



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, November 7, 2023 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 898 602 658#

- 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 October 17, 2023 5
- 8:25 Consent Agenda
1. Regular Claims, Auditor Warrants, and Claims over 90 Days 9
 2. Claims Human Services, Public Health & Transit
 3. Information Technology - VMWARE Renewal Invoice 10
 4. August Cash Comparison, Sales Tax, Investment Summary 12
- 8:30 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
 - a) Cormorant Lakes Watershed District - 2 Appointments 15
- 8:55 County Administrator
1. Report
 2. Budget 2024 16
 3. Becker County Food Pantry Grand Opening 17
 4. Becker County Museum - Haunted Jail Update - Becky Mitchell
 5. Classification and Compensation Study - David Drown Associates (DDA)
- Finance Committee
- 9:20 Auditor-Treasurer
1. Capital Expenditure Request ACE/Caseworks Software 19
 2. 2023-2025 Becker County & EDA Audit Quotes from CLA 22
- 9:25 Human Resources
1. Salary Exempt Positions 29
 2. Comp Time Payout 31
 3. Allocation for Employee Benefits 32
- 9:40 Sheriff
1. Resolution 11-23-1E - 2022 Emergency Management Performance Grant Approval 36

2. Overdose Revival Award - Lifesaver Awards - Shawn Ohman, Jessica Ross, and Melissa McDougall 38

9:50 Break

10:00 Highway

1. Resolution 11-23-1D - LRIP Grant - West Lake Drive 39
2. Capital Expenditure - Snow Pusher 40
3. Recognition - State Snowplow Rodeo 2nd Place Winner - Chris Ayers

10:15 Land Use/Environmental Services

1. Environmental Services
 - a) Electronic Waste Disposal Service Agreement 43
 - b) Resolution 11-23-1B - Solid Waste Transfer MOU 56
 - c) Capital Purchase Request - Forklift 57
 - d) Resolution 11-23-1A - Personnel Request - Mechanic 62
 - e) Resolution 11-23-1C - 2024 Solid Waste Tip Fees 63
 - f) Letter of Support - Perham Street Improvements 67
2. NRM/Parks & Rec
 - a) 2024 Snowmobile Trail Improvement Grant Acceptance 71

10:30 Planning & Zoning

1. Planning Commission Recommendations 10/25/23 89
 - a) Snelling - Request a Conditional Use Permit to operate a salvage yard
 - b) Haug - Request a Conditional Use Permit to operate a firearms business
 - c) NMG LLC - Conditional Use Permit to operate a plumbing, and heating, ventilation, and air conditioning (HVAC) business
2. Community Based Comprehensive Plan Update

Adjourn



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, November 7, 2023 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 898 602 658#

- 8:15 Call the Board Meeting to Order: Board Chair Nelson
1. Pledge of Allegiance
- 8:20 Regular Business
1. Agenda Confirmation
 2. Minutes of October 17, 2023
- 8:25 Consent Agenda
1. Regular Claims, Auditor Warrants, and Claims over 90 Days
 2. Claims Human Services, Public Health & Transit
 3. Information Technology - VMWARE Renewal Invoice
 4. August Cash Comparison, Sales Tax, Investment Summary
- 8:30 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
 - a) Cormorant Lakes Watershed District - 2 Appointments
- 8:55 County Administrator
1. Report
 2. Budget 2024
 3. Becker County Food Pantry Grand Opening
 4. Becker County Museum - Haunted Jail Update - Becky Mitchell
 5. Classification and Compensation Study - David Drown Associates (DDA)
- Finance Committee
- 9:20 Auditor-Treasurer
1. Capital Expenditure Request ACE/Caseworks Software
 2. 2023-2025 Becker County & EDA Audit Quotes from CLA
- 9:25 Human Resources
1. Salary Exempt Positions
 2. Comp Time Payout
 3. Allocation for Employee Benefits
- 9:40 Sheriff
1. Resolution 11-23-1E - 2022 Emergency Management Performance Grant Approval

2. Overdose Revival Award - Lifesaver Awards - Shawn Ohman, Jessica Ross, and Melissa McDougall

9:50 Break

10:00 Highway

1. Resolution 11-23-1D - LRIP Grant - West Lake Drive
2. Capital Expenditure - Snow Pusher
3. Recognition - State Snowplow Rodeo 2nd Place Winner - Chris Ayers

10:15 Land Use/Environmental Services

1. Environmental Services
 - a) Electronic Waste Disposal Service Agreement
 - b) Resolution 11-23-1B - Solid Waste Transfer MOU
 - c) Capital Purchase Request - Forklift
 - d) Resolution 11-23-1A - Personnel Request - Mechanic
 - e) Resolution 11-23-1C - 2024 Solid Waste Tip Fees
 - f) Letter of Support - Perham Street Improvements
2. NRM/Parks & Rec
 - a) 2024 Snowmobile Trail Improvement Grant Acceptance

10:30 Planning & Zoning

1. Planning Commission Recommendations 10/25/23
 - a) Snelling - Request a Conditional Use Permit to operate a salvage yard
 - b) Haug - Request a Conditional Use Permit to operate a firearms business
 - c) NMG LLC - Conditional Use Permit to operate a plumbing, and heating, ventilation, and air conditioning (HVAC) business
2. Community Based Comprehensive Plan Update

Adjourn

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, October 17, 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 – Motion and second to approve agenda (Jepson, Meyer) carried.
2. Minutes – Moved and second to approve minutes of October 3, 2023 (Okeson, Jepson) carried.
3. Motion and second to approve the Consent Agenda with the addition of \$1800 County Match to Resolution 10-23-2C (Meyer, Jepson) carried.

Commissioners:

1. Open Forum:
 - None
2. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Jepson – Human Services, Sr Council, Community Based Comprehensive Plan.
 - Commissioner Okeson – RAC, Sheriff, NACo, Environmental.
 - Commissioner Meyer – RAC, Dancing Sky, Human Services.
 - Commissioner Vareberg – Environmental, NRM.
 - Commissioner Nelson – NRM, Sheriff, MRC, Toad Mountain.
3. Appointments:
 - Motion and second of support to nominate Commissioner Meyer to the Lakes County Service Cooperative and if appointed to allow per diem (Jepson, Okeson) carried.
 - Motion and second to appoint Jim Granger for District 2 Recreational Advisory Committee (RAC) (Meyer, Okeson) carried.

County Administrator: presented by Pat Oman.

1. Wannigan Regional Park Discussion.

- Karen Pifher and Hand Ludtke.
- Financial request of \$150,000. Possibly from the Sales Tax Funds.
- Motion and second to approve Becker County to be a Fiscal Host for the Transportation Alternatives Grant and Active Transportation Grant and a Letter of Support (Meyer, Okeson)

2. Report.

- MACA-MCHRNA Meeting Recap.
- Annual Township Meeting – Thursday, October 19.
- Union Negotiations via teams meetings.

3. Budget 2024 Update.

4. Delegates for AMC Annual Meeting. No changes to the delegates.

5. AMC District 4 Meeting Information – Friday, October 20.

6. County Newsletter Discussion. Digital Only. Will be discussed at the next Department Head Meeting.

7. Classification and Compensation Study – David Drown Associates (DDA) Discussion. Bring back at the next board meeting.

Human Resources: presented by Carrie Smith.

1. Motion and second to approve Resolution 10-23-2B – Personnel Request – FT Custodian Position (Vareberg, Meyer) carried.
2. Motion and second to support 2024 Health Insurance Update with Medica (Okeson, Jepson) carried.

Auditor-Treasurer: presented by Mary Hendrickson.

1. Motion and second to approve Tobacco License Renewals for: Sunlite – HJ Gerdes – Detroit Twp, Osage Bait & Tackle – Peggy Brandstrom – Osage Twp, Toad Lake Store - Cynthia Knoll – Toad Lake Twp and The 59'er – Jackie Collins – Detroit Twp (Okeson, Vareberg) carried.

Human Services: presented by Denise Warren.

1. Motion and second to approve the renewal of the Fathers Resource Program MOU at the same rate (Jepson, Meyer) carried.
2. Motion and second to approve the Public Health and Child Screening Contracts for both Detroit Lakes School District and Frazee School District at the cost of \$70 per student (Jepson, Meyer) carried.

3. Motion and second to approve DHS Crisis CAA-FMAP Contract Amendment in the amount of \$57,224 of reallocated state funds (Jepson, Meyer) carried.
4. Motion and second to approve Resolution 10-23-2F – Personnel Request – FT Adult Services Social Worker (Jepson, Meyer) carried.
5. Motion and second to approve Resolution 10-23-2G – Personnel Request – PT to FT Adult Services Social Worker (Jepson, Meyer) carried.

Highway: presented by Jim Olson.

1. Motion and second to approve Resolution 10-23-2A – Bid Award Project SAP 003-634-020 – Co Hwy 34 to Dennis Drewes, Inc of Frazee in the amount of \$2,888,814.79 (Okeson, Vareberg) carried.

Sheriff: presented by Todd Glander.

1. Motion and second to approve Resolution 10-23-2D – BTD Donation in the amount of \$10,040.44 to purchase Water Rescue Kits (Okeson, Vareberg) carried.
2. Motion and second to approve Resolution 10-23-2H – Personnel Request – FT Deputy Sheriff starting in 2024 (Okeson, Vareberg) carried.
3. Motion and second to approve advertising for Coroner Services (Jepson, Meyer) carried.

Land Use/Environmental Services: presented by Steve Skoog.

1. Motion and second to approve the Capital Purchase Request – Truck & Transfer Trailers up to \$651,796 with the committee to make decision on specific truck (Vareberg, Okeson) carried.
2. Motion and second to approve Resolution 10-23-2E – Personnel Request – FT Truck Driver (Meyer, Okeson) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Linda Harris – Change of Zone from Residential to Agricultural.
 - Zoning Ordinance states animals must be 300 ft from the recreation lake. Linda Harris is agreeable.
 - Gary Roth – concerned about fencing.
 - Motion and second to approve Linda Harris – Change of Zone from Residential to Agricultural (Okeson, Vareberg) carried.
2. Community Based Comprehensive Plan Update.
 - Meeting scheduled for October 31.

Being no further business, Chair Nelson adjourned the meeting at 10:46 am.

/s/

Pat Oman
County Administrator

/s/

Barry Nelson
Board Chair

DRAFT



BECKER COUNTY BOARD OF COMMISSIONERS

Finance Committee Meeting

Date: Monday, November 6, 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. Claims Human Services, Public Health & Transit
3. August Cash Comparison, Sales Tax, Investment Summary
4. Capital Expenditure Request ACE/Caseworks Software
5. 2023-2025 Becker County & EDA Audit Quotes from CLA

Information Technology

1. VMWARE Renewal Invoice

Human Resources

1. Salary Exempt Positions
2. Comp Time Payout

Sheriff

1. Resolution 11-23-1E - 2022 Emergency Management Performance Grant Approval

Highway

1. Resolution 11-23-1D - LRIP Grant - West Lake Drive
2. Capital Expenditure - Snow Pusher

Land Use/Environmental Services

1. Environmental Services
 - a) Electronic Waste Disposal Service Agreement
 - b) Resolution 11-23-1B - Solid Waste Transfer MOU
 - c) Capital Purchase Request - Forklift
 - d) Resolution 11-23-1A - Personnel Request - Mechanic
 - e) Resolution 11-23-1C - 2024 Solid Waste Tip Fees
2. NRM/Parks & Rec
 - a) 2024 Snowmobile Trail Improvement Grant Acceptance
 - b) Toad Mountain Land Acquisition Discussion

Adjourn



BECKER COUNTY

IT Department

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7230

MEMORANDUM FOR ACTION

November 7, 2023

SUBJECT: VMWARE Renewal

THROUGH: IT Department and Courthouse committee

TO: Becker County Commission

Reference: VMWARE renewal invoice

1. Discussion: Each year, Becker County IT department renews maintenance and support on VMWARE Vsphere which is the virtual server environment that runs all the County's servers.

Description	Order	Price	Extended
VMWARE Production Support - Vcenter 8 Standard for Vshpere	1	\$4,076.16	\$4,076.16
VMWARE Support for 1 Year	4	\$1,956.24	\$7,824.96
Prod Sup SUB VSPH 9 STD 1 Proc	1	\$937.20	\$937.20
Prod Sup SUB VSPH 9 STD 1 Proc	1	\$937.20	\$937.20
Total			\$13,775.52

2. Funding – this was planned in the IT budget for 2023
3. Action – approve the renewal.
4. The point of contact for this is Judy Dodd, IT Director, 218-846-7230 X7332



Why the new look? We've streamlined our process to give you faster, better service - plus, we thought it looked cool!

INVOICE

Payments and Billing: 800.847.3014
Corporate and Sales: 800.892.8548
www.marconet.com

Invoice Number: INV11795467
Date: 10/30/2023
Account Number: BC52
Job Number:

Bill To: BECKER COUNTY IT DEPARTMENT
915 LAKE AVE
DETROIT LAKES, MN 56501-3403
US

Ship To: BECKER COUNTY IT DEPARTMENT
Attn: JUDY DODD
915 LAKE AVE
DETROIT LAKES, MN 56501-3403

Sales Order Number	PO Number	Ship Method	Payment Terms	Payment Due
ORD3220133	judy.dodd@co.becker.mn.us	30	AR NET 15 DAYS	11/14/2023
Remarks				Sales Person
QUOTE 163651 INVOICE REPLACES INV11769339				Bryce Nelson

Item Number	Description	Serial Number	Order	Ship	BO	Unit	Unit Price	Discount	Extended
DATARENEW	DATA RENEWAL		1.0	1.0	0.0	EA	\$0.00		\$0.00
VCS8-STD-P-SSS-C	VMWARE PRODUCTION SUPPORT COVERAGE VCENTER SERVER 8 STANDARD FOR VSPHERE (EDI)		1.0	1.0	0.0	EA	\$4,076.16		\$4,076.16
VS8-ENT-P-SSS-C	VMWARE SUPPORT AND SUBSCRIPTION PRODUCTION - 1 YEAR - SERVIC		4.0	4.0	0.0	EA	\$1,956.24		\$7,824.96
VS8-STD-P-SSS-C	PROD SUP SUB VSPH 8 STD 1 PROC 1YR (EDI)		1.0	1.0	0.0	EA	\$937.20		\$937.20
VS8-STD-P-SSS-C	PROD SUP SUB VSPH 8 STD 1 PROC 1YR (EDI)		1.0	1.0	0.0	EA	\$937.20		\$937.20

Please Remit Payment To:

Marco Technologies, LLC. NW 7128
PO Box 1450 . Minneapolis, MN . 55485-7128

For billing inquiries or to arrange payment please email ar@marconet.com or call 800.847.3014.

Payments made via credit card are subject to a 3% surcharge.

A \$30 fee will be assessed for any returned payment.

Any communications concerning disputed debts, including any instrument (including any check) tendered as full satisfaction of debt, are to be sent to Marco A/R . 4510 Heatherwood Rd . St. Cloud, MN 56301

Subtotal	\$13,775.52
Discount	\$0.00
Freight	\$0.00
Sales/Excise Tax	\$0.00
Invoice Total	\$13,775.52
Balance Due	\$13,775.52

GO PAPERLESS WITH ELECTRONIC INVOICING Opt-in for electronic invoicing by contacting Marco with your Acct # & Email
Phone: 800.847.3014, Option 1 Email: ar@marconet.com

BECKER COUNTY CASH COMPARISON

FUND	August 2022	August 2023	% Change	July 2023
REVENUE FUND				
REVENUE FUND	\$ 11,236,937.98	\$ 13,467,452.79	19.85%	\$ 14,221,909.47
DESIGNATED				
GO BOND SERIES 2022A	5,448,445.70	(5,056,347.64)	-192.80%	(4,976,542.50)
LAW LIBRARY	54,649.68	23,867.97	-56.33%	25,269.59
ATTORNEY'S FORFEITURES	71,521.02	77,144.18	7.86%	77,144.18
RECORDERS EQUIPMENT	217,835.13	138,902.67	-36.23%	131,408.53
RECORDERS ENHANCEMENT	179,750.58	179,735.58	-0.01%	189,558.58
TRANSIT	170,031.33	302,356.72	77.82%	276,300.35
TRANSIT LOCAL RESERVE	37,588.25	36,041.09	-4.12%	36,041.09
TOTAL REVENUE FUND	\$ 17,416,759.67	\$ 9,169,153.36	-47.35%	\$ 9,981,089.29
SPECIAL REVENUE FUNDS				
PUBLIC SAFETY	\$ 2,047,189.09	\$ 2,104,733.43	2.81%	\$ 2,840,188.10
E-911	41,449.84	144,510.31	248.64%	112,997.91
ROAD AND BRIDGE	875,728.50	4,523,088.90	416.49%	6,401,928.65
HUMAN SERVICES	8,436,464.31	9,941,410.89	17.84%	9,573,859.01
RECREATION	647,577.54	647,257.90	-0.05%	656,977.06
AMERICAN RESCUE PLAN ACT	6,419,699.53	-	-100.00%	-
RESOURCE DEVELOPMENT	900,853.97	976,491.18	8.40%	979,438.58
ENVIRONMENTAL AFFAIRS	2,626,421.59	2,234,990.10	-14.90%	2,312,236.83
DEBT FUNDS	948,142.44	1,257,229.60	32.60%	910,709.51
DITCH FUND	1,406.76	1,406.76	0.00%	1,406.76
SUNNYSIDE CARE CENTER	2,064,093.06	2,266,149.98	9.79%	1,922,145.47
NATURAL RESOURCE MGT	503,207.78	310,585.73	-38.28%	229,650.61
GRAVEL RESERVE	616,279.65	637,616.27	3.46%	596,896.94
OPIOID SETTLEMENT FUND	-	345,165.43	100.00%	297,273.66
LOCAL ASSISTANCE & TRIBAL CONSISTENCY FUND	-	83,593.59	100.00%	83,593.59
GENERAL - SPECIAL	563,006.99	4,258,206.72	656.33%	4,568,791.19
TOTAL SPECIAL REVENUE FUNDS	\$ 26,691,521.05	\$ 29,732,436.79	11.39%	\$ 31,488,093.87
AGENCY FUNDS				
BCCI	\$ 163,356.09	\$ 153,644.41	-5.95%	\$ 217,103.65
TAXES AND PENALTIES	3,078,086.97	2,692,443.76	-12.53%	2,033,837.43
CLEARING FUNDS	454,350.25	469,617.62	3.36%	413,776.21
TOTAL AGENCY PASS THRU FUNDS	\$ 3,695,793.31	\$ 3,315,705.79	-10.28%	\$ 2,664,717.29
TOTAL CASH & INVESTMENTS	\$ 47,804,074.03	\$ 42,217,295.94	-11.69%	\$ 44,133,900.45

