



United States Department of the Interior

FISH AND WILDLIFE SERVICE
39650 Sand Lake Drive
Columbia, South Dakota 57433



In Reply Refer to:
FWS/IR05/IR07

February 15, 2022

Dear Cooperator:

The Sand Lake National Wildlife Refuge (Refuge) is seeking bids to farm 40 acres within the Refuge in Brown County, South Dakota. Farming is part of the cooperative agricultural program the Refuge uses to prepare a quality seed bed prior to native grass and forb restoration. The units offered for bid will be farmed for 5 years and then seeded with a diverse mixture of native species. Each unit is unique in size and has different conditions, so interested individuals are encouraged to inspect each unit before bidding. The units will be allocated using a competitive bidding process and the successor bidder will enter into a five-year Cooperative Agricultural Agreement (CCA) with the Refuge.

There are strict limitations on the type, application, and use of herbicides on these units; only herbicides approved by the Refuge staff may be used. Spray records will be kept by each cooperator and given to Refuge staff after each crop year. No GMO crops are allowed except for Round-up Ready soybeans. No insecticides, fungicides, or preemergent chemicals can be used including but not limited to no Neonicotinoids seed treatments. The type of crop is agreed upon each year by the Refuge staff and the cooperator.

Your bid package must include: (1) a completed first page of the Commercial Activities Special Use Permit Application, USFWS Form 3-1383-C; and (2) a signed bid worksheet. The bid form can be mailed, emailed, faxed, or hand-delivered to our office. Farming bids will be accepted until **March 11, 2022**. Please mail, email (sydney_hanna@fws.gov), fax (605-885-6333), or hand-deliver your bids. If you do not have access to a computer, contact us and we will send information via mail. Thank you for showing interest in our programs and call me at (605)885-6272 or (701)403-6728 with any questions.

