



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, November 21, 2023 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 561 974 798#

- 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 November 7, 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. DHS CMH Screening Contract 10
 4. September Cash Comparison, Sales Tax, and Investment Summary 28
 5. Resolution 11-23-2I - Donation Acceptance from Betty Bigger 31
 6. Resolution 11-23-2J - Act as Sponsor for the Northwoods Trail Reapers, Wolf Pack, ULTRA, and Midnite Riders Snowmobile Grants 32
- 8:30 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
 - a) Cormorant Lakes Watershed District - 2 Appointments 34
- 8:55 County Administrator
1. Report
 2. Budget 2024 Update 35
 3. Legislative Platform
 4. Sunnyide Care Center ECPN Application 36
 5. Classification and Compensation Study
 6. Commissioners Holiday Event
 7. Special General Fund Update 41
- Finance Committee
- 9:15 Auditor-Treasurer
1. License List
 2. Resolution 11-23-2A - Accept Voter Grant 44
 3. Resolution 11-23-2B - Absentee Ballot Board 46

	4. Resolution 11-23-2C - Election Judges	47
	5. Resolution 11-23-2H - Tax System Upgrade	49
	6. Resolution 11-23-2K - Amend Resolution 10-21-1H (ERP and Agenda Software)	53
9:30	Human Resources	
	1. Out of Classification Compensation	57
9:35	Break	
9:45	Information Technology	
	1. Software Purchase	58
9:50	Highway	
	1. Resolution 11-23-2D - LRIP Grant Support - Cormorant Twp	60
	2. Resolution 11-23-2E - LRIP Grant Support - Lakeview Twp	61
	3. Resolution 11-23-2F - Revocation of County Road 141 to Detroit Twp	62
	4. Resolution 11-23-2G - LRIP Grant Support - City of Audubon	63
10:00	Planning & Zoning	
	1. Comprehensive Plan Update	
	2. Notice - Spring Creek - Zoning Ordinance Public Hearing on November 30, 2023	64
	Adjourn	



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9:30 Human Resources

1. Out of Classification Compensation

9:35 Break

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10:00 Planning & Zoning

1. Comprehensive Plan Update
2. Notice - Spring Creek - Zoning Ordinance Public Hearing on November 30, 2023

Adjourn

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, November 7, 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 with the salary exempt item to discussion only (Okeson, Jepson) carried.
2. Minutes – Moved and second to approve minutes of October 17, 2023 (Jepson, Meyer) carried.
3. Motion and second to approve the Consent Agenda (Okeson, Jepson) carried.

Commissioners:

1. Open Forum:
 - None
2. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Jepson – EDA, West Central Juvenile Center, Mahube, AMC District 4.
 - Commissioner Okeson – Prairie Lakes Municipal Solid Waste, Planning & Zoning, Highway, Transit.
 - Commissioner Vareberg – Highway, EDA, NRM
 - Commissioner Meyer – Fair Board, DAV, Courthouse, Transit, Historical Society, AMC District 4.
 - Commissioner Nelson – Toad Mountain, Courthouse, NRM, Lakeland Mental Health.
3. Becker County Museum – presented by Becky Mitchell
 - Haunted Jail was overwhelmingly popular. Over 1,000 people came through.
 - Davinci – slow start but picking up.
 - Membership is up in the new building. Well over 1,500 types of memberships.
4. Appointments:
 - Cormorant Lakes Watershed District – 2 appointments – next meeting.

County Administrator: presented by Pat Oman.

1. Report.

- Capital Improvement Plan Update.
- City of Frazee and Becker County meeting.
- NACo and AMC Meetings attending commissioners registered.
- County Specific Legislative ideas from department heads not on AMC or MRC platforms will be presented at the next board meeting.
- Contracts that need to be filled – Coroner and CHIPS

2. Budget 2024 Update.

3. Becker County Food Pantry Grand Opening Wednesday, November 15 at 1:00 pm.

4. Classification and Compensation Study – David Drown Associates (DDA) Discussion.

- Brian McDonald is concerned with assistant attorney grade on proposed pay scale.
- Bring back at the next board meeting.

Auditor-Treasurer: presented by Mary Hendrickson and Nicole Ecker.

1. Motion and second to approve Capital Expenditure Request ACE/Caseworks Software in the amount of \$54,721 (Okeson, Meyer) carried.
2. Motion and second to continue with a 3 year professional service agreement (2023-2025) with Clifton, Larson Allen LLP (Okeson, Vareberg) carried.

Human Resources: presented by Carrie Smith.

1. Salary exempt positions discussion.
2. Motion and second to accept the modification to the Comp Time Payout to allow employees the ability to request a payout of any/all earned compensatory hours at any time (Okeson, Meyer) carried.
3. Motion and second to approve the formula for insurance benefits and cash in lieu for 2024 (Jepson, Okeson) carried.

Sheriff: presented by Shane Richard

1. New Deputy position will not start prior to March 1, 2024.
2. Concerns with pay scale for Sheriff's Department.
3. Motion and second to approve Resolution 11-23-1E – 2022 Emergency Management Performance Grant in the amount of \$31,626 (Okeson, Vareberg) carried.

4. Recognition of the Overdose Revival Award – Lifesaver Awards – presented to Shawn Ohman, Jessica Ross, and Melissa McDougall.

Highway: presented by Jim Olson.

1. Motion and second to approve Resolution 11-23-1D – LRIP Grant – West Lake Drive capped at \$1,500,000 (Okeson, Vareberg) carried.
2. Motion and second to approve a Capital Expenditure for a Snow Pusher in the amount of \$18,009 to Swanston Equipment (Okeson, Vareberg) carried.
3. Recognition – State Snowplow Rodeo 2nd Place Winner – Chris Ayers.

Land Use/Environmental Services: presented by Steve Skoog.

1. Motion and second to approve the Electronic Waste Disposal Service Agreement with Dynamic eWaste (Okeson, Vareberg).
2. Motion and second to approve Resolution 11-23-1B – Solid Waste Transfer MOU (Okeson, Vareberg) carried.
3. Motion and second to approve a Capital Purchase – Forklift in the amount of \$55,590 from F-M Forklift Sales & Service, Inc.
4. Motion and second to approve Resolution 11-23-1A – Personnel Request – Mechanic (Okeson, Vareberg) carried.
5. Motion and second to approve Resolution 11-23-1C – 2024 Solid Waste Tip Fees with a maximum increase of 10% (Okeson, Vareberg) carried.
6. Motion and second to approve a Letter of Support – Perham Street Improvements (Okeson, Vareberg) carried.
7. Motion and second to accept 2024 Snowmobile Trail Improvement Grant Acceptance (Okeson, Vareberg) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Brad and Leah Snelling – Conditional Use Permit to operate a salvage yard.
 - Hours of operation 8:00 am – 5:30 pm and limited to 10 acres.
 - Brad Snelling – discussed the salvage yard.
 - Motion and second to approve the Conditional Use Permit to operate a salvage yard with the additional requirement to submit a crushing plan as needed and the applicant can put up appropriate fencing (Okeson, Vareberg) carried.
2. Motion and second to approve Derek Haug – Conditional Use Permit to operate a firearms business (Okeson, Vareberg) carried.

3. Motion and second to approve NMG LLC – Conditional Use Permit to operate a plumbing, and heating, ventilation, and air conditioning (HVAC) Business (Okeson, Jepson) carried.
4. Community Based Comprehensive Plan Update.
 - Next meeting is November 14.

Being no further business, Chair Nelson adjourned the meeting at 11:03 am.

/s/

Pat Oman
County Administrator

/s/

Barry Nelson
Board Chair



BECKER COUNTY BOARD OF COMMISSIONERS
Finance Committee Meeting

Date: Monday, November 20, 2023 at 8:30 AM

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

County Administrator

1. Report
2. Sunnyside Care Center ECPN
3. Special General Fund Update
4. Classification and Compensation Study

Auditor-Treasurer

1. Claims
2. September Cash Comparison, Sales Tax, and Investment Summary
3. Resolution 11-23-2A - Accept Voter Grant
4. Resolution 11-23-2B - Absentee Ballot Board
5. Resolution 11-23-2C - Election Judges
6. Resolution 11-23-2H - Tax System Upgrade
7. Resolution 11-23-2K - Amend Resolution 10-21-1H (ERP and Agenda Software)

Human Services

1. DHS CMH Screening Contract
2. Claims Human Services, Public Health & Transit

Human Resources

1. Out of Classification Compensation
2. Salary Exempt Status

Information Technology

1. Software Purchase

Veterans Services

1. Resolution 11-23-2I - Donation Acceptance from Betty Bigger

Land Use/Environmental Services

1. Resolution 11-23-2J - Act as Sponsor for the Northwoods Trail Reapers, Wolf Pack, ULTRA, and Midnite Riders Snowmobile Grants

Adjourn

State of Minnesota County Grant Contract Worksheet (Not Part of the Contract)

This worksheet contains private information and should not be reproduced or distributed externally without express written permission of the County. If you circulate this grant contract internally, only offices that require access to the tax identification number and all individuals/offices signing this grant contract should have access to this page.

Total Amount of Grant Contract \$45,348	
FinDeptID H5531725	amount for state fiscal year 2024: \$22,762
	amount for state fiscal year 2025: \$22,671

☒ X State Funds Only

☐ Federal Funds Only

☐ Both State and Federal Funds

Starts in fiscal year: 2024	Vendor ID: 0000197276
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SWIFT Grant# /Encumbrance #: GRK_____/_30000 _____

Number/Date/Initials:

Individual signing certifies that funds have been encumbered as required by Minnesota Statutes, section 16A.15.

Related RFP file number: **N/A**

COUNTY Name and Address:

Becker County

712 Minnesota Avenue

Detroit Lakes, MN 56501

Soc. Sec. or Federal Employer I.D. No.: 41-6005754

Minnesota Tax I.D. No. (if applicable): 8026281



Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division ("STATE") and Becker County, an independent grantee, not an employee of the State of Minnesota, located at 712 Minnesota Avenue Detroit Lakes, MN 56501 ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6), has authority to enter into contracts for the following services: mental health screenings, assessments, and referrals for diagnostic assessment and/or treatment for children within the child welfare and juvenile justice populations (prioritizing funds for uninsured and underinsured children).

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **January 1, 2024**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **December 31, 2024**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties as follows:

1. Provide mental health screenings to eligible children/youth in the child welfare and juvenile justice systems as described in Minnesota Statutes, § 245.4874, subd. 1(12); § 260B.157, subd. 1; § 260B.176, subd. 2(e); and § 260B.235, subd. 6.
2. Utilize mental health screening instruments which have been approved for use with the child welfare and juvenile justice populations by the Commissioner of Human Services.
3. Utilize eligible screeners (child welfare and juvenile justice professionals and/or mental health practitioners) and ensure all screeners are trained and demonstrate competency on the use of the DHS approved screening instruments.
4. For those children/youth who are subsequently identified through screening as at-risk of needing or who need mental health services, COUNTY must inform the child/youth and parents or primary caregivers of the implications of a positive screen, and assist families with making a referral to a mental health professional for any necessary follow up mental health assessment or treatment.
5. For those children/youth who are subsequently identified through a positive screening as at-risk of needing or who need mental health services, COUNTY may choose to utilize grant funds for short term clinical, ancillary or supportive services such as diagnostic assessment, psychotherapy, skills and support groups, and other necessary mental health services not reimbursable by Minnesota Health Care Programs (MHCP) or other insurance.
6. For child welfare data, enter calendar year 2023 data into SSIS by March 15, 2024. For juvenile justice data, send data in the approved format and deadline indicated by the designated Department of Corrections contact.

2.2. Grant Progress Reports.

COUNTY shall submit grant progress reports annually via the SSIS system and continually monitor grant activities internally.

2.3 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#), as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant

requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. Compensation.

1. COUNTY will be paid in accordance with **Attachment A**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
 - a. COUNTY must obtain STATE written approval before changing any part of the budget.
 - b. Notwithstanding Clause 20.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - c. If COUNTY’s approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner’s Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner’s Plan, page 125, section 15](#).¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. Total obligation. The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed forty-five thousand three hundred forty-three dollars (\$45,343). The breakdown of the total award amount is as follows: Child Welfare, forty-two thousand five hundred ninety-five dollars (\$42,595) and Juvenile Justice, two thousand seven hundred forty-eight dollars (\$2,748).

d. Withholding. For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

a. Invoices. Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule:

REPORTING PERIOD	INVOICE DUE
January 1, 2024 – March 31, 2024	April 30, 2024
April 1, 2024 – June 30, 2024	July 30, 2024
July 1, 2024 – September 30, 2024	October 30, 2024
October 1, 2024 – December 31, 2024	January 30, 2024

If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;

- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. 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. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Mollie Dusha** or successor. Phone and email: **651-431-4782, CMHSG.DHS@state.mn.us**. This

representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Denise Warren** or successor. Phone and email: **denise.warren@co.becker.mn.us, 218-847-5628**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Denise Warren** or successor. Phone and email: **denise.warren@co.becker.mn.us, 218-847-5628**.

8. INSURANCE REQUIREMENTS.

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

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages,

including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for 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 STATE will be in addition to and not exclusive of other remedies provided by law.

- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify 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, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions:

<https://mn.gov/admin/osp/government/suspended-debarred/>. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the

person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

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.
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.

15. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Amendments. Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. 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. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

20.3 Grants management policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) [Policy 08-10](#).

20.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM [Policy 08-01](#). COUNTY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

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Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

By: _____

Date: _____

Contract No: _____

2. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

BUDGET SUMMARY AND JUSTIFICATION FORM

- Specify the grant amount received and detail all proposed expenses. The below form will expand or contract as necessary. The information should provide sufficient detail to justify the total amount budgeted in each category. The program budget must be complete and reasonable, must link to the proposed program activities, and must specify how the amounts for each budget item were determined. All information should be contained on the budget workbook, with no further narrative submitted.
- The budget must contain a complete breakdown of budget category items and must also contain summary calculations and formulas for each item of cost in a category and the basis for each calculation.
- In any case where a category item is not clearly related to the project goals or activities, additional justification should be provided. Salaries should be listed as FTE, hours per week, number of week times the rate of pay, equal total salary.
- Enter all amounts manually for fields E7-E23 and I7-I23 in the **BUDGET SUMMARY** tab (directly below). Automatic calculations will appear in fields E24, I24, and J24. Enter all amounts manually for fields D5-D21 in the **BUDGET JUSTIFICATION SFY24 & SFY25** tabs. Automatic calculations will appear in field D22 in both of these tabs. You do not need to enter any \$ signs when manually entering amounts. Just enter the numerical value in each field. The dollar sign will automatically appear when you enter the numerical amount.

