

**Bois de Sioux Watershed District  
Expenses by Vendor Detail  
November 18, 2020**

Type	Date	Num	Memo	Account	Cir	Balance
<b>HORMANN WORKS</b>						
Check	11/18/2020	20952	PAY APPLICATION NO. 5	53890 · Contracted Repairs and Ma...		188,672.72
Check	11/18/2020	20954	LEVEL SPOILS	54100 · Repairs and Maintenance		190,372.72
Check	11/18/2020	20954	LEVEL SPOILS	54100 · Repairs and Maintenance		192,242.72
Check	11/18/2020	20954	LEVEL SPOILS	54100 · Repairs and Maintenance		192,922.72
Check	11/18/2020	20954	LEVEL SPOILS	54100 · Repairs and Maintenance		196,237.72
Total HORMANN WORKS						196,237.72
<b>Jamie Beyer</b>						
Check	11/18/2020	20946	WEEK ENDING 10/16/20	51300 · Administration Expense		1,120.00
Check	11/18/2020	20946	WEEK ENDING 10/23/20	51300 · Administration Expense		2,410.00
Check	11/18/2020	20946	WEEK ENDING 10/30/20	51300 · Administration Expense		3,530.00
Check	11/18/2020	20946	WEEK ENDING 11/06/20	51300 · Administration Expense		4,780.00
Check	11/18/2020	20946	WEEK ENDING 11/13/20	51300 · Administration Expense		5,880.00
Total Jamie Beyer						5,880.00
<b>Moore Engineering, Inc.</b>						
Check	11/18/2020	20945	JD #11 REPAIRS	51900 · Engineering Services		17,084.90
Check	11/18/2020	20945	GENERAL SERVICES	51900 · Engineering Services		18,102.40
Check	11/18/2020	20945	EROSION REPAIR ASSISTANCE	51900 · Engineering Services		18,412.40
Check	11/18/2020	20945	REDPATH PROJECT	51900 · Engineering Services		21,004.90
Check	11/18/2020	20945	REDPATH PROJECT	51900 · Engineering Services		25,434.90
Check	11/18/2020	20945	MUSTINKA RIVER CORRIDOR	51900 · Engineering Services		26,649.90
Check	11/18/2020	20945	LTWQIP	51900 · Engineering Services		34,049.20
Check	11/18/2020	20945	1W1PLAN MEETINGS	51900 · Engineering Services		34,636.70
Check	11/18/2020	20945	CROSSING ANALYSIS	51900 · Engineering Services		34,869.20
Check	11/18/2020	20945	TAKEOFF REPAIR INVESTIGATION	51900 · Engineering Services		36,341.90
Check	11/18/2020	20945	JD #6 REPAIR	51900 · Engineering Services		45,776.90
Check	11/18/2020	20945	TILE PERMITS	50400 · Tile Drainage		53,394.40
Check	11/18/2020	20945	SURFACE PERMITS	50500 · Surface Drainage		58,647.10
Check	11/18/2020	20945	COMPLAINT INVESTIGATIONS	50600 · Permit Investigations		61,001.65
Check	11/18/2020	20945	LAT 4 FIELD APPROACH RELOC	51900 · Engineering Services		62,563.85
Check	11/18/2020	20945	BIG LAKE	51900 · Engineering Services		76,831.35
Check	11/18/2020	20945	LTWQIP PHASE 2	51900 · Engineering Services		83,466.35
Check	11/18/2020	20945	SAMANTHA LAKE	51900 · Engineering Services		94,221.55
Check	11/18/2020	20945	DORAN CREEK	51900 · Engineering Services		96,839.05
Total Moore Engineering, Inc.						96,839.05
<b>Valley Office Products, Inc.</b>						
Check	11/18/2020	20949	ENVELOPES AND CHECKS	53500 · Office Supplies		508.00
Total Valley Office Products, Inc.						508.00

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11/18/20

Accrual Basis

**Bois de Sioux Watershed District**  
**Expenses by Vendor Detail**  
November 18, 2020

Type	Date	Num	Memo	Account	Cir	Balance
<b>Wagner Company, Inc.</b>						
Check	11/18/2020	20947	SLOPE REPAIR	54100 · Repairs and Maintenance		23,921.00
Check	11/18/2020	20947	LEVEL SPOILS	54100 · Repairs and Maintenance		25,046.00
Total Wagner Company, Inc.						25,046.00
<b>Whaley Excavating, Inc.</b>						
Check	11/18/2020	20951		54100 · Repairs and Maintenance		54,171.50
Total Whaley Excavating, Inc.						54,171.50
<b>Wilkin County</b>						
Check	11/18/2020	20950	PRINCIPAL AND INTEREST WCD #9	53200 · Miscellaneous Expenses		1,791.78
Total Wilkin County						1,791.78
<b>Wilkin County SWCD</b>						
Check	11/18/2020	20948	SEEDING BUFFERS	54100 · Repairs and Maintenance		1,744.11
Total Wilkin County SWCD						1,744.11
<b>TOTAL</b>						<b>382,218.16</b>

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11/18/20

Cash Basis

**Bois de Sioux Watershed District**  
**Expenses by Vendor Summary**  
October 16 through November 19, 2020

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	<u>Oct 16 - Nov 19, 20</u>
Aramark	31.65
Bank of the West	35.00
Bois de Sioux Watershed	0.00
City of Wheaton	36.19
Dakota Mailing & Shipping Equipment	218.48
Donald Metz	553.25
Dwight Veldhouse	1,188.18
Elan Financial Services	186.83
Frontier	203.62
Further	0.00
HORMANN WORKS	196,237.72
Houston Engineering, Inc.	828.00
HPS	306.25
Jamie Beyer	5,880.00
Larson Oil Company	86.50
Lucas Gaytan	-1,072.00
Mark Dietz	410.25
MN PEIP	727.40
Mn State Retirement System	0.00
Moore Engineering, Inc.	91,006.55
Nick Persing	500.00
Ohnstad Twichell, PC	11,957.37
Olson Tile & Excavating, LLC	-253.00
Otter Tail County	-9,307.65
Ottertail Power Company	111.52
Pitney Bowes	150.69
QuickBooks Payroll Service	7.00
Raguse Family Partnership	-4,136.40
RRWMB	31,770.46
Runestone Telecom Assoc.	120.95
Star Bank	0.00
State of Minnesota	-20,274.84
Stevens County	-13,781.82
The Title Company	822,426.10
Traverse County	-307,738.71
Traverse County SWCD	9,856.25
Traverse Electric	42.75
Tri County Coop	188.61
True North Steel	12,052.47
Twin Valley Tire	677.08
Valley Office Products, Inc.	508.00
Wagner Company, Inc.	25,046.00
Whaley Excavating, Inc.	54,171.50
Wilkin County	-39,149.55
Wilkin County SWCD	1,744.11

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11/18/20  
Cash Basis

**Bois de Sioux Watershed District**  
**Expenses by Vendor Summary**  
October 16 through November 19, 2020

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	<u>Oct 16 - Nov 19, 20</u>
Willy's Super Valu	16.01
Xerox Corporation	314.22
<b>TOTAL</b>	<b><u><u>873,882.99</u></u></b>

STATE OF MINNESOTA  
*Before the*  
BOIS DE SIOUX WATERSHED DISTRICT  
SITTING AS THE DRAINAGE AUTHORITY FOR  
JUDICIAL DITCH No. 6

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**In the Matter of:**

**Petition for Repair of Judicial Ditch No. 6  
and Redetermination of  
Benefits and Damages**

**ORDER FOR PUBLIC HEARING**

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At a public meeting conducted by the Bois de Sioux Watershed District (the “District”), sitting as the drainage authority for Judicial Ditch No. 6 (JD #6), on November 19, 2020, Manager \_\_\_\_\_ moved, seconded by Manager \_\_\_\_\_ for adoption of the following Findings and Order:

**FINDINGS:**

1. The District is the drainage authority for JD #6.
2. On February 6, 2018, a petition for the repair of JD #6 was received by the District.
3. On February 22, 2018, the District’s Board of Managers (the “Board”) received a report from Moore Engineering, Inc. (Moore) that 61.4% of landowners in the project area had signed the petition. Moore was appointed to examine the drainage system and ordered to prepare a repair report and file it with the District.
4. On March 15, 2018, a public hearing on the petition for the repair was held; the engineer’s report, repair plans, and a cost estimate were presented at the hearing. The Board determined that the original benefits and damages do not reflect reasonable present-day land values and the cost of the proposed repair would greatly exceed the current benefits.
5. On March 15, 2018, Dwight Veldhouse, Donald Metz, and Mark Dietz were appointed by the Board as viewers to determine benefits and damages.
6. On March 15, 2018, three orders were approved, including the acceptance of the Petition, the appointment of Engineer Chad Engels to prepare a repair report, and the appointment of viewers.
7. On October 15, 2020, the viewers’ report and statement of benefits and damages were accepted by the Board.

8. Within thirty (30) days after the viewers' report was filed, the Administrator made a property owners' report from the information in the viewers' report in conformance with the requirements of Minn. Stat. § 103E.323, subd. 1. A copy of the property owners' report was mailed to each owner of property affected by the proposed repair project.
9. The engineer's repair report was filed with the District on November 19, 2020.
10. Pursuant to Minn. Stat. § 103E.715, subd. 3, the hearing on the repair petition and the engineer's repair report must be noticed by mail. Pursuant to Minn. Stat. § 103E.325, subd. 3, the hearing on the viewer's report must be noticed by publication, posting, and mail.

