



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, September 3, 2024 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 593 535 041#

- 8:15 Call the Board Meeting to Order: Board Chair Okeson
1. Pledge of Allegiance
- 8:20 Regular Business
1. Agenda Confirmation
 2. Minutes of August 20, 2024 3
- 8:25 Consent Agenda
1. Auditor-Treasurer: Regular Claims, Auditor Warrants, and Claims over 90 Days 6
 2. Auditor-Treasurer: July 2024 Cash Comparison, Sales Tax, & Investment Reports 7
 3. Auditor-Treasurer: TriMin Contract for Board Ratification 10
 4. Human Services: Regular Claims, Public Health, & Transit
 5. Human Services: NDSU Agreement for Nursing Student Clinical Experiences 18
 6. Land Use: 2024 Bud Capping Quote Approval 23
 7. Land Use: 2024 Fall Timber Auction Tracts 28
 8. Land Use: Snowmobile Purchase Approval 32
 9. Sheriff: Federal Boating Safety Equipment Grant Application 34
- 8:30 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
- 9:00 County Administrator
1. Report
 2. Red Line Union Contracts
 - a) Human Services Supervisors 37
 - b) LELS Jailers & Dispatchers 56
 3. Resolution 09-24-1E - Archeological Study 73
- 9:25 Becker Soil & Water Conservation District
1. Crow Wing River - Draft Comprehensive Watershed Management Plan (aka 1W1P) Summary Presentation 74
- 9:30 Highway
1. Resolution 09-24-1A - MnDOT Contract Agreement-1057534 91
 2. Resolution 09-24-1B - Heartland Trail Cooperative Construction Agreement 108

- 9:35 Land Use/Environmental Services
1. Dunton Locks Shelter Bid Approval 115
 2. Resolution 09-24-1C - Accept Donated Parcel # 210044000 124
- 9:45 Sheriff
1. Temporary Investigator and Deputy Back Fill 128
- 9:50 Break
- 9:55 Planning & Zoning
1. Planning Commission Recommendations 08/28/2024 129
 - a) Brandon Shipman - Request a Conditional Use Permit to construct a retaining wall
 2. Consideration of the 2024 Becker County Comprehensive Land Use Plan
- Adjourn
- Open Work Session - Budgets

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, August 20, 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, County Administrator Carrie Smith, and minute taker Peggy Martin.
2. Pledge of Allegiance.

Agenda/Minutes:

1. Agenda – Motion and second to approve the agenda with the addition of a Temporary Liquor License, removal of the Coroner Introduction to a later meeting and the update to Land Use for no action from the board today regarding Toad Mountain (Jepson, Meyer) carried.
2. Minutes – Moved and second to approve minutes of August 6, 2024, with the requested changes (Meyer, Nelson) carried.
3. Motion and second to approve and accept the following Consent Agenda Items – Auditor-Treasurer: Regular Claims, Auditor Warrants and Claims over 90 Days, Resolution 08-24-2A – Conservation Designation, June 2024 Cash Comparison, Sales Tax, & Investment Reports, Human Services: Policy Change – Burial Policy Changes, Human Services Claims: Human Service, Public Health, & Transit (Jepson, Meyer) carried.

Commissioners:

1. Open Forum:
 - John Challey – Establish the ability to track a Zoning complaint.
 - Gerry Schram – Against the Toad Mountain Project.
 - Clark Lee – Against the Toad Mountain Project.
 - Dave Knopf – Against the Toad Mountain Project.
 - Doug LeSage – Against Toad Mountain Project.
 - Gary Coson – Becker County School Mandate to teach Democracy.
 - Bob Backman – Concerned with water quality and land use with regards to wake boats & wake surfing.
 - Willis Mattison – Impacts of Wake Boats and Wake Surfing in our lakes.
 - Larry Knutson – Against Toad Mountain Project.
2. Reports and Correspondence: Reports were provided on the following meetings:

- Commissioner Jepson – EDA Housing Subcommittee, EDA, Human Services, attended the BC Fair, Toad Mountain Meetings.
- Commissioner Nelson – Courthouse, attended the BC Fair.
- Commissioner Meyer - Courthouse, attended the BC Fair, RAC, Historical Society.
- Okeson – RAC.
- Vareberg – Human Services.

3. Appointments

- None

County Administrator: presented by Carrie Smith.

1. White Earth Tribal Court Program Update: provided by Lori Thompson.
 - DWI Court Update – Quarter One Period: April 1, 2024-June 30, 2024
 - i. 8 individuals this quarter, 61 total since 2015.
 - ii. 56% completion rate since 2015.
 - iii. No jail time this quarter. Average of 22 months to finish program.
 - Assistant Tribal Probation Agent Initiative (ATPO)
 - i. 64 Clients participated since 02/26/2024.
 - ii. 9 currently in warrant status or in jail pending resolution of their violations.
 - iii. 34 discharged from ATPO.
2. Motion and second to approve the Temporary On-Sale Liquor License for Buck Mills Brewing at Maple Hills Orchard in Burlington Twp on September 14, 2024 (Jepson, Meyer) carried.
3. Report:
 - Still have outstanding Union Contracts. Hoping to get the 3 years contracts brought back to the board soon.
 - Attended the Project 412 Pitch night.
 - Job Descriptions are being reviews and pushed to the departments.
4. Budget Updates.
 - Most of the budgets have been seen thru committees.
 - Working Budget Session in September.
5. HR Director Update. Offer has been made, start date of September 9.

Human Services: presented by Denise Warren and Lucy Meyer.

1. Motion and second to approve Resolution 08-24-2B – Personnel Request – New Behavioral Health Co-Supervisor (Jepson, Vareberg) carried.

Land Use/Environmental Services: presented by Steve Skoog and Mitch Lundeen.

1. Update of Master Plan for Toad Mountain Project.
 - Public Input meeting in Wolf Lake and at the Courthouse.
 - i. Turnout was good at both meetings.
 - ii. Concerns with market value, possible burial sites, survey was biased.
 - iii. Toad Lake Twp Board voted against this project.
 - Bring back to September 17 meeting.

Sheriff: presented by Todd Glander.

1. Sheriff's Office Construction/Planning Update.
 - Motion and second to table and bring back to the Sheriff Committee (Nelson, Meyer) carried.
2. Ceremonial Oath – Deputies Mike McCombs, Leah Horner, and Blake Olson.

Being no further business, Chair Okeson adjourned the meeting at 9:57 am.

