



BECKER COUNTY BOARD OF COMMISSIONERS

Organizational & Regular Meeting

Date: Tuesday, January 2, 2024 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 509 865 565#

- 7:00 Quarterly Joint Governance Meeting - Hosted by City of Detroit Lakes: Detroit Lakes Police Department Meeting Room - 807 Summit Ave Detroit Lakes, MN
- 8:15 Call the Board Business Meeting to Order: County Administrator Pat Oman
1. Pledge of Allegiance
- 8:20 Election of Board Chair for 2024
1. Request for Nominations
 2. Vote Taken and New Chair Elected
- 8:25 New Board Chair Calls for Nominations for Vice-Chair 2024
1. Request for Nominations
 2. Vote Taken and New Vice-Chair Elected
- 8:30 2024 Committee Assignments
1. 2024 Committee Assignments 3
- 8:45 Break
- 8:55 Regular Business
1. Agenda Confirmation 5
 2. Minutes of December 19, 2023 7
- 9:00 Consent Agenda
1. Regular Claims, Auditor Warrants, and Claims over 90 Days
 2. Claims Human Services, Public Health, and Transit
- 9:05 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
 4. County Administrator Performance Review
- 9:25 County Administrator
1. Report
 2. CHIPS Contract 11
 3. Coroner Contract
 4. Becker County Groundwater Atlas - presented by Scott Pearson - MN DNR 26
 5. Classification and Compensation Study

Finance Committee

- 9:45 Auditor-Treasurer
1. License List 27
 2. Resolution 01-24-1A - Publication Bids 28
 3. Resolution 01-24-1B - Charitable Gambling for Blue Ribbon Charities at Roadhouse July 13, 2024 33
 4. Resolution 01-24-1D - Charitable Gambling for Blue Ribbon Charities at Roadhouse December 17, 2024 34
- 9:55 Probation
1. Resolution 01-24-1E - Consider Transition of Probation Employee from Becker County to State 35
- 10:00 EDA
1. Housing Management Contract 47
- 10:05 Veterans Services
1. Resolution 01-24-1F - Resolution to Accept Donation from Damien Society 48
- 10:10 Human Services
1. Human Services Fleet Request 49
- 10:15 Highway
1. Resolution 01-24-1C - Annual Advertising for Highway Construction Projects 52
 2. Resolution 01-24-1H - DNR Agreement-Heartland Trail 53
 3. Discussion - Heartland Trail Update/Easement Discussion 54
- 10:20 Sheriff
1. Resolution 01-24-1G - Approval - 2024 Supplemental Boating Safety Equipment Grant 88
- 10:25 Planning & Zoning
1. Planning Commission Recommendations 12/20/2023 89
 - a) St. Claire - Request a Conditional Use Permit for retail sales
 - b) Skalin - Request a Change of Zone from Agricultural to Residential
 - c) Hoban - Request a Change of Zone from Agricultural to Residential
 2. Comprehensive Plan Update
 - a) GIS Layer Investment 98

Adjourn

	A	B	C	D
1	COMMITTEE LIST FOR 2023: By Commissioner	Commissioner 2023	Commissioners 2024	MEETING TIMES
2	Association of MN Counties Indian Affairs Advisory Committee (AMC)	Okeson		On Call
3	AMC Environment & Natural Resources Policy Committee	Nelson		On Call
4	AMC General Government Policy Committee	Vareberg		On Call
5	AMC Health & Human Services Policy Committee	Jepson		On Call
6	AMC Public Safety Policy Committee	Meyer		On Call
7	AMC Transportation & Infrastructure Policy Committee	Okeson		On Call
8	Becker County Children's Initiative	Vareberg		Quarterly
9	Becker County Extension Service	Nelson/Jepson		Monthly
10	Becker County Fair Board	Vareberg/Meyer		Monthly
11	Becker County Soil & Water Conservation District	Nelson		Monthly
12	Courthouse Committee	Meyer/Nelson		Monthly
13	Detroit Lakes/Becker County Airport Committee	Okeson		Monthly
14	Development Achievement Center	Meyer		Monthly
15	Ditch Committee	Okeson		On Call
16	Economic Development/Housing Authority	Jepson/Vareberg		Monthly
17	Environmental Affairs Committee	Okeson/Vareberg		Monthly
18	Finance Committee - Chair	Nelson		Bi-Monthly
19	Finance Committee - Vice-Chair	Okeson		Bi-Monthly
20	Heartland Multi-Purpose Recreational Trail	Meyer/Okeson		On Call
21	Highway Committee	Okeson/Vareberg		Monthly
22	Becker County Historical Society	Meyer		Monthly
23	Human Services Committee	Jepson/Meyer		Monthly
24	Joint Powers Board of MN Counties	Nelson		Quarterly
25	Juvenile Detention Center (West Central Reg. Juv. Ctr. - WCRJC)	Jepson		Quarterly
26	Labor Negotiating Committee	Meyer/Okeson		On Call
27	Lake Agassiz Regional Library	Nelson		Every other Month
28	Lakeland Mental Health	Nelson		Monthly
29	Law Library Board of Trustees	Okeson		On Call
30	Mahube-OTWA	Jepson		Monthly
31	MCIT Board of Delegates	Meyer		On Call
32	Minnesota Rural Broadband Coalition	Okeson		On Call
33	Minnesota Rural Counties (MRC)	Nelson		On Call
34	Natural Resources Committee	Vareberg/Nelson		Monthly
35	Partnership4Health Board	Meyer/Vareberg		On Call
36	Planning & Zoning (Ex. Offico)	Jepson/Okeson		Monthly
37	Prairie Lakes Municipal Solid Waste Authority (PLMSWA)	Okeson/Vareberg		Monthly
38	Regional Radio Board (NW Reg. Emergency Communications Board)	Okeson/Jepson		Quarterly
39	Review Board (Band & Grade)	Vareberg/Nelson		On Call
40	Salary Review Board for Dept. Heads & Elected Officials	Nelson/Okeson		On Call
41	Safety Committee	Vareberg		Monthly
42	Sheriff's Committee	Okeson/Nelson		Monthly
43	Sunnyside	Nelson/Meyer		Every other Month
44	Transit Advisory Committee	Meyer/Okeson		Monthly
45	Watershed Districts Advisory Board: Buffalo/Red	Nelson		On Call
46	Watershed Districts Advisory Board: Cormorant	Nelson		On Call
47	Watershed Districts Advisory Board: Pelican	Okeson		On Call
48	Watershed Districts Advisory Board: Wild Rice	Nelson		On Call
49	West Central Initiative - Economic Development District (EDD) Board	Vareberg		Quarterly
50	West Central/Land of the Dancing Sky Area Agency on Aging	Meyer		Quarterly
51	Zoning Ordinance Review Committee	Jepson/Okeson		On-Call
52	Wild Rice Watershed District - One Watershed One Policy Committee	Nelson		On-Call
53	Ottertail - One Watershed One Policy Committee	Okeson		On-Call
54	Benefits Committee	Nelson/Meyer		Quarterly
55	Crow Wing One Watershed One Policy Committee	Jepson		Quarterly
56	NACO Delegate	Okeson		Quarterly
57				
58	Any and all Board members may serve as alternate members, as needed.			



AMC 2024 POLICY COMMITTEE & VOTING DELEGATE APPOINTMENTS

2024 AMC POLICY COMMITTEE APPOINTMENTS

*Counties must appoint at least one commissioner or county official to each of the five AMC policy committees.
Individuals may not serve as a voting member on more than one policy committee.*

2024 County Board Chair	
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Policy Committee	2024 Policy Committee Member
Environment & Natural Resources Policy Committee	
General Government Policy Committee	
Health & Human Services Policy Committee	
Public Safety Policy Committee	
Transportation & Infrastructure Policy Committee	

2024 AMC VOTING DELEGATE APPOINTMENTS

*Please type (or clearly print) the names of your county's appointed AMC Voting Delegates for 2024 in the spaces below.
Voting delegates are permitted to cast votes on behalf of one's county during official AMC meetings/business.*

1		ARTICLE 8: ASSOCIATION DELEGATES & DISTRICTS Section 1. Association Delegates Each member county shall be entitled to a number of delegates equal to three more than the number of persons on the board of county commissioners of the member county. Delegates shall be appointed annually by the county board from among the officials and employees of the county. Each delegate so appointed shall be eligible to vote at any meeting of the Association or to be elected an officer or director of the Association. The right to vote at any meeting of the Association or to hold an office or directorship in the Association shall terminate when such person ceases to be a delegate from a member county or the county that delegate represents ceases to be a member of the Association. A vacancy in the office of delegate shall be filled by the county board for the unexpired term.
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Please enter this information using the [online form linked here](#).
If you have any issues, please contact Matthew Cook via mcook@mncounties.org



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BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, December 19, 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 (Okeson, Vareberg) carried.
2. Minutes – Moved and second to approve minutes of December 12, 2023 (Meyer, Jepson) carried.
3. Minutes – Moved and second to approve the minutes of December 14, 2023 with the requested changes (Jepson, Vareberg) carried.
4. Motion and second to approve the Consent Agenda (Okeson, Meyer) carried.

Commissioners:

1. Open Forum:
 - Tim Ranisate – In support of Pat Oman.
 - Rick Anderson
 - In support of Pat Oman.
 - Becker County spending is getting out of hand.
 - Jane Hokenson – In support of Pat Oman.
 - Joe Stenger – In support of Pat Oman.
2. Reports and Correspondence: Reports were provided on the following meetings:
 - Motion and second to have attorney Ann Goering attend closed session regarding evaluation of County Administrator Pat Oman (Nelson, Jepson) carried.
 - Commissioner Vareberg – Highway.
 - Commission Nelson – Finance, Lakeland Mental Health, Courthouse.
 - Commissioner Meyer – Courthouse, RAC, Human Services.
 - Commissioner Jepson – Human Services, NW Regional Emergency Communications Board.
 - Commissioner Okeson – RAC.
3. Appointments:

- Cormorant Lakes Watershed District – advertise opening on the website and bring back to the board.
4. Introduction of newly appointed County Assessor – Tony Vigen.

County Administrator: presented by Pat Oman.

1. Report.

- Fleet vehicle replacement presented by Brent Bristlin. Vehicles go quickly, looking for authorization of a dollar amount to purchase a vehicle.
 - Motion and second to approve vehicle purchase up to \$32,000 (Meyer, Jepson) carried.
- Motion and second to approve Resolution 12-23-2A – Commissioners Salaries with a 2.5% increase (Okeson, Vareberg) carried.
- Motion and second to approve Resolution 12-23-2B – Elected officials Base Salaries (Meyer, Jepson) carried.
- Motion and second to approve Resolution 12-23-2G – Approval for Scheduled Meeting Dates for 2024 (Okeson, Vareberg) carried.
- Coroner Update – Preliminary contract with Dr. Nicole Strand. Will bring back to board in January.
- CHIPS Contracts Update – 4 candidates for 3 positions. Will be brought to finance and back to the board.

Auditor-Treasurer: presented by Mary Hendrickson.

1. Motion and second to approve Resolution 12-23-2C – Certified Levy which represents a 5.96% increase (Vareberg, Okeson) carried.
2. Motion and second to approve Resolution 12-23-2D – Plecity Easement (Okeson, Vareberg) carried.
3. Motion and second to approve Resolution 12-23-2F – Capital Expense Request – Postage Machine & Folder in the amount of \$20,000 (Meyer, Jepson) carried.

EDA: presented by Cody Piper.

1. Year End Update.

- 2 terms ending in 2023 one each in Districts 1 and 5.
- Family Child Care Grant now wrapped up.
- Focusing on 4 Major Areas.
 - Outreach and Education.
 - Business Development.

- Housing – both public and private.
- Policy and Legislative Avenues.
- 2 Forms of State Aid available for 2023-2024 for Homelessness Prevention and Affordable Housing in the amount of \$687,000 between both programs in 2 years.
- Housing Services Contract ends in 2023.

Human Resources: presented by Carrie Smith.

1. Motion and second to approve Safe and Sick Leave as presented and attach the 48 hours to sick leave (Jepson, Meyer) carried.
2. Accrual of Vacation Time Update. Current maximum is 224 hours of vacation accrual at the end of the year, and excess is lost at the end of the year if no plan is approved to carry over excess hours. Looking at policy changes in 2024. 5 current employees are losing vacation hours at the end of the year. Motion and second to approve carry over of vacation hours with a plan to use them (Meyer, Nelson) carried.
3. 2024 Employee Benefits Update. Motion and second to drop any voluntary benefit when the plan drops below 10 participants as written (Jepson, Meyer) carried.

Highway: presented by Jim Olson.

1. Motion and second to approve Resolution 12-23-2H – Reaffirmation of Transit (SMART) Tax (Okeson, Vareberg).
2. Motion and second to approve Resolution 12-23-2I – 2024-2028 Five-Year Plan Acceptance (Vareberg, Okeson) carried.
3. Motion and second to approve Resolution 12-23-2J – Frazee TAP Grant Support (Okeson, Vareberg) carried.

Land Use/Environmental Services: presented by Steve Skoog.

1. Motion and second to approve Resolution 12-23-2E – 2024 Waste Haulers Licenses (Vareberg, Okeson) carried.
2. Motion and second to approve 2024 Solid Waste Tip Fee Schedule Change

Planning & Zoning: presented by Kyle Vareberg.

1. Community Based Comprehensive Plan Update.
 - Meeting to discuss survey on Wednesday December 20.
 - Work Session – January 9 from 2-4.

Closed Session – Evaluation of County Administrator, Pat Oman.

- Motion and second to close pursuant to Minn. Stat. 13D.05 Subd. 3(a) A public body may close a meeting to evaluate the performance of an individual who is subject to its authority, The public body shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the public body shall summarize its conclusion regarding the evaluation. A meeting must be opened at the request of the individual who is subject of the meeting. Meeting Closed at 9:56 am (Okeson, Vareberg) carried.
- County Administrator Pat Oman requested the meeting be open at 9:56 am.
- Attorney for the county Ann Goering is present via Teams.
- Motion and second to table decision on Pat Oman’s performance review until the January 2, 2024, meeting (Okeson, Vareberg) carried.
- Motion and second to have Ann Goering available at the January 2nd meeting (Jepson, Meyer) carried.

Being no further business, Chair Nelson adjourned the meeting at 11:01 am.

/s/

Pat Oman
County Administrator

/s/

Barry Nelson
Board Chair

CONTRACT FOR LEGAL SERVICES CHILD PROTECTION

THIS AGREEMENT made and entered into by and between the COUNTY OF BECKER ("County") and Beth Walker ("Attorney"), all of which are collectively referred to herein as "the Parties."

RECITALS

WHEREAS, the County wishes to contract with Attorney for the provision of professional legal services in representation of individuals in child protection cases and child protection permanency cases, including, but not limited to: termination of parental rights, transfer of physical and legal custody or long term foster care and appeals of such cases, in the District Court, Court of Appeals and the Minnesota Supreme Court, this shall include any files that were previously appointed by the Court;

WHEREAS, the Attorney is duly licensed, qualified, and willing to perform the services;

WHEREAS, there are funds available for the purchase of these services;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County, and the Attorney agree as follows:

1) Term

The Attorney agrees to furnish legal services and representation in actions for parents, who do not have private attorneys, and who are deemed indigent by the court in child protection cases and child protection permanency cases, including, but not limited to: termination of parent rights, transfer of physical and legal custody or long term foster care and appeals of such cases, in the District Court, Court of Appeals and the Minnesota Supreme Court during the period commencing January 1, 2024 and terminating December 31, 2025.

2) Compensation

Attorney **shall be paid the amount of Three Thousand Dollars (\$3,000) per month** and will be paid each and every month commencing January 1, 2024.

3) Qualifications

The Attorney represents that they are on the State Roster of Qualified CHIPS Parents' Attorneys, and that all times during the term of this contract they meet one of the following minimum qualifications:

- a. Experience: The attorney has represented at least 10 parties or participants in CHIPS matters during the two years immediately preceding the date the attorney submits an application to be listed on the roster of qualified parents' attorneys; OR
- b. Training: The attorney has completed at least 18 hours of core skills training related specifically to representation of parents in CHIPS proceedings approved by the

State Court Administration during the two years immediately preceding the date the attorney submits an application to be listed on the roster of qualified parents' attorneys; OR

- c. Supervision: The attorney is supervised by another attorney who meets either the experience or training qualification.

4) Services to be Provided

When appointed by the District Court Judge, the Attorney agrees to furnish legal services and representation in actions for parents, who do not have private attorneys, and who are deemed indigent by the district court Judge in child protection cases and child protection permanency cases including, but not limited to: termination of parent rights, transfer of physical and legal custody or long term foster care and appeals of cases and for all cases that were previously appointed by the Court. If the Attorney believes there is a conflict of interest with the client then the Attorney shall decline or withdraw from representation. The District Court Judge will have to select another attorney to represent the party. This will be done at County expense and have no financial impact on this Contract. The Attorney will follow all applicable rules of court when withdrawing from representation.