BUDGET SUMMARY Year 1		BUDGET SUMMARY Year 2		PROJECT TOTAL
January 1, 2024 to June 30, 2024		July 1, 2024 to December 31, 2024		
BRASS Code	TOTAL BUDGET	BRASS Code	TOTAL BUDGET	
111 - Mental Health Screening (up to 55%)	\$5,000.00	111 - Mental Health Screening (up to 55%)	\$5,000.00	
197 - Local Collaborative Undifferentiated Services		197 - Local Collaborative Undifferentiated Services		
401 - Information & Referral	\$2,000.00	401 - Information & Referral	\$2,000.00	
402 - Community Education & Prevention	\$10,000.00	402 - Community Education & Prevention	\$10,000.00	
404 - Client Outreach		404 - Client Outreach		
405 - Child Outpatient Diagnostic Assessment/Psychological Te		405 - Child Outpatient Diagnostic Assessment/Psychological Te		
407 - Early Identification & Intervention		407 - Early Identification & Intervention		
416 - Transportation	\$1,000.00	416 - Transportation	\$1,000.00	
430 - Other Family Community Support Services		430 - Other Family Community Support Services		
451 - Emergency Response Services		451 - Emergency Response Services		
453 - Child Outpatient Psychotherapy		453 - Child Outpatient Psychotherapy		
455 - Child Outpatient Medication Management		455 - Child Outpatient Medication Management		
457 - Child/Family Psychoeducation		457 - Child/Family Psychoeducation		
462 - Family Based Services	\$4,672.00	462 - Family Based Services	\$4,671.00	
467 - Child Day Treatment		467 - Child Day Treatment		
489 - Child Respite Care		489 - Child Respite Care		
490 - Child Rule 79 Case Management		490 - Child Rule 79 Case Management		
TOTAL FUNDS State Fiscal Year 2024	\$22,672.00	TOTAL FUNDS State Fiscal Year 2025	\$22,671.00	\$45,343.00

BUDGET SUMMARY AND JUSTIFICATION FORM		
A separate budget justification is required for each state fiscal year (i.e. 1/1/24 - 6/30/24 = FY 1, 7/1/24 - 12/31/24 = FY 2). The tables below will expand as necessary. The budget justification must contain a complete breakdown of budget category items by BRASS code. The budget justification must also contain summary calculations and formulas for each item of cost in a category and the basis for each calculation. All allowable categories broken down by BRASS code with descriptions are listed below. Salaries should be listed as FTE, hours per week, number of week times the rate of pay, equal total salary.		
BUDGET JUSTIFICATION FY24: January 1, 2024 to June 30, 2024		
BRASS Code-Category Breakdown	JUSTIFICATION NARRATIVE	State Fiscal Year
111 – Mental Health Screening (up to 55%) <ul style="list-style-type: none"> Costs of screening instruments, copies, and translations Staff time in administering screenings Entering screening data into SSIS/CSTS Staff mental health trainings Supervision for staff who complete screenings 	111 – Mental Health Screening: child protection social workers' time administering screens, SSIS data entry, consultation, supervision, and training. Estimated social worker hourly SEAGR rate = \$140/hour for approximately 36 hours of service per 6 months.	\$5,000.00
401 – Information & Referral <ul style="list-style-type: none"> Provision of information to individuals within the <i>target populations (child welfare and juvenile justice)</i> on social services Assistance to <i>children/youth with a positive mental health screening</i> and parent/guardian in making contact with a resource that can respond to their needs or problems Providing information and referral for <i>children/youth with a positive mental health screening</i> or to a parent/guardian regarding <ul style="list-style-type: none"> Community support groups Parenting groups Diagnostic assessments Individual and family therapy 	401 – Information & Referral: child protection social workers and supervisors providing information to individuals and families regarding available mental health services and other community resources. Estimated social worker hourly SEAGR rate = \$140/hour for approximately 15 hours of service per 6 months.	\$2,000.00
402 – Community Education & Prevention Activities designed to educate the <i>target populations (child welfare and juvenile justice)</i> about mental health and co-occurring issues. The goals are to increase the understanding of mental health, reduce stigma, promote recovery and increase awareness of the availability of resources and services and improve skills in dealing with mental health issues.	402 – Community Education & Prevention: educating families and community partners regarding mental health, promoting awareness and information regarding services/resources available. Multi-disciplinary team staffings regarding mental health services available to help address individual and family needs. Social worker attendance at school early intervention truancy and educational neglect meetings and coordination with school personnel	\$10,000.00
Client travel expenses for <i>children/youth with a positive mental health screening</i> to and from sites for medical and non-medical appointments to maintain or assist in mental health stability and recovery. This may include the following: <ul style="list-style-type: none"> Transit cards Mileage reimbursement Other means of transportation 	416 – Transportation: assistance for child protection and juvenile justice eligible clients in the form of volunteer drivers, gas vouchers, bus tokens, gas cards, and mileage reimbursement when no other resources are available.	\$1,000.00
462 – Family Based Services Professional home-based family treatment services are intensive mental health services provided to children at risk of, in, or returning from out-of-home placement due a <i>positive screen and subsequent diagnosis of an emotional disturbance</i> . Services must be all of the following: <ul style="list-style-type: none"> Designed to meet the specific mental health needs of the child and family as written in the individual treatment plan Provided by a team consisting of a mental health professional with other family/child mental health providers Flexible, be able to handle crises 24 hours per day and be coordinated with other services 	462 – Family Based Services: Therapeutic services for families without health care or non-billable time to support intensive in-home family therapy, professional home-based services, and foster care support for eligible clients. Estimated cost for in-home family therapy is \$80/hour = 58 hours of service per 6 months.	\$4,672.00
TOTAL State Fiscal Year 1		\$22,672.00

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

County

State Authorized Representative

BUDGET SUMMARY AND JUSTIFICATION FORM		
A separate budget justification is required for each state fiscal year (i.e. 1/1/24 - 6/30/24 = FY 1, 7/1/24 - 12/31/24 = FY 2). The tables below will expand as necessary. The budget justification must contain a complete breakdown of budget category items by BRASS code. The budget justification must also contain summary calculations and formulas for each item of cost in a category and the basis for each calculation. All allowable categories broken down by BRASS code with descriptions are listed below. Salaries should be listed as FTE, hours per week, number of week times the rate of pay, equal total salary.		
BUDGET JUSTIFICATION FY25: July 1, 2024 to December 31, 2024		
BRASS Code-Category Breakdowns	JUSTIFICATION NARRATIVE	State Fiscal Year
111 – Mental Health Screening (up to 55%) <ul style="list-style-type: none"> Costs of screening instruments, copies, and translations Staff time in administering screenings Entering screening data into SSIS/CSTS Staff mental health trainings Supervision for staff who complete screenings 	111 – Mental Health Screening: child protection social workers' time administering screens, SSIS data entry, consultation, supervision, and training. Estimated social worker hourly SEAGR rate = \$140/hour for approximately 36 hours of service per 6 months.	\$5,000.00
401 – Information & Referral <ul style="list-style-type: none"> Provision of information to individuals within the target populations (child welfare and juvenile justice) on social services Assistance to children/youth with a positive mental health screening and parent/guardian in making contact with a resource that can respond to their needs or problems Providing information and referral for children/youth with a positive mental health screening or to a parent/guardian regarding <ul style="list-style-type: none"> Community support groups Parenting groups Diagnostic assessments Individual and family therapy 	401 – Information & Referral: child protection social workers and supervisors providing information to individuals and families regarding available mental health services and other community resources. Estimated social worker hourly SEAGR rate = \$140/hour for approximately 15 hours of service per 6 months.	\$2,000.00
402 – Community Education & Prevention <p>Activities designed to educate the target populations (child welfare and juvenile justice) about mental health and co-occurring issues. The goals are to increase the understanding of mental health, reduce stigma, promote recovery and increase awareness of the availability of resources and services and improve skills in dealing with mental health issues.</p>	402 – Community Education & Prevention: educating families and community partners regarding mental health, promoting awareness and information regarding services/resources available. Multi-disciplinary team staffings regarding mental health services available to help address individual and family needs. Social worker attendance at school early intervention truancy and educational neglect meetings and coordination with school personnel	\$10,000.00
Client travel expenses for children/youth with a positive mental health screening to and from sites for medical and non-medical appointments to maintain or assist in mental health stability and recovery. This may include the following: <ul style="list-style-type: none"> Transit cards Mileage reimbursement Other means of transportation 	416 – Transportation: assistance for child protection and juvenile justice eligible clients in the form of volunteer drivers, gas vouchers, bus tokens, gas cards, and mileage reimbursement when no other resources are available to enhance participation in mental health services.	\$1,000.00
462 – Family Based Services <p>Professional home-based family treatment services are intensive mental health services provided to children at risk of, in, or returning from out-of-home placement due a positive screen and subsequent diagnosis of an emotional disturbance. Services must be all of the following:</p> <ul style="list-style-type: none"> Designed to meet the specific mental health needs of the child and family as written in the individual treatment plan Provided by a team consisting of a mental health professional with other family/child mental health providers Flexible, be able to handle crises 24 hours per day and be coordinated with other services 	462 – Family Based Services: Therapeutic services for families without health care or non-billable time to support intensive in-home family therapy, professional home-based services, and foster care support for eligible clients. Estimated cost for in-home family therapy is \$80/hour = 58 hours of service per 6 months.	\$4,671.00
		\$22,671.00

BECKER COUNTY CASH COMPARISON

FUND	September 2022	September 2023	% Change	August 2023
REVENUE FUND				
REVENUE FUND	\$ 10,843,695.25	\$ 12,872,581.15	18.71%	\$ 13,467,452.79
DESIGNATED				
GO BOND SERIES 2022A	3,003,165.70	(5,769,581.64)	-292.12%	(5,056,347.64)
LAW LIBRARY	52,839.14	21,426.41	-59.45%	23,867.97
ATTORNEY'S FORFEITURES	71,521.02	77,226.82	7.98%	77,144.18
RECORDERS EQUIPMENT	203,062.45	93,355.35	-54.03%	138,902.67
RECORDERS ENHANCEMENT	187,736.58	119,676.58	-36.25%	179,735.58
TRANSIT	147,446.05	212,501.42	44.12%	302,356.72
TRANSIT LOCAL RESERVE	37,588.25	36,426.09	-3.09%	36,041.09
TOTAL REVENUE FUND	\$ 14,547,054.44	\$ 7,663,612.18	-47.32%	\$ 9,169,153.36
SPECIAL REVENUE FUNDS				
PUBLIC SAFETY	\$ 1,591,889.07	\$ 1,188,370.53	-25.35%	\$ 2,104,733.43
E-911	56,763.92	213,266.93	275.71%	144,510.31
ROAD AND BRIDGE	64,125.23	4,225,077.24	6488.79%	4,523,088.90
HUMAN SERVICES	7,594,017.46	8,798,182.22	15.86%	9,941,410.89
RECREATION	646,241.83	631,011.20	-2.36%	647,257.90
AMERICAN RESCUE PLAN ACT	6,340,300.08	-	-100.00%	
RESOURCE DEVELOPMENT	900,853.97	953,419.56	5.84%	976,491.18
ENVIRONMENTAL AFFAIRS	2,609,568.85	2,050,637.60	-21.42%	2,234,990.10
DEBT FUNDS	948,142.44	1,284,413.60	35.47%	1,257,229.60
DITCH FUND	1,406.76	1,406.76	0.00%	1,406.76
SUNNYSIDE CARE CENTER	1,656,429.18	2,229,322.01	34.59%	2,266,149.98
NATURAL RESOURCE MGT	517,251.79	287,253.22	-44.47%	310,585.73
GRAVEL RESERVE	616,279.65	631,213.37	2.42%	637,616.27
OPIOID SETTLEMENT FUND	-	345,165.43	100.00%	345,165.43
LOCAL ASSISTANCE & TRIBAL CONSISTENCY FUND	-	83,593.59	100.00%	83,593.59
GENERAL - SPECIAL	236,506.99	3,953,443.79	1571.60%	4,258,206.72
TOTAL SPECIAL REVENUE FUNDS	\$ 23,779,777.22	\$ 26,875,777.05	13.02%	\$ 29,732,436.79
AGENCY FUNDS				
BCCI	\$ 226,816.09	\$ 214,270.41	-5.53%	\$ 153,644.41
TAXES AND PENALTIES	6,424,811.70	5,824,792.93	-9.34%	2,692,443.76
CLEARING FUNDS	475,367.99	629,812.37	32.49%	469,617.62
TOTAL AGENCY PASS THRU FUNDS	\$ 7,126,995.78	\$ 6,668,875.71	-6.43%	\$ 3,315,705.79
TOTAL CASH & INVESTMENTS	\$ 45,453,827.44	\$ 41,208,264.94	-9.34%	\$ 42,217,295.94

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	39,763.41	445,763.41	(3,311.24)	442,452.17
August	357,000.00		357,000.00		357,000.00
September		-	-	-	-
October		-	-	-	-
November		-	-	-	-
	2,494,000.00	238,359.53	2,732,359.53	(25,105.63)	2,707,253.90
Grand Total	22,592,893.48	2,739,654.44	25,332,547.92	(322,767.08)	25,009,780.84

