



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, August 1, 2023 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 628 374 896#

- 8:15 Call the Board Meeting to Order: Board Chair Nelson
1. Pledge of Allegiance
- 8:20 Regular Business
1. Agenda Confirmation 3
  2. Minutes of July 18, 2023 5
- 8:25 Commissioners
1. Open Forum
  2. Reports and Correspondence
  3. Appointments
    - a) Recreational Advisory Committee 9
- 8:50 County Administrator
1. Report
  2. BCBS Dental Grant - Jane Neubauer 15
  3. Budget 2024 Update 17
  4. Consider 5 year Capital Improvement Plan - Bruce Kimmel - Ehler's Inc 18
  5. Committee of the Whole Discussion
    - a) Benchmark Examples: Crow Wing, Hubbard Counties 34
  6. Consent Agenda Discussion
    - a) Benchmark Examples: Sherburne, Crow Wing and Hubbard Counties 36
  7. Midwest Minnesota Community Development Corporation (MMCDC) 45
  8. Legislative Updates 53
- 9:10 Finance Committee
1. Claims
- 9:15 Auditor-Treasurer
1. License List
  2. 2022 Annual City TIF Reports
    - a) City of Detroit Lakes 60
    - b) City of Frazee 62
    - c) City of Lake Park 64
  3. May 2023 Cash Comparison, Sales Tax and Investment Summary 66
- 9:20 Human Services

1. GAELIN SPEAKS - The Belonging Difference Workshop 69
2. Claims Human Services, Public Health and Transit
- 9:25 Attorney
  1. Resolution 08-23-1A - Reinstatement of Becker County Law Library Fees 71
- 9:30 Human Resources
  1. Personnel Policy Final Updates
    - a) Probation Period for Sheriff's Department 73
    - b) Safe & Sick Leave 74
    - c) Out of State Travel Policy 76
    - d) General Language changes to the Personnel Policy Manual 80
- 9:45 Break
- 9:55 Sheriff
  1. Resolution 08-23-1D - Personnel Request - Deputy Sheriff 92
- 10:00 Transit
  1. Resolution 08-23-1B - 2024 Transit Grant Contracts and Agreements 93
  2. Resolution 08-23-1C - County Highway and Transit Lease Approval 94
- 10:05 Land Use/Environmental Services
  1. Establish Recreational Advisory Committee Per Diem/Mileage Rates 100
  2. Award 2023 Bud Capping Bid
- 10:15 Highway
  1. Capital Outlay Request - TV's & Wall Mounts 107
- 10:20 Planning & Zoning
  1. Public Hearing Request on behalf of MPCA
    - a) Modification to an existing feedlot permit - parcel numbers 03.0274.000 & 03.0203.002 - Jennie-O Turkey Store Inc, 12255 Frazee Rd.
  2. Comprehensive Plan Proposal Review 108
  3. Cannabis Ordinance Review
- 10:40 Adjourn
 

Open Work Session - Policy Discussion



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## BOARD MEETING AS POSTED

### BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, July 18, 2023, at 8:15 am

LOCATION: Board Room, Courthouse

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

#### Agenda/Minutes:

1. Agenda Confirmation – Motion and second to approve agenda with the date change of August 1 for Bruce Kimmel’s presentation (Jepson, Okeson) carried.
2. Minutes – Moved and second to approve minutes of July 5, 2023, with the requested changes (Jepson, Meyer) carried.

#### Commissioners:

1. Open Forum:
  - None
2. Reports and Correspondence: Reports were provided on the following meetings:
  - Commissioner Nelson – Benefits Committee, Sunnyside, Sheriff, Buffalo-Red River Watershed.
  - Commissioner Meyer – Museum, Fair Board, Joint Governance, Finance.
  - Commissioner Jepson – Human Services, NW Regional Communication.
  - Commissioner Okeson – Highway, Frazee City Council, Finance.
  - Commissioner Vareberg - Highway.
3. Appointments:
  - None

County Administrator: presented by Pat Oman.

1. Report
  - Discussion on a business account at Costco. Will bring cost analysis to next meeting.
  - Joint Governance Meeting- need for affordable housing in Becker County.
  - Benchmarking findings on Committee of the Whole, Consent Agenda, Capital Improvement Plan and Board Packet availability on other Minnesota county

websites. Becker County will be putting the Board Packet on the website moving forward.

- Contacted MCIT regarding insuring the contents of the Becker County Museum.
- Community Comprehensive Plan update.
- Dental Grant update.

2. Budget 2024 timeline review.

3. Legislative update. Future discussion on enacting a County Cannabis Ordinance.

Finance Committee: presented by Mary Hendrickson.

1. Regular Claims and Auditor Warrants and Over 90 Days:

07/05/2023 in the amount of \$16,411.17

07/11/2023 in the amount of \$70,031.15

Total of \$86,442.32

Over 90 Days:

Dan Bergstrom dated December 2022 in the amount of \$5,041.29, invoice just received.

SeaChange Printers dated 02/22/2023 in the amount of \$936.70, invoice just turned in.

Thomson Reuters-West dated 03/01/2023 in the amount of \$1,227.58, invoice just turned in.

Additional Issues:

Ryan Aho missing credit card statement & invoices from May in the amount of \$225.82.

DL Animal Hospital credit card bill missing invoice from 05/08/2023 in the amount of \$397.35. Wyndham credit card missing invoice from May in the amount of \$100.00.

Capital One Trade duplicate payment in the amount of \$18.31, invoice was paid by Hwy Dept.

Motion and second to approve payment of regular claims, auditor warrants, and claims over 90 days (Okeson, Meyer) carried.

Auditor-Treasurer: presented by Mary Hendrickson.

1. Motion and second to approve Resolution 07-23-2D – Charitable Gambling for the Humane Society of the Lakes on August 26, 2023, at Pit 611 in Lake Eunice Twp (Okeson, Meyer) carried.

Human Services: presented by Denise Warren.

1. Motion and second to approve UCare Care Seat Education Rate Amendment (Meyer, Jepson) carried.

2. Motion and second to approve Lakeland Contract to provide Clinical Supervision (Jepson, Meyer) carried.
3. Motion and second to approve DHS Crisis Grant Budget/Contract Amendment (Jepson, Meyer) carried.
4. Motion and second to approve payment of claims for Human Services, Public Health, and Transit (Jepson, Meyer) carried.

Human Resources: presented by Carrie Smith.

1. Motion and second to authorize Board Chair to sign the medical broker contract with NIS (National Insurance Services) allowing for minor changes and review by the county attorney (Jepson, Meyer) carried.

Information Technology: presented by Judy Dodd.

1. Motion and second to approve payment of \$83,426.40 to Liftoff for 0365 Renewal (Okeson, Jepson) carried.

Sheriff: presented by Todd Glander

1. Motion and second to approve Resolution 07-23-2B – Auto Theft Grant in the amount of \$10,800 to purchase 2 pair of night vision goggles (Okeson, Vareberg) carried.
2. Motion and second to approve Cellebrite 2023-2024 agreement renewal in the amount of \$6,100 (Okeson, Vareberg) carried.
3. Motion and second to approve Motorola Maintenance Agreement 2023-2024 renewal in the amount of \$7,353 (Okeson, Vareberg) carried.
4. Motion and second to approve Resolution 07-23-2C – WE Fest 2023 Agreement in the amount of \$66,350 (Okeson, Vareberg) carried.

Land Use/Environmental Services: presented by Steve Skoog

1. Motion and second to approve Resolution 07-23-2E – Personnel Request – Natural Resource Manager (Forester) (Vareberg, Jepson) carried.
2. Motion and second to accept donations for the Dunton Locks Tram in the amount of \$30,675 for repairs, plus an additional \$11,675 for tram tickets (Okeson, Jepson) carried.

Recorder: presented by Susan Syvertson

1. Motion and second to approve Resolution 07-23-2A – Recorder's Office Fee Setting & Changes - Ordination/Certificate of Filing Fee increase to \$40, Change and replacement

fee for previously issued Marriage Licenses to \$25, effective August 1, 2023 (Meyer, Jepson) carried.

Highway: presented by Jim Olson

1. Motion and second to approve the purchase of a heavy rack system in the amount of \$5,554 from Dakota Storage Products using Special General Funds (Okeson, Vareberg) carried.
2. Motion and second to pay McGough for the preconstruction services cost increase of \$78,515.04 by using \$45,000 of project savings funds and \$33,515.04 of the project contingency funds (Okeson, Vareberg) carried.
3. Motion and second to accept the 2022 Highway Annual Report (Okeson, Vareberg) carried.

Being no further business, Chair Nelson adjourned the meeting at 10:24 am.

/s/

Pat Oman  
County Administrator

/s/

Barry Nelson  
Board Chair

# **BECKER COUNTY BOARD OF COMMISSIONERS**

## **RESOLUTION NO. 06-11-2E**

### **ESTABLISHMENT OF A RECREATIONAL ADVISORY COMMITTEE**

**WHEREAS**, the County Board shall establish the Recreational Advisory Committee to advise the County on the governance and operation of the County Parks system, and the recreational use of lands managed by Becker County;

**AND WHEREAS**, the County Board shall establish the following organizational makeup, duties and expenditure guidelines for the Committee as follows:

1. The County Board will create a Recreational Advisory Committee to replace the Parks and Recreation Board. The Recreational Advisory Committee shall be comprised of seven citizen members (one from each County Commissioner District of Becker County and two at large members all of whom will be appointed for four year terms), two County Board Members (appointed on a yearly basis) and the Parks and Recreation Director or "County Board Designee" hereafter referred to as CBD and the Land Commissioner or CBD. The Parks and Recreation Director or CBD and the Land Commissioner or CBD shall be permanent members of the Committee.
2. The County Administrator will designate the Parks and Recreation Director or CBD who will act to facilitate the RAC. The Land Commissioner or CBD shall act as a technical advisor. All records shall be kept in a file with the County in accordance with State Statutes.
3. The Recreation Advisory Committee shall hold monthly meetings at a time agreed upon by members; the date and location of said meeting shall be posted on the Becker County website. The co-chairs of the Committee may call special meetings to review work programs or conduct other business. Such meetings can be held at any location in the County. The Committee meetings shall be open to the general public.
4. The Recreation Advisory Committee shall hold two (2) meetings yearly to meet with local public land managers to discuss recreational trends, area projects, partnerships, and other recreation related issues.
5. The Committee shall also regularly invite area recreational interest groups and the public to discuss their needs, conflicts, and issues.
6. The Recreational Advisory Committee shall have no budgetary authority.

**AND WHEREAS**, the County Board shall establish Bylaws for the Recreational Advisory Committee which shall supersede the previous bylaws established for the Parks and Recreation Board (Attachment A of this resolution).

**NOW THEREFORE BE IT RESOLVED:** that the Board for Becker County upon careful consideration and review, approves the establishment of the Recreational Advisory Committee whose creation replaces the Becker County Parks and Recreation Board forthwith.

Duly adopted in Detroit Lakes, Minnesota this 28th day of June, 2011.

ATTEST:  
COMMISSIONERS

COUNTY BOARD OF  
Becker County, Minnesota

/s/ Tom Mortenson  
Tom Mortenson  
County Administrator

/s/ Barry Nelson  
Barry Nelson  
County 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 of Becker County, Minnesota, assembled in regular session on the 28th day of June, 2011, as recorded in the record of proceedings.



\_\_\_\_\_  
Tom Mortenson

Becker County Administrator

**ATTACHMENT A to BECKER COUNTY BOARD RESOLUTION 06-11-2E:**

**RECREATIONAL ADVISORY COMMITTEE BYLAWS**

**June 28, 2011**

**ARTICLE I. NAME OF THE ADVISORY COMMITTEE.**

Section 1. The name of this organization shall be the Becker County Recreational Advisory Committee (RAC).

**ARTICLE II. MISSION STATEMENT**

Section 1. The mission of the RAC is to ensure the long term recreational sustainability of County administered lands by protecting our natural resources and balancing recreational activities among all user groups County-wide to create a high quality recreational experience for all.

**ARTICLE III. PURPOSE AND OBJECTIVES.**

Section 1. To provide advice to the County Board of Commissioners, County Administrator on various matters pertaining to the management, maintenance and development of County parks, recreational areas and/or facilities, trails and other recreational activities.

Section 2. To provide for the interchange, dissemination of ideas and information to improve recreational opportunities within Becker County while maintaining the balance between protecting our natural resources and recreational activities.

Section 3. To make recommendations to the County Board that encourage outdoor recreation and provide for the most effective and efficient use of County Parks, recreational areas, facilities and trails to the County Board, and to carry out duties as may be assigned to them by the County Board.

Section 4. To study, investigate and advise the County Board on revisions to the short and long term goals of the Recreational Plan and to that end develop a yearly report of Committee activities and accomplishments submitted no later than the first of October each year.

Section 5. To study, investigate and advise the County Board in matters relating to the development, redevelopment of parks, recreational area and open space that are consistent with the Recreational Plan.

Section 6. To study, investigate and advise the County Board on funding opportunities, including any gifts of money or property, or endowments as may be made available compatible with the goals of the Recreational Plan.

- Section 7. To study, investigate and advise the County Board in matters relating to park, recreational areas, facilities, etc. rules, regulations and policies, as the Board believes necessary and proper for the management and use by the public.
- Section 8. To study, investigate and advise the County Board in matters relating to maintaining, improvement and creation of opportunities for the development of multi-use trails.
- Section 9. To study, investigate and advise the County Board on matters relating to the acquisition of new properties for recreational use.
- Section 10. To strengthen communications and partner with land management agencies, recreational interest groups, landowners and the public to better coordinate project development and leverage available resources to better inform the public on available recreational opportunities.
- Section 11. The Recreational Advisory Committee will act as a public forum and facilitate agency, interest groups, businesses and public comment to better serve the recreational interests of the people of Becker County and report their findings to the County Board.
- Section 12. To assist in publicizing the recreational opportunities of the County.
- Section 13. To encourage cooperation among Federal, State, County, Tribal, and all levels of local government, local organizations and the public.
- Section 14. To create awareness of the importance of sustainable natural resource use
- Section 15. RAC will provide initial review to recreational project being proposed prior to the project proposer paying application fee. The RAC will advise the County Board of the results of their review. The Recreational Advisory Committee will also provide comment via the County's internal review process and/or other applicable environmental review processes for recreational projects being considered in the County.
- Section 16. To advise the Board of Commissioners on matters of common concern as required.

#### **ARTICLE IV. MEMBERSHIP**

- Section 1. The Recreational Advisory Committee shall be comprised of seven (7) citizen voting members (one from each County Commissioner District of Becker County and two at-large members, all of whom will be appointed for staggered four year terms) by the County Board. The County Administrator may be directed to advertise for open positions at the direction of the County Board. The seven citizen members will each have one vote. Citizen committee members shall receive a per diem and mileage reimbursement for each meeting attended as established by the County Board.
- Section 2. Upon dissolving of the existing Park and Recreation Board and the adoption of the Recreational Advisory Committee the County Board may appoint persons to serve on the RAC with staggered terms as they currently exist on the Park and Recreation



Board, serving the remainder of the existing terms. After implementation of this Article and Section outlining this term rotation, this section will be repealed by the by-laws of this organization. After which all terms will follow the standard rotation system as prescribed by the County Board.

Section 3. In the event of the resignation of any RAC Board member, or his/her death, inability to serve or absence without acceptable reasons from three regular consecutive meetings, a vacancy shall be declared. Vacancies occurring on the RAC shall be filled for the unexpired term pursuant to Section 1 of Article IV.

Section 4. Two County Board members shall be appointed on a yearly basis, together with the following member(s) of the County Administration staff, the Parks and Recreation Director, Land Commissioner, County Forester, Natural Resource Manager "hereafter referred to as County Board Designee" (CBD ) as appropriate. All personnel under Section 4 shall serve as ex-officio members.

#### **ARTICLE V. MEETINGS**

Section 1. Regular meeting shall be held the first Tuesday of each month, or may be called into a special session at the discretion of the Chairperson.

Section 2. Meetings shall convene at a time specified by the majority of the RAC.

Section 3. An organizational meeting shall be held in January of each year. The purpose of this meeting will be the election of offices.

Section 4. The date and location of the RAC meeting shall be posted on the Becker County website.

Section 5. Five (5) citizen members shall constitute a quorum at any regular or special meeting.

Section 6. The RAC may request assistance from the County Administrator to assist in use of any county facility or site for meetings, public notifications, etc..

Section 7. All meetings are open to the public and records of the meeting shall be kept by the County as required by State Statute(s).

#### **ARTICLE VI. OFFICERS**

Section 1. The officers of the RAC shall be a Chairperson, Vice-Chairperson, who shall be elected at the organization meeting to serve until the next organizational meeting when a successor shall be qualified and elected. The Chairperson shall presided at all meetings and perform the usual duties with this office as determined by the RAC.

Section 2. The County Administrator will designate the Parks and Recreation Director or CBD to facilitate the RAC. The Land Commissioner or CBD shall act as a technical advisor. The County Administrator shall designate staff members to serve in the capacity of the Board Secretary and Liaison to the County Administrator. The RAC

Secretary is responsible for distributing meeting agendas, minutes, and other relevant information to RAC members.

Section 3. In the event of the resignation of any officer, the RAC shall elect a successor.

#### **ARTICLE VII. VOTES, RULES OF ORDER AND INTERPRETATION.**

Section 1. Questions arising at the meetings of the RAC shall be decided by a majority of votes of the citizen members present, and in the case of equality of votes, the Chairperson, if he/she has not already voted, shall give the deciding vote, otherwise, any motion is lost for that session.

Section 2. The Rules contained in Robert's Rules of Order (Revised) shall govern the RAC in all cases which they are applicable and in which they are not inconsistent with the Bylaws of the RAC.

Section 3. Any question of interpretation of the Bylaws, rule or regulation shall be decided by the RAC.

#### **ARTICLE VIII. COMMITTEES.**

Section 1. The Recreational Advisory Committee may establish sub-committees or technical groups for the purpose of investigating and advising the Committee on particular recreational issues. Special committees shall be appointed by order of the RAC as needs may arise. Such committees shall not necessarily be restricted to members of the RAC. The chairperson of any special committee shall be a member of the RAC. Members of sub-committees and technical groups are not eligible for per diems or mileage reimbursements.

Section 2. An Executive Committee consisting of the Chairperson, Vice Chairperson and one other RAC citizen member appointed by the RAC shall meet with the County Administrator, Sheriff, County Attorney or County Board as needed.

Section 3. The RAC will encourage appropriate relationships/partnerships with appropriate entities to accomplish objectives of common interest. Liaisons with other boards, commissions, or groups will be established at the request of the RAC Chair or direction of the County Board.

#### **ARTICLE IX. AMENDMENTS**

Section 1. Proposed changes in the Bylaws of the Recreation Advisory Committee will be recommended to the County Board of Commissioners after a majority vote. Said RAC vote will take place only after all members of the Committee have been notified in writing of the proposed change. Notice shall be given at least 14 days in advance of the meeting and the vote. To be effective, any such amendment(s) shall be approved by the County Board before taking effect.

Section 2. An annual review of the Bylaws shall take place following the election of officers.

## STATEMENT OF WORK 1

This Statement of Work is made pursuant to and incorporated into the Service Agreement bearing an Effective Date of September 14, 2022, and entered into by and between **BCBSM, INC., dba Blue Cross and Blue Shield of Minnesota** (hereafter “**Blue Cross**”) and **Becker County** (hereafter “**Vendor**”). Any capitalized term not otherwise defined herein shall have the meaning given to it in the Service Agreement (the “**Agreement**”).

1) **Description of Services:** Vendor will provide the services (“**Services**”) described below:

Becker County has had inadequate access to dental care for low-income residents. Barriers include distance to clinic, access to affordable and reliable transportation. Becker County will collaborate with Northern Dental Access Center, Apple Tree Dental and Excelsior Bay Group to develop and design a new dental facility. They will create architectural drawings, designs, estimates for site prep, etc. These plans will support strategies to support funding in the future.

As part of the Services, Vendor will provide specific deliverables as mutually determined by the parties and also any specific deliverables defined below:

Task	Deliverable	Payment	Due Date
Complete detailed work plan that provides a written narrative of the objectives and details of activities	Copy of workplan	\$94,088	10/1/2022
Host team meetings	Meeting notes	\$0	8/30/2023
Complete Dental Services expansion plan	Copy of the plan	\$0	6/1/2023
Present plan to community members and community leaders	copy of presentation	\$0	8/31/2023
Final Report	Final Report Delivered	\$3,000	9/30/2023

2) **Location of Services:** ☐ If indicated by the checkbox, Vendor will be providing Services on-site at Customer locations. If needed, the parties have specified the location buildings/addresses below:

3) **Specific Personnel or Subcontractors:** If necessary, the parties have listed in this section the specific personnel and/or subcontractors who will provide the Services.

[INCLUDE SPECIFIC PERSONNEL/SUBCONTRACTORS IF NEEDED]

4) **SOW Specific Term and Termination:** If the SOW has term and termination requirements different from the base Agreement, the parties have listed those SOW specific requirements below:

START/END DATE OF SERVICES. Consultant shall start performance of the Services under this Schedule on September 15, 2022, and complete performance not later than September 30, 2023.

5) **Transition Services After Termination:** ☐ If indicated by the checkbox, Vendor will provide up to 60 days of continuing Services after the termination of this Agreement or an individual SOW, provided Customer shall pay Vendor reasonable costs (e.g. the applicable rates identified in the Agreement) for such transition Services. Vendor will not have the obligation to provide transition Services if Vendor has terminated this Agreement or the SOW in question due to material breach.

6) **Pricing:** The parties have agreed to the pricing terms below.

Vendor shall provide the Services and Deliverables described in this SOW for a fixed fee of \$97,088 dollars.

In no event will Blue Cross be required to pay more than \$97,088 for Services pursuant to this SOW unless otherwise mutually agreed pursuant to a Change Order or amendment. Vendor acknowledges that it will not be paid for Services or expenses that exceed the dollar amount in the previous sentence unless otherwise agreed pursuant to a Change Order or amendment.

- 7) **Expenses:** ☐ If indicated by the checkbox, Vendor will be reimbursed for expenses (if approved by Customer in advance) in accordance with Customer's travel and expense policy which will be provided to Vendor separately prior to any expenses being incurred.
- 8) **Invoicing and Payment:** Vendor will comply with Customer's invoicing procedures below. Vendor may add applicable taxes to amounts payable by Customer, but will exclude any taxes based on net income, and Vendor shall file any applicable tax filings. Customer will pay undisputed and properly submitted invoices within 30 days of receipt. Vendor shall continue to perform the Services during any good faith dispute between the parties. Customer may set-off against any invoices any amounts due to Customer by Vendor, such as service level penalties. Vendor shall submit invoices within 120 days of Vendor's performance of the applicable Services, and Customer shall not be obligated to pay for invoices submitted outside of this timeframe and Vendor waives their right to dispute any non-payment for such purpose.

Vendor's invoices will:

- Unless directed otherwise, be submitted via email to [accounts.payable@bluecrossmn.com](mailto:accounts.payable@bluecrossmn.com)
- Reference a valid Customer purchase order number;
- Reference the applicable SOW;
- Specify personnel and a description of the Services performed for any Services compensated on a time and material basis;
- List any applicable taxes as a separate line item; and
- Reasonably detail all expenses, if expenses will be reimbursed by Customer.

