



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, May 7, 2024 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 376 328 525#

- 8:15 Call the Board Meeting to Order: Board Chair Okeson
1. Pledge of Allegiance
- 8:20 Regular Business
1. Agenda Confirmation 3
 2. Minutes of April 16, 2024 5
- 8:25 Consent Agenda
1. Regular Claims, Auditor Warrants, and Claims over 90 Days 8
 2. Claims Human Services, Public Health, & Transit
 3. Land Use/Environmental Services
 - a) 2024 Potty Shacks Agreement 9
 - b) 2024 North Country Trail Request 13
 4. Transit
 - a) Vehicle Amendment 1 to Contract 1050424 14
 - b) Transit Building Invoice 21
 5. Resolution 05-24-1B - Support of Clay County Transitional Services 24
 6. Township Information - Transferring State Owned Tax Forfeit Lands within the White Earth Forest 25
 7. Resolution 05-24-1I - Opposition to White Earth Band Regulation of Nonmembers on Nonmember Owned Fee Land 27
 8. Red River Basin Commission 29
 9. Becker, Clearwater, & Mahnommen Counties Letter 30
- 8:30 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
- 9:00 County Administrator - Human Resources
1. Report
 2. MN DNR State Land Acquisition - presented by Rob Baden - Area Wildlife Supervisor 32
 3. West Central Initiative - presented by Greg Wagner and Rebecca Lynn Petersen
 4. Employee Dress Code 36
 5. Job Descriptions 38
- 9:45 Auditor-Treasurer

1. License List 41
2. Resolution 05-24-1A - Establish Absentee Ballot Board 42
- 9:50 Break
- 10:00 Land Use/Environmental Services
 1. Purchase Docks for Dunton Locks Tram 43
- 10:05 Sheriff
 1. Sale of 2014 Snowmobile and Purchase of 2025 Snowmobile 50
 2. Purchase of Squad Car Equipment 52
- 10:10 Highway
 1. Resolution 05-24-1D - Bid Award - SAP 003-630-007-CSAH 30 City of Frazee 53
 2. Resolution 05-24-1E - Change Order - Construction Services- Ultieg CSAH 30 60
 3. Resolution 05-24-1F - Cooperative Construction Agreement - City of Frazee CSAH 30 61
 4. Capital Purchase Request - Mastic Patching Machine from MN Dot 68
 5. Resolution 05-24-1H - Mailbox Support Fee Increase 69
- 10:20 EDA
 1. Recommendations for Family Child Care Startup Funds 70
- 10:30 Assessor
 1. Abatements 72
- 10:35 Attorney
 1. Retention Pay for Assistant County Attorneys 73
- 10:40 Planning & Zoning
 1. Planning Commission Recommendations 04/24/2024 76
 - a) 4 Suns LLLP - Request a Final Plat for ten (10) lots to be known as ROCK LAKE ESTATES (Name changed to 4 SUNS ACRES)
 - b) Soo Pass Ranch Inc - Request a Change of Zone from Agricultural to Commercial
 - c) Lake Life Hospitality Consulting Inc - Request a Conditional Use Permit to construct a ten (10) foot fence
 2. Eric Zurn - Request an Extension of Permit for Use Recorded Document Number 694215 84
 3. Comprehensive Plan Update

Closed Session - Labor Negotiations Strategy

 1. Motion to close the meeting pursuant to Minn. Stat. Section 13D.03 Subd. 1(b) 86

Adjourn



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 - c) Lake Life Hospitality Consulting Inc - Request a Conditional Use Permit to construct a ten (10) foot fence
 2. Eric Zurn - Request an Extension of Permit for Use Recorded Document Number 694215
 3. Comprehensive Plan Update
- Closed Session - Labor Negotiations Strategy
1. Motion to close the meeting pursuant to Minn. Stat. Section 13D.03 Subd. 1(b)
- Adjourn

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, April 16, 2024, at 8:15 am

LOCATION: Board Room, Courthouse

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

Agenda/Minutes:

1. Agenda – Motion and second to approve agenda with the addition of 2024 Tax Abatements Clerical Errors under County Administrator (Meyer, Jepson) carried.
2. Minutes – Moved and second to approve minutes of April 2, 2024, with the requested changes (Meyer, Jepson) carried.
3. Minutes – Moved and second to approve minutes of April 9, 2024 (Nelson, Jepson) carried.
4. Motion and second to approve and accept the Consent Agenda (Meyer, Nelson) carried.

Commissioners:

1. Open Forum:
 - None.
2. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Jepson – Human Services, WE Committee.
 - Commissioner Nelson – Sheriff, Courthouse.
 - Commissioner Meyer – Courthouse, Sheriff, Historical Society, Finance.
 - Commissioner Vareberg – Human Services, WE Committee.
 - Commissioner Okeson – Union Negotiations.
3. Appointments
 - None.

County Administrator – Human Resources: presented by Carrie Smith.

1. Frazee Economic Development – presented by Karen Pifher.
 - Update on the developments in the City of Frazee.
2. ECDF Funding Request – presented by Tammy Anderson and Natalie Bly.

- Bring request to the EDA Board for input and bring the recommendation back to a future board meeting.
3. Report.
 - WE Committee – next meeting March 25 in Mahanomen.
 - Interviews for Assistant County Attorney are upcoming.
 - Department Head Meeting tomorrow.
 - i. Job Description Template for review.
 4. Office Chairs for Boardroom discussion.
 5. Proposal for Training.
 - Bring back to the board with more information regarding time commitment.
 6. Abatement Corrections.
 - Motion and second to approve Abatement Corrections in the net amount of \$27,598 (add 68 homestead credits and remove 8 homestead credits) (Jepson, Nelson) carried.

Auditor-Treasurer: presented by Mary Hendrickson.

1. Motion and second to approve Temporary 1-4 Day On-Sale Liquor License – Detroit Lakes Lions Club (at We Fest) – Jim Granger – July 31, 2024-August 3, 2024 (Meyer, Okeson) carried.
2. Motion and second to approve On/Off Sale w/Sundays – Renewal for Toad Lake Store – Cynthia Knoll – Toad Lake Twp and Charlie's Place – Jeffrey Duggar – Height of Land Twp (Jepson, Meyer) carried.
3. Motion and second to approve On-Sale Liquor License w/Sunday Sales – Renewal – We Fest – Raymond Midthune – Lakeview Twp (Okeson, Meyer) carried.
4. Motion and second to approve Tobacco License – Renewal – Two Inlets Country Store – Robert Peterson – Two Inlets Twp (Jepson, Nelson) carried.

Information Technology: presented by Judy Dodd.

1. Motion and second to upgrade the All Call System with Revolution All Call using LATCF Funds in the amount of \$15,700 (Jepson, Meyer) carried.

Attorney: presented by Brian McDonald.

1. Retention Pay/Bonuses for Assistant County Attorneys discussion.
 - Bring back details to a future board meeting.
 - Motion and second to table (Nelson, Jepson) carried.

2. Motion and second to approve a Summer Paid Intern up to \$7,000 (Nelson, Meyer) carried.

Sheriff: presented by Todd Glander.

1. Motion and second to approve Resolution 04-24-2A – 2024 Federal Boating Safety Supplemental Patrol Grant in the amount of \$5,500 (Jepson, Meyer) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Motion and second to acknowledge and approve the Planning Commission Recommendation for Richard & Darci Strand – Request a Final Plat to be known as Strand Subdivision (Nelson, Meyer) carried.
2. Comprehensive Plan Update presented by Bolten & Menk – Mojra Hauenstein and Dylan Edwards.
 - Informal Work Session after May 21st Board Meeting.

Motion to close the meeting at 10:51 am pursuant to Minn. Stat. Section 13D.03 Subd. 1(b) The governing body of a public employer may by a majority vote in a public meeting decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25 (Nelson, Meyer) carried.

Motion and second to come out of closed session at 11:38 am (Nelson, Meyer) carried.

Being no further business, Chair Okeson adjourned the meeting at 11:38 am.

/s/ Carrie Smith

Carrie Smith
Interim County Administrator

/s/ John Okeson

John Okeson
Board Chair



BECKER COUNTY BOARD OF COMMISSIONERS

Finance Committee Meeting

Date: Monday, May 6, 2024 at 8:30 AM

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

Administrator - Human Resources

1. Report
2. Red River Basin Commission

Auditor-Treasurer

1. Claims
2. Claims Human Services, Public Health, & Transit

Land Use/Environmental Services

1. 2024 Potty Shacks Agreement
2. 2024 North Country Trail Request
3. Purchase Docks for Dunton Locks Tram

Transit

1. Vehicle Amendment 1 to Contract 1050424
2. Transit Building Invoice

Sheriff

1. Sale of 2014 Snowmobile and Purchase of 2025 Snowmobile
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4. Capital Purchase Request - Mastic Patching Machine MN Dot
5. Resolution 05-24-1H - Mailbox Support Fee Increase

Assessor

1. Abatements

Attorney

1. Retention Pay for Assistant County Attorneys

Adjourn



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: May 7th, 2024

SUBJECT: 2024 Potty Shacks Service Agreement

THROUGH: Natural Resources Management Committee

TO: Becker County Board of Commissioners

1. Discussion: The 2024 Potty Shacks service agreement to place and service porta-potty's at various county owned public parks and public accesses in the County is quoted at \$9,567.00. This is the same amount as 2023 quote, except we added one more location.
2. Funding: Budgeted amount from Fund 15, Parks & Recreational Fund.
4. Action request: Approve the 2024 Potty Shacks Service Agreement for \$9,567.00
5. The point of contact for this memorandum is Steve Skoog/Mitch Lundeen

Distribution: Board of Commissioners, County Administrator

BECKER COUNTY RECREATIONAL MAINTENANCE SERVICES AGREEMENT

Portable Restrooms: Mt. View Recreation Area, Dunton Locks County Park, Chilton Park – Bass Lake Access, Blueberry Lake Access, Hwy 34 Rest Area, E Height of Land Lake Access, Heartland Trail, and Osage Public Beach.

This Agreement is made effective _____, 2024 between the **County of Becker ("The County")**, a political subdivision of the State of Minnesota, 915 Lake Avenue, Detroit Lakes, MN 56501 (hereinafter the "County") and Potty Shacks, 20555 County Rd. 7, Park Rapids, MN 56470.

RECITALS OF PURPOSE AND INTENT

WHEREAS, the purpose of this agreement is to provide portable restrooms and related maintenance services for Mt. View Recreation Area, Dunton Locks County Park, Chilton Park – Bass Lake Access and Blueberry Lake Access, Hwy 34 Rest Area, E Height of Land Lake Access, Heartland Trail, and Osage Public Beach.

WHEREAS, the County desires to enter into a maintenance services agreement with Potty Shacks to supply and provide for portable toilets for the site/location, contract period and in the quantities/type and for their respective costs as listed below:

SITE	LOCATION	CONTRACT PERIOD	STANDARD TOILETS	HANDI-CAPPED	LUMP SUM SEASON
Dunton Locks County Park	2 miles west of Detroit Lakes by DNR Fish Hatchery (No. side of Lake Sally); S. from Hwy 10 take Co. 59 S., W. on Co. 6 and S. on Co. 19.	Sept. 11, 2024 – May 11, 2025	1		\$ 962.00
Mt. View Recreation Area	2 miles east of DL – off of Tower Rd.	May 16, 2024 – May 16, 2025	1		\$ 1845.00
Pine Grove (Hwy 34) Rest Area	2 miles west of Osage off of Hwy 34 (across from Navillus Rd.)	May 16, 2024 – May 16, 2025			\$ 2280.00
Wolf Lake	1 mile north of Wolf Lake off of Co. 38 (take left)	May 11, 2024 – Sept. 11, 2024	1		\$ 624.00
Chilton Park – Bass Lake Access	8.5 miles E. of Osage, Hwy 34, then N. on Co. 39 approximately .5 miles.	May 11, 2024 – Sept. 11 2024	1		\$ 624.00
Blueberry Lake Access	6.5 miles S. of Osage, Co. 123, (E) on 190 th then So. on Blueberry No. Rd. (Stay Left)	May 11, 2024 – Sept. 11 2024	1		\$ 749.00
E Height of Land Access	2.4 miles north of HWY 34 off E Height of Land Dr.	May 11, 2024- Sept. 11 2024	1		\$ 749.00
Osage Swimming Beach	140 yards north of HWY 34 off Mill Ave.	May 16, 2024- Sept. 11 2024		1	\$ 985.00

Heartland Trail (Old Hwy 10)	N Side of Hwy 10, near Acorn Lake Rd	May 11 th 2024- Sept. 11 th 2024	1		\$749.00
TOTAL COSTS					\$ 9,567.00

GENERAL SPECIFICATIONS/SCOPE OF SERVICES

1. Delivery, setup, servicing, pumping and pickup shall be included in the bid price.
2. Delivery and setup shall be completed no later than May 11, 2024 for public boat access sites and May 16, 2024 for other areas, Dunton Locks being the other exception.
3. Units shall be removed no later than September 11, 2024 with the exception of the units at Dunton Locks (note contract period above) and Mt. View Recreation Area and Pine Grove Rest Area (year round).
4. Units shall be aesthetically pleasing and in good condition so as not to conflict with the visual character of the facilities. Earth tones are preferred. The County reserves the right to determine if the color and condition of the unit are acceptable and to reject any unit on that basis. A label with the vendor's business name and phone number shall be posted in a visible location on the outside of the unit.
5. Toilet locations at each facility will be determined by County staff.
6. Units must be pumped as frequently as necessary to ensure that the vault capacities are not reached. This includes holiday weekends. The vendor is responsible for monitoring each unit. The units must be pumped, cleaned and deodorized at least ONCE per week for the contract period, preferably on Mondays.
7. The vendor shall be solely responsible for the proper off-site disposal of any cans, bottles, litter or other foreign objects found within the toilet structure.
8. The County is not liable for vandalism or damage under any circumstances.
9. Damage or vandalism to any units shall either be repaired immediately or the unit(s) replaced within 24 hours.
10. Failure to comply with the above specifications at any site will result in the termination of the contract for that site.
11. All sites that require an accessible unit, per ADA standards, will require a toilet structure that meets acceptable industry standards for such units.
12. To prevent the spread of invasive species, the exterior and interior of each unit shall be free of vegetation, debris, mud, dirt, seeds, etc., before being placed on the site and prior to being removed from the site.

INSURANCE

The vendor shall provide proof of insurance as stated in the general terms and conditions which shall include coverage for theft and damage/vandalism.

