
Project Application

Dickinson County Water Quality Commission

Applicant Organization:

Street Address:

City:

Zip Code:

Email:

Phone:

Organization Contact:

Project Title:

Project Director:

Street Address:

City:

State:

Zip Code:

Email:

Phone:

Application Submission

Date:

Brief Description (75 Words or less) of project, including expected results:

Amount Requested through this grant application*:

Matching funds:

Hard Match (anything paid for with real money)

Sources of Matching Dollar(s)

(if it is your intent to seek matching grants using WQC funds, list those potential additional grants, the expected timing for funds to be available, and the dollars that will be requested)

Soft Match (anything NOT paid for with real money)

Source(s):

Other Support:

Amount of Federal, State, or other public cash match money already acquired or in process (list all and Status)

Amount of Private cash match funds:

Sources of public and/or private cash match (list all):

Is this project a portion of a larger, overall project to be implemented over a multi-year period?
(Check one)

Yes

No

If yes, describe in project narrative and include in budget form as instructed.

*The Water Quality Commission will only obligate funds for current fiscal year. Any multi-year projects will be allowed to re-apply in subsequent years.

Type of Project (select all that apply)

Public education, public awareness and information dissemination

Creation or maintenance of Best Management Practices

Erection and maintenance of storm water run off facilities

Bank Stabilization

Water monitoring

Watershed Protection

Activities to abate and remove invasive species

Any other activities which will improve, protect, or enhance the quality of water in the lakes of Dickinson County

Estimated Project Dates:

Start:

Completion:

Applicants Signature:

Upon signing in the space provided below, the applicant agrees to conform to the requirements pertaining to:

- Civil Rights Assurance of Compliance: The applicant hereby agrees that it will comply with Title VI of the Rights Act of 1964, 1873 and the age Discrimination Act of 1975 to the end that no person in the United States shall on the grounds of race, color, national origin or otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives grant funds and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or person whose signature appears below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Applicants Name and Title

Date

REQUIRED BUDGET FORM

See Application Guidelines for this form

Proposed Budget for Current Grant Request Year (fill out with just the match for this year's WQC match if this is a multi-component, multi-year project, please fill out the second budget form with the entire budget and any anticipated grant dollars expected to be sought from WQC in future requests)

	Commission	Hard Match	Soft Match	Total
Staff				
Supplies and Services				
Equipment				
Travel				
Water Monitoring				
Land Acquisition				
Land Development				
Other				
Total				

* Hard Match is "real money spent" toward project goal.

** Soft Match is money indirectly spent toward project goal. (This is important but not included in the dollar amount for points).

You must attach a letter of support for each contributor of Hard Match dollars and soft match dollars that specifies the amount of money or service being provided. If you are seeking other grants using WQC funds as a match, list those grants in the budget narrative and the timing those grant funds are to be available.

BUDGET NARRATIVE: Attach a Budget Narrative. Follow directions in Application Guidelines.

TASKS AND DELIVERABLES: Attach a list of Tasks and Deliverables following the Application Guidelines included in this packet.

PROJECT NARRATIVE

Attach project narrative following the instructions in application guidelines, including:

STATEMENT OF PROJECT NEED:

STATEMENT OF PROJECT BENEFITS TO WATER QUALITY

PUBLIC AWARENESS PLAN

LAND ACQUISITION AND DEVELOPMENT: If the project involves land acquisition and development, fill out the requested information below. See application guidelines for details. (Note: Land Development is any activity on a piece of ground that constitutes improving the land, developing the land, or otherwise impacting the land)

Project Location:

Environmental, Economic and Social Impacts of Project (Demonstrate project impact to water quality and project need in this section)

Historical, Archaeological, and Architectural Features/ Impacts/Land Acquisition, Development

Project's Relationship to State, Local and County Plans

Agreements and Easements/Land Acquisition/Development

Itemized Cost Estimate Land Acquisition/Development

Maintenance Plan and Data Rights

If any of input boxes on this form does not provide adequate room for the detail you wish, simply submit a continuation sheet with the additional material and it will be added to the grant application.

