



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, May 21, 2024 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 490 220 533#

- 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 May 7, 2024 5
 3. Minutes of May 14, 2024 Special Meeting 9
- 8:25 Probation
1. Resolution 05-24-2D - All-Rise National Treatment Court Month Proclamation 10
- 8:35 Consent Agenda
1. Auditor-Treasurer 11
 - a) Regular Claims, Auditor Warrants, and Claims over 90 Days
 - b) March 2024 Cash, Sales Tax and Investment Reports 12
 2. Human Services
 - a) MOU/Agreement
 - Dancing Sky AAA Program MOU 15
 - 2024 MState Mutual Aid Agreement 16
 - Medica (NEMT) Medical Transportation Service Agreement Renewal 20
 - b) Leighton Broadcasting Purchase Request 44
 - c) Claims Human Services, Public Health, & Transit
 3. Resolution 05-24-2J - PLSS Grant Acceptance 45
- 8:40 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
 - a) Pelican River Watershed District 46
- 9:15 County Administrator
1. Report
 - a) CivicPlus Computer Software
 - b) Purchases/Board Approval
 - c) Grant Awards
 2. Airport

- a) Resolution 05-24-2F - Concurring with The Proposed Issuance and Sale of Taxable General Obligation Municipal Revenue Bonds 52
 - b) Airport Projects Invoice 77
- 3. Resolution 05-24-2K - Class & Compensation Pay Scale 81
- 4. Interim Assessor Introduction - Nancy Gunderson 82
 - a) Abatements
- 9:50 Auditor-Treasurer
 - 1. License List 83
 - 2. Resolution 05-24-2A - Establish Temporary Absentee Location for Elections 84
 - 3. Resolution 05-24-2B - Gambling Permit July 13, 2024 for Pheasants Forever at Lakeview Golf Course, Lakeview Twp 85
 - 4. Resolution 05-24-2C - Gambling Permit November 1, 2024 for Midnite Riders Snowmobile Club at Roadhouse in Cormorant Twp 86
 - 5. Resolution 05-24-2G - Repurchase Parcel 02.0087.001 87
- 9:55 Human Services
 - 1. Personnel Requests
 - a) Resolution 05-24-2H - Public Health New FT Personnel Request 89
 - b) Resolution 05-24-2I - Adult Services PT to FT Case Aide Personnel Request 91
- 10:00 Information Technology
 - 1. Update on On-Call Pay for IT
- 10:05 Highway
 - 1. Resolution 05-24-2L - Heartland Trail - Wetland Property Purchase 95
- 10:10 Break
- 10:15 Human Resources
 - 1. County Administrator Search: presented by Liza Donabauer with DDA
 - a) Selection of Finalists
 - b) Discuss Interview Schedule
 - c) Determine Appropriate Travel Reimbursement for Finalists
- Adjourn
- Open Work Session - Planning & Zoning Comprehensive Plan



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9:50 Auditor-Treasurer

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Open Work Session - Planning & Zoning Comprehensive Plan

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, May 7, 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 Comp & Class Study (Meyer, Jepson) carried.
2. Minutes – Moved and second to approve minutes of April 2, 2024, with the requested changes (Meyer, Jepson) carried.
3. Motion and second to approve and accept the Consent Agenda (Jepson, Meyer) carried.

Commissioners:

1. Open Forum:
 - None.
2. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Meyer – DAC, Heartland Trail, Transit, Fair Board, RAC, Sheriff, AMC Cyber Security Conference.
 - Commissioner Jepson – EDA, Housing Sub. Committee, West Central Regional Juvenile Center, Crow Wing One Watershed One Policy Committee, Mahube, Cornerstone, WE Committee.
 - Commissioner Nelson – Sheriff, Wild Rice Watershed, Buffalo-Red Watershed, NRM.
 - Commissioner Okeson – Transit, Fair Board, RAC, Pelican River Watershed, Airport, Wannigan, Prairie Lakes Municipal Solid Waste, Highway, Negotiations.
 - Commissioner Vareberg – EDA, WE Committee, NRM, Highway, Enviromental.
3. Appointments
 - None.

County Administrator – Human Resources: presented by Carrie Smith.

1. MN DNR State Land Acquisition: presented by Rob Baden-Area Wildlife Supervisor.

- Motion and second to approve State Land Acquisition as presented (Nelson, Jepson) carried.
2. West Central Initiative: presented by Greg Wagner & Rebecca Lynn Petersen.
 - Annual Visit.
 - June 25th Event in Becker County – no location yet.
 - Evaluate priorities between communities and region.
 - Promise Act Grant Program Applications began May 1.
 3. Report.
 - May 14 – DLHS Field Trip for Intro to Human Services Class.
 - County Administrator application process closed. May 21st will be the 1st review of applicants.
 - Region 7 Meeting on May 3. Brought information from the WE Committee.
 - Without a County Assessor as of yesterday. Working on support for the office.
 4. Employee Dress Code.
 - Motion and second to approve the dress code (Nelson, Jepson) carried.
 5. Job Descriptions.
 - Move forward with writing Job Descriptions.

Auditor-Treasurer: presented by Mary Hendrickson.

1. Motion and second to approve Tobacco License – Renewal – WE-Fest – Raymond Mithum – Lakeview Twp (Okeson, Meyer) carried.
2. Motion and second to approve On-Sale Liquor License w/Sunday Sales – Renewal – Sunlite Bar & Grill – HJ Gerdes – Detroit Twp (Nelson, Meyer) carried.
3. Motion and second to approve Tubing Permit – K & K Tubing Inc. – Roger Klemm – Erie Twp (Jepson, Okeson) carried.
4. Motion and second to approve Resolution 05-24-1A – Establish Absentee Ballot Board (Nelson, Meyer) carried.

Land Use/Environmental Services: presented by Steve Skoog.

1. Motion and second to approve Dock Purchase for Dunton Locks Tram up to \$12,000 (Nelson, Vareberg) carried.

Sheriff: presented by Todd Glander.

1. Motion and second to sell a 2016 Snowmobile and purchase a 2025 Snowmobile using Grant Funds, the funds from the sale of the 2016 snowmobile and budgeted funds (Meyer, Jepson) carried.

2. Motion and second to approve the purchase of squad car equipment from Code 4 for 6 squad cars in the amount of \$123,048.11 (Meyer, Nelson) carried.

Highway: presented by Jim Olson

1. Motion and second to approve Resolution 05-24-1D – Bid Award – SAP 003-630-007- CSAH 30 City of Frazee – to RL Larson in the amount of \$1,790,334.33 (Vareberg, Nelson) carried.
2. Motion and second to approve Resolution 0-24-1E – Change Order – Construction Services – Ulteig CSAH 30 – not to exceed \$150,000 for construction services (Vareberg, Meyer) carried.
3. Motion and second to approve Resolution 05-24-1F – Cooperative Construction Agreement – City of Frazee CSAH 30 (Nelson, Meyer) carried.
4. Motion and second to approve the Capital Purchase Request of a Mastic Patching Machine from MN DOT in the amount of \$12,000 (\$15,000 minus a \$3,000 trade of a lift attachment (Vareberg, Meyer) carried.
5. Motion and second to approve Resolution 05-24-1H – Mailbox Support Fee Increase to \$100 (Vareberg, Nelson) carried.

EDA: presented by Commissioner Jepson.

1. Recommendations for Family Childcare Startup Funds.
 - Motion and second to approve the one-time commitment payment of \$24,706 with the stipulation of matching funds outside of Becker County Funds and must be completed in 2 years (Jepson, Vareberg) carried.

Assessor: presented by Carrie Smith.

1. Motion and second to approve the Abatements as listed in the amount of \$12,898 (Nelson, Meyer) carried.

Attorney: presented by Brian McDonald

1. Motion and second to approve Retention Pay for Assistant County Attorneys (Nelson, Meyer) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Comprehensive Plan Update.
 - May 21st Work Session after the Board Meeting.
 - Significant Code Update.

2. Planning Commission Recommendations 04/24/2024

- Motion and second to concur with the Planning Commission recommendation to approve the request by 4 Suns LLLP – Final Plat for ten (10) lots to be known as 4 Suns Acres (Jepson, Okeson) carried.
- Motion and second to concur with the Planning Commission recommendation to approve the request by Soo Pass Ranch Inc – Change of Zone from Agricultural to Commercial (Jepson, Okeson) carried.
- Motion and second to concur with the Planning Commission recommendation to deny the request by Lake Life Hospitality Consulting Inc – Conditional Use permit to construct a ten (10) foot fence (Jepson, Okeson) carried.
- Motion and second to approve the request by Eric Zurn – Extension of Permit for Use Recorded Document Number 694215 for 2 years (Nelson, Vareberg) carried.

Motion to close the meeting at 10:53 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, Jepson) carried.

Motion and second to come out of closed session at 11:25 am (Jepson, Meyer) carried.

Motion and second to approve the following items for Non-Union Employees:

- 2.5% COLA Retroactive to January 1, 2024.
- Will be placed on the new salary grid retroactive to April 1, 2024
- Employees in old system that were stepped out upon placement into the new salary grid will be allowed a one (1) step movement if not at the top of the new salary grid.
- (Meyer, Jepson) carried.

Being no further business, Chair Okeson adjourned the meeting at 11:27 am.

/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okeson
John Okeson
Board Chair

BECKER COUNTY BOARD OF COMMISSIONERS

SPECIAL MEETING

DATE: Tuesday, May 14, 2024 at 11:00 am

LOCATION: Board Room, Courthouse

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

Agenda:

1. Motion and second to approve Resolution 05-24-2E – Appointment of Interim County Assessor Nancy Gunderson (Meyer, Nelson) carried.

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

/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okeson
John Okeson
Board Chair

BECKER COUNTY BOARD OF COMMISSIONERS

Resolution 05-24-2D

NATIONAL TREATMENT COURT MONTH MAY 2024

PROCLAMATION

WHEREAS, according to the National Association of Drug Court Professionals, now known as All Rise, treatment courts are the most successful intervention in our nation's history for leading people with substance use and mental health disorders out of the justice system and into lives of recovery, stability, and health, and

WHEREAS, there are now more than 4,000 treatment courts nationwide; and

WHEREAS, treatment courts are the cornerstone of justice reform sweeping the nation; and

WHEREAS, treatment courts have transformed the way the justice system responds to people with substance use and mental health disorders by combining accountability with evidence-based treatment; and

WHEREAS, treatment courts annually refer more than 150,000 people to lifesaving treatment and recovery support services; and

WHEREAS, treatment courts save an average of \$6,000 for every individual they serve; and

WHEREAS, according to the National Association of Drug Court Professionals now known as All Rise, treatment courts significantly improve substance use disorder treatment outcomes, substantially reduce addiction and related crime, and do so at less expense than any other justice strategy; and

WHEREAS, treatment courts improve education, employment, housing, and financial stability, promote family reunification, reduce foster care placements; and

WHEREAS, treatment courts facilitate community-wide partnerships, bringing together public safety and public health professionals; and

WHEREAS, treatment courts demonstrate that when one person rises, we ALL RISE; and

WHEREAS, Becker County has joined in the support of treatment courts by implementing our Adult Drug Treatment Court in 2007, our Becker County Veterans Court in September 2015, and our DWI Court in 2015. To have all three major types of Treatment Courts in Becker County is a great accomplishment that should be recognized. These programs save lives and are a tremendous resource and support for the participants and their families.

THEREFORE, BE IT RESOLVED, Becker County declares that Treatment Court Month be established during the Month of May 2024, recognizing the significant contributions the Becker County Treatment Courts have made over the past 17 years toward reducing substance abuse, crime, and recidivism while at the same time, saving valuable resources. Duly adopted this 21st 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 21, 2024, as recorded in the record of proceedings.

Carrie Smith
Interim County Administrator



BECKER COUNTY BOARD OF COMMISSIONERS

Finance Committee Meeting

Date: Monday, May 20, 2024 at 8:30 AM

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

Administrator - Human Resources

1. Report
2. Abatements

Auditor-Treasurer

1. Claims
2. March 2024 Cash, Sales Tax and Investment Reports
3. Resolution 05-24-2G - Repurchase Parcel 02.0087.001

Human Services

1. MOU/Agreement
 - a) 2024 MState Mutual Aid Agreement
 - b) Medica (NEMT) Medical Transportation Service Agreement Renewal
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3. Leighton Broadcasting Purchase Request
4. Claims Human Services, Public Health, and Transit

Information Technology

1. Update on On-Call Pay for IT

Adjourn

BECKER COUNTY CASH COMPARISON

FUND	March 2023	March 2024	% Change	February 2024
REVENUE FUND				
REVENUE FUND	\$ 11,667,953.86	\$ 12,213,446.40	4.68%	\$ 12,748,063.62
DESIGNATED				
GO BOND SERIES 2022A	(2,679,708.18)	-	-100.00%	-
LAW LIBRARY	39,704.57	14,233.54	-64.15%	13,005.85
ATTORNEY'S FORFEITURES	78,465.15	79,157.22	0.88%	79,157.22
RECORDERS EQUIPMENT	131,973.18	38,469.95	-70.85%	34,564.53
RECORDERS ENHANCEMENT	165,052.58	107,094.58	-35.11%	102,177.58
TRANSIT	160,161.76	81,953.18	-48.83%	167,698.87
2023 PUBLIC SAFETY AID	-	996,097.00	100.00%	996,097.00
TRANSIT LOCAL RESERVE	36,041.09	36,426.09	1.07%	36,426.09
TOTAL REVENUE FUND	\$ 9,599,644.01	\$ 13,566,877.96	41.33%	\$ 14,177,190.76
SPECIAL REVENUE FUNDS				
PUBLIC SAFETY	\$ 707,597.09	\$ 99,473.44	-85.94%	\$ 1,143,831.92
E-911	99,489.48	216,550.97	117.66%	201,491.20
ROAD AND BRIDGE	6,239,794.08	5,183,532.65	-16.93%	3,796,146.09
HUMAN SERVICES	7,412,216.58	8,116,960.15	9.51%	9,613,056.15
RECREATION	676,271.15	641,868.44	-5.09%	643,161.79
AMERICAN RESCUE PLAN ACT	-	-	0.00%	-
RESOURCE DEVELOPMENT	975,852.33	1,028,892.58	5.44%	1,025,770.19
ENVIRONMENTAL AFFAIRS	1,887,681.71	1,172,769.14	-37.87%	1,202,022.96
DEBT FUNDS	298,572.68	529,822.93	77.45%	514,822.93
DITCH FUND	1,406.76	215.64	-84.67%	215.64
SUNNYSIDE CARE CENTER	1,782,362.81	2,039,074.44	14.40%	2,080,054.70
NATURAL RESOURCE MGT	221,082.26	134,267.44	-39.27%	151,166.19
GRAVEL RESERVE	547,446.25	575,308.63	5.09%	572,969.73
OPIOID SETTLEMENT FUND	287,420.09	384,243.60	33.69%	356,757.87
LOCAL ASSISTANCE & TRIBAL CONSISTENCY FUND	83,593.59	165,515.18	98.00%	165,515.18
GENERAL - SPECIAL	6,204,792.62	3,415,721.19	-44.95%	3,482,301.20
TOTAL SPECIAL REVENUE FUNDS	\$ 27,425,579.48	\$ 23,704,216.42	-13.57%	\$ 24,949,283.74
AGENCY FUNDS				
BCCI	\$ 228,062.57	\$ 187,050.88	-17.98%	\$ 130,255.23
TAXES AND PENALTIES	912,674.05	950,776.66	4.17%	727,414.45
CLEARING FUNDS	347,543.31	280,875.06	-19.18%	451,853.57
TOTAL AGENCY PASS THRU FUNDS	\$ 1,488,279.93	\$ 1,418,702.60	-4.68%	\$ 1,309,523.25
TOTAL CASH & INVESTMENTS	\$ 38,513,503.42	\$ 38,689,796.98	0.46%	\$ 40,435,997.75

Becker County Sales & Use Tax

2014					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	606,000.00	129,165.85	735,165.85	(31,350.71)	703,815.14
2015					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,925,000.00	199,199.05	2,124,199.05	(26,358.15)	2,097,840.90
2016					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,912,893.48	209,748.19	2,122,641.67	(27,908.63)	2,094,733.04
2017					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,172,000.00	233,642.63	2,405,642.63	(29,318.97)	2,376,323.66
2018					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,281,000.00	365,457.85	2,646,457.85	(33,661.93)	2,612,795.92
2019					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,452,000.00	222,944.01	2,674,944.01	(34,367.81)	2,640,576.20
2020					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,563,000.00	279,602.16	2,842,602.16	(36,985.03)	2,805,617.13
2021					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,957,000.00	376,489.88	3,333,489.88	(38,856.08)	3,294,633.80
2022					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	3,230,000.00	485,045.29	3,715,045.29	(38,854.14)	3,676,191.15
2023					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
November		25,992.00	25,992.00	(3,173.11)	22,818.89
December	235,000.00	34,023.52	269,023.52	(3,054.62)	265,968.90
January	251,000.00	24,252.98	275,252.98	(3,076.38)	272,176.60
February	214,000.00	34,982.77	248,982.77	(3,156.08)	245,826.69
March	198,000.00	24,856.10	222,856.10	(3,118.94)	219,737.16
April	231,000.00	32,779.63	263,779.63	(3,088.38)	260,691.25
May	244,000.00	21,709.12	265,709.12	(3,126.88)	262,582.24
June	358,000.00		358,000.00		358,000.00
July	406,000.00	39,763.41	445,763.41	(3,311.24)	442,452.17
August	357,000.00	20,525.95	377,525.95	(3,293.45)	374,232.50
September	387,000.00	16,108.32	403,108.32	(16,108.32)	387,000.00
October	325,000.00	9,733.51	334,733.51	(3,175.32)	331,558.19
November	265,000.00		265,000.00		265,000.00
	3,471,000.00	284,727.31	3,755,727.31	(47,682.72)	3,708,044.59
2024					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
November		21,065.34	21,065.34	(3,124.31)	17,941.03
December	269,000.00	22,058.92	291,058.92	(3,126.30)	287,932.62
January	283,000.00	18,759.14	301,759.14	(3,126.30)	298,632.84
February		-	-		-
March		-	-		-
April		-	-		-
Mar-State Adj		-	-		-
April-State Adj		-	-		-
May		-	-		-
June		-	-		-
July		-	-		-
August		-	-		-
September		-	-		-
October		-	-		-
November		-	-		-
	552,000.00	61,883.40	613,883.40	(9,376.91)	604,506.49
Grand Total	24,121,893.48	2,847,905.62	26,969,799.10	(354,721.08)	26,615,078.02

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

EX--December 2023 Receipt 1 in the IFS (Bank/Cash Comp) January 2024 and Receipt 2 in the IFS (Bank/Cash Comp) February 2024

Bolded amounts corresponds to Monthly-Cash Comp

**Becker County
Investment Analysis
March 31, 2024**

Bank or Institution		Investment Number	Interest Rate	Yield Rate	Maturity Date	Book Value(Cost)	Fair Market Value
<u>American National Bank</u>							
ANB CD	American Natl	23-06	3.940%	3.940%	4/10/24	245,000.00	245,000.00
<u>Community Development Bank of Ogema</u>							
CDB CD	CDBoO	09-13	4.500%	4.500%	6/17/24	500,000.00	500,000.00
CDB CD	CDBoO	13-1	5.000%	5.000%	2/15/25	425,000.00	425,000.00
<u>Midwest bank</u>							
MW CD	Midwest	0-39	4.040%	4.040%	12/8/24	96,000.00	96,000.00
MW CD	Midwest CDARS	10-09	4.450%	4.450%	7/6/24	1,000,000.00	1,000,000.00
<u>State Bank of Lake Park</u>							
SBLP CD	State Bank of LP	01-39	4.000%	4.000%	9/30/24	152,858.20	152,858.20
<u>United Community Bank of Frazee</u>							
UCB CD	UCBoF	23-07	3.710%	3.710%	5/3/25	200,064.30	200,064.30
<u>Raymond James</u>							
MK Lake Park-Audubon MN GO		11-6	5.375%	3.652%	2/1/26	500,000.00	504,855.00
MK Connecticut St Taxable Go Bond		20-14	3.310%	3.310%	1/15/26	564,114.72	486,905.00
MK CD	Bridgewater Bk Bloomington, MN	20-15	0.350%	0.350%	9/1/24	114,000.00	111,281.10
MK CD	Alcoa Tenn Taxable Bds 2021 B	21-02	0.820%	0.820%	3/1/26	244,054.30	226,605.40
MK CD	Montgomery Cnty MD Rev Taxable Ref Bds 202	21-06	1.000%	1.000%	4/1/25	303,945.00	287,928.00
MK FHLB	Federal Home Loan Bank	22-02	4.000%	4.000%	6/29/26	500,000.00	491,420.00
MK CD	Discover Bank Greenwood, DE	22-07	4.850%	4.850%	11/9/26	244,000.00	244,871.08
MK FHLB	Federal Home Loan Bank	23-03	4.240%	4.240%	2/17/28	250,000.00	244,660.00
MK CD	CIBC Bank USA Chicago, IL	23-04	4.950%	4.950%	3/24/26	225,000.00	225,330.75
MK CD	First St Bk of Dequeen Dequeen	23-06	4.600%	4.600%	7/7/26	100,000.00	99,595.00
MK CD	HAPO Community Credit UN	23-07	5.250%	5.250%	2/27/26	240,000.00	241,624.80
<u>Wells Fargo Advisors (Formerly Wachovia Securities)</u>							
WFA FHLBMSUCP	Federal Home Loan Bank Multi Step Up Cpn Bor	21-03	0.500%	0.500%	3/16/26	455,000.00	424,128.25
WFA CD	BMW Bk North America CD	21-04	0.300%	0.300%	5/14/24	245,000.00	243,424.65
WFA CD	New York Cmnty Bk CD	21-05	0.350%	0.350%	6/3/24	225,000.00	222,950.25
WFA CD	Goldman Sachs BK USA CD	21-07	1.000%	1.000%	8/8/26	215,000.00	196,884.10
WFA CD	UBS Bank USA CD	21-08	0.550%	0.550%	8/26/24	245,000.00	240,229.85
WFA CD	JP Morgan Chase Bk NA CD	22-01	1.100%	1.100%	1/31/25	245,000.00	236,858.65
WFA BOND	US Treasury Notes	22-03	2.750%	2.750%	4/30/27	326,476.93	314,245.80
WFA CD	City Natl Bk - Bev Hi CD	23-01	4.350%	4.350%	1/26/26	245,000.00	242,782.75
WFA CD	Synchrony Bank CD	23-08	5.050%	5.050%	10/27/26	245,000.00	248,993.50
WFA BOND	US Treasury Bill	23-09	5.199%	5.199%	4/30/24	1,133,023.48	1,147,113.50
WFA CD	Comerica Bank CD	23-10	5.450%	5.450%	11/15/24	245,000.00	245,156.80
WFA CD	Morgan Stanley PVT PK CD	23-11	4.950%	4.950%	6/6/25	245,000.00	244,644.75
WFA CD	Morgan Stanley BK NA CD	23-12	4.800%	4.800%	12/8/25	245,000.00	244,529.60
WFA BOND	US Treasury Notes	24-01	3.000%	3.000%	7/31/24	2,010,472.28	1,984,400.00
Total Pooled Investments - Securities						12,229,009.21	12,020,341.08

