



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, March 17, 2026 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 650 520 836#

- 8:15 Call the Board Meeting to Order: Board Chair Jepson
1. Pledge of Allegiance
- 8:20 Regular Business
1. Agenda Confirmation
 2. Minutes of March 3, 2026 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 03-26-2B - Cormorant Lions Raffle 08-15-2026 8
 4. Human Services: Regular Claims, Public Health, and Transit
 5. Human Services: Region IV Interagency Early Intervention Committee \$500 Donation
 6. Highway: Resolution 03-26-2C - MnDOT LRIP Agreement 9
 7. Land Use: NRM - Approve Spring 2026 Timber Auction Tracts 34
 8. Land Use/Environmental - Permit Reissuance for Solid Waste Permit SW-311 86
 9. Land Use/Environmental: Resolution 03-26-2D - Supporting PLMSWA Capital Project 94
- 8:30 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
 - a) Planning Commission & Board of Adjustments 97
- 9:00 Public Hearing: Auditor-Treasurer - Elected to Appointed Position
1. Public Hearing Submissions 98
- 10:00 County Administrator
1. Report
 2. Resolution 03-26-2A - Make the Position of County Auditor/Treasurer appointed rather than elected 102
 3. County Commissioner Notification-City of Detroit Lakes--Tax Increment Financing District No 1-1: Lincoln Apartments 104
 4. Reminder: Joint Governance April 7 at 7:00 am - Hosted by the Chamber of Commerce
- 10:15 Becker Soil & Water Conservation District
1. Delegation Agreement for Watercraft Inspections 2026 and AIS Program Update 107
 2. County Ag Inspector Update
- Adjourn

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, March 3, 2026 at 8:15 am

LOCATION: Board Room, Courthouse

1. Meeting was brought to order by Chair Jepson. Commissioners in attendance: Jepson, Hansen, Meyer, 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 (Hansen, Nelson) carried.
2. Minutes – Motion and second to approve minutes of February 17, 2026 with the requested changes (Meyer, Nelson) carried.

Consent Agenda

1. Motion and second to pull the following item from the Consent Agenda: Land Use/Environmental – Solid Waste Management Plan Consultant Services Proposal and approve and accept the following Consent Agenda Items: Auditor-Treasurer: Regular Claims, Auditor Warrants and Claims over 90 Days, License renewals for the following: Club On-Sale w/Sundays – Renewal – Frazee Golf Course – Dan Kahldahl – Burlington Twp, Combination On/Off Sale w/Sundays – Renewal – Two Inlets Country Store – Robert Peterson – Two Inlets Twp, The Fishbowl – Kari Friesen – Erie Twp, On Sale w/Sundays – Renewal – Sunlite Bar & Grill – Wayne Crawford – Detroit Twp, Forest Hills – Robert Spizzo – Audubon Twp, Off Sale – Renewal – 4 Corners – Josh Swangler – Erie Twp, Cormorant Bottle Shop – Rod Einerson – Cormorant Twp, Wine/Strong Beer on Sale – Renewal – Richwood Grill – Julie Cogger – Richwood Twp, 3.2 Combination – Renewal – The Hideaway Resort – Allen Chirpich – Shell Lake Twp, 3.2 On-Sale – Renewal – Richwood Grill – Julie Cogger – Richwood Twp, January 2026 Cash, Sales Tax, and Investment Reports, Human Services: Regular Claims, Public Health, & Transit, Land Use/Environmental: Material Scanner in MRF Install Proposal, Sheriff: Resolution 03-26-1A – Revision of County Civil Process Fee Structure, Resolution 03-26-1B – Revision of Contracted Service Deputy Rates, Resolution 03-26-1C – Revision of Inter-County Boarding Rates (Meyer, Hansen) carried.

Commissioners:

1. Open Forum:
 - None.
2. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Hansen – PRWD, PLMSWA, Planning Commission, Environmental, Finance.
 - Commissioner Nelson – Lakeland Mental Health, Extension, LARL, Probation, Sheriff.
 - Commissioner Meyer – Sheriff, Fair Board, DAC.
 - Commissioner Jepson – Extension, Fair Board, EDA.
 - Commissioner Vareberg – EDA, Environmental.
3. Appointments.
 - None.

County Administrator: presented by Carrie Smith.

1. Report.
 - Meeting with Probation discussing a Community Corrections Model.
 - Lake Ida Lake Association – need for lake drainage repair. Discussion about a Lake Improvement District.
 - 245th Ave – Landfill Road update.
 - House File 1567 – Judicial Security – may expand to add legislators and peace officers.
2. Discussion – Auditor/Treasurer to an Appointed Position.
 - Move forward with process to Appointed Position.
 - Testimony includes in-person, online and written.
 - Motion and second to have a Public Hearing on March 17, 2026 at 9:00 am for the purpose of Public Comment on the Auditor/Treasurer position and Resolution regarding moving it to an Appointed Position (Hansen, Vareberg) carried.

Human Resources: presented by Teaira Christen.

1. Continuation of Policy Update – Compensation System for Leadership.
 - Bring back to Courthouse Committee for further discussion and bring back to the Board.

Land Use: presented by Steve Skoog.

1. Motion and second to approve to move forward with the Scrap Sheetrock Recycling Pilot Project with an updated contract to show a projected cost neutral project, an end

date at the end of 2026, and authorize the County Administrator to sign (Hansen, Vareberg) carried.

2. Motion and second to approve the Solid Waste Management Plan with Widseth in the amount of \$15,000 (Nelson, Meyer) carried.

Sheriff: presented by Todd Glander.

1. Motion and second to approve Resolution 03-26-1D – Increase Jail Nursing Coverage (Meyer, Nelson) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Planning Commission Recommendations 02/25/2026.
 - Motion and second to concur with the Planning Commission for Rural Cellular Corporation – Request an amendment to recorded document number 407873 to allow for a forty (40) foot tower extension for a total height of four hundred forty (440) feet along with a twelve (12) foot lightning rod with the appropriate lighting and contingent on a variance (Nelson, Hansen) carried.
 - Motion and second to concur with the Planning Commission for Andrew Huttner – Request a Conditional Use Permit for the cultivation, and wholesale of cannabis (Vareberg, Meyer) carried.
2. Motion and second to approve an RFP for Engineering Services (Meyer, Hansen) carried.

Being no further business, Board Chair Jepson adjourned the meeting at 10:51 am.

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ Erica Jepson
Erica Jepson
Board Chair



BECKER COUNTY BOARD OF COMMISSIONERS
Finance Committee Meeting
Date: Monday, March 16, 2026 at 8:30 AM

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

County Administrator

1. Report

Auditor-Treasurer

1. Regular Claims, Auditor Warrants, & Over 90 Days

Human Services

1. Regular Claims, Public Health, & Transit
2. Region IV Interagency Early Intervention Committee \$500 Donation

Highway

1. Resolution 03-26-2C - MnDOT LRIP Agreement

Land Use/Environmental Services

1. NRM
 - a) Approve Spring 2026 Timber Auction Tracts
2. Environmental Services
 - a) Permit Reissuance for Solid Waste Permit SW-311
 - b) Resolution 03-26-2D - Supporting PLMSWA Capital Project

Adjourn

BECKER COUNTY BOARD OF COMMISSIONERS MEETING 3/17/2026

BECKER COUNTY AUDITOR TREASURER

Gambling Permit

1. Resolution # 03-26-2B – Cormorant Lions Club at Cormorant Community Center in Cormorant Township on August 15, 2026.

Combination On/Off Sale w/Sundays – Renewal

1. Tri-Lakes Roadhouse – Gabe Line – Cormorant Township
2. Jack Pines Resort – Jacob Prouty – Carsonville Township
3. Toad Lake Store – Cythia Knoll – Toad Lake Township

On-Sale w/Sundays – Renewal

1. Zoo on 22 – Jennifer Goering – Lake Eunice Township
2. Hotel Shoreham – Cole Hanson – Lake View Township
3. Osage Bait & Tackle – Peggy Branstrom – Osage Township
4. Pit 611 – Mike Williams – Lake Eunice Township
5. We Fest – Richard Mithun – Lake View Township
6. Detroit Country Club – Thomas Dolby – Lake View Township

Off-Sale – Renewal

1. Seven Sisters Spirits – Brad Malmstrom – Lake View Township

3.2 Off-Sale – Renewal

1. Osage Bait & Tackle – Peggy Branstrom – Osage Township

RESOLUTION NO. 03-26-2B

MINNESOTA LAWFUL GAMBLING RESOLUTION

RESOLVED, the Becker County Board of County Commissioners agree to approve the Gambling Application #LG220 for Exempt Permit to conduct Gambling for a raffle on August 15, 2026 by Cormorant Lions Club, at Cormorant Community Center, 10929 County Hwy 5, Pelican Rapids, MN 56572, in Cormorant Township.

Duly adopted at Detroit Lakes, Minnesota, this 17th day of March 2026.

ATTEST:

COUNTY BOARD OF COMMISSIONERS

Erica Jepson

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 17, 2026, as recorded in the record of proceedings.

Becker County Auditor-Treasurer

MEH/mco

SEAL

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 03-26-2C

**Local Road Improvement Program Grant Agreement
Grant Terms and Conditions
SP 003-622-040 & SP 117-090-002**

WHEREAS, Becker County has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be **\$1,500,000.00** by reason of the lowest responsible bid;

NOW THEREFORE BE IT RESOLVED, be it resolved that Becker County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate and will return to the Local Road Improvement Fund any amount appropriated for the project but not required. The proper County officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant

Duly adopted at Detroit Lakes, MN this 17th day of March 2026.

ATTEST:

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ Erica Jepson
Erica Jepson
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 17, 2026, as recorded in the record of proceedings.

Carrie Smith
County Administrator

**LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)
 GRANT AGREEMENT**

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2023, Chapter 72- H.F. 669. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

Becker County
1771 Tower Road
Detroit Lakes, MN 56501

 Contact: Jim Olson

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
West Lake Dr. Phase 3 Project SP 003-622-040 & SP 117-090-002	\$1,500,000.00	\$3,516,966.55	September 1, 2028

3. Total Amount of LRIP Grant for all projects under this Agreement: \$1,500,000.00

4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

- Exhibit A Completed Sources and Uses of Funds Schedule
- Exhibit B Project Schedule, Workforce Certificate, and Equal Pay Certificate
- Exhibit C Bond Financed Property Certification
- Exhibit D Grant Application
- Exhibit E Grantee Resolution Approving Grant Agreement
- Exhibit F General Terms and Conditions

5. Additional requirements, if any:

6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____
State Aid Programs Manager
(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____
Contract Administrator

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LRIP	
Grant Funds:		Grant Funds:	
LRIP Grant	\$1,500,000.00	Street, Landscaping & Multi-Use Trail	\$1,500,000.00
MPCA Grant	\$1,934,772.75	Street & Stormwater	\$1,934,772.75
Subtotal	\$3,434,772.75	Subtotal	\$3,343,772.75
Public Entity Funds:		Items paid for with Non-LRIP Grant Funds:	
Federal STBG 2026	\$406,373.56	Street	\$406,373.56
Federal TA	\$700,000	Multi-Use Trail	\$700,000.00
Sales Tax Funds	\$134,421.88	Non-participating Median Streetscapes	\$134,421.88
Detroit Lakes Water Utility Fund	\$341,398.36	Non-participating Watermain	\$341,398.36
Subtotal	\$1,582,193.80	Subtotal	\$1,582,193.80
TOTAL FUNDS	\$5,016,966.55	TOTAL PROJECT COSTS	\$5,016,966.55

EXHIBIT B

PROJECT SCHEDULE, WORKFORCE CERTIFICATE, AND EQUAL PAY CERTIFICATE

Award Date: March 2, 2026
Construction Start Date: March 17, 2026
Construction Substantial Complete Date October 30, 2026
Contract Final Completion Date September 1, 2028

INSERT APPARENT LOW BIDDER WORKFORCE CERTIFICATE BID FORM

INSERT APPARENT LOW BIDDER EQUAL PAY CERTIFICATE BID FORM

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County of Becker, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the “Restricted Property”) and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20____; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 20____

[name of Public Entity grantee], a political
subdivision of the State of Minnesota

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

West Lake Drive/CSAH 22 from Legion Road to Washington Avenue in the City of Detroit Lakes.

EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LRIP Grant” - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LRIP” - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LRIP Grant” - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

“Public Entity” - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II GRANT

Section 2.01 **Grant of Monies.** MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 **Public Ownership,** The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) preliminary, final construction and engineering and administration (ii) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (iii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor

of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LRIP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III

**COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695
AND THE COMMISSIONER'S ORDER**

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

- B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

Article IV DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate

of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 **Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 **Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 **Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Marc Briese, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any

breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 Choice of Law and Venue. All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 Severability. If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 Matching Funds. Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 Sources and Uses of Funds. The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 Project Completion Schedule. The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 Third-Party Beneficiary. The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 Public Entity Tasks. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in

Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 **Telecommunications Certification.** If federal funds are included in **Exhibit A**, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 **Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in **Exhibit A**, Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Section 5.27 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

Section 5.28 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.



BECKER COUNTY

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7311

MEMORANDUM FOR ACTION

Date: March 17, 2026

SUBJECT: Approve Spring 2026 Timber Auction Tracts

TO: Becker County Board of Commissioners

1. Discussion: Approve 15 Timber Sale Tracts to be offered at the May 1st Timber Auction. 616 total acres offered. Total cords offered are 12,929. Appraised value of \$214,089.25. SHPO have reviewed and approved all tracts. White Earth THPO is currently reviewing 15 all timber tracts.
2. Action request: Seeking a motion to approve 15 tracts to be offered at the spring 2026 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: Jed Sherod, Erick Barthel

1771 N Tower Road, Detroit Lakes, MN 56501

Phone (218) 847-0099

Web: www.co.becker.mn.us

E-mail: mitch.lundeen@co.becker.mn.us

BECKER COUNTY TIMBER SALE

Friday, May 1st, 2026- 10:00 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 **10:00 a.m.** in the Commissioners' Room at the **Becker County Courthouse, 915 Lake Avenue, Detroit Lakes, Minnesota, on Friday, May 1st, 2026.** 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.

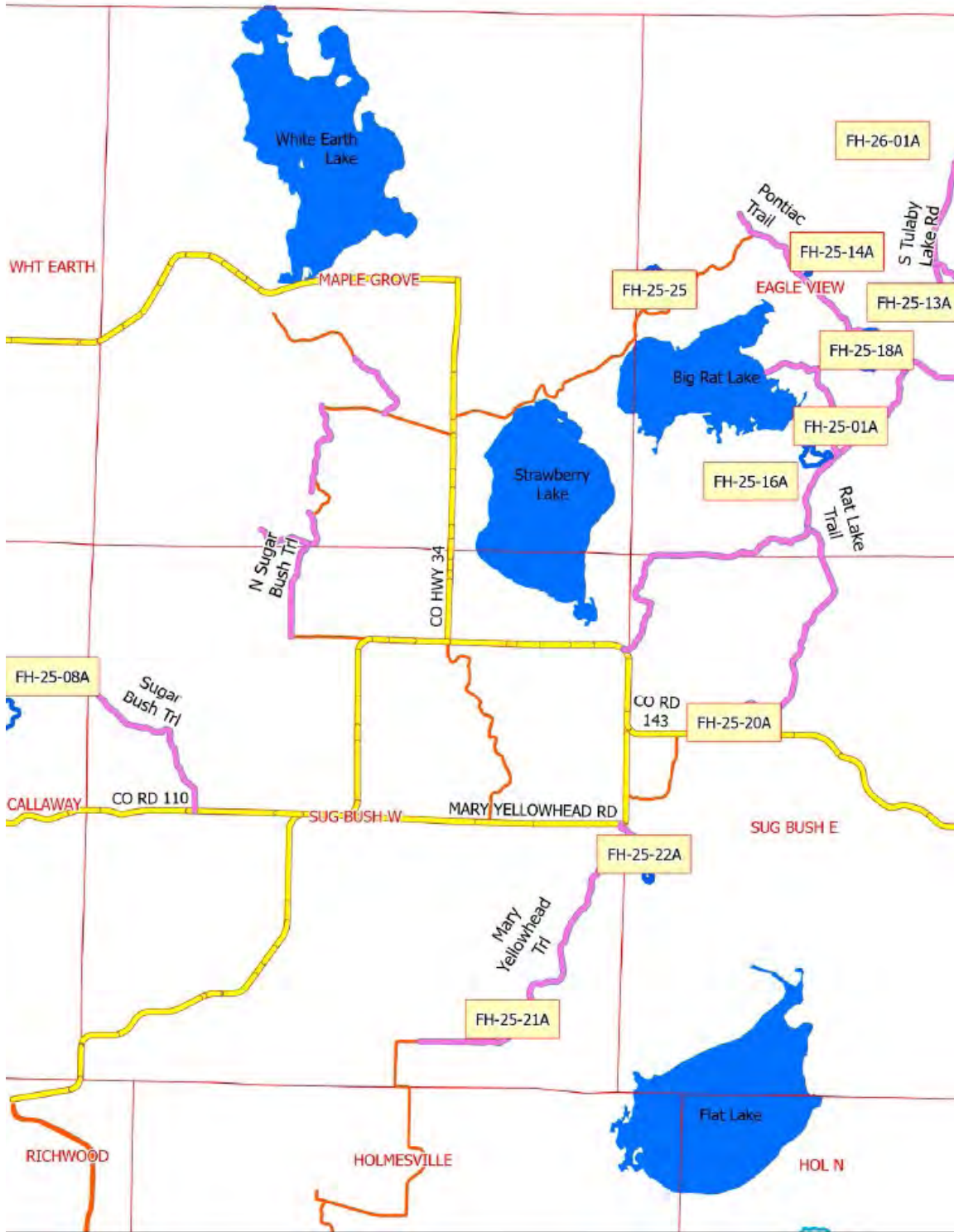
Summary of Timber Tracts Offered - Spring Auction - May 1, 2026 - 10:00 am