Becker County Sales & Use Tax

2014					
<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
2015					
<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
2016					
<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
2017					
<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
2018					
<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
2019					
<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
2020					
<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
2021					
<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
2022					
<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
2023					
<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	24,856.10	222,856.10	(3,118.94)	219,737.16
April	231,000.00	32,779.63	263,779.63	(3,088.38)	260,691.25
May	244,000.00	21,709.12	265,709.12	(3,126.88)	262,582.24
June	358,000.00		358,000.00		358,000.00
July	406,000.00		406,000.00		406,000.00
August			-		-
September			-		-
October			-		-
November			-		-
	2,137,000.00	198,596.12	2,335,596.12	(21,794.39)	2,313,801.73
Grand Total	22,235,893.48	2,699,891.03	24,935,784.51	(319,455.84)	24,616,328.67

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
August 31, 2023**

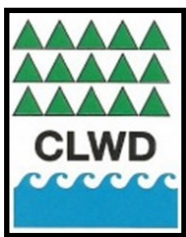
Bank or Institution	Investment Number	Interest Rate	Yield Rate	Maturity Date	Book Value(Cost)	Fair Market Value
American National Bank						
ANB CD American Natl	23-06	3.940%	3.940%	4/10/24	245,000.00	245,000.00
Community Development Bank of Ogema						
CDB CD CDBoO	09-13	4.500%	4.500%	6/17/24	500,000.00	500,000.00
CDB CD CDBoO	13-1	1.900%	1.900%	2/15/24	425,000.00	425,000.00
Midwest bank						
MW CD Midwest	0-39	2.480%	2.480%	12/8/23	96,000.00	96,000.00
MW CD Midwest CDARS	10-09	4.550%	4.550%	7/6/24	1,000,000.00	1,000,000.00
State Bank of Lake Park						
SBLP CD State Bank of LP	01-39	1.300%	1.300%	9/30/23	147,939.57	147,939.57
United Community Bank of Frazee						
UCB CD UCBof	23-07	3.710%	3.710%	5/3/25	200,064.30	200,064.30
Raymond James						
MK Lake Park-Audubon MN GO	11-6	5.375%	3.652%	2/1/26	500,000.00	503,720.00
MK Connecticut St Taxable Go Bond	20-14	3.310%	3.310%	1/15/26	564,114.72	481,800.00
MK CD Montgomery Cnty MD Rev Taxable Ref Bds 202	21-06	1.000%	1.000%	4/1/25	303,945.00	280,482.00
MK CD Bridgewater Bk Bloomington,MN	20-15	0.350%	0.350%	9/1/24	114,000.00	107,853.12
MK CD Alcoa Tenn Taxable Bds 2021 B	21-02	0.820%	0.820%	3/1/26	244,054.30	220,139.85
MK FHLB Federal Home Loan Bank	22-02	4.000%	4.000%	6/29/26	500,000.00	485,370.00
MK CD Discover Bank Greenwood, DE	22-07	4.850%	4.850%	11/9/26	244,000.00	240,740.16
MK FHLB Federal Home Loan Bank	23-03	4.240%	4.240%	2/17/28	250,000.00	242,257.50
MK CD CIBC Bank USA Chicago, IL	23-04	4.950%	4.950%	3/24/26	225,000.00	222,610.50
MK CD First St Bk of Dequeen Dequeen	23-06	4.600%	4.600%	7/7/26	100,000.00	97,995.00
MK CD HAPO Community Credit UN	23-07	5.250%	5.250%	2/27/26	240,000.00	239,128.80
Wells Fargo Advisors (Formerly Wachovia Securities)						
WFA FFCBB Federal Farm Credit Bank Bonds	20-18	0.310%	0.310%	11/30/23	500,012.92	493,460.00
WFA FHLBMSUCP Federal Home Loan Bank Multi Step Up Cpn Bor	21-03	0.500%	0.500%	3/16/26	455,000.00	415,064.65
WFA CD Texas Exchange Bk SSB CD	21-01	0.300%	0.300%	2/5/24	245,000.00	239,671.25
WFA CD BMW Bk North America CD	21-04	0.300%	0.300%	5/14/24	245,000.00	236,304.95
WFA CD New York Cmnty Bk CD	21-05	0.350%	0.350%	6/3/24	225,000.00	216,495.00
WFA CD Goldman Sachs BK USA CD	21-07	1.000%	1.000%	8/8/26	215,000.00	189,617.10
WFA CD UBS Bank USA CD	21-08	0.550%	0.550%	8/26/24	245,000.00	233,159.15
WFA CD State Bank India	21-09	0.450%	0.450%	10/30/23	245,000.00	243,103.70
WFA CD Synchrony Bank CD	21-10	0.450%	0.450%	10/23/23	245,000.00	243,326.65
WFA CD JP Morgan Chase Bk NA CD	22-01	1.100%	1.100%	1/31/25	245,000.00	230,287.75
WFA BOND US Treasury Notes	22-03	2.750%	2.750%	4/30/27	326,476.93	311,473.80
WFA CD City Natl Bk - Bev Hi CD	23-01	4.350%	4.350%	1/26/26	245,000.00	239,149.40
WFA BOND Federal Home Loan Bank Bonds SER 00001	23-02	5.000%	5.000%	1/26/24	2,000,000.00	1,992,900.00
WFA BOND US Treasury Bill	23-05	4.887%	4.887%	10/26/23	1,074,390.04	1,091,101.00

Total Pooled Investments - Securities

12,409,997.78 12,111,215.20

Summary of Investments by Type		
	Book Value	Fair Value
CD's	4,936,058.17	4,813,586.25
CDARS	1,000,000.00	1,000,000.00
Jumbo CDs		
Local Gov Issues	500,000.00	503,720.00
Govt. Securities	868,059.72	762,282.00
Treasury	3,400,866.97	3,395,474.80
FNMA	0.00	0.00
FHLBMSUCP	455,000.00	415,064.65
FFCBB	500,012.92	493,460.00
FHLB	750,000.00	727,627.50
Totals	12,409,997.78	12,111,215.20

Investment Summary by Fund		
Revenue Fund	12,409,997.78	12,111,215.20
	12,409,997.78	12,111,215.20
Fair Market Value Adjustment		(298,782.58)



Cormorant Lakes Watershed District
10929 County Highway 5
Pelican Rapids, MN 56572-9324
www.clwd.org email: admin@clwd.org

Managers:

Ellis Peterson
218.532.2104

Jeff Moritz
218.439.6044

Mike Foley
701.388.1846

Lyle Hansen
218.532.3993

Sam Blattenbauer
701.361.4173

Inspectors:

Cy Abel
218.234.0607

Administrator:

Liz Larson
218.234.6865

Pat Oman
Becker County Administrator
915 Lake Avenue
Detroit Lakes, MN 56501

The term for Cormorant Lakes Watershed District (CLWD) managers Mike Foley & Lyle Hansen expires December 31, 2023. Accordingly the watershed is requesting the Commissioners to publish appropriate notice of the need to fill the position, a 3-year term, and to select a candidate. Both Mike and Lyle have expressed an interest in continuing in the capacity of Manager for the next term.

In other background information, the term expirations for the other manager positions are as follows:

Sam Blattenbauer	December 31, 2024
Jeff Moritz	December 31, 2024
Ellis Peterson	December 31, 2025

We are requesting to receive official written notice of the appointments after selection. These are important for the Managers and for our records. I also want to clarify that after an appointment is made by the Becker County Commissioners, the normal procedure is to send written notice of the confirmation to both the appointee and CLWD Administrator.

If you have any questions or need other information, please let me know.

Sincerely,
Liz Larson, CLWD Administrator

CC:Barry Nelson, Becker County Commissioner
Mary Hendrickson, Becker County Auditor-Treasurer

2024 Becker County Budget Development Timeline

Date(s)	Objective(s)
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



610 Terry Street
Detroit Lakes, MN 56501

October 23, 2023

Pat Oman
Becker County Administrator's Office
915 Lake Ave
Detroit Lakes, MN 56501

Dear Mr. Oman,

We would like to extend an invitation to you and/or your staff to join us for our new Becker County Food Pantry Building's Grand Opening and Ribbon Cutting Ceremony. Becker County is a key partner in our mission and critical to achieving our vision of a hunger-free Becker County. Our new building is the culmination of several years of planning, fundraising, and extensive collaboration.

We would like to honor your commitment to the Food Pantry in the past and celebrate our future growth with acknowledgement at our celebration, Wednesday, November 15th, 2023. We will begin at 1pm and will feature coffee and refreshments, building tours, and special guests. We sincerely hope you will be available to attend. Please contact us if you have any questions. On behalf of the Becker County Food Pantry and the families we serve, thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy McCombs".

Andy McCombsL



YOU ARE INVITED

GRAND OPENING CELEBRATION



Wednesday November 15th, 2023 at 1pm
610 Terry Street
Detroit Lakes, MN 56501



Capital Improvement Expenditure Request Form



Date Requested: 11/2/2023

Department: Auditor - Treasurer

Department Head: Mary Hendrickson

EXPLANATION OF THE REQUEST

Purpose/Need: Request to purchase ACE/Caseworks software. To digitize invoices and automate the business process in accounting. Requesting using special general funds.

REQUEST AMOUNT: \$ 54,721

Savings Achieved (Dollar Amount/Time/ Efficiency): The current manual process to support accounts payable is labor and time intensive. Caseworks software provides the ability to streamline and standardize the business process within the County. Reduces manual labor by automating current paper-based process while also reducing paper, copies, postage, and imaging costs. Provides the opportunity to improve customer service, reduce audit findings for paying invoices over 35 days from receipt and greatly reduces physical storage.

Are There Sufficient Funds In Your Budget?

Yes ☐ No ☒

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

Yes ☐ No ☒

Please explain further, if necessary: [Click or tap here to enter text.](#)

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

Date Request Completed: 11/2/2023

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



BECKER COUNTY

915 Lake Avenue • Detroit Lakes, MN 56501
218-846-7311

MEMORANDUM FOR ACTION

Date: November 2, 2023

SUBJECT: ACE/Caseworks – Digitizing all invoices for the County and streamlining business processes.

TO: Becker County Board of Commissioners

1. Discussion: Scan and digitize all invoices along with automate processes county wide by eliminating current paper- based processes. It would allow for authorized signers to digitally sign and route invoices electronically. It would reduce labor costs, paper, copies, postage, imaging costs while reducing physical storage as well.
2. Funding: Special General
3. Action request: Approve vendor ACE Caseworks
4. The point of contact for this memorandum is Mary Hendrickson and Nicole Ecker.

Distribution: Board of Commissioners, County Administrator

Description	Year 1		Year 2	Year 3	Year 4	Year 5	Total - Five Years	
	From	To					From	To
CaseWorks ACE License								
Full Access User Licenses	7,000	7,000					7,000	7,000
Read Only User Licenses	-	-					-	-
Payment Approver User Licenses	4,750	4,750					4,750	4,750
Primary System Edition License	20,000	20,000					20,000	20,000
							-	-
Total Software Licenses	31,750	31,750	-	-	-	-	31,750	31,750
EDMS User Hardware & 3rd Party Software								
Win2pdf	60	66					60	66
SP Cals	300	330					300	330
Scanners	2,625	2,888					2,625	2,888
Signature Pads	-	-					-	-
Keypads	-	-					-	-
iPads	-	-					-	-
Print from PRISM	-	-					-	-
Total Hardware	2,985	3,284	-	-	-	-	2,985	3,284
EDMS Infrastructure or Hosting Costs								
SP Serv License							-	-
Windows Serv License							-	-
SQL Serv Std - 2 Core							-	-
Server Hardware							-	-
Network Connectivity							-	-
Hosting Fees - One-Time Setup	0.00	0.00					-	-
Total Hardware							-	-
Project Fees								
NCT Implementation Project Fees	18,750	19,688					18,750	19,688
NCT Migration Services	-	-					-	-
0	-	-					-	-
Total Project Fees/Implementation Services	18,750	19,688	-	-	-	-	18,750	19,688
Annual Support								
Hosting Fees - Annual Support			3,500	3,500	3,500	3,500	14,000	14,000
NCT Annual Support			9,525	10,001	10,501	11,026	41,054	41,054
Total Annual Support	-	-	13,025	13,501	14,001	14,526	55,054	55,054
Total	53,485	54,721	13,025	13,501	14,001	14,526	108,539	109,775



BECKER COUNTY

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7311

MEMORANDUM FOR ACTION

Date: 11-01-2023

SUBJECT: 2023-2025 Audit Quotes for Becker County & EDA

TO: Becker County Board of Commissioners

1. County Auditor requests to enter into a 3-year professional services agreement with Clifton, Larson Allen LLP to complete the annual audits for Becker County and EDA. The annual Statement of Work will be signed by the Board Chair and County Administrator. We have had a professional relationship with this company for 8 years.
2. Funding: Auditor-Treasurer Budget
3. Action request: Authorize County Auditor to proceed with a 3-year agreement.
4. The point of contact for this memorandum is Mary Hendrickson

Distribution: Board of Commissioners, County Administrator



October 9, 2023

Cost proposal to provide professional audit services to:

Becker County, Minnesota

Prepared by:

Miranda Wendlandt, CPA, CFE, Principal

Miranda.Wendlandt@CLAconnect.com

Direct 320-759-5124

CLA (CliftonLarsonAllen LLP)

1920 Turning Leaf Lane, Suite 2

Alexandria, MN 56308

CLAconnect.com

CPAs | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See [CLAGlobal.com/disclaimer](https://claglobal.com/disclaimer).

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.



Professional Fees

Name of firm

CLA (CliftonLarsonAllen LLP)

Verification statements

I, Miranda Wendlandt, your engagement principal-in-charge, will serve as Becker County’s primary contact person for this engagement. Furthermore, as a principal of CLA, I am authorized to sign, bind, and commit the firm to the obligations contained in this cost proposal.

Fixed pricing

Our fees are based on the timely delivery of services provided, the experience of personnel assigned to the engagement, and our commitment to meeting your deadlines.

CLA understands the importance of providing our clients with value-added strategies. We propose to provide routine, proactive meetings — as part of our fee — that will allow us to review and discuss with you the impact of new accounting issues, as well as any other business issues you are facing and how they should be handled. This level and frequency of interaction will no doubt enable CLA to help you tackle challenges as they come up and take full advantage of every opportunity that presents itself.

The pricing for the audit engagement is listed below.

Professional Services	12/31/2023	12/31/2024	12/31/2025
Annual Audit	\$72,500	\$78,000	\$83,850
Preparing Financial Statements	\$7,750	\$8,000	\$8,500
SBITA Flat Fee	\$1,500	\$ -	\$-
Adoption of New Auditing Standards SAS 143-145	\$3,500	\$-	\$-
Technology and Client Support Fee (5%)*	\$4,363	\$4,300	\$4,618
Total	\$89,613	\$90,300	\$96,968

*Like most firms, we are investing heavily in technology to enhance the client experience, protect our data environment, and deliver quality services. We believe our clients deserve clarity around fees, and we will continue to be transparent with our fee structure.

Additional time spent auditing SBITA’s due to implementation of GASB 96 will be billed at our standardly hourly rate which ranges from \$150-\$285/Hour.

Fee includes testing of two federal grant programs, additional programs will be billed based on the complexity of the program – fees range from \$4,500 – \$6,500 per program.



Manner of Payment

The charges for our work are to be based upon the time involved, degree of responsibility assumed, and skills required, plus expenses including internal and administrative charges. Bills for services are due when submitted. Interim bills may be submitted at periodic dates to cover charges and expenses incurred but will not be submitted more often than monthly.

CLA does accept credit cards for payment.

Our fees are based on the timely delivery of services provided, the experience of personnel assigned to the engagement, and our commitment to meeting your deadlines.

CLA understands the importance of providing our clients with value-added strategies. We propose to provide routine, proactive quarterly meetings—as part of our fee—that will allow us to review and discuss with you the impact of new accounting issues, as well as any other business issues you are facing and how they should be handled. This level and frequency of interaction will no doubt enable CLA to help you tackle challenges as they come up and take full advantage of every opportunity that presents itself.



Our clients don't like fee surprises. Neither do we. We commit to you, as we do all of our clients, that:

- We will be available for brief routine questions at no additional charge, a welcome investment in an ongoing relationship.
- Like most firms, we are investing heavily in technology to enhance the client experience, protect our data environment, and deliver quality services. We believe our clients deserve clarity around our technology and client support fee, and we will continue to be transparent with our fee structure.
- Any additional charges not discussed in this proposal will be mutually agreed upon up front.
- We will always be candid and fair in our fee discussions, and we will avoid surprises.