**ORDER:**

Based on the foregoing Findings and the entire record of proceedings before the Board, the Board, acting as the drainage authority for JD #6, hereby orders as follows:

1. A final hearing on the repair petition, engineer's repair report, and viewers' report shall be held on December \_\_\_\_\_ at \_\_\_\_\_ p.m. at the District's office located at 704 Highway 75 South, Wheaton, MN 56296 and by virtual media. Pursuant to Minn. Stat. § 13D.021 and the Bois de Sioux Watershed District's Resolution Adopting Emergency Public Hearing Alternatives, there is limited seating to participate in-person at the governing body's regular meeting location, 704 Hwy 75 in Wheaton, MN. The public is encouraged to participate via conference call (312/626-6799) or real time/live streaming (www.zoom.com). Meeting ID: 852 7732 9487 Password: 869249. Alternatively, the Board will accept public comment via mail (send to BdSWD, 704 Hwy 75 South, Wheaton, MN 56296), electronic mail (bds wd@runestone.net), or other written means, by \_\_\_\_\_, 2020. Written comments will be taken into consideration at the \_\_\_\_\_, 2020 hearing.
2. The Administrator shall publish notice of the hearing in the newspapers of general circulation in the affected counties once each week for three (3) consecutive weeks.
3. The Administrator shall post a printed copy of the hearing notice for each affected county at least three (3) weeks before the date of the hearing at the front door of the courthouse in each affected county.
4. At least ten (10) days before the hearing, the Administrator shall give notice by mail of the time and location of the hearing to the petitioners, owners of property, and political subdivisions likely to be affected by the repair in the repair report.

After discussion, the President called the question. The question was on the adoption of the foregoing Findings and Order, and there were \_\_\_\_\_ yeas, \_\_\_\_\_ nays, \_\_\_\_\_ absent, and \_\_\_\_\_ abstentions as follows:

	Yea	Nay	Absent	Abstain
Vavra	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schmidt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wold	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gillespie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kapphahn	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Beyer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dahlen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brutlag	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the President declared the motion passed and the Findings and Order adopted.

\_\_\_\_\_  
Linda Vavra, President

Date: \_\_\_\_\_, 2020

\_\_\_\_\_  
Jamie Beyer, Administrator

Date: \_\_\_\_\_, 2020

\* \* \* \* \*

I, Jamie Beyer, Bois de Sioux Watershed District Administrator, do hereby certify that I have compared the above motion; findings and order with the original thereof as the same appears of record and on file with the Bois de Sioux Watershed District and find the same to be a true and correct transcript thereof. The above order was filed with me, Jamie Beyer, Bois de Sioux Watershed District Administrator, on November 19, 2020.

IN TESTIMONY WHEREOF, I hereunto set my hand this \_\_\_\_ day of November, 2020.

\_\_\_\_\_  
Jamie Beyer, Administrator

**STATE OF MINNESOTA**  
*Before the*  
**BOIS DE SIOUX WATERSHED DISTRICT**

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**In the Matter of:**

**Establishment of the Big Lake Project  
Pursuant to Minn. Stat. § 103D.601**

**PRELIMINARY RESOLUTION**

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**WHEREAS**, the Bois de Sioux Watershed District (the “District”) duly considered the status of a possible outlet and detention project in Macsville and Logan Townships, Grant County, Minnesota, known as the Big Lake Project (the “Proposed Project”); and

**WHEREAS**, the District’s staff advised the District’s Board of Managers (the “Board”) that there is sufficient funding available for the Proposed Project in the District’s Construction Fund; and

**WHEREAS**, the District engineer’s estimate of costs to parties affected by the Proposed Project, including assessments against benefited properties but excluding state, federal, or other grants, is not more than Seven Hundred Fifty Thousand Dollars (\$750,000).

**NOW, THEREFORE BE IT RESOLVED**, upon motion by Manager \_\_\_\_\_, seconded by Manager \_\_\_\_\_, and carried unanimously, the District resolved to proceed with the process to establish the Proposed Project pursuant to Minn. Stat. § 103D.601, finding that:

1. The Proposed Project is a water detention/outlet structure established at the west end of Big Lake in Section 18, Macsville Township, Grant County, Minnesota. The structure will include an outlet pipe located in Section 18, Macsville Township, Grant County, Minnesota that crosses Minnesota State Highway 27 and discharges into the existing Big Lake outlet channel. Work on the existing Big Lake outlet channel will take place in Section 13, Logan Township and Section 18, Macsville Township, Grant County, Minnesota. Permanent easements will be secured over all infrastructure installations in Section 18, Macsville Township, Grant County, Minnesota and over the existing outlet channel between Big Lake and the City of Herman in Section 18, Macsville Township and Section 13, Logan Township, Grant County Minnesota.
2. The Proposed Project will be financed by the District’s Construction Fund.
3. The District engineer’s estimate of the cost to parties affected by the Proposed Project, including assessments against benefited properties, will not exceed Seven Hundred Fifty Thousand Dollars (\$750,000).

**BE IT FURTHER RESOVLED** that the Board directed Moore Engineering, Inc. to prepare a preliminary report advising the Board whether the Proposed Project is feasible and estimating the cost in accordance with Minn. Stat. § 103D.601, subd. 3.



**BE IT FURTHER RESOLVED** that the Board will hold a preliminary resolution hearing on the proposed resolution for the establishment of the Proposed Project and the District engineer’s preliminary report on Thursday, December 17, 2020, at 9:30 AM at the District’s Office located at 704 Hwy 75 South, Wheaton, Minnesota 56296 and via virtual methods pursuant to Minn. Stat. § 13D.021.

**BE IT FURTHER RESOLVED** that all persons who may be affected by the Proposed Project or have an interest in the Proposed Project are invited to appear and be heard at the above-stated hearing.

After discussion, the President called the question. The question was on the adoption of the foregoing Preliminary Resolution, and there were \_\_\_\_\_ yeas, \_\_\_\_\_ nays, \_\_\_\_\_ absent, and \_\_\_\_\_ abstentions as follows:

	Yea	Nay	Absent	Abstain
Vavra	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schmidt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wold	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gillespie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kappahn	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Beyer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dahlen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brutlag	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the President declared the motion passed and the Preliminary Resolution adopted.

\_\_\_\_\_  
Linda Vavra, President

Date: \_\_\_\_\_, 2020

*Attest:*

\_\_\_\_\_  
Jamie Beyer, Administrator

Date: \_\_\_\_\_, 2020

**NORTH OTTAWA FLOOD IMPOUNDMENT PROJECT  
MEMORANDUM OF AGREEMENT**

**THIS MEMORANDUM OF AGREEMENT** (this Agreement), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and between the Bois de Sioux Watershed District, a Minnesota political subdivision (the “District”), and the State of Minnesota, through the Department of Natural Resources (the “State”).

**RECITALS**

**WHEREAS**, the District owns, maintains, and operates the North Ottawa Flood Impoundment Project, a flood damage reduction project (the “Project”) located in Grant County, Minnesota; and

**WHEREAS**, the State provided grants to the District for the creation, construction, and implementation of the Project; and

**WHEREAS**, due to the complexity of the Project, the District and the State desire to outline the parties’ respective responsibilities and rights regarding the operation and maintenance of the Project; and

**WHEREAS**, the parties agree it is in their best interest to memorialize the terms of their agreement in writing pursuant to this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

**AGREEMENT**

**I. PURPOSE**

The purpose of this Agreement is to outline the parties’ respective responsibilities and rights regarding the operation and maintenance of the Project.

**II. PROJECT DESCRIPTION**

The Project consists of a gated impoundment and collection channel that stores runoff from a seventy five (75) square mile sub-basin of the Rabbit River watershed in Grant County, Minnesota. The Project is owned, operated, and maintained by the District. The primary purpose of the Project

is local and regional flood damage reduction (“FDR”). Secondary purposes include natural resource enhancement benefits (“NREs”), including Rabbit River stream flow augmentation, water quality improvements, and the creation of multiple habitat environments. Agriculture production is used to fund operation and maintenance activities, and can be managed with consideration to NRE impacts. In order to promote the various purposes of the Project, land management within the various cells that compose the Project is critical to ensure the Project promotes FDR, NREs, and agricultural production.

**A. Flood Damage Reduction.** The Project is composed of nine (9) cells, an illustration of which is attached as **Exhibit A**, with the primary purpose of FDR via runoff storage for a seventy five (75) square mile watershed area in Grant County, Minnesota. Spring snowmelt typically produces the greatest volume of runoff and storage use across all nine (9) cells. Cell C is used as the primary summer flood storage cell and NRE downstream Rabbit River flow augmentation cell, but it also has significant secondary NRE benefits as evidenced by past and present wildlife use. Cells A1-A4 and B1-B4 are used for secondary summer flood storage (after Cell C) and tertiary mixes of agriculture, moist soil management, artificial wetland habitat, water quality enhancement, nesting, and recreation.

**B. Natural Resource Management.** The District and the State understand the importance of NRE benefits within the Project. One third (1/3) of the Project, Cell C, is solely dedicated to the primary purpose of summer FDR and secondary purpose of NREs. Agricultural production does not occur in an entire one third (1/3) of the Project (Cell C). A & B Cells feature a mix of agriculture, nutrient removal, and NRE management, and may be used for water holding to facilitate shallow flooding of adjacent cells, restricted small grain planting that will be flooded after harvest, shallow flooding for waterfowl, and moist soil management.

**C. Water Quality Management.** Water quality management is another important element of the Project. Water quality management continues as a natural by-product of Project operation. As water enters the Project from the seventy five (75) square mile watershed, sediment loads are deposited within the impoundment and nutrient loads decrease. In addition, a portion of the nutrient load deposited in cells with agricultural production will be removed from the Project through crop harvest. The District will continue to support, on a case-by-case basis future research to better define the water quality benefits in the Project.

