



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, May 19, 2026 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 113 360 192#

- 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 May 5, 2026 3
- 8:25 Consent Agenda
1. Auditor-Treasurer: Regular Claims, Auditor Warrants, & Claims over 90 Days 7
 2. Auditor-Treasurer: Resolution 05-26-2C - Tax Forfeit Land Sale 8
 3. Auditor-Treasurer: License List 11
 4. Human Services: Regular Claims, Public Health, & Transit
 5. Land Use: Resolution 05-26-2A - Recycling Market Development Grant Application 12
 6. Land Use: Resolution 05-26-2B - Environmental Assistance Grant to Construct a building for the Reuse Program Application 16
 7. Assessor: Abatements 20
- 8:30 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
 - a) Pelican River Watershed District 21
- 9:00 **Public Hearing: On behalf of the MPCA - Canceled Withdrawn**
1. Applicant: Zurn Family LLLP
- 9:10 Planning & Zoning
1. Conditional Use Permit Extension Request
 - a) Greater Than Gold Investment LLC - Request an extension of recorded document number 705674
 2. Annual Review of the Conditional Use Permit for We Fest 23
- 9:20 County Administrator
1. Report
 2. Narcan Policy 44
 3. 2026 Becker County Procurement Policy 49
 4. 2027 Budget Timeline 89
 5. Community Corrections Update
- 9:50 Human Resources

1. New Policy 90

9:55 Break

10:00 Land Use

1. Capital Purchase Request - Landfill Fencing 92

2. Construction & Demo Study & Future Plans 94

10:15 Sheriff

1. Life Saving Awards

Adjourn

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, May 5, 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, Meyer) carried.
2. Minutes – Motion and second to approve minutes of April 21, 2026 with the requested changes (Meyer, Nelson) carried.

Consent Agenda

1. Motion and second to approve and accept the following Consent Agenda Items:
Auditor-Treasurer: Regular Claims, Auditor Warrants and Claims over 90 Days, Licenses for the following: Tobacco License – Seasonal – We Fest – Raymond Mithun – Lake View Twp – May 5, 2026-October 31, 2026, March 2026 Cash Comparison, Sales Tax, & Investments, Human Services: Regular Claims, Public Health, & Transit, Assessor – Abatements in the amount of \$7,300, Recorder: Canon iPH Service Agreement in the amount of \$45/month for 60 months, Sheriff: Salvage & Forfeited Vehicle Disposition (18 vehicles for salvage/scrap, and 7 vehicles for auction) (Hansen, Meyer) carried.

Commissioners:

1. Open Forum:
 - Dean Lutz – Blight property on Brandy Lake concerns.
2. Blight Property Update: presented by Carrie Smith.
 - Departments are working together and moving forward with properties.
 - Properties are at different stages. Carefully working through the process.
3. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Meyer – Fair Board, AMC Negotiating Training, Sheriff.
 - Commissioner Nelson – Sheriff, Lakeland Mental Health, Zoning Ordinance.
 - Commissioner Vareberg – Environmental.
 - Commissioner Hansen – Environmental, PLMSWA, RAC.

- Commissioner Jepson – Fair Board, RAC.

4. Appointments.

- Motion and second to appoint Jeff Moritz to the Zoning Ordinance Review Committee to fulfill the remaining term ending on December 31, 2026 (Nelson, Vareberg) carried.
- Motion and second to approve Resolution 05-26-1A – Reappoint County Engineer James Olson for a 4-Year Term ending on May 31, 2030 (Meyer, Nelson) carried.

County Administrator: presented by Carrie Smith.

1. Report.

- Sheriff Glander was honored with the Everyday Hero Award from the United Way of Becker County.
- Veterans Services will help Norman County while they find a new Veterans Service Officer.
- Work Session – May 26 at 8:30 am.

2. Landfill fencing.

- Get quotes for 3-tencil wire.

3. Probation Update.

- Working on the costs to bring probation back under Becker County.

4. Probation: Peer Support Presentation: presented by Brian Rubenstein and Wade Erickson.

- Global Data – 61% of clients are more likely to finish outpatient treatment, reduction in technical violations, and reduction in reincarceration.
- Becker County Data – 70 participants in 8 months, 84 referrals received, outcome success rate sustained above 75%.
- Adam Martin – Project F5
 - Becker County is the pilot program in Minnesota.
 - Brought in a Chief Operations Officer to put policies in place and bring the organization back on track.

Public Health: presented by Amanda Kumpula

1. Overdose/Naloxone (Narcan) Presentation.

- Naloxone is the generic medication that reverses opioid overdoses, while Narcan is the brand-name nasal spray form of naloxone.
- Opioid overdoses can happen to anyone.
- Community access to Narcan does not increase the opioid use.

- Narcan is helping decrease the fatal overdoses in Minnesota.
- ONE Box Naloxone storage to be placed by the AEDs in the county.
- Bring Narcan policy to the Safety Committee.

Land Use-Environmental Services: presented by Steve Skoog

1. Motion and second to approve Resolution 05-26-1B – Personnel Request – Full-Time Truck Driver (Hansen, Vareberg) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Planning Commission Recommendations 03/25/2026

- Motion and second to concur with the Planning Commission recommendation for Vertical Bridge on behalf of Justin Aschnewitz – Request a Conditional Use Permit for a two hundred sixty (260) foot guyed tower with a nine (9) foot lightening rod with the addition of filing a copy of Natural Environment Protection Act Study with Planning & Zoning prior to the erection of the tower, lighting, and a financial guarantee from Vertical Bridge of \$67,500 bond to ensure funds to remove the tower to be reviewed within 1-year to see how long the bond will be required, if not reviewed within a year the requirement for bond will be eliminated (Nelson, Meyer) carried.
 - Motion and second to concur with the Planning Commission recommendation for Vertical Bridge on behalf of Steven & Leah Lymburner – Request a Conditional Use Permit for a one hundred ninety (190) self-support tower with a nine (9) foot lightening rod with the addition of filing a copy of Natural Environment Protection Act Study with Planning & Zoning prior to the erection of the tower, lighting, and a financial guarantee from Vertical Bridge of \$67,500 bond to ensure funds to remove the tower to be reviewed within 1-year to see how long the bond will be required, if not reviewed within a year the requirement for bond will be eliminated (Nelson, Meyer) carried.
2. Motion and second to accept the RFP for Engineering Services from Apex Engineering for professional services when available and appropriate (Hansen, Meyer) carried.
 3. Motion and second to approve Resolution 05-26-1C – Land Alteration Fees (Hansen, Meyer) carried.
 4. Feedlot Application Discussion.
 - Presented by Henry Johnson, Jordan Graham, and Matt Johnson on behalf of Norther Lake Partners LLC.
 - Both applications are under 1500 units.

- Riceville Twp application final capacity will be 949 animal units.
- Atlanta Twp application final capacity will be 820 animal units.
- Motion and second to set a Public Hearing on Behalf of the MPCA on May 19, 2026 at 9:00 am (Hansen, Nelson) carried.

Being no further business, Board Chair Jepson adjourned the meeting at 11:09 am.

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ Erica Jepson
Erica Jepson
Board Chair

DRAFT



BECKER COUNTY BOARD OF COMMISSIONERS

Finance Committee Meeting

Date: Monday, May 18, 2026 at 8:30 AM

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

County Administrator

1. Report
2. 2026 Becker County Procurement Policy

Auditor-Treasurer

1. Regular Claims, Auditor Warrants, & Over 90 Days
2. Resolution 05-26-2C - Tax Forfeit Land Sale
3. Human Services Regular Claims, Public Health, & Transit

Assessor

1. Abatements

Information Technology

1. IT On-Call Usage

Land Use

1. Resolution 05-26-2A - Recycling Market Development Grant Application
2. Resolution 05-26-2B - Environmental Assistance Grant to Construct a Building for Reuse Program Application
3. Capital Purchase Request: Landfill Fencing

Adjourn

Terms of Sale

- No timber shall be cut, removed, or damaged prior to the County receiving the full purchase price for the parcel.
- All tax forfeit bidders must, between 9:00 AM and 10:00 AM on Friday, June 26, 2026, before the beginning of the land sale, register with County Sale Staff and receive a number for bidding purposes. Registration will require picture identification acceptable to the County.
- The land and improvements are being sold as is and the County makes no warranties as to the condition of any building, wells, septic systems, soils, roads, access, or anything on the tract. The tract is being sold with the understanding that the buyer and seller agree to waive disclosures required under Minnesota Statutes Chapter 513.52 to 513.60, 515B.1-103 and any associated liabilities. No representation is made as to the condition of any structure, their fixtures or contents, or their suitability for any particular use.
- For parcels not already located on or adjacent to a legally established and/or maintained public road, highway, or other access, no governmental entity shall be obligated to establish, construct, or maintain any public road or other access to the parcel, or to increase the maintenance on any existing public road or access to immediately benefit the parcel. No public funds may be spent for surveying or other benefits to the property.
- All parcels offered as Adjacent Owner Only under Chapter 282.03 must be combined with another adjoining parcel.
- Residential property with four or fewer residential units will first be offered to people who intend to own and occupy the property as a residence and must complete and sign the Purchaser Intent to Use Tax-forfeit Property form to certify their intended use.
- All bid raises shall be made on a dollar basis above the total appraised value of the land and timber, bid raises on parcels must be in \$100.00 increments.
- Laws 1990, Chapter 594 impose a \$25.00 fee upon purchasers of tax-forfeited land for issuance of the State Tax Deed.
- A state deed tax equal to 0.33% of the basic sale price of a parcel of the tax forfeited land, with a minimum deed tax of \$1.65 shall be paid by the purchaser to the County Auditor-Treasurer.
- Minerals and mineral rights relating to the property are reserved by the State of Minnesota.
- Except for land in platted subdivisions and land conveyed for correcting legal descriptions, all deeds requested after August 1, 1991, will contain the following statement: This property is not eligible for enrollment in a state funded program providing compensation for conservation on marginal land and wetlands.
- All sales are final. All sales are cash only. Ten percent (10%) down payment if over \$30,000 on the day of the sale plus all costs associated with the sale of said parcels. The balance of the total bid value shall be due within thirty days from the date of the sale.
- Becker County does not discriminate based on race, color, national origin, sex, religion, age or disability in employment and the provision of services. Prospective bidders that require special accommodation to participate in this sale should contact the Becker County Auditor-Treasurer Office as soon as possible and more than three working days before the sale. You may write to the Becker County Auditor-Treasurer, 915 Lake Ave, Detroit Lakes, MN 56501 or phone (218) 846-7311
- This land sale list is also available on-line at www.co.becker.mn.us. Click on “Departments”, “Natural Resources Management”, and then click on “tax-forfeited land sales”. (Click on parcel numbers for maps and photos)

**TAX FORFEITED LANDS FOR SALE
PUBLIC AUCTION**

**ADJACENT OWNERS ONLY
TOWNSHIPS**

Parcel	Legal Description	Sec/Twp/Rge	Acres	Minimum Bid	Notes/Property Address
AUDUBON TOWNSHIP					
02.0193.001	PT SW1/4 NW1/4 W OF HWY & E OF LN: COMM W QTR COR SEC 27, N 1535' TO POB; SE 540', SW 180', S 180' TO N HWY ROW & TERM	27-139-42	1.00 ±	\$9,800	UNBUILDABLE LOT
CARSONVILLE TOWNSHIP					
05.0059.000	BEG 700' E OF SW COR OF NE1/4 TH N 150' TH E 100' TH S 150' TH W 100' TO BEG	05-140-37	.37±	\$1,300	UNBUILDABLE LOT

**ADJACENT OWNERS ONLY
CITIES**

Parcel	Legal Description	Sec/Twp/Rge	Acres	Minimum Bid	Notes/Property Address
CITY OF DETROIT LAKES					
49.1040.515	GOLDEN BAY SHORES CIC 57 UNIT 15		.05±	\$10,300	2142 SHADY LN UNBUILDABLE LOT
49.2034.000	O T OF DETROIT LAKES Block 049 LOT 14 EX N 10'		.08±	\$2,900	412 MINNESOTA AVE UNBUILDABLE LOT

**PUBLIC AUCTION
TOWNSHIPS**

Parcel	Legal Description	Sec/Twp/Rge	Acres	Minimum Bid	Notes
EVERGREEN TOWNSHIP					
11.0086.001	E 10 AC OF GOVT LOT 2 NW1/4 NW1/4, E 40 TO POB.	32-141-40	10.00±	\$99,200	FARM/HST REQUIRED
ROUND LAKE TOWNSHIP					
25.0113.000	E1/2 E1/2 E1/2 SW1/4 OF NW1/4	34-141-38	5.00±	\$31,500	
RUNEBERG TOWNSHIP					
26.7002.500	GOVT LOT 4 AKA SW1/4 OF SW1/4	18-138-36	18.68±	\$63,500	TIMBER VALUE \$2,100
SAVANNAH TOWNSHIP					
27.7021.000	SW1/4 OF NW1/4	13-142-36	40.00±	\$97,800	
27.7073.000	NE1/4 OF SE1/4	34-142-36	40.00±	\$125,500	
27.7081.000	SW1/4 OF SW1/4	35-142-36	40.00±	\$122,900	
WOLF LAKE TOWNSHIP					
37.0006.000	SE1/4 OF NW 1/4	01-139-37	40.00±	\$87,600	NO LEGAL ACCESS TIMBER VALUE \$4,245

**PUBLIC AUCTION
CITIES**

Parcel	Legal Description	Special Assessments Before Forfeiture	Acres	Minimum Bid	Notes
CITY OF AUDUBON					
47.0019.510	GOTTENBORG ADD AUD C Block 002 LOT 6 BLK 2	CITY SPECIALS \$33,293.21	.53±	\$24,100	226 WREN CIR
47.0019.511	GOTTENBORG ADD AUD C Block 002 LOT 7 BLK 2	CITY SPECIALS \$33,293.21	.59±	\$24,100	230 WREN CIR
47.0019.515	GOTTENBORG ADD AUD C Block 002 LOT 11 BLK 2	CITY SPECIALS \$33,293.21	.40±	\$19,200	227 WREN CIR
CITY OF FRAZEE					
50.0035.000	FRAZEE CITY-AUD PLAT BEG AT SE COR LOT 41 TH N 51 1/4 DEG E 130' N 54.2 DEG W 203.05' S 51 1/4 DEG W 110 FT & S 38.75 DEG E 202 1/2' TO BEG	CITY SPECIALS \$10,686.42	±.56	\$33,500	606 MAIN AVE E DEMO COST \$17,500.00
50.0462.542	RED WILLOW HEIGHTS Lot 002 Block 004	CITY SPECIALS \$16,513.20	.29±	\$12,600	903 TAMARAC AVE
50.0462.543	RED WILLOW HEIGHTS Lot 003 Block 004	CITY SPECIALS \$16,513.20	.34±	\$14,800	905 TAMARAC AVE
50.0462.544	RED WILLOW HEIGHTS Lot 004 Block 004	CITY SPECIALS \$16,513.20	.35±	\$15,200	1001 TAMARAC AVE
50.0462.545	RED WILLOW HEIGHTS Lot 005 Block 004	CITY SPECIALS \$16,513.20	.33±	\$14,400	1003 TAMARAC AVE

BECKER COUNTY BOARD OF COMMISSIONERS MEETING 5/19/2026

BECKER COUNTY AUDITOR TREASURER

On-Sale Liquor w/Sunday Sales – New Owners

1. Bleachers Sports Bar & Grill – Michon Jones – Lake View Twp
2. Pit 611 – Gabe Line – Lake Eunice Twp



BECKER COUNTY Land Use Department

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

MEMORANDUM FOR ACTION

Date: May 13, 2026

SUBJECT: Application for a Recycling Market Development Grant

THROUGH: Environmental Services Committee

TO: Becker County Commission

1. **Reference:** Resolution 05-26-2A
2. **Discussion:** The material reuse program on the County Solid Waste Campus has been growing and there is a need for a building where reusable items can be accepted and prepared to be circulated back into the community. This grant is targeted at constructing lasting capacity to support recycling markets in Minnesota, specifically serving underserved areas and to purchase and installing equipment that will increase the processing and handling of comingled recyclable materials.
 - a. The specifics for this grant are:
 - i. Grant submission date – May 26th, 2026
 - ii. Maximum grant per eligible applicant: \$50,000 - \$300,000
 - iii. Grant request \$300,000
 - iv. Total funding to be awarded: \$800,000
 - v. County match – 20%
 - b. Project description: purchase and install machinery to mechanically separate cardboard and fines (glass) from comingled recycling. The project cost would be approximately \$800,000 and the life of the machinery is 20+ years. This investment will prepare the facility for the next phase, which would be to add capacity to separate paper from comingled bottles & cans. The project would increase the comingled material through put from approximately 1 – 1.5 tons per hour (TPH) to 8 – 10 TPH, while increasing glass recovery. These basic changes will prepare the County for increased volumes in the future and this would allow the County to better sort other material streams, which would enhance the material recovery and revenue stream.
3. **Funding:** Fund 18 approximately \$500,000 project grant match.
4. **Action:** Approve resolution 05-26-2A
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 Material Recovery Facility (MRF) sort line upgrades

Phase 1 - Add a corrugated cardboard screen (OCC) screen and fines screen. We would re-use your infeed conveyor and pre-sort platform. 1 sorter would remove tanglers (ropes, hoses, chains) at pre-sort, the material would go over the OCC screen, recovering cardboard and passing smaller material. The small material would fall to a fines screen underneath it. The fines screen would remove all material under 2". Both the OCC and fines screen have glass breaking shafts and discs to break up the glass and allow it to go out with the fines. The 2" minus material would either go to residue or through an air density separator to remove glass then on to create a glass and residue fraction.

Phase 2 - The 2" plus material would move on to the next step which would be Phase 2 and the polishing screen. The 2" plus material would be conveyed to a polishing screen which separates 2D (fiber) from 3D (containers). The fiber can go to bunker storage after a QC position. The remainder of the stream is mostly 3D containers and moves on to the container recovery section.

Phase 3- Re-use the existing PET optical and ECS and add 3 Max Air opticals to recover HDPE, separate HDPE Natural from color and also recover polypropylene.

Phase 1 (OCC and DRS/Fines Screen)	=	ROM price \$800k
Phase 2 (polishing screen)	=	ROM price \$500k
Phase 3 (3 Max Air units on container line)	=	ROM Price \$750k

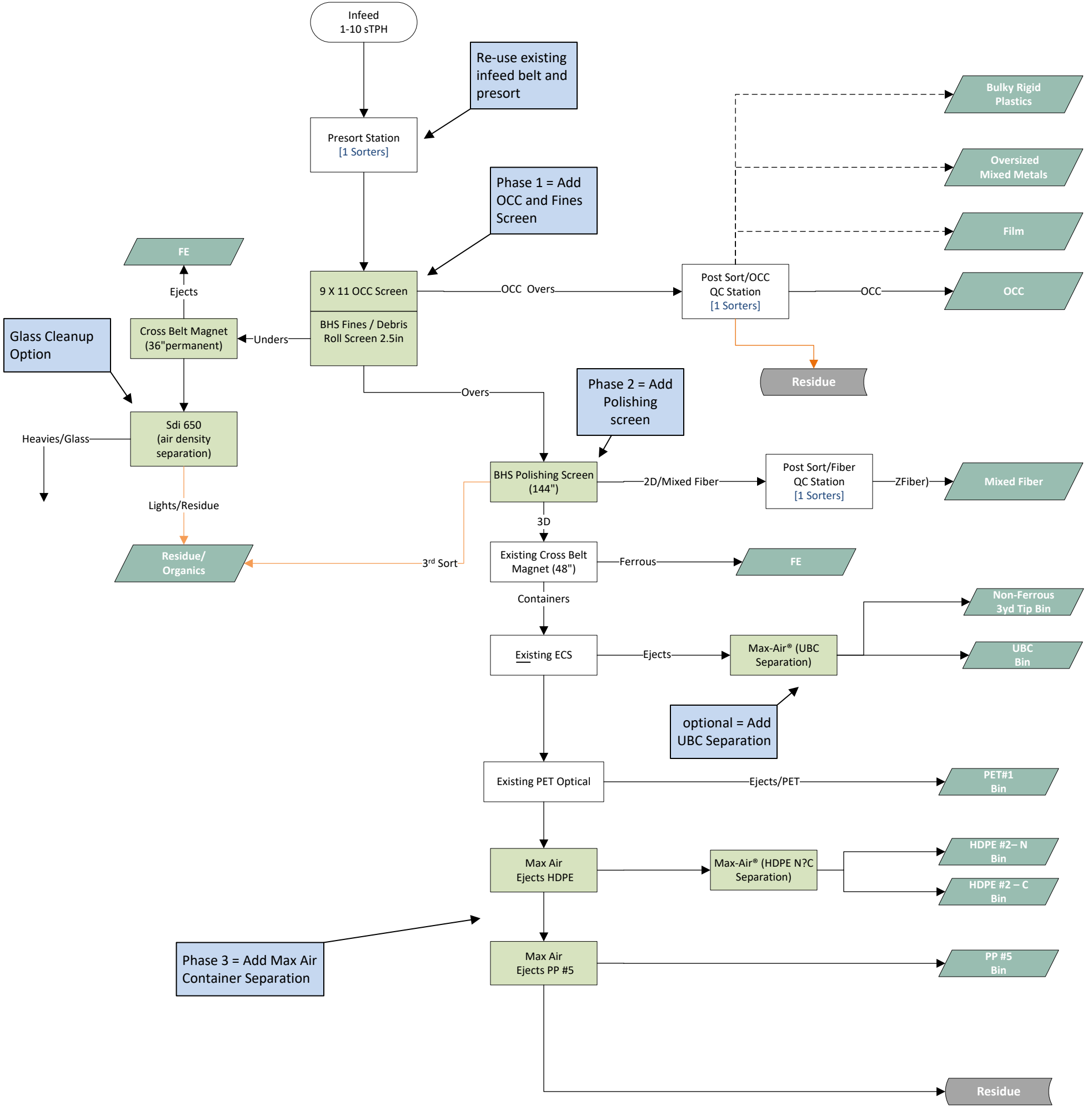
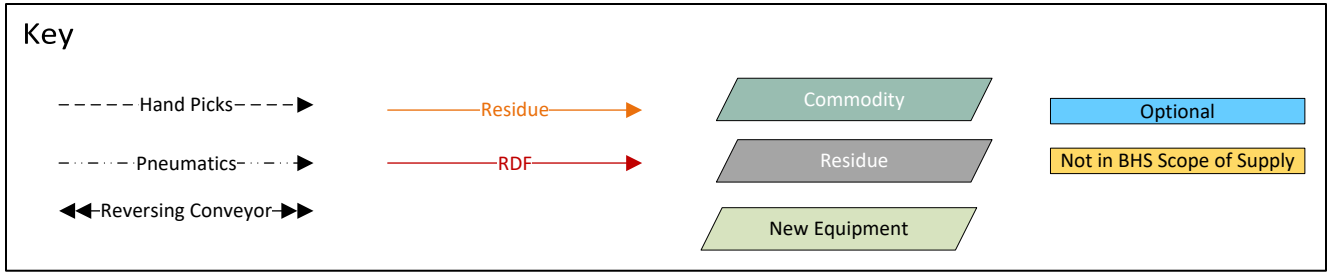
If the County is interested in pursuing this project, BHS will get this formally designed and estimated. The above rough numbers are all in and include installation.