Environmental, Economic and Social Impacts of Project (Demonstrate project impact to water quality and project need in this section)

Environmental

The primary impairment to the Iowa Great Lakes is excess sediment, which brings with it, excess phosphorus. The 130 acre Gruhn Tract is located 0.1 miles from the shores of Big Spirit Lake. Conversion of this property from row-crop production to a prairie/wetland complex will result in significant reductions of phosphorus and nitrogen delivered to the lake through this watershed. Additionally, sediment delivery will be reduced by nearly 100%.

Economic

According to Iowa State's 2019 Iowa Lakes Survey, the most important factor for residents of Iowa and neighboring states in deciding whether to visit a lake is water quality. Up to 83% of survey respondents indicated they checked the DNR website for water quality information before visiting. It is crucial to keep Big Spirit Lake clean for all visitors who come and relax, fish, and swim so they keep coming back. According to the same 2019 Iowa State survey, Iowans are becoming more aware of harmful algal blooms and their impacts. This plays a role in their decision to where to travel.

Social

According to a survey conducted in 2017 about Okoboji's tourism, 26 percent of residents and 30 percent of frequent visitors cited "scenic nature parks and trails" as an activity they enjoy most when visiting Okoboji. The culture of the Iowa Great Lakes revolves around the outdoors, and it is essential that recreational opportunities are preserved and expanded so that people can continue to connect with nature in the area. This project will transform a cropland into a scenic wetland complex open to the public for hunting and other associated wildlife recreation.

Project's Relationship to State, Local and County Plans

Located within the following priority areas

Iowa Great Lakes Watershed Management Plan

North American Waterfowl Management Plan

 Hales Slough-Little Swan Prairie Pothole Joint Venture Priority Area

Partners in Flight

US Shorebird Conservation Plan

North American Waterbird Conservation Plan

Iowa Wetland Management District

Conservation Opportunities Area in the Iowa Wildlife Action Plan

Ducks Unlimited Living Lakes Initiative - West Fork Little Sioux River - Little Sioux River Emphasis Area

Northern Tallgrass Prairie National Wildlife Refuge and Habitat Preservation Area

The **IGLWMP** has the Sandbar Slough RMA listed as a priority area for restoration. The wetlands to be constructed partially include a potential wetland restoration identified in the plan. The IGLWMP states: "The land use of the IGL Watershed has undergone dramatic changes post settlement with the bulk of the wetland that once dominated the landscape now drained and converted to row crop production. These areas that once stored and filtered water are now left with straightened drainage ditches and tile lines leading to the land or a small number of over-stressed wetlands. The goal of this practice is to restore wetlands with upland buffers to filter water and assist with restoring historic hydrology where possible."

Iowa Wetland Management District

In the Iowa Wetland Management District, where habitat restoration is a major goal, and investing in functional landscapes is a primary concern, a GIS spatial modeling approach has been used which allows managers to target habitat investments to those areas where the combination of existing habitats and restoration potential offers the greatest benefits to waterfowl and other migratory birds. This modeling process has resulted in identification of 100 focal landscapes for wetland conservation which comprise 7% of the Iowa Wetland Management District. These focal landscapes are commonly referred to as PPJV Priority Areas, and have been used to guide acquisition of Waterfowl Production Areas (WPA's) since 1988. These 100 PPJV Priority Areas are considered the highest priority wetland/ grassland landscapes for meeting migratory bird population goals in the Iowa Portion of the Prairie Pothole Region under each of the National Bird Plans.

Ducks Unlimited Living Lakes Initiative

Ducks Unlimited and IA-DNR have worked to identify 11 Emphasis Areas (EA's) within the Prairie Pothole Region of Iowa that are especially important to spring migrants like Lesser Scaup.