5) Children's Justice Initiative Participation

In addition to the services outlined in paragraph 4 above, the Attorney agrees to regularly and actively participate in the local Children's Justice Initiative (CJI) team meetings as well as any regional CJI meetings/conferences.

6) Payment for Services

Payment for services shall be made directly to the Attorney each month for services in the manner provided by law and day selected by the County in accordance with their procedures.

7) Independent Contractor Status

At all times and for all purposes hereunder, Attorney shall be an independent contractor and is not an employee of the County for any purpose. No statement contained in this Contract shall be construed so as to find Attorney to be an employee of the County, and Attorney shall not be entitled to any of the rights, privileges, or benefits of employees of the County, including but not limited to,

8) Indemnification and Insurance

The Attorney agrees to defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Attorney's performance or failure to adequately perform any obligations pursuant to this Contract. The Attorney shall carry malpractice insurance.

9) Indemnification and Insurance

The Attorney agrees to defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Attorney's performance or failure to adequately perform any obligations pursuant to this Contract.

The Attorney shall carry malpractice insurance.

10) Data Practices

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Attorney because of this Contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

11) Records Availability and Retention

Pursuant to Minn. Stat. 16C.05, Subd. 5, the Attorney agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Attorney and involve transactions relating to this Contract.

Attorney agrees to maintain these records for a period of six (6) years from the date of termination of this Contract.

12) Merger and Modification

a) It is understood and agreed that the entire agreement between the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Contract are incorporated or attached and are deemed to be part of this Contract.

b) Any material alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

13) Default and Cancellation

a) If the Attorney fails to perform any of the provisions of this Contract or so fails to administer the work as to endanger the performance of the Contract, this shall constitute default. Unless the Attorney's default is excused, the County, may, upon written notice, immediately cancel this Contract in its entirety.

b) This Contract may be cancelled with or without cause either party upon thirty (30) days written notice.

14) Subcontracting and Assignment

Attorney shall be allowed to enter into any subcontract for performance of any services contemplated under this Contract with the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Attorney shall be responsible for the performance of all subcontractors. All subcontractors shall hold a valid Minnesota attorney license and have the required expertise to represent individuals in child protection cases.

15) Nondiscrimination

During the performance of this Contract, the Attorney agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits workers' compensation, health/death benefits, and indemnification for third-party personal injury or property damage claims.

16) Miscellaneous

Attorney's provision of services under this Contract shall not prevent attorney from accepting court appointments to provide legal counsel in matters outside the scope of this Contract. However, in the event of any conflict of interest presented by such representation by Attorney, provision of services under this Contract shall take precedence.

Attorney agrees to file with the Becker County Auditor a monthly written summary of time spent representing indigent clients in all phases of contested court proceedings and provide a record of the number of cases handled, case types, and other pertinent information requested by the Court Administrator or the County Auditor.

Attorney acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Attorney and that it is Attorney's sole obligation to comply with the applicable provisions of all Federal and State Tax laws.

Attorney shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

Attorney is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes, and paying all other employment tax obligations on their behalf.

17) Renewal

This Contract shall be automatically extended for an additional term of one year at the end of the term set out in Section 1, unless, on or before thirty (30) days prior to the end of the initial term or additional term, as the case may be, any party notifies the other party that it wishes to terminate the Contract at the end of such term.

IN WITNESS WHEREOF, the County of Becker has caused this Contract to be signed by its duly authorized officers and the Attorney has hereunto set his hand.

Attorney at Law

COUNTY OF BECKER, MINNESOTA

By: _____

By: _____
Its Chairperson, County Board

Dated: _____

Dated: _____

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WHEREAS, the Attorney is duly licensed, qualified, and willing to perform the services;

WHEREAS, there are funds available for the purchase of these services;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County, and the Attorney agree as follows:

1) Term

The Attorney agrees to furnish legal services and representation in actions for parents, who do not have private attorneys, and who are deemed indigent by the court in child protection cases and child protection permanency cases, including, but not limited to: termination of parent rights, transfer of physical and legal custody or long term foster care and appeals of such cases, in the District Court, Court of Appeals and the Minnesota Supreme Court during the period commencing January 1, 2024 and terminating December 31, 2025.

2) Compensation

Attorney **shall be paid the amount of Two Thousand Eight Hundred Dollars (\$2,800) per month** and will be paid each and every month commencing January 1, 2024.

3) Qualifications

The Attorney represents that they are on the State Roster of Qualified CHIPS Parents' Attorneys, and that all times during the term of this contract they meet one of the following minimum qualifications:

- a. Experience: The attorney has represented at least 10 parties or participants in CHIPS matters during the two years immediately preceding the date the attorney submits an application to be listed on the roster of qualified parents' attorneys; OR
- b. Training: The attorney has completed at least 18 hours of core skills training related specifically to representation of parents in CHIPS proceedings approved by the

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The Attorney shall carry malpractice insurance.

10) Data Practices

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Attorney because of this Contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

11) Records Availability and Retention

Pursuant to Minn. Stat. 16C.05, Subd. 5, the Attorney agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Attorney and involve transactions relating to this Contract.

Attorney agrees to maintain these records for a period of six (6) years from the date of termination of this Contract.

12) Merger and Modification

a) It is understood and agreed that the entire agreement between the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Contract are incorporated or attached and are deemed to be part of this Contract.

b) Any material alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

13) Default and Cancellation

a) If the Attorney fails to perform any of the provisions of this Contract or so fails to administer the work as to endanger the performance of the Contract, this shall constitute default. Unless the Attorney's default is excused, the County, may, upon written notice, immediately cancel this Contract in its entirety.

b) This Contract may be cancelled with or without cause either party upon thirty (30) days written notice.

14) Subcontracting and Assignment

Attorney shall be allowed to enter into any subcontract for performance of any services contemplated under this Contract with the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Attorney shall be responsible for the performance of all subcontractors. All subcontractors shall hold a valid Minnesota attorney license and have the required expertise to represent individuals in child protection cases.

15) Nondiscrimination

During the performance of this Contract, the Attorney agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits workers' compensation, health/death benefits, and indemnification for third-party personal injury or property damage claims.

16) Miscellaneous

Attorney's provision of services under this Contract shall not prevent attorney from accepting court appointments to provide legal counsel in matters outside the scope of this Contract. However, in the event of any conflict of interest presented by such representation by Attorney, provision of services under this Contract shall take precedence.

Attorney agrees to file with the Becker County Auditor a monthly written summary of time spent representing indigent clients in all phases of contested court proceedings and provide a record of the number of cases handled, case types, and other pertinent information requested by the Court Administrator or the County Auditor.

Attorney acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Attorney and that it is Attorney's sole obligation to comply with the applicable provisions of all Federal and State Tax laws.

Attorney shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

Attorney is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes, and paying all other employment tax obligations on their behalf.

17) Renewal

This Contract shall be automatically extended for an additional term of one year at the end of the term set out in Section 1, unless, on or before thirty (30) days prior to the end of the initial term or additional term, as the case may be, any party notifies the other party that it wishes to terminate the Contract at the end of such term.

IN WITNESS WHEREOF, the County of Becker has caused this Contract to be signed by its duly authorized officers and the Attorney has hereunto set his hand.

Attorney at Law

COUNTY OF BECKER, MINNESOTA

By: _____

By: _____
Its Chairperson, County Board

Dated: _____

Dated: _____

CONTRACT FOR LEGAL SERVICES CHILD PROTECTION

THIS AGREEMENT made and entered into by and between the COUNTY OF BECKER ("County") and Timothy Dodd ("Attorney"), all of which are collectively referred to herein as "the Parties."

RECITALS

WHEREAS, the County wishes to contract with Attorney for the provision of professional legal services in representation of individuals in child protection cases and child protection permanency cases, including, but not limited to: termination of parental rights, transfer of physical and legal custody or long term foster care and appeals of such cases, in the District Court, Court of Appeals and the Minnesota Supreme Court, this shall include any files that were previously appointed by the Court;

WHEREAS, the Attorney is duly licensed, qualified, and willing to perform the services;

WHEREAS, there are funds available for the purchase of these services;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County, and the Attorney agree as follows:

1) Term

The Attorney agrees to furnish legal services and representation in actions for parents, who do not have private attorneys, and who are deemed indigent by the court in child protection cases and child protection permanency cases, including, but not limited to: termination of parent rights, transfer of physical and legal custody or long term foster care and appeals of such cases, in the District Court, Court of Appeals and the Minnesota Supreme Court during the period commencing January 1, 2024 and terminating December 31, 2025.

2) Compensation

Attorney **shall be paid the amount of Three Thousand Two Hundred Dollars (\$3,200) per month** and will be paid each and every month commencing January 1, 2024.

3) Qualifications

The Attorney represents that they are on the State Roster of Qualified CHIPS Parents' Attorneys, and that all times during the term of this contract they meet one of the following minimum qualifications:

- a. Experience: The attorney has represented at least 10 parties or participants in CHIPS matters during the two years immediately preceding the date the attorney submits an application to be listed on the roster of qualified parents' attorneys; OR
- b. Training: The attorney has completed at least 18 hours of core skills training related specifically to representation of parents in CHIPS proceedings approved by the

State Court Administration during the two years immediately preceding the date the attorney submits an application to be listed on the roster of qualified parents' attorneys; OR

- c. Supervision: The attorney is supervised by another attorney who meets either the experience or training qualification.

4) Services to be Provided

When appointed by the District Court Judge, the Attorney agrees to furnish legal services and representation in actions for parents, who do not have private attorneys, and who are deemed indigent by the district court Judge in child protection cases and child protection permanency cases including, but not limited to: termination of parent rights, transfer of physical and legal custody or long term foster care and appeals of cases and for all cases that were previously appointed by the Court. If the Attorney believes there is a conflict of interest with the client then the Attorney shall decline or withdraw from representation. The District Court Judge will have to select another attorney to represent the party. This will be done at County expense and have no financial impact on this Contract. The Attorney will follow all applicable rules of court when withdrawing from representation.

5) Children's Justice Initiative Participation

In addition to the services outlined in paragraph 4 above, the Attorney agrees to regularly and actively participate in the local Children's Justice Initiative (CJI) team meetings as well as any regional CJI meetings/conferences.

6) Payment for Services

Payment for services shall be made directly to the Attorney each month for services in the manner provided by law and day selected by the County in accordance with their procedures.

7) Independent Contractor Status

At all times and for all purposes hereunder, Attorney shall be an independent contractor and is not an employee of the County for any purpose. No statement contained in this Contract shall be construed so as to find Attorney to be an employee of the County, and Attorney shall not be entitled to any of the rights, privileges, or benefits of employees of the County, including but not limited to,

8) Indemnification and Insurance

The Attorney agrees to defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Attorney's performance or failure to adequately perform any obligations pursuant to this Contract. The Attorney shall carry malpractice insurance.

9) Indemnification and Insurance

The Attorney agrees to defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Attorney's performance or failure to adequately perform any obligations pursuant to this Contract.

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16) Miscellaneous

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Attorney acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Attorney and that it is Attorney's sole obligation to comply with the applicable provisions of all Federal and State Tax laws.

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IN WITNESS WHEREOF, the County of Becker has caused this Contract to be signed by its duly authorized officers and the Attorney has hereunto set his hand.

Attorney at Law

COUNTY OF BECKER, MINNESOTA

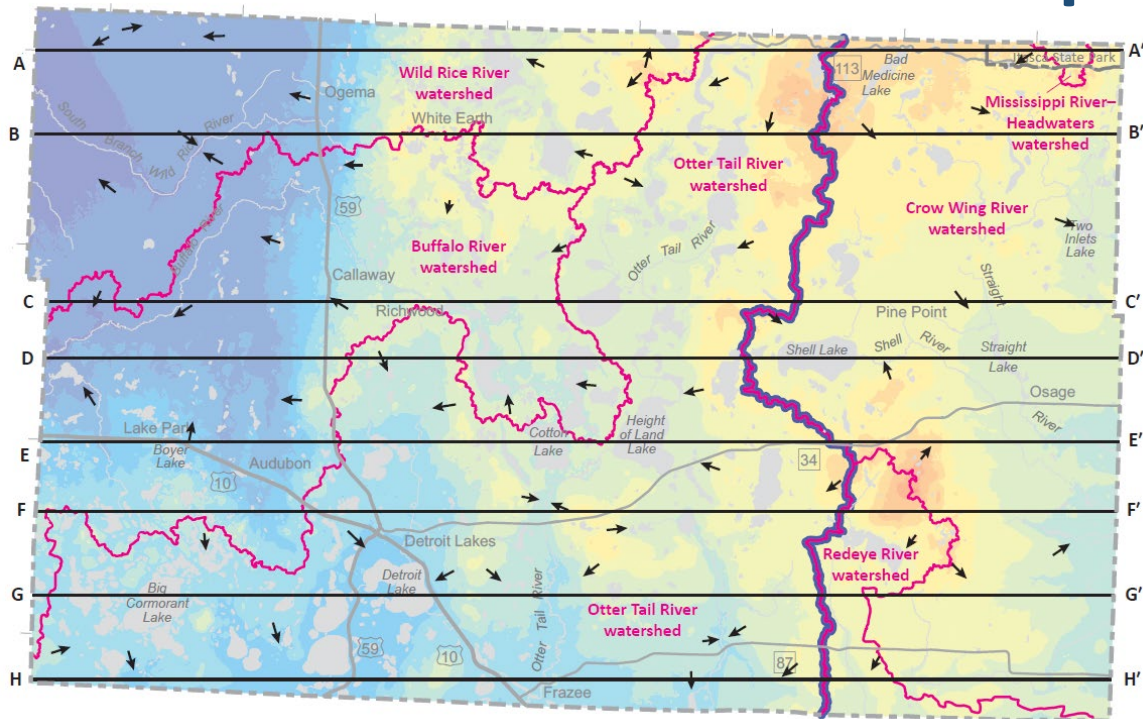
By: _____

By: _____
Its Chairperson, County Board

Dated: _____

Dated: _____

Join us for the Becker County Groundwater Atlas Workshop



Topics Covered

Minnesota Geological Survey presentation of Becker County
Part A Geologic Atlas

DNR presentation of Becker County Part B Groundwater
Atlas

Groundwater flow directions, aquifer sensitivities to
pollution, and recharge

Real world exercises of how to use the atlas



BECKER COUNTY BOARD OF COMMISSIONERS MEETING 1/2/2024

BECKER COUNTY AUDITOR TREASURER

Gambling Permit

1. Resolution # 01-24-1B – Blue Ribbon Charities for a raffle on July 13, 2024 at Roadhouse in Cormorant Township
2. Resolution # 01-24-1D – Blue Ribbon Charities for a raffle on December 7, 2024 at Roadhouse in Cormorant Township

**BECKER COUNTY AUDITOR-TREASURER
SUMMARY OF PUBLICATION BIDS
2024**

	Frazee Forum	DL Wednesday	DL Saturday
Sample Notice:	\$63.80	\$80.00	\$80.00
Legal Notice:	\$11.60	\$10.00	\$10.00
Financial Statement 1st Publication:	\$11.60	\$10.00	\$10.00
Financial Statement 2nd Publication:	\$11.60	\$8.00	\$8.00
Delinquent Listing 1st Publication:	\$11.60	**If The DL Tribune gets bid for 1st Pub, if not \$10.00 \$10.00	\$10.00
Delinquent Listing 2nd Publication:	\$11.60	\$8.00	\$8.00
Weekly Publication:	Tuesday	**If The DL Tribune gets bid for 1st Pub, if not \$10.00 Wednesday	Saturday
Deadlines for Publishing:	Friday at 12:00	Mondays at 10:00	Thursdays at 10:00
Distribution:	1,300	3,481	3,481
Distribution Area:	Newstands Detroit Lakes Frazee Vergas Wolf Lake Perham	Newstands & Carriers Detroit Lakes Frazee Lake Park Audubon Ogema Rochert Callaway Vergas Waubun Ponsford Perham	Newstands & Carriers Detroit Lakes Frazee Lake Park Audubon Ogema Rochert Callaway Vergas Waubun Ponsford Perham

RESOLUTION 01-24-1A Option 1 Publication Bid 2024

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**RESOLUTION 01-24-1A Option 2
Publication Bid 2024**

**RESOLUTION 01-24-1A Option 3
Publication Bid 2024**

RESOLUTION 01-24-1A Option 4 Publication Bid 2024

Page 32 of 98

RESOLUTION NO. 01-24-1B

MINNESOTA LAWFUL GAMBLING RESOLUTION

RESOLVED, the Becker County Board of County Commissioners agree to approve the Gambling Application for Exempt Permit to conduct Gambling by Blue Ribbon Charities, for a raffle at Roadhouse, 11740 County Hwy 5, Lake Park, MN 56554, in Cormorant Twp on July 13, 2024.