Fee considerations

The fee proposal is based on the following:

- Becker County personnel will help periodically throughout the year and during the assurance fieldwork regarding account analysis and provision of year-end account reconciliation workpapers and schedules.
- The assurance reports will be delivered in accordance with Becker County's deadlines.
- Satisfactory completion of our firm's normal client acceptance procedures.
- Professional standards and regulations currently in effect. We reserve the right to modify your proposed fee if professional standards or regulations change for any engagement period.
- No significant changes in the operations of Becker County after the date of this proposal.

Fee increase

Our fees are based on professional standards and regulations currently in effect and barring any changes in the nature or requirements of the engagement, our annual fees will increase in accordance with the increases in our payroll and overhead costs. In addition, costs could increase due to substantial changes in your office locations, asset size, and/or operational structure.





October 10, 2023

Cost proposal to provide professional audit services to:

Becker County EDA, Minnesota

Prepared by:

Miranda Wendlandt, CPA, CFE, Principal

Miranda.Wendlandt@CLAconnect.com

Direct 320-759-5124

CLA (CliftonLarsonAllen LLP)

1920 Turning Leaf Lane, Suite 2

Alexandria, MN 56308

CLAconnect.com

CPAs | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See [CLAGlobal.com/disclaimer](https://claglobal.com/disclaimer).

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.



Professional Fees

Name of firm

CLA (CliftonLarsonAllen LLP)

Verification statements

I, Miranda Wendlandt, your engagement principal-in-charge, will serve as Becker County EDA’s primary contact person for this engagement. Furthermore, as a principal of CLA, I am authorized to sign, bind, and commit the firm to the obligations contained in this cost proposal.

Fixed pricing

Our fees are based on the timely delivery of services provided, the experience of personnel assigned to the engagement, and our commitment to meeting your deadlines.

CLA understands the importance of providing our clients with value-added strategies. We propose to provide routine, proactive meetings — as part of our fee — that will allow us to review and discuss with you the impact of new accounting issues, as well as any other business issues you are facing and how they should be handled. This level and frequency of interaction will no doubt enable CLA to help you tackle challenges as they come up and take full advantage of every opportunity that presents itself.

The pricing for the audit engagement is listed below.

Professional Services	12/31/2023	12/31/2024	12/31/2025
Annual Audit- includes preparing the financial statements	\$20,650	\$22,200	\$23,900
Adoption of New Auditing Standards SAS 143-145	\$2,000	\$-	\$-
REAC Reporting	\$1,950	\$2,100	\$2,250
Technology and Client Support Fee (5%)*	\$1,230	\$1,215	\$1,308
Total	\$25,830	\$25,515	\$27,458

*Like most firms, we are investing heavily in technology to enhance the client experience, protect our data environment, and deliver quality services. We believe our clients deserve clarity around fees, and we will continue to be transparent with our fee structure.

Additional time spent auditing SBITA’s due to implementation of GASB 96 will be billed at our standardly hourly rate which ranges from \$150-\$285/Hour.

If a single audit is needed, the fee will be based on the complexity of the program – fees range from \$4,500 – \$6,500 per program.



Manner of Payment

The charges for our work are to be based upon the time involved, degree of responsibility assumed, and skills required, plus expenses including internal and administrative charges. Bills for services are due when submitted. Interim bills may be submitted at periodic dates to cover charges and expenses incurred but will not be submitted more often than monthly.

CLA does accept credit cards for payment.

Our fees are based on the timely delivery of services provided, the experience of personnel assigned to the engagement, and our commitment to meeting your deadlines.

CLA understands the importance of providing our clients with value-added strategies. We propose to provide routine, proactive quarterly meetings—as part of our fee—that will allow us to review and discuss with you the impact of new accounting issues, as well as any other business issues you are facing and how they should be handled. This level and frequency of interaction will no doubt enable CLA to help you tackle challenges as they come up and take full advantage of every opportunity that presents itself.



Our clients don't like fee surprises. Neither do we. We commit to you, as we do all of our clients, that:

- We will be available for brief routine questions at no additional charge, a welcome investment in an ongoing relationship.
- Like most firms, we are investing heavily in technology to enhance the client experience, protect our data environment, and deliver quality services. We believe our clients deserve clarity around our technology and client support fee, and we will continue to be transparent with our fee structure.
- Any additional charges not discussed in this proposal will be mutually agreed upon up front.
- We will always be candid and fair in our fee discussions, and we will avoid surprises.

Fee considerations

The fee proposal is based on the following:

- Becker County EDA personnel will help periodically throughout the year and during the assurance fieldwork regarding account analysis and provision of year-end account reconciliation workpapers and schedules.
- The assurance reports will be delivered in accordance with Becker County EDA's deadlines.
- Satisfactory completion of our firm's normal client acceptance procedures.
- Professional standards and regulations currently in effect. We reserve the right to modify your proposed fee if professional standards or regulations change for any engagement period.
- No significant changes in the operations of Becker County EDA after the date of this proposal.

Fee increase

Our fees are based on professional standards and regulations currently in effect and barring any changes in the nature or requirements of the engagement, our annual fees will increase in accordance with the increases in our payroll and overhead costs. In addition, costs could increase due to substantial changes in your office locations, asset size, and/or operational structure.



Executive Exemption

To qualify for the executive employee exemption, all of the following tests must be met:

- The employee must be compensated on a salary basis (as defined in the regulations) at a rate not less than \$684* per week;
- The employee's primary duty must be managing the enterprise, or managing a customarily recognized department or subdivision of the enterprise;
- The employee must customarily and regularly direct the work of at least two or more other full-time employees or their equivalent; and
- The employee must have the authority to hire or fire other employees, or the employee's suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees must be given particular weight.

Administrative Exemptions

To qualify for the administrative employee exemption, all of the following tests must be met:

- The employee must be compensated on a salary or fee basis (as defined in the regulations) at a rate not less than \$684* per week;
- The employee's primary duty must be the performance of office or non-manual work directly related to the management or general business operations of the employer or the employer's customers; and
- The employee's primary duty includes the exercise of discretion and independent judgment with respect to matters of significance.

Professional Exemption

To qualify for the **learned professional** employee exemption, all of the following tests must be met:

- The employee must be compensated on a salary or fee basis (as defined in the regulations) at a rate not less than \$684* per week;
- The employee's primary duty must be the performance of work requiring advanced knowledge, defined as work which is predominantly intellectual in character and which includes work requiring the consistent exercise of discretion and judgment;
- The advanced knowledge must be in a field of science or learning; and
- The advanced knowledge must be customarily acquired by a prolonged course of specialized intellectual instruction.

7.3 Overtime and Compensatory Time

When operating requirements or other needs cannot be met during regular working hours, employees will be given the opportunity to volunteer for overtime work assignments. All

overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Paid holidays, sick leave, and vacation leave will be considered hours worked for purposes of performing overtime calculations.

Overtime compensation for non-exempt employees shall be made either in cash or compensatory time off, at the employee's option. No employee shall accumulate more than eighty (80) hours in the compensatory time bank; hours earned in excess of eighty (80) shall be paid in cash at the appropriate rate. All accumulated compensatory *not* used by December 15 shall be paid in cash at the appropriate rate. *Revised 3/3/2003*

Employees will have the ability to request a payout of any/all earned compensatory hours at any time. A universal form will be utilized to request payment of the requested compensatory time and will be submitted to human resources.

Formula for Insurance benefits and Cash in Lieu

Starting allocation	1406.26			
Long Term Disability	11	Comparison from 2023 to 2024 County Premium Paid		
Life Insurance	1.2	2023	813.08	
Net Balance	1394.06	2024	847.89	Comparable policies for deductions
			34.81	

Lowest Cost Insurance Premium	644.92
Proposed 2024 Cash in Lieu	749.14

Increase in Cash in Lieu from 2023 to 2024
168.16

Starting allocation	1406.26
Long Term Disability	11
Life Insurance	1.2
Net Balance	1394.06

2023 Current Cash in Lieu
580.98

Passport Plan	847.98
Cash in Lieu	546.17



Grant Contract Agreement

Page 1 of 2

Minnesota Department of Public Safety (“State”) Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190	Grant Program: 2022 Emergency Management Performance Grant Grant Contract Agreement No.: A-EMPG-2022-BECKERCO-004
Grantee: Becker County 915 Lake Avenue Detroit Lakes, MN 56501	Grant Contract Agreement Term: Effective Date: 01/01/2022 Expiration Date: 12/31/2023
Grantee’s Authorized Representative: Becker County Sheriff’s Office / Emergency Management ATTN: Adam Douglas – Emergency Management Director 915 Lake Avenue Detroit Lakes, MN 56501-3403 Phone: 218-847-2661 E-mail: adam.douglas@co.becker.mn.us	Grant Contract Agreement Amount: Original Agreement \$ 31,626.00 Matching Requirement \$ 31,626.00
State’s Authorized Representative: Homeland Security and Emergency Management ATTN: Ms. Kyle Temme 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190 Phone: 651-201-7420 E-mail: kyle.temme@state.mn.us	Federal Funding: CFDA/ALN: 97.042 FAIN: EMC-2022-EP-00007 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. §16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2022 Emergency Management Performance Grant Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 223. St. Paul, MN 55101-2190. The Grantee shall also comply with all requirements referenced in the 2022 Emergency Management Performance Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-EMPG-2022-BECKERCO-004 / P.O. No. 3000084170

Project No.: N/A

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: Todd Glander

Print Name: Todd Glander

Title: Sheriff

Date: 11/2/2023

Distribution: DPS/FAS
Grantee
State's Authorized Representative

2022 (EMPG) Emergency Management Performance Grant

Budget Summary (Report)

Organization:
Becker County

EXHIBIT A
A-EMPG-2022-BECKERCO-004

Budget		
Budget Category	Award	Match
Organization		
EM Dept Salary and Fringe Benefits	\$31,626.00	\$31,626.00
Total	\$31,626.00	\$31,626.00
Total	\$31,626.00	\$31,626.00
Allocation	\$31,626.00	\$31,626.00
Balance	\$0.00	\$0.00

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 11-23-1E

2022 Emergency Management Performance Grant

WHEREAS, there is a need to apply for said agreement between Homeland Security and Emergency Management Division and Becker County Sheriff's Office; and

WHEREAS, the need to have an Emergency Manager position for the coordination and guidance when a disaster occurs in Becker County; and

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, authorizes the Becker County Administrator to sign this grant agreement with Homeland Security and Emergency Management Division.

Duly adopted this 7th day of November 2023, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Pat Oman

Pat Oman
County Administrator

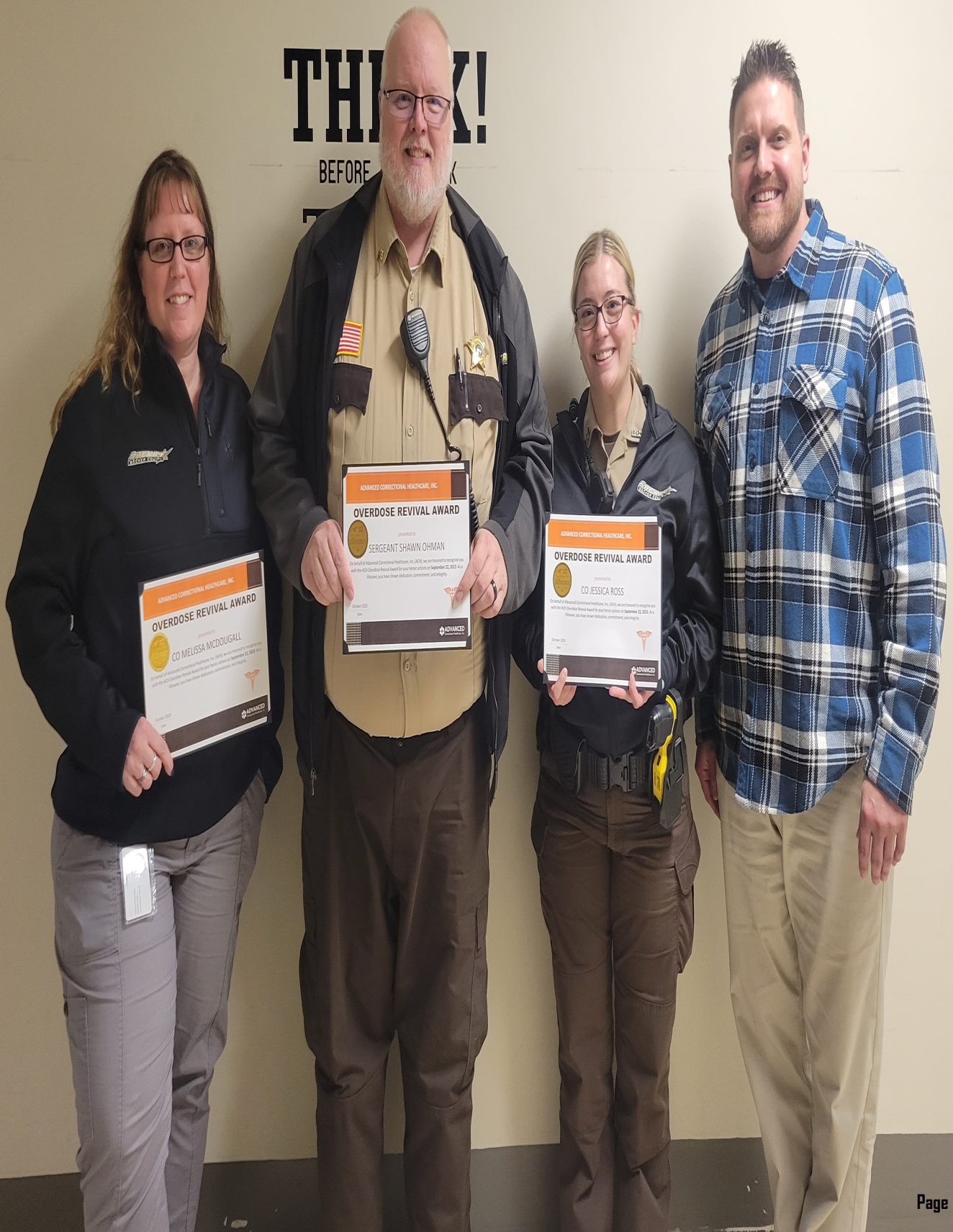
/s/ Barry Nelson

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 November 7, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator



Overdose Revival Award

Date: September 22, 2023

Location: Becker, MN

Jail Staff: Sergeant Shawn Ohman
CO Melissa McDougall
CO Jessica Ross

Present the certificate: Today I am proud to present Sergeant Shawn Ohman, CO Melissa McDougall, and CO Jessica Ross with the Overdose Revival Award.

Read the story: On September 22, 2023, in the Becker County Jail, CO McDougall alerted Sergeant Ohman of an unresponsive patient. Arriving at the scene, Sergeant Ohman noted the patient to be slumped over in a chair, face turning grey and blue. CO McDougall called 911 and retrieved Narcan as CO Ross arrived at the scene. Though the patient had a pulse, the patient was not breathing. Sergeant Ohman administered 2 doses of Narcan and sternum rubs, which had no effect. Multiple doses of Narcan were given to the patient before the patient took a deep breath but was still unconscious. Sergeant Ohman and CO Ross moved the patient to the floor and administered breaths using a bag valve mask. The patient eventually regained consciousness. EMS arrived soon after and the patient was transported to a local hospital for further care.

On behalf of Advanced Correctional Healthcare, Inc. (ACH), we are honored to present the ACH Overdose Revival Award to Sergeant Ohman, CO McDougall, and CO Ross for their heroic actions. As lifesavers, you have shown dedication, commitment, and integrity.

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 11-23-1D

**SUPPORT OF LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANT
APPLICATION BY THE COUNTY OF BECKER FOR IMPROVEMENTS TO CSAH 22**

WHEREAS, Becker County is committed to improving and constructing streets, roadways, trails and sidewalks, and creating a sustainable 10 ton roadway network for all users of the roadway system; and

WHEREAS, CSAH 22/West Lake Drive is a significant roadway corridor for Becker County and the City of Detroit Lakes and surrounding area; and

WHEREAS, County and City have invested significant monies and effort in planning and constructing corridor improvements over the past 10 years;

BE IT RESOLVED THAT, the Becker County Board of Commissioners does hereby support the efforts by the County Engineer in an application for \$1,500,000 in LRIP grant funds for improvements to CSAH 22/West Lake Drive between Legion Road and Washington Avenue.

IT IS FURTHER RESOLVED that Becker County, if successful in its application, will develop full project plans in accordance with State Aid rules for approval, secure additional funding as needed, let the project, administer the project, meet necessary deadlines, close out the project and maintain the improvements.

Duly adopted this 7th day of November, 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 November 7, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

Capital Improvement Expenditure Request Form

Date Requested: November 7th, 2023

Department: Highway

Department Head: Jim Olson, P.E.

Capital Improvement Request: Arctic HD 14' Snow pusher with coupler to fit Highway loader

Request Amount: \$18,009 Swanston Equipment - Fargo

EXPLANATION OF THE REQUEST

Purpose/Need: The pusher will be used to clean the parking lot and roads at the Highway Department facility. This unit will also be used to clear snow banks at intersections and push back drifts along roadways throughout the winter.

Savings Achieved (Dollar Amount/Time/ Efficiency): This snow pusher will help clear the parking lot at the Highway facility in a much more efficient manner than using other equipment. Clearing intersections and pushing back snow banks will also be more efficient as compared to using the loader bucket.

Are There Sufficient Funds In Your Budget? Yes

Was This In Your 5-Year Capital Improvement Plan? The 2024 budget includes \$25,000 for the purchase of this item. Item will be payable in January of 2024

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.