TERMINATION

If this contract is terminated for any reason prior to the term end, payments, if any, due to the vendor shall be determined by the County on a pro-rated basis.

The term of this agreement shall commence at 12:01 a.m. on ____ May 7th ____, 2024. Either party may terminate this Agreement at any time without cause upon written notice to the other party at least ninety (90) days prior to the requested date of termination. This agreement may also be terminated unilaterally for cause by any one party upon default of the other party upon written notice and

opportunity to cure given at least ninety (90) days prior to the date of termination. If, as a consequence of termination of this Agreement it becomes necessary to refund or repay any funds received pursuant to the terms of this Agreement, the parties will allocate the obligation for that refund or repayment between the parties based upon the reasons and responsibility for the termination of this Agreement.

PAYMENT

Payment will only be made for units and servicing meeting specifications and completed to the satisfaction of Becker County NRM. The toilet unit must be removed from the facility before final payment will be made. Failure to remove a unit 2 days after the contract period ends could result in forfeiture of the final payment.

The vendor must submit a detailed, signed, dated invoice for payment as follows:

- First invoice dated no later than July 14, 2024, for May and June service on all facilities.
- Second invoice dated no later than September 25, 2024, for July, August, September service on all facilities.
- 3rd Invoice dated no later than December 23, 2024, for October, November, December service on applicable facilities.
- 4th Invoice dated not later than April 26, 2025, for January, February, March, and April service on applicable facilities.
- **Submit all invoices to:** Mitch Lundeen
Becker County NRM
1771 North Tower Road.
Detroit Lakes, MN 56501

AMENDMENTS

Any modification or amendment to this Agreement must be in writing.

In witness of their agreement to the foregoing, the parties execute this Agreement effective as of the day and year first written above.

THE COUNTY OF BECKER

By: Mitch Lundeen
Its: NRM Supervisor, Becker County

POTTY SHACKS

Kathryn Bristow
By: Kathryn Bristow
Its: Owner



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: May 7, 2024

SUBJECT: North Country Trails (NCT) funding request

THROUGH: Natural Resources Management Committee

TO: Becker County Board of Commissioners

1. Discussion: In the past Becker County has annually donated funds to the NCT to help pay for equipment and operational expenses to maintain the 44.1 miles of hiking trails that NCT maintains through Becker County. The NCT Laurentian Chapter was paid \$4,000 in 2022-23 and \$5,444 in 2023-24. The North Country Trail is requesting \$2,000 for 2024-25. The Chapter will use the funds for trail and equipment maintenance. Any additional funds will be used to pay for other expenses such as gasoline or other operational expenses incurred to maintain the trails and parking lots. Funds spent will be reimbursed upon approval and receipt provided to the Land Commissioner.

2. Funding: Fund 16, Resource Development Fund.

4. Action request: Approve spending allowance up to \$2,000 for the North Country Trail Chapter for 2024-25.

5. The point of contact for this memorandum is Steve Skoog or Mitch Lundeen

Distribution: Board of Commissioners, County Administrator

Federal Award Information Cover Sheet

NOTICE TO SUBRECIPIENT: This is a subaward of federal financial assistance from the State of Minnesota ("Recipient/pass-through entity") to *Becker County Transit*. ("Subrecipient").

(i) Subrecipient Name: Becker County Transit	(ii) Subrecipient UEI Number (Unique entity Identifier): U5B8JWSKDB5
(vi) Subaward Budget Period Start and End Date: Upon Execution – 6/30/2027	(xii) Assistance Listing Name (aka CFDA) and Number: Formula Grants for Rural Areas; 20.509
(iii) Federal Award Identification Number: MN-2020-020-02	(iv) Federal Award Date: 8/16/2022

(xiii) <i>Is the Award for Research and Development?</i> <div style="float: right;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div>	
(x) Federal Award Project Description: For the purchase of vehicle(s) and vehicle related equipment.	
(v) Subaward Period of Performance Start and End Date: <u>Upon Execution – 6/30/2027</u>	

(xiv) Indirect Cost rate for the Federal award: 10 % or approved indirect cost rate: N/A	(viii) Total Amount of Federal Funds Obligated to the subrecipient: \$121,198.00
(vii) Amount of Federal Funds Obligated by this Action to subrecipient: \$121,198.00	(ix) Total Amount of the Federal Award Committed to subrecipient: \$121,198.00

(xi) Contact for Federal Agency:

Agency: Federal Transit Administration

Name: William Wheeler

Address: USDOT FTA 200 West Adams St
Suite 320 Chicago, IL 60606

Phone: 312-353-2639

Email: William.wheeler@dot.gov
(xi) Contact for Recipient:

Agency: State of Minnesota

Name: John Groothuis

Address: 395 John Ireland Blvd MS 430
St. Paul, MN 55155

Phone: 320-214-6361

Email: John.Groothuis@state.mn.us

(Cover Sheet is federal award information provided to the subrecipient and is not part of the Grant Agreement.)

AMENDMENT # 1 – 2022 Section 5311 Capital Vehicle Grant Agreement

Contract Start Date:	<u>November 2, 2022</u>	Original Contract Amount:	<u>\$131,000.00</u>
Orig. Contract Exp. Date:	<u>January 31, 2025</u>	Prev. Amendment(s) Total:	<u>N/A</u>
1st Amended Exp Date :	<u>June 30, 2027</u>	Current Amendment Amount:	<u>\$26,400.00</u>
		Current Contract Total	<u>\$157,400.00</u>

Project Identification :	<u>2022 Section 5311 Capital Vehicle Grant Agreement</u>		
State Project (SP):	<u>TRS-9100-22</u>	Trunk Highway #:	<u>N/A</u>
CFDA # :	<u>20.509</u>		

This amendment is by and between the State of Minnesota, acting through its Commissioner of Transportation (“STATE”) and Becker County Transit, a government entity (“RECIPIENT”).

Recitals

1. The STATE has a grant agreement with RECIPIENT identified as MnDOT Contract Number 1050424 (“Original Contract”) to be used for the purchase of vehicles and vehicle related equipment associated with the RECIPIENT’s public transit operating system.
2. Amendment #1 is to revise Exhibit 1 to update the vehicle price amounts as reflected in Exhibit 1A, add additional time to complete the capital project, and amend the Termination of Grant Agreement Clause.
3. The State and the Recipient are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment #1, deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

REVISION 1. Article 1. Section 1.3 “**Expiration Date:**” is amended as follows:

This Grant Agreement will expire on ~~January 31, 2025~~ June 30, 2027, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Article 2. Section 2.2 “**Local Share**” is amended as follows:

RECIPIENT will provide a Local Share in an amount as indicated in ~~Exhibit I~~ Exhibit 1A, Financial Assistance, which is attached and incorporated into this Grant Agreement. RECIPIENT agrees to be responsible for any costs that exceed the STATE-approved eligible costs.

REVISION 3. Article 3. Section 3.2.2 “**Payment of Capital Costs**” is amended as follows:

STATE will reimburse RECIPIENT for eligible costs for the purchases of vehicles and vehicle related equipment under this Grant Agreement based on RECIPIENT’s compliance with Clauses 2.3, 2.4, 2.6, and 2.7 of this Grant Agreement. Reimbursement amounts are not to exceed the total state share amount in ~~Exhibit I~~ Exhibit 1A, Financial Assistance.

REVISION 4. Article 15. Section 15.1 “**Termination of Grant Agreement**” is amended as follows:

The STATE or Commissioner of Administration may terminate this Grant Agreement at any time, with or without cause. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

This Grant Agreement will immediately be terminated if RECIPIENT is convicted of a criminal offense relating to a state grant agreement.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

RECIPIENT

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

By: _____

Title: County Administrator

Date: _____

OR

By: _____

Title: Board Chair

Date: _____

2. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

PO No.: _____

3. DEPARTMENT of TRANSPORTATION

By: _____

Title: Office or Program Director, Office of Transit
and Active Transportation

Date: _____

4. OFFICE of CONTRACT MANAGEMENT

By: _____

Title: MnDOT Contract Administrator

Date: _____

Financial Assistance	
Legal Name	Becker County Transit
Contract Number	Amendment #1 to 1050424
Capital Vehicle	Capital Vehicle

Amendment 1 Revision					
Project Description	BlackCat UPIN	Total Project Cost 100%	Federal Funds FTA: 5311 (Converted from FHWA STP Funds) 77%	State Funds GMT Funds 13%	Local Share 10%
Purchase Replacement < 30 Ft Bus - Gas - Class 400 ¹	BCG0005986	\$157,400	\$121,198	\$20,462	\$15,740
Grand Total		\$157,400	\$121,198	\$20,462	\$15,740

¹Vehicles that have met the minimum Useful Life (Age or Miles thresholds) are eligible for replacement.

Original Exhibit I <i>*For historical purposes only*</i>					
Project Description	BlackCat UPIN	Total Project Cost 100%	Federal Funds FTA: 5311 (Converted from FHWA STP Funds) 80%	State Funds GMT Funds 10%	Local Share 10%
Purchase Replacement < 30 Ft Bus - Gas - Class 400 ¹	BCG0005986	\$131,000	\$104,800	\$13,100	\$13,100
Grand Total		\$131,000	\$104,800	\$13,100	\$13,100

¹Vehicles that have met the minimum Useful Life (Age or Miles thresholds) are eligible for replacement.

Exhibit IA

2022 Transit Grant Contracts and Agreements

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T7904 001
DEPARTMENT OF TRANSPORTATION
FEIN #: 41-6007162
FINANCIAL OPERATIONS MS 215
395 JOHN IRELAND BLVD
ST PAUL MN 55155-1800



Customer No: 0000177360
Payment Terms: Due in 30
Due Date: May 25, 2024
Invoice: 00000793894
Invoice Date: April 25, 2024
From Date: To Date:
Purchase Order:
Page: 1 of 1

Bill To:

Becker County Transit
Attn: Transit Manager
1771 N. Tower Road
Detroit Lakes MN 56501

AMOUNT DUE: 52,000.00

For billing questions, please call 651-366-3170

Original

Line	Identifier	Description	Qty	UOM	Unit Amt	Net Amount
1		Agr 89678 Audit Certificate	1.00	JA	52,000.00	52,000.00
		Audit Certificate on Agreement 89678 with Becker County Transit Storage Facility Disposition Funds Results of Audit...Balance due MnDOT \$52,000.00 *				
		Any questions regarding audit findings should be directed to Denise Helinsky 651-366-4179 or e-mail her at denise.helinsky@state.mn.us				
					Subtotal:	52,000.00
					Amount Due:	52,000.00

Bill To:
Becker County Transit
Attn: Transit Manager
1771 N. Tower Road
Detroit Lakes MN 56501

Customer No: 0000177360
Payment Terms: Due in 30
Due Date: May 25, 2024

Address Change? If yes, Check box.
Write correct address on back. →

☐

Please Remit To:
DEPARTMENT OF TRANSPORTATION
FINANCIAL OPERATIONS MS 215
395 JOHN IRELAND BLVD
ST. PAUL MN 55155-1800

Amount Due: 52,000.00

Amount Remitted



Printed On: April 25, 2024

Number of Envelopes: 1

Process Instance: 45921688

House File XXXX (Keeler)

Clay County Youth Transitional Housing

Request from Minnesota

- Appropriation of \$1,093,000
- Funds will Renovate, Furnish, and Equip a Transitional Housing Facility in West Central Minnesota
- Clay County has Pledged the Property and \$200,000 Toward the Project

Project Summary

- Safe Transitional Housing for System Involved Youth
- 24/7 Professional Supervision
- Community Based
- Mental Health Services
- Employment Skills
- Independent Living Skills
- Accountability
- Gender Responsive Programming

Legacy of Capital Investment

- Clay County has a Long Standing Commitment in Providing Progressive Evidenced Based Programming.
- Remodeled Space will Provide a Nurturing Environment for Justice Involved Youth to Learn Independent Living Skills for Many Years.
- Program Can Serve Youth Across the State
- Program Can Serve as a Model for Other Counties

Proud Partners



BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 05-24-1B

Transitional Service Bonding Support

WHEREAS, the Clay County Board of Commissioners have been strong advocates in providing support for local programs and facilities to enhance the continuum of care for adolescents in Clay County and the Region; and

WHEREAS, the Clay County Board of Commissioners recognize that the goal of services is to maintain youth living in or return to their homes, while understanding that there are situations where providing an environment for youth to live away from family is needed or required; and

WHEREAS, on April 2, 2024, the Clay County Board of Commissioners unanimously approved designating existing space within the Family Service Center for a transitional program operated by the West Central Regional Juvenile Facility and allocating up to \$200,000 for the remodeling of the space; and

WHEREAS, additional funds will be needed to ensure proper resources are available to renovate, furnish, and equip a youth transitional housing facility; and

WHEREAS, the Clay County Board of Commissioners is requesting \$1,093,000 in appropriations from the bond proceeds fund to the commissioner of human services for a grant to Clay County to renovate, furnish, and equip a youth transitional housing facility in the city of Moorhead. This appropriation includes money for major projects to electrical, plumbing, and HVAC systems; energy efficiency improvements, including window replacement; Americans with Disabilities Act (ADA) compliance improvements; repairs and improvements to interior walls and surfaces; and other site renovations to support operations and bring the facility into compliance with city and state building code and licensing requirements.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, support the bonding request in the amount of \$1,093,000 to renovate, furnish, and equip a youth transitional housing facility within the Family Service Center, Moorhead, MN.

Duly adopted this 7th day of May, 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okeson
John Okeson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified Interim County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held May 7, 2024, as recorded in the record of proceedings.

Carrie Smith
Interim County Administrator

_____Township Board of Supervisors

RESOLUTION #:

_____Township OPPOSITION TO

TRANSFERRING STATE OWNED TAX FORFEIT LANDS WITHIN THE WHITE EARTH
FOREST TO THE WHITE EARTH BAND OF THE MINNESOTA CHIPPEWA TRIBE

WHEREAS, the transfer of State managed forest lands to the White Earth Band would restrict legal access for Becker County to managed tax forfeit lands;

WHEREAS, the access to public and privately owned lands and lakes would be restricted if State owned public lands were transferred from public ownership to the White Earth Band.

WHEREAS, the transfer of State managed lands from public ownership will reduce recreational and business activities that occur on or adjacent to those lands such as hunting, hiking, picnicking, snowmobiling and ATV use, maple syrup operations, forestry and logging, boating, canoeing, fishing, resulting in an adverse economic impact on the local and regional economy.

WHEREAS, the maintenance and access to lands and lakes over State managed and maintained Forest Roads, Forest Trails and Lake Accesses will be restricted, impacting the ability of local emergency responders to respond to requests for aid.