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
September 30, 2023**

Bank or Institution			Investment Number	Interest Rate	Yield Rate	Maturity Date	Book Value(Cost)	Fair Market Value
<u>American National Bank</u>								
ANB	CD	American Natl	23-06	3.940%	3.940%	4/10/24	245,000.00	245,000.00
<u>Community Development Bank of Ogema</u>								
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
<u>Midwest bank</u>								
MW	CD	Midwest	0-39	2.480%	2.480%	12/8/23	96,000.00	96,000.00
MW	CD	Midwest CDARS	10-09	4.450%	4.450%	7/6/24	1,000,000.00	1,000,000.00
<u>State Bank of Lake Park</u>								
SBLP	CD	State Bank of LP	01-39	1.300%	1.300%	9/30/24	149,869.03	149,869.03
<u>United Community Bank of Frazee</u>								
UCB	CD	UCBoF	23-07	3.710%	3.710%	5/3/25	200,064.30	200,064.30
<u>Raymond James</u>								
MK	Lake Park-Audubon MN	GO	11-6	5.375%	3.652%	2/1/26	500,000.00	501,285.00
MK	Connecticut St Taxable Go Bond		20-14	3.310%	3.310%	1/15/26	564,114.72	479,245.00
MK	CD	Montgomery Cnty MD Rev Taxable Ref Bds 202	21-06	1.000%	1.000%	4/1/25	303,945.00	280,836.00
MK	CD	Bridgewater Bk Bloomington, MN	20-15	0.350%	0.350%	9/1/24	114,000.00	108,188.28
MK	CD	Alcoa Tenn Taxable Bds 2021 B	21-02	0.820%	0.820%	3/1/26	244,054.30	219,755.20
MK	FHLB	Federal Home Loan Bank	22-02	4.000%	4.000%	6/29/26	500,000.00	483,195.00
MK	CD	Discover Bank Greenwood, DE	22-07	4.850%	4.850%	11/9/26	244,000.00	240,358.08
MK	FHLB	Federal Home Loan Bank	23-03	4.240%	4.240%	2/17/28	250,000.00	239,565.00
MK	CD	CIBC Bank USA Chicago, IL	23-04	4.950%	4.950%	3/24/26	225,000.00	222,210.00
MK	CD	First St Bk of Dequeen Dequeen	23-06	4.600%	4.600%	7/7/26	100,000.00	97,857.00
MK	CD	HAPO Community Credit UN	23-07	5.250%	5.250%	2/27/26	240,000.00	238,639.20
<u>Wells Fargo Advisors (Formerly Wachovia Securities)</u>								
WFA	FFCBB	Federal Farm Credit Bank Bonds	20-18	0.310%	0.310%	11/30/23	500,012.92	495,690.00
WFA	FHLBMSUCP	Federal Home Loan Bank Multi Step Up Cpn Bor	21-03	0.500%	0.500%	3/16/26	455,000.00	413,758.80
WFA	CD	Texas Exchange Bk SSB CD	21-01	0.300%	0.300%	2/5/24	245,000.00	240,634.10
WFA	CD	BMW Bk North America CD	21-04	0.300%	0.300%	5/14/24	245,000.00	237,199.20
WFA	CD	New York Cmnty Bk CD	21-05	0.350%	0.350%	6/3/24	225,000.00	217,271.25
WFA	CD	Goldman Sachs BK USA CD	21-07	1.000%	1.000%	8/8/26	215,000.00	189,890.15
WFA	CD	UBS Bank USA CD	21-08	0.550%	0.550%	8/26/24	245,000.00	233,930.90
WFA	CD	State Bank India	21-09	0.450%	0.450%	10/30/23	245,000.00	243,975.90
WFA	CD	Synchrony Bank CD	21-10	0.450%	0.450%	10/23/23	245,000.00	244,206.20
WFA	CD	JP Morgan Chase Bk NA CD	22-01	1.100%	1.100%	1/31/25	245,000.00	230,728.75
WFA	BOND	US Treasury Notes	22-03	2.750%	2.750%	4/30/27	326,476.93	308,586.30
WFA	CD	City Natl Bk - Bev Hi CD	23-01	4.350%	4.350%	1/26/26	245,000.00	238,799.05
WFA	BOND	Federal Home Loan Bank Bonds SER 00001	23-02	5.000%	5.000%	1/26/24	2,000,000.00	1,996,760.00
WFA	BOND	US Treasury Bill	23-05	4.887%	4.887%	10/26/23	1,074,390.04	1,096,117.00

Total Pooled Investments - Securities

12,411,927.24 12,114,614.69

Summary of Investments by Type		
	Book Value	Fair Value
CD's	4,937,987.63	4,819,576.59
CDARS	1,000,000.00	1,000,000.00
Jumbo CDs		
Local Gov Issues	500,000.00	501,285.00
Govt. Securities	868,059.72	760,081.00
Treasury	3,400,866.97	3,401,463.30
FNMA	0.00	0.00
FHLBMSUCP	455,000.00	413,758.80
FFCBB	500,012.92	495,690.00
FHLB	750,000.00	722,760.00
Totals	12,411,927.24	12,114,614.69

Investment Summary by Fund		
Revenue Fund	12,411,927.24	12,114,614.69
	12,411,927.24	12,114,614.69
Fair Market Value Adjustment		(297,312.55)

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 11-23-2I

Donation Acceptance from Betty Bigger

WHEREAS, the County may accept donations of goods and services for the benefit of its citizens, and;

WHEREAS, Betty Bigger, a private individual has donated \$250 to the Becker County Veterans Service Office in memory of her husband, an Army paratrooper, requesting that it be used for Becker County Veterans;

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves of the Veterans Service Office accepting the donation and direct its' use for the benefit of Becker County Veterans.

Duly adopted this 21th 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 21, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

11/21/2023

Re: Grant-in-Aid Snowmobile Club Sponsorship

To: Becker County Board of Commissioners

Cc: Pat Oman, County Administrator

From: Steve Skoog/Mitch Lundeen, Land Use Department/NRM

Request: Approve resolution 11-23-XX

Narrative:

Update resolution for MN DNR State contracting purposes to continue to allow Becker County to act as the sponsor for all 4 Snowmobile trail clubs. The last Resolution was passed in 2018, there are no significant changes, other than updating the resolution date.

BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION NO. 11-23-2J

Resolution to act as Sponsor for the Northwoods Trail Reapers, Wolf Pack, ULTRA, and Midnite 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, Midnite 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 21st day of November 2023, at Detroit Lakes, Minnesota.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

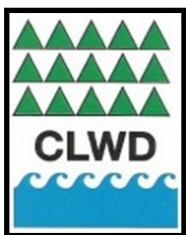
/s/ _____
Pat Oman
County Administrator

/s/ _____
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 21st day of November 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator



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

September 8, 2023

Jeff Moritz
218.439.6044

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

Mike Foley
701.388.1846

Lyle Hansen
218.532.3993

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.

Sam Blattenbauer
701.361.4173

Inspectors:

Cy Abel
218.234.0607

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

Administrator:

Liz Larson
218.234.6865

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

Application for Equitable Cost-Sharing for Publicly-Owned Nursing Facilities (ECPN)
Minnesota Statutes, 256R.48 - January 1, 2024 through December 31, 2024**1) Facility**

Legal Name	DBA for Facility (if applicable)	NPI Number
------------	----------------------------------	------------

_____	_____	_____
Address		

Administrator of facility

Name	Email Address	Phone
------	---------------	-------

Other facility contact

Name	Email Address	Phone
------	---------------	-------

Physical plant owner(s) and percentage ownership

Legal Name & Percentage of Ownership	Email Address
--------------------------------------	---------------

_____ % _____
Address

Legal Name & Percentage of Ownership	Email Address
--------------------------------------	---------------

_____ % _____
Address

Physical plant owner contact(s)

Name	Title	Email Address
------	-------	---------------

_____	_____	_____
Address (if different from above)		Phone

Name	Title	Email Address
------	-------	---------------

_____	_____	_____
Address (if different from above)		Phone

2) License holder

Facility

Physical plant owner

License holder contact (if different from above)

Name

Title

Email Address

Address

Phone

3) Election for requested rate increase

Facility requests an increase to the payment rate of \$_____, not to exceed **\$23.27** per resident day.

4) IMPORTANT – Person and address where ECPN invoices should be mailed. Please notify David Hill at the email below if this changes.

Entity Name

Contact Person (Name)

Title

Email Address

Physical Address

Phone

5) Terms and conditions

The undersigned understands and agrees that:

- Participation is through December 31, 2024 unless terminated by either party.
- Application to participate in this program is voluntary and may be terminated with thirty days written notice.
- Commissioner may reduce payment rates under the ECPN program and may terminate the program at any time at the sole discretion of the commissioner.
- The new or increased contributions for the non-federal share of the Medicaid payments are certified to be voluntary and the State is in no way requiring provision of the funding.
- The full benefit of participation in the ECPN program must stay with the nursing facility. The owner agrees to not take any of the benefit away from the facility. **The nursing facility agrees that facility resources will not be used to pay the non-federal share of Medicaid payments to the local government entity or to the State. The owner agrees to not use facility resources to pay the non-federal share of Medicaid payments.**

- The intergovernmental transfer for the increased contribution for the non-federal share of Medicaid payments must be received prior to the payment of the alternate rate.
- During the effective period of this application, owner may reduce participation level one time during the rate year, with at least 30 days written notice before the first day of any month. *If ECPN rates are increased the facility is responsible to notify the private pay residents at least thirty days before the rate change.*
- To continue participation in the ECPN program, the local government entity must either be the facility license holder or owner of the physical plant. Participation in the program will be terminated effective on the first day of the month following a change in status if the local entity is no longer either the facility license holder or owner of the physical plant. On the date of termination, payment rates will be adjusted to the level they would have been if the local government entity had not participated.
- If the amount of owner's obligation changes during participation due to census changes owner shall notify DHS. DHS will adjust amount of agreed upon contribution accordingly.

I certify that the information contained herein is true and accurate to the best of my knowledge, that I accept the Terms and Conditions stated in part 5 of this application and that I am authorized to submit this application on behalf of the owner.

By signing this, Local Governmental Entity agrees that the Nursing Facility will not reimburse to the Local Governmental Entity the non-federal portion of Medicaid Payments

Signature of Local Governmental Entity Representative

Date

Printed Name

Title

By signing this, Nursing Facility agrees that the Nursing Facility will not reimburse to the Local Governmental Entity the non-federal portion of Medicaid Payments

Signature of Nursing Facility Administrator

Date

Printed Name

Title

Return completed form by email or mail to:

dhs.nfrp.costreport@state.mn.us

David C. Hill - Nursing Facility Rates & Policy
Department of Human Services
PO Box 64973
St. Paul, MN 55164-0973

Equitable Cost-Sharing for Publicly-Owned Nursing Facilities (ECPN)
January 1, 2024 through December 31, 2024

Estimated Revenue Calculation

03001

SUNNYSIDE CARE CENTER

Reported Resident Days for 10/01/2022 - 9/30/2023	MA/PP Days	ECPN Rate per Day	Estimated October - September 2023 Revenue	Non-Federal Share of MA Revenue	Monthly Payment by Owner to DHS January to December 2024
Medical Assistance	4,500	7.00	\$31,500.00 MA	\$15,750.00	\$1,312.50
Private Pay	4,500	7.00	\$31,500.00 Private Pay		
			<u>\$63,000.00</u>		

You may change the resident days in Cells D11 and D13 to reflect a more recent 12 month period

You may also change the ECPN rate per day in Cells E11 and E13 to an amount less than the maximum.



November 15, 2023

Dear Becker County Board,

Sunnyside Care Center is requesting continued ECPN support from Becker County. Becker County has contributed \$7.00/day/resident in the previous year and we are asking for a contribution of \$7.00/day/resident. \$7.00/day/resident will result in Becker County contributing approximately \$1312.50/month or \$15,750/year.


The additional revenue will be used for capital improvements at Sunnyside Care Center. Some of the needed capital purchases include:

- Tub room update (tub, flooring and painting)
- Flooring updates

Sunnyside as of 9/30/2023 has \$2,166,785.01 cash in the bank. We had a positive year financially, but have an aging building that is needing updates to the physical plant and equipment. By participating and using this money to make capital purchases we will not have to use our reserves to help cover capital costs and can focus on day to day expenses in the nursing home.

Your consideration is appreciated. If you have any questions, please contact me at 218-238-6366 or Ashley.mcnally@sunnysidecarecenter.com

Sincerely,


Ashley McNally

Executive Director

Board Approved Special General Revenue Fund Projects	Improvements	Requested Amount	Paid to Date
Total Received		\$ (6,686,270.00)	(6,686,270.00)
Administration/Commissioner	Payroll-union	\$ 600,000.00	599,247.13
AED CPR / First Aid Training	Civilian Training on use of AED	\$ 7,380.00	
Assessor	Pictometry Project	\$ 162,120.00	162,120.00
Assessor/Planning-Zoning	Digitizing Records	\$ 227,442.40	58,800.00
Auditor/Treas - board on 11/7/23	ACE-Caseworks Software	\$ 54,500.00	
Auditor/Treas & Human Resources	Human Resource / Payroll / Timecard software 65,128.82 UKG-1st Qtr Support - 1419.53 UKG-Interface Files WEX - 4000.00 Launch Fee-50000	\$ 350,000.00	178,686.81
BC Ag Society	Construction Bills	\$ 100,360.40	100,000.40
BC Fair		\$ 100,000.00	
BC Food Pantry		\$ 250,000.00	250,000.00
BC Human Resources	Leadership Training	\$ 6,900.00	6,900.00
BC Museum	Final Appropriation of Funding	??	247,500.00
BC Museum Sponsorship	Da Vinci Exhibit	\$ 5,000.00	
Childcare	Two Programs underway: County has provided funding for 2021-2022	\$ 270,000.00	199,499.92
CIVICS Plus Agenda Management Software	Increase productivity preparing, managing agendas for County Board and committee meetings	\$ 10,000.00	18,005.76
County Administration	Classification Compensation Study	\$ 160,000.00	
County Administration	5 year Community Based Comprehensive Plan	\$ 100,000.00	
County Sheriff	Purchase 4 Drones	\$ 29,000.00	28,189.96
County Sheriff	EM Trailer	\$ 36,627.88	30,650.00
County Sheriff	KaiVac 1250 Cleaning Machine for Jail	\$ 4,002.95	4,002.95
County Sheriff	SWAT Equipment	TBD	21,088.47
County Sheriff	Portable Radios	\$ 11,811.36	11,275.00
County Sheriff	Bearcat	\$ 320,620.00	
Courthouse Updates Attorney's Office	Judge Chambers, State Offices (Includes Attorney's Office)	\$ 10,000.00	13,599.66
Courthouse Updates Attorney's Office	New Office Furniture		9,154.23
Election	New Equipment Acquisition	\$ 100,000.00	106,490.06
For Profit Total	BroadBand	\$ 14,000.00	13,000.00
Highway	Landscaping costs for new PW Building	\$ 103,000.00	
Highway	Appliances for new PW Building	\$ 3,600.00	
Highway	Ponford Shop Fuel Tank Replacement	\$ 12,000.00	
Highway	Fund nonbudgeted items that are part of the new Hwy building project Floor Scrubber-44964.80 Shop Tables-8000.00 Chest-Cabinet-5559.00 Lab Equip-2475.74 Appliances-9389 Tree Order-14869.56 Cameras-13575 Shop Shelving-7223.97 / storage equip-6404 Office Furniture-102861.19 Network Gas Pump Removal-Hwy Site-23215	\$ 285,447.00	259,345.73

