

TREASURER'S REPORT
FEBRUARY 2025

BANK ACCOUNT BALANCES FROM BANK STATEMENTS

Bank - Checking, No Interest	\$ 814,420.88
JCD #11 Surety	\$ 60,003.82
GCD #21 Surety	\$ 60,103.49
BdSWD No. 5 Surety	\$ 60,078.84
Bank - Checking, Interest	\$ 1,016,619.71
Bank - Checking, No Interest	9,331.83
Bank - Money Market, Interest	\$ 1,724,719.65
Bank - CD's, Interest	\$ 514,480.14
Bank - CD's, Interest	\$ 4,860,000.00
END OF MONTH AMOUNT IN BANK ACCOUNTS:	<u>\$ 9,119,758.36</u>

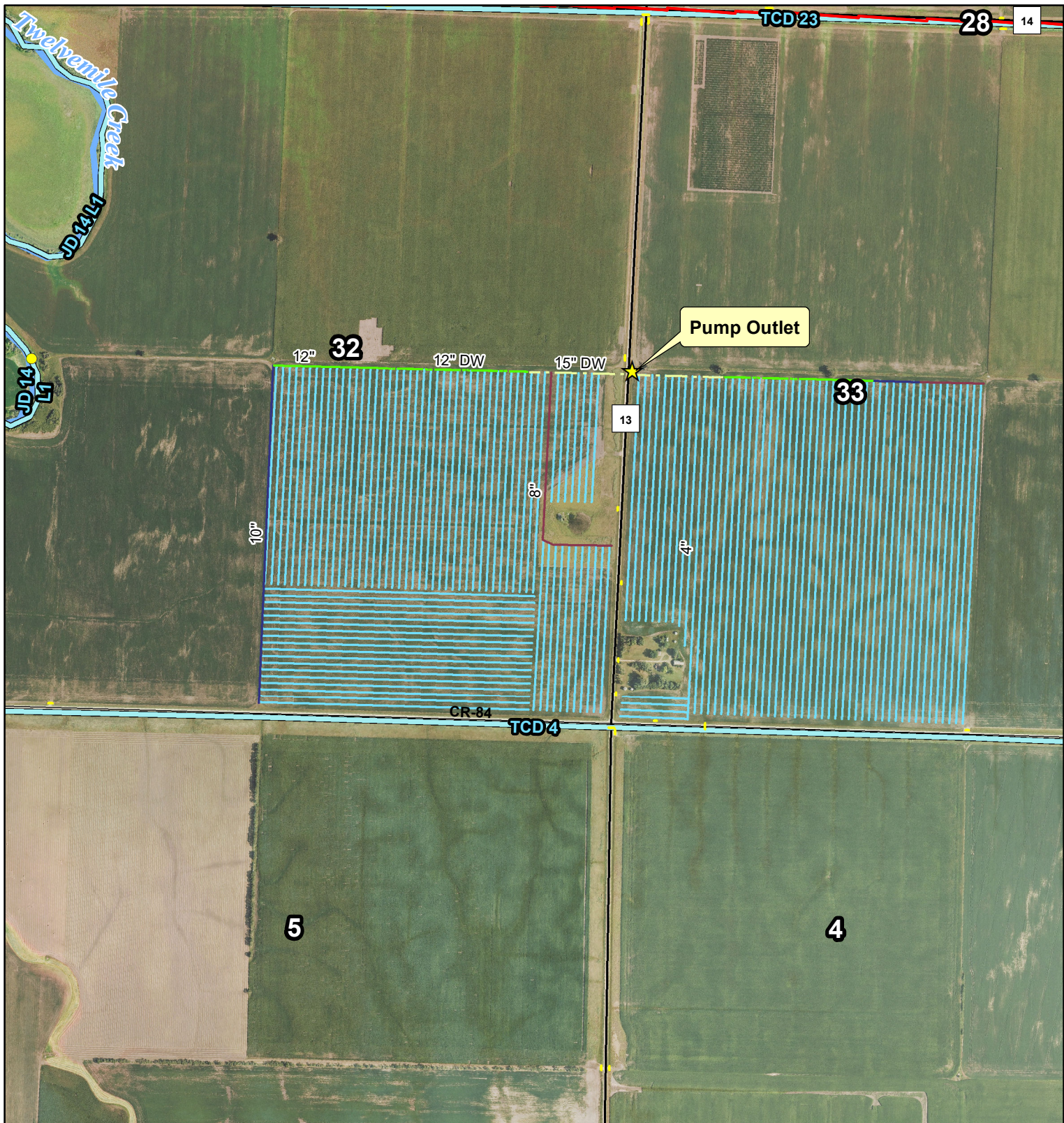
ACCOUNTING FUND BALANCES FROM QUICKBOOKS

	Beginning Balance from Quickbooks 12/31/2024	2025 Revenue 2/25/2025	2025 Expenses 2/25/2025	Current Fund Balance 2/25/2025	
Payroll Liabilities	0.00	0.00	(1,651.35)	(1,651.35)	
General Fund(*)	467,075.29	9,996.42	(59,917.01)	417,154.70	
Ditch Fund					TROY
					If nothing else was done this year
Total BdSWD #3	56,893.81	0.00	0.00	56,893.81	56,893.81
Total BdSWD #5	12,019.84	15.31	(6.00)	12,029.15	12,013.84
Total GCD #3	(45,417.75)	0.00	(12,610.94)	(58,028.69)	(39,028.69)
Total GCD #5	7,888.27	0.00	0.00	7,888.27	7,888.27
Total GCD #6	1,878.31	0.00	0.00	1,878.31	2,878.31
Total GCD #8	25,123.82	0.00	0.00	25,123.82	25,123.82
Total GCD #9	40,557.86	0.00	0.00	40,557.86	55,057.86
Total GCD #11	(440.95)	0.00	0.00	(440.95)	159.05
Total GCD #15	4,512.15	0.00	0.00	4,512.15	4,512.15
Total GCD #21	(188,626.94)	15.31	(60,713.84)	(249,325.47)	(240,840.78)
Total GCD #22	8,043.80	127.72	0.00	8,171.52	13,043.80
Total GCD #29	21,739.36	5.44	0.00	21,744.80	26,739.36
Total GCD #32	7,732.90	0.00	0.00	7,732.90	7,732.90
Total GCD #33	(5,238.37)	461.85	(3,341.00)	(8,117.52)	(8,117.52)
Total GC CONS JD #2	84,441.73	0.00	(5,355.78)	79,085.95	79,085.95
Total JCD #2	116,356.20	0.00	0.00	116,356.20	116,356.20
Total JCD #3	9,214.89	63.90	(850.00)	8,428.79	16,364.89
Total JCD #4	2.28	0.00	0.00	2.28	2.28
Total JCD #6	146,725.06	0.00	0.00	146,725.06	146,725.06
Total JCD #7	22,855.92	276.89	0.00	23,132.81	28,155.92
Total JCD #11	104,124.81	12.82	(22,371.11)	81,766.52	81,753.70
Total JCD #12	(81,437.77)	135.12	(7,241.75)	(88,544.40)	(38,679.52)
Total JCD #14	63,225.31	585.80	0.00	63,811.11	63,225.31
Total TCD #1E	19,920.25	0.00	0.00	19,920.25	24,920.25
Total TCD #1W	23,298.48	150.05	0.00	23,448.53	26,298.48
Total TCD #2	39,310.56	32.78	0.00	39,343.34	39,310.56
Total TCD #4	45,663.57	236.86	0.00	45,900.43	45,663.57
Total TCD #7	20,494.37	219.11	0.00	20,713.48	24,894.37
Total TCD #8	20,789.75	0.00	0.00	20,789.75	27,289.75
Total TCD #9	9,469.53	64.29	0.00	9,533.82	16,269.53
Total TCD #10	19,304.39	65.37	0.00	19,369.76	19,304.39
Total TCD #11	46,136.07	176.32	(250.00)	46,062.39	45,886.07
Total TCD #13	12,908.78	3.54	0.00	12,912.32	13,708.78
Total TCD #15	(2,937.79)	3.51	0.00	(2,934.28)	(2,937.79)
Total TCD #16	5,340.33	123.63	0.00	5,463.96	9,340.33
Total TCD #17	(35,071.25)	9.44	0.00	(35,061.81)	(26,821.25)
Total TCD #18	3,927.12	1.85	0.00	3,928.97	7,927.12
Total TCD #19	(9,283.36)	21.66	0.00	(9,261.70)	(5,883.36)
Total TCD #20	1,301.25	11.90	0.00	1,313.15	4,301.25

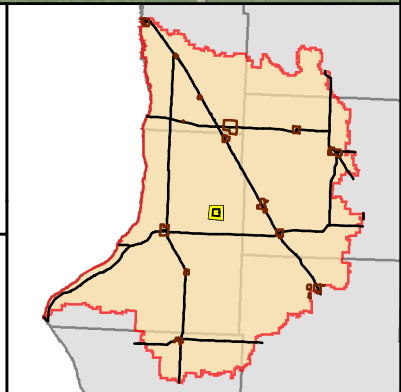
Total TCD #22	(860.50)	2.83	0.00	(857.67)	4,139.50
Total TCD #23	(54,706.19)	1,035.27	0.00	(53,670.92)	(44,456.19)
Total TCD #24	5,601.33	50.87	0.00	5,652.20	12,101.33
Total TCD #26	13,941.03	71.03	0.00	14,012.06	18,711.03
Total TCD #27	(21,673.22)	296.78	0.00	(21,376.44)	29,326.78
Total TCD #28	(3,781.48)	73.36	0.00	(3,708.12)	2,918.52
Total TCD #29	(504.98)	34.88	0.00	(470.10)	995.02
Total TCD #30	18,912.45	50.83	0.00	18,963.28	25,912.45
Total TCD #31	20,550.50	79.18	0.00	20,629.68	25,350.50
Total TCD #32	5,321.69	8.96	0.00	5,330.65	8,321.69
Total TCD #33	16,458.31	22.14	(6,400.00)	10,080.45	15,058.31
Total TCD #35	17,878.83	191.20	0.00	18,070.03	17,878.83
Total TCD #36	(13,358.84)	755.68	0.00	(12,603.16)	891.16
Total TCD #37	(284,364.05)	0.00	0.00	(284,364.05)	(243,984.05)
Total TCD #38	13,297.99	12.89	0.00	13,310.88	15,797.99
Total TCD #39	4,872.02	1.90	0.00	4,873.92	7,972.02
Total TCD #40	19,640.41	14.60	0.00	19,655.01	30,840.41
Total TCD #41	(10,323.84)	38.20	0.00	(10,285.64)	5,676.16
Total TCD #42	13,884.69	19.16	0.00	13,903.85	20,684.69
Total TCD #43	12,266.21	33.67	0.00	12,299.88	15,066.21
Total TCD #44	5,451.96	399.68	0.00	5,851.64	11,151.96
Total TCD #46	18,959.38	0.58	0.00	18,959.96	21,059.38
Total TCD #48	(2,357.66)	2.47	0.00	(2,355.19)	1,042.34
Total TCD #50	3,818.28	0.00	0.00	3,818.28	3,818.28
Total TCD #51	16,435.64	361.65	0.00	16,797.29	22,235.64
Total TCD #52	30,096.54	52.24	(800.00)	29,348.78	49,296.54
Total TCD #53	56,824.19	44.61	0.00	56,868.80	56,824.19
Total TCD #55	8,674.88	0.83	0.00	8,675.71	10,174.88
Total WCD #Sub-1	167,822.47	0.00	(35,377.37)	132,445.10	132,445.10
Total WCD #8	127,063.36	0.00	0.00	127,063.36	127,063.36
Total WCD #9	299,017.38	0.00	0.00	299,017.38	299,017.38
Total WCD #18	18,321.08	189.29	0.00	18,510.37	23,321.08
Total WCD #20	60,473.80	689.66	0.00	61,163.46	60,473.80
Total WCD #25	44,809.91	336.66	0.00	45,146.57	44,809.91
Total WCD #35	(4,851.22)	511.34	0.00	(4,339.88)	2,148.78
Total WCD #39	20,242.01	49.79	(19,530.24)	761.56	4,011.77
Total Ditch Fund - Other	0.00	0.00	(2,907.50)	(2,907.50)	(2,907.50)
Total Ditch Fund	1,276,600.95	8,252.70	(177,755.53)	1,107,098.12	
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Construction Fund	7,389,159.46	1,749,053.13	(1,696,426.40)	7,441,786.19	
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RRWMB Fund	0.00	20,259.48	(20,259.48)	0.00	
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TOTAL Funds	9,132,835.70	1,787,561.73	(1,956,009.77)	8,964,387.66	

RECONCILE BANK STATEMENTS TO QUICKBOOKS

Bank Statement Total From Top:	9,119,758.36
<u>Enter</u> Quickbooks Bank Account Balance Total Assets:	8,964,387.66
+ <u>Enter</u> Uncleared Transactions BMO:	1,578.29
+ <u>Enter</u> Uncleared Transactions Star Bank:	153,792.41
+ <u>Enter</u> Star Bank checks written 02/27/25 - 02/28/25	0.00
- <u>Enter</u> Star Bank Deposits received 02/27/25 - 02/28/25	0.00
Quickbooks Total:	9,119,758.36
<hr/>	
<u>Enter</u> Quickbooks Total from Fund Balances Income/Expense Report:	8,966,039.01
<u>Enter</u> Quickbooks Total from Balance Sheet Current Liabilities:	(1,651.35)
Total:	8,964,387.66
<hr/>	
<u>Enter</u> Quickbooks Total Assets from Bank Balances Report:	8,964,387.66



Structure		Culvert		Drain	
★ Pump/Lift	□ Inlet/Intake	● RCP	● CSP	— 3"	— 10"
⊕ Control Structure	⬇ Concrete Mat	▲ RCPA	▲ CSPA	— 4"	— 12"
⬆ Dike/Embankment	● Gravity Outlet	■ RCB	◆ Bridge	— 5"	— 15"
⬆ Subwatersheds	— Culvert Inventory	● Other	— 6"	— 18"	— 24" & Greater
— N.O. Collection Channels	— MN PWI Streams			— (Tile)	— (Dual Wall)
				— (Non-Perf.)	— Other - Pipe
					— Dike
					— Ditch/Waterway
					— Other - Misc.
					— Road Permits



PA# 24-154 - Deal, Kevin- Revised 01/29/2025
SE 1/4 of Section 32 and SW 1/4 of Section 33, Redpath Twp.
Bois de Sioux Watershed District, MN

Created By: AKS Date Saved: 01/29/25 Date Exported: 01/29/25
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 Horizontal Datum: NAD 1983 UTM Zone 15N Vertical Datum: NAVD 1988
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STATE OF MINNESOTA
Before the
BIOS DE SIOUX WATERSHED DISTRICT
SITTING AS THE DRAINAGE AUTHORITY FOR
Traverse County Ditch #23

In the Matter of:

**Order Authorizing the Use of
Traverse County Ditch #23 as an Outlet**

ORDER

WHEREAS, Kevin & Julie Deal (the “Petitioner”) filed Permit Application #24-154, attached as Exhibit A, with the Bois de Sioux Watershed District (the “District”) to construct and install a private drainage system, consisting of drainage tile system and/or ditching, that will outlet waters from the

10-0146000, SE1/4 of Section 32, Range 45, Redpath Township (128), Traverse County, 32-128-45

(the “Property”) into Traverse County Ditch #23.