9) **Performance Metrics:** The parties have agreed to the following performance metrics:

[INSERT ANY SLA/PERFORMANCE METRICS]

## 2024 Becker County Budget Development Timeline

<b>Date(s)</b>	<b>Objective(s)</b>
6/6/2023 & 6/20/2023	Board Meetings – Legislative Update, Survey Analysis and Benchmarking
06/26/2023	Budget Worksheets to Department Heads
06/26/2023 – 07/17/2023	Department Heads Complete Preliminary Budget
07/17/2023 -08/01/2023	Department Head / County Administrator – Budget Review, Discussion
08/4/2023	Revised Budget(s) Due from Dept. Heads
08/7/2023-9/11/2023	Department Committees Review
9/1/2023, 9/18/2023	Finance Committee Review
9/19/2023	County Board Meeting to Review Budget, Set Preliminary Maximum Levy
9/19/2023 – 12/14/2023	County Board / Department Head / County Administrator – Budget Review
12/14/2023	County Board Meeting to Hold Public Budget Hearing / SMART Hearing
12/19/2023	County Board Meeting to Adopt Final Budget, Levy

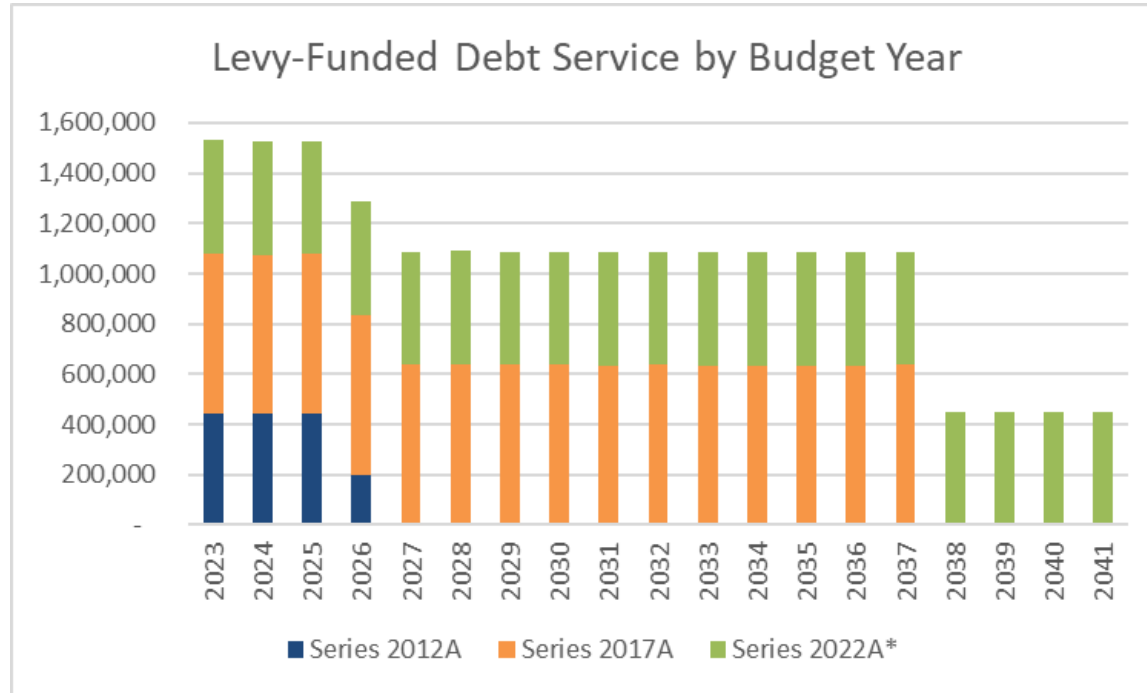


## Bond Update / Capital Planning

Becker County, Minnesota

August 1, 2023

# Becker County Debt Service



\*Series 2022A: Highway Facility portion only

# Series 2012A: Courthouse Addition

General Obligation Capital Improvement Plan Bonds, Series 2012A					
Original Par	5,340,000				
Dated Date	07/17/2012				
Call Date	02/01/2022				
Principal Callable	1,445,000				
Paying Agent	Bond Trust Services Corporation				
Principal Payment Date	2/1				
	Principal	Coupon	Interest	Credits	Total P & I
2023	-	-	17,291	-	17,291
2024	410,000	2.250	29,969	-	439,969
2025	415,000	2.375	20,428	-	435,428
2026	425,000	2.500	10,188	-	435,188
2027	195,000	2.500	2,438	-	197,438
2028	-	-	-	-	-
2029	-	-	-	-	-
2030	-	-	-	-	-
2031	-	-	-	-	-
2032	-	-	-	-	-
2033	-	-	-	-	-
2034	-	-	-	-	-
2035	-	-	-	-	-
2036	-	-	-	-	-
2037	-	-	-	-	-
2038	-	-	-	-	-
2039	-	-	-	-	-
2040	-	-	-	-	-
2041	-	-	-	-	-
2042	-	-	-	-	-
<b>Totals:</b>	1,445,000		80,313	-	1,525,313



# Series 2017A: County Jail

General Obligation Jail Bonds, Series 2017A					
Original Par	9,670,000				
Dated Date	06/28/2017				
Call Date	12/01/2027				
Principal Callable	5,535,000				
Paying Agent	Bond Trust Services Corporation				
Principal Payment Date	12/1				
	Principal	Coupon	Interest	Credits	Total P & I
2023	430,000	3.000	103,519	-	533,519
2024	440,000	3.000	194,138	-	634,138
2025	455,000	3.000	180,938	-	635,938
2026	470,000	3.000	167,288	-	637,288
2027	485,000	3.000	153,188	-	638,188
2028	500,000	2.000	138,638	-	638,638
2029	510,000	2.250	128,638	-	638,638
2030	520,000	2.250	117,163	-	637,163
2031	530,000	2.375	105,463	-	635,463
2032	545,000	2.500	92,875	-	637,875
2033	555,000	2.500	79,250	-	634,250
2034	570,000	2.625	65,375	-	635,375
2035	585,000	2.750	50,413	-	635,413
2036	600,000	2.750	34,325	-	634,325
2037	620,000	2.875	17,825	-	637,825
2038	-	-	-	-	-
2039	-	-	-	-	-
2040	-	-	-	-	-
2041	-	-	-	-	-
2042	-	-	-	-	-
<b>Totals:</b>	7,815,000		1,629,031	-	9,444,031

# Series 2022A: Highway Facility

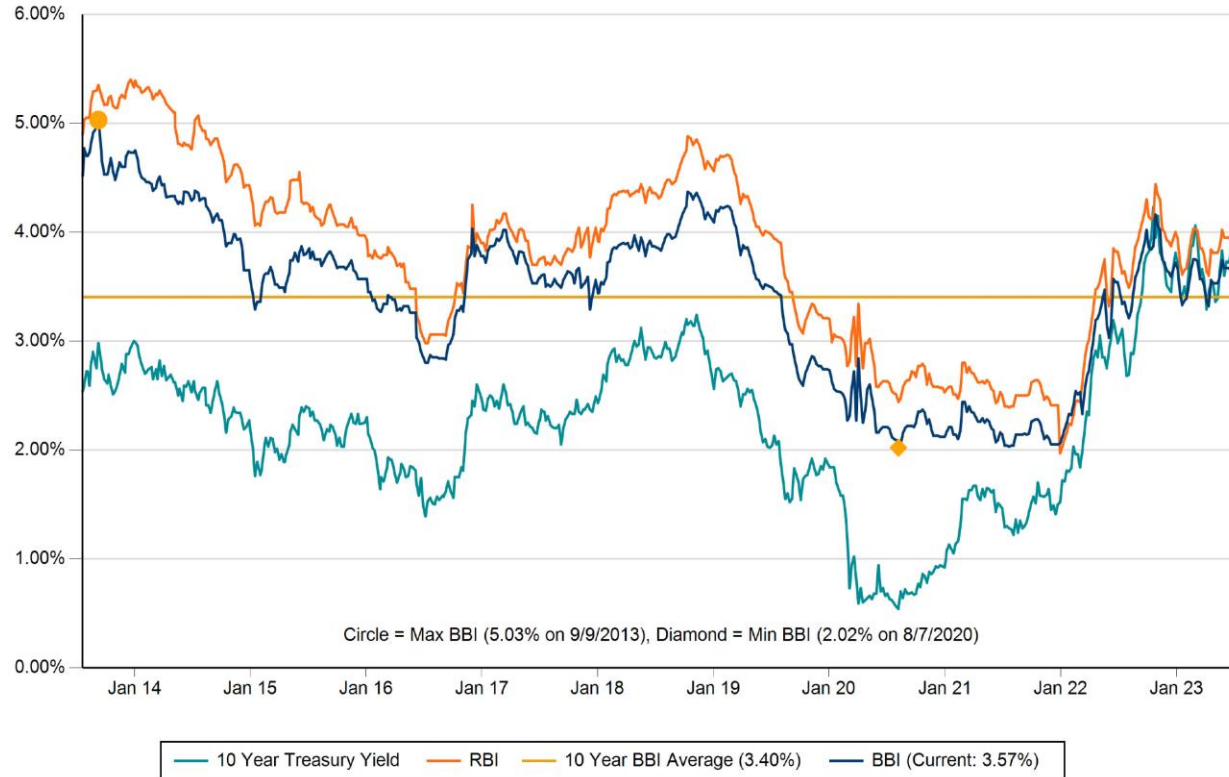
General Obligation Bonds, Series 2022A					
Original Par	9,315,000				
Dated Date	03/17/2022				
Call Date	02/01/2031				
Principal Callable	6,010,000				
Paying Agent	Bond Trust Services Corporation				
Principal Payment Date	2/1				
	Principal	Coupon	Interest	Credits	Total P & I
2023	-	-	133,928	-	133,928
2024	355,000	4.000	260,755	-	615,755
2025	375,000	4.000	246,155	-	621,155
2026	390,000	4.000	230,855	-	620,855
2027	400,000	4.000	215,055	-	615,055
2028	420,000	4.000	198,655	-	618,655
2029	440,000	4.000	181,455	-	621,455
2030	450,000	4.000	163,655	-	613,655
2031	475,000	4.000	145,155	-	620,155
2032	490,000	2.000	130,755	-	620,755
2033	500,000	2.000	120,855	-	620,855
2034	505,000	2.100	110,553	-	615,553
2035	525,000	2.150	99,606	-	624,606
2036	530,000	2.200	88,133	-	618,133
2037	540,000	2.250	76,228	-	616,228
2038	555,000	2.300	63,770	-	618,770
2039	570,000	2.350	50,690	-	620,690
2040	585,000	2.400	36,973	-	621,973
2041	595,000	2.450	22,664	-	617,664
2042	615,000	2.500	7,688	-	622,688
Totals:	9,315,000		2,583,580	-	11,898,580

# S&P Rating Upgrade to AA+

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- “S&P Global Ratings raised its long-term rating to 'AA+' from 'AA' on Becker County, Minn.'s general obligation (GO) bonds outstanding, and assigned its 'AA+' long-term rating to the county's anticipated \$9.795 million series 2022A GO bonds. The outlook is stable.”
- “The upgrade reflects our opinion that Becker County's strong management and steadily growing revenues, which have contributed to consistently strong budgetary performance and very strong reserves, should continue to support a strong financial profile over the two-year outlook horizon. Further supporting the upgrade are the county's improved income and wealth metrics, leading to what we view as a strong economy, as well as Becker County's very strong and affordable debt and contingent liability profile.”

# Interest Rate Trends



# Representative Sale: 10 Underwriter Bids

**\$4,110,000\* General Obligation Capital Improvement Bonds, Series 2023A**

**Le Sueur County, Minnesota**

**SALE:** July 24, 2023

**AWARD:** KEYBANC CAPITAL MARKETS INCORPORATED

**Rating:** S&P Global Ratings "AA"

Tax Exempt - Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
KEYBANC CAPITAL MARKETS INCORPORATED Cleveland, Ohio	2025	5.000%	3.110%	\$4,484,214.65	\$829,059.10	3.0207%
	2026	5.000%	2.960%			
	2027	5.000%	2.800%			
	2028	5.000%	2.750%			
	2029	5.000%	2.730%			
	2030	5.000%	2.690%			
	2031	5.000%	2.660%			
	2032	5.000%	2.680%			
	2033	4.000%	2.930%			
	2034	4.000%	3.030%			
HUNTINGTON SECURITIES, INC Chicago, Illinois						3.0522%
TD SECURITIES (USA) LLC New York, New York						3.0648%

# Representative Sale: 10 Underwriter Bids

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
STIFEL, NICOLAUS Birmingham, Alabama						3.0806%
BAIRD Milwaukee, Wisconsin						3.0952%
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota						3.0992%
PIPER SANDLER & CO. Minneapolis, Minnesota						3.1250%
FHN FINANCIAL CAPITAL MARKETS Memphis, Tennessee						3.1876%
RAYMOND JAMES & ASSOCIATES, INC. Old Memphis, Tennessee						3.2687%
HILLTOPSECURITIES Dallas, Texas						3.3085%

# What is a Capital Improvement Plan?

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- A tool to help the County identify and achieve goals for its current and future infrastructure assets and capital equipment, across all departments.
- A tool to help the County identify, allocate, and prioritize limited financial resources.
- A tool to make your life as County elected officials and staff maybe just a little bit easier!
  - ✓ Let's work the plan instead of reinventing the wheel every year.

# CIP Fundamentals

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- What are the projects / equipment acquisitions?
- When will they be completed (based on need / priority)?
- How much are they expected to cost at that time?
- How will they be funded?
  - ✓ Cash vs. debt, with sources and est. repayment terms (for debt)



# CIP Fundamentals

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- Standard Practices: Five-year horizon (2024 – 2028) and including all projects / acquisitions over \$5-10,000
  - ✓ Smaller projects still in department operating budgets
- Capital Fund – projects grouped by operating department
  - ✓ General Fund, Highway, Human Services, etc.
- **Goal: Understand Becker County's overall capacity and constraints to get projects done when needed.**

# Examples of CIP Projects / Equipment

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- New facilities and significant improvements
- Roads, bridges, and trails
- Solid waste and recycling centers
- Highway department and public safety vehicles
- Major computer and technology acquisitions
- NOT occasional personal computer replacements, supplies, office furnishings...may need to make judgment calls.

# CIP Participants

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- County Board
- Administration and Finance Staff
- Other Department Heads
- Fiscal Advisor (Optional)
- Best practice is to revisit and revise the CIP at least twice annually (including during annual budgeting process), with one County official “owning” and maintaining the master CIP.

# Funding Sources: Cash vs. Debt

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- Not an either-or decision; counties use both cash and debt in funding capital plans, and often for the same project.
- Which approach is financially feasible given project costs, current levy, fund balance, and budget / tax base trends?
- Which approach is fair for current and future taxpayers?
- How does the bonding cost compare to the est. cost inflation if the County waits X years in order to cash fund a project?

# CIP = Responsible Financial Management

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- Best use of limited resources
- Spread funding burdens equitably
- Consistency in planning and prioritization
- Stewardship of public assets
- Continuity of services
- Community understanding
- Less stress for County elected officials and staff



**Our Vision:** Being Minnesota's favorite place.  
**Our Mission:** Serve well. Deliver value. Drive results.  
**Our Values:** Be responsible. Treat people right. Build a better future.

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## AGENDA

### Crow Wing County Committee of the Whole

**06/20/2023**

**9:00 AM**

**County Board Room, 3rd Floor, Historic Courthouse, Brainerd MN**

\*Note: Times are approximate

The agenda has been published as shown below but is subject to change to include such business as may come before the Board.

**ATTEND IN-PERSON OR BY MICROSOFT TEAMS (CALL 218-302-1725, CONFERENCE ID: 352 326 381#); LIVESTREAM AVAILABLE AT WWW.CROWWING.US OR ON THE CROW WING COUNTY YOUTUBE CHANNEL**

1. **9:00 AM Transit Update - Tim Houle and Jessie Dehn**

. Attachment - Transit Update

2. **9:30 AM Land Use Ordinance Update - Gary Griffin and Don Ryan**

3. **10:00 AM Solid Waste Management Plan - Jessica Shea**

. Attachment - 2023 SWMP Draft

For more information, call 218-824-1067  
Crow Wing County Committee of the Whole meeting agendas are available online at  
[www.crowwing.us](http://www.crowwing.us)



# AGENDA

## Hubbard County Board of Commissioners Work Session

### Tuesday, July 11, 2023

A meeting of the Board of Commissioners Work Session will be held Tuesday, July 11, 2023 in the Hubbard County Board Room commencing at **9:00 AM**.

Page

#### PLEDGE OF ALLEGIANCE

#### BOARD CHAIR CALL TO ORDER

#### 1. AGENDA

- |      |   |         |
|------|---|---------|
| 1.1. | Kitchigami Regional Library   | 2 - 17  |
|      | <a href="#">Kitchigami Regional Library - Pdf</a>                                 |         |
| 1.2. | Hubbard County Extension Office   | 18 - 24 |
|      | <a href="#">Hubbard County Extension Office - Pdf</a>                             |         |
| 1.3. | Juvenile Detention Alternatives Initiative (JDAI)                                 | 25      |
|      | <a href="#">Juvenile Detention Alternatives Initiative (JDAI) - Pdf</a>           |         |
| 1.4. | 2023 Mississippi River Headwaters Watershed Workplan Update                       | 26 - 39 |
|      | <a href="#">2023 Mississippi River Headwaters Watershed Workplan Update - Pdf</a> |         |

#### 2. ADJOURN



# Sherburne County Board of Commissioners

## July 18, 2023 - County Board Meeting

### Agenda

#### 1. 7:00pm Call to Order

- *Moment of Silence and Pledge of Allegiance*
- *Approval of Regular Meeting Proposed Agenda*

#### 2. 7:02pm Public Hearing

**7:02pm 1** Conduct the Getaway Bar LLC Public Hearing and Consider Approval of the On-Sale with Sunday Liquor License.

*Diane Arnold, County Auditor/Treasurer*

#### 3. 7:12pm Open Forum - Please sign up at the table in the back of the Board Room

- *The purpose of the Open Forum section of the County Board Meeting is to allow public input and/or information to be presented to the Board that does not require action by the Board;*
- *It is requested that speakers refrain from personal attacks of any kind against another person, commissioner, or employee;*
- *It is requested that speakers refrain from campaign-type presentations;*
- *The time limit is three (3) minutes per speaker, with a maximum of five (5) speakers per Open Forum. The time limit may be shortened or extended at the discretion of the Board Chair. The Open Forum may be continued following the conclusion of the regular Board business meeting agenda items.*
- *It is requested that all input or information be addressed to the Board of Commissioners and not to members of the audience;*
- *Speaker handouts are public information. The County may make copies of such handouts for the public if needed;*
- *The County Board Chair will ensure that the Open Forum Policy is followed.*

*Please note: Any information provided to the County Board on a matter that is subject to a public hearing will not be considered by the Board during public comment. You are asked to write or submit your comments in accordance with the instructions for the public hearing to ensure your opinion becomes part of the record for consideration.*

#### 4. 7:27pm Consent Agenda

*The Consent Agenda (also known by Roberts Rules of Order as a "consent calendar") groups routine meeting discussion points and normal business decisions into a single agenda item. In so doing, the grouped items can be approved in one action, rather than through the filing of multiple motions. For both Consent and Regular Agenda items, the same legal, financial, and policy evaluations are conducted and reported to the County Board. Any County Commissioner can request an item be removed from the Consent Agenda and presented individually for consideration by the County Board.*

- 1** Review and Approve County Board Meeting Minutes: June 20, 2023
- 2** Review and Approve County Board Workshop Meeting Minutes: June 20, 2023 Administration
- 3** Consider Approvoval of the 2023-2028 Sherburne County Economic Development Strategic Plan. Administration
- 4** Consider Approval of Government Center Patio Repairs. Administration
- 5** Consider Approval of the Zimmerman Dispatch Center Purchase Agreements. Administration
- 6** Consider Approval of Oath of Office for Assistant County Attorney. Attorney
- 7** Consider Approval of Presented 2023-2024 Liquor License Renewal. Auditor / Treasurer
- 8** Consider Approval of Commissioner & Manual Warrants. Auditor / Treasurer
- 9** Consider Approval of Additional Staffing for Child Protection Services within the Health & Human Services Health and Human Services Department.
- 10** Consider Approval of the CommUNITY Mental Health Initiative (CAMHI) Home & Community-Based Services (HCBS) - Federal Medical Assistance Percentage (FMAP) Grant Contract. Health & Human Services



- |    |   |                         |
|----|---|-------------------------|
| 11 | Consider Approval of the Emergency Services Program Award.  | Health & Human Services |
| 12 | Consider Approval of an Additional 1 FTE Health Care Assistance Case Aide position in the Health and Human Services Department.   | Health & Human Services |
| 13 | Consider Approval of Public Health Division Realignment of Duties.<br><i>Nicole Ruhoff, CHS Administrator</i>   |                         |
| 14 | Consider and Approve July 7, 2023 HHS IFS Admin Warrants.   | Health & Human Services |
| 15 | Consider and Approve the June 23, 2023, HHS IFS Admin Warrants.   | Health & Human Services |
| 16 | Consider and Approve the June 29, 2023, HHS IFS PCARD Warrants.   | Health & Human Services |
| 17 | Consider and Approve Sherburne County Health Insurance Request for Proposals.   | Human Resources         |
| 18 | Consider and Approve the Final Payment for 2023 Overlays (CP 71-634-020, CP 71-653-021, & CP 71-654-021).   | Public Works            |
| 19 | Consider and Approve the Lowest Responsive Bidder for County Road 43 Reconstruction, SP 071-596-009.  | Public Works            |
| 20 | Consider and Approve the Lowest Responsive Bidder for Grams Park Parking Lot Improvements, CP Grams2-C.   | Public Works            |
| 21 | Consider and Approve Resolution No. 071823-AD-3092 and an Agency Agreement with MnDOT for Contract No. 1053738 for project SP 088-070-088 for preliminary engineering services. | Public Works            |
| 22 | Consider and Approve Resolution No. 071823-AD-3093 to apply for Legacy Funding for Big Elk Lake Park Land Phase 1 Development.  | Public Works            |
| 23 | Consider and Approve the Out-of-State Training Request for K-9 Trials.  | Sheriff                 |
| 24 | Consider and Approve Out-of-State Travel Request for Three Sherburne County Substance Use Prevention Coalition Members to Attend the National Emerging Drug Trends Conference.  | Sheriff                 |

**5. 7:30pm Announcements**

- 7:30pm 1** Receive County Administrator Updates.  
*Bruce Messelt, County Administrator*

**6. 7:35pm Regular Agenda**

- 7:35pm 1** Receive the 2023 Minnesota Counties Intergovernmental Trust (MCIT) Update.  
*MCIT Executive Director*
- 7:55pm 2** Consider and Approve an Interim Use Permit for a Temporary Business-Impound Lot - Nick Christenson.  
*Lynn Waytashek, Planning & Zoning Administrator*
- 8:00pm 3** Consider a Requested Text Amendment to the Sherburne County Zoning Ordinance - James and Mary Hallila.  
*Lynn Waytashek, Planning & Zoning Administrator*
- 8:05pm 4** Consider Approval of an Interim Use Permit for a Highway Planned Unit Development for Construction Equipment and E-Truck Dealer - Ziegler Monticello LLC.  
*Lynn Waytashek, Planning & Zoning Administrator*
- 8:10pm 5** Consider Approval of an Interim Use Permit for a 1 MW Solar Farm - DIVOCSG 11.  
*Lynn Waytashek, Planning & Zoning Administrator*
- 8:15pm 6** Consider Approval of the Host Fee Rates for Elk River Landfill for the years 2024 through 2030.  
*Dave Lucas, Solid Waste Administrator*
- 8:20pm 7** Receive, Review, and Accept the Auditor-Treasurer's Monthly Report for June 2023.  
*Diane Arnold, County Auditor/Treasurer*
- 8:25pm 8** Consider and Approve the American Rescue Plan Act (ARPA) Update and Recommended Approvals and Expenditures.