Board Approved Special General Revenue Fund Projects	Improvements	Requested Amount	Paid to Date
Highway-Board Approval 7/25/23	Cantilever Storage Rack for cutting edges	\$ 3,500.00	
Highway-Board to Approve Tuesday 8/4/23	TV's & Mounts new PW Building	\$ 4,000.00	
Human Resources EDI - Integrity Employee Benefits	Service to streamline benefits processing and making less room for errors. Estimate for 2022 & 2023	\$ 15,714.00	15,083.28
Human Services	Adult Supervisor Office Furniture	??	4,031.43
Human Services Building	Water Fountain Replacement; Interview Room update; Restroom update on 4th floor; Building Exterior facelift; New Agency sign; Additional Fleet vehicle; Additional Docking Stations for Telecommuters; Morale boosting / appreciation activities.	\$ 202.88	202.88
Human Services Building - Roof	New Roof	\$ 56,000.00	56,000.00
Human Services Video Conferencing Technology	Technology audio / visual updates in conference rooms	\$ 1,998.00	
Human Services, 3rd Floor Courthouse	Water Fountain Upgrades	\$ 2,000.00	1,778.08
Information Technology	VPN Licenses	??	34,048.20
IT Storage Expansion	IT Storage	\$ 289,759.00	282,421.04
Maintenance	Tree Trimming-CTHS/Parking	\$ 6,000.00	5,999.99
Maintenance / Human Services Building - HVAC, Boiler	Replace Human Services HVAC system ((Heating/Cooling) improved Air Quality: filtration/ventiation). Controls, EBI Upgrades (HoneyWell) / Facility Boiler (CTHS)	\$ 381,672.00	329,723.29
Maintenance-Eliminate exhaust entering into Facilities	Air Intake Systems	\$ 69,970.00	79,848.46
Maintenance-Lower Cost of Outsourcing	Snow Removal Equipment	\$ 52,432.00	54,853.70
MNCCC	Tax System	\$ 341,290.00	
Recorder	Digitizing Records	\$ 235,246.60	120,123.30
Recorder	Shelving	\$ 20,865.00	21,413.92
Sheriff	3 Ford Explorers	\$ 15,000.00	15,000.00
Solid Waste	Transfer Station, Pay Station, and Break room holding tanks collective drainfield, MRF holding tank drainfield	\$ 53,900.00	48,900.00
		\$ 4,883,361.47	\$ 3,415,542.92
		DESIGNATED	DESIGNATED PAID
	UNDESIGNATED	\$ (1,802,908.53)	
UNKNOWN STATUS			

Board Approved Special General Revenue Fund Projects	Improvements	Requested Amount	Paid to Date
ERP Software Purchase	Improve County Wide Software	\$ 300,000.00	still needing approval still needing approval
Remodel Old Jail - Office Space	Create Staff Space - Maintain 6 feet distancing		
Add Restrooms to the MRF		\$ 10,000.00	
Add Office to the MRF			
Add Restroom to Lower Level Human Services			
Dunton Locks Shelter	sewer system/Bathrooms		
IT Servers	IT Servers	\$ 100,000.00	
IT	Replacement of Watchguard for Sheriffs office	\$ 400,000.00	
County Attorney	County Attorney's Office: New office chairs, new more efficient windows, office wide painting/décor, new flooring, and new computers.		
County Attorney	Assistant County Attorney Internship	TBD	
Fleet Vehicles	Purchase new Vehicle, Towing Package, Gas Cards		
Power Upgrades from Courthouse Generator	Electrical conduit updates for disseminating of power from the generator		

GRANT APPLICATION ACCEPTANCE

RESOLUTION 11-23-2A

VOTER GRANT-06/01/2022

PRECINCT	VOTER	GRANT AMT
ATLANTA TOWNSHIP	64	\$ 6.60
AUDUBON CITY	304	\$ 31.35
AUDUBON TOWNSHIP	484	\$ 49.92
BURLINGTON TOWNSHIP	1088	\$ 112.22
CALLAWAY CITY	101	\$ 10.42
CALLAWAY TOWNSHIP	163	\$ 16.81
CARSONVILLE TOWNSHIP	159	\$ 16.40
CORMORANT TOWNSHIP	818	\$ 84.37
CUBA TOWNSHIP	193	\$ 19.91
DETROIT TOWNSHIP	1288	\$ 132.84
DETROIT LAKES WARD 1	1687	\$ 174.00
DETROIT LAKES WARD 2	2010	\$ 207.31
DETRPOT LAKES WARD 3	2141	\$ 220.82
EAGLE VIEW TOWNSHIP	97	\$ 10.00
ERIE TOWNSHIP	1239	\$ 127.79
EVERGREEN TOWNSHIP	177	\$ 18.26
FOREST TOWNSHIP	80	\$ 8.25
FRAZEE CITY	709	\$ 73.13
GREEN VALLEY TOWNSHIP	234	\$ 24.13
HAMDEN TOWNSHIP	141	\$ 14.54
HEIGHT OF LAND TOWNSHIP	499	\$ 51.47
HOLMSVILLE TOWNSHIP	357	\$ 36.82
LAKE EUNICE TOWNSHIP	1222	\$ 126.04
LAKE PARK CITY	415	\$ 42.80
LAKE PARK TOWNSHIP	353	\$ 36.41
LAKE VIEW TOWNSHIP	1257	\$ 129.65
MAPLE GROVE TOWNSHIP	269	\$ 27.74
OGEMA CITY	84	\$ 8.66
OSAGE TOWNSHIP	605	\$ 62.40
PINE POINT	142	\$ 14.65
RICEVILLE TOWNSHIP	62	\$ 6.39
RICHWOOD TOWNSHIP	430	\$ 44.35
ROUND LAKE TOWNSHIP	133	\$ 13.72
RUNEBERG TOWNSHIP	326	\$ 33.62
SAVANNAH TOWNSHIP	137	\$ 14.13
SHELL LAKE TOWNSHIP	228	\$ 23.52
SILVER LEAF TOWNSHIP	305	\$ 31.46
SPRING CREEK TOWNSHIP	55	\$ 5.67
SPRUCE GROVE TOWNSHIP	220	\$ 22.69
SUGAR BUSH TOWNSHIP	385	\$ 39.71
TOAD LAKE TOWNSHIP	305	\$ 31.46
TWO INLETS TOWNSHIP	188	\$ 19.39
WALWORTH TOWNSHIP	60	\$ 6.19
WHITE EARTH TOWNSHIP	362	\$ 37.34
WOLF LAKE CITY	37	\$ 3.82
WOLF LAKE TOWNSHIP	169	\$ 17.43
	21782	\$ 2,246.60

CALCULATION OF GRANT

Grant Amount:	\$	8,986.40
County Portion 50%:	\$	4,493.20
County AB/MB Admin 25%:	\$	2,246.60
Distribute to Precincts:	\$	2,246.60
Per Voter:	\$	0.10

ESTABLISHING AN ABSENTEE BALLOT BOARD

**BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION NO. 11-23-2C**

HIRING OF ELECTION JUDGES FOR 2024 YEAR

WHEREAS, there is a need to hire up to ten (10) election judges for 2024 Election year.

WHEREAS, setting hourly salary as follow based on the years serving as an absentee ballot board member:

0 Election Cycles:	\$17.00
1-2 Election Cycles:	\$18.00
3+ Election Cycles:	\$19.00
SVRS (Statewide Voter Access):	\$ 4.00 Additional per hour

THEREFORE, BE IT RESOLVED THAT, the Becker County Board of Commissioners hereby approves hiring up to ten (10) election judges through the normal hiring process.

Duly adopted this 21st day of November, 2023 in Detroit Lakes, Minnesota

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, 21, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

Absentee Ballot Board Persons. 6-8 employed and maximum hours spread:

CASHIER/ELECTION- TEMP A120		2024 COST TO FILL PER AB (67 DAYS)	SUGGESTED 8-AB TEMP 1608 HOURS COST	2023 BUDGET	2024 BUDGET
SALARY		\$ 8,825	\$ 26,476	\$ -	\$ 26,476
PERA		\$ -	\$ -	\$ -	\$ -
HEALTH		\$ -	\$ -		
FICA		\$ 675	\$ 1,350	\$ -	\$ 2,025
UNIFORM/SEVERANCE					
TOTAL		\$ 9,500	\$ 27,826	\$ -	\$ 28,501

Two-Temporary Persons for Election Processing

CASHIER/ELECTION- TEMP A130		2024 COST TO FILL PER TEMP (67 DAYS)	SUGGESTED 2- TEMP COST	2023 BUDGET	2024 BUDGET
SALARY		\$ 9,469	\$ 18,938	\$ -	\$ 18,938
PERA		\$ -	\$ -	\$ -	\$ -
HEALTH		\$ -	\$ -		
FICA		\$ 724	\$ 1,449	\$ -	\$ 1,449
UNIFORM/SEVERANCE					
TOTAL		\$ 10,193	\$ 20,386	\$ -	\$ 20,386

**BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION NO. 11-23-2H**

Tax System Upgrade

WHEREAS, in 2010, Becker County converted to our current Aumentum tax system. The system has become obsolete and will no longer be supported.

WHEREAS, in May 2022, Becker County signed a commitment letter with MNCCC to move to Aumentum Platform with the Aumentum Tax User Group. The cost of the upgrade was \$341,290.00 and was added to the Special General Fund list.

WHEREAS, in October 2023, Becker County was advised of an increase of the projected upgrade cost. The new estimated cost per county is \$446,960.00.

THEREFORE, BE IT RESOLVED THAT, the Becker County Board of Commissioners hereby approves the designation of Special General Funds for the MNCCC Platform Tax System upgrade.

Duly adopted this 21st day of November 2023 in Detroit Lakes, Minnesota

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

<u>/s/ Pat Oman</u> Pat Oman County Administrator	<u>/s/ Barry Nelson</u> 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 21, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

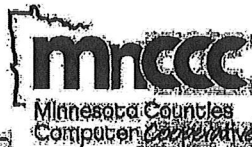
County	Parcel Count	Aumentum Upgrade Service Cost	Upgrade County Cost Spread
Becker	29,559	\$ 300,000	\$ 446,960
Clay	28,063	\$ 300,000	\$ 446,960
Clearwater	7,821	\$ 300,000	\$ 446,960
Mower	21,625	\$ 300,000	\$ 446,960
Morrison	30,007	\$ 300,000	\$ 446,960
Nicollet	16,436	\$ 300,000	\$ 446,960
Polk	26,511	\$ 300,000	\$ 446,960
Rice	28,535	\$ 300,000	\$ 446,960
Roseau	13,928	\$ 300,000	\$ 446,960
Washington	106,666	\$ 2,469,600	\$ 446,960
		\$ 5,169,600	\$ 4,469,600

Upgrade Cost Per County:	\$300,000
County count:	10.00
Pilot County Cost:	\$2,469,600
TOTAL PROJECT COST	5,169,600
MnCCC Enhancement Fund:	(\$700,000)
County Responsibility:	4,469,600
Cost Per County less Enh Fund Contr:	\$446,960

Without enhancement fund contribution:

County	Parcel Count	Aumentum Upgrade Service Cost	Upgrade County Cost Spread
Becker	29,559	\$ 300,000	\$ 516,960
Clay	28,063	\$ 300,000	\$ 516,960
Clearwater	7,821	\$ 300,000	\$ 516,960
Mower	21,625	\$ 300,000	\$ 516,960
Morrison	30,007	\$ 300,000	\$ 516,960
Nicollet	16,436	\$ 300,000	\$ 516,960
Polk	26,511	\$ 300,000	\$ 516,960
Rice	28,535	\$ 300,000	\$ 516,960
Roseau	13,928	\$ 300,000	\$ 516,960
Washington	106,666	\$ 2,469,600	\$ 516,960
		\$ 5,169,600	\$ 5,169,600

Upgrade Cost Per County:	\$300,000
County count:	10.00
Pilot County Cost:	\$2,469,600
TOTAL PROJECT COST	5,169,600
MnCCC Enhancement Fund:	\$0
County Responsibility:	5,169,600
Cost Per County less Enh Fund Contr:	\$516,960



To: MnCCC's Aumentum Tax User Group

From: Lisa Meredith, MnCCC Executive Director

cc: Jody Moran, MnCCC Board Chair
Kathy Jensen, Aumentum User Group Chair

Subject: Aumentum Upgrade to Platform

Greetings,

We have had multiple conversations and demos on the Aumentum Platform project. And, we have had requests to move forward with the project. In order to do this, we will need a commitment from each of the counties to finalize a contract and costs.

Why would the Aumentum Tax User Group want to move to the Platform version?

- It is the first step in having other counties able to join the user group and have the user group grow.
- There are multiple features and functions that will be available in the new platform that are not available in our current version.
- All users will eventually be moved to platform.

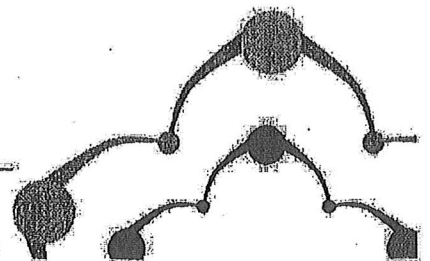
Attached please find the proposal Project Plan overview from Aumentum along with estimated costs. The total cost per county is set, but there is a shared cost for the initial beta county implementation. That shared cost will depend on two things; the first is the user group approving paying part of the fees out of the existing Enhancement fund balance, and the second is the number of participating counties. The project would begin in 2023 for the pilot county, the continue with counties going live the end of 2024 and in 2025. The estimated range of cost would be approximately \$300,000 to \$360,000 per county, again depending on the number of participating counties. We would begin collecting payments in 2023, but would also be able to take an initial payment in 2022 as a member deposit. Payments to Aumentum would be based on deliverables with final payments as the final county goes live.

Please review the attached. We are requesting your response and commitment for review at the May Aumentum Tax Advisory Committee Meeting. Please return the following information to lisa@mnccc.org no later than Wednesday, May 4th.

County: Becker

☒ We plan to move to Aumentum Platform with the Aumentum Tax User Group.

P: (651) 401-4200 • F: (651) 401-4299 • www.mnccc.org
100 Empire Drive, Suite 201
Saint Paul, MN 55103



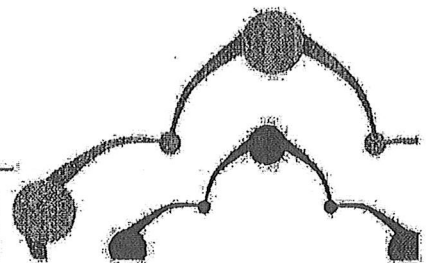


☐ We do not plan to move to Aumentum Platform with the Aumentum Tax User Group.

Contact Name: Pat Oran, County Administrator

Contact Email: Pat.Oran@Co.Becker.MN.US

Thank you for your time and attention to this matter.



**BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION NO. 11-23-2K**

AMEND RESOLUTION 10-21-1H

(ERP and Agenda Software)

COVID-19 ARPA OBLIGATION

WHEREAS, in October 2021, Becker County approved Resolution 10-21-1H, awarding Tyler Technologies bid of \$461,314 to replace the current financial and associated system. Also approved was the year one SaaS cost for Minute software in the amount of \$11,555.00.

WHEREAS, since that time County Auditor-Treasurer staff chose not to move forward with financial software.

WHEREAS, the County continues to use SaaS aka Civic Clerk Minute Software for meetings approved by Resolution 10-21-1H.

THEREFORE, BE IT RESOLVED THAT, the Becker County Board of Commissioners hereby amends Resolution 10-21-1H by removing the Tyler Technology purchase for financial software.