Paul Holman
Director of Sales



What's next.

Becker County



This flow chart with the designs, ideas and details shown hereon is the property of: Bulk Handling System, Eugene, Oregon and is to be returned upon request. It is not to be used, disclosed to others, or copied in whole or in part without written permission.





BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: May 13, 2026

SUBJECT: Application for an Environmental Assistance Grant

THROUGH: Environmental Services Committee

TO: Becker County Commission

1. **Reference:** Resolution 05-26-2B
2. **Discussion:** The material reuse program on the County Solid Waste Campus has been growing and there is a need for a building where reusable items can be accepted and prepared to be circulated back into the community. This grant is targeted at addressing two specific needs:
 - i. Reuse materials to reduce waste
 - ii. Reduce toxic chemicals in hair products;

b. The specifics for this grant are:

 - i. Grant submission date – June 4th, 2026
 - ii. Maximum grant per eligible applicant: \$25,000 - \$150,000
 - iii. Total funding to be awarded: \$250,000
 - iv. County match – 20%

c. Project description: Construct a 40' x 100' pole building, 16' sidewalls, metal roof and siding. 3 overhead doors and 3 entry doors. The structure is designed for installation of future leans on the sidewalls. Included in the grant request is the structural cost of the building and heating system. The County would be responsible for installing concrete floors, insulation, interior liner steel, electrical, and interior partitioning, water & sewer.
3. **Funding:** Fund 18 (approximately \$30,000 grant match) plus costs to finish the building.
4. **Action:** Approve resolution 05-26-2B
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



Hwy. 10 West, P.O. Box 621 • Detroit Lakes, MN 56502 • TOLL FREE 1-800-255-9981

Becker County Transfer Station
Detroit Lakes, MN
218-846-7310

5/13/26

Attn: Steve

We hereby purpose to furnish materials and labor to construct a 40' x 100' - 16' (inside clearance) building with the following specifications:

- 1) Factory engineered truss rafters 4' oc, 42/4/6 load, 4/12 pitch
- 2) Machine Stress Rated 1650 lumber - truss rafters, 2x6 wall girts and 2x4 roof purlins
- 3) Continuous ridge vent on peak for ventilation
- 4) 3-ply 2 x 6 glue-laminated columns 4' oc on sidewalls anchored in 180# concrete with 9" rerod thru each column and 24" diameter x 12" poured concrete footings
- 5) Southern Yellow Pine 2 x 8 treated skirt board installed around perimeter of building
- 6) All colored steel with G-100 galvanizing and Colorfast paint finish
- 7) Deluxe trim package with foam sealer kit
- 8) All necessary bracing installed to maximize wind loading design
- 9) Three 12' x 14' 2" insulated overhead doors with openers and remotes
Overhead door framings wrapped with trim and coil stock for future interior finish
- 10) Three 3' commercial grade insulated steel walk doors with panic hardware and closures
- 11) Eight 3'6" x 4' insulated vinyl picture windows up high
- 12) 24" soffit system on all sides of building
- 13) Building wrap on all exterior walls
- 14) Engineered stamped footings
- 15) Foltz written warranty - 50 year snow load, 60 year treatment on columns, 45 year on steel
- 16) Crews are fully licensed, insured and company trained
- 17) This proposal does not include: building permit, site work, concrete, plumbing, electrical

TOTAL CONSTRUCTION PRICE \$137,500.00

Thank you for the opportunity to be a part of your building project!

Respectfully submitted,

Chris Foltz

**MRF RECYCLED MATERIALS BUILDING
BECKER COUNTY**

5-12-2026

We are pleased to quote the following:

- (2) New 75MBH unit heaters to heat the new recycled materials building.
- (2) Thermostats, one for each heater.
- Gas piping, regulator and shut-off valves are included.
- Unit heater intake and exhaust piping are included.

We propose to furnish material and labor complete in accordance with the above specifications for the following sum: **\$9,702.00**

Labor: \$3,551.00
Material: \$2,783.00
Heaters: \$3,368.00

No electrical is included and is to be done by another contractor.

PAYMENT TO BE MADE AS FOLLOWS: PROGRESS PAYMENTS

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

AUTHORIZED SIGNATURE

AUTHORIZED ACCEPTANCE

DJ Altstadt, Commercial Estimator

IF NOT ACCEPTED WITHIN 14 BUSINESS DAYS WE MAY WITHDRAW THIS PROPOSAL OR INCREASE PRICING BECAUSE OF MARKET VOLATILITY.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. THE PRICING ON THIS BID IS ONLY APPLICABLE FOR 30 DAYS FROM THE DATE LISTED ABOVE.

BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION 05-26-2B
MINNESOTA POLLUTION CONTROL AGENCY
ENVIRONMENTAL ASSISTANCE GRANT
AUTHORIZATION RESOLUTION

WHEREAS Becker County is committed to supporting handling solid waste in as environmentally safe and cost-effective manner.

WHEREAS, the Becker County ReUse solid waste diversion program has been increasing and there is a need to create capacity to collect, process, and retail items delivered to the solid waste campus for disposal and that does have economic value, back into the community.

WHEREAS, the State of Minnesota, through the Minnesota Pollution Control Agency (MPCA), has made available statewide environmental assistance grant to help create capacity to develop reuse capacity to reduce solid waste going to landfills or to resource recovery facilities.

WHEREAS, if State funding is received, Becker County is committed to implementing the proposed project as described in the grant application; and

WHEREAS the MPCA requires that Becker County will enter into a grant agreement with the MPCA that identifies the terms and conditions of the funding award;

NOW THEREFORE BE IT RESOLVED THAT the Becker County Board of Commissioners hereby approve applying for a State Environmental Assistance Grant to construct a new community reuse facility on the County Solid Waste Campus.

Duly adopted this 19th day of May 2026, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ _____
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 May 19th, 2026, as recorded in the record of proceedings.

Carrie Smith
County Administrator

Abatements for 5-19-26

Parcel No#	Original	Adjustment	Corrected	Reason	Twp./City
02.0193.001	\$ 186.00	(\$186)	\$ -	Tax forfeit	AUD TWP
06.0038.018	\$ 286.00	(\$286)	\$ -	Platted	CORM TWP
06.0038.018	\$ 274.00	(\$274)	\$ -	Platted	CORM TWP
06.0038.020	\$ 16,808.00	(\$16,808)	\$ -	Platted	CORM TWP
06.0038.020	\$ 16,474.00	(\$16,474)	\$ -	Platted	CORM TWP
06.0043.004	\$ 84.00	\$ (84.00)	\$ -	Tax forfeit	CORM TWP
06.0043.005	\$ 34.00	(\$34)	\$ -	Tax forfeit	CORM TWP
11.0086.001	\$ 442.00	(\$442)	\$ -	Tax forfeit	EVERGREEN TWP
24.9010.000	\$ 2,266.00	(\$2,266)	\$ -	Clerical error	RICHWOOD TWP
25.0113.000	\$ 160.00	(\$160)	\$ -	Tax forfeit	ROUND LAKE TWP
28.0107.000	\$ 38,876.00	(\$24,642)	\$ 14,234.00	Ma & Pa class change	SHELL LAKE TWP
47.0019.510	\$ 324	(\$324)	\$ -	Tax forfeit	AUDUBON CITY
47.0019.511	\$ 328.00	(\$328)	\$ -	Tax forfeit	AUDUBON CITY
47.0019.515	\$ 258.00	(\$258)	\$ -	Tax forfeit	AUDUBON CITY
50.0462.542	\$ 182.00	\$ (182.00)	\$ -	Tax forfeit	FRAZEE CITY
50.0462.543	\$ 214.00	\$ (214.00)	\$ -	Tax forfeit	FRAZEE CITY
50.0462.544	\$ 218.00	\$ (218.00)	\$ -	Tax forfeit	FRAZEE CITY
50.0462.545	\$ 208.00	(\$208)	\$ -	Tax forfeit	FRAZEE CITY
TOTALS	\$ 77,622.00	\$ 63,388.00	\$ 14,234.00		

TOTAL ADDED TAX	\$0
TOTAL REDUCED TAX	(\$63,388)
Total cost	\$ (63,388.00)
\$ 77,622.00	\$ 63,388.00
\$ 14,234.00	

Request for re-appointment to the Board of Managers of the
Pelican River Watershed

To: Becker County Board of Commissioners

From: Rick Michaelson

My name is Rick Michaelson. I am requesting to be re-appointed to the Board of Mangers for the Pelican River Watershed District.

I presently serve as the President of the Board. Our Board has gone through quite a bit of change in the last couple of years, most notably with a complete review of our rules. Presently, we will begin another phase of change due to the retirement of our Administrator, Tera Guetter. I believe I can be of help to our Board to guide us through this process. We have appointed Shanna Bach, our Administrative Assistant, to the position of temporary Administrator.

Right now, we have, on our board, a committed group of Managers that will be working on our existing projects and beginning new ones. During this time of transition, I would like to keep the continuity of our Board flowing with Managers that know the workings of the Watershed.

With this in mind, I am asking for your support by appointing me to another term on this Board.

Thank you for your consideration regarding this matter.

Rick Michaelson

President of the Pelican River Pard of Managers

From: Laurie Olson
Sent: Saturday, April 11, 2026 11:59:41 AM
To: Carrie Smith <carrie.smith@co.becker.mn.us>
Cc: Phil Hansen <phil.hansen@co.becker.mn.us>
Subject: [EXTERNAL]PRWD Manager appointment

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.

Hi Carrie,

Please consider this email to be my request to be appointed to another 3 year term on the PRWD board of managers.

Thanks,
Laurie Olson

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

Hilltop Parking area

Daytime Traffic Flow



All Parking Lots Open at 12pm to 2:30AM
All Day Parking is NO re-entry

RED & GREEN LOTS
*Day Parking
*Employee Parking
*Vendor Parking

Camping Overflow Weekend Parking
Cap:300
No Re-entry

Employee Camping
Cap: 200

Available Employee Camping or Day Parking as needed

Day Parking Red Lot
Cap:825

Day Parking Green Lot
Cap: 720

260 Ave

Primary Employee Camping
Cap:30

Parking & Camping Operations

Handicap Drive up Day Parking
CAP:60

Ticket Booth / Office

Bus loading area

Employee Services

Ride Share Lot
Local drop off pickup - Uber - Lyft
Private Shuttle Bus Parking

WeFest Shuttle loop

Bus loop only

130 St

Lot Entry Driveway

130 St

CONFIDENTIAL & PROPRIETARY PLANNING INFORMATION PREPARED FOR: PROPERTY OWNER & CUSTOMER

Prepared By: Mike Sandau

Rev 0 3/01/26



Soo Pass Ranch

We Fest

25526 Co Hwy 22
Detroit Lakes, MN 56501

Site Pictures

Hilltop Overall Usage - Daytime

Hilltop Parking area

Parking Egress

All Parking Lots Open at 12pm to 2:30AM
All Day Parking is NO re-entry

RED & GREEN LOTS
*Day Parking
*Employee Parking
*Vendor Parking

Employee Camping
Cap: 200

Available Employee Camping or Day Parking as needed

Camping Extra Vehicle - Weekend Parking
Cap:300
No Re-entry

Day Parking Red Lot
Cap:825

Day Parking Green Lot
Cap: 720

260 Ave

Primary Employee Camping
Cap:30

Parking & Camping Operations

Handicap Drive up Day Parking
CAP:60

Ticket Booth / Office

Bus loading area

Employee Services

Ride Share Lot
Local drop off pickup - Uber - Lyft
Private Shuttle Bus Parking

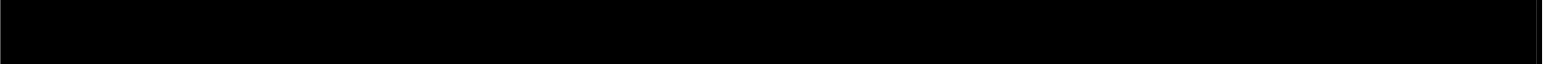
WeFest Shuttle loop

Bus loop only

130 St

Lot Entry Driveway
Reverse traffic flow for Blowout

130 St



CONFIDENTIAL & PROPRIETARY PLANNING INFORMATION PREPARED FOR: PROPERTY OWNER & CUSTOMER

Prepared By: Mike Sandau

Rev 0 3/01/26



Soo Pass Ranch
We Fest
25526 Co Hwy 22
Detroit Lakes, MN 56501

Site Pictures
Hilltop Overall Usage - Blowout /Egress

Hilltop – Front of Lot – Traffic Plan



Primary Employee Camping Cap:30 sites

Camping & Parking Operations

Bus loading area

Shuttle Bus Loop

Day Parking Red Lot Cap:835

Handicap - Drive up Day Parking CAP:80

Employee Check In Short Term Parking

Ride Share Drop off / Pick up Short Term Parking

13Image © 2025 Airbus

CONFIDENTIAL & PROPRIETARY PLANNING INFORMATION PREPARED FOR: PROPERTY OWNER & CUSTOMER

Prepared By: Mike Sandau

Rev 0 3/01/26



Soo Pass Ranch

We Fest

25526 Co Hwy 22
Detroit Lakes, MN 56501

Site Pictures

Hilltop Front of Lot Traffic Plan



Ranch Parking Lots

All Public Parking Lots
Open at 12pm to
2:30AM
All Day Parking is NO
re-entry



Image © 2024 Airbus

CONFIDENTIAL & PROPRIETARY PLANNING INFORMATION PREPARED FOR: PROPERTY OWNER & CUSTOMER

Prepared By: Mike Sandau

Rev 0 3/01/26



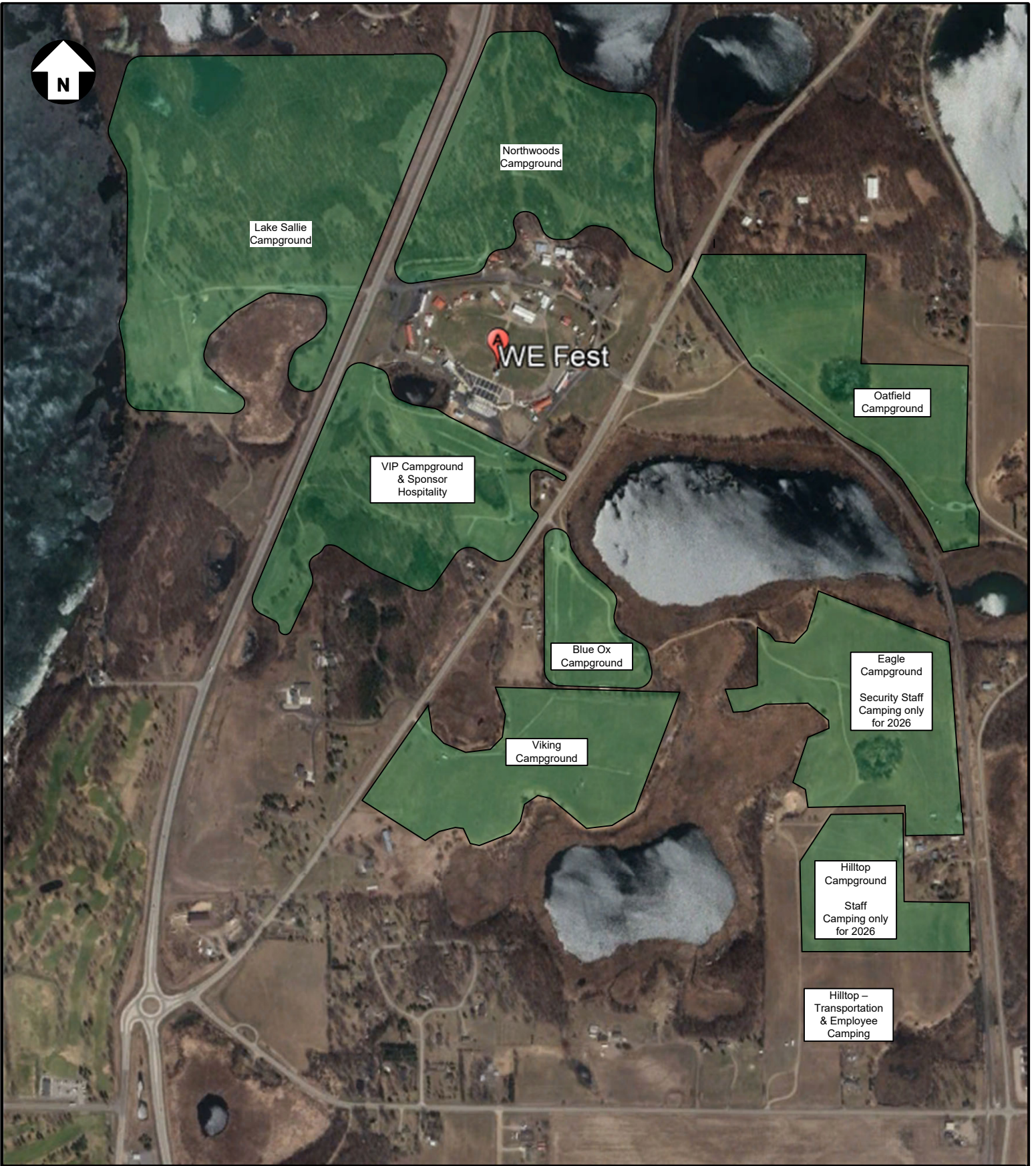
Soo Pass Ranch

We Fest

25526 Co Hwy 22
Detroit Lakes, MN 56501

Site Pictures

Ranch Overall Usage –
Parking Ingress/ Egress



CONFIDENTIAL & PROPRIETARY PLANNING INFORMATION PREPARED FOR: PROPERTY OWNER

Prepared By: Mike Sandau



Soo Pass Ranch

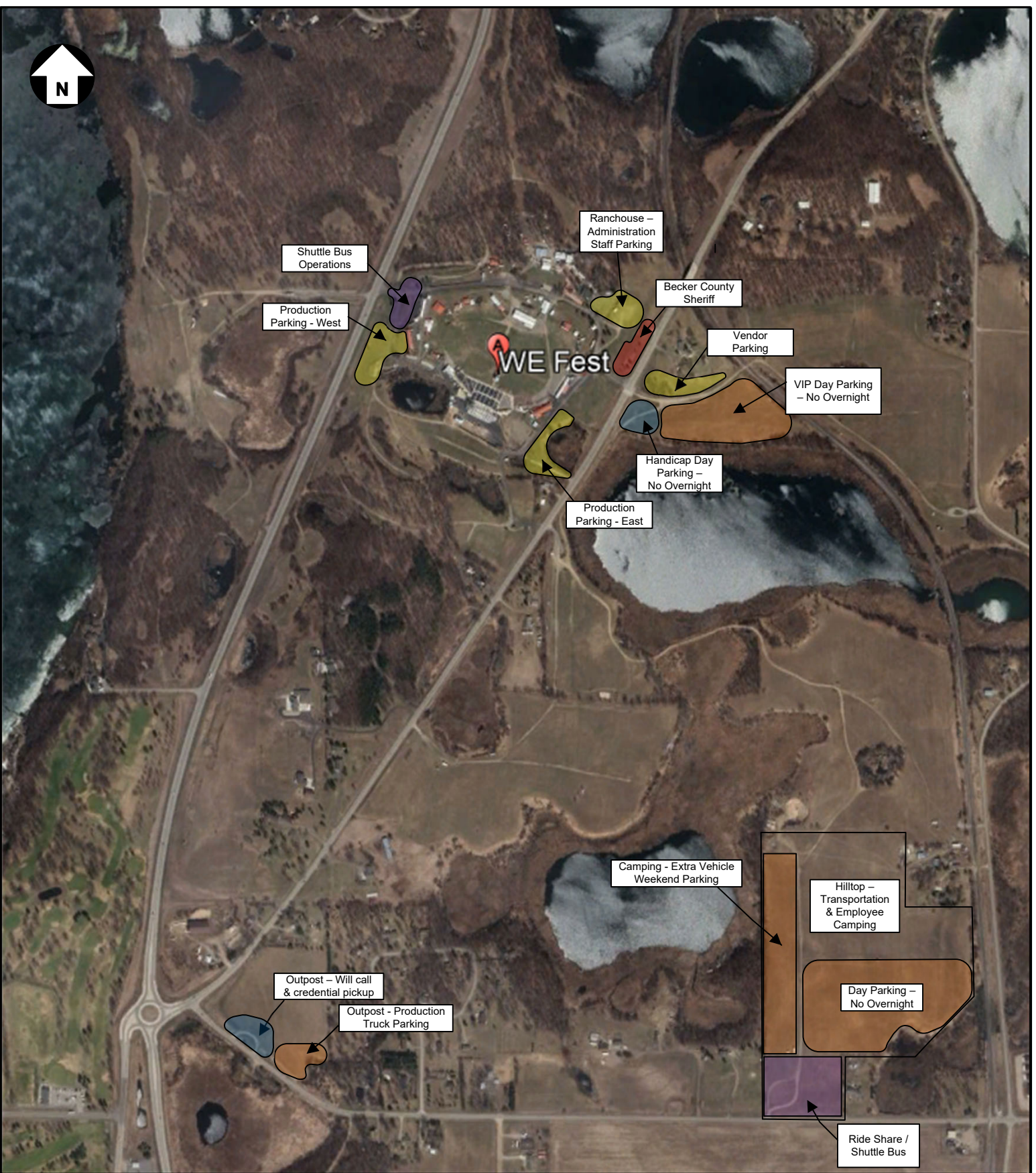
We Fest

25526 Co Hwy 22
Detroit Lakes, MN 56501

Site Pictures

Campgrounds

Rev 0 3/01/26



CONFIDENTIAL & PROPRIETARY PLANNING INFORMATION PREPARED FOR: PROPERTY OWNER

Prepared By: Mike Sandau
Rev 0 3/01/26



Soo Pass Ranch
We Fest
25526 Co Hwy 22
Detroit Lakes, MN 56501

Site Pictures
Parking Operations

WE Fest Event Plan 2026

Submitted By:

WE Fest Holdings, LLC
25526 County Highway 22
Detroit Lakes, MN 56501
952-473-6422

Matt Mithun
Festival Director

February 2, 2026

CONDITIONAL USE PERMIT
WE Fest Holdings, LLC.