**D. Agriculture Production.** The long term viability of the Project is dependent on the ability of the District to generate income to operate the Project, properly maintain the Project, and fulfill commitments made to local stakeholders regarding the continuation of agricultural production opportunities within the Project area. All cells are primarily used for FDR in the spring; however, during the growing season, certain cells are capable of agriculture production for income generation and NREs for wildlife. In all scenarios, cells with agricultural production can provide NREs during various times of the year. In addition to income generation, agriculture production can provide nutrient removal opportunities, waterfowl migration habitat, a food source for wildlife, nesting habitat for birds, and cover for all species at various times of the year.

### III. PROJECT TEAM

**A. Purpose.** During the duration of this Agreement, the District will establish and maintain a North Ottawa Project Team (the “Project Team”) to make recommendations to the District’s Board of Managers on matters related to:

1. Annual budgets;
2. Maintenance needs;
3. Usage of A & B Cells;
4. External research opportunities; and
5. Internal research opportunities.

**B. Members.** The District’s Board of Managers will appoint\*, or accept appointments\*\*, for the following positions on the Project Team:

1. (2) Bois de Sioux Watershed District Board Managers\*
2. (2) DNR Representatives (may include water quality representation)\*\*
3. (1) Wilkin County Commissioner\*\*
4. (1) Grant County Commissioner\*\*
5. (1) Landowner and 1 Alternate\*
6. (1) SWCD or BWSR Representative\*
7. (1) West Central School Program Representative\*

**C. Roles and Responsibilities.** Roles and responsibilities of the Project Team can be found in Exhibit B.

### IV. ANNUAL OPERATION AND MAINTENANCE

**A. Use of A & B Cells.** Cells will be designated annually to serve as:

1. **Revenue Generating Cells.** Three (3) cells will be leased, and funds received will be used to fund operation and maintenance activities.
2. **Revenue Generating + NRE Cells.** Two (2) cells will be leased, and funds received will be used to fund operation and maintenance activities. These cells will be restricted to small grain or corn silage.
3. **Wet/Dry NRE Cells.** Three (3) cells will be managed to provide NRE’s.
4. **Flexible Cell.** Beginning with the second year of this Agreement, one (1) cell will have its use determined annually. The Flexible Cell may be designated with a use of Revenue Generating or Revenue Generating + NRE if the North Ottawa Fund runs a deficit.

**B. Spring Operation.** Cells will be utilized to provide temporary spring flood water storage; spring migration resting, loafing, and breeding habitat for waterfowl and shorebirds; spring runoff water quality improvements to the Rabbit River; and recreational opportunities for birders.

1. **Revenue Generating Cells and Revenue Generating + NRE Cells.** Assuming adequate runoff, Revenue Generating Cells will be flooded with approximately two feet (2') of water at the deepest locations and mudflats will be present at the higher elevations within each cell. These cells will be emptied soon after spring runoff, as downstream channels allow. Staff may choose to divert flooding from specific cells if crop residue presents a significant maintenance risk should it mobilize into the outlet structure.
2. **Wet/Dry NRE Cells.** Cells will be utilized to provide spring flood water storage; spring migration resting, loafing, and breeding habitat for waterfowl and shorebirds; spring runoff water quality improvements to the Rabbit River; recreational opportunities for birders; and a source of water for summer and fall NRE management. Wet Cells will be filled to their maximum capacity to deter cattail growth and hold water throughout the summer to provide additional NRE benefits as outlined in the summer and fall management sections below. Dry Cells may require activities to prevent weed growth.
3. **Cell C.** Assuming adequate runoff, once designated A and B Cells have been filled to their respective levels, all remaining flow will be directed to Cell C. Following spring runoff and the release of water from the designated A and B Cells, Cell C will be released as quickly as downstream channels allow to an elevation of approximately 1,009.5 feet (2,000 acre feet). Beyond that point, the release rate from Cell C will be slowed to five cubic feet per second (5 cfs).

**C. Summer Operation.** Cells will be utilized to provide temporary summer flood water storage; water quality improvements to the Rabbit River; stream augmentation; habitat for waterfowl and shorebirds; and recreational opportunities for birders.

1. **Revenue Generating Cells and Revenue Generating + NRE Cells.** Agricultural activities will be utilized for further water quality improvements to the Rabbit River by utilizing nutrients deposited during the spring runoff.
2. **Wet/Dry NRE Cells.** Cells occupied by dense cattail growth may be prepared for fall moist soil management and shallow flooding for waterfowl. Wet Cells will provide a loafing area for waterfowl and sanctuary for ducklings and goslings. Wet Cells may require activities to reduce cattail growth. Dry Cells may require activities to prevent weed growth.
3. **Cell C.** Water will be released from Cell C at a rate of five cubic feet per second (5 cfs) to provide downstream flow augmentation to the Rabbit River. Generally, summer rainfall will provide the additional water necessary to continue the five

cubic feet per second (5 cfs) release rate until the fall. If dryer conditions occur, the flow release augmentation will be slowed.

**D. Fall Operation.** Cells will be flooded as they are harvested, assuming there is a sufficient water supply. After harvest, leased cells will be utilized as a safe feeding and loafing area for resident and migratory waterfowl as the entire impoundment is a game refuge where hunting is prohibited.

1. **Revenue Generating + NRE Cells.** It is anticipated that small grains/corn silage from these cells will be harvested in July and August. Small grain stubble will remain after harvest, and will be flooded, providing favorable habitat opportunities for wildlife.

Silage harvest removes the entire above ground corn plant biomass from the cells including the nutrients contained within the plants, as a result, this harvest provides a water quality enhancement opportunity.

Harvested fields will be flooded approximately one half foot (1/2') to one foot (1') in depth. Water will be released from these cells beginning in early to mid October which will provide downstream flow augmentation. Once water is completely drained, it is expected that waterfowl will begin to feed more heavily outside of the impoundment and provide an excellent field hunting opportunity for waterfowl hunters.

2. **Wet/Dry NRE Cells.** Wet Cells will consist of shallow flooding and mud flats that will be attractive to an array of waterfowl and shore birds. Water from Wet Cells will be diverted to Revenue Generating + NRE Cells to accomplish the habitat goals described above. Wet Cells may require activities to reduce cattail growth. Dry Cells may require activities to prevent weed growth.
3. **Cell C.** Water will be released from Cell C at a rate of five cubic feet per second (5 cfs) to provide downstream flow augmentation to the Rabbit River. The five feet per cubic second (5 cfs) release rate from Cell C may be adjusted by the District in order to empty the impoundment before December 1, annually. The release from Cell C may be temporarily discontinued during the drawdown of the A and B Cells.

**E. Documentation.** Operation and maintenance will be completed by the District's staff and consultants. The District's staff and consultants will document the operations and observed NREs. Documentation will occur in the form of written notes and photographs. Operations and NRE observations will be disseminated to the public via social media and the District's website.

## V. RESPONSIBILITIES AND RIGHTS

**A. District's Responsibilities and Rights.** The District has the following responsibilities and rights under the terms of this Agreement in regard to the operation and maintenance of the Project:

1. Manage water flows in all cells to accommodate FDR, agriculture production, and NREs, in accordance with the terms and conditions provided in this Agreement.
2. Contract with farmers for agriculture production within Revenue Generating and Revenue Generating + NRE Cells.
3. Contract for the haying and/or mowing of the embankments, channel, and ditches.
4. Remove debris from around structures.
5. Observe and document operations and NREs and disseminate to the public via social media and the District's website.
6. Remove accumulated sediment including around control structure sumps.
7. Control seepage around structure and throughout the dike.
8. Control scour erosion at the inlet or outlet of control structures.
9. Monitor and correct embankment settlement and structure foundation settlement.
10. Repair cracking or spalling of concrete.
11. Repair and armor areas of wave erosion damage to the embankment.
12. Maintain grass cover on the embankment by mowing, seeding, and fertilizing (native grass mix may benefit from prescribed burns).
13. Remove brush and trees from the embankment.
14. Remove ruts and maintain gravel on traffic areas.
15. Maintain gates including lubrication of the lift mechanisms.
16. Repair damage caused by burrowing animals.
17. Control noxious weeds.
18. Remove sediment and undesirable vegetation on diversion and inlet ditches.
19. Maintain perimeter ditches as adequate outlets for adjacent field drainage.

20. Allow adjacent landowners drainage access to diversion and perimeter ditches.
21. Maintain the Project to ensure it is capable of its primary and secondary purposes.
22. Obtain property insurance to cover the Project area owned by the District.
23. Maintain accounting records of the income and expenses associated with the operation and maintenance of the Project.

**B. State's Responsibilities and Rights.** The State has the following responsibilities and rights under the terms of this Agreement in regard to the operation and maintenance of the Project:

1. Access the Project to observe FDR and NRE uses.
2. Monitor the Project to ensure it is achieving the primary and secondary purposes outlined under the terms and conditions of this Agreement.
3. Participate and provide input on the Project Team regarding the operation and maintenance of the Project.

## **VI. GENERAL PROVISIONS**

**A. Term and Termination.** The term of this Agreement commences on the Effective Date and expires ten (10) years from the Effective Date. The parties may terminate this Agreement, with or without cause, by providing thirty (30) days' advance written notice to the other party.

**B. Entire Agreement.** This Agreement, and any exhibits and amendments, constitutes the complete and entire understanding of the parties concerning the Project. Neither party will be bound by or be liable for any statements, warranties, guarantees, or representations not set forth in this Agreement which may have been made by any broker, agent, employee, or other person representing or purporting to represent a party to this Agreement. This Agreement supersedes and replaces any prior agreements or understandings related to the operation and/or maintenance of the Project.

**C. Headings.** The headings of this Agreement are inserted only for the purpose of convenient reference. The heading will not be used to construe or interpret the Agreement or to prescribe the scope or intent of the Agreement.