QUOTE



Swanston Equipment

3450 W. Main Ave, Fargo, ND 58103
Phone 701-293-7325 Fax 701-293-9468
www.swanston.com

DATE: OCTOBER 26, 2023

EXPIRATION DATE SEPTEMBER 26, 2023

TO JONA
BECKER COUNTY

SALESPERSON	PAYMENT TERMS	DUE DATE
Shawn Suess	Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Arctic 14 foot <ul style="list-style-type: none"> PATENTED SECTIONAL MOLDBOARD DESIGN PATENTED SLIP-HITCH™ UNIVERSAL COUPLER SYSTEM MECHANICAL SIDE PANELS AR-400 STEEL CUTTING EDGES AR-400 HARDENED STEEL SHOES POLYURETHANE MOUNTING BLOCKS 	MSRP	\$16,999.00
	Coupler attachment		\$1009.79
TOTAL			Sales tax not included
			\$18,008.79

Quotation prepared by: Bryan coons _____

This is a quotation on the goods named, subject to the conditions noted below:.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!



Investment Proposal (Quote)

RDO Equipment Co.
2960 34th St S
Moorhead MN, 56560
Phone: (701) 526-2200 - Fax: (701) 526-2201

Proposal for:
BECKER COUNTY HWY DEPT[PARKS & REC]
200 EAST STATE ST
DETROIT LAKES, MN, 56501

Investment Proposal Date: 9/28/2023
Pricing Valid Until: 10/12/2023
Deal Number: 1689051
Customer Account#: 4463010
Sales Professional: Brady Burgess
Phone: (701) 526-2234
Fax: (701) 526-2235
Email: BBURGESS@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	L5378 X659933	0	New 2022 ARCTIC SNOW PUSHERS HD11.5	\$16,325.00
1	L6158 Z013293	0	New 2023 ARCTIC SNOW PUSHERS HD14	\$18,750.00
Equipment Subtotal:				\$35,075.00

Purchase Order Totals

Balance:	\$35,075.00
Total Taxable Amount:	\$0.00
MN STATE TAX:	\$0.00
MN SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$35,075.00
Cash with Order:	\$0.00
Balance Due:	\$35,075.00

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	L5378	2022 ARCTIC SNOW PUSHERS HD11.5	None
1	L6158	2023 ARCTIC SNOW PUSHERS HD14	None



Service Agreement

Parties:	
Recycler:	Dynamic Lifecycle Innovations, Inc.
Customer:	Becker County
Program:	Minnesota

This Agreement, on the 10th day of October, 2023, is entered into by and between **Becker County**, 24413 County Road 144, Detroit Lakes, MN 56501 (hereafter referred to as "CUSTOMER") and **Dynamic Lifecycle Innovations**, N5549 County Road Z, Onalaska, WI 54650 (hereafter referred to as "DYNAMIC").

CUSTOMER hereby engages DYNAMIC to manage CUSTOMER's electronics for end-of-life recycling and/or asset reuse/recovery, and DYNAMIC agrees to be so engaged to manage CUSTOMER's electronic waste for processing and final disposition.

A. Exhibit Term

The term of this Agreement is Twelve (12) Months, with the option for a Twelve (12) Month extension upon mutual agreement by both parties, commencing on October 10th, 2023 and ending on October 9th, 2024. Any renewals shall be agreed upon by both parties within Sixty (60) days of the Agreement termination period.

B. Obligations of CUSTOMER: Becker County

CUSTOMER must notify DYNAMIC and clearly designate, at time of scheduling drop off/pick up, what is program eligible/not program eligible. DYNAMIC is to retain all program eligible recycling credits.

CUSTOMER shall separate all electronic waste to be recycled, by material type as specified in the Pricing section, sorted on to skid pallets/Gaylord boxes, or additional sort charges may apply. To ensure safe transport, all material must be secure and stable before picked up by DYNAMIC. DYNAMIC will provide packaging guidelines to CUSTOMER upon request. In no event will CUSTOMER place hazardous waste in, or on, such packaging materials. **Hazardous waste is defined as any radioactive or pathogenic item, asbestos, or any item containing hazardous chemicals which pose a health risk to DYNAMIC's employees, other than those which are normally and routinely contained within the electronic devices to be recycled.**

CUSTOMER guarantees that electronics are collected in compliance with all applicable federal, state, and local laws, regulations, and ordinances.

CUSTOMER will maintain, at its expense, all registrations, permits, certificates, licenses, or other authorizations required to collect and transport electronics.

CUSTOMER agrees to adhere to all of the terms and conditions of this Agreement and to pay invoices for services applicable for the recycling of electronic waste provided to DYNAMIC.

C. Obligations of DYNAMIC: Dynamic Lifecycle Innovations

DYNAMIC shall respond via email or phone to request(s) for pick-ups and/or load deliveries from CUSTOMER within two (2) business days and provide confirmation of said pick-up requests, if applicable, within three (3) business days.

- All requests should be sent via email to: orderrequests@thinkdynamic.com. Request should include a Bill of Lading with the number of skids to be picked up, along with the weight, and any specific dates/times/special instructions for the trucking. Bill of Lading should also describe the origin of the shipment.

DYNAMIC shall inspect the shipment and delivery receipt upon acceptance of an electronic load to ensure that the receipt accurately reflects the shipment documentation created by CUSTOMER. DYNAMIC shall inspect any skid pallets/Gaylord boxes, when

applicable, to confirm that the correct recycling materials have been received, sorted, and not tampered with prior to its delivery to DYNAMIC's processing facility. Please note that all loads will be settled based off DYNAMIC's weights when the material is received.

DYNAMIC agrees to process and recycle electronic material in accordance with applicable federal, state and local regulations.

D. Pricing

Material must be sorted to the below categories or sort fees may apply. Upon mutual agreement, Dynamic reserves the right to propose rate increases based on market fluctuations.

End of Life Recycling Services – MN Program	Rates
CRT Televisions & Monitors (Mixed)	Charge \$0.09/lb.
LCD Televisions & Monitors (Mixed)	Charge \$0.06/lb.
LCD Monitors (Separated)	Charge \$0.03/lb.
Projection & Wood Console Televisions	Charge \$0.10/lb.
Desktops, Laptops, Tablets & Servers (Mixed)	Credit \$0.30/lb.
Laptops & Tablets (Separated)	Scrap Rates Apply
Covered Electronic Devices; CEDs (Mixed: Desktop Printers, Scanners, Fax Machines, Computer Speakers, DVD Players, VCRs, Keyboards & Mice)	Credit \$0.05/lb.
End of Life Recycling Services – Non-Program	Rates
Miscellaneous Electronics (No battery-containing devices; Stereos, Remote Controls, Household Telephones, Speakers, Small Household Appliances, etc.)	Credit \$0.04/lb.
Floor Copiers	Charge \$0.12/lb.
Microwaves	Charge \$0.03/lb.
Refrigerant-Containing Appliances (No Ammonia-Containing Appliances)	Charge \$0.10/lb.
Cell Phones (Separated)	Credit \$3.00/lb.
Battery-Containing Devices (No Packaging)	Call for Pricing
Medical or Industrial Equipment; Salvaged Electronics or CRT Glass	Call for Pricing
Logistics Services	Rates
53' Semi Availability	Charged to CUSTOMER
Miscellaneous Services	Rates
**Sort Fee for mixed TVs and Monitors	Charge \$0.05/lb.

Pricing is for whole-units. Electronics missing commodities are subject to price downgrades.

****Sort Fee only applies to TVs and Monitors not sorted to categories outlined above.****

Any and all material deemed as Non-Conforming will be charged at Dynamic's current standard rates at Dynamic's sole discretion.

E. Payment Terms and Invoicing

All Statements and Certificates of Recycling from DYNAMIC will be emailed out upon completion of contracted recycling service, within thirty (30) business days of delivery. Payments shall be due thirty (30) days from the date of said invoice. Any invoices not paid within such thirty (30) days shall bear interest at one and one-half percent (1 ½%) per month.

F. Data Management and Disclosure of Non-NAID Services

DYNAMIC's standard operating procedures includes the moral obligation to provide data management (data sanitization and/or destruction) in accordance to industry leading best practice standards of NIST 800-88 and Dept. of Defense, as a minimum level of service regardless of clients' requested releases at no additional charge.

DYNAMIC can be contracted to provide enhanced data management capabilities via physical or software destruction methods (or both) either on-site or at a secure DYNAMIC facility with full chain of custody, in accordance with NAID AAA certified processes.

These enhanced practices such as the recording of serial numbers of destroyed computer hard drives or devices could be considered a critical element in determining, investigating and defending against regulatory non-compliance, potential data breaches, and data breach notification requirements.

Based on the pricing and all services outlined for the processing of material under this agreement, services are to be considered “Non-NAID Certified” unless otherwise mutually agreed upon in writing. CUSTOMER has been informed of DYNAMIC’s data management practices and potential data security risks.

CUSTOMER willingly agrees to opt out of NAID certified services and agrees that NAID and DYNAMIC will be held harmless from all claims, loss, or threatened loss, or any expenses by reason of the liability or potential liability arising from the failure to record the serial numbers of destroyed computer hard drives or devices.

G. Indemnification

CUSTOMER shall indemnify, defend, and hold DYNAMIC, DYNAMIC’s officers, and DYNAMIC’s customers harmless at all times from, and after, the date of this Agreement against and with respect to all damages, losses, costs, and expenses which DYNAMIC may suffer or incur with respect to, or in connection with:

- i. CUSTOMER’s omissions, acts, or failure to perform its obligations under this Agreement.
- ii. The material breach by CUSTOMER of any other agreement, representation, warranty, or covenant contained in this Agreement.

H. Audit Right

DYNAMIC shall have the right to audit CUSTOMER to assure compliance with the terms and conditions of this Agreement, including the right to audit reporting, processes, procedures, technical systems, records, and documents reasonably identified by DYNAMIC related to performance and compliance with all applicable laws, regulations, rules, program requirements, and DYNAMIC and DYNAMIC’s customer’s requirements.

I. Termination

DYNAMIC reserves the right to amend the obligation set forth in the above Scope of Work with a written notice to the CUSTOMER at any time throughout the duration of the program year, or if prior to such action, the other party materially breaches any of its representations, warranties or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed to the fullest extent of the law in regards to the costs of enforcing this Agreement. In the event of termination due to breach, the breaching party’s fines, fees, and penalties will survive termination. If the applicable state agency revises its legislation, Dynamic agrees to review the new changes, and must be acceptable to continue under this Agreement. Both parties recognize that all materials (electronic equipment, components, and commodities making up electronic waste) sent to DYNAMIC are wholly owned by DYNAMIC. All rights, credits, interests, and title generated from this process are owned and retained by DYNAMIC.

J. Governing Law

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin, without regard to its conflicts of laws rules.

K. Confidentiality

Each party shall hold confidential all confidential and trade secret information relating to the business of the other party and its affiliated and subsidiary companies disclosed to it by reason of this Agreement, including the terms of this Agreement, and will not disclose any of such information to any person or entity unless legally compelled to do so. Provided, however, that to the extent that a party may become so legally compelled, such party may only disclose the information if such party shall first afford the other party the opportunity to obtain an appropriate protective order or other satisfactory assurance of confidential treatment for the information required to be disclosed.

L. Force Majeure

Notwithstanding any other provision contained in this Agreement, if DYNAMIC is delayed or prevented from performing its obligations under this Agreement by any cause beyond its reasonable control including, but not limited to, acts of God, pandemic, war or other public disorder, governmental laws or orders, strikes or labor disturbances, the unavailability of labor or fuel, or other failure or delays of transportation which by exercise of due diligence, DYNAMIC could not be expected to avoid. In such instances DYNAMIC's performance shall be suspended or excused without damages, cost or penalties while such cause exists. DYNAMIC shall use its best efforts to overcome the event and shall have reasonable time after cessation of the event to commend its performance.

M. Representation of Authority

Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes a valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

IN WITNESS THEREOF, the parties have caused this contract to be duly executed by their duly authorized Representatives on the dates written under their signatures below intending for this Agreement to become effective as of the Effective Date.

Date: _____

Date: _____

Signed: _____

Signed: _____

Amanda Buross
Director of OEM Solutions
Dynamic Lifecycle Innovations

Steve Skoog
Director
Becker County

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY: This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Exhibit B1.0
Minnesota Electronics Recycling Act

This Exhibit is incorporated by reference into the Service Agreement MN-23/24-7-Becker County, entered into by and between CUSTOMER and DYNAMIC on October 10th, 2023.

For the purpose of this Agreement all definitions and requirements described below align with Minnesota Statute 115A.1310 to 115A.1330.

CUSTOMER confirms that all material designated as program eligible meets the requirements as listed in Exhibit B1.0.

1. Program Eligible Entities:
 - a. In alignment with the Minnesota Electronics Recycling Act the phrase Program Eligible Entities means Minnesota Households.
2. Program Eligible Material
 - a. Covered Electronic Devices (CEDs):
 - i. Computers (desktop, laptop, netbook, tablets)
 - ii. Peripherals (keyboards, mice, printer, or any other device sold exclusively for external use with a computer that provides input or output into or from a computer)
 - iii. Peripherals (keyboards, mice, computer speakers, external hard drives; items for external use provides input or output from a computer)
 - iv. Fax machines
 - v. DVD players, VCRs
 - b. Video Display Devices (VDDs):
 - i. Televisions
 - ii. Computer Monitors
3. Program Year
 - a. July 1st through June 30th of each year.
4. CUSTOMER agrees to operate in alignment with the Minnesota Statute 115A.1310 to 115A.1330 and guarantees that all electronics are collected in compliance with the Minnesota Electronics Recycling Act.
5. CUSTOMER must specify at time of shipment what material is classified as metro or non-metro.
6. CUSTOMER as a registered collector participating in the Minnesota Electronics Recycling Act must meet all requirements as a registered collector including but not limited to:
 - a. Submit by July 15th annually a complete registration to the Minnesota PCA in the format required by the PCA
 - b. Submit by July 15th annually a report to the Minnesota PCA the total weight of CEDs and VDDs collected in Minnesota during the preceding program year and the names of all registered recyclers to whom the CUSTOMER delivered CEDs and VDDs.
 - c. Whether the collector had a contract with a recycler or manufacturer to provide pounds toward meeting a manufacturer's obligation.
7. If the Minnesota Pollution Control Agency (MPCA) or DYNAMIC determines that CUSTOMER is out of compliance with any laws, regulations and rules under which CUSTOMER must comply with at the local, state, Federal, and international level; CUSTOMER is removed by the MPCA from the Minnesota Electronics Recycling Act; and/or the Program Eligible Material collected by CUSTOMER are determined by the MPCA or other government agency to no longer be eligible under the state program, then CUSTOMER shall immediately notify DYNAMIC at which point the Contract will terminate. If the MPCA or other government agency determines that the Program Eligible Material volume shipped to DYNAMIC cannot be claimed by a manufacturer program, CUSTOMER must immediately repay DYNAMIC for all payments under this Contract and shall also pay DYNAMIC for any fines or penalties incurred by manufacturers or manufacturer programs to which DYNAMIC sold CUSTOMER's volume, or shortfall pounds from CUSTOMER. This amount from CUSTOMER will be considered late and a late charge of three percent (3%) shall apply if not paid to DYNAMIC within thirty (30) days of demand by DYNAMIC. CUSTOMER also confirms that all pounds purchased by DYNAMIC in this contract have not been previously sold and counted for any other state manufacturer program.



BECKER COUNTY

915 Lake Avenue • Detroit Lakes, MN 56501
218-846-7311

MEMORANDUM FOR ACTION

Date: November 7th, 2023

SUBJECT: Electronic Waste Disposal Service Agreement

TO: Becker County Board of Commissioners

1. Discussion: Becker County has had an electronic waste disposal service agreement with Dynamic Lifecycle Innovations, Inc. over the past years. This proposal is to extend the updated electronic waste (E-waste) for another year. The proposed contract extension has more favorable terms than in the past and the current State E-waste disposal contract currently held by Dynamic.
2. Funding: The E-waste disposal costs are covered by E-waste tip fees collected at the County Solid Waste Campus from community customers.
3. Action request: Board motion approving Steve Skoog to sign the 2023-24 Dynamic Lifecycle Innovations, Inc. Service Agreement on behalf of Becker County.
4. The point of contact for this memorandum is Steve Skoog

Distribution: Board of Commissioners, County Administrator

Memorandum of Understanding (MOU)
Between
Becker County and Clay County
Regarding
The Transfer of Municipal Solid Waste and related Solid Waste
Commodities

Introduction

Becker County and Clay County recognize the need for the Counties to work cooperatively on related solid waste concerns. Both Counties have well-established solid waste programs which have common goals. While both Counties have operational plans and agreements that formally extend beyond their respective jurisdictions with different entities, they tend to remain responsible for all of their own operational responsibilities in practice.

Increasing solid waste related costs and regulatory requirements have highlighted the need for the Counties to work together to identify common goals and to establish operational plans that will benefit both Counties and other regional partners across traditional jurisdictional boundaries. To achieve these common goals as identified by the participants in this MOU, each county (and respective solid waste departments) will develop cross jurisdictional operations solution(s) for the benefit of both parties. Solutions initially identified to minimize the cost of transferring solid waste will require each county to purchase common waste transfer equipment and hire personnel.

Purpose

Currently both Counties are committed to delivering mixed municipal solid waste to the Perham Resource Recovery Facility (PRRF) as members of the Prairie Lakes Municipal Solid Waste Authority (PLMSWA). Becker County delivers mixed municipal solid waste to the PRRF and noncombustible mixed municipal solid waste to the Fargo Landfill. Clay County delivers mixed municipal solid waste to the PRRF and to the Clay County Landfill from its Solid Waste Transfer Station located in Moorhead, MN. The participants in this MOU desire to streamline the movement of solid waste and other related solid waste commodities that are currently transferred by each of the participants. By understanding individual county waste transfer schedules and allowing each county to utilize the use of the other counties equipment, staff, and infrastructure to streamline the transfer of solid waste from each county will reduce overall operational costs for each county.