TRACT #	PROJECT #	PERMIT #	TOWNSHIP DESCRIPTION SECTION-TWP-RANGE	ACRES	SPECIES	CORDS	TOTAL CORDS	APPRAISED VALUE	25% DOWN PAYMENT
1	FH-25-18A	26-01	Eagle View SE 1/4 NW1/4 & NE1/4 SW1/4, SE1/4 SW1/4, NE1/4 SE1/4, NW1/4 SE1/4, SW1/4 SE1/4 21-142-39	72.8	OAK-MIXED ASPEN-MIXED BASSWOOD-MIXED BIRCH-MIXED SUGAR MAPLE-MIXED	850 460 330 320 150	2110	\$ 32,430.00	\$ 8,107.50
2	FH-25-08A	26-02	Callaway NW1/4 NW1/4 13-141-41 NE1/4 NE1/4 14-141-41 SW1/4 SW1/4 12-141-41	61.7	ASPEN-MIXED BASSWOOD-MIXED OAK-MIXED BIRCH-MIXED	500 300 300 70	1170	\$ 20,700.00	\$ 5,175.00
3	FH-25-14A	26-03	Eagle View W1/2 SW1/4, W1/2 SE1/4 & NE1/4 SW1/4 16-142-39 SE1/4 SE1/4 17-142-39	50.1	ASPEN-MIXED BIRCH-MIXED BASSWOOD-MIXED	670 300 80	1050	\$ 18,980.00	\$ 4,745.00
4	FH-25-25A	26-04	Eagle View S1/2 18-142-39 NW1/4 NE1/4 & NE1/4 NW1/4, NW1/4 NW1/4 19-142-39	92.4	BASSWOOD-MIXED ASPEN-MIXED ASH, BLACK-MIXED SPRUCE, WHITE-MIXED	1000 300 100 100	1500	\$ 18,300.00	\$ 4,575.00
5	FH-25-21A	26-05	Sugar Bush West NE1/4 35-141-40	40.4	ASPEN-MIXED BASSWOOD-MIXED OAK-MIXED SUGAR MAPLE-MIXED	400 260 250 200	1110	\$ 17,120.00	\$ 4,280.00
6	FH-26-02A	26-06	Savannah SW1/4 NW1/4, SE1/4 NW1/4, W1/2 SW1/4, E1/2 SW1/4 33-142-36	44.2	ASPEN-MIXED BIRCH-MIXED ASH, BLACK-MIXED FIR, BALSAM-MIXED SPRUCE, WHITE-MIXED PINE, NORWAY-MIXED	490 200 150 40 40 30	950	\$ 15,330.00	\$ 3,832.50
7	FH-25-20A	26-07	Sugar Bush East SW 1/4 SW1/4, SE1/4 SW1/4 8-141-39	32.5	ASPEN-MIXED PINE, NORWAY-MIXED NORTHERN HARDWOOD-MIXED (BIRCH, BASSWOOD, OAK)	650 12 12	674	\$ 14,684.00	\$ 3,671.00
8	FH-25-01A	26-08	Eagle View E1/2 NW1/4, NW1/4 NW1/4 & SW1/4 NW1/4, SW1/4 28-142-39	41.7	ASPEN-MIXED SPRUCE, WHITE-MIXED OAK-MIXED BIRCH-MIXED BASSWOOD-MIXED	600 70 40 10 5	725	\$ 14,635.00	\$ 3,658.75
9	FH-26-01A	26-09	Eagle View SE 1/4 NE 1/4, SW1/4 NE1/4, NE1/4 SW1/4, NW1/4 SE1/4 9-142-39	35.7	OAK-MIXED BASSWOOD-MIXED BIRCH-MIXED SUGAR MAPLE-MIXED	600 150 50 50	850	\$ 14,500.00	\$ 3,625.00
10	FH-25-17A	26-10	Forest W1/2 SE1/4, E1/2 SE1/4 29-142-37	30	ASPEN-MIXED PINE, JACK-MIXED OAK-MIXED	500 60 10	570	\$ 11,940.00	\$ 2,985.00
11	FH-25-22A	26-11	Sugar Bush East GOVT LOT 2 & SE1/4 NW1/4, LOTS 3 & 4 19-141-39	34.3	ASPEN-MIXED BASSWOOD-MIXED BIRCH-MIXED ASH, BLACK-MIXED	420 200 50 10	680	\$ 11,200.00	\$ 2,800.00
12	FH-25-16A	26-12	Eagle View SW1/4 28-142-39 SE1/4 SE1/4, NE1/4 SE1/4 & SW1/4 SE1/4 29-142-39	29.7	ASPEN-MIXED BASSWOOD-MIXED BIRCH-MIXED SUGAR MAPLE-MIXED	250 160 50 20	480	\$ 7,320.00	\$ 1,830.00
13	FH-25-33	26-13	Round Lake North S1/2 SW1/4, N1/2 SW1/4 7-142-38	14.1	ASPEN-MIXED BIRCH-MIXED OAK-MIXED BASSWOOD-MIXED SUGAR MAPLE-MIXED FIR, BALSAM-MIXED SPRUCE, WHITE-MIXED	230 20 10 30 20 25 5	340	\$ 5,990.00	\$ 1,497.50
14	FH-25-23A	26-14	Round Lake North W1/2 NW1/4, W1/2 NE1.4 & E1/2 NW1/4 9-142-38 E1/2 NE1/4 8-142-38	18.6	ASPEN-MIXED OAK-MIXED BASSWOOD-MIXED ASH, BLACK SPRUCE, WHITE-MIXED FIR, BALSAM-MIXED BIRCH-MIXED	150 80 60 40 20 10 25	385	\$ 5,700.00	\$ 1,425.00
15	FH-25-13A	26-15	Eagle View NW1/4 NW1/4 22-142-39	18.5	ASPEN-MIXED OAK-MIXED BIRCH-MIXED BASSWOOD-MIXED	150 100 80 30	335	\$ 5,260.00	\$ 1,315.00

Total Acres				616.7	Total Cords		12929	Appraised TOTAL	\$ 214,089.00	25% Appraised Total	\$ 53,522.25
TOTALS											

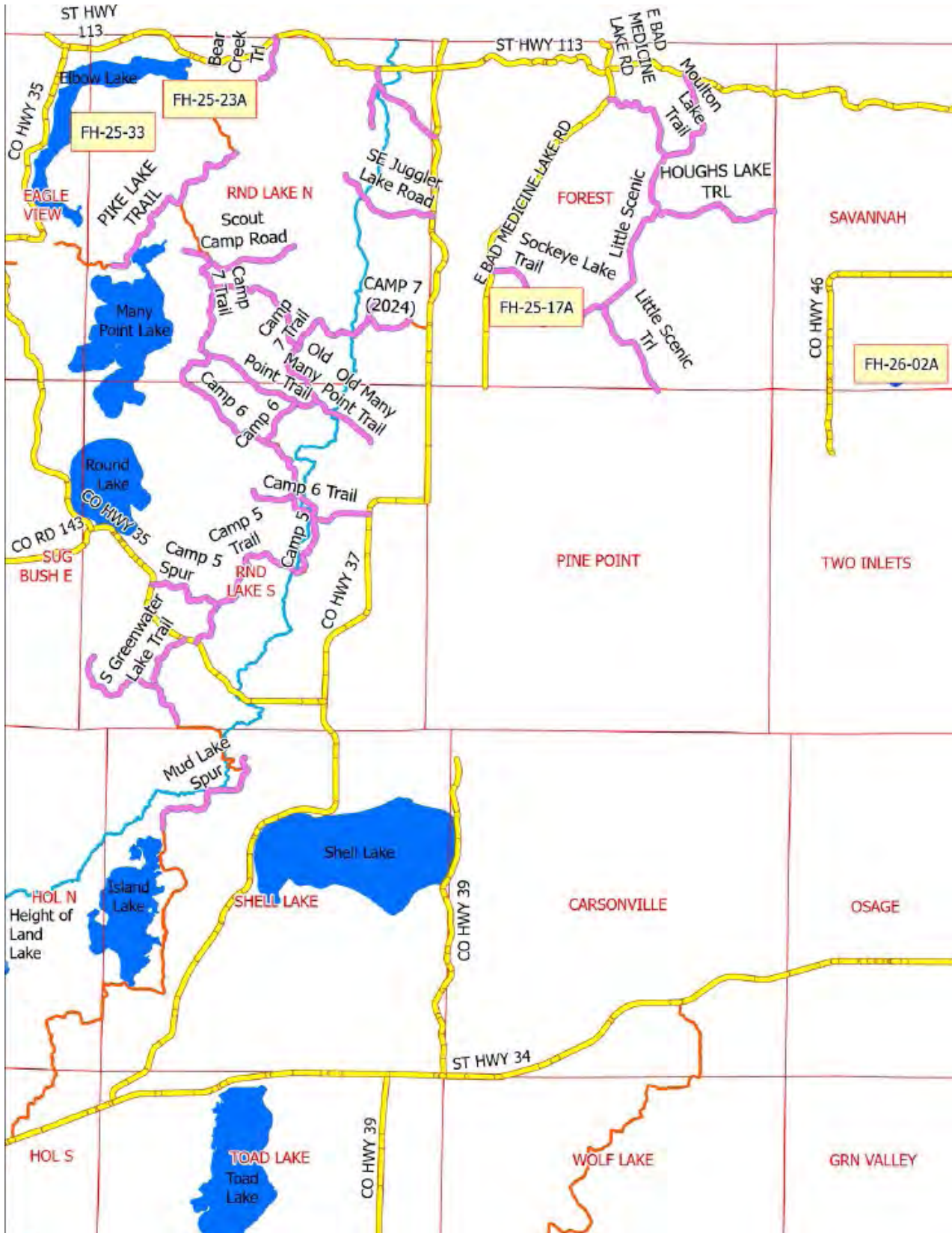
Spring 2026 Timber Sale Tracts Map

West



Spring 2026 Timber Sale Tracts Map

East



Fall 2025 Auction Results

Timber Auction - REGULAR AUCTION SALE

Friday, October 3, 2025

Product	Amount Sold	Value \$	Average Price
Aspen - Mixed	4,305	\$130,386.00	\$30.29
Basswood - Mixed	330	\$3,586.80	\$10.87
Birch-Mixed	440	\$6,027.00	\$13.70
Fir, Balsam - Mixed	30	\$470.00	\$15.67
North Hardwood-Mixed	140	\$1,423.60	\$10.17
Oak, Mixed	475	\$9,343.60	\$19.67
Oak, Red Mixed	450	\$11,178.00	\$24.84
Pine,Jack - Mixed	137	\$2,603.20	\$19.00
Pine,Norway - Bolts	90	\$3,240.00	\$36.00
Pine,Norway - Mixed	1,240	\$31,641.40	\$25.52
Pine,Norway - Pulp	60	\$360.00	\$6.00
Spruce,White - Mixed	50	\$961.00	\$19.22
Sugar Maple - Mixed	157	\$2,637.60	\$16.80
<i>Total Cords</i>	7,904	\$203,858.20	
<i>Grand Totals:</i>	7,904	\$203,858.20	

13 out of 16 Tracts Sold

**Becker County Natural Resources Mgmt
1771 North Tower Rd
Detroit Lakes, MN 56501**

Timber Sale Auction - 10/3/2025

100% Equals Appraised

Tract	Permit #	Acres	Sale Type	Expires	Admin Name	% Bid	Value	Purchased by
1	25-16A	95.55	REGULAR AUCTION SALE	10/3/2027	Erick Barthel	100%	\$31,610.00	Dick Walsh Forest Products
2	25-17A	60.77	REGULAR AUCTION SALE	10/3/2027	Erick Barthel	138%	\$36,873.60	Robert Olson Logging
4	25-19A	33.5	REGULAR AUCTION SALE	10/3/2027	Erick Barthel	168%	\$30,878.40	Fultz Logging LLC
5	25-20A	44.78	REGULAR AUCTION SALE	10/3/2027	Erick Barthel	168%	\$29,164.80	Haverinen Brothers Logging
6	25-21A	26.46	REGULAR AUCTION SALE	10/3/2027	Mitch Lundeen	178%	\$19,900.40	Hodgden Logging Inc.
8	25-23A	19.92	REGULAR AUCTION SALE	10/3/2027	Erick Barthel	100%	\$9,310.00	Robert Olson Logging
9	25-24A	30.07	REGULAR AUCTION SALE	10/3/2027	Erick Barthel	136%	\$12,852.00	Kimball Sawmill & Logging, Inc
10	25-25A	20.09	REGULAR AUCTION SALE	10/3/2027	Jed Sherod	100%	\$7,820.00	Kimball Sawmill & Logging, Inc
11	25-26A	16.17	REGULAR AUCTION SALE	10/3/2027	Erick Barthel	110%	\$7,942.00	Lundberg Forest Prod., Inc.
12	25-27A	13.07	REGULAR AUCTION SALE	10/3/2027	Erick Barthel	100%	\$6,405.00	Tree Care, Matthees
13	25-28A	21.48	REGULAR AUCTION SALE	10/3/2027	Erick Barthel	100%	\$6,010.00	Robert Olson Logging
15	25-30A	31.54	REGULAR AUCTION SALE	10/3/2027	Jed Sherod	100%	\$3,750.00	Kimball Sawmill & Logging, Inc
16	25-31A	9.64	REGULAR AUCTION SALE	10/3/2027	Jed Sherod	100%	\$1,342.00	Kimball Sawmill & Logging, Inc

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Jed Sherod Appraisal Date: 10/29/2025	Sale Type: REGULAR AUCTION SALE Auction Date: 05/01/2026 Access: Public Access	Appraisal Number: FH-25-18A Permit Number: 26-01A Expiration Date: 05/01/2028
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Legal Description

<u>RE Code</u>	<u>Sec.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>School</u>	<u>City/Twp</u>	<u>Subd</u>
097135000	21	142	39	435	Eagle View	SW1/4 OF NE1/4
097136000	21	142	39	435	Eagle View	SE1/4 NW1/4 & NE1/4 SW1/4
097139000	21	142	39	435	Eagle View	SE1/4 OF SW1/4
097140000	21	142	39	435	Eagle View	NE1/4 OF SE1/4
097141000	21	142	39	435	Eagle View	NW1/4 OF SE1/4
097143000	21	142	39	435	Eagle View	SW1/4 OF SE1/4

<u>Bid</u>	<u>Species</u>	<u>Volume</u>	<u>Units</u>	<u>Unit Price</u>	<u>Value</u>	<u>Comments</u>	<u>Bolt %</u>
Bid	Oak, Mixed	850	Cords	\$18.00	\$15,300.00		30
Bid	Aspen - Mixed	460	Cords	\$22.00	\$10,120.00		5
Bid	Birch-Mixed	320	Cords	\$10.00	\$3,200.00		5
Bid	Basswood - Mixed	330	Cords	\$7.00	\$2,310.00		
Bid	Sugar Maple - Mixed	150	Cords	\$10.00	\$1,500.00		5
					\$32,430.00	Subtotal	
Total Cords: 2,110 Total MBF: 0					\$32,430.00	Total	
					\$8,107.50	25% Down Payment	

Bid Symbols: Bid = Bid Species; Non-Bid = Non-Bid Species; Area Est. = Sold Area Estimate; AE Non-Bid = Sold Area Estimate & Non-Bid Species
 All species woodsrun unless listed otherwise.

Species Scaled: Aspen - Mixed, Basswood - Mixed, Birch-Mixed, Oak, Mixed, Sugar Maple - Mixed

Species SAE:

Operability: All Season: May 1 - March 1	Soil Type: Sandy Loam
Topography: Rolling/Varied	
Acres: 72.86	

DRAIN

Type: REGULAR AUCTION SALE	Acres Cut: 72.86
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Total: 72.86

Harvest Specifications

<u>Access</u>
Public Access - Pontiac Trail, Rat Lake Trail

Becker County Natural Resources Mgmt Timber Appraisal

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Page: 2 of 3

Appraised By: Jed Sherod	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-18A
Appraisal Date: 10/29/2025	Auction Date: 05/01/2026	Permit Number: 26-01A
	Access: Public Access	Expiration Date: 05/01/2028

Harvest Operations

Average stump heights must be less than 9".
Harvest: Aspen, Birch, Basswood, Maple, Non painted Oak
Reserve: Oak marked with orange paint
Utilize wood to a 4" top diameter.

Landings, Access Roads, and Skid Trails

Locations of access, landings and skid trails must be approved by the sale administrator prior to construction.

MISC Regulation

Keep recreational trail clear of all woody debris as a result of harvest operations.
Leave a base of snow on the snowmobile trail during operations.
Protect continuity of recreation trail during and following operations.
Tops and limbs may be left at the landing for potential future fuelwood permit

Reserves

Do not damage identified Bearing Trees or Survey Monuments..
Reserve all standing snags except those as indicated in the project plan or present a hazard to operations.
Reserve at least 4 large, downed logs per acre for coarse woody debris.
Reserve known den trees.

Sale Boundary

Boundary is Blue paint and follows road on north side, east side will be natural boundary

Site, Soil, and Water Protection

Fuels and other chemicals must be stored away from all wetlands.
Less than 5% soil disturbance allowed within filter strips along wetlands
Shut down operations if rutting exceeds BMP guidelines. (>5% of operating area)

Slash Disposal

75' along Forest Roads; remove all slash greater than 5" and remaining slash must lie within 1' of the ground.
Lop and scatter slash to an average depth no greater than 2'.
scatter slash on slopes with exposed mineral soil to minimize erosion.
Slash, waterbars or other erosion control efforts must be installed per instructions from the sale administrator.

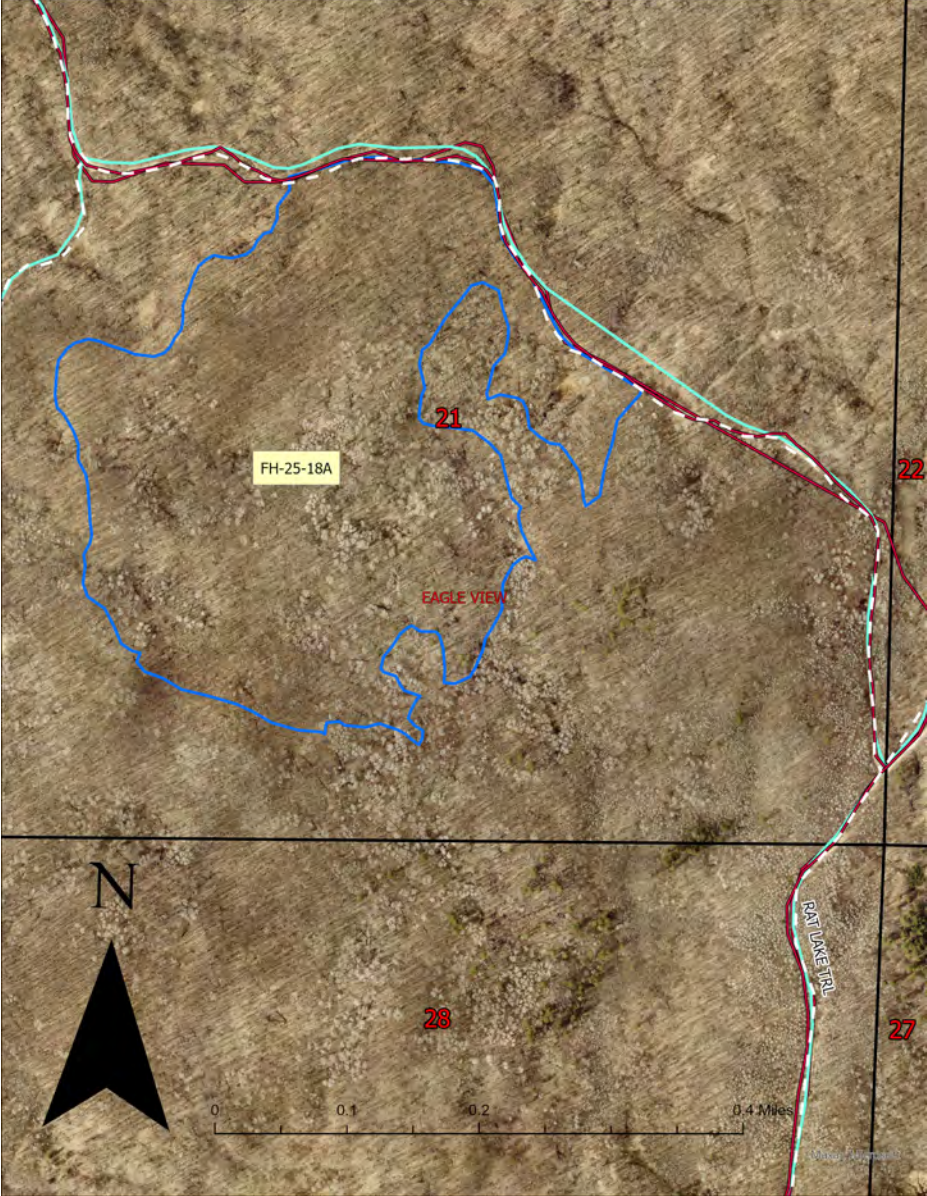
Tree Size, Marketing, and Special Conditions

Oak 5-6 sticks, Aspen 5-6 sticks, Birch 4-5 sticks, Basswood 5 sticks, Maple 4 sticks

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Jed Sherod	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-18A
Appraisal Date: 10/29/2025	Auction Date: 05/01/2026	Permit Number: 26-01A
	Access: Public Access	Expiration Date: 05/01/2028

Site Map:



Appraisal examined and approved by _____
Forester Date

Appraisal examined and approved by _____
Land Department Date

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Erick Barthel Appraisal Date: 02/05/2026	Sale Type: REGULAR AUCTION SALE Auction Date: 05/01/2026 Access: Public Access	Appraisal Number: FH-25-08A Permit Number: 26-02A Expiration Date: 05/05/2028
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Legal Description

<u>RE Code</u>	<u>Sec.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>School</u>	<u>City/Twp</u>	<u>Subd</u>
047025000	13	141	41	22	Callaway	NW1/4 NW1/4
047032000	14	141	41	435	Callaway	LOT 1 (NE1/4 NE1/4)
047015000	11	141	41	435	Callaway	LOT 5
047016000	12	141	41	435	Callaway	SW1/4 SW1/4

<u>Bid</u>	<u>Species</u>	<u>Volume</u>	<u>Units</u>	<u>Unit Price</u>	<u>Value</u>	<u>Comments</u>	<u>Bolt %</u>
Bid	Aspen - Mixed	500	Cords	\$22.00	\$11,000.00		10
Bid	Basswood - Mixed	300	Cords	\$10.00	\$3,000.00		50
Bid	Oak, Mixed	300	Cords	\$20.00	\$6,000.00		50
Bid	Birch-Mixed	70	Cords	\$10.00	\$700.00		10
					\$20,700.00	Subtotal	
Total Cords: 1,170 Total MBF: 0					\$20,700.00	Total	
					\$5,175.00	25% Down Payment	

Bid Symbols: Bid = Bid Species; Non-Bid = Non-Bid Species; Area Est. = Sold Area Estimate; AE Non-Bid = Sold Area Estimate & Non-Bid Species
 All species woodsrun unless listed otherwise.