*Dan Weber, Assistant County Administrator*

7. **8:30pm Commissioner Correspondence, Committee Reports, Upcoming Meetings, Future Agenda Items**  
(June 21, 2023 - July 17, 2023)
8. **8:40pm Recess Regular Meeting, Break**
9. **8:50pm Recess Regular Meeting, Open Workshop**
  - 8:50pm 1 Receive Information and a Presentation on Possible Formation of the Big Eagle Lake Lake Improvement District.  
*Brian Adams and Dan Cibulka, SWCD*
10. **9:10pm Close Workshop Meeting, Adjourn Regular Meeting**

#### **Upcoming Meetings**

July 20, 2023, Economic Development Authority Meeting, 8:30am, County Board Room  
July 21-24, 2023, NACo Annual Conference and Expo, Travis County Austin, TX  
August 1, 2023, County Board Meeting, 9:00am, County Board Room  
August 15, 2023, County Board Meeting, 9:00am, County Board Room  
August 17, 2023, Economic Development Authority Meeting, 8:30am, County Board Room

#### **Future Workshops**

Tobacco Ordinance Part 1  
Tobacco Ordinance Part 2  
Recycle Education Outreach Grant  
Housing Discussion  
Planning Advisory Committee and Board of Adjustment Roles  
County Broadband Discussion



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**Our Values:** Be responsible. Treat people right. Build a better future.

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## **AGENDA**

### **Crow Wing County Board of Commissioners Regular Meeting**

**06/27/2023  
9:00 AM**

**County Board Room, 3rd Floor, Historic Courthouse, Brainerd MN**

\*Note: Times are approximate

The agenda has been published as shown below but is subject to change to include such business as may come before the Board.

**ATTEND IN-PERSON OR BY MICROSOFT TEAMS (CALL 218-302-1725, CONFERENCE ID: 166 238 392#); LIVESTREAM AVAILABLE AT [WWW.CROWWING.US](http://WWW.CROWWING.US) OR ON THE CROW WING COUNTY YOUTUBE CHANNEL**

1. **9:00 AM Call to Order and Pledge of Allegiance**
2. **Open Forum**
3. **Review and Approve Minutes**
  - 3.1. 06/12/23 County Board of Appeal and Equalization Meeting Minutes
  - 3.2. 06/13/23 Regular County Board Meeting Minutes
4. **Review and Approve Agenda**
5. **Consent Agenda**
  - 5.1. Bills
  - 5.2. Personnel Actions
  - 5.3. Minnesota Anti-Heroin Task Force Program Joint Powers Agreement
  - 5.4. 2023 Temporary On-Sale Liquor Licenses
  - 5.5. Exempt Gambling Permits
  - 5.6. Off-Site Gambling Permit - Brainerd American Legion Post 255
  - 5.7. Application for Repurchase of Forfeited Lands, Joanni Bianchini
  - 5.8. Application for Repurchase of Forfeited Lands, Anthony Doyle
  - 5.9. Application for Repurchase of Forfeited Lands, Katie Tretter (Isebrand)
  - 5.10. Reclassify as Non-Conservation - Authorize Direct Sale to Adjoining Landowner - Set Sale Price
  - 5.11. 2023 Classification and Sale of Lands Forfeited to the State for Non-payment of Taxes



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5.12. Withdraw Tracts on Available TF Land Sale List, Classify TF Parcels, Approve 2023 Final TF Land Sale

5.13. Countywide Transit Changes

6. **Land Services**

6.1. Clow Stamping Co. - Land Use Map Amendment

6.2. Holmwig Excavating LLC - Land Use Map Amendment

6.3. Regan, Jed A and Ashlee J - Land Use Map Amendment

6.4. Swenson, Daniel J and Denise D - Land Use Map Amendment

6.5. Land Donation Request

6.6. County Comprehensive Plan Consultant Contract

7. **County Sheriff**

8. **County Attorney**

9. **County Administrator**

9.1. Senior Management Team Report

10. **Additional Business**

11. **Adjournment**

**County Board Correspondence**

. County Board Correspondence for 06/27/23

For more information, call 218-824-1067  
Crow Wing County Board meeting agendas are available online at  
[www.crowwing.us](http://www.crowwing.us)



# AGENDA

## Hubbard County Board of Commissioners Tuesday, July 18, 2023

A meeting of the Board of Commissioners will be held Tuesday, July 18, 2023 in the Hubbard County Board Room commencing at **9:00 AM**.

**The Mission of Hubbard County is to provide high quality, cost effective public services.**

**All meetings of the Hubbard County Board of Commissioners are live streamed and archived to promote public engagement and transparency.**

Page

### PLEDGE OF ALLEGIANCE

### BOARD CHAIR CALL TO ORDER

#### 1. AGENDA APPROVAL

#### 2. PUBLIC INPUT

*Anyone wishing to address the Board on issues not on today's Agenda may do so at this time. Speakers are asked to approach the microphones at the front tables. Individual comments are limited to 3 minutes, unless a majority of the Board approves an extension of the time. Total allotted time for this forum is 10 minutes.*

#### 3. CONSENT AGENDA

- 3.A. Approve Minutes 5 - 18

[Board of Commissioners \\_Rescheduled Mtg- 05 Jul 2023 - Minutes - Pdf](#)

[Board of Commissioners Work Session - 11 Jul 2023 - Minutes - Pdf](#)

- 3.B. Auditor's Warrants & Claims 19 - 41

[Auditor's Warrants & Claims - Pdf](#)

- 3.C. Social Services Warrants and Claims 42 - 49

[Social Services Warrants and Claims - Pdf](#)

- 3.D. Payment of tax, title, and license for the two highway department vehicles approved at the 7/5/23 board meeting. 50

Approve payment of tax, title, and license for the two highway department vehicles approved at the 7/5/23 board meeting by auditor's warrant.

[Payment of tax, title, and license for the two highway department vehicles approved at the 7/5/23 board meeting. - Pdf](#)

- 3.E. Data Practices Policy For the Public Update 51 - 60

to approve the updates to the Data Practices Policy For the Public  
[Data Practices Policy For the Public Update - Pdf](#)

3.F.	Delegate step 3 grievance, Personnel Policy Section 19 Grievances, to the Personnel Committee.	61
	<a href="#">Delegate step 3 grievance, Personnel Policy Section 19 Grievances, to the Personnel Committee. - Pdf</a>	
3.G.	Mississippi River Headwaters 1W1P Amended Budget & Work Plan	62 - 76
	to approve Resolution 07182023XX approving the amended Mississippi River Headwaters Watershed Budget and Workplan.	
	<a href="#">Mississippi River Headwaters 1W1P Amended Budget &amp; Work Plan - Pdf</a>	
3.H.	Consent Agenda Approval	
4.	<b>COUNTY EMPLOYEE RECOGNITION</b>	
4.A.	County Employee Recognition	77
	<a href="#">County Employee Recognition - Pdf</a>	
5.	<b>HIGHWAY / SURVEY</b>	
5.A.	Approve final payment for Project CP 29-23-01 - Pavement Marking	78
	Approve final payment for Project CP 29-23-01 - Pavement Marking to Sir Lines-a-Lot, Edina, MN, in the amount of \$72,352.96.	
	<a href="#">Approve final payment for Project CP 29-23-01 - Pavement Marking - Pdf</a>	
5.B.	Review and approve bid for Project SAP 029-607-008 - CSAH 7 Reclamation and Paving from Dorset to CSAH 40	79 - 80
	Approve low bid for Project SAP 029-607-008 from Anderson Brothers Construction Co., Brainerd, MN, in the amount of \$1,850,343.35 contingent upon the approval of Lake Emma Township for their portion of the project.	
	<a href="#">Review and approve bid for Project SAP 029-607-008 - CSAH 7 Reclamation and Paving from Dorset to CSAH 40 - Pdf</a>	
6.	<b>NATURAL RESOURCE MANAGEMENT</b>	
6.A.	Review and approve low quote for yearly pine bud capping.	81 - 85
	Approve the low quote from Thomas Forestry LLC at \$62.77/acre.	
	<a href="#">Review and approve low quote for yearly pine bud capping. - Pdf</a>	
6.B.	Review and approve a small timber sale adjacent to the parking lot along 204th Street to make parking lot more visible from CR 4.	86 - 87
	Approve a small timber sale to make the parking area along 204th Street viewable from CR 4.	
	<a href="#">Review and approve a small timber sale adjacent to the parking lot along 204th Street to make parking lot more visible from CR 4. - Pdf</a>	

6.C. July 10, 2023 Timber Auction Results 88 - 90

No action needed.

[July 10, 2023 Timber Auction Results - Pdf](#)

7. **SOLID WASTE**

7.A. Northwest Minnesota Regional Construction and Demolition Waste Management Feasibility Assessment - Update 91 - 111

Update Only

[Northwest Minnesota Regional Construction and Demolition Waste Management Feasibility Assessment - Update - Pdf](#)

7.B. Review and Approve Quotes for 1/2 Ton Extended Cab Pickup for Solid Waste 112 - 113

approve low quote from Thielen Motors, Park Rapids, MN in the amount of \$43,095.00, and approve title, license, and tax to be paid by Auditor Warrant.

[Review and Approve Quotes for 1/2 Ton Extended Cab Pickup for Solid Waste - Pdf](#)

8. **SOCIAL SERVICES**

8.A. PrimeWest Reinvestment Grant Initiative 114 - 117

Approve the hire of 1 FTE Case Aide in the Adult Services Unit.

[PrimeWest Reinvestment Grant Initiative - Pdf](#)  
[PrimeWest Reinvestment Grant Initiative - Html](#)

8.B. Healthcare Unwinding Funds 118

Any position in the Income Maintenance Unit is reimbursable up to 55% of salary and fringe, also case aides are part of the Social Services Time Study. This program sends randomized emails to the worker and requests a response to what they are doing at that time. This program covers roughly 15% of a worker's salary.

Recently the State of Minnesota announced funding to the Counties based on the enrollment numbers in Minnesota Health care programs, Hubbard County has been allocated \$166,101 it is recommended that this be utilized for staffing increase in order to meet the demand.

[Healthcare Unwinding Funds - Pdf](#)

8.C. Region 2 AMHI Update 119 - 125

N/A

[Region 2 AMHI Update - Pdf](#)

9. **SHERIFF**

9.A. Review and Approve Proposal from ProPhoenix Corporation to the Sheriff's Office 126 - 128

It is recommended that the proposal be approved.

[Review and Approve Proposal from ProPhoenix Corporation to the Sheriff's Office - Pdf](#)

- 9.B. Review and approve quote for 2023 Polaris side by side for the Sheriff's Office 129 - 132

Approve the purchase of a 2023 Polaris side by side.

[Review and approve quote for 2023 Polaris side by side for the Sheriff's Office - Pdf](#)

10. **HUMAN RESOURCES**

- 10.A. Personnel Policy, Section 16.00: Benefits 133

approve Section 16.02. Wellness Program and Employee Recognition

[Personnel Policy, Section 16.00: Benefits - Pdf](#)

11. **ADMINISTRATOR**

- 11.A. Housing Trust Fund Ordinance 134 - 140

to approve the proposed ordinance establishing a local housing trust fund.

[Housing Trust Fund Ordinance - Pdf](#)

- 11.B. County Assessor Appointment 141 - 144

[County Assessor Appointment - Pdf](#)

12. **COMMITTEE REPORTS**

13. **MEETINGS TO NOTE**

- 13.A. AMC Fall Policy Conference: Sept. 13-15, Arrowwood Resort & Conference Center, Alexandria

14. **ADJOURN**



**AGREEMENT BETWEEN**  
**BECKER COUNTY ECONOMIC DEVELOPMENT**  
**AUTHORITY (BCEDA)**  
**[GRANTEE]**

**AND**

**MIDWEST MINNESOTA COMMUNITY**  
**DEVELOPMENT CORPORATION (MMCDC)**

**CONTRACT FOR MANAGEMENT SERVICES**

**ADOPTED:** 5/1/2020

This agreement made and entered into this 1<sup>st</sup> day of May 2020 by and between Midwest Minnesota Community Development Corporation, hereinafter known as “MMCDC” with its principle office located at 119 Graystone Plaza, Suite 100, Detroit Lakes, MN 56501, County of Becker and State of Minnesota and Becker County Economic Development Authority (“BCEDA” or “Grantee”) located at 915 Lake Ave., Detroit Lakes, MN 56501. This amendment three (3) shall replace in whole all previous Contracts for Management Services.

**WHEREAS**, the Grantee has applied for and received funds from the United States Department of Housing and Urban Development (“HUD”) for public housing in accordance with the Annual Contributions Agreement; and

**WHEREAS**, the Grantee has received funding from the State of Minnesota for Minnesota Urban and Rural Homesteading (“MURL”) program, Low Income Housing Tax Credits (“LIHTC”), and long term Homeless housing; and

**WHEREAS**, the Grantee wishes to engage the MMCDC to assist the Grantee in utilizing such funds; NOW, THEREFORE, it is agreed between the parties hereto that;

### **1. RECITALS**

BCEDA is seeking services to manage its Housing Operations and MMCDC has agreed to manage said housing operations under the following terms and conditions:

### **2. DESCRIPTION OF SERVICES**

BCEDA desires the services of MMCDC to perform all functions and duties to administer the following projects:

1. Public Housing and Section 8 Housing Voucher Program
2. State funded properties, including MURL, LIHTC and Long-term Homeless
3. EDA owned properties
4. Others as deemed appropriate and approved to in writing by each party
5. MMDC will comply with all regulations of U.S. Department of Housing and Urban Development in the Annual Contributions Agreement (“ACC”) of which Becker County grants limited authority to MMCDC to serve as their MMCDC for said programing as outlined; and MMCDC will comply with state regulations for state-funded properties.

### **3. RESPONSIBILITIES**

MMCDC will provide the following services:

1. Perform all clerical duties, including routine day-to-day office functions.
2. Perform fiscal duties, including collection of revenues, processing rental payments and accounts payable.
3. Complete all required reporting to HUD, MHFA and any other funders as applicable.
4. Maintain files on each property owned by BCEDA.
5. Provide monthly financial statements to Becker County.

6. Provide an annual update to the BCEDA Board on the operations and status of all programs and facilities. Provide all other updates as appropriate as agreed to by MMCDC in cooperation with the BCEDA. Maintain custody of all HRA client files.
7. Perform full management of all BCEDA properties following BCEDA Housing Admissions and Occupancy Policies, as prepared by MMCDC and approved by BCEDA annually.
8. Maintain and update all policies and procedures for the operations of said programs to maintain compliance with said contracts and service agreements.
9. Maintain compliance on all properties.
10. Conduct property inspections required by HUD and MHFA, including annual inspections and others as appropriate.
11. Maintain all properties in a decent, safe and sanitary condition.
12. Provide and maintain a long-term capital plan for said programs and facilities.
13. Provide recommendations for facility improvement and modifications.
14. Explore and recommend future partnerships that can enhance affordable housing.
15. Provide information for and have at least one representative attend monthly BCEDA Board meetings.
16. Complete Housing Quality Standard inspections for all Housing Voucher participants ensuring compliance on all units under contract.
17. Supply all Housing related information required for the annual BCEDA Audit in a timely manner as set by the Becker County Auditor.
18. Provide all reimbursement or payment to Becker County within 90 days of receipt of said funds.

#### **4. SERVICES PROVIDED BY BCEDA**

BCEDA will:

1. Maintain insurance on all properties owned.
2. Maintain ownership of properties.
3. Allow MMCDC access to BCEDA files stored in the basement of the courthouse as needed in order for MMCDC to perform its management duties.
4. Assist MMCDC in matters that arose prior to MMCDC's contract of management services.
5. Provide all reimbursement or payment to MMCDC within 90 days of receipt of said funds.

## 5. MANAGEMENT FEES

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the agreed to terms unless agreed to in writing.

Expenses for general administration shall also be paid against the budgets and in accordance with performance.

BCEDA agrees to pay a management fee to MMCDC for services performed. Payments will be due the first day of each month:

PERIOD	Annual Management Fee	Monthly Pay Amount
05/01/2020 – 12/31/2020	\$99,567	\$12,445.83
01/01/2021 – 12/31/2021	\$153,831	\$12,819.21
01/01/2022 – 12/31/2022	\$158,445	\$13,203.78
01/01/2023 – 12/31/2023	\$163,199	\$13,599.90

## 6. TERM AND TERMINATION

The term of the contract shall commence on May 1, 2020 and shall continue in full force and effect except as stated below until December 31, 2023.

This contract may be terminated for any reason by either party by providing the other party ninety (180) days written notice of its intent to terminate. Either party may terminate this contract immediately by giving the other party written notice in the event of the other's insolvency, fraud, willful misconduct, or substantial breach of any of the terms and provisions of this contract.

1. This agreement shall be deemed to have been executed in Detroit Lakes, Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota and Federal Regulations in which it is regulated as noted in Appendix A.

## 7. INSURANCES

1. **Defense and Indemnification.** Each party shall be liable for its own acts to the extent provided by law and hereby agrees to defend, indemnify and hold harmless the other parties, and their officials, officers, employees, agents and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by a party or its officials, officers, employees, agents and representatives, which arise from the gross negligence, willful misconduct, or fraud of the party.
2. **Liability Insurance.** Each party shall maintain appropriate liability insurance. MMCDC liability insurance provides for \$1 million per occurrence and \$5 million in umbrella coverage.

## 8. GENERAL

### “General Compliance”

The MMCDC agrees to comply with the requirements of the ACC Contract and the BCEDA Administrative Plan, as reviewed annually, and State housing programs related to MURL, LIHTC and Long-term Homeless.

### “Independent Contractor”

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The MMCDC shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the MMCDC is an independent contractor.

### “General Conditions”

1. This Agreement may be executed in several counterparts each of which shall be deemed to be an original and all such counterparts when taken together shall constitute one in the same instrument.
2. MMCDC agrees to conduct its operation by industry and professional standards, comply with all Federal and State laws and regulations applicable to the services it performs for BCEDA pursuant to this Agreement, and warrants that at all times during this Agreement it is authorized, certified, licensed, or otherwise approved by all applicable State and Federal authorities having jurisdiction over the business of MMCDC to perform the services described in this Agreement.
3. **Authorized County Agent:** The County's authorized agent for the purpose of administration of this Agreement is the Coordinator of the BCEDA or in their absence the President of the BCEDA. Said agent shall have final authority for approval and acceptance of MMCDC's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement.
4. All notices under this Agreement shall be sent to the person and address indicated below.

5. Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.
6. Assignability: MMCDC's rights and obligations under this Agreement are not assignable or transferable.
7. Data: All documents, software, writing, data and including reports and all other work products produced by MMCDC pursuant to this Agreement shall become and shall remain the absolute property of BCEDA. Furthermore, any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by MMCDC in the performance of MMCDC's obligations under this Agreement shall be the exclusive property of the County, and any such data and materials shall be remitted to the County by MMCDC upon completion, expiration, or termination of this Agreement within 15 business days of the termination of this agreement. Further, any such data and materials shall be treated and maintained by MMCDC in accordance with applicable federal, state and local laws regarding data privacy.
8. In the event that legal proceedings are necessary for MMCDC to enforce compliance of subject programs and services provided by MMCDC, MMCDC agrees to first seek written authorization from the BCEDA. After BCEDA provides written authorization to utilize legal proceeding, MMCDC is authorized to employ an attorney, and to act as an intermediary conducting investigation, monitoring the attorney progress, receiving remittances.
9. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and it supersedes all prior understandings and agreements whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof. This Agreement in whole or in part cannot be changed, modified, extended or discharged orally and no waiver of compliance with any provision or condition hereof and no consent provided herein shall be effective unless evidenced by an instrument in writing duly executed by the party against whom the enforcement of any waiver, change, modification, extension, or discharge is sought.

So long as MMCDC shall be in compliance with this Agreement, the Commissioners and/or staff of Becker County shall not intervene or in any way attempt to influence the staff of MMCDC in their day to day management of the aforementioned properties.

## 9 NOTICES

1. Notice Address. For the purpose of any notice or other communication under the Agreement, addresses are amended to be as follows:

Becker County Economic Development Authority  
Coordinator  
915 Lake Ave,  
Detroit Lakes, MN 56501

And

Becker County  
County Administrator  
915 Lake Ave,  
Detroit Lakes, MN 56501

Midwest Minnesota Community Development Corporation  
Attn: President  
119 Graystone Plaza, Suite 100,  
Detroit Lakes, MN 56501

IN WITNESS WHEREOF, the parties have here unto caused this Agreement to be executed as of the date first written above.

**Midwest Minnesota Community Development Corporation**

By: Julia Nilmark

Its: President

Date: 3/2/2020

**Becker County Economic Development Authority**

By: [Signature]

Its: President

Date: February 27, 2020

## Appendix A

### Annual Contributions Contract



# A lot of new funding and new programs!!

- ▶ Over \$300m in increases in both one-time and ongoing spending programs/aid categories in 2023/24.
- ▶ \$80m in CPA increases
- ▶ Over \$20m in PILT increases
- ▶ New Local Housing Aid
- ▶ New Public Safety Aid
- ▶ Youth/Family Homeless Prevention Funding
- ▶ Other miscellaneous increases in county funding:
  - ▶ Transportation!
  - ▶ Medical Assistance (\$36m, one-time)
  - ▶ PTSD health insurance benefits
  - ▶ SCORE
  - ▶ Corrections/Probation funding
  - ▶ Local Cannabis Aid
  - ▶ \$20m/year increase in Public Health spending
  - ▶ Local Election Aid (VOTER FUND)
  - ▶ Youth Workforce Funding
  - ▶ Electric Generation Transition Aid

# County Program Aid

- ▶ \$80m/year in increased, annual appropriations starting FY 2025/calendar year 2024 (1<sup>st</sup> payment date July 2024)
- ▶ Money was appropriated roughly 55% TBEA/45% NEED Aid
- ▶ NO changes to formula except for one special allocation going away (Beltrami) and Part I crimes definition update.
- ▶ NO inflation increases built into out years
- ▶ NO restrictions on funding
  - ▶ Things to consider: levy relief vs. programmatic investments vs. COLA/staffing cost offsets, vs. saving for a rainy day

# Payment in Lieu of Taxes

- ▶ Increase from \$2/acre to \$3/acre for county-administered other natural resources land and commissioner-administered other natural resources land
- ▶ SPECIAL PILT Payment (“Super PILT!”) for counties that have a disproportionate amount of qualified PILT acres as a total of their county acreage:
  - ▶ \$.18 for each qualified acre in counties where the total number of qualified acres is equal or greater to 25% of their total acreage;
  - ▶ \$.8 for each qualified acre in counties where the total number of qualified acres is equal or greater than 10% (but below 25%) of their acreage.
- ▶ Cap on PILT appraisals that are lower than 2022 or subsequent appraisals.

# NEW Public Safety Aid

- ▶ \$300m, ONE-TIME aid category to city and counties
- ▶ Counties receive roughly \$90m total
- ▶ Counties will receive certified aid amounts by DOR by September 1<sup>st</sup> and their allocations by December 26, 2023.
- ▶ Spending categories are broad (“must be used to provide public safety”) with specific examples of community violence prevention, intervention programs, community engagement, mental health crisis response, victim services, training programs, first responder wellness, equipment, personnel, and emergency services.
- ▶ May NOT spend dollars on costs associated with employee wrongdoing/misconduct, armored/tactical vehicle (drones?), purchase of tear gas/chemical munitions, or construction/reconstruction/expansion of police station or “related facilities”.
- ▶ No reporting requirement, but expect questions later!
- ▶ NO requirement for city/county collaboration, but it should be considered
- ▶ Things to consider:
  - ▶ Do you have cities that are receiving aid who contract for the county for services?
  - ▶ Is it worth having a meeting with cities within your county to identify innovative, regional-focused investments that can benefit the entire community.
  - ▶ What one-time costs (public safety equipment, radio upgrades, bonuses, training, etc.)