**D. Indemnity.**

1. As permitted by applicable law, the parties to this Agreement will defend and hold harmless each other, each other's officers, employees, and agents from and against any and all claims by or on behalf of any person or persons for damages caused while carrying out the respective party's responsibilities or rights under this Agreement, and for injury or property damage arising from the same.



2. Nothing herein will be deemed a waiver by the parties of the limitations on liability set forth in Minn. Stat. Chapt. 466, and each party's obligation to indemnify, hold harmless, and defend the other party will be limited by the limitations on liability set forth in Minn. Stat. Chapt. 466, less any amounts which that party is required to pay on its own account, or on account of that party's officer, agents, or employees.
3. Under no circumstances will either party be required to pay on behalf of itself and the other party, any amounts in excess of the limits on liability established in Minn. Stat. Chapt. 466 applicable to any one (1) party. The limits of liability for each or both of the parties may not be added together to determine the maximum amount of liability for each party.

**E. Insurance.** Both parties agrees to carry and maintain insurance policies covering its own equipment, real property, and other personal property necessary to carry out its responsibilities and rights under this Agreement. The parties shall purchase and maintain throughout this Agreement such insurance as is appropriate for the work being performed and that will provide protection from claims which may arise out of or result from the respective parties' performance of its responsibilities under this Agreement, whether performed by the parties' personnel, or by anyone acting for and on behalf of the parties.

**F. Notice.** All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties at the following addresses:

If to District: Bois de Sioux Watershed District  
Attn: Administrator  
704 Highway 75 South  
Wheaton, MN 56296

If to State: Minnesota Department of Natural Resources  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, MN \_\_\_\_\_

Notice will be deemed to be properly delivered (a) immediately upon being served personally, (b) five (5) days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

**G. Non-Waiver of Breach.** The waiver by either party of a breach of any provision in this Agreement will not operate or be construed as a waiver of any subsequent breach.

**H. Severability.** The invalidity or unenforceability of any particular provision or term of this Agreement will not affect its other provisions or terms. This Agreement will be construed in all respects as if such invalid or unenforceable provision or term was omitted.

**I. Modification.** Any change or modification of this Agreement is not valid unless the same is in writing and signed by the parties to this Agreement.

**J. Relationship of the Parties.** It is understood and agreed that the relationship of the parties to this Agreement does not create a joint powers authority, partnership, or separate political subdivision. In providing the responsibilities and rights under this Agreement, it is expressly agreed that the employees, officers, agents, representatives, and contractors of one entity are not considered the employees, officers, agents, representatives, or contractors of the other entity.

**K. Binding Effect.** This Agreement is binding upon the parties, its successors, assigns, and legal representatives, except if the land is sold. The rights and obligations of either party to this Agreement may be exercised or satisfied by the party's legal representative.

**L. Governing Law.** This Agreement will be construed in accordance with, and governed by, the laws of the State of Minnesota. All claims, disputes, and other matters in question arising out of, or relating to, this Agreement, or the breach of this Agreement, will be decided by proceedings instituted and litigated in a court of competent jurisdiction in the county in which the property resides.

**M. Counterparts.** This Agreement may be signed in counterparts, meaning that this Agreement is valid if signed by both parties even if the signatures of the parties appear on separate copies of the same agreement rather than on a single document.

**N. Effective Date.** This Agreement becomes effective upon the date of the last signature appearing below.

**IN WITNESS WHEREOF**, the parties executed this Agreement on the dates written below.

**DISTRICT:**  
Bois de Sioux Watershed District

Date: \_\_\_\_\_, 2020

\_\_\_\_\_  
Linda Vavra, President

*ATTEST:*

Date: \_\_\_\_\_, 2020

\_\_\_\_\_  
Jamie Beyer, Administrator

**STATE OF MINNESOTA:  
Department of Natural Resources**

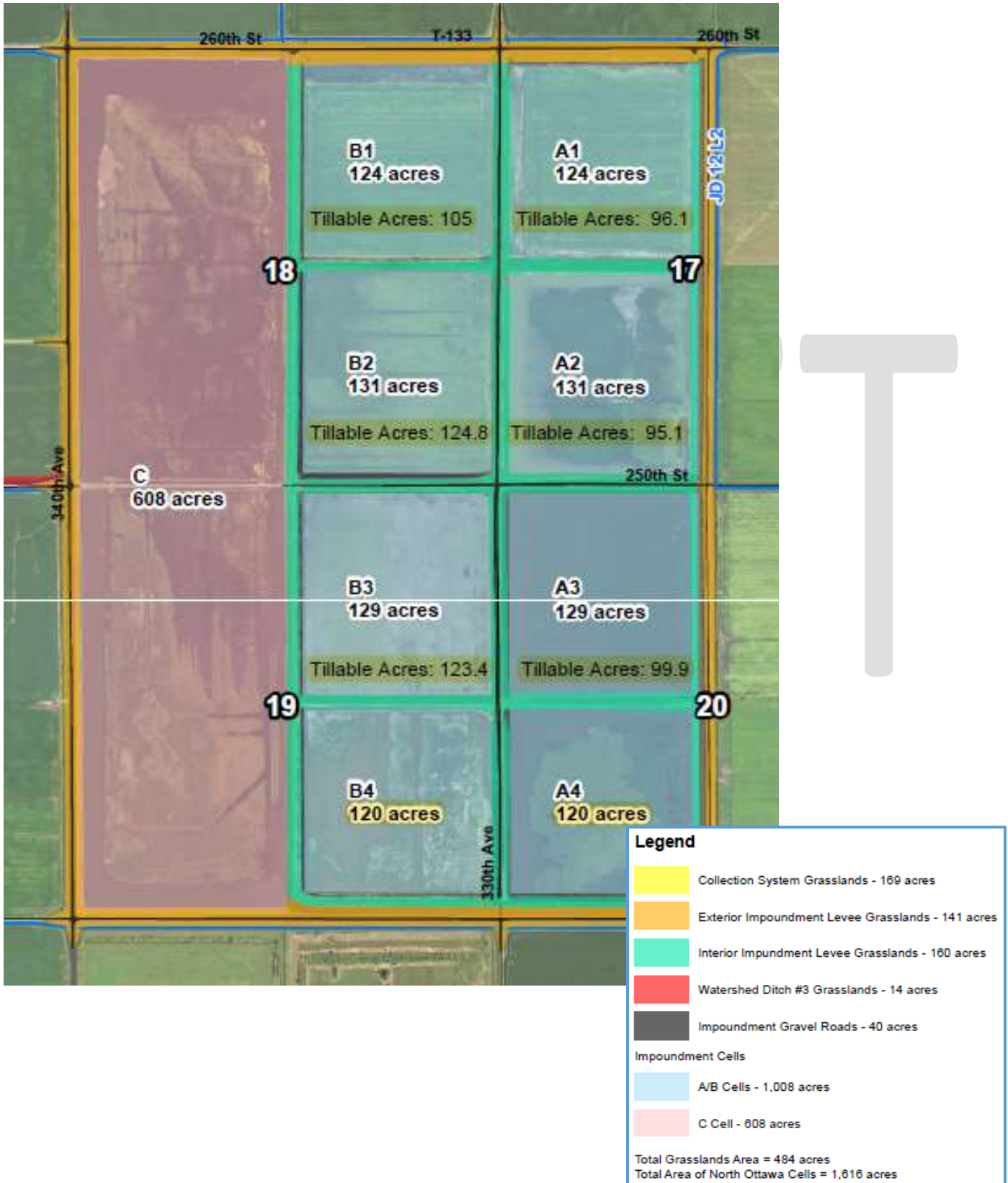
Date: \_\_\_\_\_, 2020

By: \_\_\_\_\_

Its: \_\_\_\_\_

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**EXHIBIT A  
PROJECT ILLUSTRATION**



**EXHIBIT B**  
**NORTH OTTAWA FLOOD IMPOUNDMENT PROJECT**  
**Project Team RESPONSIBILITIES AND ROLES GUIDE**

The Bois de Sioux Watershed District (the “District”) is the owner and operator of the North Ottawa Flood Impoundment Project (the “Project”). The District received funding from the State of Minnesota, through its Department of Natural Resources (the “State”), to construct the Project. Over the next ten (10) years, commencing in 2021, the Project will be operated and maintained in conformance with the Memorandum of Agreement (“MOA”) dated \_\_\_\_\_, 2020, entered into by and between the District and the State. The MOA establishes a Project Team which is responsible for making recommendations to the District regarding the operation and maintenance of the Project during the term of the MOA. The following is a guide of the respective roles and responsibilities of the members associated with the Project and the Project Team.

**I. RESPONSIBILITIES OF THE DISTRICT**

- A. Invite stakeholders to serve as delegates and alternates on the Project Team and to endorse their appointments.
- B. Coordinate meeting dates and locations for the Project Team.
- C. Maintain and distribute meeting minutes and/or other Project Team records.

**II. ROLE OF THE WATERSHED BOARD MANAGERS**

The District’s Board of Managers (the “Board”) is the decision-making body that oversees the Project Team. The Board is responsible for:

- A. Setting direction, focusing, and supporting the work of the Project Team.
- B. Considering alternatives recommended by the Project Team.
- C. Taking action on proposed recommendations.
- D. Budgeting, approving expenditures, and accepting outside funds.
- E. Appointing and accepting appointments of Project Team members.
- F. Removing Project Team members, with or without cause, by a majority vote of the Board, at the sole discretion of the Board. Upon removal of a Project Team member, the Board may appoint or accept the appointment of a replacement.

**III. ROLE OF THE WATERSHED ADMINISTRATOR**

The District Administrator is a resource person for the Project Team and is generally responsible for coordinating, but not necessarily leading, Project Team meetings.

