



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, March 18, 2025 at 8:30 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 214 054 415#

- 8:15 Call the Board Meeting to Order: Board Chair Meyer
1. Pledge of Allegiance
- 8:20 Regular Business
1. Agenda Confirmation
  2. Minutes of March 4, 2025 3
- 8:25 Consent Agenda
1. Auditor-Treasurer: Regular Claims, Auditor Warrants, and Claims over 90 Days 6
  2. Auditor-Treasurer: License List 7
  3. Auditor-Treasurer: Resolution 03-25-2B - Cormorant Lions Club Raffle - August 16, 2025 - At the Community Center in Cormorant Twp 8
  4. Auditor-Treasurer: January 2025 Cash, Sales Tax, & Investment Reports 9
  5. Human Services: Regular Claims, Public Health, & Transit
  6. Human Services: DHS Civil Right Assurance Agreement 12
  7. Highway: Resolution 03-25-2D - CSAH 22 Parking Restrictions 18
  8. Land Use: Parks & Rec - Picnic Table Purchasing Limit 19
- 8:30 Commissioners
1. Open Forum
  2. Reports and Correspondence
  3. Appointments
  4. Eagle Lake Access Discussion - Commissioner Hansen 27
- 9:00 County Administrator
1. Report
- 9:25 Probation
1. MN DOC - Supervision Practices assist with additional Cost Savings for Becker County in 2024
- 9:45 Auditor-Treasurer
1. Resolution 03-25-2A - Tax Forfeit Land Sale 05-02-2025 30
- 9:50 Human Services
1. Opioid RFP Recommendations 33
  2. Fraud Prevention Investigator (FPI) Position from PT to FT 34
- 10:00 Break
- 10:05 Information Technology

1. 2025 Computer Replacement 36

10:10 Land Use/Environmental Services

1. Parks & Rec

a) Resolution 03-25-2C - Supporting Commitment with Detroit Lakes to Develop and Implement Recreational and Facility Improvements at Detroit Mountain Recreation Area and Mountain View Recreation Area 37

b) Trail Routing Study RFP and Contractual Agreement 41

2. NRM

a) Spring 2025 Timber Auction Tracts 52

b) MN DNR Landowner Enrollment Program - Bat Habitat 57

Adjourn

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, March 4, 2025, at 8:15 am

LOCATION: Board Room, Courthouse

1. Meeting was brought to order by Chair Meyer. Commissioners in attendance: Meyer, Jepson, Hansen, Vareberg and Nelson, County Administrator Carrie Smith, and minute taker Peggy Martin.
2. Pledge of Allegiance.

Agenda/Minutes:

1. Agenda – Motion and second to approve the agenda pulling Consent Agenda item #3 Auditor-Treasurer: Resolution 03-25-1B – Amend Ordinance 14 – Tobacco (Nelson, Jepson) carried.
2. Minutes – Moved and second to approve minutes of February 18, 2025, with the requested changes (Nelson, Jepson) carried.
3. Motion and second to approve and accept the following Consent Agenda Items – Auditor-Treasurer: Regular Claims, Auditor Warrants and Claims over 90 Days, License List Renewals for the following: Combination On/Off Sale w/Sundays – Renewal: Ice Cracking Lodge – Tanya Parsons – Round Lake Twp, Swanies Pub – Brad Olek – Cormorant Twp, On-Sale w/Sundays – Renewal: Pit 611 – Michael Williams – Lake Eunice Twp, Bleachers – Tim Coyne – Lakeview Twp, Forest Hills – Robert Spizzo – Audobon Twp, We Fest – Raymond Mithun – Lakeview Twp, Club On-Sale w/Sundays – Renewal: Frazee Golf Course – Daniel Kaldahl – Burlington Twp, Off-Sale – Renewal – Seven Sister – James Kalberer- Lake View Twp, 3.2 On/Off Sale – Renewal: The Hideaway – Allen Chirpich – Shell Lake Twp, Human Services: Regular Claims, Public Health, & Transit, Highway: Resolution 03-25-1C – Final Payment – Project 64205 (Nelson, Hansen) carried.

Commissioners:

1. Open Forum:
  - None.
2. Reports and Correspondence: Reports were provided on the following meetings:
  - Commissioner Jepson: EDA, Extension, Fair Board.
  - Commissioner Hansen: Airport, Midwest Economic Summit, Joint Powers w/ City of DL, AMC, Environmental.

- Commissioner Nelson, Extension, AMC, MRC, Lakeland Mental Health, Joint Powers w/ City of DL, Courthouse.
- Commissioner Meyer: AMC, Courthouse, Fair Board, Partnership 4 Health, DAC.
- Commissioner Vareberg: Environmental, EDA.

### 3. Appointments

- Motion and second to appoint Rachael Johnson to the EDA Board of Directors representing District 3 (Hansen, Nelson) carried.

County Administrator: presented by Carrie Smith.

#### 1. Report:

- AMC Legislative Meeting.
    - i. Paid Family Leave – Different answers from different legislators.
    - ii. Reallocate bonding money from 2023 for the Heartland Trail- looking at modifications.
    - iii. No anticipated bills forthcoming for land transfers.
  - Open House regarding West Lake Drive project tonight.
  - Working with the VSO regarding how we will service veterans as his last day approaches.
2. Motion and second to update the Personnel Policy for authorizing filling vacant positions to revert to the previous policy except for a change in funding will be reviewed by the board (Vareberg, Jepson) carried.
  3. Motion and second to approve Resolution 03-25-1E – Childcare Economic Development Grant Acceptance (Jepson, Vareberg) carried.
  4. Board Agendas: Motion and Action items discussion.
  5. Motion and second to approve Resolution 03-25-1A: Recorder Salary with clarification in language (Hansen, Jepson) carried.
  6. BeckerBay Auction donations due March 7.

Auditor-Treasurer: presented by Mary Hendrickson.

1. Motion and second to approve Resolution 03-25-1D – Personnel Request – 4H Summer Support Staff (Nelson, Jepson) carried.

Human Services: presented by Denise Warren.

1. Motion and second to approve the Personnel Request – FT Administrative Assistant but must stay within budget (Nelson, Jepson) carried.



2. Motion and second to approve the Out of State Training Request – Public Health with grant funded reimbursement (Vareberg, Hansen) carried.

Information Technology: presented by Judy Dodd.

1. Motion and second to approve the contract with PROWEST for NG9-1-1 Phases 7 & 8 in the amount of \$8,522.41 with grant funding (Nelson, Jepson) carried.

Human Resources: presented by Teaira Christen.

1. Motion and second to approve the Policy Update – 5.5 Career Ladders as discussed (Nelson, Jepson) carried.
2. Motion and second to accept Teamsters 320 Courthouse Contract Addendum 2 and 3 regarding Career Ladders and Salary Schedules (Jepson, Vareberg) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Planning Commission Recommendations from 02/26/2025.
  - a. Motion and second to concur with the Planning Commission recommendation to approve for Trevor & Savannah Brosius – Request a Conditional Use Permit to operate a Pet Grooming Business (Nelson, Hansen) carried.
  - b. Motion and second to concur with the Planning Commission recommendation to approve for Tim Rohloff & Rose Diemert – Request a Conditional Use Permit for the Cultivation, Manufacture, and Wholesale of Cannabis (Nelson, Vareberg) carried.
2. Motion and second to authorize County Signatures for the Wright Investments – Acknowledgement of Plat Approval (Jepson, Hansen) carried.

Being no further business, Board Chair Meyer adjourned the meeting at 11:07 am.

/s/ Carrie Smith  
Carrie Smith  
County Administrator

/s/ David Meyer  
David Meyer  
Board Chair



BECKER COUNTY BOARD OF COMMISSIONERS  
Finance Committee Meeting  
Date: Monday, March 17, 2025 at 8:30 AM

Location: 1st Floor – Board Meeting Room - Courthouse  
915 Lake Avenue, Detroit Lakes, MN

Administrator

Auditor-Treasurer

1. Claims
2. January 2025 Cash, Sales Tax, & Investment Reports

Human Services

1. Opioid RFP Recommendations
2. Fraud Prevention Investigator (FPI) Position from PT to FT
3. Claims Human Services, Public Health, & Transit

Information Technology

1. 2025 Computer Replacement

Land Use/Environmental Services

1. Parks & Rec
  - a) Trail Routing Study RFP and Contractual Agreement
  - b) Picnic Table Purchasing Limit

Adjourn

## **BECKER COUNTY BOARD OF COMMISSIONERS MEETING 3/18/2025**

### **BECKER COUNTY AUDITOR TREASURER**

#### **Gambling Permit**

1. Resolution # 03-25-2B – Cormorant Lions Club at Cormorant Community Center in Cormorant Township on August 16, 2025.

#### **Combination On/Off Sale w/Sundays – Renewal**

1. Jack Pines Resort – Jacob Prouty – Carsonville Twp

#### **On-Sale w/Sundays – Renewal**

1. Detroit Mountain – Tom Thiel – Erie Twp
2. Detroit Country Club – Thomas Dolby – Lake View Twp
3. Parallel 46 – Lynne Stockstad – Cormorant Twp
4. Sunlite Bar & Grill – Wayne Crawford – Detroit Twp

#### **Seasonal On-Sale w/Sundays – Renewal**

1. Green Valley Golf Course – Michael Levin – Cormorant Twp

#### **Off-Sale – Renewal**

1. 4 Corners – Josh Swangler – Erie Twp
2. Cormorant Bottle Shop – Rod Einerson – Cormorant Twp

#### **3.2 Off Sale – Renewal**

1. County 6 Gas & Bait – Tyler Kalberer – Lakeview Twp

#### **Temporary 1 Day On-Sale Liquor License**

1. Detroit Lakes Jaycees (at Soo Pass Ranch) – April Asleson – July 12, 2025

**RESOLUTION NO. 03-25-2B**

**MINNESOTA LAWFUL GAMBLING RESOLUTION**

RESOLVED, the Becker County Board of County Commissioners agree to approve the Gambling Application #LG220 for Exempt Permit for a raffle August 16, 2025 by the Cormorant Lions Club, at The Cormorant Community Center, 10929 County Hwy 5, Cormorant, MN 56572, in Cormorant Township.

Duly adopted in Detroit Lakes, Minnesota, this 18<sup>th</sup> day of March 2025.

ATTEST:

COUNTY BOARD OF COMMISSIONERS

David Meyer

Chair

State of Minnesota)

)  
County of Becker )

I, the undersigned, being the duly elected, qualified and Auditor-Treasurer for the County of Becker, State of Minnesota, do hereby certify that the foregoing is true and correct copy of a resolution passed and adopted by the County Board of Commissioners at a meeting held March 18, 2025, as recorded in the record of proceedings.

\_\_\_\_\_  
Becker County Auditor-Treasurer

MEH/mco

SEAL

**BECKER COUNTY  
CASH COMPARISON**

FUND	January 2024	January 2025	% Change	December 2024
<b>REVENUE FUND</b>				
<b>REVENUE FUND</b>	\$ 13,264,760.99	\$ 16,198,821.53	22.12%	\$ 16,543,774.22
<b>DESIGNATED</b>				
GO BOND SERIES 2022A	-	-	0.00%	-
LAW LIBRARY	14,276.67	29,120.16	103.97%	27,820.76
ATTORNEY'S FORFEITURES	79,157.22	82,245.56	3.90%	82,245.56
RECORDERS EQUIPMENT	30,259.53	(9,148.87)	-130.23%	(13,033.87)
RECORDERS ENHANCEMENT	97,392.58	50,596.79	-48.05%	44,590.79
TRANSIT	208,636.04	139,863.45	-32.96%	62,524.21
TRANSIT LOCAL RESERVE	36,426.09	37,279.73	2.34%	37,279.73
2023 PUBLIC SAFETY AID	996,097.00	857,035.08	-13.96%	874,635.08
<b>TOTAL REVENUE FUND</b>	<b>\$ 14,727,006.12</b>	<b>\$ 17,385,813.43</b>	<b>18.05%</b>	<b>\$ 17,659,836.48</b>
<b>SPECIAL REVENUE FUNDS</b>				
<b>PUBLIC SAFETY</b>	\$ 2,241,979.49	\$ 1,386,466.43	-38.16%	\$ 2,738,408.42
E-911	228,620.62	326,480.00	42.80%	312,232.91
<b>ROAD AND BRIDGE</b>	3,761,956.68	(2,046,875.60)	-154.41%	(3,270,618.05)
<b>HUMAN SERVICES</b>	9,587,117.93	9,875,663.96	3.01%	10,868,706.99
<b>RECREATION</b>	645,501.15	375,724.45	-41.79%	317,012.54
<b>RESOURCE DEVELOPMENT</b>	1,025,794.19	1,014,386.70	-1.11%	1,006,254.00
<b>ENVIRONMENTAL AFFAIRS</b>	1,451,649.73	2,759,374.85	90.09%	2,898,960.00
<b>DEBT FUNDS</b>	517,972.93	544,764.87	5.17%	1,475,220.50
<b>DITCH FUND</b>	215.64	215.64	0.00%	215.64
<b>SUNNYSIDE CARE CENTER</b>	2,191,357.01	2,184,035.20	-0.33%	2,024,936.66
<b>NATURAL RESOURCE MGT</b>	141,843.58	173,600.39	22.39%	157,195.10
<b>GRAVEL RESERVE</b>	567,663.84	575,558.00	1.39%	517,176.22
<b>OPIOID SETTLEMENT FUND</b>	356,757.87	627,315.00	75.84%	627,315.00
<b>LOCAL ASSISTANCE &amp; TRIBAL CONSISTENCY FUND</b>	167,187.18	83,110.43	-50.29%	83,110.43
<b>GENERAL - SPECIAL</b>	3,608,270.13	2,016,609.98	-44.11%	2,204,251.19
<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>\$ 26,493,887.97</b>	<b>\$ 19,896,430.30</b>	<b>-24.90%</b>	<b>\$ 21,960,377.55</b>
<b>AGENCY FUNDS</b>				
<b>BCCI</b>	\$ 130,255.23	\$ 120,184.09	-7.73%	\$ 165,984.33
<b>TAXES AND PENALTIES</b>	428,621.18	423,725.40	-1.14%	869,025.04
<b>CLEARING FUNDS</b>	1,144,298.70	720,007.74	-37.08%	604,136.83
<b>TOTAL AGENCY PASS THRU FUNDS</b>	<b>\$ 1,703,175.11</b>	<b>\$ 1,263,917.23</b>	<b>-25.79%</b>	<b>\$ 1,639,146.20</b>
<b>TOTAL CASH &amp; INVESTMENTS</b>	<b>\$ 42,924,069.20</b>	<b>\$ 38,546,160.96</b>	<b>-10.20%</b>	<b>\$ 41,259,360.23</b>

**Becker County Sales & Use Tax**

<b>2014</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	606,000.00	129,165.85	735,165.85	(31,350.71)	703,815.14
<b>2015</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,925,000.00	199,199.05	2,124,199.05	(26,358.15)	2,097,840.90
<b>2016</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,912,893.48	209,748.19	2,122,641.67	(27,908.63)	2,094,733.04
<b>2017</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,172,000.00	233,642.63	2,405,642.63	(29,318.97)	2,376,323.66
<b>2018</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,281,000.00	365,457.85	2,646,457.85	(33,661.93)	2,612,795.92
<b>2019</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,452,000.00	222,944.01	2,674,944.01	(34,367.81)	2,640,576.20
<b>2020</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,563,000.00	279,602.16	2,842,602.16	(36,985.03)	2,805,617.13
<b>2021</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,957,000.00	376,489.88	3,333,489.88	(38,856.08)	3,294,633.80
<b>2022</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	3,230,000.00	485,045.29	3,715,045.29	(38,854.14)	3,676,191.15
<b>2023</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	3,471,000.00	284,727.31	3,755,727.31	(47,682.72)	3,708,044.59
<b>2024</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	3,368,394.51	61,883.40	3,430,277.91	(22,088.62)	3,408,189.29
<b>2025</b>					
<u>Month</u>	<u>Receipt</u>			<u>Fees</u>	<u>Net Total</u>
November	<b>300,638.51</b>			<b>(2,705.75)</b>	<b>297,932.76</b>
December					-
<b>January</b>					-
February					-
March					-
April					-
May					-
June					-
July					-
August					-
September					-
October					-
	300,638.51	-	-	(2,705.75)	297,932.76
<b>Grand Total</b>	<b>27,238,926.50</b>	<b>2,847,905.62</b>	<b>29,786,193.61</b>	<b>(367,432.79)</b>	<b>29,418,760.82</b>

\*\*\*Please note effective April 2024 ONE payment of GROSS REVENUE and ADMINISTRATIVE COST is received\*\*\*

EX--December 2023 Receipt 1 in the IFS (Bank/Cash Comp) January 2024 and Receipt 2 in the IFS (Bank/Cash Comp) February 2024

\***Bolded amounts corresponds to Monthly-Cash Comp\***

**Becker County  
Investment Analysis  
January 31, 2025**

<u>Bank or Institution</u>		<u>Investment Number</u>	<u>Interest Rate</u>	<u>Yield Rate</u>	<u>Maturity Date</u>	<u>Book Value(Cost)</u>	<u>Fair Market Value</u>
<b><u>American National Bank</u></b>							
ANB CD	American Natl	24-03	5.150%	5.150%	3/19/25	245,000.00	245,000.00
<b><u>Deerwood Bank</u></b>							
CDB CD	CDBoO	09-13	5.000%	5.000%	7/18/25	500,000.00	500,000.00
CDB CD	CDBoO	13-1	5.000%	5.000%	2/15/25	425,000.00	425,000.00
<b><u>Midwest bank</u></b>							
MW CD	Midwest	0-39	4.250%	4.250%	12/8/25	96,000.00	96,000.00
MW CD	Midwest CDARS	10-09	5.100%	5.100%	7/6/25	1,000,000.00	1,000,000.00
<b><u>State Bank of Lake Park</u></b>							
SBLP CD	State Bank of LP	01-39	4.150%	4.150%	9/30/25	155,940.49	155,940.49
<b><u>United Community Bank of Frazee</u></b>							
UCB CD	UCBoF	23-07	3.710%	3.710%	5/3/25	200,064.30	200,064.30
<b><u>Raymond James</u></b>							
MK	Lake Park-Audubon MN GO	11-6	5.375%	3.652%	2/1/26	500,000.00	505,600.00
MK	Connecticut St Taxable Go Bond	20-14	3.310%	3.310%	1/15/26	564,114.72	495,100.00
MK	BOND Alcoa Tenn Taxable Bds 2021 B	21-02	0.820%	0.820%	3/1/26	244,054.30	235,886.00
MK	BOND Montgomery Cnty MD Rev Taxable Ref Bds 202	21-06	1.000%	1.000%	4/1/25	303,945.00	298,365.00
MK	FHLB Federal Home Loan Bank	22-02	4.000%	4.000%	6/29/26	500,000.00	497,250.00
MK	FHLB Federal Home Loan Bank	23-03	4.240%	4.240%	2/17/28	250,000.00	248,215.00
MK	CD First Southwest Bank Alamosa Colorado	24-08	3.800%	3.800%	9/5/28	150,000.00	147,775.50
MK	CD Discover Bank Greenwood, DE	22-07	4.850%	4.850%	11/9/26	244,000.00	246,393.64
MK	CD CIBC Bank USA Chicago, IL	23-04	4.950%	4.950%	3/24/26	225,000.00	226,694.25
MK	CD First St Bk of Dequeen Dequeen	23-06	4.600%	4.600%	7/7/26	100,000.00	100,449.00
MK	CD HAPO Community Credit UN	23-07	5.250%	5.250%	2/27/26	240,000.00	242,438.40
<b><u>Wells Fargo Advisors (Formerly Wachovia Securities)</u></b>							
WFA BOND	US Treasury Notes	22-03	2.750%	2.750%	4/30/27	326,476.93	319,789.80
WFA BOND	US Treasury Bill	24-02	5.019%	5.019%	4/17/25	1,310,779.25	1,363,326.25
WFA FHLBMSUCP	Federal Home Loan Bank Multi Step Up Cpn Bor	21-03	1.000%	1.000%	3/16/26	455,000.00	439,184.20
WFA CD	Goldman Sachs BK USA CD	21-07	1.000%	1.000%	8/8/26	215,000.00	204,523.05
WFA CD	UBS Bank USA CD	24-07	3.850%	3.850%	8/30/27	245,000.00	242,547.55
WFA CD	JP Morgan Chase Bk NA CD	25-01	4.600%	4.600%	1/31/28	245,000.00	245,142.10
WFA CD	City Natl Bk - Bev Hi CD	23-01	4.350%	4.350%	1/26/26	245,000.00	245,330.75
WFA CD	Synchrony Bank CD	23-08	5.050%	5.050%	10/27/26	245,000.00	248,020.85
WFA CD	Sallie Mae Bank/Salt CD	24-09	4.050%	4.050%	11/22/27	245,000.00	243,814.20
WFA CD	Morgan Stanley PVT PK CD	23-11	4.950%	4.950%	6/6/25	245,000.00	245,455.70
WFA CD	Morgan Stanley BK NA CD	23-12	4.800%	4.800%	12/8/25	245,000.00	246,163.75
WFA CD	Wells Fargo Bank NA CD	24-04	4.850%	4.850%	5/14/27	245,000.00	248,003.70
WFA CD	Bank of America NA CD	24-05	5.050%	5.050%	6/8/26	240,000.00	242,443.20
<b>Total Pooled Investments - Securities</b>						<b>10,450,374.99</b>	<b>10,399,916.68</b>