Scope

The scope of this MOU will include the Becker County Land Use Department (Environmental Services) and the Clay County Solid Waste Department. Each County Department has its own operational capacity beyond the proposed intended purpose of this MOU.

Definitions

- Solid Waste means mixed municipal solid waste.

- Solid waste commodities include any type of solid waste except mixed municipal solid waste.
- Transfer of solid waste related costs include the cost of storing, loading, transferring, and offloading solid waste related items from a solid waste transfer station to a designated destination.

Policy

The participants in this MOU will create common operational capacity to transfer solid waste that will benefit both parties, this will include purchasing of equipment, development of infrastructure, staff training, standardization of operating procedures (SOP's) and any other related items that the participants deem necessary for the success of this MOU.

User Procedure Requirements

By signing this agreement, each agrees to work together to the greatest possible extent. The purpose of defining solid waste transfer procedures is to ensure that each party is aware of the need to communicate and work cooperatively to achieve common stated goals. Each party is required to provide and maintain their own equipment and will be responsible for protecting and maintaining the other party's equipment from damage that may be incurred during common operating procedures.

Maintenance

Each party will be responsible for purchasing and maintain their own equipment, in the event that one party damages the other party's equipment, the party causing the damage shall be responsible for the damages incurred. The damage incurred during normal operation does not include normal operational wear over time.

Oversight

Oversight of the operational aspects of the stated goals of this MOU will be the responsibility of the respective departmental leaders in each County. Any policy related concerns will be the responsibility of the respective County Boards.

Responsibility of Standard Operating Procedures (SOP) Compliance

It is the responsibility of County Department heads to ensure that County department staff are trained properly and that there are standard SOPs for staff to follow.

Description of Equipment supplied by each County.

- a) Waste hauling trailers [Transfer Trailers] are to be of sufficient size, strength, and design to receive solid waste dumped into them while parked in a lower-level loading bay, from the higher [tip floor] area by local garbage trucks, businesses, and private citizens. Waste direct dumped may be from traditional compactor garbage trucks, compactor units, roll off units or other vehicles used for the collection and transportation of solid waste.
- b) Minimum transfer trailer volume is to be no less than 113 cubic yards capacity. Trailers should be no shorter than 45 feet in length or longer than 50 feet in length with a minimum height of 13 feet 6 inches. The Transfer Trailer loading bay area at County Transfer Stations are designed to accommodate trailers of legal height and length.
- c) Each party shall be responsible for maintenance of their equipment including but not limited to:
 - i) lights, tarps and tarp repair, tarp poles, cranks, brakes, parking brakes, dollies, walking floor, conveyor belts, tires, bearings, lubrication, and general condition of the trailer.

- d) Trucks and trailers shall be annually inspected and certified by the State Department of Transportation.

Trailer parking

- a) Each County will be responsible for tarping [covering] loads to prevent solid waste from blowing from the transfer trailers during transportation to the designated county disposal site. Loaded transfer trailers are to be picked up from the area that is designated as the loaded transfer trailer parking area.
- b) Empty transfer trailers will be placed and stored in the area designed by each County for that purpose. Empty transfer trailers will be untarped by the County staff that is delivering the trailer to the designated transfer station site. Empty trailers will be parked with parking brakes on. **The County loading a trailer be responsible for adjusting loads to comply with road weight restrictions to the best of their ability during the loading process. Each County has certified truck scales at their Solid Waste Transfer Station, the County that is pulling a trailer will be responsible for overload violations.**
- c) Each County truck driver shall inspect each trailer prior to shipment to reasonably ascertain that the trailers are not damaged and are in a roadworthy condition. If there is any evidence of damage to the trailers by the County staff that loaded the trailer, the driver shall immediately notify the on-site Transfer Station Manager of such damage.
- d) Each County agrees to perform any repairs deemed necessary by each County at the County that owns the equipment at that Counties expense.

Conduct at County Facilities

- a) Each County accepts responsibility of conduct of each Counties personnel, agents, and assigns.

Maintenance and Spare Equipment

Each County shall maintain and pay the costs for repair for those vehicles and equipment which the County owns and operates to provide services under this agreement. It shall be each counties responsibility to provide back-up equipment as needed in the event of vehicle or equipment malfunction of any other causes which might result in the loss or use of equipment requirement under this agreement.

Insurance

In order to protect itself and to protect each county under the indemnity provisions set forth in this agreement, each county shall, at their expense, procure and maintain policies of insurance covering the term of this contract as set forth below. Such policies of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions herein. The policies of insurance to be obtained by each county pursuant to this section shall be purchased from a carrier licensed to do business in the state of Minnesota and shall include the following:

- a) A single or combined limit, occurrence-based, comprehensive, general liability insurance policy which shall include a broad form comprehensive liability endorsement and a contractual endorsement together with coverages for loading and unloading, completed operations and

explosion and collapse of underground operations, which shall include the following coverage at a minimum:

- a. Bodily injury/death \$500,000 per person
 \$1.5 million per occurrence
 - b. Property damage \$500,000 per person
 \$1.5 million per occurrence
- b) Automobile liability.
- A single or combined limit automobile liability insurance policy for all owned, non-owned, and hired vehicles, if any, used in the provision of services this contract, which shall include the following coverage at a minimum:
- a. Bodily injury/death \$500,000 per person
 \$1.5 million per occurrence
 - b. Property damage \$500,000 per person
 \$1.5 million per occurrence

The parties in this MOU herein agrees that the transfer equipment provided by each county herein shall be used primarily for the performance of services described in this agreement, unless otherwise authorized by the other county to use said equipment for other purposes.

Becker County hereby agrees that Clay County may haul with its equipment, at its discretion, solid waste to the Fargo Landfill or the Perham Resource Recovery Facility.

Clay County hereby agrees that Becker County may haul with its equipment, at its discretion, solid waste from Clay County to the Perham Resource Recovery Facility.

Both parties hereby agree that they may pull and use the other counties trailers and will accept responsibility and liability for the trailer they are pulling while transferring solid waste as part of this MOU.

Compliance with laws

Each county shall employ and direct such personnel as it requires to perform said services; shall secure any and all insurance, permits, licenses and training as may be required in order to perform the services herein contemplated; shall exercise full and complete authority over its person (including appropriate training for provision of services herein); shall comply with all workers' compensation, employer liability and other federal, State, County and municipal laws, ordinances, rules and regulation required of an employer performing services as described under this Agreement; and shall make all reports and remit all withholding or other deductions from the compensation paid its personnel as maybe required by any Federal, State, County or municipal law, ordinance, rule or regulation.

Indemnity

To the fullest extent as directed under law, each County shall indemnify and hold harmless the other its officers, employees, and agents from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work/services under this MOU; provided that such claim, damage, loss or expense is attributable to bodily injury,

sickness, disease or death, or to destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the other County, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this MOU.

Billing

The Counties shall submit an itemized invoice to the other County setting forth the number of trips from the transfer station to the disposal site. Each County shall obtain a weigh slip from the disposal site for each trip.

Modifications

Any alterations, variations, modifications, or waivers of the provisions of this MOU shall only be valid when they have been reduced to writing and signed by authorized representatives from the parties in the MOU.

Updates to the MOU

Updates will take place after each participant agrees by consensus on proposed changes. It is then the responsibility of each county to decide the best method of dissemination in their respective county. In the event that a proposed change impacts the intent of the MOU, a new signature page verifying the understanding of changes may be required.

APPROVED BY:

Becker County:

Name	County Administrator	Date
------	----------------------	------

Name	Chair, County Board of Commissioners	Date
------	--------------------------------------	------

Name	County Attorney	Date
------	-----------------	------

Clay County:

Name	County Administrator	Date
------	----------------------	------

Name	Chair, County Board of Commissioners	Date
------	--------------------------------------	------

Name	County Attorney	Date
------	-----------------	------



BECKER COUNTY

915 Lake Avenue • Detroit Lakes, MN 56501
218-846-7311

MEMORANDUM FOR ACTION

Date: November 7th, 2023

SUBJECT: Resolution 11-23-1B Solid Waste Transfer MOU

TO: Becker County Board of Commissioners

1. **Discussion:** Becker County and Clay County have determined that it is beneficial for both counties to work together to minimize the transfer of solid waste from each counties transfer station to end disposal sites. The counties will coordinate transfer hauling and reduce hauling cost by hauling each counties solid waste as a backhaul instead of trucks returning empty after offloading solid waste. Currently Becker waste is delivered to the Fargo Landfill and instead of returning back empty, Becker County will pick up a load of waste and deliver it from Moorhead to the Perham Incinerator as a backhaul. When Clay County delivers waste to the Perham Incinerator, they will transfer waste from the Becker Co. transfer station to the Fargo Landfill. By working together Becker and Clay Counties will reduce the amount of 'deadheading' currently incurred by each county. This agreement will extend to all solid waste commodities currently transferred by each county.

In the future if the City of Fargo approves, Becker County will over deliver its solid waste delivery commitment to the Perham incinerator, the additional volume delivered to Perham will be credited to Clay County, Clay County would then deliver an equal tonnage from Moorhead to the Fargo Landfill on behalf of Becker County. This would further reduce the amount of waste transferred by the Counties resulting in less waste hauling miles being incurred by the Counties.

2. **Funding:** N/A – this will save solid waste transfer costs.

3. **Action request:** Approve Resolution 11-23-1B

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

Distribution: Board of Commissioners, County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 11-23-1B

**Becker County and Clay County
Solid Waste Transfer MOU**

WHEREAS, Becker and Clay Counties recognize the need to work cooperatively on common solid waste concerns,

WHEREAS, Both Counties incur significant solid waste disposal costs transferring waste to end disposal sites. These transfer costs may be mitigated by working together to streamline operational costs that will benefit both parties.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approve entering into a Memorandum of Understanding (MOU) between Becker County and Clay County regarding the transfer of municipal solid waste and other related solid waste commodities.

Duly adopted this 7th day of November, 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 November, 7th, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

Capital Improvement Expenditure Request Form



Date Requested: 11/7/2023

Department: Land Use/Environmental Services

Department Head: Steve Skoog

EXPLANATION OF THE REQUEST

Purpose/Need: Request to purchase a 2023 Toyota Model 8FGU 24 Forklift with a New Cascade 35D model revolving bale clamp from F-M Forklift Sales and Service, Inc.

REQUEST AMOUNT: \$ 55,590

Savings Achieved (Dollar Amount/Time/ Efficiency): This is a budgeted item that is part of the material recovery facility (MRF) expansion project. The bale clamp will allow staff to efficiently load baled plastic, aluminum cans, and other light products to achieve heavier transfer load weights. This will allow staff to ship loads to end markets further from Becker County which will increase the net revenue for recyclable commodities sort at the MRF.

Are There Sufficient Funds in Your Budget?

Yes ☒ No ☐

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

Yes ☒ No ☐

Please explain further, if necessary: The quote from F-M Forklift matches MN State contract pricing for a new unit.

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

Date Request Completed: 11/7/2023

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

F-M FORKLIFT SALES & SERVICE, INC.

TO: BECKER COUNTY ENVIRONMENTAL SVCS
835 LAKE AVENUE
DETROIT LAKES, MN 56501
PH: 218-846-7310
rhonda.koch@co.becker.mn.us

4350 MAIN AVENUE
FARGO, ND 58103
PH 701-281-1660
FAX 701-281-1887

1331 AIRPORT ROAD
BISMARCK, ND 58501
PH 701-258-8331
FAX 701-223-0799

FORKLIFT TRUCKS
POWER SWEEPERS
SCRUBBERS
DOCK LEVELERS
PALLET TRUCKS
INDUSTRIAL BATTERIES
DOCK EQUIPMENT
SERVICE
PARTS

ATTENTION: RHONDA

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR
YOUR CONSIDERATION:

DATE: 09/12/2023

QUOTE #: 23317B

TOYOTA MODEL 8FGU25 FORKLIFT TRUCK

5,000 POUND CAPACITY @24" LOAD CENTER
TOYOTA 4Y LP GAS ENGINE
THREE-STAGE VIEW-TYPE MAST: 189" LIFT HEIGHT, 84" LOWERED HEIGHT
POWER STEERING
POWER BRAKES
POWERSHIFT TRANSMISSION
SUSPENSION SEAT
OPERATOR'S SEAT BELT
LED LIGHT PACKAGE
4TH FUNCTION HYDRAULICS
PNEUMATIC TIRES
48" LOAD BACKREST
NO FORKS
100 HOURS

NET PRICE FOB DETROIT LAKES \$37,645.00

PRICES SUBJECT TO STATE AND LOCAL TAXES WHERE APPLICABLE

THIS QUOTATION IS SUBJECT TO ACCEPTANCE BY BUYER AND SELLER WITHIN 30 DAYS FROM THE DATE HEREOF AND ONLY IN ACCORDANCE WITH THE TERMS STATED HEREON. BUYER GRANTS TO SELLER A SECURITY INTEREST IN EQUIPMENT DESCRIBED HEREIN UNTIL PAYMENT HAS BEEN MADE IN FULL.

RESPECTFULLY
SUBMITTED BY: DON OLSON, SALESMAN

ACCEPTED BY
BUYER: _____
(AUTHORIZED OFFICER OR REPRESENTATIVE)

ACCEPTED BY
SELLER: JEFF OVERBY, SALES MGR.

TITLE: _____ DATE: _____

(SIGNED)

PURCHASE ORDER/REFERENCE _____

F-M FORKLIFT SALES & SERVICE, INC.

TO: BECKER COUNTY ENVIRONMENTAL SVCS
835 LAKE AVENUE
DETROIT LAKES, MN 56501
PH: 218-846-7310
rhonda.koch@co.becker.mn.us

4350 MAIN AVENUE
FARGO, ND 58103
PH 701-281-1660
FAX 701-281-1887

1331 AIRPORT ROAD
BISMARCK, ND 58501
PH 701-258-8331
FAX 701-223-0799

FORKLIFT TRUCKS
POWER SWEEPERS
SCRUBBERS
DOCK LEVELERS
PALLET TRUCKS
INDUSTRIAL BATTERIES
DOCK EQUIPMENT
SERVICE
PARTS

ATTENTION: RHONDA

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR
YOUR CONSIDERATION:

DATE: 09/12/2023

QUOTE #: 23317

NEW CASCADE 35D REVOLVING BALE CLAMP

3,500 LB CAPACITY @ 24" LOAD CENTER
OPENING RANGE: 18" TO 68"
ARM HEIGHT = 16"
ARM LENGTH = 47"
41" FRAME WIDTH
360 DEGREE REVOLVING
BOLT-ON MOUNTING
ETA = 14 WEEKS

NET PRICE FOB DETROIT LAKES \$17,945.00

PRICES SUBJECT TO STATE AND LOCAL TAXES WHERE APPLICABLE

THIS QUOTATION IS SUBJECT TO ACCEPTANCE BY BUYER AND SELLER WITHIN 30 DAYS FROM THE DATE HEREOF AND ONLY IN ACCORDANCE WITH THE TERMS STATED HEREON. BUYER GRANTS TO SELLER A SECURITY INTEREST IN EQUIPMENT DESCRIBED HEREIN UNTIL PAYMENT HAS BEEN MADE IN FULL.

RESPECTFULLY
SUBMITTED BY: DON OLSON, SALESMAN

ACCEPTED BY
BUYER: _____
(AUTHORIZED OFFICER OR REPRESENTATIVE)

ACCEPTED BY
SELLER: JEFF OVERBY, SALES MGR.

TITLE: _____ DATE: _____

PURCHASE ORDER/REFERENCE _____

(SIGNED)

ENVIRO MECHANIC B22-2		2023 COST TO FILL	CURRENT COST	2024 BUDGET	2025 BUDGET
SALARY		\$ 4,093		\$ 48,426	\$ 49,764
PERA		\$ 307		\$ 3,632	\$ 3,732
HEALTH		\$ -		\$ 17,408	\$ 17,408
FICA		\$ 313		\$ 3,705	\$ 3,807
UNIFORM/SEVERANCE					
TOTAL		\$ 4,713	\$ -	\$ 73,171	\$ 74,712

CURRENT BAND/GRADE -B22-2 STEP 5		COST TO FILL BAND/GRADE -B22-2 STEP 5	
HOURLY RATE	23.1925	HOURLY RATE	23.1925
BEGIN DATE	12/1/2023	BEGIN DATE	1/1/2024
END DATE	12/31/2023	END DATE	12/31/2024
# OF WEEKS	4.43	# OF WEEKS	52.29
# HOURS/WK	40	# HOURS/WK	40
TOTAL HOURS	177.14	TOTAL HOURS	2091.43
TOTAL MONTHS INS	0	TOTAL MONTHS INS	12



BECKER COUNTY

915 Lake Avenue • Detroit Lakes, MN 56501
218-846-7311

MEMORANDUM FOR ACTION

Date: November 7th, 2023

SUBJECT: Resolution 10-23-1A Permission to hire a Mechanic

TO: Becker County Board of Commissioners

1. Discussion: Currently Becker County hires out much of the mechanical maintenance work at the County Solid Waste Campus, which consists of:

Semi Tractors (4); walking floor trailers (5); van type trailers; pay loader; backhoe; forklifts (3); pickups (4); Demolition Landfill compactor (1); excavators (2); skid steers (4); enclosed & flatbed trailers; MRF equipment (sort line, conveyors, trash compactor, balers (2), eddy current and optical sorter).