Northern Tallgrass Prairie National Wildlife Refuge and Habitat Preservation Area (HPA)

The Northern Tallgrass Prairie Habitat Protection Area was established by Congress in 2000 as a means to permanently preserve a portion of the remaining tracts of northern tallgrass prairie in Iowa and Minnesota. A non-traditional National Wildlife Refuge, the Northern Tallgrass Prairie National Wildlife Refuge is comprised of a distributed network of prairie parcels acquired in fee title or as easements within the HPA much like Waterfowl Production Areas within a Wetland Management District. In 2013, the multi-agency and NGO Iowa Tallgrass Prairie Working Group was formed to develop a plan for the conservation of tallgrass prairie in Iowa to most effectively attain the tallgrass prairie protection and restoration goals of the HPA. The plan identified 11 Focal Areas for conservation of Tallgrass Prairie within the Iowa Prairie Pothole Region.

Iowa Wildlife Action Plan

Iowa DNR's Wildlife Action Plan (IWAP) identifies the urgent need to protect and enhance prairies and herbaceous wetlands within the Prairie Pothole Region of Iowa. The plan sets a goal of creating wetland/grassland complexes of 2,000 or more acres across the project area. This proposal specifically addresses this goal.

Partners in Flight

The 2016 Partners in Flight Plan revision documents widespread declines in populations of 448 species of landbirds in the U.S. and Canada. And states that "the daunting task of conserving several hundred landbird species across vast and varied landscapes under diverse ownership requires unprecedented levels of cooperation among the public, private, and industrial sectors. The partnership between the Iowa DNR, USFWS, private Iowa Natural Heritage Foundation and the DCWQC would be an excellent example of the level of cooperation needed to recovery these declining species.

North American Waterfowl Management Plan

More than a quarter century ago, waterfowl populations in North America languished at historic lows. The waterfowl management community in the United States and Canada developed a strategy to restore them through habitat protection, restoration and enhancement - an unprecedented recognition of the need for international cooperation to help recover these shared resources. The plan is innovative because its scope is international, but its implementation occurs at the regional level. Its success depends on regional partnerships called migratory bird joint ventures, comprising federal, state, provincial, tribal, and local governments; businesses; conservation organizations; and individuals.

Item & Work	Units	\$/unit	Total \$
CONTRACTS			
Storm Water Permitting	1	\$1,600	\$1,600
Mobilization	1	\$10,000	\$10,000
Earthen Fill - cubic yards	13,760	\$5.00	\$68,800
Minor Site Prep	1	\$2,000	\$2,000
Agri-Drain WCS & Installation	1	\$1,500	\$1,500
Tile Search - Ft	1,650	\$2	\$3,300
Tile Breaks	15	\$225	\$3,375
Silt Fence Installation	400	\$5	\$2,000
Small Spillway Installation	1	\$500	\$500
Tile Breaks	15	\$250	\$3,750
Straw Wattle Installation 8"	500	\$4	\$2,000
Large Spillway Installation	1	\$1,000	\$1,000
8-Inch Tile/Intake Install	400	\$5	\$2,000
Wetland Excavation # 1	1	\$5,000	\$5,000
Wetland Excavation # 2	1	\$15,000	\$15,000
Wetland Excavation # 3	1	\$10,000	\$10,000
5-Inch Seepage Tile Install (ft)	360	\$4	\$1,260
Old WCS & Pipe Removal Diposal	1	\$3,000	\$3,000
Subtotal Contracts			\$136,085
MATERIALS and EQUIPMENT			
Anti-Seep Collar	1	\$200	\$200
10-Inch CMP - 20 Foot	1	\$450	\$450
10-Inch Agri-drain WCS	1	\$2,000	\$2,000
WCS Concrete & 28-Inch RCP	1	\$60,000	\$60,000
10-Inch Dual Wall Pipe	60	\$10	\$600
Pipe Tie Down	2	\$250	\$500
10-inch T Connector	1	\$200	\$200
5-Inch Perf Tile (ft)	360	\$2	\$720
Engineering Fabric	1	\$200	\$200
Fire Proof Cover	1	\$1,800	\$1,800
Native Prairie Seed	97.6	\$136	\$13,300
Rip Rap pipe/outlet/spillway	1	\$5,000	\$5,000
Subtotal Materials and Equipment			\$84,970
TOTAL RESTORATION DIRECT COSTS			\$221,055