Summary of Investments by Type		
	Book Value	Fair Value
CD's	5,131,867.50	5,084,727.03
CDARS	1,000,000.00	1,000,000.00
Jumbo CDs		
Local Gov Issues	500,000.00	504,855.00
Govt. Securities	922,169.02	824,791.50
Treasury	3,469,972.69	3,445,759.30
FNMA	0.00	0.00
FHLBMSUCP	455,000.00	424,128.25
FFCBB		
FHLB	750,000.00	736,080.00
Totals	12,229,009.21	12,020,341.08

Investment Summary by Fund		
Revenue Fund	12,229,009.21	12,020,341.08
	12,229,009.21	12,020,341.08
Fair Market Value Adjustment		(208,668.13)

**Dancing Sky Area Agency on Aging Adult Protection Pilot program
Memorandum of Understanding for utilizing Cumulus software**

Mission: Our mission is to support referrals for direct services dollars to those in need with a valid MAARC report. The direct service dollars will be administered at the Dancing Sky Area Agency on Aging (AAA) level. The project is supported with ARPA funding.

Scope and Purpose: The parties involved will be responsible for testing the Cumulus software system to provide referrals to the AAA for direct services funds and care coordination as needed. Enable cost-effective, efficient, and person-centered interventions to adult protective services clients and expansion of engaging Home and Community Based Services to further reduce the opportunity for abuse, neglect, exploitation, and self-neglect.

Objectives:

Connect through cumulus by providing referrals to the AAA to initiate the client's need of direct service dollars.

Build up and target referrals to maintain ongoing support with county and AAA clients.

Build communication and understanding between the Senior LinkAge Line and the counties regarding the welfare data privacy act for current and future clients.

Responsibilities of the parties involved:

Work together and support the successful completion of the pilot project by making referrals to the AAA.

Appoint a county staff member to take part in training on the software system and making referrals.

Use of the Cumulus referral system to bridge referrals between county agencies and the Area Agency on Aging.

Support in offering feedback and areas of growth at the conclusion of the pilot project.

Responsible County Partner

Date

Dancing Sky AAA Responsible Party

Date

Mutual Aid Agreement

THIS MUTUAL AID AGREEMENT, and amendments and supplements thereto, (hereinafter "contract") is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State Community and Technical College (hereinafter: MnSCU), which is empowered to enter into mutual aid agreements pursuant to Minnesota Statutes, Section 12.27, and Becker County, located at 712 Minnesota Avenue, Detroit Lakes, MN 56501 (hereinafter "GOVERNMENTAL ENTITY"), which is empowered to enter into mutual aid agreements pursuant to Minnesota Statutes, Section 12.27.

WHEREAS, the GOVERNMENTAL ENTITY on behalf of its Community Health has authority to take actions to prevent and control communicable diseases as well as general authority to develop integrated system of community health services; and

WHEREAS, MnSCU has grounds and equipment at System institutions which could be utilized by the County for the purpose of mass clinics to conduct disease prevention and disease control activities and facilities that could be used for a Family Assistance Center in case of natural disaster/emergency, casualty.; and

WHEREAS, the parties hereto mutually desire to reach an understanding that will result in making the aforesaid facilities of MnSCU available for the aforesaid use,

NOW, THEREFORE, the parties agree as follows:

A. DUTIES AND RESPONSIBILITIES OF' MNSCU:

1. MnSCU agrees that, in its sole discretion, after meeting its responsibilities to students, faculty, and administrative employees and other staff members, volunteers or agents, it will permit, to the extent of its ability and upon request of the County, the use of physical facilities and equipment by the County within a reasonable time and for the time period being requested for mass clinics for disease prevention and disease control activities or facility use for Family Assistance Center in case of natural disaster/emergency, casualty.

As used herein, "mass clinics" means clinics for the administration of vaccinations or treatment of acute injuries of an emergency nature if the number of people so injured makes it impossible for local hospitals to treat all such injured people. "Family Assistance Center" opened in the immediate aftermath of mass casualty incidents to support survivors, family members, and friends. MnSCU shall not be liable to the County or to any other person for failure to provide assistance pursuant to this agreement.

2. MnSCU will provide sufficient emergency electrical power for lights, computers, printer, fax machines, radios and other electrical equipment.
3. MnSCU will provide access to appropriate and necessary telecommunications resources to the extent those resources are available at the designated institution.
4. MnSCU will provide access to and be responsible for the cost of institutional utility resources to the extent those resources (as available on site). Resources may include:
 - Loading docks for manually off-loading and on-loading trucks:
 - Usual and customary office equipment and accommodations (if available) including tables, chairs, telephones, copy machine, fax machine, computers, printers, telephones, internet access, refrigeration, garbage containers, drinking fountains, conference room facilities, classroom facilities, gymnasium facilities, restrooms, handicapped accessibility

and parking facilities.

- Specialized emergency and security equipment, facilities and personnel (if available) including a secure storage area, portable radios, portable fans, scales, generators in case of power loss, emergency lighting, HVAC-ability for temperature control; access to video and security system and security personnel.
- 24/7 emergency contact information services.

B. DUTIES AND RESPONSIBILITIES OF BECKER COUNTY:

1. The County agrees that it shall exercise reasonable care in the conduct of its activities in such facilities. The County further agrees to replace or reimburse MnSCU for any MnSCU supplies that the County may use in conduct of its mass clinics or family assistance centers pursuant to this agreement.
2. The County agrees to reimburse MnSCU for personnel costs MnSCU incurs while providing assistance pursuant to this agreement, including salaries and overtime.
3. The County shall indemnify, save and hold MnSCU, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by MnSCU arising from the performance of this contract by the County or County's agents or employees. The County's liability shall be governed by Minnesota Chapter 466, and other applicable law.

C. TERM OF AGREEMENT:

This agreement shall be effective on the date it is signed by both parties and shall remain in effect for a period of **two (2) years** except as otherwise provided herein or by agreement of parties in writing. This agreement may renew at the end of the term for an additional five year period by mutual agreement in writing.

D. MnSCU's AUTHORIZED REPRESENTATIVE. MnSCU's Authorized Representative for the purpose of administration of this contract is Pat Nordick, Chief Financial Officer, Minnesota State Community and Technical College, 405 Colfax Ave. S.W., Wadena, MN 56482. 218-631-7920.

E. The COUNTY'S authorized Representative for the purpose of administration of this contract is Denise Warren, Director of Becker County Human Services.

F. All notices and correspondence, which may be necessary or proper for either party to accomplish the purpose of this Agreement, shall be addressed to the parties' authorized representatives listed above, or their successors in office.

G. OTHER PROVISIONS:

1. MnSCU and the County are responsible for damages to or loss of their own equipment. Each party hereby waives the right to sue the other for any damages to or loss of its equipment, even if the damages or loss was caused wholly or partially by the negligence of the other party, its officers, employees, agents or volunteers.
2. MnSCU and the County agree that no modifications or changes will be made to the campus facility/property without MnSCU's express written approval.
3. Prior to occupancy, representatives of both parties will inspect the College facilities together and will note the condition of the facilities on an inspection form.
4. Prior to vacating the College facilities, representatives of both parties will again inspect the College facilities together to note any changes to the condition of the facilities on the inspection form. MnSCU's responsibility is limited to normal wear and tear only.
5. MnSCU and the County are responsible to maintain worker's compensation insurance or self-insurance covering their own personnel while they are providing or receiving assistance pursuant to this agreement.
6. The County and MnSCU must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the County in accordance with the Agreement. The civil remedies of Minnesota Statute 13.08 apply to the release of the data referred to in this clause by either the County or

MnSCU. In the event the County receives a request to release the data referred to in this clause, the County must immediately notify MnSCU. MnSCU will give the County instructions concerning the release of the data to the requesting party before the data is released.

7. Any amendments to this contract shall be in writing, and by the same parties who executed.

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

APPROVED:

1. Becker County:

The person(s) who sign this agreement hereby certify(ies) that he/she/they have delegated authority to do so from the GOVERNMENTAL ENTITY as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)
Title
Date

By (authorized signature)
Title
Date

2. MINNESOTA STATE COLLEGES & UNIVERSITIES Minnesota State Community and Technical College

By Pat Nordick
Title: Chief Financial Officer
Date

3. AS TO FORM AND EXECUTION:

By Wayne Wolden
Title: Business Manager
Date

MEDICA HEALTH PLANS

NON-EMERGENCY MEDICAL TRANSPORTATION SERVICES AGREEMENT

This Non-Emergency Medical Transportation Services Agreement (the “Agreement”), effective on **May 1st, 2024** (the “Effective Date”), is made between **Becker County dba Becker County Human Services** (“Carrier”) and **Medica Health Plans** (“Medica”) for the purpose of setting forth the terms and conditions under which Carrier will provide Non-Emergency Medical Transportation (“NEMT”) services to Members enrolled for health coverage under Medica Minnesota Healthcare Programs (“MHCP”) Products.

Article 1

Definitions

Section 1.1 Definitions. The following terms will have the meanings given below:

Administrative Requirements:	Administrative requirements and protocols of Medica as set forth in Medica’s Provider Administrative Manual, NEMT Provider Operations Manual, administrative guidelines, training manuals, and/or other manuals and provider requirements, as may be amended by Medica from time to time, which can be found at www.medica.com and are made part of and incorporated into this Agreement by this reference.
Benefit Contract:	A plan of health care coverage issued by Medica for each Medica MHCP identified in the Appendices to this Agreement, which contains the terms and conditions of a Member’s coverage.
CMS:	The Centers for Medicare and Medicaid Services of the United States Department of Health and Human Services.
Common Carrier Services:	NEMT services provided by a public or private person or entity that enters into a NEMT Services Agreement with Medica including without limitation taxicabs that serve Minnesota Health Care Programs beneficiaries who do not require emergency ambulance services or Special Transportation Services to obtain covered medical services and who meet the requirements of Minnesota Statutes, Section 256B.0625, Subdivision 17, including without limitation and in any event the requirement to comply with the operating standards for Special Transportation Services.
DHS:	The Minnesota Department of Human Services.
HIPAA:	The Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, as amended.
Medicaid:	The federal and state funded program for certain low income individuals established by Title XIX of the Social Security Act.
Medicare:	The federal insurance program for aged and disabled people as defined under Public Law 89-97 (42 U.S.C. § 1395 et. seq.).
Member:	An individual properly enrolled for coverage under a Benefit Contract.

Person with an Ownership or Control Interest:

A person or corporation that: A) has an ownership interest, directly or indirectly, totaling 5% or more in Carrier; B) has a combination of direct and indirect ownership interests equal to 5% or more in Carrier; C) owns an interest of 5% or more in any mortgage, deed of trust, note, or other obligation secured by Carrier, if that interest equals at least 5% of the value of the property or assets of Carrier; or D) is an officer or director of Carrier (if organized as a corporation) or is a partner in Carrier (if organized as a partnership).

Special Transportation Services:

Motor vehicle transportation provided on a regular basis by a private person or entity that enters into a NEMT Services Agreement with Medica and that is designed exclusively or primarily to serve individuals who are elderly or disabled and who are unable to use regular means of transportation but do not require ambulance services. Special transportation services include but are not limited to services provided by specially equipped vans and taxis driving private automobiles. Special transportation services also mean those NEMT services under Minnesota Statutes, Section 256B.0625, Subdivision 17, that are subject to the operating standards for special transportation service under Minnesota Statutes, Sections 174.29 to 174.30 and Minnesota Rules, chapter 8840. For the avoidance of doubt, all NEMT providers must comply with the operating standards for special transportation services as defined in Minnesota Statutes, Sections 174.29 through 174.30.

Subcontractor:

An agent or independent contractor of Carrier who is properly qualified in the state or states in which Carrier renders services and with whom Carrier contracts to perform Transportation Services or services related thereto. For the avoidance of doubt, a Subcontractor may include a driver who is an independent contractor of Carrier. For the purpose of accessing drivers to perform Special Transportation Services under this Agreement, Carrier is not permitted to use drivers who are employed by or contracted with a Subcontractor, i.e., an independent contractor.

Transportation Services:

NEMT services including Common Carrier Services and/or Special Transportation Services in accordance with Minnesota Statutes, Section 256B.0625, Subdivision 17.

Waiver Services:

Home and community based services authorized by federal waiver under § 1915(c) of the Social Security Act, 42 U.S.C § 1396n, and pursuant to Minnesota Statutes, § 256B.092, Subd. 4, and § 256S.01. These services are for Members who meet specific eligibility criteria including being at risk of institutional care if not for the provision of Waiver Services. The services are intended to prevent or delay nursing facility placements.

Article 2

Eligibility for Transportation Services

Section 2.1 Identification Cards. Medica will give Members an identification card that will contain the name of the Member and his or her Member number and identify the specific Benefit Contract under which the Member has obtained coverage. In addition, for Members covered under a Benefit Contract

that requires the Member to choose a primary care clinic, the identification card will indicate the Member's primary care clinic.

Section 2.2 Verification of Eligibility of Transportation Services and Membership Status. Carrier may verify the current status of the Member's eligibility for Transportation Services by requesting presentation by the Member of his or her identification card or by contacting Medica during normal office hours. However, if Medica subsequently determines that the individual was not eligible for coverage for the services rendered, those services will not be eligible for payment and Carrier may not directly bill the individual for such services.

Article 3

Provision of Transportation Services and Administrative Requirements

Section 3.1 Services Provided. Medica will notify Carrier to inform Carrier that Transportation Services have been authorized for a Member. Medica will provide Carrier the Member's name, address where the Member is to be picked up, the time of Member's authorized appointment or Waiver Service and the address to which the Member is to be transported. Carrier will pick up Members and their authorized passengers at the location authorized by Medica and transport them only to the authorized appointment or Waiver Service designated by Medica. If requested, Carrier will also transport the Member back to the Member's place of residence, employment, or education. Carrier will provide such Transportation Services during the Carrier's hours of operation. Carrier may only transport Members and their authorized passengers to and from the destination(s) authorized by Medica. Carrier will ensure that its employees and Subcontractors providing Transportation Services are subject to and comply with the terms and conditions of this Agreement.

Section 3.2 Number of Members Per Vehicle. Carrier will ensure that the occupants of vehicles under Carrier's control are restricted to the driver and the Member for whom Transportation Services are scheduled and the Member's spouse, parent, child, or authorized escort, as appropriate, to the extent applicable. At no time will vehicles under Carrier's control be used to transport more than one unrelated Member at one time, unless otherwise agreed to in writing by Medica and Carrier.

Section 3.3 Response Times. Carrier will arrange to pick-up the Member in the time frame appropriate to the Member's scheduled authorized appointment or Waiver Service time. If applicable, Carrier will arrange to pick-up the Member for return no later than 30 minutes after the Member calls Carrier to be picked up. If the pick-up for Transportation Services either to or from the authorized appointment or Waiver Service does not meet these response times, Carrier will be paid half the reimbursement described in Appendix A.

Carrier may exceed the return response time only during: (i) periods of inclement weather; (ii) peak traffic rush hours (7:00 am - 9:00 am and 3:00 pm to 6:00 pm); (iii) instances in which call volume is in excess of the volume currently anticipated by Carrier; (iv) instances in which Medica gives Carrier inaccurate or incomplete Member pick-up information; (v) mechanical breakdown of vehicle; (vi) power outages; or (vii) acts of God. For rides unscheduled in advance, Carrier must pick up the Member no later than 60 minutes after the Member calls to be picked up and, if Carrier will be late, Carrier must notify Member no later than 15 minutes after the Member calls to be picked up that Carrier will be late.

Section 3.4 Cancellation. If for any reason Carrier is unable to provide scheduled Transportation Services, Carrier must notify Medica and Member of the cancellation at least 24 hours prior to the scheduled pick-up time.

Section 3.5 Wait Times. Carrier drivers must make an attempt to alert the Member when the driver arrives at the pick-up destination, and Carrier drivers must wait at the designated pick-up destination for

a minimum of 15 minutes after the agreed upon pick-up time if Member is not immediately ready. Carrier drivers must attempt to locate the Member by knocking on the Member's door, ringing the doorbell to the Member's home or apartment, or by calling the Member at the number listed on the ride order form. If there is no answer by the Member or the Member is not ready within 15 minutes of the scheduled pick-up time, Carrier may document a no-show. Carrier will track all Member no-shows, and will communicate with Medica the no-show occurrences broken down by Member for the purpose of determining and resolving the root cause.

Section 3.6 Personnel. References to “driver” or “drivers” in this Agreement mean a driver or drivers who are either employed by or directly contracted with Carrier, unless otherwise specified. Carrier will and will ensure that its drivers, dispatchers and all other personnel are in compliance with Medica's Medicare, Medicaid and any other MHCP regulatory requirements, which can be accessed at www.medica.com, including without limitation, the requirements for checks of exclusion lists and other background checks. Carrier will ensure that the driving record, personal background and experience of its drivers demonstrate an ability to safely operate a motor vehicle. Carrier will conduct a criminal history investigation on all employees and contractors providing services to Members. Routine background checks should include searches of records from any federal or state court in the United States, and records of all convictions or releases from prison within the last 10 years. Carrier will retain the results of the background check for inspection by Medica. Carrier will ensure that any employee or contractor convicted of a felony does not provide Transportation Services to Members. All drivers must follow Carrier's policies and procedures, which must include that each driver is courteous to Members and their authorized passengers, maintains a clean and neat appearance, follows all traffic laws and operates the Carrier's vehicles or the drivers' own vehicles in a safe and prudent manner. Carrier's drivers must be properly licensed by the State of Minnesota to provide the Transportation Services set forth in this Agreement. Carrier will prohibit its drivers from smoking in or near the vehicles and from operating a vehicle while under the influence of alcohol or controlled substance or while engaging in any other activity prohibited by law or considered distracting while driving (e.g., sending or receiving text messages on a mobile device). Carrier will also prohibit its drivers from making or receiving personal phone calls in the vehicle when a Member is present. Carrier's drivers are not allowed to carry concealed weapons while transporting Members.

Section 3.7 Equipment. Each vehicle used to transport Members will be equipped with two-way communication equipment. In addition, Carrier agrees, when transporting a child who is both under the age of eight and shorter than four feet nine inches, to accommodate installation of a child passenger restraint system in the vehicle meeting federal motor vehicle safety standards. Carrier also agrees to ensure that all vehicles used by Carrier's drivers to transport Members are clearly marked with Carrier's logo or signage.

Section 3.8 Administrative Requirements. Carrier is subject to and must fully comply with Medica's Administrative Requirements. Carrier must comply with any federal and/or state requirements, including without limitation the certification requirements of the Minnesota Department of Transportation (“MN-DOT”), and must notify Medica immediately of any lapse in MN-DOT certification. Failure to notify Medica of a lapse in certification constitutes a material breach of this Agreement.