Duly adopted this 21st day of November 2023 in Detroit Lakes, Minnesota

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 21, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 10-21-1H ERP and Agenda Software COVID-19 ARPA OBLIGATION

WHEREAS, county staff has determined that the current financial system and agenda software are antiquated, surpassing all expectations of life span when originally implemented and requires primary in office operations and through conversion, it will allow for remote work reducing the risk for COVID-19; and

WHEREAS, the County Auditor-Treasurer and IT departments have requested bids for new financial systems and meeting software, after receiving and reviewing the bids, are submitting their recommendation to the County Board for consideration; and

THEREFORE, BE IT RESOLVED, that the County received five proposals for ERP and 4 proposals for meeting software; and

THEREFORE, BE IT RESOLVED, Tyler Technologies bid is hereby recommended by the County staff to replace the current outdated financial and associated system.

FUTHERMORE, BE IT RESOLVED, that Civic bid is hereby recommended by the County staff to replace the current outdated meeting, minute and agenda software.

FURTHERMORE, BE IT RESOLVED that the staff requests County Board obligate American Recovery Funds approval to proceed with contracts and conversion to a new financial system to be implemented prior to December 31, 2024.

FURTHERMORE, BE IT RESOLVED that the year one SaaS and setup cost for the ERP is \$461,314 and year one SaaS cost and for Minute Software is \$11,555. Refence ERP memo for complete 5-year cost estimate and set up costs.

Duly adopted this 5th day of October 2021 at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Mike Brethorst
Mike Brethorst
County Administrator

/s/ Barry Nelson
Barry Nelson
Board Chair

State of Minnesota)
) ss.
County of Becker)



To: MnCCC's Aumentum Tax User Group

From: Lisa Meredith, MnCCC Executive Director

cc: Jody Moran, MnCCC Board Chair
Kathy Jenson, Aumentum User Group Chair

Subject: Aumentum Upgrade to Platform

Greetings,

We have had multiple conversations and demos on the Aumentum Platform project. And, we have had requests to move forward with the project. In order to do this, we will need a commitment from each of the counties to finalize a contract and costs.

Why would the Aumentum Tax User Group want to move to the Platform version?

- It is the first step in having other counties able to join the user group and have the user group grow.
- There are multiple features and functions that will be available in the new platform that are not available in our current version.
- All users will eventually be moved to platform.

Attached please find the proposal Project Plan overview from Aumentum along with estimated costs. The total cost per county is set, but there is a shared cost for the initial beta county implementation. That shared cost will depend on two things; the first is the user group approving paying part of the fees out of the existing Enhancement fund balance, and the second is the number of participating counties. The project would begin in 2023 for the pilot county, the continue with counties going live the end of 2024 and in 2025. The estimated range of cost would be approximately \$300,000 to \$360,000 per county, again depending on the number of participating counties. We would begin collecting payments in 2023, but would also be able to take an initial payment in 2022 as a member deposit. Payments to Aumentum would be based on deliverables with final payments as the final county goes live.

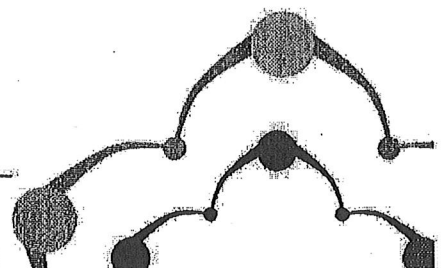
Please review the attached. We are requesting your response and commitment for review at the May Aumentum Tax Advisory Committee Meeting. Please return the following information to lisa@mnccc.org no later than Wednesday, May 4th.

County: _____

Becker

X

We plan to move to Aumentum Platform with the Aumentum Tax User Group.



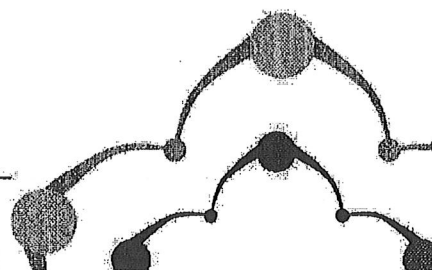


___ We do not plan to move to Aumentum Platform with the Aumentum Tax User Group.

Contact Name: Pat Oran, County Administrator

Contact Email: Pat.Oran@Co.Becker-MN.us

Thank you for your time and attention to this matter.



7.6 Working out of classification

Work out-of-classification is the performance of work duties (greater than 50%) that are exclusively performed by a higher job classification. An employee assigned work of a higher classification when there is a vacancy or an extended unforeseen leave of the person filling this position. The employee fulfilling these higher classification duties shall be temporarily placed at the lowest step of the pay grade of the higher job classification that provides at least a 5% increase over the employee's current pay rate. Department heads shall notify the Human Resource Department for the need to compensate an employee working out-of-class prior to the employee earning the higher wage.



BECKER COUNTY

IT Department

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7230

MEMORANDUM FOR ACTION

Date: 11/16/2023

SUBJECT: Security Software

THROUGH: IT Department, Courthouse Committee and Finance Committee

TO: Becker County Commission

1. References:

MFA Security Software which is the recommended vendor from Becker County's LASO and MEI our primary security vendor.

2. Discussion: Invest in security software hardware and software tokens for internal computer network users.

Acronyms:

MFA

Multi-factor authentication which is an enhanced security method for obtaining access to a computer network. It requires at least 2 items, something you know (password) and something you have a token.

Token

Software token is a specific app on a cell phone for obtaining a random number as your second password to log onto a computer.

Hardware token is a physical key fob to be used to obtain a random number as your second password to log onto a computer.

Description	Quantity	per unit \$	Cost
Description	Months	per unit \$	Cost
Security Software as a Service 22 Months to co-term with current licenses (180 * 22 Months = 3960)	3960	\$7.47	\$29,581.20
Security Hardware Token for 24 months (30* 24 months = 720)	720	\$8.57	\$6,170.40
Total			\$35,751.60

3. Funding
 - a. Funding Special General Fund
4. Action – recommend approving the quote for Security Licenses and Tokens for internal users
5. The point of contact for this is Judy Dodd, IT Director, 218-846-7200 X7332

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 11-23-2D

SUPPORT OF LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANT APPLICATION BY CORMORANT TOWNSHIP

WHEREAS, The Minnesota Department of Transportation (Mn/DOT) has determined that for projects implemented with LRIP funds, Townships are required to secure county sponsorship for the project; and

WHEREAS, Cormorant Township has requested that Becker County sponsor its LRIP project and application for the improvements on East Lake Ida Lane; and

WHEREAS: Cormorant Township understands that it will be responsible for all costs not covered by LRIP funding including engineering, right of way acquisition, contract administration and any construction costs over the funding cap and in addition agrees to maintain such improvements for the lifetime of the improvements.

NOW THEREFORE BE IT RESOLVED, That the County Board of Commissioners of Becker County supports the Township's application to Mn/DOT for funding through the LRIP.

BE IT FURTHER RESOLVED, That Becker County acknowledges herewith that it is willing to be the project sponsor knowing full well that such sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations.

Duly adopted this 21th 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 21, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 11-23-2E

**SUPPORT OF LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANT APPLICATION BY
LAKE VIEW TOWNSHIP**

WHEREAS, The Minnesota Department of Transportation (Mn/DOT) has determined that for projects implemented with LRIP funds, Townships are required to secure county sponsorship for the project; and

WHEREAS, Lake View Township has requested that Becker County sponsor its LRIP project and application for the improvements on 130th Street and on 270th Avenue; and

WHEREAS: Lake View Township understands that it will be responsible for all costs not covered by LRIP funding including engineering, right of way acquisition, contract administration and any construction costs over the funding cap and in addition agrees to maintain such improvements for the lifetime of the improvements.

NOW THEREFORE BE IT RESOLVED, That the County Board of Commissioners of Becker County supports the Township's application to Mn/DOT for funding through the LRIP.

BE IT FURTHER RESOLVED, That Becker County acknowledges herewith that it is willing to be the project sponsor knowing full well that such sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations.

Duly adopted this 21th 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 21, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

REVOCATION OF COUNTY ROAD 141

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 11-23-2G

**SUPPORT OF LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANT APPLICATION BY
CITY OF AUDUBON**

WHEREAS, The Minnesota Department of Transportation (Mn/DOT) has determined that for projects implemented with LRIP funds, Cities with populations under 5000 are required to secure county sponsorship for the project; and

WHEREAS, Audubon City has requested that Becker County sponsor its LRIP project and application for the improvements on 3rd Street and on Plover Street; and

WHEREAS: Audubon City understands that it will be responsible for all costs not covered by LRIP funding including engineering, right of way acquisition, contract administration and any construction costs over the funding cap and in addition agrees to maintain such improvements for the lifetime of the improvements.

NOW THEREFORE BE IT RESOLVED, That the County Board of Commissioners of Becker County supports the City's application to Mn/DOT for funding through the LRIP.

BE IT FURTHER RESOLVED, That Becker County acknowledges herewith that it is willing to be the project sponsor knowing full well that such sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations.

Duly adopted this 21th 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 21, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

**SPRING CREEK TOWNSHIP
BECKER COUNTY, MINNESOTA**

NOTICE OF TWO SPECIAL MEETINGS

**A SPECIAL MEETING OF THE
SPRING CREEK TOWNSHIP PLANNING COMMISSION**

A SPECIAL MEETING OF THE SPRING CREEK TOWNSHIP TOWN BOARD

Planning Commission

PLEASE TAKE NOTICE that the Spring Creek Township Planning Commission will hold a special meeting on November 30, 2023 at 6:00 p.m. at the Spring Creek Town Hall, located at 17709 County Highway 18, Ogema, MN 56569. The purpose of the meeting is to conduct a public hearing on a proposed updated zoning ordinance and to discuss and make a recommendation to the Town Board regarding adoption of the proposed ordinance. A copy of the proposed ordinance can be obtained by contacting the Town Clerk. Interested persons are welcome to attend the hearing.

Town Board

PLEASE TAKE NOTICE that the Spring Creek Township Town Board will hold a special meeting on November 30, 2023 at 6:30 p.m. (or immediately following the Planning Commission meeting if it runs later) at the Spring Creek Town Hall, located at 17709 County Highway 18, Ogema, MN 56569. The purpose of the meeting is to consider, discuss, and possibly act to adopt a proposed updated zoning ordinance and related resolution approving summary language for publication. A copy of the proposed ordinance can be obtained by contacting the Town Clerk. Interested persons are welcome to attend the meeting.

Kimberly Jirava, Town Clerk

Published: _____

Posted: _____

SPRING CREEK TOWNSHIP ZONING ORDINANCE

**SPRING CREEK TOWNSHIP
BECKER COUNTY, MINNESOTA**
Ordinance No. 2023-____

Adopted _____, 2023

TABLE OF CONTENTS

Page

ARTICLE I
GENERAL PROVISIONS

1.1. Authority1
1.2. Intent and Purpose.....1
1.3. County Regulations.....1
1.4. Adoption by Reference2
1.5. Compliance2
1.6. Interpretation.....2
1.7. Definitions.....2
1.8. Severability5
1.9. Repealer and Effective Date5

ARTICLE II
ZONING DISTRICTS AND ALLOWED USES

2.1. Zoning Districts5
2.2. Agricultural District5
2.3. Shoreland Overlay District7
2.4. Prohibited Uses7

ARTICLE III
GENERAL STANDARDS

3.1. Lot Requirements.....7
3.2. Setbacks8
3.3. Zoning Map.....8
3.4. Dwelling Standards8

ARTICLE IV
PERFORMANCE STANDARDS

4.1. Home Occupations.....9
4.2. Mining.....10
4.3. Feedlots11
4.4. Accessory Solar Electric System12
4.5. Accessory Wind Energy System.....12
4.6. Road Impacts13

ARTICLE V
ORDINANCE ADMINISTRATION

5.1. Administration14

ARTICLE VI
ZONING REQUESTS, PROCEDURES, AND FEES

6.1. Zoning Permit14
6.2. Interim Use and Conditional Use Procedure15
6.3. Variances.....17
6.4. Amendments18
6.5. Appeals19
6.6. Applications19
6.6. Fees20

ARTICLE VII
SUBSTANDARD LOTS AND NONCONFORMING USES

7.1. Substandard Lots.....21
7.2. Nonconforming Uses and Structures21

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1. Essential Services or Utilities22
8.2. Building or Structure Setback Provision.....22
8.3. Excavation and Construction on Township Road Right-of-Way22
8.4. Wind Breaks.....23
8.5. Farming on Town Road Right-of-Way23
8.6. Operation of Pest Noise Control Devices23

ARTICLE IX
VIOLATIONS AND ENFORCEMENT

9.1. Violations and Enforcement23

SPRING CREEK TOWNSHIP ZONING ORDINANCE

The board of supervisors of the Town of Spring Creek ordains:

ARTICLE I GENERAL PROVISIONS

- 1.1. **Authority.** The Town Board of Spring Creek Township (“Township”) hereby adopts this ordinance, which shall be known as the “Spring Creek Township Zoning Ordinance” (referred to herein as this “Ordinance”), pursuant to its authority under Minnesota Statutes, sections 462.351 to 462.364 and such other law as may apply. The Township has not adopted and does not administer or enforce the state building code.
- 1.2. **Intent and Purpose.** This Ordinance is adopted with the following intent and for the following purposes:
- (a) Protect and promote the public health, safety, welfare, and morals;
 - (b) Provide for the orderly development of the Township consistent with the regulations and standards set out in this Ordinance;
 - (c) To place all of the land within the Township within a zoning district and to recognize that Becker County regulates aspects of zoning within the Township on matters such as shorelands, floodplains, subdivisions and septic systems;
 - (d) To allow and regulate certain uses of land and structures within the Township while prohibiting other uses and structures;
 - (e) To regulate structures and buildings within the Township including, but not limited to, the size, location, and requiring a permit;
 - (f) Conserving natural and scenic areas of the Township;
 - (g) Conserving natural resources and Agricultural;
 - (h) To make clear the provisions of this Ordinance are intended to be the minimum requirements applicable within the Township and that structures and land uses remain subject to such other laws, rules, regulations and ordinances as may apply; and
 - (i) To prescribe penalties for violating this Ordinance.
- 1.3. **County Regulations.** Becker County (“County”) has adopted the Becker County Zoning Ordinance (“County Ordinance”), which contains zoning regulations, subdivision regulations, and shoreland regulations. The County also administers the state regulations related to individual subsurface sewage treatment systems (“ISTS”) or subsurface sewage treatment systems (“SSTS”). Those ordinances and the regulations contained within them continue to apply within the Township and, unless expressly provided otherwise, this Ordinance shall not be construed as adopting any portion of those regulations. Becker County remains responsible for administering and enforcing its regulations and the Township shall only be responsible for administering and enforcing the provisions of this Ordinance and, to the extent applicable, those portions of the Becker County Zoning Ordinance expressly incorporated into and made part of this Ordinance.