WHEREAS, the transfer of State tax forfeit lands to the White Earth Band would cause a loss of tax in lieu payments from the State to the County and reducing the local tax for local units of governments; and school districts

NOW THEREFORE BE IT RESOLVED. That the _____Township Board of Supervisors of Becker County, Minnesota hereby urges our legislative representatives and the Governor to not support Senate File 3480 and House File 4304 which would transfer State owned tax forfeit lands to the White Earth Band, modifying the disposition of tax forfeit lands, and eliminate the White Earth Forest.

Duly adopted this _____day of _____, 20__

_____Township Board of Supervisors

Becker County, Minnesota

Attest: _____ (Chairman)

State of Minnesota)

) ss

County of Becker)

I, the undersigned being the duly appointed and qualified Clerk of _____Township 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 township Board of Supervisors at a meeting held _____, as recorded in the record of proceedings.

Clerk of _____Township

Greetings!

This correspondence is for the ten townships that could be affected by the TRANSFERRING OF STATE-OWNED TAX FORFEIT LANDS WITHIN THE WHITE EARTH FOREST TO THE WHITE EARTH BAND OF THE MINNESOTA CHIPPEWA TRIBE.

The Becker County Township Association has prepared a sample resolution for you to use at your next township board meeting.

If the township is in favor of this resolution at your township meeting, please sign and return to Roger Winter. When these documents are returned, they will be sent to the Senate and House Chambers at the Capitol in St. Paul, Minnesota.

Once completed-send to:

Roger Winter

25878 County Highway 14

Callaway, MN 56521

Please reach out to Roger Winter 218 849 1513 with any questions or concerns.

Thank you!

Roger Winter- Chairman

Heather Anderson-Treasurer/Clerk

CC: Riceville, Sugar Bush, Pine Point, Spring Creek, White Earth, Maple Grove, Round Lake, Eagle View, Forest and Callaway Township

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 05-24-11

Becker County Opposition to White Earth Band Regulation of Nonmembers on Nonmember Owned Fee Land

WHEREAS, Becker County has, within its limits, over 950 farms¹ totaling 381,537 acres;

WHEREAS, the County has an interest in the success of the farmers within the county as citizens of the County and as taxpayers;

WHEREAS, the value of farmlands within the County is being negatively affected and will be negatively affected by disputes over regulatory authority and jurisdiction between the State of Minnesota, the White Earth Band of Ojibwe, and landowners within the County;

WHEREAS, the depreciation of property within the County will result in loss of tax funding to local county and township governments and will result in higher tax levy or reduction in services such as public safety, road maintenance, and other emergency services;

WHEREAS, the State of Minnesota is a Public Law 280 state, under which Congress delegated its civil and criminal authority within Indian country, as defined by 18 U.S.C. § 1151, to the State of Minnesota;

WHEREAS, the Supreme Court of the United States has expressly held that the general rule is that Indian tribes lack jurisdiction over nonmembers for their activities on nonmember lands even within a reservation, subject only to two specific exceptions, as set forth in *Montana v. United States*, 450 U.S. 544 (1981);

WHEREAS, in May 2023, the White Earth Band of Ojibwe passed its Reservation Groundwater and Surface Water Protection Ordinance, Resolution No. 057-23-017, which purports to require all individuals, regardless of membership status, to apply to the White Earth Department of Natural Resources for a permit in order to use a high-capacity well and/or high-capacity pump within the exterior boundaries of the White Earth Reservation and the appurtenant five-mile buffer area around the White Earth Reservation in the 1855 Treaty Territory, and that the failure to obtain such a permit results in “Enforcement Actions” including but not limited to a monetary penalty of up to \$5,000 per violation, per day, and possible legal action taken against the “non-compliant” individual by the Band;

WHEREAS, farmers and other individuals may require a high-capacity well and/or a high-capacity pump on their fee-owned land, for their purposes;

WHEREAS, the State of Minnesota Department of Natural Resources regulates high-capacity wells and high-capacity pumps under State Regulation;

WHEREAS, the State of Minnesota Department of Natural Resources has developed the regulations it has determined appropriate for the relevant lands and waters within the State and to manage and protect the resources of the State; and

¹ 2022 Census of Agriculture, County Data, USDA National Agricultural Statistics Service.

WHEREAS, all citizens of the State of Minnesota are subject to the regulations promulgated by the Minnesota Department of Natural Resources.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota is hereby in support of any individuals found by the White Earth Band to be “in violation” of its Ordinance, and facing regulatory consequences and/or legal action by the Band, on the basis that the Band does not possess jurisdiction over nonmembers to enforce such an Ordinance over nonmembers on nonmember-owned fee lands within the White Earth Reservation and the five miles around of its boundaries.

Duly adopted this 7th day of May, 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

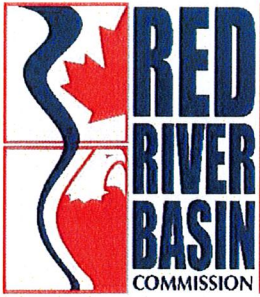
/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okeson
John Okeson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified Interim County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held May 7, 2024, as recorded in the record of proceedings.

Carrie Smith
Interim County Administrator



Red River Basin Commission

Manitoba • Minnesota • North Dakota • South Dakota

Fargo Office: 1120 28th Avenue North, Suite. C, Fargo ND 58102
Phone 701-356-3183

Winnipeg Office: 205 – 203 -1111 Munroe Avenue • Winnipeg, MB R2K 3Z5
Phone 204-982-7250 • info@redriverbasincommission.org

www.redriverbasincommission.org

2023 - 2025

BOARD OF DIRECTORS

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Sen. Larry Luick
Sen. Rounds
Sen. Smith-Carson Ouellette
Sen. Thune-Judy Vrchota

April 17, 2024

Carrie Smith
County Administrator
Becker County
915 Lake Avenue
Detroit Lakes, MN 56501-3403

Dear Ms. Smith:

The Minnesota County Commissioners' Joint Powers Board has asked the Red River Basin Commission to continue to provide its administration. This is a role that we feel is important to fulfilling our mission of creating a comprehensive, integrated basin-wide plan, building consensus and commitment to that plan, and speaking with a unified voice for the Red River Basin.

This letter serves as our formal request for release of funding in Becker County's budget for 2024 in the amount of \$599.00, Joint Power Board's share. This request is based upon the agreed-upon rate of 2.5 cents per capita times the population in Becker County in the Red River Basin.

TOTAL FUNDS REQUESTED: \$599.00

Please Remit To:

Red River Basin Commission
David Piepkorn
1120 28th Ave. N., Suite C
Fargo, ND 58102

Julie Goehring and Stacey Lundberg will be providing coordination for the JPB. Please don't hesitate to call Julie, Stacey, or myself at 701-356-3183 if you have any questions.

Sincerely,


Ted Preister
RRBC Executive Director



April 26, 2024

Senator Founj Hawj
3231 Minnesota Senate Building
St. Paul, MN 55155

Representative Rick Hansen
407 State Office Building
St. Paul, MN 55155

Chairs Hawj and Hansen:

We are writing today to urge you to not include in the Omnibus Environment Budget Bill language contained in the Senate Omnibus Budget Bill drawn from SF3557/HF3783 and SF3480/HF4304. This provision would require Minnesota Tribal Governments be given the right-of-first refusal to purchase tax forfeited parcels, if any of the parcel falls within the boundary of an Indian Reservation.

The language included in the Senate Omnibus Budget Bill would have the potential for large tracts of land outside the boundary of an Indian Reservation to now become tribal lands. Our counties are also concerned about how this legislation will impact tax forfeited public forest lands that Becker, Clearwater, and Mahnomen Counties cooperatively manage along with the Minnesota DNR in the White Earth Forest. These lands are currently available for forestry and public recreational purposes.

Much of the tax forfeited land in Becker County was given up by the timber industry nearly 100 years ago. When taxes were not paid, counties were able to claim the land and earn funds from the sale of timber rights on those parcels. This is a longstanding practice that has provided the counties with a reliable income stream for a century.

We also believe strongly, the current system already allows for any tribal government to bid on a parcel of land through an impartial process, which does not favor one bidder over another. The current law also does not prohibit a county from choosing to offer a tribal government the right-of-first refusal on a tax forfeited parcel.



Counties, however, do have a fiduciary responsibility to their local taxpayers to maximize the sales price of tax forfeited lands. The revenues earned from the sale of these parcels supplements the services provided to taxpayers in our counties, townships, and school districts. This language will no longer allow for the sales of land to all interested parties. The elimination of the bidding process will curtail the ability of counties to sell tax forfeited land at the most lucrative price. We believe there is an impartial sale process in place today. We are opposed to making changes to a system that works effectively and protects the taxpayers in our communities.

We, the undersigned counties, thank you for considering our viewpoint as you work to complete the Omnibus Environment Budget bill.

John Okeson
County of Becker

Mark Larson
County of Clearwater

Darvin Schoenborn
County of Mahnomen

CC: Governor Tim Walz
DNR Commissioner Strommen
Speaker of the House Hortman
House Minority Leader Demuth
Senate Majority Leader Murphy
Senate Minority Leader Johnson

Becker County
Board of County Commissioners
Tax Information for Proposed State Land Acquisition

Lands to be acquired are described as follows:

The Northwest Quarter (NW ¼); the Northeast Quarter of the Southwest Quarter (NE ¼, SW¼); the Southeast Quarter of the Southwest Quarter (SE¼, SW¼); excepting and reserving therefrom a strip of land 16 ½ feet wide along the South side thereof; and that part of the East Half (E ½) which lies West of the Pelican River, also known as County Ditch 13; all in Section 23, Township 139 North Range 41 West of the Fifth Principal Meridian in Becker County, Minnesota;

Excepting therefrom, the Plat of Detroit Lakes North Industrial Park, the Plat of Detroit Lakes North Industrial Park First Addition, and the Plat of Rearrangement of Detroit Lakes North Industrial Park First Addition, according to the Plats filed and of record in the office of the County Recorder, Becker County, Minnesota.

Approximate Acres: Roads – 1.5 acres
Low Ground Marsh/Brush – 188.63 acres
Woods – 25.7 acres
Total – +/-215.83 acres

Taxes: 2023 Estimated Market Value - \$315,100
2023 Taxes Paid - \$318
Appraised Value - \$432,000
PILT (Payment in Lieu of Taxes) - \$3,240 (3/4 of 1% of appraised value)

The Property would become part of the Frank State Wildlife Management Area (WMA).

Becker County
Board of County Commissioners
Review of Proposed State Land Acquisition

In accordance with Minnesota Statutes 97A.145, Subd. 2, the Commissioner of the Department of Natural Resources on _____ provided the county board with a description of lands to be acquired by the State of Minnesota for water, forestry, wildlife, and natural plant community conservation purposes.

Lands to be acquired are described as follows:

The Northwest Quarter (NW ¼); the Northeast Quarter of the Southwest Quarter (NE ¼, SW¼); the Southeast Quarter of the Southwest Quarter (SE¼, SW¼); excepting and reserving therefrom a strip of land 16 ½ feet wide along the South side thereof; and that part of the East Half (E ½) which lies West of the Pelican River, also known as County Ditch 13; all in Section 23, Township 139 North Range 41 West of the Fifth Principal Meridian in Becker County, Minnesota;

Excepting therefrom, the Plat of Detroit Lakes North Industrial Park, the Plat of Detroit Lakes North Industrial Park First Addition, and the Plat of Rearrangement of Detroit Lakes North Industrial Park First Addition, according to the Plats filed and of record in the office of the County Recorder, Becker County, Minnesota.
Totaling 215.83 acres.

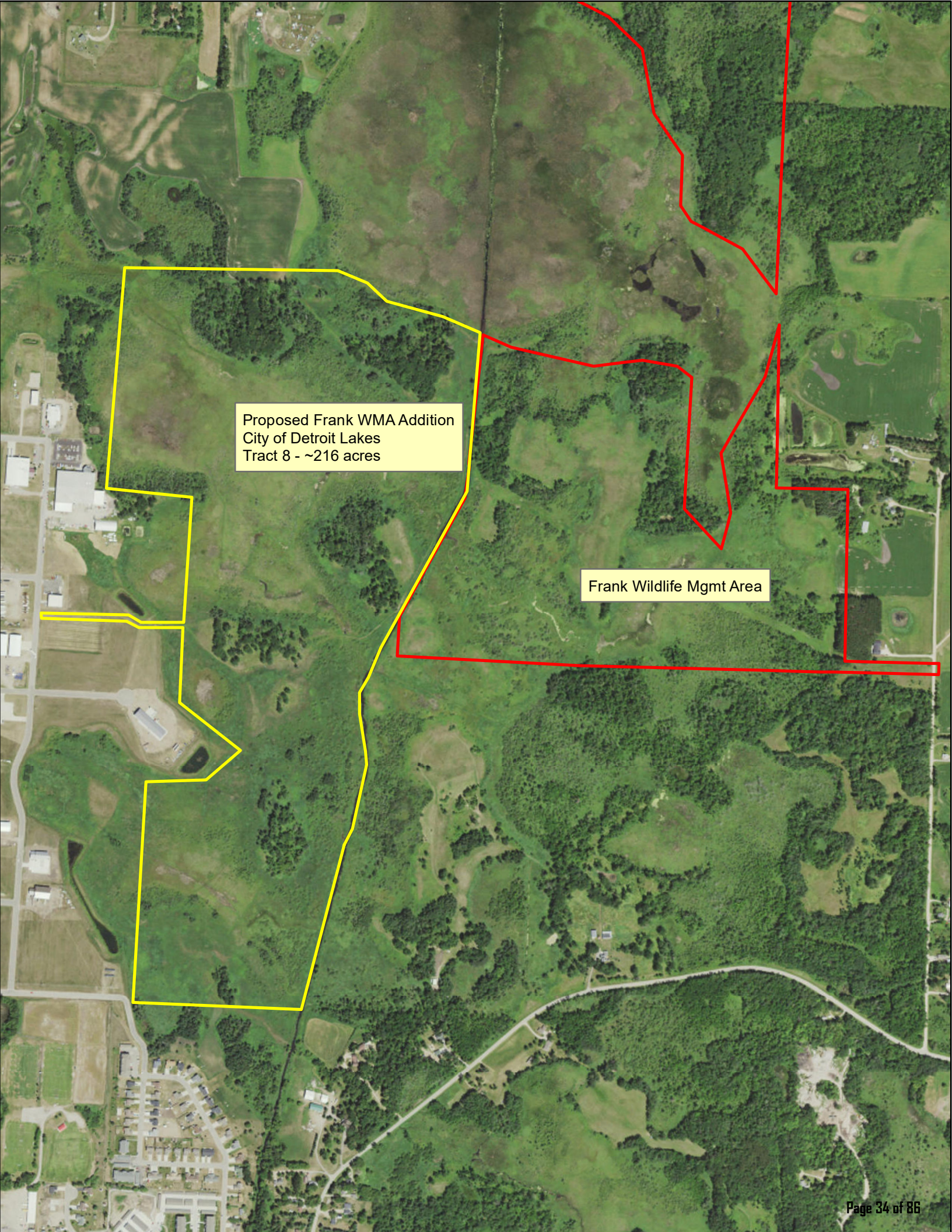
IT IS HEREBY RESOLVED, by the Board of County Commissioners of _____ County on _____ that the State’s proposed acquisition of the attached described property be (approved) (disapproved).