Species Scaled: Aspen - Mixed, Basswood - Mixed, Birch-Mixed, Oak, Mixed

Species SAE:

Operability: Dry/Frozen: May 1 - March 1	Soil Type: Sandy Loam
Topography: Rolling	
Acres: 61.67	

DRAIN

Type: REGULAR AUCTION SALE	Acres Cut: 61.67
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Total: 61.67

Harvest Specifications

Access
Public Sugarbush Trail. Goat Ranch Road

Harvest Operations
Average stump heights must be less than 9". Utilize wood to a 4" top diameter. Harvest: All Aspen, Birch, Basswood, & Oak Reserve: All Maple & 6-8 Oak 8-10" DBH/Acre

Landings, Access Roads, and Skid Trails
Locations of access, landings and skid trails must be approved by the sale administrator prior to construction.

Becker County Natural Resources Mgmt Timber Appraisal

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Page: 2 of 3

Appraised By: Erick Barthel	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-08A
Appraisal Date: 02/05/2026	Auction Date: 05/01/2026	Permit Number: 26-02A
	Access: Public Access	Expiration Date: 05/05/2028

MISC Regulation

Keep recreational trail clear of all woody debris as a result of harvest operations.
Protect continuity of recreation trail during and following operations.
Tops and limbs may be left at the landing for potential future fuelwood permit

Reserves

Reserve all standing snags except those as indicated in the project plan or present a hazard to operations.
Reserve at least 4 large, downed logs per acre for coarse woody debris.
Reserve known den trees.
Reserve 6-8 Oak 8-10" DBH per acre & ALL Maple

Sale Boundary

Boundary is marked in Blue Paint

Site, Soil, and Water Protection

Fuels and other chemicals must be stored away from all wetlands.
Harvest activities are restricted within filter strips along wetlands.
Shut down operations if rutting exceeds BMP guidelines. (>5% of operating area)

Slash Disposal

50' along private landowner boundary; remove all slash greater than 5" and remaining slash must lie within 1' of the ground.
Lop and scatter slash to an average depth no greater than 2'.
scatter slash on slopes with exposed mineral soil to minimize erosion.
Slash, waterbars or other erosion control efforts must be installed per instructions from the sale administrator.
No slash on current trail through sale

Tree Size, Marketing, and Special Conditions

Aspen 6Stk avg 15-20" DBH
Oak 5 Stk avg 12-15" DBH

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Erick Barthel	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-08A
Appraisal Date: 02/05/2026	Auction Date: 05/01/2026	Permit Number: 26-02A
	Access: Public Access	Expiration Date: 05/05/2028

Site Map:



Appraisal examined and approved by _____
Forester Date

Appraisal examined and approved by _____
Land Department Date

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Erick Barthel Appraisal Date: 10/10/2025	Sale Type: REGULAR AUCTION SALE Auction Date: 05/01/2026 Access: Public Access	Appraisal Number: FH-25-14A Permit Number: 26-03A Expiration Date: 05/01/2028
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Legal Description

<u>RE Code</u>	<u>Sec.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>School</u>	<u>City/Twp</u>	<u>Subd</u>
097115000	17	142	39	435	Eagle View	N 30 AC OF SE1/4 OF SE1/4
097106000	16	142	39	435	Eagle View	W1/2 OF SW1/4
097107000	16	142	39	435	Eagle View	W1/2 OF SE1/4 & NE1/4 SW1/4

<u>Bid</u>	<u>Species</u>	<u>Volume</u>	<u>Units</u>	<u>Unit Price</u>	<u>Value</u>	<u>Comments</u>	<u>Bolt %</u>
Bid	Aspen - Mixed	670	Cords	\$22.00	\$14,740.00		10
Bid	Birch-Mixed	300	Cords	\$12.00	\$3,600.00		10
Bid	Basswood - Mixed	80	Cords	\$8.00	\$640.00		10
					\$18,980.00	Subtotal	
Total Cords: 1,050 Total MBF: 0					\$18,980.00	Total	
					\$4,745.00	25% Down Payment	

Bid Symbols: Bid = Bid Species; Non-Bid = Non-Bid Species; Area Est. = Sold Area Estimate; AE Non-Bid = Sold Area Estimate & Non-Bid Species
 All species woodsrun unless listed otherwise.

Species Scaled: Aspen - Mixed, Basswood - Mixed, Birch-Mixed
Species SAE:

Operability: Dry/Frozen : May 1 - March 1 **Soil Type:** Sandy Loam
Topography: Rolling/Varied
Acres: 50.16

DRAIN

Type: REGULAR AUCTION SALE **Acres Cut:** 50.16

Total: 50.16

Harvest Specifications

Access
Public access off Pontiac Trail. Private access through tribal land

Harvest Operations
Average stump heights must be less than 9". Harvest all merchantable indicated species 5" or greater within the painted boundaries. Harvest: Aspen, Birch, Basswood Reserve: Oak and Pine Utilize wood to a 4" top diameter.

Landings, Access Roads, and Skid Trails
Locations of access, landings and skid trails must be approved by the sale administrator prior to construction.

Becker County Natural Resources Mgmt Timber Appraisal

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Page: 2 of 3

Appraised By: Erick Barthel	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-14A
Appraisal Date: 10/10/2025	Auction Date: 05/01/2026	Permit Number: 26-03A
	Access: Public Access	Expiration Date: 05/01/2028

MISC Regulation

Keep recreational trail clear of all woody debris as a result of harvest operations.
Leave a base of snow on the snowmobile trail during operations.
Protect continuity of recreation trail during and following operations.

Reserves

Reserve all standing snags except those as indicated in the project plan or present a hazard to operations.
Reserve at least 4 large, downed logs per acre for coarse woody debris.
Reserve known den trees.

Sale Boundary

Sale Boundary is marked in Blue S&E and Red Paint N&W

Site, Soil, and Water Protection

Fuels and other chemicals must be stored away from all wetlands.
Less than 5% soil disturbance allowed within filter strips along wetlands
Shut down operations if rutting exceeds BMP guidelines. (>5% of operating area)

Slash Disposal

50' along private landowner boundary; remove all slash greater than 5" and remaining slash must lie within 1' of the ground.
Lop and scatter slash to an average depth no greater than 2'.
scatter slash on slopes with exposed mineral soil to minimize erosion.
Slash, waterbars or other erosion control efforts must be installed per instructions from the sale administrator.

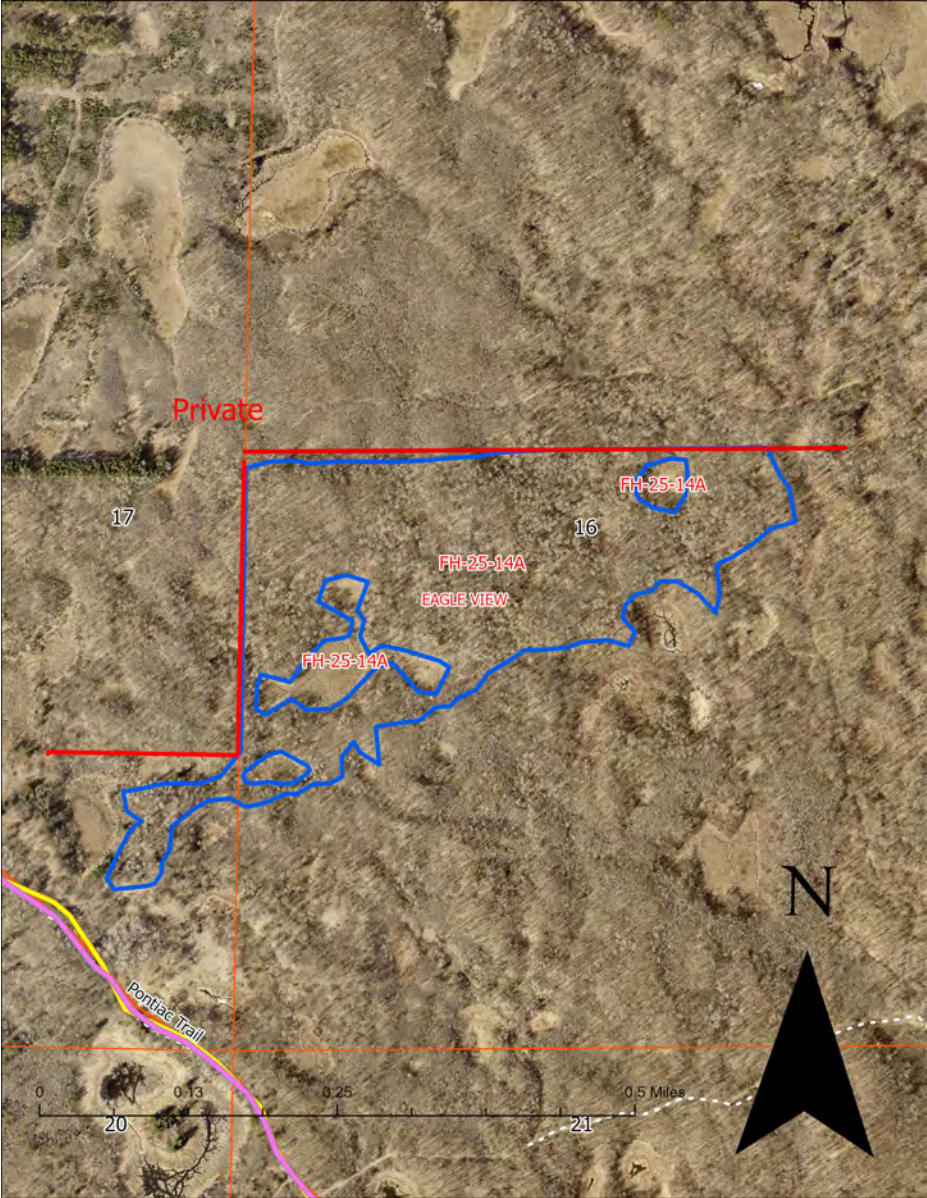
Tree Size, Marketing, and Special Conditions

Aspen AVG 6Stk 15"DBH Birch AVG 4-5Stk 8"DBH

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Erick Barthel	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-14A
Appraisal Date: 10/10/2025	Auction Date: 05/01/2026	Permit Number: 26-03A
	Access: Public Access	Expiration Date: 05/01/2028

Site Map:



Appraisal examined and approved by _____
Forester Date

Appraisal examined and approved by _____
Land Department Date

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Erick Barthel Appraisal Date: 12/16/2025	Sale Type: REGULAR AUCTION SALE Auction Date: 05/01/2026 Access: Private Access	Appraisal Number: FH-25-25A Permit Number: 26-04A Expiration Date: 05/01/2028
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Legal Description

<u>RE Code</u>	<u>Sec.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>School</u>	<u>City/Twp</u>	<u>Subd</u>
097120000	18	142	39	435	Eagle View	LOTS 6 TO 10 INCL (FRAC S1/2)
097122000	19	142	39	435	Eagle View	NW1/4 NE1/4 & NE1/4 NW1/4
097123000	19	142	39	435	Eagle View	LOT 5 (NW1/4 OF NW1/4)

<u>Bid</u>	<u>Species</u>	<u>Volume</u>	<u>Units</u>	<u>Unit Price</u>	<u>Value</u>	<u>Comments</u>	<u>Bolt %</u>
Bid	Basswood - Mixed	1,000	Cords	\$10.00	\$10,000.00		50
Bid	Aspen - Mixed	300	Cords	\$22.00	\$6,600.00		10
Bid	Ash,Black - Mixed	100	Cords	\$7.00	\$700.00		20
Bid	Spruce,White - Mixed	100	Cords	\$10.00	\$1,000.00		25
					\$18,300.00	Subtotal	
Total Cords: 1,500 Total MBF: 0					\$18,300.00	Total	
					\$4,575.00	25% Down Payment	

Bid Symbols: Bid = Bid Species; Non-Bid = Non-Bid Species; Area Est. = Sold Area Estimate; AE Non-Bid = Sold Area Estimate & Non-Bid Species
 All species woodsrun unless listed otherwise.

Species Scaled: Ash,Black - Mixed, Aspen - Mixed, Basswood - Mixed, Spruce,White - Mixed
Species SAE:

Operability: Dry/Frozen: May 1 - March 1 **Soil Type:** Sandy Loam
Topography: Level
Acres: 92.37

DRAIN

Type: REGULAR AUCTION SALE **Acres Cut:** 92.37

Total: 92.37

Harvest Specifications

Access
Private access

Harvest Operations
Harvest all merchantable indicated species 5" or greater within the painted boundaries. Reserve: painted reserves throughout stand (5 acres) Utilize wood to a 4" top diameter. Average stump heights must be less than 9".

Landings, Access Roads, and Skid Trails
Locations of access, landings and skid trails must be approved by the sale administrator prior to construction.

Becker County Natural Resources Mgmt Timber Appraisal

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Page: 2 of 3

Appraised By: Erick Barthel	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-25A
Appraisal Date: 12/16/2025	Auction Date: 05/01/2026	Permit Number: 26-04A
	Access: Private Access	Expiration Date: 05/01/2028

MISC Regulation

Leave a base of snow on the snowmobile trail during operations.
Protect continuity of recreation and private trail during and following operations.

Reserves

Reserve all standing snags except those as indicated in the project plan or present a hazard to operations.
Reserve at least 4 large, downed logs per acre for coarse woody debris.
Reserve known den trees.

Sale Boundary

South and West Side of sale marked in RED paint. North and East side of sale is natural boundary

Site, Soil, and Water Protection

Fuels and other chemicals must be stored away from all wetlands.
Less than 5% soil disturbance allowed within filter strips along wetlands
Shut down operations if rutting exceeds BMP guidelines. (>5% of operating area)

Slash Disposal

50' along private landowner boundary; remove all slash greater than 5" and remaining slash must lie within 1' of the ground.
Lop and scatter slash to an average depth no greater than 2'.

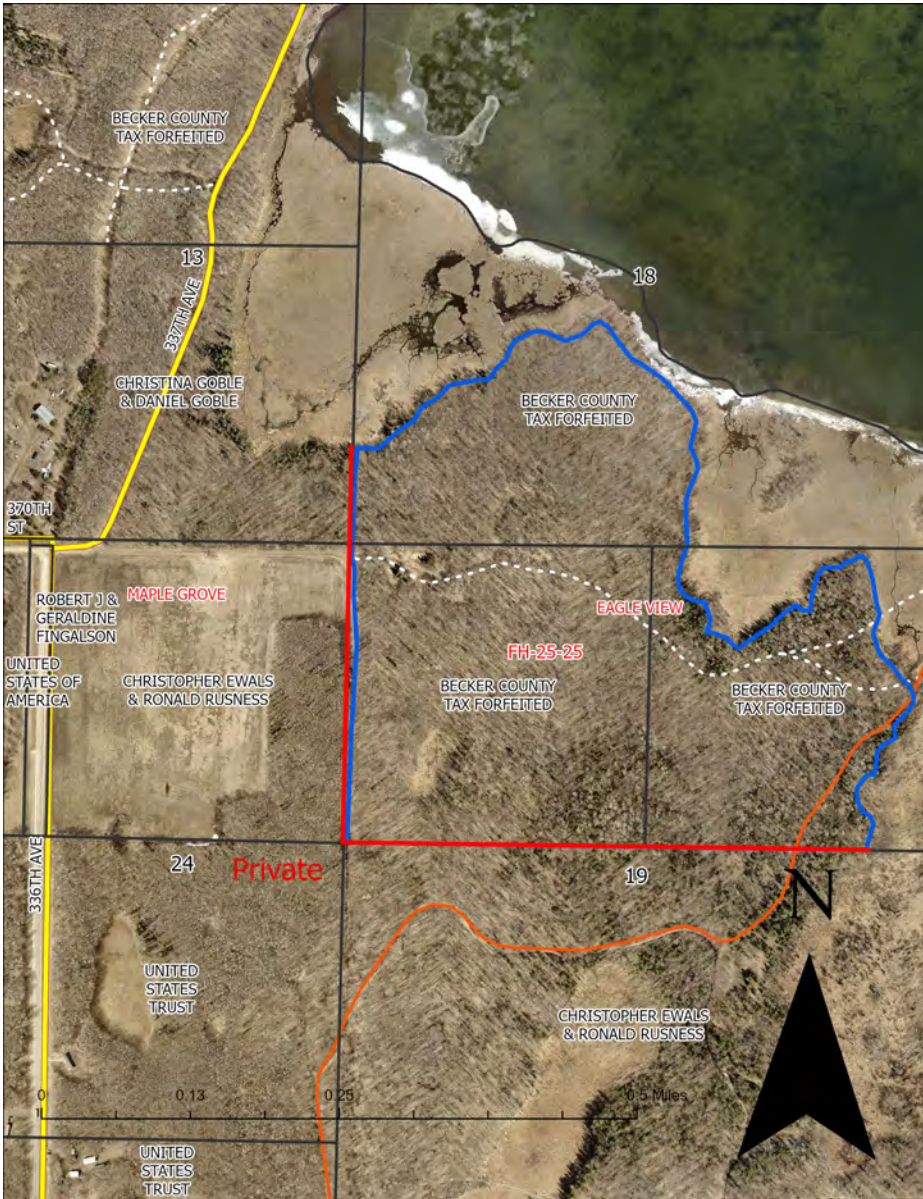
Tree Size, Marketing, and Special Conditions

Baswood 5-6 Stk 12" DBH

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Erick Barthel	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-25A
Appraisal Date: 12/16/2025	Auction Date: 05/01/2026	Permit Number: 26-04A
	Access: Private Access	Expiration Date: 05/01/2028

Site Map:



Appraisal examined and approved by _____
Forester Date

Appraisal examined and approved by _____
Land Department Date

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Jed Sherod	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-21A
Appraisal Date: 11/18/2025	Auction Date: 05/01/2026	Permit Number: 26-05A
	Access: Public Access	Expiration Date: 05/01/2028

Legal Description

<u>RE Code</u>	<u>Sec.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>School</u>	<u>City/Twp</u>	<u>Subd</u>
327138000	35	141	40	22	Sugar Bush W	NE1/4

<u>Bid</u>	<u>Species</u>	<u>Volume</u>	<u>Units</u>	<u>Unit Price</u>	<u>Value</u>	<u>Comments</u>	<u>Bolt %</u>
Bid	Aspen - Mixed	400	Cords	\$22.00	\$8,800.00		10
Bid	Oak, Mixed	250	Cords	\$18.00	\$4,500.00		30
Bid	Basswood - Mixed	260	Cords	\$7.00	\$1,820.00		15
Bid	Sugar Maple - Mixed	200	Cords	\$10.00	\$2,000.00		5
					\$17,120.00	Subtotal	
Total Cords: 1,110 Total MBF: 0					\$17,120.00	Total	
					\$4,280.00	25% Down Payment	

Bid Symbols: Bid = Bid Species; Non-Bid = Non-Bid Species; Area Est. = Sold Area Estimate; AE Non-Bid = Sold Area Estimate & Non-Bid Species
All species woodsrun unless listed otherwise.