- (a) Shorelands. Those portions of the Township designated as shoreland areas by the County shall be treated as overlay districts for the purposes of this Ordinance and the land within them shall be subject to the regulations of both this Ordinance and of the applicable County shoreland and floodplain ordinances.
 - (b) Subdivisions. Those proposing to subdivide property within the Township shall be subject to the County's subdivision regulations. However, pursuant to Minnesota Statutes, section 505.09, subdivision 1a, the County may not approve the platting of any land within the Township unless the Town Board first approves the plat and the laying of streets and other public ways shown on it. The Town Board may require, as a condition of any such approval, that the owner or developer enter into a development agreement with the Town Board regarding the proposed plat to address such issues as the Town Board may determine are needed in order to ensure the proper construction of any public improvements and to protect the public health, safety, and welfare.
 - (c) ISTS/SSTS. The County administers and enforces the Minnesota Rules, Chapters 7080-7083 regulations on ISTS/SSTS in the Township.
- 1.4. Adoption by Reference. The portion of the County Comprehensive Plan applicable to the Township is hereby adopted by reference and shall serve as the Township's comprehensive plan. Those sections of the County Ordinance that are expressly adopted by reference, and those related portions of the County Ordinance necessary to give effect to those sections, are incorporated in and made part of this Ordinance. The portions of the County Comprehensive Plan and County Ordinance adopted by reference includes subsequent amendments made to those provisions by the County.
- 1.5. Compliance. No structure or building in the Township shall be erected, moved, or altered unless in conformity with the regulations contained in this Ordinance. No land, structure, or building shall be used or occupied in the Township for any purpose or in any manner that is not in conformity with all the regulations contained in this Ordinance.
- 1.6. Interpretation. In interpreting and applying the provisions of this Ordinance, they should be held to be the minimum requirements for the promotion of the public health, safety, comfort, convenience, and general welfare. Where the provisions of this Ordinance impose greater restrictions than those of any statute, other ordinance, or regulation, the provisions of this Ordinance shall be controlling. The regulations contained herein shall be interpreted and applied such that they remain at least as strict as the same or similar regulations imposed by the County in the County Ordinance.
- 1.7. Definitions. Except as provided in this Section, the terms used in this Ordinance shall have the meaning given them in Chapter 10, Section 2 of the County Ordinance, which is incorporated herein by reference. If a term used in this Ordinance is not defined herein or in the County Ordinance, it shall have the meaning given it in the most applicable Minnesota Statute or Rule.

- (a) Accessory Solar Electric System. “Accessory solar electric system” means a solar electric system established for the primary purpose of meeting all or part of the electric energy needs of a building or use located on the same site. A clear majority of the energy generated by the system must be used on site for a system to constitute an accessory solar electric system.
- (b) Accessory Wind Energy System. “Accessory wind energy system” means any combination of wind energy systems on a site with a combined nameplate capacity of less than 100 kilowatts.
- (c) Animal Feedlot. “Animal feedlot” means a lot or building or combination of lots and buildings intended for the confined feeding, breeding, raising, or holding of animals and specifically designed as a confinement area in which manure may accumulate or where the concentration of animals is such that a vegetative cover cannot be maintained within the enclosure. Open lots used for the feeding and rearing of poultry (poultry ranges) shall be considered to be animal feedlots. Pastures shall not be considered animal feedlots.
- (d) Animal Unit. “Animal unit” means a unit of measure used to compare differences in the production of animal manures that employs, as a standard, the amount of manure produced on a regular basis by a slaughter steer or heifer. For purposes of this Ordinance, the following equivalents shall apply, along with the calculation for number of animals, which may be referred to in this Ordinance by animal units.

<u>Animal</u>	<u>AU Per Animal</u>	<u>50 AU Equals</u>	<u>2000 AU equals</u>
One mature dairy cow	1.4	38 animals	1,454 animals
One slaughter steer or heifer	1.0	50 animals	2,000 animals
One horse	1.0	50 animals	2,000 animals
One swine over 55 pounds	.4	125 animals	5,000 animals
One duck	.2	250 animals	10,000 animals
One sheep	.1	500 animals	20,000 animals
One swine under 55 pounds	.05	1,000 animals	20,000 animals
One turkey	.018	2,778 animals	111,111 animals
One chicken	.01	5,000 animals	200,000 animals

- (e) Board of Appeals and Adjustments. “Board of Appeals and Adjustments” means the Spring Creek Township Board of Appeals and Adjustments, which is the board empowered by statute and this Ordinance to hear and act on variance requests and appeals of administrative decisions. The Town Board serves as the Board of Appeals and Adjustments.
- (f) County Comprehensive Plan. “County Comprehensive Plan” means the most current version of the Comprehensive Plan for Becker County, Minnesota.

- (g) County Ordinance. “County Ordinance” means the most current enactment of the Becker County Zoning Ordinance adopted by Becker County, Minnesota.
- (h) Essential Services. “Essential services” means transmission services, utility services, pipelines, gas regular stations, electrical substations, or similar utility-service and delivery structures.
- (i) Home Occupation, Class A. “Home Occupation, Class A” means a business activity carried out on a residential property that: (1) only employs persons residing within the home; (2) does not require additional employees, separate employee or customer parking; (3) does not utilize an accessory building; and (4) does not generate a noticeable increase in traffic. Examples of Class A Home Occupations include, but are not limited to, architects, artists, clergymen, clothing alterations, domestic crafts making, and similar uses. Class A home occupations are permitted uses in the Agricultural District, and do not require a permit under this Ordinance.
- (j) Home Occupation, Class B. “Home Occupation, Class B” means a business activity carried out on a residential property that involves one or more of the following elements that distinguishes it as being a more intensive use than a Class A Home Occupation: (1) has the potential for generating a noticeable increase in traffic; (2) requires additional parking; (3) involves employees not residing in the home; (4) or utilizes an accessory building. Examples of Class B Home Occupations include, but are not limited to, barber shops, beauty salons, child-care service, repair shops, light manufacturing, clothing shops, bed-and-breakfast inns, museums, animal hospitals, kennels, dog-care centers, schools, and similar uses conducted within a dwelling or accessory structure. Class B Home Occupations are classified as an interim use in the Agricultural District, and shall require an interim use permit from the Township.
- (k) Interim Use. “Interim Use” means a temporary use of land that is identified in this Ordinance as being allowed as an interim use within a particular zoning district and which may only occur upon the issuance of an interim use permit and compliance with all applicable conditions and standards.
- (l) Planning Commission. “Planning Commission” means the Spring Creek Township Planning Commission established by the Town Board by ordinance. The Planning Commission is an advisory commission established to assist the Town Board with zoning by carrying out the duties as prescribed by law, this Ordinance, and the ordinance adopted to establish the Planning Commission.
- (m) Town Board. “Town Board” means the Board of Supervisors for Spring Creek Township, Becker County, Minnesota.
- (n) Township. “Township” means Spring Creek Township, Becker County, Minnesota.

- (o) Wind Energy System. “Wind energy system” means any device such as a wind charger, windmill, or wind turbine, and associated facilities, that converts wind energy to electrical energy. The total nameplate capacity of all such systems on the same parcel of property shall be added together to determine whether they are allowed as an accessory wind energy system under this Ordinance.
 - (p) Zoning Administrator. “Zoning Administrator” means the person appointed by the Town Board to administer and enforce this Ordinance. If no specific individual is appointed as Zoning Administrator, the Town Board carries out the duties of the position and may divide such duties among its members.
 - (q) Zoning Map. “Zoning Map” means the Spring Creek Township Zoning Map adopted by the Town Board and which shows the boundaries of the zoning districts established by this Ordinance.
- 1.8. **Severability**. It is hereby declared to be the intention of the Town Board that the several provisions of this Ordinance are separable. If any part of this Ordinance is held by a court of competent jurisdiction to be unconstitutional, unenforceable, or otherwise invalid, the remainder of this Ordinance shall be deemed and held to be valid and remain in effect as if such portion had not been included herein. If this Ordinance, or any provision herein, is held to be inapplicable to a particular person, property, use, structure, building, or work, such holding shall not affect the applicability of this Ordinance to any other person, property, use, structure, building, or work.
- 1.9. **Repealer and Effective Date**. This Ordinance supersedes and replaces any zoning regulations previously adopted by the Town Board and all such ordinances are hereby repealed. This Ordinance shall take effect and be in full force on the first day of publication after its passage.

ARTICLE II ZONING DISTRICTS AND ALLOWED USES

- 2.1. **Zoning District**. All land within the Township shall be considered to be within a single primary zoning district called the Agricultural District, which is hereby established. The Township also hereby establishes an overlay district called the Shoreland Overlay District, which includes any portion of land located within a shoreland area as designated by the County Ordinance.
- 2.2. **Agricultural District**. The purpose of the Agricultural District is to allow for a “rural life-style” in an agricultural setting by permitting agricultural uses and low-intensity uses that are compatible with agricultural uses.
- (a) **Permitted Uses**. The following uses are permitted within the Agricultural District upon the issuance of a zoning permit by the Township (if required):

- (1) Single family dwellings;
 - (2) Agricultural uses;
 - (3) Farm buildings;
 - (4) Class A home occupations;
 - (5) Greenhouse or nursery;
 - (6) Public uses;
 - (7) Forestry;
 - (8) Wildlife areas, forest preserves, public parks owned or operated by a government agency or nonprofit organization, and other Agricultural uses;
 - (9) Temporary or seasonal roadside stands for sale of agricultural products;
 - (10) Mining operations; and
 - (11) Animal feedlots containing up to 300 animal units.
- (b) Conditional Uses. The following uses are allowed within the Agricultural District upon the issuance of a conditional use permit by the Township:
- (1) Two-family and multi-family dwellings.
 - (2) Religious institutions.
 - (3) Public buildings.
 - (4) Communication towers.
 - (5) Commercial uses.
 - (6) Industrial uses.
 - (7) Essential services.
 - (8) Animal feedlots containing 301 to [REDACTED] animal units.
- (c) Interim Uses. The following uses are allowed within the Agricultural District upon issuance of an interim use permit by the Township:
- (1) Commercial mining.
 - (2) Class B home occupations.
 - (3) Organized group camps.
 - (4) Shooting preserves.
- (d) Accessory Structures and Uses. The following are permitted accessory structures and uses within the Agricultural District upon issuance of a zoning permit by the Township (if required):
- (1) Any structure or use which is incidental to the permitted principal use of the property, including garages and sheds;
 - (2) Recreational facilities which serve the residents of the principal use on the same property;
 - (3) Operation and storage of vehicles, equipment, and machinery which is incidental to the permitted principal use on the property;
 - (4) Accessory solar electric systems; and
 - (5) Accessory wind energy system.

- 2.3. **Shoreland Overlay District.** Shoreland areas shall be those designated by the County Ordinance. Land within the shoreland areas designated by the County are subject to both the shoreland regulations contained within the County Ordinance and the underlying regulations contained in this Ordinance. The County shall be responsible for administering and enforcing its shoreland regulations and the Town shall be responsible for administering and enforcing its underlying regulations within shoreland areas.
- 2.4. **Prohibited Uses.** All uses not specifically listed as being an allowed permitted, conditional, interim, or accessory use within a district, or which are found by the Town Board to be substantially similar to an allowed use, are prohibited in that district. No use shall be considered substantially similar to an approved use unless the owner proposing the use applies to the Town Board for a determination under this Section.
- (a) **Substantially Similar Determination.** The owner proposing a use believing it is substantially similar to an allowed use within the district shall submit an application to the Township which fully explains the proposed use and how it is similar to a use allowed under this Ordinance. The Town Board shall determine whether the use is substantially similar and, if so, whether the use shall be deemed a permitted, interim, conditional, or accessory use for the purpose of this Ordinance. If a use is allowed as being substantially similar to a listed use, the owner must apply for any required permits or permissions consistent with the Town Board's classification of the use. If a use is found to not be substantially similar, the owner may submit an application as provided herein to seek an amendment to the text of this Ordinance to expressly allow the use.

ARTICLE III GENERAL STANDARDS

- 3.1. **Lot Requirements.** No dwelling shall hereafter be erected or placed on a lot unless the lot conforms with the following:
- (a) **Agricultural District.**
- (1) **Minimum Lot Area.** The lot must contain not less than 10 acres.
- (2) **Minimum Lot Width.** The lot must have a width of not less than 330 feet at the building line.
- (b) **Lot Area Minimums.** For the purposes of determining compliance with the minimum lot area required by this Ordinance to erect or place a dwelling on a lot, the acreage shall include those portions of the lot covered by road, driveway, drainage, or utility easements. Furthermore, the Zoning Administrator has the discretion and is authorized, though not required, to grant as part of the zoning permit process for a dwelling an administrative waiver to the minimum lot area

requirement if the lot otherwise fully complies with this Ordinance and does not vary by more than 5% from the minimum acreage requirement. For example, an administrative waiver may be granted for a lot that contains at least 9.8 acres in areas requiring a minimum lot area of 10 acres. The purpose of the administrative waiver is to recognize and allow for minor errors, corrections, or other deviations in lot sizes that can occur through no fault of the owner and which may result in a lot containing slightly less acreage than required by this Ordinance. This process is not intended, and shall not be relied on by owners, to intentionally divide their property into lots that contain less than the required area in order to take advantage of the potential grant of a waiver.

- 3.2. **Setbacks.** Structures erected or placed after the effective date of this Ordinance shall comply with the following setbacks:

(a) **Agricultural District.**

- (1) **Public Road.** All structures shall be setback at least 150 feet from the centerline, or 50 feet from the nearest edge of the right-of-way, whichever is greater, of a public road.
- (2) **Side and Rear Yard.** All structures shall be setback from the side and rear yards at least 50 feet.

- 3.3. **Zoning Map.** The locations and boundaries of the primary zoning district established by this Ordinance are hereby set forth on the zoning map entitled “Zoning Map,” which is hereby adopted and incorporated herein by reference. The Zoning Administrator shall maintain a copy of the Zoning Map on file for the Town. The Zoning Map and all of the notations, references and other information shown thereon shall have the same force and effect as if fully set forth herein. The zoning district shall apply as designated on the Zoning Map or as defined within this Ordinance. All land under the jurisdiction of this Ordinance shall be designated as lying within one, and only one, primary zoning district. Areas designated as being within a shoreland or floodplain by the County ordinance shall be considered overlay districts and the regulations imposed on such areas by the County and other applicable law shall apply in addition to the regulations contained herein for the primary zoning district in which the land is located.

- 3.4. **Dwelling Standards.** No dwelling shall hereafter be erected, placed, or used within the Township except in conformance with the following:

- (a) **Dwelling Size.** All dwellings shall have a minimum ground floor area of at least 500 square feet. Additions to manufactured homes shall not be considered in determining area requirements.
- (b) **Foundation Requirements.** All dwellings, including manufactured homes, must be placed on frost-free footings, foundations, or pillars. A manufactured home

may be placed on a concrete slab if it contains at least six inches of reinforced concrete, a vapor barrier is used, and the home is secured to the slab.