If applicable, reasons for disapproval:

This resolution was presented by Commissioner _____, seconded by Commissioner _____ and upon vote was duly adopted.

I, _____, County Auditor of the County of _____, State of Minnesota, certify that the foregoing resolution is a true and correct excerpt of the minutes of the Board of County Commissioners, County of _____, State of Minnesota held at _____, Minnesota, on the _____ day of _____, 20__.

County Auditor
County of _____
State of Minnesota



Proposed Frank WMA Addition
City of Detroit Lakes
Tract 8 - ~216 acres

Frank Wildlife Mgmt Area

Draft Dress Code Unacceptable 04/17/24

No jeans with holes

No Flip Flops (items you would wear to the beach, plastic) no slippers and shoes required

No offensive graphics/messaging on clothing

No dirty or wrinkled clothing

No tight or revealing clothing

- Plunging necklines, midriff-revealing crop tops, sheer fabrics, miniskirts, don't belong in the workplace. A man's unbuttoned shirt shouldn't show off his chest hair.
- When you wear revealing attire people may not respect your professionalism. You can debate the fairness of that, and you may not be wrong, but it, unfortunately, might not change people's perceptions.

Too Casual

Don't wear clothes that make it difficult to work

Too high stilettos, tight skirts, or dresses

Don't wear too much aftershave or perfume

No shorts unless approved by your Department Head

No clothing with political slogans

WORKPLACE ATTIRE POLICY

Policy Statement

Workplace attire must be neat, clean, and appropriate for the work being performed and for the setting in which the work is performed. Uniforms may be required for certain positions. Employees are representatives of the County while at work or performing work on behalf of the County, and therefore must be neat in appearance and may not appear to be endorsing any products or causes in their official capacity. Supervisors should communicate the workplace attire and appearance guidelines to staff during the orientation and evaluation period or during the trial period. Any questions about the County's or department's guidelines for attire should be discussed with the immediate supervisor. Regardless of dress, all staff must carry or wear the County's identification badge at all times while at work.

Guidelines

- Staff are expected at all times to present a professional, businesslike image to clients, customers, and the public. Acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment.
- Employees working in office environments will generally be required to wear office casual attire.
- Employees shall not wear clothing with advertising, slogans, or graphics.
- Certain staff may be required to meet special dress, grooming and hygiene standards, such as wearing uniforms, depending on the nature of their job.
- Depending upon the duties of the position and Department non-office environments (field work), Departments with low levels of public contact, or on special occasions, employees may, at the discretion of the Department Head, authorize more casual attire such as t-shirts. In these circumstances, employees are still expected to present a neat appearance and are not permitted to wear ripped or disheveled clothing, athletic wear, or similarly inappropriate clothing.
- Any employee who does not meet the standards set by this policy will be required to take corrective action, which may include leaving the premises to change clothing. Hourly-paid staff will not be compensated for any work time missed because of failure to comply with designated workplace attire standards.

Rationale for Workplace Attire

There are four business-related reasons for implementing workplace attire guidelines:

1. to ensure safety while working;
2. to present or create a professional or identifiable appearance for visitors, customers, and the public;
3. to promote a positive working environment and limit distractions caused by provocative or inappropriate dress; and
4. to ensure that there is no appearance that the County is endorsing any products or causes or that employees are using their positions as public employees for personal or political gain.

Workplace Attire Standards/Guidelines

The County has established a general guide for all departments with the understanding each department is unique and may have a need to determine its own definition of acceptable attire and grooming standards for safety reasons. This process should weigh the department's operating environment, industry norms, safety considerations, the nature of the jobs being performed and currently acceptable business dress standards. The process of creating standards is being approached in the following manner.

- Listing specific unacceptable clothing and grooming habits.

Religious Issues

A department's workplace attire guideline must not violate Title VII if it interferes with a staff member's observance of religious practices since the County must accommodate a staff member's religious beliefs unless the accommodation creates an undue hardship.

Casual or Dress-Down Days

Fridays may be designated as casual dress days. Acceptable casual dress includes jeans, sweatshirts with sports team, university, or fashion brand logos.

Workplace Attire and Hygiene

If a staff member's poor hygiene is at issue, the supervisor should discuss the problem with the staff member in private to prevent unnecessary embarrassment and should point out specific problems to be corrected. The same approach can be used with a staff member who wears too much perfume or cologne. If the problem persists, supervisors should follow the normal corrective action process for repeated standards of conduct and behavior infractions.

Business Casual Dress Code

County employees are to dress appropriately in business casual attire. Because our work environment serves customers, professional business casual attire is essential. Customers make decisions about the quality of our services based on their interaction with employees. Use courtesy towards coworkers and your professional image to customers as the factors you use to assess whether you are dressing in business attire that is appropriate. Employees who wear attire that is deemed inappropriate in this workplace will be dealt with on an individual basis rather than subjecting all employees to a more stringent dress code for appropriate business attire.

Casual Dress Code

County employees are to dress appropriately in business attire of a casual nature. Our work environment for employees encourages employees to dress comfortably for work. Please do not wear anything that other employees might find offensive or that might make coworkers or members of the public uncomfortable. Our goal is to provide a workplace environment that is comfortable and inclusive for all employees and the public. We expect that your business attire, although casual, will exhibit common sense and professionalism. We will deal with employees who wear attire that is inappropriate in this workplace on an individual basis rather than subjecting all employees to a more stringent dress code for appropriate business attire.



Classification: County Administrator, Grade 20
Department: Administration
Reports to: County Board
FLSA Classification: Exempt
Union Status: Non-Union
Board Approved: 4/4/2024

Position Summary

The County Administrator is appointed pursuant to Minnesota Statute 375A.06 and is responsible for the administration of all County Board ordinances, regulations, resolutions, and policies and for the administration and direction of all programs and functions of government under the authority of the Board of Commissioners. The Administrator plans, directs and coordinates the overall administrative and financial operations and serves as chief administrative officer ensuring proper operations, staffing, budgeting, and fiscal management.

Essential Duties and Responsibilities

Directs overall management of the County

- Prepares, presents, and reports the County's operating and capital budgets.
- Manages all department heads and works closely with elected officials, providing overall direction, coordination, and evaluation of these units.
 - Carries out these responsibilities in accordance with the organization's policies, applicable laws, and goals.
 - Facilitates coordination of activities with state entities.
- Provides administrative support to County Board and serves as statutory clerk to the Board.
- Prepares and organizes meetings, work sessions and agenda items.
- Responds to informational requests from Board members.
- Researches and prepares policy recommendations to the County Board.
- Manages labor negotiations for all collective bargaining agreements.
- Provides on-going consultation on labor contract issues with HR and Departments.
- Consults and advises on human resources issues, prepares revisions to personnel policies, and interprets policies.
- Monitors legislative action and informs County Board and Departments of implications to the County.
- Responsible as the County's public information officer.
- Provides advice and direction on departmental operational matters.
- Appoints, suspends, and removes, with approval of County Board, all county personnel whose appointments are a function of the County Board.
- Oversees the central services provided to all county departments including human resources, information services, property management, accounting, budgeting, and other services that overlap departments.
- Leads and completes various county-wide special projects.

Serves as Department Head

- Prepares and monitors annual operating budget and approves bills submitted from department.
- Reviews and approves bills sent to other government entities.
- Develops and recommends policies affecting the Department to the County Board and provides reports and presentations to the County Board.
- Develops long-range capital improvement projects and programs.
- Coordinates the goals, objectives and priorities of the Department.
- Leads the operations of the Department and oversees, manages and directs the staff, the work and work activities of the Department in alignment with the vision and directives of the County Board

<ul style="list-style-type: none"> • Participate in meetings with outside agencies to provide direction regarding contracting standards, communication and public infrastructure
Supervision <ul style="list-style-type: none"> • Manages and directs the staff and the employees' work activities in alignment with the County's vision and direction. • Provides effective supervision, training, and guidance for assigned personnel; is approachable; anticipates changes and manages challenges. • Promotes teamwork and cooperation. • Serves as a positive role model of successful performance and ethical conduct. • Monitors and documents the work performance of assigned personnel on a timely and continual basis, conducts effective coaching, reviews performance, and takes corrective action whenever necessary. • Delegates responsibility and authority. • Responsible for scheduling work assignments, tracking, and approving hours of work. • Works with Human Resources on hiring, promoting and/or transferring of employees and discipline and/or suspension or termination.
<ul style="list-style-type: none"> • Attend trainings as needed and participates in professional organizations. • Represents Benton County on a variety of committees, boards, and organizations. • Performs other duties as assigned or apparent.

Qualifications

Education: Bachelor's degree in public or business administration, political science, law or related field and at least 7 years progressively responsible public sector administrative experience, some of which involves directing staff, programs and significant budgets. Three years of supervisory experience and equal or equivalent combination of education/ training/ experience.

Requirements:

- Valid MN driver's license required.
- Extensive knowledge of the best practices, methods, and techniques for effective public administration.
- Knowledge of government operations including legislative process, tax structure, governmental relationships, and funding mechanisms.
- Considerable interpersonal skills in building and sustaining coalitions and effective working relationships with employee groups, elected and public officials, public and private agencies, other local units of government, and the general public.
- Working knowledge of local government finance practices including budgeting, cash management, investments, and internal controls.
- The ability to develop and implement goals and objectives; plan, coordinate, direct and evaluate the work of others; develop and implement policies and procedures; and to supervise personnel in a manner conducive to efficient performance and high morale.
- The ability to communicate effectively, orally and in writing, and have strong positive public relations skills.
- Ability to formulate strategic direction in keeping with the overall organizational mission, with broad guidance/governance and provide overall guidance to management.
- Ability to maintain effective working relationships with regular interaction with persons of influence involving considerable tact, discretion, and persuasion to negotiate important agreements or elicit desired behaviors.

Physical Demands and Working Conditions

- Work is performed in an office setting.
- Headaches, eyestrain, and other related occupational hazards reflect the most common potential for injury.

- Work is light duty and sedentary with the ability to lift, carry or push up to 20 pounds.
- This position may be occasionally exposed to mental effort and stress.
- This position frequently performs work under high attention to detail and deadlines.

Equipment Utilized

- Office equipment and computer hardware and software.

Competencies Common to all County Positions

- Develop, maintain a thorough working knowledge of, and comply with all departmental and applicable County policies and procedures.
- Demonstration by personal example the spirit of service, excellence, and integrity expected from all staff.
- Develop respectful and cooperative working relationships with co-workers, including willing assistance to newer staff so job responsibilities can be performed with confidence as quickly as possible.
- Confer regularly with and keep immediate supervisor informed of all important matters which pertain to the applicable job functions and responsibilities.
- Represent Becker County in a professional manner to the public, outside contacts and constituencies.

BECKER COUNTY BOARD OF COMMISSIONERS MEETING 5/7/2024

BECKER COUNTY AUDITOR TREASURER

Tobacco License - Renewal

1. WE-Fest – Raymond Mithun – Lakeview Twp

On-Sale Liquor License w/Sunday Sales - Renewal

1. Sunlite Bar & Grill – HJ Gerdes – Detroit Twp

Tubing Permit

1. K & K Tubing inc. – Roger Klemm – Erie Township

RESOLUTION
BECKER COUNTY BOARD OF COMMISSIONERS
ESTABLISHING AN ABSENTEE BALLOT BOARD
RESOLUTION 05-24-1A

- WHEREAS,** Becker County is required by Minnesota Statutes 203B.121, Subd. 1 to establish an Absentee Ballot Board, effective June 28, 2024 and September 20, 2024; and
- WHEREAS,** this board will bring uniformity in the processing of accepting or rejecting returned absentee ballots in Becker County; and
- WHEREAS,** the Absentee Ballot Board would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy county auditors trained in the processing and counting of absentee ballots;
- THEREFORE BE IT RESOLVED,** the Becker County Board of Commissioners hereby establishes an Absentee Ballot Board that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy auditors to perform the task. The Location will be 915 Lake Avenue, Detroit Lakes, Original Courthouse.

Duly adopted this 7th day of May, 2024 in Detroit Lakes, Minnesota

BECKER COUNTY BOARD
BECKER COUNTY, MINNESOTA

ATTEST:

<u>/s/</u>	<u>Carrie Smith</u>	<u>/s/</u>	<u>John Okeson</u>
	Carrie Smith		John Okeson
	Interim County Administrator		Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified Interim County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held May 7, 2024, as recorded in the record of proceedings.

Carrie Smith
Interim County Administrator



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: May 7th, 2024

SUBJECT: Docks for Lake Sallie and Muskrat

THROUGH: Natural Resources Management Committee

TO: Becker County Board of Commissioners

1. Discussion: There is a need to place a dock at Lake Sallie and Muskrat Lake near the Tram to safely unload passengers if their watercraft is considered too heavy to transport them across the tram. The tram was not built for today's oversized watercraft, nor can it handle the extra weight inside the craft to some degree, this will also assist in transportation during low water levels. Staff have gathered several quotes but need some flexibility on pricing to figure out which dock and length are best suited for this project.
2. Funding: Budgeted amount from Fund 15, Parks & Recreational Fund.
4. Action request: Allow NRM Supervisor to purchase two docks and needed accessories, up to a maximum total of \$12,000.
5. The point of contact for this memorandum is Steve Skoog/Mitch Lundeen

Distribution: Board of Commissioners, County Administrator

2024 Tram Dock Quotes

Company	Quantity	Size	Ramp	Accessories	Costs	Comments
Newmans	1	5'x16'	5'x8'	\$200 (legs/wheels)	\$ 3,300.00	Rubber End Bumpers \$70/piece
Lakeland	1	5'x16'	5'x4'	\$150 (legs/wheels)	\$ 4,744.90	
Beach King	1	5'x20'		\$670 (legs/wheels)	\$ 3,910.00	Built and Delivered
TS Docks and I	1	4'x16	4'x4'		\$ 3,208.00	Needs assembly/comes as kit.