Duly adopted at Detroit Lakes, Minnesota, this 2nd day of January 2024.

ATTEST:

COUNTY BOARD OF COMMISSIONERS

Chair

State of Minnesota)

)
County of Becker)

I, the undersigned, being the duly elected, qualified and Auditor-Treasurer for the County of Becker, State of Minnesota, do hereby certify that the foregoing is true and correct copy of a resolution passed and adopted by the County Board of Commissioners at a meeting held January 2, 2024, as recorded in the record of proceedings.

Becker County Auditor-Treasurer

MEH/mco

SEAL

RESOLUTION NO. 01-24-1D

MINNESOTA LAWFUL GAMBLING RESOLUTION

RESOLVED, the Becker County Board of County Commissioners agree to approve the Gambling Application for Exempt Permit to conduct Gambling by Blue Ribbon Charities, for a raffle at Roadhouse, 11740 County Hwy 5, Lake Park, MN 56554, in Cormorant Twp on December 7, 2024.

Duly adopted at Detroit Lakes, Minnesota, this 2nd day of January 2024.

ATTEST:

COUNTY BOARD OF COMMISSIONERS

Chair

State of Minnesota)

)
County of Becker)

I, the undersigned, being the duly elected, qualified and Auditor-Treasurer for the County of Becker, State of Minnesota, do hereby certify that the foregoing is true and correct copy of a resolution passed and adopted by the County Board of Commissioners at a meeting held January 2, 2024, as recorded in the record of proceedings.

Becker County Auditor-Treasurer

MEH/mco

SEAL

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION #01-24-1E

Transfer Becker County Probation support services position to State of Minnesota, Department of Corrections (MN DOC), pursuant to MN Statute 244.19 subd 5a.

WHEREAS, there is a need to hire a Full-Time Probation Secretary position, due to a vacancy within the Probation Department. We request to convert two Part-Time positions to a Full-Time position due to this position being an essential position.

WHEREAS, Becker County elects to have the MN DOC, furnish probation services (including support services) per MN Statute 244.19 subd 1b. The state will invoice Becker County per MN Statute 244.19 subd 5a every 6 months for the total cost and expenses incurred by the MN DOC Commissioner on behalf of Becker County.

WHEREAS, upon transfer of this position from Becker County to the MN DOC, Becker County will receive salary savings of approximately 16 hours per week (32 hours per pay period). Currently, the Probation Secretary positions are allotted a total of 56 hours per week, yet this change will reflect a total of 40 hours per week.

WHEREAS, we require the Becker County Administrator to formally request, from the MN DOC appointing authority (Director of Field Services), upon approval of this resolution, to request the MN DOC Commissioner to provide probation support services per 244.19.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves the transfer of the Becker County Probation Secretary position to the MN DOC, pursuant to MN Statute 244.19 subd 5a.MN Statute 244.19 subd 5a.

Duly adopted this 2nd day of January 2024, 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 January 2, 2024, as recorded in the record of proceedings.

Pat Oman
County Administrator

BAND	GRADE	SUBGRADE	WORKING CONDITION	Job Description	
JOB TITLE			DEPARTMENT/SECTION		JOB NO.
Secretary			Juvenile Probation		
TITLE OF IMMEDIATE SUPERVISOR					
State Probation and Parole Agent					
JOB SUMMARY Provides administrative and clerical support to probation agents which includes data entry, typing, and other general administrative office duties. Maintains statistical and financial records and manages office procedure. Manages Court Services Tracking System program and maintains program at up-to-date levels of operation.					
ESSENTIAL DUTIES AND RESPONSIBILITIES include the following.					
TASK NO.	ILLUSTRATIVE TASKS			FREQUENCY	BAND/GRADE
1	Prioritize workload, enter data into Court Services Tracking System, including but not limited to client information, case-specific data, agent tasks, placement information and notes. Maintain contact/communication with District Office to coordinate workload records.			30%	
2	Transcribe and type reports to the Court, correspondence and documents using Dictaphone; and compose routine letters for agents and sign when necessary.			45%	
3	Prepare new files from Court Orders and search records for previous Court involvement. Record, update and maintain file information protecting confidentiality of juvenile files. Implement new methods and forms so that information is readily accessible and procedures simplified.			5%	
4	Direct incoming calls and clients to appropriate personnel or agencies. In agents' absence, record nature of calls and all other contact with clients, families, agencies and others. Respond to inquiries and provide information to other agencies on a need-to-know basis while maintaining State of Minnesota Privacy Act laws.			5%	
5	Assess situations to determine immediacy of response needed and take appropriate steps when agents are unavailable by phone. Maintain composure and tact when dealing with difficult offenders or situations.			2%	
6	Conduct intakes and interviews with Community Service Work/Sentencing to Service offenders, set up dates and inform of sites and work dates, when necessary.			1%	
7	Select and order supplies; order repair and maintenance of equipment as needed to maintain or improve efficiency.			1%	
8	Route all incoming mail and prepare outgoing mail.			1%	

9	<p>Seek and perform other responsibilities and duties at the direction of the department head to facilitate the delivery of probation services.</p> <p>CUSTOMER SERVICE RESPONSIBILITIES:</p> <p>Serves as a customer service role model for the County and the department. Ensures staff adheres to customer service principles during interactions with all customers, including co-workers, other departments and Commissioners.</p> <p>Provides customers with directions and guidance, is courteous and patient and resolves customer problems immediately when able.</p> <p>SAFETY RESPONSIBILITIES:</p> <p>Adheres to the County's safety programs to minimize the risk of employee accidents and injuries.</p> <p>Ensures that all injury are reported to the to Supervisor within 24 hours of an incident.</p>	<p>5%</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	
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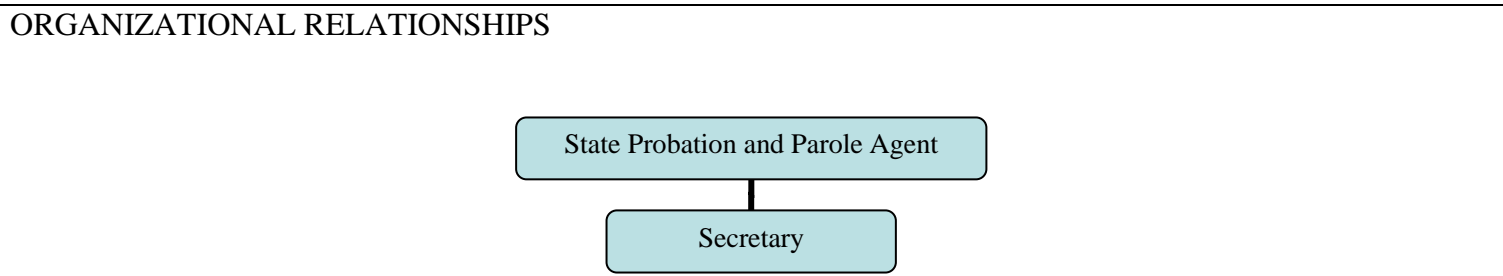
QUALIFICATIONS *Specific training or job experience required before appointment
 To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE
 High school diploma or equivalent. One year office support experience. Two plus years of work-related experience in Microsoft Word. Preferred Experience: Dictation.

LANGUAGE SKILLS
 Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

REASONING ABILITY
 Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

PHYSICAL DEMANDS
 While performing the duties of this job, the employee is frequently required to use hands to finger and handle. The employee must occasionally lift and/or move up to 25 pounds. Employee must be able to speak and hear. Specific vision abilities required by this job include close vision.



WORKING CONDITIONS:
 The noise level in the work environment is usually quiet.

I have read this position description and fully understand the requirements. I accept the position of Secretary and agree to follow the requirements listed previously and will perform all duties and responsibilities to the best of my ability.

I understand that I may be assigned other duties, in addition to or in place of those described previously; I also understand that the essential duties of this position may change at any time, according to the needs of Becker County.

DEPARTMENT HEAD SIGNATURE _____
 DATE _____

EMPLOYEE SIGNATURE _____
 DATE _____

Employee's Name: [Click here to enter text.](#)
Position Control Number: [Click here to enter text.](#)

STATE OF MINNESOTA POSITION DESCRIPTION A

EMPLOYEE'S NAME [Click here to enter text.](#) **EMPLOYEE'S ID #:** [Click here to enter text.](#)
AGENCY/DIVISION: Department of Corrections –Community Services
CLASSIFICATION TITLE: Office and Administrative Specialist Intermediate
WORKING TITLE (if different): [Click here to enter text.](#)
POSITION CONTROL NUMBER: [Click here to enter text.](#)
PREPARED BY: [Click here to enter text.](#)
PREVIOUS INCUMBENT: [Click here to enter text.](#)
APPRAISAL PERIOD: [Click here to enter text.](#) to [Click here to enter text.](#)

Employee's Signature (This position description accurately reflects my current job.) Date

Supervisor's Signature (This position description reflects the employee's current job.) Date

I verified that this position should be covered under the Corrections Employee Retirement Plan in accordance with MN Statute 352.91. (Signature not needed on CO1, CO2, and CO3 position descriptions).

Appointing Authority's Signature

Date

POSITION PURPOSE:

To provide administrative assistance, secretarial services and office management for district and regional managers, central office Field Services, STS crew leaders and corrections agents.

REPORTABILITY

Reports to: District Supervisor

Supervises: N/A

DIMENSIONS

Budget: N/A

Clientele: Clientele includes regional manager, corrections agents, district supervisor, crew leaders, nonprofit and local government entities, correctional agencies, Hearings and Release Unit, offenders, victims, court administrators, law enforcement officials, correctional facility officials and the public.

Licensure: N/A

Employee's Name: [Click here to enter text.](#)

Position Control Number: [Click here to enter text.](#)

POSITION DESCRIPTION B

POSITION RESPONSIBILITIES:

DOC employees are inherently responsible for demonstrating behavior that reflects the department's mission, vision, and values. Employees with offender contact are additionally responsible for effecting positive change in offender behavior by interacting with offenders in a professional manner and utilizing tools that enhance an offender's motivation to change. All employees, regardless of classification, have a collective responsibility to protect the public, maintain security and/or control of work sites; provide for the safety of staff, visitors and offenders, and positively impact victims, offenders and communities. All employees are expected to be alert at all times and to report or intervene immediately according to agency policies and procedures.

Responsibility No 1:

Priority: A

% of Time: 35

Discretion: A

% of Contact Time with Offender(s): 0

% of Time Non-Offender Contact: 35

To provide word processing, typographical, and transcription services and technical assistance to district supervisor, agents and STS staff so that effective communications between agencies, departments, etc., can be maintained, data systems maintained and correspondence is prepared accurately and submitted on proper forms within adequate time periods

Tasks:

- A. Type all reports on proper forms or in proper format
 - 1. All reports are typed, copied and distributed as appropriate.
 - 2. All correspondence such as memos and letters are typed, signed, copied, and distributed as appropriate.
- B. Assist agents as necessary regarding the functions and requirements of the CSTS system and monitor agent information entry to assure compliance.
- C. Create electronic files of offender and other information to permit the transfer of offender supervision and information.

Employee's Name: [Click here to enter text.](#)

Position Control Number: [Click here to enter text.](#)

Responsibility No. 2:

Priority: A

% of Time: 25

Discretion: A

% of Contact Time with Offender(s): 0

% of Time Non-Offender Contact: 25

To assist with management of the office so that office needs are addressed and the office functions efficiently and effectively.

Tasks:

- A. To perform data entry, determine dead lines and coordinate the completion of tasks with the district supervisor, agents and other support staff.
- B. To retrieve offender and other information from the Statewide Supervision System, CrimNet, COMS, The Bureau of Criminal Apprehension Criminal Records System, MN Court Information System (MNICS), CSTS, Offender Chrono Data Base and other systems.
- C. Enter offender and other information in CSTS, COMS, BCA, Chrono Data Base, Statewide Supervision System, Travel Management systems and in Excel.
- D. Obtain offender and other information from Court Administration, MN and other correctional facilities as well as from assorted correctional programs.
- E. To maintain an adequate supply of necessary operational materials and to inventory and submit supply requisitions for needed items.
- F. To arrange trainings, set up scheduling, coordinate attendance and process evaluation reports.
- G. To maintain a current office equipment inventory and to coordinate the repair of such equipment.
 1. Review all departmental equipment inventories sent to make sure they are accurate.
 2. Correct any inaccurate lists with appropriate personnel.
 3. Repair office equipment through approved service and ensure its return.
 4. Submit repair bill to appropriate personnel.
- H. Maintain a mailing system to address, package, weigh, and stamp all mail accurately.
- I. To maintain and upgrade secretarial and office management skills by completing 16 hours of relevant training per year.
- A. Make copies of files and information received and outgoing for agents and contract writers; fax information to various agencies.

Employee's Name: [Click here to enter text.](#)

Position Control Number: [Click here to enter text.](#)

Responsibility No 3:

Priority: A

% of Time: 15

Discretion: A

% of Contact Time with Offender(s): 0

% of Time Non-Offender Contact: 15

To provide receptionist services to ensure that the appropriate action is taken by the appropriate staff within the proper time frame

Tasks:

- A. Screen calls and correspondence to assure matters are resolved with the appropriate urgency.
- B. Exhibit knowledge of and the sensitivity of the correctional programs in the community and within the state system.
- C. Take messages and notifies the appropriate person, or if important, find them in the community and give them the message.
- D. Determine the urgency of the message for appropriate action.
- E. Provide public with appropriate information upon request within departmental and legal guidelines and policies and maintain a contemporary knowledge of the information that may be provided and to whom.
- F. Direct the public entering the office to appropriate staff.
- G. Obtain appropriate information from new clients.
 - 1. Messages will be given to the appropriate person within a reasonable amount of time to enable them to act accordingly.
 - 2. The public will be provided appropriate information within the department's guidelines and if not available in the office, they will be referred to the appropriate agency.
- H. Maintain professional appearance and standard of designated office space.
- I. Provide information to crew leaders and between crew leaders who are usually in the field and to agents when they are out of the office.

Employee's Name: [Click here to enter text.](#)

Position Control Number: [Click here to enter text.](#)

Responsibility No. 4:

Priority: A

% of Time: 20

Discretion: A

% of Contact Time with Offender(s): 0

% of Time Non-Offender Contact: 20

To maintain the CSTS system and office files to insure their integrity and the ultimate generation of accurate offender information.

Tasks:

- A. To establish and maintain a data management system in accordance with Department Standards policy so that all documents and materials are readily accessible to the appropriate personnel.
 - 1. Develop, code and maintain an effective comprehensive filing system which is conducive to accessibility and retrieval of information by all staff members.
 - 2. Update case files by reviewing material, discarding redundant or unnecessary materials, and maintaining a chronological sequenced record of information within the file.
 - 3. Activate new files and review and close out or consolidate files on a regular basis according to Record Retention Policy.
 - 4. Ensure that confidential files are not revealed to inappropriate personnel at any time in accordance with the Minnesota Data Practices Act.
- B. To utilize automated technology to fulfill assigned tasks so that use of computerized equipment and software provided to the field office can be maximized and job assignments can be completed in the most efficient manner.
 - 1. Attend training sessions to upgrade proficiency.
 - 2. Attend user group meetings as directed.
 - 3. Serve on department wide committees as assigned.
 - 4. Provide technical support and training to agency staff.

Employee's Name: [Click here to enter text.](#)
Position Control Number: [Click here to enter text.](#)

Responsibility No 5:

Priority: B

% of Time: 5

Discretion: B

% of Contact Time with Offender(s): 0

% of Time Non-Offender Contact: 5

To perform other office functions as necessary or as assigned to assure efficient operation of the office.

Tasks:

- A. Verify offender payments, completion of jail, satisfaction of community service work and other conditions of probation and supervised release.
- B. Obtain court, county attorney, public defender, police and other records from appropriate agencies.

Responsibility No. 6:

Priority: A

% of Time: 100

Discretion: A

% of Contact Time with Offender(s):

% of Time Non-Offender Contact:

Follow all agency policies, state statutes, and statewide policy. Support the Vision, Mission, Values, Goals and initiatives of the DOC.

Tasks:

- A. Follow all agency policies, state statutes, and statewide policies. Support the Vision, Mission, Values, Goals and initiatives of the DOC.

This position meets the requirements for inclusion in the Corrections Employee Retirement Plan? Yes ☐ No ☒

If yes, please indicate the percentage of total offender contact time. [Click here to enter text.](#)

Employee's Name: [Click here to enter text.](#)

Position Control Number: [Click here to enter text.](#)

POSITION DESCRIPTION C

EMPLOYEE'S NAME:

POSITION CONTROL NUMBER:

NATURE AND SCOPE *(relationships; knowledge, skills and abilities; problem solving and creativity; and freedom to act.)*

Relationships

Contact is made personally and by telephone with district and STS supervisors, agents, other support staff and numerous and varied criminal justice agencies such as law enforcement, court administrators, and DOC and CCA corrections offices. Contact is also made with nonprofit organizations, local governmental units, advisory boards, crew leaders and agents. There is daily association personally and by telephone with offenders and the public.