**Summary of Investments by Type**

	<u>Book Value</u>	<u>Fair Value</u>
CD's	4,996,004.79	4,997,200.43
CDARS	1,000,000.00	1,000,000.00
Jumbo CDs		
Local Gov Issues	0.00	0.00
Govt. Securities	1,612,114.02	1,534,951.00
Treasury	1,637,256.18	1,683,116.05
FNMA	0.00	0.00
FHLBMSUCP	455,000.00	439,184.20
FFCBB		
FHLB	750,000.00	745,465.00
<b>Totals</b>	<b>10,450,374.99</b>	<b>10,399,916.68</b>

**Investment Summary by Fund**

<u>Revenue Fund</u>	<u>10,450,374.99</u>	<u>10,399,916.68</u>
	<b>10,450,374.99</b>	<b>10,399,916.68</b>
<b>Fair Market Value Adjustment</b>		<b>(50,458.31)</b>

## 2024-2026 STATE-COUNTY CIVIL RIGHTS ASSURANCE AGREEMENT

The County Agency Becker County Human Services agrees to act in accordance with the provisions of the Food and Nutrition Act of 2008, as amended, implementing regulations and any applicable provisions of the FNS approved State Plan of Operation with the State of Minnesota. The County Agency and the State agency further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of the County Agency, the State agency, and FNS USDA.

The County Agency agrees to comply with the State-County Civil Rights Assurance Agreement as a condition of receiving Federal financial assistance provided to the State of Minnesota by the USDA under the authority of the Food and Nutrition Act of 2008, as amended.

The State-County Civil Rights Assurance Agreement is binding upon the County Agency, its successors, transferees, and assignees for as long as the County Agency receives Federal financial assistance from the State of Minnesota by the USDA under the authority of the Food and Nutrition Act of 2008, as amended.

The State of Minnesota may enforce all parts of the Civil Rights Assurance Agreement as a condition of the County Agency's receipt of Federal funds from the State of Minnesota by the USDA under the authority of the Food and Nutrition Act of 2008, as amended.

**Compliance by Contractors and Vendors:** The County Agency further agrees that by accepting this Civil Rights Assurance Agreement, it will obtain a written statement of assurance from all of its contractors and vendors (*i.e.*, applying to all programs), assuring that they will also operate in compliance with the stated nondiscrimination laws, regulations, policies, and guidance. The written statement of assurance from all of its contractors and vendors must be maintained as part of the County Agency's Comprehensive Civil Rights Plan and must be made available for review upon request by the State of Minnesota or the U.S. Department of Agriculture.

### **RECIPIENT AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL AND STATE CIVIL RIGHTS LAWS:**

#### **The County Agency agrees to:**

1. Administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; and to follow the FNS-approved State Plan of Operation.
2. Assurance of Civil Rights Compliance: Comply with Title VI of the Civil Rights Act of 1964 ([42 U.S.C. 2000d et seq.](#)), Title IX of the Education Amendments of



1972 ([20 U.S.C. 1681 et seq.](#)), Section 504 of the Rehabilitation Act of 1973 ([29 U.S.C. 794](#)), the Age Discrimination Act of 1975 ([42 U.S.C 6101 et seq.](#)), section 11(c) of the Food and Nutrition Act of 2008, as of amended (7 U.S.C 2020), Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendments Act of 2008 ([42 U.S.C. 12131-12189](#)) as implemented by Department of Justice regulations at [28 CFR part 35](#) and [36](#), Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency” (August 11, 2000), and all requirements imposed by the regulations issued by the Department of Agriculture to the effect that, no person in the United States shall, on the grounds of sex, including gender identity and sexual orientation, race, color, age, political belief, religious creed, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under SNAP. This includes program-specific requirements found at [7 CFR part 15 et. seq.](#) and [7 CFR 272.6](#).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal assistance extended to the State by the USDA under the authority of the Food and Nutrition Act of 2008, as amended. Federal financial assistance includes grants, and loans of Federal funds; reimbursable expenditures grants or donations of Federal property and interest in property; the detail of Federal personnel; the sale, lease of, or permissions to use Federal property or interest in such property; the furnishing of services without consideration, or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient; or any improvements made with Federal financial assistance extended to the State by USDA. This assistance also includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the County agency agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the State agency, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the County agency, its successors, transferees and assignees as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the County agency.

3. (For States with Indian Reservations only). Implement the program in a manner that is responsive to the special need of American Indians on reservations and

consult in good faith with tribal organizations about that portion of the State's Plan of Operation pertaining to the implementation of the Program for the members of the tribe on reservations.

- 4. FNS agrees to: 1. Pay administrative cost in accordance with the Food and Nutrition Act of 2008, implementing regulations, and an approved Cost Allocation Plan.
- 2. Carry out any other responsibilities delegated by the Secretary in the Food and Nutrition Act of 2008, as amended.

**By signing on behalf of the County Agency, I state that I am authorized to bind the County Agency to the terms of the 2024-2026 Civil Rights Assurance Agreement and commit it to the above provisions.**

  
Signature of agency representative

Denise Warren  
Print Name

Becker County Human Services  
Name of County Agency

712 Minnesota Avenue  
Detroit Lakes, MN 56501  
Street Address, City, State, Zip Code

**Unless amended or rescinded, this 2024-2026 Civil Rights Assurance Agreement is valid through December 31, 2026.**

## **ADDENDUM**

### **Clarification of SNAP Civil Rights Requirements - Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," and Titles II and III of the Americans with Disabilities Act.**

This addendum clarifies core civil rights requirements to ensure meaningful access to programs, services, and information for persons with Limited English Proficiency (LEP) and persons with disabilities in accordance with Federal law, regulations, and current guidance from the U.S. Department of Department of Justice (DOJ) and the U.S. Department of Agriculture (USDA).

#### **Meaningful Access for LEP Individuals**

County agencies that participate in the Supplemental Nutrition Assistance Program (SNAP) must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single-language minorities in certain project areas. SNAP County agencies that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI), and SNAP program regulations.

Federal LEP regulations and guidance include:

- SNAP regulations provided by 7 CFR Part 272.4 (b), "Bilingual requirements";
- Executive Order 13166 of August 11, 2000, "Improving Access to Services for Persons with Limited English Proficiency," reprinted in 65 FR 50121, 50122 (August 16, 2000);
- DOJ policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," published in 67 FR 41455, 41457 (June 18, 2002); and
- USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," published in 79 FR 70771-70784 (November 28, 2014).

#### **Four Factor Analysis for Assessing LEP Needs**

To be in compliance, the Title VI guidance provided by DOJ and USDA instructs County Agencies to assess the LEP needs of the population served and determine the LEP services required by balancing four factors:

1. The number or proportion of persons with limited English proficiency are eligible to be served or likely to be encountered within the area serviced by the recipient;

2. The frequency with which persons with limited English proficiency come in contact with the program;
3. The nature and importance of the program, activity, or service to people's lives; and
4. The resources available to the recipient and costs.

SNAP County agencies must also comply with the specific requirements established by 7 CFR Part 272.4 (b) and should include these obligations in the LEP assessment.

### **Developing an LEP Plan**

After completing an assessment of LEP needs, SNAP County agencies should develop an implementing plan to address the LEP needs of the population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging for telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language line services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing County and local budgets and front-line staff should understand how to obtain LEP services.

USDA's 2014 policy guidance includes detailed information on assessing LEP needs, identifying practices for translating documents that will be seen as strong evidence of compliance. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>. The website includes online LEP mapping tools designed to help assess the language needs of the population served by a particular program or facility.

### **Ensuring Equal Opportunity Access for Persons with Disabilities**

SNAP County agencies must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. County agencies that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the Americans with Disabilities Act (ADA), and SNAP program regulations. DOJ published revised final regulations implementing Titles II and III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35, "Nondiscrimination on the Basis of Disability in State and Local Government Services" and 28 CFR Part 36, "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities." In accordance with the implementing regulations, County Agencies must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a County agency may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a

disabled individual only in limited circumstances. When a County agency communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. County agencies must also ensure that interested persons, including people with low vision or who are hard of hearing can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: [www.ada.gov](http://www.ada.gov)

**Please submit the signed 2024-2026 STATE-COUNTY CIVIL RIGHTS ASSURANCE AGREEMENT to:**

**Civil Rights Coordinator  
Minnesota Department of Human Services  
Equal Opportunity and Access Division (EOAD)  
P.O. Box 64997  
St. Paul, MN 55164-0997  
Email: [dhs.equalopportunity@state.mn.us](mailto:dhs.equalopportunity@state.mn.us)**

**EOAD Telephone: 651-431-3040 (voice) or use your preferred relay service**

**BECKER COUNTY BOARD OF COMMISSIONERS**  
**RESOLUTION 03-25-2D**  
**CSAH 22 PARKING RESTRICTIONS**

**WHEREAS**, the Project, SP 003-622-040 plans to make improvements to the road on CSAH 22/West Lake Drive from Legion Road to Washington Avenue in the City of Detroit Lakes, Minnesota; and

WHEREAS, Becker County will be expending County State Aid Funds on the improvements of CSAH 22; and

WHEREAS, the improvements do not provide adequate width for parking on the west bound side of CSAH 22; and approval of the proposed construction as a County State Aid Highway project must therefore be conditioned upon certain parking restrictions.

**NOW THEREFORE BE IT RESOLVED:** That the Board of County Commissioners of Becker County, Minnesota shall ban the parking of motor vehicles on the westbound side of County State Aid Highway No. 22 from Legion Road to Washington Avenue at all times.

Duly adopted this 18th day of March 2025, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS  
Becker County, Minnesota

ATTEST:

\_\_\_\_\_  
Carrie Smith  
County Administrator

\_\_\_\_\_  
David Meyer  
Board Chair

State of Minnesota )  
                                  ) ss  
County of Becker )

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held March 18, 2025, as recorded in the record of proceedings.

\_\_\_\_\_  
Carrie Smith  
County Administrator



# BECKER COUNTY

## Land Use Department

915 Lake Avenue • Detroit Lakes, MN 56501  
218-846-7201

MEMORANDUM FOR ACTION

Date: March 18<sup>th</sup>, 2025

SUBJECT: Purchase of Picnic Tables for Dunton Locks County Park

THROUGH: Natural Resources Management Committee

TO: Becker County Board of Commissioners

1. Discussion: There is a need to purchase eight (8) ADA compliant picnic tables for the new shelter at Dunton Locks Park. The lead time is 6-10 weeks. Members of the Recreational Advisory Committee are seeking out donations to reduce or potentially cover all the costs of purchasing eight (8) picnic tables. The aluminum picnic tables were recommended and favored at committee meetings.
2. Funding: Budgeted amount from Fund 15, Parks & Recreational Fund, Minus any donations.
4. Action request: Allow NRM Supervisor to purchase eight (8) picnic tables and needed materials, up to a maximum total of \$11,500.
5. The point of contact for this memorandum is Mitch Lundeen/Steve Skoog

Distribution: Board of Commissioners, County Administrator

**Equal Opportunity Employer**

PROPOSAL SUBMITTED TO Becker County NRM	CONTACT NAME Mitch Lundeen	DATE 3/5/2025
ADDRESS 1771 North Tower Rd	EMAIL	PHONE 218.849.2151
CITY, STATE, ZIP CODE Detroit Lakes, MN 56501	JOB NAME / LOCATION	

We propose to provide the following items, quantity as listed:

- 950-501-099 8' Champ, Free Standing, Expanded Metal, Accessible Picnic table (8)EA. - **\$10,209.00 w/ Freight.**
- Lead time is 6 weeks.



- Choose an option
- Black**
  - Blue
  - Brown
  - Burgundy
  - Evergreen
  - Gray
  - Hunter Green
  - Ivory
  - Orange
  - Purple
  - Red
  - Yellow

- 8J2CSUWC 2 3/8"OD PC Frame Table ADA w/8' Alum Plank (8)EA. - **\$10,664.00 w/ Freight.**
- Lead time is 8 weeks.



- Choose an option
- Black Powder Coat
  - Galvanized

- 77-80HGD 8' Picnic Table, DF, HG (8) EA. - **\$10,990.00**
- Lead time is 8 weeks. Recycled Plastic



- 
- RECYCLE RED
  - RECYCLE BLUE
  - RECYCLE GREEN
  - WHITE
  - ALMOND
  - DEEP RED
  - BLUE
  - HUNTER GREEN
  - FOREST GREEN
  - JUNIPER GREEN
  - CARLSBAD
  - SUDAN
  - HERITAGE BROWN
  - BRONZE
  - ARGENTO
  - CHARCOAL
  - BLACK
  - SAFETY YELLOW
  - TEXTURED RUST
  - TEXTURED GREY
  - TEXTURED CHARCOAL
  - TEXTURED SILVER
  - TEXTURED BLACK



**Wood Species**



DuMor has selected the highest grade woods available for use on our products. "C" & Better Douglas Fir and Ipe are offered as standard wood options. Douglas Fir is delivered coated in a clear preservative. Due to its density and estimated longevity left uncoated, Ipe will be delivered in its natural state without preservative.

As a natural product of our environment, wood will weather when placed outdoors. Signs of weathering include splitting, checking, and changing color. These are not covered by DuMor's warranty.

**Recycled Plastic Colors**



**Notes:**

1. Above price does not include sales tax, bonds, permits, testing or other fees if applicable.
2. Above price includes shipping; it does not include unloading, assembly, or installation.
3. Unless otherwise directed by project specifications, this transaction is not bound by retainage.
4. This proposal supersedes any previous proposals (all of which are rescinded/revoked and no longer valid); any plans addenda or revisions issued after this proposal are not part of this proposal and Park & Play USA is not bound to; this proposal automatically becomes part of any subsequent contract signed by Park & Play USA, regardless of whether this proposal is signed by the recipient of this proposal.

**We propose hereby to furnish materials - complete in accordance with above specifications, for the sum of: As per above.**

This Proposal may be withdrawn by Park and Play USA if not accepted within 30 days.

**Acceptance of Proposal**

The above prices, specifications, terms and conditions are satisfactory and are hereby accepted by Purchaser. Park and Play USA is authorized to do the work as specified and Purchaser shall make payment as outlined.

**Terms and Conditions**

**Term of Payment**, due upon receipt and subject to approved credit by Park and Play USA.

**Material Sales**

Unless otherwise specified above, payment due upon receipt of products.

Please click below to view our online **Terms & Conditions**:

<https://parkandplayusa.com/terms-conditions/quotes-invoices-material-sales/>

**Park and Play USA**

By: Devyn Morris  
Devyn Morris

**Purchaser**

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

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

Title: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

**PROPOSAL**



# QUOTE

**Rough Rider Industries**  
P.O. Box 5521  
3303 E. Main Ave.  
Bismarck, ND 58506-5521  
701-328-6161  
Fax 701-328-6164

**Bill To:** **Ship To:** **Quote #** **8908**

BECKER COUNTY PARKS & RECREATION  
1771 N. Tower Road  
DETROIT LAKES, 56501

BECKER COUNTY PARKS & RECREATION  
1771 N. Tower Road  
DETROIT LAKES, 56501

<b>Customer #</b> 57072	<b>Contact Person</b> MITCH --LUNDEEN	<b>PO #</b>	<b>Phone #</b> 218-847-0099	<b>Fax #</b>
<b>Quote Date:</b> 03/07/2025	<b>Shipping Date:</b>	<b>Account Exec.</b> FRANCIS GREFF		

*Quoted prices are good for 30 calendar days from quote date.*

<u>Item #</u>	<u>Name/Description</u>	<u>Quantity</u>	<u>Price</u>	<u>Total</u>
FG4041-RT-72	PICNIC TABLE, 72" RECTANGULAR BLACK FRAME, REDWOOD  ***Redwood finish/Metal paint color: BLACK TAG: Becker County Parks & Rec-----Detroit Lakes, MN	6.00	1,090.00	6,540.00
FG4041-RT-96-ADA	PICNIC TABLE, 96" RECT, ADA BLACK FRAME, REDWOOD  ***Redwood Bearboard/Metal frame: BLACK TAG: Becker County Parks & Rec-----Detroit Lakes, MN (Optional 42" round table-----#FG4041-RD-42 available for \$1085.00/unit).	2.00	1,198.00	2,396.00
FREIGHT	FREIGHT AND INSTALL CHARGES  ***Freight only-----customer to assist with un-loading (fork-lift, etc.).	1.00	880.00	880.00



# QUOTE

**Rough Rider Industries**  
P.O. Box 5521  
3303 E. Main Ave.  
Bismarck, ND 58506-5521  
701-328-6161  
Fax 701-328-6164

**Bill To:** \_\_\_\_\_ **Ship To:** \_\_\_\_\_ **Quote #** **8908**

---

<b>SHIPPING INSTRUCTIONS</b>	<b>Line Total:</b>	<b>\$9,816.00</b>
	<b>Tax:</b>	<b>\$0.00</b>
	<b>Total Price:</b>	<b>\$9,816.00</b>