WHEREAS, under Minn. Stat. § 103E.401, before draining property into a legal drainage system, the property owner must first petition the drainage authority to obtain express authorization to use the drainage system as an outlet.

WHEREAS, the District received the PETITION FOR AUTHORITY TO USE Traverse County Ditch #23 AS AN OUTLET dated Look at map - looks like less than 160 acres (the “Petition”) from the Petitioner, attached as Exhibit B, to drain the Property into Traverse County Ditch #23, as permitted under Minn. Stat. § 103E.401.

WHEREAS, upon filing of the Petition, the District scheduled a hearing for March 20, 2025 at 9:00 am at the District’s office located at 704 Highway 75 South, Wheaton, Minnesota 56296, and gave notice by mail and publication in conformance with Minn. Stat. § 103E.401.

WHEREAS, at the hearing on March 20, 2025 at 9:00 am, the District’s Board of Managers (the “Board”) was read Minn. Stat. § 103E.401, subd.4 and first considered the capacity of Traverse County Ditch #23 as an outlet.

WHEREAS, the District’s Engineer provided the Board with testimony that Traverse County Ditch #23 has sufficient capacity as an outlet for the acres in the Petition and it appears the drainage will not adversely affect Traverse County Ditch #23.

WHEREAS, the District’s Engineer provided the Board with the figures as to the amount spent per acre of assessed lands on Traverse County Ditch #23 since its establishment which was considered in establishing the outlet fee. The District’s Engineer was also directed to calculate a reasonable amount to be assessed as benefits, considering the amount assessed on the adjacent lands and the area involved in Permit Application #24-154.

WHEREAS, upon completion of testimony by the District’s Engineer, all those interested in testifying were given an opportunity to be heard.

WHEREAS, upon completion of testimony from those in attendance and the District's Engineer, the Board provided terms and conditions for the use of Traverse County Ditch #23 as an outlet and established the outlet fee for use of Traverse County Ditch #23.

NOW, THEREFORE, IT IS ORDERED THAT:

ORDER

Upon motion duly made by Manager _____, and seconded by Manager _____, and carried by requisite votes of the Board, it is hereby ordered, pursuant to Minn. Stat. § 103E.401, as follows:

1. The Drainage Authority has concluded that there is sufficient capacity in Traverse County Ditch #23 for the acres proposed to be drained by the Petitioner's private drainage system to outlet into Traverse County Ditch #23.
2. The Petition is granted and the project described in Permit Application #24-154, located in the

32-128-45, 10-0146000, SE1/4 of Section 32, Range 45, Redpath Township (128), Traverse County, Minnesota

is hereby given the express authority to use Traverse County Ditch #23 as an outlet, subject to the following terms and conditions:

_____.

3. The Petitioner agrees to pay an outlet fee of **\$4,660.00**. The outlet fee must be paid before the Petitioner is permitted to construct or install the private drainage system authorized under Permit Application #24-154. Failure of the Petitioner to pay the outlet fee before construction or installation of the private drainage system commences may result in the Board taking legal action against the Petitioner.
4. The Petitioner agrees to pay the actual costs of the hearing, including hearing notices, in the amount of \$_____ before construction or installation of the private drainage system.
5. Benefits are hereby set at **\$120.00**.
6. The Petitioner acknowledges that the Property is liable for assessments levied after approval of this Order as if the benefits had been determined in the order establishing the drainage system.

Dated: _____

Linda Vavra, President

Dated: _____

Jamie Beyer, Administrator

STATE OF MINNESOTA
Before the
BIOS DE SIOUX WATERSHED DISTRICT
SITTING AS THE DRAINAGE AUTHORITY FOR
Traverse County Ditch #23

In the Matter of:

**Order Authorizing the Use of
Traverse County Ditch #23 as an Outlet**

ORDER

WHEREAS, Kevin & Julie Deal (the “Petitioner”) filed Permit Application #24-154, attached as Exhibit A, with the Bois de Sioux Watershed District (the “District”) to construct and install a private drainage system, consisting of drainage tile system and/or ditching, that will outlet waters from the

10-0151000, SW1/4 of Section 33, Range 45, Redpath Township (128), Traverse County, 33-128-45

(the “Property”) into Traverse County Ditch #23.

WHEREAS, under Minn. Stat. § 103E.401, before draining property into a legal drainage system, the property owner must first petition the drainage authority to obtain express authorization to use the drainage system as an outlet.

WHEREAS, the District received the PETITION FOR AUTHORITY TO USE Traverse County Ditch #23 AS AN OUTLET dated Look at map - looks like less than 160 acres (the “Petition”) from the Petitioner, attached as Exhibit B, to drain the Property into Traverse County Ditch #23, as permitted under Minn. Stat. § 103E.401.

WHEREAS, upon filing of the Petition, the District scheduled a hearing for March 20, 2025 at 9:00 am at the District’s office located at 704 Highway 75 South, Wheaton, Minnesota 56296, and gave notice by mail and publication in conformance with Minn. Stat. § 103E.401.

WHEREAS, at the hearing on March 20, 2025 at 9:00 am, the District’s Board of Managers (the “Board”) was read Minn. Stat. § 103E.401, subd.4 and first considered the capacity of Traverse County Ditch #23 as an outlet.

WHEREAS, the District’s Engineer provided the Board with testimony that Traverse County Ditch #23 has sufficient capacity as an outlet for the acres in the Petition and it appears the drainage will not adversely affect Traverse County Ditch #23.

WHEREAS, the District’s Engineer provided the Board with the figures as to the amount spent per acre of assessed lands on Traverse County Ditch #23 since its establishment which was considered in establishing the outlet fee. The District’s Engineer was also directed to calculate a reasonable amount to be assessed as benefits, considering the amount assessed on the adjacent lands and the area involved in Permit Application #24-154.

WHEREAS, upon completion of testimony by the District’s Engineer, all those interested in testifying were given an opportunity to be heard.

WHEREAS, upon completion of testimony from those in attendance and the District's Engineer, the Board provided terms and conditions for the use of Traverse County Ditch #23 as an outlet and established the outlet fee for use of Traverse County Ditch #23.

NOW, THEREFORE, IT IS ORDERED THAT:

ORDER

Upon motion duly made by Manager _____, and seconded by Manager _____, and carried by requisite votes of the Board, it is hereby ordered, pursuant to Minn. Stat. § 103E.401, as follows:

1. The Drainage Authority has concluded that there is sufficient capacity in Traverse County Ditch #23 for the acres proposed to be drained by the Petitioner's private drainage system to outlet into Traverse County Ditch #23.

2. The Petition is granted and the project described in Permit Application #24-154, located in the
33-128-45, 10-0151000, SW1/4 of Section 33, Range 45, Redpath Township (128), Traverse County,

is hereby given the express authority to use Traverse County Ditch #23 as an outlet, subject to the following terms and conditions:

_____.

3. The Petitioner agrees to pay an outlet fee of **\$3,106.67**. The outlet fee must be paid before the Petitioner is permitted to construct or install the private drainage system authorized under Permit Application #24-154. Failure of the Petitioner to pay the outlet fee before construction or installation of the private drainage system commences may result in the Board taking legal action against the Petitioner.

4. The Petitioner agrees to pay the actual costs of the hearing, including hearing notices, in the amount of \$_____ before construction or installation of the private drainage system.

5. Benefits are hereby set at **\$80.00**.

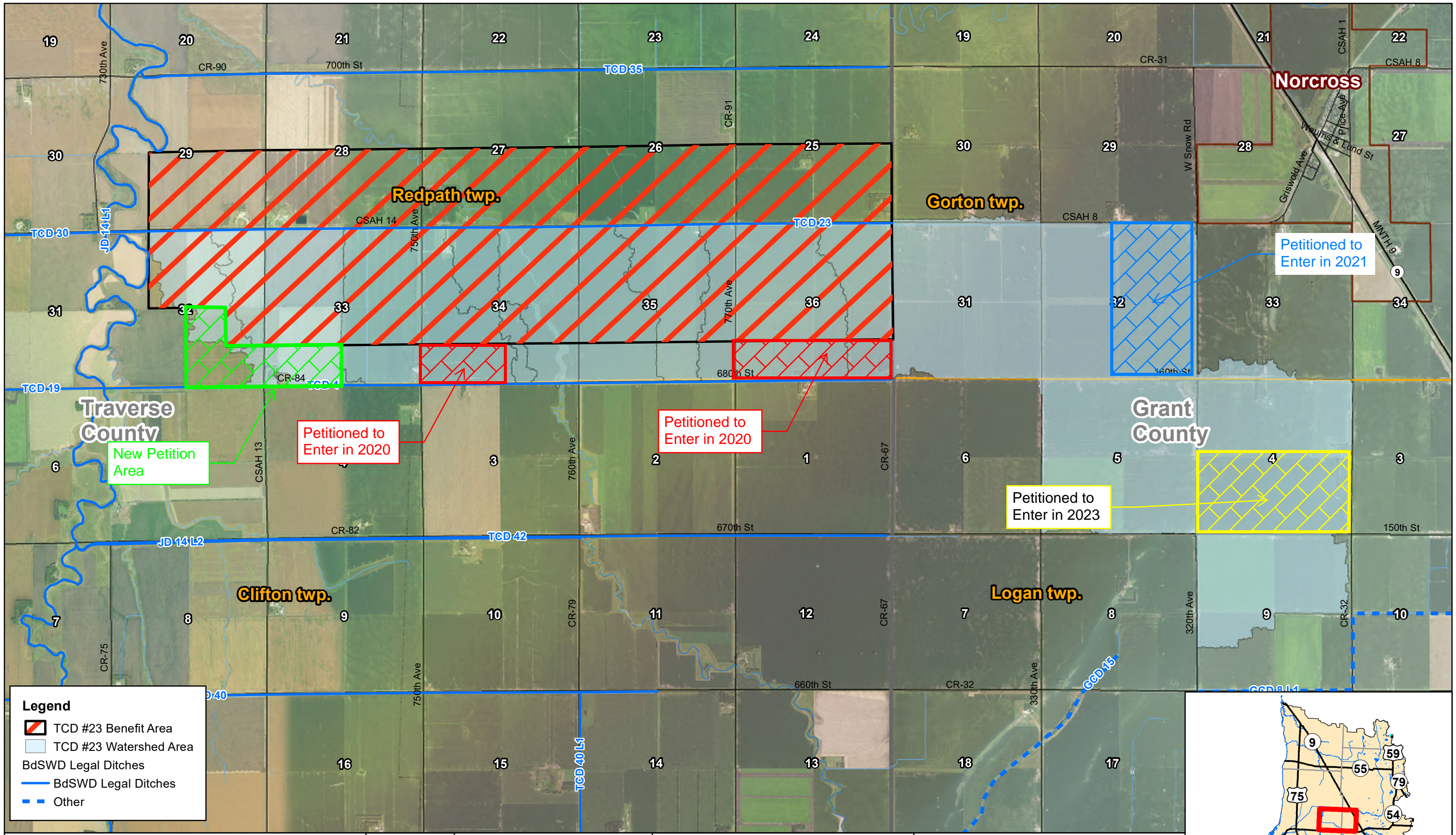
6. The Petitioner acknowledges that the Property is liable for assessments levied after approval of this Order as if the benefits had been determined in the order establishing the drainage system.

Dated: _____

Linda Vavra, President

Dated: _____

Jamie Beyer, Administrator

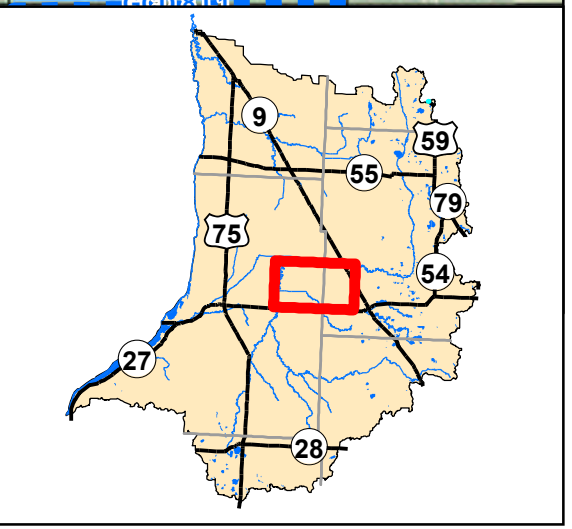
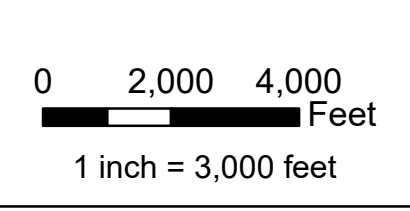