Knowledge, Skills and Abilities

- A. Considerable knowledge of the organization, policies and procedures of state government and the criminal justice system.
- B. Knowledge of general office practices and management.
- C. Knowledge of business English, spelling and grammar sufficient to enable proper document preparation and proof reading.
- D. Knowledge of the computers, computer programs and data base software used by the department.
- E. Knowledge of a large volume of data bases maintained by other elements of the criminal justice system as well as those of other governmental units.
- F. Knowledge of criminal justice system, legal terminology and court system to facilitate the answering of questions and the appropriate dissemination of information
- G. Knowledge of legal terminology to enable the interpretation of court records and the proper preparation of reports, orders and documents.
- H. Knowledge of human behavior to deal professionally with the public, offenders and victims who are often upset or hostile.
- I. Ability to skillfully type, transcribe and operate computers and assorted software
- J. Ability to understand and follow complex written and oral instructions
- K. Ability to perform under pressure resulting from time lines, volume and competing expectations of the elements of the system.
- L. Ability to communicate well orally in and written form to enable the clear and accurate presentation of information.
- M. Ability to operate a large and regularly changing amount of office equipment including computers, scanners, fax machines, BCA terminals, postage machines, printers and LCD projectors.
- N. Ability to independently compose letters and to prepare documents and a wide range of reports.
- O. Ability to enter and retrieve information from a large volume of data basis within and outside of the department.

Employee's Name: [Click here to enter text.](#)

Position Control Number: [Click here to enter text.](#)

Problem Solving

The problems encountered in this position are numerous, varied, and complex and require unique and individualized solutions. There is an on-going need to use personal judgment to establish priorities and determine the appropriateness of information requests and the identification of public, private and confidential information. There is a need to interpret verbal and written instructions using knowledge of reports, policy and practice. As a result of the frequent absence of agents and crew leaders, this position often resolves system and offender needs for information. This position also regularly resolves data base problems and agent difficulty using office computers and software. Sufficient latitude exists to permit creative solutions to the majority of the problems encountered.

Freedom to Act

This position is given a high degree of authority to act independently and to make decisions within the guidelines established by statute and DOC policies and procedures. This position is free to work and plan daily office performance according to the workload, timelines and general instructions from the district supervisor, who in most circumstances is located elsewhere or is often absent from the office.

The district supervisor is consulted on major decisions and is updated on an as needed basis through oral or written communication.

Memorandum

To: Becker County Board of Commissioners

From: Becker County Economic Development Authority

Date: January 2nd, 2024

For: Approval of Housing Management Services contract agreement between Becker County Economic Development Authority and Becker County with Midwest Minnesota Community Development Corporation

Becker County Economic Development Authority is recommending for approval a 1-year contract at the amount of \$215,500 for the management of Housing Operations and Programs. BCEDA advertised and considered Requests for Qualifications before awarding and discussing contract proposals with MMCDC. MMCDC has previously provided said service and the prior 4-year contract expired December 31st, 2023.

PERIOD	Annual Management Fee	Monthly Pay Amount
05/01/2020 – 12/31/2020	\$99,567	\$12,445.83
01/01/2021 – 12/31/2021	\$153,831	\$12,819.21
01/01/2022 – 12/31/2022	\$158,445	\$13,203.78
01/01/2023 – 12/31/2023	\$163,199	\$13,599.90
01/01/2024 – 12/31/2024	215,500	\$17,958.33

Properties supported:

- Public Housing – 25 Single Family
- Housing Voucher Program – Section 8
- Maple Ave Apartments – 12 unit
- West River Townhomes – 12 unit
- Willow Property – 4 unit transitional
- Highway 34 Home – Single family
- Hidden Hills Home – Single family
- Becker County Workshop – Extension Office

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 01-24-1F

Accept Donation from Damien Society

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

WHEREAS, the Damien Society has donated 100 tokens for the Becker County Transit to the Becker County Veterans Service Office, for distribution to Becker County Veterans in need of transportation based on their appreciation for the service of those Veterans, and;

WHEREAS, transportation is a significant issue for many elderly, disabled, or otherwise disadvantaged Veterans;

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves the Veterans Service Office accept the donation from the Damien Society of 100 tokens for the Becker County Transit, and further direct the Veterans Service Office to distribute those tokens as needed to Veterans with transportation requirements.

Duly adopted this 2nd day of January, 2024, 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 January 2, 2024, as recorded in the record of proceedings.

Pat Oman
County Administrator

Human Services New Fleet Purchase Request

After a two-year wait, North Country Chevrolet, the local vendor that handles state contract pricing for new vehicle purchases, finally has a quote for the new fleet vehicle purchase the board approved back in October of 2021. Due to supply chain issues (COVID, labor strike, etc.), the dealership was unable to secure a vehicle for us until now.

They have quoted a 2024 Chevy Traverse with eight seats for \$ 33,831.40. This is an eight-seater that we would use to transport large families or sibling groups. The fleet minivan is currently used to accommodate these transports, however; it is our oldest vehicle, a 2010 with around 150,000 miles. We recommend considering retiring the minivan once this purchase is final.

Under the original Board approval in October of 2021, the quote was for a Chevrolet Equinox LT for \$23,205.20. The new quote is an increase of \$10,626.20. The original purchase was also going to be funded through a donation received by Public Health, however; that funding is no longer available.

There are a couple of funding alternatives.

1. We could request to use the Special General Fund Account (previously known as ARPA funds) for the purchase.
2. We could purchase it with the Human Service Fund using current year budget savings.

This purchase is in addition to the replacement just approved at the December 19th meeting. Denise has spoken with Pat and Brent, and both agree to move forward with this purchase.

BECKER COUNTY
HUMAN SERVICES

**712 Minnesota Avenue
Detroit Lakes, MN 56501
(218) 847-5628**

To: North Country Chevrolet

1502 E Howard Street

Hibbing, MN 55746

Mr. Bob O'Hara 218-349-8955 rwohara01@aol.com

PURCHASE
ORDER/
WARRANT

FED. TAX I.D. 41-6005 754

From: Becker County Human Services

712 Minnesota Ave

Detroit Lakes, MN 56501

Order Date/PO#: 12/19/2023

☐ Check Box if Paid by Company Credit Card

Who's CC?

VENDOR #

VENDOR TAX ID #

declare under the penalties of Laws that I am the Claimant (duly authorized agent for Claimant) making the within Claim; and that this Account, Claim or Demand is just

Denise Warren

Signature of Claimant or Agent

12/19/2023

Date Signed _____

**TO BE CERTIFIED BY
DEPARTMENT HEAD**

DEPARTMENT HEAD

I hereby certify that the above is a just and true charge, and that no part thereof has been previously reported, and approve same for payment.

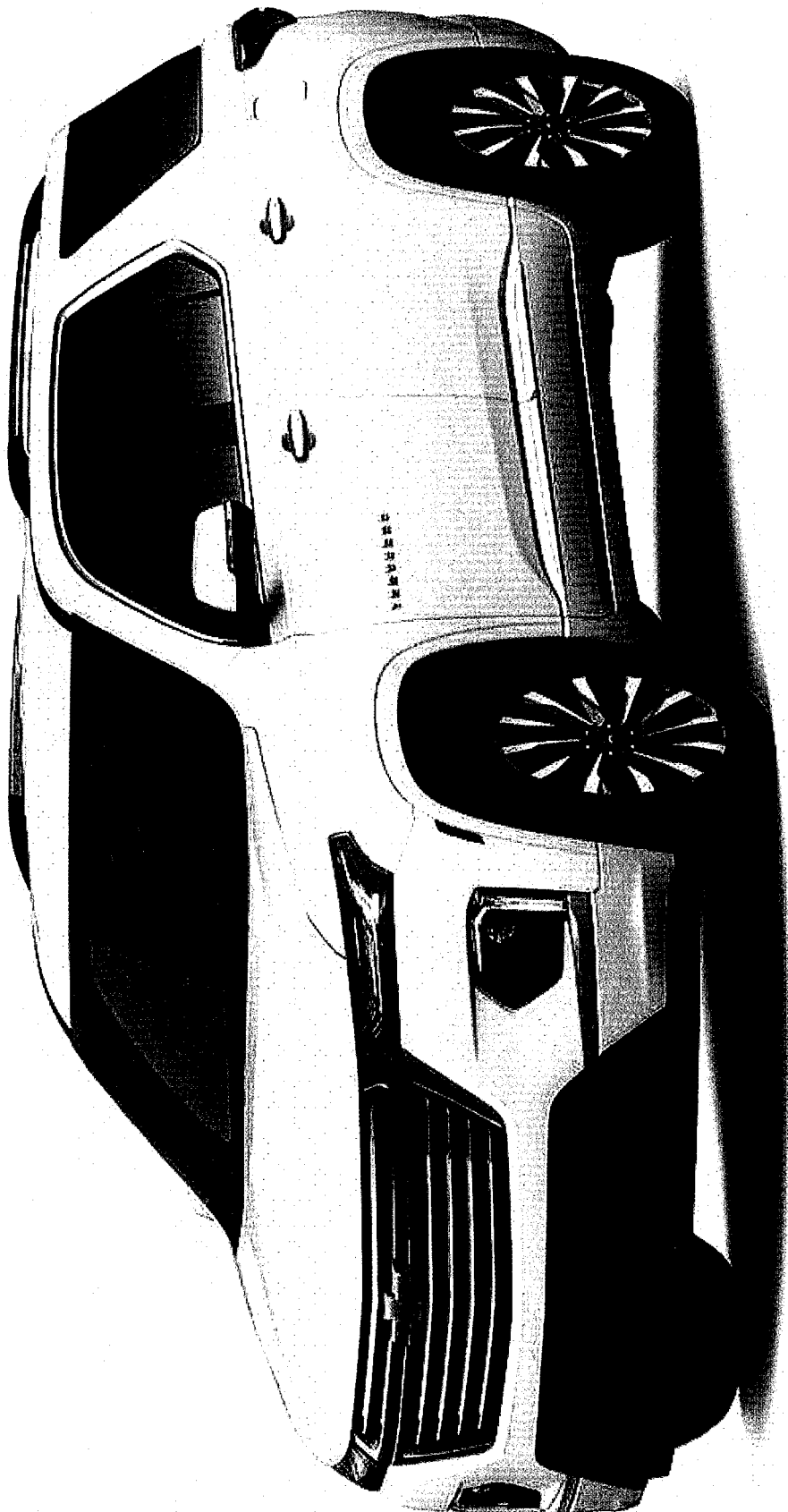
Signature of Department Head

Title	Date
-------	------

Date _____

Administrator/Board Member Approved

[illegible]



BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 01-24-1C

Notice of Annual Highway Construction Advertisements

WHEREAS, it has become available and a widely accepted practice that advertisements for bids for highway construction be placed online in place of the traditional printed media;

WHEREAS, the County of Becker maintains a public web page suitable for public advertising,

WHEREAS, the Minnesota Department of Transportation maintains a public web page offering a common location for all Minnesota Counties to advertise,

WHEREAS, MN Stat, Sec 331A.12 requires publication in the local legal paper stating the intent to use the internet as its primary posting location each year,

NOW THEREFORE BE IT RESOLVED: That the Becker County Board of Commissioners hereby authorizes the County Engineer to advertise as follows:

- Initial advertisements in the Detroit Lakes Tribune stating the intent to utilize internet advertising
- All highway construction advertising for 2024 will be placed on the official Becker County web page and on the MNDOT site www.dot.state.mn.us/stateaid using the EAdvert link.

Duly adopted at Detroit Lakes, MN this 2nd day of January 2024.

ATTEST:

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

/s/ Pat Oman

Pat Oman
County Administrator

/s/ _____
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 January 2, 2024, as recorded in the record of proceedings.

Pat Oman
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 01-24-1H

COOPERATIVE AGREEMENT WITH STATE OF MINNESOTA DNR

IT IS RESOLVED, that Becker County enters into a Cooperative Agreement with the State of Minnesota Department of Natural Resources for the following purposes:

Define the rights and obligations of the parties with respect to the final engineering, design and development of the required construction plans and specifications of the Heartland State Trail between Becker County CSAH 10 and the City of Frazee, which are described in the agreement, and a copy of which was before the Board.

IT IS FURTHER RESOLVED, that the Chairperson of the County Board of Commissioners and the County Administrator are hereby authorized and directed, on behalf of Becker County, to execute the agreement.

Duly adopted this 2nd day of January 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Pat Oman

Pat Oman
County Administrator

/s/ _____
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 January 2, 2024, as recorded in the record of proceedings.

Pat Oman
County Administrator



HEARTLAND STATE TRAIL
FINAL ENGINEERING AND DESIGN COOPERATIVE AGREEMENT
BECKER COUNTY CSAH 10 to TH87 / FRAZEE TRAIL SEGMENT
BETWEEN
THE STATE OF MINNESOTA AND THE COUNTY OF BECKER

This agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the “State”, and the County of Becker, hereinafter referred to as the “County.”

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 85.015, subd 12, to establish, develop, operate and maintain the Heartland State Trail; and

WHEREAS, the State and the County are authorized under Minnesota Statutes Section 471.59, to enter into agreements to jointly or cooperatively exercise common power; and

WHEREAS, the State has been provided funding by the 2020 Minnesota Legislature for the engineering, design and construction of the Heartland State Trail between the trails current terminus at Becker County CSAH 10 and TH87 on the southern limits of the City of Frazee; and

WHEREAS, the State and the County have determined that the development of the Heartland State Trail extending between the Becker County CSAH 10 and Frazee, and herein after referred to as the “Trail”, as shown in the map attached and incorporated into this agreement as **Exhibit A** is of high priority; and

WHEREAS, the State and the County have previously cooperatively developed the preliminary plans and specifications under the terms of a previous Cooperative Agreement which is attached and incorporated into this agreement as **Exhibit B**; and

WHEREAS, the County has prepared preliminary plans and specifications for the Trail, which have been approved by the State, and are attached and incorporated into this agreement as **Exhibit C**; and

WHEREAS, the County is prepared to be the lead agency in the completion of the final engineering, design and the development of the required construction plans and specifications necessary for the development of the Trail as identified in **Exhibit C**; and

WHEREAS, the State is willing to permit the County to be the lead agency in the completion of the final engineering and the development of the required construction plans and specifications necessary for the development of the Trail as identified in **Exhibit C**; and

WHEREAS, the final engineering, design, plans and specifications for the Trail as developed by the County shall meet all applicable requirements of the Americans with Disabilities Act (ADA) be subject to review and shall be approval by the State; and

WHEREAS, the construction of the Trail, as represented in the final plans and specifications as developed by the County and approved by the State, shall be the sole responsibility of the State; and

WHEREAS, upon completion, the administration, operations and maintenance of the Trail shall be the sole responsibility of the State; and

WHEREAS, a resolution or copy of the County Board meeting minutes authorizing the County to enter into this agreement is attached and incorporated into this agreement as **Exhibit D**; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

- a. The State shall provide technical and funding assistance with the development of the final engineering design, plans and specifications for the Trail and associated improvements to be developed by the County. This funding shall be limited to the project specific County expenses directly related to the design, engineering and the development of the final plans and specifications required for the construction of the Trail. The design for the Trail shall meet the applicable requirements of the ADA.
- b. The State shall be solely responsible for all coordination and consultation with the MNDOT regarding the Trails alignment, and Minnesota Department of Transportation (MNDOT) review and comments regarding the final engineering, design, plans and specifications for the Trail. MNDOT comments shall be incorporated into the final plans and specifications as requested.
- c. The State shall be permitted to review and approve the final engineering, design, plans and specifications for the Trail as developed by the County.
- d. State approval and comment on County developed final engineering, design, plans and specifications for the Trail will be provided to the County by the State's designated Project Contact and/or Project Engineer.
- e. The State shall be permitted to review and approve any subcontract for the completion of the final engineering, design, plans and specifications for the Trail proposed by the County. Written approval and concurrence to award a contract will be provided to the County by the State's designated Project Contact.
- f. The State shall secure all permits required for the engineering, design and future construction of the Trail within the right-of-way of TH10, property owned and administered by MNDOT.
- g. The State shall permit the County to review and approve any modifications/revisions to the State Trail and associated improvements proposed by the State during the term of this Agreement.
- h. Upon completion and approval of the final plans and specifications for the Trail as completed by the County, the State shall be solely responsible for the construction, operations, administration and maintenance of the Trail, as a portion of the Heartland State Trail as established.
- i. Upon completion of the final plans and specifications the Trail, the State and the County shall develop a separate agreement to permit the County to administer the construction of the Trail.