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



BECKER COUNTY BOARD OF COMMISSIONERS
Finance Committee Meeting
Date: Thursday, August 29, 2024 at 8:30 AM

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

Administrator

1. Budget Discussion
2. Update - Union Contracts
3. Salary Exempt Status
4. Archaeological Study

Auditor-Treasurer

1. Claims
2. July 2024 Cash Comparison, Sales Tax, & Investment Reports
3. TriMin Contract for Board Ratification
4. Claims Human Services, Public Health, and Transit

Highway

1. Resolution 09-24-1A - MnDOT Contract Agreement-1057534
2. Resolution 09-24-1B - Heartland Trail Cooperative Construction Agreement

Land Use/Environmental Services

1. Dunton Locks Shelter Bid Approval
2. 2024 Bud Capping Quote Approval
3. Resolution 09-24-1C - Accept Donated Parcel # 21.0044.000
4. 2024 Fall Timber Auction Tracts
5. Snowmobile Purchase Approval

Becker Soil & Water Conservation District

1. Budget

Sheriff

1. Temporary Investigator and Deputy Back Fill
2. Federal Boating Safety Equipment Grant Application

Adjourn

BECKER COUNTY CASH COMPARISON

FUND	July 2023	July 2024	% Change	June 2024
REVENUE FUND				
REVENUE FUND	\$ 14,221,909.47	\$ 15,412,569.29	8.37%	\$ 14,265,235.82
DESIGNATED				
GO BOND SERIES 2022A	(4,976,542.50)	-	-100.00%	-
LAW LIBRARY	25,269.59	18,752.55	-25.79%	18,301.55
ATTORNEY'S FORFEITURES	77,144.18	81,223.76	5.29%	81,223.76
RECORDERS EQUIPMENT	131,408.53	43,295.21	-67.05%	36,492.38
RECORDERS ENHANCEMENT	189,558.58	130,493.58	-31.16%	126,520.58
TRANSIT	276,300.35	(12,962.30)	-104.69%	66,667.52
TRANSIT LOCAL RESERVE	36,041.09	36,426.09	1.07%	36,426.09
2023 PUBLIC SAFETY AID	-	949,594.11	100.00%	949,660.11
TOTAL REVENUE FUND	\$ 9,981,089.29	\$ 16,659,392.29	66.91%	\$ 15,580,527.81
SPECIAL REVENUE FUNDS				
PUBLIC SAFETY	\$ 2,840,188.10	\$ 2,840,386.38	0.01%	\$ 3,718,211.55
E-911	112,997.91	272,711.36	141.34%	256,445.77
ROAD AND BRIDGE	6,401,928.65	5,407,935.05	-15.53%	5,152,789.28
HUMAN SERVICES	9,573,859.01	10,820,835.61	13.02%	10,685,515.48
RECREATION	656,977.06	582,989.55	-11.26%	579,014.74
AMERICAN RESCUE PLAN ACT	-	-	0.00%	-
RESOURCE DEVELOPMENT	979,438.58	986,751.87	0.75%	991,783.38
ENVIRONMENTAL AFFAIRS	2,312,236.83	2,232,202.68	-3.46%	2,497,472.16
DEBT FUNDS	910,709.51	1,302,520.88	43.02%	1,316,773.51
DITCH FUND	1,406.76	215.64	-84.67%	215.64
SUNNYSIDE CARE CENTER	1,922,145.47	2,217,674.20	15.37%	2,197,636.84
NATURAL RESOURCE MGT	229,650.61	262,241.96	14.19%	171,953.68
GRAVEL RESERVE	596,896.94	664,301.06	11.29%	583,154.59
OPIOID SETTLEMENT FUND	297,273.66	588,665.93	98.02%	379,047.71
LOCAL ASSISTANCE & TRIBAL CONSISTENCY FUND	83,593.59	165,515.18	98.00%	165,515.18
GENERAL - SPECIAL	4,568,791.19	3,180,930.59	-30.38%	3,191,019.80
TOTAL SPECIAL REVENUE FUNDS	\$ 31,488,093.87	\$ 31,525,877.94	0.12%	\$ 31,886,549.31
AGENCY FUNDS				
BCCI	\$ 217,103.65	\$ 112,586.89	-48.14%	\$ 163,185.64
TAXES AND PENALTIES	2,033,837.43	2,022,217.47	-0.57%	735,434.85
CLEARING FUNDS	413,776.21	594,642.43	43.71%	863,520.33
TOTAL AGENCY PASS THRU FUNDS	\$ 2,664,717.29	\$ 2,729,446.79	2.43%	\$ 1,762,140.82
TOTAL CASH & INVESTMENTS	\$ 44,133,900.45	\$ 50,914,717.02	15.36%	\$ 49,229,217.94

Becker County Sales & Use Tax

2014					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	606,000.00	129,165.85	735,165.85	(31,350.71)	703,815.14
2015					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,925,000.00	199,199.05	2,124,199.05	(26,358.15)	2,097,840.90
2016					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,912,893.48	209,748.19	2,122,641.67	(27,908.63)	2,094,733.04
2017					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,172,000.00	233,642.63	2,405,642.63	(29,318.97)	2,376,323.66
2018					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,281,000.00	365,457.85	2,646,457.85	(33,661.93)	2,612,795.92
2019					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,452,000.00	222,944.01	2,674,944.01	(34,367.81)	2,640,576.20
2020					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,563,000.00	279,602.16	2,842,602.16	(36,985.03)	2,805,617.13
2021					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,957,000.00	376,489.88	3,333,489.88	(38,856.08)	3,294,633.80
2022					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	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	240,074.51	-	240,074.51	(3,241.01)	236,833.50
March	233,606.04		233,606.04	(3,153.68)	230,452.36
April	267,501.55		267,501.55	(3,611.27)	263,890.28
May	280,099.68		280,099.68		280,099.68
June			-		-
July			-		-
August			-		-
September			-		-
October			-		-
November			-		-
	1,573,281.78	61,883.40	1,635,165.18	(19,382.87)	1,615,782.31
Grand Total	25,143,175.26	2,847,905.62	27,991,080.88	(364,727.04)	27,626,353.84

Please note effective April 2024 ONE payment of GROSS REVENUE and ADMINISTRATIVE COST is received