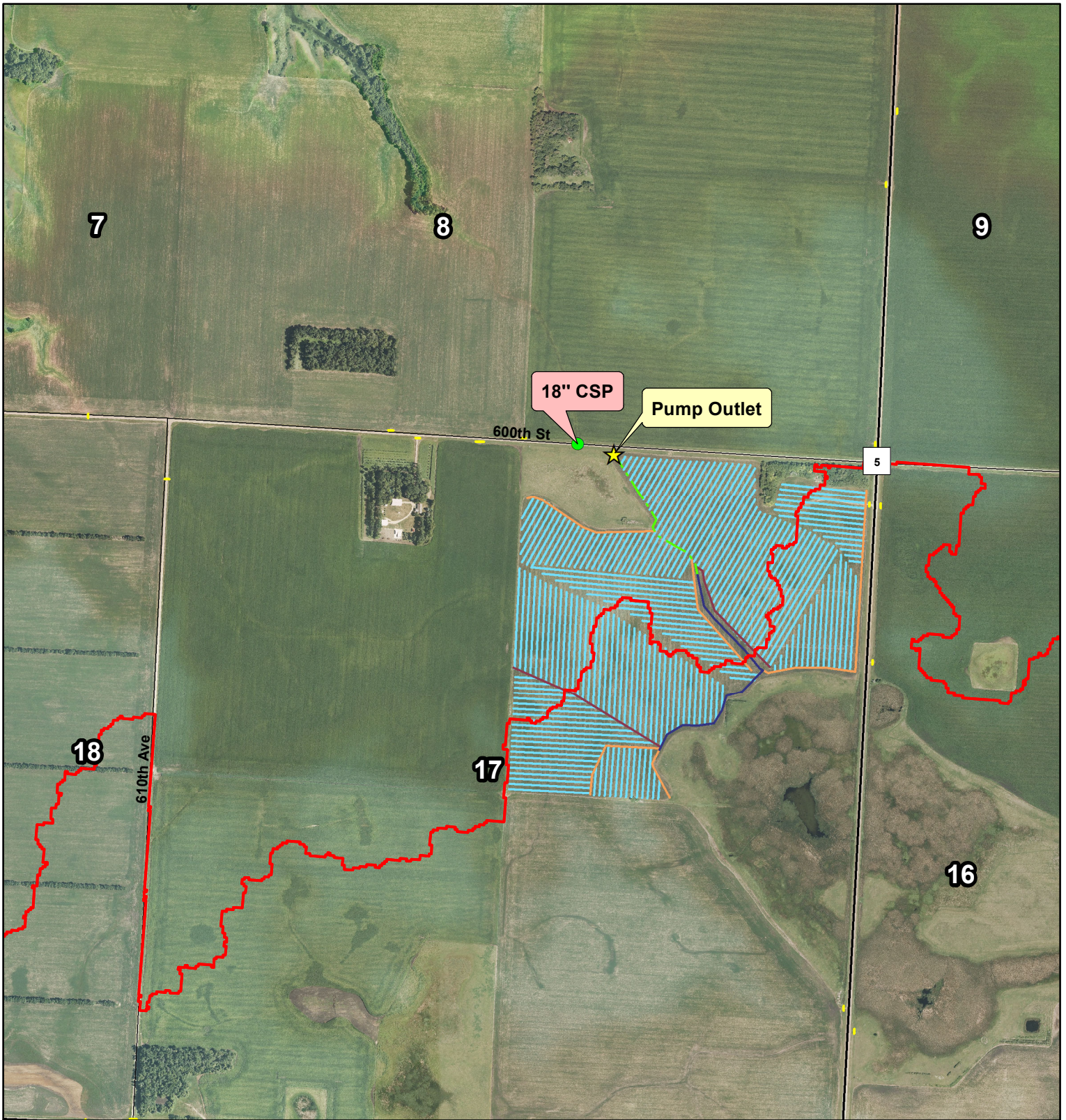
Legend

- TCD #23 Benefit Area
- TCD #23 Watershed Area
- BdSWD Legal Ditches
- Other

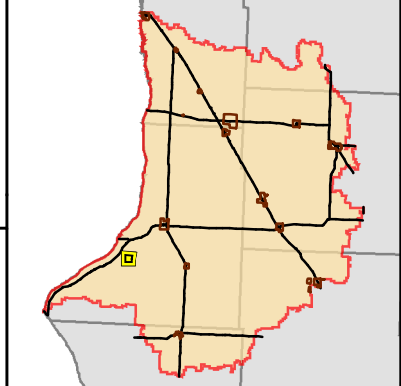
Benefit Area Map
TCD #23
Bois de Sioux Watershed District, MN

Created By: NHT Date Created: 09/29/17 Date Saved: 01/22/18 Date Plotted: NEVER Date Exported: 01/22/18
 Plotted By: nathan.trosen Parcel Date: XXXX/14 Aerial Image: 2015 SIDs Elevation Data: IWI Lidar
 Horizontal Datum: NAD 1983 UTM Zone 14N Vertical Datum: NAVD1988
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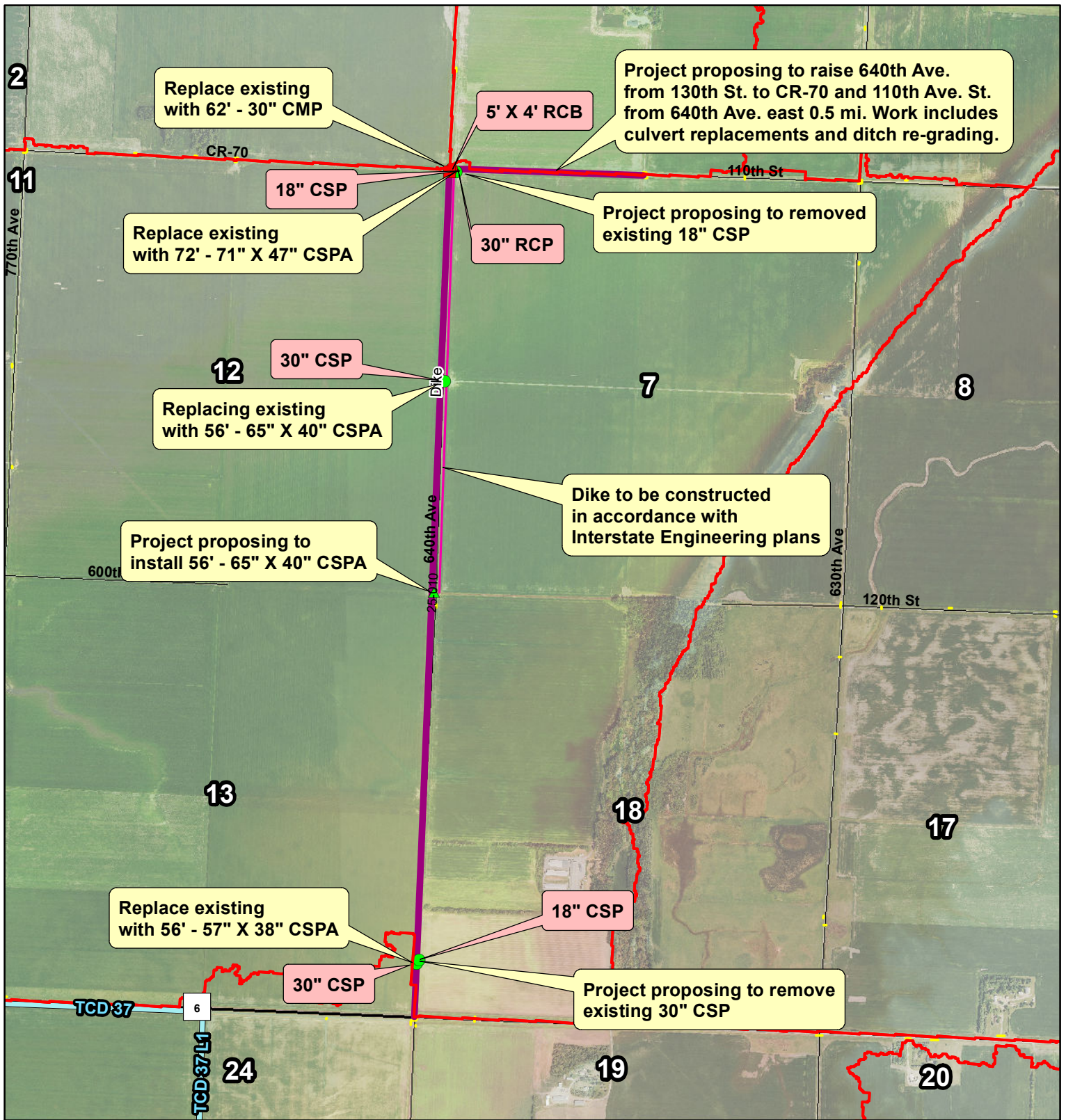
Structure		Culvert		Drain	
★ Pump/Lift	□ Inlet/Intake	● RCP	● CSP	— 3"	— 10"
⊕ Control Structure	▣ Concrete Mat	▲ RCPA	▲ CSPA	— 4"	— 12"
⬠ Dike/Embankment	● Gravity Outlet	■ RCB	◇ Bridge	— 5"	— 15"
⬡ Subwatersheds	— Culvert Inventory	● Other	— Other - Pipe	— 6"	— 18"
— N.O. Collection Channels	— MN PWI Streams			— 8"	— 24" & Greater
				— (Tile)	— Dike
				— (Dual Wall)	— Ditch/Waterway
				— (Non-Perf.)	— Other - Misc.
					— Road Permits



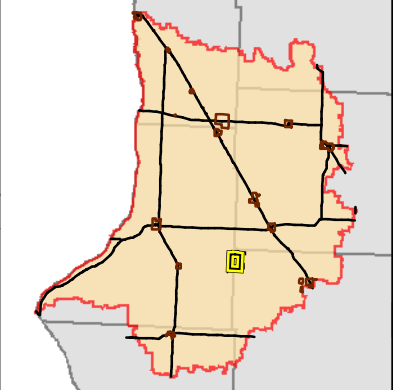
PA# 25-005 - Leininger, Kevin
NE 1/4 of Sec 17, Walls Twp.
Bois de Sioux Watershed District, MN

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 Plotted By: andrew.smith Aerial Image: 2013 County NAIP SIDS Elevation Data: IW1 Lidar
 Horizontal Datum: NAD 1983 UTM Zone 15N Vertical Datum: NAVD 1988
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Structure		Culvert		Drain	
★ Pump/Lift	□ Inlet/Intake	● RCP	● CSP	— 3"	— 10"
⊕ Control Structure	⊞ Concrete Mat	▲ RCPA	▲ CSPA	— 4"	— 12"
⬢ Dike/Embankment	○ Gravity Outlet	■ RCB	◇ Bridge	— 5"	— 15"
⊞ Subwatersheds	— Culvert Inventory	○ Other	— Other	— 6"	— 18"
— N.O. Collection Channels	— MN PWI Streams			— 8"	— 24" & Greater
				— (Tile)	— Dike
				— (Dual Wall)	— Ditch/Waterway
				— (Non-Perf.)	— Other - Misc.
				— Other - Pipe	— Road Permits



PA# 25-010 - Mathias, Marilyn
W 1/2 Sec 7, Eldorado Twp.
Bois de Sioux Watershed District, MN



Created By: CJH Date Saved: 03/13/25 Date Exported: 03/13/25
 Plotted By: cole.hendrickson Aerial Image: 2013 County NAIP SIDS Elevation Data: IWI Lidar
 Horizontal Datum: NAD 1983 UTM Zone 15N Vertical Datum: NAVD 1988
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TRAVERSE SOIL AND WATER CONSERVATION DISTRICT TREE PLANTING ORDER FORM

Name Bois de Sioux Township Windsor Section 24 County Traverse

Street _____ Phone _____

City Wheaton State MN Zip Code 56296

Type of Planting to be done: (check one) Shelterbelt Field Windbreak
 Riparian Buffer Living Snowfence

Species	Price Per Tree	Quantity	Total Cost
Shrub	\$2.00	147	\$294.00
Tall Tree	\$2.00	28	\$56.00
.	\$0.00		\$0.00
.	\$0.00		\$0.00
.	\$0.00		\$0.00
.	\$0.00		\$0.00
.	\$0.00		\$0.00
.	\$0.00		\$0.00
.	\$0.00		\$0.00
.	\$0.00		\$0.00
.	\$0.00		\$0.00
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.	\$0.00		\$0.00
.	\$0.00		\$0.00
.	\$0.00		\$0.00
.	\$0.00		\$0.00
.	\$0.00		\$0.00
.	\$0.00		\$0.00
.	\$0.00		\$0.00
.	\$0.00		\$0.00
.	\$0.00		\$0.00
.	\$0.00		\$0.00
.	\$0.00		\$0.00

Total Quantity 175 Tree Cost estimate \$350.00

Planting & Weed Control	Rate	Quantity	Cost	Total Cost Estimate
Planting - Bare Root Stock*	\$50/100	175	\$250.00	Tree Cost \$350.00 Planting & Weed Control \$977.30 Total \$1,327.30
Planting - Potted Stock*	\$100/100		\$0.00	
Fabric	\$.55/ft	886	\$487.30	
Mats	\$1.50 ea		\$0.00	
Rototill (1 hour minimum)	\$100/hr	1	\$100.00	
Tree Tubes & Stakes	\$5.00 ea.	28	\$140.00	
Mobilization			\$0.00	
Total Planting & Weed Control Cost			\$977.30	

*\$250 Minimum Planting charge applies

I understand that with my signature, I agree to purchase inventory for conservation purposes from the Traverse Soil and Water Conservation District (SWCD). If for any reason this contract is cancelled, I will be held responsible for the cost of the products that have been ordered. If not paid within 30 days a finance charge is computed at a periodic rate of 1.33% per month which is an annual percentage rate of 16% on any unpaid balance. Due to numerous conditions beyond our control, it is impossible for the Traverse SWCD to guarantee planting results and continued growth of plants.



Traverse Soil & Water Conservation District
 304 4th ST N.
 Wheaton, MN 56296
 Phone - 320/563-8218 ext. 3

Signed _____ Date _____

TRAVERSE SOIL WATER CONSERVATION DISTRICT TREE AND SHRUB PLANTING PLAN FORM

<input checked="" type="checkbox"/>	Shelterbelt			
<input type="checkbox"/>	Wildlife			
<input type="checkbox"/>	Field Windbreak		Section <u>24</u>	Date <u>2/25/2025</u>
Cooperator <u>Bois de Sioux</u>				Phone _____
Township <u>Windsor</u>				Assisted By <u>Bruce Johnson</u>

PLANTING PLAN FOR ROWS					
Row No.	Row Length	Species	Spacing		number of trees needed
			In Row	Betw. Row	
1	440	Shrub	3	15	147
2	446	Tall Tree	16		28
3					#DIV/0!
4					#DIV/0!
5					#DIV/0!
6					#DIV/0!
7					#DIV/0!
8					#DIV/0!
9					#DIV/0!
10					#DIV/0!
11					#DIV/0!
12-14					#DIV/0!
15-17					#DIV/0!
18-20					#DIV/0!
					#DIV/0!