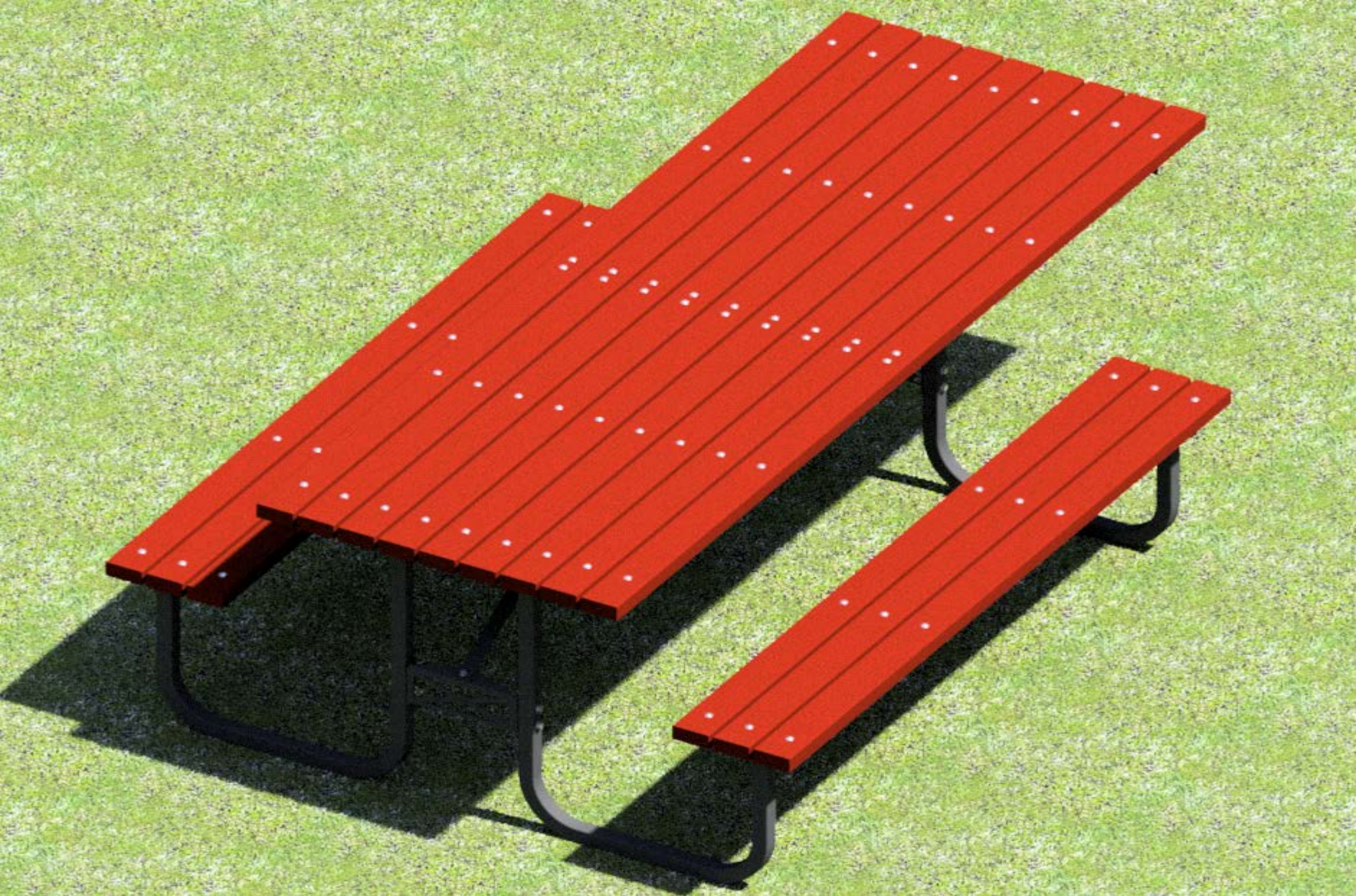
**NOTE: All shipping and installation charges are based on the availability of help to the RRI transportation staff.**  
*This quote and, if one exists, the Rough Rider Industries Master Contract (RRIMC), together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hererof. Terms and conditions inconsistent with, contrary to, or in addition of this Quote and, if one exists, the RRIMC, together with its exhibits, shall not be added to or incorporated into this Quote by any subsequent purchase order or otherwise; any such terms and conditions are hereby rejected. The terms and conditions of this Quote and, if one exists, the RRIMC and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.*

\_\_\_\_\_  
*Customer Order Accepted Signature* \_\_\_\_\_  
*Accepted Date*

**When all above quoted items are accepted and the order is ready to be placed, please sign and date below. The Expected Delivery Week will be issued once order has been signed.**

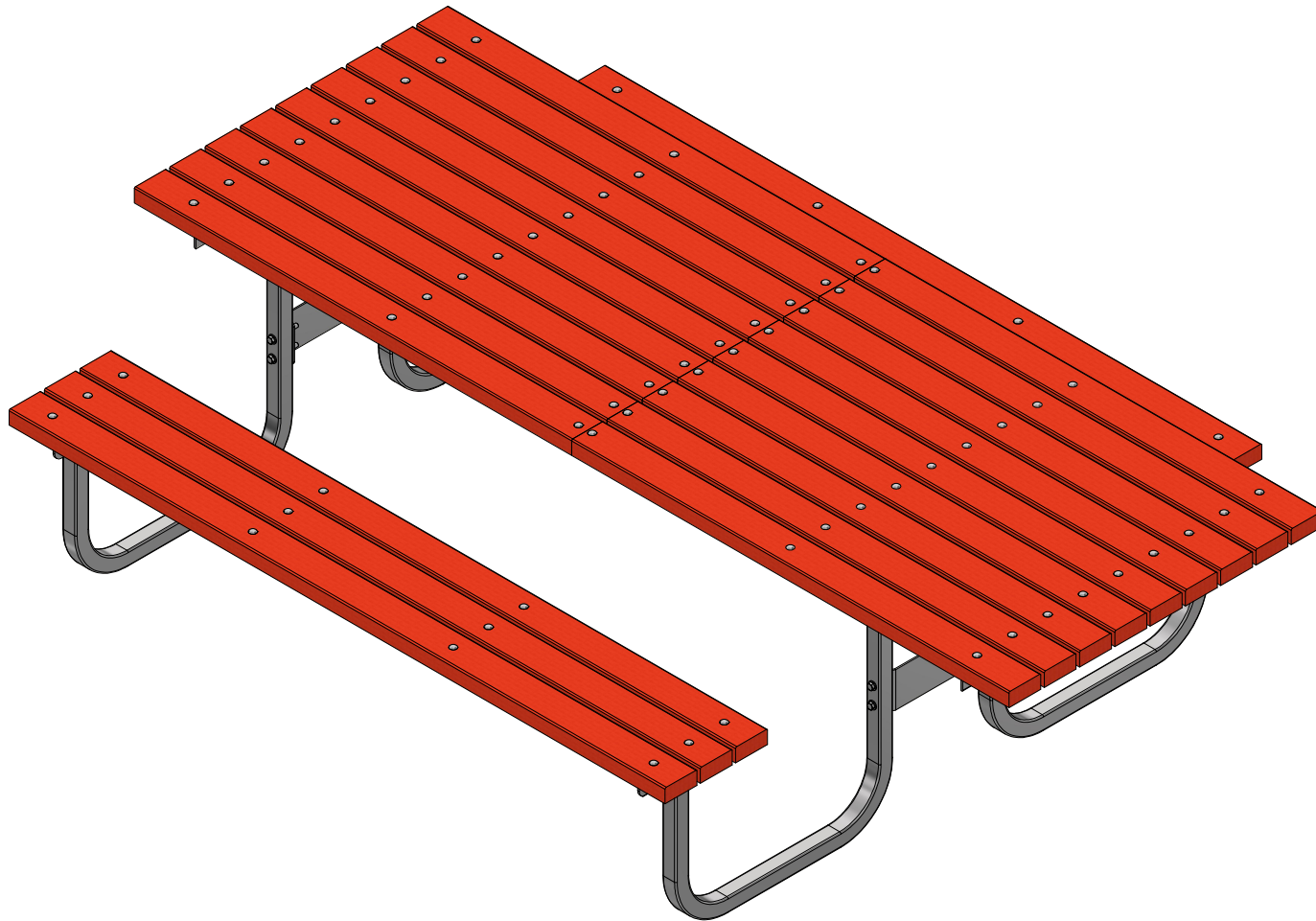
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*RRI Order Approved Signature* \_\_\_\_\_  
*Approval Date*





FG4041-RT-96-ADA (8' ADA TABLE)





PRICE LISTED DOES NOT INCLUDE SET-UP OR DELIVERY CHARGES

COPYRIGHT © 2019 ROUGH RIDER INDUSTRIES

All rights reserved. The [client] [customer] acknowledges that the drawing and specifications are instruments of service and as such, remain the property of Rough Rider Industries. These drawings, plans, and specifications may not be reproduced in any form, nor may they be used for building or fabrication in any form without the prior express written consent of Rough Rider Industries.

This drawing must be signed before production will begin. Cancellation or changes of the signed order will be at the discretion of the Marketing Manager. If cancellation or modifications are approved, the customer agrees to pay for any costs incurred. It is the customers responsibility to verify all dimensions and features. No guarantee is made concerning product suitability. All products are guaranteed against defects in material and workmanship for one year from the date of purchase.

This drawing is correct and we accept the conditions of this agreement.

\_\_\_\_\_  
[Client] [Customer]

\_\_\_\_\_  
[Date]

Item #

FG4041-RT-96-ADA

**RRI** ROUGH RIDER  
INDUSTRIES  
METAL DIVISION  
3303.E MAIN BISMARCK ND 58506

Description :

Picnic Table, 96" Rectangular ADA

Customer :

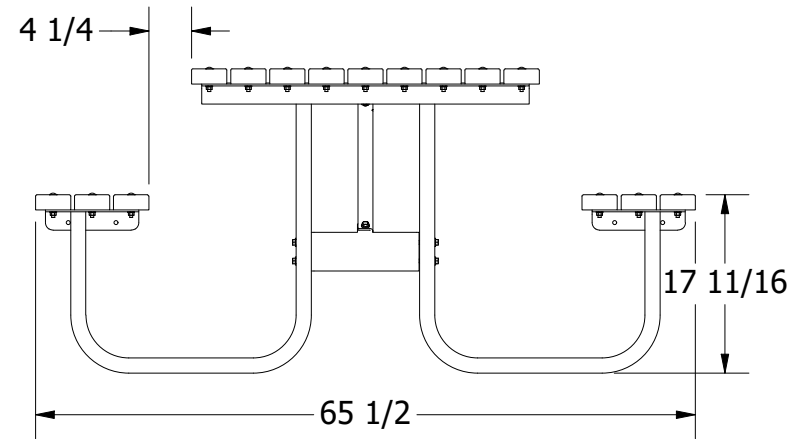
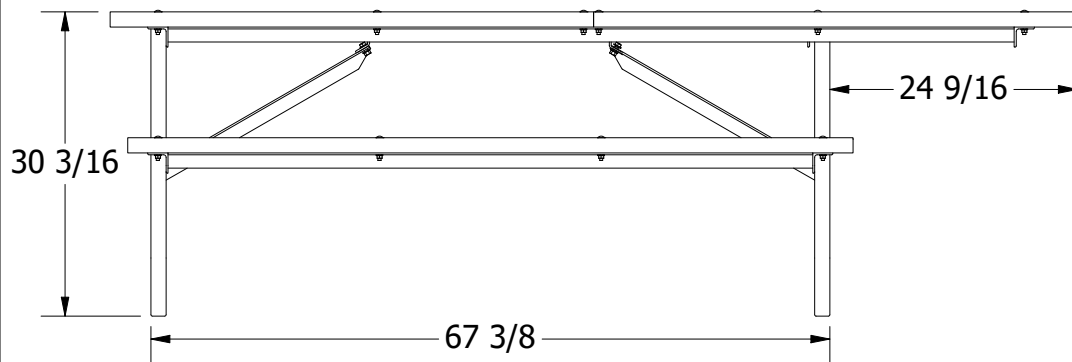
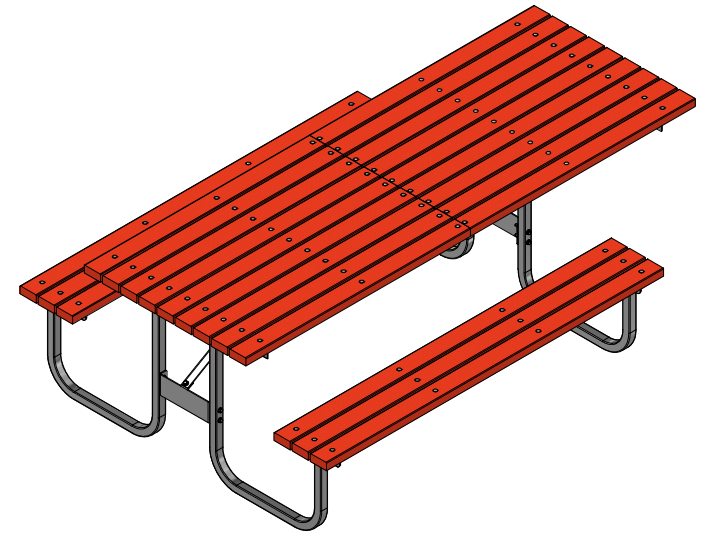
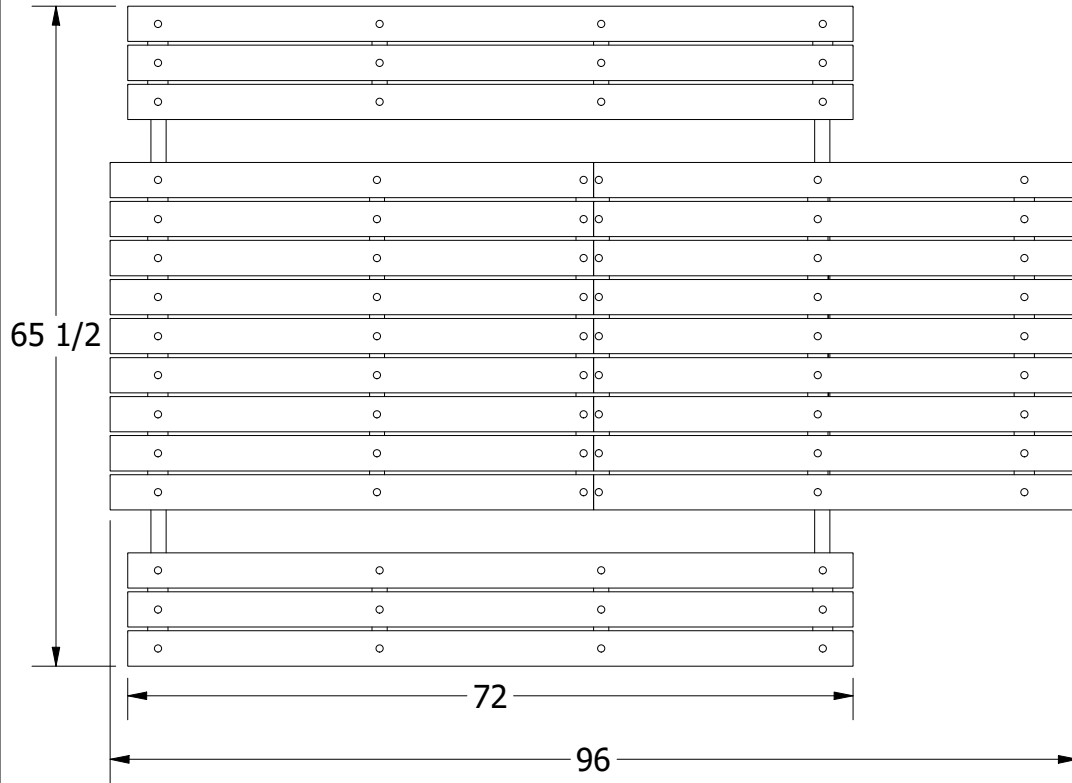
Date :

8/18/2022

Drawn By :

DTB

Salesperson :



Description : Picnic Table, 96" Rectangular ADA

Project # FG4041-RT-72

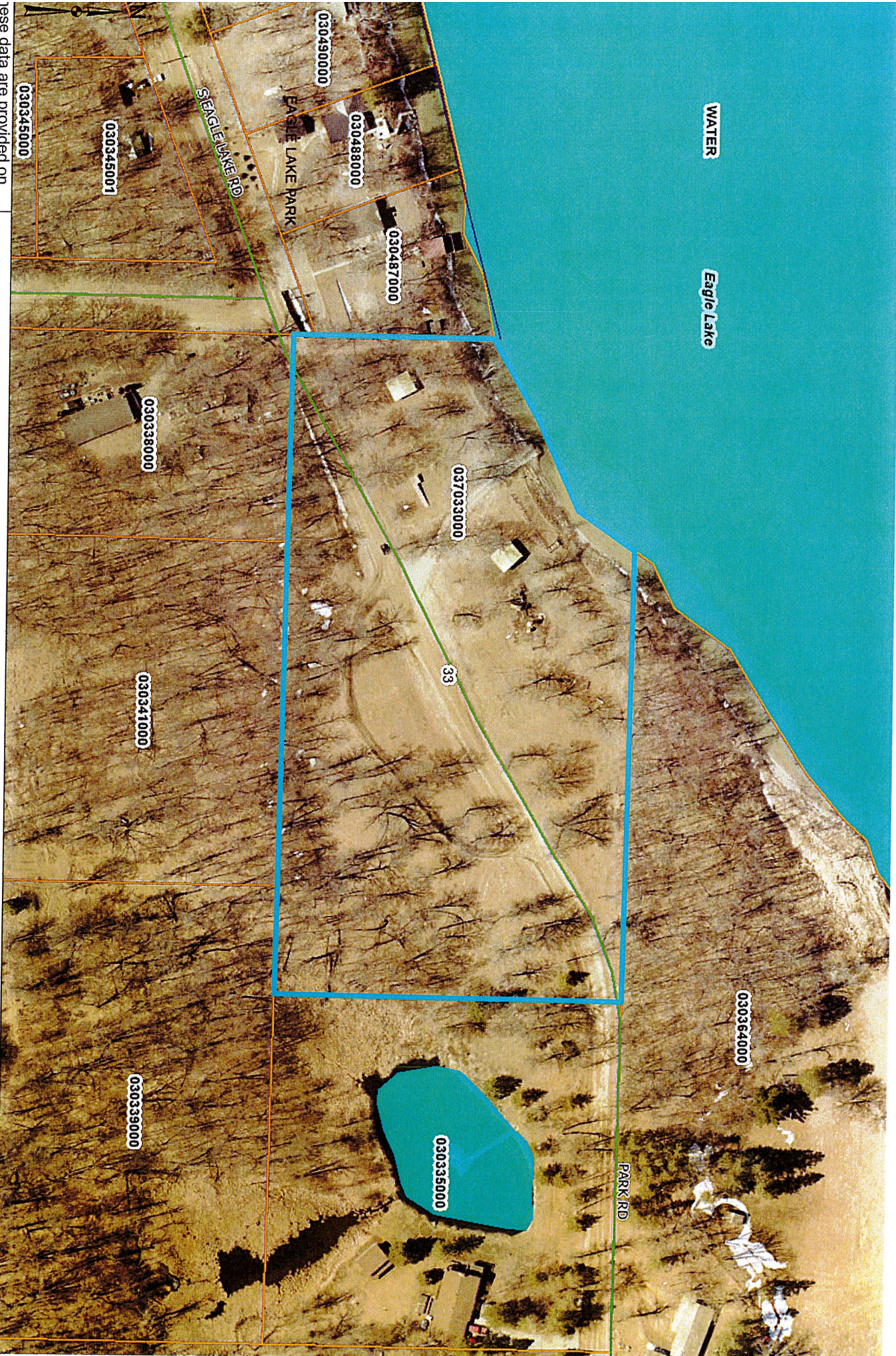
Drawn By :  
DTB

Date :  
8/18/2022

Page :

**RRI** ROUGH RIDER  
INDUSTRIES  
METAL DIVISION  
3303.E MAIN BISMARCK ND 58506





These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

1:2,104

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

Date: 3/11/2025

Becker County





Rural / Exempt / Muni Srv Ent  
 Legal: 33-138-40 PT GOV'T LOT 5; COMM NW COR SE1/4, W 20RDS (330'), S 20RDS (330'), W 40RDS (660'), N 300' TO LK, N AL LK 185', E 475' TO POB; Section 33 Township 138 Range 040

Deed: CITY OF FRAZEE  
 Contract:  
 CID#: 42235  
 DBA:  
 MLS:

Map Area: 0300700-EAGLE LAKE  
 Route: 033-000-000  
 Tax Dist: 0303 BURLINGTON SD23  
 Plat Page:  
 Subdiv: BURLINGTON - EXMPT