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
July 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	24-03	5.150%	5.150%	3/19/25	245,000.00	245,000.00
<u>Community Development Bank of Ogema</u>							
CDB CD	CDBoO	09-13	5.000%	5.000%	7/18/25	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	5.100%	5.100%	7/6/25	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	505,300.00
MK	Connecticut St Taxable Go Bond	20-14	3.310%	3.310%	1/15/26	564,114.72	489,160.00
MK	BOND Alcoa Tenn Taxable Bds 2021 B	21-02	0.820%	0.820%	3/1/26	244,054.30	230,302.45
MK	BOND Montgomery Cnty MD Rev Taxable Ref Bds 202	21-06	1.000%	1.000%	4/1/25	303,945.00	292,200.00
MK	FHLB Federal Home Loan Bank	22-02	4.000%	4.000%	6/29/26	500,000.00	494,995.00
MK	FHLB Federal Home Loan Bank	23-03	4.240%	4.240%	2/17/28	250,000.00	248,655.00
MK	CD Bridgewater Bk Bloomington,MN	20-15	0.350%	0.350%	9/1/24	114,000.00	113,195.16
MK	CD Discover Bank Greenwood, DE	22-07	4.850%	4.850%	11/9/26	244,000.00	245,922.72
MK	CD CIBC Bank USA Chicago, IL	23-04	4.950%	4.950%	3/24/26	225,000.00	226,077.75
MK	CD First St Bk of Dequeen Dequeen	23-06	4.600%	4.600%	7/7/26	100,000.00	100,135.00
MK	CD HAPO Community Credit UN	23-07	5.250%	5.250%	2/27/26	240,000.00	242,176.80
<u>Wells Fargo Advisors (Formerly Wachovia Securities)</u>							
WFA BOND	US Treasury Notes	22-03	2.750%	2.750%	4/30/27	326,476.93	318,473.10
WFA BOND	US Treasury Bill	24-06	4.950%	4.950%	1/30/25	2,040,158.04	2,038,230.70
WFA BOND	US Treasury Bill	24-02	5.019%	5.019%	4/17/25	1,310,779.25	1,328,800.00
WFA FHLBMSUCP	Federal Home Loan Bank Multi Step Up Cpn Bor	21-03	0.500%	0.500%	3/16/26	455,000.00	430,188.85
WFA CD	Goldman Sachs BK USA CD	21-07	1.000%	1.000%	8/8/26	215,000.00	200,423.00
WFA CD	UBS Bank USA CD	21-08	0.550%	0.550%	8/26/24	245,000.00	244,189.05
WFA CD	JP Morgan Chase Bk NA CD	22-01	1.100%	1.100%	1/31/25	245,000.00	240,305.80
WFA CD	City Natl Bk - Bev Hi CD	23-01	4.350%	4.350%	1/26/26	245,000.00	243,924.45
WFA CD	Synchrony Bank CD	23-08	5.050%	5.050%	10/27/26	245,000.00	247,829.75
WFA CD	Comerica Bank CD	23-10	5.450%	5.450%	11/15/24	245,000.00	245,056.35
WFA CD	Morgan Stanley PVT PK CD	23-11	4.950%	4.950%	6/6/25	245,000.00	245,009.80
WFA CD	Morgan Stanley BK NA CD	23-12	4.800%	4.800%	12/8/25	245,000.00	245,316.05
WFA CD	Wells Fargo Bank NA CD	24-04	4.850%	4.850%	5/14/27	245,000.00	247,628.85
WFA CD	Bank of America NA CD	24-05	5.050%	5.050%	6/8/26	240,000.00	242,090.40

Total Pooled Investments - Securities

12,451,450.74 12,324,508.53

Summary of Investments by Type		
	Book Value	Fair Value
CD's	4,956,922.50	4,948,203.43
CDARS	1,000,000.00	1,000,000.00
Jumbo CDs		
Local Gov Issues	0.00	0.00
Govt. Securities	1,612,114.02	1,516,962.45
Treasury	3,677,414.22	3,685,503.80
FNMA	0.00	0.00
FHLBMSUCP	455,000.00	430,188.85
FFCBB		
FHLB	750,000.00	743,650.00
Totals	12,451,450.74	12,324,508.53

Investment Summary by Fund		
Revenue Fund	12,451,450.74	12,324,508.53
	12,451,450.74	12,324,508.53
Fair Market Value Adjustment		(126,942.21)

To: IFS User Group

From: Lisa Meredith, MnCCC Executive Director
lisa@mnccc.gov 651-401-4201

Date: July 3, 2024

Subject: TriMin Contract for Board Ratification

Please note, this communication is being sent out via MnCCC's RSVP system to all signed up for the IFS User Group. This means that your county or agency will likely receive several copies. It is the responsibility of your county/agency to determine who will be responsible to bring the Board Ratification to your board and return a signed copy to MnCCC.

The TriMin Contract for maintenance and support of IFS has been approved and fully executed. Enclosed with this communication, you will find a copy of the contract along with a Board Ratification. The fully executed Board Ratifications *must* be returned to MnCCC **no later than September 6, 2024**. If your county or agency chooses not to continue with IFS/TriMin, documentation of discontinuation will be required. Failure to respond by the deadline will be assumed as a decision not to move forward with IFS.

Please return your signed Board Ratification to:

MnCCC
Attn: Emily Wick
100 Empire Drive Suite 201
Saint Paul, MN 55103

Alternatively, you may email it to emily@mnccc.gov

The contract with TriMin covers the period from January 1, 2025, to December 31, 2027. The associated fees have been previously distributed and approved by the IFS User Group during their annual meeting on June 3, 2024.

For any questions regarding pricing or the contract, feel free to contact me at lisa@mnccc.gov or (651) 401-4201. If you anticipate difficulty meeting the final deadline, please reach out to Emily Wick at emily@mnccc.gov or (651) 401-4204.

Thank you for your attention to this matter.

Attached:

- 2025 IFS User Group fees (below)
- 2025-2027 TriMin Contract
- Board Ratification document

IFS User Group Fees:

MnCCC Membership Fee: \$1800, split by office: \$900 per office or \$1800 per county

Enhancement Fund Annual Fee: \$1000 per office or \$2000 per county

County/Agency	Auditor/ Treasurer Group	2025 CMHS Support	2025 CMHS Enhancement Fund	2025 Aud/Treas Support	2025 Aud/Treas Enhancement Fund	2025 Total	M&S Only	M&S Increase
Aitkin County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Becker County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Beltrami County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Benton County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Big Stone County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Brown County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Carlton County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Carver County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Cass County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Chippewa County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Chisago County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Clay County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Clearwater County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Cook County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Cottonwood County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Dodge County	MCIS	\$ -	\$ -	\$ 8,523.79	\$ 1,000.00	\$ 9,523.79	\$ 8,523.79	12.50%
Douglas County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Faribault County	MnCCC	\$ -	\$ -	\$ 8,523.79	\$ 1,000.00	\$ 9,523.79	\$ 8,523.79	12.50%
Fillmore County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Freeborn County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Goodhue County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Grant County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Houston County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Hubbard County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Isanti County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Itasca County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Jackson County	MnCCC	\$ -	\$ -	\$ 8,523.79	\$ 1,000.00	\$ 9,523.79	\$ 8,523.79	12.50%
Kanabec County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Kandiyohi County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Kittson County	MnCCC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Koochiching County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Lac qui Parle County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Lake County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Lake of the Woods County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	4.06%
Le Sueur County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Lincoln County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Lyon County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
McLeod County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Mahnomen County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Marshall County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Martin County	MnCCC	\$ -	\$ -	\$ 8,523.79	\$ 1,000.00	\$ 9,523.79	\$ 8,523.79	12.50%
Meeker County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Mille Lacs County	MnCCC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Morrison County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Mower County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Murray County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Nicollet County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Nobles County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Norman County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Otter Tail County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Pennington County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Pine County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Pipestone County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Polk County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Pope County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%