Carrier will and will ensure that its employees and Subcontractors comply with this Agreement and all Administrative Requirements. In the event Medica adopts additional or revised Administrative Requirements following the Effective Date of this Agreement, Medica will communicate such additional or revised Administrative Requirements to Carrier prior to their adoption and permit Carrier 30 days to comply with such additional or revised Administrative Requirements, unless amended in accordance with Sections 11.1.2 or 11.1.3. Carrier is responsible for obtaining information from Medica for scheduling and maintaining appointments and verifying Member eligibility, in a timely and accurate manner. **Failure to**

comply with the provisions of this Section and/or Appendix A constitutes a material breach of this Agreement, and will result in forfeiture of payment by Carrier and may result in termination of this Agreement at Medica's discretion in accordance with Section 9.2.1.

Section 3.9 Reporting Member Grievances. Within 24 hours of receipt, Carrier will report to Medica any and all grievances that Carrier receives from Members regarding Transportation Services provided under this Agreement. This applies to both oral and written grievances received from Members. Carrier will comply with the following procedures for reporting Member grievances:

(a) Oral Grievances

Carrier will complete the Medica Case Documentation Form, set forth in Medica's Non-Emergency Medical Transportation Provider Operations Manual, for each oral Member grievance Carrier receives. Within 24 hours of receipt of the Member grievance, Carrier must submit the completed Medica Case Documentation Form to Medica via secure electronic mail or facsimile transmission. Carrier will investigate the Member grievance and submit a detailed report of its findings to Medica within 5 calendar days of receipt of the oral grievance.

(b) Written Grievances (including grievances received via electronic mail)

Within 24 hours of receipt of a written Member grievance, Carrier must send a copy of the grievance to Medica via secure electronic mail or facsimile transmission. Carrier will investigate the Member grievance and submit a detailed report of its findings to Medica as soon as needed under the circumstances and in no event later than 15 calendar days of receipt of the written grievance.

Carrier will cooperate with Medica to investigate and resolve such grievances. Carrier will be bound by the results of such grievance resolution process as it relates to Medica. In addition, Carrier will cooperate with Medica regarding any grievances Medica receives from a Member that relate to Carrier's Transportation Services.

Section 3.10 Carrier Complaints and Prohibition on Restriction of Services. Carrier shall report any complaints it has received regarding a Member's behavior to Medica and shall cooperate with Medica to resolve such complaints. Carrier shall not terminate, limit, reduce or otherwise restrict a Member's access to Transportation Services due to a Member's behavior or for any other reason without Medica's prior written approval, in accordance with laws, regulations and sub-regulatory guidance.

Section 3.11 Business Continuity/Disaster Recovery. Carrier warrants and represents that it has developed and implemented a Business Continuity/Disaster Recovery ("BC/DR") plan that is consistent with industry best practices, applicable to the Transportation Services it provides to Medica under this Agreement, and conforms to the terms of this Agreement. Carrier must maintain, review, and annually test this BC/DR plan throughout this Agreement's term. Medica may review Carrier's BC/DR plan upon request and Carrier will provide Medica with a copy of its BC/DR plan no later than 10 calendar days after Medica's request. Medica reserves the right to observe or participate in any BC/DR plan exercise.

Section 3.12 Notification of Involuntary Termination. Carrier will provide Medica with a detailed written report of any and all instances of involuntary termination by Carrier of an employee or Subcontractor who has performed Transportation Services or services related thereto for Members, within 5 business days of the termination.

Section 3.13 Subcontracted Services. Carrier is prohibited from performing Transportation Services under this Agreement with the use of drivers employed by or under contract with a Subcontractor. Subject to the foregoing, within 5 business days of receiving a request from Medica,

Carrier must provide Medica with a list of Carrier's Subcontractors, including without limitation drivers contracting with Carrier. Medica retains the right to approve and may direct Carrier, at any time and in Medica's sole discretion, to suspend or terminate any subcontract with respect to the provision of Transportation Services to Members.

Each subcontract between Carrier and a Subcontractor must:

- (a) be in writing;
- (b) comply with all applicable laws, regulations (including without limitation HIPAA), sub-regulatory guidance, and accreditation standards regarding subcontract arrangements;
- (c) acknowledge the Subcontractor's responsibility to comply with Carrier's duties under this Agreement and the duties of Medica under this Agreement and under applicable laws, regulations and sub-regulatory guidance;
- (d) acknowledge Medica's right, during reasonable business hours and upon reasonable notice, to monitor on an ongoing basis a Subcontractor's activities and to obtain access to all information and records of a Subcontractor relative to the provision of Transportation Services or services related thereto for the purposes of auditing the Subcontractor's compliance with the terms of this Agreement; and
- (e) be enforced by Carrier as necessary to ensure the Subcontractor's compliance therewith.

Carrier is responsible for payment to all Subcontractors. Carrier will ensure that no Subcontractor bills or attempts to collect from Medica or any Member for Subcontractor's services. Carrier will be responsible for any additional financial liability that Medica incurs as a result of Carrier's noncompliance with this Section 3.13.

Section 3.14 Consumer Data. Carrier will comply with all reasonable requests by Medica for information or review of information that Medica intends to release to purchasers of health care coverage, Members, and other consumers, in order to promote high-quality, cost-effective care. Carrier may have an opportunity to review consumer data prior to Medica's publication for Medica initiated transparency programs and Carrier consents to Medica's release of Carrier-related data, including, without limitation, Carrier quality, outcomes, and patient satisfaction data, and will not attempt to prohibit or restrict Medica's release of such information in accordance with the Administrative Requirements. Notwithstanding the foregoing, any state or federal statutory or regulatory transparency requirements for Medica or Carrier will not be subject to prior review and not subject to the Confidentiality provisions of this Agreement.

Article 4

Reimbursement for Transportation Services

Section 4.1 Reimbursement for Transportation Services. Medica will pay Carrier for Transportation Services provided under this Agreement in accordance with Appendix A.

Section 4.2 Statements of Services. Carrier will provide Medica with a billing statement in accordance with the requirements set forth in Appendix A. **Failure to comply with those requirements may result in forfeiture of payment and will constitute a material breach of this Agreement.** Medica will send payment to Carrier within 30 business days after receiving Carrier's undisputed billing statement that has no defect or impropriety, including any lack of any required substantiating documentation, or particular circumstance requiring special treatment that prevents timely payment from being made.

Section 4.3 Submission of and Adjustments to Payment. Medica will have the right to make and Carrier will have the right to request corrective adjustments to any previous payment for Transportation

Services; provided, however, that any corrections by Medica or requests for corrective adjustments by Carrier will be made within 90 calendar days after the date of payment by Medica for the Transportation Services.

For purposes of this Section 4.3, corrective adjustments will not include: (1) payments subject to Coordination of Benefits recovery; (2) payments subject to subrogation recovery; (3) duplicate claims payments; (4) adjustments due to fraud, waste, or abuse, or a credible allegation of fraud; or (5) certain other payments as set forth in Appendix A. Medica may make such adjustments at any time and such adjustments are not subject to the time frame set forth above. Carrier will promptly identify, report and return overpayments to Medica.

Section 4.4 Right of Offset. In addition to the right to adjust claims payments set forth herein, Medica may exercise a right of offset such that Medica may recover any amounts due to Medica from amounts payable to Carrier pursuant to this Agreement.

Article 5 Relationship Between Parties

Section 5.1 Relationship Between Medica and Carrier. The relationship between Medica and Carrier is solely that of independent contractors. Nothing in this Agreement or otherwise will be construed, implied, or deemed to create any other relationship between the parties, including one of employment, agency, joint venture, association, partnership, or any other form of separate legal entity or organization. Neither party to this Agreement will have an express or implied right of authority to assume or create any obligation or responsibility on behalf of or in the name of the other party. The rendering of all Transportation Services and the operation and maintenance of all offices, facilities, and equipment of Carrier, solely and exclusively is under the control and supervision of Carrier. Medica will not control or be responsible for the Transportation Services rendered by Carrier.

Section 5.2 Relationship Between Carrier and Members. The relationship between Carrier and any Member is that of professional and client.

Article 6 Liability Insurance, Hold Harmless and Indemnification

Section 6.1 Liability Insurance. Carrier shall: (a) procure and maintain a master automobile liability insurance policy covering Carrier and employed drivers; and (b) require each driver under contract with Carrier who is not covered under the master automobile liability insurance policy to procure and maintain an automobile liability insurance policy. The insurance policies under (a) and (b) of this Section shall have limits of \$1,000,000 per occurrence and \$1,000,000 aggregate for damages arising out of negligent acts or omissions, covering owned, non-owned and hired vehicles, where applicable. The liability insurance required under this Section 6.1 will be either (a) occurrence, or (b) claims made with an extended period reporting option, under such terms and conditions as may be reasonably required by Medica. Carrier must provide evidence of such insurance coverage prior to executing this Agreement. Carrier will notify Medica as soon as feasible but in no event later than 10 calendar days of any of the following events related to such insurance coverage: (a) changes in carriers; (b) changes in remaining coverage; (c) notification of the assertion of any claim against the Carrier, including claims for which Carrier agrees to an out-of-court settlement, that (i) when aggregated with other claims, would reach 75% of Carrier's aggregate insurance limit, or (ii) individually would reach 50% of Carrier's occurrence or claims made limit; or (d) denials of, restrictions on, termination of, renewal of or any other material changes in such insurance, including reduction of limits, erosion of aggregate, change in retention or non-payment of premiums.

Section 6.2 Additional Requirements. Carrier's liability to Medica is not limited to Carrier's insurance coverage. Carrier is also responsible for providing any additional insurance Carrier feels is necessary to protect Carrier's interest from other hazards or claims in excess of the minimum coverage. Any form of self-insurance by Carrier or drivers, including a deductible equal to the face value of the insurance coverage as required by the Agreement, is specifically prohibited. Prior to execution of this Agreement by Carrier, and thereafter upon any subsequent renewal of this Agreement, Carrier must provide as soon as feasible, but in no event later than 10 calendar days, a certificate of coverage listing Medica as an additional insured, verifying the required insurance coverage described in this Section.

Section 6.3 Carrier Hold Harmless and Indemnification. Carrier will indemnify and hold Medica harmless against any and all claims, liabilities, costs, damages, losses or judgments, including reasonable attorney's fees and expenses, asserted against, imposed upon or incurred by Medica that arise out of or related to the:

- (a) malfunction or defective condition of equipment or vehicles used under this Agreement; or
- (b) acts or omissions of, including the negligence or breach of this Agreement, by Carrier or any of its employees, Subcontractors, agents or representatives.

In connection with any negligence claim asserted against Carrier or any person employed by or under contract with Carrier, Carrier will not pursue a claim against Medica for contribution or indemnity.

Section 6.4 Medica Hold Harmless and Indemnification. Medica will indemnify and hold Carrier harmless against any and all claims, liabilities, costs, damages, or judgments asserted against, imposed upon or incurred by Carrier that arise out of the acts or omissions of, including the negligence or breach of this Agreement by, Medica or Medica's employees, agents or representatives; provided, however, that no person is deemed to be an employee, agent or representative of Medica because of providing Transportation Services under this Agreement.

Article 7

Compliance Requirements

Section 7.1 Fraud and Abuse Requirements.

- (a) Carrier understands that this Agreement involves the receipt by Carrier of state and federal funds, and that Carrier is, therefore, subject to criminal prosecution and/or civil or administrative actions for any intentional false statements or other fraudulent conduct related to its obligations under this Agreement.
- (b) Carrier will, upon the request of: (i) Medica's Special Investigations Unit ("Medica SIU"); and/or (ii) DHS, the applicable state fraud control unit, the state Attorney General's Office, CMS, the U.S. Department of Health and Human Services Inspector General, the Comptroller General and/or any other government investigative agency and their designees (individually and collectively, "Government Agency"), make available to Medica SIU and/or any such requesting Government Agency all administrative, financial, medical and any other records that relate to the delivery of items or services under this Agreement. Carrier will allow Medica SIU and a Government Agency access to these records during normal business hours. To the extent that Carrier subcontracts any Transportation Services under this Agreement, those Subcontractors are likewise subject to the requirements of this Section. Carrier shall also, at its place of business, maintain copies of all administrative, financial, medical, and any other records that relate to delivery of items or services under this Agreement by Carrier's Subcontractors. In addition, to the extent legally permitted and not prohibited by the requesting Government Agency, Carrier will notify Medica's

Special Investigations Unit within 5 calendar days in the event of a request by a Government Agency to review any Carrier records.

- (c) Carrier will promptly report to Medica any suspected insurance fraud relating to Medica.
- (d) Carrier and its Subcontractors are prohibited from soliciting or scheduling Transportation Services as follows:
 - (i) Carrier is prohibited, and will prohibit its Subcontractors, from contacting Medica or Medica's designee to schedule rides for Members; and
 - (ii) Carrier is prohibited, and will prohibit its Subcontractors, from engaging in fraudulent or abusive practices including without limitation from offering anything of value, either directly or indirectly, to induce a Member to obtain Transportation Services from Carrier, or from otherwise soliciting a Member for Transportation Services, or from encouraging a Member to seek Transportation Services to or from a specific location.
- (e) Carrier will terminate any employee or Subcontractor found to have: (i) contacted Medica or Medica's designee to schedule any rides with Carrier; (ii) solicited any Members to use Transportation Services; (iii) encouraged any Members to seek Transportation Services to or from a specific location; (iv) dropped any Members off at a location other than the location(s) designated when the Transportation Services were scheduled; or (v) engage in making misrepresentations to either Medica staff or Members.
- (f) Carrier's payments will be suspended by Medica, in accordance with Medica's contract with DHS, if: (i) DHS has notified Medica that it has suspended all Medicaid payments to Carrier based on a determination there is a credible allegation of fraud against Carrier for which an investigation of payments made under the MHCP is pending; or (ii) Medica determines there is a credible allegation of fraud against Carrier. In accordance with Medica's contract with DHS, "fraud" is defined as set forth in Minnesota Rules 9505.2165.

Section 7.2 Health Insurance Portability and Accountability Act (HIPAA). Pursuant to the HIPAA privacy and security regulations, Carrier shall receive only the minimum amount of protected health information necessary for Carrier to perform its responsibilities under this Agreement. Under this Agreement, Carrier has access to Member Protected Health Information as defined by HIPAA and performs a HIPAA regulated function or activity on behalf of Medica. Therefore, Carrier is a Business Associate of Medica, as defined by HIPAA, and must comply with the Business Associate requirements, attached hereto as Appendix B and incorporated herein by this reference.

Article 8

Books and Records

Section 8.1 Access to and Release of Books and Records/Monitoring. Medica will monitor on an ongoing basis Transportation Services and the performance of any activities under this Agreement. Carrier shall maintain records arising out of or related to this Agreement and Medica's contracts with CMS and DHS for at least 10 years after the date of termination or expiration of the Agreement or final audit, whichever is later, or such longer period required by law. During the term of this Agreement and for 10 years following termination or expiration of this Agreement, or final audit, whichever is later, or longer in certain instances, as required by law, Carrier will provide Medica and its authorized agents, during regular business hours and upon reasonable notice and demand, with access to all information and records, or copies of records, of Carrier related to Transportation Services under this Agreement to the extent permitted by applicable law and subject to proper authorization from the Member. Carrier will provide

records or copies of records requested by Medica within 14 days from the date such request is made or sooner if necessary to comply with law. Nothing herein will modify or limit Medica's rights under the Dispute Resolution and Term and Termination Articles of this Agreement, nor be construed to bar other legal or equitable remedies that may be available to Medica. This Section 8.1 will not be construed to provide Medica with access to information related solely to the overall financial operations of Carrier.

Section 8.2 Access to Records by State and Federal Government. The state and federal government and any of their authorized representatives have access, in accordance with state and federal statutes and regulations, to all information and records, or copies of such, within the possession of Medica or Carrier, that are pertinent to and involve transactions related to this Agreement. Furthermore, Medica is authorized to release any such information and records, or copies of records as is necessary to comply with federal and state statutes and regulations applicable to Medica. Without limiting the above, a Government Agency as defined in Section 7.1 has the right to audit, evaluate and inspect any pertinent information including books, contracts, records, including medical records and documentation related to DHS' or CMS' contract with Medica for a period of 10 years from the final date of the contract period or the completion of any audit, whichever is later, or longer in certain instances, as required by law.

Article 9

Term and Termination

Section 9.1 Term. The term of this Agreement commences on the Effective Date and continues through **April 30, 2027** unless otherwise terminated pursuant to Section 9.2.

Section 9.2 Termination. This Agreement may be terminated as follows:

9.2.1 Termination upon Event of Default.

- (a) This Agreement may be terminated by Medica immediately upon written notice to Carrier upon the occurrence of an Event of Default by Carrier hereunder. Each of the following constitutes an Event of Default by Carrier:
 - (i) Any material impairment of Carrier's ability to perform under this Agreement;
 - (ii) Determination by Medica that the health, safety or welfare of Members is in immediate jeopardy if the Agreement is continued;
 - (iii) Carrier's failure to perform under this agreement, or comply with, the Administrative Requirements;
 - (iv) Carrier files a voluntary petition in bankruptcy, admits in writing its inability to pay its debts, makes a general assignment for the benefit of creditors, is adjudicated as bankrupt or insolvent, or has an involuntary petition in bankruptcy or similar proceeding commenced against it, that continues un-dismissed for a period exceeding 60 days;
 - (v) Carrier fails to maintain an insurance program as described in Section 6.1, including without limitation, Carrier's failure to ensure that drivers performing Transportation Services under this Agreement are properly insured in accordance with Section 6.1;
 - (vi) Medica reasonably believes that Carrier or an employee or Subcontractor of Carrier, or a Person with an Ownership or Control Interest in Carrier is engaged in fraud or abuse related to the provision of any services rendered to Members for which Carrier seeks compensation from Medica. This reasonable belief may be based upon, but is not required to be, a finding by

a state or federal government agency, a state fraud control unit, a court of law, or other legal entity that there has been engagement in such fraud or abuse related to services provided under this Agreement;

- (vii) Carrier fails to comply with Medica's privacy practices;
 - (viii) Carrier fails to comply with Section 11.5 or Section 11.6 of this Agreement;
 - (ix) Carrier performs Transportation Services under this Agreement with the use of drivers employed by or under contract with a Subcontractor;
 - (x) Carrier and/or drivers fail to maintain required MN-DOT certification; or
 - (xi) Carrier fails to satisfy any other material term, covenant or condition of this Agreement, as determined by Medica, DHS or CMS, including without limitation delegated activities and performance requirements, and fails to cure such breach within 30 days following its receipt of written notice describing with specificity the nature of the breach.
- (b) This Agreement may be terminated by Carrier immediately, upon written notice given by Carrier to Medica upon the occurrence of an Event of Default by Medica hereunder. Each of the following constitutes an Event of Default by Medica:
- (i) Continued failure by Medica to make undisputed payments due to Carrier pursuant to this Agreement within 45 days after Carrier's submission of claims for such Transportation Services to Medica; provided that:
 - A. Carrier has provided Medica with all information necessary to process the claim, and
 - B. such obligation does not apply to claims pending by Medica in accordance with applicable laws, regulations, sub-regulatory guidance, or this Agreement;
 - (ii) Revocation of any certification or license of Medica necessary for performance of this Agreement; or
 - (iii) Medica fails to satisfy any other material term, covenant or condition of this Agreement, and fails to cure such breach within 30 days following its receipt of written notice from Carrier describing with specificity the nature of the breach.

9.2.2 Without Cause Termination. This Agreement may be terminated by Medica or Carrier, without cause, by providing the other party written notice of its intent to terminate at least 60 days in advance of the termination date specified in the notice.

9.2.3 Termination for Amendment. This Agreement may be terminated by Carrier in the event of an amendment to this Agreement under Section 11.1.1 by providing 60 days advance written notice to Medica, such notice to be provided not more than 30 days after the date notice of the amendment was provided to Carrier. Such amendment will not take effect during the 60 day termination notice period if Carrier elects to terminate this Agreement. All other amendments will take effect on the respective effective date of such amendment.

9.2.4 Termination Due to Government Act. This Agreement may be terminated by Medica in the event of termination of the contracts between Medica and DHS for the administration of MHCP in accordance with Section 11.13.

Section 9.3 Return of Confidential Information and Property. Within 10 calendar days after the effective date of termination or expiration of this Agreement, Carrier shall either return or, at Medica's

request, destroy and certify destruction of Medica's Confidential Information provided under the terminated or expired Agreement, except where Carrier must retain copies of Confidential Information in order to comply with record retention requirements and/or other legal requirements. To the extent applicable, within 10 calendar days after the effective date of termination or expiration of this Agreement, Carrier shall also destroy and certify destruction of all Medica data, including Medica Confidential Information provided under the terminated or expired Agreement and which is retained on Carrier equipment and media including, but not limited to, printers, photocopiers, storage devices, and servers. Confidential Information retained after termination or expiration of this Agreement is subject to the requirements of Section 11.2. Carrier must promptly return any property that belongs to Medica which was provided under this Agreement at the expiration or termination of this Agreement.