**IV. PROJECT TEAM MEMBERS**

The Board will appoint\*, or accept appointments\*\*, for the following positions:

- (2) Bois de Sioux Watershed District Board Managers\*
- (2) DNR Representatives (may include water quality representation)\*\*
- (1) Wilkin County Commissioner\*\*
- (1) Grant County Commissioner\*\*
- (1) Landowner and (1) Alternate\*
- (1) SWCD or BWSR Representative\*
- (1) West Central School Program Representative\*

**V. RESPONSIBILITIES OF THE PROJECT TEAM**

The Project Team makes recommendations to the Board. The Project Team will tentatively meet 1 – 2 times per year to:

- A. Serve in an advisory capacity to the Board and utilize an “adaptive management approach” (described below) towards facility plans and activities.
- B. Designate a Project Team Facilitator.
- C. Recommend operations, maintenance activities, and monitoring plans, as described in the MOA.
- D. Monitor the Project budget.
- E. Identify problems, solutions, and opportunities for flood damage reduction (“FDR”) and natural resource enhancement activities (“NREs”) within the Project.
- F. Formulate and evaluate alternative solutions that will address the problems and opportunities.
- G. Recommend preferred alternative solutions to the Board.
- H. If there is disagreement over a proposal, Project Team members must be ready to offer another alternative or solution to reach a compromise.

**VI. ROLE OF PROJECT TEAM MEMBERS**

- A. Serve at the invitation of the Board in a cooperative, joint problem-solving capacity.
- B. Execute the Statement of Commitment.
- C. If representing an organization, relay updates and information between the organization and the Project Team.
- D. Follow through with tasks assigned at Project Team meetings.
- E. Project Team members serve at the pleasure of the Board; therefore, they do not have terms or term limits and may be removed by a majority vote of the Board with or without cause.
- F. Project Team members serve in a voluntary capacity and will not receive compensation from the District or the State, unless serving on the Project Team is deemed part of their regular employment, in which case, the respective employer is responsible for compensating its respective employee.
- G. Project Team members that are not employees or officers of a State agency or the District will receive compensation for mileage based on the current year’s IRS mileage rate.

**VII. ROLE OF THE PROJECT TEAM FACILITATOR**

- A. Manage the Project Team meetings.
- B. Guide the Project Team through consensus-based decision-making process (approve, approve with conditions, neutral, disapprove).
- C. Participate in meeting agenda development.
- D. Maintain a neutral perspective.
- E. Monitor and relay ground rules, when needed.
- F. Ask questions to clarify issues.
- G. Maintain awareness of group dynamics.
- H. Keep the Project Team on-task to achieve meeting goals.

## VIII. ADAPTIVE MANAGEMENT

- A. The ultimate goal of the adaptive management approach is smart management; it is an interactive cycle of management, monitoring, and assessment.
- B. The Project Team is encouraged to recommend to the Board a limited number of “Little A” and “Big A” questions of interest to research over a three to five (3-5) year period. The Project Team may include in their recommendations how TSAC, or other external groups, will be consulted to refine issues, alternatives, research methods, or to review results.
- C. While employing an adaptive management approach, Project Team members will:
  - a. Identify clear and measurable management objectives.
  - b. Objectives will be specific and unambiguous, with specific metrics and specific target conditions. Project Team members are encouraged to describe objectives with “Who, What, Why, and/or Where phrases.”
  - c. Objectives should be achievable.
  - d. Outcomes should be results-oriented; Project Team members should name end point condition(s).
  - e. Objectives should include a clear timeframe.
  - f. Identify a set of potential actions to accomplish management objectives.
  - g. Alternative actions can be included that will produce different responses and thereby promote learning.
- D. Project Team members should recommend actions to the Board and employ approved actions.
- E. Monitor, assess, and evaluate outcomes.
- F. Adjust management objectives or actions, as needed, based on outcomes. Repeat.

**NORTH OTTAWA FLOOD IMPOUNDMENT PROJECT  
PROJECT TEAM STATEMENT OF COMMITMENT**

I, \_\_\_\_\_, have been identified to represent \_\_\_\_\_ as part of the Bois de Sioux Watershed District - North Ottawa Flood Impoundment Management Project Team (the “Project Team”).

As a member of the Project Team, I have reviewed the Project Team Responsibilities and Roles Guide and the Memorandum of Agreement and agree to commit my time and effort to serve as an active participant responsible for identifying issues, developing objectives, and recommending supporting actions to the Bois de Sioux Watershed District. I am committed to these responsibilities and roles and believe that from this process will derive solutions to water management and natural resource management issues that will accommodate and promote diverse interests.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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# REQUEST FOR BIDS

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For the Rental of Farmland at Various Locations in  
Grant, Otter Tail, and Traverse Counties

**Michelle**

**RESPONSES MUST BE RECEIVED BY:**

***January 20, 2021, at 3:00 PM***

**DELIVERED TO:**

Bois de Sioux Watershed District  
Attn: Jamie Beyer, Administrator  
704 Highway 75 South  
Wheaton, MN 56296

*Notice: This Request for Bids is subject to final approval by the Bois de Sioux Watershed District Board of Managers. The District reserves the right to reject any or all bids and to waive irregularities, informalities, or discrepancies.*

## **REQUEST FOR SEALED BIDS**

Sealed bids for the rental of farmland located in Grant, Otter Tail, and Traverse Counties will be received by the Bois de Sioux Watershed District (the “District”), at the District’s office located at 704 Highway 75 South, Wheaton, Minnesota 56296, until 3:00 PM, Wednesday, January 20, 2021. Sealed bids will be publicly opened and read aloud immediately after the bid closing in the District’s office. Bidders will be notified of the winning bid by mail, email, or phone within thirty (30) days of bid opening.

The bids will be for the rental of farmland only. Bidders may bid on any combination of one (1), several, or all properties. All property leased from the District will remain property of the District. The successful bidder(s) will be responsible for all input costs and expenses of the farmland, including, without limitation, all labor, fertilizer, seed, and equipment costs. The District reserves the right to reject any or all bids. Bids and specifications for the bids may be obtained from the District’s office.

The District hereby notifies all potential bidders that minority and disadvantaged businesses will be afforded full opportunity to submit bids in response to this invitation and that no bidder will be discriminated against on the grounds of religion, sex, race, color, or national origin.

The District reserves the right to reject any or all bids and to waive irregularities, informalities, or discrepancies.

Linda Vavra, President  
Dated: November 19, 2020

## **INSTRUCTIONS TO BIDDERS**

### **I. GENERAL INFORMATION.**

**A. Bid Name.** Bid for Farmland Leases

**B. Notice to Bidders.** Sealed bids will be received by the District, at the District's office located at 704 Highway 75 South, Wheaton, Minnesota 56296, until the date and hour indicated above, and will be publicly opened and read aloud immediately after the bid closing in the District's office. All bidders will be notified of the winning bid by mail, email, or telephone.

**C. Bid – Lease Information.**

- (1) Bids are being solicited for the rental of farmland only. All title to the land will remain with the District.
- (2) Maps of the respective farmland are attached to the bid packets.
- (3) The successful bidder(s) will be required to furnish, without limitation, all labor, fertilizer, seed, and equipment necessary to grow crops on the farmland.
- (4) Leases are made "as-is". Potential bidders are urged to investigate the respective property and review soil maps or other information pertinent to growing crops on the farmland before submitting a bid.
- (5) Farming activities must be done in a safe and clean manner, and in accordance with federal, state, and local laws, rules, and regulations.
- (6) The rental price must be paid in cash, check, money order, certified check, or other immediately available funds on an annual basis.
- (7) The successful bidder(s) will be required to enter into a lease agreement with the District. Subleases are not permitted without written approval of the District.
- (8) The District reserves the right to reject any or all bids, or to select one (1) or more bids from different bidders.

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## **II. BID FORMS.**

Bids must be submitted on the attached Bid Forms. Other bid forms will not be accepted. Bid packets are available at the District's office located at 704 Highway 75 South, Wheaton, MN 56296. Bidders may also request a bid packet by email at [bdswd@runestone.net](mailto:bdswd@runestone.net) or by phone at (320) 563-4185.

## **III. ADDITIONAL INFORMATION.**

Bidders are encouraged to contact Jamie Beyer, Administrator, with any questions or requests for additional information at (320) 563-4185.

## **IV. SUBMISSION OF BIDS.**

Bidders shall deliver bids to the District, no later than the time and date indicated above, in a sealed envelope with the Project Name and Date clearly marked on the outside of the envelope with the following information:

*Bid for Farmland Leases  
Bid Opening: January 20, 2021, at 3:00 PM*

## **V. METHODS OF AWARDING BIDS.**

On January 21, 2021, at 9:00 AM, bids will be presented to the District Board. The District Board shall award a lease to the highest responsible bidder(s). The District Board reserves the right to reject any or all bids and to waive any minor irregularities, informalities, or discrepancies. Bidders need not be present at the bid opening; however, bidders and the public are welcome to attend the bid opening and the District Board meeting on January 21, 2021, beginning at 9:00 AM.

The winning bidder(s) will be required to enter into lease agreements beginning with the District for the 2021 growing season.

## **VI. QUALIFICATIONS OF BIDDERS.**

The District, or its authorized representative, may make such investigations as it deems necessary to determine the ability of the bidder(s) to perform the work under the lease. Upon request by the District, or its authorized representative, the bidder(s) shall furnish all qualification information and date for the purpose(s) the District, or its authorized representative, may request. The District reserves the right to reject any or all bids if evidence submitted by, or investigation of, such bidder(s) fails to satisfy the District that such bidder is properly qualified to carry out the obligations of these specifications to complete work contemplated herein within the prescribed timeframe. Conditional bids will not be accepted.

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## **VII. INSPECTION OF FARMLAND.**

Bidder(s) are urged to fully investigate the farmland available for lease in order to inform themselves of the conditions of the farmland. Failure of the bidder(s) to investigate the farmland will not be a valid reason to rescind a bid once opened. It is hereby understood that the bidder(s)' bid is submitted on the basis of such inspection.