Red Lake County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	4.06%
Redwood County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Renville County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Rice County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Rock County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Roseau County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Sherburne County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Sibley County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Stearns County	N/A	\$ 8,523.79	\$ 1,000.00	\$ -	\$ -	\$ 9,523.79	\$ 8,523.79	12.50%
Steele County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Stevens County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Swift County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Todd County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Traverse County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Wabasha County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Wadena County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Waseca County	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Watsonwan County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Wilkin County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Winona County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Wright County	MnCCC	\$ 8,523.79	\$ 1,000.00			\$ 9,523.79	\$ 8,523.79	
Yellow Medicine County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Tri-County Corrections: Norman, Polk and Red Lake	N/A	\$ -	\$ -	\$ 8,523.79	\$ 1,000.00	\$ 9,523.79	\$ 8,523.79	12.50%
Southwest Health & Human Services: Lincoln, Lyon, Murray, Pipestone, Redwood, and Rock	CPT	\$ 6,886.34	\$ 1,000.00	\$ -	\$ -	\$ 7,886.34	\$ 6,886.34	12.50%
Human Services of Faribault and Martin Counties (FMHS) Faribault and Martin	N/A	\$ 8,523.79	\$ 1,000.00	\$ -	\$ -	\$ 9,523.79	\$ 8,523.79	12.50%
Minnesota Prairie County Alliance: Dodge, Steele, and Waseca	N/A	\$ 8,523.79	\$ 1,000.00	\$ -	\$ -	\$ 9,523.79	\$ 8,523.79	12.50%
Countryside Public Health: Big Stone, Chippewa, Lac qui Parle, Swift and Yellow Medicine	CPT	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Horizon Public Health: Stevens, Douglas, Pope, Grant and Traverse	CPT	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Western Prairie	N/A	\$ 8,523.79	\$ 1,000.00	\$ -	\$ -	\$ 9,523.79	\$ 8,523.79	12.50%
Des Moines Valley Health & Human Services: Cottonwood and Jackson	N/A	\$ 8,523.79	\$ 1,000.00	\$ -	\$ -	\$ 9,523.79	\$ 8,523.79	12.50%



Amendment to Agreement to provide Professional Services Between Minnesota Counties Computer Cooperative and TriMin Systems, Inc.

THIS AMENDMENT TO AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN MINNESOTA COUNTIES COMPUTER COOPERATIVE AND TRIMIN SYSTEMS, INC. (the "Addendum"), made effective as of January 1, 2025 (the "**Effective Date**"), is by and between TriMin Systems, Inc., with its principal place of business located at 2277 Hwy 36 West, Suite 250, Roseville, Minnesota 55113 ("**TriMin**"), and the Minnesota Counties Computer Cooperative, a joint powers organization, with its principal place of business located at 100 Empire Drive, Suite 201, St. Paul, Minnesota, 55103, for the benefit of and use by its participating end user members ("**Customer**").

RECITALS

WHEREAS, the parties entered into the Agreement to provide Professional Services Between Minnesota Counties Computer Cooperative and TriMin Systems, Inc. dated January 1, 2022 ("**Master Agreement**"); and,

WHEREAS, the parties wish to add the following provisions as an Addendum to the Master Agreement.

NOW, THEREFORE, in exchange for and in consideration of the mutual promises, premises, and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TriMin and Customer agree to make the following additions to the Master Agreement as follows:

1. (Section II A 3 from the Master Agreement) GASB Revisions

Provide any IFSpi revisions necessitated by changes in applicable GASB (Governmental Accounting Standards Board) requirements and/or Minnesota statutes, laws or regulations. MnCCC and/or the GASB Committee will advise TriMin of any requested changes, along with requirements to IFSpi as necessitated by changes in GASB requirements and/or Minnesota statutes, laws, or regulations and provide sufficient details to support TriMin in making the changes. A total of 100 hours of GASB enhancements per year will be included in this contract. (This includes time required for requirements assistance, design and scoping of enhancements.) Any unused hours at the end of each year will not be recoverable. Enhancement hours beyond the initial 100 in a given year will be billed at the hourly rate specified in section 4 of this agreement.

2. (Section II F from the Master Agreement) Training. TriMin will provide on-going updates to IFSpi end user documentation. TriMin training activities will be prioritized by the IFS training committee and based on the following initiatives:

- TriMin to provide popular support topic ideas to the training committee on a quarterly basis for the training newsletter
- TriMin to provide 6 to 10 hours of training per year, included with the contract at no extra cost.
 - MnCCC must provide a subject matter expert to assist TriMin in training when requested by TriMin



- The training will be delivered via virtual training events, training videos, or live at MnCCC events (including participating in open forum discussions during live meetings)
- If MnCCC signs a new county, or requests individual county training, training hours will not be included in the 6 to 10 hours of live training. Instead, this training will be covered under direct support

3. (Section II G from the Master Agreement) Modernization Hours

The IFSpi infrastructure modernization projects fund to increase to 6,000 person hours during this three-year agreement, initially allocated at 2,000 hours for each calendar year, with bi-monthly report out on specific progress made against approved plans and hours logged. Should 2,000 hours not be sufficient for the demand/needs in this area, then additional hours may be authorized by MnCCC during a calendar year, including the allocation of hours from future years, and/or new hours chargeable at time and materials rates, per **Section 4** this Amendment to the Master Agreement.

Should TriMin fail to utilize 2,000 hours in support of IFSpi infrastructure modernization during a given calendar year, then any unused hours will be rolled into the next calendar year(s). During year 3 of this agreement, if the balance of hours required for IFSpi infrastructure projects, based on actual activity in year 1 and year 2, is projected to be greater than remaining hours required to support known modernization projects then hours may be shifted to IFSpi functional enhancement activity to “consume” available hours. At this contract’s end (December 31, 2027) any unused hours will be carried over to future years, assuming future agreements are reached between TriMin and Customer.