Species Scaled: Aspen - Mixed, Basswood - Mixed, Oak, Mixed, Sugar Maple - Mixed

Species SAE:

Operability: All Season: May 1 - March 1	Soil Type: Sandy Loam
Topography: Rolling	
Acres: 40.41	

DRAIN

Type: REGULAR AUCTION SALE	Acres Cut: 40.41
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Total: 40.41

Harvest Specifications

Access
Public Access - Mary Yellowhead Trail

Harvest Operations
Average stump heights must be less than 9". Harvest: Aspen, Oak, Basswood, Maple Reserve: 8-10 Oak/acre greater than 10 inches DBH Utilize wood to a 4" top diameter.

Landings, Access Roads, and Skid Trails
Locations of access, landings and skid trails must be approved by the sale administrator prior to construction.

Becker County Natural Resources Mgmt Timber Appraisal

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Page: 2 of 3

Appraised By: Jed Sherod	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-21A
Appraisal Date: 11/18/2025	Auction Date: 05/01/2026	Permit Number: 26-05A
	Access: Public Access	Expiration Date: 05/01/2028

MISC Regulation

Keep recreational trail clear of all woody debris as a result of harvest operations.
Leave a base of snow on the snowmobile trail during operations.
Protect continuity of recreation trail during and following operations.
Tops and limbs may be left at the landing for potential future fuelwood permit

Reserves

Do not damage identified Bearing Trees or Survey Monuments..
Reserve all standing snags except those as indicated in the project plan or present a hazard to operations.
Reserve at least 4 large, downed logs per acre for coarse woody debris.
Reserve known den trees.

Sale Boundary

Boundary is marked in Blue Paint and follows Mary Yellowhead Trail

Site, Soil, and Water Protection

Fuels and other chemicals must be stored away from all wetlands.
Less than 5% soil disturbance allowed within filter strips along wetlands
Shut down operations if rutting exceeds BMP guidelines. (>5% of operating area)

Slash Disposal

75' along Forest Roads; remove all slash greater than 5" and remaining slash must lie within 1' of the ground.
Lop and scatter slash to an average depth no greater than 2'.
scatter slash on slopes with exposed mineral soil to minimize erosion.
Slash, waterbars or other erosion control efforts must be installed per instructions from the sale administrator.

Tree Size, Marketing, and Special Conditions

Aspen 5-6 sticks, Oak 5 sticks, Basswood 5 sticks, Maple 4-5 sticks

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Jed Sherod	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-21A
Appraisal Date: 11/18/2025	Auction Date: 05/01/2026	Permit Number: 26-05A
	Access: Public Access	Expiration Date: 05/01/2028

Site Map:



Appraisal examined and approved by _____
Forester Date

Appraisal examined and approved by _____
Land Department Date

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Jed Sherod Appraisal Date: 01/07/2026	Sale Type: REGULAR AUCTION SALE Auction Date: 05/01/2026 Access: Private Access	Appraisal Number: FH-26-02A Permit Number: 26-06A Expiration Date: 05/01/2028
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Legal Description

<u>RE Code</u>	<u>Sec.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>School</u>	<u>City/Twp</u>	<u>Subd</u>
277071000	33	142	36	309	Savannah	SW1/4 OF NW1/4
277072000	33	142	36	309	Savannah	SE1/4 OF NW1/4
277069000	33	142	36	309	Savannah	W1/2 OF SW1/4
277070000	33	142	36	309	Savannah	E1/2 OF SW1/4

<u>Bid</u>	<u>Species</u>	<u>Volume</u>	<u>Units</u>	<u>Unit Price</u>	<u>Value</u>	<u>Comments</u>	<u>Bolt %</u>
Bid	Aspen - Mixed	490	Cords	\$22.00	\$10,780.00		5
Bid	Birch-Mixed	200	Cords	\$10.00	\$2,000.00		5
Bid	Ash,Black - Mixed	150	Cords	\$7.00	\$1,050.00		10
Bid	Fir, Balsam - Mixed	40	Cords	\$5.00	\$200.00		25
Bid	Spruce,White - Mixed	40	Cords	\$10.00	\$400.00		25
Bid	Pine,Norway - Mixed	30	Cords	\$30.00	\$900.00		90

	\$15,330.00	Subtotal
Total Cords: 950 Total MBF: 0	\$15,330.00	Total
	\$3,832.50	25% Down Payment

Bid Symbols: Bid = Bid Species; Non-Bid = Non-Bid Species; Area Est. = Sold Area Estimate; AE Non-Bid = Sold Area Estimate & Non-Bid Species
 All species woodsrun unless listed otherwise.

Species Scaled: Ash,Black - Mixed, Aspen - Mixed, Birch-Mixed, Fir, Balsam - Mixed, Pine,Norway - Mixed, Spruce,White - Mixed
Species SAE:

Operability: Frozen Ground only	Soil Type: Sandy Loam
Topography: Varied	
Acres: 44.22	

DRAIN

Type: REGULAR AUCTION SALE	Acres Cut: 44.22
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Total: 44.22

Harvest Specifications

<u>Access</u>
Private Access off East Boot Lake Road

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Jed Sherod Appraisal Date: 01/07/2026	Sale Type: REGULAR AUCTION SALE Auction Date: 05/01/2026 Access: Private Access	Appraisal Number: FH-26-02A Permit Number: 26-06A Expiration Date: 05/01/2028
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Harvest Operations

Average stump heights must be less than 9".
 Harvest all merchantable indicated species 5" or greater within the painted boundaries.
 Harvest: Aspen, Birch, Ash, Spruce, Balsam Fir, Red Pine
 Reserve: Oak, Basswood, White Pine
 Utilize wood to a 4" top diameter.

Landings, Access Roads, and Skid Trails

Locations of access, landings and skid trails must be approved by the sale administrator prior to construction.

MISC Regulation

Keep recreational trail clear of all woody debris as a result of harvest operations.
 Protect continuity of recreation trail during and following operations.

Reserves

Damage to reserve timber will incur a \$25 fine per tree. Damage is defined as Stem damage greater than 10% of the circumference of the tree.
 Do not damage identified Bearing Trees or Survey Monuments..
 Reserve all standing snags except those as indicated in the project plan or present a hazard to operations.
 Reserve at least 4 large, downed logs per acre for coarse woody debris.
 Reserve known den trees.
 Reserve Oak and other mast producing trees.

Sale Boundary

Sale Boundary is marked in Blue and Red Paint, West Boundary along private is Red Paint, North/East boundary is natural along wetland and cut area

Site, Soil, and Water Protection

Fuels and other chemicals must be stored away from all wetlands.
 Harvest activities are restricted within filter strips along wetlands.
 Less than 5% soil disturbance allowed within filter strips along wetlands
 Shut down operations if rutting exceeds BMP guidelines. (>5% of operating area)

Slash Disposal

50' along private landowner boundary; remove all slash greater than 5" and remaining slash must lie within 1' of the ground.
 Lop and scatter slash to an average depth no greater than 2'.
 scatter slash on slopes with exposed mineral soil to minimize erosion.
 Slash, waterbars or other erosion control efforts must be installed per instructions from the sale administrator.

Tree Size, Marketing, and Special Conditions

Pine must be removed from site within 3 weeks if harvest occurs during the spring to prevent bark slippage and Beetle infestation.
 Aspen 5-6 sticks, Birch 4-5 sticks, Ash 5 sticks, Balsam 5 sticks, Spruce 5 sticks, Norway Pine 7 sticks

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Jed Sherod	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-26-02A
Appraisal Date: 01/07/2026	Auction Date: 05/01/2026	Permit Number: 26-06A
	Access: Private Access	Expiration Date: 05/01/2028

Site Map:



Appraisal examined and approved by _____
Forester Date

Appraisal examined and approved by _____
Land Department Date

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Erick Barthel Appraisal Date: 11/04/2025	Sale Type: REGULAR AUCTION SALE Auction Date: 05/01/2026 Access: Public Access	Appraisal Number: FH-25-20A Permit Number: 26-07A Expiration Date: 05/01/2028
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Legal Description

<u>RE Code</u>	<u>Sec.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>School</u>	<u>City/Twp</u>	<u>Subd</u>
327028000	8	141	39	22	Sugar Bush E	SW1/4 OF SW1/4
327030020	8	141	39	22	Sugar Bush E	SE1/4, SE1/4 SW1/4

<u>Bid</u>	<u>Species</u>	<u>Volume</u>	<u>Units</u>	<u>Unit Price</u>	<u>Value</u>	<u>Comments</u>	<u>Bolt %</u>
Bid	Aspen - Mixed	650	Cords	\$22.00	\$14,300.00		10
Bid	Pine,Norway - Mixed	12	Cords	\$20.00	\$240.00	Operational Harvest	50
Bid	North Hardwood-Mixed	12	Cords	\$12.00	\$144.00	Birch, Basswood, Oak	
					\$14,684.00	Subtotal	
Total Cords: 674 Total MBF: 0					\$14,684.00	Total	
					\$3,671.00	25% Down Payment	

Bid Symbols: Bid = Bid Species; Non-Bid = Non-Bid Species; Area Est. = Sold Area Estimate; AE Non-Bid = Sold Area Estimate & Non-Bid Species
 All species woodsrun unless listed otherwise.

Species Scaled: Aspen - Mixed, North Hardwood-Mixed, Pine,Norway - Mixed

Species SAE:

Operability:	Dry/Frozen: May 1 - March 1	Soil Type:	Sandy Loam
Topography:	Level		
Acres:	32.47		

DRAIN

Type: REGULAR AUCTION SALE	Acres Cut: 32.47
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Total: 32.47

Harvest Specifications

Access
Rat Lake Trail

Harvest Operations
Average stump heights must be less than 9". Harvest: All Aspen and operational Norway Pine Reserve: All Red Pine and Spruce that are not operational trees Utilize wood to a 4" top diameter.

Landings, Access Roads, and Skid Trails
Locations of access, landings and skid trails must be approved by the sale administrator prior to construction.

Becker County Natural Resources Mgmt Timber Appraisal

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Page: 2 of 3

Appraised By: Erick Barthel	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-20A
Appraisal Date: 11/04/2025	Auction Date: 05/01/2026	Permit Number: 26-07A
	Access: Public Access	Expiration Date: 05/01/2028

MISC Regulation

Leave a base of snow on the snowmobile trail during operations.
Protect continuity of recreation trail during and following operations.
Keep recreational trail clear of all woody debris as a result of harvest operations.

Reserves

Damage to reserve timber will incur a \$25 fine per tree. Damage is defined as Stem damage greater than 10% of the circumference of the tree.
Reserve all standing snags except those as indicated in the project plan or present a hazard to operations.
Reserve at least 4 large, downed logs per acre for coarse woody debris.
Reserve known den trees.

Sale Boundary

Sale Boundary is marked in Red Paint. North, East, and West

Site, Soil, and Water Protection

Fuels and other chemicals must be stored away from all wetlands.
Less than 5% soil disturbance allowed within filter strips along wetlands
Shut down operations if rutting exceeds BMP guidelines. (>5% of operating area)

Slash Disposal

75' along Forest Roads; remove all slash greater than 5" and remaining slash must lie within 1' of the ground.
Lop and scatter slash to an average depth no greater than 2'.

Tree Size, Marketing, and Special Conditions

Pine must be removed from site within 3 weeks if harvest occurs during the spring to prevent bark slippage and Beetle infestation.
Aspen 5 Stk Avg 12" DBH Avg

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Erick Barthel	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-20A
Appraisal Date: 11/04/2025	Auction Date: 05/01/2026	Permit Number: 26-07A
	Access: Public Access	Expiration Date: 05/01/2028

Site Map:



Appraisal examined and approved by _____
Forester Date

Appraisal examined and approved by _____
Land Department Date

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Erick Barthel Appraisal Date: 12/15/2025	Sale Type: REGULAR AUCTION SALE Auction Date: 05/01/2026 Access: Public Access	Appraisal Number: FH-25-01A Permit Number: 26-08A Expiration Date: 05/01/2028
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Legal Description

<u>RE Code</u>	<u>Sec.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>School</u>	<u>City/Twp</u>	<u>Subd</u>
097185000	28	142	39	435	Eagle View	E1/2 OF NW1/4
097186000	28	142	39	435	Eagle View	NW1/4 NW1/4 & SW1/4 NW1/4
097188000	28	142	39	435	Eagle View	SW1/4

<u>Bid</u>	<u>Species</u>	<u>Volume</u>	<u>Units</u>	<u>Unit Price</u>	<u>Value</u>	<u>Comments</u>	<u>Bolt %</u>
Bid	Aspen - Mixed	600	Cords	\$22.00	\$13,200.00		5
Bid	Oak, Mixed	40	Cords	\$15.00	\$600.00		20
Bid	Spruce, White - Mixed	70	Cords	\$10.00	\$700.00		25
Non-Bid	Birch-Mixed	10	Cords	\$10.00	\$100.00		
Non-Bid	Basswood - Mixed	5	Cords	\$7.00	\$35.00		
					\$14,635.00	Subtotal	
Total Cords: 725 Total MBF: 0					\$14,635.00	Total	
					\$3,658.75	25% Down Payment	

Bid Symbols: Bid = Bid Species; Non-Bid = Non-Bid Species; Area Est. = Sold Area Estimate; AE Non-Bid = Sold Area Estimate & Non-Bid Species
 All species woodsrun unless listed otherwise.

Species Scaled: Aspen - Mixed, Basswood - Mixed, Birch-Mixed, Oak, Mixed, Spruce, White - Mixed

Species SAE:

Operability: Dry/Frozen: May 1 - March 1	Soil Type: Sandy Loam
Topography: Level	
Acres: 41.74	

DRAIN

Type: REGULAR AUCTION SALE	Acres Cut: 41.74
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Total: 41.74

Harvest Specifications

<u>Access</u>
Rat Lake Trail-Rat Lake Access Road

<u>Harvest Operations</u>
Average stump heights must be less than 9". Harvest all merchantable indicated species 5" or greater within the painted boundaries. Harvest: Spruce 1st thin/Oak thin operational Reserve: 120 cords Spruce and 40 cords Oak Utilize wood to a 4" top diameter.

Becker County Natural Resources Mgmt Timber Appraisal

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Page: 2 of 3

Appraised By: Erick Barthel	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-01A
Appraisal Date: 12/15/2025	Auction Date: 05/01/2026	Permit Number: 26-08A
	Access: Public Access	Expiration Date: 05/01/2028

Landings, Access Roads, and Skid Trails

Locations of access, landings and skid trails must be approved by the sale administrator prior to construction.

MISC Regulation

Keep recreational trail clear of all woody debris as a result of harvest operations.

Protect continuity of recreation trail during and following operations.

Leave a base of snow on the snowmobile trail during operations.

Reserves

Do not damage identified Bearing Trees or Survey Monuments..

Reserve all standing snags except those as indicated in the project plan or present a hazard to operations.

Reserve at least 4 large, downed logs per acre for coarse woody debris.

Reserve known den trees.

Damage to reserve timber will incur a \$25 fine per tree. Damage is defined as Stem damage greater than 10% of the circumference of the tree.

Sale Boundary

Boundary is marked in Blue Paint

Site, Soil, and Water Protection

Fuels and other chemicals must be stored away from all wetlands.

Less than 5% soil disturbance allowed within filter strips along wetlands

Shut down operations if rutting exceeds BMP guidelines. (>5% of operating area)

Slash Disposal

Lop and scatter slash to an average depth no greater than 2'.

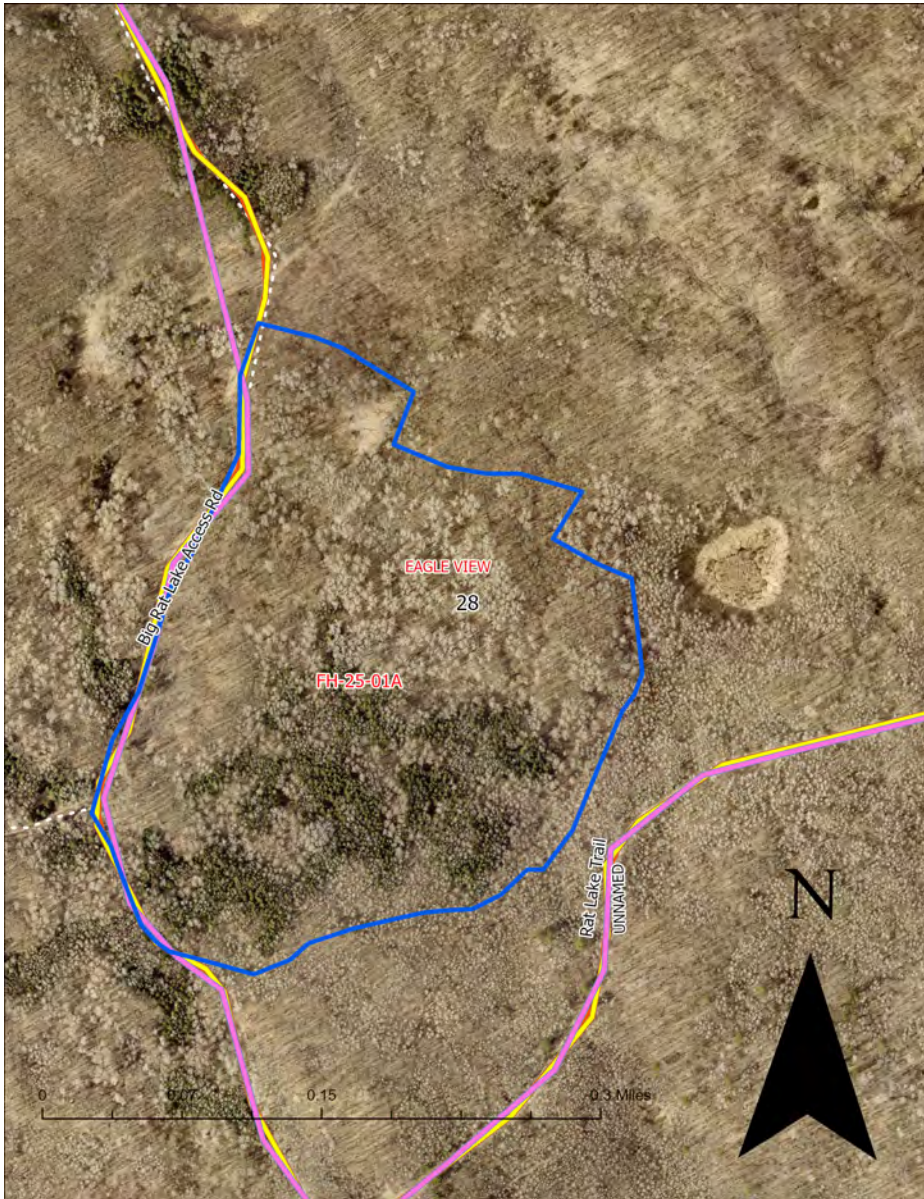
scatter slash on slopes with exposed mineral soil to minimize erosion.