II. COUNTY'S DUTIES AND RESPONSIBILITIES

- a. The County shall complete the final engineering, design and plans and specifications for the Trail and associated improvements defined in the preliminary plans represented in **Exhibit C**. The final engineering, design, plans and specifications for the Trail and associated improvements shall be completed under the supervision of a professional engineer registered in the State of Minnesota. The final plans and specifications shall be provided in a format specified by the State.
- b. The County may subcontract for the services and expertise as necessary or required to complete the plans and specifications for the Trail, subject to the written approval by the State's designated Project Contact and/or Project Engineer.

- c. The Final engineering plans and specifications for the Trail and associated improvements as developed by the County shall meet the applicable requirements of the ADA.
- d. The County shall permit the State to review and approve the plans and specifications for the Trail and associated improvements as developed by the County.
- e. The County shall permit the State to review and approve any revision to or alterations of the State Trail and associated improvements as proposed by the County during the term of this Agreement.
- f. The County shall approve and implement the State's requested changes and revisions to the final engineering plans and specifications for the Trail.
- g. Upon completion of the final plans and specifications the Trail, the State and the County shall develop a separate agreement to permit the County to administer the construction of the Trail.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (a) above, however, the total obligation of the State for the construction of the facility under Article I (a), as referenced in the Plan, is not to exceed **\$100,000.00**. The obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

- a. *Effective Date:* December 30, 2023, **or the State obtains all required signatures** under Minnesota Statutes Section 16C.05, Subdivision 2, **whichever is later**.
- b. *Expiration Date:* **December 30, 2025**, or when all obligations under Article II (a)(b)(c)(d)(e)(f)(g)(h)(i) has been satisfactorily fulfilled, whichever occurs first. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

The State shall provide funding for its responsibilities under Article I (b)(c)(d)(e)(f)(g)(h)(i) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will encumbered.

Reimbursement of eligible costs will be due within thirty (30) days of the County's presentation of invoices for services performed and acceptance of such services by the State's Project Contact. The County will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

The County may seek reimbursement of all final Trail engineering, design and the development of final plans and specifications as eligible costs from the State.

IV. TERM

- a. *Effective Date:* **December 30, 2023** or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. The County shall not begin work under this Agreement until it is fully executed and the County has been notified by the State's authorized representative to begin the work.
- b. *Expiration Date:* **December 30, 2025** for a period of two (2) years except as otherwise provided herein or agreed to in writing by both parties. The agreement can be extended with a written amendment as agreed upon and signed by both parties.

V. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The County's liability shall be governed by Minnesota Statutes Sections 466.01 - 466.15, and other applicable law.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the County relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six (6) years from the end of this agreement.

VII. ANTITRUST

The County hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota

VIII. FORCE MAJEURE

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

IX. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article III, upon thirty (30) days written notice to the County.

This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this agreement. The State will notify the County by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the County shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the County notice of lack of funding within a reasonable time of the State's receiving that notice.

This Agreement may also be cancelled by the County with cause prior to the construction of the State Trail and/or associated improvements and upon thirty (30) days written notice to the State.

X. GOVERNMENT DATA PRACTICES

The County and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the County or the State.

XI. PUBLICITY AND ELECTRONIC ACCESSIBILITY

Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the County individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement.

All publicity shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of

Minnesota guidelines for creating accessible electronic documents can be found at the following URL: <https://mn.gov/mnit/programs/accessibility/>.

XII. COMPLETE AGREEMENT

This agreement contains all negotiations and agreements between the State and the County. No other understanding regarding this agreement, whether written or oral, may be used to bind either party. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XIII AUTHORIZED REPRESENTATIVES

Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, or by email to:

The State's Authorized Representative is David Schotzko, Parks and Trails Division Area (1A) Supervisor, Minnesota Department of Natural Resources, 3296 State Park Road NE, Bemidji, MN 56601, 218-766-7529, david.schotzko@state.mn.us or his/her successor.

The County's Authorized Representative is Pat Oman, Administrator, Becker County, 915 Lake Ave, Detroit Lakes, MN 56501, 218-846-7201, pat.oman@co.Becker.mn.us or his/her successor.

[The Balance OF This Page is Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

COUNTY OF BECKER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

COUNTY OF BECKER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(Effective Date)

STATE ENCUMBERANCE VERIFICATION

Individual certifies that funds have been encumbered as req. by Minn. Stat. 16A.15 and 16C.05.

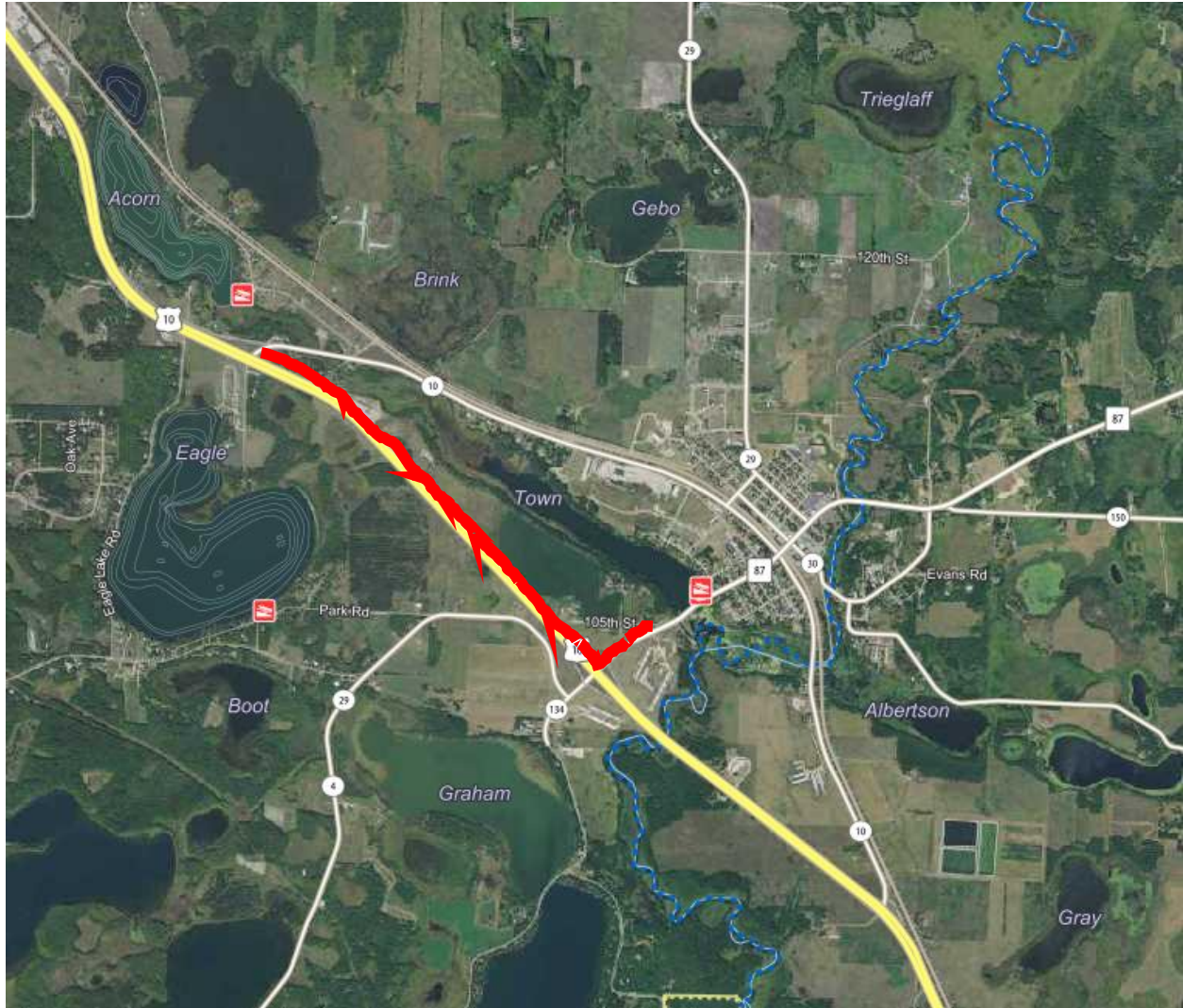
Signed: _____

Date: _____

Contract: 240885/PO# 3000245057

Exhibit A:

Heartland State Trail – Location of proposed Becker Co. CSAH 10 to TH87 Segment.



**HEARTLAND STATE TRAIL
STATE TRAIL CORRIDOR ENGINEERING AND DESIGN
BECKER COUNTY CSAH 10 TO FRAZEE AT TH87 TRAIL SEGMENT
COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF MINNESOTA AND THE COUNTY OF BECKER**

This Agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State" and the County of Becker hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 85.012, Subd. 12, to establish, develop, maintain and operate the Heartland State Trail; and

WHEREAS, the State and the County are authorized under Minnesota Statutes Section 471.59 to enter into agreements to jointly or cooperatively exercise common powers; and

WHEREAS, the State and the County have previously cooperated on the establishment and development of the segments of the Heartland State Trail; and

WHEREAS, the State has been provided funding by the 2020 Minnesota Legislature for the engineering, design and construction of the Heartland State Trail between the trails current terminus at Becker County CSAH 10 and TH87 on the southern limits of the City of Frazee; and

WHEREAS, the State and the County have determined that the development of the Heartland State Trail extending between the Becker County CSAH 10 and Frazee, and herein after referred to as the "Trail", as shown in the map attached and incorporated into this agreement as Exhibit A is of high priority; and

WHEREAS, the State shall secure all permits required for the engineering, design and future construction of the Trail within the right-of-way of TH10, property owned and administered by the Minnesota Department of Transportation (MNDOT) as shown in Exhibit A; and

WHEREAS, the County is prepared to be the lead agency in the completion of the necessary surveys, conceptual, preliminary and final engineering and design for the Trail as identified in Exhibit A; and

WHEREAS, the State is willing to allow the County to be the lead agency in the completion of the necessary surveys, conceptual, preliminary and final engineering and design for the Trail as hereinafter set forth; and

WHEREAS, the conceptual, preliminary and final design and engineering for the Trail as developed by the County shall be subject to review and approval by the State; and

WHEREAS, the construction of the Trail, as represented in the final plans and specifications for the Trail as developed by the County and approved by the State, shall be the sole responsibility of the State; and

WHEREAS, upon the development of the Trail, the State shall be solely responsible for the administration, operations and maintenance of the Trail or Trail Segment; and

WHEREAS, a resolution or copy of the County Board meeting minutes authorizing the County to enter into this agreement is attached hereto as Exhibit B; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

Heartland State Trail/CSAH10 to TH87 1
County of Becker
DNR P&T 11/24/2020

- a. The State shall provide technical and funding assistance with the required surveys, conceptual corridor design and the preliminary and final engineering for the Trail as defined in **Exhibit A** as provided by the County. This funding shall be limited to the project specific County expenses directly related to the design and engineering of the Trail. The Trail design shall meet ADA requirements.
- b. The State shall be solely responsible for all coordination and consultation with the MNDOT regarding the Trails alignment, and MNDOT review and comments on the conceptual corridor design and the preliminary and final engineering plans and specifications for the Trail.
- c. The State shall be permitted to review and approve the conceptual corridor design and the preliminary and final engineering plans and specifications for the Trail as prepared by the County.
- d. State approval and comment on County developed alignments and conceptual corridor design and preliminary and final engineering plans and specifications for the Trail will be provided to the County by the State's designated Project Contact and/or Project Engineer.
- e. The State shall be permitted to review and approve any subcontract of the survey, conceptual corridor design and the preliminary and final engineering for the Trail proposed by the County. Written approval and concurrence to award a contract will be provided to the County by the State's designated Project Contact.
- f. Upon completion of the conceptual design and the preliminary engineering for the Trail by the County, the State shall be solely responsible for the acquisition of any property required for the construction of the Trail as designed by the County.
- g. The State shall approve proceeding with the final engineering plans and specifications for the Trail only upon the acquisition of any private lands required for the construction of the Trails as designed by the County.
- h. The State shall secure all permits required for the engineering, design and future construction of the Trail within the right-of-way of TH10, property owned and administered by the Minnesota Department of Transportation as shown in the map attached and incorporated into this agreement as
- i. Upon completion and approval of the final plans and specifications for the Trail as completed by the County, the State shall be solely responsible for the construction, operations, administration and maintenance of the Trail, as a portion of the Heartland State Trail as established.

II. COUNTY'S DUTIES AND RESPONSIBILITIES

- a. The County shall complete the necessary surveys, conceptual corridor design and the preliminary and final engineering for the Trail, as defined in **Exhibit A**. The conceptual design and preliminary and final engineering plans and specifications for the Trail shall be completed under the supervision of a professional engineer registered in the State of Minnesota. The preliminary and final engineering plans and specifications shall be provided in a format specified by the State.
- b. The County may subcontract for the services and expertise as necessary or required to complete the terms of this agreement, subject to the written approval by the State's designated Project Contact and/or Project Engineer.
- c. The conceptual corridor design and preliminary and final engineering plans and specifications for the Trail as developed by the County shall meet ADA requirements and shall be approved by the State.
- d. The County shall allow the State to review and approve the proposed alignment, conceptual corridor design and preliminary and final engineering plans and specifications for the Trail as prepared by the County. The State's written comments and approval will be provided to the County by the State's designated Project Contact and/or Project Engineer.

- e. The County shall approve and implement the State's requested changes and revisions to the conceptual corridor design and the preliminary and final engineering plans and specifications for the Trail.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (a) above, however, the total obligation of the State for the engineering and design under Article I (a) is not to exceed **\$200,000.00**. The obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

- a. *Effective Date:* January 1, 2021, **or the State obtains all required signatures** under Minnesota Statutes Section 16C.05, Subdivision 2, **whichever is later**.
- b. *Expiration Date:* **January 1, 2022**, or when all obligations under Article II (a)(b)(c)(d)(e) has been satisfactorily fulfilled, whichever occurs first. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

The State shall provide funding for its responsibilities under Article I (b)(c)(d)(e)(f)(g)(h)(i) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered.

Reimbursement of eligible costs will be due within thirty (30) days of the County's presentation of invoices for services performed and acceptance of such services by the State's Project Contact. The County will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law. The County may seek reimbursement of all State Trail survey, engineering and design related eligible costs from the State.

IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The County's liability shall be governed by Minnesota Statutes Sections 466.01-466.15, and other applicable law.

V. TERM

- a. *Effective Date:* **January 1, 2021, or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later**. The County shall not begin work under this Agreement until it is fully executed and the County has been notified by the State's authorized representative to begin the work.
- b. *Expiration Date:* **January 1, 2022**, for a period of one (1) year except as otherwise provided herein or agreed to in writing by both parties.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the County relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this agreement.

VII. ANTITRUST

The County hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. CANCELLATION

This Agreement may be cancelled by the State at any time with or without cause or as necessary as provided in

Article III, upon thirty (30) days written notice to the County. This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this agreement. The State will notify the County by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the County shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the County notice of lack of funding within a reasonable time of the State's receiving that notice.

This Agreement may also be cancelled by the County at any time with or without cause upon thirty (30) days written notice to the State.

IX. GOVERNMENT DATA PRACTICES

The County and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the County or the State.

X. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the County individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement. All publicity shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: <https://mn.gov/mnit/programs/accessibility/>.

XI. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire agreement between the parties. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XII. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

The State

Minnesota Department of Natural Resources
Parks & Trails Division Area (1A) Supervisor
3296 State Park Road NE
Bemidji, MN 56601

The County

County of Becker
County Administrator
915 Lake Avenue
Detroit Lakes, MN 56501

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IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

By: Linda Erickson-Eastwood
3694054445D1471...

Title: Division and Fiscal Services Unit Manager

Date: January 15, 2021

COUNTY OF BECKER

By: [Signature]

Title: Chair

Date: 1-5-2021

DEPARTMENT OF ADMINISTRATION
Delegation of Powers Management Division

By: Sara Friedland
9879A511B468482...

Title: AMS

Date: January 19, 2021

(Effective Date)

COUNTY OF BECKER

By: [Signature]

Title: County Administrator

Date: 1-5-21

69959

STATE ENCUMBERANCE VERIFICATION

Individual certifies that funds have been encumbered as req.
by Minn. Stat. 16A.15 and 16C.05.

Signed:

Karen Potvin

Digitally signed by Karen
Potvin

Date:

Date: 2021.01.05 07:29:15
-06'00'

Contract:

187272/PO# 3000181895

Exhibit A:
Heartland State Trail - Location of proposed Becker Co.
CSAH 10 to TH87 Segment.