United States Department of the Interior

FISH AND WILDLIFE SERVICE

1710 360th St.
Titonka, Iowa 50480-7086
515-928-2523



Mr. Brad Jones
Dickinson Soil and Water Conservation District
3302 18th Street
Spirit Lake, IA 51360

Dear Mr. Jones,

Union Slough National Wildlife Refuge supports the multi-partner effort to develop a key tract of land in the Iowa Great Lakes Watershed. The Waterfowl Production Area (WPA) was purchased by the U.S. Fish and Wildlife Service (Service) in 2024 and consists of 130 acres located in Spirit Lake Township. The Service is currently working with the Iowa Department of Natural Resources to restore uplands and wetlands on the property to provide wildlife habitat and improve water quality. Based on available funding the Service intends to restore habitat on the WPA as soon as possible.

Union Slough National Wildlife Refuge is pleased to support a partnership with others to achieve conservation needs in the Iowa Great Lakes Watershed.

Best Regards,

Ed Meendering
Refuge Manager



September 29, 2025

To: Dickinson County Water Quality Commission

From: John F. Smeltzer, Spirit Lake Protective Association

Subject: Gruhn Property Restoration Project – WQC Application by Iowa DNR

Spirit Lake Protective Association (SLPA) would like to add our support and a statement of appreciation for this water quality improvement grant request. When completed, this proposed project will positively impact the immediate water quality of Big Spirit Lake and therefore a very major portion of the Iowa Great Lakes watershed. We would appreciate your support for this request from Iowa DNR.

SLPA has been and remains a strong supporter of the efforts on the part of all players working on this important Big Spirit Lake / IGL's project. Our Board of Directors remains committed to understanding both the updated status of the project and are attentive to both the current and future need (including financial support if necessary) to assist in achieving all possible (and reasonable) water quality outcomes from the ongoing work and maintenance.

We have continued our dialogue with the groups involved in this project and are pleased to add our name in support of this request by Iowa Department of Natural Resources. It is our hope that the Water Quality Commission will receive their application and give it full consideration.

Respectfully submitted

John F. Smeltzer - Chairman, Spirit Lake Protective Association

Appendix I: Memorandum of Understanding with Iowa Department of Natural Resources

Memorandum of Understanding Iowa Wetland Management District

Cooperating Partners:

**U.S. Fish and Wildlife Service
and
Iowa Department of Natural Resources**

October 2012

MEMORANDUM OF UNDERSTANDING

Iowa Department of Natural Resources
State of Iowa

Fish and Wildlife Service
U.S. Department of Interior

This MEMORANDUM OF UNDERSTANDING, entered into by and between the Iowa Department of Natural Resources, State of Iowa, hereinafter referred to as the Department, under Chapters 107.24 and 107.30, Code of Iowa; and the Fish and Wildlife Service, United States Department of the Interior, hereinafter referred to as the Service, acting by and through the Regional Director, Region 3, under the Authority of the Migratory Bird Conservation Act of February 18, 1929, as amended (16 U.S.C. 715-715r); Migratory Bird Hunting and Conservation Stamp Act of March 16, 1934 (48 Stat. 451), as amended (16 U.S.C. 718 et seq.); Fish and Wildlife Act of August 8, 1956 (708 Stat. 1119), as amended (16 U.S.C. 742a-742j); the Land and Water Conservation Fund Act of 1965 (16 U.S.C. 460 et seq.); the Emergency Wetland Resources Act of 1986 (P.L. 99-645); the National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57); and in accordance with the policy of cooperation with the various states expressed in 43 CFR, part 24.