Slash, waterbars or other erosion control efforts must be installed per instructions from the sale administrator.

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Erick Barthel	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-01A
Appraisal Date: 12/15/2025	Auction Date: 05/01/2026	Permit Number: 26-08A
	Access: Public Access	Expiration Date: 05/01/2028

Site Map:



Appraisal examined and approved by _____
Forester Date

Appraisal examined and approved by _____
Land Department Date

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Erick Barthel Appraisal Date: 01/07/2026	Sale Type: REGULAR AUCTION SALE Auction Date: 05/01/2026 Access: Public Access	Appraisal Number: FH-26-01A Permit Number: 26-09A Expiration Date: 05/01/2028
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Legal Description

<u>RE Code</u>	<u>Sec.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>School</u>	<u>City/Twp</u>	<u>Subd</u>
097059000	9	142	39	435	Eagle View	SE1/4 OF NE1/4
097052000	9	142	39	435	Eagle View	SW1/4 NE1/4, NE1/4 SW1/4, & NW1/4 SE1/4

<u>Bid</u>	<u>Species</u>	<u>Volume</u>	<u>Units</u>	<u>Unit Price</u>	<u>Value</u>	<u>Comments</u>	<u>Bolt %</u>
Bid	Oak, Mixed	600	Cords	\$20.00	\$12,000.00		50
Bid	Basswood - Mixed	150	Cords	\$10.00	\$1,500.00		50
Bid	Birch-Mixed	50	Cords	\$10.00	\$500.00		10
Bid	Sugar Maple - Mixed	50	Cords	\$10.00	\$500.00		10
					\$14,500.00	Subtotal	
Total Cords: 850 Total MBF: 0					\$14,500.00	Total	
					\$3,625.00	25% Down Payment	

Bid Symbols: Bid = Bid Species; Non-Bid = Non-Bid Species; Area Est. = Sold Area Estimate; AE Non-Bid = Sold Area Estimate & Non-Bid Species
 All species woodsrun unless listed otherwise.

Species Scaled: Basswood - Mixed, Birch-Mixed, Oak, Mixed, Sugar Maple - Mixed

Species SAE:

Operability: Dry/Frozen: May 1 - March 1	Soil Type: Sandy Loam
Topography: Rolling/Varied	
Acres: 35.68	

DRAIN

Type: REGULAR AUCTION SALE	Acres Cut: 35.68
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Total: 35.68

Harvest Specifications

Access
Public South Tullaby

Harvest Operations
Average stump heights must be less than 9". Utilize wood to a 4" top diameter. Reserve: 6-8 Oak 10-15" DBH per acre (70 cords)

Landings, Access Roads, and Skid Trails
Locations of access, landings and skid trails must be approved by the sale administrator prior to construction.

Becker County Natural Resources Mgmt Timber Appraisal

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Page: 2 of 3

Appraised By: Erick Barthel	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-26-01A
Appraisal Date: 01/07/2026	Auction Date: 05/01/2026	Permit Number: 26-09A
	Access: Public Access	Expiration Date: 05/01/2028

MISC Regulation

Keep recreational trail clear of all woody debris as a result of harvest operations.
Leave a base of snow on the snowmobile trail during operations.
Protect continuity of recreation trail during and following operations.
Tops and limbs may be left at the landing for potential future fuelwood permit

Reserves

Reserve all standing snags except those as indicated in the project plan or present a hazard to operations.
Reserve at least 4 large, downed logs per acre for coarse woody debris.
Reserve known den trees.
Reserve 6-8 Oak 10-15" DBH per acre (70 cords)

Sale Boundary

Boundary is marked in Blue Paint

Site, Soil, and Water Protection

Fuels and other chemicals must be stored away from all wetlands.
Shut down operations if rutting exceeds BMP guidelines. (>5% of operating area)

Slash Disposal

Lop and scatter slash to an average depth no greater than 2'.
scatter slash on slopes with exposed mineral soil to minimize erosion.
Slash, waterbars or other erosion control efforts must be installed per instructions from the sale administrator.

Tree Size, Marketing, and Special Conditions

Oak 5-6 Stk 10-15" DBH avg.

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Erick Barthel	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-26-01A
Appraisal Date: 01/07/2026	Auction Date: 05/01/2026	Permit Number: 26-09A
	Access: Public Access	Expiration Date: 05/01/2028

Site Map:



Appraisal examined and approved by _____
Forester Date

Appraisal examined and approved by _____
Land Department Date

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Jed Sherod Appraisal Date: 10/15/2025	Sale Type: REGULAR AUCTION SALE Auction Date: 05/01/2026 Access: Public Access	Appraisal Number: FH-25-17A Permit Number: 26-10A Expiration Date: 05/01/2028
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Legal Description

<u>RE Code</u>	<u>Sec.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>School</u>	<u>City/Twp</u>	<u>Subd</u>
127184000	29	142	37	435	Forest	E1/2 NE1/4
127186000	29	142	37	435	Forest	W1/2 SE1/4
127188000	29	142	37	435	Forest	E1/2 SE1/4
127189000	29	142	37	435	Forest	W1/2 NE1/4

<u>Bid</u>	<u>Species</u>	<u>Volume</u>	<u>Units</u>	<u>Unit Price</u>	<u>Value</u>	<u>Comments</u>	<u>Bolt %</u>
Bid	Aspen - Mixed	500	Cords	\$22.00	\$11,000.00		10
Bid	Pine,Jack - Mixed	60	Cords	\$14.00	\$840.00		40
Non-Bid	Oak, Mixed	10	Cords	\$10.00	\$100.00	Clear for plantation/utilize as much as possible	

	\$11,940.00	Subtotal
Total Cords: 570 Total MBF: 0	\$11,940.00	Total
	\$2,985.00	25% Down Payment

Bid Symbols: Bid = Bid Species; Non-Bid = Non-Bid Species; Area Est. = Sold Area Estimate; AE Non-Bid = Sold Area Estimate & Non-Bid Species
 All species woodsrun unless listed otherwise.

Species Scaled: Aspen - Mixed, Oak, Mixed, Pine,Jack - Mixed
Species SAE:

Operability: All Season	Soil Type: Sandy Loam
Topography: Rolling/Varied	
Acres: 30.03	

DRAIN

Type: REGULAR AUCTION SALE	Acres Cut: 30.03
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Total: 30.03

Harvest Specifications

Access
Public - Sockeye Lake Trail

Harvest Operations
Average stump heights must be less than 9". Harvest all merchantable indicated species 5" or greater within the painted boundaries. Reserve: Norway Pine and Spruce Utilize wood to a 4" top diameter.

Landings, Access Roads, and Skid Trails
Locations of access, landings and skid trails must be approved by the sale administrator prior to construction. Multiple Landing OK

Becker County Natural Resources Mgmt Timber Appraisal

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Page: 2 of 3

Appraised By: Jed Sherod	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-17A
Appraisal Date: 10/15/2025	Auction Date: 05/01/2026	Permit Number: 26-10A
	Access: Public Access	Expiration Date: 05/01/2028

MISC Regulation

Keep recreational trail clear of all woody debris as a result of harvest operations.
Leave a base of snow on the snowmobile trail during operations.
Protect continuity of recreation trail during and following operations.

Reserves

Do not damage identified Bearing Trees or Survey Monuments..
Leave all Norway Pine and Spruce
Reserve all standing snags except those as indicated in the project plan or present a hazard to operations.
Reserve at least 4 large, downed logs per acre for coarse woody debris.
Reserve known den trees.

Sale Boundary

Sale Boundary is marked in Blue and Red Paint, part of sale is Natural Boundary, East boundary Red Paint

Site, Soil, and Water Protection

Fuels and other chemicals must be stored away from all wetlands.
Harvest activities are restricted within filter strips along wetlands.
Less than 5% soil disturbance allowed within filter strips along wetlands
Shut down operations if rutting exceeds BMP guidelines. (>5% of operating area)

Slash Disposal

Pile slash on landing to be burned by Becker County NRM
scatter slash on slopes with exposed mineral soil to minimize erosion.
Slash, waterbars or other erosion control efforts must be installed per instructions from the sale administrator.

Tree Size, Marketing, and Special Conditions

Aspen 5 sticks, Jack Pine 4-5 sticks

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Jed Sherod	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-17A
Appraisal Date: 10/15/2025	Auction Date: 05/01/2026	Permit Number: 26-10A
	Access: Public Access	Expiration Date: 05/01/2028

Site Map:



Appraisal examined and approved by _____
Forester Date

Appraisal examined and approved by _____
Land Department Date

Becker County Natural Resources Mgmt Timber Appraisal

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Page: 1 of 3

Appraised By: Jed Sherod Appraisal Date: 12/08/2025	Sale Type: REGULAR AUCTION SALE Auction Date: 05/01/2026 Access: Public Access	Appraisal Number: FH-25-22A Permit Number: 26-11A Expiration Date: 05/01/2028
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Legal Description

RE Code	Sec.	Twp.	Rge.	School	City/Twp	Subd
327040000	19	141	39	22	Sugar Bush E	19-141-39 GOVT LOT 2 & SE1/4 NW1/4
327041000	19	141	39	22	Sugar Bush E	LOTS 3 & 4

Bid	Species	Volume	Units	Unit Price	Value	Comments	Bolt %
Bid	Aspen - Mixed	420	Cords	\$22.00	\$9,240.00		5
Bid	Basswood - Mixed	200	Cords	\$7.00	\$1,400.00		10
Bid	Birch-Mixed	50	Cords	\$10.00	\$500.00		5
Non-Bid	Ash,Black - Mixed	10	Cords	\$6.00	\$60.00		20
					\$11,200.00	Subtotal	
Total Cords: 680 Total MBF: 0					\$11,200.00	Total	
					\$2,800.00	25% Down Payment	

Bid Symbols: Bid = Bid Species; Non-Bid = Non-Bid Species; Area Est. = Sold Area Estimate; AE Non-Bid = Sold Area Estimate & Non-Bid Species
 All species woodsrun unless listed otherwise.

Species Scaled: Ash,Black - Mixed, Aspen - Mixed, Basswood - Mixed, Birch-Mixed
Species SAE:

Operability: All Season: May 1 - March 1 **Soil Type:** Sandy Loam
Topography: Level
Acres: 34.29

DRAIN

Type: REGULAR AUCTION SALE **Acres Cut:** 34.29

Total: 34.29

Harvest Specifications

Access
Public Access - Mary Yellowhead Trail

Harvest Operations
Average stump heights must be less than 9". Harvest: Aspen, Basswood, Birch, Ash Reserve: All Oak Utilize wood to a 4" top diameter.

Landings, Access Roads, and Skid Trails
Locations of access, landings and skid trails must be approved by the sale administrator prior to construction.

Becker County Natural Resources Mgmt Timber Appraisal

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Page: 2 of 3

Appraised By: Jed Sherod	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-22A
Appraisal Date: 12/08/2025	Auction Date: 05/01/2026	Permit Number: 26-11A
	Access: Public Access	Expiration Date: 05/01/2028

MISC Regulation

Keep recreational trail clear of all woody debris as a result of harvest operations.
Leave a base of snow on the snowmobile trail during operations.
Protect continuity of recreation trail during and following operations.

Reserves

Do not damage identified Bearing Trees or Survey Monuments..
Reserve all standing snags except those as indicated in the project plan or present a hazard to operations.
Reserve at least 4 large, downed logs per acre for coarse woody debris.
Reserve known den trees.

Sale Boundary

Sale Boundary is marked in Blue and Red Paint

Site, Soil, and Water Protection

Fuels and other chemicals must be stored away from all wetlands.
Less than 5% soil disturbance allowed within filter strips along wetlands
Shut down operations if rutting exceeds BMP guidelines. (>5% of operating area)

Slash Disposal

50' along private landowner boundary; remove all slash greater than 5" and remaining slash must lie within 1' of the ground.
75' along Forest Roads; remove all slash greater than 5" and remaining slash must lie within 1' of the ground.
Lop and scatter slash to an average depth no greater than 2'.
scatter slash on slopes with exposed mineral soil to minimize erosion.
Slash, waterbars or other erosion control efforts must be installed per instructions from the sale administrator.

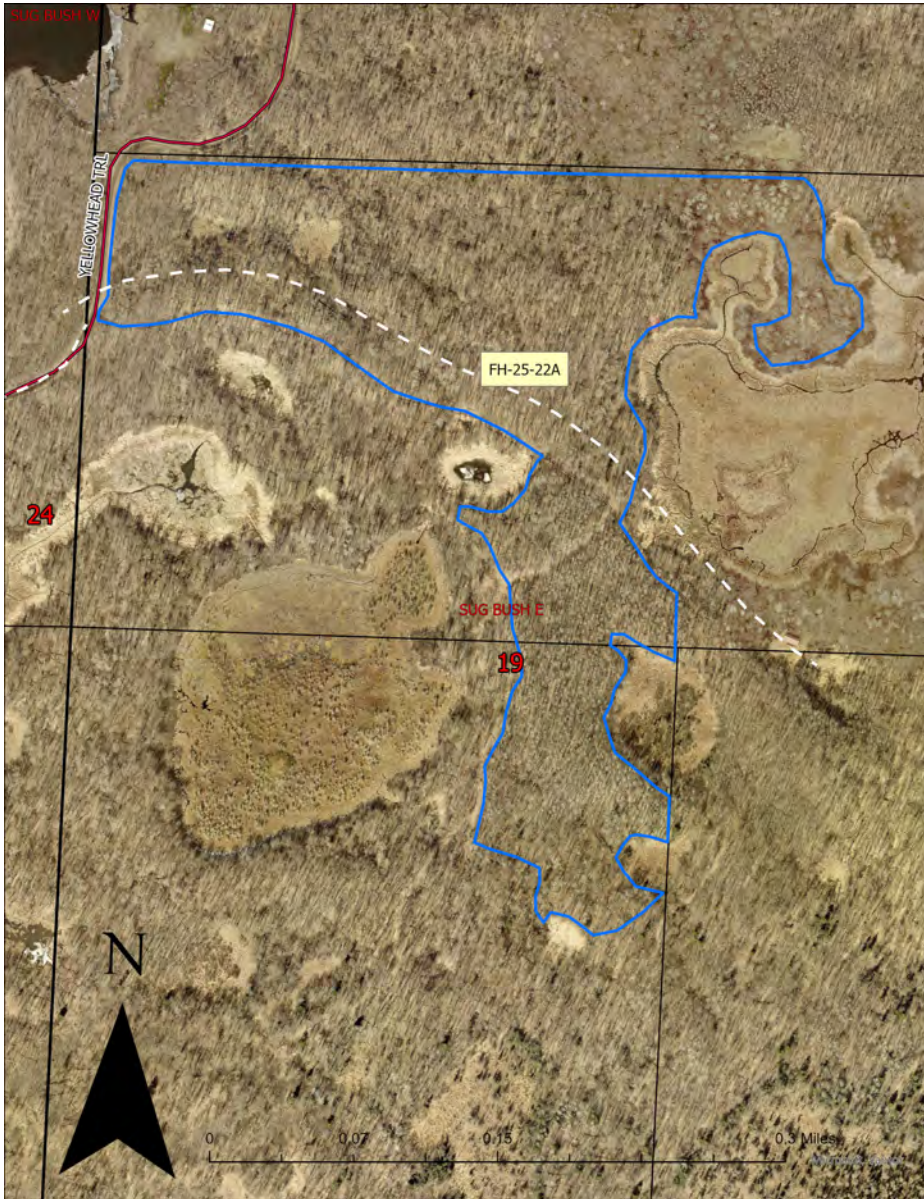
Tree Size, Marketing, and Special Conditions

Aspen 5 sticks, Basswood 5 sticks, Birch 4-5 sticks, Ash 5 sticks

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Jed Sherod	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-22A
Appraisal Date: 12/08/2025	Auction Date: 05/01/2026	Permit Number: 26-11A
	Access: Public Access	Expiration Date: 05/01/2028

Site Map:



Appraisal examined and approved by _____

Forester

_____ Date

Appraisal examined and approved by _____

Land Department

_____ Date

Becker County Natural Resources Mgmt Timber Appraisal

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Page: 1 of 3

Appraised By: Jed Sherod Appraisal Date: 10/07/2025	Sale Type: REGULAR AUCTION SALE Auction Date: 05/01/2026 Access: Public Access	Appraisal Number: FH-25-16A Permit Number: 26-12A Expiration Date: 05/01/2028
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Legal Description

<u>RE Code</u>	<u>Sec.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>School</u>	<u>City/Twp</u>	<u>Subd</u>
097188000	28	142	39	435	Eagle View	SW1/4
097191000	29	142	39	435	Eagle View	SE1/4 OF SE1/4
097193000	29	142	39	435	Eagle View	NE1/4 SE1/4 & SW1/4 SE1/4

<u>Bid</u>	<u>Species</u>	<u>Volume</u>	<u>Units</u>	<u>Unit Price</u>	<u>Value</u>	<u>Comments</u>	<u>Bolt %</u>
Bid	Aspen - Mixed	250	Cords	\$22.00	\$5,500.00		5
Bid	Basswood - Mixed	160	Cords	\$7.00	\$1,120.00		10
Bid	Birch-Mixed	50	Cords	\$10.00	\$500.00		5
Non-Bid	Sugar Maple - Mixed	20	Cords	\$10.00	\$200.00		5
					\$7,320.00	Subtotal	
Total Cords: 480 Total MBF: 0					\$7,320.00	Total	
					\$1,830.00	25% Down Payment	

Bid Symbols: Bid = Bid Species; Non-Bid = Non-Bid Species; Area Est. = Sold Area Estimate; AE Non-Bid = Sold Area Estimate & Non-Bid Species
 All species woodsrun unless listed otherwise.

Species Scaled: Aspen - Mixed, Basswood - Mixed, Birch-Mixed, Sugar Maple - Mixed

Species SAE:

Operability: Dry/Froze: May 1 - March 1	Soil Type: Sandy Loam
Topography: Rolling/Varied	
Acres: 29.75	

DRAIN

Type: REGULAR AUCTION SALE	Acres Cut: 29.75
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Total: 29.75

Harvest Specifications

Access
Public - Rat Lake Trail

Harvest Operations
Average stump heights must be less than 9". Harvest all merchantable indicated species 5" or greater within the painted boundaries. Reserve: Oak Utilize wood to a 4" top diameter.

Landings, Access Roads, and Skid Trails
Locations of access, landings and skid trails must be approved by the sale administrator prior to construction.