No. of Trees To Order	Specie of Tree To Order
147	Shrub
28	Tall Tree
0	.
0	.
0	.
0	.
0	.
0	.
0	.
0	.
0	.
0	.
0	.
0	.
0	.
0	.
0	.
0	.
0	.
0	.
0	.
0	0
0	0

TOTAL TREES TO ORDER
175

SITE CONDITIONS AND OTHER NOTES
Date Planted:
Staff Present:
Site Conditions:
Notable Changes:

PLANTING NOTES

**REFER TO THE SCALED DRAWING FOR LOCATIONS OF ROWS
AND BLOCK PLANTINGS**

DITCH 52 TREE PLANTING

ACRES:





Field Office: WHEATON SERVICE CENTER

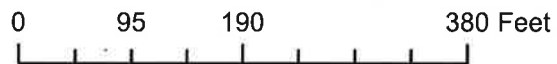
Legal Description: WINDSOR 24

Agency: TRAVERSE SWCD

Assisted By: BRUCE JOHNSON



-  Civil Townships
-  PLS Sections
-  Ditch_52_Tree_Planting_
-  Channel Easement-2





Bois de Sioux
Watershed District

704 Highway 75 South | Wheaton, MN 56296

Phone | 320.563.4185
Fax | 320.563.4987

www.bdswd.com
bdswd@runestone.net

REQUEST FOR BIDS

For the Rental of Farmland in Traverse County

RESPONSES MUST BE RECEIVED BY:

April 16, 2025, 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 approximately sixty (60) acres of farmland located in Traverse County 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, April 16, 2025. The District offers for lease approximately sixty (60) acres of the following-described parcel of land located in Redpath Township, Traverse County, more specifically described as:

The Southwest Quarter of Section 15, Township 128 North, Range 45 West, Traverse County, Minnesota, LESS that portion described as follows:

Beginning at the southwest corner of said Section 15; thence North 88 degrees 34 minutes 07 seconds East, assumed bearing along the south line of said Section 15, a distance of 2614.31 feet to the south quarter corner of said Section 15; thence North 01 degrees 05 minutes 27 seconds West, along the east line of aforesaid Southwest Quarter, a distance of 715.74 feet; thence North 89 degrees 41 minutes 53 seconds West, 2625.05 feet to the west line of said Section 15; thence South 01 degrees 48 minutes 42 seconds East, along said west line, 795.15 feet to the point of beginning. Said excepted tract contains 45.42 acres more or less.

Subject to the existing public roadway easement over the westerly portion thereof (750th Avenue).

The parcel described above is approximately one hundred fifteen (115) acres consisting of sixty (60) acres of farmland and fifty-five (55) acres enrolled in an existing Conservation Reserve Program (CRP) contract. A map of the sixty (60) acres of farmland is attached to the Bid Form provided herein. Sealed bids will be publicly opened and read aloud immediately after the bid closing in the District's office. The bids will then be presented to the District Board at its regular meeting on April 17, 2025, for discussion and action. 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 a three (3) year lease for the rental of approximately sixty (60) acres of farmland only; the fifty-five (55) acres enrolled in CRP will not be included in the bid. The sixty (60) acres subject to bid must be worked as its current condition is grass and small, volunteer trees. The real property leased from the District will remain property of the District. The successful bidder will be responsible for all input costs and expenses of the farmland, including, without limitation, all labor, fertilizer, seed, chemical, and equipment costs. Bid information 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: March 20, 2025

INSTRUCTIONS TO BIDDERS

I. GENERAL INFORMATION.

A. **Bid Name.** Bois de Sioux Watershed District – Redpath Township Property.

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 3:00 PM on Wednesday, April 16, 2025, and will be publicly opened and read aloud immediately after the bid closing in the District's office. Bids will then be presented to the District Board at its regular meeting on April 17, 2025, for discussion and action. 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 approximately sixty (60) acres of farmland only, the CRP acreage is not included in the bid. All title to the land will remain with the District.
- (2) A map of the sixty (60) acres of farmland, and fifty-five (55) acres of CRP, is attached to the bid packet. The winning bidder will be responsible for working the sixty (60) acres of farmland into a farmable condition without harming, damaging, or interfering with the fifty-five (55) acres enrolled in CRP.
- (3) Bids are made based on a lump-sum bid and based on the total farmed acreage (approximately sixty (60) acres), exclusive of the fifty-five (55) acres enrolled in CRP.
- (4) The successful bidder(s) will be required to furnish, without limitation, all labor, fertilizer, seed, chemical, and equipment necessary to grow crops on the farmland. The District is not responsible for any costs associated with working the real property into a farmable condition.
- (5) The lease is made "as-is." Potential bidders are urged to investigate the property and review soil maps or other information pertinent to working the land into a farmable condition and growing crops on the farmland before submitting a bid.
- (6) Farming activities must be done in a safe and clean manner based on standard farming practices in the area, and in accordance with federal, state, and local laws, rules, and regulations.
- (7) The successful bidder will be required to enter into a three year lease with the District, commencing in 2025 and expiring in 2027, that describes the terms and conditions for renting the farmland. Subleases are not permitted without written approval of the District.

- (8) The rental price must be paid in cash, check, money order, certified check, or other immediately available funds on an annual basis. **Rent for the first year of the lease must be paid on or before May 1, 2025. Subsequent rental payments are due on or before March 1, annually.**
- (9) The District reserves the right to reject any or all bids, or to select one (1) or more bids from different bidders.

II. BID FORMS.

Bids must be submitted on the attached Bid Form. 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 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's office, no later than the time and date indicated below, in a sealed envelope with the following italicized information clearly marked on the outside of the envelope:

*Lease of Bois de Sioux Watershed District Property: Redpath Township
Bid Opening: April 16, 2025, at 3:00 PM*

V. METHODS OF AWARING BIDS.

On April 17, 2025, at approximately 9:00 AM, bids will be presented to the District Board. The District Board shall award a lease to the highest responsible bidder. 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 nor the District Board meeting; however, bidders and the public are welcome to attend the bid opening and the District Board meeting on April 17, 2025, beginning at 9:00 AM.

The winning bidder will be required to enter into a lease agreement with the District prior to May 1, 2025.

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 agreement. Upon request by the District, or its authorized representative, the bidder(s) shall furnish all qualification information 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.

VII. INSPECTION OF FARMLAND.

Bidders are urged to fully investigate the farmland available for lease in order to inform themselves of the conditions of the farmland – currently grass and small, volunteer trees. Failure of the bidders to investigate the farmland will not be a valid reason to rescind a bid once opened. It is hereby understood that the bidders' bid is submitted on the basis of such inspection and review of the draft lease agreement.

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 bidder. A corporation submitting a bid must furnish evidence that the officer(s) or employee(s) who executes the bid has 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.



BID FORM

REDPATH TOWNSHIP, TRAVERSE COUNTY

**Winning bid is based on lump sum rental rate per year.*

PROSPECTIVE BIDDER'S PRINTED NAME:		TELEPHONE:
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
PROSPECTIVE BIDDER'S SIGNATURE:		DATE:

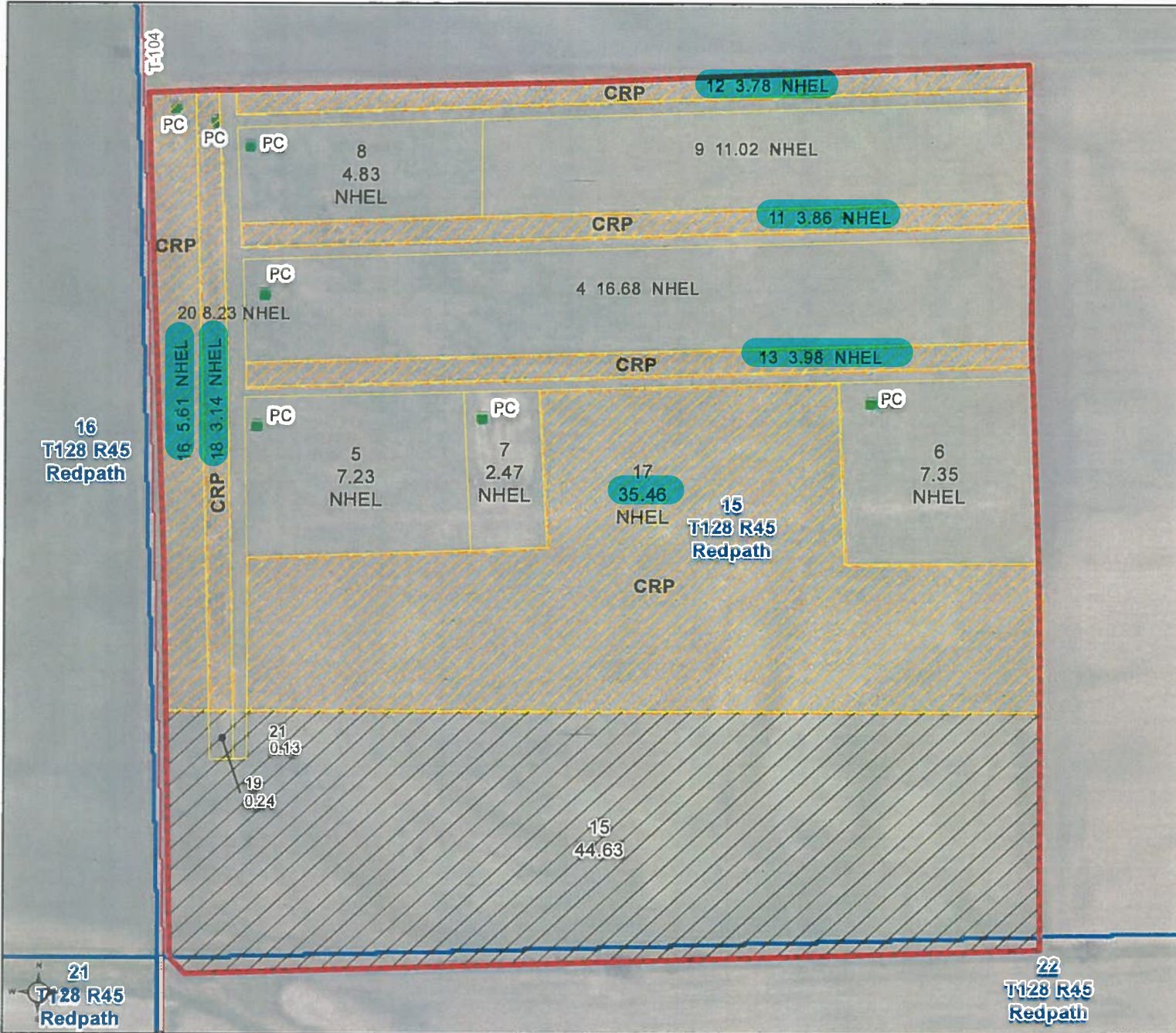
This bid is submitted in accordance with the Terms and Conditions dated March 20, 2025, such lease information is incorporated into this Bid Form by reference. By signing above, I hereby acknowledge that I received and reviewed the Terms and Conditions related to the lease of the real property listed below.

Name:	Lease of Bois de Sioux Watershed District Property – Redpath Township
Property:	A portion of the SW1/4 of Section 15, Redpath Township, Traverse County, MN
Total Acres:	Approximately 60 acres unencumbered by an existing CRP contract
Legal Description:	<p>The Southwest Quarter of Section 15, Township 128 North, Range 45 West, Traverse County, Minnesota, LESS that portion described as follows:</p> <p>Beginning at the southwest corner of said Section 15; thence North 88 degrees 34 minutes 07 seconds East, assumed bearing along the south line of said Section 15, a distance of 2614.31 feet to the south quarter corner of said Section 15; thence North 01 degrees 05 minutes 27 seconds West, along the east line of aforesaid Southwest Quarter, a distance of 715.74 feet; thence North 89 degrees 41 minutes 53 seconds West, 2625.05 feet to the west line of said Section 15; thence South 01 degrees 48 minutes 42 seconds East, along said west line, 795.15 feet to the point of beginning. Said excepted tract contains 45.42 acres more or less.</p> <p>Subject to the existing public roadway easement over the westerly portion thereof (750th Avenue).</p>
TOTAL BID: \$	
(lump sum per year – 60 acres)	

EXHIBIT A

Map of the Leased Property

DRAFT



Unless otherwise noted:
 Shares are 100% operator
 Crops are non-irrigated
 Corn = yellow for grain
 Soybeans = common soybeans for grain
 Wheat = HRS, HRW = Grain
 Sunflower = Oil, Non-Oil = Grain
 Oats and Barley = Spring for grain
 Rye = for grain
 Peas = process
 Alfalfa, Mixed Forage AGM, GMA, IGS = for forage
 Beans = Dry Edible
 NAG = for GZ
 Canola = Spring for seed

Common Land Unit

- Non-Cropland
- Cropland
- CRP
- Tract Boundary

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 113.64 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). This map displays the 2021 NAIP imagery.

**SECTION 15, REDPATH TOWNSHIP
FARM LEASE AGREEMENT**

THIS LEASE AGREEMENT (this "Lease") is made and entered into this ____ day of _____, 2025, (the "Effective Date"), by and between the Bois de Sioux Watershed District ("Lessor"), whose address is 704 Highway 75 South, Wheaton, Minnesota 56296, and _____, an individual ("Lessee"), whose address is _____.

RECITALS

WHEREAS, Lessor owns property in Traverse County, Minnesota, acquired for the Redpath Flood Impoundment Project and desires to lease the property for the purpose of farming; and

WHEREAS, Lessee desires to lease the property from Lessor for the purpose of farming; and

WHEREAS, the parties desire to reduce their agreement to writing under the terms and conditions set forth herein.

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

AGREEMENT

1. **Leased Property.** This Lease covers a portion of the following property in the State of Minnesota, County of Traverse:

Approximately sixty (60) acres of the Southwest Quarter of Section 15, Township 128 North, Range 45 West, Traverse County, Minnesota, LESS that portion described as follows:

Beginning at the southwest corner of said Section 15; thence North 88 degrees 34 minutes 07 seconds East, assumed bearing along the south line of said Section 15, a distance of 2614.31 feet to the south quarter corner of said Section 15; thence North 01 degrees 05 minutes 27 seconds West, along the east line of aforesaid Southwest Quarter, a distance of 715.74 feet; thence North 89 degrees 41 minutes 53 seconds West, 2625.05 feet to the west line of said Section 15; thence South 01 degrees 48 minutes 42 seconds East, along said west line, 795.15 feet to the point of beginning. Said excepted tract contains 45.42 acres more or less.