SECTION ONE (1).

The Conditional Use Permit for a Mass Gathering shall be valid for five (5) Entertainment and Camping Events for each calendar year:

- A. WE FEST – August 5th thru August 9th, 2026
- B. Up to four (4) additional events.
- C. Entertainment shall be limited to the “Concert Bowl” located on the following described property: The Northwest Quarter (NE 1/4 NW 1/4) located East of State Highway #59 and the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) lying West of County Road #22, all of which is located in Section Sixteen (16), Township 138, Range 41, Lake View Township, at all events except that the applicant shall be able to use other areas during events other than WE Fest if specified in the plan and approved by the Becker County.
- D. The maximum daily attendance for any Event shall be fifty thousand (50,000) people.

SECTION TWO (2).

All mass gatherings, entertainment events at the Soo Pass Ranch will be limited to the following properties: descriptions of the specific properties plus leased properties will be included, descriptions of the specific use of each property will become part of the plan, as they vary from event to event:

Legal Description of Property: The WE Fest will take place at the Soo Pass Ranch, just South of Detroit Lakes, Minnesota. The legal description of properties. **Attachment A, pages 14-16.**

SECTION THREE (3).

All recreational camping areas shall meet the minimum requirements of the Minnesota Department of Health. Each site shall have a minimum of 1000 square feet, with a minimum width of twenty (20) feet. No more than one (1) recreational camping unit and tent shall occupy each site. The distance between camping units, their attachments or vehicles shall be at least ten (10) feet. All sites shall have frontage on a service drive or street. One-way streets shall have a minimum width of twenty-four (24) feet. No parking other than emergency or service vehicles shall be allowed on the Service Drive. No campsite shall be located closer than fifty (50) feet from a property line, unless a lease is received from the adjoining property owner. Camping units shall comply with the requirements of Section Six (6) of the Becker County Zoning Ordinance for non-sewer lots. Campsites on the property described property abutting Lake Sallie shall be set back from the High-Water Mark of Lake Sallie a minimum of forty, (40) feet.

SECTION FOUR (4).

Food and Beverage, storage and serving shall comply with the standards set by the Minnesota Department of Health. All Licenses required to service Food and Beverage shall be obtained for each lot.

SECTION FIVE (5).

A detailed Plan for each Mass Gathering shall be filed with the Becker County Zoning Administrator. The Plan shall be filed no less than sixty (60) days prior to the Event with a Preliminary Plan being filed not less than ninety (90) days prior to the Event. The Preliminary Plan will contain all the information requested in Clauses "A-L" that is available at the time it is filed. The Plan shall be reviewed by the "Safety Committee" made up of the Becker County Zoning Administrator, Coordinator, Sheriff, City of Detroit Lakes Chief of Police and representatives from the following: Becker County Board of Commissioners, Becker County Department of Transportation, Minnesota Department of Public Safety, Lake View Township Board and Minnesota Department of Health. The Plan shall contain:

- A. The name, residence and mailing address of the applicant, partners, if applicant is a partnership, or if a corporation, all officers and person owning more than ten percent, (10), of the Corporation.
- B. The nature and purpose of the event, the proposed beginning date and the period during which the event will be conducted, and a detailed statement of the manner in which it will be conducted.
- C. The maximum number of people, which the applicant will permit on the premises at any time during the event, which number shall be stated as condition of this permit.
- D. The plans of the applicant to limit and control admission to the premises of the number allowed by this permit and for controlling and parking vehicles on the premises.
- E. Description of existing facilities, and plans for proposed construction and alteration, of sewage, garbage and waste disposal systems, toilets, urinals, sinks, wash basins and drains. The source of drinking water and plans for water distribution of the premises. Methods of fire protection to be used during the event.
- F. The proposed method of lighting the structures and premises during the event.
- G. The number, location, and power of amplifiers and speakers, and the plans for sound control during the event.
- H. Plans for maintenance of security and order on the premises, including the proposed number, deployment and hours of availability of security guards upon premises prior to, during and immediately after the closure of the event.
- I. Plans for the preparation and distribution of food and refreshments on the premises.

- J. Plans for telephone facilities to the premises with reasonable availability to people attending the event, law enforcement agents, county officers and employees.
- K. Plans for medical services, including buildings therefore, the names and hours of availability of physicians and nurses, and provisions for ambulance and other emergency services.
- L. List of campgrounds and day parking areas including the capacity of each campground and day parking lots.

The Soo Pass Ranch have the option to submit proposed changes in the final plan for any event up to ten (10) days prior to the event. Becker County shall either accept or reject the changes within five (5) days. The Becker County Zoning Administrator shall have the authority to approve the changes after that point.

SECTION SIX (6).

If the plan is identical to the plan submitted for the same event in a prior year, then the plan shall be approved. If there are any changes from the plan submitted in a prior year, or if the plan is a new plan, Becker County shall notify the applicant by mail within fifteen (15) days of receipt of the plan whether the plan is approved or not. The notice shall specify the reasons why the plan is not approved. If the plan is not approved, the applicant shall have until thirty (30) days prior to the event to correct the specified deficiencies in the plan. If the deficiencies are not corrected by (30) days prior to the event, the event shall not be held.

SECTION SEVEN (7).

Not less than fifteen (15) days prior to the start of the event the applicant shall file with the County Zoning Administrator.

- A. The names, addresses and credentials of all security companies are to be employed during the event.
- B. A report showing the completion of all construction and installation necessary to comply with the plan, or if such remains incomplete, evidence satisfactory to Becker County that completion will be made prior to the scheduled commencement of the event.
- C. The Licensee shall always permit on duty law enforcement officers, agents and officials of Becker County to enter upon the premises upon which an event is to be or is being conducted.

SECTION EIGHT (8).

Failure to comply with this Conditional Use Permit or the approved Plan is grounds for revocation of the Conditional Use Permit. Before initiating proceedings to cancel the Conditional Use Permit, the Becker County Board of Commissioners shall obtain a recommendation from the Safety Committee. Before making a recommendation, the Safety Committee shall meet with the applicant. Becker County shall notify the applicant, in writing, of any failures to comply and of the County's intent to revoke the Conditional Use Permit.

The Conditional Use Permit will be revoked only after a Public Hearing before the Becker County Planning Commission at which time the applicant will have the right to present evidence of compliance with the Conditional Use Permit. Upon proof of compliance by the applicant, the Becker County Board of Commissioners shall reinstate the Conditional Use Permit.

SECTION NINE (9).

To defray the administrative costs of reviewing each Mass Gathering Plan, a fee shall be paid by the applicant. The Board of Commissioners shall establish the fee.

WE Fest 2026
August 5th - August 9th, 2026
SOO PASS RANCH, DETROIT LAKES, MINNESOTA

This Plan for WE Fest 2026 is submitted in compliance with section five (5) of the WE Fest Holdings, LLC. Conditional Use Permit. WE Fest and WE Fest Holdings, LLC hereinafter referred to as "Festival."

- A. The name, residence and mailing address of the applicant, partners, if applicant is a partnership, or if a corporation, all officers and person owning more than ten percent, (10) of the Corporation.

WE Fest is owned by WE Fest Holdings, LLC
 950 Wayzata Blvd., Suite 104
 Wayzata, MN 55391

- B. The WE Fest is a five-day music and camping festival scheduled for August 5th through August 9th, 2026, at the Soo Pass Ranch in Detroit Lakes, MN. This event will feature three days of full production concerts by nationally recognized country music artists, and five nights of camping. A complete schedule of artists performing at this year's WE Fest is included.

The event schedule is as follows:

Saturday	August 1	VIP – early drop off ONLY	
Sunday	August 2	VIP – early drop off ONLY	
Tuesday	August 4	Early Camping Eagle/Hilltop/Woodchuck - TBD VIP Lake Sallie Northwoods Blue Ox Viking Oatfield Early Camping Party	08:00 AM 10:00 AM 10:00 AM 11:00 AM 11:00 AM 11:00 AM 06:00 PM

Wednesday	August 5	All campgrounds open Campground Party	08:00 AM 06:00 PM
Thursday	August 6	Concert site gates open	02:00 PM
		Music starts	02:45 PM
		Music ends Main Stage	12:15 AM
		Gates close	02:00 AM
Friday	August 7	Gates open	02:00 PM
		Music starts	02:45 PM
		Music ends Main Stage	12:15 AM
		Gates close	02:00 AM
Saturday	August 8	Gates open	02:00 PM
		Music starts	02:45 PM
		Music ends Main Stage	12:15 AM
		Gates close	02:00 AM
Sunday	August 9	Campgrounds close	

2026 Festival site map **Attachment B, page 17** and concert bowl map **Attachment C, page 18** is included for reference. Any updates to these maps will be provided prior to the festival.

- C. The maximum number of people, which the applicant will permit on the premises at any time during the event, which number shall be stated as condition of this permit.

The maximum number of tickets sold for this event is 50,000.

- D. The plans of the applicant to limit and control admission to the premises of the number allowed by this permit and for controlling and parking vehicles on the premises.

The Soo Pass Ranch has a capacity of 50,000 people in the concert area. The Minnesota State Department of Health has issued a 2026 camping license for 4,000 campsites, based on the square footage of suitable terrain in each of the campgrounds located at the Soo Pass Ranch, or leased for this event.

Ticket, campsite, and parking sales are closely monitored through Festival's ticketing software in advance and during the event. Each campground and parking lot's capacity is detailed in **Attachment D, page 19** and is strictly adhered to via the ticketing software.

- E. Description of existing facilities, and plans for proposed construction and alteration, of sewage, garbage and waste disposal systems, toilets, urinals, sinks, wash basins and drains. The source of drinking water and plans for water distribution of the premises. Methods of fire protection to be used during the event.

As indicated by the attached map of the concert site and campgrounds, the Soo Pass Ranch is a fully developed outdoor music and camping venue, with a twenty-five (25) acre concert bowl, ringed by concession stands, permanent fencing to restrict entrance and egress. Pedestrian underpasses flanking the concert bowl allow our patrons to walk beneath Minnesota State Highway 59, and Becker County Highway 22, to reach the campgrounds. Camping services include medical, security, RV pumping and filling, daily

trash and recycling collection. Extensive plans for these services are attached to Attachment D on page 18.

Previous owners, FACE Inc., paid to have Detroit Lakes' municipal sewer and water services brought to the concert site in 1997. These allow for hundreds of permanent flush toilets in the restrooms, which vastly increases the comfort of our patrons.

1. WATER SERVICES:

- a. Water for the concert site and campgrounds is drawn from two locations on the Soo Pass Ranch which is hooked up to the Detroit Lakes municipal water supply. This water is pumped into sanitized tank trucks, and delivered to sanitized, sealed plastic tanks with capacities ranging from (90) to (500) gallons. Water tanks are distributed throughout the concert site and campgrounds.
- b. The water tanks and trucks are cleaned and serviced by John Rossum LLC., who operates out of Detroit Lakes. Water services are an on-going function throughout the event, with radio contact used to request additional service as needed.
- c. There are five (5) three (3) spout drinking fountains in the music site, as well as potable water tanks (usage subject to covid regulations). There are also three (3) fire hydrants on the Soo Pass Ranch.

2. TOILETS AND SEWAGE DISPOSAL:

- a. Portable toilets are primarily used in the campgrounds, and a few areas on the concert site outside of the security fence, such as the Barn Stage area. The number of portable toilets used is based on the number of campers in each campground, and the audience traffic patterns for other areas.
- b. Each campground has its own team of pumper trucks and cleaning personnel, to service that specific campground. There will be one (1) service provider for WE Fest, On Site under the direction of Mary Adams. Toilet numbers are determined per campground based on occupation using the industry standard of 1 unit per 50 campers and are serviced two (2) times a day, starting when each campground opens.

The provider of the toilets will supply additional toilets to adjust for campground capacity, as needed.

Hours of operation and service will be 6:00 AM to 12:00 AM each day. Campground toilets will be serviced at regular intervals as well as on an as-needed basis.

Disposal of Sewage will be at the on-site lift station at Soo Pass Ranch.

Each toilet service truck is supplied with a radio to communicate with other service trucks and with Festival communications office, which is in constant communication with Festival supervisors and personnel. Any change in a trucks standard operating procedure, such as for an emergency, can be authorized by Festival base

communications dispatchers, to prevent confusion and an overlapping response to calls.

On Site Services will also provide RV pumping service in the campgrounds for a fee.

Northern Exposure, LLC will provide portable free drinking water tanks throughout the campgrounds as well as fill RVs for a fee.

- c. Additionally, there are 262 permanent flush toilets in the concert bowl and campgrounds. Northwoods and VIP campgrounds all have flush toilets in the shower houses, and there are four (4) permanent restrooms in the concert bowl and one (1) permanent restroom located by the Barn Stage.

3. GARBAGE SERVICES:

- a. Waste Management (WM) of Detroit Lakes provides trash and recycling services for the WE Fest. WM distributes large dumpsters at key areas in the concert site and campgrounds, accessible to large disposal trucks. Smaller containers called “toters” are distributed throughout the entire festival site. WM staff and Festival Maintenance personnel regularly pick up toters, and transfer their contents to dumpsters, which are emptied by WM trucks. Waste is taken to approved sites for disposal, incineration, or recycling.
- b. Recycling is a major component of waste management at WE Fest. Many toters and dumpsters are designated to receive only recyclables, from cardboard and glass to aluminum cans. There are recycling stations in the concert bowl, outside the gates, and in each campground. Employees and volunteers assist campers with garbage disposal.
- c. Each vehicle entering the campgrounds is given a trash bag and asked to take their refuse to the appropriate dumpsters as often as needed. Additional free trash is available in every camping entrance booth. The audience is frequently reminded by the stage and management to be sure to recycle when possible.
- d. WASTE DISPOSAL: All trash and recycling disposal will be handled by Waste Management.

4. FIRE PROTECTION:

- a. The Detroit Lakes Volunteer Fire Department is a member of the Becker County Safety Commission that reviews planning for the festival. We also entered into a contract with the DL Volunteer Fire Department to be on site during the festival. The volunteer firemen are in direct radio contact with festival security, the Sheriff's Department, and Festival operation's staff to provide necessary services.
- b. Festival has a clearly stated rule that no open fires are allowed in the campgrounds. This rule is strictly enforced. Guests are allowed to use barbeque grills or fire rings. As previously noted, there are three (3) fire hydrants on the Soo Pass Ranch for use by the fire department in case of emergency.

F. The proposed method of lighting the structures and premises during the event.

All areas of the concert grounds and public areas in the campgrounds have permanent lighting installations. Electrical installations are inspected, maintained, and upgraded each year as needed.

G. The number, location, and power of amplifiers and speakers, and the plans for sound control during the event.

Sound reinforcement is an integral part of an outdoor music event. Slamhammer will provide sound equipment for the festival. Slamhammer provides state-of-the-art concert sound equipment and has a national reputation for excellence.

Sound for the Main Stage, where bands with the largest sound requirements perform, is controlled at a Master Control Booth located two hundred (200) feet from the main stage, in the middle of the concert site. The Master Control Booth allows for measures to be taken to monitor sound volume from the Main Stage.

The festival also has a secondary stage called The Barn Stage, which is used in the evening to present regional bands on Tuesday and Wednesday evenings for the campground parties, as well as the three festival concert days. Slamhammer also provides sound for this stage, which requires far less power for a smaller audience. Sound is carefully monitored, to ensure the neighbors of Festival are not disturbed each evening.

H. Plans for maintenance of security and order on the premises, including the proposed number, deployment and hours of availability of security guards upon premises prior to, during and immediately after the closure of the event.

Security plans for WE Fest have been carefully developed, to ensure the comfort and safety of our patrons and staff. Security protocols and deployment are discussed, in advance, with the Becker County Sheriff, the Detroit Lakes Police Department, and the Minnesota State Highway Patrol, who serve on the Safety Commission for Festival.

Festival security will begin on Monday, August 3rd, 2026, in a limited capacity and then implemented on a 24-hour basis, beginning on Tuesday, August 4th, 2026, when we start loading equipment into the concert site and opening the campgrounds to employees, through Sunday, August 9th, when all campers have left the campgrounds.

1. Justin Hale, Security Director, along with Festival Director (Matt Mithun) and COO (Sara Collins) will oversee and manage our security company(s) and security deployment.
2. Our primary security company is Security Specialists, Inc. under the direction of Citadel Security USA, LLC, a licensed and bonded professional security company with primary responsibility for the concert bowl and campgrounds. Security Specialists, Inc., have enormous experience in crowd control. They will patrol the campgrounds on foot, and on 4-wheel ATVs, which allows them to respond immediately to any incident. They are radio dispatched, and in constant communication with the Becker County Sheriff.
3. Non-security personnel are deployed to assist bonded Security to identify problem areas, diffuse troublesome situations, check credentials at access points, and control vehicle

and pedestrian traffic. This team primarily works on-site venue roadways, admission gates, and other entrance checking credentials of both people and vehicles to limit access to restricted areas. Festival staff also assist the audience with information and directions. Festival staff supervisors are in radio contact with EMS, Security, and law enforcement officers.

Friends of WE Fest is a dedicated Ambassador team and medical assist team, along with additional trained security personnel and additional EMS personnel specifically trained to handle social and emotional issues. They also help patrons with a wide variety of problems ranging from transporting disabled persons to domestic incidents.

4. The above works in complete cooperation with law enforcement officers. Sheriff Todd Glander reviews Festival's security plan and has agreed that we have met the goal of deterring unlawful activity by increasing both undercover and overt patrolling to identify and arrest those breaking the law. The Becker County Sheriff Department has an on-site command center, at Festival, operating twenty-four (24) hours a day, to immediately respond to any situation.
5. All security coordination and schedules are under the direct control of Matt Mithun, Festival Director and Sara Collins, COO. A comprehensive communications system allows all security and crowd control entities to be always in direct contact with each other and WE Fest staff.
6. Radio-dispatched vehicles are used to secure external areas such as the parking lots and campgrounds. Security personnel also use four (4) wheelers, golf carts and trucks, as required by their position.
7. The Minnesota State Highway Patrol handles traffic control on Minnesota State Highway 59, to the West of the concert bowl as needed, under a contract paid by the festival. The Becker County Sheriff's Department handles traffic control on Becker County Highway 22, to the East of the concert bowl as needed, again, under a contract paid by the event.
8. A DAILY SECURITY OPERATIONS BRIEFING is held at 9:30 AM each morning of the event, starting on Thursday, August 6th, 2026. All areas are reviewed, and each unit alerts their department to the events of the previous day. Decisions are made to increase or decrease security in various areas in response to the current situation. This meeting includes officials from the Becker County Sheriff Department, and the Minnesota State Highway Patrol Department, along with Festival Security Director, Contract Security Managers, Medical Service Managers, Camping Managers, Gate Managers, and all Festival management staff.
9. The security force deployment, and schedule will be as follows:
 - a. The maintenance of security is conducted with internal rovers which will provide adequate breaks for the guards. During the breaks the post will be covered by the rover guard.
 - b. In addition, the security deployment Festival will have an additional 20 personnel with an in-depth background in law enforcement and/or military operations. The staff will be strategically placed around the venue to oversee security operations.

- c. INTERNAL SECURITY/CONCERT SITE:
 - i. Security deployment schedule provided.
 - ii. COVERAGE: Box offices, gates, ticket booths, backstage aisles, along with VIP and reserved seat sections.
 - iii. This security force is deployed to areas where access is restricted, and equipment or merchandise requires protection.

- d. EXTERNAL SECURITY/CAMPGROUND:
 - i. Security deployment schedule provided.
 - ii. COVERAGE: campgrounds, day parking, vehicle gates, outside ticket booths, outside ticket gates.

- e. TRAFFIC CONTROL
 - i. The Becker County Sheriff's Department will be deployed on County Rd 22, 130th Street and Township 5. Minnesota State Highway Patrol will be deployed on State Highway 59.
 - ii. Contracts for these entities are negotiated in advance, based on anticipated attendance, as well as arrival times, and departure times. Festival pays for these services

- f. PERIMETER STAFF:
 - i. FESTIVAL will deploy all "Perimeter Staff" in conjunction with the Security Director and Festival Director, to assist patrons and control crowds in critical areas such as shuttle bus loading and unloading, cross walks and pedestrian walkways.

Security Schedules **Attachment E, pages 20-35.**

*Security personnel may be adjusted if Festival deems it necessary or based on projected attendance. This Conditional Use Plan would then be amended to reflect those adjustments and forwarded to the Becker County Commissioner's office.

- I. Plans for the preparation and distribution of food and refreshments on the premises.

A wide variety of food and beverages are available throughout the three (3) day event by independent, licensed food vendors purchasing booth space, to operate concessions during Festival.

- 1. All food and beverage operations are licensed by the Minnesota Department of Health, and food operations are inspected continually throughout the weekend. Food and beverage concessions are supplied with electrical and sanitary facilities, in compliance with all state laws.

- 4. Festival staff aggressively monitor the campgrounds, to eliminate non-licensed food vendors, as these vendors represent both a health hazard and loss of revenue.

- J. Plans for telephone facilities to the premises with reasonable availability to people attending the event, law enforcement agents, county officers and employees.
1. There is one (1) primary cell phone tower and ten (10) cell booster towers to facilitate the large amount of cell phone usage during this event.
 2. There are emergency telephone lines, located in the Festival Communications Office, located at the east entrance to backstage, which maintain constant contact with all local law enforcement agencies on a twenty-four (24) hour basis during the festival. Festival Security Dispatchers, who monitor the emergency telephone lines, are in direct radio contact with on-site security and medical personnel, and other key Festival staff.
 3. Competent, experienced communications personnel, under the direction of Drew Morse, Communications, combined with state-of-the-art equipment, allow us to immediately respond to any emergency situation.
 4. All employees will have the communications phone number in their employee packet. Phones are monitored twenty-four (24) hours a day throughout the festival.
- K. Plans for medical services, including buildings therefore, the names and hours of availability of physicians and nurses, and provisions for ambulance and other emergency services.