Becker County Natural Resources Mgmt Timber Appraisal

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Page: 2 of 3

Appraised By: Jed Sherod	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-16A
Appraisal Date: 10/07/2025	Auction Date: 05/01/2026	Permit Number: 26-12A
	Access: Public Access	Expiration Date: 05/01/2028

MISC Regulation

Keep recreational trail clear of all woody debris as a result of harvest operations.
Leave a base of snow on the snowmobile trail during operations.
Protect continuity of recreation trail during and following operations.

Reserves

Do not damage identified Bearing Trees or Survey Monuments..
Reserve all standing snags except those as indicated in the project plan or present a hazard to operations.
Reserve at least 4 large, downed logs per acre for coarse woody debris.
Reserve known den trees.
Reserve Oak and other mast producing trees.

Sale Boundary

Sale Boundary is marked in Blue and Red Paint, part of South Boundary is Red Paint

Site, Soil, and Water Protection

Fuels and other chemicals must be stored away from all wetlands.
Shut down operations if rutting exceeds BMP guidelines. (>5% of operating area)

Slash Disposal

Lop and scatter slash to an average depth no greater than 2'.
scatter slash on slopes with exposed mineral soil to minimize erosion.
Slash, waterbars or other erosion control efforts must be installed per instructions from the sale administrator.

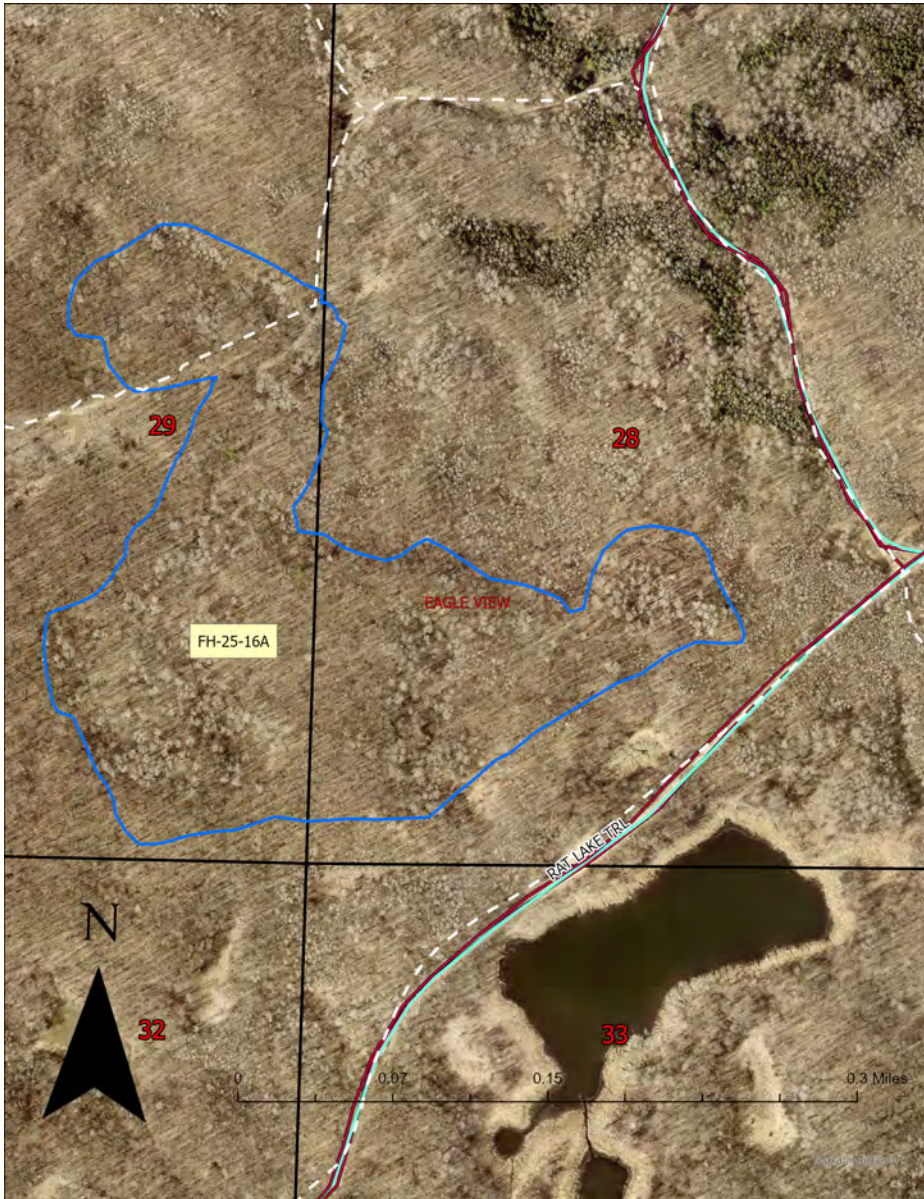
Tree Size, Marketing, and Special Conditions

Aspen 5-6 sticks, Basswood 5 sticks, Birch 4-5 sticks, Maple 4 sticks

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Jed Sherod	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-16A
Appraisal Date: 10/07/2025	Auction Date: 05/01/2026	Permit Number: 26-12A
	Access: Public Access	Expiration Date: 05/01/2028

Site Map:



Appraisal examined and approved by _____
Forester Date

Appraisal examined and approved by _____
Land Department Date

Becker County Natural Resources Mgmt Timber Appraisal

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Page: 1 of 3

Appraised By: Mitch Lundeen Appraisal Date: 03/24/2025	Sale Type: REGULAR AUCTION SALE Auction Date: 05/01/2026 Access: Public Access	Appraisal Number: FH-25-03 Permit Number: 26-13A Expiration Date: 05/01/2028
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Legal Description

<u>RE Code</u>	<u>Sec.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>School</u>	<u>City/Twp</u>	<u>Subd</u>
257227000	7	142	38	435	Round Lake North	S1/2 SW1/4
257226000	7	142	38	435	Round Lake North	7-142-38 N1/2 SW1/4 (NE1/4 SW1/4 & GOVT LOT 3)

<u>Bid</u>	<u>Species</u>	<u>Volume</u>	<u>Units</u>	<u>Unit Price</u>	<u>Value</u>	<u>Comments</u>	<u>Bolt %</u>
Bid	Aspen - Mixed	230	Cords	\$22.00	\$5,060.00		
Bid	Birch-Mixed	20	Cords	\$10.00	\$200.00		
Bid	Oak, Mixed	10	Cords	\$14.00	\$140.00		
Bid	Basswood - Mixed	30	Cords	\$8.00	\$240.00		
Bid	Sugar Maple - Mixed	20	Cords	\$10.00	\$200.00		
Non-Bid	Fir, Balsam - Mixed	25	Cords	\$5.00	\$125.00		
Non-Bid	Spruce,White - Mixed	5	Cords	\$5.00	\$25.00		
					\$5,990.00	Subtotal	
Total Cords: 340 Total MBF: 0					\$5,990.00	Total	
					\$1,497.50	25% Down Payment	

Bid Symbols: Bid = Bid Species; Non-Bid = Non-Bid Species; Area Est. = Sold Area Estimate; AE Non-Bid = Sold Area Estimate & Non-Bid Species
 All species woodsrun unless listed otherwise.

Species Scaled: Aspen - Mixed, Basswood - Mixed, Birch-Mixed, Fir, Balsam - Mixed, Oak, Mixed, Spruce,White - Mixed, Sugar Maple - Mixed

Species SAE:

Operability:	Dry Summer-Winter	Soil Type:	Sandy Loam
Topography:	Varied		
Acres:	14.08		

DRAIN

Type:	Acres Cut:
REGULAR AUCTION SALE	14.08

Total: 14.08

Harvest Specifications

<u>Harvest Operations</u>
Average stump heights must be less than 9".
Harvest: All merchantable indicated species 5" or greater except Pine Species within the painted boundaries.
Reserve: All Pine Species
Utilize wood to a 4" top diameter.
Optional Northern Hardwood Harvest Adjacent

Becker County Natural Resources Mgmt Timber Appraisal

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Page: 2 of 3

Appraised By: Mitch Lundeen	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-03
Appraisal Date: 03/24/2025	Auction Date: 05/01/2026	Permit Number: 26-13A
	Access: Public Access	Expiration Date: 05/01/2028

Landings, Access Roads, and Skid Trails

Locations of access, landings and skid trails must be approved by the sale administrator prior to construction.

Sale Boundary

Sale Boundary is marked in Blue and Red Paint

Site, Soil, and Water Protection

Less than 5% soil disturbance allowed within filter strips along wetlands
Shut down operations if rutting exceeds BMP guidelines. (>5% of operating area)

Slash Disposal

scatter slash on slopes with exposed mineral soil to minimize erosion.
Slash, waterbars or other erosion control efforts must be installed per instructions from the sale administrator.

Tree Size, Marketing, and Special Conditions

Avg Tree Sizes: Aspen 5 sticks, Birch 4 sticks, Oak 4 sticks, Balsam Fir 5 sticks

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Mitch Lundeen	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-03
Appraisal Date: 03/24/2025	Auction Date: 05/01/2026	Permit Number: 26-13A
	Access: Public Access	Expiration Date: 05/01/2028

Site Map:



Appraisal examined and approved by _____
Forester Date

Appraisal examined and approved by _____
Land Department Date

Becker County Natural Resources Mgmt Timber Appraisal

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Page: 1 of 3

Appraised By: Jed Sherod Appraisal Date: 12/11/2025	Sale Type: REGULAR AUCTION SALE Auction Date: 05/01/2026 Access: Public Access	Appraisal Number: FH-25-23A Permit Number: 26-14A Expiration Date: 05/01/2028
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Legal Description

<u>RE Code</u>	<u>Sec.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>School</u>	<u>City/Twp</u>	<u>Subd</u>
257234000	9	142	38	435	Round Lake North	W1/2 NE1/4 AND E1/2 NW1/4
257235000	9	142	38	435	Round Lake North	W1/2 NW1/4
257216000	4	142	38	435	Round Lake North	SW1/4
257232000	8	142	38	435	Round Lake North	E1/2 NE1/4

<u>Bid</u>	<u>Species</u>	<u>Volume</u>	<u>Units</u>	<u>Unit Price</u>	<u>Value</u>	<u>Comments</u>	<u>Bolt %</u>
Bid	Aspen - Mixed	150	Cords	\$22.00	\$3,300.00		5
Bid	Oak, Mixed	80	Cords	\$15.00	\$1,200.00		20
Bid	Basswood - Mixed	60	Cords	\$7.00	\$420.00		15
Bid	Ash,Black - Mixed	40	Cords	\$8.00	\$320.00		10
Bid	Spruce,White - Mixed	20	Cords	\$8.00	\$160.00		20
Non-Bid	Fir, Balsam - Mixed	10	Cords	\$5.00	\$50.00		10
Bid	Birch-Mixed	25	Cords	\$10.00	\$250.00		5
					\$5,700.00	Subtotal	
Total Cords: 385 Total MBF: 0					\$5,700.00	Total	
					\$1,425.00	25% Down Payment	

Bid Symbols: Bid = Bid Species; Non-Bid = Non-Bid Species; Area Est. = Sold Area Estimate; AE Non-Bid = Sold Area Estimate & Non-Bid Species

All species woodsrun unless listed otherwise.

Species Scaled: Ash,Black - Mixed, Aspen - Mixed, Basswood - Mixed, Birch-Mixed, Fir, Balsam - Mixed, Oak, Mixed, Spruce,White - Mixed

Species SAE:

Operability: Dry/Froze: May 1 - March 1	Soil Type: Sandy Loam
Topography: Rolling/Varied	
Acres: 18.63	

DRAIN

Type: REGULAR AUCTION SALE	Acres Cut: 18.63
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Total: 18.63

Harvest Specifications

<u>Access</u>
Public Access - Elbow Lake Road

Becker County Natural Resources Mgmt Timber Appraisal

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Page: 2 of 3

Appraised By: Jed Sherod	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-23A
Appraisal Date: 12/11/2025	Auction Date: 05/01/2026	Permit Number: 26-14A
	Access: Public Access	Expiration Date: 05/01/2028

Harvest Operations

Average stump heights must be less than 9".
Harvest all merchantable indicated species 5" or greater within the painted boundaries.
Reserve: All Maple
Utilize wood to a 4" top diameter.

Landings, Access Roads, and Skid Trails

Locations of access, landings and skid trails must be approved by the sale administrator prior to construction.

MISC Regulation

Tops and limbs may be left at the landing for potential future fuelwood permit

Reserves

Do not damage identified Bearing Trees or Survey Monuments..
Reserve all standing snags except those as indicated in the project plan or present a hazard to operations.
Reserve at least 4 large, downed logs per acre for coarse woody debris.
Reserve known den trees.

Sale Boundary

Boundary is marked in Blue Paint

Site, Soil, and Water Protection

Fuels and other chemicals must be stored away from all wetlands.
Less than 5% soil disturbance allowed within filter strips along wetlands
Shut down operations if rutting exceeds BMP guidelines. (>5% of operating area)

Slash Disposal

Lop and scatter slash to an average depth no greater than 2'.
scatter slash on slopes with exposed mineral soil to minimize erosion.
Slash, waterbars or other erosion control efforts must be installed per instructions from the sale administrator.

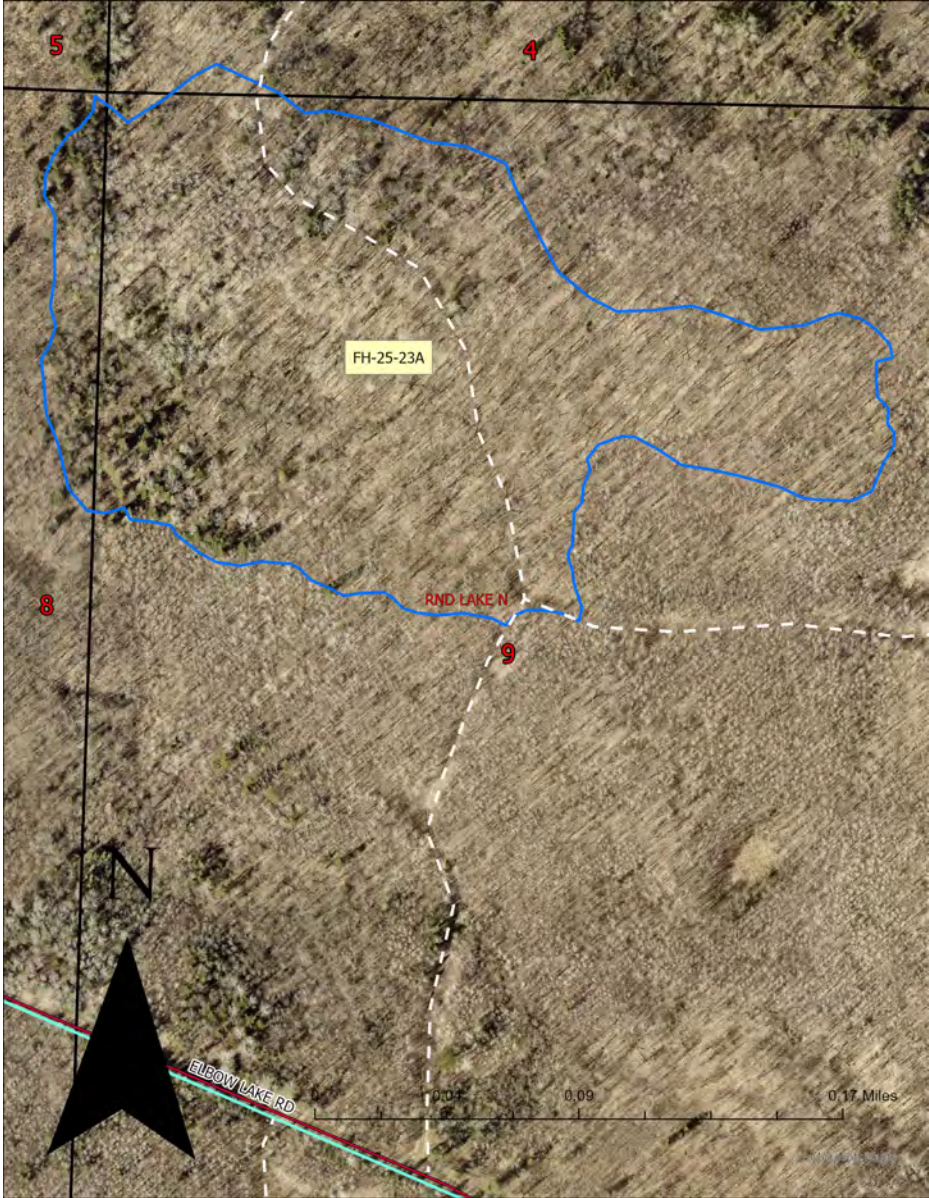
Tree Size, Marketing, and Special Conditions

Avg Tree Size: Aspen 5 sticks, Oak 5 sticks, Basswood 5 sticks, Ash 4-5 sticks, Spruce 5 sticks, Balsam Fir 5 sticks, Birch 4-5 sticks

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Jed Sherod	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-23A
Appraisal Date: 12/11/2025	Auction Date: 05/01/2026	Permit Number: 26-14A
	Access: Public Access	Expiration Date: 05/01/2028

Site Map:



Appraisal examined and approved by _____
Forester Date

Appraisal examined and approved by _____
Land Department Date

Becker County Natural Resources Mgmt Timber Appraisal

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Page: 1 of 3

Appraised By: Erick Barthel Appraisal Date: 10/06/2025	Sale Type: REGULAR AUCTION SALE Auction Date: 05/01/2026 Access: Public Access	Appraisal Number: FH-25-13A Permit Number: 26-15A Expiration Date: 05/01/2028
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Legal Description

<u>RE Code</u>	<u>Sec.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>School</u>	<u>City/Twp</u>	<u>Subd</u>
097132000	21	142	39	435	Eagle View	NE1/4 OF NE1/4
097134000	21	142	39	435	Eagle View	SE1/4 OF NE1/4
097144000	22	142	39	435	Eagle View	NE1/4 NE1/4 & NE1/4 NW1/4
097148000	22	142	39	435	Eagle View	NW1/4 OF NW1/4
090137000	22	142	39	435	Eagle View	SW1/4 OF NW1/4

<u>Bid</u>	<u>Species</u>	<u>Volume</u>	<u>Units</u>	<u>Unit Price</u>	<u>Value</u>	<u>Comments</u>	<u>Bolt %</u>
Bid	Aspen - Mixed	125	Cords	\$22.00	\$2,750.00		10
Bid	Oak, Mixed	100	Cords	\$15.00	\$1,500.00		30
Bid	Birch-Mixed	80	Cords	\$10.00	\$800.00		10
Bid	Basswood - Mixed	30	Cords	\$7.00	\$210.00		5

\$5,260.00	Subtotal
\$5,260.00	Total
\$1,315.00	25% Down Payment

Total Cords: 335 Total MBF: 0

Bid Symbols: Bid = Bid Species; Non-Bid = Non-Bid Species; Area Est. = Sold Area Estimate; AE Non-Bid = Sold Area Estimate & Non-Bid Species
 All species woodsrun unless listed otherwise.

Species Scaled: Aspen - Mixed, Basswood - Mixed, Birch-Mixed, Oak, Mixed

Species SAE:

Operability: Dry/ Frozen Ground: May 1 - March 1	Soil Type: Sandy Loam
Topography: Varied	
Acres: 18.5	

DRAIN

Type: REGULAR AUCTION SALE	Acres Cut: 18.50
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Total: 18.50

Harvest Specifications

Access
South Tullaby Trail

Harvest Operations
Average stump heights must be less than 9".
Harvest all merchantable indicated species 5" or greater within the painted boundaries.
Utilize wood to a 4" top diameter.