Checks/Tags:  
 Lister/Date:  
 Review/Date: WH, 11/29/2019  
 Entry Status: Exterior Review

Land Basis		Front	Rear	Side 1	Side 2	R. Lot	SF	Acres	Depth/Unit	EFFType	Qual./Land	Unit Price	Total	Topo	Econ	Other	\$Adj	Land Total (Rund nearest \$100)	
Unit Site	FF Main	185.00	185.00	1.00	1.00	0.00	185.00	0.000	1.00	Unit 030203 EAG		\$54,500.00	\$54,500	0%	0%	0%	\$0	\$54,500	
	Sub Total						56,889.36	1.306		9999997 ACR		\$0.00	\$71,225	0%	0%	0%	\$0	\$71,200	
	Subtotal						56,889.36	1.306				\$0.00	\$0	0%	0%	0%	\$0	\$0	
	Acre X Rate						138,956.40	3.190		039501 BLDG		\$3,000.00	\$9,570	0%	0%	0%	\$0	\$9,600	
	Subtotal						138,956.40	3.190				\$3,000.00	\$9,570	0%	0%	0%	\$0	\$9,600	
	Grand Total						196,030.76	4.500				\$135,295	\$135,295	0%	0%	0%	\$0	\$135,300	
Street		Utilities																	
Unit Site	FF Main	None	None	None	None	None													
	Acre X Rate	None	None	None	None	None													
	Acre X Rate	None	None	None	None	None													

Sales				Building Permits				Values				
Date	\$ Amount	NUTC	Recording	Date	Number	\$ Amount	Reason	Type	Appraised	B of R	St. Equalized	Pr Yr: 2024
								Land	\$135,300	\$135,300	\$0	\$135,300
								Dwlg	\$13,800	\$13,800	\$0	\$13,800
								Impr	\$149,100	\$149,100	\$0	\$149,100
								Total	\$149,100	\$149,100	\$0	\$149,100





Cadastre Roll Criteria

Assessment roll  Roll level

Transaction type

Inventory Data

PIN 03.7033.000  
 AIN  
 Class Code 1 - Real Property  
 Roll Type Real Property  
 Area Code 001  
 TAG 0303-0303 BURLINGTON SD23  
 Primary Owner CITY OF FRAZEE

Value Groups

Value group type

Code	Description	Type	Link
1	1	Real Property	

Cadastre Values

Expand to Filter Values

Value Group	Class	Value Type	Attribute	Secondary Attribute	Amount
1 - 1	Class	Use Code	956 Muni Srvc Ent		1.00
		State Classification Code	5E-Exempt Properties		1.00
	EMV	EMV Land	Other		\$135,300.00
		EMV Improvement	Other		\$13,800.00
		EMV Total	Other		\$149,100.00
		Total Acres	Other		4.50 Acres
	TMV	TMV Total			0
	NTC	Net Tax Capacity	5E-Exempt Properties		0.00
		NTC before deferred values are removed	5E-Exempt Properties		0.00
	Aggregate Value	EMV	RO EMV Total		
RO Total Acres					4.50 Acres
		Per Acre Value			\$30,100.00
TMV		RO TMV Total			0

**BECKER COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION 03-25-2A**

**Tax Forfeited Land Sale**

**WHEREAS**, parcels of land have forfeited to the State of Minnesota for nonpayment of taxes, these parcels on the list filed with the County Auditor-Treasurer, which are classified as non-conservation and appraised as provided by Section 282.01, Minnesota Statutes, and shall be offered for sale by the County Auditor-Treasurer, said sale to commence at 11:00 AM on Friday, May 2, 2025 and the County Auditor-Treasurer is hereby directed to publish a notice of sale as provided by law and

**WHEREAS**, any parcel of land or lots on the list is subject to withdrawal from the sale by the County Board or County Auditor-Treasurer when it may appear to be in the public interest to do so.

**WHEREAS**, each parcel has an established initial price set by the County Board. All bids must be at or above the initial price.

**THEREFORE, BE IT RESOLVED** that the terms of the public sale shall be cash only. Ten percent (10%) down on the day of the sale plus all costs associated with the sale of said parcels. The balance of the total bid value shall be due within thirty days from the date of the sale.

**BE IT FURTHER RESOLVED** that the total amount of special assessment may be reinstated beginning in 2026, with the first payment due with 2026 real estate taxes. There may be deferred assessments due. All the parcels of the said land shall be offered for sale subject to existing easements or leases, if any. The Zoning Ordinance on file in the office of the County Auditor-Treasurer and recorded in the office of the County Recorder shall apply to sales made above where the lands sold are affected by said ordinance. All County, Township, and or City Zoning Regulations must be adhered to. All lands that do not abut a legalized highway are subject to any and all existing restrictions empowered by statute relating to the expenditure of public lands.

**BE IT FURTHER RESOLVED**, those purchasers of lands herein described shall pay an amount equal to three (3%) percent of the total purchase price at the time of purchase. Said three (3%) percent payment to be forwarded by the County Auditor-Treasurer to the State Treasurer for the tax forfeited land assurance account under the provisions of Chapter 284.28 Sub. 8. A recording fee of \$46.00 shall be charged as well as a fee for a well certificate of \$50.00 at the time of sale for recording of State Deed. All deeds when received from the Tax Commissioner’s Office shall be filed by the County Auditor-Treasurer with the County Recorder’s Office for recording, prior to sending the said deed to purchaser, and the cost of the State Deed and Deed Tax shall be paid by the purchaser at the time of sale.

Duly adopted this 18th day of March 2025, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS  
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith /s/ David Meyer  
Carrie Smith David Meyer  
County Administrator Board Chair

State of Minnesota )  
) ss  
County of Becker )

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held March 18, 2025, as recorded in the record of proceedings.

\_\_\_\_\_  
Carrie Smith  
County Administrator

**NOTICE OF BECKER COUNTY TAX-FORFEITED LAND SALE**  
**Becker County Commissioners Room – Friday, May 2, 2025, 11:00 AM**

Notice is hereby given, that we shall sell to the highest bidder in the Commissioners Room at the Courthouse, 915 Lake Avenue, in the City of Detroit Lakes, County of Becker, Minnesota, the following described parcels of land forfeited to the State of Minnesota for non-payment of taxes, which have been classified and appraised as provided by law. Said sales will be governed as to terms by resolution of the County Board of Commissioners authorizing the same, and shall commence at 11:00 AM on Friday, May 2, 2025.

Mary E. Hendrickson, Becker County Auditor-Treasurer

**Terms of Sale**

- No timber shall be cut, removed, or damaged prior to the County receiving the full purchase price for the parcel.
- All tax forfeit bidders must, between 10:00 AM and 11:00 AM on Friday, May 2, 2025, before the beginning of the land sale, register with County Sale Staff and receive a number for bidding purposes. Registration will require picture identification acceptable to the County.
- The land and improvements are being sold as is and the County makes no warranties as to the condition of any building, wells, septic systems, soils, roads, access, or anything on the tract. The tract is being sold with the understanding that the buyer and seller agree to waive disclosures required under Minnesota Statutes Chapter 513.52 to 513.60, 515B.1-103 and any associated liabilities. No representation is made as to the condition of any structure, their fixtures or contents, or their suitability for any particular use.
- For parcels not already located on or adjacent to a legally established and/or maintained public road, highway, or other access, no governmental entity shall be obligated to establish, construct, or maintain any public road or other access to the parcel, or to increase the maintenance on any existing public road or access to immediately benefit the parcel. No public funds may be spent for surveying or other benefits to the property.
- All parcels offered as Adjacent Owner Only under Chapter 282.03 must be combined with another adjoining parcel.
- All bid raises shall be made on a dollar basis above the total appraised value of the land and timber, but in no case will less than \$25.00 bid raises be considered on parcels less than \$1,000.00; bid raises on parcels over \$1,000.00 must be in \$100.00 increments.
- All land not sold at the initial sale will be offered after thirty days for a minimum bid. The minimum bid amount will be available on the day of the sale.
- Laws 1990, Chapter 594 impose a \$25.00 fee upon purchasers of tax-forfeited land for issuance of the State Tax Deed.
- A state deed tax equal to 0.33% of the basic sale price of a parcel of the tax forfeited land, with a minimum deed tax of \$1.65 shall be paid by the purchaser to the County Auditor-Treasurer.
- Except for land in platted subdivisions and land conveyed for correcting legal descriptions, all deeds requested after August 1, 1991, will contain the following statement: This property is not eligible for enrollment in a state funded program providing compensation for conservation on marginal land and wetlands.
- All sales are final. In cases of payment default, Becker County will retain the down payment (i.e. 10% of minimum bid, etc.) as penalty and damages, and will, at its sole discretion, decide whether the tract(s) will be reoffered to the next highest bidder.
- Becker County does not discriminate based on race, color, national origin, sex, religion, age or disability in employment and the provision of services. Prospective bidders that require special accommodation to participate in this sale should contact the Becker County Auditor-Treasurer Office as soon as possible and more than three working days before the sale. You may write to the Becker County Auditor-Treasurer, 915 Lake Ave, Detroit Lakes, MN 56501 or phone (218) 846-7311
- This land sale list is also available on-line at [www.co.becker.mn.us](http://www.co.becker.mn.us). Click on "Departments", "Natural Resources Management", and then click on "tax-forfeited land sales". (Click on parcel numbers for maps and photos)

**TAX FORFEITED LANDS FOR SALE  
PUBLIC AUCTION  
ADJACENT OWNERS ONLY**

Parcel	Legal Description	Sec/Twp/Rge	Acres	Initial Price	Notes/Property Address
<b>CARSONVILLE TOWNSHIP</b>					
05.0059.000	BEG 700' E OF SW COR OF NE1/4 TH N 150' TH E 100' TH S 150' TH W 100' TO BEG	05-140-37	.37 ±	\$900	
<b>DETROIT TOWNSHIP</b>					
08.0586.000	PT GOVT LOT 7: BEG NW COR SEC 33 TH S 300' & SELY 233' TO POB; TH SLY 400' TO WATERS EDGE ST CLAIR LK, TH SLY, ELY & NLY AL LK TO A POINT SW OF POB, TH NELY 500' TO POB	33-139-41	5.98±	\$8,400	NO LEGAL ACCESS
<b>SUGAR BUSH TOWNSHIP</b>					
32.0272.003	PT NW1/4 NW1/4: COMM SE COR NW1/4 NW1/4, W 275' TO POB; N TO CTR LN CSAH 34, SW AL HWY 40', S TO S LN NW1/4 NW1/4, E 40 TO POB.	32-141-40	.66±	\$4,700	NEW SURVEY \$2,400.00
<b>CITY OF DETROIT LAKES</b>					
49.1996.000	O T OF DETROIT LAKES Block 040 LOT 8		0.09±	\$2,300	703 GRANT ST W
<b>PUBLIC AUCTION TOWNSHIPS</b>					
Parcel	Legal Description	Sec/Twp/Rge	Acres	Initial Price	Notes
<b>BURLINGTON TOWNSHIP</b>					
03.0436.000	BURLINGTON PARK LOT 21 BLOCK 001	28-138-40	1.0±	\$61,500	Homestead form restriction
<b>CARSONVILLE TOWNSHIP</b>					
05.0167.001	PT SE1/4 SE1/4: BEG INT S LN SE1/4 SE1/4 & CTR SH 34, NE 100' AL CTR HWY, NW 275', SW 292' TO S LN, E TO POB	28-140-37	1.20 ±	\$22,000	NEW SURVEY \$3,300.00
<b>SUGAR BUSH TOWNSHIP</b>					
32.0293.325	CHRISTIAN RETREAT AC Block 002 LOT 24	03-141-40	1.0±	\$2,300	
<b>WHITE EARTH TOWNSHIP</b>					
36.0176.000	AUD LOTS 33 & 34	26-142-041	5.80±	\$11,540	Includes Timber Value
36.0177.000	AUD LOTS 36 37 38 39 & 45	26-142-041	15±	\$32,500	Includes Timber Value
36.0179.000	AUD LOT 41	26-142-041	2.0±	\$4,640	Includes Timber Value
36.0305.000	TOWNSITE WHITE EARTH Block 005 LOT 5	23-142-041	1.02±	\$2,200	
36.0308.001	TOWNSITE WHITE EARTH Block 007 LOT 5	23-142-041	1.02±	\$2,200	
<b>PUBLIC AUCTION CITIES</b>					
Parcel	Legal Description	Special Assessments Before Forfeiture	Acres	Initial Price	Notes
<b>CITY OF DETROIT LAKES</b>					
49.2034.000	O T OF DETROIT LAKES Block 049 LOT 14 EX N 10'		0.08±	\$5,700	
<b>CITY OF FRAZEE</b>					
50.0035.000	FRAZEE CITY-AUD PLAT BEG AT SE COR LOT 41 TH N 51 1/4 DEG E 130' N 54.2 DEG W 203.05' S 51 1/4 DEG W 110 FT & S 38.75 DEG E 202 1/2' TO BEG		0.56±	\$50,700	606 MAIN AVE E DEMO COST \$17,500.00

**Becker County Opioid Settlement Project Recommendations**  
**RFP Round Two – March 2025**

**Becker County Public Health**

Category: Prevention

Recommended funding amount: \$36,400.00

Proposed project:

- Continue to purchase the nasal Naloxone for community access through the Naloxone Access Point (NAP). The location of the NAP is at Becker County Human Services and the naloxone is free of charge.
- Facilitate community Naloxone trainings at least quarterly and upon request from community partners/businesses.
- Community outreach and education related to the opioid epidemic.
- Funding media campaigns

**Becker County Human Services-Behavioral Health Unit**

Category: Treatment

Recommended funding amount: \$20,000.00

Proposed project:

- Expand availability of treatment for Opioid Use Disorder (OUD) for the uninsured, underinsured, or those who do not qualify for medical assistance.
- Provide downpayment assistance for individuals needing outpatient treatment but unable to afford the initial \$1000.00 downpayment.
- Provide wrap-around services to individuals with OUD such as funding to address barriers that impact an individual's ability to complete outpatient treatment.

**F5 Project**

Category: Treatment

Recommended funding amount: \$216,500

Proposed project:

- Establish a comprehensive support system for criminal justice-involved individuals who have OUD and co-occurring substance use disorder/mental health, in collaboration with Becker County Probation and Parole.
- Funding for 2 Peer Support Specialists to serve Becker County residents. Provide wrap-around services such as funding for basic needs to improve lives such as stable housing, employment, travel, communication, government identification documents, ect.

**Date:** March 18, 2025  
**To:** Becker County Board of Commissioners  
**From:** Denise Warren, Human Services Director  
**Re:** Personnel Request

**Action Request:** Request to change the part-time Fraud Prevention Investigator position to full-time.

**Justification:** This position investigates welfare fraud in Becker County. This position works to stop fraud before it happens and to collect on fraud that took place. We currently have one part-time position funded primarily by grant dollars and reimbursements. Our State Fraud Prevention Grant amount increased for state fiscal year 2026 (beginning July 1, 2025), allowing for this position to go full-time. The grant increased due to Becker County FPI case numbers being equivalent to the numbers of other full-time employees throughout the state. For the last full fiscal year 2024, we had a Fraud Prevention savings of \$211,296 and criminal overpayments of \$7901.00 as a result of the work attributable to the individual in this position.

**Cost Analysis:**

PT to FT Human Services Fraud Prevention Investigator	2025 COST TO FILL	CURRENT COSTS	2025 BUDGET	2026 Budget
<b>SALARY</b>	\$ 34,403	\$ 23,689	\$47,991	\$72,549
<b>PERA</b>	\$ 2,580	\$ 1,777	\$ 3,599	\$ 5,441
<b>HEALTH</b>	\$ 7,537	\$ 1,200	\$ 4,800	\$ 18,089
<b>FICA</b>	\$ 2,632	\$ 1,812	\$ 3,671	\$ 5,550
<b>SEVERANCE</b>	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 47,152	\$ 28,478	\$ 60,062	\$ 101,630

2025 Year Cost: \$ 15,568

Year Over Year Cost: \$ 41,568

**Cost Explanation:** The cost is due to converting this position to full-time. The current position is funded by Federal and State grant dollars and reimbursements. In the state fiscal year 2024, we received \$47,586 in grant dollars along with \$6,010 in reimbursements. The county share was \$6,466. With the full-time grant and position we would receive grant dollars of \$97,746 plus reimbursements estimated at \$6,010 which would eliminate the county share completely.

**Other Options Explored:**

To leave this position as part-time: We could lose some of the grant funding used for the Fraud Prevention Position, not be able to work all the cases that come in from the workers or the public as referrals and possibly have fraud cases go unrecognized causing benefits to go out that clients were not eligible for as well as the loss of collecting on overpayments.

Replace with two part-time staff: Given the complexity of the learning process and the requirements of this position this would be less productive. This position works closely with law enforcement, business partners, community partners, as well as our internal staff. There are training courses, conferences, and other job requirements that would have to be paid for twice if splitting this position as well as part-time benefits.



# BECKER COUNTY

## *IT Department*

915 Lake Avenue • Detroit Lakes, MN 56501  
218-846-7230

MEMORANDUM FOR ACTION

March 18, 2025

SUBJECT: Computer order

THROUGH: IT Department, Courthouse Committee and Finance Committee

TO: Becker County Commission

1. References:

- a. Laptop computer quote from NOW MICRO MN State Pricing

2. Discussion: New computer purchases

- a. Replace 51 laptops \$1324 = \$67,524
- b. Docking Stations for laptops \$3,075
- c. Total \$63,979

3. Funding

- a. Human Services with a grant will fund for 30 laptops at a cost of \$39,720. IT will fund the 21 laptops at a cost of \$27,804 and 15 docking stations at \$3075 for a total cost of \$30,879 from capital equipment fund for 2025.

Description	Quantity	Unit Cost	Cost
Laptop Total	30	\$1,324.00	\$39,720.00
<b>Human Services Grant Total</b>			<b>\$39,720.00</b>
Docking Stations	15	\$205.00	\$3,075.00
Laptop Total	21	\$1,324.00	\$27,804.00
<b>Non- Grant Total</b>			<b>\$30,879.00</b>
<b>Total Laptops and Docking Stations</b>			<b>\$70,599.00</b>

4. Action – recommend ordering all Laptops and Docking Stations through NOWMICRO

5. The point of contact for this is Judy Dodd, IT Director, 218-846-7200 X7332





# BECKER COUNTY

## Land Use Department

915 Lake Avenue • Detroit Lakes, MN 56501  
218-846-7201

### MEMORANDUM FOR ACTION

**Date:** March 18, 2025

**SUBJECT:** Continued support for a Cooperative Agreement with the City of Detroit Lakes to implement recreational improvements at the Detroit Mountain Recreational Area (DMRA) and the Mountain View Recreation Area (MVRA).

**THROUGH:** Natural Resource Management Committee

**TO:** Becker County Commission

1. **Reference:** Resolution 03-25-2C
2. **Discussion:** DMRA has updated their Master Plan and is planning to apply for grants from the Greater Minnesota Regional Parks and Trails Commission (GMRPTC) to help fund land purchase and site improvements at the DMRA and the MVRA.

#### **Master Plan DMRA Improvements**

- Additional Land Acquisition
- Campground and overnight Accommodations
- Parking Lot Improvements
- Nordic Ski Center
- Trail Enhancements and Expansion
- Main Lodge Improvements and Expansion
- Ski Lift & Rope Tow Improvements
- Heartland State Trail to DMRA Spur Trail
- MVRA Trail Connection

#### **Master Plan MVRA Improvements:**

- Parking Lot Paving & Stripping
- Additional Trailhead Kiosk
- Improved Site Furnishings
- Parking Lot Lighting
- Monument Signage

3. **Funding:** N/A

4. **Action Request:** Approve Resolution 03-25-2C

5. The point of contact for this memorandum is [Steve.Skoog@co.becker.mn.us](mailto:Steve.Skoog@co.becker.mn.us) or by phone at 846-7310.