Medical services are provided on a twenty-four (24) hour basis by Emergency Medical Solutions, LLC. an EMS company based in the Twin Cities, under the direction of Rob Pearson. EMS has provided services for Festival for many years. EMS has proven to be competent, responsible, and proactive in their approach to treating and preventing injury and coordinating with local emergency responders.

The Emergency Medical Solutions team is primarily based in two (2) areas on the concert site, including a building within the concert bowl, and a house that has been dedicated to their exclusive use on the Southeast corner of the concert site. Both areas have the equipment required to deal with most situations. Seriously injured patients are transported by ambulance to St. Mary's Hospital in Detroit Lakes or other clinics/hospitals in the surrounding area.

The EMS team is provided with five (5) requested vehicles including a medical shuttle, ten (10) four (4) wheel ATVs, and radio communication to allow them to easily reach any area of the concert site or campgrounds, to transport patients to the primary treatment areas, or to summon an ambulance if required.

Our medical team works closely with the staff of Essentia Health - St. Mary's Hospital, in Detroit Lakes, MN, to coordinate treatment plans, and develop strategies for the care and treatment of patients on site, compatible with those in use at St. Mary's. The result has been a drastic reduction in the number of patients being transported by ambulance to the hospital, which takes great pressure off the staff at Essentia Health - St. Mary's Hospital. The plans for medical services for the 2026 Festival are included in **Attachment F, page 36**.

- L. List of campgrounds and day parking areas including the capacity of each campground and day parking lots.

1. CAMPING OPERATIONS

Most patrons camp on property surrounding the concert site throughout the weekend. Every effort is made to provide festival patrons with a great experience, including safe, comfortable camping.

- a. The campgrounds will open for early camping on Tuesday, August 4th, at staggered times. VIP Campground will be the first campground to open at 8:00 am, with the last Campground to open prior to 2:00 PM. General camping begins Wednesday, August 5th, at 9:00 AM. Festival will be prepared to open the campgrounds earlier if requested by law enforcement officials, due to length of lines on the highway to enter the campgrounds. The campgrounds will close on Sunday, August 9th, 2026.
- b. Each campground has a main booth at its entrance point, which is manned twenty-four (24) hours a day by camping management and staff. Patrons are advised to go to this booth if they need medical or security assistance, require RV pumping or water filling service, or help with any other problems they may have. In addition to camping staff, security personnel are stationed at or near each campground’s main entrance booth. The manager and staff are in radio contact with each other and with security, medical, water, waste management, and sanitation personnel. They can call for these services as needed on a twenty-four (24) hour basis.
- c. As of this application, there are no plans to open Eagle or Valley Campgrounds and Woodchuck Campground opening is TBD. Festival guests/attendees will not have access to Hilltop.

2. CAMPING CAPACITIES:

The number of campsites available in each campground is determined by the Minnesota State Department of Health, who grants Festival a camping license based on the suitable terrain available in each campground. The festival is currently licensed for 4,000 campsites, which contain the 1,000 square feet minimum requirement stated in Section 3, page 2 of the FACE, Inc. Conditional Use Permit. The licensed capacity of each campground, including leased property is (Legal Land descriptions are included in **Attachment A, pages 14-16**):

CAMPGROUNDS	# OF SITES
Lake Sallie	929
Northwoods	747
Blue Ox	260
VIP	280
Viking	825
Oatfield (includes security & vendors)	750
Eagle – used for Helicopter, Security	850

and overflow, TBD for 2026	
Hilltop – Employee and overflow TBD 2026	1,000

3. PARKING OPERATIONS:

- 5:00 PM to 10:00 PM
- 5:00 PM to 10:00 PM
- 12:00 PM to 2:30 PM
- 12:00 PM to 2:30 PM
- 12:00 PM to 2:30 PM

Parking lots

Parking lots are cleared at the close of each day and secured throughout the festival event. We also provide designated parking spaces for handicapped people (ADA) and for motorcycles. Vehicles parked in prohibited areas are towed at Festival Management request, through a pre-arranged towing contract.



Becker County

Opiod Overdose Response Policy

POLICY

Becker County maintains clear guidelines for staff response when an individual is found unconscious or not breathing due to a suspected opioid overdose.

PURPOSE

To provide standardized procedures for staff response to a suspected opioid overdose, including the administration of naloxone, while awaiting emergency medical services (EMS). Naloxone is indicated for the reversal of respiratory depression or unresponsiveness in the setting of opioid overdose.

BACKGROUND

This procedure was established to reduce the risk of fatal opioid overdose within Becker County programs and to support the health and well-being of individuals served. The administration of naloxone (brand name Narcan®) can rapidly reverse the effects of an opioid overdose and save lives.

SCOPE OF STAFF AUTHORITY

AUTHORITY TO ACT

Becker County staff are authorized to act should they choose to:

- Recognize signs of a suspected opioid overdose
- Activate emergency medical services (call 911)
- Administer naloxone in accordance with voluntary training provided and/or packaging instructions
- Provide rescue breathing and basic life-saving support
- Remain with the individual until EMS arrives



Limitations

- Staff are **not expected to provide advanced medical care** beyond their level of training.
- Naloxone administration is limited to suspected opioid overdoses.
- Staff must **defer to EMS personnel** upon their arrival.

PROCEDURE

General Standards

- Training and/or package instructions are provided to staff to administer naloxone nasal spray. Naloxone is effective only for opioid overdoses and does not reverse other types of overdoses; however, if in doubt, it is best to administer.
- Naloxone administration is performed with the intent of transferring the individual to the nearest emergency department via ambulance for immediate medical evaluation.
- Rescue breathing may be required. A barrier mask will be available in all overdose response kits.

Staff Training

- Staff are considered trained upon completion of an approved naloxone training session.
- Voluntary training is provided by Public Health.

Acquisition and Overdose Prevention Kits

- Naloxone will be ordered by Public Health.
- Each Overdose Rescue Kit will include:
 - One box containing two doses of Narcan nasal spray
 - Disposable face mask for rescue breathing
 - Latex or nitrile gloves
 - Instruction video for naloxone administration
- Kits will be stored through Becker County buildings next to AED machines. marked: **“Opioid Overdose Rescue Kit.”**

Documentation

- All staff involved must complete an Incident Report and submit it online to the Safety Committee.



Implementation

- Upon notification of a possible overdose:
 - Retrieve the Overdose Rescue Kit immediately.
 - Put on gloves and assess scene safety (e.g., needles, hazardous materials).
- If unsure whether the individual is experiencing an opioid overdose, administer naloxone. Naloxone will not harm the individual if opioids are not present.
- Staff will follow the steps outlined in **Appendix A: Responding to an Opioid Overdose**.

LEGAL PROTECTIONS (Minnesota Good Samaritan Law)

Good Samaritan Protections

In accordance with Minnesota law, individuals who in good faith seek medical assistance for someone experiencing a drug overdose, or who administer naloxone, are protected from certain criminal charges.

- Staff who **call 911, administer naloxone**, or otherwise provide emergency assistance in good faith are protected from liability related to those actions.
- The individual experiencing the overdose and the person seeking help may be protected from prosecution for certain drug possession offenses.
- These protections apply when actions are taken **promptly and in good faith** to save a life.

Appendix A: Responding to an Opioid Overdose

1. Assess for Overdose

Staff should assess by observing:

- Slow, shallow, or absent breathing
 - Gurgling, gasping, or snoring sounds
 - Cool, clammy skin
 - Slow or absent pulse
 - Blue or gray lips and fingernails
 - Presence of drug paraphernalia (pill bottles, syringes, alcohol)
-



2. Call 911

- Report: “Unresponsive individual, suspected opioid overdose.”
 - State that naloxone is being administered.
 - Provide exact location within the facility or surrounding area.
-

Administer Naloxone (Narcan)

- Remove Narcan from packaging.
 - Insert nozzle into one nostril.
 - Press plunger firmly to administer full dose.
 - Continue rescue breathing.
-

5. Reassess and Repeat if Necessary

- If no response after 2–3 minutes, administer second dose in opposite nostril.
 - Continue rescue breathing.
-

6. Monitor and Support

- If the individual resumes breathing:
 - Place in recovery position (on their side).
 - Monitor breathing and responsiveness.
 - Be aware the individual may become disoriented or agitated as naloxone takes effect.
-

7. Transfer Care to EMS

- Provide EMS with:
 - Time and number of naloxone doses administered
 - Observations and actions taken
 - EMS will ensure that the individual is transported to the hospital for further evaluation and next steps of care.
-



8. Post-Incident Actions

- Dispose of used materials safely.
 - Wash hands thoroughly.
 - Complete required documentation and incident reports.
-

Stay with the individual until emergency medical personnel arrives

- Stay with the individual until emergency medical personnel arrive. Naloxone (Narcan) wears off after 30-90 minutes and the overdose can return. It is imperative that the individual receives medical attention as soon as possible.
- Comfort the individual. Naloxone (Narcan) can cause the individual to go into acute withdrawal.
- Some common signs of withdrawal can include, but are not limited to vomiting, agitation, weakness, sweating, and shivering.
- Be prepared to manage individual behavior following the overdose reversal, such as confusion, irritability, attempts to leave, and desire to seek more opiates to relieve the withdrawal symptoms.
- Assess for need to administer rescue breathing or CPR. Administer breaths and chest compressions if the individual is not breathing, is pulseless, or otherwise remains non-responsive.
- If the individual starts breathing again and it is safe for staff to do so, position the individual in the recovery position.
- Encourage individuals to accept medical care if they are resisting medical assistance.
- Staff will inform medics upon arrival that they administered naloxone (Narcan).

Follow up after the overdose incident

- Following the arrival of emergency medical personnel and passing of the crisis, staff will document the naloxone (Narcan) administration in an online incident report.
 - Becker County Maintenance staff will be responsible to conduct the monthly maintenance of the ONEbox Classic emergency opioid overdose reversal and rescue kit.
-



Becker County Transit PROCUREMENT POLICY

5/15/2026

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1. INTRODUCTION

1.1. Purpose

This policy establishes guidelines and minimum standards that Becker County Transit will use in the management of its third-party contracts. This manual is intended to ensure that Becker County Transit complies with Federal Transit Administration (FTA) and the Minnesota Department of Transportation's standards to ensure full and open competition and equitable treatment of all potential sources for all purchases made with funding derived from the Federal, state, and local governments. In all purchasing activities, the goal of Becker County Transit is to ensure maximum open and free competition consistent with:

- FTA Circular 4220.1G "Third Party Contracting Guidance" or latest version thereof;
- FTA Circular 4220.1G "FTA Best Practices Procurement and Lessons Learned Manual"
- 2 CFR § 200.318 – 200.327

The goal of this procurement policy is to provide an atmosphere in which all procurement transactions will be conducted in a manner providing full and open competition while preventing the use of state or federal funds for unallowable costs, as discussed in 2 C.F.R. 200 and other applicable regulations. Becker County Transit outlines the local restrictions and guidance on unallowable costs within the Financial Policy.

When Becker County Transit undertakes any purchase utilizing FTA funds, this policy shall supersede any existing purchasing policy. When any conflict exists between this policy and the existing policies of the Becker County Transit, the procedures in this policy shall prevail. If any employee of Becker County Transit determines that a conflict exists between these policies and state or local law, Becker County Transit shall contact MnDOT and communicate the conflict.

1.2. Third Party Contracting Capacity

FTA regulations (2 CFR § 200.319(c) and FTA Circular 4220.1G, Chapter III, § 3a) require Becker County Transit to have written procurement procedures. This policy is designed to meet FTA and MnDOT's requirements in this regard.

1.3. Procurement Planning

Planning is Becker County Transit first step in the procurement process. It is the process of deciding what to buy, when, and from what sources. In order to plan effectively, Becker County Transit must have the internal organizational capability with the proper checks and balances to facilitate the procurement process with the highest degree of integrity. This includes having trained, experienced contract personnel that have the authority to contractually bind the agency. Furthermore, Becker County Transit uses Federal funds in support of their procurement actions and must ensure that contract personnel are fully knowledgeable of the numerous laws and regulations that apply to funded procurements. Becker County Transit invests the time and resources to establish standards of conduct, organize effectively,

and develop short- and long-range plans will avoid last minute, emergency or ill-planned procurements, which are contrary to open, efficient and effective procurements. FTA C. 4220.1G Best Practices.

1.4. Policy Review and Amendment

Once per year the Transit Director, County Auditor Treasurer, Transit Committee, County Administrator and Human Resource Director and any employees the Transit Director requests to be present, shall meet and review this policy for revisions or updates that need to be made. The Becker County Board of Commissioners will be notified of changes to this policy at their next regularly scheduled meeting and at that time, adopt any revisions or updates to the Policy.

If any changes or revisions are adopted to this policy, Becker County Transit will upload the updated policy to BlackCat with an indication of the date when the changes were made.

2. CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

2.1. Purpose

Federal grant management rules (2 CFR § 200.318(c)(1)) require each recipient to maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. This policy must address:

- Personal conflicts of interest
- Gifts; and
- Violations.

2.2. Applicability

No employee, officer or agent may participate in the selection, award, or administration of a contract supported by a Federal award if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. 2 C.F.R. 200.318(c)(1).

2.3. Gifts/Gratuities

No officer, employee, agent, or board member of Becker County Transit, may solicit or accept gratuities, gifts, favors, or anything of monetary value from contractors or parties to subcontracts. 2 C.F.R. 200.318(c)(1).

2.4. Employee Conflicts of Interest

2.4.1. Conflicts of Interest

It shall be a breach of ethical standards for any Becker County Transit listed employee or member to participate directly or indirectly in a procurement when the employee or member knows:

- The employee or any member of the employee’s immediate family, board member, officer, agent, his or her partner, has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee’s immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee’s immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement. 2 C.F.R. 200.318(c)(1); FTA C. 4220.1G, Chpt. III(1)(a).

2.4.2. Discovery of Actual or Potential Conflict of Interest (Disqualification and Waiver)

Regardless of the organizational structure Becker County Transit establishes for its procurement activities, a strong need for autonomy or independence of the procurement function from internal customers. It is very important that all procurement responsibilities are carried out without undue influence by the agency’s internal customers and users of the goods and services procured. While the degree of autonomy and organizational reporting relationships will vary with the size of the organization and its established policies, autonomy enables procurement personnel to give unbiased consideration to procurement principles and requirements, as well as to the schedule, budget, functional and other requirements of the internal customers. The procurement personnel must be free from undue influence or pressure in the award and administration of contracts. (See 2 C.F.R. § 200.319 *General procurement standards*; FTA Circular 4220.1G, Chapter IV, paragraph 3 – *Third Party Contracting Capacity*; and FTA *Best Practices 2.2*)

Remedies**Error! Bookmark not defined..** **FTA****Error! Bookmark not defined.** expects the recipient**Error! Bookmark not defined.** to analyze each planned acquisition in order to identify and evaluate**Error! Bookmark not defined.** potential organizational conflicts of interest as early in the acquisition process**Error! Bookmark not defined.** as possible, and avoid, neutralize, or mitigate potential conflicts before contract award**Error! Bookmark not defined..** FTA C. 4220.1G, Chpt. VI(2)(h).

Upon discovery of an actual or potential conflict of interest, an employee participating directly or indirectly in a procurement shall:

- Promptly file a written statement of disqualification with the Procurement Officer; and
- Withdraw from further participation in the procurement.

The employee may, at the same time, request from the Procurement Officer, an advisory opinion as to what further participation, if any, the employee may have in the procurement. It shall be at the sole discretion of the Procurement Officer to determine if the employee may have any further participation in the procurement and, if so, the extent to which the employee may participate. Any employee who fails to comply with the provisions of this paragraph may be subject to disciplinary action.

2.4.3. Employee Disclosure Requirements

A Becker County Transit employee, who has reason to believe that they or their immediate family have an interest that may be affected by their official acts or actions as a Becker County Transit employee or by the official acts or actions of Becker County Transit, shall disclose the precise nature and value of such interest in a written disclosure statement to the Procurement Officer. The employee’s disclosure

statement will be reviewed by the Procurement Officer and the Procurement Officer will respond to the employee in writing with an opinion as to the propriety of said interest.

In the event that the Procurement Officer has reason to believe that they or their immediate family has an interest that may be affected by their official acts or actions as a Becker County Transit employee or by the official acts or actions of Becker County Transit, they shall disclose the precise nature and value of such interest in a written disclosure statement to the Transit Director.

2.4.4. Confidential Information

A Becker County Transit employee may not directly or indirectly make use of, or permit others to make use of, for the purpose of furthering a private interest, confidential information acquired by virtue of their position or employment with Becker County Transit. 2 C.F.R. 200.303(e).

2.5. Organizational Conflicts of Interest

The Transit Director and technical personnel are encouraged to closely scrutinize all situations that appear to have the potential for an organizational conflict of interest.

Organizational conflicts of interest may result in bias and potentially provide an unfair competitive advantage to a potential offeror. An organizational conflict of interest occurs due to the type of work to be performed under a third-party contract, or because of other activities or relationships such as:

- A contractor who is unable, or potentially unable, to render impartial assistance or advice to the Subrecipient;
- A contractor's whose objectivity in performing contract work is or might be impaired;
- A contractor who has an unfair competitive advantage; or
- An organization that has a parent, affiliate, subsidiary or similar organizational relationship with Becker County Transit.

Bias arises when a contractor is placed in a situation where there may be an incentive to distort advice or decisions. Whenever a contract is awarded that involves the rendering of advice, the question must always be asked as to whether the potential for a conflict of interest exists for the contractor rendering the advice. Becker County Transit will utilize a "Conflict of Interest Disclosure Statement," in its solicitation when contracting for services of this nature. 2 C.F.R. 200.318(c)(2); 2 C.F.R. 200.319(b).

2.6. Penalties

For violation of any provision of this Code of Ethics or Conflict of Interest, the Becker County Transit may avail itself of every remedy in law or equity, to enact penalties to the employee, up to and including dismissal.

Employees who violate this policy shall be subject to disciplinary action. A first violation shall be reviewed by the TRANSIT DIRECTOR. and may result in a verbal reprimand, written corrective action, termination, or other action as recommended by the TRANSIT DIRECTOR. A second violation of this policy shall result in termination.

Upon the discovery of an actual or potential conflict of interest, an employee participating directly or indirectly in a procurement shall 1) promptly file a written statement of disqualification with the

DIRECTOR AND/OR HUMAN RESOURCES MANAGER and 2) withdraw from further participation in the procurement. The employee may request from the DIRECTOR AND/OR HUMAN RESOURCES MANAGER an advisory opinion as to what further participation, if any, the employee may have in the procurement.

The DIRECTOR shall have sole discretion—considering the type of conflict of interest, the degree to which the employee may have dual interests in the procurement outcome, and the knowledge and ability of other members of the staff to handle the procurement without that employee—to determine if and to what extent the employee may participate further in the procurement.

3. Becker County Transit RESPONSIBILITIES

3.1. Third-Party Contracting Capacity

Becker County Transit must maintain adequate technical capacity to carry out its FTA and State assisted projects and comply with Federal and State rules. Becker County Transit's third party contracting capability must be adequate to undertake its procurements effectively and efficiently in compliance with applicable Federal, state, and local requirements. FTA C. 4220.1G, Chpt. 3(3).

3.2. Contract Administration System

Becker County Transit must maintain a contract administration system to ensure that it and its third-party contractors comply with the terms, conditions, and specifications of their contracts or purchase orders and applicable Federal, state and local requirements. See Section 6 of this policy for a full discussion of contract administration. FTA C. 4220.1G, Chpt. 3(3).

3.2.1. Adequate Third-Party Contract Provisions

Becker County Transit must include provisions in all of its third-party contracts that are adequate to form a sound and complete agreement. Provisions identified in the solicitation must be carried over into the contract. FTA C. 4220.1G, Chpt. 3(3)(b).

3.2.2. Revenue Contracts

Becker County Transit may enter into a revenue contract with a third-party to generate revenues in connection with a transit related activity, or to create business opportunities utilizing an FTA or State funded asset. Any such said contract opportunity will follow open and competitive selection procedures and principles outlined herein. FTA C. 4220.1G, Chpt. 2(b)(3).

3.2.3. Record Keeping

Becker County Transit must prepare and maintain adequate and readily accessible project performance and financial records, covering procurement transactions as well as other aspects of project implementation. Becker County Transit must maintain these records in the event of litigation or in other limited circumstances, until six years (in accordance with MN State Record Retention requirements) after Becker County Transit and any contractors or subcontractors have made final payment and all other pending matters are closed. Specific record keeping requirements include:

- (a) Written Record of Procurement History – Becker County Transit must maintain and make available to MnDOT and FTA written records detailing the history of each procurement. For all procurements above the micro-purchase level Becker County Transit must maintain records relating to:

- (1) Procurement Method – Becker County Transit must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive;
- (2) Contract Type – Becker County Transit must state the reasons for selecting the contract type it used;
- (3) Contractor Selection – Becker County Transit must state its reasons for contractor selection or rejection;
- (4) Contractor Responsibility – Becker County Transit must provide a written determination of responsibility for the successful contractor;
- (5) Cost or Price – Becker County Transit must evaluate and state its justification for the contract cost or price; and
- (6) Reasonable Documentation – Becker County Transit must retain documentation commensurate with the size and complexity of the procurement.
- (7) Vendor Verification – Becker County Transit must include verification of acceptance with a selected vendor/supplier/manufacturer through the Federal System of Award Management (SAM) for each project and associated project file.

- (b) Access to Records – Becker County Transit must provide FTA and MnDOT officials, Minnesota Department of Management and Budget, the State Auditor, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance. 2 C.F.R. 200.334.

3.3. Determination of Needs

Becker County Transit must maintain and follow adequate procedures for determining the types and amounts of products and services it needs to acquire. Becker County Transit shall comply with the following requirements when determining the types and amounts of products and services it needs to acquire:

3.3.1. Eligibility

All products and services to be acquired with FTA or State funds must be eligible under the Federal or State law authorizing the FTA or State assistance award and any regulations thereunder. All products and services to be acquired with FTA or State funds must also be eligible for support within the scope of the underlying grant or cooperative agreement from which the FTA or State assistance to be used is derived. FTA C. 4220.1G, Chpt. IV(2).