Landings, Access Roads, and Skid Trails
Locations of access, landings and skid trails must be approved by the sale administrator prior to construction.

Becker County Natural Resources Mgmt Timber Appraisal

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Page: 2 of 3

Appraised By: Erick Barthel	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-13A
Appraisal Date: 10/06/2025	Auction Date: 05/01/2026	Permit Number: 26-15A
	Access: Public Access	Expiration Date: 05/01/2028

MISC Regulation
Keep recreational trail clear of all woody debris as a result of harvest operations. Leave a base of snow on the snowmobile trail during operations. Pile slash on landing to be burned by Becker County NRM. Tops and limbs may be left at the landing for potential future fuelwood permit Protect continuity of recreation trail during and following operations.

Reserves
Reserve known den trees.

Sale Boundary
Sale Boundary is marked in Blue and Red Paint

Site, Soil, and Water Protection
Fuels and other chemicals must be stored away from all wetlands. Shut down operations if rutting exceeds BMP guidelines. (>5% of operating area)

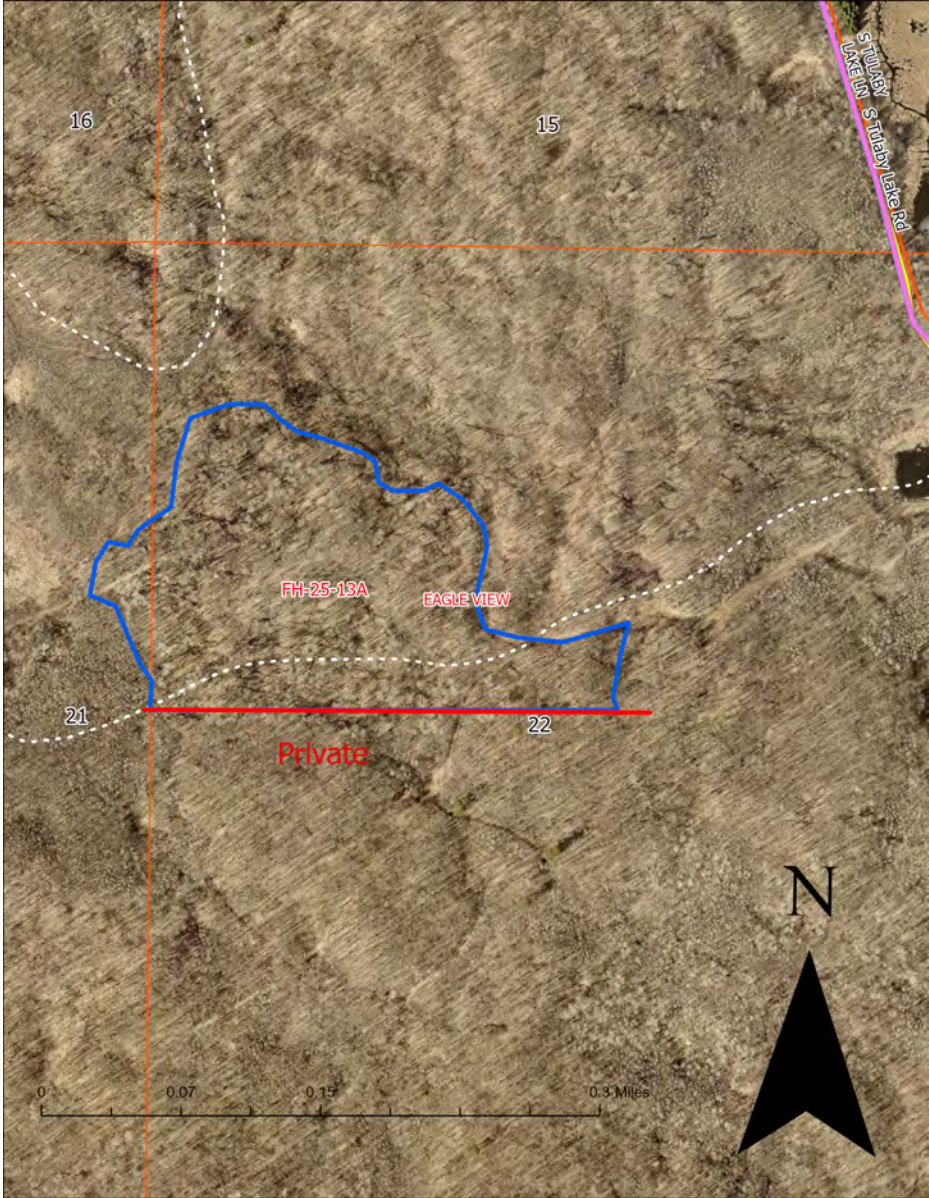
Slash Disposal
scatter slash on slopes with exposed mineral soil to minimize erosion. Slash, waterbars or other erosion control efforts must be installed per instructions from the sale administrator.

Tree Size, Marketing, and Special Conditions
Aspen 6 stk 15-20" DBH Oak 4-6 stk 10-15" DBH

Becker County Natural Resources Mgmt Timber Appraisal

Appraised By: Erick Barthel	Sale Type: REGULAR AUCTION SALE	Appraisal Number: FH-25-13A
Appraisal Date: 10/06/2025	Auction Date: 05/01/2026	Permit Number: 26-15A
	Access: Public Access	Expiration Date: 05/01/2028

Site Map:



Appraisal examined and approved by _____
Forester Date

Appraisal examined and approved by _____
Land Department Date



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: March 11, 2026

SUBJECT:

THROUGH: Environmental Services Committee

TO: Becker County Commission

1. **Reference:** Solid Waste Campus re-permitting
2. **Discussion:** Becker County needs to have Minnesota Pollution Control Agency (MPCA) approval and permission to operate the County Solid Waste Campus. Permit SW-311 is a 10-year permit and will expire in 2027. The proposed project cost to update SW-311 permit is estimated at \$34,000 by Widseth. The proposal includes updating the operations plan, determining and proposing updated operational capacity, and identifying proposed infrastructure changes on the solid waste campus. The proposed permit updates will be identified in the application to the State, after review and approval by the MPCA staff, the application will be posted for public comment, then approved by the MPCA for the operational period from 2027-2037. Future changes to the permitted activities can be made as modifications to the plan, however, they will need to be submitted for review to the MPCA and public review prior to implementing the changes.
3. **Funding:** Fund 18 – Professional Services
4. **Requested Action:** Board motion approving the proposal by Widseth to assist the County in updating and reissuing MPCA Solid Waste Permit SW-311 as submitted by Widseth.
5. The point of contact for this memorandum is Steve.Skoog@co.becker.mn.us or by phone at 846-7310.

Distribution: County Commissioners
County Administrator

January 26, 2026

Mr. Steve Skoog, Director
Becker County Land Use Department
Becker County Courthouse
915 Lake Avenue
Detroit Lakes, MN 56501

Alexandria
610 Fillmore Street
Alexandria MN 56308
320.762.8149
Alexandria@Widseth.com
Widseth.com

**Re: Schedule to Compete Permit Reissuance Application
Becker County Demolition Landfill
Solid Waste Permit #: SW-311
Widseth No. 2025-10266**

Dear Mr. Skoog,

On January 8, 2026, Widseth Smith Nolting (Widseth) attended a meeting at the Becker County Courthouse to discuss the future activities planned for the Becker County Demolition Landfill (Facility). Part of the discussion was related to the reissuance of the Facility's solid waste permit, which expires September 18, 2027. Other discussion topics at this meeting included the development of a source separated organic material (SSOM) and processing sheetrock for commercial sale. Due to the upcoming expiration of the solid waste permit, a request was made to develop a timeline (see below) for completing the reissuance application for the Facility.

February 27, 2026	County to determine the extent of items to include in the permit reissuance application, such as SSOM and sheetrock processing.
March 6, 2026	Widseth presents proposal with scope of work to complete the reissuance of the application.
April 3, 2026	Approval needed from County to start on Permit Reissuance (this gives Widseth approximately 9 months to complete the re-permitting)
January 8, 2027	Submit permit reissuance application documents to County for review.
February 19, 2027	Address any comments from the County and return for approval to submit the MPCA.
March 18, 2027	Submit permit reissuance application to the MPCA via online services. (Requires a minimum of 180 days)
September 18, 2027	Current solid waste permit expires.

Please let us know you have any questions about the above schedule. If you do have any questions, you can reach me by phone at 218-316-3626 or by email at Duncan.Widman@widseth.com.

Sincerely,

Widseth

February 25, 2026

Mr. Steve Skoog, Director
Becker County Land Use Department
Becker County Courthouse
915 Lake Avenue
Detroit Lakes, MN 56501

Alexandria
610 Fillmore Street
Alexandria MN 56308

320.762.8149
Alexandria@Widseth.com
Widseth.com

**Re: Permit Reissuance of Becker County Solid Waste Management Facility
MPCA Solid Waste Permit No. SW-311**

Dear Mr. Steve Skoog:

Your solid waste permit for the Becker County Solid Waste Management Facility (Facility) is set to expire on September 18, 2027, and a new permit reissuance application (application) needs to be prepared. As indicated in your current permit, per section 5.1.5, the application must be submitted to the Minnesota Pollution Control Agency (MPCA), a minimum of 180 calendar days prior to the expiration date. Consequently, it is mandatory an application be prepared and submitted to the MPCA, no later than March 18, 2027. Widseth will prepare and submit the application to the Facility no later than January 8, 2027, for review. Pending any edits made by the Facility, Widseth will submit the application to the MPCA electronically, via the MPCA's online services.

Widseth has prepared this proposal to complete a new permit for the operation of your Facility. Our scope of services for the permitting process includes the following:

1. Complete the MPCA online Solid Waste Permit Application.
2. Review and update the existing Engineering Report.
3. Review and update the existing Closure Plan and Costs.
4. Review and update the existing Post-closure Plan and Costs.
5. Review and update the existing Contingency Action Plan and Costs.
6. Review and update the existing Emergency Response Plan.
7. Review and update the existing Inspection Schedule.
8. Review and update the existing Operations Plan.
9. Review and update the Industrial Solid Waste Management Plan (ISWMP).
10. Complete the Hydrogeologic Evaluation Form.
11. Create a Well Inventory and Map within a one-mile radius of the Facility.
12. Make the necessary modifications to the landfill plan sheets.
13. Proposed SSOM. Complete suitability workplan for an SSOM compost facility and complete an SSOM Application.

Scope of Work

The following scope of work was developed to assist you in obtaining a new permit for your demolition landfill.

1. Complete the MPCA Solid Waste Permit Application

Widseth will prepare the solid waste permit application on your behalf. Our scope includes review and coordination with the Agency to ensure a successful application.

2. Engineering Report

Although you will continue to operate under the current set of plan sheets, there are parts of the Engineering Report that need to be updated. Widseth will update the existing report, making the necessary changes to support the MPCA application.

3. Closure Plan and Costs

Since the last permit was prepared for the Facility, supplemental information has been required by the MPCA. The Closure Plan and Costs for the Facility will be updated to include the additional information.

4. Post-closure Plan and Costs

Since the last permit was prepared for the Facility, supplemental information has been required by the MPCA. The Postclosure Plan and Costs for the Facility will be updated to include the additional information.

5. Contingency Action Plan and Costs

Since the last permit was prepared for the Facility, supplemental information has been required by the MPCA. The Contingency Action Plan and Costs for the Facility will be updated to include the additional information.

6. Emergency Response Plan

Since the last permit was prepared for the Facility, supplemental information has been required by the MPCA. The Emergency Response Plan for the Facility will be updated to include the additional information.

7. Inspection Schedule

Since the last permit was prepared for the Facility, supplemental information has been required by the MPCA. The Inspection Schedule for the Facility will be updated to include the additional information.

8. Operations Plan

Since the last permit was prepared for the Facility, supplemental information has been required by the MPCA. The Operations Plan for the Facility will be updated to include the additional information.

9. Industrial Solid Waste Management Plan (ISWMP)

We will review your current ISWMP. Based on new requirements from the MPCA, changes to the document are required.

10. Hydrogeologic Evaluation Form

Since the last permit was prepared for the Facility, this form was not required to be submitted. New requirements from the MPCA state that this form be completed.

11. Well Inventory and Map

Since the last permit was prepared for the Facility, this inventory and map were not required to be submitted. New requirements from the MPCA state that these documents be completed.

12. Landfill Plan Sheets

Our experience indicates there will be changes to the plan sheets from one permit to the next; therefore, we are assuming there will be minor modifications to the plan sheets to reflect the conditions at the Facility.

13. SSOM Facility

Proposed SSOM composting facility. Complete the site suitability workplan for the SSOM and complete the SSOM application for the site that meets the suitability requirements. This does not include the design costs for the proposed facility.

Costs

We are estimating \$34,000 to complete the work as outlined above. Widseth will bill these services on an hourly basis in accordance with our standard Fee Schedule and General Conditions (attached). This fee includes one meeting with the MPCA to address one round of comments. Any additional correspondence will be charged hourly, in accordance with the fee schedule in effect at the time.

If you wish to retain our services, please sign below and return one copy to us as our authorization to proceed. You may keep the other copy for your records. We appreciate the opportunity to present this proposal to you and look forward to assisting you in completing the permit. Please feel free to contact me if you have any questions. My number is 218-316-3626 and my email is Duncan.Widman@widseth.com.

Sincerely,

WIDSETH



Duncan Widman
Environmental Scientist

PROPOSAL OF WIDSETH

BY: Mike Pederson
Mike Pederson, Director of Environmental Services, V.P.

ACCEPTED: Widseth is authorized to perform the scope of work in accordance with the attached general provisions and proposed fees.

BY: _____
Becker County

DATE: _____

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 16. CONTINGENCY FUND

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE

PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: March 11, 2026

SUBJECT: Support of a Prairie Lakes Municipal Solid Waste Authority (PLMSWA) Capital Project.

THROUGH: Environmental Services Committee

TO: Becker County Commission

Reference: Resolution 03-26-2D

1. **Discussion:** Otter Tail County is applying for a State Capital Assistance Program (CAP) grant to help fund the construction of a permanent ash processing facility and a new solid waste transfer station. The ash processing facility will screen ash generated at the Perham Resource Recovery Facility; the ash will be used in future road projects in the PLMSWA counties.
2. **Funding:** Becker County will pay for a portion of the ash processing facility based on ownership in the PLMSWA in an ash management fee.
4. **Requested Action:** A Board motion approving Resolution 03-26-2D
5. The point of contact for this memorandum is Steve.Skoog@co.becker.mn.us or by phone at 846-7310.

Distribution: County Commissioners
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 03-26-2D

IN SUPPORT OF PRAIRIE LAKES MUNICIPAL SOLID WASTE AUTHORITY CAPITAL PROJECT

WHEREAS, Becker County is a member of the Prairie Lakes Municipal Solid Waste Authority (PLMSWA), a five-member joint powers board comprised of Becker, Clay, Otter Tail, Todd, and Wadena Counties; and

WHEREAS, PLMSWA operates a regional waste management program that diverts approximately 54,000 tons per year of Municipal Solid Waste (MSW) from landfilling through resource recovery operations; and

WHEREAS, PLMSWA currently landfills approximately 10,000 to 11,000 tons per year of waste combustor ash and has conducted thoughtful research, engineering review, and pilot testing to transition to a sustainable ash recycling and management program; and

WHEREAS; PLMSWA successfully demonstrated ash recycling through a pilot road construction project and is prepared to move toward full-scale implementation; and

WHEREAS, State Bonding could provide up to \$7,267,000 in state funding through the Capital Assistance Program (CAP) to support construction of a permanent ash processing facility and modernization of Otter Tail County's solid waste transfer station; and

WHEREAS, PLMSWA and its member counties will provide at least a 50 percent local match (\$7,267,000) proportionate to the improvements they each receive, leveraging an additional \$1,177,000 recommended for funding by the Legislative-Citizen Commission on Minnesota Resources (LCCMR) in 2026, pending legislative approval; and

WHEREAS, this project was submitted to the Minnesota Pollution Control Agency (MPCA) and ranked as the highest scoring application in the MPCA's 2026 Capital Assistance Program funding recommendations to the Governor; and

WHEREAS, Becker County recognizes the importance of strategic state investment in local infrastructure and strongly supports this project as a key regional bonding request for 2026.

NOW, THEREFORE, BE IT RESOLVED, that the Becker County Board of Commissioners does hereby support state bonding for this project and respectfully urges the Minnesota Legislature and Governor to approve funding for this important regional infrastructure project.

Duly adopted this 17th day of March, 2026, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ Erica Jepson
Erica Jepson
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 17th, 2026, as recorded in the record of proceedings.

Carrie Smith
County Administrator

**NEOT FACILITY IMPROVEMENTS COST ESTIMATE
PLMSWA ASH PROCESSING AND
OTTER TAIL COUNTY TRANSFER STATION**

TABLE 1 - COST BY PROJECT

Ash Storage Cost Estimate	\$1,890,000
Ash Processing Cost Estimate	\$7,125,000
Transfer Station Cost Estimate	\$5,287,000
TOTAL PROJECT COST	\$14,302,000

TABLE 2 - COST PARTICIPATION SUMMARY

PLMSWA COST SHARE	\$3,733,031
OTTER TAIL COUNTY COST	\$2,240,969
MAXIMUM CAP GRANT REQUEST (50%)	\$7,151,000
LCCMR GRANT AMOUNT	\$1,177,000
TOTAL ESTIMATED PROJECT COST	\$14,302,000

District 1:

Del King: Jan 2026 – Board of Adjustments

Harvey Aho: Feb 2026 – Planning Commission

Nancy Bachmann: March 2026 – Planning Commission

District 2:

Tommy Disse: Jan 2026 – Planning Commission

District 3:

John Okeson: Jan 2026 – Planning Commission

District 4:

Kohl Skalin: Sept 2025 – Board Of Adjustments

Dave Blomseth: Feb 2026 – Planning Commission

District 5:

Jeff Moritz: Feb 2026 – Planning Commission

Roger Boatman: Feb 2026 – Board Of Adjustments

Kim Mattson: March 2026 – Planning Commission

Member at Large:

Larry Knutson: Feb 2026 – Board Of Adjustments

Becker County Township Association

March 5th, 2026

15320 Blackhawk Road

Audubon, Minnesota 56511

Becker County Commissioners:

The Becker County Township Association, representing 37 townships across Becker County, respectfully submits this letter to express our strong support for maintaining the Auditor-Treasurer as an elected office rather than converting it to an appointed position. We understand you are meeting about this topic on March 17th, 2026 at 9:00 am. We hope you will share these concerns.

Townships rely on the Auditor-Treasurer for functions that directly affect elections, taxation, financial oversight, and the integrity of county operations. Because these responsibilities have a direct and substantial impact on residents, township boards, and local governments, we believe the position must remain accountable directly to the voters of Becker County.

Our support for retaining the elected structure is grounded in several key principles:

- **Transparency and Public Accountability** — An elected Auditor-Treasurer answers to the citizens, not to a single appointing authority. This ensures decisions about taxation, financial management, and election administration remain visible and accountable to the public.
- **Protection from Political Consolidation** — Separating fiscal oversight from administrative or executive appointment helps preserve checks and balances within county government and prevents the concentration of authority.
- **Public Trust in Elections and Financial Stewardship** — Residents expect impartiality and independence in the administration of elections, property tax calculations, and county financial reporting. Direct election reinforces public confidence in these core functions.
- **Community Connection and Local Presence** — Keeping the office elected ensures the Auditor-Treasurer is a member of our community, not someone living or working in another county or state. Local residency strengthens understanding of Becker County's needs, maintains accessibility for township officials and residents, and preserves the long-standing expectation that this officer is rooted in the community they serve.