Article 10 Dispute Resolution

Section 10.1 In the event a claim, controversy or dispute (collectively "Dispute") between Medica and Carrier arises out of this Agreement, any party seeking to pursue the Dispute must proceed with the remedies and procedures as defined by Medica. If the remedies and procedures defined by Medica do not address the type of Dispute, timely written notice outlining the Dispute must be supplied by the party seeking to pursue the Dispute. The parties shall attempt in good faith to resolve the Dispute promptly through discussions and negotiations with each other. If the Dispute remains unresolved, either party may initiate litigation of such Dispute.

Nothing in this Agreement will preclude a party from seeking any action necessary to preclude imminent and irreparable harm, including, but not limited to, a temporary restraining order, temporary injunction or other equitable relief for any breach of any duty, obligation, covenant, representation, or warrant set forth in this Agreement.

During the period of time in which the Dispute is under consideration, the parties will proceed diligently with the performance of their duties under the Agreement in a businesslike and efficient manner.

Any and all disputes, controversies or claims involving fraud shall not be deemed to be a Dispute under this Section and; therefore, are exempt from this Section and either party may utilize litigation to resolve such disputes.

Article 11 Miscellaneous

Section 11.1 Amendment. This Agreement may be amended as follows:

11.1.1 Amendment by Medica. Any amendment, other than those amendments described in Sections 11.1.2 and 11.1.3, issued by Medica at least 30 days prior to the effective date of such amendment will be incorporated into this Agreement on the effective date of the amendment; provided, however, that the amendment is not effective prior to the date of termination if Carrier elects to terminate this Agreement as provided in Section 9.2.3;

11.1.2 Mutual Amendment. Notwithstanding Section 11.1.1, this Agreement may be amended without satisfaction of the 30 day notice in the event the parties mutually agree to amend this Agreement effective on another date; and

11.1.3 Regulatory Amendment. Medica may amend this Agreement to comply with applicable laws, regulations, or sub-regulatory guidance. Such amendment will be effective on the

date the applicable law, regulation or sub-regulatory guidance becomes effective. The amendment will not require agreement by Carrier.

Section 11.2 Confidentiality. “Confidential Information” means Medica business proprietary information including without limitation the terms of this Agreement and the amounts paid by Medica to Carrier under this Agreement and all Member information. Medica, Carrier, and Carrier’s employees and Subcontractors will maintain the confidentiality of all information regarding Members in accordance with all applicable state and federal laws and regulations, including without limitation the HIPAA privacy and security regulations referenced in Section 7.2. In addition, except as otherwise required by law or regulation, Carrier will maintain, during the term of this Agreement and thereafter, the confidentiality of Medica Confidential Information and will not use or disclose Medica Confidential Information other than to fulfill the purposes of this Agreement. Carrier may disclose Medica Confidential Information only to those employees and Subcontractors of Carrier who have a need to know of Medica Confidential Information for the purposes of providing services under this Agreement; provided that Carrier must first ensure that such Subcontractors are obligated in writing to comply with duties of confidentiality and non-disclosure that are no less stringent than those set forth in this Agreement. Carrier shall use its best efforts to protect Confidential Information from unauthorized use or disclosure by any person and shall not use or allow any person to use any such information in any way that is detrimental to Medica or that may cause competitive disadvantage to Medica.

Section 11.3 Use of Trade Names, Trademarks, and Service Marks. Carrier agrees that Medica is the exclusive owner of all of Medica’s service marks, trademarks, logos and any marketing materials or other information that Carrier receives from Medica or its representatives. Any use by Carrier of Medica’s service marks, trademarks, logos, marketing materials or other information inures solely and exclusively to the benefit of Medica. Carrier must not use any Medica service mark, trademark or logo in any advertisement or other material unless Carrier first gets Medica’s written permission. Any duplication and/or reprinting by Carrier of Medica-prepared marketing materials or other information will not in any way negate Medica’s copyright interest in those materials or that information. Any use of the Medica name or any other Medica trademark, service marks, logos, marketing material or other information on the Internet is strictly prohibited unless Carrier first gets Medica’s written permission. Any use by Carrier of Medica’s service marks, trademarks, logos, marketing material or other information terminates upon termination or expiration of this Agreement.

Section 11.4 Equal Opportunity. Medica is an affirmative action and equal opportunity employer and is committed to the principles of equal employment opportunity. Medica has assigned responsibility for its affirmative action and equal employment opportunity program to a designated individual and will provide for a reporting and monitoring procedure of Medica’s activities. It is Medica's policy to recruit, hire, train, and promote persons, without regard to race, color, creed, religion, sex, national origin, marital status, familial status, protected veteran status, status with regard to public assistance, disability, sexual orientation, gender identity or age except where such status is a bona fide occupational qualification, and assure that employment decisions and personnel actions such as promotion, compensation, benefits, transfers, layoffs, return from layoff, company-sponsored training, education, tuition assistance, and other programs will be made in accordance with principles of equal employment opportunity. Both parties agree to comply with all applicable local, state and federal affirmative action and equal opportunity orders, ordinances, regulations and statutes. **The parties shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. The parties shall also**

abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

Section 11.5 Assignment. Neither Carrier nor Carrier's officers, directors, partners, owners or stockholders may assign any of Carrier's rights or obligations under this Agreement, except with the prior written consent of Medica. Carrier's assignment of its rights or obligations under this Agreement is prohibited without Medica's written consent under this Section, whether the purported assignment is voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or otherwise. Any purported assignment of Carrier's rights or obligations in violation of this Section 11.5 is null and void. Medica may, without the prior consent of Carrier, assign its rights and obligations under this Agreement to any entity which controls Medica, is controlled by Medica, or is under common control with Medica, or to a corporation or other business entity with which Medica may merge, amalgamate or consolidate. In the event of an assignment, this Agreement is binding upon and will inure to the benefit of each party's successors and assigns.

Section 11.6 Notice of Mergers or Acquisitions. Carrier must provide notice of any transactions whereby Carrier will acquire, be acquired by, be merged with another entity, or incur any other material change in ownership or control at least 125 days in advance of the effective date of such acquisition, merger, or change in ownership or control, or as soon as is reasonably practical. In order for Carrier to continue to provide Transportation Services under this Agreement, Carrier must receive Medica's prior written consent before Carrier enters into such merger, acquisition, or change in ownership or control. If Medica's consent is provided, the acquired entity will remain under its existing Medica contract including the reimbursement provisions until its Medica contract's next renewal date.

Section 11.7 No Waiver of Rights. The failure of any party to insist upon the strict observation or performance of any provision of this Agreement or to exercise any right or remedy will not impair or waive any such right or remedy.

Section 11.8 Notice. All notices required under this Agreement will be in writing and delivered, with delivery deemed effective: (i) if by hand, on the date of delivery; (ii) if by first class mail, postage prepaid and sent to the address set forth at the end of this Agreement unless otherwise indicated, 2 business days after the postmark date; (iii) if by a recognized overnight courier service, on the next business day; or (iv) if by electronic mail, on the date of transmission if properly addressed to the intended recipient. Electronic mail notices to Medica will be addressed to provideroversight@medica.com.

Section 11.9 Entire Agreement. This Agreement, as it may be hereafter amended pursuant to Section 11.1, and any Addenda, Appendices, Exhibits and Attachments constitute the entire agreement between the parties regarding the subject matter contained herein. This Agreement supersedes and replaces any agreement previously entered into between Medica and Carrier relating to the same subject matter and no prior representations or agreements between the parties relating to the same subject matter, oral or written, have any force or effect.

Section 11.10 Governing Law. This Agreement will be construed in accordance with the applicable laws of the State of Minnesota. The parties may only interpret and enforce all matters arising under or relating to this Agreement and all supplemental documents or notices in the state or federal courts in Hennepin County, Minnesota.

Section 11.11 Survival. The provisions of Article 6 (Liability Insurance, Hold Harmless and Indemnification), Section 7.1 (Fraud and Abuse Requirements), Article 8 (Books and Records), Article 10 (Dispute Resolution) and Section 11.2 (Confidentiality) survive termination of the Agreement.

Section 11.12 Severability. Each provision of this Agreement is intended to be severable. If any provision hereof is waived, deemed illegal or invalid for any reason, such waiver, illegality or invalidity does not affect the validity and enforceability of the remainder of this Agreement. The parties agree to negotiate to achieve a comparable provision in the event such provision is deemed illegal or invalid.

Section 11.13 Termination Due to Government Action. The parties agree that the continuation of the Agreement is contingent upon Medica continuing to offer MHCP pursuant to the contract between Medica and DHS (“DHS Contract”). Should Medica cease to offer a MHCP covered under this Agreement, this Agreement will no longer apply to the MHCP being terminated. Should Medica terminate (and not replace) DHS Contracts for all MHCP covered under this Agreement, Medica may terminate this Agreement effective as of the effective date of the termination of the DHS Contracts. Additionally, Medica shall be entitled to remove the applicable population served by the Agreement who are Members under dual eligible Medicare Advantage Special Needs Plan products, if the dual eligible Medicare Advantage Special Needs Plan contract between CMS and Medica is terminated or non-renewed, and the related dual eligible contract between DHS and Medica is terminated, unless CMS and DHS agree to the contrary. Such termination shall be carried out in accordance with the termination requirements stated in 42 CFR§ § 422.506 and 422.512.

IN WITNESS WHEREOF, duly authorized representatives of the parties have caused this Agreement to be executed.

Becker County dba Becker County Human Services

712 Minnesota Ave
Detroit Lakes, MN 56501

Federal Tax I.D. Number: 41-6005754

Medica Health Plans

P.O. Box 9310, CP340
Minneapolis, MN 55440-9310
Or
401 Carlson Parkway, CP340
Minnetonka, MN 55305

By: _____
[Print Name]

By: _____
Thomas Lindquist

Signature: _____

Signature: _____

Title: _____

Title: SVP, Chief Markets Officer

Date: _____

Date: _____

APPENDIX A
PAYMENT FOR MEDICA NON-EMERGENCY
MEDICAL TRANSPORTATION (NEMT)

Provider will participate in each of the products identified in this Appendix A and in each additional product developed by Medica for which: (a) Medica has selected Carrier as a Participating Provider; and (b) the method of reimbursement is substantially similar to that described in this Appendix A (collectively, the “Medica Products”).

Section 1.1 Medica Government Products. Medica Minnesota Health Care Programs Products (MHCP), listed below as items (a) through (f), are a subset of Medica Government Products to the extent Medica enters into a DHS Contract for such products. This Appendix A is applicable for Medica NEMT rendered to a Member covered under one of the following:

- (a) Medica Choice Care (MSC+)
- (b) Medica Accessibility Solution (SNBC)
- (c) Medica AccessAbility Solution Enhanced (I-SNBC)
- (d) Medica DUAL Solution (MSHO)
- (e) Medica Choice Care PMAP (Families and Children)
- (f) Medica MinnesotaCare
- (g) Medica Advantage (PPO) - MMAM

Section 1.2 Protocols. In addition to following Medica protocols set forth in the Administrative Requirements, Carrier will comply with the following protocols of Medica.

- (a) As specified in Medica’s Administrative Requirements, which can be accessed at www.medica.com, Carrier must comply with the Minnesota Department of Transportation (“MN-DOT”) requirements. If MN-DOT determines that a driver performing NEMT services under the Agreement (or a vehicle used in the performance of Transportation Services under the Agreement) does not meet certification requirements, Carrier must immediately remove the driver and/or vehicle from service.
- (b) Upon suspension or termination of Carrier’s certification, the Agreement will be immediately suspended or terminated, at Medica’s sole discretion. Reinstatement of the Agreement will be dependent on Carrier’s Common Carrier Transportation Services re-certification by MN/DOT. Upon suspension or termination of MN-DOT certification or any other license or certification required by the Agreement, Carrier will promptly notify Medica in writing of learning of such suspension or termination. As a result of any such suspension or termination, Medica may immediately exercise its right to terminate the Agreement pursuant to Section 9.2.1 of the Agreement, with no further opportunity to cure.
- (c) Carrier shall comply with Medica’s transportation protocols in accordance with the Non-Emergency Medical Transportation Provider Operations Manual within the Administrative Requirements, including without limitation:
 - i. Following approved billing procedures of Medica;
 - ii. Obtaining Certificate of Need (CON) as a prior authorization for Special Transportation Services. Prior authorization is not a guarantee of payment;
 - iii. Providing up to 48 one-way or 24 round-trip rides annually to locations approved by Medica
 - iv. Adding service areas or maximum allowable distance of up to 60 miles one-way.

Section 1.3 Medica Non-Emergency Medical Transportation (NEMT) Fee Schedule.

Code	Mode	Description	Fee Max
A0100	Unassisted Pick-Up Rate	Member who is able to get to and from the vehicle without assistance from the driver (Curb to Curb).	\$14.00
A0080	Unassisted Mileage Rate	Member who is able to get to and from the vehicle without assistance from the driver (Curb to Curb).	\$1.75
T2003	Assisted Pick-Up Rate	Member who needs assistance from the driver to get to and from the vehicle (Door to Door / Door through Door).	\$16.00
S0215	Assisted Mileage Rate	Member who needs assistance from the driver to get to and from the vehicle (Door to Door / Door through Door).	\$1.85
A0130	Wheelchair Pick-Up Rate	Member who is dependent on a device and requires a driver with a vehicle containing a lift or ramp.	\$23.50
S0209	Wheelchair Mileage Rate	Member who is dependent on a device and requires a driver with a vehicle containing a lift or ramp.	\$2.10
T2005	Stretcher Pick-Up Rate	Member requires to be transported laying down.	\$62.00
T2049	Stretcher Mileage Rate	Member requires to be transported laying down.	\$2.50
T2001	Stretcher Attendant/Escort Rate	Member requires someone to travel with them.	\$11.75
T2007	Wait Time	The first hour of wait time is not paid . The hour starts from the time the member is dropped off. After one hour of wait time every 30 minutes equals to one unit. This applies to regional providers outside the 7 county metro area (Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington) and for the metro providers who provide rides outside the metro area.	\$10.00
No-Show	No-Show	When member does not come out to vehicle at the time of pick-up. Driver must wait 15 minutes before marking it as a member no-show. Only applies to one-way ride (originating pick-up or the return). Submit claim using a 52 modifier along with the pick-up and mileage codes. This applies to regional providers outside the 7 county metro area (Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington) and for metro providers who provide rides outside the metro area.	
TP Modifier	Un-Loaded Miles (Dead head)	When member is not in the vehicle. Applies to pick-up and return: <ul style="list-style-type: none"> 0-15 miles no payment (one-way) 16-50 miles un-loaded miles applies (one-way) 51 miles and up must be approved (one-way) Submit claim using TP modifier with mileage code. This applies to regional providers outside the 7 county metro area (Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington) and for metro providers who provide rides outside the metro area.	

Section 1.4 Provider Taxes

When applicable, amounts paid by Medica to Carrier as reimbursement for NEMT are inclusive of all taxes imposed on Carrier's receipt of such reimbursement amounts, including taxes for which Carrier has authority to transfer the additional tax-related expense to a third party, such as the gross revenues tax imposed on providers pursuant to Minnesota Statutes, Chapter 295. In the event legislative or regulatory action determines that any such tax does not apply to such reimbursement, reimbursements to Carrier will exclude any payment for the tax, and Medica may recover from Carrier all amounts paid to Carrier attributable to such tax. In the event legislative or regulatory action increases or decreases the amount of such tax, reimbursements to Carrier will be increased according to applicable law or may be decreased to reflect such change.

Section 1.5 Quarterly Fuel Adjustment Rate.

Effective the first day of each calendar quarter in which the price of gasoline as posted publicly by the United States Energy Information Administration exceeds \$3.00 per gallon, the commissioner shall adjust the rate paid per mile for services provided under Minnesota Statutes §256B.0625, Subd. 17(p) and §256B.0625, Subd. 17a(2) by one percent up or down for every increase or decrease of ten cents for the price of gasoline. The increase or decrease must be calculated using a base gasoline price of \$3.00. The percentage increase or decrease will be calculated using the average of the most recently available price of all grades of gasoline for Minnesota as posted publicly by the United States Energy Information Administration.

When a fuel adjustment rate is required, you will be notified by email. If federal approval is not received for continuation of this quarterly fuel adjustment rate, this Section 1.5 will expire.

APPENDIX B BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM (“Addendum”) supplements and is made part of the Non-Emergency Medical Transportation Services Agreement (“Underlying Agreement”) between Medica Health Plans (“Medica”) and Becker County dba Becker County Human Services (“Business Associate”). This Addendum is between Medica and Business Associate and is effective as of the Underlying Agreement’s effective date (“Effective Date”).

RECITALS

- A. Business Associate will receive certain information from Medica, or from others on behalf of Medica, or will create, maintain, or transmit certain information on behalf of Medica, some of which may constitute Protected Health Information (“PHI”) as defined in 45 C.F.R. § 160.103.
- B. Medica and Business Associate intend to protect the privacy and provide for the security of PHI. This Addendum addresses the Business Associate requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160 and 164), as may be modified or amended from time to time (“HIPAA”) and other applicable laws.
- C. HIPAA requires Medica to enter into a written contract containing specific requirements with Business Associate prior to the disclosure of PHI as set forth in, but not limited to, 45 C.F.R. §§ 164.502(e) and 164.504(e) and contained in this Addendum.

NOW THEREFORE, the parties agree as follows:

1. Definitions.

Capitalized terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in 45 C.F.R. Part 160 and Part 164, and 42 U.S.C. § 17921, as may be modified or amended from time to time.

2. Obligations and Activities of Business Associate.

- (a) Business Associate agrees to restrict its use and disclosure of PHI solely for the purpose of performing Business Associate’s obligations under the Underlying Agreement and as otherwise permitted or required by this Addendum or as Required By Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by the Underlying Agreement and this Addendum.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.

- (d) Business Associate agrees to report to Medica any use or disclosure of PHI not provided for by this Addendum of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, within 5 business days of the discovery of the use or disclosure.
- (e) Business Associate agrees, prior to disclosure of PHI to any Subcontractor, to require the Subcontractor to agree in writing to the same terms and restrictions that apply to Business Associate with respect to such PHI.
- (f) Business Associate agrees to provide access, at the request of Medica, and in the time and manner determined by Medica, to PHI in a Designated Record Set, to Medica, or as directed by Medica, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. In the event an Individual requests a copy of PHI maintained electronically in one or more Designated Record Sets, Business Associate agrees to provide access, at the request of Medica, and in the time and manner determined by Medica, to such PHI, to Medica, or as directed by Medica, to the Individual in the electronic form and format requested by the Individual if readily producible or, if not readily producible, in a readable electronic form and format as agreed to by the Individual.
- (g) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set pursuant to 45 C.F.R. § 164.526 at the request of Medica, within 10 business days after request by Medica.
- (h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI created, received, maintained, or transmitted by Business Associate on behalf of Medica, available to the Secretary, as designated by the Secretary, for purposes of the Secretary determining compliance with HIPAA. If requested by Medica, Business Associate agrees to make such information available to Medica within 10 business days after request by Medica.
- (i) Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Medica to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (j) Business Associate shall promptly notify Medica upon receipt of a request by an Individual for an accounting of disclosures of PHI. Business Associate shall, within ten (10) business days and as directed by Medica, either provide an accounting of disclosures to an Individual requesting an accounting, or provide Medica with information documented in accordance with Section 2(i) of this Addendum to permit Medica to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Business Associate shall provide an accounting of disclosures in accordance with this section and as required by 42 U.S.C. § 17935 if PHI is contained in an Electronic Health Record.
- (k) Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created, received, maintained, or transmitted by Business Associate on behalf of Medica, available to Medica, for auditing purposes within 10 business days of receipt of written notice from Medica.

- (l) Business Associate will, to the extent Business Associate is to carry out a Medica obligation under the privacy regulations, comply with any and all privacy regulations that apply to Medica in the performance of such obligation.
- (m) Business Associate will, following the discovery of a Breach of Unsecured Protected Health Information, notify Medica of the existence of the Breach within 5 business days. Business Associate shall without unreasonable delay, but in no event more than 30 calendar days after discovery of the Breach, provide Medica with the following documentation:
 - (i) A brief description of the Breach, including the date of the Breach and date of discovery of the Breach;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved;
 - (iii) A description of what Business Associate is doing to investigate the Breach, to mitigate losses and to protect against further Breaches; and
 - (iv) To the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach.
- (n) Business Associate shall limit its requests for, and its uses and disclosures of, PHI to the “minimum necessary” amount of PHI consistent with Medica’s minimum necessary policies and procedures.

3. Prohibited Remuneration.

- (a) Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI except as provided in 42 U.S.C. § 17935(d).
- (b) Business Associate shall not directly or indirectly receive remuneration in exchange for a marketing communication, as defined in 45 C.F.R. § 164.501 except as permitted under 42 U.S.C. § 17936(a).

4. Permitted Uses and Disclosures by Business Associate – General Use and Disclosure Provision.

Except as otherwise limited in this Addendum, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Medica as specified in the Underlying Agreement, provided that such use or disclosure would not violate HIPAA if done by Medica and is in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) and the privacy requirements referenced in HIPAA.

5. Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Addendum, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

- (b) Except as otherwise limited in this Addendum, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that such disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that such PHI will remain confidential and be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.
- (c) Except as otherwise limited in this Addendum, Business Associate may use PHI to provide Data Aggregation services to Medica as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (d) Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

6. Security Regulations.

- 6.1 Applicability. This Section 6 applies only if, and to the extent that, PHI is created, received, maintained, or transmitted by Business Associate in electronic format (“e-PHI”). This Section 6 will govern the terms and conditions under which e-PHI is created, received, maintained, and transmitted.
- 6.2 Security Requirements - Security Implementation by Business Associate. Business Associate agrees to comply with the security regulations and to:
 - (a) Implement administrative, physical, and technical safeguards as set forth in 45 C.F.R. §§ 164.308, 164.310 and 164.312 that reasonably and appropriately protect the confidentiality, integrity and availability of the e-PHI that Business Associate creates, receives, maintains, or transmits on behalf of Medica;
 - (b) Implement reasonable and appropriate policies and procedures as required by 45 C.F.R. § 164.316;
 - (c) Prior to disclosing e-PHI to any Subcontractor, ensure that any Subcontractor to whom Business Associate provides e-PHI agrees in writing to implement reasonable and appropriate safeguards to protect it;
 - (d) Report to Medica, within 5 business days after discovery, any Security Incident of which Business Associate becomes aware; and
 - (e) Authorize termination of this Addendum and the Underlying Agreement if Medica determines that Business Associate has violated a material term of this Addendum.

7. Obligations of Medica - Provisions for Medica to Inform Business Associate of Privacy Practices and Restrictions.

- (a) Medica shall make available on its web site the notice of privacy practices that Medica produces in accordance with 45 C.F.R. § 164.520, as well as any material changes to the notice.
- (b) Medica shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's permitted or required uses and disclosures.
- (c) Medica shall notify Business Associate of any restriction to the use or disclosure of PHI that Medica has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

8. Permissible Requests by Medica.

Medica shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Medica. An exception shall be if Business Associate will use or disclose PHI for Data Aggregation or management and administrative activities of Business Associate.

9. Term and Termination.

- (a) The term of this Addendum shall be effective as of its Effective Date and shall terminate upon the earlier of termination of the Underlying Agreement or as provided in this Section 9, subject to Section 11(c).
- (b) Upon Medica's knowledge of a material breach by Business Associate, Medica may immediately terminate this Addendum and immediately terminate the Underlying Agreement. Medica, in its sole discretion, may provide Business Associate an opportunity to cure the breach within the time specified by Medica. This provision shall be in addition to and shall not limit any rights of termination set forth in the Underlying Agreement.
- (c) Effect of Termination.
 - (1) Except as provided in Section 9(c)(2) of this Addendum, upon termination of this Addendum, for any reason, Business Associate shall return or destroy, at Medica's direction, all PHI received from Medica, or created, received, maintained, or transmitted by Business Associate on behalf of Medica. This section shall apply to PHI that is in the possession of Subcontractors of Business Associate. Neither Business Associate, nor its Subcontractors, shall retain any copies of the PHI.
 - (2) In the event that Business Associate determines that returning or destroying PHI is infeasible, Business Associate shall provide to Medica notification of the conditions that make return or destruction infeasible. Upon the reasonable judgment of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and, notwithstanding other permitted uses and disclosures set forth in this Addendum, Business Associate will limit further uses and disclosures of such PHI solely for those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

10. Indemnification.

- (a) Business Associate shall be responsible for any reasonable costs associated with responding to and mitigating any Security Incident, Breach of Unsecured PHI or unauthorized use or disclosure of PHI as a result of the action or omission of Business Associate or its Subcontractors including but not limited to, mailing costs, personnel costs, attorneys' fees, credit monitoring costs and other related expenses and costs. At Medica's sole discretion, mitigation may include credit monitoring or protection services for affected individuals for a reasonable length of time.
- (b) Business Associate shall indemnify, defend, and hold Medica harmless against any and all claims, damages, losses, judgments, costs and expenses (including attorneys' fees) arising out of Business Associate's material breach of this Addendum.

11. Miscellaneous.

- (a) A reference in this Addendum to a section in HIPAA means the section as in effect or as amended.
- (b) The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Medica to comply with the requirements of HIPAA and other applicable laws relating to the security or confidentiality of PHI. Medica may terminate this Addendum and the Underlying Agreement upon 30 days written notice in the event that Business Associate does not promptly enter into negotiations to amend this Addendum when requested by Medica pursuant to this Section 11(b) or Business Associate does not enter into an amendment to this Addendum providing assurances regarding the safeguarding of PHI that Medica, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and other applicable laws. This provision shall be in addition to and shall not limit any rights of termination set forth in the Underlying Agreement.
- (c) The respective rights and obligations of Medica and Business Associate under Section 9(c) and Section 10 of this Addendum shall survive the termination of this Addendum.
- (d) Any ambiguity in this Addendum shall be resolved to permit Medica to comply with HIPAA and other applicable laws.
- (e) Nothing express or implied in this Addendum is intended to confer upon any person, other than the parties hereto, any rights, remedies, obligations, or liabilities whatsoever.
- (f) In the event of any conflict or inconsistency between the provisions of this Addendum and the provisions of any other agreement between the parties, the provisions of this Addendum shall control.

BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION 05-24-2J
Public Land Survey System (PLSS) Grant Acceptance

WHEREAS, The Becker County Land Use Department in conjunction with the Becker County Surveyor has an the opportunity to request funding from the Legislative-Citizen Commission on Minnesota Resources (LCCMR) for the project titled "PLLS Remonumentation Becker County Phase 1" or "2024-003-01" up to the amount of \$300,000 in the Environment and Natural Resources Trust Fund (ENTRF); and

WHEREAS, The Becker County Surveyor and the Becker County Land Use, Auditors, and Recorders Offices have reviewed the funding request and the "Duties of a Fiscal Agent" document provided by the State and is fully aware of the work that will occur if funded, the project timeline, and the project budget.

NOW THEREFORE BE IT RESOLVED, The Board of County Commissioners of Becker County, Minnesota, authorizes the Becker County Land Use Department in conjunction with the Becker County Surveyor to accept up to \$300,000 for grant funding from the Environment and Natural Resources Trust Fund (ENTRF) funding from the Legislative-Citizen Commission on Minnesota Resources (LCCMR):

FURTHER RESOLVED, That the Becker County Board authorizes Becker County to act as the fiscal agent for the funding awarded for the "PLLS Remonumentation Becker County — Phase 1" or "2024-003-01" project and will comply with all terms as stated in the fiscal agent agreement.

Duly adopted this 21st 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)

County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held May 21, 2024, as recorded in the record of proceedings.

Carrie Smith
Interim County Administrator

Sent: Thursday, May 2, 2024 1:59 PM

To: Carrie Smith <carrie.smith@co.becker.mn.us>

Subject: [EXTERNAL]Pelican River Watershed District openings

Carrie Smith
Interim County Administrator

I would like to express interest in serving as a board member on the Pelican River Watershed District. I understand that there are two opening that will be considered by the Becker County Board at their May 21 meeting. I know Charlie Jasken who is a neighbor and current member of the Watershed Board. I have talked with Charlie about his position and if Charlie is interested in stepping down I would be interested in being considered for his position. If Charlie is going to continue and the County Board wishes to reappoint him I would be interested in being considered for future openings. I would be interested in being appointed to Orrin Okeson's position if he is not going to reapply. Having that farm operator experience on the watershed board is extremely beneficial and I hope Orrin continues on the watershed board. I am not a farmer and never have been but my son-in-law does farm and one of my sons was a farm hand for over 20 years and I have helped out when needed. I have worked with farmers most my life in various roles including my working career and I understand and have always appreciated their concerns and interests.

I feel I am pretty uniquely qualified for these openings. I attended the University of Minnesota with a B.S. degree in Natural Resource Management and a Masters degree in hydrology through the College of Forestry. I was a Research Scientist working on watershed monitoring, I was an Area Hydrologist with the MDNR for 12 years stationed in Marshall, MN. For the MDNR I worked very closely with numerous watershed districts in southwest Minnesota. I moved to Detroit Lakes in 1991 and was hired to be the Regional Director of the MPCA office here. I served in that position until 2003 when I transferred to MPCA Central Office in St. Paul to manage several remediation/cleanup programs. I retired from the State of Minnesota in 2013 after 36 years of service.

When I retired from state service in 2013 my wife and I moved back to Detroit Lakes where our three grown children and four grand children live. I was hired by the Red River Basin Commission and was the Executive Director until 2017. I was previously on the RRBC as a State of Minnesota member representing water quality interests on this three state and one province international board from when they were formed in 1997 until I moved to St. Paul in 2003.

I have a wealth of experience in watershed management and still have many connections in the water arena in Minnesota. I have always enjoyed working with the Pelican River Watershed District since I moved up here in 1991. Their work in trying to maintain and hopefully improve the water quality of the watershed district is something I would like to help out with. Please let me know if I can provide any detail of my experiences or if anyone has any questions I can answer about me.

Jeff Lewis, retired
Hydrologist/Watershed Management
28122 Cozy Cove Road
Detroit Lakes, MN
218-849-7761

5/10/2024

Richard "Dick Lee
286 Shorewood Drive
Detroit Lakes, MN 56501

I am interested in being appointed to the Board of Managers of the Pelican River Watershed District.

Born 4/06/1956

Moorhead High School Graduate

Employment

1975-2005, Northern Grain Company, a Grain Elevator and Fertilizer Complex located 2 miles east of Dilworth on Highway 10. I held many positions including Manager/President and a 20% owner. We sold the company in 2005

2006-2007, Ag-Chem, Sales Rep. Ag-Chem transitioned from a direct sales force to a dealer network which included Butler Machinery

2007-2023, Butler Machinery Company, Ag Sales Rep. Retired 2023

2022-present, Partner, Lake Neighbors Properties LLC, building large storage units, Toy Store 34 Condos, just east of Detroit Lakes on Hwy 34

My wife Carol and I have owned our lake property since 1998, we move to Detroit Lakes full time in January 2016. We have been coming to Detroit Lakes since the late 1970's.

Carol works as a CRNA at Essentia in Detroit Lakes.

We have two grown boys and three grandchildren.

Carol and I are involved in the Lake Detroiters Association, St Mary's Foundation, Project 412, and the Cullen Children's Foundation.

I believe I would bring a new and fresh voice of reason to the Board.

Thank you

Richard T Lee
richardlee4656@gmail.com
701-238-1080

Raymond Reading

Seeking a position to serve on the Pelican River Watershed District board

1030 Village Lane
Detroit Lakes, MN 56501
(218) 790-1468
raymond@rchhomes.com

WORK EXPERIENCE

RCH Custom Homes, Detroit Lakes — Owner

2010- PRESENT

RCH Home & Design, Detroit Lakes — Owner

2010- PRESENT

Counselor Realty, Detroit Lakes — Owner/Broker Associate

2005 - PRESENT

Agassiz Land Management, Detroit Lakes Owner/President

2002 - PRESENT

Land Development and Construction Stormwater Manager, Certified Erosion Control Specialist and Installer, Certified Stormwater Pollution Prevention Planner (SWPPP), Certified Construction Site Manager and Record Keeper, Certified Professional in Erosion and Sediment Control

USDA/Natural Resources Conservation Services (NRCS), District Conservationist/Glacial Ridge Project Manager

1995 - 2002

Becker, Marshall, East Polk, West Polk & Norman Counties
Worked with the Watershed Districts for each County I managed.
Implemented and Managed different Federal Conservation Programs.
Started and Managed the Largest Grassland and Wetland Restoration Project in the United States (Glacial Ridge)

The Nature Conservancy, Glyndon— Preserve Management Assistant

1994

Monitored Threatened and Endangered Species, assisted with the management of TNC's preserves. Implemented Prairie Management Techniques

Boards I Served On

Lakes Region Home
Builders Association

Minnesota Prairie
Chicken Society

Food Agriculture
Committee (FAC)

Boards I have Worked with and reported to

Soil and Water
Conservation District
Boards – Becker,
Marshall, West Polk, East
Polk, Norman County

Watershed Districts –
Pelican River, Snake
River, Red Lake, Wild
Rice, Sand Hill River

Awards

Conservationist of the
Year by THE NATURE
CONSERVANCY

Letter Of
Commendation - NRCS

Performance Bonus
Award - NRCS

Incentive Award WRP
Program - NRCS

EDUCATION

University of Minnesota Crookston — *B.S., Natural Resource Management*

1994

PROFESSIONAL TRAINING

Conservation Planning, Nutrient Management Water Erosion Equation
Wind Erosion Equation, Conservation Application,

Crop Residue Management, Grassed Waterway Design Level 1 & 2

Land Use Planning, Integrated Resource Management

Surveying 1, Supervision and Leadership

Civil Rights Compliance, Waterway Training

Wetland Restoration/Development/Enhance

Wetland Plant ID, Supervising for Excellence

Managing For Excellence, Soil Bioengineering

Water Quality Training, Wetland Delineation

Hydrology Engineering Field, Hydrology Minnesota

Hydrology Techniques for Est, Streambank Protection Design

Water & Sediment Control Basins, Fluvial Geomorphology

SM-1 Engineering Soil Classification, Stormwater Management Installer

Stormwater Construction Site Management,

Design of Construction SWPPP

Certified Professional in Erosion and Sediment Control

Current Licenses

Best Management erosion control Installer

Erosion Control Site Management

Storm Water Pollution Prevention Plan (SWPPP) Designer

Licensed General Contractor

Licensed Realtor Assoc/Broker

May 15, 2024

Becker County Commissioners
Becker County Courthouse
Detroit Lakes, MN 56501

**RE: Appointment to the Pelican River Watershed District Board of Managers – Position 5
(Campbell Creek)**

Becker County Commissioners:

I am expressing my interest to continue serving on the Pelican River Watershed District Board of Managers. I represent the farming community in the northern part of the District (Campbell Creek area).

The District is currently updating its Water Management Rules and my past experience and knowledge is a benefit to our constituents and the mission of the District.

The Campbell Creek Area is a high priority focus for the District and we received a MPCA 319 grant (\$1,000,000) and have recently finalized the workplan which will address sediment impairments on the creek and to North Floyd Lake.

Thank you for the past opportunity to serve on the Board and would appreciate your consideration to appoint me for another term on the Board of Managers.

Sincerely,



Orrin Okeson

24360 County Road 113
Detroit Lakes, MN 56501
(218) 850-1010 (cell)

-----Original Message-----

From: Charles Jasken <jasken7@gmail.com>

Sent: Wednesday, May 15, 2024 1:35 PM

To: Carrie Smith <carrie.smith@co.becker.mn.us>

Subject: [EXTERNAL]Pelican Watershed Board re-appointment

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.

Hello, Please advise the Becker County Board that I, Charles Jasken, is seeking re-appointment to the Pelican River Watershed District as a board manager. Having completed my first 3 year term, it is my intention to seek another term of 3 years.

Respectfully,

Charles Jasken



TO: BECKER COUNTY BOARD OF COMMISSIONERS AND DETROIT LAKES CITY COUNCIL

FROM: KELCEY KLEMM, CITY ADMINISTRATOR

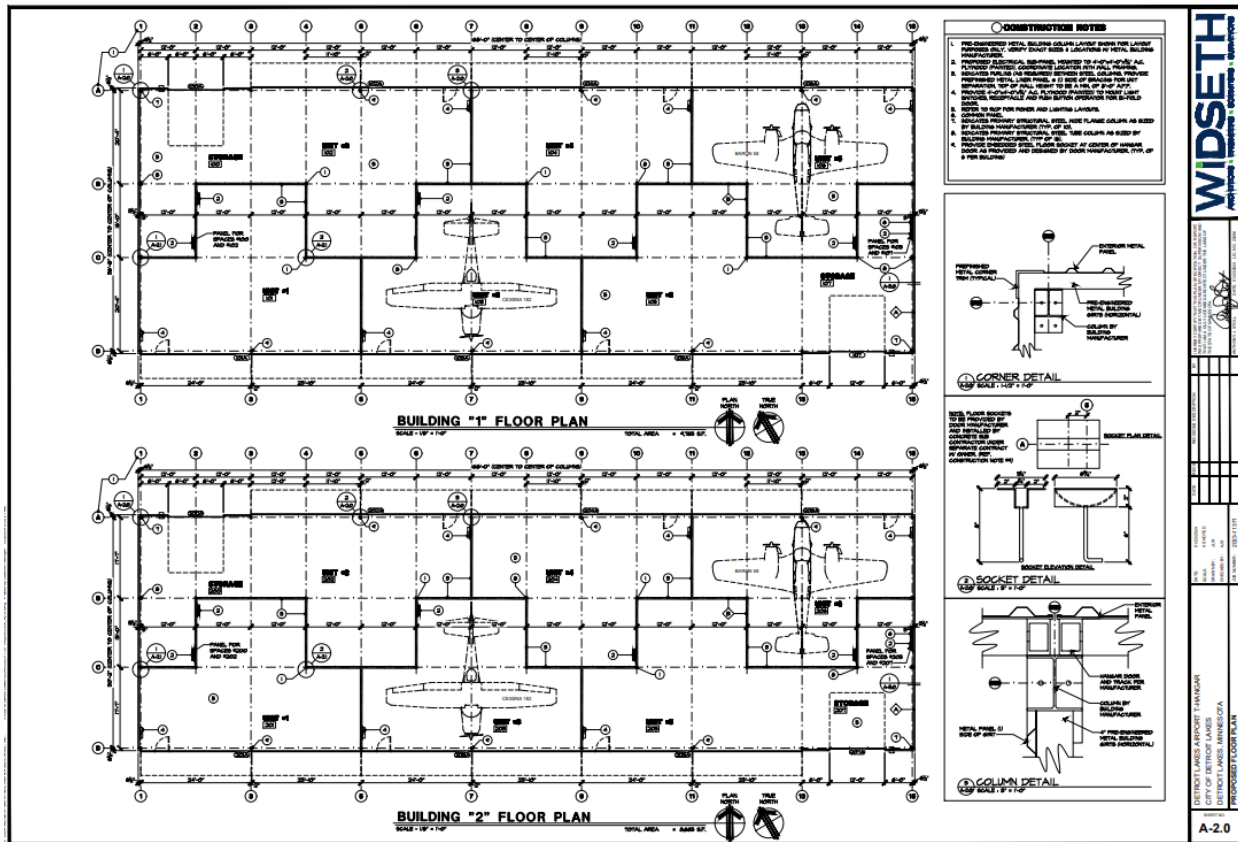
SUBJECT: AIRPORT T-HANGAR PROJECT

DATE: FEBRUARY 26, 2024

Background

Last year's 2023 Airport Improvement Program grant (that utilized both AIP and AIG/BIL funding) included razing the old block T-hangar, extension of the existing taxilanes (D2, D3, and D4), and site prep for two new 6-unit T-hangars. This portion of the project began last year and will be completed during the 2024 construction season. The next part of the hangar project is the actual bidding and construction of the two new 6-unit T-hangars.

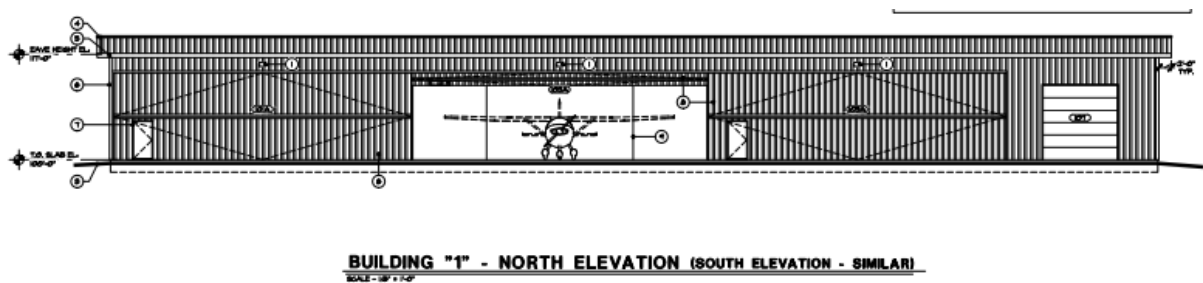




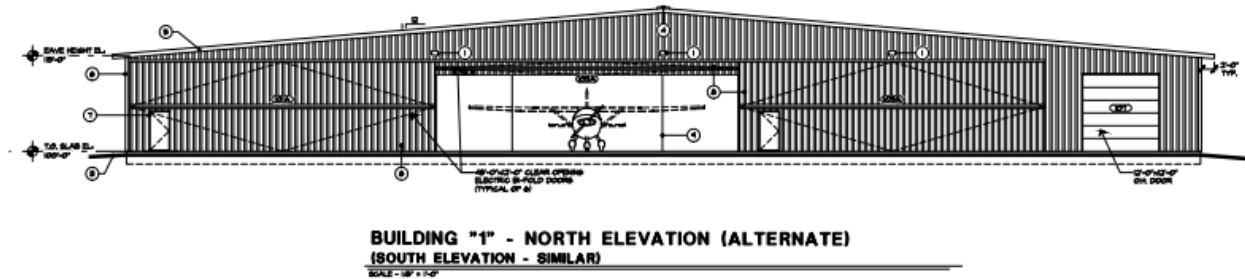
Bid Results

Bids for the construction of the two new T-hangars were received on February 20th. Four bids were received with the low bidder being Nor-Son Construction with a base bid of \$984,047.00 (see attached bid tab for full results). Nor-Son was also the low bidder when factoring Alternate A that includes a redesign of the roof structure to direct runoff from the roof to the short ends of the building instead of in front of the overhead doors. Nor-Son's alternate bid was at a cost of \$120,800, for a total construction bid of \$1,104,847.