Subject to the existing public roadway easement over the westerly portion thereof (750th Avenue).

The sixty (60) acres of farmland subject to this Lease is illustrated further in the CRP map attached hereto as **Exhibit A** consisting of those acres not encumbered under an existing Conservation Reserve Program (CRP) contract (the "Leased Property").

2. **Property Condition.** The parcel described above is approximately one hundred fifteen (115) acres consisting of sixty (60) acres of farmland and fifty-five (55) acres enrolled in an existing Conservation Reserve Program (CRP) contract. The Leased Property is exclusive of the CRP-encumbered acres. The Leased Property consists of grass and small, volunteer trees. Lessee is aware of the property's condition and understands that Lessee is responsible for converting the Leased Property into a farmable, cropping condition on or before the third year of this Lease.
3. **Taxes and Special Assessments.** Lessor agrees to pay all property taxes and assessments regarding the Leased Property which are payable during the term of this Lease.
4. **Lessee's Obligations – Use of Premises.** Lessee agrees to the following:
 - a) The Leased Property will be worked into a farmable, cropping condition, without harming, damaging, or interfering with the fifty-five (55) acres enrolled in CRP, on or before the third year of this Lease. Lessee is responsible for the costs and work associated with converting the Leased Property, in its current as-is condition, into a farmable condition with crops harvested by the third year of this Lease.
 - b) The Leased Property will be used for the purpose of planting, growing, fertilizing, spraying, and harvesting crops; tilling, disking, or working the land; and for other agricultural purposes. The Leased Property shall not be used for any other purpose without prior written consent of Lessor.
 - c) Not to assign Lessee's rights and duties under this Lease without the written consent of Lessor. All hunting rights are retained by Lessor.
 - d) To control noxious weeds on the Leased Property in a reasonable manner such that the weeds do not go to seed and mow all road ditches and approaches. If the roadside ditches, roads, or approaches are damaged, Lessee must repair them to the condition that existed before said damage, at Lessee's sole cost.
 - e) To maintain drainage ditches, where applicable, such that the grade and cross section remain the same as they were when this Lease commenced. Lessee will not cause any area that is not currently designated as a "wetland" area to become a "wetland" area because of lack of ditch maintenance thereby causing water to stand or wetland type vegetation to grow. If the Leased Property contains areas designated as "wetland" or "converted wetland," Lessee will not alter these areas in any manner that will cause Lessor to be in violation of USDA/FSA Swampbuster rules and regulations.
 - f) To maintain section lines for access to the Leased Property where applicable.
 - g) To mow and maintain all buffer strips installed pursuant to Lessor's Buffer Rule. If the buffers are damaged by Lessee, Lessee must repair them to the condition that existed before the damage, at Lessee's sole cost.
 - h) To post the Leased Property with "No Hunting or Trespassing without Permission" signs.
 - i) With the exception of converting the Leased Property to farmable land and normal farming activities, Lessee will not alter, make any addition to, or improve the Leased Property, or any existing improvements or fixtures located on the Leased Property, without Lessor's express written consent.

- j) To authorize the Farm Service Agency and crop insurance agencies to release any and all information related to the farmland owned by said Lessor to Lessor. This includes any production records, acreage reporting records (578 producer prints and associated maps), direct payment history prints, conservation contracts, farm data contained on 156-EZ, GIS land use data, applicable CLU data, and commodity/bushels under loan and payment records. This authorization is in effect for the term of this Lease.
- k) Lessor specifically reserves the right of reasonable ingress and egress on the Leased Property, and to enter upon the Leased Property at reasonable times to inspect the Leased Property or for other reasonable uses that do not interfere with Lessee's use of the Leased Property. Lessor will not otherwise interfere with Lessee's quiet enjoyment of the Leased Property. Lessor may enter upon the Leased Property at any time to conduct engineering, environmental, or other inspections, or to otherwise review or inspect the Leased Property.
- l) To maintain the Leased Property at Lessee's expense, including all input costs and expenses of the farmland, including, without limitation, all labor, fertilizer, seed, chemical, and equipment costs, reasonable grass and weed control, including in all ditches and otherwise adjacent to all roads adjoining the Leased Property.
- m) At Lessee's own expense, promptly comply with all present and future laws, ordinances, rules, and regulations of all federal, state, county, and municipal governments, and any other applicable governmental entity, and their appropriate departments, commissions, boards, and officers, which may be applicable to the Leased Property, the fixtures and equipment on the Leased Property, and Lessee's use of the Leased Property. Lessee's obligations under this section apply to Lessee's application and storage of fertilizers, herbicides, fungicides, and pesticides, and disposal of empty containers. Lessee will not cause any spillage or discharge of any of the above-described materials (in excess of normal applications) or any other hazardous substance, and in no event will Lessee cause any spillage, leakage, or discharge of any hazardous substance into ground water, surface water, and subsurface soils. Lessee will not cause or permit any contamination of any hazardous substance on, in, or under the Leased Property, including, but not limited to, spillage of petroleum products or vehicle fuels, gasoline, kerosene, and other products used for the purpose of generating power, lubrication, illumination, heating, or cleaning, and Lessee will specifically prevent any spilling, leaking, discharging, or dispensing of any of these products in ground water, surface water, or subsurface soils. Lessee agrees to notify Lessor immediately of any conditions on the Leased Property that may not be in compliance with applicable laws, ordinances, rules, or regulations. Lessee agrees to indemnify, defend, and hold Lessor harmless against any loss or damage arising by reason of Lessee's failure to comply with all applicable laws, ordinances, rules, and regulations, including the environmental compliance provisions of this Lease.
5. **Term.** This Lease commences on the Effective Date and expires December 31, 2027. Except as set forth in this Lease, or otherwise agreed to in writing, this Lease is not subject to continuation or renewal after the term set forth herein.
6. **Rent Due.** The first year's rental payment is due on or before May 1, 2025. Subsequent rental payments are due on or before March 1, annually. The annual payment or other amounts payable by Lessee to Lessor under this Lease that are not paid five (5) days after the due date will bear interest from the date due to the date paid at the rate of twelve percent (12%) per annum, or the maximum rate of interest permitted by law, whichever is less, and the interest will be paid to Lessor on demand.

7. **Operations on Premises.** All operations conducted on the Leased Property by Lessee as incidents of any of the uses specified in this Lease will be conducted by Lessee in accordance with the best course of husbandry practiced in the geographical vicinity of the Leased Property. Should Lessee fail to take any action required by the best course of husbandry practiced in the geographical vicinity of the Leased Property, or should Lessee fail to conduct any operation undertaken on the Leased Property in accordance with the best course of husbandry practiced in the geographical vicinity of the Leased Property, Lessor may, after serving ten (10) days written notice of such failure on Lessee in the manner provided for service of notices in this Lease, enter the Leased Property and take such action as Lessor may deem necessary to protect Lessor's interest in this Lease and in the Leased Property. Lessee will reimburse Lessor on demand for the costs of any actions taken by Lessor pursuant to the provisions of this paragraph.
8. **Conservation Plan.** If the Leased Property is classified by USDA/FSA as "highly erodible" and a conservation plan is required, Lessee will operate the Leased Property in such a manner as set forth in the conservation plan.
9. **Interference with CRP Contract.** Lessee explicitly agrees not to harm, damage, or interfere with the fifty-five (55) acres enrolled in CRP or jeopardize Lessor's CRP contract in any way. In the event Lessee harms, damages, or interferes with the fifty-five (55) acres enrolled in CRP, Lessee will be solely responsible for remedying the harm, damage, or interference at Lessee's sole cost.
10. **Default.** Any default by Lessee in the performance of any covenant or obligation required of Lessee under this Lease, including the timely payment of rent and all other amounts due under this Lease, will qualify as a default. If a default occurs, Lessor may give Lessee written notice of termination of this Lease. Upon Lessor's notice of termination, Lessee will surrender the Leased Premises to Lessor in accordance with all of Lessee's obligations under this Lease. Upon written notice of termination Lessor may reenter the Leased Property, and by due process of law, remove Lessee or any person or persons occupying the Leased Property, and may remove all personal property from the Leased Property without prejudice to any remedy which might otherwise be used for the collection of arrears of rent, or for the preceding breach of covenant or conditions. Under no circumstance will termination of said lease relieve any financial obligation of Lessee unless agreed upon by Lessor. In the event Lessor is forced to commence litigation or otherwise consult an attorney as a result of a default by Lessee under the terms of this Lease, Lessor will be entitled to recover from Lessee its reasonable attorneys' fees, costs, and expenses incurred in the litigation or consultation.
11. **Surrender of the Leased Property.** At the expiration of the term of this Lease, or upon sooner termination, Lessee will surrender the Leased Property. In the event of early termination, Lessor will allow Lessee to harvest crops from the Leased Property but Lessee must do so as soon as reasonably possible. Lessee agrees to work back the Leased Property in a suitable manner as determined by Lessor, including but not limited to, chisel plowing or deep disking. Lessee will work back the Leased Property as soon as reasonably possible after the crop has been harvested; however, the work back period will not exceed thirty (30) days after harvest. If Lessee fails to work back the Leased Property, Lessor will, at its sole discretion, hire the work done. Lessee, at its sole cost and expense, will compensate Lessor for the work done at the most recent CUSTOM FARM WORK RATES established by the North Dakota State University Extension Service. Failure to compensate Lessor for the total work

back rate, within thirty (30) days of receipt of the invoice, may result in Lessor seeking damages. Lessor may exercise discretion in enforcing this section.

12. **Holding Over.** Any holding over after the expiration of the lease term or any extension of the lease term, with the consent of Lessor, will be a tenancy from year to year, on the terms and conditions specified in this Lease, so far as applicable. Lessor is not obligated to consent to the holdover even if there are standing crops on the Leased Property. In the event Lessor, in its sole discretion, does not consent to the holdover and Lessee has not harvested Lessee's crops, Lessor will assume ownership of the standing crops without the need of a bill of sale or any other document transferring ownership of the crops to Lessor after giving Lessee thirty (30) days' written notice to harvest and remove the standing crops. Lessee will not have any recourse or rights to the standing crops thirty (30) days after the expiration of the lease term or any extension thereof.
13. **Remedies.** If Lessee fails to perform any obligations under this Lease within a reasonable time following request or demand from Lessor, Lessor may perform Lessee's obligations and Lessee will reimburse Lessor for all of Lessor's costs and expenses. Lessor's remedies provided in this Lease are cumulative and not exclusive, and are in addition to any and all other remedies available to Lessor under Minnesota law. Lessee will reimburse Lessor for all of Lessor's other costs and expenses incurred in enforcing, collecting, or attempting to collect under this Lease, or incurred in litigating the terms or validity of this Lease.
14. **Entire Agreement.** This Lease constitutes the complete and entire understanding of the parties concerning the Leased Property. Neither party shall be bound by or be liable for any statements, warranties, guarantees, or representations not set forth in this Lease which may have been made by any broker, agent, employee, or other person representing or purporting to represent a party to this Lease.
15. **Indemnity.** Lessee will release, indemnify, defend, and hold harmless Lessor and Lessor's officers, employees, agents, contractors, and representatives against all liability, claims, demands, actions, causes of action, expenses, losses, or claims for relief as a result of or arising out of: (a) Lessee's use of the Leased Property; (b) any failure by Lessee to perform any covenant required to be performed by Lessee under this Lease; (c) any accident, injury, or damage to person or property from whatever cause while in or on the Leased Property, including any liability for injury to the person or personal property of Lessee, or Lessee's agents, employees, or invitees; (d) failure to comply with any requirements of any governmental authority; and (e) any lien or security interest claimed or filed against the Leased Property, any equipment on the Leased Property, or any materials used in the production, construction, or alteration of any improvement or crops on the Leased Property. Lessee's obligations to release, indemnify, defend, and hold harmless will survive any termination or expiration of this Lease.
16. **Insurance.** During the term of this Lease and any renewal or extension, Lessee, at Lessee's own expense, will insure the Leased Property by insurance companies authorized to do business in Minnesota, with a policy or policies which will include coverage for bodily injury, property damage, and personal injury, with a combined policy limit of at least \$1,000,000 per occurrence and \$250,000 per person. Each policy will name Lessee as the insured and will name Lessor as an additional insured. At least ten (10) days prior to entering upon the Leased Property in accordance with this Lease, Lessee will deliver to Lessor certificates of insurance

certifying that Lessee has obtained the requisite insurance, including endorsements, and that those policies are in full force and effect. Lessee will indemnify, defend, and hold harmless Lessor in excess of the minimum insurance requirements set forth above. Lessee waives all rights against Lessor, and its officers, employees, agents, contractors, and representatives for recovery of damages to the extent the damages are covered, or would be covered, by any of those parties' insurance policies. Lessor's receipt of any certificates, policies, or endorsements required under this Lease will not in any way affect Lessee's duties and obligations to maintain the insurance required under this Lease.

17. **Headings.** The headings of this Lease are inserted only for the purpose of convenient reference. The headings shall not be used to construe or interpret this Lease or to prescribe the scope or intent of this Lease.
18. **Non-Waiver of Breach.** The waiver by any party of a breach of any provision in this Lease shall not operate or be construed as a waiver of any subsequent breach.
19. **Severability.** The invalidity or unenforceability of any particular provision of this Lease shall not affect its other provisions. This Lease shall be construed in all respects as if such invalid or unenforceable provision were omitted.
20. **Modification.** No change or modification of this Lease is valid unless the same is in writing and signed by the parties to this Lease.
21. **Notices.** Any and all notices or other communication provided for in this Lease will be by personal delivery, electronic mail, or by first-class mail which, unless otherwise designated by a party, shall be addressed as described on first page.
22. **Relationship of the Parties.** It is understood and agreed that the relationship of the parties to this Lease is strictly that of Lessor and Lessee. Lessee is not and shall not be deemed to be an agent, representative, or employee of Lessor.
23. **Binding Effect.** This Lease is binding upon the parties, their heirs, devisees, and legal representatives, except if the land is sold. If Lessor sells any or all of the Leased Property, this Lease expires in the year of the sale. Lessee will be reimbursed for any fall inputs agreed upon by both Lessor and Lessee. Ample time of sale will be given to Lessee to alleviate and additional costs borne by both Lessor and Lessee. The rights and obligations of either party to this Lease may be exercised or satisfied by the party's legal representative.
24. **Governing Law.** This Lease 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 Lease, or the breach of this Lease, will be decided by proceedings instituted and litigated in a court of competent jurisdiction in Traverse County.
25. **Effective Date.** This Agreement becomes effective upon the date of the last signature appearing below.
26. **Counterparts.** This Lease may be signed in counterparts, each of which will be deemed an original, and which taken together will be deemed to be one and the same document.