- (c) Manufactured Homes. Manufactured homes that do not comply with the standards contained and referenced in Minnesota Statutes, sections 327.31 to 327.35 are deemed a public nuisance and shall not be permitted to be moved into the Township.
- (d) Temporary Additional Dwelling. No more than one dwelling may be located on a lot except upon issuance by the Town Board of an interim use permit for a temporary dwelling needed during the construction of a permanent dwelling, for farm workers, or for such other purposes the Town Board determines are consistent with this Ordinance. Any such permit shall specifically indicate the date or event by which the temporary additional dwelling shall be removed from the lot.

ARTICLE IV PERFORMANCE STANDARDS

4.1. **Home Occupations.** All home occupations established on or after the effective date of this Ordinance shall comply with the requirements of this Section.

- (a) Purpose. It is the purpose of this Section to provide for the use of the home as a place for the operation of a business or profession either as an interim use or a permitted use, provided the occupation is clearly secondary to the principal use of the home as a residence.
- (b) Classifications. There are two classifications of home occupations in the Township, Class A and Class B. Class A Home Occupations are permitted uses within the Township and may be carried on without a permit provided the use complies with the standards in this Section and otherwise complies with the requirements of this Ordinance. Class B Home Occupations are more likely to create negative impacts on the public and surrounding owners are so may only occur upon issuance of an interim use permit from the Township.
- (c) Performance Standards. All home occupations shall conform to the following standards:
 - (1) Conducting the home occupation shall not require alterations to the interior or exterior of the residence which substantially alters the appearance of the dwelling as a residence. However, the entrance to the space devoted to a home occupation may be within the dwelling.

- (2) One single or double-faced unlit sign with a maximum surface area 32 square feet per side may be permitted. A lighted sign or a sign greater than 32 square feet shall require an interim use permit.

4.2. **Mining.** Mining is a possible use within the Township and one the Township intends to allow to continue with the imposition of modest regulations intended to protect adjacent properties from the more intrusive aspect of mining associated with crushing activities.

- (a) **Mining Operations.** Mining operations are allowed as a permitted use within the Agricultural District. The use of a crusher for any period of time as part of a mining operation is allowed within the Agricultural District only upon receipt of an interim use permit from the Township allowing the mining operation to be converted to a commercial mining operation as provide herein.
- (b) **Commercial Mining Operations.** Commercial mining operations are allowed within the Agricultural District upon the issuance of an interim use permit from the Township and compliance with the regulations contained in this Ordinance and all applicable federal, state, and local laws, rules, regulations, and ordinances. A commercial mining operation in existence prior to the effective date of this Ordinance shall be allowed to continue operating provided it does not move or expand into another parcel of land without first obtaining an interim use permit from the Township and complying with this Section.
- (c) **Permit Requirements.** An application for an interim use permit to engage in commercial mining shall include the following information in addition to the application information required for all interim use permits:
 - (1) The legal description of the land to be mined.
 - (2) Anticipated location of mining activities on the property and the proposed location of the crusher.
 - (3) The property owner's name.
 - (4) The period of time (days, weeks, months) during which the owner anticipates the crusher will be in operation, and the days of the week and hours within each day the owner anticipates the crusher will be in operation over that period.
 - (5) Description of any other processing equipment the owner anticipates being used as part of the operation.
 - (6) Such other information as the Township may reasonably determine is necessary to properly understand and evaluate the proposed commercial mining operation.

Complete interim use permit applications will be processed as provided in this Ordinance.

- (d) **Setbacks.** No crusher may be located within 100 feet of a structure, 150 feet from the centerline of a public road, or 50 feet of a property line.

- (e) Changes in Operation. Any proposed change or expansion of the commercial mining operation from the description provided at the time of applying for an interim use permit shall require a new or amended interim use permit, unless the change is to eliminate the use and presence of a crusher on the property. A crusher may be removed and brought back onto the property of a permitted commercial mining operation during the period of the interim use permit unless the permit indicates otherwise.

4.3. **Feedlots.** Feedlots are an allowed use within the Township subject to certain regulations and standards. Feedlots containing, or designed to contain, up to 300 animal units are allowed as a permitted use within the Township, subject to the standards established in this Section. No feedlot containing, or designed to contain, more than 300 animal units may be established or expanded without first obtaining a conditional use permit from the Township, complying with the conditions imposed on the permit, and complying with the standards contained in this Section. In order to address the potential negative impacts associated with feedlots, and to protect neighboring owners and the public, the following standards shall apply to new feedlots. A feedlot existing as of the date of adoption of this Ordinance that does not comply with the setbacks imposed by this Section may continue to operate provided the number of animal units within the feedlot is not increased.

- (a) Setbacks. All new feedlots containing 50 animal units or more shall comply with the following setback distances:

Item	Animal Units	Setback Distance
Existing Dwellings*	50 – 300	One mile
	301 – [REDACTED]	Two miles
Adjoining Property Line	50 – 300	200 feet
	301 – [REDACTED]	500 feet
Another Feedlot	50 – 300	One mile
	301 – [REDACTED]	Two miles
Township Road (from centerline)	50 – 300	200 feet
	301 – [REDACTED]	500 feet

* Excludes dwelling of the feedlot operator.

- (b) Expansions. An existing feedlot shall not expand so as to violate the setback distances. For example, a 250 animal feedlot shall not expand to 350 animal units unless it complies with the setback distances applicable to feedlots containing more than 300 animal units.
- (c) Cap on Animal Units. No feedlot shall contain more than [REDACTED] animal units.

4.4. **Accessory Solar Electric System.** An accessory solar electric system, to the extent allowed by the County Ordinance and this Ordinance, shall comply with the standards set out in this section.

(a) If the system is placed on the ground:

- (1) No portion of the system shall exceed 15 feet in height;
- (2) No portion of the system shall be located within any setback areas;
- (3) All electric power lines associated with the system shall be buried underground;
- (4) The total area covered by the accessory electric system shall not exceed one-thousand (1,000) square feet unless the Town Board approves a larger coverage area; and
- (5) Vegetation under and immediately around the accessory electric system shall be cut as needed so as not to exceed eight (8) inches and all noxious weeds eliminated.

(b) A system shall only be allowed on a parcel of land that contains a principal building associated with the principal use of the land.

(c) No accessory solar energy electric systems shall create or cause unreasonable glare on other property or public roadways. Unreasonable glare shall mean a degree of glare that creates a nuisance for other property owners or that creates a public safety hazard for those traveling on public roadways as determined by the Town Board or the appropriate roadway authority.

(d) All equipment used for the accessory solar electric system shall be certified by either the Underwriters Laboratories (UL) or Canadian Electrical Code (CSA 22.1), or the Solar Rating and Certification Corporation (SRCC) for thermal systems.

(e) All accessory solar electric systems unused, abandoned, or inoperable for more than 12 months shall be removed by the owner of the system or the property owner.

4.5. **Accessory Wind Energy System.** An accessory wind energy system, to the extent allowed by the County Ordinance and this Ordinance, shall comply with the standards set out in this section.

(a) The system, including the turbine, foundation, and tower, shall be designed by an engineer in accordance with accepted professional standards for such structures given the local soil and climate conditions.

- (b) The system shall not extend higher than 150 feet as measured from the ground to the highest point of the tower, rotor, or blade.
 - (c) The system shall be set back at least 750 feet from any existing residential structures other than a residence occupied by the applicant. The system shall be set back a minimum distance equal to the highest point of the system plus ten feet from all property lines, public rights-of-way, and existing structures. No system shall be located in an area so that its placement diminishes the public enjoyment of scenic highways, scenic overlooks, public parks, and other areas.
 - (d) No blade shall extend closer than 30 feet to the ground.
 - (e) The system's towers, blades, and turbines shall be non-reflective and be designed to blend in with the skyline and natural setting to the greatest extent reasonably possible.
 - (f) The system shall not be lighted except for security purposes and in accordance with Federal Aviation Administration requirements.
 - (g) Signage shall be limited to identification and public safety information. At least one identification sign with emergency contact information shall be placed onsite.
 - (h) The system shall comply with the noise standards established in Minnesota Rules, part 7030.0040 and no system shall be allowed to operate if it will immediately cause a violation of the noise standards.
 - (i) The system shall be designed to prevent any stray voltage from affecting adjacent properties or causing interference with the operation of electrical appliances or electronic equipment on adjacent properties. In the event such disturbances occur or are alleged to occur, such disturbances shall be mitigated to the satisfaction of the Town Board.
 - (j) The system shall be designed, constructed, operated, and maintained in a manner consistent with all applicable federal, state, and local laws, rules, standards, codes, and ordinances.
 - (k) A system that has not operated for a period of 12 months shall be considered abandoned and shall be removed.
- 4.6. Road Impacts. To protect the investment the taxpayers have made in the Township's infrastructure, the Town Board may, as part of considering a proposed use that may negatively impact a Township road, require as a condition of approval require the applicant to enter into a road use agreement with the Township. The agreement may designate haul routes, identify any improvements needed to the road to accommodate the proposed use, require the applicant to reimburse the Township for some or all of the costs of any needed improvements or additional maintenance, and address such other issues as may be appropriate to mitigate the anticipated impacts from the use. Nothing in this

Section limits the Town Board's discretion to deny a proposed use if it determines the anticipated negative impacts the use would have on neighboring owners or public infrastructure cannot reasonably be mitigated.

ARTICLE V ORDINANCE ADMINISTRATION

5.1. **Administration.** This Ordinance shall be administered as follows:

- (a) **Zoning Administrator.** If the Town Board has not appointed a person to serve as the Zoning Administrator, or in the case of a vacancy in the position, the Town Board shall undertake the duties of the position and may assign those duties among its members. The Zoning Administrator shall be the primary contact on matters regulated within this Ordinance. The Zoning Administrator is responsible for and is authorized to receive and review applications, determine whether applications are complete, identify what additional information is needed to make an application complete, assist with public hearings, issue permits, conduct inspections, maintain records related to the administration and enforcement of this Ordinance, issue written notifications of violations, issue stop work and corrective orders, and review all matters pertaining to the administration and enforcement of the regulations within this Ordinance.
- (b) **Planning Commission.** The Town Board has, by separate ordinance established the Spring Creek Township Planning Commission, which is reaffirmed by this Ordinance. The Planning Commission is advisory to the Town Board, its members are appointed by the Town Board, and the members serve at the Town Board's pleasure. The Planning Commission shall perform those duties assigned to it by law, the establishing ordinance, this Ordinance, and as may otherwise be assigned by the Town Board.
- (c) **Board of Appeals and Adjustments.** The Town Board shall serve as the Spring Creek Township Board of Appeals and Adjustments. It shall be the duty of the Board of Appeals and Adjustments to, in accordance with the provisions of this Ordinance, hear and act on requests from variances from the literal provisions of this Ordinance and to hear and decide appeals where it is alleged there was an error in any order, requirement, decision, or determination made by the Zoning Administrator in the enforcement of this Ordinance. The decisions of the Town Board and the Board of Appeals and Adjustments are final and are not appealable to the Board of Appeals and Adjustments.

ARTICLE VI ZONING REQUESTS, PROCEDURES, AND FEES

6.1. **Zoning Permit.** From and after the effective date of this Ordinance, it shall be unlawful to proceed with the construction, placement, or enlargement of the exterior dimension of any building or structure without first obtaining a zoning permit from the Township. The

construction, placement or expansion of an accessory structure containing a total area of not more than 500 square feet (after any expansions) shall not require a zoning permit.

- (a) Application. Applications for a zoning permit shall be filed with the Zoning Administrator on the Township's official application form. Each application for a permit shall be accompanied by a site drawing showing the dimensions of the lot to be built upon, size and location of all principal and accessory structures and parking areas, and such additional information as the Zoning Administrator may deem necessary for the proper review and enforcement of this Ordinance, and any other applicable requirements.
- (b) Issuance of Permit. The Zoning Administrator is authorized to issue a zoning permit upon receipt of a complete application and plan, submission of the applicable fees, and a determination that the planned structure complies with this Ordinance. Issuance of a zoning permit does not relieve the applicant from having to obtain such other permits and permissions as may be required, and does not guarantee the safety or adequacy of the building or structure for any particular purpose. Furthermore, the Applicant, not the Township, is responsible for locating property lines to ensure compliance with applicable setbacks.

6.2. **Interim Use and Conditional Use Procedure.** As of the effective date of this Ordinance, no use classified by this Ordinance as an interim use or a conditional use shall be initiated or expanded except upon issuance of an interim or conditional use permit from the Town Board pursuant to this Section.

- (a) Application. An application for an interim use or conditions use permit (hereinafter referred to in this Section as "Permit") shall be on the Township's application form and must contain all of the information required by this Section.
 - (1) Required Information.
 - (i) The name and mailing address of all property owners of record, according to the county assessment records, within one-quarter mile of the property to which the application relates.
 - (ii) The name of the applicant and of all owners of the property to which the application relates.
 - (iii) A description of the proposed use including, to the extent applicable, hours of operation, parking, anticipated traffic and routes, lighting plans, identification and explanation of any potential sources of significant noise, dust, vibration, or other impacts reasonably anticipated to be generated by the proposed use which could affect surrounding properties.
- (b) Procedure. Requests for a Permit shall comply with this Section.