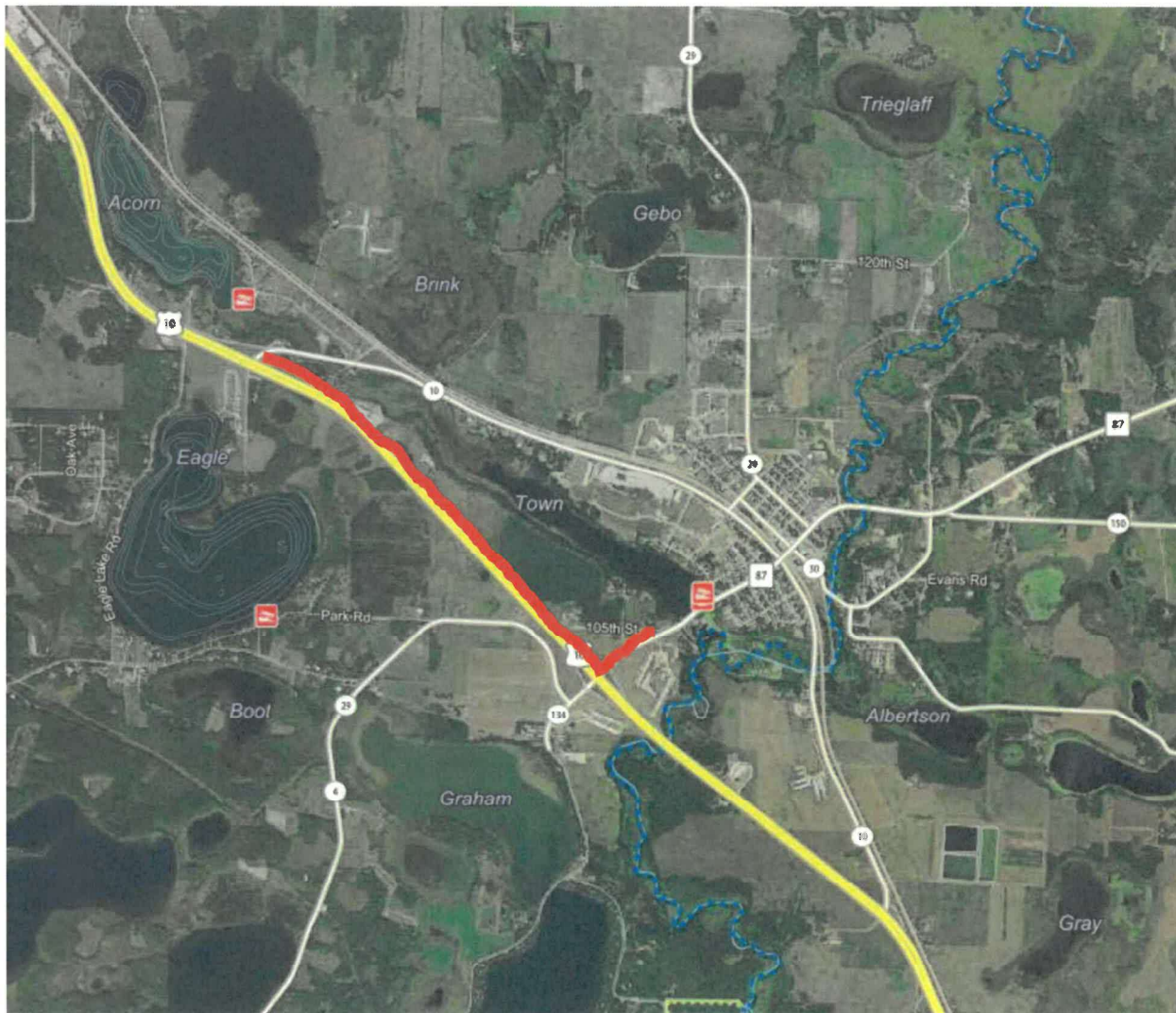
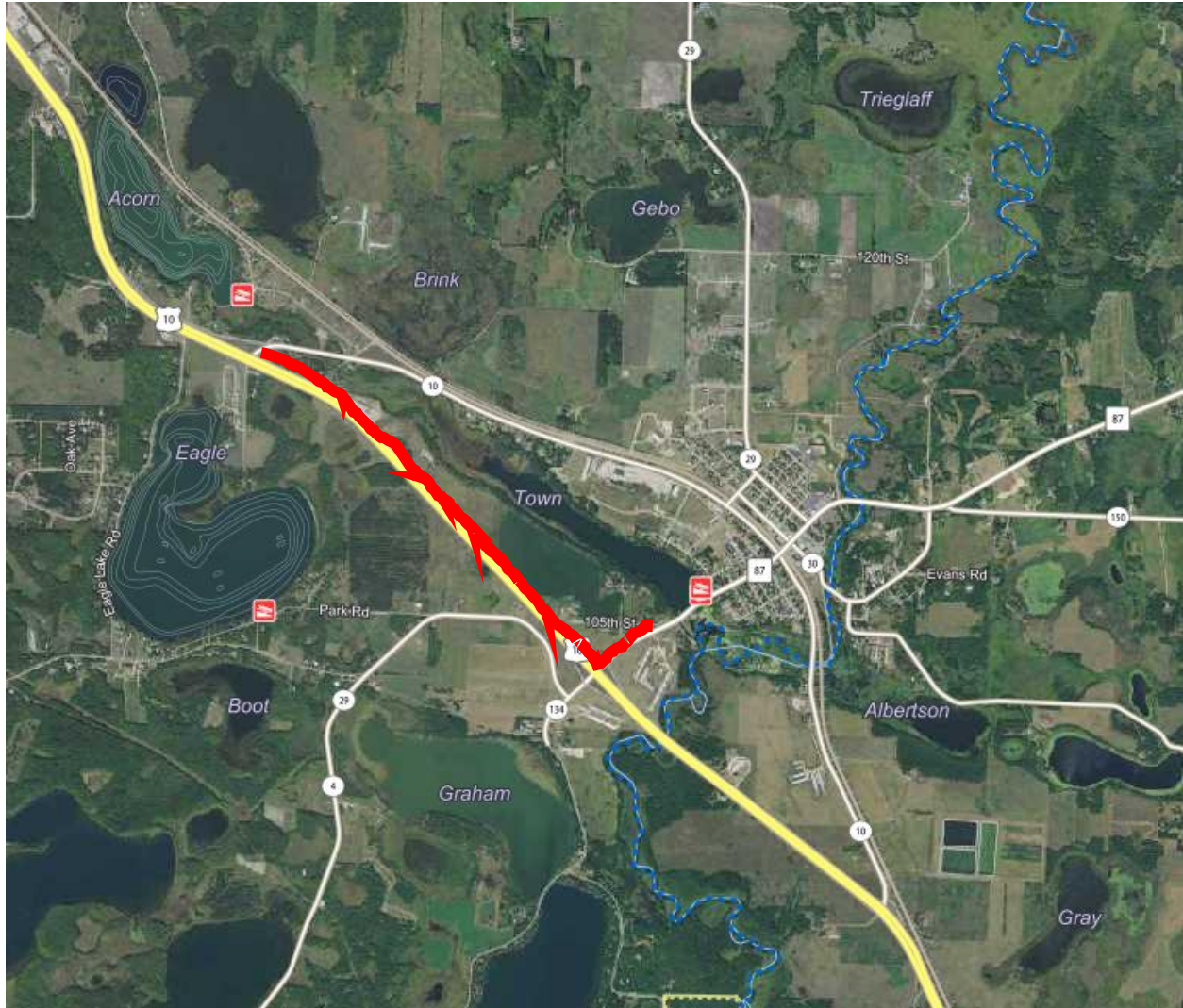


Exhibit A:

Heartland State Trail – Location of proposed Becker Co. CSAH 10 to TH87 Segment.



**HEARTLAND STATE TRAIL
STATE TRAIL CORRIDOR ENGINEERING AND DESIGN
BECKER COUNTY CSAH 10 TO FRAZEE AT TH87 TRAIL SEGMENT
COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF MINNESOTA AND THE COUNTY OF BECKER**

This Agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State" and the County of Becker hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 85.012, Subd. 12, to establish, develop, maintain and operate the Heartland State Trail; and

WHEREAS, the State and the County are authorized under Minnesota Statutes Section 471.59 to enter into agreements to jointly or cooperatively exercise common powers; and

WHEREAS, the State and the County have previously cooperated on the establishment and development of the segments of the Heartland State Trail; and

WHEREAS, the State has been provided funding by the 2020 Minnesota Legislature for the engineering, design and construction of the Heartland State Trail between the trails current terminus at Becker County CSAH 10 and TH87 on the southern limits of the City of Frazee; and

WHEREAS, the State and the County have determined that the development of the Heartland State Trail extending between the Becker County CSAH 10 and Frazee, and herein after referred to as the "Trail", as shown in the map attached and incorporated into this agreement as Exhibit A is of high priority; and

WHEREAS, the State shall secure all permits required for the engineering, design and future construction of the Trail within the right-of-way of TH10, property owned and administered by the Minnesota Department of Transportation (MNDOT) as shown in Exhibit A; and

WHEREAS, the County is prepared to be the lead agency in the completion of the necessary surveys, conceptual, preliminary and final engineering and design for the Trail as identified in Exhibit A; and

WHEREAS, the State is willing to allow the County to be the lead agency in the completion of the necessary surveys, conceptual, preliminary and final engineering and design for the Trail as hereinafter set forth; and

WHEREAS, the conceptual, preliminary and final design and engineering for the Trail as developed by the County shall be subject to review and approval by the State; and

WHEREAS, the construction of the Trail, as represented in the final plans and specifications for the Trail as developed by the County and approved by the State, shall be the sole responsibility of the State; and

WHEREAS, upon the development of the Trail, the State shall be solely responsible for the administration, operations and maintenance of the Trail or Trail Segment; and

WHEREAS, a resolution or copy of the County Board meeting minutes authorizing the County to enter into this agreement is attached hereto as Exhibit B; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

Heartland State Trail/CSAH10 to TH87 1
County of Becker
DNR P&T 11/24/2020

- a. The State shall provide technical and funding assistance with the required surveys, conceptual corridor design and the preliminary and final engineering for the Trail as defined in Exhibit A as provided by the County. This funding shall be limited to the project specific County expenses directly related to the design and engineering of the Trail. The Trail design shall meet ADA requirements.
- b. The State shall be solely responsible for all coordination and consultation with the MNDOT regarding the Trails alignment, and MNDOT review and comments on the conceptual corridor design and the preliminary and final engineering plans and specifications for the Trail.
- c. The State shall be permitted to review and approve the conceptual corridor design and the preliminary and final engineering plans and specifications for the Trail as prepared by the County.
- d. State approval and comment on County developed alignments and conceptual corridor design and preliminary and final engineering plans and specifications for the Trail will be provided to the County by the State's designated Project Contact and/or Project Engineer.
- e. The State shall be permitted to review and approve any subcontract of the survey, conceptual corridor design and the preliminary and final engineering for the Trail proposed by the County. Written approval and concurrence to award a contract will be provided to the County by the State's designated Project Contact.
- f. Upon completion of the conceptual design and the preliminary engineering for the Trail by the County, the State shall be solely responsible for the acquisition of any property required for the construction of the Trail as designed by the County.
- g. The State shall approve proceeding with the final engineering plans and specifications for the Trail only upon the acquisition of any private lands required for the construction of the Trails as designed by the County.
- h. The State shall secure all permits required for the engineering, design and future construction of the Trail within the right-of-way of TH10, property owned and administered by the Minnesota Department of Transportation as shown in the map attached and incorporated into this agreement as
- i. Upon completion and approval of the final plans and specifications for the Trail as completed by the County, the State shall be solely responsible for the construction, operations, administration and maintenance of the Trail, as a portion of the Heartland State Trail as established.

II. COUNTY'S DUTIES AND RESPONSIBILITIES

- a. The County shall complete the necessary surveys, conceptual corridor design and the preliminary and final engineering for the Trail, as defined in Exhibit A. The conceptual design and preliminary and final engineering plans and specifications for the Trail shall be completed under the supervision of a professional engineer registered in the State of Minnesota. The preliminary and final engineering plans and specifications shall be provided in a format specified by the State.
- b. The County may subcontract for the services and expertise as necessary or required to complete the terms of this agreement, subject to the written approval by the State's designated Project Contact and/or Project Engineer.
- c. The conceptual corridor design and preliminary and final engineering plans and specifications for the Trail as developed by the County shall meet ADA requirements and shall be approved by the State.
- d. The County shall allow the State to review and approve the proposed alignment, conceptual corridor design and preliminary and final engineering plans and specifications for the Trail as prepared by the County. The State's written comments and approval will be provided to the County by the State's designated Project Contact and/or Project Engineer.

- e. The County shall approve and implement the State's requested changes and revisions to the conceptual corridor design and the preliminary and final engineering plans and specifications for the Trail.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (a) above, however, the total obligation of the State for the engineering and design under Article I (a) is not to exceed **\$200,000.00**. The obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

- a. *Effective Date:* January 1, 2021, **or the State obtains all required signatures** under Minnesota Statutes Section 16C.05, Subdivision 2, **whichever is later**.
- b. *Expiration Date:* **January 1, 2022**, or when all obligations under Article II (a)(b)(c)(d)(e) has been satisfactorily fulfilled, whichever occurs first. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

The State shall provide funding for its responsibilities under Article I (b)(c)(d)(e)(f)(g)(h)(i) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered.

Reimbursement of eligible costs will be due within thirty (30) days of the County's presentation of invoices for services performed and acceptance of such services by the State's Project Contact. The County will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law. The County may seek reimbursement of all State Trail survey, engineering and design related eligible costs from the State.

IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The County's liability shall be governed by Minnesota Statutes Sections 466.01-466.15, and other applicable law.

V. TERM

- a. *Effective Date:* **January 1, 2021, or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later**. The County shall not begin work under this Agreement until it is fully executed and the County has been notified by the State's authorized representative to begin the work.
- b. *Expiration Date:* **January 1, 2022**, for a period of one (1) year except as otherwise provided herein or agreed to in writing by both parties.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the County relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this agreement.

VII. ANTITRUST

The County hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. CANCELLATION

This Agreement may be cancelled by the State at any time with or without cause or as necessary as provided in

Article III, upon thirty (30) days written notice to the County. This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this agreement. The State will notify the County by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the County shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the County notice of lack of funding within a reasonable time of the State's receiving that notice.

This Agreement may also be cancelled by the County at any time with or without cause upon thirty (30) days written notice to the State.

IX. GOVERNMENT DATA PRACTICES

The County and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the County or the State.

X. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the County individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement. All publicity shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: <https://mn.gov/mnit/programs/accessibility/>.

XI. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire agreement between the parties. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XII. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

The State
Minnesota Department of Natural Resources
Parks & Trails Division Area (1A) Supervisor
3296 State Park Road NE
Bemidji, MN 56601

The County
County of Becker
County Administrator
915 Lake Avenue
Detroit Lakes, MN 56501

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IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

By: Linda Erickson-Eastwood
3694054445D1471...

Title: Division and Fiscal Services Unit Manager

Date: January 15, 2021

COUNTY OF BECKER

By: [Signature]

Title: Chair

Date: 1-5-2021

DEPARTMENT OF ADMINISTRATION
Delegation of Authority

By: Sara Friedland
9879A511B468482...

Title: AMS

Date: January 19, 2021

(Effective Date)

COUNTY OF BECKER

By: [Signature]

Title: County Administrator

Date: 1-5-21

69959

STATE ENCUMBERANCE VERIFICATION

Individual certifies that funds have been encumbered as req.
by Minn. Stat. 16A.15 and 16C.05.