# NEW Statewide Local Housing Aid

- ▶ \$15.3m/year to counties in FY 2024 and 2025; \$6.8m/year to counties thereafter. Counties receiving roughly 60% of appropriation.
- ▶ For 2023, DOR will compute/certify aid to counties by August 1<sup>st</sup> and make payment by December 26<sup>th</sup>.
- ▶ Spending must be spent on “qualifying projects” including:
  - ▶ Emergency rental assistance for households earning less than 80% AMI
  - ▶ Financial support to nonprofit housing providers
  - ▶ Affordable housing and rental investments with prioritization to target specific income households (80% AMI for homeownership projects, 50% AMC rental housing projects). Activities can include acquisition, demolition, gap financing, construction
  - ▶ Workforce housing for counties outside the metropolitan area to spend funds on workforce related housing investments so long as the Board documents the project would not happen but for the investment
- ▶ Any unspent funds or funds that aren’t allocated to qualified projects must be transferred to a local housing trust fund. (Remember: multiple local governments can create a “Regional Housing Trust Fund”).
- ▶ Beginning in 2025, Counties must submit a report annually to MHFA by December 1 of each year documenting location of any unspent funds and qualified projects completed or planned. County must pay back funds not documented or qualified.
- ▶ Requirement for counties to consult with cities in the jurisdiction of which its qualified projects are planned for.

# NEW Local Homeless Prevention Aid

*To ensure no child is homeless within a local jurisdiction by keeping families from losing housing and helping those experiencing homelessness find housing.*

- ▶ \$17.6m/year to counties starting this July through FY 2029. Tribes receive \$2.4m/year.
- ▶ Aid amounts are based on a base + point-in-time counts of youth homelessness done by Minnesota Department of Education.
- ▶ DOR will recalculate aids and recertify aids to counties by July 15<sup>th</sup> this year. For all future years, DOR will certify by August 1 of each year for following year aid payments. Payments are made in two installments (similar to CPA): 1<sup>st</sup> half July 20<sup>th</sup> and second half December 26<sup>th</sup>.
- ▶ Counties must use \$ to fund existing or new family homeless prevention programs or projects but \$ can be also used for regional based projects, government collaboration, or on community based nonprofit organizations so long as the funds go towards programs that include plans for:
  1. Targeting families with children who are eligible for pre-K through 12<sup>th</sup> grade and are living in overcrowded conditions, paying more than 50% of their income on rent OR lacking fixed, regular adequate nighttime residence
  2. Targeting unaccompanied youth
  3. Connecting families with social services necessary to maintain family stability (housing navigation/legal representation/family outreach)
  4. One or more of the following: providing rental assistance for any period of time (Even in excess of 24 months), providing support/case management services to improve housing stability.
- ▶ Unspent funds must be returned to the commissioner of revenue by December 31<sup>st</sup> of the year following the year that aid was received.
- ▶ DOR will be issuing a report on what projects were funded by county dollars by January 15, 2025. This report must be updated every 2 years.



BECKER COUNTY BOARD OF COMMISSIONERS

Finance Committee Meeting

Date: Monday, July 31, 2023 at 8:30 AM

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

Administrator

1. Report

Auditor-Treasurer

1. Claims
2. May 2023 Cash Comparison, Sales Tax and Investment Summary

Human Services

1. GAELIN SPEAKS - The Belonging Difference Workshop
2. Claims Human Services, Public Health & Transit

Sheriff

1. Resolution 08-23-1D - Personnel Request - Deputy Sheriff

Transit

1. Resolution 08-23-1B - Transit Grant Contracts and Agreements
2. Resolution 08-23-1C - County Highway and Transit Lease Approval

Land Use/Environmental Services

1. NRM/Parks & Rec
  - a) Dunton Locks Civil Engineering Proposal Amendment
  - b) Establish Recreational Advisory Committee Per Diem/Mileage Rates
  - c) Award 2023 Bud Capping Bid

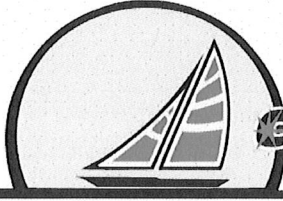
Highway

1. Capital Outlay Request - TV's & Wall Mounts

Planning & Zoning

1. Comprehensive Plan Proposal Review

Adjourn



## **City of Detroit Lakes**

1025 Roosevelt Ave., P.O. Box 647 Detroit Lakes, MN 56502

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July 20, 2023

Ms. Mary Hendrickson  
915 Lake Avenue  
Detroit Lakes, MN 56501

Dear Mary,

In accordance with State Statute 469.175 Subd. 5, I have enclosed a copy of the Tax Increment Financing Annual Disclosure Statement for the City of Detroit Lakes. State law requires that the City provide a copy of this report to the County Board annually. We are also providing you with copies of the annual report for each TIF District by jump drive downloaded to your computer.

Please feel free to contact me if you have any questions regarding this matter.

Sincerely,

Larry Remmen, AICP  
Community Development Director



Annual Disclosure Tax Increment District for the Year Ended December 31, 2022 - City of Detroit Lakes									
District	Project	Current Net Tax Capacity	Original Net Tax Capacity	Captured Net Tax Capacity	Principal & Interest Payments Due in 2023	TIF Received 2022	TIF Expended 2022	Mo & Yr TIF Receipts	Date of Req Decert
8-9	Richwood Heights	\$16,721	\$5	\$16,716	\$15,000	\$16,441	\$16,441	6/2004	12/31/2029
8-10	Marina Condo	\$23,908	\$630	\$23,278	\$22,776	\$22,899	\$5,721	6/2004	12/31/2029
8-13	Meadow's Edge	\$18,860	\$61	\$18,799	\$18,000	\$18,491	\$18,991	5/2005	12/31/2030
16-1	Modern Business	\$8,480	\$1,703	\$6,777	\$0	\$6,666	\$6,666	1/1999	12/31/2024
23-1	Tekstar/Hartmans	\$16,207	\$3,652	\$12,555	\$11,000	\$12,348	\$12,348	1/2000	12/31/2025
25-1	The Chamber of Commerce	\$5,804	\$1,475	\$4,329	\$4,000	\$4,258	\$4,258	5/2007	12/31/2032
26-1	Long Bridge Heights	\$46,984	\$495	\$46,489	\$23,668	\$45,731	\$23,668	5/2007	12/31/2032
26-2	Long Bridge Heights III	\$26,387	\$1,487	\$24,900	\$18,000	\$23,367	\$5,592	12/2019	12/31/2044
28-1	Union Central	\$20,753	\$3,720	\$17,033	\$14,000	\$14,460	\$14,460	6/2012	12/31/2037
30-1	Downtown Crossing	\$48,988	\$2,662	\$46,326	\$64,460	\$40,403	\$64,459	7/2014	12/31/2038
32-1	Northland Portable	\$7,736	\$364	\$7,372	\$0	\$6,901	\$6,901	5/2014	12/1/2029
33-1	CJ Inc	\$7,212	\$759	\$6,453	\$0	\$2,967	\$5,415	7/2016	12/31/2024
34-1	DL Hotel Partners	\$122,484	\$6,575	\$115,909	\$95,000	\$105,080	\$105,080	6/2017	1/31/2042
35-1	McKinley Plaza	\$88,408	\$12,904	\$75,504	\$70,000	\$68,449	\$68,449	6/2018	12/31/2043
36-1	Dream Island Holdings, LLC	\$14,148	\$624	\$13,524	\$12,000	\$12,692	\$13,816	6/2018	6/1/2026
37-1	Apex Townhomes	\$16,327	\$137	\$16,190	\$14,000	\$14,524	\$14,524	12/2021	6/1/2045
38-1	Pelican Landing	\$76,324	\$653	\$75,671	\$61,000	\$67,874	\$67,874	12/2021	12/31/2046
39-1	Accessories Unlimited	\$14,514	\$1,328	\$13,186	\$12,000	\$12,964	\$12,964	12/2021	12/31/2029
40-1	Midtown Development	\$56,912	\$13,645	\$43,267	\$30,000	\$42,557	\$42,557	12/2021	8/1/2046

Additional information regarding each district may be obtained from Larry Remmen, PO Box 647, MN 56502 or 218-846-7125



# DDA

**David Drown Associates, Inc.**  
**Public Finance Advisors**

Minneapolis Office:  
5029 Upton Avenue South  
Minneapolis, MN 55410-2244  
(612)920-3320 xtn 107 | fax (612) 605-2375  
[www.daviddrown.com](http://www.daviddrown.com)

July 18, 2023

Emailed to:  
[mary.hendrickson@co.becker.mn.us](mailto:mary.hendrickson@co.becker.mn.us)

Mary Hendrickson, County Auditor  
Becker County  
915 Lake Avenue  
Detroit Lakes MN 56501

**RE: City of Frazee  
2022 TIF Reports**

Dear Ms. Hendrickson:

Attached please find completed copies of the completed 2022 TIF Reports for the City of Frazee. If you have any questions, please feel free to contact me as listed above.

On Behalf of the City,

Sonya Bubany  
David Drown Associates, Inc.  
[sonya@daviddrown.com](mailto:sonya@daviddrown.com)

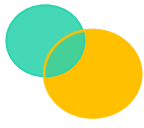
**ANNUAL DISCLOSURE REPORT**  
**City of Frazee, Minnesota**

Annual Disclosure of Tax Increment Districts for the Year Ended December 31, 2022

TIF District Name/Number	TIF No. 1-3 Red Willow Hsg	TIF No. 1-4 Swift Redevel.	TIF No. 1-5	TIF No. 1-6
Current net tax capacity	77,493	6,393	25,199	24,850
Original net tax capacity	2,730	123	19,483	24,756
Captured net tax capacity	74,763	6,270	5,716	94
Principal and interest payments due in 2023	0	22,234	12,400	49,335
Tax increment received in 2022	89,500	7,517	5,596	0
Tax increment expended in 2022	0	0	0	27,134
Month and year of first tax increment receipt	June, 2006	June, 2010	June, 2016	June, 2023
Date of required decertification	December 31, 2030	December 31, 2035	December 31, 2041	December 31, 2048
Increased property taxes to be paid from outside the district if fiscal disparities Option A applies	0	0	0	0

Additional information regarding each district may be obtained from:

Stephanie Poegel, Administrator  
City of Frazee  
222 West Main Avenue, PO Box 387  
Frazee, MN 56544  
Phone: 218-334-4991  
[cityadmin@frazeecity.com](mailto:cityadmin@frazeecity.com)



# DDA

**David Drown Associates, Inc.**  
**Public Finance Advisors**

Minneapolis Office:  
5029 Upton Avenue South  
Minneapolis, MN 55410-2244  
(612)920-3320 xtn 107 | fax (612) 605-2375  
[www.daviddrown.com](http://www.daviddrown.com)

July 19, 2023

Emailed to:  
[mary.hendrickson@co.becker.mn.us](mailto:mary.hendrickson@co.becker.mn.us)

Mary Hendrickson, County Auditor  
Becker County  
915 Lake Avenue  
Detroit Lakes MN 56501

**RE: City of Lake Park  
2022 TIF Reports**

Dear Ms. Hendrickson:

Attached please find completed copies of the completed 2022 TIF Reports for the City of Lake Park. If you have any questions, please feel free to contact me as listed above.

On Behalf of the City,

Sonya Bubany  
David Drown Associates, Inc.  
[sonya@daviddrown.com](mailto:sonya@daviddrown.com)

**ANNUAL DISCLOSURE REPORT**  
**City of Lake Park, Minnesota**

Annual Disclosure of Tax Increment Districts for the Year Ended December 31, 2022

TIF District Name/Number	TIF No. 1-2	TIF No. 1-3
Current net tax capacity	606	2,463
Original net tax capacity	732	785
Captured net tax capacity	0	1,678
Principal and interest payments due in 2023	0	0
Tax increment received in 2022	5	1,488
Tax increment expended in 2022	0	0
Month and year of first tax increment receipt	December, 2020	December, 2020
Date of required decertification	December 31, 2044	December 31, 2044
Increased property taxes to be paid from outside the district if fiscal disparities Option A applies	0	0

Additional information regarding each district may be obtained from:

Sarah Mikkelsen, Clerk-Treasurer  
City of Lake Park  
2032 2nd Street, PO Box 239  
Lake Park, MN 56554  
Phone: 218-238-5532  
[smikkelsen@lakeparkmn.com](mailto:smikkelsen@lakeparkmn.com)

# **BECKER COUNTY CASH COMPARISON**

<b>FUND</b>	<b>May 2022</b>	<b>May 2023</b>	<b>% Change</b>	<b>April 2023</b>
<b>REVENUE FUND</b>				
<b>REVENUE FUND</b>	\$ 11,523,810.13	\$ 13,605,645.76	18.07%	\$ 11,499,334.49
<b>DESIGNATED</b>				
GO BOND SERIES 2022A	9,198,453.70	(3,948,694.25)	-142.93%	(3,258,335.17)
LAW LIBRARY	63,611.89	31,153.63	-51.03%	32,966.19
ATTORNEY'S FORFEITURES	75,777.06	78,760.55	3.94%	78,647.35
RECORDERS EQUIPMENT	348,631.08	141,284.62	-59.47%	135,231.64
RECORDERS ENHANCEMENT	220,768.58	174,840.58	-20.80%	167,349.58
TRANSIT	87,644.26	155,490.33	77.41%	186,377.29
TRANSIT LOCAL RESERVE	36,560.82	36,041.09	-1.42%	36,041.09
<b>TOTAL REVENUE FUND</b>	<b>\$ 21,555,257.52</b>	<b>\$ 10,274,522.31</b>	<b>-52.33%</b>	<b>\$ 8,877,612.46</b>
<b>SPECIAL REVENUE FUNDS</b>				
<b>PUBLIC SAFETY</b>	\$ 3,769,255.97	\$ 4,255,820.42	12.91%	\$ (266,358.83)
E-911	(11,400.78)	84,231.08	-838.82%	69,862.85
<b>ROAD AND BRIDGE</b>	665,143.49	8,631,452.49	1197.68%	5,990,560.66
<b>HUMAN SERVICES</b>	8,491,438.92	10,312,239.50	21.44%	6,354,477.70
<b>RECREATION</b>	662,645.92	709,404.06	7.06%	676,009.80
<b>AMERICAN RESCUE PLAN ACT</b>	3,084,357.80	-	-100.00%	-
<b>RESOURCE DEVELOPMENT</b>	911,056.45	998,181.57	9.56%	969,302.33
<b>ENVIRONMENTAL AFFAIRS</b>	2,492,612.30	2,314,264.24	-7.16%	1,808,715.57
<b>DEBT FUNDS</b>	969,629.94	1,061,927.64	9.52%	298,572.68
<b>DITCH FUND</b>	1,406.76	1,406.76	0.00%	1,406.76
<b>SUNNYSIDE CARE CENTER</b>	1,636,099.71	1,855,008.24	13.38%	1,800,104.17
<b>NATURAL RESOURCE MGT</b>	408,126.42	249,080.65	-38.97%	199,090.88
<b>GRAVEL RESERVE</b>	539,962.96	562,396.13	4.15%	562,396.13
<b>OPIOID SETTLEMENT FUND</b>	-	297,273.66		287,420.09
<b>LOCAL ASSISTANCE &amp; TRIBAL CONSISTENCY FUND</b>	-	83,593.59	100.00%	83,593.59
<b>GENERAL - SPECIAL</b>	773,602.75	5,600,319.37	623.93%	5,728,543.29
<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>\$ 24,393,938.61</b>	<b>\$ 37,016,599.40</b>	<b>51.75%</b>	<b>\$ 24,563,697.67</b>
<b>AGENCY FUNDS</b>				
<b>BCCI</b>	\$ 158,606.56	\$ 165,872.73	4.58%	\$ 165,872.73
<b>TAXES AND PENALTIES</b>	12,189,934.89	11,534,812.05	-5.37%	9,259,184.41
<b>CLEARING FUNDS</b>	386,290.46	480,392.59	24.36%	444,151.48
<b>TOTAL AGENCY PASS THRU FUNDS</b>	<b>\$ 12,734,831.91</b>	<b>\$ 12,181,077.37</b>	<b>-4.35%</b>	<b>\$ 9,869,208.62</b>
<b>TOTAL CASH &amp; INVESTMENTS</b>	<b>\$ 58,684,028.04</b>	<b>\$ 59,472,199.08</b>	<b>1.34%</b>	<b>\$ 43,310,518.75</b>

**Becker County Sales & Use Tax**

<b>2014</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	606,000.00	129,165.85	735,165.85	(31,350.71)	703,815.14
<b>2015</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,925,000.00	199,199.05	2,124,199.05	(26,358.15)	2,097,840.90
<b>2016</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,912,893.48	209,748.19	2,122,641.67	(27,908.63)	2,094,733.04
<b>2017</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,172,000.00	233,642.63	2,405,642.63	(29,318.97)	2,376,323.66
<b>2018</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,281,000.00	365,457.85	2,646,457.85	(33,661.93)	2,612,795.92
<b>2019</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,452,000.00	222,944.01	2,674,944.01	(34,367.81)	2,640,576.20
<b>2020</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,563,000.00	279,602.16	2,842,602.16	(36,985.03)	2,805,617.13
<b>2021</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,957,000.00	376,489.88	3,333,489.88	(38,856.08)	3,294,633.80
<b>2022</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
November		26,322.11	26,322.11	(3,206.85)	23,115.26
December	199,000.00	28,767.41	227,767.41	(3,124.59)	224,642.82
January	253,000.00	23,429.20	276,429.20	(3,190.98)	273,238.22
February	186,000.00	34,258.66	220,258.66	(3,151.79)	217,106.87
March	180,000.00	78,789.49	258,789.49	(3,307.73)	255,481.76
April	250,000.00	27,268.10	277,268.10	(3,171.99)	274,096.11
May	235,000.00	23,415.74	258,415.74	(3,182.27)	255,233.47
June	296,000.00	90,036.19	386,036.19	(3,295.82)	382,740.37
July	365,000.00	37,071.45	402,071.45	(3,346.90)	398,724.55
August	324,000.00	62,472.05	386,472.05	(3,350.92)	383,121.13
September	353,000.00	27,199.87	380,199.87	(3,295.49)	376,904.38
October	314,000.00	26,015.02	340,015.02	(3,228.81)	336,786.21
November	275,000.00		275,000.00		275,000.00
	3,230,000.00	485,045.29	3,715,045.29	(38,854.14)	3,676,191.15
<b>2023</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
November		25,992.00	25,992.00	(3,173.11)	22,818.89
December	235,000.00	34,023.52	269,023.52	(3,054.62)	265,968.90
January	251,000.00	24,252.98	275,252.98	(3,076.38)	272,176.60
February	214,000.00	34,982.77	248,982.77	(3,156.08)	245,826.69
March	198,000.00	<b>24,856.10</b>	222,856.10	<b>(3,118.94)</b>	219,737.16
April	<b>231,000.00</b>		231,000.00		231,000.00
May		-	-	-	-
June		-	-	-	-
July		-	-	-	-
August		-	-	-	-
September		-	-	-	-
October		-	-	-	-
November		-	-	-	-
	1,129,000.00	144,107.37	1,273,107.37	(15,579.13)	1,257,528.24
<b>Grand Total</b>	<b>21,227,893.48</b>	<b>2,645,402.28</b>	<b>23,873,295.76</b>	<b>(313,240.58)</b>	<b>23,560,055.18</b>

\*\*\*Please note that Receipt 1 is not receipted until the next month AND Receipt 2 is not receipted for two months\*\*\*

EX--December 2014 Receipt 1 in the IFS (Bank/Cash Comp) January 2015 and Receipt 2 in the IFS (Bank/Cash Comp) February 2015

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

**Becker County  
Investment Analysis  
May 31, 2023**

Bank or Institution	Investment Number	Interest Rate	Yield Rate	Maturity Date	Book Value(Cost)	Fair Market Value
<b><u>American National Bank</u></b>						
ANB CD American Natl	23-06	4.000%	4.000%	4/10/24	245,000.00	245,000.00
<b><u>Community Development Bank of Ogema</u></b>						
CDB CD CDBoO	09-13	4.500%	4.500%	6/17/24	500,000.00	500,000.00
CDB CD CDBoO	13-1	1.900%	1.900%	2/15/24	425,000.00	425,000.00
<b><u>Midwest bank</u></b>						
MW CD Midwest	0-39	2.480%	2.480%	12/8/23	96,000.00	96,000.00
MW CD Midwest CDARS	10-09	1.150%	1.150%	7/6/23	1,000,000.00	1,000,000.00
<b><u>State Bank of Lake Park</u></b>						
SBLP CD State Bank of LP	01-39	0.800%	0.800%	9/30/23	147,939.57	147,939.57
<b><u>United Community Bank of Frazee</u></b>						
UCB CD UCBof	23-07	3.710%	3.710%	5/3/25	200,064.30	200,064.30
<b><u>Raymond James</u></b>						
MK Lake Park-Audubon MN GO	11-6	5.375%	3.652%	2/1/26	500,000.00	507,135.00
MK Connecticut St Taxable Go Bond	20-14	3.310%	3.310%	1/15/26	564,114.72	483,190.00
MK CD Montgomery Cnty MD Rev Taxable Ref Bds 202	21-06	1.000%	1.000%	4/1/25	303,945.00	279,648.00
MK CD Citibank NA	18-3	3.300%	3.300%	8/24/23	240,000.00	238,860.00
MK CD Merrick Bank	20-9	0.350%	0.350%	6/30/23	100,000.00	99,599.00
MK CD Bridgewater Bk Bloomington, MN	20-15	0.350%	0.350%	9/1/24	114,000.00	106,775.82
MK CD Alcoa Tenn Taxable Bds 2021 B	21-02	0.820%	0.820%	3/1/26	244,054.30	220,639.65
MK FHLB Federal Home Loan Bank	22-02	4.000%	4.000%	6/29/26	500,000.00	485,780.00
MK CD Discover Bank Greenwood, DE	22-07	4.850%	4.850%	11/9/26	244,000.00	241,872.32
MK FHLB Federal Home Loan Bank	23-03	4.240%	4.240%	2/17/28	250,000.00	244,075.00
MK CD CIBC Bank USA Chicago, IL	23-04	4.950%	4.950%	3/24/26	225,000.00	223,695.00
<b><u>Wells Fargo Advisors (Formerly Wachovia Securities)</u></b>						
WFA FFCBB Federal Farm Credit Bank Bonds	20-18	0.310%	0.310%	11/30/23	500,012.92	487,410.00
WFA FHLBMSUCP Federal Home Loan Bank Multi Step Up Cpn Bor	21-03	0.500%	0.500%	3/16/26	455,000.00	413,499.45
WFA CD Texas Exchange Bk SSB CD	21-01	0.300%	0.300%	2/5/24	245,000.00	236,829.25
WFA CD BMW Bk North America CD	21-04	0.300%	0.300%	5/14/24	245,000.00	233,453.15
WFA CD New York Cmnty Bk CD	21-05	0.350%	0.350%	6/3/24	225,000.00	213,995.25
WFA CD Goldman Sachs BK USA CD	21-07	1.000%	1.000%	8/8/26	215,000.00	188,896.85
WFA CD UBS Bank USA CD	21-08	0.550%	0.550%	8/26/24	245,000.00	230,885.55
WFA CD State Bank India	21-09	0.450%	0.450%	10/30/23	245,000.00	240,100.00
WFA CD Synchrony Bank CD	21-10	0.450%	0.450%	10/23/23	245,000.00	240,322.95
WFA CD JP Morgan Chase Bk NA CD	22-01	1.100%	1.100%	1/31/25	245,000.00	228,739.35
WFA BOND US Treasury Notes	22-03	2.750%	2.750%	4/30/27	326,476.93	316,064.10
WFA CD City Natl Bk - Bev Hi CD	23-01	4.350%	4.350%	1/26/26	245,000.00	239,953.00
WFA BOND Federal Home Loan Bank Bonds SER 00001	23-02	5.000%	5.000%	1/26/24	2,000,000.00	1,991,860.00
WFA BOND US Treasury Bill	23-05	4.887%	4.887%	10/26/23	1,074,390.04	1,076,350.00

**Total Pooled Investments - Securities**

**12,409,997.78 12,083,632.56**

<b>Summary of Investments by Type</b>		
	Book Value	Fair Value
CD's	4,936,058.17	4,798,621.01
CDARS	1,000,000.00	1,000,000.00
Jumbo CDs		
Local Gov Issues	500,000.00	507,135.00
Govt. Securities	868,059.72	762,838.00
Treasury	3,400,866.97	3,384,274.10
FNMA	0.00	0.00
FHLBMSUCP	455,000.00	413,499.45
FFCBB	500,012.92	487,410.00
FHLB	750,000.00	729,855.00
<b>Totals</b>	<b>12,409,997.78</b>	<b>12,083,632.56</b>

<b>Investment Summary by Fund</b>		
Revenue Fund	12,409,997.78	12,083,632.56
	<b>12,409,997.78</b>	<b>12,083,632.56</b>
<b>Fair Market Value Adjustment</b>		<b>(326,365.22)</b>



#### Gaelin Speaks – The Belonging Difference Workshop – Full Day

The Children & Family Services Unit is requesting for all of their staff to attend a full day workshop on The Belonging Difference to be held at a determined location in Detroit Lakes. This training comes highly recommended from other Children & Family Services Units in Minnesota. It aims to foster belonging and connection between staff, to support morale and longevity, and to learn about what that means for children in foster care and how to support them in finding belonging and connection.