3.3.2. Necessity

Becker County Transit shall adhere to the following standards for avoiding the purchase of duplicative and/or unnecessary products and services it does not need. FTA C. 4220.1G, Chpt. IV(1)(b).

3.3.2.1. Unnecessary Reserves

Becker County Transit shall limit the acquisition of Federally or State-assisted property, goods, and services to the amount it needs to support its operations. FTA C. 4220.1G, Chpt. IV(1)(b)(1).

3.3.2.2. Acquisition for Assignment Purposes

Becker County Transit shall contract only for its current and reasonably expected public transportation needs and shall not add quantities or options to third-party contracts solely to permit assignment to another party at a later date. These limits on assignments, however, do not preclude joint procurements that are entered into simultaneously by two or more parties to obtain advantages unavailable for smaller procurements. FTA C. 4220.1G, Chpt. IV(1)(b)(2).

- (a) General Prohibition – Becker County Transit may contract only for its current and reasonably expected public transportation needs and may not add quantities or options to third-party contracts solely to permit assignment to another party at a later date.

- (b) Exceptions – These limits on assignments, however, do not preclude:
 - (1) Joint Procurements – Becker County Transit and one or more other FTA recipients may enter into a single procurement at the same time to obtain advantages unavailable for smaller procurements.
 - (2) Participation in MnDOT Sponsored Vehicle Procurements – Becker County Transit may enter into contracts developed by the State of Minnesota to acquire vehicles. See Section 4.3 of this policy for a full discussion of state government purchasing schedules and contracts.

- (c) Procurement Size – For every procurement, Becker County Transit shall consider whether to consolidate or break out the procurement to obtain the most economical purchase. Absent efforts to foster greater opportunities for Disadvantaged Business Enterprises (DBEs), small and minority firms and women’s business enterprises, Becker County Transit shall not split a larger procurement merely to gain the advantage of micro-purchase or small purchase procedures.

- (d) Options – Becker County Transit shall justify, as needed, all option quantities included in every solicitation and contract. An option is a unilateral right in a contract by which, for a specified time, Becker County Transit may acquire additional equipment, supplies, or services than originally procured. An option may also extend the term of the contract.

- (e) Lease Versus Purchase – Becker County Transit shall review lease versus purchase alternatives for acquiring property and shall prepare or obtain an analysis to determine the most economical alternative. If Becker County Transit chooses to lease an asset then it must prepare a written comparison of the cost of leasing the asset compared with the cost of purchasing or constructing the asset.

- (f) Lease of Rolling Stock – For rolling stock and related equipment, the Fixing America’s Surface Transportation (FAST) Act requires Becker County Transit to submit a report to MnDOT, on behalf of FTA, within three years of executing a rolling stock lease that includes: (1) An evaluation of the overall costs and benefits of leasing rolling stock; and (2) A comparison of the expected short-term and long-term maintenance costs under a lease versus maintenance costs when buying rolling stock.

- (g) Specifications – Becker County Transit's procurement specifications shall clearly describe the products or services to be procured and shall state how the proposals will be evaluated. Becker County Transit's procurement specifications shall not be exclusionary, discriminatory, unreasonably restrictive, or otherwise in violation of Federal or Minnesota laws or regulations.

3.4. Contractor Responsibilities

Becker County Transit, in awarding contracts financed in whole or in part with FTA financial assistance, shall follow guidance in this section to evaluate contractor capabilities to perform the contract.

In addition to the Federal rules (2 CFR § 200.318(h)) that require contract awards be made only to responsible contractors, Federal law at 49 U.S.C. § 5325(j) and State Statute (174.24) (177.43 and 16C.09) limits third-party contractor awards to those contractors capable of successfully performing under the terms and conditions of the proposed contract. Before selecting a contractor for award, Becker County Transit must consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

3.4.1. Debarment and Suspension

Debarment and suspension regulations and guidance include the following provisions.

3.4.1.1. DOT Debarment and Suspension Regulations

U.S. Department of Transportation (DOT) regulations apply to each third-party contract at any tier of \$25,000 or more, to each third party contract at any tier for a federally required audit (irrespective of the contract amount), and to each third party contract at any tier that must be approved by an FTA official irrespective of the contract amount (2 C.F.R.1200). Becker County Transit shall apply DOT's debarment and suspension requirements to itself and each third-party contractor at every tier to the extent required by DOT's regulations that incorporate the requirements of the Office of Management and Budget (OMB), "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" (2 C.F.R. 180).

3.4.1.2. System for Award Management

Becker County Transit will search and ensure that every offeror considered appears as a registered vendor within the results of a SAM.gov search and print the screen with the results of the search to be included in the procurement file. It is the policy of Becker County Transit to verify that the prospective third-party vendor is not listed as a debarred contractor on SAM.

3.4.2. Lobbying Certification and Disclosure

If a third-party contract will exceed \$100,000, before awarding the contract, Becker County Transit will obtain a signed lobbying certification, and if applicable, a lobbying disclosure from a prospective third party contractor (see DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352).

3.4.3. Required Contract Clauses

In addition to the requirements outlined above, there are various required clauses that may apply to Becker County Transit's third-party contracts, depending upon the type of procurement and the anticipated dollar value of said contract. It is the responsibility of Becker County Transit to assess each

procurement and determine the applicable FTA third party terms and conditions that should be included in the solicitation and contract documents. Coordination with MnDOT on the appropriate clauses will be completed. These clauses may include:

- All FTA Assisted Third Party Contracts and Subcontracts:
 - No Federal government obligation to third-parties
 - False or fraudulent statements or claims
 - Access to records
 - Federal changes
 - Civil rights
 - Incorporation of FTA terms
 - Energy conservation
 - Safe operation of motor vehicles
 - Prohibition on certain telecommunications and video surveillance services or equipment
- Contracts Exceeding \$10,000:
 - Termination provisions
- Contracts Exceeding \$25,000:
 - Debarment and suspension
 - Notice regarding disputes, breaches, defaults, and litigation
- Contracts Exceeding \$100,000:
 - Byrd Anti-Lobbying Amendment
- Contracts Exceeding \$150,000:
 - Clean Air Act
 - Federal Water Pollution Control Act
 - Build America, Buy America (“BABA”) & Buy America (“BA”) (procurements involving iron, steel, manufactured products, and constructions materials)
- Contracts Exceeding the Simplified Acquisition Threshold:
 - Legal remedies for violation or breach
- Contracts for Construction:
 - Davis-Bacon Act
 - Copeland Anti-Kickback Act
 - Contract Work Hours and Safety Standards Act
 - Seismic safety
 - Veterans hiring preference
 - Bonding
- Contracts for Transit Operations:
 - School bus restrictions
 - Charter bus restrictions
 - Transit employee protective arrangements
 - Substance abuse requirements
- Miscellaneous:
 - Conformance with Intelligent Transportation Systems (ITS) national architecture
 - Cargo preference
 - Fly America
 - Patent rights
 - Rights in data and copyrights

- Procurement of recovered materials
- Domestic Preference
- Rolling Stock Certifications:
 - Bus testing
 - Transit Vehicle Manufacturer (TVM) compliance with DBE requirements
 - Pre-Award Buy America Certification
 - Pre-Award Purchaser's Requirements
 - Pre-Award Federal Motor Vehicle Safety Standards (FMVSS) Certification
 - Post-Delivery Buy America Certification
 - Post-Delivery Purchaser's Requirements
 - Post-Delivery FMVSS Certification

FTA C. 4220.1G, Matrix D; *see also* FTA Master Agreement.

3.5. Bonding

Some procurements may necessitate Becker County Transit to require the vendor to submit a bid bond, performance bond, or payment bond (typically construction projects).

3.5.1. Thresholds

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, when bonding is required, MnDOT may accept the bonding policy and requirements of the Subrecipient provided that MnDOT has made a determination that the Federal interest is adequately protected.

3.5.2. Acceptable Sureties

Federal rules for non-governmental recipients requires the non-governmental recipient to obtain construction bonds from companies holding certificates of authority as acceptable sureties under Department of the Treasury regulations, "Surety Companies Doing Business with the United States," (31 CFR Part 223). For a current list of approved sureties, see Department of the Treasury's Listing of Approved Sureties (Department Circular 570). As FTA encourages governmental recipient to require similarly acceptable sureties, it shall be the policy of Becker County Transit to accept such sureties.

3.6. Preference for U.S. Property—Buy America

Any contract exceeding \$150,000 entered into by Becker County Transit with FTA assistance requires that all iron, steel, manufactured products (including rolling stock), and construction materials used are produced or manufactured in the United States, unless FTA has granted a waiver authorized by Buy America regulations. FTA cautions that its Buy America regulations are complex and different from the Federal "Buy American Act" regulations in FAR Subparts 25.1 and 25.2. FTA C. 4220.1G, Chpt. IV.

FTA may obligate an amount for a project only if the steel, iron, manufactured goods, and construction materials used in the project are produced in the United States under the Build America, Buy America Act (BABA), Pub. L. 117-58, § 70901–27 incorporated under 49 U.S.C. 5323(j).

Becker County Transit will, to the great practical extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States of America, even when Buy America and other regulations do not apply. 2 C.F.R. § 200.322

3.7. Accessibility

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR § 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR § 1192 and 49 CFR § 38. Notably, DOT incorporated by reference the ATBCB’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

4. SOURCES OF ACQUISITIONS

4.1. Force Account

Force account means use of Becker County Transit's own labor forces and equipment to undertake a project (typically construction, renovation, or repair). The use of force account labor is a project management function, rather than a procurement and contract administration function, except in the general sense of the Subrecipient’s ability to perform work with its own forces rather than contracting with another entity to acquire the property or services it needs, and the cost implications of the recipient’s decision. Becker County Transit does not charge force account labor to its FTA grants. FTA C. 4220.1G, Chpt. V(1).

4.2. Joint Procurements

Becker County Transit may participate in joint procurements whereby Becker County Transit and one or more other entities agree from the outset to use a single solicitation document and enter into a single contract with a vendor for delivery of products or services. The following requirements apply to Becker County Transit’s participation in joint procurements:

- Solicitation documents may not be drafted for the purpose of accommodating the needs of other parties that may later want to participate in the benefits of the contract.
- Becker County Transit is responsible for ensuring that the joint procurement solicitation and contract complies with all Federal and State requirements and that the solicitation document and contract includes all required clauses and certifications. FTA C. 4220.1G, Chpt. V(3).

4.3. State or Local Government Purchasing Schedules or Purchasing Contracts

4.3.1. Definition

FTA uses the term “state or local government purchasing schedule” to mean an arrangement that a State or local government has established with several vendors in which those vendors agree to provide essentially an option to the State or local government, and its subordinate government entities, to acquire specific property or services in the future at established prices. These arrangements are somewhat similar

to the General Services Administration's (GSA) Cooperative Purchasing Program available for Federal Government use. (FTA C. 4220.1G Chpt I 5.cc.)

4.3.2. Small Quantity Conditions for Rolling Stock

To the extent practicable, Becker County Transit will use the innovative procurement tools authorized under section 3019 of the FAST Act. If Becker County Transit conducts a stand-alone procurement (i.e., not part of a state contract or joint/cooperative procurement) for fewer than five buses, it must prepare a written justification for not using an authorized "innovative procurement tool" pursuant to 49 USC § 5339(a)(10)(B).

4.3.3. Applicability of Federal Provisions

When obtaining property or services in this manner, Becker County Transit must ensure all Federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master intergovernmental contract or in the recipient's purchase document. While MnDOT takes all precautions to ensure that such provisions are in the original solicitation and contract documents, it is ultimately Becker County Transit's responsibility to ensure such documents and certifications are obtained. Solicitation of these vendors is conducted in the same manner as any other procurement.

If such requirements, clauses, and certifications were not included in the original purchase solicitation and contracts, Becker County Transit may request the vendor to append the required Federal clauses in the purchase order or other document that effects the Becker County Transit's procurement. When this method is used, Becker County Transit shall obtain Buy America certification before entering into the purchase order. This method cannot be used to circumvent FTA's Buy America requirements.

4.3.4. Existing Contracts

Becker County Transit may use existing contract rights as an acquisition source. An "existing contract" means a contract that, when formed, was intended to be limited to the original parties thereto. FTA C. 4220.1G, Chpt. V(8).

4.3.4.1. Permissible Actions

Within the conditions set forth below, Becker County Transit may use existing contract rights held by another recipient of FTA assistance:

- (a) Exercise of Options – Becker County Transit may use contract options held by another recipient of FTA assistance with the following limitations:
 - (1) Consistency with the Underlying Contract – Becker County Transit must ensure that the terms and conditions of the option it seeks to exercise are substantially similar to the terms and conditions of the option as stated in the original contract at the time it was awarded.
 - (2) Price – Becker County Transit may not exercise an option unless it has determined that the option price is better than prices available in the open market, or that when it intends to exercise the option, the option is more advantageous.

(3) Awards Treated as Sole Source Procurements – The following actions constitute sole source awards:

- i. Failure to Evaluate Options Before Awarding the Underlying Contract – If a contract has one or more options and those options were not evaluated as part of the original contract award, exercising those options after contract award will result in a sole source award.
- ii. Negotiating a Lower Option Price – Exercising an option after Becker County Transit has negotiated a lower or higher price will also result in a sole source award unless that price can be reasonably determined from the terms of the original contract, or that price results from Federal actions that can be reliably measured.

(b) Assignment of Contract Rights (“Piggybacking”) – If Becker County Transit finds that it has inadvertently acquired contract rights in excess of its needs, it may assign those contract rights to another MnDOT subrecipient if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions. Becker County Transit may use contractual rights through assignment from another recipient of FTA assistance after first determining the contract price remains fair and reasonable, and the contract provisions are adequate for compliance with all Federal requirements. Becker County Transit need not perform a second price analysis if a price analysis was performed for the original contract; however, Becker County Transit must determine whether the contract price or prices originally established are still fair and reasonable before using those rights. Becker County Transit shall be responsible for ensuring the contractor’s compliance with FTA’s Buy America requirements and execution of all the required pre-award and post-delivery Buy America review certifications. Before proceeding with the assignment, however, Becker County Transit shall review the original contract to be sure that the quantities the assigning recipient acquired, coupled with the quantities that Becker County Transit seeks, do not exceed the amounts available under the assigning recipient’s contract.

4.3.4.2. Impermissible Actions

Becker County Transit may not use Federal assistance to finance:

- (a) Improper Contract Expansion – A contract has been improperly expanded when it includes a larger scope, greater quantities, or options beyond the recipient’s reasonably anticipated needs. A contract has also been improperly expanded when excess capacity has been added primarily to permit assignment of those contract rights to another entity.
- (b) Cardinal Changes – A significant change in contract work that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the

original contract, is a cardinal change or “tag-on”. A change within the scope of the contract is not a cardinal change or “tag-on”.

5. PROCEDURES FOR OPEN MARKET PROCUREMENTS

5.1. Solicitation of Competitive Price Quotes, Bids or Proposals

Compliance with the solicitation procedures described in Section 5.4 below will fulfill FTA requirements for “full and open competition.” 2 C.F.R. 200.319(a).

5.2. Solicitation Requirements and Restrictions

Every procurement solicitation that Becker County Transit issues above the micro-purchase level (currently established in Federal guidance at \$15,000), must include the following information and be advertised in a manner that ensures adequate and open competition. 2 C.F.R. 200.319(d).

5.2.1. Description of the Property or Services

The solicitation and the contract awarded thereunder must include a clear and accurate description of Becker County Transit's technical requirements for the products or services to be acquired in a manner that provides for full and open competition. 2 C.F.R. 200.319(d)(1).

5.2.1.1. Descriptive Elements

Becker County Transit will prepare descriptions of property, goods, or service in terms of functions to be performed or level of performance required, including the range of acceptable characteristics or minimum acceptable standards. Detailed product specifications should be avoided if at all possible; however, there is no prohibition against their use when appropriate. 2 C.F.R. 200.319(d)(1).

5.2.1.2. Quantities

Additional quantities or options above Becker County Transit's needs at the time of acquisition may not be added to contracts solely to allow assignment of those quantities or options at a later date. FTA C. 4220.1G, Chpt. VI(2)(d).

5.2.1.3. Brand Name or Equal

When it is impractical or uneconomical to provide a clear and accurate description of the technical requirements of the property to be acquired, a “brand name or equal” description may be used to define the performance or other salient characteristics of a specific type of property. The salient characteristics of the named brand that bidders or offerors must provide must be identified. 2 C.F.R. 200.319(b)(6).

5.2.1.4. Prohibited Practices

Solicitations with requirements that contain features that unduly restrict competition may not be used. Becker County Transit shall not:

- Impose unreasonable business requirements for bidders or offerors.
- Impose unnecessary experience requirements for bidders and offerors.

- Use prequalification procedures that conflict with the prequalification standards described in Section 5.3.
- Make a noncompetitive award to any person or firm on a retainer contract with Becker County Transit if that award is not for the property or services specified for delivery under the retainer contract.
- Impose unreasonable restrictive bonding requirements on bidders and offerors in excess of FTA and state requirements.
- Specify only a “brand name” product without allowing offers of an “equal” product, or allowing an “equal” product without listing the salient characteristics that the “equal” product must meet to be acceptable for award.
- Specify in-state or local geographical preferences or evaluating bids or proposals in light of in-state or local geographic preferences, even if those preferences are imposed by State or local laws or regulations. The only exception expressly mandated or encouraged by Federal law that may be applicable to Becker County Transit is the procurement of Architectural and Engineering (A&E) Services. Geographic location may be a selection criterion in the procurement of A&E services if an appropriate number of qualified firms are eligible to compete for the contract in view of the nature and size of the project.
- Engage in practices that result in organizational conflicts of interest. An organizational conflict of interest occurs when any of the following circumstances arise:
 - Lack of Impartiality or Impaired Objectivity – When the bidder or offeror is unable, or potentially unable, to provide impartial and objective assistance or advice to Becker County Transit due to other activities, relationships, contracts, or circumstances.
 - Unequal Access to Information – When the bidder or offeror has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
 - Biased Ground Rules – When during the conduct of an earlier procurement, the bidder or offeror has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.
- Support or acquiesce in noncompetitive pricing practices between firms or between affiliated companies.
- Take any arbitrary action in the procurement process. 2 C.F.R. 200.319.

5.2.2. Evaluation Factors.

All solicitations shall identify all factors to be used in evaluating bids or proposals. At the discretion of Procurement Officer, the relative order of importance and/or weights shall be communicated to prospective offerors. FTA C. 4220.1G, Chpt. VI (2)(f)

5.2.3. Permissible Contract Types

Becker County Transit shall state the type of contract that will be awarded in all solicitation documents. The following types of contracts will typically be executed with the successful vendor:

5.2.3.1. Firm Fixed Price

A firm fixed price contract includes a price that remains fixed irrespective of the contractor’s cost experience in performing the contract. A firm fixed price contract may include an economic price adjustment provision, incentives, or both.

5.2.3.2. Cost Reimbursement

A cost-reimbursement contract provides for payment of the contractor’s allowable incurred costs, to the extent prescribed in the contract. Allowable costs may include incentives if the recipient believes they can prove helpful. Cost-reimbursement contracts are suitable for use only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed price contract.

5.2.4. Prohibitive or Restricted Contract Types

The following contract types are prohibited or restricted:

5.2.4.1. Cost Plus Percentage of Cost

Cost plus Percentage of Cost type contracts are prohibited.

5.2.4.2. Time and Materials

Time and Materials type contracts may be used only after a written determination is made that no other contract type is suitable. In addition, the contract between Becker County Transit and the Contractor must specify a ceiling price that the Contractor may not exceed except at its own risk.

5.2.5. Other Federal Requirements Affecting the Property or Services to be Acquired

The solicitation and resulting contract must identify those Federal requirements that will affect contract scope and performance.

5.2.6. Other Federal Requirements Affecting the Bidder or Offeror and the Contractor

The solicitation and resulting contract must identify all Federal requirements that a bidder or offeror must fulfill before and during contract performance.

5.2.7. Reservation of Right to Award to Other Than the Low Bidder or Offeror

The solicitation must specifically reserve Becker County Transit right to award a contract to other than the low bidder or offeror. If the solicitation documents do not specify this right, Becker County Transit will be obligated to award the contract to the low bidder.

5.2.8. Reservation of Right to Reject All Bids or Offers

The solicitation must specifically reserve Becker County Transit's right to reject all bids or offers.

5.3. Methods of Procurement

Becker County Transit shall use competitive procedure(s) appropriate for the acquisition undertaken. The procedures used must comply with Minnesota and local law as well as with Federal requirements. Federal restrictions vary with the type of procurement method used. The following guidance is based on the requirements of 2 CFR § 200.318 – 200.326, supplemented by FTA and State policies that address the needs of FTA recipients.

5.3.1. Informal Procurements: Micro Purchases

5.3.1.1. Definition

Per 2 C.F.R. 200.320, micro-purchases are those purchases of products and services that cost \$15,000 or less (or current threshold established by Federal Acquisition Regulations (FAR)); for purposes of this policy, Becker County Transit will use \$15,000 as the threshold for relatively simple purchases as a means to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.

5.3.1.2. Approval Authority

Micro-purchases must be approved in writing by one of the following Becker County Transit employees:

- Procurement Director
- Transit Director

5.3.1.3. Competition

Becker County Transit may acquire products and services valued at less than (Micro Purchase Limit) without obtaining competitive quotations. Micro-purchases should be distributed equitably among qualified suppliers.

Micro purchases are exempt from FTA's Buy America requirements. Davis-Bacon prevailing wage requirements, however, will apply to construction contracts exceeding \$2,000, even though the recipient uses micro-purchase procurement procedures. 2 C.F.R. 200.320(a)(1)(ii).

5.3.1.4. Prohibited Divisions

The size or dollar value of procurements may not be divided or reduced merely to come within the micro purchase limit. The only allowable exception to this restriction is for the express purpose of fostering greater participation of DBEs, small and minority firms and women's business enterprises in Becker County Transit's Federally assisted procurements. FTA C. 4220.1G, Chpt. VI (3)(b).