Distribution: County Commissioners  
County Administrator

**BECKER COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION 03-25-2C**

**CONTINUING COUNTY SUPPORT FOR A COOPERATIVE AGREEMENT WITH  
DETROIT LAKES TO DEVELOP AND IMPLEMENT RECREATIONAL AND  
FACILITY IMPROVEMENTS AT DETROIT MOUNTAIN RECREATION AREA AND  
THE MOUNTAIN VIEW RECREATION AREA**

**WHEREAS**, On July 5, 2016, the County Board approved beginning negotiations with representatives from the City of Detroit Lakes and Detroit Mountain Recreation Area for the purpose of developing a Cooperative Agreement to Develop and Implement Recreational and Facility Improvements at Detroit Mountain Recreation Area and Mountain View Recreation Area.

**WHEREAS**, On July 25, 2016, Representative from DMRA, the City of Detroit Lakes and the County met and discussed the draft Cooperative Agreement and made recommended changes to the document for County Board consideration.

**WHEREAS**, A 20 year cooperative agreement to develop and implement recreational and facility improvements at Detroit Mountain Recreation Area and Mountain View Recreation Area was signed by the City of Detroit Lakes and Becker County on August 2, 2016.

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Becker County, Minnesota, approves of the Cooperative Agreement with Detroit Lakes and grants continuing support for the purpose of developing and implementing recreational and facility improvements at Detroit Mountain Area and Mountain View Recreation Area.

COUNTY BOARD OF COMMISSIONERS  
Becker County, Minnesota

ATTEST:

/s/  
Carrie Smith  
County Administrator

/s/  
David Meyer  
Board Chair

State of Minnesota    )  
                                  ) ss  
County of Becker     )

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held March 18, 2025 as recorded in the record of proceedings.

\_\_\_\_\_  
Carrie Smith  
County Administrator

**BECKER COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION 03-25-2C**

**CONTINUING COUNTY SUPPORT FOR A COOPERATIVE AGREEMENT WITH  
DETROIT LAKES TO DEVELOP AND IMPLEMENT RECREATIONAL AND  
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COUNTY BOARD OF COMMISSIONERS  
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith  
Carrie Smith  
County Administrator

/s/ David Meyer  
David Meyer  
Board Chair

State of Minnesota    )  
                                  ) ss  
County of Becker     )

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held March 18th, 2025 as recorded in the record of proceedings.

\_\_\_\_\_  
Carrie Smith  
County Administrator



# BECKER COUNTY

HIGHWAY DEPARTMENT

1771 North Tower Rd • Detroit Lakes, MN 56501

218-847-4463

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## REQUEST FOR PROPOSALS HEARTLAND TRAIL TRAIL ROUTING STUDY March 18, 2025

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### PROJECT OVERVIEW

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Becker County is seeking proposals from interested consulting engineering firms for professional services to complete a Trail Routing Study for a segment of the future Heartland Trail in Becker County, specifically from the Dunton Locks Bike Path (which runs from Detroit Lakes to the Dunton Locks County Park) to the intersection of Becker County Hwy's #22 & #17 in Shoreham. The study will review three possible routes and recommend one route after completing the study, the three options are:

1. State Highway #59
2. West Lake Drive/County Highway #22
3. One Additional Route To Be Considered

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This project will be funded by local sources and a grant from the Partnership for Health.

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### SCOPE OF REQUIRED SERVICES

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#### Project Management and Coordination:

1. Meet with project partners for a project kick off meeting. Remote virtual meetings are allowed.
2. Preparation of monthly progress reports.
3. Documented travel and expense receipts, preparing and submitting invoices for reimbursement.
4. Facilitate at least one public input meeting of the routing study before August 31, 2025.
5. Provide updates and participate in meetings with the Becker County Recreational Advisory Committee.

#### Existing and Planned Conditions

1. The Consultant shall conduct a desktop analysis to gather all existing features in the study area, these features should include, but not limited to the following:
  - a. Wetlands
  - b. Rivers, lakes, streams, drainage ditches, etc.
  - c. Roadways and the associated right of way
  - d. Driveways and public pathways
  - e. Railroads and railroad crossings
  - f. Bridge locations and roadway underpasses.
  - g. Above ground utilities and buried utilities that can be identified (electrical service, fiber optic

- cable, natural gas lines, city water and sewer lines).
- h. Land ownership and property boundaries, section and quarter section lines.
- i. Parks and nature reserves.
- j. Bicycle, snowmobile, and pedestrian facilities (shared use paths, sidewalks, bike lanes, and designated snowmobile paths.
- k. Jurisdictional boundaries (city and township)
- l. Identify current property zoning status

Becker County, the City of Detroit Lakes, and the Minnesota Department of Transportation have some of the above information available and can provide the Consultant with the available information upon request. Other non-existing datasets necessary to accomplish the goals of this analysis will need to be developed by the Consultant. Engineering services such as surveying and geotechnical analysis will not be eligible for reimbursement.

Since the study area includes the music fest grounds for WE Fest, the Consultant should research and take into consideration the impact that music fests may have on the proposed public bike path route. Additionally, the Consultant will need to identify future possible bike path connector locations along the proposed route.

Since the Heartland Trail is required to accommodate snowmobiles, it is important to understand where snowmobiles are prohibited, and alternative routes will need to be identified which would be separate from the proposed Trail area.

## **PROJECT SCHEDULE**

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Proposal Due	April 11, 2025
Contract Award	April 25, 2025
Plan Development	May - September 2025
Public Input Meeting	Before August 31, 2025
Final Draft of Trail Study	September 30, 2025
Presentation to the Becker County RAC	September 2025
Presentation to the Becker County Board of Commissioners	September 2025

## **PROPOSAL CONTENT**

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The following will be considered minimum contents of the proposal and must be submitted in the order listed:

- A statement of the objectives, goals and tasks to show the firm’s understanding of the nature of the project.
- A description of the deliverables to be provided by the firm.
- An outline of the firm’s background and experience, with examples of:
  - Similar trail design work is performed in accordance with the desired standards.
  - List personnel who will perform tasks on the project detailing their training, work experience and licensure.
- The project manager assigned to the project must be stated in the proposal and shall continue as such throughout the project, as long as he/she is still employed by the firm. No change in other key personnel assigned to the project will be permitted without the written approval of the agency project manager.

- Project/client references detailing similar types of project(s), contact information for the project manager/client and any special features of the project.
- A detailed work plan that identifies the major tasks to be accomplished.
- Timeline for completion, which is to be used as a scheduling and managing tool.
- A detailed cost breakdown of the tasks to be performed, with a breakout of the hours for each employee per work task identified. The consultant will show the hourly rate for each employee category and will also breakout/list any direct expenses. The consultant will indicate any assumptions made (e.g., number of meetings, number of drafts, subconsultants needed, etc.) and include this information with the cost proposal. Total dollar amounts for each work task and deliverable shall also be shown, as well as total dollar cost for the entire project. The total dollar cost provided will be the basis for determining contract not to exceed amount.

## **INSTRUCTIONS FOR SUBMITTING PROPOSALS**

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Proposals shall be submitted in a written format and submitted to the Becker County Engineer. Proposals may be submitted as an electronic document (WORD or pdf) or paper.

Electronic documents shall be sent to: [jim.olson@co.becker.mn.us](mailto:jim.olson@co.becker.mn.us)

Paper documents shall be sent to: Jim Olson, P.E.  
County Engineer  
Becker County Highway Department  
1771 North Tower Rd  
Detroit Lakes, MN 56501-3128

The proposal shall be submitted to the Becker County Engineer on or before 4:00 pm April 11, 2025. The selected consultant shall provide:

- Standard Form of Agreement (subject to review and approval of Becker County).
- Certificate of Insurance listing Becker County as Additional Insured.
- Worker's Compensation Certificate.

Becker County reserves the right to reject any or all submittals presented. There is no expressed or implied obligation for Becker County to reimburse responding firms for any expenses incurred in the preparation or delivery of submittals for this request. Receipt of proposals does not obligate Becker County to hire a consulting firm.

All information submitted to the Becker County Engineer's office will be considered public information in accordance with Minnesota statutes' governing data practices. Upon submission, proposals become the property of the County and will not be returned to proposers.

## RESPONSE EVALUATIONS

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The factors and weighting of which proposals will be judged are broke down in the following table:

Rating Factor	Weighting Percentage
Understanding of Project Objectives	20%
Key project staff's work experience with similar / related projects	30%
Detailed work Plan, with detailed schedule and personnel assignments	25%
Cost Detail	25%

## CONTACT INFORMATION

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Questions shall be directed to the Becker County Engineer:

Jim Olson, P.E.  
County Engineer  
Becker County Highway Department  
1771 North Tower Rd  
Detroit Lakes, MN 56501-3128  
(218) 847-4463 Ext. 4106  
E-mail: [jim.olson@co.becker.mn.us](mailto:jim.olson@co.becker.mn.us)



**Memorandum of Agreement Between  
Partnership4Health Community Health Board  
And  
Becker County, Minnesota**

This agreement is made between Partnership4Health Community Health Board (hereinafter referred to as P4HCHB) located at 715 North 11th Street, Suite 303, Moorhead, Minnesota and Becker County, Minnesota, located at 915 Lake Ave, Detroit Lakes, MN 56501.

**WHEREAS**, P4HCHB has been awarded a Statewide Health Improvement Partnership (SHIP) Grant to convene, coordinate, and implement evidence-based strategies targeted at reducing the percentage of Minnesotans who are obese or overweight and at reducing the use of tobacco and exposure;

**WHEREAS**, P4HCHB is the designated lead agency with authority to execute the project administration, management, implementation, and reporting responsibilities for the SHIP grant;

**WHEREAS**, Clay County Public Health (CCPH) is the fiscal agent for P4HCHB located at 715 North 11th Street, Suite 303, Moorhead, Minnesota 56560;

**WHEREAS**, P4HCHB desires to enter into an agreement with Becker County, Minnesota to perform designated SHIP services with expected deliverables; and

**WHEREAS**, Partner represents that it is duly qualified and willing to perform the services set forth herein.

**PURPOSE**

The purpose of this agreement is to clearly identify the roles and responsibilities of each party as part of the Statewide Health Improvement Partnership (SHIP) grant, P4HCHB is inviting Becker County to partner with PartnerSHIP 4 Health staff to create a Heartland Trail Corridor Study for Becker County, MN.

**1. TERMS & SCOPE**

**P4H CHB will:**

- Reimburse Becker County, Minnesota up to \$15,000.00 for services rendered to create a Heartland Trail Corridor Study for Becker County, MN.
- Disperse funds to Becker County within 30 days of receipt of invoice.
- Collaborate with Becker County and its chosen consultant in the creation of the Heartland Trail Corridor Study, including appointing Patrick Hollister of PartnerSHIP 4 Health to serve on the Committee for the project

**Becker County, Minnesota will:**

- Hire a consultant of its own choosing to complete a Heartland Trail Corridor Study as outlined below;
- Submit an invoice to Clay County Public Health finance director with appropriate documentation within 15 days of completion of project to receive the P4HCHB contribution of \$15,000.00 towards payment to the consultant.
- Submit Partnering Organization Agreement by March 31, 2025;
- Project Kick-Off. Becker County shall invite PartnerSHIP 4 Health, MnDOT, and the City of Detroit Lakes to assign representatives to an Advisory Committee for the Corridor Study. Becker County staff will then meet with representatives of the aforementioned groups and other stakeholders (hereinafter known as "the Committee") to confirm the scope of the Heartland Trail Corridor Study. (After Becker County has invited the aforementioned groups to provide representation on the Committee, if one or more groups either fail to respond or decline the invitation, Becker County shall nonetheless be considered to have complied with this requirement);
- Becker County will facilitate at least one public input meeting in Becker County by August 31, 2025, for the Heartland Trail Corridor Study. After the public input meeting, Becker County will revise the Heartland Trail Corridor Study and other materials as appropriate based upon public input and consultation with the Committee. As needed, Becker County will meet with the Committee before and after the public input meeting for consultation and guidance;
- Becker County will provide a Heartland Trail Corridor Study to the Committee by September 30, 2025, that shall at a minimum include maps, drawings, and recommendations for a new Heartland Trail segment within Becker County. Becker County's chosen consultant shall present the final Corridor Study at a Becker County Board meeting by September 30, 2025;
- Becker County will e-mail an electronic version (such as a PDF) of all materials created, including the final Heartland Trail Corridor Study, to PartnerSHIP 4 Health by September 30, 2025. All materials created and submitted by Becker County's chosen consultant in relation to the Heartland Trail Corridor Study shall become property of P4HCHB and Becker County.

**2. DURATION OF AGREEMENT**

This project agreement shall be effective on day of signing by both parties and shall remain in effect until October 31, 2025.

All work by Becker County’s consultant shall be completed and delivered by September 30, 2025.

**3. AWARD/COMPENSATION**

The total obligation to Becker County to complete the Heartland Trail Corridor Study in an amount not to exceed **\$15,000**.

**Invoicing and Payment:**

Becker County will be reimbursed for their contractor’s services on a lump sum basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost. Mileage will be billed at the current allowable IRS rate for business miles.

The project and scope of services include both time and expenses and are not to exceed \$15,000.00.

It is understood that if the scope or extent of work changes, the cost may be adjusted accordingly. Before any out-of-scope work is initiated, a budget revision request for the new work will be submitted and work will not begin until authorized by PartnerSHIP 4 Health staff .

E-mail, mail or deliver invoice and supporting documentation to:

Clay County Public Health Finance

715 11th Street North, Suite 303

Moorhead, MN 56560

[Sherri.farwell@claycountymn.gov](mailto:Sherri.farwell@claycountymn.gov)

- a. A copy of each invoice with supporting documentation will also be submitted to [jason.bergstrand@claycountymn.gov](mailto:jason.bergstrand@claycountymn.gov) and [rory.beil@claycountymn.gov](mailto:rory.beil@claycountymn.gov)
- b. Invoices must be submitted monthly. All invoices are due within 15 days of the ending date of the reporting period.
- c. Payments will be made within forty-five (45) days after CCPH’s receipt of a properly submitted invoice. All questions regarding invoice payment shall be directed to the CCPH Finance Assistant.

The authorized contact person for Becker County, Minnesota

Jim Olson P.E.

County Engineer

Becker County Highway Department 1771 Tower Road  
Detroit Lakes, MN 56501  
Jim Olson  
[jim.olson@co.becker.mn.us](mailto:jim.olson@co.becker.mn.us)

#### **4. INDEMNIFICATION AND INSURANCE**

Indemnification. Partner agrees to defend, indemnify, and hold P4HCHB, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of third party claims alleging any act or omission on the part of the Partner, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Partner or the subcontractors, partners, or independent contractors or any of their agents or employees under the Agreement.

Indemnification by P4HCHB. P4HCHB agrees that Partner, and its subcontractors, will not be liable for and P4HCHB agrees to defend, indemnify and hold harmless Partner, and its subcontractors, from and against all liabilities, claims, actions, expenses (including attorney's fees and costs relating to the investigation of any such claims, actions or proceedings), obligations, losses, fines, penalties and assessments resulting from or arising out of third party claims alleging any act or omission on the part of P4HCHB, but only to the extent P4HCHB is liable.

Insurance: Partner shall, at its own cost and expense, maintain the following insurance coverage in full force and effect throughout the term of this Agreement:

- a. Workers' Compensation Insurance, as may be from time to time required under applicable federal laws and the laws of the State(s) or country in which the Services are performed; (Does not apply if not employees)
- b. Employers Liability Insurance, with limits of not less than \$500,000 each claim, and \$1,500,000 per wrongful act limit- each employee; (Does not apply if not employees)
- c. Commercial General Liability Insurance (including contractual liability to cover the indemnity provisions set forth in this Agreement) with limits of not less than \$1,500,000 each occurrence (including personal and advertising injury); and
- d. Automobile Liability Insurance (including owned, non-owned and hired) with limits of not less than \$500,000 per claim and occurrence limit of \$1,000,000.

#### **5. TERMINATION**

This contract agreement can be terminated or canceled if any of the following occur:

- Either party may cancel this project agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party;
- If Becker County, Minnesota fails to comply with the provisions of this project agreement, P4HCHB may terminate this project agreement without prejudice and if determined non-compliant with the obligation, have the right to recover any money previously paid. The termination shall be effective three business days after P4HCHB mails, by certified mail, return receipt requested, written notice of termination to the Becker County, Minnesota of this agreement;
- Either party may cancel this project agreement at any time in the event grant funding is lost or becomes unavailable for any reason upon three (3) days' written notice to the other party.

**6. EFFECTIVE DATE AND SIGNATURE**

This contract shall be effective upon the signature of both parties authorized officials and will replace all current existing contracts between the parties. It shall be in force through October 31<sup>st</sup>, 2025.

In Witness whereof, the parties have executed this Contractor Agreement on the date(s) indicated below.

\_\_\_\_\_  
 Partnership4Health, CHS Administrator  
 Jody Lien

\_\_\_\_\_  
 Becker County Engineer  
 Jim Olson P.E.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

## **Attachment 1**

### **Bike Fleet Training Deliverables/Workplan Summary**

#### **PartnerSHIP 4 Health Deliverables:**

- Determine what school districts have the greatest/immediate bike fleet needs (Perham, and Underwood.);
- Make the initial contact with the school district bike fleet contact person to determine readiness and interest;
- Provide funding for preparation, onsite training, travel, and follow up;
- Provide funding for PE substitute teacher pay so PE teacher can fully participate in training offered.

#### **New York Mills School Deliverables:**

- Make the second contact and will offer the following dependent on needs and interests (see list below);
- Deliver bike fleet education and service to 2 school districts between April 1 and June 30, 2025;
- Complete two visits/three hours each to develop implementation and sustainability plan for using the school's bike fleet;

- Provide a brief email summary of accomplishments/challenges/highlights from visits to Karen Nitzkowski [knitzkowski@gmail.com](mailto:knitzkowski@gmail.com) & Jason Bergstrand [jason.bergstrand@claycountymn.gov](mailto:jason.bergstrand@claycountymn.gov)

### **First visit**

Menu of topics to cover:

- Meet with PE teacher & administration (administration needs to be supportive)
- Ask if any grades do STEM (getting classroom teachers to buy in)
- Check to see if police chief/county deputies are interested in helping.
- Check to see if Ag/Industrial Arts teachers are interested in helping with maintenance.
- What community members are bike/outdoor enthusiasts?
- Talk about videos we watch and go over for safety.
- Are any Para's willing to help?
- Talk about letter to send home with students for parents.
- Talk to PE teacher about talking to students if anyone does not know how to ride a bike.
- Look at bike fleet (see what age groups would be appropriate for the bikes).
- Go for bike ride around town.
- Look at parking lots for bike training.
- Ask if they need handicap bikes?

### **Second Visit**

- Meet with grade, watch video on safety and discuss.
- Do safety training. (Set up parking lot)
- Go for a bike ride around town.
- Provide recommendations to achieve future success.
- Assist school district with sustainability plan document.