Allocated carryover grant funds will be used to purchase this training.

Gaelin Speaks

9327 Rath Pl  
Eden Prairie, MN 55347 US  
+1 7157816098  
gaelinspeaks@gmail.com  
www.gaelinspeaks.com



Estimate

ADDRESS  
Amy Hanson  
Becker County Human Services  
712 Minnesota Avenue  
Detroit Lakes, Minnesota

ESTIMATE 1011  
DATE 07/20/2023

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Services	The Belonging Difference Workshop (Full Day)	1	7,500.00	7,500.00
Services	Minnesota Discount	1	-2,500.00	-2,500.00
TOTAL				\$5,000.00

Accepted By

Accepted Date

**BECKER COUNTY BOARD OF COMMISSIONERS**  
**RESOLUTION 08-23-1A**  
**Resolution to Reinstate Becker County Law Library Fee**

**WHEREAS**, pursuant to Minnesota Statute, Becker County is authorized to assess a law library fee associated with court proceedings.

**WHEREAS**, the law library fee was suspended on or about October 2020 due to the effects of the Covid-19 pandemic.

**WHEREAS**, the Law Library Board of Trustees voted to reinstate the law library fee in the amount of \$10 for all case types.

**NOW THEREFORE BE IT RESOLVED.** That the Board of County Commissioners of Becker County, Minnesota, approves the reinstatement of the Becker County Law Library fee in an amount of \$10 for all case types beginning on January 1, 2024.

Duly adopted this 1<sup>st</sup> day of August, 2023, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS  
Becker County, Minnesota

ATTEST:

/s/ Pat Oman \_\_\_\_\_  
Pat Oman  
County Administrator

/s/ Barry Nelson \_\_\_\_\_  
Barry Nelson  
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 August 1, 2023, as recorded in the record of proceedings.

\_\_\_\_\_  
Pat Oman  
County Administrator

## **2023 Annual Meeting – June 30, 2023**

### **Becker County Law Library - Board of Trustees**

#### **Meeting Minutes**

Members present: President Brian McDonald, Secretary Bill Wilson, Trustee Hon. Gretchen D. Thilmony, and Trustee Commissioner John Okeson.

Also present as guests were Anne Hoefgen, NW MN Legal Services, Liz Reppe, State Law Librarian, and Sarah Larsen, Assistant State Law Librarian.

President Brian called the meeting to Order at 4:01 p.m.

The first item of business was the election of officers. John made a motion to reappoint Brian as President for 2024. Second by Judge Thilmony. Motion carried unanimously.

A brief discussion was had about Bill's years of service and possible retirement in near future. Bill stated his plan was to retire sometime soon, but not imminently. Motion by Brian to reappoint Bill as Secretary. Second by Judge Thilmony. Motion carried unanimously.

A brief discussion was held about the minutes from the 2022 annual meeting. Judge Thilmony and Brian recapped the business that occurred at last year's meeting.

Secretary Bill updated the Board on financial matters. Presently the Law Library has a balance of \$42,013.02. A discussion was held on the law library fee. The law library fee has been suspended since approximately 2020. A motion was made by Brian to reinstate the law library fee. Liz Reppe and Sarah Larsen provided information regarding other county's law library fees and an overview of Becker County's fees. After discussion, the motion was amended to provide for a \$10 law library fee for all case types and for the fee to be reinstituted beginning January 1, 2024. Motion by Brian. Second by Judge Thilmony. Motion carried unanimously.

Bill provided an overview of the current resources in the Law Library. Bill updated the Board on the print books that are still being purchased and updated in the library. There is an obvious trend towards most publications being moved online.

Anne Hoefgen provided a report of the law library's self-help clinic operation over the past year. Anne described how the hours are split between Attorney Stuart Kitzmann and Northwest Minnesota Legal Services paralegal Sherry Gruenhagen. It was noted that Stuart is transitioning towards retirement and a probable replacement attorney will need to be found for the self-help clinic.

With no further business, the meeting was adjourned at roughly 4:45 p.m.

## **6.0 PROBATION PERIOD**

### **6.1 Purposes**

The probationary period shall be regarded as an examination process and shall be used by supervisors and department heads for closely observing the employee's work performance. The probationary employee will be evaluated by a formal performance review following their six-month probationary period. For Sheriff's Department employees the probationary period for a new employee shall be one year, for the positions of dispatcher, deputy, and correctional officers. For the Sheriff's Department employees that require a one-year probationary period will be evaluated following their one year probationary period.

## 13.2 Eligibility/~~and Scheduling~~ Authorization/Use of Safe and Sick Leave

**Eligibility:** An employee is eligible for Safe and Sick time if they:

- 1.) Work at least 80 hours in a year for an employer in Minnesota; and
- 2.) Are not an independent contractor.
- 3.) Temporary and part-time employees are eligible for Safe and Sick time.
- 4.) Safe and Sick time requirements will not apply to building and construction industry employees who are represented by a building and construction trades labor organization if a valid waiver of these requirements is provided in a collective bargaining agreement

A. Employees may request to take earned Safe and Sick leave at any time, including the probationary period. Personal Safe and Sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to certain reasons, including when an employee is sick, to care for a sick family member or to seek assistance if an employee or their family member has experienced domestic abuse.

B. An employee may use personal Safe and Sick leave benefits provided by the employer for absences due to an illness of or injury to the employee, or family members as defined in (C). This section applies only to personal Sick and Safe leave benefits payable to the employee.

C. An employee may use Sick and Safe leave as allowed under this section for:

- 1.) The Employee's mental or physical illness, treatment, or preventative care.
- 2.) A family member's mental or physical illness, treatment, or preventative care.
- 3.) Absence due to domestic abuse, sexual assault or stalking of the employee or family member.
- 4.) Closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency.
- 5.) When determined by a health authority or health care professional that the employee or family member is at risk of infecting others with communicable disease.

D. Spouse, sibling, parent, (parent means the biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an applicant or the applicant's spouse or an individual who stood in loc parentis to an applicant when the applicant was a child). grandchild (grandchild means a child of the applicant's child), grandparent (grandparent means a parent of the applicant's parent), nephew/niece, aunt/uncle, child-in-law, sibling-in-law, any other individual related by blood or whose close association is the equivalent of a family relationship, up to one individual annually designated by the employee.

E. A doctor's certificate may be required for Sick leave absences of more than three (3) days duration, or if Sick leave is used on more than three (3) separate occasions during the year.

F. Employees shall notify their immediate supervisor on the first day of **Safe** and Sick Leave and, when possible, medical leave shall be requested in advance. Department head or supervisor shall be informed of the work schedule for the employee, and additional work assignment needing immediate attention.

~~A. Because of Sickness or injury to an employee which renders the employee unable~~

~~to perform the duties of employment;~~

~~B. Because of Sickness or injury to an employee's spouse or children, the result of which requires the said employee to attend to their needs;~~

~~C. Because of quarantine directed by a medical physician;~~

~~D. Because of doctors' visits required by employee, employee's spouse or children,~~

~~stepchildren, or parents.~~

## Becker County Out of State Travel

### **MN Statue 471.661 OUT-OF-STATE TRAVEL.**

The governing body of each statutory or home rule charter city, county, school district, regional agency, or other political subdivision, except a town, must have on record a policy that controls travel outside the county of Minnesota for the applicable elected officials of the relevant unit of government. The following policy applies to all employees, including elected officials. The policy must be approved by a recorded vote and specify:

- A. Any travel by employees or elected officials is appropriate when the travel is to obtain ongoing education and training, receive updated information and technical expertise, or to attend an event related to County business. The Board of Commissioners supports attendance by employees, and in some cases committee members appointed by the Board, to attend schools, conferences, workshops, and meetings which enhance their ability to perform their duties and services in a more efficient and economical manner, thus being beneficial to the operation of County government. The following shall be effective for all out of county travel
- B. If the reason for travel is to attend a conference, seminar, or workshop; a copy of the agenda must accompany the request. The request must include the following information:
  - a) The name and location of the event or meeting;
  - b) The date(s) and time(s) of the event or meeting;
  - c) An explanation of why the trip is necessary; and
  - d) A detailed description and estimate of all costs, including information on any financial decisions made, such as:
    - (1) The employee leaving a day early to take advantage of lower airfare;
    - (2) Two employees traveling together by personal car;
    - (3) The employee staying over the weekend to take advantage of lower airfare (indicate if at employee's or county's expense). The department may pay additional expenses related to the reduced airfare provided it does not exceed the amount of the reduction.
- C. When an employee elects to drive a personal vehicle instead of flying, the form must show the lowest round trip airfare amount along with the anticipated mileage expenses; and other unusual situations increasing or decreasing trip costs.
- D. Employees who make out-of-state trips at no cost to the county must go through the same approval process, including a notation that there is no cost to the county.
  - a) The name of the paying organization must be listed, along with what expenses are covered and whether the expenses are paid directly by the third party or if the third party is reimbursing the employee.



b) If the employee is reimbursed by a third party, the employee must provide the agency with a copy of the expense report that he or she submits to the third party for reimbursement.

c) The employee must also certify that he or she must not seek reimbursement beyond the limits established by county policy or collective bargaining agreement, that the employee must not seek reimbursement from the county for expenses paid by the third party and must not accept personal travel benefits.

E. Travel to communities bordering the county of Becker (i.e., Fargo, etc.) does not require out-of-state approval. Travel to border communities is treated as in-state travel and expenses are reimbursed in accordance with labor agreements, compensation plans, county rules and policies and procedures applying to in-county travel. All requests for travel will be submitted to the Board of Commissioners. Such requests should be made in writing, using the *Training Request Form*, with an accurate estimate of all costs, details of the planned travel including benefits to the organization.

F. Whenever possible, requests for attendance at such meetings shall be submitted when departmental annual budgets are presented to the Board of Commissioners.

G. Individuals will be reimbursed for reasonable costs of mileage, meals (maximum reimbursement amounts per meal, may be established annually) and lodging incident to approved attendance at all schools, conferences, workshops, and meetings when the site of said meetings are located out of state. Airline travel costs shall be based on coach or similar type arrangement.

H. One day travel to any bordering state contiguous to Becker County is exempt from requirements.

G. Employees and elected officials will be reimbursed for reasonable expenses incurred while conducting County business out of state. No expenses shall be reimbursed unless said expenses are submitted on the *Expense Reimbursement Claim Form* and must be submitted to the Auditor/Treasurer's office after approval is received/signed off by the employee and Department Head; along with paid detailed receipts, or appropriate validating documents except that approved mileage may be reimbursed at the rate authorized by the Board without documentation.



Employee Name and Department:			Name(s) and Title(s) of Employee(s) Making Trip: **Complete the back of this form if travel expenses will be paid directly or reimbursed to an employee by a third party**		
Name of Event:					
Location of Event:					
Date(s) and Time(s) of Event:					
Date of Request:	Departure Date:	Return Date:			
Mode of Travel:	<input type="checkbox"/> Air	<input type="checkbox"/> Private Automobile	<input type="checkbox"/> Rail		
	<input type="checkbox"/> Bus	<input type="checkbox"/> Motor Pool Vehicle	<input type="checkbox"/> Other		
Itemized cost of trip:			Justification for trip (explain in detail):		
1. <b>FARE</b> (round trip)			--why trip is in best interests of the state		
2. <b>LODGING</b> nights @ per night			--what reports and/or workshops will be generated as a result of the trip		
3. <b>MEALS</b> days @ per day					
4. <b>OTHER</b> (specify)					
TOTAL ESTIMATED COST			\$0.00		

REQUESTED BY:		APPROVED IN THE AMOUNT OF	
_____	_____	\$ _____	
Employee	Date		
_____	_____	_____	_____
Supervisor	Date	Department Head	Date

Complete the following if travel expenses will be paid directly or reimbursed to the employee by an outside organization (third party):

Expenses will be (choose one or both):

- ☐ Paid directly by the third party.
- ☐ Reimbursed to the employee by the third party.

Name of the third party responsible for the expense(s):

List the expense(s) the third party is responsible for:

I declare that I will not seek reimbursement beyond the limits established in the county's travel policy or my collective bargaining agreement/compensation plan. I will not accept personal travel benefits. I will not seek reimbursement from Becker County for any expenses either reimbursed by or directly paid by a third party.

\_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
Supervisor Signature Date

\_\_\_\_\_  
Department Head Signature Date

### 13.3 Medical Certification

A Department Head along with Human Resources ~~A department head~~ may require a doctor's certificate stating the ~~nature and~~ duration of the illness before the employee is paid for the Sick or Safe leave. A department head and/or Human Resources may also require a doctor's certificate stating that the employee is able to return to work following an injury or illness where the employee's abilities may have been impaired.

### 13.4 Continuation of Benefits for Sick Leave

To the extent that the employee makes use of Sick leave as provided herein, the employee shall not suffer any loss of seniority, vacation, or other fringe benefits as provided by County employment. For any paid leaves of absence or absence due to work-related injury, the employer will continue to pay its share of the employee's health and medical insurance ~~premium for the duration of approved leave. for a maximum of one year.~~

### 13.5 Extended Leave - Injury/Disability:

- 13.51 **General Conditions:** An unpaid leave of absence for sickness, disability, or work-related injury may be granted to an employee who has used all his/her accumulated Sick leave and vacation benefits approved by department head subject of appeal to the Human Resource Department.
- 13.52 **Maximum Leave Period:** An unpaid leave of absence for sickness, disability, or injury shall be provided only for a period of time a doctor certifies that the employee is unable to work. The maximum period for Sickness, disability, or work-related injury shall generally be six (6) months, with any extension requested to be reviewed on an individual basis by the Human Resource Department. For purposes of maternity and childbirth, a disability period shall not cover prenatal preparations nor child rearing.
- 13.53 **Compensation and Benefits:** Employees who are on a medical leave of absence as a result of work-related injuries shall continue to be covered by group life and health insurance benefits as provided for in these regulations. Employees shall not be entitled to normal salary compensation nor payment for any holidays observed during the leave of absence. Any seniority privileges shall continue to be recognized only during the period that the employee is on an employer paid leave of absence, exclusive of any

payments made through insurance benefits or Workers' Compensation.

## **14.0 LEAVE OF ABSENCE WITHOUT PAY**

### **14.1 Medical Leave**

It is the policy of Becker County to grant a medical leave of absence without pay to employees for personal, physical, or mental illness, maternity, injury, or chemical dependency treatment.

14.11 **Eligibility:** An employee must be in a regular position.

14.12 **Authorization:**

- a. The employee shall submit a written request for a medical leave of absence to **the Human Resources Department head** at the earliest possible date.
- b. **Human Resources along** with the Department Head shall be responsible for approving requests for medical leave of absence.
- c. The employee may be required to submit a physician's written statement citing that the employee is unable to work due to a personal, physical, or mental illness or injury or treatment of chemical dependency and the projected date or return to work.

14.13 **Length of Leave:** A medical leave of absence may be granted for a maximum of twelve (12) months.

14.14 **Effect on Benefits and Leaves:**

- 1.) Health insurance coverage may be continued for a maximum of eighteen (18) consecutive calendar months if the employee makes full premium payments to the Auditor's office one month in advance of the coverage.
- 2.) Pension benefits shall discontinue during an unpaid leave of absence.
- 3.) Sick leave shall not accrue during an unpaid leave of absence.
- 4.) Vacation shall not accrue during an unpaid leave of absence.

- 5.) Holidays shall not accrue during an unpaid leave of absence.
- 6.) Seniority shall not accrue during an unpaid leave of absence.
- 7.) The employee's salary review date shall be moved according to the length of the unpaid leave of absence. (This would not apply to a leave of absence of less than twenty (20) working days.)

**14.15 Reinstatement and Termination During a Medical Leave of Absence:**

- 1.) Prior to returning to work from a medical leave of absence, the employee shall provide a physician's statement that the employee is able to return to work and perform the duties of the position.
- 2.) An employee returning to work from an authorized leave shall be reinstated to the original position.
- 3.) An employee exceeding the authorized leave period without giving proper notice shall be dismissed.

**14.2 Personal Leave**

It is the policy of Becker County to grant employees a personal leave of absence for personal matters of importance and necessity.

**14.21 Eligibility:** An employee must be in a regular position.

**14.22 Authorization:**

- 1.) An employee shall submit a written request for a personal leave of absence indicating the reason and the projected date of return to work to the **department head and/or Human Resource Department** at the earliest possible date.
- 2.) The Human Resource Department shall be responsible for final approval of requests for personal leaves of absence.
  - A.) A personal leave of absence shall be granted only if an employee has exhausted all available vacation.
  - B.) The department head shall consider the importance or necessity of the request.

C.) The department head shall consider the work load and staffing of the department prior to approving the request.

D.) The department head shall consider the employee's length of employment and attendance record.

E.) A leave of absence shall not be granted to an employee who has secured employment other than for the County of Becker

F.) A six (6) month personal leave of absence may be granted to an employee for personal injury, physical or mental illness, maternity, or chemical dependency.

3.) Authorized requests shall be filed in the employee's personnel file.

4.) Authorization for personal leave of absence is tentative. The department head may contact the employee to return to work within a reasonable amount of time prior to the end of the authorized leave period.

14.23 **Length of Leave:** A personal leave of absence may be granted for a maximum of one (1) year.

14.24 **Effects of Benefits and Leaves:** Refer to "Medical Leave of Absence Without Pay. Effects on Benefits and Leaves."

14.25 **Reinstatement and Termination During a Personal Leave of Absence:** Refer to "Medical Leaves of Absence Without Pay, Reinstatement and Termination, etc."

### 14.3 Military Leave Without Pay

14.31 **Policy Statement:** It is the policy of Becker County to grant a leave of absence without pay to an employee engaged in active service, in time of war, other emergency, or for required reserve training in the military or naval forces of the United States in accordance with M. S. 192.261.

14.32 **Notification:** The employee must present a copy of the orders to the department head and Human Resource Department.

### 14.4 Parental Leave:

The County will allow the employees, regardless of the number of children, a total leave time of sixteen (16) hours of unpaid leave per year to attend conferences or activities at

their children's child care, pre-school, special education or other early childhood programs.

## **14.5 Family and Medical Leave Policy**

General Statement of Policy: In accordance with the Family and Medical Leave Act, Becker County will grant job protected unpaid family and medical leave to eligible male or female employees for up to twelve (12) weeks per twelve (12) month period for any one or more of the following reasons or up to 26 weeks per twelve month period for a military caregiver:

- A. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care where such leave is taken within the twelve (12) month period following the child's birth or placement with the employee; or
- B. In order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition; or
- C. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.
- D. Qualifying Exigency Leave: Leave for a qualifying exigency when an employee's spouse, child or parent is on active duty or is notified of an impending call to active duty in the Armed Forces. A qualifying exigency may include short notice deployment, military events or related activities due to deployment, child care and legal arrangements due to deployment, financial and legal arrangements due to deployment, rest and recuperation related to active duty or post deployment activities related to return from active duty.
- E. Military Caregiver Leave: 26 weeks of unpaid leave during one twelve (12) month period to care for a spouse, child, or parent or next of kin who was/is a service member undergoing medical treatment, recuperation or therapy, is in outpatient status or is on the temporary disabled retired list for a serious injury or illness incurred in the line of duty while on active duty. The employee is entitled to a total of 26 workweeks of unpaid leave during a single 12-month period.

### **14.51 Definitions:**

- A. Twelve (12) month period: ~~A rolling twelve (12) month period measured from first day leave begins backward from the date leave is taken and continuous with each additional leave day~~



~~taken~~. (For purpose of military caregiver leave: a twelve month period starting from the first day leave begins.)

- B. Spouse: A husband or wife as defined or recognized under state law for purposes of marriage. This term does not include unmarried domestic partners. If both spouses work for the County, their total leave in any twelve (12) month period may be limited to an aggregate of twelve (12) weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a Safe parent.
- C. Child: An employee's biological, adopted, foster or stepchild legal ward, or a child of a person standing in loco parentis, for whom the employee has actual day-to-day responsibility for care who is under eighteen (18) years of age, or is eighteen (18) years of age or older and is incapable of self-care because of a mental or physical disability. (For purpose of military caregiver leave: no age or physical disability restrictions apply.)
- D. Parent: The biological parent of an employee or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents "in law".
- E. Next of Kin: 1) Blood relative designated by the service member for purposes of military caregiver leave. 2) If no designation has been made, it is the next nearest relative (other than spouse, parent, son or daughter)
- F. Serious health condition: An illness, injury, impairment, or a physical or mental condition that requires continuing care by a licensed health care provider.
  - 1. In-patient care; or
  - 2. Any period of incapacity requiring absence from work for more than three (3) calendar days and that involves:
    - a.) one (1) treatment by a healthcare provider within 7 days of incapacity, with a continuing regimen of treatment or
    - b.) two (2) treatments by a healthcare provider within 30 days of incapacity. The first treatment must occur within 7 days of incapacity and involve an in-person visit; or
  - 3. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition that includes at least two (2) visits to a healthcare provider per year; or

4. Prenatal care by a health care provider.
- G. Intermittent leave: Leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks.
- H. Reduced leave schedule: A leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

#### 14.52 **Coverage and Eligibility**

To be eligible for family/medical leave an employee must:

1. Work at a work site where fifty (50) or more employees are working within seventy-five (75) miles of the work site.
2. Have worked for the County for at least twelve (12) months; and
3. Have worked at least one thousand two hundred fifty (1,250) hours over the previous twelve (12) months.

#### 14.53 **Intermittent or Reduced Leave**

- A. An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when "medically necessary."
  1. "Medically necessary" means that there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.
  2. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment.