4. (Attachment A in the Master Agreement) Fees. In consideration of the Services, Customer shall pay TriMin the following annual support fees

<u>Support Elements</u>	<u>Support Fees</u> <u>2025</u>	<u>Support Fees</u> <u>2026</u>	<u>Support Fees</u> <u>2027</u>
Level 1 Support	\$ 162,750.00	\$ 168,446.25	\$ 174,341.87
Level 2/3 Support	\$ 666,750.00	\$ 700,087.50	\$ 735,091.88
Infrastructure Modernization Projects	\$ 287,000.00	\$ 301,350.00	\$ 316,417.50
Annual Contract Total	\$ 1,116,500.00	\$ 1,169,883.75	\$ 1,225,851.24

IFSpi Release Update Fees

Direct Support Fees	2025	2026	2027
Hourly Rates	\$ 190.00	\$ 200.00	\$ 210.00



5. New Entity Addition.

For each new Licensed instance of IFSpi, TriMin will provide the following Direct Support Services:

- Discovery meeting to perform a gap-fit analysis.
 - TriMin will create a Statement of Work for the implementation work that was planned for during the Discovery meeting.
 - If specific enhancements or interfaces are needed for a new installation, these enhancements will be covered under a separate Statement of Work.
 - MnCCC will provide a business line expert that can help identify and scope needed enhancements for the new installation.
- Kick-off Meeting - In this meeting, you will determine a schedule for implementing IFS and develop a plan for conversion and technical training.
 - Installation
 - Migration (if needed)
 - Technical training
- MnCCC must provide a subject matter expert to assist TriMin in training when requested by TriMin
- Go-Live support will be provided by TriMin
- The above tasks will be billed on an hourly basis at the agreed upon rate outlined in the Statement of Work, which will be provided by TriMin.
- For each entity added, 50% of the yearly support fee paid by the new entity to MnCCC will be added to TriMin's annual contract fee.
- TriMin is open to an addendum to this contract, which would include TriMin acting as a selling agent for MnCCC or negotiating a royalty agreement for future software sales, if desired.

6. Term and Termination.

The term of this Agreement shall be January 1, 2025, to December 31, 2027, inclusive, unless earlier terminated prior to expiration as provided by herein.

This Agreement may be terminated prior to expiration by MnCCC or by TriMin for default, and by written notice of default given by the non-breaching party, and to be effective upon expiration of a designated cure period of not less than thirty (30) days', unless the party alleged to be in default has cured such default(s) within such thirty (30) day cure period.

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

Accepted and Agreed for
TriMin Systems, Inc.:

Signed
By: Erin Hultgren
Name: Erin Hultgren
Title: Director of Government Solutions
Date: 6/18/2024

Accepted and Agreed for
MnCCC:

Signed
By: [Signature]
Name: Randy Jensen
Title: MnCCC Chair
Date: 6/15/2024

Accepted and Agreed for
MnCCC:

Signed
By: [Signature]
Name: Lisa C. Meredith
Title: Executive Director
Date: 6/5/2024

Accepted and Agreed for
MnCCC:

Signed
By: Martha Monsrud
Name: Martie Monsrud
Title: IFS Advisory Committee Chair
Date: 6/3/2024

BOARD RATIFICATION STATEMENT

Due back to MnCCC by September 6, 2024

The Board of _____ has ratified the Professional Services Agreement between TriMin Systems Inc. and the Minnesota Counties Computer Cooperative (MnCCC) for the maintenance and support of IFS. The Agreement will be effective January 1, 2025, through December 31, 2027. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this agreement.

Signed: _____

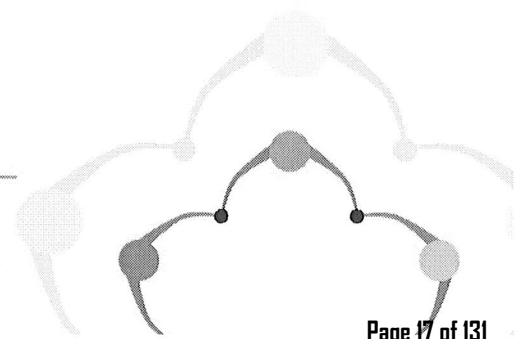
Board Chair

Date: _____

Attest: _____

Title: _____

Date: _____



AGREEMENT FOR NURSING STUDENT CLINICAL EXPERIENCES

THIS AGREEMENT is between **Becker County Public Health** hereafter referred to as “Agency,” and the **North Dakota State University School of Nursing** hereinafter referred to as “NDSU.”

WHEREAS, NDSU has a program for qualified students preparing for careers in health care professions; and **WHEREAS**, **AGENCY** has the necessary facilities and/or resources needed by NDSU and desires to contribute to the success of NDSU’s Baccalaureate Degree in Nursing (BSN) and Doctor of Nursing Practice (DNP) programs by making certain facilities and services available for student instruction; and **WHEREAS**, it is in the mutual benefit of both NDSU and the **AGENCY** to cooperate in promoting quality education; and

NOW THEREFORE, it is mutually agreed by said parties as follows:

I. NDSU SHALL:

- A. Assume responsibility for the overall instruction and administration of the student’s program.
- B. Establish standards for selection and employment of faculty employed primarily to teach students. The instructors will be responsible for the overall planning, directing and grading the student’s learning experience.
- C. Appoint a faculty supervisor from its staff for all students participating in the program.
- D. Assure **AGENCY** that Students and faculty have been instructed to respect and function according to the policies of **AGENCY**, especially regarding confidentiality.
- E. Communicate with **AGENCY** regarding planning and evaluation of the experience. As part of the communication, meetings will be held to familiarize and update institutional and student objectives; and familiarize and update the program faculty with **AGENCY** philosophy, objectives, and expectations.
- F. Designate the students who are enrolled in the health care program to be assigned for clinical practicum at **AGENCY**, in such numbers as are mutually agreed to by both parties.
- G. Consult and coordinate periodic conferences between appropriate representatives of NDSU and **AGENCY** to evaluate the overall clinical experience. Informal conferences may be initiated by either party as necessary during the school year.
- H. NDSU shall be able to provide evidence, on request, of professional liability coverage for students in the minimum amount of \$1,000,000 per occurrence and \$5,000,000 annual aggregate.

NDSU will provide **AGENCY** with written notice in the event of cancellation, non-renewal or material change in any described policy.

- I. Provide **AGENCY** with appropriate documentation, upon request, that shows that each student assigned to the care of the patients has received immunization for measles, mumps and rubella in conformance with **AGENCY** policy and a negative tuberculosis test within the past 12 months. Education Institution shall inform the students that they are not to participate in the care of patients if they have an active infection or a contagious illness (e.g., cold, flu, gastrointestinal upset, rash, fever, sore throat, etc.).
- J. NDSU shall, in a timely manner at either NDSU's expense or the student's expense, conduct (or have conducted) a multistate criminal background check on each student assigned to the Program.
- K. Status: Under this Agreement, the student's participation, supervision and use of preceptors may vary, depending on the type of clinical rotation in which the student will be participating. The categories of supervision may be as follows and shall be agreed upon by the parties in advance:
 - a) Supervision by NDSU: The student will be under the direct supervision of NDSU's faculty member appointee for that purpose. The faculty member shall have primary responsibility for the education and conduct of the students, unless other special arrangements are made pursuant to (b) or (c) below. The **AGENCY** will provide the overall supervision of the students and faculty who are on-site at their Agency and will be responsible for the patient care provided by their **AGENCY** at all times.
 - b) Observers: Special arrangements must be made in advance if students under any program are to be observers only. Such students will not function in any capacity assisting **AGENCY** staff or others in providing care to patients or in performing any care-related duties. Such students shall be under the direct supervision of a (n) **AGENCY** member.
 - c) **AGENCY** Preceptors: Arrangements must be made in advance for any students who are not to be directly supervised by NDSU's faculty. **AGENCY** will collaborate with NDSU to identify and appoint a preceptor for such student or students. A preceptor shall be defined as an employee of **AGENCY** who is designated by **AGENCY** to supervise students. A description of the specific duties and responsibilities of the **AGENCY** preceptor shall be maintained by both parties.