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



FEBRUARY 28, 2025 POTENTIAL MINNESOTA RED RIVER BASIN CULVERT INVENTORY

Background: In the Fall of 2024 the Red River Watershed Management Board (RRWMB) and its Budget and Finance Committee held discussions related to a proposal by a member watershed district to fund a local culvert inventory. As a result of these discussions, the RRWMB submitted a Notice of Interest (NOI) form to Minnesota Homeland Security and Emergency Management (HSEM) and the Federal Emergency Management Agency (FEMA) in October 2024 to conduct a culvert inventory for the Red River Basin (RRB) of Minnesota.

Possible Cost: The RRWMB indicated that the RRB culvert inventory could cost up to \$3 million, and this amount was included in the NOI.

Current Status: On February 26, 2025, Minnesota HSEM invited the RRWMB to apply for funding through a FY24 BRIC Grant for the RRB Culvert Inventory. The RRWMB Managers will discuss potentially applying for the Grant at the March 18, 2025 regular meeting.

Application Deadline: The application must be submitted to HSEM on March 28, 2025. Once HSEM reviews the application, it will be submitted to FEMA for further review. It will be several months before we know the status of the application and if it will be accepted by HSEM/FEMA.

Required Local Match: HSEM has indicated that the required match will be 25 percent.

Inventory Purpose: The Culvert Inventory will update culvert-related information collected previously by watershed districts. The Culvert Inventory will be useful for culvert sizing and design and permitting and provide insights about areas within the RRB where culvert sizing could reduce downstream flooding.

Implementing Culvert Sizing Technical Guidance: Watershed Districts will be able to strategically implement the Flood Damage Reduction Works Group's (FDRWG) Technical and Scientific Advisory Committee (TSAC) Paper 15 related to Culvert Sizing for Flood Damage Reduction. In addition, the FDRWG's TSAC Paper 11 specifically lists culvert sizing as a method to increase temporary flood storage. Without the updated Culvert Inventory, local government will have limited information to base policy and technical decisions on.

Relation to RRB Rural Flood Mapping Effort: The Culvert Inventory will greatly enhance efforts to develop a more accurate hydro-conditioned digital elevation model for the RRB. The information can also be used to update the Watershed Hydrology Report Tool and to further the development and completion of LiDAR-derived products at the Online Map Portal of the International Water Institute (www.iwinst.org).

Relation to State of Minnesota Goals: This effort is related to the MN State Hazard Mitigation Plan 2024 through the following Goals:

- **Goal 1:** Identify hazard mitigation opportunities and assist the State of Minnesota and communities in the development of cost-effective and technically feasible mitigation projects.
- **Goal 2:** Identify risks resulting from inadequate infrastructure and begin the identification of funding sources utilizing a whole-of-government approach across all federal and state agencies for local hazard mitigation initiatives.

Data Management and the Process:

1. **How will Information be Accessed?** Data will probably be similar to the LiDAR project where participants received the data on portable hard drives. The IWI Online Map Portal could be a possible location to host, maintain, and update the data (funding required).
2. **Will Data be Compiled Into a Database With a GIS Interface?** Yes, that is the plan at this time. Data will be available as GIS shapefiles.
3. **Could the Culvert Inventory be Updated as Culvert Size is Modified?** Yes. A process will need to be developed where watershed districts and counties can provide updated data quarterly or two times per year or some other timeframe to be loaded into the system.
4. **Would There be a Limit to What Culverts (Cover Major, Centerline Culverts, or all Culverts) are Inventoried?** To be determined. More discussion will be held about the inventory process, data collection methods, data collected, types of culverts inventoried, and related items.
5. **How Will Costs be Determined?** Costs will be based on a per/square mile dollar amount.

Request for Proposals (RFP): If awarded the grant, it is unknown at this time if the RRWMB needs to develop and distribute an RFP to solicit bids to conduct the Culvert Inventory, develop GIS products, and store/maintain the data.

Unknown Factors: More information will be forthcoming but presently, there are several unknown factors including but not limited to the following:

- If the grant application will be successful based on the current situation at the federal level.
- Amount that will be awarded, which will affect the amount of the local match.
- Final cost/mile².
- RFP requirements.
- Other unidentified factors.

Contact Information:

Robert L. Sip
RRWMB Executive Director
Rob.sip@rrwmb.us
218-474-1084 (Cell)



Bois de Sioux
Watershed District

704 Highway 75 South | Wheaton, MN 56296

Phone | 320.563.4185

Fax | 320.563.4987

www.bdswd.com

bdswd@runestone.net

REQUEST FOR BIDS

For the Mowing and Haying of the North Ottawa
Impoundment Project & Collection Ditch

For 2025 with an Option to Renew for Years 2026 and 2027

RESPONSES MUST BE RECEIVED BEFORE:

3:00 PM – April 16, 2025

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.

REQUEST FOR SEALED BIDS

Sealed bids for the mowing and haying of the North Ottawa Impoundment Project (“North Ottawa”) 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, April 16, 2025. 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. Bid forms are available from the District office and at: www.bdswd.com.

The bids will only be for the mowing and haying of portions of North Ottawa, including approximately ten (10) miles of collection ditch, for a total of approximately sixty-six (66) acres. Bidders will provide a lump-sum bid, payable to the District on or before June 15, 2025, for the exclusive right to hay this area. All property leased from the District will remain property of the District. The successful bidder will be responsible for all input costs and expenses of the mowing and haying, including, without limitation, all labor, twine, bale wrap, fuel, and equipment costs. The successful bidder will have the option to renew the license agreement for years 2026 and 2027 (the corresponding lump-sum bids would be due on or before June 15, 2026 and June 15, 2027). The renewal option may be subject to cancellation by the bidder or the District.

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.

Bois de Sioux Watershed District

Linda Vavra, President
March 20, 2025

INSTRUCTIONS TO BIDDERS

I. GENERAL INFORMATION.

- A. **Bid Name.** Bid for Mowing and Haying North Ottawa
- 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 3:00 PM, April 16, 2025, and will be publicly opened and read aloud immediately after the bid closing in the District's office. Bids will then be presented to the District Board at its regular meeting on April 17, 2025, for discussion and action. All bidders will be notified of the winning bid by mail, email, or telephone.
- C. **Bid Information.**
- (1) Bids are only being solicited for the mowing and haying of portions of North Ottawa, including ten (10) miles of collection ditch. All title to the land will remain with the District.
 - (2) Bids are made based on a lump-sum bid and based on the total haying ground acreage (approximately 66 acres), unrelated and independent of the quantity or quality of bales produced.
 - (3) A map of the haying ground is attached to the bid packet.
 - (4) The successful bidder will be required to furnish, without limitation, all labor, twine, bale wrap, fuel, and equipment necessary to mow and hay the haying ground.
 - (5) The successful bidder will have the exclusive right to mow and hay the identified portions of North Ottawa until October 15, 2025, and subsequently October 15, 2026 and 2027, if additional terms are selected. After October 15, annually, these rights are terminated, and the District may order mowing and removal of any bales for maintenance purposes.
 - (6) The successful bidder will be required to enter into a license agreement with the District. The license agreement will automatically renew for two (2) consecutive one (1) year terms ("Subsequent Terms") unless written notice is given by either party of its intent not to renew prior to March 31, annually.
 - (7) Mowing and haying activities must be done in a safe and clean manner, and in accordance with federal, state, and local laws, rules, and regulations.
 - (8) The haying fee must be paid in cash, money order, certified check, or other immediately available funds on or before June 15, annually.

- (9) The District reserves the right to reject any or all bids. In the event of a tie bid, only the tie bidders will be asked to provide an additional sealed bid to break the tie.

II. BID FORMS. Bids must be submitted on the attached Bid Form. 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 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 3:00 PM, April 16, 2025, in a sealed envelope with the following information clearly marked on the outside of the envelope:

***Bid for Mowing and Haying North Ottawa
Bid Opening: 3:00 PM, April 16, 2025***

V. METHOD OF AWARDING BID. On April 17, 2025, the bids will be presented to the District Board at its regular meeting starting at 8:00 am. 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. The District Board shall award a license to the highest responsible bidder. The winning bidder will be required to enter into a license agreement with the District for the 2025 haying season, and Subsequent Terms, if selected. The license agreement is attached hereto. Failure of the winning bidder to enter into the license agreement with the District within thirty (30) days of selection will result in the District offering the license to the next highest bidder(s).

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 license. Upon request by the District, or its authorized representative, the bidder shall furnish all qualification information 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 fails to satisfy the District that the 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.

VII. INSPECTION OF HAYING GROUND. Bidders are urged to fully investigate the haying ground in order to inform themselves of the conditions of the haying ground. Failure of the bidder to investigate the haying ground will not be a valid reason to rescind a bid once opened. It is hereby understood that all bids are 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 corporation submitting a bid must furnish evidence that the officer(s) or employee(s) who executed the bid has been given the power to act on behalf of the corporation.

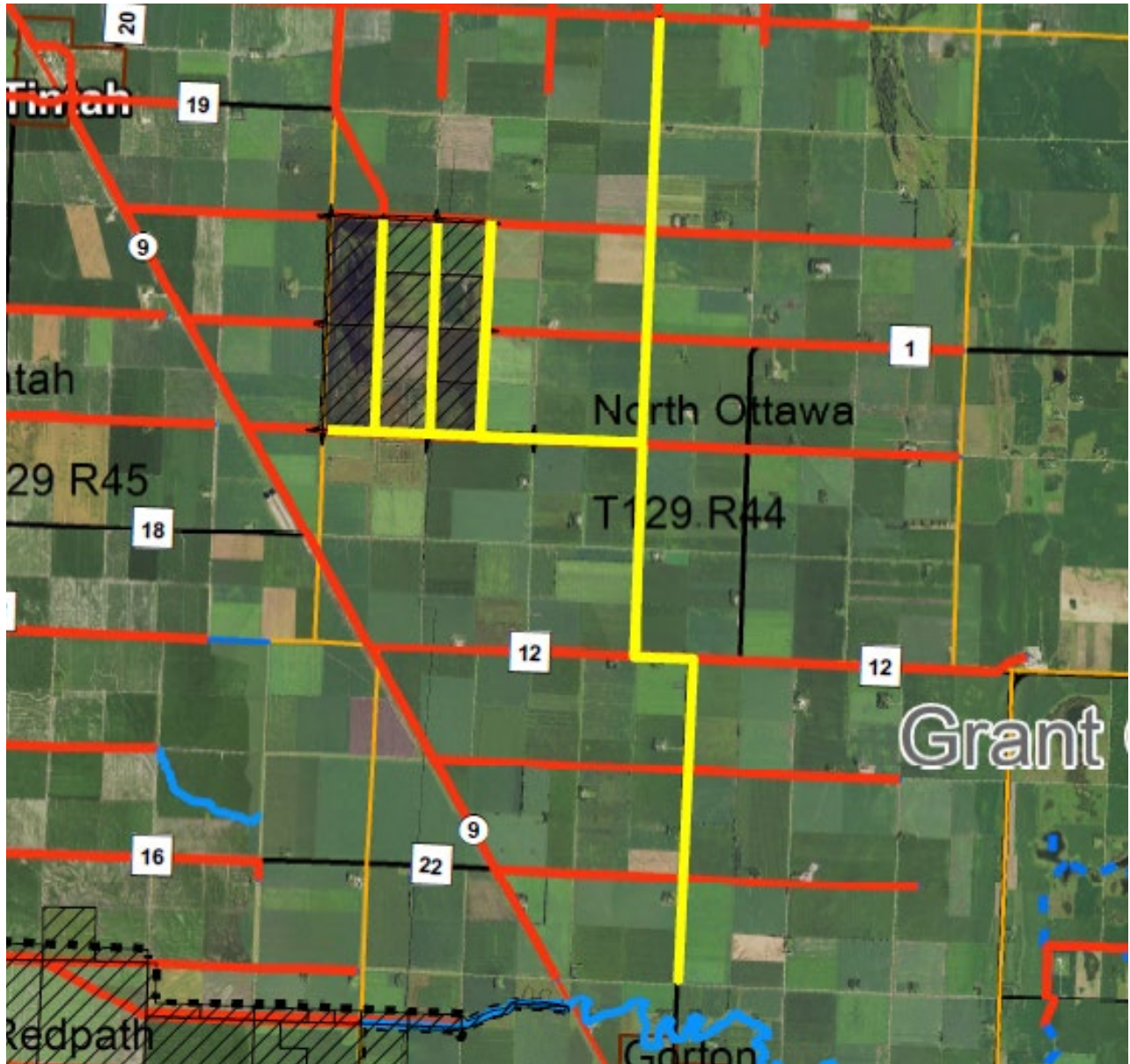
IX. ELIGIBILITY OF BIDDERS. Bidders must be at least eighteen (18) years of age.


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.

Map of North Ottawa Haying Ground



 Area in yellow is approximately 18.25 miles, and using a rough estimate of 30 feet wide, is around 66 acres of grass.



704 Highway 75 South | Wheaton, MN 56296

Phone | 320.563.4185
Fax | 320.563.4987

bdswd.com
bdswd@frontiernet.net

BID FORM

Please return this Bid Form only.

NORTH OTTAWA IMPOUNDMENT PROJECT GRANT COUNTY

MARCH 20, 2025

*Winning bid is based on one haying season only – approximately 66 acres.

BIDDER'S PRINTED NAME:		TELEPHONE:
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
EMAIL ADDRESS:		
BIDDER'S SIGNATURE:		DATE:
PROPERTY: NORTH OTTAWA IMPOUNDMENT AND COLLECTION DITCH – ATTACHED MAP		
BID (for 2025 only, lump-sum, payable to the District on or before June 15, 2025): \$		

**NORTH OTTAWA IMPOUNDMENT PROJECT
2025 HAYING LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (this “Agreement”) is made and entered into this _____ day of _____, 2025, (the “Effective Date”), by and between the Bois de Sioux Watershed District (the “District”), whose address is 704 Highway 75 South, Wheaton, Minnesota 56296, and _____, an individual (“Licensee”), whose address is _____.

