes, abandoned vehicles, appliances, machinery, garbage, rubbish, junk, equipment, or other debris; and
3. Grantors will control noxious weeds and pests on the Property by complying with noxious weed control laws, and will control pests as necessary to protect the public health.
4. Grantors will allow the District, through its authorized agents, access to the Property for purposes of inspection to verify compliance with the terms of this Agreement.
5. Grantors will pay when due any and all real property and other taxes and assessments, if any, which may be levied or assessed against the Property.
6. Within 30 days of any sale or conveyance of the Property, or any portion of the Property, Grantors will notify the District, in writing, of the names and addresses of the new owner or owners.
7. Grantors are responsible for all maintenance to improvements on the Property (i.e. fences, gates, tanks pumps, or wells, grass seeding), including any improvements paid for or cost-shared by the District,
8. With regard to all rights reserved by Grantors, including any activities not prohibited by this Agreement, Grantors will minimize and prevent any potential damage to the grassland. If Grantors believe or reasonably should believe the exercise of a right or any activity not prohibited by this Agreement may have an adverse effect on the grassland, Grantors will notify the District in writing before exercising the right or activity. If the District determines the exercise of the right or activity will, in fact, result in an adverse effect on the grassland, Grantors will not exercise the right or activity without prior written consent of the District.

Violations and Remedies. If Grantors fail to comply with any provision of this Agreement, the District may, immediately and without the need for any prior notice, enforce the provisions of this Agreement in accordance with N.D.C.C. § 47-05-10 and may take any and all other available actions, in law or in equity, to enforce any of Grantors' obligations under this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive, and are in addition to any and all other remedies available to the District under North Dakota law. Grantors will be responsible for all of the District's costs and expenses, including reasonable attorneys' fees, incurred in enforcing this Agreement, or incurred in litigating the terms or validity of this Agreement.

Survival of Agreement. If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable.

Entire Agreement. This Agreement, together with the attachments to this Agreement and together with any subsequent amendments, constitutes the entire agreement between the parties regarding the matters described in this Agreement, and this Agreement supersedes any previous oral or written agreements between the parties.

Forbearance or Waiver. The failure or delay of the District to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