- (1) Zoning Administrator. An application for a Permit must be submitted to the Zoning Administrator. The Zoning Administrator shall review the application to determine if it contains all the required information and is otherwise complete. If an application is not complete, the Zoning Administrator shall provide the applicant written notice of what information is needed in order to make the application complete within 15 business days of the Township's receipt of the application. The Zoning Administrator shall forward complete Permit applications to the Planning Commission.
- (2) Planning Commission. The Planning Commission shall conduct a public hearing on the proposed Permit. At least ten days before the date of the hearing notice shall be published in the Township's official newspaper and mailed to all property owners of record, according to the county assessment records, within one quarter mile of the property to which the application relates. The Planning Commission shall conduct the hearing and develop a recommendation to the Town Board regarding the proposed Permit. The recommendation shall include any conditions the Planning Commission determines are appropriate to address anticipated impacts of the proposed use in order to protect the public health, safety, and welfare. The Planning Commission shall forward its recommendation, together with its supporting findings, to the Town Board.
 - (i) Conditional Use Permit Criteria. When considering an application for a conditional use permit, the following criteria shall be considered to the extent they are applicable to the particular request.
 1. Whether the use conforms to the Comprehensive Plan;
 2. Whether the use is consistent with other allowed uses in the area and is compatible with the neighborhood;
 3. Whether the use will unreasonably interfere with or devalue surrounding properties;
 4. Whether the use will create an excessive burden on roads or other public infrastructure, or create an unreasonable cost to the public;
 5. Whether the use will have sufficient available parking; and
 6. Whether the use will cause traffic hazards or congestion.
 - (ii) Interim Use Permit Criteria. When considering an application for an interim use permit, the criteria to be considered for a conditional use permit shall be considered, to the extent applicable, together with the following:
 1. Whether the date or event that will terminate the use can be identified with certainty; and

2. Whether allowing the use will impose additional costs on the public if it is necessary for the public to take the property in the future;
 - (3) Town Board. The Town Board shall consider the Planning Commission's recommendation and make a final decision regarding the proposed Permit. The Town may impose such reasonable conditions as it determines are necessary on the Permits it issues, including a requirement to provide and maintain with the Township a performance bond or other financial security. Interim use permits shall indicate the date or event on which they shall terminate. Conditional use permits issued by the Township shall be recorded in the office of the County Recorder.
 - (c) Expiration and Revocation. A Permit shall expire and become void if the use it allows is not substantially started within 12 months from its date of issuance. A substantial start means more than preliminary steps have been taken such that preparations to initiate the use are mostly complete. An interim use permit shall expire as of the date or event identified in the permit, but an owner may apply for a new interim use permit and may continue the use provided the new interim use permit is approved and issued prior to the expiration of the existing permit. The Town Board may revoke a Permit if it determines, after notice to the owner and conducting a public hearing, that any of the conditions imposed on the Permit have been violated.
- 6.3. **Variances**. Requests for a variance from the strict application of the requirements, of this Ordinance shall comply with this Section.
- (a) Procedure. A request for a variance must be made on the Township's application form and must be submitted to the Zoning Administrator. If the application is complete and the applicable fees paid, the Zoning Administrator shall forward the application to the Board of Appeals and Adjustments. The Board of Appeals and Adjustments shall, after providing at least ten days' published notice and mailed notice to the contiguous property owners, hold a public hearing on the proposed variance and determine whether to issue a variance. The Board of Appeals and Adjustments may impose conditions on the variances it issues.
 - (b) Limitations. The Board of Appeals and Adjustments may issue a variance only if it determines all of the following circumstances exist with respect to the particular request:
 - (1) The strict enforcement of this Ordinance would cause practical difficulties because of circumstances unique to the individual property under consideration. The applicant is responsible for demonstrating that sufficient practical difficulties exist in the particular case to justify the granting of the requested variance. "Practical difficulties" as used in connection with the granting of a variance means the property owner

proposes to use the property in a reasonable manner not permitted by the official controls, the plight of the landowner is due to circumstances unique to the property not created by the landowner, the variance is in harmony with the general purposes and intent of the Ordinance, the variance is consistent with the comprehensive plan, and the variance, if granted, will not alter the essential character of the Township. Economic considerations alone shall not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems. Variances shall be granted for earth sheltered construction when in harmony with this Ordinance;

- (2) Exceptional or extraordinary circumstances apply to the property which do not apply generally to other properties in the same zone or vicinity, and result from lot size or shape, topography or other circumstances over which the owners of the property have had no control;
- (3) Literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Ordinance;
- (4) The special conditions or circumstances do not result from the actions of the applicant;
- (5) Granting the variance requested will not confer on the applicant any special privilege that is denied by this Ordinance to others of other lands, structures or buildings in the same district; and
- (6) The variance shall not allow any use that is not permitted under the Ordinance for a property in the zoning district where the affected applicant's land is located.

6.4. **Amendments.** An amendment to the text of this Ordinance may only occur as provided in this Section.

- (a) **Who May Initiate.** An amendment to this Ordinance may be initiated by the Town Board, the Planning Commission or by application of an affected property owner. Any amendment not initiated by the Planning Commission shall be referred to the Planning Commission for review and may not be acted upon by the Town Board until it has received the Planning Commission's recommendations, or until at least 60 days after the proposed amendment was submitted to the Planning Commission.
- (b) **Public Hearing and Recommendation.** The Planning Commission shall hold a public hearing on all proposed amendments. The hearing shall be preceded by at least 10 days published notice. The Planning Commission shall forward its

recommendations regarding a proposed amendment to the Town Board for final action.

- (c) Final Decision. The Town Board shall take action on the proposed amendment at a Town Board meeting. If the amendment was initiated by application of a property owner, the Town shall inform the property owner of the Town Board's decision.
- (d) Limit on Similar Applications. No application of a property owner for an amendment to the text of the Ordinance or the Zoning Map shall be considered by the Planning Commission within the one-year period following a denial of such request, except that the Planning Commission may permit a new application if, in the opinion of the Planning Commission, there is new evidence or a change of circumstances that warrants additional consideration.

(e)

6.5. **Appeals.**

- (a) Administrative Decisions. An appeal may be taken by a person aggrieved from an alleged error in any order, requirement, decision or determination made by a Town administrative officer in the enforcement of this Ordinance. An appeal must be initiated by filing a petition with the Town Clerk within 14 days from the date of the order, requirement, decision, or determination being appealed. The Town Clerk shall refer all properly brought appeal petitions to the Planning Commission, which shall hold a public hearing and provide a recommendation to the Board of Appeals and Adjustments. The Board of Appeals and Adjustments, following receipt of the recommendation of the Planning Commission, shall make a final determination regarding the appeal. The Board of Appeals and Adjustments shall prepare a written record of its decision and it shall inform the petitioner of the decision. The decision of the Board of Appeals and Adjustments shall be a final order regarding the matter appealed.
- (b) Final Decisions. Appeals from a final decision of the Town Board or the Board of Appeals and Adjustments are to be made to the district court in accordance Minnesota Statutes, section 462.361. No such appeal shall be permitted unless it is served on the Township within 20 days of the date of the order or decision being appealed and is filed with the court within 30 days of the date of such order or decision.

6.6. **Applications.**

- (a) Form. All applications must be on forms approved by the Town Board. Any requests not submitted on an approved Township form shall not be considered an application for the purposes of this Ordinance or Minnesota Statutes, section 15.99 and shall be rejected.

- (b) Submission. An application shall be immediately rejected if it is not accompanied by the required application fee. If an escrow is required, the applicant shall submit the required amount for escrow with the Township within 15 days of the submission of the application or the application shall be deemed incomplete and will not be processed.

6.7. **Fees.**

- (a) Application Fee. Applicants shall be required to pay an application fee when submitting an application under this Ordinance. Application fees shall be in the amount determined by the Town Board and are intended to defray the administrative costs of processing requests.
- (b) Escrow. In order to defray the additional costs the Township may incur to process a request made under this Ordinance, applicants may also be required to reimburse the Township for all consulting costs it incurs related to the particular request. Consulting costs include, without limitation, all attorney, planner, and engineering fees incurred related to the request. All such costs constitute a service charge against the applicant and the owner of the property to which the request relates and may be certified to the County for collection with the taxes imposed on the property. An applicant may be required to escrow with the Township cash in the amount determined by the Zoning Administrator from which the Township will reimburse itself for the consulting costs it incurs. The applicant remains responsible for all such costs and shall promptly escrow additional funds if the Zoning Administrator determines the existing escrowed amount will not be sufficient to fully reimburse the Township for its costs. Failure to promptly provide additional funds or to otherwise fully reimburse the Township for its consulting cost shall constitute a sufficient basis on which to deny a request.
- (c) Reimbursement in Full Required. Application fees are not refundable. Upon the termination of the application, by an approval, denial, withdrawal, or any other means, all costs incurred by the Township shall be immediately payable by the applicant. Any escrow amounts deposited with the Township that are in excess of its costs shall be refunded to the applicant without interest. No permits shall be issued, no construction or development shall commence, and no use of the property shall be made until all fees and costs are paid in full. In the event that payment of costs is not made within a reasonable time after demand, the Town Board or Zoning Administrator may take such steps as are available to the Town under law to collect the unreimbursed amounts, including collection costs. The steps the Township may take to recover its costs include, but are not limited to, placing the amount on the person's property as a service charge pursuant to Minnesota Statutes, section 366.012, filing a lien upon the subject property or other property of the applicant pursuant to Minnesota Statutes, section 514.67, or taking such other action as may be deemed appropriate to obtain full reimbursement for the Township for all costs it incurs related to the application.

ARTICLE VII SUBSTANDARD LOTS AND NONCONFORMING USES

- 7.1. **Substandard Lots.** A lot of record established and recorded with the County Recorder prior to the effective date of this Ordinance that does not contain sufficient area to be buildable under this Ordinance shall be deemed buildable provided it contains at least one acre, the use is permitted in the applicable zoning district, the applicable setbacks of this Ordinance can be met, and the applicable ISTS/SSTS regulations can be satisfied. The owner of any lot which has a dwelling on it on the effective date of this Ordinance, which lot does not meet the minimum requirements of this Ordinance, will be entitled to rebuild the dwelling if it is destroyed. The new dwelling shall not exceed the size of the previous dwelling and shall meet the setback requirements in effect at the time of the new construction. The new dwelling must comply with all other codes and requirements in effect at the time of the new construction, including, but not limited to, ISTS regulations.
- 7.2. **Nonconforming Uses and Structures.** A use or structure lawfully established, built or placed prior to the effective date of this Ordinance that does not conform to its requirements shall be allowed to continue subject to the requirements of this section.
- (a) **Regulation of Nonconforming Uses and Structures.** A nonconforming use may not be expanded, enlarged, intensified, replaced, structurally changed or relocated except as needed to make it a conforming use under this Ordinance. Prohibited expansion, enlargement or extension shall include anything that increases the intensity of the use including, but not limited to, a change to a more intense nonconforming use, a physical expansion of the existing use that increases the height, volume or area dimensions of the nonconforming use, or an addition or expansion to an existing structure that creates, expands, or increases the nonconforming aspect, feature, or condition of the structure. Nothing in this Ordinance prohibits regular maintenance activities or making reasonable improvements to improve the safety or livability of an existing structure. Furthermore, an owner may be allowed to enlarge a nonconforming structure without obtaining a variance if the enlargement does not increase or intensify the aspect of the structure that makes it nonconforming. For example, an owner may be allowed to attach a deck to a home that is nonconforming because it is located within a setback area, if the deck is located entirely outside of the setback areas and otherwise complies with this Ordinance.
- (b) **Discontinuation of Nonconforming Uses and Structures.** A nonconforming use must be discontinued, and any future use of the land must comply with this Ordinance, if any of the following occurs: (1) the use is discontinued for more than one year; (2) the nonconforming structure is removed; or (3) the nonconforming structure is destroyed by no less than 50 percent of the structure's market value as indicated in the records of the County Assessor at the time of damage and no building permit has been applied for within 180 days of when the property was damaged. When a nonconforming structure in a shoreland area as

identified by the County with less than 50 percent of the required setback from the water is destroyed by fire or other peril to greater than 50 percent of its estimated market value, as indicated in the records of the County Assessor at the time of damage, the structure setback may be increased by the Township or County, if practical. In that event, conditions will be placed on the building permit in order to mitigate created impacts on adjacent properties and the water body.

ARTICLE VIII MISCELLANEOUS PROVISIONS

- 8.1. **Essential Services or Utilities.** In the instance of transmission service (e.g. utility services such as electrical power lines of voltage of 35 KV or greater, or bulk gas or fuel being transferred from station to station via pipeline and not intended for in-route consumption etc.) as well as gas regular stations, electrical substations, or similar essential service structures, complete plans shall be presented to the Town Board for review at least 180 days before construction shall commence. The Town Board shall, subject to limitations as set forth in the laws of Minnesota, require a conditional use permit for such essential service construction projects.
- (a) For the purpose of clarification, construction commences when the land survey starts on any project.
 - (b) Pipelines, if permitted, shall be placed at least five (5) feet below ground.
 - (c) Transportation, storage, or disposal of toxic or hazardous materials in Spring Creek Township shall require a conditional use permit.
- 8.2. **Building or Structure Setback Provision.**
- (a) The minimum setback distance between a building and the property line shall be ten (10) feet.
 - (b) Unless otherwise specified in this Ordinance, the minimum setback distance between a building or structure (including hay stacks and above ground feed storage) and the centerline of a public road shall be one hundred (100) feet.
- 8.3. **Excavation and Construction on Township Road Right-of-Way.**
- (a) No person, firm, or corporation shall engage in any ditching, drainage project, excavation, fill, or construction on Town road right-of-way without first securing a permit authorizing the project from the Town Board. No fee shall be charged for this permit.
 - (b) A permit issued under this section shall be in accordance with all applicable laws. Such permit shall also state that the named person, firm, or corporation who is the grantee of the permit shall assume total liability for the construction, operation, and maintenance. The permit holder or its assigns shall defend, indemnify, and hold harmless the Town Board and its agents, officers, and employees against any

and all actions, claims, or demands arising from or on account of the issuance of such permit.

- 8.4. **Wind Breaks.** In order to minimize snow drifting problems along Town roads, it shall be required that field windbreaks be set back a distance of at least one hundred (100) feet from the centerline of the road and building sites. For purposes of this section, a snow fence is not a field windbreak.
- 8.5. **Farming on Town Road Right-of-Way.** It shall be unlawful to engage in a farming practice other than hay-land farming within thirty-three (33) feet of the centerline of the Town road. This shall be construed to mean that cultivated row cropping, small grain cropping, pasturing, drainage of ditches, or rock piles are prohibited in Town road right-of-way.
- 8.6. **Operation of Pest Noise Control Devices.** Any device designed for the purpose of emitting and generating noise to frighten and deter birds and animals from entering upon private property shall remain inoperative and silent between the hours of 8:00 p.m. in the evening to 8:00 a.m. the following day.

ARTICLE IX VIOLATIONS AND ENFORCEMENT

9.1. **Violations and Enforcement.**

- (a) **Enforcement Actions.** Any person, firm, or corporation who violates any of the provisions of this Ordinance, or who fails, neglects, or refuses to comply with the provisions of this Ordinance (including violations of conditions imposed on variances or permits issued by the Township, or failure to comply with corrective orders), or who knowingly makes any false statement in any document required to be submitted under the provisions hereof, shall be guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine not to exceed \$1,000 or by imprisonment not to exceed 90 days or both. Each day that a violation continues shall constitute a separate offense. In the event of a violation or a threatened violation of this Ordinance, the Town Board, in addition to other remedies, may institute appropriate civil actions or proceedings to prevent, prosecute, restore, restrain, correct or abate such violations or threatened violations. In either case, the costs of prosecution may be added pursuant to Minnesota Statutes, section 366.01, subdivision 10.
- (b) **Zoning Administrator.** The Town Board and the Zoning Administrator are authorized to enforce this Ordinance, including issuing violation notices, cease and desist orders, stop work orders, and corrective orders, and is authorized to work with the Township Attorney as needed to undertake such other appropriate actions as may be necessary to enforce this Ordinance. The Township Attorney may also issue violation notices and corrective orders in the enforcement of this

Ordinance. The Town Board shall determine whether to file a civil and/or criminal action in a court of appropriate jurisdiction to enforce this Ordinance.

Adopted this ____ day of _____ 2023.

BY THE TOWN BOARD

Town Chairperson

Attest: _____
Town Clerk