WHEREAS, the Department has been created under the laws of the State of Iowa to provide an adequate and flexible system for the protection, development, and use of forests, fish and wildlife, lakes, streams, plant life, flowers, and other outdoor resources, and

WHEREAS, the Service has as its responsibility the management of migratory birds and seeks to maintain and increase populations of migratory birds so they may continue to provide recreational and educational benefits for people, and

WHEREAS, the Department has a responsibility for the management of migratory birds and other wildlife within the boundaries of the state of Iowa, and

WHEREAS, the Department and the Service recognize the value of wetlands developed under this agreement to wildlife species other than waterfowl, and

WHEREAS, it is the mutual desire of the Department and the Service to work in harmony for the common purpose of acquiring and managing production habitat in Iowa in order to maintain and increase waterfowl and other migratory bird populations for the best interests of the people of Iowa and the United States.

This MEMORANDUM OF UNDERSTANDING between the Department and the Service supports the goals of the Prairie Pothole Joint Venture, a component of the North American Waterfowl Management Plan. In Iowa, the goals for wetland preservation are to: 1) acquire land through a combination of county, state and federal governments, conservation organizations, private businesses and concerned citizens to protect 100,000 acres, 2) acquire existing or restorable wetlands and adjacent upland nesting habitat at an optimum ratio of one wetland acre per three upland acres within each priority complex, and 3) continue an aggressive wetland restoration program on private land to create new wetland habitat.

The Iowa Department of Natural Resources and The Fish and Wildlife Service Mutually Agree:

1. To cooperate in planning, carrying out, and operating a program to acquire, protect, and manage lands for wetlands preservation and waterfowl production in the state of Iowa for the express purpose of maintaining and increasing the production of waterfowl. These lands will be known as Waterfowl Production Areas (WPAs). This program shall be known as the Iowa Small Wetlands Acquisition Program (Program).
2. To cooperate in identifying communities of waterfowl production habitat in Iowa, and delineate for purchase or easement those lands of high waterfowl production capabilities of said communities. Each wetland community selected for habitat acquisition shall be within the 35 counties identified in the Prairie Pothole Joint Venture Plan.
3. To coordinate activities under this agreement with the Iowa PPJV Implementation Committee.
4. To manage lands acquired under this Program in accordance with the Iowa Wetland Management District (WMD) approved Comprehensive Conservation Plan (CCP) incorporating updated management practices as mutually agreed by both agencies.
5. To abide by the attached Procedural Agreement which has been mutually agreed upon as the document that will guide activities under this Memorandum of Understanding and is attached hereto and made a part of this Memorandum of Understanding.
6. To review annually, the management of lands acquired under this Program, the progress of the Program, and to plan for the future Program direction as appropriate.
7. That each and every provision of this Memorandum of Understanding is subject to the laws of the State of Iowa and the laws of the United States.
8. The Service shall retain primary jurisdiction and be principally responsible for the management of these lands as part of the National Wildlife Refuge System as outlined in the attached Procedural Agreement.
9. That nothing in this Memorandum shall be construed as obligating the Department or the State of Iowa to the expenditure of funds or for the future payment of money in excess of appropriations authorized by law.
10. That nothing in this Memorandum shall be construed as obligating the Service to expend or as involving the United States in any contracts or other obligations for the future payment of money in excess of the appropriations authorized by law.
11. That this Memorandum shall become effective as soon as it is signed by the parties hereto and shall continue in force until terminated by either party upon a thirty (30) day notice upon a date indicated.

12. That amendments to this basic Memorandum of Understanding may be proposed by either party and shall become effective upon approval by both parties.

13. To share the operation and use of equipment and vehicles in the course of cooperative management operations subject to the following special provision:

Each party to this agreement agrees to be responsible for damages to their own property and injuries to their own employees/volunteers, except for damages/injuries resulting from the faulty or negligence of the other party. Any claim for damages to property or persons made against the respective governments will be pursued in accordance with the provision of the respective Tort Claims Acts.