Sincerely,

Sydney Hanna
Sand Lake WMD Manager

INTERIOR REGION 5
MISSOURI BASIN

KANSAS, MONTANA*, NEBRASKA, NORTH DAKOTA,
SOUTH DAKOTA

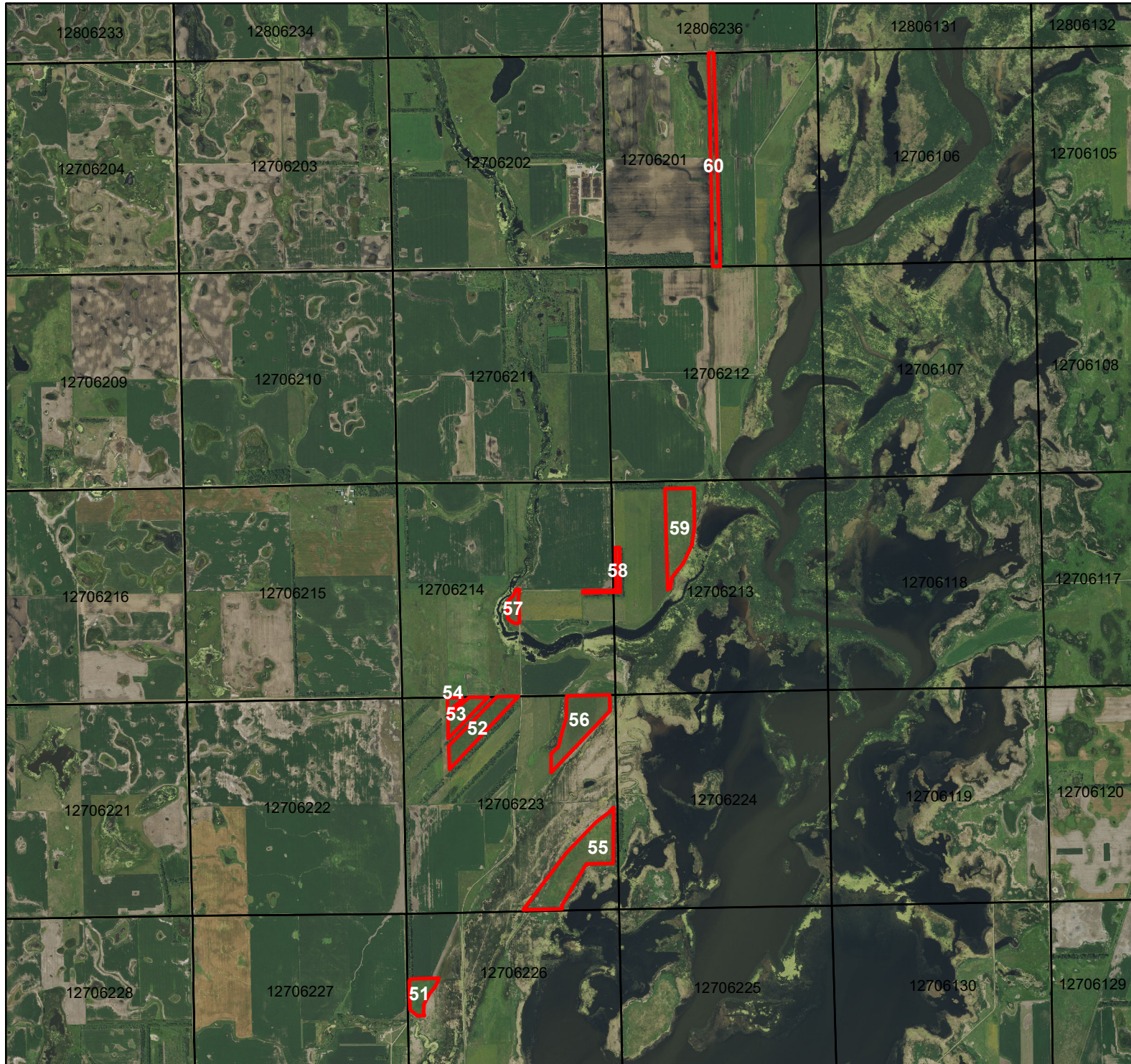
*PARTIAL

INTERIOR REGION 7
UPPER COLORADO RIVER BASIN

COLORADO, NEW MEXICO, UTAH, WYOMING



Overview of New Farming Units

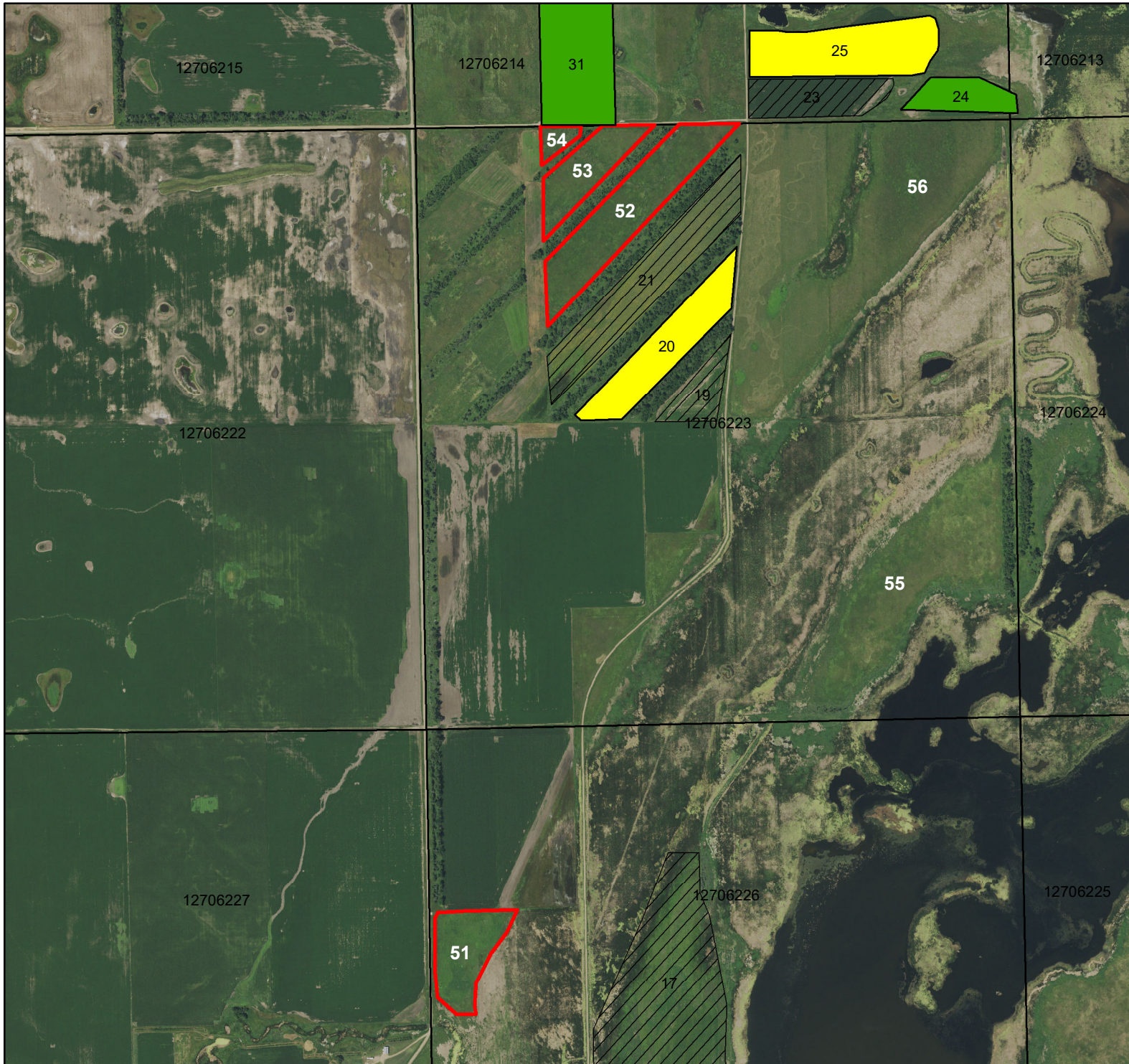


 2022_Refuge_New_Crop_Units





Refuge Farming Units 51-54



2022_Refuge_Crop_Shapefile_ 2022_Refuge_New_Crop_Units

0.15 0.075 0 0.15 Miles

Crop_Type

- Beans
- Corn
- Seeded Back
- Seeding Back

- Unit 51- Approx. 10 Acres
- Unit 52- Approx. 19 Acres
- Unit 53- Approx. 9 Acres
- Unit 54- Approx. 2 Acres



Refuge Farming Units 51-54 Plan

<u>Field #</u>	<u>Year</u>	<u>Crop Type</u>	<u>Acres</u>
#51	2022	Corn	Approx. 10
#51	2023	Beans	
#51	2024	Cover Crop	
#51	2025	Corn	
#51	2026	Beans	
#52	2022	Corn	Approx. 19
#52	2023	Beans	
#52	2024	Cover Crop	
#52	2025	Corn	
#52	2026	Beans	
#53	2022	Beans	Approx. 9
#53	2023	Corn	
#53	2024	Cover Crop	
#53	2025	Beans	
#53	2026	Corn	
#54	2022	Beans	Approx. 2
#54	2023	Corn	
#54	2024	Cover Crop	
#54	2025	Beans	
#54	2026	Corn	

***A minimum bid of \$60/Acre is required.**

Special Condition:

- If year 3 does not work for cover crop, at least one year must be cover crop.
- Cooperators will harvest all beans at the end of the growing season. Cooperators will get 2/3 of the payment and the Refuge will get 1/3.
- Cooperators will leave 1/3 of the corn crop standing and will harvest 2/3. Cooperators can harvest the rest of the corn Mid-March, depending on weather. Cooperators will get 2/3 of the payment and the Refuge will get 1/3.

Requirements:

Cooperator is encouraged to check the condition of the field prior to bidding.

Approved Herbicides

Milestone Specialty, Milestone VM

Roundup Original Max

Plateau, Imazapic E 2 SL

Liberty

Garlon 4 Ultra

*Please contact Sydney Hanna at 605-885-6272 or 701-403-6728 to discuss other herbicides that are not on this list.

GENERAL CONDITIONS

A. RESPONSIBILITY OF COOPERATOR. (1) The Cooperator shall furnish the seed, fertilizer, labor, materials, and equipment, and bear all expenses incident to the seeding, planting, cultivating, and harvesting of all crops, unless otherwise specified in "Special Conditions"; (2) The Refuge Manager must be notified at least three days in advance of any intended harvesting operation; and (3) The Cooperator, by operating on the premises, shall be considered to have accepted the premises with all facilities, fixtures, or improvements in their existing condition as of the date of this agreement. At the end of the specified period or upon earlier termination, he shall give up the premises in as good order and condition as when received, except for reasonable wear, tear, or damage occurring without fault or negligence. The Cooperator will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his part, or the part of his associates, to use reasonable care.

B. USE LIMITATIONS. The land authorized for use by the Cooperator is limited to the agricultural purposes indicated and does not, unless provided for in this agreement, allow him to restrict other authorized entry to this area, and permits the Service to carry on whatever activities as necessary for the conduct of the Service's business.