# BECKER COUNTY

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7311

## MEMORANDUM FOR ACTION

Date: March 18, 2025

SUBJECT: Approve Spring 2025 Timber Auction Tracts

TO: Becker County Board of Commissioners

1. Discussion: Approve 15 Timber Sale Tracts to be offered at the May 2nd Timber Auction. Total acres offered are 449 acres. Total cords offered are 9,270. Appraised value of \$151,140.00. THPO and SHPO have reviewed and approved all 15 timber tracts.
2. Action request: Seeking a motion to approve 15 tracts to be offered at the spring 2025 timber auction.
4. The point of contact for this memorandum is Mitch Lundeen/Steve Skoog

Distribution: Board of Commissioners, County Administrator





## **Becker County Natural Resources Management Department**

**Natural Resources Management Supervisor:** Mitch Lundeen

**Foresters:** John Vaida, Erick Barthel

1771 N Tower Road, Detroit Lakes, MN 56501

Phone (218) 847-0099

Web: [www.co.becker.mn.us](http://www.co.becker.mn.us)

E-mail: [mitch.lundeen@co.becker.mn.us](mailto:mitch.lundeen@co.becker.mn.us)

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### **BECKER COUNTY TIMBER SALE**

**Friday, May 2nd, 2025- 9:00 AM**

#### ***Notice of Sale of Stumpage on Tax-Forfeited Lands Becker County Courthouse Commissioners' Room***

Notice is hereby given that timber will be offered for sale at public oral auction, pursuant to the provisions of Minnesota Statutes 282.04, Chapter 355, Laws of 1941, on tax forfeited lands, at **9:00 a.m.** in the Commissioners' Room at the **Becker County Courthouse, 915 Lake Avenue, Detroit Lakes, Minnesota, on Friday, May 2nd, 2025.** Timber will be sold to the highest bidder at no less than the appraised value, and in conformity with forest practices as outlined on the Appraisal and Timber Sale Contract.

**Bidding will be on a percentage basis and the percentage increase shall apply to all items listed on the sale. Bidding will be by oral bid only and in multiples of two percent (2%) unless otherwise stated.**

Bids will not be accepted by any individual with a delinquent or uncollectible timber sale account with any county, state, or federal agency, or from any bidder involved in a pending timber trespass case with any county, state or federal agency. Becker County considers any account over thirty days past due as delinquent.

If the sale of a tract of timber is rejected, cancelled or nullified by the County for any reason attributable to the successful purchaser, or if the successful purchaser fails to pay the required down payment on any tract(s) purchased on the day of sale, the tract(s) may, at the discretion of the County, be offered to the next highest bidder, if that bidder is otherwise eligible to purchase. If the tract of timber received only one bid for the appraised price, and that purchaser is then determined to be ineligible, the sale will be rejected and the tract will be offered at the next Becker County timber auction. If a sale of timber is rejected, cancelled or nullified for any reason attributable to the successful purchaser, that purchaser shall be prohibited from bidding at the next Becker County timber auction.

#### **Bidding Eligibility**

- ✓ Intermediate auction sales are limited to individuals/companies with 20 or fewer employees.
- ✓ Regular auction sales are not limited by size of business.
- ✓ A single individual or company may purchase as many as two (2) tracts in the first round of bidding, and then are prohibited from bidding on remaining tracts in that round. Tracts not sold in the first round of bidding will be offered in a second round. There is no limit on the number of tracts an individual/company may purchase in the second round of bidding. Any tracts unsold after the second round of bidding will be offered in a third round, again without limit to the number of tracts that may be purchased. Tracts not sold at public auction will be available for Section-One purchase immediately following the auction.
- ✓ No bidder may act in any capacity on behalf of a non-qualifying operation for the purpose of procuring rights to timber from Becker County.

## **Transfer of Sales**

- ✓ Auction tracts are nontransferable without written approval from the Becker County Land Commissioner.

## **Responsibilities**

- ✓ Examination of sale sites, cutting regulations, and access to sites are the bidder's responsibility. Submission of a bid reflects that the operator understands the sale regulations, site conditions, and has secured access to the site.
- ✓ Purchaser is responsible for all obligations associated with the permit.

## **Payment for Timber**

- ✓ The purchaser is required to pay a 25% down payment on the day of the auction sale. Failure to do so will forfeit the bidder's rights to the sale and the bidder will NOT be allowed to bid on any subsequent auction tracts at the next county auction. This also applies to sales partitioned into and sold as separate cutting blocks. The 25% is calculated on the entire sale and will be applied to the final cutting block. The balance of the sale value must be paid before any timber can be cut. This also includes partitioned sales. A permit to cut and remove the timber from the land will be issued to the person in whose name the bid was made after payment in full. The sale administrator may permit the purchaser to enter unpaid blocks and cut necessary timber incidental to developing logging roads as may be needed to log other blocks, provided that no timber may be removed from an unpaid block until separately scaled and paid for.
- ✓ The 25% down payment will be forfeited if the timber is not cut in the allotted time frame and the permit is not properly extended.

## **Permit Expiration**

- ✓ All permits will expire on the date stated. Extensions may be granted under certain circumstances. In this case, payment of 25% of the appraised balance of the sale, to be applied toward the balance of the sale is mandatory plus an extension fee of an additional 10% of the uncut balance.

## **Additional Information**

- ✓ Becker County reserves the right to reject any and all bids and to withdraw any tract from sale prior to auction thereof.
- ✓ The successful purchaser authorizes Becker County to review load records for all loads hauled to a consumer – regardless of the origin of the wood.
- ✓ Any sales or parts of sales scaled and sold-as-appraised will not be adjusted or re-appraised after the sale.
- ✓ Measurement of cut products shall be in accordance with State regulations as prescribed in Minnesota Statute 282.04. Final settlement of each timber sale will be on the basis of the scale of all cut products, unless specifically stated otherwise. Further, bidders agree to follow the attached cutting regulations.

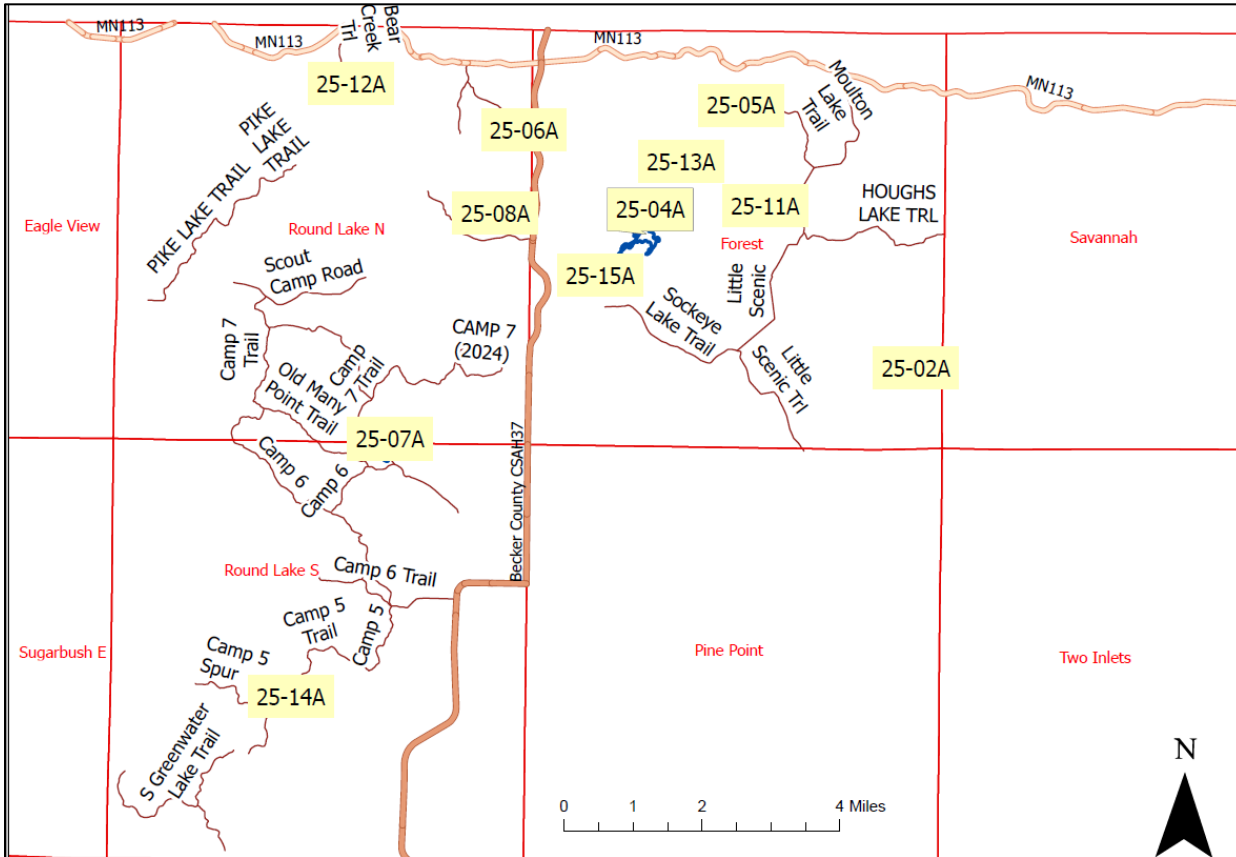
**Following is a list of lands upon which the timber is located, the estimated quantities of timber offered, and the appraised prices. The successful bidder will be required to pay 25% of the appraised value at the time of the auction sale. Payment required listed after each tract.**

**Summary of Timber Tracts Offered - Spring Auction - May 2, 2025- 9:00 am**

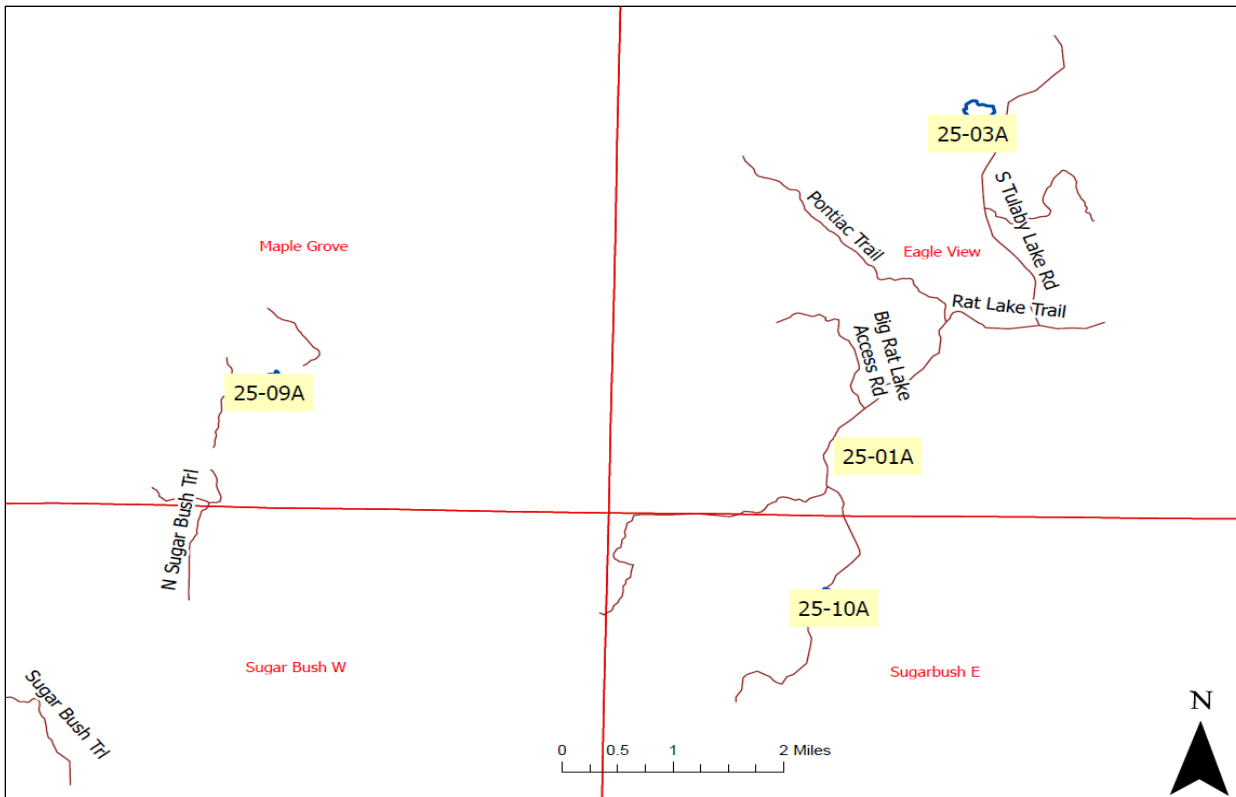
TRACT #	PROJECT #	PERMIT #	TOWNSHIP DESCRIPTION SECTION-TWP-RANGE	ACRES	SPECIES	CORDS	TOTAL CORDS	APPRAISED VALUE	25% DOWN PAYMENT
1	FH-24-25	25-01A	Eagleview SE1/4 NW1/4 & SW1/4 NE1/4 SW1/4 OF NW1/4 33-142-39	65.5	OAK, RED-BOLTS OAK, RED-PULP BASSWOOD-MIXED ASPEN-MIXED SUGAR MAPLE-MIXED BIRCH-MIXED	120 325 110 550 75 260	1440	\$ 22,750.00	\$ 5,687.50
2	FH-24-361	25-02A	Forest SW1/4, N1/2 SE1/4, S1/2 SE1/4 N1/2 NE1/4 25 & 36-142-37	27.2	ASPEN-MIXED BIRCH-MIXED	780 35	815	\$ 15,170.00	\$ 3,792.50
3	FH-24-24	25-03A	Eagleview W1/2 OF SW1/4 NE1/4 OF SW1/4 SE1/4 SW1/4 NW1/4 OF NW1/4 10 & 15-142-39	54.6	OAK, RED-BOLTS OAK, RED-PULP ASPEN-MIXED BASSWOOD-MIXED SUGAR MAPLE-MIXED	225 450 100 40 30	845	\$ 14,445.00	\$ 3,611.25
4	FH-24-22	25-04A	FOREST E1/2 NW1/4, NW1/4 NE1/4, E1/2 NE1/4 W1/2 SE1/4 E1/2 SE1/4; SW1/4 NE1/4; SW1/4 NW1/4 LESS 3.6 AC; NW1/4 SW1/4 17-142-37 20-142-37	56.2	ASPEN-MIXED BIRCH-MIXED PINE, NORWAY-BOLTS PINE, NORWAY-PULP OAK-MIXED PINE, JACK - BOLTS PINE, JACK - PULP SPRUCE, WHITE-MIXED	340 20 50 100 150 50 100 40	850	\$ 13,860.00	\$ 3,465.00
5	FH-25-367	25-05A	FOREST S1/2 NW1/4 AND W1/2 SE1/4 N1/2 NW1/4 NE1/4 NE1/4 10 & 9-142-37	28.3	ASPEN-MIXED BIRCH-MIXED SPRUCE, WHITE-MIXED PINE, NORWAY- MIXED PINE, JACK-MIXED	600 20 60 40 5	725	\$ 12,510.00	\$ 3,127.50
6	FH-25-369	25-06A	ROUND LAKE NORTH S1/2 NE1/4 N1/2 SE1/4 12-142-38	25.8	ASPEN-MIXED BIRCH-MIXED PINE, JACK-MIXED SPRUCE, WHITE-MIXED	660 5 15 5	685	\$ 12,720.00	\$ 3,180.00
7	FH-24-364	25-07A	ROUND LAKE NORTH & SOUTH S1/2 SE1/4, N1/2 SE1/4, SW1/4 SW1/4 34 & 35-142-38 SE1/4 NE1/4 3-141-38	27.5	ASPEN-MIXED BIRCH-MIXED BALSAM FIR- MIXED SPRUCE, WHITE-MIXED PINE, JACK- MIXED	580 20 80 20 15	715	\$ 11,870.00	\$ 2,967.50
8	FH-24-365	25-08A	ROUND LAKE NORTH E1/2 SW1/4 13-142-38	17.4	ASPEN-MIXED BIRCH-MIXED NORTH HARDWOOD-MIXED	370 80 20	470	\$ 8,030.00	\$ 2,007.50
9	FH-24-363	25-09A	MAPLE GROVE NE1/4 SE1/4 SE1/4 SE1/4 28-142-40	17.2	ASPEN-MIXED OAK-MIXED BIRCH-MIXED	200 230 45	475	\$ 7,930.00	\$ 1,982.50
10	FH-24-362	25-10A	SUGAR BUSH E W 30 AC OF SW1/4 OF SW1/4 SE1/4 OF SE1/4 4 & 5-141-39	21.1	OAK-MIXED ASPEN-MIXED BIRCH-MIXED PINE, NORWAY-MIXED BASSWOOD-MIXED	270 140 35 25 15	485	\$ 7,635.00	\$ 1,908.75
11	FH-24-366	25-11A	FOREST LOTS 1 & 2 AND SE1/4 NW1/4 E1/2 SW1/4 W1/2 SW1/4 15-142-37	31.2	ASPEN-MIXED BIRCH-MIXED BALSAM FIR- MIXED SPRUCE, WHITE-MIXED PINE, NORWAY - BOLTS PINE, NORWAY - PULP NORTH HARDWOOD-MIXED	240 200 5 10 10 5 10	480	\$ 7,155.00	\$ 1,788.75
12	FH-24-20	25-12A	ROUND LAKE NORTH E1/2 SW1/4 11-12-1941 3-142-38	28.3	ASPEN-MIXED ASH- MIXED SUGAR MAPLE-MIXED BASSWOOD-MIXED	130 130 150 170	580	\$ 6,630.00	\$ 1,657.50
13	FH-24-360	25-13A	FOREST NW1/4 NW1/4 16-142-37 W1/2 SW1/4, SE1/4 SW1/4 AND SW1/4 SE1/4 9-142-37	19.4	ASPEN-MIXED BIRCH-MIXED BALSAM FIR- MIXED PINE, JACK-MIXED SPRUCE, WHITE-MIXED	200 15 10 40 5	270	\$ 4,440.00	\$ 1,100.00
14	FH-24-23	25-14A	ROUND LAKE SOUTH SW1/4 NE1/4 AND SE1/4 NW1/4 NE1/4 SW1/4 AND NW1/4 SE1/4 21-141-38	17.2	ASPEN-MIXED OAK-MIXED BASSWOOD-MIXED BIRCH-MIXED	120 100 20 60	300	\$ 4,420.00	\$ 1,105.00
15	FH-25-368	25-15A	FOREST SW1/4 NW1/4, W1/2 SW1/4 20-142-37	12.5	ASPEN-MIXED PINE, JACK-MIXED BIRCH-MIXED	25 80 30	135	\$ 1,575.00	\$ 393.75
				Total Acres			Total Cords	Appraised TOTAL	25% Appraised Total
<b>TOTALS</b>				<b>449.4</b>			<b>9270</b>	<b>\$ 151,140.00</b>	<b>\$ 37,775.00</b>

# Spring 2025 Timber Sale Tracts Map

East



West





# BECKER COUNTY

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7311

## MEMORANDUM FOR ACTION

Date: March 18, 2025

SUBJECT: Approve Landowner Agreement and Certificate of Inclusion with DNR

TO: Becker County Board of Commissioners

1. Discussion:

Becker County NRM Department is requesting to be included in an agreement with MN DNR for a Bat Habitat Conservation Plan. The intent of this agreement protects the NRM department by allowing for incidental take of such federally protected bat species. Signing this agreement indicates that we agree to protect and buffer known occupied maternity bat roost areas and hibernaculum's. Becker County will also be required to annually report to MNDNR any findings or incidental take occurrences on Becker County Tax Forfeited Managed Lands.

The agreement does not change our overall management and timber harvesting goals. 11 other county land departments are entering into this agreement with MNDNR.

2. Funding: NA

3. Action request: Approve and authorize Becker County Land Commissioner to sign the Landowner Enrollment Agreement with MN DNR.