5.3.1.5. Documentation

Every micro-purchase must be accompanied by a written determination that the price is fair and reasonable and a description of how that determination was made. FTA C. 4220.1G, Chpt. VI(3)(a)(3)(c).

5.3.2. Informal Procurements: Small Purchases

5.3.2.1. Definition

Minnesota law, which is applicable to Becker County Transit per Minn. Stat. 471.345, defines small purchases as those purchases of products and services, including construction services, that cost greater than \$15,000 but not more than \$175,000. For purposes of this policy, Becker

County Transit will consider small purchase those that cost greater than \$15,000 but not more than \$175,000.

5.3.2.2. Approval Authority

Small purchases must be approved in writing by one of the following Becker County Transit employees:

- Transit Director
- Chief Executive Officer
- Governing Board
- Other identified per local decision

5.3.2.3. Required Competition

Price or rate quotations must be obtained from an adequate number of qualified sources. It is the responsibility of Becker County Transit to ensure that an adequate number of quotations, bids, or proposals are received. 2 C.F.R. 200.320(2)(i).

5.3.2.4. Prohibited Divisions

The size or dollar value of procurements may not be divided or reduced merely to come within the small purchase limit. The only allowable exception to this restriction is for the express purpose of fostering greater participation of DBEs, small and minority firms and women’s business enterprises in Becker County Transit’s Federally assisted procurements. FTA C. 4220.1G, Chpt. IV(3)(a)(3)(b).

5.3.2.5. Documentation

Every small purchase must be documented in the grantee’s written procurement history file. The level of documentation is stipulated in Section 6.6.1. 2 C.F.R. 200.334.

For small purchases, price quotations may be oral or written.

5.3.2.6. Special Considerations

Becker County Transit reserves the right to use formal purchase methods, even if small purchase thresholds are met, if the Procurement Officer believes it is in the best interests of the Becker County Transit to do so.

5.3.3. Formal Procurements

5.3.3.1. Definition

Per Minn. Stat. 471.345, formal purchases are those purchases of products and services that cost greater than the current state threshold of \$175,000. For purposes of this policy, Becker County Transit will use formal procedures for all purchases over \$175,000.

5.3.3.2. Approval Authority

Large purchases must be approved in writing by the following Becker County Transit employees or officials:

- Transit Director
- Governing Board
- Other local identified officials

No further delegation of approval authority for large purchases may be made.

5.3.3.3. Procurement Methods

There are two primary methods of procurement for large purchases of products and services:

- Sealed Bid method (IFB); and
- Competitive Proposal (RFP) method.

5.3.3.4. Required Competition

Formal bids and competitive proposals must be publicly advertised. 2 C.F.R. 200.320(b).

For formal purchases by the sealed bid method of procurement, two or more responsible bidders must be willing and able to compete effectively for the business. 2 C.F.R. 200.320(b)(1)(i)(B).

For formal purchases by the competitive proposal method of procurement, two or more offerors must be willing and able to submit an offer or proposal. 2 C.F.R. 200.320(b)(2).

5.3.3.5. Required Documentation

Every formal purchase must, at a minimum, be supported by a written independent cost estimate, formal bids or proposals, a written cost or price analysis as appropriate, a written justification and detailed rationale for contractor selection (including application of evaluation criteria) and a written determination of the responsibility of the contractor. Additional documentation requirements are dependent upon the formal procurement method that is utilized to make the purchase. 2 C.F.R. 200.320; 2 C.F.R. 200.324(a).

5.3.3.6. Procedural Methods for Sealed Bids

The sealed bid method of procurement is a formal method in which bids are publicly solicited and a firm fixed price contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the Invitation for Bids (IFB), is lowest in price. The IFB document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a bid, and the forms on which bids must be submitted. 2 C.F.R. 200.320(b)(1).

- (a) When Appropriate – The sealed bid method of procurement is the preferred method for acquiring products and services that, including construction services, cost greater than simplified threshold or Small Purchase threshold. The sealed bid method of procurement may also be used for small purchases if it is determined to be appropriate. The sealed bid method of procurement is appropriate if the following conditions apply:

- (1) Precise Specifications – A complete, adequate, precise, and realistic specification or purchase description is available.

- (2) Adequate Sources – Two or more responsible bidders are willing and able to compete effectively for the business.
- (3) Fixed Price Contract – The procurement generally lends itself to a firm fixed price contract.
- (4) Price Determinative – The successful bidder can be selected on the basis of price and those price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Apart from responsibility determinations, contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.
- (5) Discussions Unnecessary – Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made based on price and price-related factors alone.
FTA C. 4220.1G, Chpt. VI(3)(c)(1)(d).

(b) Requirements for Sealed Bids – The following requirements apply to the sealed bid method of procurement:

- (1) Publicity – The Invitation for Bids must be publicly advertised.
 - i. The Transit Director shall ensure that sufficient time is allowed to prepare bids before the date of bid opening.
 - ii. Notice of bidding opportunities may be provided in other ways in addition, but not as a substitute, to a published notice. The methods may include, but not necessarily be limited to:
 - a. Direct notice, based on compiled vendor lists or from pre-qualification list, sent to prospective offerors; or
 - b. Use of advertisement by electronic means.
- (2) Adequate Sources – Bids must be solicited from an adequate number of known suppliers.
- (3) Adequate Specifications – The Invitation for Bids, including any specifications and pertinent attachments, must describe the property or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.
- (4) Sufficient Time – Bidders must be allowed sufficient time to prepare bids before the date of bid opening.
- (5) Public Opening – All bids must be publicly opened at the time and place prescribed in the Invitation for Bids.
- (6) Fixed Price Contract – A firm fixed price contract must be awarded in writing to the lowest responsive and responsible bidder unless the Invitation for Bids specifically allowed for award of a fixed price incentive contract or the inclusion of an economic price adjustment provision.
- (7) Rejection of Bids – Any or all bids may be rejected if there is a sound, documented business reason.
FTA C. 4220.1G, Chpt. IV(3)(c)(2)(e).

5.3.3.7. Competitive Proposals

The competitive proposal method of procurement is a formal method in which written proposals are publicly solicited and a contract is awarded to the responsible offeror whose proposal, taking into consideration price and other factors, is considered to be the most

advantageous to Becker County Transit or that is considered to be the “best value” to Becker County Transit. The vehicle through which proposals are solicited is Request for Proposals (RFP). The RFP document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a proposal and the forms on which proposals must be submitted, if applicable. FTA C. 4220.1G, Chpt. VI(3)(d).

(a) When Appropriate – The competitive proposal method of procurement is appropriate for the acquisition of products and services that cost greater than Small Purchase Limit when the nature of the procurement does not lend itself to sealed bidding and Becker County Transit expects that more than one source will be willing and able to submit a proposal. The competitive proposal method of procurement may also be used for small purchases if it is determined to be appropriate. The competitive proposal method of procurement may not be used for the procurement of construction services. The competitive proposal method of procurement is appropriate when any of the following circumstances are present:

- (1) Type of Specifications – The products or services to be acquired are described in a performance or functional specification, or if described in detailed technical specifications, other circumstances such as the need for discussions or the importance of basing contract award on factors other than price alone are present.
- (2) Uncertain Number of Sources – Uncertainty about whether more than one bid will be submitted in response to an Invitation for Bids.
- (3) Price Alone Not Determinative – Due to the nature of the procurement, contract award need not be based exclusively on price or price-related factors.
- (4) Discussions Expected – Separate discussions with individual offerors are expected to be necessary after they have submitted their proposals.
FTA C. 4220.1G, Chpt. VI(3)(d)(1)(d).

(b) Requirements for Competitive Proposals – The following requirements apply to the competitive proposal method of procurement:

- (1) Publicity – The Request for Proposals must be publicly advertised.
- (2) Evaluation Factors – All evaluation factors and their relative importance must be specified in the solicitation, but numerical or percentage ratings or weights need not be disclosed.
- (3) Adequate Sources – Proposals must be solicited from an adequate number of qualified sources.
- (4) Evaluation Method – A specific method must be established and used to conduct technical evaluations of the proposals received and to determine the most qualified offeror.
- (5) Price and Other Factors – An award must be made to the responsible offeror whose proposal is most advantageous to Becker County Transit or that represents the “best value” to Becker County Transit with price and other factors considered.
- (6) Best Value – Becker County Transit may award a contract to the offeror whose proposal provides the greatest value to Becker County Transit. To do

so, the solicitation must inform potential offerors that the award will be made on a “best value” basis and identify what factors will form the basis for award. Becker County Transit must base its determination of which proposal represents the “best value” on an analysis of the tradeoff of qualitative technical factors and price or cost factors. FTA C. 4220.1G, Chpt. IV(3)(d)(2).

5.3.3.8. Two-Step Procurements

Becker County Transit may use two-step procurement procedures in both sealed bid and competitive proposal procurements, provided the opportunity for full and open competition is retained. FTA C. 4220.1G, Chpt. VI(3)(e).

Review of Technical Qualifications and Approach – The first step is a review of the prospective contractors’ technical approach to Becker County Transit’s request and their technical qualifications to carry out that approach followed by the establishment of a competitive range consisting of prospective contractors that demonstrate a technically satisfactory approach and have satisfactory qualifications. FTA C. 4220.1G, Chpt. IV(3)(e)(1).

Review of Bids and Proposals Submitted by Qualified Prospective Contractors – The second step consists of soliciting and reviewing complete bids or proposals, including price, submitted by each prospective contractor determined to be qualified. Absent exceptional circumstances, bids or proposals must be solicited from at least three qualified prospective contractors. FTA C. 4220.1G, Chpt. IV(3)(e)(2).

5.3.3.9. Architectural and Engineering (A&E) Services and Other Services

FTA’s enabling legislation at 49 U.S.C. § 5325(b)(1) requires the use of the qualifications-based procurement procedures contained in the “Brooks Act,” 40 U.S.C. § 1101 through 1104, to acquire A&E services. FTA C. 4220.1G, Chpt. VI(3)(f).

(a) Qualifications-Based Procurement Procedures Required – Becker County Transit must use qualifications-based procurement procedures to acquire architectural and engineering (A&E) services as well as certain other services that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property. In addition to A&E services, other services that must be procured by qualifications-based procurement procedures include:

- Program management;
- Construction management;
- Feasibility studies;
- Preliminary engineering;
- Design, architectural, engineering;
- Surveying, mapping; and
- Other related services.

The nature of the work to be performed and its relationship to construction, not the nature of the prospective contractor, determine whether qualifications-based procurement procedures may be used. FTA C. 4220.1G, Chpt. IV(3)(f)(1).

- (b) Purpose of Services. The use of qualifications-based procurement procedures is authorized only for those services that directly support or are directly connected or related to construction, alteration, or repair of real property. Thus, if services, such as program management, feasibility studies, or mapping, are not directly in support of, directly connected to, or directly related to, or lead to construction, alteration, or repair of real property, then the recipient must not use qualifications-based procurement procedures to select the contractor that will perform those services. FTA C. 4220.1G, Chpt. IV(3)(h)(2)(a).
- (c) Qualifications-Based Procurement Procedures – The following procedures apply to qualifications-based procurements:
 - (1) Qualifications – Unlike other two-step procurement procedures in which price is an evaluation factor, an offeror’s qualifications are evaluated to determine contract award.
 - (2) Price – Price is excluded as an evaluation factor.
 - (3) Most Qualified – Price negotiations are first conducted with only the most qualified offeror.
 - (4) Next Most Qualified - Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror. Then, if necessary, negotiations with successive offerors in descending order may be conducted until contract award can be made to the offeror whose price the recipient believes is fair and reasonable.
FTA C. 4220.1G, Chpt. VI(3)(f)(2).

5.4. Noncompetitive Procurements

Normally, Becker County Transit must provide for full and open competition when soliciting bids or proposals. Federal regulations at 2 C.F.R. 200.320(f)(1) – (4), however, acknowledges that under certain circumstances, a recipient may conduct procurements without providing for full and open competition.

5.4.1. When Appropriate

Noncompetitive procurement procedures may only be used when the procurement is inappropriate for small purchase procedures, sealed bids, or competitive proposals, and at least one of the following circumstances are present:

5.4.1.1. Adequate Competition

If after soliciting several sources, competition is determined inadequate, a recipient may make a noncompetitive award. If a recipient receives inadequate competition in response to its solicitation, it should review its specifications to determine if they are unduly restrictive or if changes can be made to encourage submission of more bids or proposals. After the recipient determines that the specifications are not unduly restrictive and changes cannot be made to encourage greater competition, the recipient may make a noncompetitive award.

5.4.1.2. Sole Source

When Becker County Transit requires products or services available from only one responsible source, and no other products or services will satisfy its requirements, Becker County Transit may make a sole source award. In addition, when Becker County Transit requires an existing contractor to make a change to its contract that is beyond the scope of that contract, Becker County Transit will consider the change a sole source award that must be justified. Sole source awards are only appropriate when one of the following conditions apply:

(a) Unique Capability or Availability – The products or services are available from only one source if one of the conditions described below is present:

- (1) Unique or Innovative Concept – The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to Becker County Transit only from one source and has not in the past been available to Becker County Transit from another source.
- (2) Patents or Restricted Data Rights – Patent or data rights restrictions preclude competition.
- (3) Substantial Duplication Costs – In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
- (4) Unacceptable Delay – In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling Becker County Transit's needs. FTA C. 4220.1G, Chpt. VI(3)(h)(1)(b)(4).

(b) Single Bid or Proposal – Upon receiving a single bid or proposal in response to a solicitation, Becker County Transit should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.

- (1) Adequate Competition – Competition is adequate when the reasons for a single response were caused by conditions beyond Becker County Transit's control.

- (2) Inadequate Competition – Competition is inadequate when the reasons for a single response were caused by conditions within Becker County Transit's control. FTA C. 4220.1G, Chpt. IV(3)(i)(1)(b)(2).
- (c) Exigency or Emergency – Becker County Transit may limit the number of sources from which it solicits bids or proposals when Becker County Transit has such an unusual and urgent need for the products or services that Becker County Transit would be seriously injured unless it were permitted to limit the solicitation. Becker County Transit may also limit the solicitation when the public exigency or emergency will not permit a delay resulting from competitive solicitation for the products or services. FTA C. 4220.1G, Chpt. VI(3)(h)(1)(c).
- (d) Authorized by MnDOT – Becker County Transit may request permission from MnDOT to allow it to use noncompetitive proposals for a particular procurement. FTA C. 4220.1G, Chpt. VI(3)(i)(1)(e).
- (e) When Prohibited – Less than full and open competition is not justified based on:
- (1) Failure to Plan – Becker County Transit's lack of advance planning, resulting in limited competition, is not justification for a sole source or single bid award.
 - (2) Limited Availability of Federal Assistance – Concerns about the amount of Federal assistance available to support the procurement. FTA C. 4220.1G, Chpt. VI(3)(i)(2).
- (f) Procurement Procedures – The following requirements apply when Becker County Transit completes a procurement utilizing less than full and open competition:
- (1) Potential Sources – Becker County Transit must solicit offers from as many potential sources as is practicable under the circumstances.
 - (2) Sole Source Justification – Becker County Transit must justify all sole source procurements in writing. Sole source procurement justifications must describe the reasons for why a sole source procurement is appropriate, state which of the authorized justifications listed in Section 5.6.1.2 are applicable, include a cost analysis and be signed by the Procurement Officer. If Becker County Transit decides to solicit an offer from only one source, Becker County Transit must justify its decision in writing. The written justification must include the same elements as a sole source justification except that it must state which of the authorized justifications listed in Section 5.6.1.2 are applicable to the sole source purchase.
 - (3) Cost Analysis – Becker County Transit must prepare or obtain a cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of the costs and profits. A price analysis shall not be adequate to justify a sole source purchase. FTA C. 4220.1G, Chpt. VI(3)(h)(3)(c).
- (g) Exception for Procurement Activities Using Non-FTA Funds – When it is determined by the Procurement Coordinator or appropriate Director to be in the best interest of

Becker County Transit, noncompetitive procurement procedures may be utilized to acquire professional or other transportation-related services that do not involve the use of FTA or State financial assistance. Any such determination must be requested and authorized in writing by MnDOT.

5.5. Evaluation Requirements

The following standards shall apply to all evaluations of bids or proposals conducted by Becker County Transit.

5.5.1. General

When evaluating bids or proposals received in response to a solicitation, Becker County Transit shall consider all evaluation factors specified in the solicitation documents and shall evaluate the bids or offers proposals only on the evaluation factors included in those solicitation documents. Becker County Transit may not modify its evaluation factors after bids or proposals have been received without re-opening the solicitation. FTA C. 4220.1G, Chpt. VI(5).

5.5.2. Options

The following standards shall apply when awarding contracts that include options:

5.5.2.1. Evaluation Required

In general, Becker County Transit must evaluate bids or offers for any option quantities or periods contained in a solicitation if it intends to exercise those options after the contract is awarded. For formal procurements, the use of a team to conduct the evaluation will be used.

5.5.2.2. Evaluation Not Required

Becker County Transit need not evaluate bids or offers for any option quantities when Becker County Transit does not intend to exercise those options after the contract is awarded or if it determines that evaluation would not otherwise be in its best interests. FTA C. 4220.1G, Chpt. VI(5)(b).

5.6. Contract Award Requirements

The following standards shall apply to all contract award decisions made by Becker County Transit:

5.6.1. Award to Other Than the Lowest Bidder or Offeror

Becker County Transit may award a contract to other than the lowest bidder if the award furthers an objective consistent with the purposes of 49 U.S.C. Chapter 53, including improved long-term operating efficiency and lower long-term costs. Becker County Transit may also award a contract to other than the offeror whose price proposal is lowest, when stated in the evaluation factors of the solicitation. In both cases, Becker County Transit must include a statement in its solicitation document reserving the right to award the contract to other than the low bidder or offeror. FTA C. 4220.1G, Chpt. VI(6)(a).

5.6.1.1. Award Only to a Responsible Bidder or Offeror

Becker County Transit may only award contracts to responsible contractors possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract and who demonstrate that its proposed subcontractors also qualify as responsible. Becker County Transit must consider such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources when making a

determination of contractor responsibility. Becker County Transit must also ensure that the contractor is not listed as a debarred or suspended contractor on the System for Award Management (SAM), which is maintained by the General Services Administration (GSA), at the time of contract award. Entities that are listed as debarred or suspended contractors on SAM may not be determined to be responsible contractors by Becker County Transit. For every procurement action above the micro-purchase level, Becker County Transit must make a written determination of the responsibility of the contractor and include such determination in the applicable contract file (See Section 3.6).

To designate a prospective contractor “responsible” as required by 49 U.S.C. § 5325, Becker County Transit, at a minimum, must determine and ensure that the prospective contractor satisfies the criteria of Integrity and Ethics, Debarment and Suspension, Affirmative Action and DBE, Public Policy, Administrative and Technical Capacity, Licensing and Taxes, Financial Resources, Production Capability, Timeliness, and Performance Record. FTA C. 4220.1G, Chpt. VI(6)(b).

5.6.1.2. Rejection of Bids and Proposals

Becker County Transit may reject all bids or proposals submitted in response to an Invitation for Bids or Request for Proposals. Becker County Transit must include a statement in its solicitation document reserving the right to reject all bids or proposals.

- (a) Extent and Limits of Contract Award – The selection of a contractor to participate in one aspect of a project does not, by itself, constitute a sole source selection of the contractor’s wholly owned affiliates to perform other work in connection with the project.

FTA C. 4220.1G, Chpt. VI(6)(h).

5.6.2. Affirmative Action and DBE

Is in compliance with the Common Grant Rules’ affirmative action and FTA’s Disadvantaged Business Enterprise requirements, including completing an ICE and Scope of Work for any federally or state funded projects over \$5,000. 2 C.F.R. 200.321.

5.7. Independent Cost Estimate and Cost and Price Analysis

5.7.1. Independent Cost Estimate

For every solicitation above the micro-purchase threshold, Becker County Transit shall make a written independent estimate of cost prior to receiving price quotes, bids or proposals. FTA C. 4220.1G, Best Practices 4.6.1.

5.7.2. Cost or Price Analysis

Becker County Transit shall perform a cost or price analysis in connection with every procurement over \$350,000, and ensure a Cost Analysis for all sole source and contract modifications. 2 C.F.R. 200.324(a); FTA C. 4220.1G, Chpt. IV(6).

5.7.2.1. Price Analysis

If Becker County Transit determines that competition was adequate, a written price analysis, rather than a cost analysis, is required to determine the reasonableness of the proposed contract price. 2 C.F.R. 200.324(a); FTA C. 4220.1G, Chpt. VI(4)(a).

5.7.2.2. Cost Analysis

Becker County Transit must perform or obtain a cost analysis when:

- (a) A price analysis will not provide sufficient information to determine the reasonableness of the contract cost.
- (b) When the offeror submits elements of the estimated cost.
- (c) When only a sole source is available, even if the procurement is a contract modification.
- (d) In the event of a change order.

2 C.F.R. 200.324(a); FTA C. 4220.1G, Chpt. VI(4)(b).

6. CONTRACT ADMINISTRATION REQUIREMENTS AND CONSIDERATIONS

6.1. Becker County Transit Staff Responsibilities

Prior to execution of third party contracts, Becker County Transit shall designate a Project Manager to serve as Becker County Transit's principal contact with the contractor and as the primary administrator of the contract. The designated Project Manager for each contract shall have responsibility for directing and overseeing the work performed by the contractor; reviewing and approving deliverables and invoices from the contractor; determining percentage of contract completion for progress payments (if applicable); making recommendations on the exercise of contract options (if applicable); recommending contract changes; preparing justifications for contract changes; performing independent cost estimates and cost or price analyses for contract changes; making recommendations on approval or rejection of subcontractors; assisting with the resolution of contract disputes; making recommendations on contract termination or other contractor disciplinary actions; maintaining complete contract files; and other contract administration duties that may be necessary.

6.2. Administrative Restrictions on the Acquisition of Property and Services

The following Federal laws and regulations impose administrative requirements, many of which will affect specific third-party procurements.

6.2.1. Legal Eligibility

The property or services acquired must be eligible for support under the scope or restrictions accompanying the Federal statute or State laws authorizing the Federal and/or State assistance to be used. FTA C. 4220.1G, Chpt. VI(1)(a).

6.2.2. Period of Performance

Becker County Transit will use sound business judgment and be judicious in establishing and extending a contract's period of performance. FTA C. 4220.1G, Chpt. VI(2)(b)(3).