## **VIII. BIDS EXECUTED ON BEHALF OF BIDDER.**

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his or her Power of Attorney (or other documentation evidencing agent's authority) to act on behalf of the corporation. Any corporations submitting bids must furnish evidence that the officer(s) or employee(s) who execute the bid have been given the power to act on behalf of the corporation.

## **IX. ELIGIBILITY OF BIDDERS.**

Bidders must be at least eighteen (18) years of age.

## **X. RESERVATIONS.**

The District reserves the right to amend the Request for Bids, reject any or all bids, and to waive any minor irregularities, informalities, or discrepancies. Announcements made at the bid opening will take precedence over any material published regarding this Request for Bids.

## **XI. CAUSES FOR REJECTING BIDS.**

- A. Bids containing alterations or erasures.** An alteration or erasure of any price contained in the bid shall be rejected, unless, the original price is crossed out or erased and the correction is printed in ink or typewritten adjacent to the alteration or erasure and the person signing the bid initials the correction in ink.
- B. Bids in pencil.** Bids made in pencil will be rejected.
- C. Unmarked envelope.** It is required that bidders identify the project being bid on in order to prevent inadvertent opening of the sealed bid before the official date and time. Any bid envelope that is inadvertently opened prior to the date and time stated will be rejected.
- D. Late bids.** Bids must be received by the date and time indicated above at the District's office located at 704 Highway 75 South, Wheaton, Minnesota 56296. All late bids will be rejected and returned unopened.

## FARMLAND INFORMATION


### **MOONSHINE TOWNSHIP (BIG STONE COUNTY) LEASE #21-01**

\*Winning bids are for the 2021 crop year and can be renewed for the 2022 and 2023 crop years.

<b>Name:</b>	#21-01 <i>State Bonds Were Not Used to Purchase this Property</i>
<b>Legal Description:</b>	T124, R45W, Section 24: NE1/4 Moonshine Township, Big Stone County, MN Parcel: 09-0118-000 160.00 Acres   <b><u>138.66 Tillable Acres, More or Less</u></b>  <b>This parcel had 13.81 CRP acres that expired 9/30/2018. It may now be farmed.</b>
<b>Total Tillable Acres, More or Less:</b>	<b><u>138.66 Tillable Acres, More or Less</u></b>



← This parcel had 13.81 acres in a CRP contract that expired 9/30/2018 and can be farmed; the former CRP may not have been tilled.

 Approx. BdSWD Lease



**FARMLAND INFORMATION**

**MOONSHINE TOWNSHIP (BIG STONE COUNTY) LEASE #21-02**

\*Winning bids are for the 2021 crop year and can be renewed for the 2022 and 2023 crop years.

<b>Name:</b>	#21-02 <i>State Bonds Were Not Used to Purchase this Property</i>
<b>Legal Description:</b>	T124, R45W, Section 30: LOT G OF GL'S 8 & 14 Moonshine Township, Big Stone County, MN Parcel: 09-0143-010 152.84 Acres   <b><u>148.87 Tillable Acres, More or Less</u></b>
<b>Total Tillable Acres, More or Less:</b>	<b><u>148.87 Tillable Acres, More or Less</u></b>



————— Approx. BdSWD Lease

## FARMLAND INFORMATION

### **MOONSHINE TOWNSHIP (BIG STONE COUNTY) LEASE #21-03**

\*Winning bids are for the 2021 crop year and can be renewed for the 2022 and 2023 crop years.

<b>Name:</b>	#21-03 <i>State Bonds Were Not Used to Purchase this Property</i>
<b>Legal Description:</b>	T124, R45W, Section 31: NW 1/4 NE ¼ & Lot 3 Moonshine Township, Big Stone County, MN Parcels: 09-0151-000 & 09-0147-000 40 + 44.58 Acres   <b><u>76.99 Tillable Acres, More or Less</u></b>
<b>Total Tillable Acres, More or Less:</b>	<b><u>76.99 Tillable Acres, More or Less</u></b>



————— Approx. BdSWD Lease

**FARMLAND INFORMATION**

**WESTERN TOWNSHIP (OTTER TAIL COUNTY) COPELAND LEASE #21-04**

\*Winning bids are for the 2021 crop year and can be renewed for the 2022 and 2023 crop years.

<b>Name:</b>	#21-04 <i>State Funds Were Not Used to Purchase This Property</i>
<b>Legal Description:</b>	Copeland Land T131N, R44W, Section 32: SW1/4 Western Township, Otter Tail County, MN Parcel: 61000320151000 160.00 Acres   <b><u>132.03 Tillable Acres, More or Less</u></b>
<b>Total Tillable Acres, More or Less:</b>	<b><u>132.03 Tillable Acres, More or Less</u></b>



**Approx. BdSWD Lease**

## FARMLAND INFORMATION

### REDPATH TOWNSHIP (TRAVERSE COUNTY) LEASE #21-05

\*Winning bids are for the 2021 crop year and can be renewed for the 2022 and 2023 crop years.

<b>Name:</b>	#21-05	<i>Purchased with state bonds</i>
<b>Legal Description:</b>	<p>T128N, R45W, Section 21: NE1/4                  Redpath Township, Traverse County, MN                  Parcel: 10-0093000                  &amp; T128N, R45W, Section 21: SE1/4                  Redpath Township, Traverse County, MN                  Parcel: 10-0095000                  313.88 Acres   <b><u>313.55 Tillable Acres, More or Less</u></b></p> <p>T128N, R45W, Section 21: SW1/4                  Redpath Township, Traverse County, MN                  Parcel: 10-0096000                  160.00 Acres   <b><u>158.44 Tillable Acres, More or Less</u></b></p> <p><b>**Section 21 had 15.58 acres of CRP that expired on 09/30/2018** It may now be farmed.</b></p>	
<b>Total Tillable Acres, More or Less:</b>	<b><u>470.99 Tillable Acres, more or less</u></b> (this amount does not include the one-acre required buffer located on the north edge of the NE1/4)	



16.5' Buffer,  
Single-sided along JD #14

Approx. BdSWD Lease

## FARMLAND INFORMATION

### **REDPATH TOWNSHIP (TRAVERSE COUNTY) LEASE #21-06**

\*Winning bids are for the 2021 crop year and can be renewed for the 2022 and 2023 crop years.

<b>Name:</b>	#21-06
<b>Legal Description:</b>	T128N, R45W, Section 22: E1/2 Redpath Township, Traverse County, MN Parcel: 10-0097000 & T128N, R45W, Section 22: W1/2 Redpath Township, Traverse County, MN Parcel: 10-0098000 640.00 Acres   <b>614.67 Tillable Acres, More or Less</b>
<b>Total Tillable Acres, More or Less:</b>	<b>608.17 Tillable Acres, more or less</b> (this amount does not include the 2-acre required buffer located on the north edge or the 4.5-acre required buffer along both sides of JD #14)



16.5' Buffer,  
Single-sided along JD #14

Approx. BdSWD Lease

## FARMLAND INFORMATION

### REDPATH TOWNSHIP (TRAVERSE COUNTY) LEASE #21-07

\*Winning bids are for the 2021 crop year and can be renewed for the 2022 and 2023 crop years.

<b>Name:</b>	#21-07 <span style="float: right;"><i>This land was purchased with state bonds.</i></span>
<b>Legal Description:</b>	T128N, R45W, Section 23: NW1/4 Redpath Township, Traverse County, MN Parcel: 10-0099002 62.27 Acres   <b><u>60.89 Tillable Acres, More or Less</u></b>  T128N, R45W, Section 23: S1/2NE1/4 Redpath Township, Traverse County, MN Parcel: 10-0099003 41.56 Acres   <b><u>39.67 Tillable Acres, More or Less</u></b>
<b>Total Tillable Acres, More or Less:</b>	<b><u>98.31 Tillable Acres, more or less</u></b> (this amount does not include the 0.25-acre required buffer located on the north edge or the 2-acre required buffer located on the south edge)



Approx. BdSWD Lease

16.5' Buffer,  
single-sided along JD #14  
and single-sided along  
TCD #24

## FARMLAND INFORMATION

### **REDPATH TOWNSHIP (TRAVERSE COUNTY) LEASE #21-08**

\*Winning bids are for the 2021 crop year and can be renewed for the 2022 and 2023 crop years.

<b>Name:</b>	#21-08 <span style="float: right;"><i>This land was not purchased with state bonds.</i></span>
<b>Legal Description:</b>	T128N, R45W, Section 23: S1/2 Redpath Township, Traverse County, MN Parcel: 10-0100000 313.88 Acres   <b><u>309.01 Tillable Acres, More or Less</u></b>
<b>Total Tillable Acres, More or Less:</b>	<b><u>307.01 Tillable Acres, more or less</u></b> (this amount does not include the 2-acre required buffer along the north edge)



Approx. BdSWD Lease

16.5' Buffer,  
Double-sided along JD #14  
and single-sided along  
TCD #24

## FARMLAND INFORMATION

### REDPATH TOWNSHIP (TRAVERSE COUNTY) LEASE #21-09

\*Winning bids are for the 2021 crop year and can be renewed for the 2022 and 2023 crop years.