4. The point of contact for this memorandum is Mitch Lundeen/Steve Skoog

Distribution: Board of Commissioners, County Administrator

## Lake States Forest Management Bat Habitat Conservation Plan

### Landowner Agreement and Certificate of Inclusion

#### 1.0 Landowner Information

Landowner: **Becker County Natural Resources Management**

Landowner Contact: **Mitch Lundeen, Land Commissioner**

Address: **1771 North Tower Road, Detroit Lakes, MN 56501-7025**

Phone: **218-847-0099**

Email: **mitch.lundeen@co.becker.mn.us**

#### 1.1 Description of Enrolled Lands

The lands covered by this Landowner Agreement are delineated on Exhibit A, *Location of Enrolled Lands*, attached hereto. The forestlands enrolled total 59,700 acres and comprise approximately 12% coniferous forests and 88% deciduous or mixed forest. Any overlap between the enrolled forestlands and covered bat hibernacula or known roost trees are depicted in the selected exhibits below. These exhibits may be revised by the Minnesota Department of Natural Resources (DNR) if new information available on the location of covered bat hibernacula or known roost trees in the vicinity of enrolled lands, according to the process described in the HCP chapter 5.5.2.

- Exhibit B, *Locations within the Enrolled Property that Overlap with the 150-foot Buffer of a Known, Occupied Maternity Roost.*
- Exhibit C, *Locations within the Enrolled Property that Overlap with the 0.25-mile Buffer of a Known Hibernaculum.*
- Exhibit D, *Locations within the Enrolled Property that Overlap with the 2.5-mile Buffer of a Known Hibernaculum.*

#### 2.0 Covered Species

This Landowner Agreement, through the Certificate of Inclusion (Section 12.0) and General Permit 35141 (provided separately), provides federal and state incidental take coverage for the endangered or threatened Indiana bat (*Myotis sodalis*), little brown bat (*Myotis lucifugus*), northern long-eared bat (*Myotis septentrionalis*), and tricolored bat (*Perimyotis subflavus*) to the Landowner for the activities described in Section 4.0, Covered Activities, as described in the *Lake States Forest Management Bat Habitat Conservation Plan* (Lake States HCP).

This Landowner Agreement and Certificate of Inclusion and General Permit 35141 does not cover any other state or federally listed threatened or endangered species except the four bat species

listed above. Environmental compliance needs for all any other protected species will need to be pursued separately, in consultation with the appropriate state or federal wildlife agency.

### 3.0 Covered Activities

Upon full execution of this Landowner Agreement, the Landowner will receive incidental take coverage for covered bat species for the below-selected activities on enrolled lands so long as those activities are implemented consistent with this agreement.

- ☒ Conduct a maximum of 79,800 acres of timber harvest on enrolled lands over the duration of this Landowner Agreement with a maximum of 8,000 acres of timber harvest occurring in any 5-year period. Covered forest management activities include the regeneration and intermediate harvest, salvage/sanitation, and the construction of temporary roads associated with timber harvests.
- ☒ Conduct a maximum 1,920 acres of forested prescribed fire and firebreak creation over the duration of this Agreement with a maximum of 200 acres of prescribed fire and firebreak creation occurring in any 5-year period.
- ☒ Counties only: Construct and maintain permanent roads and trails for forest management access and public recreation on county land. This includes routine maintenance such as removing hazard trees, cutting or trimming trees to maintain or widen the road corridor, and removing trees to install or maintain culverts and bridges. Conduct a maximum of 2,253 miles of county forest road and trail construction and maintenance over the duration of this Landowner Agreement with a maximum of 181 miles of county forest road and trail construction and maintenance occurring in any 5-year period.

### 4.0 Required Conservation Actions

Upon full execution of this Landowner Agreement, the landowner will conduct the conservation actions indicated below when conducting covered activities on the enrolled lands.

- ☒ **Implement Minnesota Forest Resources Council Site Level Retention Guidelines in Forest Habitat.** Program participants must implement the applicable guidelines established in *Sustaining Minnesota Forest Resources: Voluntary Site-Level Forest Management Guidelines for Landowner's, Loggers and Resource Managers* (Minnesota Forest Resources Council 2013, and subsequent versions over the course of this Agreement). The guidelines guide forest management activities, including retention of features that provide bat habitat. Because the guidelines are designed with inherent flexibility in how they are applied, program participants retain flexibility on how to apply them in the most appropriate way. The Site Level Guideline topics that are most pertinent for bat habitat management are those related to snag retention, percent of harvest unit to remain as reserve areas, retention tree patch/clump location and size, riparian corridor tree retention, and cavity trees. A summary of Minnesota's retention guidelines is provided below.
  - Snag Retention: For even-aged harvests, leave all snags possible standing in the general harvest area. Retain at least 6 trees per acre to develop into large old trees to complete their natural lifespan. Species retention should consider wildlife preference values. For



**Lake States Forest Management Bat Habitat Conservation Plan**  
Landowner Agreement and Certificate of Inclusion

uneven-aged harvests, be sure that the remaining stand includes a minimum of 6 cavity trees, potential cavity trees and/or snags per acre.

- **Percent of Harvest to Remain in Uncut Patches (reserve areas):** For all harvests, retain either 6–12 leave trees per acre or 5% of stand area in leave tree clumps with at least 80 square feet per acre (ft<sup>2</sup>/acre) of basal area.
- **Retention Tree Patch Size:** For all harvests, retention tree patches will vary in size, with a minimum of 0.25 acre per clump. The basal area is not to be reduced below 80 ft<sup>2</sup>/acre in trees 6 inches diameter at breast height (dbh) or larger to retain the functionality of the clump. Retain at least 6 trees per acre to develop into large old trees to complete their natural lifespan.
- **Retention Tree Patch Location:** For all harvests, retention tree patches are to be distributed in a configuration that achieves wildlife and silvicultural objectives and maintains efficient harvesting operations. Leave tree patches should center around or coincide with such features as non-open water wetlands and seasonal ponds; one or more large (>18 inches dbh) active den trees or cavity trees; mast trees; preferred tree species (such as large white pine); raptor nests or rookeries; and sensitive communities or sites. To retain the functionality of the clump, do not reduce the basal area below 80 ft<sup>2</sup>/acre in trees 6 inches dbh or larger.
- **Riparian Corridor Tree Retention:** For all harvests, center retention patched around or coincide with such features as non-open water wetlands and seasonal ponds. The riparian management zone (RMZ) (defined portion of the riparian area adjacent to a stream, lake, or open water wetland) guidelines include retaining a minimum of 60 ft<sup>2</sup> basal area per acre distributed relatively continuously in the RMZ, creating or retaining at least 4 leave logs per acre in harvested portions of the RMZ, and avoiding creating greater than 5% exposed mineral soil in filter strips and RMZs.
- **Other Preferred Retention Tree Characteristics:** For all harvests, retain some snags and trees with cavities on a site or maintain the potential to produce such as a stand grows and develops. Center or coincide leave tree clumps around features such as: mast trees, preferred tree species based on longevity, wind firmness, and cavity potential (white pine, oaks, elms, ashes, sugar maple, yellow birch, basswood, and aspen), and sensitive communities or sites. To retain the functionality of the clump, do not reduce the basal area below 80 ft<sup>2</sup>/acre in trees 6 inches dbh or larger. Avoid isolating or eliminating populations of tree species at the edge of their range. Favor such species by promoting natural regeneration (as leave trees) or through other suitable methods to perpetuate them on site. Provide for perpetuation of genetic diversity within tree species and maximization the potential for tree species to shift their geographic ranges in response to possible rapid climatic changes.

**Protect known occupied maternity roost trees.** Program participants that own land with or within 150-feet of a known occupied maternity roost trees as indicated in Exhibit B must protect those features (check if applicable).



**Lake States Forest Management Bat Habitat Conservation Plan**  
Landowner Agreement and Certificate of Inclusion

- For the locations indicated in Exhibit B, *Locations within the Enrolled Property that Overlap with the 150-foot Buffer of a Known, Occupied Maternity Roost*, avoid tree cutting activities year-round.

**Protect known hibernacula entrances.** Program participants that own land within 0.25 miles of a known hibernacula entrances as indicated in Exhibit C must protect those features (check if applicable).

- For the locations indicated in Exhibit C, *Locations within the Enrolled Property that Overlap with the 0.25-mile Buffer of a Known Hibernaculum*, avoid timber harvests and disturbance from noise (85 decibels at a distance of 50 feet), such as pile-driving and explosions, year-round. If needed for improving habitat for covered bats, timber harvest may be allowed in conjunction with Minnesota Department of Natural Resources (DNR) with written approval and explicit expression of the habitat management need and objective. Entry to the hibernaculum will be limited to DNR staff or other qualified individuals conducting activities for the benefit of covered species.

**Minimize impacts of prescribed fire on roosting and hibernating bats.** Program participants planning to conduct prescribed burning on enrolled lands must follow all applicable measures, as indicated by a checked box below.

- For the locations indicated in Exhibit B, *Locations within the Enrolled Property that Overlap with the 150-foot Buffer of a Known, Occupied Maternity Roost*, avoid prescribed burns between June 1 and July 31.
- For the locations indicated in Exhibit C, *Locations within the Enrolled Property that Overlap with the 0.25-mile Buffer of a Known Hibernaculum*, fire intensity must be reduced between April 15 and May 14, and between August 16 and October 15 unless the fire prescription is needed to create high-quality habitat for bats.
- Ensure wind will carry smoke away from the entrance(s) of any known hibernacula.

**Minimize impacts on roosting and hibernating bats from maintenance and construction of county forest roads and trails.** As part of the Landowner Enrollment Program, county program participants planning to maintain and construct county forest roads and trails must follow all applicable measures, indicated by a checked box, listed below.

Maintenance of Existing County Forest Roads and Trails

- For the locations identified in Exhibit B, *Locations within the Enrolled Property that Overlap with the 150-foot Buffer of a Known, Occupied Maternity Roost*, avoid tree removal between April 15 and October 15.
- For the locations indicated in Exhibit C, *Locations within the Enrolled Property that Overlap with the 0.25-mile Buffer of a Known Hibernaculum*, avoid tree removal unless tree removal is necessary for hazard trees or road maintenance for public safety, in which case it will occur when impacts are lowest (i.e., between November 1 and March 15, or between May 15 and June 1) if possible (however, hazard tree removal and maintenance needed for public safety can occur anytime).

**Lake States Forest Management Bat Habitat Conservation Plan**  
Landowner Agreement and Certificate of Inclusion

- ☒ For the locations indicated in Exhibit D, *Locations within the Enrolled Property that Overlap with the 2.5-mile Buffer of a Known Hibernaculum*, no tree removal will occur between August 16 and October 15, or between April 15 and May 14.
- ☒ For activities associated with existing culverts greater than 36 inches in diameter or bridges during the active season (spring, summer, or fall), the structure must be inspected to determine the presence or absence of covered bat species. If covered species are absent from the structure, no additional conservation measures are required. If covered species are present, additional consultation with USFWS is required for the activity to proceed during the active season.

Construction of New County Forest Roads and Trails

- ☒ For the locations identified in Exhibit B, *Locations within the Enrolled Property that Overlap with the 150-foot Buffer of a Known, Occupied Maternity Roost*, avoid building new roads or trails.
- ☒ For the locations identified in Exhibit C, *Locations within the Enrolled Property that Overlap with the 0.25-mile Buffer of a Known Hibernaculum*, avoid building new roads or trails.
- ☒ For the locations indicated in Exhibit D, *Locations within the Enrolled Property that Overlap with the 2.5-mile Buffer of a Known Hibernaculum*, avoid tree removal between August 16 and October 15, and between April 15 and May 14.
- ☒ No removal of trees that are 9 inches dbh or greater between June 1 and July 31. If a large-diameter tree (i.e., a tree with a 9-inch dbh or greater) must be removed between June 1 and July 31, a survey can be done to ascertain whether the tree is occupied by a covered species.
- ☒ For activities associated with existing culverts greater than 36 inches in diameter or bridges during the active season (spring, summer, or fall), the structure must be inspected to determine the presence or absence of covered bat species. If covered species are absent from the structure, no additional conservation measures are required. If covered species are present, additional consultation with USFWS is required for the activity to proceed during the active season.

## 5.0 Annual Compliance Reporting

The Landowner will fill out and submit Exhibit E, *Landowner Enrollment Program Annual Compliance Report*, to DNR summarizing covered activities and conservation actions implemented on the property over the previous year. The annual compliance reporting period is July 1 through June 30, and the Landowner Enrollment Program Annual Compliance Report will be submitted to DNR by September 30 of the same year.

The landowner will allow DNR staff to inspect the site as needed to confirm that conservation measures have been implemented and maintained consistent with this Landowner Agreement, the Lake States HCP, and U.S. Fish and Wildlife Service (the Service) incidental take permit. DNR will provide a 30-day notice prior to inspection. Inspections will only take place in limited circumstances such as (but not limited to) the Landowner's annual report demonstrates non-

compliance, DNR is notified that the Landowner is not in compliance, or at the Landowner's request.

The information provided in the Landowner Enrollment Program Annual Compliance Report will be included in DNR's annual report, which will be submitted annually to the Service in compliance with the Lake States HCP and incidental take permit.

## **6.0 Landowner Agreement and Certificate Duration**

The duration of this Landowner Agreement will be from the date of the last signature and will automatically continue to be in effect for as long as the terms of the Landowner Agreement are met, unless terminated by either party. The Certificate of Inclusion issued is included with this Landowner Agreement. The associated DNR general permit #35141 will be provided separately. The DNR general permit will be renewed or updated to account for any changes in the listing status of bats in Minnesota as described in the general permit. A new copy of the general permit will be provided to enrolled landowners anytime it is renewed or updated.

## **7.0 Noncompliance**

Incidental take coverage provided under the Landowner Enrollment Program is available only to the extent that program participants are in full compliance with all relevant program requirements, the conservation actions identified by DNR, and all other applicable legal requirements (50 CFR Section 13.48).

If DNR becomes aware that the conservation actions described herein (and consistent with HCP Appendix B, Section B.2.3, *Landowner Enrollment Program Conservation Actions*), are not being implemented as directed (e.g., through failure to report acres of harvest annually or through failure to self-report full compliance with the conservation activities required by permit), DNR will provide reasonable notice to the program participant along with an opportunity to rectify the effects of the breach. DNR will provide notice to the program participant (e.g., written notice through certified mail) within 30 days of discovering the violation and will notify the Service of noncompliance via email. The program participant will have 60 days to reply to the noncompliance notice, including plans to rectify the noncompliance. If the program participant fails to rectify, DNR will suspend or revoke program participation. DNR will revoke participation in the program (i.e., HCP incidental take coverage) if a participant fails to comply with program conditions and is unable or unwilling to take appropriate corrective actions.

## **8.0 Modifications, Termination, and Transferability**

### **8.1 Modifications**

The Landowner Agreement and the Certificate of Inclusion may be modified or amended by the Landowner or DNR in accordance with all applicable legal requirements in force at the time of the amendment, including, but not limited to, the Endangered Species Act, National Environmental Policy Act, and Service permit regulations (50 CFR Parts 13 and 17). Any party to this Landowner Agreement may propose modifications (e.g., changes to covered acres, property description) by providing written notice to the other parties explaining the proposed modification and the reasons for the modification. Approval of a modification will require the written consent of the DNR and the

Landowner. Any proposed modification to the Landowner Agreement will be considered effective as of the date that all affected parties have agreed in writing to the modification. Any modification or amendment to this Landowner Agreement must be in writing and will not be effective until it has been approved by the authorized parties or their successors.

## **8.2 Termination**

DNR or the Landowner may terminate the Landowner Agreement at any time prior to the expiration date through written notification. Reasons for termination may include Landowner noncompliance, property sale, or the Landowner no longer requiring incidental take coverage. The Landowner is responsible for implementing all applicable conservation measures up until the time the Landowner Agreement is terminated.

## **8.3 Transferability**

The Landowner Agreement and Certificate of Inclusion are nontransferable.

## **9.0 Other Measures**

### **9.1 Liability**

Each party will be responsible for its own acts and behavior and the results thereof. The Minnesota Tort Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the State's liability.

### **9.2 Dispute Resolution**

All parties to this Landowner Agreement agree to work together in good faith to resolve any disputes using dispute resolution procedures agreed upon by all parties.

### **9.3 No Third-Party Beneficiaries**

This Landowner Agreement does not create any new right or interest in any member of the public as a third-party beneficiary, nor does it authorize anyone not a party to this Landowner Agreement to maintain a suit for personal injuries or damages pursuant to the provisions of this Landowner Agreement. The duties, obligations, and responsibilities of the parties to this Landowner Agreement with respect to any third-party shall remain as imposed under existing law.

## **10.0 State-Required Contractual Provisions**

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision

to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

All data about known roost trees or hibernaculum shall be secure from unauthorized use and disclosure under this Agreement. Enrollees will be responsible for ensuring secure and proper handling by its employees, subcontractors and authorized agents of Protected Data maintained or disclosed on behalf of the DNR.

The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to add data created, collected, received, stored, used, maintained, or disseminated by the parties under this Landowner Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

## **11.0 Contact Information**

Communication, reports, and correspondence required by this Landowner Agreement should be directed to the addresses below. Names and addresses may be changed upon written notice to all parties.

Landowner Contact: **Mitch Lundeen, Land Commissioner - Becker County Natural Resources Management**

Address: **1771 North Tower Road, Detroit Lakes, MN 56501-7025**

Phone: **218-847-0099**

Email: **[mitch.lundeen@co.becker.mn.us](mailto:mitch.lundeen@co.becker.mn.us)**

Permittee: **Minnesota Department of Natural Resources:**

Landowner Enrollment Program Contact: **Curt Westerman**

Phone: **218-203-4420**

Email: **[curt.westerman@state.mn.us](mailto:curt.westerman@state.mn.us)**

Certificate of Inclusion and General Permit Contact: **Lacy Levine**

Phone: **651-259-5265**

Email: **[lacy.levine@state.mn.us](mailto:lacy.levine@state.mn.us)**

Address: **500 Lafayette Road, Box 25 St. Paul, MN 55155**

## 12.0 Certificate of Inclusion

This certifies that the enrolled lands of the Landowner are included within the scope of the Section 10(a) (1)(A) ESPER0220777 issued by the Service expiring on 01-30-2073 under the authority of Section 10(a)(1)(A) of the Endangered Species Act of 1973, as amended. By entering into this Landowner Agreement with DNR and complying with the terms of the Lake States HCP and incidental take permit, the undersigned Landowner is authorized to carry out the covered activities described in the Landowner Agreement as provided for in Lakes States HCP, Chapter 4, *Potential Effects of Covered Activities*. When performing covered activities, incidental take coverage for covered species is extended to the recipient as described in 50 CFR 13.25(d) and (e). This incidental take coverage is specifically conditioned upon the recipient's compliance with this Landowner Agreement and, by extension, compliance with the Lake States HCP and incidental take permit.

These authorizations and assurances expire on 01-30-2073.

IN WITNESS WHEREOF, each party hereto has caused this Landowner Agreement and Certificate of Inclusion to be executed by an authorized official on the day and year of the final signature as set forth below.