RECITALS

WHEREAS, the District owns, operates, and maintains the North Ottawa Impoundment Project, a flood control project commonly known as North Ottawa; and

WHEREAS, the District submitted a request for sealed bids for the haying of certain portions of North Ottawa, including approximately ten (10) miles of collection ditch, for a total of approximately sixty-six (66) acres; and

WHEREAS, Licensee was awarded the bid for purposes of haying, mowing, or otherwise maintaining grass, weeds, or other vegetation along and adjacent to portions of North Ottawa and the collection ditch; and

WHEREAS, the District is willing to permit Licensee to enter upon portions of North Ottawa, as further described below, subject to the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the parties’ 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

1. **Purpose.** The purpose of this Agreement is to allow Licensee to harvest vegetation along and adjacent to portions of North Ottawa, including but not limited to, approximately ten (10) miles of the collection ditch/channel, owned, operated, and maintained by the District.¹ In order to achieve this purpose, the District must grant Licensee, and its agents, employees, and representatives, access in, on, over, across, and through the District’s property to harvest vegetation from North Ottawa. Under this Agreement, harvest includes mowing, cutting, raking, baling, and transporting bales produced at North Ottawa.
2. **License.** The District grants to Licensee a temporary license to enter upon North Ottawa, including real property either owned or managed by the District (the “Licensed Premises”), as further illustrated in the map attached as **Exhibit A**, subject to all of the terms and conditions contained in this Agreement. The rights granted to Licensee by the District under this Agreement constitute a license, revocable at will by the District for cause, for protection of the District’s facilities, or for any other reason, and the license does not create for or on behalf of Licensee any interest or estate of any kind in the Licensed Premises, either by virtue of this Agreement or by Licensee’s entry upon or use of the Licensed

¹ When used herein, “North Ottawa” includes reference to the collection ditch.

Premises. The license granted by the District is limited solely to Licensee; this Agreement does not permit Licensee to extend Licensee's license rights under this Agreement to any third party without prior written consent of the District, excluding any agents, employees, or representatives assisting Licensee with haying.

3. **Term.** This Agreement commences on the Effective Date and expires March 31, 2026; however, this Agreement will automatically renew for two (2) consecutive one (1) year terms ("Subsequent Terms") unless written notice is given by either party of its intent not to renew prior to March 31, annually.² The District may, at any time and for any reason, immediately terminate this Agreement and Licensee's license rights under this Agreement by providing written notice of termination. After October 15, annually, the District is permitted to enter the Licensed Premises to mow and/or remove any remaining hay bales. Any termination or expiration of this Agreement will be without prejudice to any obligations or liabilities of Licensee already accrued prior to termination or expiration. In addition, Licensee's indemnity obligations in this Agreement will survive any termination or expiration of this Agreement for a period of three (3) years.
4. **Use.** During the term of this Agreement, Licensee, and its agents, employees, and representatives, may enter upon the Licensed Premises solely for the purpose of mowing or haying the Licensed Premises. Licensee's mowing and haying rights under this Agreement are subject to the following terms:
 - a. Licensee may only mow or hay those portions of the Licensed Premises indicated or designated by a representative of the District, including its engineer.
 - b. Licensee acknowledges Licensee will not be entitled to any compensation or any reimbursement from the District for costs or expenses incurred as a result of Licensee's mowing or haying activities under this Agreement.
 - c. Licensee will not mow or hay any portion of the Licensed Premises until August 1, annually.
 - d. If Licensee hays, Licensee will mow any portions of the Licensed Premises not hayed by Licensee.
 - e. Licensee will not store hay bales on the inside channel slopes of the North Ottawa collection ditch for more than five (5) days.
 - f. Licensee will not store hay bales on the top of the North Ottawa collection ditch for more than five (5) days.
 - g. Licensee will complete the work and remove the bales on or before October 15, annually. If the bales are not removed from the Licensed Premises by this date, Licensee understands and acknowledges that the District may either remove the bales from the Licensed Premises and charge Licensee for the actual costs of removal or sell the bales at the District's sole discretion.

² Original term: Effective Date to March 31, 2026.

Subsequent terms: April 1, 2026 to March 31, 2027 and April 1, 2027 to October 15, 2027.

- h. Licensee will conduct a “touch-up” mowing before October 15, annually.
 - i. Licensee will not use any portion of the Licensed Premises in any manner that disrupts, damages, or interferes with North Ottawa or the District’s use of the Licensed Premises.
 - j. Licensee will not store any property or equipment on the inside slopes of the North Ottawa collection ditch or impoundment structures at any time.
 - k. Licensee will attempt to conduct all mowing or haying during daylight hours.
 - l. Any tractors utilized by Licensee must include operational flashing lights.
 - m. Licensee may only access the Licensed Premises from adjacent public roads.
 - n. Licensee’s entry upon the Licensed Premises, and Licensee’s mowing and haying, will not disrupt, damage, or interfere with North Ottawa or the District’s use of the Licensed Premises, and the District’s use will take priority over Licensee’s entry or rights under this Agreement.
 - o. Licensee must pay the District the haying fee on or before June 15, annually.
5. **Haying Fee Due.** The total haying fee due of _____ Dollars (\$ _____) is payable on or before June 15, annually. The haying fee must be paid in cash, money order, certified check, or other immediately available funds. Interest will accrue at the rate of one-half percent (1/2%) per month, or that permitted by law, on all past due amounts starting ten (10) days after payment is due. Failure to pay may also result in the District terminating this Agreement.
6. **Assumption of Risk.** Licensee explicitly accepts any and all risk regarding Licensee’s entry upon the Licensed Premises or any of the District’s other property or facilities under this Agreement. The District will not be liable or responsible for any damages or injuries to Licensee, or any of Licensee’s agents, employees, or representatives, or any of Licensee’s equipment or property, or to other persons or personal property, as a result of Licensee’s entry upon or use of the Licensed Premises.
7. **Duty to Repair and Other Remedies.** Licensee, at Licensee’s sole cost, will repair any damages to the Licensed Premises and North Ottawa, and will repair or replace any of the District’s other structures, facilities, right of way, or any other property owned by the District, damaged as a result of or arising out of Licensee’s entry upon or use of the Licensed Premises. If Licensee fails to promptly and properly repair any damages to the Licensed Premises or North Ottawa; if Licensee fails to promptly repair or replace any of the District’s other structures, facilities, right of way, or any other property owned by the District damaged by Licensee; or if Licensee fails to perform any of Licensee’s other obligations under this Agreement, the District may repair the damages or perform Licensee’s obligations and recover any and all costs incurred from Licensee. If Licensee refuses to reimburse the District within a reasonable amount of time, the District may assess all costs and expenses against any real property owned by Licensee, including all costs and expenses incurred in enforcing the terms of this Agreement, including reasonable attorneys’ fees. The remedies provided in this Agreement are cumulative and not exclusive,

and are in addition to any and all other remedies available to the District under Minnesota law.

8. **Compliance with Laws.** Licensee, at Licensee's sole cost, is solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations of all federal, state, county, and municipal governments, and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, which may be applicable to Licensee's entry upon or use of the Licensed Premises, including Licensee's haying or mowing activities.
9. **Indemnity.** Licensee will release, defend, indemnify, protect, and hold harmless the District and the District's officers, agents, representatives, or employees, from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, together with all other costs and expenses of any kind or nature suffered by or asserted against the District, as a result of or arising out of Licensee's, or its agents, employees, or representatives, use of or entry upon the Licensed Premises; Licensee's mowing or haying activities; or as a result of Licensee's performance or failure to perform under this Agreement, and including any costs, expenses, and attorneys' fees incurred in establishing the indemnification provided in this Agreement.
10. **Limitation of Liability.** Any and all liability of the District related to the terms of this Agreement will be limited to the amounts specified by the statutory requirements set forth in Minn. Stat. Chapter 466. These statutory limitations may not be stacked to increase the maximum amount of liability for any party.
11. **Forbearance.** The failure or delay of the District to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.
12. **Assignment.** Licensee will not transfer or assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the District.
13. **Governing Law.** This Agreement will be construed and enforced in accordance with Minnesota law. The parties agree any litigation arising out of this Agreement will be venued in Minnesota State District Court in Grant County, Minnesota, and the parties waive any objection to venue or personal jurisdiction.
14. **Survival of Agreement.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties will reconvene negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.

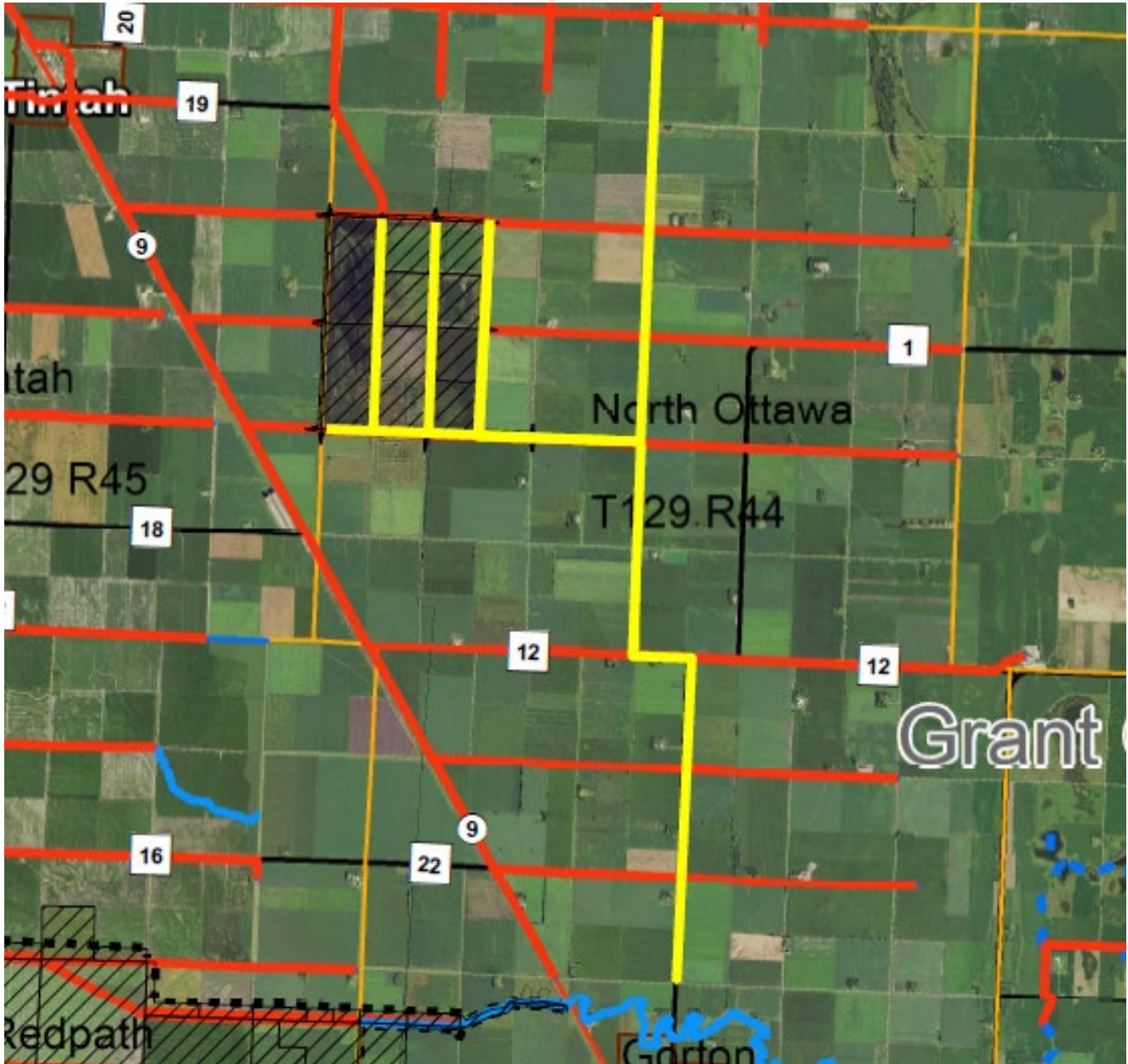
15. **Entire Agreement.** This Agreement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Agreement, and this Agreement supersedes any previous oral or written agreements between the parties.
16. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
17. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.
18. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.
19. **Counterparts.** This Agreement may be executed 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.
20. **Effective Date.** This Agreement is effective upon the date of the last signature appearing below.

IN WITNESS WHEREOF, the parties executed this Agreement on the date written above.

[Signatures contained on the following pages.]

EXHIBIT A

**NORTH OTTAWA IMPOUNDMENT PROJECT
HAYING MAP**



Area in yellow is approximately 18.25 miles, and using a rough estimate of 30 feet wide, is around 66 acres of grass.

BOIS DE SIOUX WATERSHED DISTRICT COST SHARE POLICY PUBLIC ROAD RAISE PROGRAM

Purpose

To encourage and support the raising of roadways as a means of reducing flood damages and improving public safety in the Bois de Sioux Watershed District.

Road washouts occur during frequent flood events throughout most of the watershed. The associated damages to roadways result in considerable public expense and traffic hazard. Flood flows downstream are also increased when upstream roads wash out. The district has a general policy of encouraging uniform design of roadway stream crossings as a method of moderating flood flows and reducing flood damages. Proper design requires an appropriate waterway opening based on the upstream drainage area and a road elevation high enough to prevent overtopping except during extreme flood events or in situations where there is significant risk of flood damages upstream.