The Fish and Wildlife Service Agrees:

1. To request a minimum of \$2 million of the Region's annual migratory bird fund allocation to this Program.
2. To provide the necessary personnel to plan for and carry out the purpose of this Program.
3. To review and approve or disapprove completed land acquisition appraisal reports.
4. To prepare and authorize Statements of Just Compensation, as required by provisions of P.L. 91-646.
5. To take necessary steps to vest title in the United States of land acquired for this Program, and make payment for property so purchased.
6. To make payments for all relocation benefits to displaced persons affected by the acquisition of lands under this Memorandum of Understanding, as required by P.L. 91-646.
7. To conduct cadastral surveys of lands purchased for this Program if required for legal description or relocation of boundary.
8. To complete appropriate use findings and compatibility determinations for uses in accordance with Service policy.
9. To provide Department \$250,000 annually for management of WPAs within the Iowa WMD.

The Iowa Department of Natural Resources Agrees:

1. To provide the necessary personnel to plan for and carry out the purpose of this Program.
2. To provide, when requested by the Service, appraisal reports on proposed projects.
3. To negotiate with landowners and obtain purchase agreements on Service forms, to conduct relocation advisory services as required by P.L. 91-646, and to assist the landowners in filing claims for reimbursement of expenses under P.L. 91-646.

4. To obtain necessary state approvals for lands purchased for this Program in accordance with applicable state and federal laws.
5. To forward signed purchase agreements, completed appraisal reports and other documents deemed necessary to the Division of Realty, U.S. Fish and Wildlife Service, Bloomington, Minnesota.
6. To provide information concerning proposed secondary and economic uses to the Service for compatibility determinations.
7. To provide the Service a summary activity report, by WPA, on an annual basis.

In WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date when last signed below.

DEPARTMENT OF NATURAL RESOURCES
STATE OF IOWA

By Chuck Gagg
Director

Date 10/29/2012

FISH AND WILDLIFE SERVICE
U.S. DEPARTMENT OF THE
INTERIOR

By Thomas O. Melius
Regional Director

Date 11/20/12

PROCEDURAL AGREEMENT

I. LIAISON AND COORDINATION

The Service Project Leader at Union Slough National Wildlife Refuge, Titonka, IA, is designated as Iowa Wetland Management District (WMD) Coordinator. The Service Project Leader will represent the Service in exercising jurisdiction over the management of Waterfowl Production Areas (WPAs), and provide local assistance to the Department in carrying out the Program. Acquisition, however, shall be coordinated through the Division of Realty, in Bloomington, MN.

The Wildlife Bureau Chief will be the Program Coordinator representing the Department in all matters related to the Memorandum of Understanding and Procedural Agreement.

II. GUIDELINES FOR SELECTING WPAs

Acquisition objectives will be to identify and acquire, in fee title or easement, WPAs with highest priority given to acquiring natural or restorable wetlands having brood-rearing cover and associated upland nesting cover in close proximity to existing public wetlands. Other areas of priority will be uplands in the vicinity of wetlands where nesting cover is lacking.

- A. Project areas will be located within the 35 eligible counties listed in the Prairie Pothole Joint Venture Plan. Priority will be given to wetland complexes as delineated in the *Identification of Potential Wetland Complex Restorations in the Prairie Pothole Region of Iowa* (2002). This does not preclude consideration of tracts outside of the delineated areas which may be deemed important focal areas of habitat.
- B. WPAs to be acquired will be selected primarily on the basis of their importance to waterfowl and other migratory birds.
- C. The upland-nesting component of waterfowl production habitat will be emphasized and situated to complement designated wetlands ideally in a 3:1 ratio of uplands to wetlands within a targeted complex. Whole farm units can be considered. Surplus upland can be exchanged where appropriate.
- D. Legal access to the property for the purpose of management and public use is required. This can be either in fee or easement.
- E. Creeks and rivers do not qualify as core wetlands for purchase but their presence may enhance the unit.