2. Funding: The increase in personnel costs will be offset by reduced mechanic costs that are currently outsourced to equipment dealerships and local truck repair shops. There will be additional savings in reduced costs to purchase parts through government pricing.

3. Action request: Approve Resolution 10-23-1A.

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

Distribution: Board of Commissioners, County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 11-23-1A

Solid Waste Campus Mechanic

WHEREAS, there is a need to hire full time mechanic and back up truck driver at the County Solid Waste Campus.

WHEREAS, this position will also serve as Lead worker if the Transfer Station Manager or the Material Recovery Facility Manager is not available to direct staff on the Solid Waste Campus.

WHEREAS, That the Board of County Commissioners of Becker County, Minnesota, do approve hiring a full-time mechanic position through the normal hiring process and if this position creates a vacancy, then to fill that vacant position through the normal hiring process.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota do approve the hiring of a full-time mechanic.

Duly adopted this 7th day of November, 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 November, 7th, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

ER COUNTY BOARD OF COMMISSIONERS
RESOLUTION 11-23-1C
2024 SOLID WASTE FEE SCHEDULE

WHEREAS, the Becker County Board of Commissioners is mandated by the State of Minnesota to manage solid waste generated by its citizens in environmentally correct and State approved processes; and

WHEREAS, the Becker County Board of Commissioners has authority to establish and modify solid waste service fees and tipping fees; and

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of Becker County hereby approve the 2024 Solid Waste Fee List.

Duly adopted this 7th day of November, 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 November 7th, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

2024 BECKER COUNTY SOLID WASTE FEE SCHEDULE

Material	Description	2023 Rates without tax	2023 Rates with tax	2024 Rates without tax	2024 Rates with tax
APPLIANCES	Appliances (OUT OF COUNTY)	\$10.00	\$10.00	\$11.00	\$11.00
	Appliances - County Residents	\$5	\$5.00	\$8.00	\$8.00
BRUSH	COMMERCIAL HAULERS (per ton)	\$17.00	\$17.00	\$20.00	\$20.00
	NON COMMERCIAL / SELF HAULERS	\$0	\$0.00	\$0.00	\$0.00
CONCRETE	Concrete – Recycled (CY or per ton)	\$8.00	\$8.00	\$12.00	\$12.00
DEMO - ASBESTOES CONTAINING MATERIALS	Building demolition materials (CY) Asbestos containing materials			\$49.40	\$50.00
DEMOLITION MATERIALS	Building demolition materials (CY)	\$14.40	\$15.00	\$19.40	\$20.00
ELECTRONIC WASTE	Rate per screen 27" and over	\$10.00	\$10.00	\$11.00	\$11.00
	Rate per screen - under 27"	\$5.00	\$5.00	\$5.50	\$5.50
	CPU'S/Laptops/keyboards& mouse/printers/copiers etc	\$2.00	\$2.00	\$0.00	\$0.00
	Out of County	\$15.00	\$15.00	\$15.00	\$15.00
FIRE EXT.	Fire Extinguishers (per unit)	\$5.00	\$5.00	\$5.00	\$5.00
HHW (non-commercial)	HHW - Paint, etc.	\$0	\$0.00	\$0.00	\$0.00
LOOSE SOLID WASTE	Loose Garbage (per CY)	\$17.09	\$20.00	\$18.80	\$22.00
MATTRESS - NOT RECYCABLE	Large Mattress	\$17.09	\$20.00	\$17.09	\$20.00
	Mattress - small	\$13.68	\$16.00	\$13.68	\$16.00
MATTRESS- RECYCLE	Mattress -large	\$15.00	\$15.00	\$15.00	\$15.00
	Mattress - small	\$12.00	\$12.00	\$12.00	\$12.00
MIC	MIC-Compacted Garbage (per ton)	\$130.00	\$152.10	\$136.75	\$160.00
MIC-OUT OF COUNTY	Out of County compacted garbage (per ton)	\$195.00	\$228.15	\$205.13	\$240.00
MIC-PERHAM	MSW direct hauled by lisc. Hauler to Perham PRRF (per ton)	\$125.00	\$146.25	\$131.75	\$154.15
MIX - MSW & DEMO	Mixed MSW/ Demo Load (CY)	\$23.93	\$28.00	\$25.21	\$29.50
OIL FILTERS	Oil filters by residents	\$0.00	\$0.00	\$0.00	\$0.00
OIL FILTER	OilFilters-55 gallon barrel	\$45.00	\$45.00	\$50.00	\$50.00
RR TIES	RR Ties (per ton)	\$130.00	\$152.10	\$136.75	\$160.00
SHINGLES	Shingles-Recycled (per CY)	\$10.00	\$10.00	\$11.00	\$11.00
	Shingles-Recycled (Ton)	\$27.35	\$27.35	\$30.00	\$30.00
STUMPS2	Tree stumps (per ton)	\$17.00	\$17.00	\$20.00	\$20.00
AUTO TIRES	Auto per tire charge	\$2.00	\$2.00	\$3.00	\$3.00
	TIRE- (enter pounds)	\$0.16	\$0.16	\$0.17	\$0.17

2024 BECKER COUNTY SOLID WASTE FEE SCHEDULE

Material	Description	2023 Rates without tax	2023 Rates with tax
TIRE - by volume and non-auto tires	(Scaled - per ton)	\$320.00	\$320.00
	Tractor tire per ton	\$320.00	\$320.00
	Truck Tire (per unit)	\$15.00	\$15.00
COMPOST MATERIAL	organic compostable material (per ton)	\$16.00	\$16.00
Wood – clean	Per Ton	\$60.00	\$60.00
FEE- HAULER HOLIDAY TIP FEE	Commercial haulers only	\$115.00	\$115.00
FEE – LATE CUSTOMER	Per occurrence	\$40.00	\$40.00
FEE – LOADER	Per hour	\$115.38	\$135.00
FEE – BATTERY PACK	Per use	\$6.00	\$6.00
FEE – SEPARATION	Per hour	\$115.39	\$135.00
COMMERICAL Hazardous Waste (VSQG)	Cost of disposal Plus 35% + \$35 per customer	Cost of disposal Plus 35% + \$35 per customer	
	Processing fee - baling	\$57.75	
	Sort line processing fee - (BC commercial haulers only)	\$27.50	
	Out of County Processing fee - sort line	\$140.00	
AG/HDPE Plastic Film	Service fee per stop	\$80.00	
RECYCLING DUMPSTERS	Service fee per stop	\$22.00	
Items OUT:			
CRUSHED CONCRETE - OUT	Per ton / plus loading fee	\$13.00	
METAL - OUT	If available for sale	\$.25/lb. or \$5.00 minimum	
Ground Asphalt Shingles (If available)	Per ton / plus loading fee	\$18.00	
Wood	If available for sale		
ReUse materials			

2024 Rates without tax	2024 Rates with tax
\$340.00	\$340.00
\$340.00	\$340.00
\$16.00	\$16.00
\$20.00	\$20.00
\$66.00	\$66.00
\$135.00	\$135.00
\$50.00	\$50.00
\$135.00	\$135.00
\$6.00	\$6.00
\$115.38	\$135.00
Cost of disposal Plus 35% + \$35 per customer	
\$60.00	\$60.00
\$30.00	\$30.00
\$145.00	\$145.00
\$90.00	\$90.00
\$25.00	\$25.00
\$16.00	\$16.00
\$0.00	\$.25/lb. or \$5.00 minimum
\$20.00	\$20.00
\$0.00	Varies Dependent on Item
0	Varies dependent on item



BECKER COUNTY

915 Lake Avenue • Detroit Lakes, MN 56501
218-846-7311

MEMORANDUM FOR ACTION

Date: November 7th, 2023

SUBJECT: Resolution 11-23-1C 2024 Solid Waste Fee Schedule Rates

TO: Becker County Board of Commissioners

1. **Discussion:** The Environmental Services Committee has reviewed the 2024 Solid Waste Budget and proposes changes for the 2024 Solid Waste Fee Schedule from the 2023 Solid Waste Fee Schedule to cover increased solid waste disposal rates at the Perham Resource Recovery Facility, Fargo Landfill, and the Polk County Landfill as well as other solid waste disposal rates such as tires, demolition landfill expenses, labor costs other general operational cost increases.
2. **Funding:** Funding source for Fund 18 for 2024 solid waste operations.
3. **Action request:** Approve Resolution 11-23-1C "2024 Solid Waste Fee Schedule Rates"
4. The point of contact for this memorandum is Steve Skoog

Distribution: Board of Commissioners, County Administrator



COUNTY OF BECKER

Board of Commissioners

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

November 7, 2023

To Whom it may concern:

Becker County supports the City of Perham paving project that is being considered for 6th Ave NE and 2nd St NE. These roads support the truck traffic that service the Perham Resource Recovery Facility, a regional Solid Waste to Energy facility that is owned and operated by the Prairie Lakes Municipal Solid Waste Authority (PLMSWA). The PLMSWA is a joint powers agreement between Becker, Clay, Ottertail, Wadena, and Todd Counties.

The maintenance and upgrades to the streets that service the Perham Waste to Energy Facility is very important to the county partners in the PLMSWA and Becker County strongly supports this project proposed by the City of Perham.

Sincerely,

Barry Nelson, Chair
Becker County Board of Commissioners



Serving the Counties of:

Becker, Clay, Otter Tail, Todd, & Wadena

1115 N. Tower Road • Fergus Falls, MN 56537

Phone: 218-998-4898 • Fax: 218-998-4899

Web: www.co.ottertail.mn.us/prairielakes

PERHAM RESOURCE RECOVERY FACILITY DEPARTMENT

201 6th Ave NE ~ Perham, MN 56573 ~ Phone: 218-346-4404 ~ Fax: 218-346-4436

01/21/2021

To whom it may concern:

It is my understanding that a paving project is being considered for 6th Ave NE and 2nd St NE. These particular roads are part of the existing truck route that is utilized by our facility for delivering municipal solid waste as well as loading and trucking recycled materials from our facility, they also provide access for the public to be able to utilize the Ottertail County recycling containers as well as Bongard's creamery for their truck scale and product distribution.

The Perham Resource Recovery Facility is owned and operated by Prairie Lakes Municipal Solid Waste Authority through a joint powers agreement between the counties of Ottertail, Todd, Wadena, Becker and Clay counties. The Perham Facility is a waste to Energy Facility that has up front processing (Material Recovery Facility) used to remove recyclable materials and inert materials from the waste stream to be burned to generate steam. The steam is then supplied to Bongard's Creamery and Tuffy's Pet Food to be utilized in their facilities for process steam and supplemental building heat.

The Perham Resource Recovery Facility supports the proposed project:

- 1) We own and operate the only state certified scale in the area that is utilized by 150 trucks a day to make sure they are in compliance with state rules as well as documenting all incoming and outgoing materials.
- 2) The Perham Facility utilizes this route for all deliveries of waste to the facility, recycled material going to market as well as all other materials associated with the facility going to their appropriate destination.
- 3) As mentioned above these roads allow access to the public recycling containers (located on Our Property) and also access for Bongard's Creamery Scale house for milk deliveries and out going products.

This route is very important to the continued success of the City of Perham as well as all the businesses in town. This route makes for a lot safer navigation for trucks and the public entering and leaving, the Perham Resource Recovery Facility strongly supports this project.

Sincerely,

A handwritten signature in black ink that reads "Brian Schmidt".

Brian Schmidt
Facility Manager
Perham Resource Recovery Facility
Perham, MN 56573

Minnesota Department of Natural Resources
Division of Parks and Trails
500 Lafayette Road
St. Paul, MN 55155-4039
Via email

October 13, 2023

Mitch Lundeen
County Land Commissioner
201 State Street E
Detroit Lakes, MN 56502
mitch.lundeen@co.becker.mn.us

RE: ultra United Lakes & Trail Riders Association - FY24 Snowmobile
Trail Improvement Grant: Bridge Project.

Dear Mr. Lundeen,

Congratulations! The Department of Natural Resources has awarded a trail improvement reimbursement grant totaling **\$9,000.00** for your project **"FY24 Bridge Rehabilitation Project"**. **Becker County** is the project sponsor, and will be the entity with which the state will execute the grant contract.

A contract must be executed prior to incurring eligible expenses for your project. Eligible expenses are those noted in the Trail Improvement Manual. The content of the contract will be directly based on the information provided in the approved application submitted and will be binding to this award letter.

For this grant, the sponsor is the responsible party to ensure all required permits are obtained and fiscal processes are adhered to when the club or organization submits requests for eligible expenses. Please complete any required permit/environmental documentation (see enclosed checklist "WHAT PERMITS MIGHT I NEED?"). Once the sponsor confirms in writing that required documentation is in place, DNR can enter into a contractual agreement for your project. The required documentation includes certifications of compliance with regulations that relate to your project and applicable approvals from state regulatory agencies. While snowmobile trail work conducted during the winter has been exempted from many types of permits, the work you may be conducting as part of your trail improvement project may require permits.

David Schotzko is the DNR Parks and Trails Area Supervisor for your project; he has been notified of your grant award and will be your primary point of contact for the project. Once you have confirmed you have necessary permits/environmental documentation in place, please confirm this in writing with your Area Supervisor.

- Please begin assembling your documentation as soon as possible.
- Forms associated with the "WHAT PERMITS MIGHT I NEED?" Checklist are located on the DNR's Trail Grant Project Administration webpage under the "Documentation required prior to grant contract/agreement" section at <https://www.dnr.state.mn.us/grants/recreation/grantee.html>.
- When beginning work, please review your application and the program manual to ensure that all costs incurred are eligible under the program to ensure you can be reimbursed once a fully

signed contract with the State of Minnesota is in place. This letter (and the preceding, attached email) represents a conditional offer subject to final approval by the DNR and completion of the required documentation noted on the enclosed checklist.

- Work Logs and Request for Reimbursement forms required for reimbursement are found on the DNR Snowmobile Trails Assistance Program (Grant-in-Aid) webpage at: https://www.dnr.state.mn.us/grants/recreation/gia_snowmobile.html.
- If your project is an emergency and cannot wait until a contract is executed, Please contact the Area Parks and Trails Supervisor.
- All projects are expected to be **completed by June 30, 2025**. Please contact your Parks and Trails Area Supervisor if you anticipate problems meeting that deadline.

If you have any questions regarding the process, please feel free to contact the Parks and Trails Area Supervisor Dave Schotzko 218-308-2367. david.schotzko@state.mn.us

Sincerely,



Wade Miller
State Trails and Snowmobile Program Consultant
Division of Parks and Trails
(651) 259-5643

Enclosures

File – project application

File - "WHAT PERMITS MIGHT I NEED _FY23"

File "trail_improvement_reimbursement_form"

File "fy20_giasnowmobile_trailimprovement_work_log_revised"

CC: Wayne Schlauderhaff, Ultra united Lakes & Trail Riders Snowmobile Club,
wayneschlauderhaff63@yahoo.com
David Schotzko, Area Supervisor, DNR Parks and Trails



**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

**SNOWMOBILE GRANT-IN-AID PROGRAM
FY 2024 TRAIL IMPROVEMENT GRANTS**

Local Unit of Government Sponsor:	Becker County
Trail/Club Name:	ULTRA Trails
Grant Amount:	\$9,000.00

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Becker County; 1771 North Tower Road, Detroit Lakes, MN 56501 ("SPONSOR").

Recitals

1. The Snowmobile Grant-in-Aid Program is established in [Minn. Stat. §84.83](#) to provide grants to local units of government for the improvement of snowmobile trails and the State is empowered to enter into this grant.
2. The State is in need of the services of the Sponsor to provide the trail improvements of the following trail(s) specified in this grant contract agreement:
United Lakes Trail Riders Association (ULTRA) - \$9,000.00.
3. The Sponsor has applied to the State for a grant for the above identified trails and has submitted the Snowmobile Grant-in-Aid Program Trail Improvement application form, required attachments, and resolution or official minutes of the Sponsor authorizing the proposed trail improvements unless an annual resolution from maintenance and grooming grants has already been submitted for the fiscal year. The submitted application form and required attachments are hereinafter referred to as the "Plan."
4. Attachment. The Sponsor's resolution or official minutes are attached and incorporated into this grant contract agreement, unless an annual resolution from maintenance and grooming grants has already been submitted for the fiscal year.
5. The Sponsor represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn. Stat. §16B.98](#), Subd.1, the Sponsor agrees to minimize administrative costs as a condition of this grant and to follow the code of ethics pursuant to [Minn. Stat. §43A.38](#) in administration of this grant.

1 Term of Grant Contract

1.1 Effective date:

July 1, 2023, Per Minn. Stat. §16B.98, Subd. 5, the Sponsor, must not begin work under this grant contract until this contract is fully executed and the Sponsor has been notified by the State's Authorized Representative that work may commence. Per Minn. Stat. §16B.98 Subd. 7, no reimbursements will be made to the Sponsor until this grant contract is fully executed.

1.2 Expiration date:

June 30, 2025 or until all obligations have been satisfactorily fulfilled, whichever occurs first.



Survival of Terms.

1.3 The following clauses survive the expiration or cancellation of this grant contract: 9 Liability; 10 Audits; 11 Government Data Practices and Intellectual Property; 13 Endorsement; 14 Governing Law, Jurisdiction, and Venue; 16 Data Disclosure; 19 Monitoring; and 28 Additional Program Requirements.

1.4 Incur Expenses.

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2023 are eligible for reimbursement. Expenses incurred by the grantee or its subcontractors prior to contract execution (as permitted by Minnesota Statutes, section 84.026, Subd. 4(1)) require written pre-approval by the state's authorized representative prior to expenditure.