Base Bid Roof Design



Alternate Bid Roof Design



Project Funding

The hangar itself is not eligible for any grant funding. The concrete slab, however, is eligible for a State MnDOT Aeronautics Grant. The cost of the concrete slab is \$263,493.28, as submitted by Hough Inc. The concrete work would be eligible for a 70% grant in the amount of \$184,446. While the grant award and paperwork has yet to be received, it is expected to receive funding. The overall hangar construction budget is as follows:

Construction Budget			
Design - Widseth original	\$	17,200.00	
Design - Widseth structural & extra	\$	6,000.00	
Subtotal Design		\$	23,200.00
Nor-Son Construction Bid	\$	984,047.00	
Nor-Son Alternate Bid	\$	120,800.00	
Hough Concrete Bid	\$	263,493.28	
Subtotal Construction		\$	1,368,340.28
Project Subtotal			\$ 1,391,540.28
Construction contingency 7%			\$ 68,883.29
MnDOT grant			\$ (184,446.00)
Total Project Estimate			\$ 1,275,977.57

The cost of the improvements would be financed through a local loan placement, roughly totaling \$1,300,000. The projected interest rate is between 4-5%. Estimating on the high end, a five percent interest rate would result in a monthly loan payment of approximately \$13,788, or \$165,462 annually. All of the existing Airport hangars are paid off (with the exception of the Life Link hangar) and revenue from the existing hangars generated \$166,932 in 2023. The revenue from the existing hangars and the revenue from the 12 new hangars is expected to cover the debt service payment on the new hangars.

Recommendation

The recommendation of the Airport Commission is to award the bid to Nor-Son for both the base bid and the alternate. The existing Detroit Lakes – Becker County Airport Joint Powers Agreement does not authorize the Airport Commission to issue debt. Therefore, the County and City will need

to approve resolutions authorizing the financing of the T-hangar project. Resolutions authorizing the project and its financing will be presented to both the County Board and City Council.

The hangars are anticipated to be constructed later this construction season, with completion in November.

Attachment: DTL T-Hangar Bid Tab

WIDSETH

Detroit Lakes Airport T-Hangar

Detroit Lakes, Minnesota

BID TABULATION - GENERAL CONTRACTORS

Bid Date: 2/20/24

Bid Time: 2:00 PM

GENERAL CONTRACTORS	SIGNED STATEMENT	BID BOND	ADDENDUM #1	ADDENDUM #2	ADDENDUM #3	ADDENDUM #4	ADDENDUM #5	Labor	Material	TOTAL BASE BID	COST ALT. NO. A-1	UNIT PRICE NO. A-1	Completion Date
											Roof Framing (ADD/DUCT)	Duplex Receptacle (each) (ADD)	
Baratto Brothers / Otter Electric	X	X	X	X	X	X	X	\$372,704.00	\$769,741.00	\$1,142,445.00	L: \$0.00	\$175.00	11/29/2024
	M: \$108,975.00												
Bristlin Construction / Otter Electric	X	X	X	X	X	X	X	\$252,539.00	\$738,618.00	\$991,157.00	L: \$19,047.00	\$125.00	11/29/2024
	M: \$107,945.00												
Pro Contractors / Maistrom Electric	X	X	X	X	X	X	X	\$425,000.00	\$951,000.00	\$1,376,000.00	L: \$9,000.00	\$470.00	11/29/2024
	M: \$112,000.00												
Nor-Son Construction / Otter Electric	X	X	X	X	X	X	X	\$224,409.00	\$759,638.00	\$984,047.00	L: \$25,000.00	\$125.00	11/29/2024
	M: \$98,500.00												

Extract of Minutes of Meeting
of the Board of Commissioners of
Becker County, Minnesota

Pursuant to due call and notice thereof a regular meeting of the Board of Commissioners of Becker County, Minnesota, was held in the Board Room at the Becker County Courthouse, 913 Lake Ave. in the City of Detroit Lakes, Minnesota on Tuesday, May 21, 2024, commencing at 8:15 A.M.

The following commissioners were present:

and the following were absent:

Commissioner _____ introduced the following resolution awarding the sale of the County's Taxable General Obligation Municipal Airport Revenue Bond, Series 2024A, in the aggregate principal amount of \$[PAR], and moved its adoption:

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 05-24-2F

RESOLUTION CONCURRING WITH THE PROPOSED ISSUANCE AND SALE OF TAXABLE GENERAL OBLIGATION MUNICIPAL AIRPORT REVENUE BONDS, SERIES 2024A BY THE CITY OF DETROIT LAKES, MINNESOTA; AUTHORIZING THE ISSUANCE OF A TAXABLE GENERAL OBLIGATION MUNICIPAL AIRPORT REVENUE BOND, SERIES 2024A BY BECKER COUNTY, MINNESOTA TO THE CITY OF DETROIT LAKES, MINNESOTA AND FIXING ITS FORM AND SPECIFICATIONS, DIRECTING ITS EXECUTION AND DELIVERY, AND PROVIDING FOR ITS PAYMENT; AND APPROVING FORMS OF DOCUMENTS IN CONNECTION WITH THEREWITH

WHEREAS, the Detroit Lakes/Becker County Airport Commission (the “Commission”), a joint powers entity established pursuant to Minnesota Statutes, Chapter 360, as amended (the “Act”), under a joint agreement, dated October 1, 1969 (the “JPA”) between Becker County, Minnesota, a county and political subdivision of the State of Minnesota (the “County” or “Becker County”), and the City of Detroit Lakes, Minnesota, a home rule charter city, municipal corporation and political subdivision of the State of Minnesota (the “City”), consisting of two members, the County and the City, has incurred or expects to incur certain expenditures with respect to capital improvements to the Detroit Lakes/Becker County Airport located in Detroit Lakes, Minnesota (the “Airport”), including a concrete slab and two 6-unit T-hangars (the “Project”).

WHEREAS, pursuant to the JPA, the County and the City each own 50% of the Airport, and each is obligated to contribute equally to the cost of operating the Airport as well as capital costs of improvements and development of the Airport.

WHEREAS, pursuant to the authority conferred by Section 360.036 of the Act, the cost of investigating, surveying, planning, acquiring, establishing, constructing, enlarging, or improving or equipping airports and other air navigation facilities, and the sites therefor, including structures and other property incidental to their operation, in accordance with the provisions of sections 360.011 to 360.076 of the Act, may be paid for by appropriation of money available therefor, or wholly or partly from the proceeds of bonds of the municipality (as defined in Section 360.031 of the Act) as the governing body of the municipality shall determine.

WHEREAS, pursuant to Section 360.036, subdivision 2(b) of the Act, bonds to finance airport improvements may be issued without an election if the Commission recommends by resolution adopted by a vote of not less than 60 percent of its members the issuance of the bonds, and the bonds are authorized by a resolution of the governing body of each of the City and the County, acting jointly pursuant to Section 360.042 of the Act, adopted by a vote of not less than 60 percent of its respective members.

WHEREAS, the County and the City have determined to finance the costs of the Project and related costs through the issuance by the City of its Taxable General Obligation Municipal Airport Revenue Bonds, Series 2024A, in the estimated original aggregate principal amount of \$1,300,000 (the “City Bond”).

WHEREAS, the County and the City have determined that the County’s proportionate share of the cost of the Project and the payment of the debt service on the City Bond shall be 50% thereof (the “County Portion”) and the City’s proportionate share of the cost of the Project and the payment of the debt service on the City Bond shall be 50% of (the “City Portion”); therefore, the County will be legally obligated to the City to pay a portion of the debt service on the City Bond as evidenced by the County’s Taxable General Obligation Municipal Airport Revenue Bond, Series 2024A, in the estimated original aggregate principal amount of \$650,000 (the “County Bond”), to be

issued to the City, pursuant to which the County will pledge its full faith and credit and taxing powers to pay the County Portion of the debt service on the City Bond.

WHEREAS, the Commission, the City, and the County propose to enter into a Pledge Agreement (the “Pledge Agreement”), the form of which has been presented to this Board of Commissioners, pursuant to which the Commission will pledge certain net revenues of the Airport, including airport hangar rents (the “Pledged Revenues”), to the payment of principal of and interest on the City Bond, on a pro rata basis against the City’s and the County’s proportionate shares of the cost of the Project and the payment of the debt service on the City Bond, subject to the terms of the Pledge Agreement.

WHEREAS, the governing body of the Commission by a vote of not less than 60 percent of its members adopted a resolution on April 17, 2024 recommending the issuance of the City Bond and the County Bond, and the City Council of the City anticipates adopting a resolution by a vote of not less than 60 percent of its members authorizing the issuance of the City and concurring or otherwise authorizing the issuance of the County Bond to finance the Project, in accordance with Section 360.036, subdivision 2(b) of the Act.

WHEREAS, it is hereby determined that it is necessary and expedient to the sound financial management of the affairs of the County to: (a) concur or otherwise authorize the issuance of the City Bond, (b) issue the County Bond, pursuant to Section 360.036 of the Act evidence the County’s obligation to the City to pay its proportionate share of the cost of the Project and payment of debt service on the City Bond, and (c) approve the execution and delivery of the Pledge Agreement.

WHEREAS, the County is authorized by the Act to issue bonds to provide funds for the improvement of the Airport and may pledge to the payment of such bonds and the interest thereon, its full faith, credit, and taxing powers and other revenues, including the Pledged Revenues.

BE IT RESOLVED By the Board of Commissioners (the “County Board”) of Becker County, as follows:

Section 1. **CONCURRENCE AND APPROVAL OF CITY BOND, SUBJECT TO CERTAIN PARAMETERS; APPROVAL OF COUNTY BOND.** Terms of Proposal for and Approval of City Bond and Approval of County Bond, Subject to Certain Parameters. The County Board hereby finds, determines and declares that the issuance of the City Bond by the City is necessary and in the best interests of the County. Baker Tilly Municipal Advisors, LLC, the City’s municipal advisor (the “City’s Municipal Advisor”), will facilitate the sale of the City Bond by private negotiation on behalf of the City. The County Board authorizes the Chair of the County Board (the “Chair”), the County Administrator, or if the position is vacant, the Interim County Administrator (hereinafter, the “County Administrator”), and the County Auditor-Treasurer of the County (the “County Auditor-Treasurer”) (together, the “Pricing Committee”) to: (A) consider proposals for the direct purchase of the City Bond solicited by the City’s Municipal Advisor; (B) determine the final terms of the County Bond, based on the proposal of the selected purchaser of the City Bond (the “Purchaser”) and based further on the following parameters: (i) the principal amount of the County Bond shall not exceed the lesser of 50% of the aggregate principal amount of the City Bond or \$650,000, and (ii) the true interest cost of the County Bond shall not exceed 6.5%; and (C) take any other appropriate action with respect to the County Bond. The County Board hereby concurs in and otherwise authorizes the issuance of the City Bond to the Purchaser subject to the preceding sentence and approves the issuance of the County Bond to the City, at the prices and at the rates to be determined in accordance with the preceding sentence. The Pricing Committee is hereby authorized to determine the final terms of the County Bond, and the members of the Pricing Committee shall complete and sign a certificate (the “Pricing Committee Certificate”) in substantially the form set forth in EXHIBIT A attached hereto. The County Administrator is authorized and directed to attach the Pricing Committee Certificate, when complete, to this resolution.

Section 2. COUNTY BOND; FORM AND SPECIFICATIONS.

2.01 Terms and Principal Amounts of the County Bond. It is hereby determined that it is in the public interest for the County and the City to assist the Commission in financing a portion of the costs of Project and related costs of issuance through the issuance by the City of the City Bond as provided herein. To evidence the County's obligation to pay its proportionate share of the debt service on the City Bond, it is necessary and expedient to the sound financial management of the affairs of the County to issue the County Bond pursuant to the Act in the denomination of its par amount, originally dated the date of delivery, and bearing interest at the rates and in the principal installment amounts all as determined in accordance with Section 1 of this resolution. The County Bond will be printed or typewritten in substantially the form set forth in EXHIBIT B attached hereto.

2.02 Optional Redemption. The County Bond shall be subject to optional redemption prior to maturity to the same extent as the City Bond.

2.03 Execution and Delivery. The County Bond will be prepared under the direction of the acting County Administrator, or if the County Administrator position is vacant, the Interim County Administrator (hereinafter, the "County Administrator") and executed on behalf of the County by the manual signatures of the Chair and the County Administrator. Upon payment of the purchase price for the City Bond in accordance with the contract for sale between the Purchaser and The City, the County Administrator will deliver to The City the County Bond so prepared and executed.

2.04 Debt Service Coverage. The City Bond (of which the County Bond evidences the County Portion) will be secured by the Pledged Revenues. It is hereby determined that the estimated collection of Pledged Revenues pledged to the payment of principal of and interest on the City Bond will produce at least five percent (5%) in excess of the amount needed to meet, when due, the principal and interest payments on the City Bond and that no tax levy is needed at this time.

2.05 General Obligation Pledge. For the prompt and full payment of the County Bond, as the same becomes due, the full faith, credit and taxing powers of the County will be and are hereby irrevocably pledged. If The City notifies the County Administrator that the balance in the debt service fund to be established for the City Bond (the "Debt Service Fund") is ever insufficient to pay the County Portion of the principal and interest then due on the City Bond, the deficiency will be promptly paid out of money in the general fund of the County which is available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

2.06 Authority to Negotiate the Sale of the County Bond. The County is authorized by Section 475.60, subdivision 2(6) of the Act to negotiate the sale of the County Bond, it being determined, on the advice of bond counsel or special tax counsel, that interest on the County Bond cannot be represented to be excluded from gross income for purposes of federal income taxation. The actions of the County staff in negotiating the sale of the County Bond are ratified and confirmed in all aspects.

2.07 County Auditor-Treasurer's Certificate as to Registration. The County Administrator is authorized and directed to file a certified copy of this resolution with the County Auditor-Treasurer (or the official of the County performing the functions of the County Auditor-Treasurer of the County) and to obtain the certificate required by Minnesota Statutes, Section 475.63, as amended.

Section 3. RELATED DOCUMENTS

3.01 Pledge Agreement. On or prior to the date of delivery of the County Bond, the Chair and County Administrator (the "County Officials") are hereby authorized and directed to execute the Pledge Agreement, in substantially the form now on file with the County, with such additions, deletions, and other changes as are approved by the County Administrator. All essential terms and conditions of the Pledge Agreement are hereby approved and

adopted and made a part of this resolution. The execution of the Pledge Agreement by the County Officials shall be conclusive evidence of the approval of the Pledge Agreement in accordance with the terms hereof. The Pledge Agreement creates rights in the County and the City but is not intended to create duties or obligations of the County or the City to any other persons (including the beneficial or registered owners of the City Bond) with respect to the Pledged Revenues or other revenues described or referenced in the Pledge Agreement, except to the extent required by applicable law, and is not intended to create rights in or claims by any other persons (including the beneficial or registered owners of the City Bond) with respect to the Pledged Revenues or other revenues described or referenced in the Pledge Agreement, except to the extent required by applicable law.

3.02 Other Certificates. The Chair, County Administrator and County Auditor-Treasurer, or any of them, are hereby authorized and directed to furnish at the closing such certificates as are required by the parties to this financing transaction.

3.03 Amendments. The terms of the County Bond, as set forth in this resolution, and the terms of the Pledge Agreement, are approved substantially as set forth in this resolution or substantially in the form on file on or about the date of adoption of this resolution with such additions, deletions, or other amendments as are mutually agreed to by the County and the City on or prior to the date of delivery of the City Bond and the County Bond.

Section 4. **NO REQUIREMENT OF CONTINUING DISCLOSURE.** With respect to the County Bond, the City is exempt from the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934. Consequently, the County will not enter into any undertaking to provide continuing disclosure of any kind with respect to the County Bond.

Section 5. **MISCELLANEOUS.**

5.01 County Proceedings and Records. The officers of the County are authorized and directed to prepare and furnish to the City and to the attorneys approving the County Bond, certified copies of proceedings and records of the County relating to the County Bond and to the financial condition and affairs of the County, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity of the County Bond and such instruments, including any heretofore furnished, will be deemed representations of the County as to the facts stated therein.

5.02 No Official Statement or Prospectus. It is determined that no official statement or prospectus has been prepared or circulated by the County in connection with the County Bond.

5.03 Electronic Signatures. The electronic signature of the Chair and/or the County Administrator to this resolution and to any documents or certificates authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the County thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

5.04 Headings; Terms. Paragraph headings in this resolution are for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof. Capitalized terms used but not defined herein shall have the meanings given them in the Loan Agreement.

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____, and upon vote being taken thereon the following Commissioners voted in favor of the motion:

and the following voted against:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A

Form of Pricing Committee Certificate

PRICING COMMITTEE CERTIFICATE

\$ _____

Becker County, Minnesota
Taxable General Obligation Municipal Airport Revenue Bond
Series 2024A

CERTIFICATE OF PRICING COMMITTEE

_____, 2024

Pursuant to a resolution adopted by the Board of Commissioners (the “County Board”) of Becker County, a county and political subdivision of the State of Minnesota (the “County”) on _____, 2024 (the “Resolution”), relating to the above-referenced bond (the “County Bond”), the County delegated to a pricing committee (the “Pricing Committee”), consisting of the Chair of the County Board (the “Chair”), the County Administrator, or if the position is vacant, the Interim County Administrator (hereinafter, the “County Administrator”), and the County Auditor-Treasurer of the County (the “County Auditor-Treasurer”), the authority to: (A) consider proposals for the direct purchase of the Taxable General Obligation Municipal Airport Revenue Bonds, Series 2024A, to be issued by the City of Detroit Lakes, Minnesota (the “City”) in the estimated original aggregate principal amount of \$1,300,000 (the “City Bond”), solicited by Baker Tilly Municipal Advisors, LLC, the City’s municipal advisor; (B) determine the final terms of the County Bond, based on the proposal of the selected purchaser of the City Bond (the “Purchaser”) and based further on the following parameters: (i) the principal amount of the County Bond shall not exceed the lesser of 50% of the aggregate principal amount of the City Bond or \$650,000, and (ii) the true interest cost of the County Bond shall not exceed 6.5%; and (C) take any other appropriate action with respect to the County Bond. All terms not otherwise defined herein shall have the meanings set forth in the Resolution.

1. Parameters and Issuance of the Bond. The Pricing Committee hereby authorizes the issuance of the County Bond, dated the date of delivery, in the par amount of \$_____, which is the lesser of 50% of the aggregate principal amount of the City Bond or \$650,000. The true interest cost of the Bond is _____% which does not exceed 6.5%. The interest rates and principal installments, payment dates on the Bond shall be as set forth in Schedule 1 attached hereto.

2. Optional Redemption. The installments of the Bond maturing on or after _____, 20__ shall be subject to optional redemption on any date on or after _____, 20__ which corresponds with the redemption provisions on the City Bond.

IN WITNESS WHEREOF, the undersigned members of the Pricing Committee have executed this Certificate of Pricing Committee as of the date and year first written above.

**PRICING COMMITTEE
BECKER COUNTY, MINNESOTA**

Chair of Board of Commissioners

County Administrator

County Auditor-Treasurer

Schedule 1 to Pricing Committee Certificate

County Bond
Principal and Interest Payment Schedule

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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EXHIBIT B

Form of Bond

**UNITED STATES OF AMERICA
STATE OF MINNESOTA**

**COUNTY OF BECKER
TAXABLE GENERAL OBLIGATION MUNICIPAL AIRPORT REVENUE BOND
SERIES 2024A**

<u>Amount</u>	<u>Date of Original Issue</u>
\$(_____)	_____, 2024

Becker County, Minnesota a duly organized and existing county and political subdivision of the State of Minnesota (the “County”), acknowledges itself to be indebted and for value received hereby promises to pay to the City of Detroit Lakes, Minnesota, a home rule charter city, municipal corporation and political subdivision of the State of Minnesota (the “City”), a principal sum of \$(_____) with interest from the Date of Original Issue set forth above until repaid in full as hereinafter provided, in any coin or currency that at the time or times of payment is legal tender for the payment of private debts in the United States of America, shall be payable in installments as set forth in Exhibit 1 to this Bond in accordance with a resolution adopted by the Board of Commissioners of the County (the “County Board”) on _____, 2024 (the “Resolution”).