NAME: _____

ADDRESS: Becker City _____

PHONE: _____

EMAIL:

Page 45 of 86



PORTA-DOCK

{Insert Dealer Logo Here}

```
{delete if none}
```

Quote Date: 4/3/2024

Quote Expiration:

Sub Total	\$4,910.00
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Discount (lump sum):

Discount (percentage):

10%

Tax: \$325.90

Final TOTAL \$4,744.90

NOTES:



LAKELAND DOCK & LIFT
29000 US HWY 10
DETROIT LAKES, MN 56501

PAGE NO 1

PHONE: (218) 847-2108

CUST NO:	JOB NO:	PURCHASE ORDER:	REFERENCE:	TERMS:	CLERK:	DATE / TIME:
6629	000			NET 10TH	JK	4/3/24 1:17

TERMINAL: 213

EXP. DATE: 5/3/24

SOLD TO:
BECKER COUNTY - MITCH

SHIP TO:

TAX: M6 DETROIT LAKES STORE T

DETROIT LAKES MN
218-849-2151

ESTIMATE: 2883 /2

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1		1	EA	510-43502-01	SE Ramp,6x8'Alum(Grey)Att. Kit S DISCOUNT: 10.00%	1628.00	1	1465.20 /EA	1,465.20 D
2		1	EA	510-27600-00	Wheel Kit, QA XX Deep (pair) BZ DISCOUNT: 10.00%	713.00	1	641.70 /EA	641.70 D
3		1	EA	510-27400-00	Wheel Kit, QA Deep (pair) BZ DISCOUNT: 10.00%	451.00	1	405.90 /EA	405.90 D
4		4	EA	010-06001-00	Wheel, Plastic (Drilled) DISCOUNT: 10.00%	83.00	4	74.70 /EA	298.80 D
5		1	EA	510-08025-00	Dock, QA Roll-In 6' x 12' (4H) G DISCOUNT: 10.00%	3290.00	1	2961.00 /EA	2,961.00 D

TAXABLE	5772.60
NON-TAXABLE	0.00
SUBTOTAL	5772.60

TAX AMOUNT	425.73
------------	--------

TOTAL	6198.33
--------------	----------------

TOT WT: 0.00

X

Received By

Mitch Lundeen

From: Jim Arno <jimarno@jkmarine.com>
Sent: Wednesday, April 3, 2024 1:51 PM
To: Mitch Lundeen
Subject: [EXTERNAL]Beach King Dock

BECKER COUNTY SECURITY NOTICE:

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

2024 Beach King Dock
Full Aluminum with Titan composite maintenance free decking
5-ft wide by 20-ft long
Dock is \$3240
Each pair of commercial dock size legs is \$220.
Each pair of wheels (plastic tires) is \$450.
Hope this helps and thanks!
15-year warranty on all metal and welds
Lifetime warranty on the decking.
This is built and delivered.

<https://www.beachkinginc.com/>

Jim Arno
J&K Marine
24147 Wine Lake Rd
Detroit Lakes, MN 56501
218-844-1126
jimarno@jkmarine.com

Bemidji Sports Centre
1826 Anne Street NW
Bemidji MN 56601 1306
218-751-4477

BECKER COUNTY SHERIFFS OFFICE

Buyer's Order

Date 04/12/2024
Order No.
Salesman STEVEN HELLER
Lienholder NONE

925 LAKE AVE
DETROIT LAKES MN 56501
H 612-968-7804 W

C 612-968-7804

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Dealer Retail Price
New	2024		Temporary Unit		TEMP	\$0.00

2025 POLARIS TITAN ADU 650

Options:

1.5"

BLACK

75

Manufacturer Base Price	\$0.00
Manufacturer Options (M)	\$0.00
Manufacturer Sugg Ret Price	\$0.00
Dealer Retail Price	\$0.00
	(\$16,199.00)

Customer Price	\$16,199.00
Freight	\$0.00
Dealer Added Options (D)	\$0.00
Customer Added Options	\$0.00
Dealer Prep / Rigging Fee	\$0.00

Unit Subtotal	\$16,199.00
Finance Fee	\$0.00
Delivery	\$0.00
Surcharge	\$0.00
do not use	\$0.00
	\$0.00
	\$0.00
Service Contract	\$0.00
Property / Liability	\$0.00
TRANSIT FEE	\$0.00
PREPAID MAINT	\$0.00
THEFT PROTECTION	\$0.00
TIRE & WHEEL	\$0.00
TORQUE GROUP	\$0.00
Lien Recording Fee	\$0.00
Customer Rebate	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$125.00
Sales Tax	\$0.00

Cash Price	\$16,324.00
Trade Allowance	\$0.00
Payoff	\$0.00

Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$16,324.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00

Sub Total (Net Sale + Other Charges)	\$16,324.00
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$16,324.00

Notes:

Trade Information

Monthly Payment of \$0.00 For 0 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.
*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

BILLING ADDRESS

BECKER CTY SHERIFF'S DEPT
BECKER CTY SHERIFF'S DEPT
PO BOX 702
DETROIT LAKES, MN 56502
218-847-2661

SHIP ADDRESS

BECKER CTY SHERIFF'S DEPT
BECKER CTY SHERIFF'S DEPT
PO BOX 702
DETROIT LAKES, MN 56502
218-847-2661

Sales Rep	Terms	Tax Code	Customer PO	Permit Number	Sales Type	Ship Date
2 - Parts Manager	Default	NT			Regular or Over the Counter	4/17/2024

Req	Fill	OEM Code	Item No.	Item Description	Bin Location	List	Your Price	Amount
1.00	1.00			2025 MODEL # S25AJE6RSN 650 TITAN ADVENTURE 155		17,299.99	17,299.99	17,299.99
			1.5					

Invoice Payments

Type	Amount	Date
------	--------	------

THANK YOU FOR YOUR BUSINESS

All returns are subject to a 20% restock fee.
No returns without receipt.
No returns on electrical items.
No returns after 14 days.
No returns on special orders or close out items.

Tracking No.

Total Invoice

Items:	0.00
Fees:	0.00
Labor:	0.00
Kits:	0.00
Units:	0.00
Misc:	17,299.99
Subtotal:	17,299.99
Ship by Will Call:	0.00
Becker	0.0000
NT	0.0000
Total Due:	17,299.99
Total Paid:	0.00
Balance Due:	17,299.99

SQUAD VEHICLES PRICING

<u>Item</u>	<u>PRICER PER</u>	<u>AMOUNT</u>	<u>COST</u>
CODE4-MARKED FORD EQUIP/INSTALL	\$6,647.58	2	\$13,295.16
CODE4-MARKED TAHOE EQUIP/INSTALL	\$20,500.33	3	\$61,500.99
CODE4-MARKED FORD K9 EQUIP/INSTALL	\$8,470.00	1	\$8,470.00
STALKER RADAR	\$3,550.00	2	\$7,100.00
COMPUTERS w/ADDITIONAL BATTERY	\$3,621.00	6	\$21,726.00
CRADLEPOINT ROUTER	\$1,927.98	2	\$3,855.96
STRIPING	\$600.00	6	\$3,600.00
OLD SQUAD TEARDOWN	\$700.00	5	\$3,500.00
<u>TOTALS COST</u>			\$123,048.11
LEFTOVER FROM VEHICLE BUDGET			\$14,984.00
EQUIPMENT BUDGET			\$128,818.00
TOTAL BUDGET			\$143,802.00

leftover from both budgets

\$20,753.89

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 05-24-1D

**Bid Award
Project SAP 003-630-007
CSAH 30**

WHEREAS, a bid in the amount of \$1,790,334.33 from RL Larson Excavating, Inc. of St. Cloud, MN was the low bid received in the bid letting on April 25, 2024 for Reclaiming, Bituminous Surfacing, Urban Reconstruction, Underground utilities (Watermain, Sanitary Sewer & Storm Sewer) SAP 003-630-007 CSAH 30, from South River Drive to North Junction with TH 87 in the City of Frazee.

WHEREAS, the bid is considered reasonable and is 39.08% under the engineer's estimate;

WHEREAS, Becker County and the City of Frazee have coordinated this project jointly and the County and City Have reviewed Its share of the construction costs;

NOW THEREFORE BE IT RESOLVED that Becker County hereby awards a contract to the low bidder, RL Larson Excavating, of St. Cloud, MN

BE IT FURTHER RESOLVED that the County Chairman and County Administrator are hereby authorized and directed, on behalf of Becker County to execute and enter into said contract.

Duly adopted this 7th day of May 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okeson
John Okeson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified Interim County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held May 7, 2024, as recorded in the record of proceedings.

Carrie Smith, Interim County Administrator

BECKER COUNTY HIGHWAY DEPARTMENT
SAP 003-630-007
BID TABULATION - BID OPENING APRIL 25, 2024

Contractor	Total	% Over/Under Estimate
Engineer's Estimate	\$2,938,939.50	
RL Larson Excavating, Inc.	\$1,790,334.33	39.08% UNDER
C&L Excavating, Inc.	\$2,175,538.60	25.98% UNDER
J.R. Ferche, Inc.	\$2,203,160.95	25.04% UNDER
Sellin Brothers, Inc.	\$2,366,056.75	19.49% UNDER



We listen. We solve.™

Change Order Request Form

Project Name:	Becker County – CSAH 30 Reconstruction		
Change Order No.:	1	Client:	Becker County
Initiation Date:	4/25/2024	Client Contract No.:	
Submitted By:	Chris Thorson	Ulteig Project No.:	22.12434
		Work Order No.:	

SCOPE

Description of Work:

*See Exhibit A

Total Fee for Changes to Scope: \$150,000.00 (Hourly Estimated)

SCHEDULE

Schedule Impact: ☒ No ☐ Yes (explain below)

BUDGET

Original Contract Sum	\$160,000.00
Change Order Price	\$150,000.00
<input type="checkbox"/> Firm Price <input checked="" type="checkbox"/> T&M <input type="checkbox"/> T&M Not to Exceed <input type="checkbox"/> Other	
Pending Change Orders	\$0.00
Previous Authorized Change Orders	\$0.00
New Contract Sum	\$310,000.00

AUTHORIZATION:

Client: Becker County, MN

Ulteig Engineers, Inc.

Address: 200 State Street. East
Detroit Lakes, MN 56501

3350 38th Avenue South
Fargo, ND 58104

By:

Name

Signature

Date:

By:

Name

Signature

Date:

EXHIBIT NO. A

SCOPE OF SERVICES

4/25/2024

Project Location: CSAH 30 – South River Road northeast to Trunk Highway 87 in Frazee, MN.

Project Description: Construction Services for the street and drainage improvements of CSAH 30 from South River Road NE to TH 87. Work will be in accordance with the Minnesota Department of Transportation and Becker County Highway Department standards.

Scope of Services:

1.0 General

- 1.1. Ulteig will serve as the Owner's professional engineering representative and give consultation and advice to Owner while performing this Scope of Services (and any Additional Services) on the Project.

2.0 Construction Services

- 2.1. Upon award of the construction contract on the Project by Owner, Ulteig shall have the authority to act on behalf of Owner and shall issue all of Owner's instructions to contractor.
- 2.2. Provide periodic construction observation on the Project.
- 2.3. Review necessary shop and working drawings furnished by contractors.
- 2.4. Interpret, where necessary, the intent of the Drawings and Specifications.
- 2.5. Staking out work.
- 2.6. Review and approve contractor's estimates of progress.
- 2.7. Review and approve final payments to contractor.
- 2.8. Conduct a final inspection of all construction and issue a written certification of final inspection to Owner.

3.0 Resident Project Representative Services

- 3.1. Ulteig shall furnish Owner a Resident Project Representative (RPR), assistant or other field staff to observe, on a full-time basis, the progress and quality of contractor's work on the Project.
- 3.2. The duties and responsibilities of the RPR are limited to those expressly set forth in the Agreement, and those described below:
 - 3.2.1. Conduct routine on-site observations of contractor's work to determine if the work is proceeding in accordance with the contract documents.
 - 3.2.2. Inform Engineer whenever RPR believes that contractor's work will not produce a completed project that conforms to the contract documents or will prejudice the integrity of the design concept of the completed project as a functioning whole; or has been damaged; or does not meet the requirements of any observation, test, or approval required to be made.

- 3.2.3. Maintain orderly correspondence and project related document files produced or received by RPR.
 - 3.2.4. Prepare a daily report or keep a diary or log book, recording items such as: contractor's hours on the jobsite, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations.
 - 3.2.5. Report immediately to Engineer any site accidents, hazardous environmental conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes.
 - 3.2.6. Furnish Engineer periodic reports detailing contractor's progress and compliance with the progress schedule.
 - 3.2.7. Upon completion of construction, furnish original set of all RPR project documentation to Engineer.
- 3.3. In addition to the limitations set forth herein and in the Agreement, the RPR shall not authorize any deviation from the contract documents or substitution of materials or equipment (including "or equal" items) unless expressly authorized by Engineer.

4.0 Additional Services

- 4.1. If authorized by the Owner, Ulteig will furnish or obtain from others Additional Services. Owner shall pay Ulteig for Additional Services as provided for in this Work Order. Additional Services include, but are not limited to:
- 4.1.1. Additional Services due to significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction.
 - 4.1.2. Revising previously approved Reports, Design documents, Drawings, or Specifications.
 - 4.1.3. Preparing Environmental Studies and documents such as an Environmental Assessment.
 - 4.1.4. Additional Services in connection with providing legal surveys, easements, and wetland delineation.
 - 4.1.5. Conducting an on-site visit of the Project prior to expiration of the construction warranty period and reporting observed discrepancies under warranties provided by the construction contract.
 - 4.1.6. Extensive assistance in the initial start up and test operation of equipment or systems and the preparation of manuals of operation and maintenance.
 - 4.1.7. Additional Services and costs necessitated by out of town travel required of Ulteig other than visits to the Project.
 - 4.1.8. Additional Services in connection with the Project including services normally furnished by the Owner and services not otherwise provided for in this Agreement.
 - 4.1.9. Preparing to serve and serving as an expert witness for the Owner in any litigation or other proceeding involving the Project.

4.1.10. Preparation of assessment rolls for projects financed wholly or in part by the levying of special assessments against benefited parcels of land.