II. AGENCY shall, at the discretion of the Director,

- A. Accept qualified students of NDSU for clinical practicum experiences as planned with the faculty. **AGENCY** may exclude any student who does not meet the requirements of **AGENCY** policy, including but not limited to, the requirement of being free from contagious diseases. **AGENCY** shall provide overall supervision of students and/or faculty that are on-site participating in patient care at their facility. The **AGENCY** will also be responsible for direct or indirect supervision of the students depending on the type of clinical rotation that the student is completing. **AGENCY** shall also provide the physical facilities and the equipment necessary for the clinical education experience.

- B. Provide a reasonable amount of time for orientation of new faculty and students, joint conferences for planning with instructors, and for such other assistance that is mutually agreeable.
 - C. Provide a room for pre- and post-clinical conferences for students and faculty, as needed.
 - D. Have the ultimate responsibility for the quality of care given to its clients.
 - E. Maintain its health care delivery services without reliance on students.
 - F. Cooperate with faculty members teaching in the selection of student learning experience appropriate to the level of each student's abilities.
 - G. Have the right to terminate the use of any of its facilities by any student or faculty member for violation of AGENCY rules, regulations, procedures, and policies.
AGENCY agrees that such action will not normally be taken until the grievance against any faculty member or student has been discussed with the appropriate representatives of the NDSU however, AGENCY shall be free to exercise its discretion in the matter without consultation with NDSU representatives.
 - H. Maintain the confidentiality of any educational records pertaining to students pursuant to the Family Educational Rights and Privacy Act. AGENCY cannot transfer to any third party or allow access to third parties to the educational records in violation of the Family Educational Rights and Privacy Act, and if it does, so it may be prohibited from future access to educational records of the students from NDSU for a period of not less than five years.
- III. The students assigned to AGENCY shall be and remain students of NDSU and shall in no sense be considered employees of AGENCY except when they may be employed by AGENCY during time free from the educational program.
 - IV. Students and faculty members who are injured or become ill while at AGENCY shall immediately request permission to leave the premises or report to the appropriate area for emergency treatment. Hospital and medical costs arising from such injury or illness shall be the sole responsibility of the individual party and not the responsibility of AGENCY.
 - V. AGENCY certifies that it has in place policies that protect NDSU students and employees from sexual harassment and discrimination, to include age, color, disability, gender expression/identity, genetic information, marital status, national origin, public assistance status, sex, sexual orientation, status as a U.S. veteran, race or religion, while they are onsite during this Agreement. AGENCY agrees to provide NDSU with copies of its non-discrimination and sexual harassment policies.
 - VI. This agreement shall commence effective the date first written below, and continue indefinitely, until such time as it is terminated by either party. This agreement may be terminated at will earlier by either party, upon 30 days written notice to the other party. Early termination of this Agreement will not affect a student currently participating in a clinical rotation at the AGENCY and said students will be allowed to complete their rotation

unless the student has been terminated from the AGENCY as detailed in Section II (G) of this Agreement.

- VII. No modification, change or amendment of this agreement shall be effective until reduced to a written document, signed by both parties. This agreement may not be assigned by either party, without the consent of the other party.
- VIII. AGENCY agrees that in fulfilling the duties of this agreement, AGENCY is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. NDSU is not responsible for issues or challenges related to compliance with the ADA beyond its own use of NDSU facilities or provision of other services covered by the ADA.
- IX. NDSU and AGENCY shall each bear their own costs associated with this agreement and no payment is required by either the NDSU or AGENCY. AGENCY is not required to reimburse the NDSU faculty or students for any services rendered to the facility or its patients pursuant to this agreement.
- X. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership, joint venture, or joint enterprise between the parties.
- XI. Except as may be required or permitted by applicable law, patient authorization, court order or subpoena, NDSU, its employees and students agree not to release confidential patient information. NDSU agrees to notify AGENCY if NDSU employees or students are requested to provide any such information or are the subject of any court order or subpoena seeking such information. Such notice shall be given within sufficient time to allow AGENCY to review the request and to take necessary steps to object to such request, subpoena or court order. This provision shall survive the termination of this Agreement. Further, NDSU agrees that its employees and students shall comply with AGENCY policies including, but not limited to, AGENCY Privacy Policy implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and HIPAA's implementing privacy regulations, 45 C.F.R. § 165.500, et seq. ("Privacy Regulations") and shall comply with all requirements with respect to protected health information (PHI) as defined in HIPAA in the same manner as any other member of AGENCY workforce. NDSU, its employees and students shall not copy or remove any PHI from AGENCY.
- XII. All matters relating to the validity, construction, performance or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the State of North Dakota. All legal actions initiated with respect to or arising from this Agreement or any provision contained herein shall be initiated, filed and venued solely and exclusively in the State of North Dakota District Court located in the City of Fargo, County of Cass, State of North Dakota.
- XIII. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. However, in making proof hereof it will be necessary to produce only one copy hereof signed by the party to be charged. A copy of a document bearing a signature, whether said copy is produced by

photocopy, facsimile, or other electronic methods, will be considered to have the same effect as the original executed copy and will be binding on a party whose signature appears in that manner.

Except as herein amended, the provisions of the Agreement remain in full force and effect.

IN WITNESS THEREOF, this Agreement has been executed by and on behalf of the parties hereto the day and year as appears to the signatures below.