C. DAMAGES. The United States shall not be responsible for any loss or damage to property including but not limited to the growing crops, animals, and machinery; or injury to the Cooperator or his relatives, or of the officers, agents, employees, or any others who are on the premises from instructions or by sufferance of the Cooperator or his associates; or for any damage or interference caused by wildlife or employees or representatives of the Government carrying out their official responsibilities. The Cooperator agrees to save the United States or any of its agencies from any and all claims for damages or losses that may arise or be incident to flooding of the premises resulting from any associated Government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity: PROVIDED, That when excess precipitation, or other natural phenomenon occurring prior to planting or during the growing season, alternate or supplementary crops may be planted and the yield may be divided as determined by mutual consent of both parties in lieu of the crops and division as specified herein.

D. OPERATING RULES AND LAWS. The Cooperator shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to his operations under this agreement as well as all Federal laws, and regulations governing National Wildlife Refuges and the area described in this agreement. He shall comply with all instructions applicable to this agreement issued by the refuge officer in charge. He shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.

E. REVOCATION POLICY. This agreement may be revoked by the Regional Director of the U. S. Fish and Wildlife Service on written notice for nonuse or for noncompliance with the terms, hereof, or for violation of general and/or specific laws or regulations governing National Wildlife Refuges. Upon such revocation, the Service may take possession of the premises for its own and sole use: PROVIDED, That the Service shall make available to the Cooperator his rightful share of growing crops.

F. COMPLIANCE. Failure of the Service to insist upon a strict compliance with any of this agreement's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the Service's rights to thereafter enforce any of the terms, conditions, or requirements.

G. TERMINATION POLICY. If agreement is terminated by consent of both parties, for lapse of time, or otherwise, the Cooperator shall immediately give up possession to the Service representative reserving the rights specified in Section H, below.

If he fails to do so, the Service may invoke such legal proceedings as may be appropriate.

H. REMOVAL OF COOPERATOR'S PROPERTY. Upon termination or expiration of this agreement, the Cooperator may, within a reasonable period as determined by the Refuge Manager, but not to exceed sixty days, remove all crops, materials, structures, and/or other equipment, except items furnished by the Service. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the United States.

I. TRANSFER OF PRIVILEGES. This agreement IS NOT transferrable. No crop produced hereunder may be sold, mortgaged, or otherwise encumbered or disposed of before being harvested without prior approval of the Regional Director of the U. S. Fish and Wildlife Service. In the event of crop failure, or loss of crops through no fault of the Cooperator or representative of the Service, no claim shall lie against either party to this agreement.

J. OFFICIALS BARRED FROM PARTICIPATING. No Member of Congress or Resident Commissioner shall participate in any part of this agreement or to any benefit that may arise from it, but this provision shall not pertain to this agreement if made with a corporation for its general benefit.

K. NONDISCRIMINATION IN EMPLOYMENT. The permittee agrees to be bound by the equal opportunity clause of Executive Order 11246, which is attached hereto and made a part of this permit.

Sand Lake NWR Farming Bid Form

***A minimum bid of \$60/acre is required.**

I have read, understood, and agree to the regulations, conditions, and eligibility requirements.

I submit this faming bid accordingly:

Farming Unit: _____

Farming Bid: (for total unit) _____

Name: _____

Address: _____

Phone #: _____

Signature: _____

Date: _____



COMMERCIAL ACTIVITIES SPECIAL USE PERMIT APPLICATION



National Wildlife Refuge System

Refuge Name:

Address:

Attn: (Refuge Official)

E-Mail:

Phone #:

For Official Use Only:

Approved Permit #:

Station #:

Permit Term: from to

Note: We do not require all information for each use. See instructions at the end of the notice and contact the refuge to determine applicability of a particular item.

1a) Identify the type of Permit you are applying for: New ☐ Renewal ☐ Modification ☐ Other ☐

1b) Have you applied, or do you intend to apply, to any other refuges for this same activity? ☐ Yes ☐ No

1c) If yes, which refuges?

Applicant Information

2) Full Name: 3) Title:

4) Business Name:

5) Physical Address:

City/State/Zip:

6) Mailing Address: (if different than above)

City/State/Zip:

7) Business Phone #: 8) Business Fax #:

9) E-mail: 10) Business Tax ID #:

11a) Within the past 5 years, has the company (entity) , its owners, or any employees who have or will be expected to operate on the refuge, been convicted, pled nolo contendere, forfeited collateral, or are currently under charges for any violations of any State, Federal, or local law, or regulations related to fish and wildlife or permit activities? ☐ Yes ☐ No

11b) If you answered "YES" to question #11a, provide the individual's name, date of charge, charge(s), location of incident, court, and action taken for each violation.