4.1.11. Completion of record drawings for Project.

Services Compensation and Method of Payment:

1.0 Construction Services and Resident Project Representative Services - Hourly (Estimated \$150,000)

- 1.1. For Construction Services, Resident Project Representative Services, and Additional Services, Owner shall pay Ulteig on an hourly basis per Ulteig's current rate schedule.
- 1.2. Ulteig's hourly rates are subject to annual increase, usually in January. Rates may also be affected by factors including, but not limited to, unusual time constraints or aggressive deadlines.

2.0 Reimbursable Expenses

- 2.1 Disbursements for certain items, such as travel expenses, consultant's fees, field office expenses, resident project representative's subsistence and transportation, GPS equipment, long distance calls, facsimile service, photocopying and computerized research are usually advanced by us and will be billed separately in accordance with Ulteig's current hourly rate schedule.

3.0 Additional Services - Hourly

- 3.1 Owner shall pay Ulteig for time worked on Additional Services on an hourly basis in accordance with Ulteig's current hourly rate schedule.
- 3.2 Ulteig's hourly rates are subject to annual increase, usually in January. Rates may also be affected by factors including, but not limited to, unusual time constraints or aggressive deadlines.

Payments To Ulteig

1.0 Construction Services, Resident Project Representative Services, Additional Services, and Reimbursable Expenses

- 1.1 Payments for Construction Services, Resident Project Representative Services, Additional Services, and Reimbursable Expenses shall be made monthly upon presentation of Ulteig's detailed statement.



2024 Hourly Rate Schedule for Civil Municipal Effective January 1, 2024

Engineer		Survey	
Engineering Intern	\$100.00	Survey Technician Intern	\$90.00
Graduate Engineer	\$130.00	Survey Technician	\$110.00
Design Engineer	\$140.00	Lead Survey Technician	\$125.00
Engineer	\$168.00	Senior Survey Technician	\$140.00
Lead Engineer	\$188.00	Survey Crew Chief	\$140.00
Senior Engineer	\$215.00	Land Surveyor-in-Training	\$145.00
Principal Engineer	\$225.00	Land Surveyor	\$155.00
Drafter & Technician		Lead Land Surveyor	\$165.00
CADD/BIM Technician Intern	\$90.00	Senior Land Surveyor	\$198.00
CADD/BIM Technician I	\$100.00	Principal Land Surveyor	\$216.00
CADD/BIM Technician II	\$110.00	Construction Management	
BIM/CADD Lead	\$120.00	Construction Inspector I	\$120.00
Senior BIM/CADD Lead	\$130.00	Construction Inspector II	\$130.00
(BIM) Engineering Technician	\$120.00	Construction Inspector III	\$150.00
(BIM) Designer	\$140.00	Construction Manager	\$165.00
Lead (BIM) Designer	\$150.00	Senior Construction Manager	\$210.00
Senior (BIM) Designer	\$166.00	Planning & Environmental	
Project Management		Environmental Intern	\$80.00
Project Coordinator	\$115.00	Environmental Technician	\$95.00
Senior Project Coordinator	\$135.00	Environmental Specialist	\$120.00
Project Analyst	\$130.00	Lead Environmental Specialist	\$160.00
Senior Project Analyst	\$150.00	Senior Environmental Specialist	\$205.00
Project Controls Specialist	\$156.00	Principal Environmental Specialist	\$225.00
Senior Project Controls Specialist	\$196.00	Data Scientist	\$136.00
Associate Project Manager	\$142.00	Lead Data Scientist	\$186.00
Project Manager	\$160.00	Senior Data Scientist	\$204.00
Senior Project Manager	\$198.00	Planner	\$140.00
Program Manager	\$205.00	Lead Planner	\$155.00
Senior Program Manager	\$216.00	Senior Planner	\$216.00
GIS		Archeologist Intern	\$80.00
GIS Technician	\$115.00	Archeologist Technician	\$95.00
GIS Analyst	\$140.00	Archeologist	\$120.00
Lead GIS Analyst	\$164.00	Lead Archeologist	\$145.00
Senior GIS Analyst	\$172.00	Senior Archeologist	\$190.00
Right-of-Way		Principal Archeologist	\$215.00
Right-of-Way Document Specialist	\$100.00	Other Classifications	
Right-of-Way Specialist I	\$110.00	Clerical	\$60.00
Right-of-Way Specialist II	\$126.00	Staff Support	\$84.00
Lead Right-of-Way Specialist	\$142.00	Principal	\$240.00
Senior Right-of-Way Specialist	\$164.00		
Right-of-Way Manager	\$215.00		

Reimbursable Expenses	
Subcontractors/Subconsultants	Cost
Survey Vehicle	\$0.75/mile
Car/Pickup	IRS Rate/mile
Utility Vehicle	\$205.00/day
Drone, Scanning, Remote Sensing	\$80.00/hour
Meals (Per Diem)	\$65.00/day
Travel and Other Misc. Out-of-Pocket	Cost
GPS Rover (1 unit & controller)	\$28.00/hour
GPS Rover (2 units & controller)	\$49.00/hour
Robotic Total Station	\$39.00/hour

Staking:	
Hubs	\$0.95/each
Lath	\$1.40/each
Posts	\$5.00/each
Rebar	\$1.50/each
Rebar with Caps	\$2.00/each
Section Corner Monuments	\$6.00/each

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 05-24-1E

**Consultant Contract Change Order for Construction Services
Project SAP 003-630-007**

WHEREAS, a contract has been previously approved with Ulteig Engineers, Inc.(Consultant) to perform professional services related to final design and preparation of construction plans and documents for the road reconstruction on CSAH 30 in the City of Frazee;

WHEREAS, the scope of services now need to expanded to include work related to construction engineering as detailed in their Change Order Request Form dated April 25, 2024;

NOW, THEREFORE, BE IT RESOLVED: that the Becker County Board of Commissioners hereby approves the change order in the amount of \$150,000 and authorizes the County Engineer to execute said Change Order.

Duly adopted at Detroit Lakes, MN this 7th day of May 2024.

ATTEST:

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okeson
John Okeson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified Interim County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held May 7, 2024, as recorded in the record of proceedings.

Carrie Smith, Interim County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION 05-24-1F
COOPERATIVE AGREEMENT FOR RECONSTRUCTION
OF CSAH 30/EAST MAIN AVENUE FROM
SOUTH RIVER DRIVE to STATE TRUNK HIGHWAY 87

IT IS RESOLVED that Becker County enter into a cooperative agreement with the City of Frazee for the following purposes:

To define the rights and obligations of the agencies with respect to the reconstruction of the street, installation of new storm water system, and replacement of municipal utilities located on CSAH 30/East Main Avenue from South River Drive to State Trunk Highway 87

IT IS FURTHER RESOLVED that the County Chairperson and County Administrator are hereby authorized and directed, on behalf of Becker County, to execute the Agreement and any amendments to the Agreement.

Duly adopted at Detroit Lakes, MN this 7th day of May 2024.

ATTEST:

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okeson
John Okeson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified Interim County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held May 7, 2024, as recorded in the record of proceedings.

Carrie Smith, Interim County Administrator

**AGREEMENT FOR RECONSTRUCTION
OF COUNTY STATE AID HIGHWAY NO. 30 (EAST MAIN AVENUE)
FROM SOUTH RIVER DRIVE TO STATE TRUNK HIGHWAY 87**

THIS AGREEMENT made and entered on the last day of execution below, between the County of Becker, Minnesota, referred to herein as "County", and the City of Frazee, Minnesota, referred to herein as "Municipality."

RECITALS

1. The County is the road authority for Becker County State Aid Highway #30, which is located within the corporate limits of the Municipality.
2. The County will reconstruct the roadway and install storm sewer utility drainage facilities for County State Aid Highway #30 in the Municipality, identified also as East Main Avenue, from South River Road to State Trunk Highway 87, a distance of approximately 0.60 miles.
4. The Municipality will install, replace, repair, and/or relocate water and sanitary sewer mains located within the County State Aid Highway #30 right of way in the Municipality from South River Road to near 8th Street SE, a distance of approximately 0.36 miles, as deemed necessary by the municipality or to accommodate the Project.
5. The Municipality will pave and or repave portions of River Crest Road, 8th Street SE, Cherry Avenue and the City Hall Alley, as deemed necessary by the municipality or to accommodate the Project.
6. The County and Municipality wish to clearly identify their mutual duties and responsibilities with respect to the improvements described in this agreement, collectively referred to herein as the "Project."

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the parties agree as follows:

1. Recitals. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. Purpose. The purpose of this Agreement is to define the rights and obligations of the parties with respect to the Project.
3. Scope of Work. The County and Municipality shall coordinate the preparation of plans and construction for the Project.

4. Responsibilities of County

- a. The County shall coordinate through the Municipal Engineer the preparation of plans, specifications, bid documents and construction inspection for the project in accordance with Minnesota Department of Transportation State Aid Division requirements.
- b. Review preliminary plans, specifications and bid documents with the Municipality and MNDOT State Aid Division Officials. Direct revision of plans, specifications, and bid documents as required.
- c. Submit final plans, specifications, bid documents, and other related administrative documentation as required to the Municipality and MNDOT State Aid Division for approval.
- d. Conduct the bid opening and coordinate with the Municipality regarding the bid award, including selection of bid alternates.
- e. Contract with the construction contractor.
- f. Report and coordinate with the Municipality regarding the progress of construction.
- g. Administer and prepare all contract administration forms, payment requests, certifications, etc., in accordance with the requirements of MnDOT State Aid Division.
- h. Pay for the following project costs:
 - 1) 100 percent of the cost of the standard street reconstruction, 38' to 44' wide urban section, bituminous surface, 10 ton axle bearing capacity street for the associated work on CSAH 30.
 - 2) 100 percent of the cost of the sidewalk for the associated work on CSAH 30.
 - 3) 100 percent of the cost of storm sewer for the associated work on CSAH 30.
 - 4) Mobilization and traffic control costs will be pro-rated as indicated in the Project plans.
 - 5) Engineering, contract administration and inspection costs provided by the consultant will be invoiced separately to each agency by the consultant.

5. Responsibility of the Municipality

- a. Provide all available data and information, including prior construction plans and specifications, surveys and inspection reports relating to City owned utilities to the County or their consultant.
- b. Review and approve all preliminary plans, specifications and bid documents provided by the County or their consultant.

- c. Consult with the County Engineer or County's Consultant regarding the design, bidding and construction of the improvements.
- d. Pay for the following project costs:
 - 1) 100 percent of the Watermain costs.
 - 2) 100 percent of the Sanitary Sewer costs.
 - 3) 100 percent of the construction costs on Rivercrest Road.
 - 4) 100 percent of the construction costs on 8th Street SE.
 - 5) 100 percent of the construction costs on Cherry Ave.
 - 6) 100 percent of the construction costs on City Hall Alley.
 - 7) Mobilization and traffic control costs will be pro-rated as indicated in the Project plans.
 - 8) Engineering, contract administration and inspection costs provided by the consultant will be invoiced separately to each agency by the consultant.

6. Payment of Costs.

- a. County shall account for and administer payment of all project costs associated with the construction contract as identified in paragraphs 4 and 5.
- b. Municipality shall reimburse the County for its share of all project costs as identified in paragraph 5 within 30 days of receipt of an invoice from the County.
- c. At project close out, the County will provide the Municipality with an invoice detailing the total project costs, costs paid to date, the share paid to date by the Municipality and the amount remaining to be reimbursed by the Municipality. This billing will include the retainage of construction costs due to the contractor and any overage on items that are the Municipality's, as identified in paragraph 5.

7. Termination. This Agreement may be terminated by the County or Municipality upon seven (7) days written notice should either party fail substantially to perform in accordance with the terms of this Agreement. In the event of termination, the County or Municipality shall be compensated for all services performed and costs paid or incurred to the termination date. All provisions of this Agreement allocating responsibility or liability between the County and Municipality shall survive the completion of the project hereunder and/or the termination of this Agreement.

8. Notice. Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid and depositing the same in the United States Postal Service, addressed to:

For the County:

Becker County Engineer
Becker County Highway Department
1171 N. Tower Road
Detroit Lakes, MN 56501

For the Municipality:

City Clerk
City of Frazee
PO Box 387
Frazee, MN 56544

9. Records. The County shall make available for review and copying, at reasonable times upon request by the Municipality, any documents, records, memoranda or other such items relating to the project in the County's possession. The County shall specifically keep detailed concise records verifying any work for which compensation is requested or any other extraordinary or miscellaneous expenses arising out of the performance of this Agreement. The County shall keep detailed records pertaining to any controversies, disputes or problems, which affect or could affect the quality or acceptance of the work by Municipality.
10. Reuse of Documents. All documents, drawings, plan, specifications and related materials and data are and shall remain the property of the County and Municipality whether the project for which they are made is executed or not. Both parties shall be permitted to retain copies, including reproducible copies of drawings and specifications for information and reference in connection with their respective use and occupancy of the project and for use in any future construction. All agreements with third parties providing service related to the planning, design, engineering or construction of the improvements shall specify the County and Municipality shall have ownership and full rights to use any data, information, report or other materials as they may deem appropriate in the future.
11. Insurance. The County and Municipality agree that they will, at all times during this Agreement, be prepared to meet the statutory limits for municipal liability. Any insurance costs incurred shall be the costs and expenses of the insured party and shall not be

included as a cost of the project or reimbursed in any way by the other party. Each party agrees to save and protect, hold harmless, defend and indemnify the other for any and all claims, causes of actions and damages of any nature whatsoever arising from, allegedly arising from or related to the provision of services pursuant to the terms of this Agreement.

12. Controlling Law. This Agreement shall be governed by the applicable laws of the State of Minnesota.
13. Successors and Assigns. The County and Municipality respectfully bind themselves, their partners, successors and assigns and all legal representatives of such party with respect to all covenants of this Agreement. Neither the County nor Municipality shall assign, sublet or transfer any interests in this Agreement without written consent of the other.
14. Management of Right of Way. The County shall be responsible for the management of the right of way of CSAH #30 within the City Corporate Limits of the City of Frazee and shall be responsible for obtaining any additional right of way needed to complete the project.
15. Equal Employment and Nondiscrimination. In connection with the work under this Agreement, the County and Municipality agree to comply with the applicable provisions of federal and state equal employment opportunity and nondiscrimination statutes and regulations.
16. Changes. Except as provided herein, the parties agree that no change or modifications to this Agreement or any attachments hereto shall have any force or effect unless the change is reduced to writing, dated and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as for this Agreement.
17. Severability. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or nonenforceability would cause the Agreement to fail its purpose. One or more waivers by covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
18. Entire Agreement. This Agreement, including all exhibits, constitutes the entire Agreement between the County and the Municipality and supersedes all prior written or

oral Agreements. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, purchase order or agreement purporting to modify, vary supplement or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Becker County

By: _____
County Board Chair

Date: _____

Approved as to Form and
Execution:

Attest: _____
County Board Clerk

Date: _____

Becker County Attorney

City of Frazee

By: _____
Mayor

Date: _____

City of Frazee Attorney

Attest: _____
City Clerk

Date: _____

Capital Improvement Expenditure Request Form

Date Requested: May 7th, 2024

Department: Highway

Department Head: Jim Olson, P.E.