LANDOWNER

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

AUTHORIZING PARTY

Minnesota Department of Natural Resources

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## 13.0 Designated Landowner Representative Agreement

Landowner Name: \_\_\_\_\_

Landowner Representative Name: \_\_\_\_\_

Land Units Leased: \_\_\_\_\_

Tract/Parcel: \_\_\_\_\_

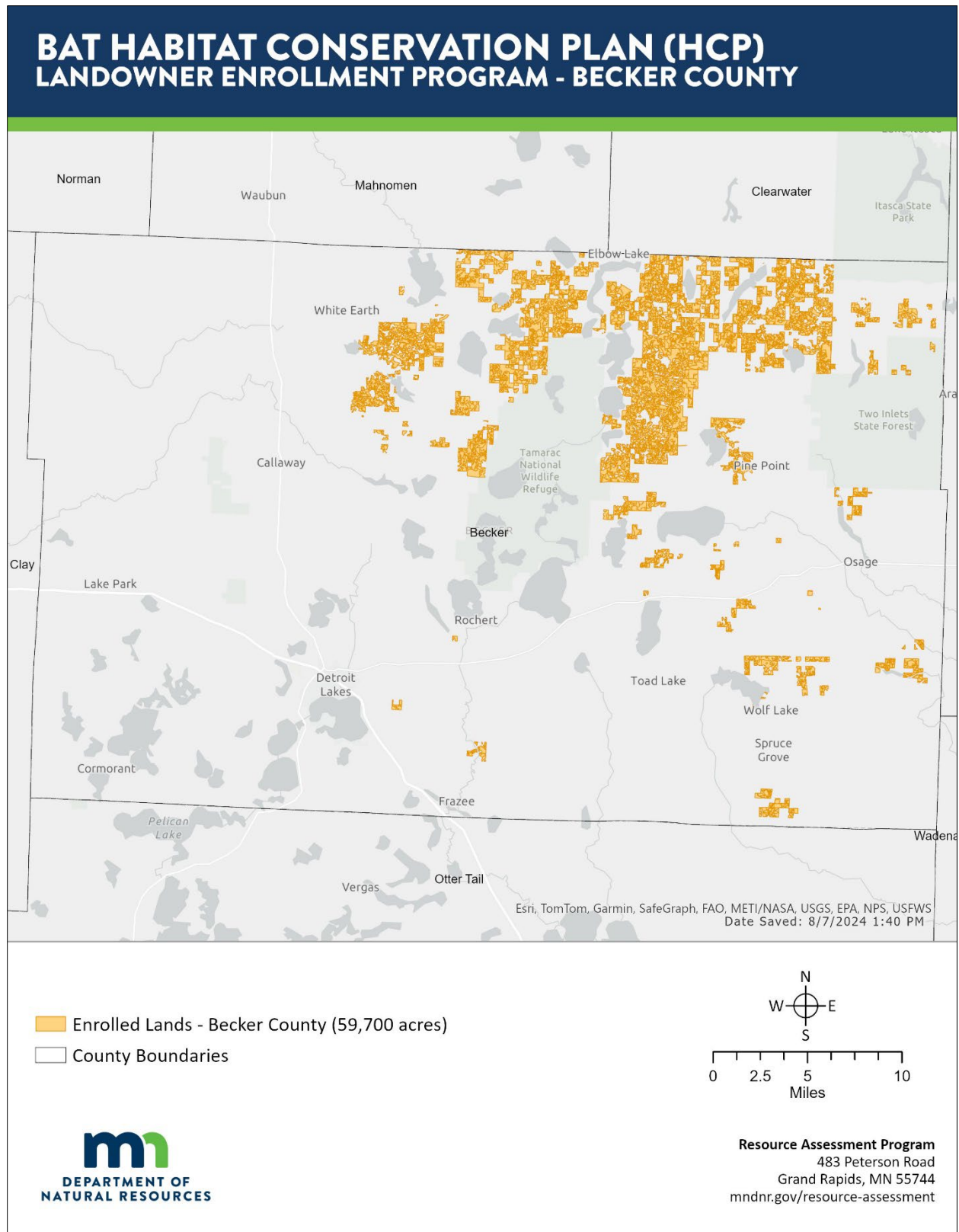
Acres: \_\_\_\_\_

For the above-described land unit that I own, I hereby certify that the above participant will have control of this land for the purpose of satisfying the terms and conditions of this Landowner Agreement. The participant has my permission to work with DNR and to conduct timber harvest and/or prescribed fire and perform obligations on my land as described under this Landowner Agreement.

\_\_\_\_\_  
Landowner's Signature

\_\_\_\_\_  
Date

## Exhibit A: Location of Enrolled Lands





**Exhibit B: Locations within the Enrolled Property that Overlap with the 150-Foot Buffer of a Known, Occupied Maternity Roost**

None currently.

**Exhibit C: Locations within the Enrolled Property that Overlap with the 0.25-Mile Buffer of a Known Hibernaculum**

None currently.

**Exhibit D: Locations within the Enrolled Property that Overlap with the 2.5-Mile Buffer of a Known Hibernaculum**

None currently.

**Exhibit E: Landowner Enrollment Program Annual Compliance Report**

An example Annual Compliance Report is shown on the following pages.

## Landowner Enrollment Program Annual Compliance Report

This Landowner Enrollment Program Annual Compliance Report must be filled out and submitted to the Minnesota Department of Natural Resources (DNR) annually, even if to report no activities were implemented. Covered activities and conservation actions that were implemented on the property between July 1 and June 30 (i.e., the reporting period) will be described in this report. The report is due to DNR by September 30 of the same year.

Please complete Boxes A through C below and then submit via email to [bathcp.dnr@minnesota.gov](mailto:bathcp.dnr@minnesota.gov) or via post to:

Bat HCP Coordinator  
Minnesota Department of Natural Resources  
500 Lafayette Road  
Saint Paul, MN 55155

### Box A: Landowner Information

BOX A: LANDOWNER INFORMATION	
1. Landowner name or point of contact*	
2. Mailing address	
3. Email	
4. Phone	
5. Landowner Agreement number*	
6. Total number of acres of forestlands enrolled*	

\*This can be found within, and should match, what is in the Landowner Agreement.

## Box B. Covered Activities Conducted

BOX B. Covered Activities Conducted					
Provide the number of acres for each activity conducted during the reporting period in deciduous and mixed forest types, coniferous forest types, and the total.					
<ul style="list-style-type: none"> <li>If no activities were implemented, please enter zeros in the table below and consider the form complete; there is no need to proceed to <b>Box C</b>.</li> <li>If at least one activity was completed during the reporting period, please go to <b>Box C</b> once the below table is complete.</li> </ul>					
Covered Activity <sup>1</sup>		Deciduous and Mixed Forest Types <sup>2</sup>	Coniferous Forest Types <sup>3</sup>	Total	
Timber Harvest (acres)	Regeneration				
	Intermediate				
	Salvage/Sanitation				
Prescribed Burn and Firebreaks (acres)					
County Forest Roads (miles)	Maintenance				
	New Construction				
County Forest Trails <sup>4</sup> (miles)	Maintenance				
	New Construction				

<sup>1</sup> See the glossary at the end of this document for the definition of each covered activity.

<sup>2</sup> Deciduous and mixed forest types are dominated by the following tree species: oak/pine, oak/hickory, maple/beech/birch, aspen/birch, other hardwoods, and elm/ash/cottonwood.

<sup>3</sup> Coniferous forest types are dominated by the following tree species: red/jack pine, spruce/fir (upland and lowland), other eastern softwoods, Scotch pine, Norway spruce, aspen/birch, and exotic hardwoods (tree of heaven, princess tree, Norway maple, and Siberian elm).

<sup>4</sup> Only counties can cover forest road and forest trail construction and maintenance, when the forest road or forest trail is in service of forest management or recreational activities.

## Box C: Conservation Actions

### BOX C: CONSERVATION ACTIONS

Confirm that each of the following conservation actions\* were implemented during the reporting period (July 1 through June 30). Starting with Item 1, respond to the question, and follow the corresponding instructions until you have entirely completed Box C. Please note,

- Yes = The conservation action was fully implemented.
- No = The conservation action was not fully implemented (only part or none of it was implemented). If this is the case, then a reason must be provided as to why the action was not implemented.

\*\*See Appendix B, *Landowner Enrollment Program*, of the Lake States HCP for more information about the conservation actions listed below.

#### All Covered Species Known Occupied Maternity Roost Conservation Actions

1. Is a known occupied maternity roost located on the enrolled lands or within 150 feet for northern long-eared, little brown, or tricolored bat roost, or Indiana bat roost?  **Yes.** Go to *Item 2*.  
 **No.** Go to *Item 18*.

2. Is this a new location identified during this reporting period?  **Yes.** Go to *Item 3*.  
 **No.** Go to *Item 4*.

3. Please provide global positioning system (GPS) coordinates of location (decimal degrees) and then go to *Item 4*.

Latitude:

Longitude:

4. For the enrolled lands identified on Landowner Agreement Exhibit B,<sup>1</sup> was timber harvest avoided year-round?  **Yes.** Go to *Item 6*.  
 **No.** State reason under *Item 5*.

5. Provide reason why No. 4 was not implemented. Go to *Item 6*.

6. For the enrolled lands identified in Landowner Agreement Exhibit B,<sup>1</sup> were all prescribed burns conducted between August 1 and May 31?  **Yes.** Go to *Item 8*.  
 **No.** State reason under *Item 7*.

7. Provide reason why No. 6 was not implemented. Go to *Item 8*.

8. If you are a county applicant proceed to *Item 9*, otherwise go to *Item 13*.

9. For the enrolled lands identified on Landowner Agreement Exhibit B,<sup>1</sup> did all tree removal associated with county forest road maintenance occur between October 16 and April 14?  **Yes.** Go to *Item 11*.  
 **No.** State reason under *Item 10*.

10. Provide reason why No. 9 was not implemented. Go to *Item 11*.

11. For the enrolled lands identified on Landowner Agreement Exhibit B, <sup>1</sup> was the building of new forest roads or trails avoided?	<input type="checkbox"/> <b>Yes.</b> Go to <i>Item 18</i> . <input type="checkbox"/> <b>No.</b> State reason under <i>Item 12</i> .	
12. Provide reason why No. 11 was not implemented. Go to <i>Item 13</i> .		
13. Were all county forest road or trail construction and maintenance projects that involved bridges or existing culverts (> than 36 inches in diameter) conducted during the winter (November 1 through March 15)?	<input type="checkbox"/> <b>Yes.</b> Go to <i>Item 18</i> . <input type="checkbox"/> <b>No.</b> Go to <i>Item 14</i> .	
14. Were bat roost surveys conducted at each bridge or existing culvert (> than 36 inches in diameter) for all county forest road or trail construction and maintenance projects that occurred during the active bat season (March 16 through October 31)?	<input type="checkbox"/> <b>Yes.</b> Go to <i>Item 16</i> and provide survey report(s) as an attachment to this compliance report. <input type="checkbox"/> <b>No.</b> Go to <i>Item 15</i> .	
15. Provide project name(s) and reason(s) why bat roost surveys were not conducted at each bridge and existing culvert greater (> than 36 inches in diameter).		
16. For any bat roost surveys that documented use (see Item 14 above), was the U.S. Fish and Wildlife Service consulted?	<input type="checkbox"/> <b>Yes.</b> Go to <i>Item 18</i> . <input type="checkbox"/> <b>No.</b> Go to <i>Item 17</i> .	
17. Provide project name(s) and reason(s) why the U.S. Fish and Wildlife Service was not consulted for projects where bat roost surveys documented bat use. Go to <i>Item 18</i> .		
<b>Hibernacula Conservation Actions</b>		
18. Is a known occupied hibernaculum located on the enrolled lands or within 0.25 mile for any covered bats (Indiana, northern long-eared, little brown, or tricolored)?	<input type="checkbox"/> <b>Yes.</b> Go to <i>Item 19</i> . <input type="checkbox"/> <b>No.</b> Go to <i>Item 34</i> .	
19. Is this a new location identified during this reporting period?	<input type="checkbox"/> <b>Yes.</b> Go to <i>Item 20</i> . <input type="checkbox"/> <b>No.</b> Go to <i>Item 21</i> .	
20. Please provide GPS coordinates of location (decimal degrees) and then go to <i>Item 21</i> .	Latitude	Longitude
21. For the enrolled lands identified on Landowner Agreement Exhibit C, <sup>2</sup> were activities such as pile-driving and blasting avoided year-round and entry to the hibernaculum was limited to DNR staff or other qualified individuals conducting activities for the benefit of covered species?	<input type="checkbox"/> <b>Yes.</b> Go to <i>Item 23</i> . <input type="checkbox"/> <b>No.</b> State reason under <i>Item 22</i> .	
22. Provide reason why No. 21 was not implemented. Go to <i>Item 23</i> .		

<p>23. For the enrolled lands identified on Landowner Agreement Exhibit C,<sup>2</sup> was fire intensity reduced between April 15 and May 14 and between August 16 and October 15?</p>	<p><input type="checkbox"/> <b>Yes.</b> Go to <i>Item 25</i>. <input type="checkbox"/> <b>No.</b> State reason under <i>Item 24</i>.</p>
<p>24. Provide reason why No. 23 was not implemented. Go to <i>Item 25</i>.</p>	
<p>25. If you are a county applicant proceed to <i>Item 26</i>, otherwise go to <i>Item 34</i>.</p>	
<p>26. For the enrolled lands identified on Landowner Agreement Exhibit C,<sup>2</sup> was tree removal avoided, unless the tree removal was necessary for hazard trees or county forest road maintenance for public safety, in which case, it occurred between November 1 and March 15, or between May 15 and June 1?</p>	<p><input type="checkbox"/> <b>Yes.</b> Go to <i>Item 28</i>. <input type="checkbox"/> <b>No.</b> State reason under <i>Item 27</i>.</p>
<p>27. Provide reason why No. 26 was not implemented. Go to <i>Item 28</i>.</p>	
<p>28. For the enrolled lands identified on Landowner Agreement Exhibit C,<sup>2</sup> did all tree removal occur between October 16 and April 14, or between May 15 and August 15?</p>	<p><input type="checkbox"/> <b>Yes.</b> Go to <i>Item 30</i>. <input type="checkbox"/> <b>No.</b> State reason under <i>Item 29</i>.</p>
<p>29. Provide reason why No. 28 was not implemented. Go to <i>Item 38</i>.</p>	
<p>30. For the enrolled lands identified on Landowner Agreement Exhibit C,<sup>2</sup> was the building of new county forest roads or trails avoided?</p>	<p><input type="checkbox"/> <b>Yes.</b> Go to <i>Item 32</i>. <input type="checkbox"/> <b>No.</b> State reason under <i>Item 31</i>.</p>
<p>31. Provide reason why No. 30 was not implemented. Go to <i>Item 32</i>.</p>	
<p>32. For the enrolled lands identified on Landowner Agreement Exhibit D,<sup>3</sup> did all tree removal occur between October 16 and April 14 or between May 15 and August 15?</p>	<p><input type="checkbox"/> <b>Yes.</b> Go to <i>Item 34</i>. <input type="checkbox"/> <b>No.</b> State reason under <i>Item 31</i>.</p>
<p>33. Provide reason why No. 32 was not implemented. Go to <i>Item 34</i>.</p>	
<p>All Others Conservation Actions</p>	
<p>34. Were the Minnesota Forest Resource Council Voluntary Site Level Guidelines (Retention Guidelines) implemented? A summary of the retention guidelines is attached to this report for reference.</p>	<p><input type="checkbox"/> <b>Yes.</b> Go to <i>Item 36</i>. <input type="checkbox"/> <b>No.</b> State reason under <i>Item 35</i>.</p>
<p>35. Provide reason why No. 34 was not implemented. Go to <i>Item 36</i>.</p>	

36. If you are a county applicant proceed to <i>Item 37</i> , otherwise Box C of this form has been completed.	
37. Were trees that are 9 inches in diameter at breast height [dbh] or greater removed between August 1 and May 31?	<input type="checkbox"/> <b>Yes.</b> <input type="checkbox"/> <b>No.</b> State reason under <i>Item 38</i> .
38. Provide a reason why No. 37 was not implemented. Note: If a large-diameter tree (i.e., a tree with a 9-inch dbh or greater) was removed between June 1 and July 31, a survey must have been conducted to ascertain whether the tree was occupied. Note here if a survey was completed and attach a copy of the survey results to this report.	

<sup>1</sup> See Landowner Agreement Exhibit B, *Locations within the Enrolled Property that Overlap with the 150-foot Buffer of a Known, Occupied Maternity Roost*.

<sup>2</sup> See Landowner Agreement Exhibit C, *Locations within the Enrolled Property that Overlap with the 0.25-mile Buffer of a Known Hibernaculum*.

<sup>3</sup> See Landowner Agreement Exhibit D, *Locations within the Enrolled Property that Overlap with the 2.5-mile Buffer of a Known Hibernaculum*.

## Glossary of Covered Activities

More information on Covered Activities can be found in Chapter 2, Covered Lands and Activities of the Lake States HCP.

**Regeneration timber harvest.** A forest harvest that uses various methods to remove trees from a mature stand to allow establishment of a new age class.

**Intermediate timber harvest.** A forest harvest method used to manipulate the growth, quality, vigor, and composition of a stand after establishment of regeneration and prior to final harvest.

**Salvage/sanitation timber harvest.** A forest harvest method completed to remove dead, dying, or damaged trees to avoid economic loss.

**Firebreak.** An area empty of combustible material that prevents fire from spreading beyond it.

**Prescribed burn.** Use of prescribed fire to accomplish a variety of goals including removing slash (discarded parts of felled trees), controlling fire-intolerant species, creating or maintaining wildlife habitat, and to help with regeneration.

**Maintenance of county forest roads and trails.** Routine maintenance such as removing hazard trees, cutting or trimming trees to maintain or widen the road corridor, and removing trees to install or maintain culverts and bridges at any time during the active season.

**New construction of county forest roads and trails.** Constructing new county forest roads and/or trails to provide access for forest management and public recreational use.

Minnesota Retention Guidelines Summary
Source: Sustaining Minnesota Forest Resources: Voluntary Site-Level Forest Management Guidelines for Landowner's, Loggers and Resource Managers (Minnesota Forest Resources Council 2013)
1. Snag Retention: For even-aged harvests, leave all snags possible standing in the general harvest area. Retain at least 6 trees per acre to develop into large old trees to complete their natural lifespan. Species retention should consider wildlife preference values. For uneven-aged harvests, be sure that the remaining stand includes a minimum of 6 cavity trees, potential cavity trees and/or snags per acre.
2. Percent of Harvest to Remain in Uncut Patches: For all harvests, retain either 6–12 leave trees per acre or 5% of stand area in leave tree clumps with at least 80 ft <sup>2</sup> /acre of basal area.
3. Retention Tree Patch Size: For all harvests, retention tree patches will vary in size, with a minimum of 0.25 acre per clump. The basal area is not to be reduced below 80 ft <sup>2</sup> /acre in trees 6 inches dbh (diameter at breast height) or larger to retain the functionality of the clump. Retain at least 6 trees per acre to develop into large old trees to complete their natural lifespan.



4. Retention Tree Patch Location: For all harvests, retention tree patches are to be distributed in a configuration that achieves wildlife and silvicultural objectives and maintains efficient harvesting operations. Leave tree patches should center around or coincide with such features as: non-open water wetlands and seasonal ponds; one or more large (> 18 inches dbh) active den trees or cavity trees; mast trees; preferred tree species (such as large white pine); raptor nests or rookeries; and sensitive communities or sites. To retain the functionality of the clump, do not reduce the basal area below 80 ft<sup>2</sup>/acre in trees 6 inches dbh or larger.

5. Riparian Corridor Tree Retention: For all harvests, center retention patched around or coincide with such features as non-open water wetlands and seasonal ponds. RMZ (defined portion of the riparian area adjacent to a stream, lake, or open water wetland) guidelines include retaining a minimum of 60 ft<sup>2</sup> basal area per acre distributed relatively continuously in the RMZ, creating or retaining at least 4 leave logs per acre in harvested portions of the RMZ, and avoiding creating greater than 5% exposed mineral soil in filter strips and RMZs.

6. Other Preferred Retention Tree Characteristics: For all harvests, retain some snags and trees with cavities on a site or maintain the potential to produce such as a stand grows and develops. Center or coincide leave tree clumps around features such as: mast trees, preferred tree species based on longevity, wind firmness, and cavity potential (white pine, oaks, elms, ashes, sugar maple, yellow birch, basswood, and aspen), and sensitive communities or sites. To retain the functionality of the clump, do not reduce the basal area below 80 ft<sup>2</sup>/acre in trees 6 inches dbh or larger. Avoid isolating or eliminating populations of tree species at the edge of their range. Favor such species by promoting natural regeneration (as leave trees) or through other suitable methods to perpetuate them on site. Provide for perpetuation of genetic diversity within tree species and maximization the potential for tree species to shift their geographic ranges in response to possible rapid climatic changes.