**Becker County Public Health
712 Minnesota Ave
Detroit Lakes, MN 56501**

By: _____
Signature of person responsible for agency contracts

Date: _____

Printed Name of person responsible for agency contracts

Phone: _____

NORTH DAKOTA STATE UNIVERSITY

By: _____
Carla Gross, PhD, RN
Associate Dean and Associate Professor of Practice
School of Nursing

Date: _____

By: _____
Teresa Conner, PhD, PT, MBA
Dean and Professor, College of Health and Human Sciences

Date: _____



BECKER COUNTY

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7311

MEMORANDUM FOR ACTION

Date: September 3, 2024

SUBJECT: Award 2024 Bud Capping Contract

TO: Becker County Board of Commissioners

1. Discussion: NRM received two quotes for bud capping (tree browse protection) in 2024.
2. Funding: Resource Development Fund
3. Action request: Approve low quote to Great Lakes Forestry LLC at \$15,471.30.
4. The point of contact for this memorandum is Mitch Lundeen/Steve Skoog

Distribution: Board of Commissioners, County Administrator



BECKER COUNTY BUD CAPPING QUOTE 2024

Quotes due July 20, 2023 at 3:00PM

This is a Total Bid Price Quote. Contract will be awarded on total bid of all tracts.

<u>Tract</u>	<u>Legal Description</u>	<u>Completion Date</u>	<u>Estimated Acres</u>	<u>Cost Per Acre</u>
BC-24-01	SWNE S 7 139-36		10.0	39.00
BC -24-02	SWNW, NWSW S20 142-37 SESE S 19 142-37		16.6	39.00
BC-24-03	WNW S23 139-36		23.0	39.00
BC-24-04	NENW S 8 140-36		4.6	39.00
BC-24-05	SENE S 33 142-37 SWNW NWSW S 34 142-37		47.0	39.00
BC-24-06	WSE S 29 142-37		18.8	39.00
BC-24-07	NSE, NESW S 33 142-37		23.8	39.00
BC- 24-8	SENE, NWSE S17 142- 37		25.7	39.00
BC-24-9	SWSW S 9 142-37 NWNW S 16 142-37		13.4	39.00
BC-24-10	NWNW S 16 142-37		19.9	39.00
BC-24-11	NWSW S 3 142-37 NESE S 4 142-37 NENE S9 142-37 NWNW S 10 142-37		22.1	39.00
BC-24-12	WSE S 19 142-37		20.0	39.00
BC-24-13	SE, ESW S 26 142-38 SENE S 27 142-38		61.0	39.00
BC-24-14	ESE, SENE S 2 141-38		47.2	39.00
BC-24-15	SENE, SWNW< NWSW S22 139-36		13.4	39.00
BC-24-16	NESW S 9 142-37		30.2	39.00
QUOTE TOTAL FOR ALL TRACTS				\$ 15,471.30

Date 8/20/24

Signature

Title

Owner

Printed Name

Alfredo Aguilar

Company Name

Great Lakes Forestry LLC

Address

800 Wisconsin St, Mailbox 92
Eau Claire, WI 54603

Telephone

715-530-2968 Fax N/A

E-mail

greatlakesforestryllc@gmail.com



BECKER COUNTY BUD CAPPING QUOTE 2024

Quotes due July 20, 2023 at 3:00PM

This is a Total Bid Price Quote. Contract will be awarded on total bid of all tracts.

Tract	Legal Description	Completion Date	Estimated Acres	Cost Per Acre
BC-24-01	SWNE S 7 139-36	10/18/24	10.0	40.72
BC-24-02	SWNW, NWSW S20 142-37	10/18/24	16.6	40.72
	SESE S 19 142-37			
BC-24-03	WNW S23 139-36	10/18/24	23.0	40.72
BC-24-04	NENW S 8 140-36	10/18/24	4.6	40.72
BC-24-05	SENE S 33 142-37	10/18/24	47.0	40.72
	SWNW NWSW S 34 142-37			
BC-24-06	WSE S 29 142-37	10/18/24	18.8	40.72
BC-24-07	NSE, NESW S 33 142-37	10/18/24	23.8	40.72
BC-24-8	SENE, NWSE S17 142- 37	10/18/24	25.7	40.72
BC-24-9	SWSW S 9 142-37	10/18/24	13.4	40.72
	NWNW S 16 142-37			
BC-24-10	NWNW S 16 142-37	10/18/24	19.9	40.72
BC-24-11	NWSW S 3 142-37	10/18/24	22.1	40.72
	NESE S 4 142-37			
	NENE S9 142-37			
	NWNW S 10 142-37			
BC-24-12	WSE S 19 142-37	10/18/24	20.0	40.72
BC-24-13	SE, ESW S 26 142-38	10/18/24	61.0	40.72
	SENW S 27 142-38			
BC-24-14	ESE, SENE S 2 141-38	10/18/24	47.2	40.72
BC-24-15	SENW, SWNW< NWSW S22 139-36	10/18/24	13.4	40.72
BC-24-16	NESW S 9 142-37	10/18/24	30.2	40.72
QUOTE TOTAL FOR ALL TRACTS				\$ 16165.84