Becker County has long benefited from an elected Auditor-Treasurer. Township officials and residents value the continuity, accessibility, and responsiveness that come from electing this position.

For these reasons, the Becker County Township Association urges decision-makers to preserve the Auditor-Treasurer as an elected office. We believe this structure best serves the interests of our townships, our residents, and the long-term integrity of county governance.

Thank you for your consideration and for your continued commitment to transparent and accountable local government.

Sincerely,

Becker County Township Association Board of Directors

March 11, 2026

Toad Lake Township
19045 428 Ave
Frazee, MN 56544

Attention: Carrie Smith

Becker County Commissioners:

The Toad Lake Township Board would like to express our shared belief that the position of Auditor-Treasurer, for Becker County, remain as an elected position.

The residents/voters also made a motion at our Annual Meeting on March 10 that they wanted the position to remain an elected one, not appointed.

This is based on the following principles:

- It maintains transparency and public accountability
- Preserves a checks and balances administration
- Increases public trust for elections and financial reporting
- Ensures the position is held by someone within the community; with an understanding of our County's specific needs

Thank you for considering our view as a township.

Sincerely,

Toad Lake Township Supervisors –

Randy Wurst, James Yliniemi, and Peter Levijoki

From: Walworth Clerk <walworthclerk@gmail.com>

Sent: Wednesday, March 11, 2026 9:35 AM

To: Barry K. Nelson <bknelso@co.becker.mn.us>; Carrie Smith <carrie.smith@co.becker.mn.us>

Subject: [EXTERNAL]Auditor/Treasurer position

BECKER COUNTY SECURITY NOTICE:

This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact support.

We, the township officers of Walworth Township, are writing to express our strong support for maintaining the Auditor/Treasurer position as an elected office rather than converting it to an appointed position. We believe the position should remain accountable directly to the voters of Becker County. This ensures that decisions about taxation, financial management, and election administration remain visible and accountable to the public. We feel that having the position an appointed one by the Commissioners creates a concentration of power by the board. Please, preserve the Auditor/Treasurer position as an elected office.

Sincerely,

Robert Klemetson, Clerk

**BECKER COUNTY BOARD OF COMMISSIONER
RESOLUTION 03-26-2A
MAKE THE POSITION OF COUNTY AUDITOR / TREASURER
APPOINTED RATHER THAN ELECTED**

WHEREAS, Minnesota Statutes § 375A.1205 authorizes the County Board to make the office of County Auditor/Treasurer appointive under the following circumstances:

- 1) There is a vacancy in office as provided in section 351.02;
- 2) The current office holder has notified the county board that the officer will not file for the office; as provided in subdivision 2; or
- 3) There is a signed contract with the county board and the incumbent auditor-treasurer that provides that the incumbent officer will be appointed to the position and retain tenure, pay, and benefits equal to or greater than length of service.

WHEREAS, the County Board finds as follows:

- 1) The office of county auditor/treasurer will become vacant due to the current elected auditor/treasurer providing notice they do not intend to file for reelection. *Email to Board of Commissioner dated February 4, 2026.*
- 2) The conditions of Minnesota Statutes § 375A.1205 are met to permit the conversion of this office to an appointive position; and
- 3) The Board will provide public notice and opportunity for comment as required by state law. A Public comment/hearing will be held on March 17, 2026 @ 9:00 a.m. at the Becker County Courthouse. In addition written public comments can be submitted online via Becker County website: co.becker.mn.us, mailed or hand delivered to Becker County Administration, 915 Lake Avenue, Detroit Lakes, MN 56501 prior to March 17, 2026

NOW, THEREFORE, BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves the following:

1. **Intent to Appoint.** The County Board hereby declares its intent to make the position of County Auditor / Treasurer an appointed (rather than elected) county officer under Minnesota Statutes § 375A.1205.
2. **Authority.** This change is authorized because the current office holder has notified the county board that the officer will not file for the office, as provided in subdivision 2 of Minnesota Statute 375.1205.
3. **Public Notice.** The Board will publish this resolution in the county's official newspaper and will provide an opportunity for public comments at its regular board meeting, March 17, 2026, at 9:00 am.
4. **Decision.** The board may vote to approve this resolution to move the position of auditor/treasurer to an appointed position by 4/5th of the board members voting in favor.

5. **Petition Period.** A period of thirty (30) days shall be provided following adoption of this resolution for the filing of a valid petition requesting a referendum, as allowed under Minnesota law.
6. **Effective Date.** If no valid petition is filed within thirty (30) days of adoption, this resolution shall become effective as of January 5, 2027, and the County Board shall proceed to appoint an Auditor-Treasurer in accordance with applicable law.

Duly adopted this 17th day of March 2026, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ Erica Jepson
Erica Jepson
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 17, 2026, as recorded in the record of proceedings.

Carrie Smith
County Administrator

March 5, 2026

Commissioner David Meyer
Becker County Board of Commissioners
913 Lake Ave
Detroit Lakes, MN 56501

The City of Detroit Lakes (the "City") is considering a proposal to establish Municipal Development District No. 1 and adopt a Development Program therefor, and to establish Tax Increment Financing District No 1-1: Lincoln Apartments (the "TIF District") and adopt a Tax Increment Financing Plan (the "TIF Plan") therefor. The TIF District will be a redevelopment tax increment financing district. Tax increments collected from the TIF District will enable the City to facilitate the renovation and expansion of the vacant Lincoln School into an approximately 35-unit market-rate apartment building with underground parking at 204 and 220 Willow Street East in the City. The proposed location of the TIF District is within Municipal Development District No. 1 and is indicated on the attached map. The proposed location of the TIF District currently consists of two parcels within Municipal Development District No. 1 currently identified as Parcel Identification Number(s) 497066000 and 491451000. The property address is 220 East Willow Street in Detroit Lakes.

Minnesota Statutes, Section 469.175, Subd. 2a, requires that prior to the adoption of a redevelopment tax increment district, the City must notify the County Board member representing the area included in the proposed TIF District at least 30 days prior to publishing the notice of public hearing. A draft of the TIF Plan will be sent to the County Board and School Board by March 13, 2026.

The City would like to shorten this timeframe for review as tax increment assistance is a necessary part of the funding package that needs to begin prior to undertaking the project and is requesting that you waive the 30-day notification requirement for this District by providing written comment on the proposal and/or returning the attached statement as a reply to this email.

We would like to solicit your comments and offer to meet with you at your convenience, if you so desire. In addition, we invite you to attend the public hearing to be held by the City Council at the City Council Chambers on April 14, 2026 beginning at approximately 5:00 PM. Please direct any comments or questions to Hope Williams at the City of Detroit Lakes at (218) 846-7109, or to me at (651) 697-8508.

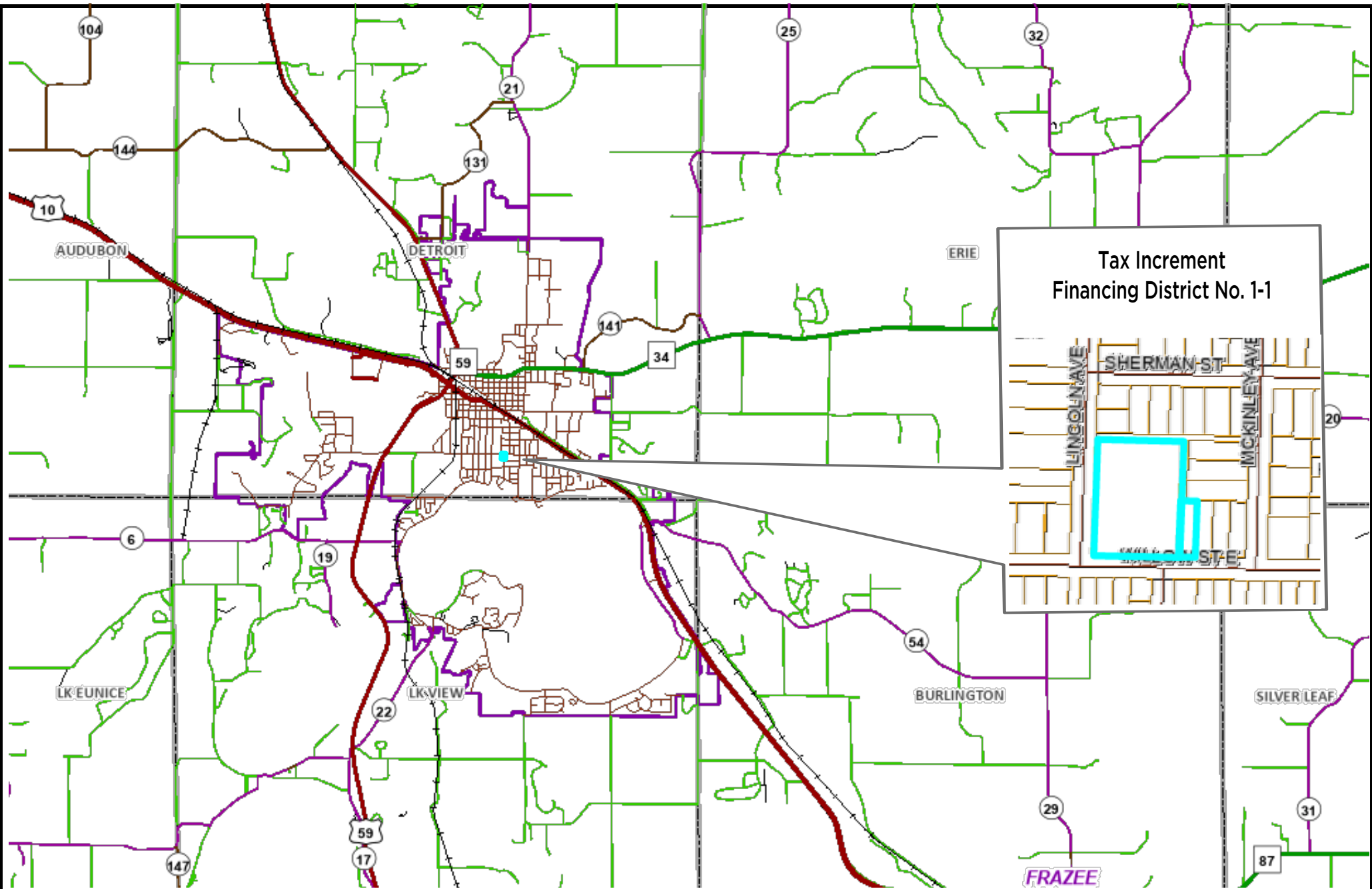
Sincerely,

A handwritten signature in black ink, appearing to read 'Todd Hagen', written over a light blue horizontal line.

Todd Hagen, Senior Municipal Advisor

Acting for and on behalf of the City of Detroit Lakes, Minnesota

cc: Hope Williams, City of Detroit Lakes
Mary Ippel, Taft Stettinius & Hollister LLP



The boundary of Municipal Development District No. 1 are coterminous with the City limits

City of Detroit Lakes
Municipal Development District No. 1
Tax Increment Financing District No. 1-1
Becker County, Minnesota



1:135,209

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

**BECKER COUNTY STATEMENT WAIVING THE 30-DAY NOTICE
FOR REVIEW OF COUNTY COMMISSIONER NOTIFICATION REQUIREMENT
FOR THE ESTABLISHMENT OF
TAX INCREMENT FINANCING DISTRICT NO 1-1: LINCOLN APARTMENTS
IN THE CITY OF DETROIT LAKES**

I, David Meyer, County Commissioner of Becker County, received the email containing the notice and map related to proposed establishment of Tax Increment Financing District No 1-1: Lincoln Apartments, a Redevelopment district, to facilitate the renovation and expansion of the vacant Lincoln School into an approximately 35-unit market-rate apartment building with underground parking at 204 and 220 Willow Street East in the City within the District in the City, to be considered by the Detroit Lakes City Council on April 14, 2026.

Please consider this statement as the Commissioner's written acknowledgement of receipt of the information and waiver of the 30-day notification requirement prior to the publication of the City's public hearing notice.

Dated: _____, 2026

Becker County Commissioner

DELEGATION AGREEMENT
Aquatic Invasive Species (AIS) Prevention
Inspection of Water-related Equipment

This agreement is made by and between the Department of Natural Resources (referred to as DNR), an administrative agency of the State of Minnesota and

(referred to as Governmental Unit), a local government unit (individually referred to generally as a Party or together as Parties). This agreement is entered into under authority granted to DNR pursuant to Minnesota Statutes section 84D.105.

WHEREAS AQUATIC INVASIVE SPECIES (AIS) are nonnative species that cause or may cause economic or environmental harm or harm to human health or threatens or may threaten natural resources or the use of natural resources in the state;

WHEREAS DNR has been authorized and charged with responsibility by the state legislature to establish a statewide program to prevent and manage the spread of AIS in coordination with other governmental entities; DNR has in its employ conservation officers trained and authorized to enforce the state invasive species laws; and DNR has developed AIS inspection protocols;

WHEREAS pursuant to Minnesota Statutes section 84D.105, Subdivision 2(a), Governmental Unit is a Tribal or local government that agrees to assume legal, financial, and administrative responsibilities for inspection programs on some or all public waters within their jurisdiction; and

WHEREAS DNR and Governmental Unit are committed to the following three core principles:

- Coordination of their authority and resources to develop a reasonable and effective water-related equipment inspection requirement to stop the spread of AIS in the state and prevent the introduction of new AIS;
- a collaborative, cooperative approach to AIS management and prevention;
- ensuring continued access to public waters.

NOW, THEREFORE it is mutually agreed by and between the Parties as follows:

1. PURPOSE. The purpose of this agreement is to enhance Minnesota's capacity to prevent the spread of AIS by enabling local governmental entities to perform AIS inspections and manage access to water resources in keeping with the three principles stated above.

2. TASKS AND RESPONSIBILITIES.

A. DNR or its delegee will provide training of individuals employed by Governmental Unit and/or individuals working for contractors to Governmental Unit as inspectors and, upon successful completion of training and testing requirements, the DNR will certify individuals as authorized inspectors in accordance with Minnesota Statutes section 84D.105, subd. 2(a). DNR will assume all obligation for training to the extent set forth in Minnesota Statutes section 84D.105.

B. When requested by a law enforcement agency, DNR Enforcement will provide AIS training to licensed peace officers

C. Governmental Unit will work with their local city and county law enforcement to ensure that local licensed peace officers are available to support Governmental Unit inspectors. Governmental Unit inspectors shall utilize local city and county law enforcement agencies as their primary law enforcement support when inspection stations are operated. DNR Conservation Officers may assist with support if a local agency officer is unavailable and there is an egregious violation.

D. Governmental Unit will design and implement an AIS inspection program, detailed in a Watercraft Inspection Program Plan, which must be approved by DNR, on some or all public waters within their jurisdiction utilizing existing authorities and the authority granted to inspectors under Minnesota Statutes sections 84D.105, subd. 2(b) and 84D.10, subd. 3(a), clauses 1, 3, and 4 (the Program). The program must comply with all requirements in Minnesota Statutes section 84D.105 and in DNR Watercraft Inspection Program procedures and manuals.

E. Governmental Unit will designate individuals employed by the Governmental Unit and/or individuals working for contractors to Governmental Unit to serve as inspectors for the Program and ensure that these individuals complete the required training and certification in paragraph 2A of this agreement prior to performing inspections. Governmental Unit will help coordinate training of licensed peace officers as provided under paragraph 2B of this agreement.

F. Governmental Unit will provide one or more inspection stations established under the Program with trained and certified inspectors, who will exercise inspection authorities in accordance with current DNR procedures and manuals. General inspection procedures include:

- i. Visually and tactilely inspecting water-related equipment to determine whether aquatic invasive species, aquatic macrophytes, or water is present;
- ii. Instructing persons on how to comply with AIS laws by removing AIS, draining, decontaminating, or treating AIS and water-related equipment to prevent the transportation and spread of aquatic invasive species, aquatic macrophytes, and water;
- iii. Issuing verbal orders to prohibit placing water-related equipment, that has AIS attached or water that has not been drained, into waters of the state;
- iv. With owner's consent, assisting with the removal of AIS and decontamination of water-related equipment; and
- v. Contacting local law enforcement or Conservation Officers if a person transporting watercraft or water-related equipment refuses to take corrective actions to remove AIS or fails to comply with requirements to drain water prior to leaving the water access.

G. Governmental Unit will support education and outreach projects and programs designed to increase public awareness and knowledge of the risks AIS pose to water resources and public capacity to contribute to the effort to prevent and manage the spread of AIS.

H. Governmental Unit assumes legal, financial, and administrative responsibilities for their staff and/or individuals working for contractors and the actions of their staff/contractors and will bear costs incurred in completing the tasks and responsibilities herein, except that DNR will provide, at its sole expense, staff and/or contracted professionals to coordinate and conduct the training described herein.

I. Governmental Unit and DNR will regularly meet or consult with each other to collaboratively develop the above-described elements of Governmental Unit AIS Program and potential models that could be used by other local government entities to help prevent the spread of AIS, guided by the three core principles stated above.

J. Governmental Unit must submit an End-of-Season Watercraft Inspection Report to the DNR summarizing the results and issues related to implementing the inspection program.

3. LIABILITY. Each Party to this agreement shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its agents, volunteers or employees. It is understood and agreed that liability and damages arising from the Parties' acts and omissions are governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable laws.

4. TERM AND TERMINATION. The agreement becomes effective on the date of final signature. This agreement expires on December 31; . The agreement may be terminated with or without cause by 30-day written notice to the other Party.

5. ENTIRE AGREEMENT. This agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between DNR and Governmental Unit, and contains the entire agreement with regard to the subject matter herein.

6. AMENDMENTS. This agreement may be amended only by the mutual consent of the Parties in writing, signed by each of the Parties.

7. NOTICE. Any written communication required under this agreement will be addressed to the other Party as follows, except that any Party may change its representative and/or address for notice by so notifying the other Party in writing:

To DNR:

Watercraft Inspection Program Supervisor
Minnesota Department of Natural
Resources 500 Lafayette Road, Box 25
St. Paul MN 55155-4025

To Governmental Unit:

Name/Title:

Governmental Unit:

Address:

Address:

8. GOVERNING LAW AND VENUE. This agreement will be governed by and interpreted in accordance with the laws of the State of Minnesota. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9. WAIVERS. The waiver by DNR or Governmental Unit of any breach or failure to comply with any provision of this agreement by the other Party will not be construed as nor will it constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this agreement.

10. STATE AUDITS. Under Minnesota Statutes section 16C.05, subd. 5, Governmental Unit books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

11. GOVERNMENT DATA PRACTICES. Governmental Unit and DNR must comply with the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, as it applies to all data provided by DNR under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Governmental Unit under this agreement. The civil remedies of Minnesota Statute section 13.08 apply to the release of the data referred to in this clause by either Governmental Unit or DNR.

If Governmental Unit receives a request to release the data referred to in this Clause, Governmental Unit must immediately notify the DNR's Data Practices Compliance Official. The Governmental Unit's response to the request shall comply with applicable law.

The state complies with Minnesota Government Data Practices Act regarding the released of any data created, collected, received, stored, used, maintained, or disseminated by the respective party under this agreement. The state and the Governmental Unit shall let each other know when a data request has been received.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto execute and deliver this agreement.

GOVERNMENTAL UNIT:

By: _____

Title: _____

Date: _____

DEPARTMENT OF NATURAL RESOURCES

By: _____

Title: Director, Division of Ecological and Water Resources

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Title: _____

Date: _____