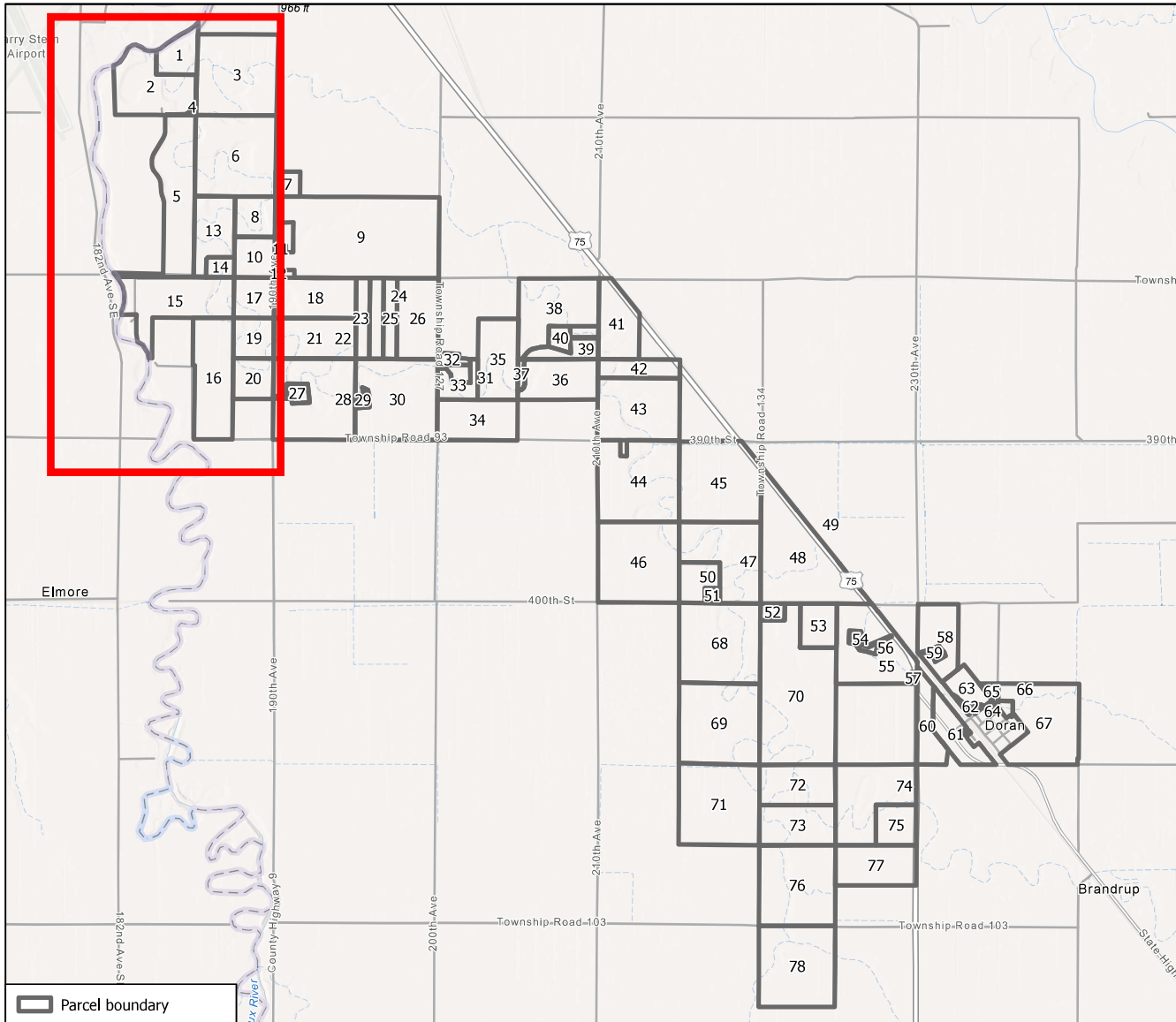
Cost Share Program

In some cases, raising the roadway involves considerable expense which may be a burden on the road authority. In these cases, the district may participate in the cost of raising the road provided that the design meets the district's flood damage reduction objectives. Subject to individual recommendation by the Bois de Sioux Watershed District Engineer, the district may share in the additional cost to raise the road. Included in the engineer's review will be a determination that the waterway opening is appropriately sized and that the proposed roadway elevation is high enough to meet the district's flood damage reduction goals.

Requirements

The project must be implemented by the road authority.

Approved 2014



Downstream Order	Parcel ID
1	06-016-0300
2	06-016-0100
3	06-016-0400
4	06-016-0200
5	06-021-0200
6	06-021-0100
7	06-022-0410
8	06-021-0400
9	06-022-0500
10	06-021-0500
11	06-022-1100
12	06-022-1000
13	06-021-0600
14	06-021-0700
15	06-028-0100
16	06-028-0300
17	06-028-0500
18	06-027-0300
19	06-028-0700
20	06-028-0800
21	06-027-0400
22	06-027-0410
23	06-027-0200
24	06-027-0210
25	06-027-0220
26	06-027-0100
27	06-027-0500
28	06-027-0510
29	06-027-0700
30	06-027-0600
31	06-026-0400
32	06-026-0500
33	06-026-0310
34	06-026-0600
35	06-026-0300
36	06-026-0700
37	06-026-0710
38	06-026-0110
39	06-026-0105

Downstream Order	Parcel ID
40	06-026-0100
41	06-025-0500
42	06-025-0900
43	06-025-1000
44	06-036-0700
45	06-036-0100
46	06-036-0800
47	06-036-0900
48	20-031-0300
49	20-031-0400
50	06-036-1100
51	06-036-1200
52	05-006-0600
53	05-006-0500
54	05-006-0100
55	05-006-0110
56	05-006-0200
57	05-006-0400
58	05-005-0400
59	05-005-0300
60	05-005-0500
61	25-005-0020
62	25-005-0015
63	25-005-0010
64	25-050-0190
65	05-005-0700
66	05-005-0800
67	05-005-0900
68	05-101-0100
69	05-101-0500
70	05-006-0800
71	05-112-0100
72	05-007-0400
73	05-007-0300
74	05-007-0100
75	05-007-0200
76	05-007-0500
77	05-007-0700
78	05-018-0300

Parcel Details
Sorted by Downstream Order
Bois de Sioux Watershed District, MN



Created By: LH Date Created: 11/07/2024 Date Saved: 03/03/25 Date Plotted: 11/07/24 Date Exported: 03/03/25
 Plotted By: Parcel Date: 2024 Aerial Image: 2023 County: Elevation Data: IMI LIDAR
 Horizontal Datum: NAD 1983 HARN Adj. Min. Width Feet: Vertical Datum: NAVD1988
 Project: 001702027/00102_ArcProBoisSioux_Creek_Land_Owners_Fall_2024Doran_Creek_Land_Owners/Doran_Creek_Land_Owners.aprx



February 13th, 2025

Tera Ostendorf
Environmental Group Leader
Moore Engineering, Inc.
3315 Roosevelt Rd Suite 300
St. Cloud, MN 56301
Meaghan.Dietrich@mooreengineeringinc.com

Re: Proposal for a Phase I Archaeological Survey for the Doran Creek Development, Wilkin County, Minnesota.

Project Description

At the request of Moore Engineering, In Situ Archaeological Consulting, LLC (In Situ) is pleased to submit our Scope of Work (SOW) and cost proposal for the above-referenced project. The proposed survey is for a large development project in Wilkin County, Minnesota, located along Doran Creek. The centerline for the project measures approximately 20.98 miles in length.

The SOW includes the following tasks to be completed to the guidelines of the Minnesota State Historic Preservation Office (SHPO):

- Task 1: Phase I Archaeological Survey within the proposed project boundary;
- Task 2: Report Preparation and completion of Minnesota site forms, dependent on survey results.

Scope of Work

Task 1 – Phase I Archaeological Survey. Following receipt of detailed GIS mapping depicting the extent of the project and survey area, a Phase I archaeological survey for this project will be completed to the guidelines provided by the Minnesota SHPO. The survey will be completed using the following methods:

- *Visual Inspection* – Locations where cultural resources were not expected, such as disturbed areas, areas with a slope greater than 20 degrees, and low/wet areas will be walked over and visually inspected. This method will be used to verify the absence or likelihood of any cultural resources within these areas. This method will also be utilized to document the general terrain and the surrounding area.
- *Pedestrian Survey* – this method is used to survey landforms having slopes less than 20 degrees where surface visibility is 25% or greater (e.g., plowed field). The survey transect intervals will range between 5 to 15 m. All identified artifacts are to be documented with a sub-meter GPS unit and collected.
- *Shovel Testing* – this method is used to sample subsurface contexts in areas with slopes less than 20 degrees and ground surface visibility of less than 25%. A shovel test (ST) is



30-40 cm in circular diameter. The STs are excavated on a grid at 15 m intervals – additional radial STs are conducted at 5 m intervals when any artifacts are discovered. All positive STs are to be documented using a sub-meter GPS unit. Excavated soil is screened through a 0.25-inch mesh. STs are to be excavated no deeper than 1 m or 10 cm into sterile subsoils.

It is expected that a single crew consisting of a crew chief and two field technicians will be used. The crew will be directly supervised in the field by a qualified archaeologist who meets the requirements for the Secretary of the Interior's Guidelines for Professional Qualifications in Archaeology. A sub-meter GPS unit will be used to ensure field personnel maintain accurate survey tracts and do not survey outside the project area.

Task 2 – Report Preparation. The results and recommendations Phase I archaeological survey will be presented in a detailed technical report prepared in accordance with Minnesota SHPO guidelines. The final report will be created in Microsoft Word and single-spaced on standard-sized (8.5 x 11 inch) white paper. Page numbers will appear on all pages. Maps, photographs, and other graphics will be clearly presented. Maps will include the locations of all recorded resources and detailed GIS maps. The final reports will be suitable for submission to the Minnesota SHPO. Minnesota site forms will be completed and submitted to the Minnesota OSA if any sites were encountered and recorded.

Time Schedule

Provided weather and ground conditions are suitable, Task 1 can be completed within 20-30 business days. Task 2 can be completed within 20-30 business days after the completion of Task 1. Overall, In Situ can complete Tasks 1-2 within **40 to 60 business days after the notice to proceed is given.**

Deliverables

In Situ will submit an electronic copy of the Draft Report to Moore Engineering for review and consultation with their client and Minnesota SHPO. Upon receipt of comments, one copy of the Final Draft Report will be produced for Moore Engineering for submission to the Minnesota SHPO for review. In Situ will make any necessary revisions to the report that is requested by Minnesota SHPO following their review. Submission of the Final Report to Moore Engineering will consist of one bound color copy and one electronic copy. **Additional bound copies may be submitted upon request.**



Cost Proposal

For this SOW, In Situ can complete Tasks 1-2 for **\$68,919.00** as detailed in the table below. The cost estimates provided are a not-to-exceed and invoices will be based on time and materials.

	Phase I Survey
Task 1. Phase I Survey*	\$61,175.00
Task 2: Report Preparation, Submittal, Revisions **	\$7,744.00
Total Cost (estimated)	\$68,919.00

* Assuming three mobilization and no lost field days due to inclement weather.


** Assuming the production of 15 archaeological site forms. If more than 15 archaeological site forms are needed, and additional \$250 per archaeological site form will be added to the cost.

These prices are valid until **December 31st, 2025**. Unless agreed to otherwise, terms are payment in full within 60 calendar days of the receipt of In Situ’s invoice, which will be submitted to Kimley-Horn upon completion of the project. A late fee of 1.5% per month on any unpaid balance will be applied. In the event that the client does not honor these terms of payment, the client agrees to pay any additional collection, attorney, court costs, and/or interest charges.

Project Assumptions

- Project supervision will be overseen by an SOI-qualified archaeologist.
- In Situ will make every effort to avoid all crop damage but is not responsible for any damage to crops resulting from the survey.
- No human remains will be identified within the project area.
- Assuming there are no lost field days due to inclement weather and no snow on the ground.
- At this time, the survey does not include an architectural component.
- Assuming active residences are not surveyed.
- Archaeological fieldwork is expected to take no more than twenty field days.
- Revisions to the proposed project that significantly increase the size of the survey would require a modification of this proposal.
- Any delays caused by the client that affect In Situ’s field schedule and/or cause additional trips between the office and project may result in a change order.

For In Situ Archaeological Consulting, LLC.:

Signed:  _____

Name: Abraham Ledezma, M.S., RPA
Position: Principal Investigator, Archaeology

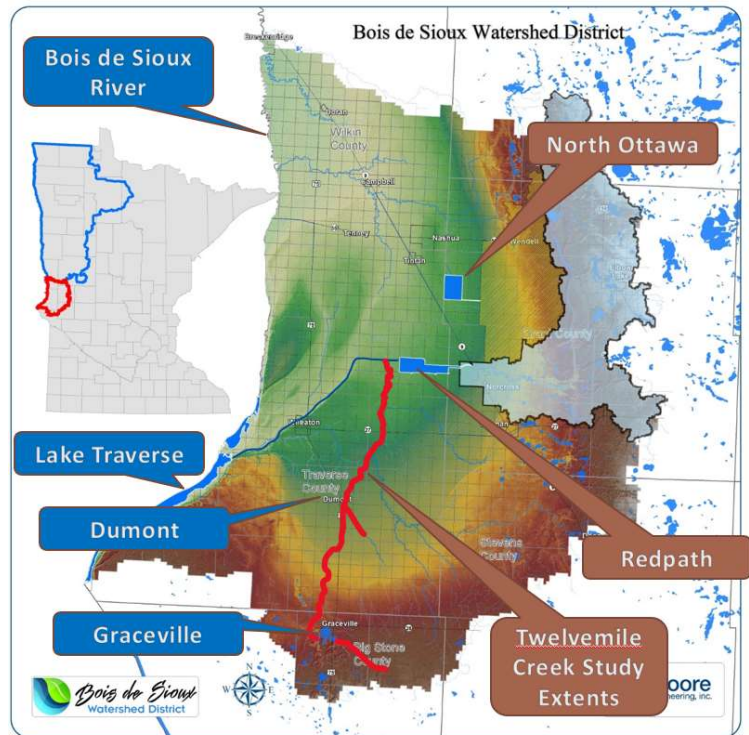
MEMO

To: Twelvemile Project Team

From: Jamie Beyer
Administrator

RE: Upcoming Meeting

The Bois de Sioux Watershed District has completed preliminary modeling to identify flood prone areas within areas of Twelvemile Creek, from upstream of Graceville to downstream of Dumont. As you know, this is a very complicated and large system involving multiple townships, counties, and towns.



Our immediate goal is to gain greater understanding of historical flood damage from large flood events and to identify possible projects that mitigate those damages in the future. In that effort, we are looking for volunteers to serve as members of a new Twelvemile Creek Project Team.

We anticipate the Project Team will meet three times, at the Bois de Sioux Watershed District Office:

Meeting One	Share General Information Identify Problem Spots	Friday, March 21 at 1:30 pm
Meeting Two	Identify & Discuss Project Alternatives	TBD
Meeting Three	Discuss & Review Alternatives Rank Preferred Alternatives	TBD

If Project Team Members are unable to participate, we welcome any appointment your organization makes to representative your interests. If you have a conflict with any of the above dates, please contact me – I can keep you updated on the activities of the Project Team and help collect feedback that you may want conveyed to Project Team members.

Please feel free to contact me with any questions!