This Bond is issued pursuant to the Resolution for the purpose of providing money to finance capital improvements to the Detroit Lakes/Becker County Airport located in Detroit Lakes, Minnesota (the “Airport”), including a concrete slab and two 6-unit T-hangars (the “Project”), pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 360, as amended, in particular, Section 360.036. The principal hereof and interest hereon are payable primarily from certain net revenues of the Airport, including airport hangar rents (the “Pledged Revenues”) to be received from the Detroit Lakes/Becker County Airport Commission (the “Commission”) pursuant to the terms of a Pledge Agreement of even date herewith among the Commission, the City, and the County, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit of the County are irrevocably pledged for payment of this Bond and the County Board has obligated itself to levy ad valorem taxes on all taxable property in the County in the event of any deficiency in the Pledged Revenues, which taxes may be levied without limitation as to rate or amount.

THIS BOND IS NOT TRANSFERABLE.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the County in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the County to exceed any constitutional, or statutory limitation of indebtedness.

IN WITNESS WHEREOF, Becker County, Minnesota, by its Board of Commissioners, has caused this Bond to be executed on its behalf by the manual signatures of the Chair of the Board of Commissioners and County Administrator of Becker County and has caused this Bond to be dated as of the date set forth below.

Dated: _____, 2024

BECKER COUNTY, MINNESOTA

Its Chair

Its County Administrator

Exhibit 1 to County Bond

Principal and Interest Payment Schedule

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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STATE OF MINNESOTA

COUNTY OF BECKER

I, the undersigned, being the duly qualified and acting County Administrator of Becker County, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the Board of Commissioners held on _____, 2024, with the original thereof on file in my office on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance of the County's \$_____ Taxable General Obligation Municipal Airport Revenue Bond, Series 2024A to the City of Detroit Lakes, Minnesota.

WITNESS My hand officially as such County Administrator and the corporate seal of the County this _____ day of _____, 2024.

County Administrator
Becker County, Minnesota

STATE OF MINNESOTA
COUNTY OF BECKER

COUNTY AUDITOR’S CERTIFICATE
AS TO REGISTRATION WHERE
NO AD VALOREM TAX LEVY

I, the undersigned County Auditor-Treasurer of Becker County, Minnesota, hereby certify that a resolution adopted by the Board of Commissioners of the Becker County (the “County”), on _____, 2024 (the “Resolution”), relating to the County’s \$_____ Taxable General Obligation Municipal Airport Revenue Bond, Series 2024A, dated _____, 2024, has been filed in my office and said bond has been entered on the register of obligations in my office.

WITNESS My hand and official seal this ____ day of _____, 2024.

County Auditor-Treasurer
Becker County, Minnesota

Deputy

PLEDGE AGREEMENT

among

DETROIT LAKES/BECKER COUNTY AIRPORT COMMISSION,

CITY OF DETROIT LAKES, MINNESOTA

and

BECKER COUNTY, MINNESOTA

THIS PLEDGE AGREEMENT is made and entered into as of the ____ day of _____, 2024 (the “**Agreement**”), among the Detroit Lakes/Becker County Airport Commission (the “**Commission**”), the City of Detroit Lakes, Minnesota (the “**City**”), and Becker County, Minnesota (the “**County**”).

RECITALS

WHEREAS, the Commission, a joint powers entity established pursuant to Minnesota Statutes, Chapter 360, as amended (the “**Act**”), under a joint agreement, dated October 1, 1969 (the “**JPA**”) between the County and the City, consisting of two members, the County and the City, has incurred or expects to incur certain expenditures with respect to capital improvements to the Detroit Lakes-Becker County Airport located in Detroit Lakes, Minnesota (the “**Airport**”), including a concrete slab and two 6-unit T-hangars (the “**Project**”).

WHEREAS, pursuant to the JPA, the County and the City each owns 50% of the Airport, and each is obligated to contribute equally to the cost of operating the Airport as well as capital costs of improvements to and development of the Airport.

WHEREAS, pursuant to the authority conferred by Section 360.036 of the Act, the cost of investigating, surveying, planning, acquiring, establishing, constructing, enlarging, or improving or equipping airports and other air navigation facilities, and the sites therefor, including structures and other property incidental to their operation, in accordance with the provisions of sections 360.011 to 360.076 of the Act, may be paid for by appropriation of money available therefor, or wholly or partly from the proceeds of bonds of the municipality (as defined in Section 360.031 of the Act) as the governing body of the municipality shall determine.

WHEREAS, pursuant to Section 360.036, subdivision 2(b) of the Act, bonds to finance airport improvements may be issued without an election if the Commission recommends by resolution adopted by a vote of not less than 60 percent of its members the issuance of the bonds, and the bonds are authorized by a resolution of each of the governing bodies of the City and the County acting jointly pursuant to Section 360.042 of the Act, adopted by a vote of not less than 60 percent of its respective members.

WHEREAS, the City and the County have determined to finance the cost of the Project through the issuance by the City of its Taxable General Obligation Municipal Airport Revenue Bond, Series 2024A (the “**City Bond**”).

WHEREAS, the City and the County have determined that the County’s proportionate share of the cost of the Project and the payment of the debt service on the City Bond shall be 50% thereof (the

“**County Portion**”) and the City’s proportionate share of the cost of the Project and the payment of the debt service on the City Bond shall be 50% thereof (the “**City Portion**”); therefore, the County (i) will be legally obligated to the City to pay a portion of the debt service on the City Bond as evidenced by the County’s Taxable General Obligation Municipal Airport Revenue Bond, Series 2024A (the “**County Bond**”), pursuant to which the County will pledge its full faith and credit and taxing powers to pay the County Portion of the debt service on the City Bond.

WHEREAS, pursuant to the authority conferred by Section 360.036 of the Act and a resolution adopted by the City Council of the City on _____, 2024 by a vote of not less than 60 percent of its members (the “**City Resolution**”), the City (i) authorized the issuance of the City Bond, in the original aggregate principal amount of \$[1,300,000], to pay the costs of the Project and related costs of issuance, (ii) concurred with the issuance of the County Bond, and (iii) approved the execution and delivery of this Agreement.

WHEREAS, pursuant to the authority conferred by Section 360.036 of the Act and a resolution adopted by the Board of Commissioners of the County on May 21, 2024 by a vote of not less than 60 percent of its members (the “**County Resolution**”), the County (i) concurred with the issuance of the City Bond, (ii) authorized the issuance of the County Bond, in the original aggregate principal amount of \$[650,000], and (iii) approved the execution and delivery of this Agreement.

WHEREAS, pursuant to a resolution adopted by the governing body of the Commission on [April 17], 2024 by a vote of not less than 60 percent of its members (the “**Commission Resolution**”), the Commission (i) recommended the issuance of the City Bond and the County Bond to finance the Project, (ii) agreed to pledge, pursuant to this Agreement, certain net revenues of the Airport, including airport hangar rents (the “**Pledged Revenues**”), to the City and the County, on a pro rata basis, to secure the payment of principal of, premium, if any, and interest on the City Bond, and (iii) approved the execution and delivery of this Agreement.

NOW, THEREFORE, the Commission, the City, and the Commission mutually agree to the following:

- (1) The City will issue the City Bond in accordance with the City Resolution, and the proceeds from the sale of the Bond will be used to finance the costs of the Project and related costs of issuance.
- (2) The County will issue the County Bond to the City in accordance with the County Resolution to evidence the County’s legal obligation to the City to pay a portion of the debt service on the City Bond.
- (3) The Commission hereby pledges the Pledged Revenues to the payment of principal of and interest on the City Bond, on a pro rata basis against the City’s and the County’s proportionate shares of the cost of the Project and the payment of the debt service on the City Bond, subject to the terms of this Agreement. At least three (3) business days prior to each debt service payment date for the City Bond and the County Bond, there shall be transferred from the Airport Fund established under the JPA (the “**Airport Fund**”) to the debt service fund maintained by the City for the payment of the City Bond (the “**Debt Service Fund**”), an amount of Pledged Revenues, which when taken together with taxes levied for such purposes in accordance with the City Resolution, if any, and amounts to be deposited in the Debt Service Fund, is equal to five percent (5%) in excess of the amount needed to meet when due the principal of and interest on the City Bond to become due on the subject payment date. The payments made by the Commission under

this Agreement will be credited on a pro rata basis against the City Portion and the County Portion of the cost of the Project and the payment of the debt service on the City Bond. Any Pledged Revenues in excess of such amount on any payment date may be retained by the Commission in the Airport Fund and applied to any costs of the Project or other costs of the Airport in accordance with the Act and the JPA.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Commission, the City, and the County have caused this Pledge Agreement to be duly executed on their behalf as of the date and year first written above.

**DETROIT LAKES/BECKER COUNTY AIRPORT
COMMISSION**

By _____
Its Chairman

By _____
Its Secretary

Execution page of the City to the Pledge Agreement, dated as of the date and year first written above.

CITY OF DETROIT LAKES, MINNESOTA

By _____
Its Mayor

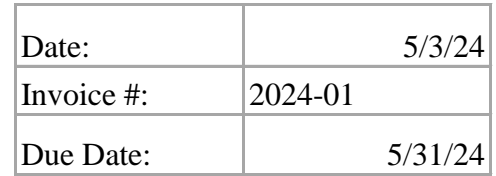
By _____
Its City Administrator

Execution page of the County to the Pledge Agreement, dated as of the date and year first written above.

BECKER COUNTY, MINNESOTA

By _____
Its Board Chair

By _____
Its County Administrator



City of Detroit Lakes
Schedule of Amounts Due From Becker County
Joint Airport Runway Project

ProRata Share

50.00%

01

<u>Grant #</u>	<u>Grant Purpose</u>	<u>Local Share thru 12/31/17</u>	<u>Amount Due From Becker County</u>	
3.27.0021.010.2014	Environmental Assessment	\$ 18,389.51	\$ 9,194.76	
3.27.0021.011.2015	Master Plan	\$ 10,589.76	\$ 5,294.88	
3.27.0021.012.2016	2016 Construction/Land Acquisition	\$ 110,421.80	\$ 55,210.90	
3.27.0021.013.2017	2017 Construction/Land Acquisition	\$ 94,588.08	\$ 47,294.04	
		<u>\$ 233,989.15</u>	<u>\$ 116,994.57</u>	Paid

02

		<u>Local Share thru 7/31/18</u>	<u>Amount Due From Becker County</u>	
3.27.0021.010.2014	Environmental Assessment	\$ -	\$ -	
3.27.0021.011.2015	Master Plan	\$ -	\$ -	
3.27.0021.012.2016	2016 Construction/Land Acquisition	\$ 25,525.80	\$ 12,762.90	
3.27.0021.013.2017	2017 Construction/Land Acquisition	\$ 76,678.36	\$ 38,339.18	
		<u>\$ 102,204.16</u>	<u>\$ 51,102.08</u>	

Less Payment for Additional Levy From County for 2017 (\$80,000 - \$45,000)

\$ (35,000.00)
\$ 16,102.08 Paid

03

		<u>Local Share thru 12/31/18</u>	<u>Amount Due From Becker County</u>	
3.27.0021.010.2014	Environmental Assessment	\$ -	\$ -	
3.27.0021.011.2015	Master Plan	\$ 4,142.97	\$ 2,071.49	
3.27.0021.012.2016	2016 Construction/Land Acquisition	\$ 7,160.77	\$ 3,580.39	
3.27.0021.013.2017	2017 Construction/Land Acquisition	\$ 175,709.37	\$ 87,854.69	
3.27.0021.041.2018	2018 Construction Grant	\$ 57,219.41	\$ 28,609.71	
		<u>\$ 244,232.52</u>	<u>\$ 122,116.26</u>	

Less Payment for Additional Levy From County for 2018 (\$125,000 - \$45,000)

\$ (80,000.00)
\$ 42,116.26 Paid

04

		<u>Local Share thru 08/31/19</u>	<u>Amount Due From Becker County</u>	
3.27.0021.010.2014	Environmental Assessment	\$ -	\$ -	
3.27.0021.011.2015	Master Plan	\$ -	\$ -	
3.27.0021.012.2016	2016 Construction/Land Acquisition	\$ 36,864.40	\$ 18,432.20	
3.27.0021.013.2017	2017 Construction/Land Acquisition	\$ -	\$ -	
3.27.0021.041.2018	2018 Construction Grant	\$ 154,305.85	\$ 77,152.93	
		<u>\$ 191,170.25</u>	<u>\$ 95,585.13</u>	Paid

05

		<u>Local Share thru 9/30/20</u>	<u>Amount Due From Becker County</u>	
3.27.0021.010.2014	Environmental Assessment	\$ -	\$ -	
3.27.0021.011.2015	Master Plan	\$ 50.57	\$ 25.29	
3.27.0021.012.2016	2016 Construction/Land Acquisition	\$ 20,704.54	\$ 10,352.27	
3.27.0021.013.2017	2017 Construction/Land Acquisition	\$ 24,035.26	\$ 12,017.63	
3.27.0021.041.2018	2018 Construction Grant	\$ 54,601.89	\$ 27,300.95	
3.27.0021.015.2019	2019 Construction Grant	\$ 6,559.24	\$ 3,279.62	
		<u>\$ 105,951.50</u>	<u>\$ 52,975.75</u>	Paid

06		<u>Local Share thru 9/30/21</u>	<u>Amount Due From Becker County</u>	
3.27.0021.010.2014 - Closed	Environmental Assessment	\$ -	\$ -	
3.27.0021.011.2015 - Closed	Master Plan	\$ -	\$ -	
3.27.0021.012.2016 - Closed	2016 Construction/Land Acquisition	\$ -	\$ -	
3.27.0021.013.2017 - Closed	2017 Construction/Land Acquisition	\$ -	\$ (9,669.53)	
3.27.0021.041.2018	2018 Construction Grant	\$ -	\$ -	
3.27.0021.015.2019	2019 Construction Grant	\$ 12,745.62	\$ 6,372.81	
3.27.0021.017.2020	2020 Construction Grant	\$ 14,690.40	\$ 7,345.20	
A0301-75 MNDOT 1028621	2018 Zoning Grant	\$ 5,180.40	\$ 2,590.20	
A0301-78 MNDOT 1034781	MALSF	\$ 116,393.24	\$ 58,196.62	
A0301-81 MNDOT 1045436	SWPPP	\$ 801.21	\$ 400.61	
A0301-82 MNDOT 1047369	Hanger Improvement	\$ 38,186.78	\$ 19,093.39	
		\$ -	\$ -	
		\$ 187,997.65	\$ 84,329.30	Paid

07		<u>Local Share thru 6/30/22</u>	<u>Amount Due From Becker County</u>	
3.27.0021.010.2014 - Closed	Environmental Assessment	\$ -	\$ -	
3.27.0021.011.2015 - Closed	Master Plan	\$ -	\$ -	
3.27.0021.012.2016 - Closed	2016 Construction/Land Acquisition	\$ -	\$ -	
3.27.0021.013.2017 - Closed	2017 Construction/Land Acquisition	\$ -	\$ -	
3.27.0021.041.2018	2018 Construction Grant	\$ -	\$ -	
3.27.0021.015.2019	2019 Construction Grant	\$ -	\$ -	
3.27.0021.017.2020	2020 Construction Grant	\$ -	\$ -	
A0301-75 MNDOT 1028621	2018 Zoning Grant	\$ 2,451.20	\$ 1,225.60	
A0301-78 MNDOT 1034781	MALSF	\$ -	\$ -	
A0301-81 MNDOT 1045436	SWPPP	\$ 1,828.80	\$ 914.40	
A0301-82 MNDOT 1047369	Hanger Improvement	\$ 87,666.45	\$ 43,833.23	
		\$ -	\$ -	
		\$ 91,946.45	\$ 45,973.23	Paid

08		<u>Local Share thru 3/31/23</u>	<u>Amount Due From Becker County</u>	
3.27.0021.010.2014 - Closed	Environmental Assessment	\$ -	\$ -	
3.27.0021.011.2015 - Closed	Master Plan	\$ -	\$ -	
3.27.0021.012.2016 - Closed	2016 Construction/Land Acquisition	\$ -	\$ -	
3.27.0021.013.2017 - Closed	2017 Construction/Land Acquisition	\$ -	\$ -	
3.27.0021.041.2018	2018 Construction Grant	\$ -	\$ -	
3.27.0021.015.2019	2019 Construction Grant	\$ -	\$ -	
3.27.0021.017.2020	2020 Construction Grant	\$ -	\$ -	
A0301-75 MNDOT 1028621	2018 Zoning Grant	\$ 3,242.24	\$ 1,621.12	
A0301-78 MNDOT 1034781 - Closed	MALSF	\$ 12,239.12	\$ 6,119.56	
A0301-81 MNDOT 1045436	SWPPP	\$ 3,972.69	\$ 1,986.35	
A0301-82 MNDOT 1047369	Hanger Improvement	\$ 24,543.34	\$ 12,271.67	
		\$ -	\$ -	
			\$ 21,998.70	Paid

09		<u>Local Share thru 7/31/23</u>	<u>Amount Due From Becker County</u>	
3.27.0021.010.2014 - Closed	Environmental Assessment	\$ -	\$ -	
3.27.0021.011.2015 - Closed	Master Plan	\$ -	\$ -	
3.27.0021.012.2016 - Closed	2016 Construction/Land Acquisition	\$ -	\$ -	
3.27.0021.013.2017 - Closed	2017 Construction/Land Acquisition	\$ -	\$ -	
3.27.0021.041.2018 - Final	2018 Construction Grant	\$ -	\$ 50,775.93	
3.27.0021.015.2019	2019 Construction Grant	\$ -	\$ -	
3.27.0021.017.2020	2020 Construction Grant	\$ -	\$ -	
A0301-75 MNDOT 1028621	2018 Zoning Grant	\$ -	\$ -	
A0301-78 MNDOT 1034781 - Closed	MALSF	\$ -	\$ -	
A0301-81 MNDOT 1045436 - Closed	SWPPP	\$ -	\$ -	
A0301-82 MNDOT 1047369	Hanger Improvement	\$ -	\$ -	
		\$ -	\$ -	
			\$ 50,775.93	Paid

10

		<u>Local Share thru 12/31/23</u>	<u>Amount Due From Becker County</u>
3.27.0021.010.2014 - Closed	Environmental Assessment	\$ -	\$ -
3.27.0021.011.2015 - Closed	Master Plan	\$ -	\$ -
3.27.0021.012.2016 - Closed	2016 Construction/Land Acquisition	\$ -	\$ -
3.27.0021.013.2017 - Closed	2017 Construction/Land Acquisition	\$ -	\$ -
3.27.0021.041.2018 - Closed	2018 Construction Grant		\$ -
3.27.0021.015.2019	2019 Construction Grant	\$ -	\$ -
3.27.0021.017.2020	2020 Construction Grant	\$ -	\$ -
A0301-75 MNDOT 1028621 - Closed	2018 Zoning Grant	\$ -	\$ -
A0301-78 MNDOT 1034781 - Closed	MALSF	\$ -	\$ -
A0301-81 MNDOT 1045436- Closed	SWPPP	\$ -	\$ -
A0301-82 MNDOT 1047369	Hanger Improvement	\$ 10,319.85	\$ 5,159.93
03.27.0021.021.2022	Terminal Parking	\$ 8,368.84	\$ 4,184.42
A0301-85 MNDOT 1051200	Fuel System Design	\$ 17,548.54	\$ 8,774.27
A0301-88 MNDOT 1053181	Fuel System Construction	\$ 92,360.38	\$ 46,180.19
		<u>\$ 128,597.61</u>	<u>\$ 64,298.81</u>