III. ACQUISITION PROCEDURES

- A. Service Division of Realty will maintain a record of all WPA projects and provide updates to the Department on request.

- B. Potential projects will be evaluated by Department or Service. Selected project packages containing a Service delineation sheet and other project data will be forwarded to the Department.
- C. Department will review and forward selected WPA project packages to the Service Project Leader for review.
- D. The Service Project Leader will review packages and forward to Service Division of Realty.
- E. Service Division of Realty conducts or contracts for the appraisal. The Service shall have the appraisal reviewed and upon approval, send a Statement of Just Compensation, copy of appraisal and purchase agreement to the Department Realty office for negotiation.
- F. Negotiations will be conducted with the intent not to exceed the appraised value. While the Service has authority to accept purchase agreements in excess of the appraised value for WPAs; it rarely does so. In special circumstances, justification to obtain price agreement in excess of appraised value is warranted. Before a WPA agreement for a price exceeding the appraised value is accepted, the Regional Director must approve a statement, for the record, citing the case history of negotiations and the reasons that a higher price is justified. Coordination shall be through the Division of Realty, Bloomington, Minnesota.
- G. Federal purchase agreement forms will be used, including Statements of Just Compensation.
- H. The value for use and occupancy reservation of less than 2 years duration is not usually discounted. Use reservations, especially for buildings, are permitted for periods not to exceed five years. Any additional tenancies beyond five years, if permitted, will be handled by Special Use Permit executed by the Service Project Leader. Tenancy for Cooperative Farming Agreements shall be administered in accordance with the WMD approved CCP and 50 CFR 29.2 (Cooperative Land Management).
- I. Upon Service acceptance of the purchase agreement, a certified letter of acceptance will be sent to the vendor. A copy of the letter of acceptance and a copy of the accepted option and tract maps will be sent to the Department and Service Project Leader. Service Division of Realty (or designee) will conduct necessary acquisition surveys.
- J. After transfer of title to the United States, the following documents will be furnished at time of completion to the Department and Service Project Leader.
 - 1. Copy of executed deed.
 - 2. Notification of payment to vendor
 - 3. Title vesting memorandum with copy of final opinion from Solicitor.
- K. Department will provide owner/tenants with legal notification of termination of cropping rights per state law at date of closing and Service will notify USDA-FSA of title transfers

**IV. COMPREHENSIVE CONSERVATION PLAN (CCP) AND STEP DOWN
MANAGEMENT PLAN REQUIREMENTS**

Within one year after the Service takes possession of a given tract, a unit plan will be prepared by the Department and Service and will be based on goals and objectives outlined in the WMD CCP and Habitat Management Plan (HMP). The jointly developed unit plan will describe the objectives for management of WPAs in the Iowa WMD and will include objectives for upland habitats, wetland habitats, and public uses.

Objectives will primarily consider migratory waterfowl, other migratory birds, and endangered and threatened species. Public use objectives will be consistent with those authorized in Title 50 Code of Federal Regulations and National Wildlife Refuge System guidelines. Cultural resources will be managed according to federal regulations.

An inventory of present land use practices and recommended future use and development for each habitat type will be included in the plan. Existing facilities will be identified along with recommendations as to their future use or disposal. GIS generated aerial photographs, maps and soils data will be incorporated into management planning when available and feasible.

V. LAND MANAGEMENT RESPONSIBILITIES

The MOU identifies the Department as the lead management agency for WPAs in Iowa. As such, the Department provides major financial support for WPA management. The cooperative nature of this partnership affords flexibility in our shared responsibilities to ensure that critical elements are accomplished in a timely manner. Work will be accomplished in accordance with the approved CCP and applicable step down plans (e.g. HMP, Visitor Services Plan, Hunt Plan). The Iowa WMD CCP and step down plans are hereby made a part of the Procedural Agreement and will be used in the management of Iowa's WPAs. Responsibilities for specific elements are described as follows:

A. Administration

1. Service will make annual federal payments to the counties according to P.L. 95-469, Refuge Revenue Sharing Act as amended in 1978.
2. Service will issue Special Use Permits and receive monetary receipts.
3. Department will negotiate and administer Cooperative Farming Agreements following Department and Service land management policy and guidelines. One copy will be kept at the WMD office. The Service Project Leader will review the Cooperative Farming Agreements for consistency with the CCP at the beginning of each agreement period. Department shall not accrue income nor barter goods or services under these agreements. All cooperative farming activities will be consistent with 50 CFR 29.2 (Cooperative land management). Department will have signature authority for FSA and NRCS documents pertaining to Cooperative Farming Agreements.
4. Service and Department will conduct compliance checks for all Special Use Permits and Cooperative Farming Agreements.

5. Service will process all applications for rights-of-way.
6. Service will conduct real property inventory.
7. Service and Department will provide administrative services associated with construction contracts.
8. Department will erect, maintain, and/or remove fences.
9. Service will provide all Service boundary, recognition, and regulatory signs and posts. Department will provide special use, boundary, public hunting, and recognition signs as appropriate and as outlined in the CCP or Visitor Services Plan.
10. Department will install and maintain signs on WPAs.
11. Service and Department will evaluate all WPAs at least once a year for wildlife and habitat resource values.
12. Service will maintain a closed case file of all fee and easement purchases. The original closed case file will be available in the Division of Realty, Bloomington, Minnesota.

B. Building Sites and Other Improvements

1. Service will inventory, administer sales, and bury and/or remove debris, junk, and unsold buildings and structures. Department will assist when appropriate.
2. Service and/or Department will fill and/or cap wells, septic systems, and deep holes.
3. Service and/or Department will level and seed disturbed areas to suitable wildlife cover.

C. Cultural Resources

1. Department will provide the Service Project Leader with a Cultural Resource Clearance form, aerial photograph, and any consultant's findings regarding cultural resources. The Service Project Leader will notify the Regional Historic Preservation Officer who will evaluate all projects and consult with the State Historic Preservation Officer, Indian tribes, and other parties as applicable. The Service will pay for archeological investigations and studies. The Service Project Leader will provide the Department with results and will approve project implementation.

D. Wetland Development, Enhancement, and Restoration

Service and Department will design and construct water control facilities, plug existing ditches, and break or outlet tile lines. The Service will maintain these facilities. Department can provide labor, equipment and technical support.

E. Upland Habitat Management

1. Service and Department will manage existing cover and establish and manage permanent and rotational nesting cover for migratory waterfowl and grassland birds in accordance to objectives outlined in the CCP and HMP.
2. Crop production as a method for the conversion of uplands to waterfowl nesting cover is an acceptable practice.
3. Permanent food plots are permitted at levels identified in the WMD CCP, WMD HMP, and WPA unit plans.
4. Department will control noxious weeds as necessary adhering to Pesticide Use Proposals and reporting use to the Service Project Leader as requested.

F. Law Enforcement

1. Department will assume primary responsibility to enforce regulations on WPAs necessary to protect the resource. Department will submit an annual WMD report summarizing law enforcement incidents and citations (by category) to Service.
2. Service will enforce regulations and prosecute violations in federal court. Service will conduct annual reconnaissance to detect violations on Service easements.
3. Service and Department will inspect WPAs annually for land-use violations.

G. Public Use

1. WPAs will be open for hunting, fishing, and trapping in accordance with existing federal regulations. Other wildlife-dependent uses (wildlife observation, wildlife photography, environmental education, and interpretation) are allowed as stated in the WMD CCP. The public will be notified of allowed uses through signage, leaflets or other means. The use of any vehicle is prohibited except for persons with disabilities holding a special Department permit. Other uses may be permitted following the approval of a Service compatibility determination. In special cases, WPAs, or portions thereof, may be closed to all uses for resource protection or for reasons of human health and safety. Such closures must be approved by the Service's Regional Office. Refer to Title 50, Code of Federal Regulations for complete regulations governing the use of WPAs.