6.2.2.1. General Standards

The period of performance generally should not exceed the time necessary to accomplish the purpose of the contract. Becker County Transit will also consider competition, pricing, fairness, and public perception. Becker County Transit's procurement files will document its rationale for determining the performance period designated for each contract. FTA C. 4220.1G, Chpt. VI(2)(b)(3)(a).

6.2.2.2. Time Extensions

Consistent with the general tone of FTA Circular 4220.1G, contract time extensions shall be considered in light of whether they are permissible changes or impermissible cardinal changes. Once Becker County Transit awards a third-party contract, an extension of the contract term length that amounts to a cardinal change will require a sole source justification. FTA C. 4220.1G, Chpt. VI(2)(b)(3)(c).

6.2.2.3. Authority to Extend

The Transit Director has the sole authority to approve and execute contract modifications. The Procurement Officer for the contract shall recommend all contract time; prior to making a recommendation for a contract time extension. The Procurement Officer shall prepare a written justification and cost analysis for the contract time extension and shall negotiate the appropriate contract modification with the contractor.

6.3. Federal Cost Principles

Federal rules require project costs to conform to applicable Federal cost principles for allowable costs. In general, costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal or State law or regulation, and must comply with Federal cost principles applicable to the recipient. FTA C. 4220.1G, Chpt. VI(2)(b)(4).

OMB guidance for grants and agreements, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR § 200, applies to project costs incurred Becker County Transit.

6.4. Payment Provisions

Becker County Transit will follow the provisions of this section when using Federal or State funds to support its third party contracts. FTA C. 4220.1G, Chpt. VI(2)(b)(5).

6.4.1. Financial Support for the Project

Costs may only be incurred by Becker County Transit if MnDOT or FTA has awarded a financial assistance contract to Becker County Transit.

6.4.1.1. Progress Payments

Progress payments are payments for contract work that has not been completed. Becker County Transit may use MnDOT assistance to support progress payments provided the recipient obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested. FTA C. 4220.1G, Chpt. VI(2)(b)(5)(b).

6.4.1.2. Adequate Security for Progress Payments

Adequate security for progress payments may include taking title or obtaining a letter of credit or taking equivalent measures to protect the recipient's financial interest in the progress payment. Adequate security should reflect the practical realities of different procurement scenarios and factual circumstances. Becker County Transit should always consider the costs associated with providing security (for example, the recipient may need to acquire bonds or letters of credit in the commercial marketplace) and the impact of those costs on the contract price, as well as the consequences of incomplete performance. FTA C. 4220.1G, Chpt. VI(2)(b)(5)(b)(a).

6.4.1.3. Adequate Documentation

Sufficient documentation is required to demonstrate completion of the amount of work for which progress payments are made. FTA C. 4220.1G, Chpt. VI(2)(b)(5)(b)(b).

6.4.1.4. Percentage of Completion Method

Federal rules require that any progress payments for construction contracts be made on a percentage of completion method described therein. Becker County Transit, however, may not make progress payments for other than construction contracts based on this percentage method. FTA C. 4220.1G

6.5. Protections Against Performance Difficulties

Becker County Transit shall include provisions in its third-party contracts that will reduce potential problems that might occur during contract performance, as follows:

6.5.1. Changes

Becker County Transit shall include provisions that address changes and changed conditions in all third-party contracts except for routine supply contracts. FTA C. 4220.1G, Chpt. IV(2)(b)(9)(c).

6.5.2. Remedies

Becker County Transit shall include provisions that address remedies in its third-party contracts. Provisions related to remedies may include provisions for:

6.5.2.1. Liquidated Damages

Becker County Transit may use liquidated damages if Becker County Transit reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. Rate and measurement standards must be calculated to reasonably reflect Becker County Transit's costs should the standards not be met and must be specified in the solicitation and contract. The assessment for damages may be established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. The contract file must include a record of the calculation and rationale for the amount of damages established. Any liquidated damages recovered must be credited to the transit system account. FTA C. 4220.1G, Chpt. IV(2)(b)(9)(d).

6.5.2.2. Remedies

Third party contracts exceeding \$250,000 must include administrative, contractual, or legal remedies for violations or breach of the contract by the third-party contractor. FTA C. 4220.1G, Chpt. IV(b)(6)(b)(2).

6.5.2.3. Suspension of Work

Becker County Transit may include provisions pertaining to suspension of work in its third-party contracts. FTA C. 4220.1G

6.5.2.4. Termination

Termination for cause and termination for convenience provisions must be included in third party contracts exceeding \$10,000. FTA C. 4220.1G, Chpt. IV(2)(b)(9)(b).

6.6. Contents of Complete Contract Files

The following documents shall comprise the contents of a complete contract file for procurements above the micro-purchase level:

6.6.1. Written Record of Procurement History

Becker County Transit shall maintain written records detailing the history of the procurement, including records relating to:

6.6.1.1. Procurement Method

Becker County Transit must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive. FTA C. 4220.1G, Chpt. III(3)(a)(5).

6.6.1.2. Contract Type

Becker County Transit must state the reasons for selecting the contract type it used. FTA C. 4220.1G, Chpt. III(3)(d)(1)(b).

6.6.1.3. Contractor Selection

Becker County Transit must state its reasons for contractor selection or rejection, including written justification and evaluation documents. FTA C. 4220.1G, Chpt. III(3)(d)(1)(c).

6.6.1.4. Contractor Responsibility

Becker County Transit must provide a written determination of responsibility for the successful contractor. FTA C. 4220.1G, Chpt. III(3)(d)(1)(c).

6.6.1.5. Cost or Price

Becker County Transit must evaluate and state its justification for the contract cost or price, including the independent cost estimate and cost or price analysis. FTA C. 4220.1G, Chpt. III(3)(d)(1)(d).

6.6.1.6. Reasonable Documentation

Becker County Transit must retain documentation commensurate with the size and complexity of the procurement, including documents related to solicitation, receipt, and evaluation of offers, and contract award, negotiation and execution. FTA C. 4220.1G, Chpt. III(3)(d)(2).

6.7. Contract Administration and Close-Out Documents

Becker County Transit shall maintain written records detailing the performance and close-out of the contract, including records relating to:

6.7.1. Contract Deliverables

Becker County Transit must maintain copies of all contract deliverables and records relating to approval, rejection and requested modifications of contract deliverables.

6.7.2. Contract Changes

Becker County Transit must maintain copies of all contract modifications, including documentation related to the determination of need, written justification and rationale, cost analysis, negotiation, and execution.

6.7.3. Contract Payments

Becker County Transit must retain documentation of invoices, approval of payments, requests for modifications to invoices, determination of percentage of contract completion for partial payments (if applicable), and ownership of title to partial work products.

6.7.4. Contract Close-Out

Becker County Transit must retain documentation related to contractor performance and evaluation, approval of final deliverables and payments, transfer of title to complete work products to Becker County Transit, and contract audit and final reconciliation.

6.8. Protest Procedures

See 2 C.F.R. 200.318(k); FTA C. 4220.1G, Best Practices 4.9.

6.8.1. Recipient Responsibilities and FTA Role in Procurement Disputes.

Becker County Transit is responsible for resolving all contractual and administrative issues, including protests of evaluations and contract awards, arising out of its third-party procurements using good administrative practices and sound business judgment. FTA C. 4220.1G, Chpt. III (7).

In general, MnDOT will not substitute its judgment for that of Becker County Transit unless the matter is primarily a federal concern. Nevertheless, MnDOT and FTA can become involved in Becker County Transit's administrative decisions when a Becker County Transit protest decision is appealed to MnDOT.

Becker County Transit's procedure for addressing third party procurement protests is described in Paragraph 6.9.2 below. Becker County Transit shall insert its protest procedure in all solicitation documents for products and services having an estimated value of \$100,000 or greater.

6.8.2. Becker County Transit Staff Responsibilities

The following staff responsibilities shall be assigned in all protests:

- Procurement Officer – Responsibilities include: ensuring that the Becker County Transit Protest Procedure is included in all solicitation documents; and providing information to and assisting the legal counsel with the resolution of protests.
- Transit Director and Governing Board – Responsibilities include reviewing all procurement protests; and advising and assisting the Subrecipient as needed with the resolution of all procurement protests.

6.8.3. Solicitation Provision

Becker County Transit shall insert the following provision in all solicitation documents:

6.8.3.1. Pre-Proposal Protests

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Procurement Officer as specified below not later than ten (10) business days prior to the deadline for submission of bids/proposals.

The Procurement Officer may, within his or her discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the Procurement Officer as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the Procurement Officer shall be the final agency decision on the matter but shall be subject to judicial review as set forth by FTA below.

6.8.3.2. Pre-Award Protests

With respect to protests made after the deadline for submission of bids/proposals but before contract award by Becker County Transit, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process, Becker County Transit's failure to have or follow its protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Procurement Officer as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by Becker County Transit.

The Procurement Officer may, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that Becker County Transit shall announce the contract award.

The decision by the Procurement Officer shall be the final agency decision on the matter but shall be subject to judicial review as set forth or review by MnDOT as specified below.

6.8.4. Requirements for Protests

All protests must be submitted to Becker County Transit in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor, and be signed by the Protestor. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by Becker County Transit.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Procurement Officer at the address shown in the solicitation documents.

6.8.5. Protest Response

The Procurement Officer shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, Becker County Transit will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official Becker County Transit response to the protest and Becker County Transit will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

6.8.6. Review of Protests by MnDOT

All protests or complaints involving contracts financed with state or Federal assistance shall be disclosed to MnDOT and will keep FTA informed about the status of any such protest or complaint. Becker County Transit shall disclose all information about any third party procurement protest to MnDOT upon request. Protesters shall exhaust all administrative remedies with Becker County Transit prior to pursuing protests with MnDOT. MnDOT limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation. Appeals to MnDOT must be received within five (5) working days of the date the Protester has received actual or constructive notice of Becker County Transit final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to MnDOT.

Section Identified	Change or Update
Throughout entire document	Changed all references of 4220.1F to 4220.1G
Throughout entire document	Updated all citation reference/numbers/links (i.e. 2 CFR 200, federal clauses)
Chapter 5, Section 5.2	Changed the micro purchase threshold to \$15,000.00
Chapter 5, Section 5.3.1.1.	Changed the micro purchase threshold to \$15,000.00
Chapter 5, Section 5.3.2.1.	Changed the small purchase threshold range to \$15,000 - \$350,000
Chapter 5, Section 5.3.2.1.	For governmental agencies – Changed the small purchase threshold from \$15,000 - \$175,000
Chapter 5, Section 5.3.3.1.	Changed the formal procurement threshold from \$250,000 to \$350,000
Chapter 5, Section 5.4.1.3., paragraph C	Changed the title of the paragraph from “Unusual and Compelling Urgency” to “Exigency or Emergency”
Chapter 6, Section 6.5.2.2.	Changed title from “Violation or Breach” to “Remedies”
Chapter 5, Section 5.3.3.9. Paragraph B	Replaced “Qualifications-Based Procurement Procedures Prohibited” with “Purpose of Services” including simple changes in the paragraph.
Chapter 6, Section 6.8.1.	Changed title from “Statement of Policy” to “Recipient Responsibilities and FTA Role in Procurement Disputes”.

Section Identified	Change or Update
Chapter 5, Section 5.4.1.1	Changed "Competition Adequacy" to "Adequate Competition" and replaced with updated language
3.4.3 Required Contract Clauses	Added Domestic Preference under Miscellaneous

Becker County 2027 Budget Timelines



Date(s)	Objective(s)
06/01/2026	Added Positions or Position changes due to Administrator
07/01/2026	Budget Worksheets to Department Heads in TEAMS folder
07/01/2026 – 07/17/2026	Department Heads Complete Preliminary Budget
07/20/2026 -07/24/2026	Department Head / County Administrator / Budget Team – Budget Review, Discussion
07/27/2026-07/30/2026	Department Heads meets with Administrator & Finance Manager
08/03/2026-8/14/2026	Department Committees Review
8/17/2026- 9/01/2026	Finance Committee Review
9/15/2026-09/29/2026	County Board Meeting to Review Budget, Set Preliminary Maximum Levy Possible Special Meeting
10/01/2026 – 12/04/2026	County Board / Department Head / County Administrator – Budget Review
12/10/2026	County Board Meeting to Hold Public Budget Hearing / SMART Hearing
12/15/2026-12/29/2026	County Board Meeting to Adopt Final Budget, Levy Possible Special Meeting

Policy: No Children in the Workplace

Purpose

The purpose of this policy is to maintain a safe, professional, and productive work environment for all employees while minimizing potential safety risks and workplace disruptions.

Scope

This policy applies to all Becker County employees, effective May 19, 2026.

Policy Statement

Employees are not permitted to bring children (defined as individuals under 18 years of age) into the workplace during scheduled working hours, except as outlined in this policy.

General Guidelines

- Children may not accompany employees during their work shifts.
- Employees are responsible for arranging appropriate childcare during working hours.
- The workplace is not equipped to provide supervision or ensure the safety of children.

Exceptions

Exceptions may be granted under limited circumstances at the discretion of the department head, but must comply with the following:

- Brief visits that do not interfere with work operations.
- Should be temporary and infrequent.
- Must not create safety hazards or disrupt business operations.

Safety and Liability

- Children are not allowed in areas that pose safety risks, including but not limited to: equipment areas, warehouses, restricted areas, ect.
- The County assumes no responsibility for the supervision or safety of children on the premises.
- Employees remain fully responsible for their child's behavior and supervision at all times.

Protecting Private Data

Employees are expected to protect the private data they are responsible for. At no time should children have access to private data with or without supervision from the parent.

Work Expectations

- Employees must remain fully engaged in their job duties while on the clock.
- If a child's presence interferes with job performance, the employee may be asked to leave the workplace or make alternative arrangements.

Administration

This policy will be administered by Becker County Human Resources. Failure to follow this policy may result in disciplinary action, up to and including termination. The County reserves the right to modify or terminate this policy at any time, subject to applicable law and governing authority approval.

Effective Date

May 19, 2026

Capital Improvement Expenditure Request Form



Date Requested: 5/13/2026

Department: Land Use/ Environmental Services

Department Head: Steve Skoog

EXPLANATION OF THE REQUEST

Purpose/Need: Approve the low quote to install fencing at the County Solid Waste Campus

REQUEST AMOUNT: \$ \$48,398 plus 5% for project changes.

Savings Achieved (Dollar Amount/Time/ Efficiency): *Click or tap here to enter text.*

Are There Sufficient Funds In Your Budget?

Yes No

Is this included in your department's 5-Year Capital Improvement Plan?

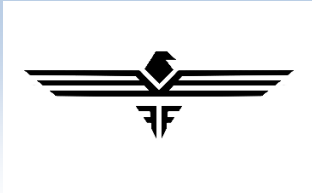
Yes No

Please explain further, if necessary: *Click or tap here to enter text.*

Action Taken (*If different than request*): *Click or tap here to enter text.*

Date Request Completed: 5/13/2026

* This form must be completed and sent to the County Administrator for any request of Capital Improvement Purchase.



Job Estimate

Freedom Fencing

21977 400th Ave Detroit Lakes, MN 56501
Phone: 218-396-0511
Email: freedomfencing1@yahoo.com

INVOICE #4392026
DATE: MAY 11, 2026

TO Steve Skoog
Address: Becker County Transfer Station
E-mail: steve.skoog@co.becker.mn.us
Phone: 218-850-8565

OPTIONS	DESCRIPTION	PICE PER FOOT/EACH	ESTIMATE TOTAL
	5,100' of 12.5ga 3-strand commercial high tensile wire fencing. 5" round H-bracing concreted 5" round line post with tensioners on corners	\$6.98/ft	\$35,598.00
	(7) 24' Double swing chain link gate	\$1,000.00 Ea	\$7,000.00
	(2) 24' Chain Link Roller gates	\$2,900.00 Ea	\$5,800.00
	Estimate Total		\$48,398.00

This is a quotation on the goods named, subject to the conditions noted below: This quote may vary once an option is selected, and exact measurements are taken. Material prices are frequently fluctuating, our quote is valid for 5 business days. This is only an estimate, please request a final contract if you want to proceed with your project.

Please contact us with any questions you may have.

THANK YOU FOR YOUR BUSINESS!

Reference: C&D Waste Management System Feasibility Report - District 4 C&D Waste Plan

unlined demolition landfills will close, the distance to the compliant landfill for disposal, how much volume each facility is able to transfer per hauling trip, among other variables.

Table 1. Current and New Tip Fee Costs – District 4 Member Counties

County	2024 Average C&D Tip Fee (\$/CY)	New costs Tip Fee Combined (\$/CY)						Combined New Costs Tip Fee (\$/CY) ²	
		Landfill Closure		Transfer Stations Improvements		Hauling & Disposal		Low	High
		Low	High	Low	High	Low	High		
Becker	\$16.5	\$1.2	\$4.8	\$11.6	\$14.2	\$19.9	\$49.1	\$32.7	\$68.0
Clay	\$18.1	\$0.0	\$0.0	\$20.5	\$26.7	\$18.2	\$52.2	\$38.7	\$78.9
Douglas	\$16.0	\$3.6	\$11.5	\$14.4	\$14.4	\$18.8	\$51.1	\$36.8	\$76.9
Grant ¹	\$15.2	\$0.0	\$0.0	\$12.6	\$12.6	\$18.3	\$40.8	\$30.9	\$53.4
Otter Tail	\$28.8	\$4.8	\$12.1	\$14.5	\$14.5	\$19.8	\$45.4	\$39.1	\$71.9
Pope	\$13.4	\$1.4	\$3.0	\$3.4	\$3.4	\$15.5	\$53.2	\$20.2	\$59.5
Stevens	\$17.0	\$8.4	\$9.2	\$30.1	\$30.1	\$18.8	\$45.2	\$57.3	\$84.5
Todd	\$20.0	\$6.8	\$18.6	\$17.9	\$17.9	\$18.5	\$55.0	\$43.2	\$91.6
Wadena	\$22.0	\$10.4	\$35.8	\$21.9	\$21.9	\$20.6	\$51.7	\$52.9	\$109.4

¹ In 2024 this was the average fee that generators of C&D waste in Grant County paid for C&D services between Pope and Stevens County, where over 99% of their C&D waste went to. This is not a cost the county pays.

² Depending on what current C&D operations continue into the future, each county will need to determine how much of their current tip fee they must add to the combined new costs. This is to determine a total future C&D tip fee.

In Table 1, the combined tip fee column includes only the new capital and operational costs for C&D disposal. A portion of the existing tip fee may need to be added to the combined tip fee to cover some site-specific operations that will continue in future C&D management operations.

It is important to note that the costs presented in Table 1 are not all strictly applicable to one system or another. The costs for closure of existing unlined demolition landfills and improvements for a C&D transfer station will need to be covered whether the county contracts with an MPCA-compliant third-party landfill or joins with other counties to construct an MPCA-compliant regional C&D landfill for disposal. Though, the hauling and disposal cost estimates will be determined by which disposal method/system the county decides. Additionally, individual counties have the autonomy to cover each of these costs however they see fit, though many will consider tipping fees as a method of covering costs.

Additionally, the New Costs Tip Fees provide enough funds to breakeven on operations and capital improvement (operating at neither a deficit nor surplus) completely covering all necessary costs and not providing any additional profit. More details are provided in the sections below.

Lastly, as a contingency, all estimated costs are based on each site receiving 52.5% of their projected C&D waste volume rates through 2046. If a site ultimately receives more than that 52.5%, it will lower their tip fee for each new cost.

Reference: C&D Waste Management System Feasibility Report - District 4 C&D Waste Plan

Projected C&D Waste Volumes

For the purpose of sizing a regional C&D landfill and developing capital and operating cost opinion, Stantec assumed a 20-year service life. Since there is uncertainty of the timing of the Proposed C&D Landfill Rules and when a conceptual regional C&D landfill would be constructed, Stantec assumed the 20-year service life begins in 2026. Summarized in

Table 2 are the projected volumes of C&D waste generated by the District 4 member Counties from 2026 through 2046.

By 2046 the District 4 member counties will manage 368,000 cubic yards of loose C&D waste annually, with a cumulative total of 6.3 million cubic yards of loose C&D waste. Assuming 30% loss of the waste shed to non-District 4 member county facilities, 70% of that projected 2046 loose cumulative volume is approximately 4.4 million cubic yards. This 70% volume expressed as landfill disposal airspace is approximately 2.2 million cubic yards.

Table 2. *Projected C&D Waste Volumes Through 2046 – District 4 Member Counties*

Volume Group	2026	2031	2036	2041	2046	Cumulative Volume (CY)
District 4 Total (CY)	244,790	270,268	298,397	329,455	363,745	6,311,491
70% District 4 Total (CY)	171,353	189,187	208,878	230,618	254,621	4,418,044
70% Annual Airspace Consumed (CY)	89,073	94,288	104,102	114,937	126,900	2,211,260

For the projected C&D waste volumes, Stantec also assumed a 2% increase in C&D waste annually, which roughly matches the projected increase in population throughout the planning period.

Existing C&D material recycling and reuse programs vary widely among the District 4 member counties, considering the type of materials managed and the scale of the program. Stantec assumed that beginning in 2026, the District 4 member counties would divert an additional 1% of the projected C&D waste beyond what it is currently diverted as a group. Landfill diversion was assumed to increase by 1% annually until reaching 7% in 2032 and maintaining that 7% through 2046. This 7% recycling rate increase of C&D waste was chosen based on what four of the District 4 member counties are currently recycling and applying half of that to the respective volume of the other five counties who're not recycling C&D waste.

Additionally, to calculate compacted airspace consumed from loose C&D waste received and managed, Stantec used the 5-year averages of the two. The district 4 member counties had a five-year average of 241,000 cubic yards of loose C&D waste managed, and five-year average of 129,000 cubic yards of landfill airspace consumed. This provides a compaction rate of 0.54 cubic yards of in place C&D waste per loose cubic yard received at the landfill.