- B. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the County's consent.
- C. For part-time employees and those who work variable hours, the family and medical leave entitlement is calculated on a pro rata basis. Weekly average of the hours worked over the twelve (12) weeks prior to the beginning of the leave should be used for calculating the employee's normal work week.

#### 14.54 **Unpaid/Paid Leave**

- A. When a leave qualifies under FMLA, the employee's paid and unpaid time off will be counted against FMLA. The employee will be required to use all eligible paid leave concurrently with their approved FMLA leave. After all eligible paid leave is used the FMLA leave will be unpaid.

#### 14.55 **Notice Requirements**

- A. An employee is required to give thirty (30) days notice in the event of a foreseeable leave and for Military Caregiver Leave. A Request for Family/Medical Leave form should be completed by the employee and returned to the Human Resource Department.

In unexpected or unforeseeable situations, an employee must:

- 1) Respond to the employer's request to explain why the notice was less than 30 days.
- 2) Provide Notice as soon as practicable and follow the department's normal call-in procedures.

- A. Military Exigency Leave:

- 1) Employees must provide notice as soon as practicable.
- 2) Employee must provide active duty orders and signed statement supporting leave.

- C. If an employee fails to give thirty (30) days notice for a foreseeable leave with no reasonable excuse for the delay, the leave may be denied until thirty (30) days after the employee provides notice.

#### 14.56 **Medical Certification**

- A. For leaves taken because of the employee's or an immediate family member's serious health condition, the employee must submit a completed Physician or Practitioner Certification form and return the Certification to the Human Resource Department. Medical certification must be provided by the employee within fifteen (15) days after it is requested, or as soon as is reasonable possible.
- B. For Military Caregiver Leaves, an employee must provide certification from an authorized healthcare provider or copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to a member of the serviceman's family.
- C. The County may require a second or third opinion (at its own expense) , periodic reports on the employee's status and intent to return to work, and a fitness-for-duty report to return to work.
- D. All documentation related to the employee's or family member's medical condition will be maintained in a separate medical records file and treated as confidential medical records.

#### 14.57 **Effect on Benefits**

- A. An employee granted leave under this policy will continue to be covered under the County's group plans unless they elect to discontinue insurance coverage. The County will continue to pay the County's portion of the employee premiums for their health insurance plan, core life insurance plan, and core long-term disability plan. Any additional premiums will be the employee responsibility.
- B. Employee contributions will be required either through payroll deduction or by direct payment to Becker County. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. Employee contribution amounts are subject to any change in rates that occurs while the employee is on leave.
- C. If an employee's contribution is more than thirty (30) days late, the County may terminate the employee's insurance coverage.
- D. If the County pays the employee contributions missed by the employee while on leave, the employee will be required to reimburse the Employer for delinquent payments (on a payroll

deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments.

- E. If the employee fails to return from unpaid family/medical leave for reasons other than:
  - 1. The continuation of a serious health condition of the employee or a covered family member; or
  - 2. Circumstances beyond the employee's control (certification required within thirty (30) days of failure to return for either reason),

The County may seek reimbursement from the employee for the portion of the premiums paid by the County on behalf of that employee during the period of the leave.

- F. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose seniority or benefits accrued prior to the leave.

#### 14.58 **Job Security**

- A. If the employee returns to work within twelve (12) weeks following a family/medical leave, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority.
- B. The employee's restoration rights are the same as they would have been had the employee not been on leave. If the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.
- C. If the employee fails to return within twelve (12) weeks following a family/medical leave, the employee will be reinstated to his/her same or similar position, only if available, in accordance with applicable laws. If the employee's same or similar position is not available, the employee may be terminated.

#### 14.59 **Length of Leave**

- A. The twelve (12) week period, or four hundred eighty (480) hours (pro rated for part-time) if leave is intermittent or on a reduced work schedule, begins the first day that FMLA leave is used. FMLA may be up to 26 weeks for a family member (as defined above) under the military caregiver leave.
- B. The County may cancel an FMLA leave at any time that employee utilizes the leave for purposes other than stated when the leave was granted. An employee may cancel a FMLA leave ~~and return to work if medically cleared.~~ ~~with the approval of their supervisor.~~

#### **14.6 Special Conditions for Short Term Unpaid Leave:**

An employee may receive unpaid time off from work for special conditions under one of the following scenarios/conditions:

Employee is not eligible for Safe leave or vacation due to a probationary status; the request for vacation and/or Safe leave is in excess of present accrual; the request is under the inclement weather policy

The following Conditions will apply:

- A. The leave must not exceed 80 hours within a calendar year;
- B. An employee will not lose longevity or be prorated on health insurance;
- C. The leave is subject to prior approval by the Department Head and the Human Resource Director or their designees; (In instance of inclement weather approval will be based on the inclement weather policy)
- D. If an employee is absent from work for more than 80 hours the employee will be charged directly for hospitalization and insurance costs.

#### **14.7 Inclement Weather Policy**

All County employees are encouraged to avoid unnecessary risk to their personal safety when traveling to or from their place of work. Those employees not defined as “essential employees” under the Minnesota Public Employment Labor Relations Act,

and not performing highway maintenance duties, may choose not to report to work, or to leave work early, as weather conditions require in the interest of their personal safety. This absence from work requires Department Head or Supervisor approval, prior to or after the fact.

Those employees who are unable to safely report to work, as provided above, whether or not the Courthouse is closed, may select one or more of the following ways to account for their normal work hours missed, subject to the approval of their Department Head or Supervisor:

- A. By utilizing a corresponding number of hours of accrued vacation leave; or,
- B. **By Utilizing Safe and Sick leave if the employees' daycare/school is closed.**
- C. **By utilizing the prior approved work from home if the position allows.**
- D. By utilizing a corresponding number of hours of accrued compensatory time (accrued overtime); or
- E. By making up the hours within the work week during which the time was missed, on an hour for hour basis, performing productive work, subject to the approval of the employee's supervisor; or,
- F. ~~When roads/highways are closed or snowplowing operations have been called off by the police chief, sheriff department, Highway Patrol office or state officials, an employee may, upon their request, take unpaid leave for up to sixteen (16) hours for time not work because of such road closures.~~

# BECKER COUNTY BOARD OF COMMISSIONERS

# RESOLUTION #08-23-1D

## Full-Time Deputy Position

**WHEREAS**, there is a need to fill a full-time deputy position due to vacancy.

**NOW THEREFORE BE IT RESOLVED.** That the Board of County Commissioners of Becker County, Minnesota, approves to hire a full-time deputy position through the normal hiring process and if this position creates a vacancy, then to fill that position using the most recent internal/external list or to re-advertise if necessary.

Duly adopted this 1<sup>st</sup> day of August 2023, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS  
Becker County, Minnesota

ATTEST:

<u>/s/</u>	Pat Oman	<u>/s/</u>	Barry Nelson
	Pat Oman		Barry Nelson
	County Administrator		Board Chair

State of Minnesota )  
 ) ss  
County of Becker )

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held August 1, 2023, as recorded in the record of proceedings.

Pat Oman  
County Administrator



## 2024 Transit Grant Contracts and Agreements

Page 93 of 131

**BECKER COUNTY BOARD OF COMMISSIONERS**  
**RESOLUTION 08-23-1C**  
**Lease Approval**

**WHEREAS**, Becker County and Becker County Transit enter into a lease agreement; and

**WHEREAS**, Becker County Transit will lease space in the Becker County Highway Building; and

**WHEREAS**, the lease agreement will be updated as needed to meet State and Federal leasing requirements; and

**NOW THEREFORE BE IT RESOLVED.** That the Board of County Commissioners of Becker County, Minnesota, approves the lease agreement between Becker County and Becker County Transit.

Duly adopted this the 1<sup>st</sup> day of August 2023, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS  
Becker County, Minnesota

ATTEST:

/s/ Pat Oman \_\_\_\_\_  
Pat Oman  
County Administrator

/s/ Barry Nelson \_\_\_\_\_  
Barry Nelson  
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 August 1<sup>st</sup>, 2023, as recorded in the record of proceedings.

\_\_\_\_\_  
Pat Oman  
County Administrator

## COMMERCIAL FACILITY LEASE AGREEMENT

**THIS FACILITY LEASE AGREEMENT** (this "Lease") made this 1st day of August 2023 (the "**Effective Date**") is by and between **Becker County**, a statutory county under the laws of the State of Minnesota with a registered address of 915 Lake Avenue, Detroit Lakes, MN 56501 (hereinafter "**Lessor**") and **Becker County Transit**, with an address of 915 Lake Avenue, Detroit Lakes, MN 56501 (hereinafter "**Lessee**").

Whereas, Lessor is the owner of the building on lands owned by Lessor, known as the Becker County Highway Department building; and

Whereas, the Minnesota Department of Transportation requires a lease agreement between Becker County Transit and Becker County to facilitate that reimbursement; and

Whereas, Minnesota Department of Transportation is providing lease reimbursement to Becker County Transit thru its yearly operating grants, and

Whereas, Lessee is desirous of renting a building together with fixtures and personal property located therein all in accordance with terms and conditions of this agreement.

Now, Therefore, in consideration of the foregoing, and upon the mutual-agreeable terms and conditions herein, the parties agree as follows:

1. Lessor does hereby lease unto Lessee and Lessee does hereby rent from Lessor the Becker County Highway Building described in "Exhibit A", hereinafter referred to as "Leased Premises" together with access thereto.
2. The Leased Premises is approximately 54,044 square feet, including 1,710 square feet of covered storage attached to the building. This Lease is designed to encompass the entirety of this area. Lessee's use of Leased Premises shall include the storage of eight ("8") Transit buses, two office spaces, training room, restrooms, locker rooms, a wash bay, designated employee parking areas, and all common areas.
3. In addition to the Leased Premises described above, Lessee shall also be entitled to use property owned by Lessor located on the Leased Premises including but not limited to, wash bay, kitchen facilities, internet, desks, chairs, filing cabinets, shelving, tables, training room, conference room, audio and video equipment, storage areas, shovels, remotes for overhead doors, waste receptacles, telephone system, and cleaning equipment.
4. The bus storage area will consist of eight ("8") Transit Buses stalls, storage for supplies, battery charger, floor creeper, chemical storage (antifreeze, engine oil, power steering and brake fluid, cleaning supplies), tools, shovels, ice scrappers, workbench, vacuum, shelving, and supplies used in the operation of a public transit bus service.

5. The term of the Lease shall commence on August 1, 2023, and will terminate on December 31, 2028, unless otherwise cancelled by either party in writing, as set forth in this Lease.
  - a. Cancellation – This lease may be cancelled by either party by providing a 120-day written notice.
6. Lessee shall pay to Lessor as rent under this Lease Agreement monthly installments, commencing on August 1, 2023, and due and payable in equal amounts each month thereafter. Lessee's rent amount will be reviewed yearly and adjusted as necessary depending on the amount of funding provided by the Minnesota Department of Transportation. A Lease comparison will be completed in year three to compare leases costs of the area and other transit agencies.
7. Lessee shall not use or permit the Leased Premises or any part thereof to be used for any purpose or purposes other than the operation of Public Transportation provided by Becker County Transit.
8. The cost of the Lease shall include all costs of insurance associated with the building and property, snow removal, utilities, electricity, water and sewer, heat, garbage removal and any other utilities that are used on or about the Leased Premises.
9. Lessee shall not sublet any portions of the Leased Premises to a third party.
10. Lessee shall not cause any nuisance or waste on the Leased Premises.
11. **INDEMNIFICATION.** Each party shall indemnify, defend, and hold the other harmless from and against any and all injury, loss, claims, damages, liability, costs and expenses, including reasonable attorney's fees, in connection with loss of life, personal or bodily injury, damage to property or the like arising to out of or in any way related to the use or occupancy of the Facilities, to the extent such matters are based upon the negligence or other acts or omissions of a party. The obligations of Lessee and Lessor under this Section shall survive any termination of this Lease.
12. **HOLDING OVER.** Any holding over after the expiration of the Term, with or without the consent of the Landlord, shall be construed as a tenancy from month-to-month and shall otherwise be on the terms and conditions herein specified, so far as applicable.
13. **WAIVER OF DEFAULT.** The waiver by a party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of that term, covenant, or condition herein. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any existing or preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding or existing breach at the time of acceptance of such rent. No covenant, term or condition of this Lease

shall be deemed to have been waived by a party, unless such waiver is in writing signed by such party.

14. **NOTICES.** Any notice, demand, request, or other instrument required to be given under this Lease shall be delivered in person or sent by United States certified mail, postage prepaid, return receipt requested, and shall be addressed at the address below stated or at such other address as it may designate by written notice to the other party. Notice delivered in the form of such mail shall be deemed when deposited in the mail system. Notice delivered via electronic transmission shall be deemed delivered upon receipt by the recipient.

Lessor: Becker County  
c/o Patry Oman, County Administrator  
915 Lake Ave.  
Detroit lakes, MN 56501

Lessee: Becker County Transit  
c/o Kevin Johnson, Supervisor  
915 Lake Ave.  
Detroit Lakes, MN 56501

15. **ENTIRE AGREEMENT.** This Lease and the exhibits now or hereafter attached (as provided herein) and forming a part hereof, set forth all the covenants, promises, agreements, conditions, or understandings, either oral or written, with respect to the subject matter hereof. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by both parties.
16. **SEVERABILITY.** If any terms, covenant or condition of this Lease shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those in respect to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
17. **CONTINUING OBLIGATIONS.** Whether specifically identified or not, the obligations of the parties under this Lease which by their nature or content would continue beyond the expiration or termination of this Lease shall survive any expiration or termination of this Lease.
18. **DELIVERY.** This Lease may be executed in counterparts, each of which shall be considered one and the same agreement and shall become effective when all such counterparts have been signed by each of the parties and delivered to the other parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date below.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

Patry Oman  
Becker County Administrator  
obo Lessor

---

Kevin M. Johnson  
Supervisor – Becker County Transit  
obo Lessee

Approved as to form:

---

Brian W. McDonald, Becker County Attorney

Assumption - Becker County Transit Space Needs (Lease)

Use	Square Footage	Note	Bid Estimate	Total Sq. Ft. in building	Funding
Staff Office Space	368	Dedicated Space - 2 offices needed: 1 for Coordinator and 1 for 2 people to person dispatch office (1 @ 12x12 and 1 @ 12x24)	\$ 91,344		Operating Grant
Bus Garage	7776	Dedicated Space - 8 total bus stalls to include open storage needs	\$ 920,320		Operating Grant
Total Operating Grant	10,374		\$ 1,011,664		
Locker	150	Assume needed 12 lockers	\$ 36,900		Becker-Inkind
Restroom	166	Assume 25% share of total space needed for Transit based on Staff	\$ 40,836		665 Becker-Inkind
Multi-Purpose Space	390	Assume 25% share of total space needed for Transit based on Staff	\$ 95,940		1,558 Becker-Inkind
Washbay	623	Assume 25% share of total space needed for Transit based on Vehicle Usage	\$ 153,258		2,492 Becker-Inkind
Entrance / Lobby	67	Assume 25% share of total space needed for Transit staff / customers	\$ 65,436		266 Becker-Inkind
Total	1,395	Total building SQ Footage needed for Transit	\$ 392,370		
		Becker County - Inkind	392,370.00		
		Transit - Operating Grant	1,011,664.00		
		Land / Assessments assume 20% share of total site	\$ 62,500.00		250,000.00
		Assume 25% cost share for dirt work (25% of 150K)	\$ 37,500.00		150,000.00
		Total Bid / Cost to Construct	\$ 100,000.00		

Notes

County Seeks to Develop Rent Based on Dedicated Space  
County proposes to provide inkind rent for shared space as local share

Legal Name: Becker County Transit

5311 Operating Budget

Contract Period: 1-1-2020 through 12-31-2021

Biennial Contract: \$1,106,000

Federal Contract: 1035578

MN Contract: MN-2019-018-00

Bus related space

Warm storage → 81' x 96' = 7776 s.f.  
washbay usage = 623 s.f.  
8399 s.f. x \$6/s.f. = \$50,394

Office related space

368 + 150 + 166 + 390 + 67 = 1142 s.f. x \$13/s.f. = \$14,846  
\$65,240

Annual  
Lease  
Rate

Annual  
Lease

### RAC Per Diems 2023

<b>RAC MEMBERS</b>	<b>RT MILES</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Mileage total</b>	<b>Mileage \$</b>	<b>Meeting Per Diem Total</b>	<b>TOTAL</b>
<b>Karen Mulari District 1</b>												
<b>Paige Perry District 2</b>	-											
<b>Hank Ludtke District 3</b>												
<b>Del Bergseth District 4</b>												
<b>VACANT District 5</b>												
<b>Phil Hansen MAL</b>												
<b>VACANT MAL</b>												

**2023 Mileage Rate 0.655 cents per mile**

**Meeting Per Diem Rate:**

**2023 \$40 meeting**





# BECKER COUNTY

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7311

## MEMORANDUM FOR ACTION

Date: August 1, 2023

SUBJECT: Recreational Advisory Committee (RAC) Per Diem Rates

TO: Becker County Board of Commissioners/Finance Committee

1. Discussion: Establish RAC members per diem meeting rate and mileage rate and where per diem reimbursement funds will be distributed from.
2. Funding: Parks and Recreation
3. Action request: Approve Meeting Per Diem Rate at \$40.00 per meeting and current mileage rate at \$0.655/mile for RAC Members.
4. The point of contact for this memorandum is Mitch Lundeen/Steve Skoog

Distribution: Board of Commissioners, County Administrator



# BECKER COUNTY BUD CAPPING QUOTE 2023

2023 BC

Quotes due July 20, 2023 at 3:00PM

This is a Total Bid Price Quote. Contract will be awarded on total bid of all tracts.

Tract	Legal Description	Completion Date	Estimated Acres	Cost Per Acre
BC-23-01	SWNE S 7 139-36		10.0	75.60
BC-22-02	SWNW, NWSW S20 142-37 SESE S 19 142-37		16.6	67.20
BC-23-03	WNW S23 139-36		23.0	75.60
BC-23-04	NENW S 8 140-36		4.6	67.20
BC-23-05	SESE S 14 141-38		15.0	50.40
BC-23-06	WSE S 29 142-37		18.8	50.40
BC-23-07	NSE, NESW S 33 142-37		23.8	58.80
BC-23-8	SENE, NWSE S17 142-37		25.7	42.00
BC-23-9	SWSW S 9 142-37 NWNW S 16 142-37		13.4	42.00
BC-23-10	NWNW S 16 142-37		19.9	75.60
BC-23-11	NWSW S 3 142-37 NESE S 4 142-37 NENE S9 142-37 NWNW S 10 142-37		22.1	42.00
BC-23-12	WSE S 19 142-37		20.0	50.40
BC-23-13	SE, ESW S 26 142-38 SENE S 27 142-38		61.0	50.40
BC-23-14	ESE, SENE S 2 141-38		47.2	58.80
QUOTE TOTAL FOR ALL TRACTS				\$ 17,955.04

Date 7/19/23

Signature Carlos Aguilar

Title Owner

Printed Name Carlos Aguilar

Company Name New Eco, LLC

### 2023 Bud Capping Bid Results:

Bidder	Total Costs
NEW ECO LLC (Low Bid)	\$ 17,955.04
THOMAS FORESTRY	\$ 19,021.46

### 2020-2023 Bidder Results

Company	Year	Seedlings Capped	Acres	Total Costs
Northwoods Forestry	2020	212,800	294	17,640.00
Northwoods Forestry	2021	251,600	349.2	21,384.77
New ECO, LLC	2022	263,140	368	20,855.70
	<b>2023</b>	<b>213,750</b>	<b>321.1</b>	



# BECKER COUNTY

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7311

## MEMORANDUM FOR ACTION

Date: August 1, 2023

SUBJECT: Award 2023 Bud Capping Contract

TO: Becker County Board of Commissioners/Finance Committee

1. Discussion: NRM received two bids for bud capping (tree browse protection) in 2023.
2. Funding: Resource Development Fund
3. Action request: Approve low bid to NEW ECO LLC at \$17,955.04.
4. The point of contact for this memorandum is Mitch Lundeen/Steve Skoog

Distribution: Board of Commissioners, County Administrator



# BECKER COUNTY BUD CAPPING QUOTE 2023

Quotes due July 20, 2023 at 3:00PM

This is a Total Bid Price Quote. Contract will be awarded on total bid of all tracts.

Tract	Legal Description	Completion Date	Estimated Acres	Cost Per Acre
BC-23-01	SWNE S 7 139-36	10/16/23	10.0	799.00 = 79.90
BC-22-02	SWNW, NWSW S20 142-37 SESE S 19 142-37	10/16/23	16.6	1182.00 = 71.20
BC-23-03	WNW S23 139-36	10/16/23	23.0	1640.00 = 71.30
BC-23-04	NENW S 8 140-36	10/16/23	4.6	335.52 = 72.94
BC-23-05	SESE S 14 141-38	10/16/23	15.0	701.00 = 46.73
BC-23-06	WSE S 29 142-37	10/16/23	18.8	999.98 = 53.19
BC-23-07	NSE, NESW S 33 142-37	10/16/23	23.8	1501.74 = 63.10
BC-23-8	SENE, NWSE S17 142-37	10/16/23	25.7	1233.65 = 48.00
BC-23-9	SWSW S 9 142-37 NWNW S 16 142-37	10/16/23	13.4	606.20 = 45.24
BC-23-10	NWNW S 16 142-37	10/16/23	19.9	1701.33 = 85.49
BC-23-11	NWSW S 3 142-37 NESE S 4 142-37 NENE S9 142-37 NWNW S 10 142-37	10/16/23	22.1	989.45 = 44.77
BC-23-12	WSE S 19 142-37	10/16/23	20.0	1206.13 = 60.31
BC-23-13	SE, ESW S 26 142-38 SENW S 27 142-38	10/16/23	61.0	3130.40 = 51.65
BC-23-14	ESE, SENE S 2 141-38	10/16/23	47.2	2975.56 = 63.04
QUOTE TOTAL FOR ALL TRACTS				\$19021.46 = 59.22/acre

Date 7/16/23

Signature Amy Thomas

Title General Manager

Printed Name Amy Thomas

Company Name Thomas Forestry

Address 682 Swenson Rd SE  
Bemidji MN 56601

Telephone 218 407 7286

E-mail contact @ ThomasForester.com

## Capital Improvement Expenditure Request Form

Date Requested: August 4, 2023

Department: Highway

Department Head: Jim Olson, P.E.

Capital Improvement Request: Purchase TV's and wall mounts for new Public Works Building, conference room.

Request Amount: not to exceed: \$4000.00 (2 TV's) \$400 (2 wall mounts)

### EXPLANATION OF THE REQUEST

Purpose/Need: To purchase the necessary TV's and wall mounts for the new Public Works Facility.  
\_\_\_\_\_

Savings Achieved (Dollar Amount/Time/ Efficiency): \_\_\_\_\_  
\_\_\_\_\_

Are There Sufficient Funds In Your Budget? Requesting to use Special General Funds for payment.

Was This In Your 5-Year Capital Improvement Plan? n/a  
\_\_\_\_\_

Action Taken (*If different than request*): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Request Completed: \_\_\_\_\_

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



Real People. Real Solutions.