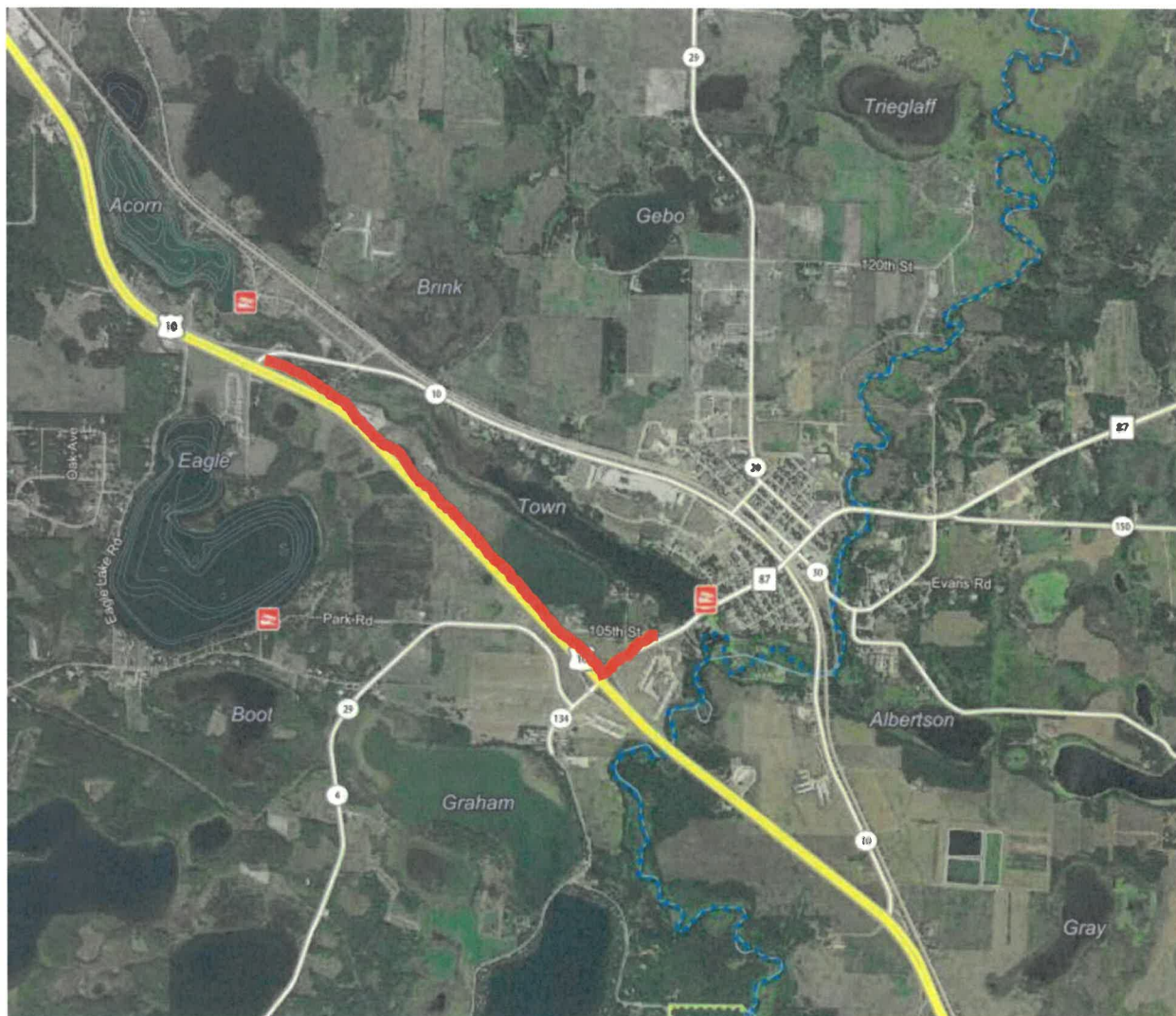
Signed:

Karen Potvin
Digitally signed by Karen
Potvin
Date: 2021.01.05 07:29:15
-06'00'

Date:

Contract: 187272/PO# 3000181895

Exhibit A:
Heartland State Trail - Location of proposed Becker Co.
CSAH 10 to TH87 Segment.





2024 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT
GRANT CONTRACT AGREEMENT
ENCUMBRANCE WORKSHEET

Contract #: 240841

PO #: 3-245059

State Accounting Information

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2024	Source Type REIMB	Vendor Number 0000197276-001
Total Amount \$67,198.00	Project ID R29G70CBLA22	Billing Location R297000221	UEI U5B8JWSKDB5	

Accounting Distribution

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Amount \$67,198.00	Activity A7CG002
Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Amount \$0.00	Activity A7CG004

Grant Begin Date October 25, 2023	Grant End Date August 1, 2024
--------------------------------------	----------------------------------

Grantee Name and Address:

Becker County Sheriff's Office
925 Lake Avenue
Detroit Lakes, MN 56501

Payment Address:
(where DNR sends the check)

Becker Co. Treasurer
915 Lake Ave.
Detroit Lakes, MN 56501

2024 STATE OF MINNESOTA FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Becker County Sheriff's Office, 925 Lake Avenue, Detroit Lakes, MN 56501 (DUNS U5B8JWHSKDB5) ("Grantee"). The payment address for this grant agreement is Becker Co. Treasurer, 915 Lake Ave., Detroit Lakes, MN 56501.

Recitals

1. Under Minnesota Statute [§84.026](#), [§86B.101](#) and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State received a federal award of \$67,198.00 on October 25, 2023 for the Federal Boating Safety Supplemental Equipment Grant. This grant contract agreement is a non-research and non-developmental grant.
2. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of the specific items for recreational boating safety.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** January 1, 2024, Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** August 1, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant contract agreement as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1). Grantee will be reimbursed, as specified in Exhibit A which is attached and incorporated into this grant contract agreement, for the purchase of the items noted there. The Grantee will submit to the State the required documents noted in Exhibit A which is attached and incorporated into this grant contract agreement. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of the specific items for recreational boating safety noted in Exhibit A which is attached and incorporated into this grant contract agreement. See Exhibit A which is attached and incorporated into this grant contract agreement for life jacket wear policy requirement and allowable expenditures specific to this grant. See Exhibit B which is attached and incorporated into this grant contract agreement for specific federal requirements that affect this grant contract agreement. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract agreement. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

Reporting Requirements: The Grantee is bound to financial and performance requirements as noted in this grant contract agreement and Exhibit A which is attached and incorporated into this grant contract agreement.

3 Time

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

4 Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract agreement as follows:
 - (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant contract agreement up to Sixty seven thousand one hundred ninety eight.
 - (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed Sixty seven thousand one hundred ninety eight.
- 4.2 **Payment**
 - (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices shall be submitted timely in a form prescribed by the State within the dates previously noted in "Term of Grant Contract Agreement" in this grant contract agreement. Invoice procedures are specified in Exhibit A which is attached and incorporated into this grant contract agreement.

- (b) **Federal funds.** Payments under this grant contract agreement will be made from federal funds obtained by the State through the U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110. See Exhibit B which is attached and incorporated into this grant contract agreement for specific federal requirements that affect this grant contract agreement. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5 **Conditions of Payment**

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

6 **Authorized Representative**

The State's Authorized Representative is Adam Block, Boating Law Administrator, Enforcement Division, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, adam.block@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Todd Glander, Becker County Sheriff's Office, 925 Lake Avenue, Detroit Lakes, MN 56501 or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant Contract Agreement Complete**

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Contract Agreement Complete.** This grant contract agreement, including Exhibits A and B which are attached and incorporated into this grant contract agreement, contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 **Liability**

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

9 **Audits (State and Single)**

Under Minn. Stat. §16B.98, Subd. 8 and 2 CFR 200.337, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

10 **Government Data Practices**

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

11 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

12 Non-Discrimination Requirements

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

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- (e) Any other applicable non-discrimination law(s).

13 Workers Compensation

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

14 Publicity and Endorsement

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

14.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

15 Governing Law, Jurisdiction, and Venue

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

16 Termination

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

16.2 **Termination for Cause.** The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

16.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract agreement if:

(a) Funding for grant from U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 is withdrawn.

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

- 17 **Data Disclosure**
Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.
- 18 **Invasive Species Prevention**
The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.
- If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.
- The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.
- 19 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**
19.1 The prospective lower tier participant certifies, by submission of this agreement, 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.
19.2 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 agreement.
- 20 **Whistleblower Protection Rights**
41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection
(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).
(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.
- 21 **Indirect Cost Rate**
The federal indirect cost rate for the State's federal award is _____. The Grantee's indirect cost rate is _____% for this sub-award agreement.
- 22 **Subcontractors, Contracting, and Bidding Requirements**
(a) The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with [Title 2 Code of Federal Regulations \(CFR\) 200.317](#) and [200.322](#) (if applicable-both apply to state entities only) as well as 2 CFR 200.318-321, and 2 CFR 200.323-326.
(b) Per [Minnesota Statute 471.345](#), grantees that are municipalities as defined in Subd. 1 must follow that Uniform Municipal Contracting Law if contraction funds from this grant contract agreement.
(c) The grantee must not contract with vendors who are suspended or debarred in MN: [Link to Suspend/Debarred Vendor Report \(https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp\)](https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp)

Attachments:

- _____ A. Federal Grant Agreement
_____ B. Exhibit A
_____ C. Exhibit B
_____ D. Conflict of Interest Disclosure

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Statutes 16A.15 and 16B.98.

Signed: _____

Date: 12/19/2023

SWIFT Contract # 240841

Purchase Order # 3-245059

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

**2024 STATE OF MINNESOTA FEDERAL BOATING SAFETY
SUPPLEMENTAL EQUIPMENT GRANT CONTRACT AGREEMENT
(CFDA #97.012)**

1. The purpose of this grant is to provide supplementary funding to the Grantee, not exceeding the amount specified in Clause 4 of the grant contract agreement, to purchase the following specific equipment or other items that will be used for recreational boating safety activities:
 - Sea Born LX22 with a 250 HP Suzuki on a Venture Trailer*

** means trade-in or cost share by county*
*** means 25% county dive equipment cost share requirement*
2. The program shall begin on October 25, 2023 or date grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. The purchase, delivery and payment of approved items must be completed by August 1, 2024. An extension beyond that date for purchase, delivery and payment may be granted, if requested by the Grantee in writing to the State's representative. If approved by the State's representative, an amendment form is created which requires signatures by Grantee and State's representative. Requests submitted after August 1, 2024, that have not been granted an extension from the State, are not eligible for reimbursement and will become the Grantee's sole responsibility. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant.
3. The Grantee must first purchase the item as specified in this grant, follow any specific county purchasing procedures and pay for it from the Grantee's funds. The Grantee must then submit the following for reimbursement by the deadline noted in #2 above:
 - a. An invoice from the Grantee, dated no earlier than October 25, 2023 or date grant is fully executed and not later than August 1, 2024, with a description of all the item(s) being requested for reimbursement. The purchase/invoice deadline may be modified if an extension, as noted in clause #2 above, is granted and approved by the State's representative.
 - b. A copy of the invoice(s) from the vendor(s) showing the amount the Grantee actually paid, including shipping, sales tax and any setup costs.
 - c. If the item is valued over \$5,000, the Grantee's asset number(s) & equipment serial number(s) must also be included on the invoice.
 - d. All reimbursement requests must be sent to: kelly.affeldt@state.mn.us
4. County life jacket wear policy required for personnel working in boat and water. Policy must be submitted to State before DNR grant contract agreement approval.
5. Aids to navigation purchased through this grant must comply with the requirements in Minnesota Rule 6110.1500. Watercraft purchased through this grant must be registered with the State and display registration numbers and validation decals as noted in Minnesota Rule 6110.0100 - .0900.
6. The Grantee agrees that, when requested by the State, they will promptly complete an inventory on items purchased at a cost of more than \$5,000 and forward it to the State's representative.
7. The State will supply a special label that will need to be applied to each item of equipment that exceeds \$5,000. This label indicates that federal boating safety funds were used for all or a portion of the purchase.
8. Items purchased under this grant may not be sold, traded or disposed of without prior written permission and instructions from the State as to the disposition of the item(s), and any funds derived from their sale or

trade. The Grantee must promptly notify the State's representative if any item over \$5,000 purchased through this grant is lost or stolen.

9. By accepting this grant, the Grantee agrees, when requested, to accurately & promptly complete and return to the state any reports required by the State or the cognizant federal agency regarding activities, expenditures or accomplishments for the recreational boating safety program.
10. In any reference to this grant, it should be referred to as: "A federal boating safety sub grant through the Minnesota Department of Natural Resources."

**2024 FEDERAL ASSURANCES
NON-CONSTRUCTION PROGRAMS**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations." *(see below).
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**If the COUNTY (as defined on page 1 of this grant) expends more than \$500,000 in federal assistance per year, it agrees to have a program-specific or single audit made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 – "Audits of States, Local Governments and Non-Profit Organizations." Copies of the audit report are required to be sent to the following: 1) Office of the State Auditor – Single Audit Division, Suite 500, 525 Park Street, St. Paul, MN 55103, 2) Minnesota Department of Natural Resources, Internal Audit Section – Office of Management & Budget Services 500 Lafayette Road, St. Paul, MN 55155 and 3) The Federal Single Audit Clearinghouse located at: Bureau of the Census, Data Preparation Division, 1201 East 10th Street, Jeffersonville, IN 47132.*

Conflict of Interest Disclosure Form for Grantees

Conflict of Interest

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

Actual Conflict of Interest

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.

Potential Conflict of Interest

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Individual Conflict of Interest

A conflict of interest that may benefit an individual employee *or a* grant reviewer is any situation in which *their* judgment, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to *an immediate family member*, business, or organization with which they are involved.

Organizational Conflict of Interest

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency.

Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual or potential conflicts of interests by individual employees or our organization as a whole to the State's Authorized Representative.

Organization Name:

Project Name: 2024 MN DNR FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT GRANT

Legal Citation: Under Minnesota Statute [§84.026](#), [§86B.101](#) and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State is empowered to enter into this grant contract agreement.

Authorized Representative Printed Name:

Authorized Representative Signature/Date:

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 01-24-1G

**2024 STATE OF MINNESOTA FEDERAL BOATING SAFETY
SUPPLEMENTAL EQUIPMENT GRANT AGREEMENT**

WHEREAS, there is a need for a Boat & Water Safety Program in Becker County; and

WHEREAS, the Sheriff of each county is required to carry out the provisions of Chapter 86B and the Boat & Water Safety rules; and

WHEREAS, in connection with the Sheriff's duties, equipment is necessary to provide said provisions; and

WHEREAS, the federal equipment grant is fully awarded to include the purchase of a Sea Born LX22 patrol boat, the County will authorize purchase and commit to allocating \$20,000.00 toward said purchase and the proceeds of the sale of the current boat already authorized by DNR (estimated value is \$10,000.00 - \$15,000.00) of said patrol boat.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approve the Grant Agreement and authorize the Board Chair and the Becker County Administrator to sign on behalf of the County for an expenditure of up to \$20,000.00 for said equipment, as stated in the grant application. Terms of this agreement are from February 1, 2024 through August 1, 2024.

Duly adopted this 2nd day of January 2024, 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 January 2, 2024, as recorded in the record of proceedings.

Pat Oman
County Administrator

**Becker County Planning Commission
December 20th, 2023**

Members Present: Chairman David Blomseth, Jeff Moritz, Tom Disse, Kohl Skalin, County Commissioner Erica Jepson, Harvey Aho, Nick Bowers, Steve Lindow, Kim Mattson, Commissioner John Okeson, Craig Hall, Mary Seaberg, Tommy Ailie, and Zoning Director Kyle Vareberg. **Members Absent:** None

Chairman David Blomseth called the Planning Commission meeting to order at 6:00 pm. Introductions were given. Becker County Zoning Technician Nicole Bradbury recorded the minutes.

Harvey Aho made a motion to approve the minutes from the October 25th, 2023, meeting. Skalin second. All members in favor. Motion carried.

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

New Business:

1. **APPLICANT: Soo Pass Ranch Inc; Lake Sallie Homes, LLC** 900 Wayzata Blvd E Suite 130 Wayzata, MN 55391 **Project Location:** TBD Lake Ridge Ln Detroit Lakes, MN 56501 **LEGAL LAND DESCRIPTION:** Tax ID Number: **19.0320.000, 19.0338.002, 19.0338.001, and 19.1433.000** Sections 16 & 17 Township 138 Range 041; 16-138-41 GOVT LOT 5. GOVT LOT 6 LESS S 34.75'. LESS 1.06AC (PT 19-321-1).; PT GOVT LOT 1; BEG AT MOST WLY COR OUTLOT A OF LAKERIDGE PLAT TH N 24.56', NW 164.85' TO LK, SWLY AL LK 100', & E 200.62' AL N LN OF OUTLOT A TO POB.; N 600 FT OF LOT 1 EX .40 AC TR.; LAKERIDGE Block 001 OUTLOT A. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit for a Shoreland Conservation Subdivision consisting of sixteen (16) units.

Scott Walz with Meadowland Surveying presented the application. He explained that this would be a sixteen (16) unit common interest community. The developer hired an engineer to make sure a road and houses could get in there without massive amounts of dirt work or doing any damage to the bluff. He stated there will be sixteen (16) storage units, so each house will have a storage unit.

Because We Fest has their own septic system that is connected to the City of Detroit Lakes', they asked the city if they could connect this development to that as well. The City wants to do a feasibility analysis to ensure that the system can handle it, if so, they have no issues. If they are unable to connect, there would be a centralized septic system for the homes. Walz also stated that the city said there should be no reason they can't connect to the city water. If for some reason they couldn't, there would be a couple of shared wells put in. Walz commented that this went through the Tech Panel and there were no concerns.