Reference: C&D Waste Management System Feasibility Report - District 4 C&D Waste Plan

Existing Permitted C&D Landfill Disposal Capacities

Within the District 4 member counties, there are twelve landfills currently taking in C&D waste. One of these is a lined MSW landfill in Clay County, another is a lined C&D landfill in Otter Tail County, and the rest are unlined C&D landfills. Combined, all twelve of these landfills within the District 4 member counties have a remaining permitted capacity of approximately 1.1 million cubic yards of airspace. Based on the combined 5-year average landfill airspace consumed of 129,000 cubic yards, the District 4 member counties have a combined permitted service life of 9 years. Some of the landfills' permits include design capacity, which is recognized disposal airspace beyond the facility's 10-year permit term, but is not approved for filling within the current permit term. The total design capacity for District 4 member county facilities is 3.3 million cubic yards of airspace which is approximately 26 years of service life. Design capacity is inclusive of permitted capacity.

Table 3. Remaining C&D Landfill Disposal Capacities – District 4 Member Counties

County	Facility Shorthand	5 Yr. Avg Loose Annual Waste (CY)	5 Yr. Avg. Compacted Annual Waste (CY) ²	Remaining Permitted Capacity (CY)	Remaining Design Capacity (CY)	Remaining Permitted Life (Yr)	Remaining Design Life (Yr)
Becker	Becker Co DL and TS	21,433	13,114	50,781	1,016,580	4	78
	Lakes Area DL	23,046	10,559	49,760	49,760	5	5
Clay	Clay Co MSW LF and TS ³	9,162	2,963	2,056	185,977	1	63
	Clay Demo LF	17,783	18,484	28,409	238,409	2	13
Douglas	Douglas Co DL	17,163	10,365	6,332	6,332	1	1
Otter Tail	City Fergus Falls DL and TS	6,441	8,237	178,802	1,053,794	22	128
	Henning DL and TS	12,305	7,044	102,342	102,342	15	15
	NEOT DL and TS	20,497	11,995	125,529	125,529	10	10
Pope	Glenwood DL and TS	84,641	21,334	406,760	406,760	19	19
Stevens	Stevens Co DL and TS	13,529	11,453	82,542	82,542	7	7
Todd	Todd Co DL	9,575	7,809	20,832	206,089	3	26

Reference: C&D Waste Management System Feasibility Report - District 4 C&D Waste Plan

Wadena	Wadena Co DL and TS	5,602	5,889	53,590	53,590	9	9
Total		241,177	129,247	1,105,679	3,341,727	9 ¹	26 ¹

¹ The total remaining permitted and design life are based on the total remaining permitted and design capacities.

Though this assumes all facilities would take all nine counties C&D waste until full

² Compacted annual waste is the volume of loose annual waste compacted into the landfill itself. This volume is determined via annual surveys of the landfill and calculating the difference between the most recent and previous survey.

³ The Clay County MSW landfill in total has more permitted and design capacity remaining. These capacities are a portion of the total respective to the amount of C&D waste they landfill compared to MSW and industrial waste which is about 6.5%. As most of their remaining capacity would be utilized for MSW and industrial waste.

The combined permitted and design capacities assume that when one county's landfill reaches capacity, a neighboring county would accept their C&D waste for disposal. This was assumed for the purposes of the feasibility study however in reality some counties, those with extensive service life based on their volumes, may restrict their landfill capacity to C&D waste from their residents and haulers explicitly.

Additionally, the Clay County MSW landfill takes in only a small amount of C&D waste annually compared to the volume of MSW and industrial waste they accept. Based on the annual reports' 5-year average, C&D waste comprises approximately 6.5% of their total waste going to the landfill. Because of this Stantec listed the 5-year average air space consumed, remaining permitted, and design capacity as 6.5% of their total respective volumes.

Conceptual Landfill Expansion of Current C&D Disposal Sites

One landfill within the District 4 member counties already has the land area within their property boundary to expand beyond their design capacity and provide long term disposal service to the District 4 member counties. The City of Fergus Falls demo landfill currently has 1 million cubic yards of design capacity which would provide the District 4 member counties with approximately 7.5 years of C&D disposal service. With additional horizontal and vertical expansions within the site's property boundary, this site has potentially 7.5 million cubic yards of total capacity which could provide the District 4 member counties with approximately 57 years of C&D disposal service.

Within the District 4 member counties, two sites were considered as being the most eligible candidates to serve as a potential regional hub C&D landfill. Those being the City of Fergus Falls demo landfill and the Becker County demo landfill. Both sites are currently owned by a municipality, and both have the ability to expand their current capacity as summarized in Table 3. With their current combined design capacities, together they could provide the District 4 member counties with about 15 years of service life. If both sites were to expand their design capacity, they could provide a combined service life of 71 years. The City of Fergus Falls (CFF) site in particular has significant space on site to expand compared to its current design capacity. Both sites' current design capacities offer about 8 years of service life each, with the CFF site

Reference: C&D Waste Management System Feasibility Report - District 4 C&D Waste Plan

having expansion capacity to provide 50 years of additional service life, and 6 years of additional service life for the Becker County site.

Table 4. Conceptual Landfill Expansions – District 4 Member Counties

Landfill	Current Design Capacity (CY)	Potential Design Capacity (CY)	Additional Airspace with Expansion (CY)	Current Design Service Life (Yr)	Potential Service Life (Yr)	Additional Service Life with Expansion (Yr)
Becker County Demo Landfill	1,016,580	1,826,850	810,270	7.9	14.1	6.3
City of Fergus Falls Demo Landfill	969,794	7,376,701	6,406,907	7.5	57.1	49.6
Total	1,986,374	9,203,551	7,217,177	15.4	71.2	55.8

Other sites within the District 4 member counties with potential capacity to expand include the Glenwood demolition landfill and the Henning Demolition landfill, though both of these sites are unlined landfills. The unlined Glenwood demolition landfill is currently owned by the private entity Tom Kraemer Inc. who has expressed their interest and intent to continue operating in the area as a means of C&D disposal. Their current site is surrounded by agriculture fields which TKI could potentially purchase as expandable land for the current demo landfill if they were to line it in compliance with the Proposed C&D Landfill Rules. The Henning Demolition landfill is currently owned and operated by Otter Tail County. There are over 120 acres owned by the State of Minnesota directly to the south of the Henning Demolition Landfill parcel which could potentially be acquired for landfill expansion. Any expansion requiring property acquisition is speculative.

Landfill Closure Cost Estimates by Type and Site

The Proposed C&D Landfill Rules include provisions for three different final cover systems to be implemented depending on the timing of the landfill’s closure. These include:

- Facilities closing within two years may use a conventional soil cover system (same as currently required under Minn. R. 7035.2825, subp. 11). This is a two-foot-thick non-specified soil cover.
- Facilities closing beyond two years but within five years must use an enhanced soil cover system which rejects at least 95% of precipitation. Enhanced soil covers consist of twelve inches of low permeability soil, twelve inches of drainage material, thirty inches of rooting zone soils, and six inches of topsoil.
- Facilities closing beyond five years but within eight years must use an impermeable synthetic cover system which rejects 98.5% of precipitation.

All unlined landfills must be closed within eight years of the Proposed C&D Landfill Rule promulgation.

Reference: C&D Waste Management System Feasibility Report - District 4 C&D Waste Plan

Summarized in Table 5. are estimated per-acre costs for these three final cover systems. Additionally, the City of Fergus Falls demo landfill is currently permitted for an alternative enhanced final cover system. The estimated cost per acre for the alternative enhanced final cover system is also included in Table 5.

Table 5. *Estimated Landfill Closure Construction Costs by Capping System Profile – District 4 Member Counties*

Capping System Profile	Cost per Acre
Conventional Cover Estimated Cost (\$/acre)	\$56,400
Alternative Enhanced Final Cover (Fergus Falls only) (\$/acre)	\$156,000
Enhance Final Cover Estimated Cost (\$/acre)	\$185,200
Synthetic Final Cover Estimated Cost (\$/acre)	\$253,800

Summarized in Table 6. is each active demolition landfill’s estimated total closure construction costs for the respective capping system profiles summarized in **Error! Reference source not found.** For the purpose of developing each landfill’s estimated total closure construction costs, it was assumed that all landfills close as much open area as practical with the conventional cover profile before the Proposed C&D Landfill Rules are promulgated. It was also assumed that all landfills continue to expand their footprint at the same rate as presented in the MPCA Annual Facility Reports between 2020 and 2024. The total costs summarized in **Error! Reference source not found.** assume that the MPCA will promulgate the Proposed C&D Landfill Rules in Fall of 2026, which is consistent with the MPCA’s messaging for the past several months.

Reference: C&D Waste Management System Feasibility Report - District 4 C&D Waste Plan

Table 6. Estimated Landfill Closure Construction Costs per Proposed C&D Rule Closure Milestone – District 4 Member Counties

County	Facility	2026 (yr of promulgation)	2028 (Within 2 years of promulgation)	2031 (Within 5 yrs of promulgation)	2034 (within 8 yrs after promulgation)	20-yr High Est. Post Closure Care Costs ³
Becker	Becker Co DL and TS	\$375,793	\$411,889	\$1,352,516	\$1,853,501	\$542,769
	Lakes Area DL	\$304,137	\$326,697	\$1,183,891	\$1,774,697	\$398,324
Clay	Clay Co MSW LF and TS	1	1	1	1	1
	Clay Demo LF	\$1,225,008	\$1,225,008	\$4,022,544	\$5,512,536	\$2,648,358
Douglas	Douglas Co DL	\$291,447	\$314,007	\$1,142,221	\$1,717,592	\$890,623 ²
Otter Tail	City Fergus Falls DL and TS	\$224,640	\$287,040	\$451,888	\$771,552	\$567,935
	Henning DL and TS	\$294,831	\$306,111	\$1,005,173	\$1,377,500	\$736,544
	NEOT DL and TS	\$302,868	\$302,868	\$994,524	\$1,362,906	\$913,056
Pope	Glenwood DL and TS	\$1,067,863	\$1,269,361	\$1,571,607	\$2,567,948	\$784,816
Stevens	Stevens Co DL and TS	\$1,260,117	\$1,260,117	\$1,260,117	\$1,260,117	\$385,112
Todd	Todd Co DL	\$98,559	\$136,911	\$638,477	\$1,133,852	\$1,232,621
Wadena	Wadena Co DL and TS	\$332,478	\$358,422	\$1,304,734	\$1,963,143	\$696,696
Total		\$5,777,741	\$6,198,431	\$14,927,692	\$21,295,343	\$9,796,853

¹ Clay County Sanitary landfill is an MSW disposal site whose closure cost estimates will not be impacted by the MPCA's proposed C&D Landfill Rules

² Douglas County did not have post closure care costs recorded in their annual reports, so an average of the other facilities costs was used as an estimate

³ High estimate post closure care costs assume each facility would fund these costs through annual revenue in a given year. A site's post closure care costs can be reduced by about 62% if they currently have that total 62% value in a cash account.

The 20-year post-closure care cost presented in Table 6. is as reported in each facility's MPCA 2024 annual facility report. The Proposed C&D Landfill Rules allow for demolition landfills to exit the post closure care period after no less than 20 years, but the MPCA may require the post closure care period to be up to 30 years or longer. The MPCA has indicated that existing unlined demolition landfills open during the transition period will not be required to have financial assurance

Table 7 summarizes the tip fee required for a landfill site to cover all closure construction and post closure costs presented in

Reference: C&D Waste Management System Feasibility Report - District 4 C&D Waste Plan

Table 6 above. The tip fee cost for closure is based on the total volume of C&D waste each site is projected to manage through 2046 or the year of closure. For most sites it was assumed these sites would convert to C&D waste transfer stations and transfer C&D waste to an MPCA compliant landfill, providing them with additional years of C&D waste revenue to help cover costs. For the Lakes Area DL, and Clay Demo LF sites the required tip fee is based on the amount of C&D waste they are projected to manage through the given year of closure as they have not intended to operate as C&D waste transfer stations following proposal of the new MPCA C&D Landfill Rules.

Table 7. *Estimated Tip Fee to Cover Landfill Closure Construction Costs per Proposed C&D Rule Closure Milestone – District 4 Member Counties*

County	Facility	2026 (yr of promulgation) (\$/CY) ^{1,2}	2028 (Within 2 years of promulgation) (\$/CY) ^{1,2}	2031 (Within 5 yrs of promulgation) (\$/CY) ²	2034 (within 8 yrs after promulgation) (\$/CY) ²
Becker	Becker Co DL and TS	\$1.50	\$1.62	\$3.46	\$4.76
	Lakes Area DL	\$55.81	\$18.82	\$19.93	\$17.70
Clay	Clay Co MSW LF and TS	³	³	³	³
	Clay Demo LF	\$398.78	\$130.30	\$108.87	\$86.13
Douglas	Douglas Co DL	\$5.19	\$5.29	\$8.92	\$11.45
Otter Tail	City Fergus Falls DL and TS	\$9.27	\$10.00	\$11.93	\$15.67
	Henning DL and TS	\$5.71	\$5.77	\$9.64	\$11.70
	NEOT DL and TS	\$4.77	\$4.77	\$7.49	\$8.94
Pope	Glenwood DL and TS	\$1.65	\$1.83	\$2.10	\$2.98
Stevens	Stevens Co DL and TS	\$9.16	\$9.16	\$9.16	\$9.16
Todd	Todd Co DL	\$10.48	\$10.78	\$14.72	\$18.62
Wadena	Wadena Co DL and TS	\$13.84	\$14.19	\$26.92	\$35.77
Average Tip Fee		\$15.53	\$46.92	\$19.32	\$20.29

¹ Some facilities may already be accounting for this closure cost in their current C&D tip fee; thus, it would not need to be accounted for as an additional cost. If this is the case, to see the impact of enhanced/synthetic closure these sites would only need to add the difference between and the 2031 and 2034 closure tip fee to see additional costs

² This table presents the tip fee based on the high estimate post closure cost

³ Clay County Sanitary landfill is an MSW disposal site whose closure cost estimates will not be impacted by the MPCA's proposed C&D Landfill Rules.

Reference: C&D Waste Management System Feasibility Report - District 4 C&D Waste Plan

The Proposed C&D Landfill Rules require that all unlined demo landfill sites provide an intended transition plan to the MPCA within one year of promulgation. This plan will outline how the facility intends to comply with the Proposed C&D Landfill Rules by indicating its proposed closure date of the unlined area, its corresponding capping system profile, and whether the facility will continue to operate with a base liner system.

Two demolition landfills presented above have permit-specific closure requirements. The Glenwood demo landfill is required to close all open areas with enhanced final cover from now until 2031 and the Stevens County demo landfill is required to close its entire currently permitted footprint with synthetic cover. The Clay MSW landfill is already lined and closing with synthetic cover, thus its closure costs will not be affected/increased from the new MPCA rule change.

Regional C&D Landfill(s) Hauling and Disposal Costs

Table 8 summarizes the combined hauling and disposal costs of three third-party disposal alternatives while

Table 9 shows it for regional hub C&D disposal landfill. Costs are presented in dollars per loose cubic yard. Since these costs are heavily dependent on several variable factors, an estimated low and high cost are provided for each scenario. Third-party hauling and disposal costs vary between the counties based on the distance to each disposal facility. Contrary, the regional hub disposal cost are the same for each county involved. This is to ensure that all counties who have invested capital in the regional hub infrastructure are not disadvantaged to higher hauling costs by being located further away from the hub landfill. The regional hub costs assume that all nine District 4 member counties participate in a formal waste management group. Third-party landfill disposal fees are based on available gate fees. Actual third-party landfill disposal fees may be lower based on negotiated terms.

Table 8. *Third Party Hauling and Disposal Cost Estimates – District 4 Member Counties*

County	Third Party Disposal (\$/CY)					
	WM Gwinner		Dem-Con Hawick		Disposal Services - Wahpeton	
	Low	High	Low	High	Low	High
Becker	\$26.73	\$45.87	\$27.85	\$49.06	\$19.90	\$30.70
Clay	\$25.32	\$42.69	\$29.31	\$52.23	\$18.21	\$26.93
Douglas	\$29.10	\$51.10	\$18.79	\$28.93	\$22.33	\$36.07
Grant	\$24.35	\$40.33	\$20.69	\$32.98	\$18.34	\$27.11
Otter Tail	\$26.54	\$45.39	\$23.59	\$39.56	\$19.80	\$30.44
Pope	\$30.01	\$53.19	\$15.49	\$21.63	\$23.29	\$38.26
Stevens	\$26.46	\$45.22	\$18.84	\$29.03	\$20.05	\$31.02
Todd	\$30.93	\$55.05	\$18.51	\$28.27	\$24.18	\$40.10
Wadena	\$29.42	\$51.67	\$22.26	\$36.56	\$22.60	\$36.60
Average	\$28.07	\$48.77	\$21.83	\$35.66	\$21.29	\$33.76

Reference: C&D Waste Management System Feasibility Report - District 4 C&D Waste Plan

Table 9. Regional Hub Hauling and Disposal Cost Estimates – District 4 Member Counties

County	Regional Group Disposal (\$/CY)			
	1 Regional Hub		2 Regional Hubs	
	Low	High	Low	High
Becker	\$20.59	\$39.20	\$21.93	\$40.78
Clay	\$20.59	\$39.20	\$21.93	\$40.78
Douglas	\$20.59	\$39.20	\$21.93	\$40.78
Grant	\$20.59	\$39.20	\$21.93	\$40.78
Otter Tail	\$20.59	\$39.20	\$21.93	\$40.78
Pope	\$20.59	\$39.20	\$21.93	\$40.78
Stevens	\$20.59	\$39.20	\$21.93	\$40.78
Todd	\$20.59	\$39.20	\$21.93	\$40.78
Wadena	\$20.59	\$39.20	\$21.93	\$40.78
Average	\$20.59	\$39.20	\$21.93	\$40.78

Between third-party hauling alternatives, the Dem-Con (DC) Hawick and Disposal Services (DS) Wahpeton landfills are generally the cheaper alternatives for the most southeastern and northwestern counties respectively. Due to its location, the Waste Management (WM) Gwinner Landfill is the most expensive alternative based on this estimate, though it may be able to provide lower costs depending on contract negotiations as could the DC Hawick and DS Wahpeton sites.

For the regional hub scenarios, one regional hub is slightly cheaper than two due to less infrastructure costs. The two regional hub scenario does lower hauling costs for all counties, but the increased capital infrastructure costs make this option more expensive between the two.

Between third-party and regional hub disposal, a combination of hauling to Dem-Con Hawick and Disposal Services Wahpeton are the cheapest option compared to WM Gwinner and both regional hub scenarios. Though, if all counties were to go in on a regional hub landfill, there is a possibility that the costs could be somewhat comparable to third party disposal. A significant benefit to third-party disposal is not having to manage landfill infrastructure or operations, while the regional hub disposal option offers a secure method of disposal for the future, and gives the group control over the disposal price at strictly what the group needs to cover costs.

The tip fee costs for the third-party hauling disposal are based on projections of 70% of the current volume being managed, while the regional hub tip fees are based on managing 52.5% of the current C&D waste volumes. The initial 30% reduction is to account for waste leakage of haulers bringing C&D waste to outside facilities of their choosing. For the regional hub tip fee estimates an additional 30% reduction of the first was

Reference: C&D Waste Management System Feasibility Report - District 4 C&D Waste Plan

imposed to account for even more unforeseen waste leakage or lack of system utilization by C&D waste haulers within the District 4 member counties.

Estimated Improvement Costs for District 4 Member County Sites to Transfer C&D Waste

Generally, within the District 4 member counties, C&D material is currently hauled directly to demolition landfills from nearby customers. In the “hub and spoke” waste management model, each county will need to either expand or establish a new C&D transfer service following the closure of the existing unlined demolition landfills in order to continue to offer local C&D material disposal.

Table 10 summarizes the capital and operating costs required to add or expand C&D material transfer service at at least one site located in each of the District 4 member counties. Table 10 also summarizes a low and high estimate tip fee to cover the combined capital and annual costs. This is based on a different total volume of C&D waste each county site would manage, depending on when the private sites decide to close and cease operations. For most counties the low and high estimate are the same as they don’t have a private unlined landfill that intends to cease operations, while both Becker and Clay County do.

The C&D transfer capital and operating costs for each county is based on our discussions with county personnel. These conversations determined the necessary infrastructure to provide sufficient transfer operations. Thus, varying the level of improvements between counties. All estimated costs and tip fees presented herein cover only the facility’s C&D waste transfer station service and do not include costs for hauling and disposal.

Table 10. Costs For Site Improvements to Transfer C&D Waste – District 4 Member Counties

County	Total Capital Improvement Costs	Operational Improvement Costs (Annual)	Total 20-year Operational Costs	Total Capital & 20-year Operating Costs	Breakeven Tip Fee – Low Estimate (\$/CY)	Breakeven Tip Fee – High Estimate (\$/CY)
Becker	\$3,727,000	\$170,000	\$3,400,000	\$7,127,000	\$11.61	\$14.15
Clay	\$3,950,000	\$182,000	\$3,640,000	\$7,590,000	\$20.53	\$26.66
Douglas	\$1,079,000	\$110,000	\$2,200,000	\$3,279,000	\$14.40	\$14.40
Grant	\$72,000	\$20,000	\$400,000	\$472,000	\$12.57	\$12.57
Otter Tail	\$4,466,400	\$153,000	\$3,060,000	\$7,526,400	\$14.45	\$14.45
Pope	\$1,329,000	\$122,000	\$2,440,000	\$3,769,000	\$3.36	\$3.36
Stevens	\$2,000,000	\$170,000	\$3,400,000	\$5,400,000	\$30.07	\$30.07
Todd	\$1,040,000	\$62,000	\$1,240,000	\$2,280,000	\$17.94	\$17.94
Wadena	\$1,331,500	\$15,000	\$300,000	\$1,631,500	\$21.94	\$21.94
Total	\$18,994,900	\$1,004,000	\$20,080,000	\$39,074,900	\$11.61	\$14.15

Reference: C&D Waste Management System Feasibility Report - District 4 C&D Waste Plan

The capital improvement costs cover total capital for improvements such as physical infrastructure and equipment. Operational improvement costs include annual costs for labor, future site improvement funds, and maintenance/contingency. The capital cost presented as an annual cost assumes amortized payments using a 20-year loan with 6% interest and one payment per year. The total annual cost combines the operational and capital as an annual cost.

The “breakeven” tip fees are dependent on the amount of C&D waste managed annually by that county. These factors cause tip fees to vary significantly from one county to another. Noticeably, counties that manage more C&D waste overall tend to have a lower calculated transfer service tip fee than the rest. For example, Becker County and Otter Tail County both have a lower transfer station service fee respectively and make up a relatively large population/generate a significant volume of C&D to the waste shed.