Capital Improvement Request: Used equipment from MnDot. 2015 Crafc0 Mastic Melter

Request Amount: \$12,000

EXPLANATION OF THE REQUEST

Purpose/Need: The mastic melter will be used to fill large cracks, potholes, and alligatored pavement on our bituminous surfaced roadways. This product provides an effective and low cost alternative to major surface repairs. This product is very durable and long lasting repair to failed pavement.

Savings Achieved (Dollar Amount/Time/ Efficiency): The cost of a new Crafc0 mastic melter on state contract is approximately \$90,000.

Are There Sufficient Funds In Your Budget? Yes

Was This In Your 5-Year Capital Improvement Plan? No

Action Taken (If different than request): _____

Date Request Completed: _____

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

BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION 05-24-1H
Mailbox Support Fees

WHEREAS, the cost of mailbox support posts have increased significantly over the two past years;

WHEREAS, there is a need to increase the cost of mailbox supports from \$85.00 to **\$100.00**

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves the proposed fee schedule and policy.

Duly adopted this 7th day of May 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okeson
John Okeson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified Interim County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held May 7, 2024, as recorded in the record of proceedings.

Carrie Smith
Interim County Administrator



COUNTY OF BECKER

Economic Development Authority

915 Lake Ave., Detroit Lakes, MN 56501

telephone: 218-846-7330

Website: www.co.becker.mn.us

MEMORANDUM

DATE: 05/07/2024
TO: County Board
FROM: Cody Piper, EDA Specialist
CC: Carrie Smith, Interim County Administrator
RE: Family Child Care Startup Funds Recommendation

Staff were directed to review the request from Early Care & Development Foundation regarding a request to obtain funding in the amount equivalent to the unused balance of the County Board's prior commitment of funding for childcare startup and expansion of \$100,000, known as the Family Child Care Startup Grant.

After review of expenditures related to the payments awarded and incurred for administering the grants and related costs, the unused balance of the allocation was determined to be \$24,706.

Per review and deliberation of the Economic Development Authority, a recommendation was made for consideration by the County Board to authorize a one-time payment up to the equivalent of the unused balance above. So long as the Early Child Development Foundation can demonstrate matching funds have been raised from other sources and that funds are used for the same purpose as intended through the Family Child Care Startup Grant where the money was originally committed.

(See Attached)

Child Care Startup Funding Summary

<u>P.O. #</u>	<u>Amount</u>	<u>Disbursement</u>	<u>Date of PO</u>	<u>Reason</u>
410418	\$ 35,000.00	BCECDF	03/09/23	ECDF Startup
410396	\$ 5,000.00	BC Child Care Provider Startup	05/19/2023	grant award to provider
3910	\$ 4,580.08	BC Child Care Provider Startup	05/19/2023	grant award to provider
410356	\$ 2,780.10	BC Child Care Provider Startup	05/19/2023	grant award to provider
3924	\$ 4,895.12	BC Child Care Provider Startup	05/19/2023	grant award to provider
410396	\$ 5,000.00	BC Child Care Provider Startup	05/05/23	grant award to provider
4600	\$ 10,000.00	BC Child Care Provider Startup	2023	grant award to provider
4310	\$ 934.62	BC Child Care Provider Startup	10/06/23	grant award to provider
411949	\$ 2,103.65	BC Child Care Provider Startup	08/11/23	grant award to provider
3789	\$ 5,000.00	Match for WCI Grant Child Care	03/08/23	Match Grant Project Mngr

75,293.57 Total spent

100,000 Committed Allotment from County

\$ (24,706.43) Unspent allocation

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
			Previous	Adjustment	Corrected	TAG	TrasCity	School District	EMV	THV	DIFFERENCE	NTC PREVIOUS	NTC CORRECTED	AMOUNT DIFF	RIV PREVIOUS	RIV CORRECTED	AMOUNT OF CHANGE
1																	
2	340063006		\$ 1,080.00	(\$90)	\$ 990.00	3401	TWO NUTS	309	\$ 187,400.00	\$ 167,000.00	\$ 20,400.00	1714	1670	44	\$ 191,400.00	\$ 187,400.00	\$ 4,000.00
3	340063008		\$ 272.00	(\$272)	-	3401	TWO NUTS	309	\$ 26,100.00	\$ 26,100.00	\$ -	682	342	340			
4	340094000		\$ 11,460.00	(\$3,754)	\$ 7,706.00	3401	TWO NUTS	309	\$ 1,523,200.00	\$ 1,523,200.00	\$ -	13019	8415	4604	\$ 1,141,500.00	\$ 1,111,500.00	\$ 30,000.00
5	340123001		\$ 1,012.00	(\$290)	\$ 722.00	3401	TWO NUTS	309	\$ 111,000.00	\$ 111,000.00	\$ -	1388	1110	278			
6	191534000		\$ 1,866.00	(\$56)	\$ 1,810.00	1902	Lake View	22	\$ 285,900.00	\$ 274,400.00	\$ 11,500.00	2859	2744	115	\$ 285,900.00	\$ 285,900.00	\$ -
7	490569000		\$ 1,862.00	(\$112)	\$ 1,750.00	4901	CITY OF DL	22	\$ 118,000.00	\$ 92,500.00	\$ 26,500.00	1057	925	132	\$ 119,000.00	\$ 119,000.00	\$ -
8	02.0321.021		\$ 390.00	(\$116)	\$ 274.00	205	AUDUBON	24	\$ 46,800.00	\$ 46,800.00	\$ -	666	468	198			
9	02.0321.022		\$ 394.00	(\$120)	\$ 274.00	205	AUDUBON	24	\$ 46,800.00	\$ 46,800.00	\$ -	673	468	205			
10	18.0420.001		\$ 400.00	(\$254)	\$ 146.00	1801	LAKE PARK	24	\$ 26,800.00	\$ 26,800.00	\$ -	734	266	468			
11	18.0420.002		\$ 370.00	(\$256)	\$ 114.00	1801	LAKE PARK	24	\$ 26,800.00	\$ 26,800.00	\$ -	676	208	468			
12	26.0074.002		\$ 622.00	(\$622)	-	2603	RUNEBERG	821	\$ 113,200.00	\$ 113,200.00	\$ -	1186	593	593			
13	26.0094.000	LINKED	\$ 594.00	(\$448)	\$ 146.00	2603	RUNEBERG	821	\$ 113,200.00	\$ 113,200.00	\$ -	1132	566	566			
14	26.0211.001		\$ 396.00	(\$112)	\$ 284.00	2603	RUNEBERG	821	\$ 51,700.00	\$ 34,800.00	\$ 16,900.00	517	348	169	\$ 51,700.00	\$ 51,700.00	\$ -
15	26.0212.001		\$ 1,902.00	(\$950)	\$ 952.00	2603	RUNEBERG	821	\$ 362,500.00	\$ 362,500.00	\$ -	3625	1813	1812			
16	31.0177.002		\$ 1,306.00	\$ 452.00	\$ 1,758.00	3102	SPRUCE GROVE	553	\$ 174,300.00	\$ 174,300.00	\$ -	1527	2179	652	\$ 174,300.00	\$ 174,300.00	\$ -
17	30.0034.000		\$ 718.00	(\$682)	\$ 36.00	3001	SPRING CREEK	435	\$ 290,100.00	\$ 290,100.00	\$ -	1451	813	1451			
18	30.0010.000	LINKED	\$ 764.00	(\$382)	\$ 382.00	3001	SPRING CREEK	435	\$ 162,700.00	\$ 162,700.00	\$ -	1627	814	813			
19	07.0022.000		\$ 192.00	(\$192)	-	3001	CUBA	435	\$ 290,200.00	\$ 290,200.00	\$ -	1451	0	1451			
20	07.0022.000		\$ 916.00	(\$136)	\$ 780.00	701	CUBA	24	\$ 137,200.00	\$ 112,300.00	\$ 24,900.00	1372	1123	249	\$ 137,200.00	\$ 137,200.00	\$ -
21	06.0155.000	LINKED	\$ 940.00	(\$158)	\$ 782.00	605	CORCORANT	24	\$ 111,300.00	\$ 111,300.00	\$ -	1113	1113	0	\$ 111,300.00	\$ 111,300.00	\$ -
22	06.0155.001		\$ 1,982.00	\$ 74.00	\$ 2,056.00	605	CORCORANT	24	\$ 348,100.00	\$ 348,100.00	\$ -	3422	3577	155	\$ 348,100.00	\$ 348,100.00	\$ -
23	50.0462.564		\$ 2,406.00	(\$1,744)	\$ 662.00	5001	CITY OF FAIRFAX	23	\$ 351,700.00	\$ 51,700.00	\$ 300,000.00	0	517	517	\$ -	\$ 51,700.00	\$ 51,700.00
24	02.8131.000		\$ 146.00	(\$146)	-	203	AUDUBON TWP	22	\$ -	\$ -	\$ -	0	0	0	\$ -	\$ -	\$ -
25	08.0426.000		\$ 272.00	(\$272)	-	803	DETROIT	22	\$ -	\$ -	\$ -	420	0	420	\$ 33,600.00	\$ -	\$ 33,600.00
26	240244000	STICK BLT TO MH	\$ 2,082.00	(\$1,232)	\$ 850.00	2402	RICHWOOD	22	\$ 134,100.00	\$ 108,900.00	\$ 25,200.00	2908	1089	1819	\$ 301,000.00	\$ 134,100.00	\$ 166,900.00
27	160047000	CLERICAL	\$ 6,676.00	(\$1,028)	\$ 5,648.00	1601	HOLMESDALE	22	\$ 775,800.00	\$ 775,800.00	\$ -	10036	8448	1588	\$ 902,900.00	\$ 775,800.00	\$ 127,100.00
28	Total			(\$12,898)													

Becker County Attorney's Office criminal statistics

<u>2022 Criminal Filings</u>	<u>Total</u>	<u>Caseload divided by 6 (fully staffed)</u>	<u>Divided by 3 (March 2024)</u>	<u>Divided by 4 (present)</u>
Total criminal cases	824	137.33	274.67	206.00
Felonies	352	58.67	117.33	88.00
 <u>1st Quarter</u>				
Total criminal cases	177			
Felonies	84			
 <u>2nd Quarter</u>				
Total criminal cases	216			
Felonies	95			
 <u>3rd Quarter</u>				
Total criminal cases	245			
Felonies	82			
 <u>4th Quarter</u>				
Total criminal cases	186			
Felonies	91			

2023 Criminal Filings

Total criminal cases	805	134.17	268.33	201.25
Felonies	303	50.50	101.00	75.75

1st Quarter

Total criminal cases	167
Felonies	67

2nd Quarter

Total criminal cases	188
Felonies	69

3rd Quarter

Total criminal cases	265
Felonies	100

4th Quarter

Total criminal cases	185
Felonies	67

2024 Criminal Filings**1st Quarter**

Total criminal cases	161
Felonies	65

Current OPEN cases

Total criminal	588	98	196	147
Felonies	269	44.83333333	89.66666667	67.25

Memo

To: Becker County Commissioners
Cc: Carrie Smith-Interim County Administrator/HR Director
From: Brian W. McDonald, Becker County Attorney
Date: May 1, 2024
Re: **UPDATED** - Retention pay/bonuses for Assistant Attorneys **employed as of Jan. 1, 2024**

At the Board's request, I have obtained relevant statistics for the Board's consideration in support of my prior request for retention pay/bonus for assistant attorneys that was tabled. I want to emphasize....My original intent in making the request for retention pay/bonus for these assistants was to reward them for their loyalty for staying with Becker County at a time when 50% of our prosecutors departed for positions with more pay. We are at a time in Minnesota where many, many attorneys are migrating away from rural county attorney offices. I believe a retention pay/bonus will also incentivize them to stay with Becker County.

To be clear, my original request was never meant to be "performance driven" or "statistically based" other than the obvious concept that dividing by 6 equates to less work per attorney than dividing by 3 (or 4, as it stands now, with explanation).

I understand the Board's reasoning in requesting these statistics and I have included them in this Board packet. The data is obvious and compelling. Dividing an already busy criminal caseload by 3 or 4 attorneys equates to substantially more files/work than dividing it by 6 (a fully staffed office).

I am asking the Board to **modify** my prior request to the following:

If employed with Becker County on July 1, 2024, those Assistant County Attorneys who were employed on January 1, 2024 (Holly Danielson and Jessica Johnsrud), will receive a \$5,000 retention bonus payable on or about July 1, 2024. However, this amount (\$5,000) must be paid back to Becker County by the employee if they voluntarily leave employment with the County for any reason at any time prior to July 1, 2025.

As previously noted, the cost of this request is easily covered by the **large** month-to-month salary savings the County is experiencing due to the County Attorney's Office being understaffed by several attorneys. I also think it's significant that this Board (working with DDA) recognized that assistant county attorneys were previously paid at under market value. The Board voted on a scale that supposedly corrects this issue. Yet my assistant attorneys have not seen **any** pay increase in 5 months.

The Becker County taxpayers were taxed on this office being fully staffed. This request DOES NOT increase any tax obligation on the part of Becker County citizens.

I am asking the Board to remember that Prosecutors are a critical component of public safety. No other County department has lost 50% of their professional workforce to a State agency that decided to open an office right in Detroit Lakes, with the enticing offer of overly competitive pay and benefits.

- Brian McDonald, Becker County Attorney

Becker County Planning Commission
April 24th, 2024

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

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

Hall made a motion to approve the minutes from the March 27th, 2024, meeting. Ailie second. All members in favor. Motion carried.

Chairman Dave 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.

Vareberg asked that applicant three (3) be moved to the end of the meeting.