47
48 Jepson asked about the geo-testing mentioned in the letter from the Pelican River Watershed.
49

50 Vareberg said that the Pelican River Watershed District (PRWD) suggested geo-testing, but it
51 was not required.
52

53 Bruce and Pam Paskey, neighbors, spoke and shared the history of their property and the
54 problems with the bluff. They shared their concerns that their property could be negatively
55 impacted by this development. They wanted to make sure the members were aware of the issues
56 with the bluff and said they don't think a thirty (30) foot setback on a bluff that is sinking is
57 enough.
58

59 Lindow asked when the slip with the bluff occurred.
60

61 Paskey said the major one was in 2015, but issues with the bluff started in 1995 when a neighbor
62 started shaving out the hill to move the road. They requested that a decision be delayed until soil
63 testing could be done, so they could know their property won't be affected.
64

65 Birch Burdick, President of the Melissa-Sallie Lake Association, spoke on behalf of lake
66 members who are concerned about changes to the lake. He said he is not there to oppose the
67 development but asked that they consider the recommendations of the PRWD letter. He also
68 mentioned PRWD had concerns with soil testing and an interest in a conservation easement
69 along the bluff. He thinks the easement would be a good idea to ensure that no one down the line
70 tries to develop it in a way that could endanger that area.
71

72 Brian Saunders, Lake View Township supervisor spoke regarding the road going into the
73 property as being a private road, and that the township wants it build to county specs before they
74 will take it over. He said Walz told him it would be a Class B County Road.
75

76 Okeson said Class C would also work in an area like that.
77

78 Okeson asked Walz if any soil borings have been done.
79

80 Walz said no. He stated that the bluff is a ridge. That all work is being done on the back side. He
81 said the top of the bluff is higher than where any house will be, so no weight is being put on that
82 ridge. He said no borings have been done and there weren't any plans to do so, but they will if
83 the board recommends it. He also commented that the PRWD's concern is for water quality.
84 They don't want any part of the bluff entering the lake again. He commented that they are not
85 soil experts, they just want to make sure the lake is safe.
86

87 Skalin asked if it is correct that soil borings are intended to control risk on the developer, and
88 stated that soil borings don't mitigate risk, they just show that the developer took all the steps in
89 development.
90

91 Walz said the engineer has done all the preliminary engineering, and that if they think they need
92 borings, then they will be done.

93
94 Jepson asked Vareberg if there were soil experts at the Tech Panel meeting.
95

96 Vareberg said yes, Ed Clem and Jon Olson.
97

98 Vareberg asked Phil Hansen if this project was discussed at the PRWD meeting earlier that
99 morning.
100

101 Hansen said it was discussed briefly in regard to the lots and the conservation easement along the
102 bluff.
103

104 Vareberg asked if it was discussed that the bluff wasn't developable by any ordinance. He said
105 it's against the law, so why would you put an easement there. By law, nothing can be built there
106 anyways.
107

108 Hansen said it was just general conversation that the meeting was happening that night and that if
109 there was seriousness about the easement, maybe they could help financially. It was just a
110 discussion.
111

112 Vareberg said the ordinance is there to protect the slope.
113

114 As there was no one else to speak for or against the application, testimony closed.
115

116 All letters regarding this application were received and read before the meeting and are entered
117 into record below:
118

Hi Nicole,

Here are the PRWD's comments for the BOA Meeting on December 20, 2023.

Applicant: Soo Pass Ranch Inc. Lake Sallie Homes, LLC **Project Location:** TBD Lake Ridge Lane, Detroit Lakes

Comment: PRWD recommends when considering a conservation subdivision for this property, it was discussed at the Environmental technical review panel meeting to recommend including a special protection conservation easement on the bluff area (the toe of the bluff to the top of the bluff- bluff impact zone), and to conduct additional soil testing (Geo-Technical) as this area in the past has had structural slumping issues (see attached photo below).

Thank you,

Gina Kemper

Permitting/Water Resource Coordinator

Pelican River Watershed District

Wells-Fargo Bldg – Suite 201

211 Holmes Street West

Detroit Lakes, MN 56501

E-mail: prwdpermit@arvig.net

Website: www.prwd.org

Phone: (218) 846-0436

From: Doug Christians

We have been on Lake Sallie for 47 years and we are totally against this development. You state that the aquatics will not be disturbed which is totally false. With 16 proposed units with each having its own dock how can it not be. That area is a reproduction area for ducks, geese, loons, crappie, northerns, walleyes, well you get my meaning. This is completely a way for the owner to make more money. His We Fest attendance has gone down so now he doesn't need this for camp sites. It will not help the area it will only harm the environment.

I hope you will pass this onto the board as I cannot be at the meeting.

Hall asked if it would fall on the developer if there were to ever be an issue.

Jepson said she had thought about that as well and was wondering who would be liable.

Vareberg stated that there's nothing stopping them from creating lots there right now. He said it's buildable by ordinance.

Ailie said if you're going to develop it, this is the way to do it.

Jepson said she thinks it would be a stretch to say the County would be liable.

Lindow asked what we need to do to protect the County.

Skalin said the risk is on the builder.

Aho stated that if the Board always worried about being liable, then they couldn't ever proceed with approving projects.

Vareberg commented that that is the purpose of having findings of fact.

Lindow said he thinks it's a good project, but he has concerns for the neighbor's houses.

Disse said he was on the Board when the first house slipped. That the issue was the fact that the house wasn't built right. He stated that these people will do what they need to do to do it right, and that is why they hired an engineer. The engineer is an expert.

MOTION: Disse motioned to approve the application as presented.

Vareberg suggested they schedule a special meeting to consider findings of fact drafted to be consisted with the recommendation of the Planning Commission and to be included with the recommendation to the County Board.

Jepson asked if this could wait to come before the County Board till the second meeting in January.

Disse motioned to approve the application as presented with the condition that they schedule a special meeting to consider Findings of Fact to be consistent with the motion and for those findings to be included with the recommendation to the County Board at their meeting on January 16th, 2024.; Aho Second.

Roll Call; Aho, Disse, Bowers, Blomseth, Moritz, Ailie, Seaberg, Skalin, Mattson, and Hall in Favor; Lindow opposed. Motion Carried.

2. **APPLICANT:** St. Claire Family Revocable Living Trust 28128 272nd Ave Callaway, MN 56521 **Project Location:** 28128 272nd Ave Callaway, MN 56521 **LEGAL LAND DESCRIPTION:** Tax ID Number: **04.0214.000** Section 36 Township 141 Range 041; SW1/4 OF SW1/4 LESS 7.50 AC IN SW COR. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit for retail sales.

Robert and Cindy St. Claire presented the application and stated that they are looking to build a commercial kitchen. They said they are in the planning phase right now.

Jepson asked if they were just looking for permission to build a bakery.

Blomseth asked if this was going to be wholesale or retail.

St. Claire said it would be both as well as having an area for refinished furniture.

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

There were no letters received regarding this application.

Skalin said he has no concerns with this application.

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

3. **APPLICANT:** Kohl D Skalin & S J Askelson 21783 Cozy Cove Rd Detroit Lakes, MN 56501 **Project Location:** 25101 Co Rd 149 Detroit Lakes, MN 56501 **LEGAL LAND DESCRIPTION:** Tax ID Number: **08.0056.002** Section 04 Township 139 Range 041; 4-139-41 PT GOVT LOT 5: COMM NW COR SEC 4, S 422.32', ELY 338.47' TO POB; N 394.6', E 328.53', S 367.54', WLY 331.25' TO POB. TRACT B. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Change of Zone from Agricultural to Residential.

209
210
211 Kohl Skalin presented the application and explained his desire to be able to split the lot in two if
212 and when he decided to. He commented that this request was approved in the past at the Planning
213 Commission but denied at the County Board. However, he stated that a precedent has been set
214 this year with a Change of Zone approval off of Highview Oaks Rd in Richwood Township.

215
216 Seaberg commented that she was on the board before when he requested, and it was being
217 considered spot zoning at that time. However, she stated that things have come a lot further since
218 that time and there are more people trying to find more places to live outside of town.

219
220 Skalin said that not everyone can afford large lots.

221
222 Ailie said there is a need to have lots that are more affordable to build on.

223
224 Jeff Lewis, neighbor, spoke. He said his property is a nice spot because while he has neighbor's
225 he can't see them on his six (6) acre piece. He said developing small parcels will defeat the
226 purpose of why people bought land out there. He is also worried about how it will affect the
227 value of his property.

228
229 Scott Walz spoke and said this is not true spot zoning. He said it is about the use and the use in
230 that area is residential. He also commented that there is no record of devaluation, and that values
231 tend to go up as things develop in an area.

232
233 As there was no one else to speak for or against the application, Testimony closed.

234
235 Letters received were read by the members before the meeting. The letters are regarding both
236 applicants three (3) and four (4), and are entered below for both:

237
In regards to the rezoning from ag to residential request from Eric Hoban and Kohl Skalin which I assume is to reduce lot
size to allow more housing development I STAND OPPOSED.

This peaceful neighborhood in my opinion is already starting to get overcrowded and I would hate to see the loss of
more Agricultural property.

Thank you
Charles and Carrie Amundson

238
239
I Greg gilbertson have lived on cty 149 since 1979 have never been against changes as long as they have been by the
rules that exist but now someone wants to change the rules just to benefit them selves both of them knew the zoning
when they bought the property. I am totally against this new plan

240
241
242 **From:** Brent Gilbertson

I am writing regarding the request per Kohl Skalin and Eric Hoban. I own nearby property and rent several nearby pieces for agricultural production.

It is my belief that these parcels should remain agricultural. I've resided here over 30 years and have seen the increase in many new homes and neighbors. I have no desire to slow progress or impede on somebody else's rights to treat their property how they see fit. However we are strictly agriculture and rural out here and I believe we already have good use requirements that are intended to maintain our zoning status. I'm guessing the request to change that is for the ability to sell smaller parcels of land. I feel in our area a 2.5 acre lot is small enough. I don't think we need to start breaking off already small parcels of land/change zoning; and then sub divide them smaller yet. Perhaps the day will come when our community needs that but for now we are far enough out from the city and residential areas that I think it's best to follow the regulations that are already in place and have served us well for many years. Thanks

Hello,

This is in response to the request to change the zone from Agriculture to Residential for parcels 08.0055.003 (Eric Hoban & Alissa Hoban) and 08.0056.002 (Kohl D Skalin & SJ Askelson).

We **DO NOT** want these parcels to be zoned residential. This area is an agriculture area. Our neighboring property is part of our active dairy farm operation. We currently are using the land for raising crops but have in the past, also used portions of the land for pasture. We have no plans to stop farming. We also enjoy our land for hunting and for its generally quiet, peaceful space.

Traffic is not safe on County Road 149 and it is especially dangerous on the corner of County Road 149 and Cozy Cove Road. Increased population and more driveways will only make this more dangerous. I also would question the safety of the wetland areas in this area due to the increased septic systems that would be installed.

Please consider the needs and safety of the long-time neighbors of this area and do not approve the change to residential.

Thank you,

Jeramie W Jacobson & Kathy M Jacobson

Owners of parcels 080087001 & 080089000

24606 County Hwy 21

Detroit Lakes, MN 56501

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From: ZURN SHOP

I live on County highway 149 and am reaching out about what Skalin and Hobin are requesting to get their property zoned residential.
I am against zoning it residential. I don't see their reasoning. I chose to live in what I consider the country for a reason. If you want the city life, move to the city. We are 5.5 to 6 miles out of town and I really don't know why anyone on our road would like to see something get developed into lots under the minimum amount of acres that is the current standard. I understand that they own the land and assume they are looking to lot it off to make money but I see no reason to zone it residential. Why zone it residential when everything around it is ag. It is an ag community. We do not need to turn the country into a city.

Jepson asked about the size of the lot to the North of County Road 149.

Vareberg said it's approximately eighty (80) acres.

Hall commented that this is where things are going to expand, and that the bulk of it will likely be residential. He said he thinks this is a smart and reasonable request.

Jepson agreed.

Vareberg commented that regardless of lot size, all lots must have a minimum of eighty-five hundred (8500) square feet of buildable area.

MOTION: Aho motioned to approve the application. Hall second. Roll Call; Aho, Disse, Bowers, Blomseth, Moritz, Ailie, Seaberg, Lindow, Mattson, and Hall in Favor. None opposed. Skalin did not vote. Motion carried.

4. APPLICANT: Eric Hoban & Alissa Hoban 21820 Whitetail Trl Detroit Lakes, MN 56501 **Project Location:** 25155 Co Rd 149 Detroit Lakes, MN 56501 **LEGAL LAND DESCRIPTION:** Tax ID Number: **08.0055.003** Section 04 Township 139 Range 041; PT GOVT LOT 5: COMM NW COR SEC 4, E 666.63' TO POB; S 602.60' E 343.98', N 590.53', W 324.80 TO POB. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Change of Zone from Agricultural to Residential.

Kohl Skalin presented the application and explained that Hoban's desire is to be able to create lots smaller than two point five (2.5) acres in size if he chooses to do so.

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

Letters received regarding this application were for both applicants three (3) and four (4) and are entered under the minutes for applicant three (3).

MOTION: Ailie motioned to approve the application. Moritz second. Roll Call; Aho, Disse, Bowers, Blomseth, Moritz, Ailie, Seaberg, Lindow, Mattson, and Hall in Favor. None opposed. Skalin did not vote. Motion carried.

Other Business:

I) Call for Special Meeting and set date and time: Hall called for a Special Meeting to discuss a Planning Commission Member's conduct and for a recommendation for removal.

Blomseth asked if he wanted to add that to the agenda of the special meeting to consider Findings of Fact.

Hall said yes.

Vareberg asked if they could schedule that special meeting before adjourning.

It was decided to schedule the Special Meeting for January 9th, 2024, to discuss the Planning Commission Member's conduct and recommendation for removal and to consider Findings of Fact consistent with the motion for Applicant one (1).

II) Tentative Date for Next Informational Meeting: January 24th, 2024; 8:00 am; 3rd Floor Meeting Room in the Becker County Courthouse, Detroit Lakes, MN.

Since there was no further business to come before the Board, Ailie made a motion to adjourn. Skalin second. All in favor. Motion carried. The meeting adjourned at 7:18 pm.

David Blomseth, Chairman

Jeff Moritz, Secretary

ATTEST

Kyle Vareberg, Zoning Administrator

Becker County Mapping Needs – Dec. 20, 2023

- Item #1 (the three maps below: Jurisdictions, Constraints, & Land Use and Development): 15 hours @ \$138/hr = \$2,070
- Item #2: individual maps for chapters: Land Use, Transportation, Infrastructure/Utilities, Natural Resources: 8 hours @ \$138/hr = \$1,104
- **Total GIS Fee of: \$3,174**

Map 1 Title: Jurisdictions

- Cities and townships – I believe you have this layer
https://www.co.becker.mn.us/online_services/GIS_data.aspx
- Reservation land - <https://gisdata.mn.gov/dataset/bdry-tribal-government>
- Watersheds – I believe you have this layer
https://www.co.becker.mn.us/online_services/GIS_data.aspx
- Shoreland (DNR) – Cannot find existing layer, requesting you create a layer based on the following parameters:
 - Please create shoreland layer with 1,000' buffer from OHW of a lake, pond, or flowage, and a 300' buffer from OHWL of rivers and streams
 - I believe lakes, ponds, flowage, rivers, and streams can be found here:
https://www.co.becker.mn.us/online_services/GIS_data.aspx
- State owned land - https://www.co.becker.mn.us/online_services/GIS_data.aspx
- Trails: working with the Parks and Rec department to retrieve this information, I will follow up.
- Parks: working with the Parks and Rec department to retrieve this information, I will follow up.

Map 2 Title: Constraints

- Wetlands- https://www.co.becker.mn.us/online_services/GIS_data.aspx
- Shoreland– Cannot find existing layer, requesting you create a layer based on the following parameters:
 - Please create shoreland layer with 1,000' buffer from OHW of a lake, pond, or flowage, and a 300' buffer from OHWL of rivers and streams
 - I believe lakes, ponds, flowage, rivers, and streams can be found here:
https://www.co.becker.mn.us/online_services/GIS_data.aspx
- Lakes - https://www.co.becker.mn.us/online_services/GIS_data.aspx
- Steep slopes > 18% - please create this layer based on contours.
- Forestland – please include deciduous forest, coniferous forest, mixed forest, grassland-shrub-tree complex (deciduous), grassland-shrub-tree complex (coniferous), state forests, state parks, and wildlife refuge. I am working with the parks department to find some of the information, but a large amount is found here: <https://gis-server.co.becker.mn.us/link/jsfe/index.aspx>

Map 3 Title: Land Use and Development

- Lot lines - https://www.co.becker.mn.us/online_services/GIS_data.aspx
- Existing land use - https://www.co.becker.mn.us/online_services/GIS_data.aspx
- Road classification and ownership (DOT, county, city, township). - <https://gis-server.co.becker.mn.us/link/jsfe/index.aspx>
- City water and sewer – city main trunk infrastructure for water and sewer.