2 Sponsor's Duties

The Sponsor agrees to construct, operate, and maintain the proposed trails in accordance with the guidelines contained within the current Minnesota Snowmobile Trails Assistance Program Trail Improvement Manual, hereinafter referred to as the "Manual" as accepted or amended by the State and available on the Snowmobile GIA Program webpage at http://www.dnr.state.mn.us/grants/recreation/gia_snowmobile.html. All work will be the responsibility of the Sponsor, its employees, or the sponsor's agent provided the agent is registered as a nonprofit corporation with the State of Minnesota. The Sponsor, who is not a state employee, will:

2.1. Comply with required grants management policies and procedures set forth through [Minn. Stat. §16B.97](#), Subd. 4 (a) (1).

2.2. Proceed to acquire necessary interests in lands on the Trail. The Sponsor must acquire land in fee, easement, lease, permit, or other authorization for said Trail. The term of said interest shall be no less than four (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the Trail, the Sponsor shall obtain from the owner of said parcel a permit, lease, easement, deed, or other authorization for said crossing in accordance with Minnesota Statutes Chapter 604A. The Sponsor shall certify that the necessary interests in the land have been obtained and are on file with the Sponsor or the sponsor's agent.

2.3. Complete activities in this Grant Contract Agreement for the trails approved by the State listed above according to the guidelines of the Manual as stated in the application, including cost worksheet(s) and map(s) as accepted or amended by the State that is the approved work plan and budget on file with the State's Authorized Representative.

2.4. Perform services to provide the trail(s) for public use in accordance with the guidelines in the Manual, which shall include but are not limited to:

- (a) The Sponsor will provide adequate maintenance and grooming on the Trail, which shall include keeping it reasonably safe for public use;
- (b) provide sanitation and sanitary facilities when needed;
- (c) provide other maintenance and grooming as may be required and in accordance with the trail grooming guidelines established in the manual.



The Sponsor and not the State is responsible for maintaining signs and the maintenance and grooming of the Trail.

2.5. Expedite establishment and construction of the trail(s). If the Sponsor fails to expedite establishment and construction of trails or fails to provide for adequate maintenance, the State may withhold payments to the Sponsor and/or terminate this Contract.

3 Time

The Sponsor must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State agrees to disburse funds to the Sponsor pursuant to this Agreement based upon the satisfactory completion receipt of the request for reimbursement as identified below. This grant shall not exceed the Grant Amount as specified on page one of this agreement or as amended. Funds not earned and paid out will be canceled annually at the end of the State's fiscal year (June 30).

4.2 Compensation.

Compensation in an amount not to exceed \$9,000.00, according to the breakdown of costs contained in Attachment A. Project Scope and Budget, which is incorporated and made part of this contract.

4.3 Matching Requirements.

Grantee certifies that the following matching requirement for the grant will be met by Becker County. The total project cost is \$12,600.00. Grantee agrees to match at least \$3,600.00 of this project cost.

The State shall disburse funds to the Grantee pursuant to this contract on a reimbursement basis not to exceed seventy-five (75) percent of its eligible costs, as described in Section 25.

4.4 Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Sponsor under this grant contract will not exceed \$9,000.00.

4.5 Payment.

The local unit of government must submit a request for reimbursement and attach worksheets furnished by the State for all costs incurred in acquiring, and developing the trail, all in accordance with the Manual. Additionally, the local unit of government must submit original receipts of actual purchases exceeding \$100.00. Further, the first request for reimbursement for costs incurred by grooming must be made by January 31, and the last day of every month thereafter while costs are incurred during the grooming season.

- 1.** First Payment: Upon receipt of the request for reimbursement evidencing acceptable trail costs of \$500.00 or more for acquisition or development the State agrees to reimburse the local unit of



government for approved costs in accordance with the Manual. The State shall not be required to pay for any services provided by the local unit of government, which the State determines to be unsatisfactory as determined by the State's authorized representative.

2. Subsequent Payments: Each thirty (30) successive days after the first payment, the local unit of government may submit invoices evidencing trail costs. Payments shall be made to the extent of authorized reimbursement, or until this agreement is terminated.

4.6 ***Contracting and Bidding Requirements.***

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

- (a) If the amount of the contract is estimated to exceed \$175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2)
- (b) If the amount of the contract is estimated to exceed \$25,000 but not \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2) and paragraph (c).
- (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2)
- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.



5 Conditions of Payment

All services provided by the Sponsor under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Sponsor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

5.1 Penalties

If its determined performance was not met, the State reserves the right to reduce payment in the following year's agreement or to exclude the Sponsor from participation in the Snowmobile Grant-in-Aid Program.

6 Authorized Representative

The State's Authorized Representative is David B. Schotzko, MN DNR PAT Area 1A Supervisor; 3296 State Park Road NE, Bemidji, MN 56601; 218-308-2367; david.schotzko@state.mn.us, or his/her successor, and has the responsibility to monitor the Sponsor's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Sponsor's Authorized Representative is Mitch Lundeen, Becker County Land Commissioner; 1771 North Tower Road, Detroit Lakes, MN 56501; (218)847-0099; mitch.lundeen@co.becker.mn.us. If the Sponsor's Authorized Representative changes at any time during this grant contract, the Sponsor must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Sponsor shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Sponsor. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability



The Sponsor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Sponsor or the Sponsor's agents or employees. This clause will not be construed to bar any legal remedies the Sponsor may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. §16B.98, Subd.8, the Sponsor's or the sponsor's agent's books, records, documents, and accounting procedures and practices of the Sponsor, the sponsor's agent, or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Sponsor and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Sponsor under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Sponsor or the State. If the Sponsor receives a request to release the data referred to in this Clause, the Sponsor must immediately notify the State. The State will give the Sponsor instructions concerning the release of the data to the requesting party before the data is released. The Sponsor's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights

(a) Intellectual Property Rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this contract.

(b) Obligations.

1. Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Sponsor, including its employees and subcontractors, in the performance of this contract, the Sponsor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

2. Representation. The Sponsor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Sponsor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Sponsor represents and warrants that the Works and Documents do not will not infringe upon any intellectual property rights of other persons or entities. The sponsor will indemnify, defend, to the extent permitted by the Attorney General and hold harmless the State, at the Sponsor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the Works and Documents infringe upon the intellectual property rights of others. The Sponsor will be responsible for payment of any and all such claims, demands, obligations,



liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Sponsor's or the State's opinion is likely to arise, the Sponsor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

The Sponsor certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Sponsor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Sponsor's website when practicable.

12.2 Endorsement

The Sponsor must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination and Funding

(a) Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(b) Termination by The Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.



Termination or Reduction for Insufficient Funding

The state can reduce or terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Sponsor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Sponsor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Sponsor notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.1 Termination by Contract

This grant contract may also be terminated upon mutual agreement by the State and the Sponsor.

14.2 Funding

The State's sole responsibility under this Agreement is to provide funds to the Sponsor. In the event that state funds become unavailable because of legislative or executive action or restraints, including but not limited to the Minnesota Legislature not appropriating sufficient funding for the program or there not being enough funding in the snowmobile account, the grant amount may be reduced or this contract may be terminated by the State.

15 Data Disclosure

Under [Minn. Stat. §270C.65](#), Subd. 3, and other applicable law, the Sponsor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws, which could result in action requiring the Sponsor to file state tax returns and pay delinquent state tax liabilities, if any.

16 Reporting Requirements

The Grantee shall submit a progress report, in the form prescribed by the State by May 1 of each year during the term of this grant contract. Upon completion of the Project, the Grantee shall certify to the State that the Project, as conducted, conforms to the approved Application. Said certification must be filed with the State prior to final reimbursement for the Project by the State. Forms will be provided by the State.

The Grantee is bound to financial and performance reporting requirements as noted in the approved Project Scope and Budget that is attached hereto as Attachment "A".

17 Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant contract, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.



Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

18 Invasive Species Prevention

18.1 Prevent or limit the introduction, establishment or spread of terrestrial invasive species during work. The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Sponsor shall prevent invasive species from entering into or spreading within the Trail(s) by ensuring the cleaning of equipment prior to arriving at the Trail(s) site. Where there are multiple sites and at least one contains invasive species, the intent is to start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Sponsor's contractors shall make every effort to schedule operations and site visits to avoid the spread of weed seed. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under State control.

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

TERRESTRIAL WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

AQUATIC WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the project site includes a water body, the grantee shall clean equipment and clothing as noted above, prior to entering and leaving the water body. Prior to leaving the water body, drain water from all equipment, tanks or water retaining components of boats (motors, live well and bilge). Immediately after leaving the water body, drain water from transom wells onto dry land.

18.2 Cleaning and disposal of material cleaned. If the equipment, vehicles, gear, or clothing arrives at the Trail with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by the Sponsor's contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at



the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the State's Authorized Representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

19 Pollinator Best Management Practices

19.1 Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to **Minnesota Statutes, section 84.973**. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: https://www.dnr.state.mn.us/pollinator_resources/index.html, **DNR Pollinator Best Management Practices and Habitat Restoration Guidelines**.

20 Accessibility

Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines. Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>.

21 Technical Assistance

Upon the request of the Sponsor to the extent possible, the State will provide technical assistance with major problems encountered in the maintenance and grooming of the Trail.

22 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

22.1 The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

22.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

23 Whistleblower Protection Rights

Recipient Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.

(a) This award and employees working on this financial assistance contract will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)

(b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all sub awards or subcontracts over the simplified threshold. 42 CFR & 52.203-17 (as referenced in 42 CFR & 3.908-9)

24 Conflict of Interest

It is the policy of the State of Minnesota to work to deliberately avoid actual and potential conflicts of interest related to grant making at both the individual and organizational levels.



A conflict of interest (actual or potential) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management Conflict of Interest Policy 08-01, will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

25 Additional Program Requirements (from program manual)

The grantee must comply with program requirements, state and federal law, requirements of the award as well as the terms and conditions for closeout of the sub-award. All program requirements can be found in the award letter and most up to date program manual.

25.1 Reimbursable Costs.

All the charges requested for reimbursement and match must be directly related to the acquisition, rehabilitation, and development of the GIA trail system outlined in the application. No other charges will be accepted without prior approval from your Area Parks and Trails Supervisor. Eligible costs shall be based upon the approved Application and can include the types of costs identified in the Manual provided they are solely related to and necessary for the completion of the Project.

25.2 Non-reimbursable Costs.

Non-eligible costs for reimbursement means all costs not defined as eligible costs, including but not limited to those identified in the Manual that applies to sub-grantee and their associated trail club/organization or project partner.

26 Force majeure

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligation is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

27 Non-Discrimination

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing



- regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
 - d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
 - e) Any other applicable non-discrimination law(s).



1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §16A.15

Signed: Karen Patvin
63FBE77957A34A8...

Date: October 31, 2023

SWIFT Contract/PO No(s). 238692/PO# 3000242620

2. SPONSOR

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

By: _____

Title: Land Commissioner

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:
Agency
Sponsor
State's Authorized Representative



Attachment A

PROJECT SCOPE and BUDGET

Recipient: Becker County

Grant/Project #: 2

Grant Amount: \$9,000.00

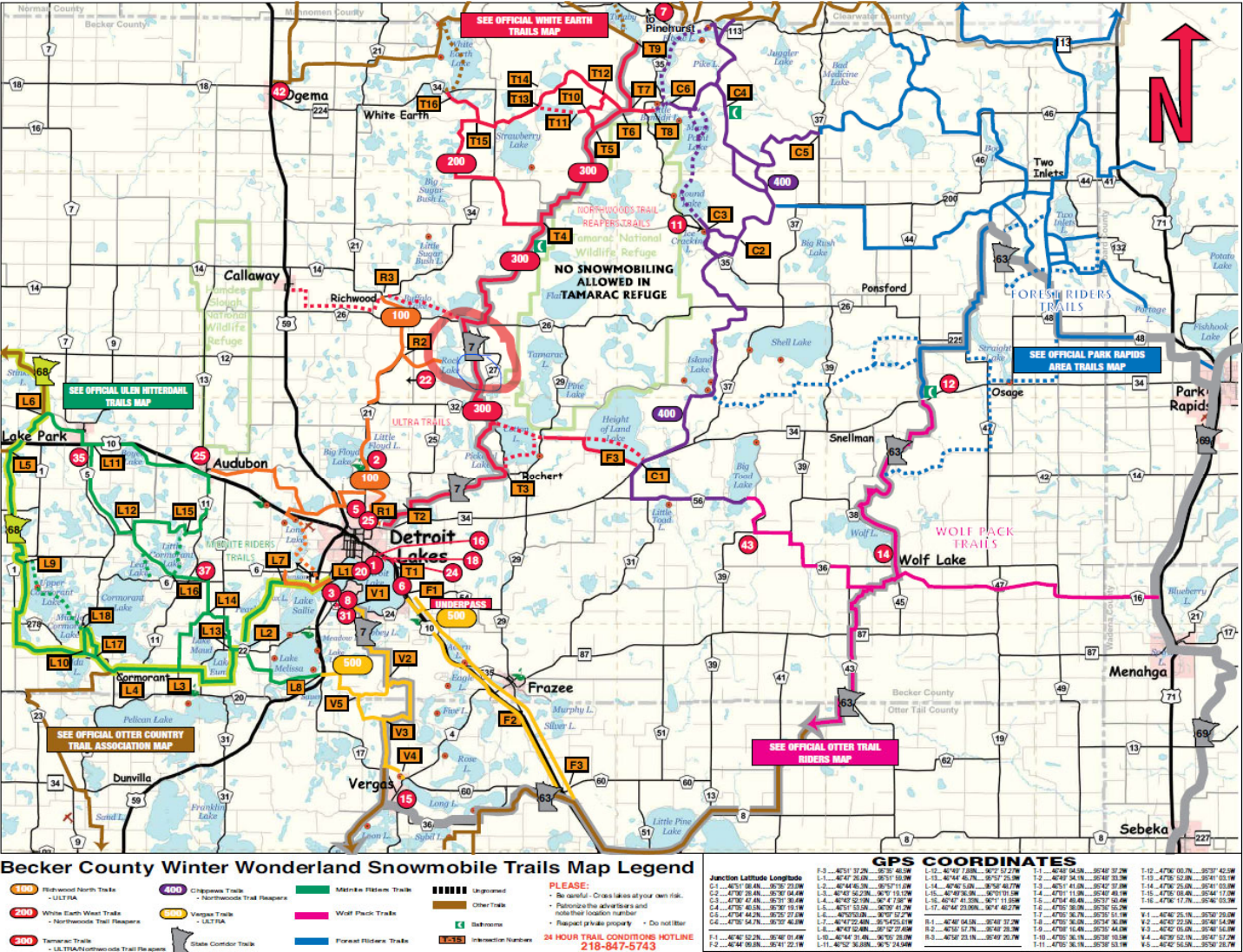
Match: \$3,600.00

Total Project Cost: \$12,600.00

Project Scope: Bridge Deck Rehabilitation

Notes: The Financial Management Manual, payment request form and cost summary data sheet are available on our website at <http://www.dnr.state.mn.us/grants/recreation/index.html>. Click on the trail program in which you are participating and look under the "For the Grantee" in the far left column for Project Administration. Click on Project Administration and go to Grant Expenditures and Requests for Reimbursement for the manual and forms.

INCLUDE MAP





Attachment B

RESOLUTION

**BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION NO. 09-18-2C**

**Resolution to act as Sponsor for the Northwoods Trail Reapers, Wolf Pack,
ULTRA, and Midnight Riders Snowmobile Grants**

WHEREAS, the Becker County Board of Commissioners recognize the benefits to the region by winter tourism; and the importance of well-maintained snowmobile trails to the local economy and quality of life, and

WHEREAS, Becker County recognizes the importance of our local trail systems and the need to promote snowmobiling as a safe, fun form of recreation; and

WHEREAS, the State of Minnesota requires a local unit of government to act as the legal sponsor for application for DNR Snowmobile Trails Assistance Program; and

NOW, THEREFORE, BE IT RESOLVED, that Becker County will act as the legal sponsor for the Northwoods Trails, Wolf Pack Snowmobile Trails, ULTRA Snowmobile Trails, Midnight Riders Snowmobile Trail systems and approve applications to the MN-DNR Snowmobile Trail Assistance Program; and

BE IT FURTHER RESOLVED, that Becker County will enter into an agreement with the State of Minnesota for the Snowmobile Trail Assistance Program and will comply with all the laws and regulations as stated in the signed agreement; and

BE IT FURTHER RESOLVED, that this resolution represents Becker County's continual/ongoing support for the sponsorship agreement until revoked by County Board resolution; and

BE IT FURTHER RESOLVED, that Becker County appoints the Land Commissioner to act as the fiscal agent on behalf of the local unit of government.

Duly adopted this 18th day of September 2018, at Detroit Lakes, Minnesota.

**COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota**

ATTEST:

/s/ Jack W. Ingstad
Jack W. Ingstad
County Administrator

/s/ Don Skarie
Don Skarie
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 18th day of September 2018, as recorded in the record of proceedings.

Jack W. Ingstad
Jack W. Ingstad
County Administrator



Klemek, JoEllen (DNR)

From: Dan P. McLaughlin <dan.mclaughlin@co.becker.mn.us>
Sent: Monday, November 29, 2021 8:33 AM
To: Klemek, JoEllen (DNR)
Cc: Schotzko, David B (DNR)
Subject: RE: [EXTERNAL]FW: Signature Routing Becker County FY22 SNOW GIA
Attachments: Resolution 09-18-2c.pdf

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Dave,

Resolution 09-18-2c is Becker County's on-going support for sponsoring the four snowmobile clubs that actively maintain the GIA trail system in Becker County. Please refer to the 2nd "be it further resolved".