3168 41st Street South  
Suite 2  
Fargo, ND 58104

Ph: (701) 566-5339  
Fax: (701) 566-5348  
Bolton-Menk.com

July 28, 2023

Kyle Vareberg  
Becker County  
915 Lake Avenue  
Detroit Lakes, MN 56501

RE: Comprehensive Land Use Plan, Zoning/Subdivision Ordinances Updates

Dear Kyle:

Becker County values balancing growth, supporting economic development, protecting natural resources, and providing efficient and well-maintained public infrastructure. Bolton & Menk, Inc. shares these values as we believe all people should live in safe, sustainable, and beautiful communities. Since the last comprehensive plan was adopted in 2003, the county's population has grown by nearly 50 percent, and it has seen economic changes and challenges due to the pandemic, local tourism, low unemployment, and shortage of workforce housing. The county is updating its Comprehensive Land Use Plan and Zoning and Subdivision Ordinances to ensure that it has clear direction for making future land use decisions. We are excited to present a team with the experience and expertise to help the county develop its vision for the future and plan for resilient communities.

**ROBUST PUBLIC ENGAGEMENT** – Our approach is to provide an open, transparent, and collaborative process that engages a wide range of county stakeholders. We have proposed a comprehensive engagement plan that uses both online and in-person strategies. We will prepare a detailed public engagement plan within one month of executing a contract and work closely with county staff to refine and implement it over the course of the project.

**INNOVATIVE TOOLS AND SOLUTIONS** – Our approach leverages state-of-the-art technologies such as GeoPlanner to model development scenarios, Story Maps to engage the community, and INPUTiD™ to collect input in an accessible and interactive manner. Furthermore, we have a multi-disciplinary, solutions-based team of planning, engineering, funding, transportation, and environmental experts.

**HOUSING AND ECONOMIC DEVELOPMENT** – Lead planner, Mojra Hauenstein, is an expert in economic development and housing initiatives and has led several recent housing studies for the Cities of International Falls and Winnebago. In fact, both Mojra and Robin Cauffman were keynote speakers for Itasca County's recent Build North Housing Conference, where they facilitated a discussion about housing solutions and resources. Check out the Story Map they used instead of a PowerPoint to create a more interactive conversation: Build North (<https://storymaps.arcgis.com/stories/ad16bd6ba88b4d49a29bedd08c3ed1a5>)



Name: Kyle Vareberg

Date: July 28, 2023

Page: 2

We are excited at the opportunity to complete Becker County's Comprehensive Land Use Plan, Zoning Code and Subdivision Ordinances Updates. Robin Caufman will serve as your lead client contact and project manager. Please contact her at 320-402-0854 or [Robin.Caufman@bolton-menk.com](mailto:Robin.Caufman@bolton-menk.com) if you have any questions regarding our proposal.

Respectfully submitted,

**Bolton & Menk, Inc.**

A handwritten signature in blue ink that reads "Robin Caufman". The signature is written in a cursive, flowing style.

**Robin Caufman**

Project Manager and Public Engagement Lead

# PROJECT UNDERSTANDING

Becker County, nestled in west central Minnesota, is home to 35,000 people and 400 lakes as well as fertile farmland and rich history and culture. Becker has many state parks and national wildlife refuges within its boundaries, this allows them to have trails, parks and an annual “Festival of Birds” in Detroit Lakes. Snowmobiling is a popular activity in Becker as there are over 250 miles of snowmobile trails in the county. The county also has local bars and restaurants with lake views and great food. There are shopping opportunities in historic downtowns. The Historic Holmes Theater provides a lively arts and cultural scene as do other events such as the Ice Palace Royal Courtyard in winter with its illuminated sculptures. The area is also rich in Ojibwe culture and host to native cultural events.

U.S. Highway 10 runs through Becker County and provides convenient access for residents to the workforce centers in the nearby cities of Fargo, ND, and Moorhead, MN. This transportation corridor strengthens the county’s connectivity and enhances its appeal as a place to live and work. The county has experienced steady economic growth as well as changes in demographics over this same period. However, the county has also faced economic changes and challenges due to the pandemic, local tourism, low unemployment, and shortage of workforce housing. Updating the Comprehensive Land Use Plan and Zoning and Subdivision Ordinances will look at growth and economic development and the current and future county needs.

We understand the scope of this project to be an update to the Becker County Comprehensive Land Use Plan, the Zoning Ordinance, and the Subdivision Ordinance. The Comprehensive Land Use Plan charts the course for development and future land use by considering the existing conditions, developing a community vision and goals and strategies for its implementation. Working on the Zoning and Subdivision Ordinances in parallel to the Comprehensive Land Use Plan allows for efficient coordination of development processes and standards that execute the plan vision and goals. We will provide:

- Strong **project management** starting with a project **initiation meeting** to set the project timeline, schedule meetings, and begin the process of data acquisition. **Ongoing communication with the county** to provide timely project updates and discuss issues and solutions
- A **robust public engagement** process that includes engaging residents, businesses, local partner jurisdictions and other community stakeholders, and government officials. **Engagement materials** in plain language, which are accessible and in a user-friendly format
- Analysis of existing conditions and public input and recommendation of updated **vision, goals, and implementation strategies**
- **Draft Comprehensive Land Use Plan including chapters related to** county profile; land use, economic development; natural resources, housing, transportation, infrastructure; and implementation
- **Updated Zoning and Subdivision Ordinances** for consistency with the updated plan and recommendations for changes or next steps, including mapping for zoning changes

**We see ourselves as your partners in updating the county’s Comprehensive Land Use Plan.** Special effort will be directed toward gaining input from residents, businesses, cities and townships, tribal community, and other partner agencies throughout the process. We will bring innovative tools and a problem-solving approach to address the issues and opportunities that the county is facing including:

- Zoning and Subdivision Code: Rethinking existing districts for better land use alignment with future goals and land use compatibility, density of development and new emerging uses; reducing variance requests and reviewing platting processes
- Feedlots: Location, scale, and impacts
- Housing: Availability, attainability, and diversity of type
- Short term rentals: Balancing housing stock of long- and short-term rentals vs. property rights
- Natural resources: Protecting shoreland, wetlands, vegetation (tree protection), water quality, air quality, land use impacts and providing for buildable areas in harmony with natural constraints, environmentally sensitive and preservation areas
- Economic development: Identifying Incentives for industrial, commercial, and residential development as well as tourism; innovation strategies to build resilience and a competitive edge for the local economy
- Education: Focusing on the what, why, and how of the planning process so the community understands why we are going through this process as well as how to participate in it

**Our approach will be multi-disciplinary and community-centric** with strategies that are actionable and thought through for implementation, including recommendations for changes to county ordinances, policies, procedures, and suggestions for implementation.

## DETAILED WORK PLAN

Following is a summary of the detailed work plan for the eight tasks outlined in the request for proposals.

### Task 1: Project Management

Bolton & Menk will manage its staff, tasks, resources, budget, and related activities to ensure the project objectives are met. Robin Caufman, your project manager, will work closely with the county to ensure clear and consistent communication. We will work closely with county staff throughout the project and collaboratively review draft deliverables for acceptance. We will further work together to facilitate interactions with county staff, the county board, and other project stakeholders. Regular virtual check-ins will be held monthly to review project progress, discuss issues and solutions, and coordinate engagement activities.

#### TASK 1 DELIVERABLES

- Monthly virtual check-ins with county staff including agendas and meeting notes
- General coordination and quality control

### Task 2: Public Engagement

The first step in the planning process is to understand and know the community and to develop a comprehensive and innovative public engagement plan. We realize that each community is unique, and we will tailor our approach to meet the needs and expectations of Becker County. Bolton & Menk is committed to being creative and providing real opportunities for two-way communication and engagement to provide everyone an opportunity to participate in the process. We will prepare clear communication materials, let people know how they can participate, and communicate how their feedback will be used in the planning process. We will meet people where they are at, by providing a variety of in-person and online ways to engage. Engagement will be done in three phases:

- Phase 1: Fall 2023 - Educate the public on the comprehensive land use planning process and gather input to identify issues and opportunities
- Phase 2: Spring/Summer 2024 - Present draft plan and ordinance that were developed using what we heard during phase 1 and seek public and stakeholder feedback
- Phase 3: Summer/Fall 2024 – Hold public open house and public hearing prior to county board approving the new comprehensive land use plan, as well as the updated Zoning and Subdivision Code Ordinances

See the table below for our proposed communication and engagement strategies:

Activity	Roles and Goals	Frequency
Project Kickoff	<ul style="list-style-type: none"> <li>• Discuss strategy and coordination</li> </ul>	One virtual meeting
Virtual check-ins with staff	<ul style="list-style-type: none"> <li>• Provide project updates</li> <li>• Review tasks and work product</li> <li>• Seek feedback on drafts</li> </ul>	Monthly
Public Engagement Plan (PEP)	<ul style="list-style-type: none"> <li>• Identify stakeholders, key messages, schedule</li> <li>• Detail online and in-person engagement and communication strategies</li> <li>• Address barriers to involvement</li> </ul>	Draft within the first month after contract signed
Project Website Story Map	<ul style="list-style-type: none"> <li>• General project information using a graphics-based Story Map including upcoming events, and options for public comment</li> </ul>	Create website and three updates
Articles (2)	<ul style="list-style-type: none"> <li>• Project information and updates</li> <li>• Promote online engagement and events</li> <li>• Include in county newsletter, local papers</li> </ul>	Two articles during the project
Social Media Posts	<ul style="list-style-type: none"> <li>• Project information and updates on Facebook</li> <li>• Promote INPUTiDTM and events</li> </ul>	Posts at key engagement times
Online Survey (2)	<ul style="list-style-type: none"> <li>• Gather input on existing conditions via online survey and feedback on draft plans</li> </ul>	Fall 2023 Summer 2024
Online Engagement	<ul style="list-style-type: none"> <li>• Use web-based comment mapping tool INPUTiDTM to gather input on issues</li> <li>• Promote on project website, social media</li> </ul>	Fall 2023
Pop-ups (2)	<ul style="list-style-type: none"> <li>• Engage people at community events that wouldn't typically attend a public meeting</li> <li>• Gather input on issues, concerns, and feedback on plans</li> </ul>	Two pop-up events fall 2023 and summer 2024
Focus Groups (4)	<ul style="list-style-type: none"> <li>• Facilitate discussion with stakeholders on specific or controversial issues</li> </ul>	Up to four focus group meetings, may be virtual or in person
Updates to local agencies (3)	<ul style="list-style-type: none"> <li>• Virtual meetings to provide project updates and seek input at each phase of the engagement process</li> </ul>	Three virtual meetings at key milestones
Open House (1)	<ul style="list-style-type: none"> <li>• Share what we've heard and how that information was used in updating the plan and ordinances</li> </ul>	Summer 2024

Activity	Roles and Goals	Frequency
	<ul style="list-style-type: none"> <li>Share drafts of the plan for community feedback</li> </ul>	

## TASK 2 DELIVERABLES

- Public participation plan
- Online engagement including survey and INPUTiD™ interactive map for collecting public comments
- Articles, social media posts
- Pop-up and community meeting materials
- Public engagement report summary

## Task 3: Existing Conditions and Trends (Community Profile)

Becker County has seen significant growth since 2003, when the last Comprehensive Land Use Plan was adopted. Between 2000 and 2020, the population grew by 11,000, a nearly 50 percent increase, to a population of 35,183.

To understand what this means for the county, Bolton & Menk will conduct a thorough existing community conditions analysis. We will collect existing demographic and market data, identify trends, and forecast population estimates. We will review prior plans and applicable GIS data as well as physical, social, natural, and cultural conditions. We will provide existing inventory land use and trends as well as provide an inventory map identifying issues and opportunities. Data gathered in this Task will be used to update the Community Profile chapter of the plan.

## TASK 3 DELIVERABLES

- Existing conditions, development summary, demographics, commute patterns, trends, land use inventory
- Projections: population and income forecasts
- Summary of existing physical, social, natural, and cultural conditions

## Task 4: Intergovernmental Communication and Cooperation

We understand that one of the keys to developing successful plans and ordinances that have broad support is the ability for overlapping governmental agencies to work together. During the planning process, we will engage the following through communications and group virtual meetings:

- Seven cities
- 37 townships
- White Earth Nation
- 11 school districts
- 12 unincorporated communities
- Watershed districts
- Utility providers

We would request the following from other agencies:

- Future land use maps and zoning maps for cities and townships that have these documents as this will allow us to better coordinate and understand existing plans
- Project overviews and updates on other local and regional planning studies and projects that would directly impact the Comprehensive Land Use Plan
- Initial input on existing issues and opportunities
- Public or agency input or feedback on draft plans and ordinances
- Inform their constituents and residents of opportunities to participate in the process through their social media and communication channels

In turn, we propose the following efforts to engage local agencies at key stages of the project:

- Offer a virtual group meeting with other agencies during each phase of engagement to provide project updates, seek input, and answer questions (3 group meetings over the course of the project)
- Let agency partners know when comment periods open or draft documents are posted and encourage them to review and provide comments
- Encourage them to push out notices to their residents and stakeholders via their social media or communication channels

#### TASK 4 DELIVERABLES

- Intergovernmental input/feedback summary

#### Task 5: Vision and Goal Setting

Becker County's 2003 Comprehensive Land Use Plan includes five vision statements that balance development with protecting natural resources and provides efficient, high quality and well-maintained infrastructure.

- **Development Vision:** Becker County has well-planned shoreland and rural development that is in harmony with the natural environment
- **Economic Development Vision:** Becker County has a diverse economy that includes sustainable businesses in tourism, retail, service, technology, manufacturing, forestry, and agriculture. Economic opportunities for wage-earners and entrepreneurs, quality housing, and quality education are available for all people, and provide local opportunities for our children.
- **Natural Resource Vision:** Becker County has wisely managed natural resources within its three ecological zones to provide a sustainable natural environment for this and future generations
- **Transportation Vision:** Becker County has an efficient, well-maintained, safe, transportation system that provides a variety of means of access and connections within the County and to the region
- **Infrastructure Vision:** Becker County has high-quality infrastructure systems that support the economic and public health of the county

This planning process will revisit this statement and work with key stakeholders to update or expand upon this vision to set a course for the next 20+ years. This vision statement will be reflected in the goals and policy statements developed for each element of the plan.

#### TASK 5 DELIVERABLES

- Vision statement (if determined necessary)
- Updated goals for each of the five sections
- New goals for any new plan elements

## Task 6: Draft Plan

Before we start drafting the new plan, we must understand the past—local context and orientation is key to how we work. Our integrated approach will honor previous work by incorporating the information from these studies into the Comprehensive Land Use Plan. To do this we will review past plans and studies to ensure there are no conflicts or gaps and reference these plans and studies, among others, for policy direction where relevant in the new comprehensive land use plan.

The comprehensive land use plan seeks to create, preserve, and sustain the elements that define the character, heritage, and identity of the community. We will include the following sections and elements:

- County Profile
- Land Use
- Housing
- Natural Resources
- Transportation
- Infrastructure & Utilities
- Economic Development
- Implementation

## Community Profile

Understanding the community is key to developing a comprehensive land use plan that serves its residents, businesses, and stakeholders. Bolton & Menk will use the data gathered in Task 3 Existing Conditions and Trends, and community and public input from Task 2 Public Engagement, to provide a snapshot of the Becker County community. The section will include charts, infographics, and graphs as well as a narrative to highlight relevant data that informs and affects the existing conditions and growth of the county.

## Land Use

This plan will serve as the legal basis for land use controls throughout Becker County. The future land use plan derived from the policies, goals, and implementation actions will provide for existing and future development.

Per the Minnesota Statutes, Section 394.22(9) the Becker County Comprehensive Land Use Plan controls land use with ordinances, subdivision regulations, zoning maps, and official maps. This plan will influence land use controls and planning decisions in its incorporated cities and townships, unincorporated areas, other public agencies, and a variety of private, public, and non-profit stakeholders.

We will review the current land use map, provide updated data analysis, consider public input, and offer recommendations to update the land use plan. We will focus on:

- Existing land uses

- Future land uses
- Development constraints and opportunities
- Roads and access
- Availability and capacity of infrastructure, utilities, and public services
- Density and intensity of development
- Land use compatibility

We will prepare a land use capacity analysis to help direct growth and development incentives within the county and review areas for future development. This will include looking at areas that are constrained by mapping flood plains, wetlands, shoreland, easements, steep slopes, and conservation/preservation areas to identify buildable areas. We will propose growth strategies and one scenario modeling for growth that are flexible and adaptive. We will review the growth or annexation areas and evaluate potential impacts on utility, services, and roadways.

The proposed plan will include a future land use map, policies, and analysis that foster phased development in a way that meets the needs of Becker County. This will form a basis for zoning code updates to guidance for land use type, intensity, and site plan standards. This may include changes to future land uses, new uses, densities, clustering of development, management of transitions and buffering between uses, and overlays with multiple land uses for development flexibility.

## Housing

Availability and affordability of housing is a significant issue throughout Minnesota, including Becker County. There is a mismatch between household incomes, rentals, and the cost of existing and new housing construction. The housing supply is further impacted in Becker County by houses that are bought for (seasonal) summer homes or vacation rentals. As a result, employers are having a hard time attracting employees because of the absorption of housing stock. Balancing the needs of permanent residents and tourists while maintaining the area's charm is a key consideration for housing planning. We will propose an approach that balances competing interests permanent versus long- and short-term rentals with private property rights. This is an important issue that requires partnerships with a multilateral approach.

We will conduct an existing and future housing (ownership and rental) market needs assessment to better understand the issues.

We will identify strategies for housing development that are inclusive, diverse, equitable, and reflective of the housing types and income levels that align with community needs. This includes senior housing that allows people to age in place, high amenity apartments that appeal to younger generations that don't want to maintain a home, affordable owner-occupied multi-family housing for first-time home buyers, and multi-family rental that is affordable at various income levels, including workforce housing.

## Natural Resources

One of Becker County's assets is the abundance of high-quality lakes, streams, rivers, and parks. It is one of the reasons people are drawn to the county as a permanent resident, seasonal resident, or visitor. We understand and value the interconnections between the natural and built environment and take a sustainable approach to management practices. This requires balancing people's use and



enjoyment of the lakes with protecting the resource to maintain the water quality and natural features.

Through engaging stakeholders and the public, reviewing existing plans and data, our team will identify, evaluate, and prioritize the natural resources within county boundaries. We will seek a balance between identifying preservation of environmentally sensitive areas, conservation of precious natural resources and enjoyment of open space, parks, trails, and recreation. Our team has experts in water, wetland, prairie, forestry, parks, and trails.

## Transportation

The Comprehensive Land Use Plan will use information from existing transportation plans and recent corridor studies to describe and designate the location, extent, function, and capacity of existing and proposed transportation facilities and services. The plan will identify gaps and future connection needs based on the long-term growth of commercial, civic, recreational, industrial, and tourism activities. Our review will include not only the traditional roadways, but bike and pedestrian trails. The transportation plan element will evaluate and analyze the following areas:

- Roadway functional classification
- Street types
- Traffic volumes
- High level safety analysis
- Non-motorized transportation
- Transit services
- Freight rail
- Future transportation systems

## Infrastructure & Utilities

Public utilities within the county are generally planned, constructed, operated, and maintained by others. However, adequate, safe, and well-maintained utilities such as providing clean drinking water; managing wastewater to protect natural resources and public health; facilitating the distribution of electricity, natural gas, and broadband; pursuing alternative and more sustainable forms of energy; collecting and storing solid waste; and providing for telecommunications infrastructure are essential for the county to support residents and businesses.

## Economic Development

All elements of the plan support economic development in Becker County. We will review the existing priorities and recommend updates based on existing conditions and public input. We will identify strategies that strengthen the county's economic outlook and resilience by focusing on:

- Preserve economic natural resources such as prime agricultural lands, targeted forest areas, and aggregate resources
- Coordinate commercial and industrial uses with White Earth Nation
- Promote tourism
- Support job growth, especially with those that support living wages
- Encourage housing development that matches workforce needs
- Mitigate existing brownfields and prevention of new contaminated sites
- Address other needs identified in existing conditions and through public input

## Implementation

The production of a plan is just the start of the process—implementation is where the real impact is. Our team will provide staff recommendations for implementation strategies and priorities. Becker County’s 2003 Comprehensive land use plan includes a framework for implementation including these four strategic categories:

1. Encouragement: Educating or promoting individuals or businesses to act consistently with the community’s vision or policies
2. Incentives: Providing an inducement for individuals or businesses to act consistently with the community’s vision or policies
3. Regulation: Requiring individuals or businesses to act in ways that are consistent with the community’s vision or policies
4. Public Ownership or Management: Buying or keeping land or resources in public ownership (i.e.: land trust) to ensure management and use that is consistent with the community’s vision or policies

Based on stakeholder and public input, and findings from review of existing conditions we will determine if these still apply or need to be refined and updated. We propose summarizing the next steps and actions needed to execute the strategies of the plan in an action matrix which will provide recommendations, roles, resources/funding, and timeline.

## TASK 6 DELIVERABLES

- Draft chapters of all comprehensive land use plan elements and associated maps and policies and
- Action matrix - summarizing actions, roles, resources, and timelines
- Future land use map
- Identify infrastructure capacity needs based on future land use map

## ADDITIONAL SERVICES:

The following are additional services we could provide to enrich the Comprehensive Land Use Plan and assist with policy development and decisions. See the fee schedule for associated costs:

- More in-depth analysis and ordinances related to specific topic such as adding Parks and Trails chapter or STR ordinance
- Two growth scenarios using GeoPlanner: model for potential outcomes and to better understand potential outcomes
- Heat map: For those areas that have utilities mapped in GIS, we will analyze the existing systems, provide a heat map showing infrastructure availability, and identify potential capacity issues with the existing utility systems. This can be a powerful tool to identify areas most suited for development or conservation and how much growth can be sustained with current capacities.
- GIS entry: Inputting city/county/township data not already in electronic format

## TASK 7: Review and Update Zoning and Subdivision Ordinances

We will update the zoning and subdivision ordinances to provide structure as well as flexibility (options) to manage growth and development. We will also review past county variances and

conditional use permits to identify any patterns that could be addressed and recommend changes to the land use plan or ordinances. We will look at emerging uses to provide development standards and process recommendations that align with the Comprehensive Land Use Plan goals. We will seek feedback on the draft from those impacted by the code such as partner agencies, developers, property owners or those having to enforce or administer the code standards such as county and township staff. We will conduct an initial consultation with County staff to identify issues and two rounds of work sessions to review and vet options.

### TASK 7 DELIVERABLES

- Zoning map update
- Zoning ordinance update including any recommended new zoning districts or land uses
- Subdivision ordinance update

### TASK 8: ADOPTION

Becker County Board of Commissioners will be responsible for adoption of the final 2045 Comprehensive Land Use Plan, Zoning Ordinance and Subdivision Ordinance. We propose holding a public meeting or open house in late summer/fall 2024 to give the public an opportunity to see the draft documents and provide comments prior to approval (covered under Task 2 Engagement). We will support the planning commission or county board in holding a public hearing as part of the final adoption process. After the planning commission recommends approval, we will draft a resolution for adoption by the county board. We will participate virtually in the planning commission and county board meetings regarding the final adoption process. County staff will assist in preparing the agenda and staff report materials for these meetings.

### TASK 8 DELIVERABLES

- Planning commission and county board agenda packet materials and presentations
- Draft resolution approving the Comprehensive Land Use Plan
- Draft ordinance for adoption of Zoning and Subdivision Code
- Final 2045 Becker County Comprehensive Land Use Plan, Zoning Ordinance and Subdivision Ordinance

# KEY STAFF

Bolton & Menk understands the importance of developing solutions that can be supported by stakeholders and implemented efficiently. We have provided a brief background and description of key individual roles. These individuals have track records of successful projects and, just as importantly, are enthusiastic and committed to meeting and exceeding your expectations. We can provide detailed résumés of all personnel upon request.

## ROBIN CAUFMAN

### PROJECT MANAGER AND PUBLIC ENGAGEMENT LEAD

Robin will lead the comprehensive land use plan update for Becker County. She will be responsible for project supervision, client coordination, and leading all Bolton & Menk staff to ensure a quality final product. Robin will also oversee communication and engagement staff in implementation to ensure broad community involvement in the process.