<b>Name:</b>	#21-09 <span style="float: right;"><i>This land was not purchased with state bonds.</i></span>
<b>Legal Description:</b>	<p>T128N, R45W, Section 24: E1/2NE1/4 (Parcel 9)  Redpath Township, Traverse County, MN  Parcel: 10-0101001  19.54 Acres</p> <p>AND T128N, R45W, Section 24: NW1/4 &amp; W1/2NE1/4 (Parcel 8)  Redpath Township, Traverse County, MN  Parcel: 10-0104001  60.13 Acres   <b><u>64.07 Tillable Acres, More or Less</u></b></p> <p>T128N, R45W, Section 24: SE1/4 &amp; NE1/4SW1/4  Redpath Township, Traverse County, MN  Parcel: 10-0106000  195.41 Acres</p> <p>AND T128N, R45W, Section 24: S1/2SW1/4 &amp; NW1/4SW1/4  Redpath Township, Traverse County, MN  Parcel: 10-0106000  118.47 Acres   <b><u>310.49 Tillable Acres, More or Less</u></b></p> <p>T128N, R45W, Section 25: S1/2SW1/4 &amp; NW1/4SW1/4  Redpath Township, Traverse County, MN  Parcel: 10-0110000  80.00 Acres   <b><u>78.11 Tillable Acres, More or Less</u></b></p> <p>*DOES NOT INCLUDE 10-0108001 (7.71 ACRES IN NE1/4 SECTION 25)  *DOES NOT INCLUDE 10-0109001 (4.0 ACRES N 132 FT OF E1/2NW1/4 SECTION 25)</p> <p><b>*Section 24 SW1/4 had <u>4.32</u> &amp; <u>20.29</u> acres of CRP that expired on 09/30/2019. It may now be farmed. It may not have been tilled already.</b></p>
<b>Total Tillable Acres, More or Less:</b>	<b><u>448.17 Tillable Acres, more or less</u></b> (this amount does not include the 4-acre required buffer located on both sides of JD#14 or the 0.5-acre buffer required on the north edge of the W1/2NW1/4)





Approx. BdSWD Lease

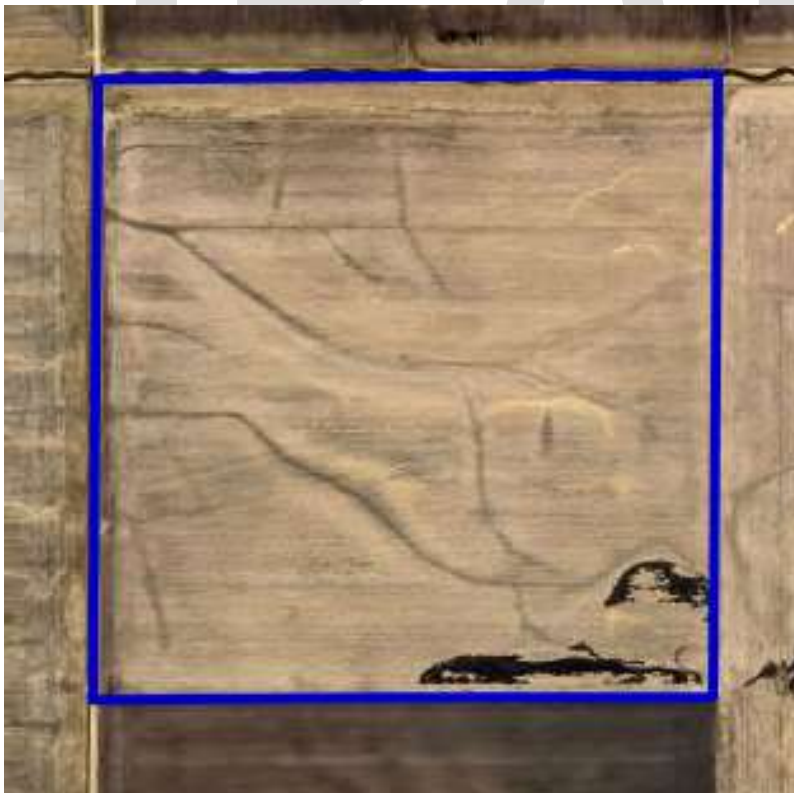
16.5' Buffer,  
Double-sided along JD #14  
and Single Sided along TCD  
#35

## FARMLAND INFORMATION

### REDPATH TOWNSHIP (TRAVERSE COUNTY) LEASE #21-10

\*Winning bids are for the 2021 crop year and can be renewed for the 2022 and 2023 crop years.

<b>Name:</b>	#21-10 <span style="float: right;"><i>This land was not purchased with state bonds.</i></span>
<b>Legal Description:</b>	T128N, R45W, Section 21: NW1/4 <u>Less the North 50 Feet</u> Redpath Township, Traverse County, MN Parcel: 10-0094000 159.58 Acres   <b><u>157.60 Tillable Acres, More or Less</u></b>  <b>*This section had 6.19 acres of CRP that expired on 09/30/2020. It may now be farmed.</b>
<b>Total Tillable Acres, More or Less:</b>	<b><u>157.60 Tillable Acres, More or Less</u></b>



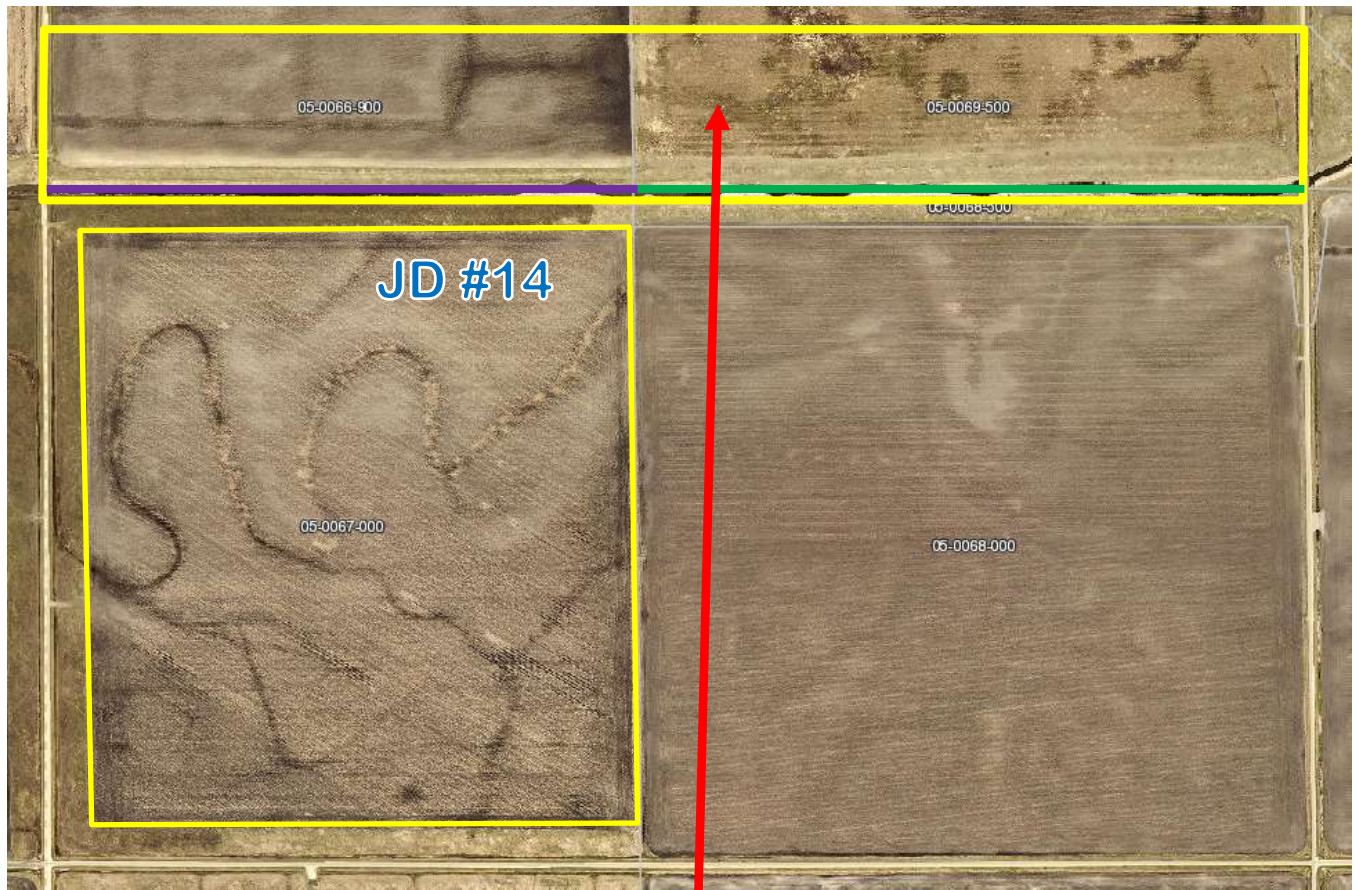
▬  
Approx. BdSWD Lease

## FARMLAND INFORMATION

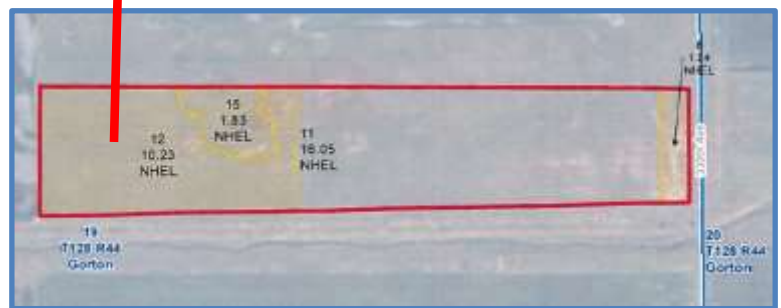
### GORTON TOWNSHIP (GRANT COUNTY) LEASE #21-11

\*Winning bids are for the 2021 crop year and can be renewed for the 2022 and 2023 crop years.