This resolution stands as Becker County's support **until** revoked by County Board Resolution. If this should ever happen I would be reaching out to your office.

Don't hesitate to contact me if you have any questions or concerns.

Thank you

Dan McLaughlin
Becker County
Land Commissioner/ Natural Resource Manager
200 State Street East
Detroit Lakes, MN 56501
218-847-0099 office
218-849-2151 cell

From: Klemek, JoEllen (DNR) <joellen.klemek@state.mn.us>
Sent: Wednesday, November 24, 2021 7:28 AM
To: Dan P. McLaughlin <dan.mclaughlin@co.becker.mn.us>
Cc: Schotzko, David B (DNR) <david.schotzko@state.mn.us>
Subject: [EXTERNAL]FW: Signature Routing Becker County FY22 SNOW GIA

BECKER COUNTY SECURITY NOTICE:

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



COUNTY OF BECKER

Natural Resources Management

200 East State Street, Detroit Lakes, MN 56501

218-847-0099

November 7, 2023

MEMORANDUM FOR ACTION

SUBJECT: 2024 Snowmobile Trail Improvement Grant Award

The ULTRA Snowmobile Club has been awarded \$9,000 for a trail improvement grant from the Minnesota Department of Natural Resources (DNR). These awarded funds will be used to replace materials and strengthen a failing snowmobile trail bridge. This is a 100% pass through grant and requires a 25% local match. Local match will be met by the club through local gambling funds in 2024 and/or local grant in aid donations. Grant contract expires June 30th, 2025.

Action: Approve NRM Department Supervisor to sign contract with MN DNR.

The Point of contact for this memorandum:M
Mitch Lundeen, Becker County Land Commissioner

Becker County Planning Commission
October 25th, 2023

Members Present: Acting Chairman Jeff Moritz, Tom Disse, Kohl Skalin, County Commissioner Erica Jepson, Harvey Aho, Nick Bowers, Steve Lindow, Kim Mattson, Commissioner John Okeson, Craig Hall, Mary Seaberg, and Zoning Director Kyle Vareberg.
Members Absent: Dave Blomseth and Tommy Ailie.

Acting Chairman Jeff Moritz called the Planning Commission meeting to order at 6:04 pm. Introductions were given. Becker County Zoning Technician Nicole Bradbury recorded the minutes.

Harvey Aho made a motion to approve the minutes from the September 18th, 2023, Special meeting and the September 27th, 2023, meeting. Disse second. All members in favor. Motion carried.

Acting Chairman Jeff Moritz explained the protocol for the meeting and stated that the recommendations of the Planning Commission will be forwarded to the County Board of Commissioners for final action.

New Business:

- 1. APPLICANT: Brad Snelling & Leah Snelling** 27205 Witter Ave Park Rapids, MN 56470 **Project Location:** 55011 Grant St Osage MN 56570 **LEGAL LAND DESCRIPTION:** Tax ID Number: **21.0101.001** Section 16 Township 140 Range 036; N1/2 NW1/4 NW1/4 **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit to operate a salvage yard.

Brad Snelling presented the application. He explained that he used to be a Part of Dick's Auto Wrecking in Park Rapids, MN. He worked there for 21 years and had owned it since 2012 until the Partnership dissolved. He stated his desire to downsize and operate a salvage yard on this property. He said that he likes things organized and that he left a border of trees to help block the view.

In regard to a letter that was received before the meeting, Hall asked how he would address the concern for noise with equipment and beeping from backing up.

Snelling said he wouldn't be operating the full 7:00 am to 7:00 pm, that it would just be in and out. He stated that it's only him working, and as one person he can only make so much noise. He said there would be no more noise than a standard diesel truck.

Lindow asked if he was just planning to use the area to bring in vehicles, store them, and then haul them somewhere else for processing.

46 Snelling said yes, he would buy them, store them, and then when the markets go up, he would
47 haul them to the processors.
48
49 Skalin asked if he was going to sell parts off the vehicles.
50
51 Snelling said he doesn't have the manpower. He said if he were to move fully into selling parts,
52 he would have to hire more people, and for at least the next couple years he plans for it to just be
53 him running the salvage yard.
54
55 Lindow asked what he would do if a vehicle was leaking fluids.
56
57 Snelling said he would bring it in to the shop and drain it. He would then call the appropriate
58 people to take away the fluids.
59
60 Lindow asked how long he would hold the vehicles.
61
62 Snelling said he watches the iron markets to make that determination.
63
64 Lindow asked how many vehicles he was capable of storing.
65
66 Snelling said it's hard to say for sure, but possibly two hundred (200) to four hundred (400). He
67 said in times when the iron market is low, he will have more cars on the property.
68
69 Disse asked if he already had the equipment needed for this.
70
71 Snelling said yes.
72
73 Lindow asked if there would be a fence around the whole salvage yard.
74
75 Snelling said he left the woods in hopes that would shield everything, but that with the leaves
76 off, it is a bit visible.
77
78 Lindow asked if most salvage yards have a fence.
79
80 Skalin said State law only requires screening on State Highways.
81
82 Snelling explained that he is putting a fence extending twenty (20) feet off each side of the
83 building to shield vehicles from view.
84
85 Jepson asked how close the closest residence is.
86
87 Vareberg said approximately one thousand (1000) feet.
88
89 Mortiz asked what the total area is cleared for car storage.
90

91 Snelling thought about three (3) acres, but stated if he would ever expand it would be ten (10)
92 acres or less.

93
94 Moritz asked how many acres he could live with now if they were to put a stipulation on how
95 many now and then require him to come back if he wanted to expand.

96
97 Snelling said at least six (6) acres.

98
99 Lindow asked what would happen inside the shop.

100
101 Snelling said he will store equipment and if something would need to be drained, he could do it
102 in there.

103
104 Lindow asked who regulates salvage yards.

105
106 Snelling said the Minnesota Pollution Control Agency (MPCA).

107
108 Angel Weasner, neighbor spoke and stated they purchased the property because they enjoy quiet.
109 She said she understands wanting a business, but they don't want a salvage yard there. She said it
110 will be hard to sell their property if needed when it's next to a salvage yard. She also stated that
111 she doesn't feel he will be able to remove all contaminants and referenced a warning letter his
112 former business received from the MPCA in 2015. She asked that if the application is approved
113 that there be several stipulations attached to the permit.

114
115 Skalin asked Snelling about the MPCA warning letter from 2015.

116
117 Snelling said it was a situation of a disgruntled employee filing a complaint. He said three (3)
118 people from the MPCA came and went through everything they needed to. The warning letter
119 stated what needed to be corrected in order to avoid a violation and that was all taken care of.

120
121 There were two letters received and read by the Planning Commission Members before the
122 meeting. Those letters are entered into record below:

This reply is in reference for a request for a conditional use permit #CUP2023-92 for parcel 21.0101.001 to operate a salvage yard that I have some concerns about. If you follow the Becker County Zoning Ordinance language for Chapter 1 sec 1 item D it reads "To preserve the value of properties and encourage the most appropriate use of agricultural land". It is a well known fact that having a parcel of land near a new junk yard does not increase the value and will de-value the property due to the nature of pollution associated with auto salvage like lead, mercury, gas, diesel, oils, and noise from junkyard heavy equipment like backup alarms and engine noise. I recently did a search and found no property listings that said that they were located near a junkyard as an amenity. The applicant currently owns parcel 21.0010.006 that is 30 acres compared to the 20 acres that the CUP is for. Since the new driveway for the proposed parcel and the frontage of the larger parcel are both on an Osage township road, I propose that it be considered at the larger parcel near where the applicant has a homestead and not near my homestead.

Becker County Zoning Ordinance Chapter 8 section 2 sub A Notice Requirements says in the last sentence, The notification to affected property owners shall include both a legal description and a common description of the property in question with a brief explanation of the intended purpose for which application is filed.

Becker County Zoning Ordinance Chapter 8 section 2 sub sec b says, In the case of conditional use permits, to owners of record within one quarter mile of the affected property or to ten (10) properties nearest to the affected property, whichever would provide notice to the greatest number of owners.

My reply to the last two is that I would have been considered one of the up to 10 property owners and was not notified per Becker County Zoning Ordinance.

I looked at CUP2023-92 online and have some input on a few items that are the Under the Conditional Use Details Review section.

Item 1 says it is bordered by trees and will not be seen once building is up. My reply to that is I drove past there yesterday and items are visible from the township road on the north. I noticed a front end loader and a vehicle.

Item 2 says it will not have negative effect on neighboring properties. My reply is I would like to know how that a junkyard in a moderately populated area does not have a negative effect on neighboring properties. I would have not purchased our homestead if the junkyard was already established in the proposed location prior to me buying our parcel.

Item 3 says applicant put in a driveway off the township road and would like to fence off the building to keep junk cars out of sight and unseen from any roads. My reply is that is says to fence off the building only and my concern is that junk cars away from building would be visible.

Under the Business Plan Review section.

The section for Hours and Days of Service says 7:00-7:00.

My reply is that it could be 84 hours a week and it doesn't say am or pm and no days of the week are listed. The noise and commotion with a junkyard would be new to people already living in a quiet area.

Also under the Known Environmental Hazards it says n/a.

My reply is that the State of Minnesota has pages of pollutants that are from junkyards like heavy metals, fuels, oils, greases, coolants, and refrigerants to name a few. My concern is that none are listed in the area of the CUP application.

Thank you for considering these facts.

Duane Johanning

124
125

County of Becker
Planning & Zoning

I Thomas May &
Sandra

Vote NO For

Brad Snelling on

Giving him a
Conditional Use Permit
To operate a
Salvage yard

126

127

128

As there was no one else to speak for or against the application, Testimony closed.

129
130 Skalin stated that he thinks 7:00 am to 7:00 pm is excessive.
131

132 Mary asked what the days of operation would be.
133

134 Snelling said Monday through Friday 8:00 am to 5:30 pm would be fine with him, but there
135 could be times when something breaks down on a weekend and needs to be hauled in.
136

137 Seaberg said she thinks there should be a fence.
138
139
140

141 **MOTION: Aho motioned to approve the application as presented with the**
142 **stipulation that operating hours be 8:00 am to 5:30 pm.; Disse second.**
143
144

145 Skalin said he thinks there should be more stipulation. Kohl said he has twenty (20) acres, and he
146 is only requesting to use ten (10) and to operate on six (6), so it should be stipulated that beyond
147 that he would have to come back, because that would be another impact to the neighborhood.
148

149 Skalin asked if they don't stipulate could he clear all twenty acres.
150

151 Vareberg said it is required by ordinance to screen the salvage yard. He said an approval would
152 include plans for screening approved by the Planning Commission and the County Board of
153 Commissioners, and then it becomes law abiding. He said whether that's trees or the building.
154 From what it looked like on site, the trees and building could be sufficient to screen it and stated
155 that Snelling could not clear-cut the property.
156

157 Hall asked Skalin if they were to amend the motion to include up to ten (10) acres if he would
158 support it.
159

160 Skalin said yes, he would like that on there.
161
162

163 **Aho and Disse accepted the change to the motion to add the stipulation that no more**
164 **than ten (10) acres be used for the salvage yard. Roll Call; Disse, Skalin, Seaberg,**
165 **Mattson, Bowers, Aho, and Hall in favor. Moritz and Lindow opposed. Motion**
166 **carried.**
167
168
169
170

171 **2. APPLICANT: Derek A Haug 35601 100th Ave Ulen, MN 56585 Project Location:**
172 **35601 100th Ave Ulen, MN 56585 LEGAL LAND DESCRIPTION: Tax ID**
173 **Number: 35.0115.003 Section 30 Township 142 Range 043; PT NW1/4: COMM SW**
174 **COR NW1/4, E 950', N 1100', W 950', S 1100' TO POB. APPLICATION AND**

DESCRIPTION OF PROJECT: Request a Conditional Use Permit to operate a firearms business.

Haug was unable to attend to present the application.

Vareberg explained that he's selling new and used firearms online. There are no onsite retail sales or a gun range. He stated that the ATF regulates this, but it is a commercial use, so he is required to get Conditional Use Permit.

As there was no one to speak for or against the application, Testimony closed.

MOTION: Hall motioned to approve the application as presented. Seaberg second. Roll Call; All in favor. Motion carried.

3. APPLICANT: NMG LLC 18550 Hwy 59 Detroit Lakes, MN 56501 **Project Location:** 24724 Co Hwy 6 Detroit Lakes, MN 56501 **LEGAL LAND DESCRIPTION:** Tax ID Number: **19.0076.004** Section 05 Township 138 Range 041; 5-138-41 PT GOVT LOT 6: COMM E QTR COR SEC 5, W 947.32' TO POB; N 446.13', NE 125.43 TO ST CLAIR LK, NLY AL LK 1129.08', W 11', S 1336.83', E 384.08' TO POB. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit to operate a plumbing, and heating, ventilation, and air conditioning (HVAC) business.

Nick Green presented the application. He explained that the location of the existing business has sold, and they have relocated to this new location. He said this will be used for an office, shop, and storing equipment, inventory, and vehicles.

Vareberg asked the members if they were familiar with the existing business that's been in operation since 1928.

Disse said it's a nice building out there.

Okeson agreed, and asked how the business has been received by the church next door.

Green said they are happy that he's there, and he has full intentions of maintaining a good relationship with them.

Skalin asked if there were plans for a fence.

Green said yes.

Lindow asked what steps he was taking to prevent water runoff to the lake.

Green said there is a berm between the site and the lake. He stated that he has worked with Apex Engineering, the MPCA, and the Pelican River Watershed regarding this.

As there was no one to speak for or against this application, Testimony closed.

MOTION: Skalin motioned to approve the application. Seaberg second. Roll Call; All in favor. Motion carried.

Other Business:

I) **Tentative Date for Next Informational Meeting: November 22nd, 2023; 8:00 am; 3rd Floor Meeting Room in the Becker County Courthouse, Detroit Lakes, MN.**

Since there was no further business to come before the Board, Hall made a motion to adjourn. Aho second. All in favor. Motion carried. The meeting adjourned at 7:02 pm.

David Blomseth, Chairman

Jeff Moritz, Secretary

ATTEST

Kyle Vareberg, Zoning Administrator

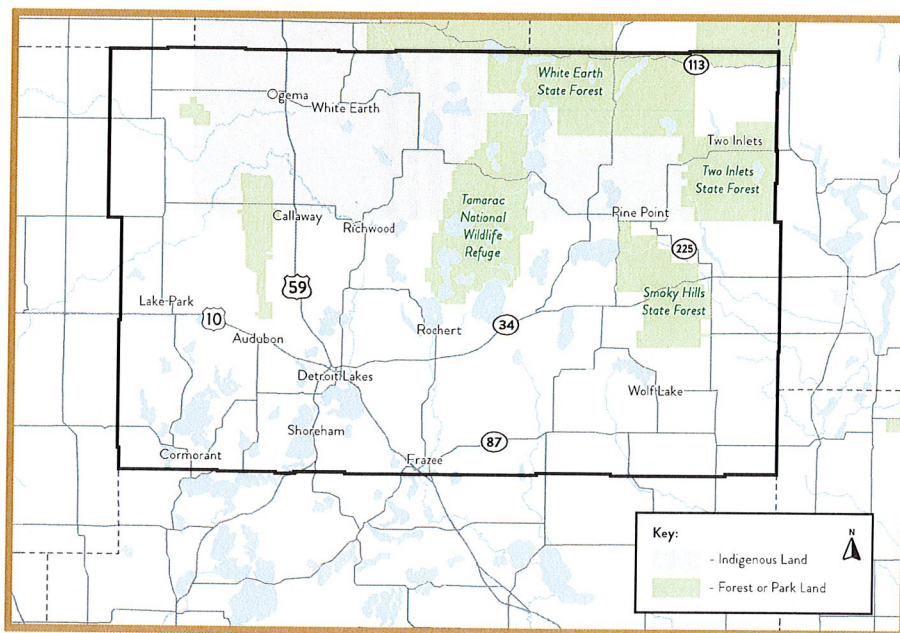
Comprehensive Land Use Plan & Zoning Code Updates



Becker County last updated its comprehensive land use plan in 2003. Over the next year, the County will be going through a process to review and update its existing land use plan and zoning codes. We need your input to understand existing conditions, identify issues, and create a vision for the county. Your input will be used to draft an update land use plan and zoning code that reflects the current and future needs of the community.

What is a Comprehensive Land Use Plan?

A Comprehensive Land Use Plan defines the vision, goals and aspirations for the future growth and development of the community. The plan is intended to identify and locate where land uses should be located. The plan considers population trends, transportation patterns, natural resources, economic development activity and correlating needs for utilities, housing, businesses, as well as parks and open space. It also guides decisions on both public and private investments in infrastructure and facilities. This plan helps the county to identify community priorities and goals while providing implementation strategies for achieving these goals.



What are Zoning Codes?

Zoning codes are land use regulations that determine the standards by which development can be built and where development is located. They separate land into different districts or zones of allowable use types. Zoning codes are part of the municipal code of a city, township or county's authority and must comply with the jurisdiction's adopted comprehensive plans (vision for future growth). They are often represented by a combination of prescriptive standards like setbacks/lot size/height limits, as well as performance standards like noise/light controls and are accompanied by a zoning map.

Your feedback is important!



Scan the QR code to learn more
or visit: <https://arcg.is/1j0H4W>

Timeline

- **Phase 1: Fall 2023**
Educate the public on the planning process and gather input to identify issues and opportunities.
- **Phase 2: Summer 2024**
Present draft plan and ordinances that were developed using input from phase 1 and seek public and stakeholder feedback.
- **Phase 3: 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.

Project Contact

Kyle Vareberg, Becker County Zoning Director
218-846-7314 (Office) | kyle.vareberg@co.becker.mn.us