Since beginning her career in 1994, Robin has developed a broad range of skills. She has filled multiple roles on regional infrastructure plans and projects, including transportation corridors, wastewater plans, environmental studies, and streetscape designs. Prior to joining the firm, Robin spent 21 years between Metropolitan Council and Metro Transit where she was responsible for working with local governments and communities on comprehensive planning, regional infrastructure planning, and engineering and construction of large transit projects. She also served as the University of Minnesota's adjunct lecturer at the Humphrey School for two years and taught PA 5211 Land Use Planning.

As a senior planner, her primary areas of expertise include community engagement, comprehensive planning, and land use analysis. Robin uses her expertise in listening to project partners and community stakeholders and communicating technical information to ensure that there is clear understanding by all parties of project needs, purpose, benefits, and impacts.

Robin's Similar Project Experience: (*\*Completed while at a previous employer*)

- Local Planning Handbook, Metropolitan Council\*
- Itasca County Build North Housing Conference Lead Panelist\*
- Comprehensive Plan Update, City of Perry, IA
- Downtown Master Plan, City of Fargo, ND\*
- Network Now Engagement and Planning Support

Bolton & Menk and 4RM+ULA are working with Ramsey County to develop a transportation connection between neighborhoods and anchor destinations in downtown Saint Paul. Even though Robin just recently joined the Riverview Streetcar project team in December 2022, Kevin Roggenbuck exclaimed:

*"Robin has brought a new level of energy and organization to the Riverview CCE team."*

## HAILA MAZE

### PRINCIPAL-IN-CHARGE

Haila will ensure the project has the personnel and resources to skillfully accomplish the work plan within the agreed upon schedule. He will monitor progress, schedule, and budget and work closely with Robin to ensure critical issues are addressed in a timely manner.

As a principal planner and planning practice area leader at Bolton & Menk, Haila is committed to advancing the long-term success of communities through planning and project management services. She draws on her experience in local and regional planning to connect with clients, helping them identify what they need and how to accomplish it. She began her planning career in 1998 and has extensive experience with land use and transportation planning, creative and inclusive engagement, and supporting work in health assessment, scenario planning and modeling, and implementation planning. Over the past 7 years, Haila has been involved in over 20 comp plans.

Haila's Similar Project Experience:

- Comprehensive Plans: Cities of Hopkins, Edina, Jordan, Minneapolis, Hamburg, Columbus, New Germany, and Cologne, MN
- Zoning Code Rewrite and Redevelopment, City of Brooklyn Center, Minnesota

## MOJRA HAUENSTEIN, AICP, LEED AP ND

### LEAD PLANNER

Mojra will lead planning efforts, providing planning expertise and research for the plan update.

Mojra is a senior planner at Bolton & Menk who began her career in 1998. Her experience includes community engagement, comprehensive planning, zoning, and economic development with an emphasis on sustainability practices. Mojra is also an architect, and her expertise spans the areas of neighborhood development and architecture, conservation, and sustainability, as well as economic revitalizations. She is passionate about providing unique, vision-focused, yet pragmatic solutions to communities in need.

Mojra's Similar Project Experience: (*\*completed while at a previous employer*)

- Housing Location and Implementation Study, City of International Falls, MN
- Zoning Code Update (housing/retail mixed-use), City of Brooklyn Center, MN
- Comprehensive Land Use Plan, City of Albert Lea, MN
- City of St. James Land Use Plan, MN
- City of Blue Earth Zoning Code Update, MN
- City of Spring Valley Zoning Code Update, MN
- Comprehensive Housing Study and Needs Analysis, City of Winnebago, MN
- Over 20 Housing/Commercial Developments in Nevada\*
- Itasca County Build North Housing Conference Lead Panelist

While at another firm, Mojra led the Short-Term Rentals (STRs, chapter 110 article 319) Ordinance for Washoe County, NV (population of 125,000 with over 1600 STRs) where it has become the model ordinance for western states, marked by a balance of competing interests. Mojra is also an architect and LEED certified in neighborhood development specializing in sustainable/green design.

## **HARRY DAVIS, AICP**

### **PLANNING SUPPORT**

Harry will support planning efforts, providing planning expertise and research for the plan and ordinances update.

Harry is a planner at Bolton & Menk who started his career in 2015. Serving communities and their people inspired his passion for urban planning as a life-long career. He has always been fascinated with how cities are made up of many people from diverse backgrounds and loves accomplishing a city or neighborhood's goal for physical transformation and improvement. His areas of expertise include comprehensive land use planning, municipal master planning and urban design, and multicultural planning.

Harry's Similar Project Experience:

- Comprehensive Land Use Plan, City of Albert Lea, MN
- Comprehensive Housing Study and Needs Analysis, City of Winnebago, MN
- Zoning Code Update, (housing/retail mixed-use), City of Brooklyn Center, MN
- Comprehensive Plan and Zoning, Boone County, IA
- City of Blue Earth Zoning Code Update, MN
- City of Spring Valley Zoning Code Update, MN

## **WYATT ARCHER, AICP**

### **PLANNING SUPPORT**

Wyatt will support Mojra in planning efforts, providing planning expertise and research for the plan and ordinances update.

Wyatt is a community planner at Bolton & Menk who began his career in 2018. He assists the planning and urban design team in developing corridor and long-range plans, as well as conducting ordinance reviews. His expertise lies in local government processes and transportation planning, which makes him an asset on our team. Wyatt's love for the field stems from his passion for helping people and finding safe and sustainable solutions to help communities thrive.

Wyatt's Similar Project Experience:

- Zoning and Subdivision Ordinance, Chisago County, MN
- Review of Land Use and Zoning Code, City of Windom, MN
- Zoning Code Update, Marshalltown, IA
- Comprehensive Plan and Zoning Code Update, Boone County, IA
- 2022 Comprehensive Plan, City of Storm Lake, IA

## **MIKE BITTNER, PE**

### **TRANSPORTATION ENGINEER**

Mike will lead all transportation elements for the project.

A principal transportation engineer for Bolton & Menk, Mike is a rare hybrid transportation professional who can carry a project from the earliest phases of planning to the most technical

phases of construction. He focuses on identifying emerging trends and staying nimble enough to capitalize on these trends. Beginning his career in 2010, his exemplary work, leadership, creativity, and communication skills have been commended regionally and nationally. He has received many awards, presented at a dozen national conferences, and authored three papers on innovative traffic control. A proud lifelong North Dakota resident, Mike has managed more transportation planning studies than any other North Dakota consultant over the past decade, including the largest roadway project in North Dakota history (US Highway 85 through western North Dakota), transformative regional master plans, and metropolitan-wide transportation plans. He has managed nearly 100 projects across several dozen communities throughout his career.

Mike's Similar Project Experience:

- Fargo Transportation Plan, Fargo-Moorhead Metropolitan Council of Governments
- Region 7W Long Range Plan, MnDOT District 3
- SW & SE Connector Corridor Study, Ward County, ND

## ALEX LARSON

### CIVIL ENGINEERING

Alex will lead all utility and infrastructure elements of the comprehensive land use plan.

Alex began working in the engineering and surveying field in 2005 and has experience as an engineering technician, construction representative, and project supervisor. This includes design drafting, estimating, construction staking, construction inspection, client contact, and project design. She has extensive experience as a construction representative for a variety of street and utility construction project. Alex enjoys building a positive relationship with her clients while making sure all project needs are met.

Alex's Similar Project Experience:

- Campus Water, Sewer, and Infrastructure Replacement Improvements, NDSCS
- West Housing Development Site Design, Twin Buttes, ND
- Main Avenue East (Highway 10), 9th Street East to Sheyenne Street, West Fargo, ND
- 7th Avenue East, 17th Street East to 45th Street South, West Fargo, ND

## GRANT KUPER, PE

### ASSOCIATE PROJECT MANAGER - CIVIL

Grant will provide support on utility, infrastructure, parks, and trails elements of the comprehensive land use plan.

Grant is an associate project manager and the Fargo civil work group leader. He began his engineering career in 2012. He likes to think about projects from the client's perspective, which helps him envision how the final product should look and feel. Grant prepares preliminary engineering reports and funding applications, develops municipal designs and construction plans using AutoCAD Civil 3D and other design software, and prepares bid documents and specifications. He also serves as a construction project representative during the construction season.

Grant's Similar Project Experience:

- Campus Water, Sewer Infrastructure Replacement, NDSCS
- Sportsman's Park Improvements, City of Red Lake Falls, MN
- Street & Utility Improvements, City of Red Lake Falls, MN

## **ANGIE SMITH**

### **SUSTAINABILITY LEAD**

Angie will support the team on the natural resources section of the plan.

A strong advocate for sustainable natural resources protection and restoration, Angie is a senior environmental planner at Bolton & Menk who began her career in 2001. She leads the environmental planning and natural resources team within the planning and urban design work group. She facilitates environmental coordination efforts before, during, and after projects commence and advances the environmental planning, cultural resources, and natural resources team initiatives across the organization. Angie strives to ensure our actions today set up future generations' success.

Angie's Similar Project Experience:

- Southeast Development Area Plan, City of Redwood Falls, MN
- North Growth Area AUAR, City of North Mankato, MN
- Planning Services, City of Elko New Market, MN

## **DAVID SANDBERG, GISP**

### **GIS SPECIALIST**

David will lead GIS analysis and mapping efforts.

As a GIS specialist, David provides GIS support on various projects, including data collection, data management, spatial analysis, and map creation. He is especially experienced with designing and creating online interactive maps to help communities we serve make informed decisions. David began his GIS career in 2016. He supports Bolton & Menk's transportation, planning, and project communication work groups. David uses new technology and researches products and software to provide the best solutions for our work groups and clients. He excels at creating map figures, performing data analysis, and online interactive maps and applications. He is passionate about providing spatial analysis and tools to help make better decisions within the communities we serve.

David's Similar Project Experience:

- Housing Location and Implementation Study, City of International Falls, MN
- County-Wide Transportation Plan, Cass County, MN
- Comprehensive Plan Update, City of Edina, MN
- Comprehensive Land Use Plan, City of Albert Lea, MN
- Comprehensive Plan and Zoning, Boone County, IA

## **BLUE WEBER**

### **ENGAGEMENT SUPPORT**

Blue will support Robin in creating and implementing the public engagement plan.



Blue is a community outreach specialist on the Bolton & Menk team who started his career in community engagement in 2015. He is responsible for building and expanding our relationship with clients, communities, and community-based organizations. Blue is an expert in growing businesses and engaging community stakeholders and ensures our communities are successful through his grassroots engagement approach. His passion for community building stems from the impacts his projects have on the communities he serves— “The work that we are doing helps to grow businesses and increase the quality of life in a community by working with the very people that the outcomes will affect. Bolton & Menk supplies safety metrics, efficiency, and economic growth, as well as the smiles and better quality of life to those who live in the communities, we work in.”

Blue’s Similar Project Experience: (*\*Completed while at a previous employer*)

- Downtown Master Plan, West Fargo, ND
- Economic Stimulation COVID-19 Policies, Various Stakeholders in the City of Grand Forks, ND\*
- 20/20 Vision of Downtown Forks, Various Stakeholders in the City of Grand Forks, ND\*
- Grand Rides Bike Share Program, Various Stakeholders in the City of Grand Forks, ND\*

## EMILY HOLMAN

### PROJECT COMMUNICATION SPECIALIST

Emily will support communications and public engagement efforts.

Emily is a project communication specialist whose career began in 2019. She has a passion for graphic design, marketing, and communication. She has extensive experience in creating effective communication strategies, branding materials, and marketing collateral for a wide range of projects. Emily is aligned with Bolton & Menk’s strong commitment to both its clients and employees, and believes that working in this environment fosters creativity, collaboration, and success. With a keen eye for design and a dedication to her craft, Emily is eager to contribute her skills to any communication needs.

Emily’s Similar Project Experience:

- NW Central Commons Small Area Plan, City of Eagan, MN
- Circle the Brick Trail Project, City of Carver, MN
- Comprehensive Plan Update, Crow Wing County, MN
- Highway 25 Area PEL Study, Wright County, MN

# SCHEDULE

Event or Deliverable	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>Task 1: Project Management, monthly virtual meetings</b>	Kick-off																
<b>Task 2: Community Engagement</b>																	
Public Engagement Plan																	
Website (2 updates)			Go live								Update			Update			
INPUTID for issues and opportunities																	
Social media posts (3 posts)																	
Articles (3)																	
Online Survey (2)																	
Pop ups (2)																	
Focus groups on specific issues (up to 4 virtual)																	
Public meeting (1)																	
Analyze public comments																	
<b>Task 3: Existing Conditions and Trends</b>																	
<b>Task 4: Local agency coordination (3 virtual)</b>																	
<b>Task 5: Vision and Goals</b>																	
<b>Task 6: Draft Plan</b>						Draft							Edits				
County Profile																	
Land Use																	
Housing																	
Natural Resources																	
Transportation																	
Infrastructure and Utilities																	
Economic Development																	
<b>Task 7: Update Zoning Code, Subdivision Ordinance</b>																	
<b>Task 8: Finalize Plan and Adoption</b>																	

# COST BREAKDOWN

The following table summarizes the hours and cost breakdown for each major work task item. The estimated fee includes labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise noted, the fees include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately.

Comprehensive Land Use Plan and Zoning/Subdivision		Bolton & Menk, Inc.													
Task No.	Work Task Description	Project Manager and Public Engagement Lead	Principal-in-Charge	Lead Planner	Planning Support	Planning Support	Transportation Lead	Civil Project Engineer	Engagement Support	Sustainability Lead	GIS Specialist	Communication Specialist	Admin/Coordination	Total Hours	Total Cost
1.0	Project Management	34	8	23	7	7	0	0	0	0	0	0	10	89	\$14,270
2.0	Engagement	22	0	0	10	0	0	0	23	0	20	47	0	122	\$16,574
3.0	Existing Conditions	0	0	2	24	0	0	0	0	0	0	0	0	26	\$3,682
4.0	Intergovernmental Coordination	6	0	6	0	0	0	0	0	0	0	0	0	12	\$2,160
5.0	Visioning and Goal Setting	6	0	6	0	0	0	0	0	0	0	0	0	12	\$2,160
6.0	Draft Plan	15	0	40	52	16	24	20	0	15	0	5	0	187	\$29,113
7.0	Zoning and Subdivision Updates	8	0	8	85	85	0	0	0	0	0	0	8	194	\$25,875
8.0	Adoption	12	0	18	0	0	0	0	0	0	0	6	0	36	\$6,150
Total Hours		103	8	103	178	108	24	20	23	15	20	58	18	678	
Average Hourly Rate		\$175.00	\$178.00	\$185.00	\$138.00	\$125.00	\$143.00	\$153.00	\$128.00	\$188.00	\$138.00	\$120.00	\$80.00		
Subtotal		\$18,025	\$1,424	\$19,055	\$24,564	\$13,500	\$3,432	\$3,060	\$2,944	\$2,820	\$2,760	\$6,960	\$1,440		
Total Fee															\$99,984

## Additional services

Additional Task	Senior Staff Hours	Planning Staff Hours	Total Hours	Cost Estimate
In-depth focus areas per topic (e.g., STR ordinance, add parks and trails)	13	12	25	\$4,021
Growth scenarios	10	25	35	\$4,975
Infrastructure heat map	10	16	26	\$3,850
GIS mapping of city/county/township data not already in electronic format			TBD	@hourly rate between \$125-\$138

# APPENDIX: COMPANY AND STAFF EXPERTISE

Bolton & Menk has been providing services across the Midwest for more than 70 years and has prepared more than 60 comprehensive land use plans over the last 6 years using a highly integrated multi-disciplinary approach to engineering and planning. We have expert knowledge of comprehensive land use planning for counties, cities, and small towns. We have experience with planning highway corridors, road networks, housing, natural resources, and infrastructure as well as significant experience in engaging diverse and difficult to reach communities. We will use these skills and experience to address challenges and capitalize on opportunities that the county is facing such as growth, transportation, rural development, infrastructure availability, housing affordability, economic development, and protecting natural resources.

## COMPREHENSIVE LAND USE PLAN

### CITY OF ALBERT LEA, MINNESOTA

The City of Albert Lea wanted to update its comprehensive plan to reflect changing conditions and to develop an implementation plan. Albert Lea is seeing growth and opportunities in their industrial sector, an influx of immigrants coming to the city, and their history as the recreation capital of southern Minnesota. The city focused on promoting economic and housing growth and needed a comprehensive land use plan to guide development.

Bolton & Menk worked with the city to develop a plan that is both sustainable and implementable. Our work plan started with a robust public engagement process with a survey, steering committee, focus groups, and setting up booths at city events. The final plan used the results of the public engagement to establish an overall vision for the plan and address multiple elements, including the **built environment, social environment, natural environment, and economic environment**. Each chapter of the plan included an implementation strategy to ensure the plan moved forward. The plan allows the City of Albert Lea to make informed, long-term decisions.

**TEAM MEMBERS INVOLVED:** Mojra Hauenstein, Harry Davis, David Sandberg, Wyatt Archer

### SIMILARITIES TO BECKER COUNTY COMPREHENSIVE PLAN:

- Balancing urban and rural elements
- Tourism
- Lakes and water quality

**LINK TO FULL PLAN:** <https://cityofalbertlea.org/comprehensive-plan/>

**REFERENCE:** Megan Boeck, City Planner

City of Albert Lea | 507-337-4349 | mboeck@ci.albertlea.mn.us

# HOUSING LOCATION AND IMPLEMENTATION STUDY

## CITY OF INTERNATIONAL FALLS, MINNESOTA

The City of International Falls wanted to overcome a multitude of barriers that have inhibited the expansion and enhancement of its housing stock and population retention. Understanding that housing is a key function of a city's economic viability and tax base, Bolton & Menk conducted a market analysis with housing, income, and demographic data to better understand local housing trends, barriers, and untapped opportunities.

Bolton & Menk took a practical approach and sought out local expert insights by interviewing developers, realtors, and builders to gain industry specific insight for updating its zoning and code standard to incentivize housing development.

A key part of the study was to inventory the housing stock conditions and evaluate vacant lots and existing infrastructure for new construction viability which resulted in a list of sites most suited for immediate development and creating marketing materials to solicit construction interest. Recommendations were made for constructing, rehabilitating, and maintaining quality housing and included affordable housing, rental assistance, financing, and annexation suitability to offer affordable choices for residents at all stages of life.

Subsequently, Bolton & Menk was hired to work on the Housing Study Implementation Plan, which provides the creation of an online zoning map as well as GIS platforms with parcel specific information, improvements to the city's development approval process, marketing materials for available lands, and a draft of an accessory dwelling ordinance.

Bolton & Menk collaborated with the city and its stakeholders to study the unique local challenges and suggest customized solutions to incentivize housing construction and sustain the city's economic vitality.

**TEAM MEMBERS INVOLVED:** Mojra Hauenstein, Haila Maze, David Sandberg

### SIMILARITIES TO BECKER COUNTY COMPREHENSIVE PLAN:

- Water quality and natural resources
- Availability and affordability of housing
- Focus on implementation

### LINK TO FULL PLAN:

<https://storymaps.arcgis.com/stories/33a61410f7df40b0bd4474506d168da5>

**REFERENCE:** Betty Bergstrom, City Administrator | City of International Falls | 218-324-0613 | [bettyb@ci.international-falls.mn.us](mailto:bettyb@ci.international-falls.mn.us)

## OPPORTUNITY ZONE REDEVELOPMENT

### CITY OF BROOKLYN CENTER, MINNESOTA

When the first stage of Brookdale Mall opened in 1962, the local media called it a “dream come true”. The City of Brooklyn Center was one of the fastest growing areas in the region, with major potential for expansion. Now, with the closure of Sears in 2018, the mall’s era has officially ended. The 1960’s era zoning code that guided that development is now outdated and cumbersome. Additionally, the city is tackling challenges and opportunities with multiple trends and issues, including growing population diversity, housing affordability, transit orientation, and leveraging public investment to catalyze private development.

Bolton & Menk is currently working to complete the city’s goals through a series of linked initiatives for redevelopment planning and regulatory updates. This includes a public-private partnership master plan for the Opportunity Site, an 80-acre redevelopment site near the former mall, to reinvent this area as a new downtown for the city. Along the Brooklyn Boulevard (CSAH 152) commercial corridor, a small area plan has been completed to guide a series of vacant lots and redevelopment sites fronting the corridor with new mixed use, transit-oriented development.

This planning effort includes integration of transit improvements. A stormwater management plan and traffic analysis are providing guidance for innovative stormwater treatments and multimodal network improvements. Coordination with Three Rivers Park District is leading to the integration of a new mini-regional park and regional trail connections in the area plan.

On the regulatory side, this effort also includes a comprehensive overhaul of the city’s zoning code, to modernize and streamline regulations and incorporate transit-oriented development standards and new districts. A corresponding comprehensive plan amendment is in the works.

The project is grounded in an ambitious and extensive engagement process focused on listening to and empowering a highly diverse community. Engagement to date has included online and in-person events, work with students and youth, partner-based initiatives targeting diverse immigrant communities, arts-based activities, and formation of equitable community benefit strategies. Conversations on gentrification and displacement have been supported, as well

**TEAM MEMBERS INVOLVED:** Mojra Hauenstein, Haila Maze, Harry Davis, David Sandberg

#### SIMILARITIES TO BECKER COUNTY COMPREHENSIVE PLAN:

- Focus on implementing a community vision
- Updating ordinances and comprehensive plan to address changes in land use
- Use of Story Map and INPUTiDTM to collect community input

**LINK TO FULL PLAN:** <https://opportunitysite-bmi.hub.arcgis.com/>

**REFERENCE:** Meg McMahan, Community Development Director | City of Brooklyn Center | 612-354-2101 | [mmcmahan@ci.brooklyn-center.mn.us](mailto:mmcmahan@ci.brooklyn-center.mn.us)

# COUNTY-WIDE TRANSPORTATION PLAN

## CASS COUNTY, MINNESOTA

Bolton & Menk is currently wrapping up the County-Wide Transportation Plan for Cass County. The goal of the plan is to establish an integrated transportation system that will serve existing and future needs of farmers, residents, businesses, visitors, and ensure the county's system of roadways will complement the portion of the state highway system and local street networks (cities and townships) that lie within the county's boundary. To provide for safe transportation facilities that offer adequate capacity with a high level of mobility, a county-wide transportation plan that corresponds to the county's changing land use needs is being developed with an emphasis on defining short-, medium-, and long-term system improvements. The transportation plan will also provide policy and program supported guidance needed to make appropriate transportation-related decisions for programming improvements and for monitoring potential concern areas so that future studies can be completed, and improvements can be made proactively instead of reactively.

**TEAM MEMBERS INVOLVED:** David Sandberg

### SIMILARITIES TO BECKER COUNTY COMPREHENSIVE PLAN:

- Robust community engagement with a seasonal and transient population
- County-wide transportation plan with similar issues
- Focus on lakes and water quality

**REFERENCE:** Darrick Anderson, County Engineer | Cass County | 218-821-3014 | [darrick.anderson@co.cass.mn.us](mailto:darrick.anderson@co.cass.mn.us)

Additional Zoning Code Samples	
Client	Project Link
City of Marshalltown, IA	<a href="#">CHAPTER 156: ZONING</a>
City of Brooklyn Center, MN	<a href="#">Opportunity Site Master Plan</a>
Washoe County, NV*	<a href="#">Development Code Chapter 110</a>
City of Spring Valley, MN	N/A (In Progress)
City of Blue Earth, MN	N/A (In Progress)

*\*Completed by Mojra Hauenstein while at a previous employer*