Old Business:

1. **APPLICANT: Jay Boeddeker Trust** 13816 N Sunflower Dr Fountain Hills, AZ 85268 **Project Location:** 13617 260th Ave Detroit Lakes, MN 56501 **LEGAL LAND DESCRIPTION:** Tax ID Number: **19.0309.000** Section 15 Township 138 Range 041; 15-138-041 PT GOVT LOTS 3, 5, 6: COMM NE COR GOVT LOT 6 W 1026.16' TO POB; E 1026.16', S 1363.46', W 1378.01', NW 823.17', SWLY 408.16', WLY 258.75' TO CTR LN 260TH AVE, NLY 22.12', ELY 260.35', NELY 408.78', NWLY 470.87' TO GLAWE LK, SELY & NELY AL LK TO BOUND LN DOC 295144, SE 181.86' TO POB. LESS .1AC TO 19-304. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit for a shoreland Multi-Unit Development consisting of ten (10) units. This application was tabled from the March 27th, 2024, hearing. **THIS APPLICATION WAS TABLED BEFORE THE HEARING.**

New Business:

1. **APPLICANT: 4 Suns LLLP** PO Box 9949 Fargo, ND 58106 **Project Location:** 24594 NE Rock Lake Rd Detroit Lakes, MN 56501 **LEGAL LAND DESCRIPTIONS:** Tax ID Numbers: **16.0139.000 & 16.0145.000** Sections 20 & 21 Township 140 Range 040; 21-140-40 PT SEC 20. PT GOVT LOT 5 SEC 20. PT GOVT LOT 2, 3 SEC 21: COMM W QTR COR SEC 21, E 1298.11', S 312.23' TO POB; NW 806.21' TO CTR RD, SLY AL RD 1150.57', W 1264.31' TO ROCK LK, SLY, NLY AND ELY AL LK 3813.25', N 1060.22 TO POB. TRACT C. & 21-140-

47 40 PT SEC 20. PT GOVT LOT 5 SEC 20. PT GOVT LOT 2, 3 SEC 21: COMM W
48 QTR COR E 1298.11', S 312.23' TO CTR RD AND POB; SLY AL RD 1150.57', W
49 1264.31' TO ROCK LK, NLY AL LK 1453.42', ELY 1146.79' TO POB. TRACT B.
50 **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Final Plat for
51 ten (10) lots to be known as ROCK LAKE ESTATES.
52
53

54 Vareberg stated that the only change to the Plat was the name change from ROCK LAKE
55 ESTATES to 4 SUNS ACRES. There were no other changes.
56

57 Levi Arneson with 4 Suns presented the application.
58

59 Blomseth asked if there were any other changes aside from what Vareberg already stated.
60

61 Arenson said no.
62

63 Trent Bartells, a neighboring property owner, asked for clarification on the acreage as the parcel
64 used to be ninety-nine (99) acres.
65

66 Vareberg explained that there had been a boundary line adjustment with the northerly portion
67 being sold to an adjacent neighbor, but that that acreage was never included in the plat. Vareberg
68 further explained that there is also additional acreage between the plat and that northerly portion
69 that the applicant has retained. He explained that they are not developing all of the land they
70 own.
71

72 Kohl asked if all the lots proposed are legal conforming lots.
73

74 Vareberg said yes.
75

76 Letters received before the meeting are entered into the record below:
77

4/22/24

Nicole Bradbury
c/o Becker County Planning and Zoning Department
915 Lake Avenue
Detroit Lakes, MN 56501

Re: response for Public Hearing 4/24/24

To the members of the Planning and Zoning Commission.

We are writing today to express our objections to the proposed plan by 4 Suns LLP, to be known as Rock Lake Estates. This is our second letter. We have been residents with 2 properties on Rock Lake Road since 1997. We have deep concerns regarding public safety, the safety of pets, wildlife and even native plants should this project go through. There have been times where we have seen vehicles speeding through Rock Lake Road, narrowly missing pets, children and wildlife.

Rock Lake Road is narrow and winding, and adding 10 more homes, with a possibility of 2 vehicles per home could potentially lead to a marked increase in accidents, injuries, or even loss of life.

Sincerely,

Mike & Karla Krey
64646 NE Rock Lake Rd
24387 NE Rock Lake Rd
Rochert, MN 56578

78
79

To Becker County Planning and Zoning Commission

Re: Final Plat for Rock Lake Estates, 2459 NE Rock Lake Road

I am writing today to speak against approval for RLE final plat based on concerns that have been raised previously but not adequately addressed.

The issue is the condition of the NE Rock Lake Road, particularly the portion adjacent to the lake. On the East end of this stretch, there is a ninety degree blind corner, to the north side of the road lie natural springs and to the south side is sensitive shore land thick with natural flora including many pink and white Lady Slippers, the Minnesota state flower.

Over the last many years this road has been "built up", "filled", "widened", "littered with culverts" and "sprayed with herbicides" to the demise of the ecology on both sides of the road. In spite of this work and money the road is still of comparatively low quality, narrow and often soft.

If only looking at the current proposed development the increase in traffic will likely be 20 or more vehicles. The increased traffic of this development will certainly increase those maintenance procedures. The increased maintenance will do more damage to the adjacent property and eco-systems. And we, including the township, will suffer increased costs and still be left with a substandard road.

If looking beyond this singular project, as we all should and the planning commission must, there are many undeveloped sites further down NE Rock Lake Road. When/If these are developed the strain on this road will become unsustainable. Also, safety concerns will increase as more vehicles must navigate the 90 degree blind corner.

We all know a road of this nature would never be permitted or built today.

It is time to study moving that section of road away from sensitive habitat and poor soils to a more stable, safer and easier to maintain location.

Thank you for your consideration. Jay W. Johnson and Anne McKay

80
81 Skalin said they already approved this once.
82
83

84 **MOTION: Skalin motioned to approve the application as submitted. Ailie second.**
85 **Roll Call; All in favor. Motion carried.**
86

87
88
89 **2. APPLICANT: Soo Pass Ranch Inc** 900 Wayzata Blvd E Suite #130 Wayzata, MN
90 55391 **Project Location:** 25526 Co Hwy 22 Detroit Lakes, MN 56501 **LEGAL**
91 **LAND DESCRIPTIONS:** Tax ID Numbers: **19.0315.000 & 19.0316.000** Section 16
92 Township 138 Range 041; 16-138-41 NE1/4 SW1/4. GOVT LOT 1, 2, 3 LESS: RR.
93 LESS 20.7AC (19-152), LESS N 660' OF E 660', LESS 3.78AC (19-316-1) & N 32
94 RDS OF LOT 2 SW OF RWY. **APPLICATION AND DESCRIPTION OF**
95 **PROJECT:** Request a Change of Zone from Agricultural to Commercial.
96
97

98 Mark Bjerke with Soo Pass presented the application. He explained that the change of zone is not
99 for the entire property, but just for the area with the concert bowl.
100

101 Hall asked if he is splitting off that portion.
102

103 Vareberg said it will be subdivided.
104

105 Skalin asked for clarification that a portion of both parcels was included in this change of zone.
106

107 Bjerke said yes, a portion of both parcels is in their bowl area.
108

109 Skalin asked if they will still have to obtain an annual Conditional Use Permit (CUP) if this is
110 approved.
111

112 Vareberg said yes.
113

114 There were no letters received for this application.
115

116 As there was no one to speak for or against the application, testimony closed.
117

118 Hall said as long as it's just for the bowl area he has no objection.
119

120 Skalin stated that the County will still have the ability to place restrictions with the annual CUP.
121
122

123 **MOTION: Ailie motioned to approve the application for a Change of Zone for the**
124 **portion of the property requested. Moritz second. Roll Call; All in favor. Motion**
125 **carried.**
126
127
128

129 **4. APPLICANT: Lake Life Hospitality Consulting Inc** 1462 East Shore Dr Detroit Lakes,
130 MN 56501 **Project Location:** 11284 Co Hwy 17 Detroit Lakes, MN 56501 **LEGAL LAND**
131 **DESCRIPTION:** Tax ID Number: **19.1080.000** Section 28 Township 138 Range 041;
132 DACOTA BEACH 138 41 Block 002 LOTS 8 & 24 LESS HWY, LOTS 9 & 23 & E 20'

133 OF LOT 22 & VAC RD. **APPLICATION AND DESCRIPTION OF PROJECT:** Request
134 a Conditional Use Permit to construct a ten (10) foot fence.
135
136

137 Mike Lovelace with Lighthouse Construction presented the application and explained that they
138 want to store company boats and docks on this property.
139

140 Seaberg asked why they needed the extra four (4) feet.
141

142 Lovelace said for security.
143

144 Skalin referenced a letter received that suggested the property may be used for housing.
145

146 Lovelace said not that he is aware of, but that rumors in that specific letter have been going
147 around for years.
148

149 Okeson asked what would run along the top of the fence.
150

151 Lovelace said just a bar.
152

153 Skalin said for security reasons they typically don't use bars as they are easier to get over.
154

155 Josh Bright, a neighbor, spoke and asked how the property is zoned, if there had been any
156 requests to change the zone, and if the liquor license was still attached to that property.
157

158 Vareberg said it is zoned agricultural, there have not been any change of zone requests, and that
159 he believes the liquor license would be through the state of Minnesota.
160

161 Bright asked what the property owners' intentions are. If it is to store boats, he asked if it is
162 outside storage and if people will be renting space from him.
163

164 Skalin said it will be outside storage, but storage will be for company docks and lifts, not rentals.
165

166 Bright asked if there was anywhere else in that area that has a ten (10) foot chain-link fence that
167 has been approved.
168

169 Blomseth said there have been some approved, but not in that area.
170

171 Okeson said a liquor license hasn't been applied for in many years so it would be null and void.
172

173 There was discussion and clarification as to whether or not it would be commercial use.
174

175 Vareberg said that unless someone is paying to store their items there, then it is not commercial.
176

177 Derek Gorder, adjacent property owner, spoke and shared his concerns about the height of the
178 fence. He stated that he does not feel a ten (10) foot fence will be aesthetically pleasing for his
179 business.

Letters received before the meeting are entered into record below:

Meeting to be on 4/24/24 at 6 PM

We received the above notification of the above request. We would NOT be in favor of a 10' high fence. Why does anyone need a fence that high? What are they hiding or trying to keep in or out? The word is that the Zorbaz Hanson's are building a structure to house the J1 Visa people that they bring in to work at their restaurants.. a 6' fence would be efficient, unless they are making a commune or nudist colony! It is not aesthetic to neighbors or the area! Also, the people living inside that fence would feel like they are in prison! Would the Hanson's want a 10' high fence around something across the street from their house or sit outside and your view is blocked? Pretty sure they would not!! A 10' high fence is excessive! And not an 8'! A 6' okay. Please consider the neighbors and neighborhood!

Thank you,

Allen 'Gene' and June Lawrence

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

Hall said he doesn't see a need for it. He thinks six (6) feet should be fine.

Skalin said there is storage across the road that isn't even fenced.

Mattson asked if the applicant would consider shortening the fence to six (6) feet.

Lovelace said if they don't get the Conditional Use Permit, then they have no choice.

Lindow asked if there would be lights in this area.

Lovelace said there is no electricity out there right now, and there hasn't been any discussion of adding lights.

Disse asked the reason for wanting ten (10) feet.

Lovelace said for security.

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

3. APPLICANT: Robert J Olek & Bradley Olek 4260 Scenic Ln Woodbury, MN 55129 **Project Location:** 17354 190th Ave Audubon, MN 56511 **LEGAL LAND DESCRIPTION:** Tax ID Number: **02.0241.000** Section 33 Township 139 Range 042; NW1/4 OF NE1/4 & LOT 2 LESS 6 RDS ON S SIDE. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit for a Commercial Planned Unit Development for forty-nine (49) units.

This portion of the meeting minutes is still in progress. This application was Tabled.

Other Business:

- I) **Tentative Date for Next Informational Meeting: May 22nd, 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, Hall made a motion to adjourn. Ailie second. All in favor. Motion carried. The meeting adjourned at 7:23 pm.

David Blomseth, Chairman

Jeff Moritz, Secretary

ATTEST

Kyle Vareberg, Zoning Administrator

STATE OF MINNESOTA

COUNTY OF BECKER

BECKER COUNTY ZONING

PERMIT FOR USE

This is to Certify that under the Zoning Ordinance of Becker County, Property described as follows may be used as indicated:

ADDRESS OF PROPERTY: 18139 350th St Ogema, MN 56569

CURRENT ZONE: Agricultural

LEGAL DESCRIPTION: PID Number 30.0142.000

Complete Legal Description on Attachment A.

OWNER: Erica L & Eric P Zurn
OWNERS ADDRESS: 18633 Co Hwy 14 Callaway, MN 56521

EXACT DESCRIPTION OF USE PERMITTED AND CONDITIONS:

Approve a Conditional Use Permit to operate a feedlot with up to three thousand (3000) swine over fifty-five (55) pounds (two thousand ((2000)) adult swine and one thousand ((1000)) growing swine) with the following conditions:

- 1. A signed road agreement provided by Spring Creek Township.
- 2. A water sample provided to Becker County Planning & Zoning annually.
- 3. A total of three thousand (3000) swine over fifty-five (55) pounds (two thousand ((2000)) adult swine and one thousand ((1000)) growing swine.)
- 4. A manure management plan and deceased animal disposal plan to include the stipulated injection manure plan.
- 5. A tree buffer of three (3) rows on the south side of the project.
- 6. No additional livestock buildings allowed.

NOTICE: This Use CANNOT BE CHANGED to any other Use without a new Permit from the Zoning Administrator. The Conditional Use Permit shall become null and void on September 6th, 2024, if the use granted has not been implemented by this date.

APPROVED by the Becker County Planning Commission: 08/11 20 22
APPROVED by the Becker County Board of Commissioners: 09/06 20 22

chg
paid
well

STATE OF MINNESOTA)) SS
COUNTY OF BECKER)) BECKER COUNTY PLANNING, ZONING
AND LAND USE OFFICE

I, Kyle Vareberg, Becker County Zoning Administrator, certify that I have compared the foregoing copy of PERMIT FOR USE with the original Record preserved in the Zoning Office, and have found the same to be true and correct.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand at Detroit Lakes, Minnesota, in the County of Becker on the ~~26~~²⁶ day of November 20 22.
26 AL.

Drafted By the Becker County
Planning & Zoning Office

Kyle Vareberg
Kyle Vareberg, Administrator
Planning and Zoning

Attachment A

Complete Legal Description for PID Number 30.0142.000

The Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 33, in Township 142 North, Range 42 West, Becker County, Minnesota

Subject to easements, highways, and rights of way of record.

Closed Session – Motion to close the meeting pursuant to Minn. Stat. Section 13D.03 Subd. 1(b) The governing body of a public employer may by a majority vote in a public meeting decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25.