Total County Share thru 12/31/23 **\$ 706,149.74**

County Commitment \$ 1,000,000.00

Balance of County Commitment \$ 293,850.26

ABATEMENTS TAXES PAYABLE 2024

PIN	Classification	Previous	Adjustment	Corrected	TAG	Twsp/City	School District	EMV	TMV	DIFFERENCE	NTC PREV	NTC NEW	AMOUNT DIFF	RMV PREVIOUS	RMV CORRECTED	AMOUNT OF CHANGE
060914805	HOMESTEAD	\$ 98.00	\$6	\$ 104.00	604	CORM	24	\$ 15,100.00	\$ 15,100.00	\$ -	91	151	60	\$ 15,100.00	\$ 15,100.00	\$ -
060923000	LINKED HST	\$ 2,276.00	(\$60)	\$ 2,216.00	604	CORM	24	\$ 320,600.00	\$ 313,600.00	\$ 7,000.00	3122	3136	14	\$ 320,600.00	\$ 320,600.00	\$ -
060970518	UPGRADED EXEMPT	\$ 3,018.00	(\$862)	\$ 2,156.00	603	CORM	24	\$ 681,300.00	\$ 381,300.00	\$ 300,000.00	5391	3813	1578	\$ 531,300.00	\$ 381,300.00	\$ (150,000.00)
190150000	NOT INACTIVATED	\$ 3,172.00	(\$3,172)	\$ -	1902	LAKE VIEW	22	\$ 452,600.00	\$ -	\$ 452,600.00	4526	0	4526	\$ 452,600.00	\$ -	\$ (452,600.00)
360079051	TAXABLE	\$ -	\$168	\$ 168.00	3602	WHITE EARTH	35	\$ 34,500.00	\$ 34,500.00	\$ -	0	211	211	\$ -	\$ -	\$ -
260120050	OMITTED E TO R P23	\$ -	\$118	\$ 118.00	2603	RUNEBERG	821	\$ 17,700.00	\$ 17,700.00	\$ -	0	177	177	\$ -	\$ -	\$ -
	OMITTED E TO R P24	\$ -	\$116	\$ 116.00	2603	RUNEBERG	821	\$ 22,000.00	\$ 22,000.00	\$ -	0	220	220	\$ -	\$ -	\$ -
010069001	GA-ADJUST TMV	\$ 1,868.00	(\$316)	\$ 1,552.00	104	ATLANTA	914	\$ 718,400.00	\$ 592,600.00	\$ 125,500.00	3592	2963	629	\$ -	\$ -	\$ -
360181001	OMITTED E TO R P23	\$ -	\$138	\$ 138.00	3602	WHITE EARTH	435	\$ 14,600.00	\$ 14,600.00	\$ -	0	183	183	\$ -	\$ 14,600.00	\$ 146,000.00
	OMITTED E TO R P24	\$ -	\$190	\$ 190.00	3602	WHITE EARTH	435	\$ 22,000.00	\$ 22,000.00	\$ -	0	275	275	\$ -	\$ 22,000.00	\$ 22,000.00
190268000	R TO E P23	\$ 1,522.00	(\$1,398)	\$ 124.00	1902	LAKE VIEW	22	\$ 200,100.00	\$ -	\$ 200,100.00	1809	0	1809	\$ 200,100.00	\$ -	\$ (200,100.00)
530010070	OMITTED E TO R P23	\$ -	\$108	\$ 108.00	5302	WOLF LK CITY	821	\$ 8,400.00	\$ 8,400.00	\$ -	0	84	84	\$ -	\$ -	\$ -
	OMITTED E TO R P24	\$ -	\$96	\$ 96.00	5302	WOLF LK CITY	821	\$ 8,400.00	\$ 8,400.00	\$ -	0	84	84	\$ -	\$ -	\$ -
Total:			(\$4,868)	\$ 7,086.00				\$ 2,515,700.00	\$ 1,430,200.00	\$ 1,085,200.00	18531	11297	9850	\$ 1,519,700.00	\$ 753,600.00	\$ (634,700.00)

BECKER COUNTY BOARD OF COMMISSIONERS MEETING 5/21/2024

BECKER COUNTY AUDITOR TREASURER

Gambling Permits

1. Resolution # 05-24-2B – Pine to Prairie – Pheasants Forever for a raffle on July 13, 2024 at Lakeview Golf Course in Lakeview Township
2. Resolution # 05-24-2C – Midnite Rider Snowmobile Club for a raffle on November 1, 2024 at Tri-Lakes Roadhouse in Cormorant Township

RESOLUTION
BECKER COUNTY BOARD OF COMMISSIONERS
ESTABLISHING A TEMPORARY ABSENTEE BALLOT LOCATION
RESOLUTION NO. 05-24-2A

WHEREAS, Becker County is required by Minnesota Statutes 203B.081, Subd. 4(B) to upon request to locate a temporary in-person absentee voting location on tribal lands for at least one day during the 46-day absentee voting period ahead of an election; and

WHEREAS, the County Auditor received a request on April 18, 2024; and

WHEREAS, the requested Temporary Location was the White Earth Fire Hall, 40658 County Rd 34, White Earth, MN 56591; and

THEREFORE BE IT RESOLVED, the Becker County Board of Commissioners hereby establishes the Temporary Location for the Primary and General election as the White Earth Fire Hall. This location adheres to the required statutes for accessibility and conduct 203B.16, 204C.06 and 211B.11. This location will be staffed by enough election judges as provided in sections 204B.19 to 204B.22 or deputy auditors to perform the task.

Duly adopted this 21ST day of May, 2024 in Detroit Lakes, Minnesota

BECKER COUNTY BOARD
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 14, 2024 as recorded in the record of proceedings.

Carrie Smith
Interim County Administrator

RESOLUTION NO. 05-24-2B

MINNESOTA LAWFUL GAMBLING RESOLUTION

RESOLVED, the Becker County Board of County Commissioners agree to approve the Gambling Application for Exempt Permit to conduct Gambling by the Pine to Prairie – Pheasants Forever, for a Raffle at Lakeview Golf Course, 24962 County Hwy 22, Detroit Lakes, MN 56501, in Lakeview Township on July 13, 2024.

Duly adopted at Detroit Lakes, Minnesota, this 21st day of May 2024.

ATTEST:

COUNTY BOARD OF COMMISSIONERS

John Okeson
Chair

State of Minnesota)
County of Becker)

I, the undersigned, being the duly elected, qualified and Auditor-Treasurer for the County of Becker, State of Minnesota, do hereby certify that the foregoing is true and correct copy of a resolution passed and adopted by the County Board of Commissioners at a meeting held May 21st, 2024, as recorded in the record of proceedings.

Becker County Auditor-Treasurer

MEH/mco

SEAL

RESOLUTION NO. 05-24-2C

MINNESOTA LAWFUL GAMBLING RESOLUTION

RESOLVED, the Becker County Board of County Commissioners agree to approve the Gambling Application for Exempt Permit to conduct Gambling by the Midnite Rider Snowmobile Club, for a Raffle at Tri-Lakes Roadhouse, 11740 County Hwy 5, Lake Park, MN 56554, in Cormorant Township on November 1, 2024.

Duly adopted at Detroit Lakes, Minnesota, this 21st day of May 2024.

ATTEST:

COUNTY BOARD OF COMMISSIONERS

John Okeson
Chair

State of Minnesota)
County of Becker)

I, the undersigned, being the duly elected, qualified and Auditor-Treasurer for the County of Becker, State of Minnesota, do hereby certify that the foregoing is true and correct copy of a resolution passed and adopted by the County Board of Commissioners at a meeting held May 21st, 2024, as recorded in the record of proceedings.

Becker County Auditor-Treasurer

MEH/mco

SEAL

RESOLUTION

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 05-24-2G

WHEREAS, the legal description of the property is Parcel Number 02.0087.001, described as,

That part of the West Half of the Southeast Quarter (W 1/2 SE 1/4) of Section 14, Township 139 North of Range 42 West of the Fifth Principal Meridian in Becker County, Minnesota, described as follows: Commencing at the SW corner of the NW 1/4 of said Section 14 (for descriptive purposes only the west line of said NW 1/4 has an assumed bearing of South and all bearings are relative thereto); thence South 68 degrees 10 minutes 50 seconds East 3598.79 feet to a point on the southerly right of way line of State Trunk Highway No. 10-2 per State Project No. 0301 as existing and constructed for point of beginning of area to be described; thence continuing on said right of way line and on a bearing of South 69 degrees 56 minutes 20 seconds East for a distance of 284.61 feet; thence South 15 degrees 41 minutes 30 seconds West 451.14 feet; thence South 89 degrees 33 minutes West 284.00 feet; thence North 14 degrees 31 minutes 49 seconds East 551.94 feet to point of beginning.

SUBJECT to private road easement for ingress and egress from said Highway No. 10-2 to properties immediately to the west of the above described parcel, said easement described as follows: Beginning at above said point of beginning; thence South 69 degrees 56 minutes 20 seconds East 95.50 feet; thence South 20 degrees 03 minutes 40 seconds West 33.00 feet; thence North 69 degrees 56 minutes 20 seconds West 92.31 feet; thence North 14 degrees 31 minutes 49 seconds East 33.16 feet to point of beginning.

WHEREAS, the property forfeited December 5, 2023, on Auditor's Certificate of Forfeiture, Document No. 701397 for 2019 taxes and miscellaneous fees; and

WHEREAS, Richard Whiting has requested an Application for Re-purchase of Forfeited Lands with the County Auditor-Treasurer; and

WHEREAS, a repurchase price of \$5,771.82 will be paid in full upon approval; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Becker County, Minnesota, hereby approves the application for Re-purchase of Tax Forfeited Lands for Parcel Number 02.0087.001.

Duly adopted this 21st day of May 2024 in Detroit Lakes, Minnesota.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okeson
John Okeson
Chair

State of Minnesota)
) ss.
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held May 21st, 2024, as recorded in the record of proceedings.

Carrie Smith
Interim County Administrator

Date: 05/21/2024
To: Becker County Commissioners
From: Denise Warren, Human Services Director
RE: Personnel Request

Action Request: Request to approve Resolution # _____ for one Full-time Program Coordinator in Public Health.

Justification:

This request will enable us to fulfill duties and activities associated with the new framework for governmental public health in Minnesota. Minnesota has adopted the Public Health Accreditation Board (PHAB) National Framework for Foundational Public Health Services, which defines a minimum package of public health capabilities and programs to meet the unique needs of communities.

This position will be 100% funded by three Public Health grants: the Public Health Emergency Preparedness Grant, and two brand new grants allocated through the Minnesota Legislature in 2024; the Response Sustainability Grant (RSG), and the Foundational Public Health Responsibility (FPHR) grant. Each grant is established with ongoing funding designed to strengthen local public health and to provide more health security in Minnesota.

This position's primary responsibilities will be developing procedures and plans, collecting and analyzing data, developing partnerships and engaging community members, and fostering an understanding of equity to achieve better health and well-being outcomes as well as health promotion, disease prevention, and emergency preparedness and response.

Cost Analysis:

	2024 Cost to fill	2025 Budget
Salary	\$44,343	\$88,058
PERA	3,326	\$6,604
Health	8,704	\$17,408
FICA	3,392	\$6,736
Severance		
Total	\$51,060	\$118,807

Cost explanation:

This is estimated to start July 1st of this year and at a Step 10. The 2024 cost to fill estimate reflects this. The 2025 budget reflects the full-year cost estimate for this position. This will be a new position, so no current cost or budget is associated.

Other Options Explored:

- 1) Eliminate a waiver case manager or a MnChoice assessor in the Public Health unit and assign that RN to the identified grant duties. This option would cause caseloads to rise, revenues to decrease, and ultimately the quality of services to clients to decrease.
- 2) Add additional duties to each nurse in Public Health. This is not a favorable option as each nurse is already assigned to a program and would not have the capacity to take on additional duties. It would cause the same negative outcomes as in Option #1.

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION #05-24-2H

Full-time Public Health RN

WHEREAS, there is a need to hire one Full-Time Program Coordinator in Public Health.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves the hiring of a new Full-Time Program Coordinator in Public Health.

Duly adopted this 21st day of June 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 June, 21st, 2024, as recorded in the record of proceedings.

Carrie Smith
Interim County Administrator

Date: 4/12/2024
To: Becker County Commissioners
From: Denise Warren - Human Services Director
RE: Personnel Request

Action Request: Request to pass **Resolution _____**, To increase Adult Services Part Time Case Aide position to Full Time due to increased work volume.

Justification: This position is a Case Aide position for the Adult Services Unit. This position provides support for a variety of services including Waiver Case Management, Adult Protective Services, over 65 Care Coordination, and MnChoice Assessment.

Due to the recent significant Federal and State Legislative focus in Adult Protection (AP) reform as well as a Becker County Adult Services Unit internal review of positions and processes, It has been determined that by moving a Part-time Case Aide position to Full-time would enable us to take advantage of increased funding around Adult Protection funding, as well as other associated revenues by both the Case Aide and Social Worker positions.

The increased funding is a direct result of an increase in Adult Protection reports and more cases appropriately being screened-in for assessment. Increased reports and assessments result in more paperwork, client contact, and case management activities that must be completed by a Social Worker. Some of those activities can be completed more appropriately by a Case Aide freeing up Social Worker time to meet the Adult Protection expectations and requirements. The outcome most importantly results in better service delivery and support for our vulnerable population.

Cost Analysis:

CASE AIDE B23-1	2024 COST TO FILL	CURRENT COST	2024 BUDGET	2025 BUDGET
SALARY	\$ 29,226	\$ 14,531	\$ 36,662	\$ 51,311
PERA	\$ 2,192	\$ 1,090	\$ 2,750	\$ 3,848
HEALTH	\$ 8,781		\$ -	\$ 17,563
FICA	\$ 2,236	\$ 1,112	\$ 2,805	\$ 3,925
SEVERANCE				
TOTAL	\$ 42,435	\$ 16,732	\$ 42,216	\$ 76,647

Current Year Cost: \$ 16,951

Year over Year Cost: \$ 34,431

Cost explanation: There is a current and subsequent year cost as we are proposing increasing the position from 28 hrs. per week to 40 hrs. per week and would require

supplying health benefits. Increased revenues are projected to cover the cost in full as shown in the following table:

CASE AIDE B23-1	PT	FT
SALARY	\$ 42,216	\$ 76,647
REVENUES: Waiver & Blues	\$ 18,261	\$ 18,260
SW VA/DD TCM Billing	\$ -	\$ 23,664
APS funding	\$ -	\$ 42,816
TOTAL REVENUES	\$ 18,261	\$ 84,740
TOTAL POSITION COST (SAVINGS):	\$ 23,955	\$ (8,093)

Other Options Explored:

Increase current PT Case Aide Responsibilities: This position provides a great deal of billable support for our waiver and care coordination services. There is no time for additional responsibilities without decreasing already funded activities, which would result in a reduction in revenue and a decrease in service delivery. This option is not recommended.

Continue Adult Protective Services as they have been: Legislative changes and mandates along with agency expectations for adult protective services to Becker County Residents do not allow for past practices to continue without unintended consequences. Counties are at risk of losing funding for not meeting important identified Adult Protection performance measures. This alternative is not recommended.

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 05-24-2I

Adult Services Part-Time Case Aide to a Full-Time Case Aide

WHEREAS, there is a need to fill one Full-time Adult Services Case Aide position while eliminating one Part-time Case Aide position.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves the hiring of a full-time Adult Services Case Aide while eliminating one Part-time Case Aide position.

Duly adopted this 21st day of June 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith

Carrie Smith
Interim County Administrator

/s/ John Okeson

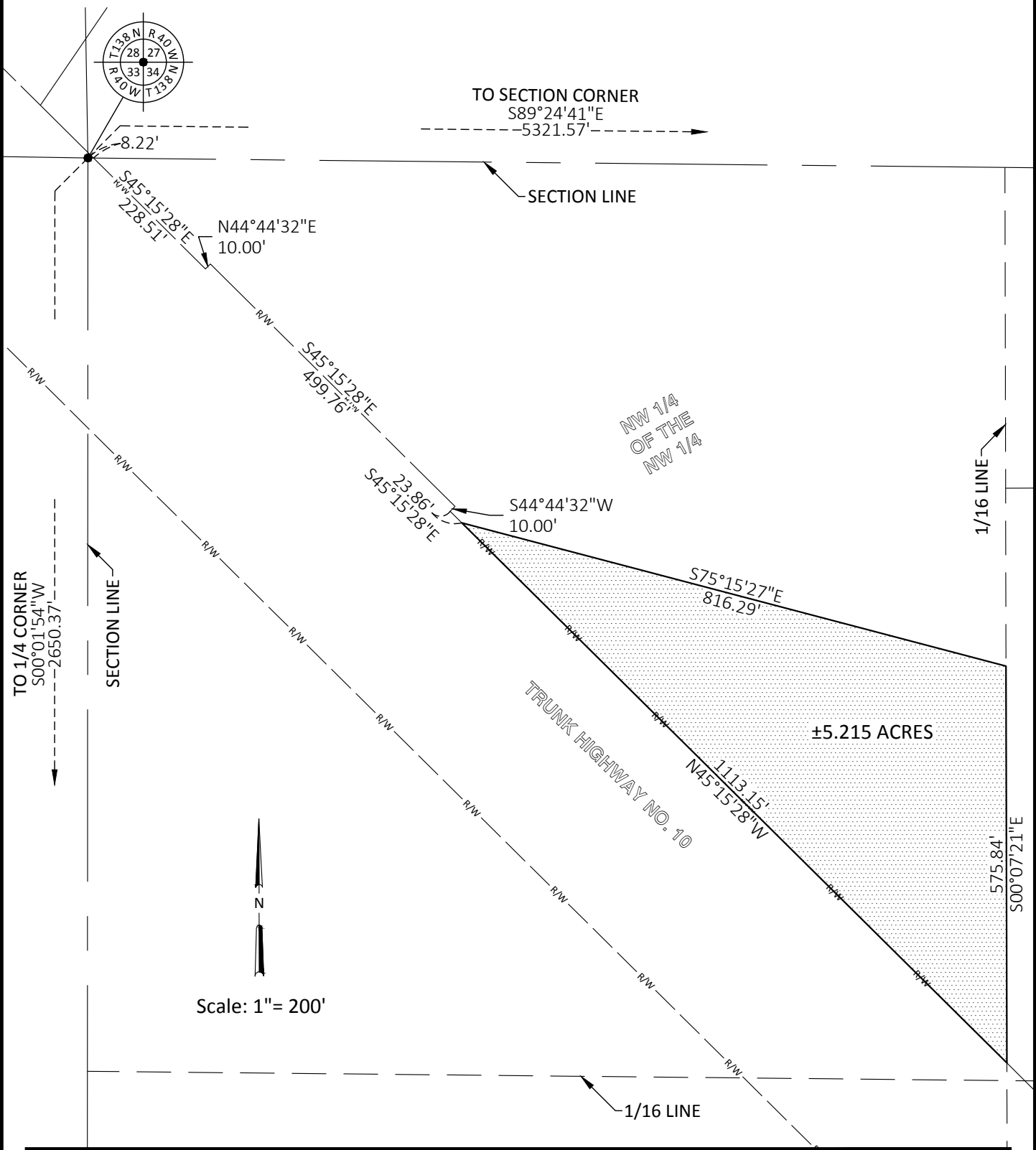
John Okeson
Board Chair

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 June, 21st, 2024, as recorded in the record of proceedings.

Carrie Smith
Interim County Administrator

PART OF THE NW 1/4 OF THE NW 1/4
SECTION 34, TOWNSHIP 138 N, RANGE 40 W
BECKER COUNTY
STATE OF MINNESOTA



NOTE: ALL BEARINGS GIVEN ARE
BASED ON THE BECKER COUNTY
COORDINATE SYSTEM.

IRON MONUMENT FOUND	●
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
PERMANENT EASEMENT	
TEMPORARY EASEMENT	



PROPERTY EXHIBIT

PROJECT NO.
6170-0017

PART OF THE NW 1/4 OF THE NW 1/4
SECTION 34, T. 138 N, R. 40 W, BECKER CO., MN

SHEET
1 OF 2

PART OF THE NW 1/4 OF THE NW 1/4
SECTION 34, TOWNSHIP 138 N, RANGE 40 W
BECKER COUNTY
STATE OF MINNESOTA

Property Description:

That part of the Northwest Quarter of the Northwest Quarter of Section 34, Township 138 North, Range 40 West of the Fifth Principal Meridian, Becker County, Minnesota, described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence South 89°24'41" East, along the northerly line of said Northwest Quarter, for a distance of 8.22 feet to a point of intersection with the northerly line of existing Trunk Highway No. 10 right-of-way; thence South 45°15'28" East, along the northerly line of said right-of-way, for a distance of 228.51 feet; thence North 44°44'32" East along the northerly line of said right-of-way, for a distance of 10.00; thence South 45°15'28" East, along the northerly line of said right-of-way, for a distance of 499.76 feet; thence South 44°44'32" West, along the northerly line of said right-of-way, for a distance of 10.00 feet; thence South 45°15'28" East, along the northerly line of said right-of-way, for a distance of 23.86 feet to the true point of beginning; thence South 75°15'27" East for a distance of 816.29 feet to a point of intersection with the easterly line of the Northwest Quarter of said Northwest Quarter; thence South 00°07'21" East, along the easterly line of the Northwest Quarter of said Northwest Quarter, for a distance of 575.84 feet to a point of intersection with the northerly line of said right-of-way; thence North 45°15'28" West, along the northerly line of said right-of-way, for a distance of 1113.15 feet to the true point of beginning.

Said tract contains 5.215 acres, more or less.



PROPERTY EXHIBIT

PROJECT NO. 6170-0017	PART OF THE NW 1/4 OF THE NW 1/4 SECTION 34, T. 138 N, R. 40 W, BECKER CO., MN	SHEET 2 OF 2
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BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 05-24-2L

AUTHORIZATION TO PURCHASE LAND FOR HEARTLAND TRAIL

IT IS RESOLVED that the Board of County Commissioners of Becker County, Minnesota hereby authorizes the purchase of property, in the amount of \$40,453.00, from At Ease Properties, LLC, for the following purpose:

To construct a portion of the Heartland Trail along US Highway 10 as described in the attached Property Exhibit.

BE IT FURTHER RESOLVED. That the Board of County Commissioners of Becker County, Minnesota hereby authorizes and directs the County Engineer on behalf of Becker County, to execute any necessary documents to complete the transaction.

Duly adopted at Detroit Lakes, MN this 21st 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 21, 2024, as recorded in the record of proceedings.

Carrie Smith, Interim County Administrator