<b>Name:</b>	#21-11 <span style="float: right;"><i>Some of this land was purchased with state bonds.</i></span>
<b>Legal Description:</b>	<p>T128N, R44W, Section 19: GOVT LOTS 3 &amp; 4 &amp; E1/2 SW1/4 (SW1/4)  Gorton Township, Grant County, MN  Parcel: 05-0067-000  140.76 Acres   <b><u>117.97 Tillable Acres, More or Less</u></b></p> <p>T128N, R44W, Section 19: 33.94+/-AC PT GOVT LOT2 &amp; PT SE1/4 NW1/4, BEG @  W 1/4 COR SEC 19 TH N89°46'34"E 2322.14' TH N0°52'50"W 637.58' TH S89°46'  34"W 2315.50' TH S0°16'32"E 637.54' TO POB SUBJECT TO CONVEYANCE TO  STATE OF MN ON 10/15/1896 IN BOOK R PG 280  Gorton Township, Grant County, MN  Parcel: 05-0066-900  33.94 Acres   <b><u>31.23 Tillable Acres, More or Less</u></b></p> <p>T128N, R44W, Section 19: 38.80+/-AC PT NE1/4:BEG @ E QUARTER COR SEC19  TH S89°46'34"W 2652.23' TH N0°52'20"W 637.58' TH N89°46'34"E 2650.50' TH  S11°40"E 637.60' TO POB  Gorton Township, Grant County, MN  Parcel: 05-0069-500  38.80 Acres   <b><u>29.35 Tillable Acres, More or Less</u></b></p> <p><b>*Section had 12.06 acres of CRP for a contract that expired 9/30/20. It may now be farmed.</b></p>
<b>Total Tillable Acres, More or Less:</b>	<b><u>174.55 Tillable Acres</u></b> , more or less (this amount does not include the 3-acre 50' required buffer located on the north side of the Mustinka River/JD #14 and the 1-acre 16' required buffer located on both sides of the Mustinka River/JD #14)



-  Approx. BdSWD Lease
-  16' Buffer, Single-sided
-  50' Buffer, Single-sided



**All CRPs contract for this parcel are now expired. It may now be completely farmed.**

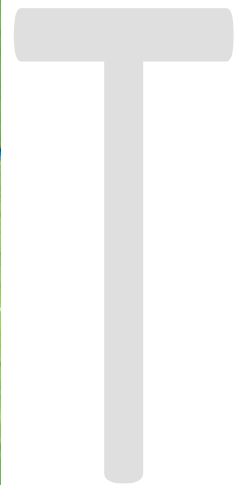
# SHOULD THIS BE ONE

## FARM **BID?** INFORMATION

### NORTH OTTAWA TOWNSHIP (GRANT COUNTY) LEASE #21-12

\*Winning bids are for the 2021 crop year and can be renewed for the 2022 and 2023 crop years.

<b>Name:</b>	#21-12 <span style="float: right;"><i>Purchased and/or improved with state bonds</i></span>
<b>Legal Description:</b>	<p><b>OVER THE COURSE OF THREE GROWING SEASONS, THE WINNING BIDDER WILL BE ABLE TO FARM A MINIMUM OF FIVE CELLS, IN COORDINATION WITH THE BDSWD &amp; NORTH OTTAWA PROJECT TEAM</b></p> <p>T129, R44, Section 17: NW1/4 North Ottawa Township, Grant County, MN Parcel: 11-0059-000 (Cell A1) 160 Acres   <b><u>96.1 Tillable Acres, More or Less</u></b></p> <p>T129, R44, Section 18: NE1/4 North Ottawa Township, Grant County, MN Parcel: 11-0062-000 (Cell B1) 160.77 Acres   <b><u>105 Tillable Acres, More or Less</u></b></p> <p>T129, R44, Section 17: SW1/4 North Ottawa Township, Grant County, MN Parcel: 11-0060-000 (Cell A2) 160 Acres   <b><u>95.1 Tillable Acres, More or Less</u></b></p> <p>T129, R44, Section 18: SE1/4 North Ottawa Township, Grant County, MN Parcel: 11-0064-000 (Cell B2) 160.77 Acres   <b><u>124.8 Tillable Acres, More or Less</u></b></p> <p>T129, R44, Section 20: NW1/4 North Ottawa Township, Grant County, MN Parcel: 11-0069-000 (Cell A3) 160 Acres   <b><u>99.9 Tillable Acres, More or Less</u></b></p> <p>T129, R44, Section 19: NE1/4 North Ottawa Township, Grant County, MN Portion of Parcel: 11-0065-000 (Cell B3) 160.77 Acres   <b><u>120 Tillable Acres, More or Less</u></b></p>
<b>Total Tillable Acres, More or Less:</b>	<p><b><u>The winning bidder will be able to plant:</u></b> 3 Cells without a crop restriction 2 Cells with a small grain or corn silage restriction</p> <p>The average size of a cell is 107.4 acres. Depending on North Ottawa financial conditions, an additional cell may be added.</p>



Legend	
<span style="display:inline-block; width:15px; height:15px; background-color:yellow; border:1px solid black;"></span>	Collection System Grasslands - 169 acres
<span style="display:inline-block; width:15px; height:15px; background-color:orange; border:1px solid black;"></span>	Exterior Impoundment Levee Grasslands - 141 acres
<span style="display:inline-block; width:15px; height:15px; background-color:lightgreen; border:1px solid black;"></span>	Interior Impoundment Levee Grasslands - 160 acres
<span style="display:inline-block; width:15px; height:15px; background-color:red; border:1px solid black;"></span>	Watershed Ditch #3 Grasslands - 14 acres
<span style="display:inline-block; width:15px; height:15px; background-color:gray; border:1px solid black;"></span>	Impoundment Gravel Roads - 40 acres
Impoundment Cells	
<span style="display:inline-block; width:15px; height:15px; background-color:lightblue; border:1px solid black;"></span>	A/B Cells - 1,008 acres
<span style="display:inline-block; width:15px; height:15px; background-color:pink; border:1px solid black;"></span>	C Cell - 608 acres
Total Grasslands Area = 484 acres	
Total Area of North Ottawa Cells = 1,616 acres	

## **BID FORM**

*Winning bids are for the 2021 crop year and can be renewed for the 2022 and 2023 crop years.*

*Bidders may bid on any combination of one (1), several, or all leases.*

*Each lease bid will be considered on a separate, individual basis.*

*\*Legal Descriptions can be found in the Request for Bid packet.*

<b>BIDDER'S PRINTED NAME:</b>			<b>TELEPHONE:</b>
<b>MAILING ADDRESS:</b>			
<b>CITY:</b>		<b>STATE:</b>	<b>ZIP:</b>
<b>BIDDER'S SIGNATURE:</b>			<b>DATE:</b>
Lease	Abbreviated Description*	Tillable Acres	Your Bid Per Crop Year
Moonshine Lease #21-01	NE 24, Moonshine	138.66	\$
Moonshine Lease #21-02	SE 30, Moonshine	148.87	\$
Moonshine Lease #21-03	NNE 31, Moonshine	76.99	\$
Copeland Lease #21-04	SW 32, Western	132.03	\$
Redpath Lease #21-05	E 21 & SW 21, Redpath	470.99	\$
Redpath Lease #21-06	22, Redpath	608.17	\$
Redpath Lease #21-07	NW 23 & NE 23, Redpath	98.31	\$
Redpath Lease #21-08	S 23, Redpath	307.01	\$
Redpath Lease #21-09	Portions of 24 & 25 Redpath	448.17	\$
Redpath Lease #21-10	NW 21, Redpath	157.6	\$
Redpath Lease #21-11	Portions of 19, Gorton	174.55	\$

North Ottawa Lease #21-12	No crop restrictions, 3 cells Prioritized cells: A1, B1, A2, B2	291 – 326 estimated acres*	<b><u>Your Bid Per Acre:</u></b> \$ _____
	Restricted to small grains or corn silage, 2 cells Prioritized Cells: A2, B2, B3, A3  *Final acreage depends on year-to-year management decisions. More acres may be available if a cell is added.	195 – 248 estimated acres*	<b><u>Your Bid Per Acre:</u></b> \$ _____

DRAFT



## RIPARIAN AID

This aid program is for counties and watershed districts to oversee the riparian protection and water quality practices required under statute.

Each county's aid amount is based on several factors, including its share of the total statewide:

- class 2a agricultural acreage
- centerline miles of public watercourses
- miles of public drainage ditches

The Board of Water and Soil Resources and the Department of Natural Resources certify the data used to calculate the aid to the Department of Revenue.

Buffers on public waters must be in place by November 1, 2017, and buffers on public drainage systems must be in place by November 1, 2018.

### **August 8, 2017 email from BWSR:**

"The funding is paid as County Aid and the use of the funding is flexible. The intent is to provide assistance in your responsibilities of enforcing and implementing MN 103F.48 "The Buffer Law". Unspent funds may be carried forward and used for similar purposes. While there is no formal reporting requirement or procedure for these funds it is important for you to think about communicating how you used the funds both locally and with your associations in the months and years ahead.

Below is a brief list of things you may want to keep tabs on for that purpose:

- Approximate FTE(s) funded
- Equipment purchased
- Public hearings posted for ordinance/rule adoption
- Press releases or other outreach efforts
- Transferred to SWCD for Cost Share assistance to Landowners
- Agreements between Local Governments sharing in workload
- Enforcement actions taken or under progress to kick start Redeterminations of Benefits on 103E systems compensating landowners for implementation."
- Coordinate with your specific associations to find out if there are other items of interest for you to track or if items on this list are of particular importance"

### **Upcoming Riparian Aid**

**\$54,098** Feb 2021  
**\$54,173** Aug 2021  
**\$54,173** Feb 2022

\$336,973 Current Buffer Fund Balance  
**(\$150,000)** Reserved, Future Legal  
**(\$30,000)** Typical Annual Program Expenses  
**\$156,973** Left to Allocate

The District has taken many actions throughout the year that fits the above purposes, but has used other funds to cover project expenses.