Date

08/20/24

Signature

Title Contract Manager

Printed Name Amy Thomas

Company Name THOMAS FORESTRY

Address 682 Swanson Rd SE
Bemidji, MN 56601

Telephone 218 407 7286 Fax —

E-mail CONTACT@THOMASFORESTRY.COM



BECKER COUNTY

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7311

MEMORANDUM FOR ACTION

Date: September 3, 2024

SUBJECT: Approve Fall 2024 Timber Auction Tracts

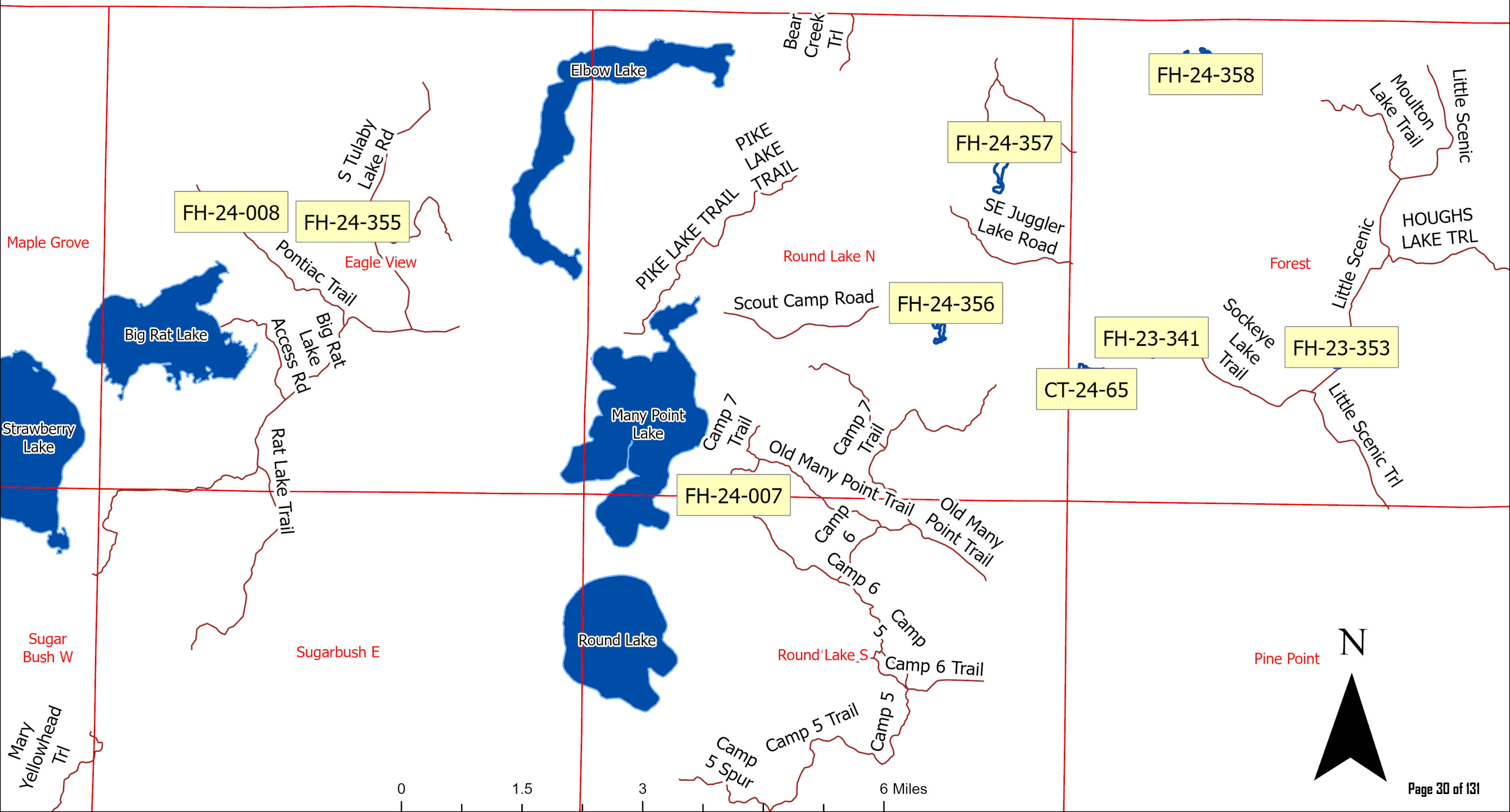
TO: Becker County Board of Commissioners

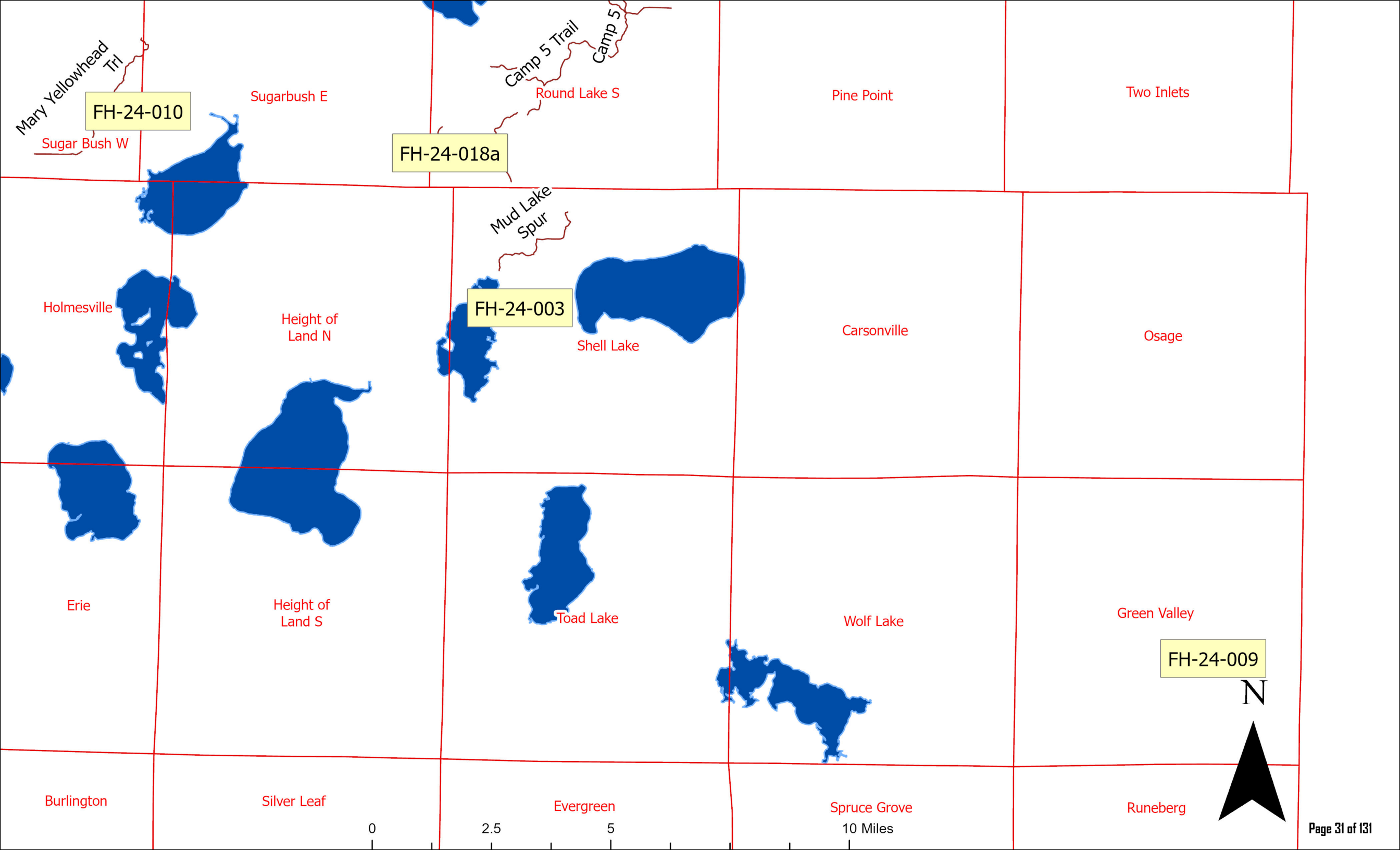
1. Discussion: Approve 13 Timber Sale Tracts to be offered at the October 4th Timber Auction. Total acres offered are 485 acres. Total cords offered are 8,882. Appraised value of \$141,796.00.
2. Action request: Seeking a motion to approve 13 tracts to be offered at the Fall 2024 timber auction.
4. The point of contact for this memorandum is Mitch Lundeen/Steve Skoog

Distribution: Board of Commissioners

Summary of Timber Tracts Offered - Fall Auction - October 4, 2024

TRACT #	PROJECT #	PERMIT #	TOWNSHIP DESCRIPTION SECTION-TWP-RANGE	ACRES	SPECIES	VOLUMN CORDS	TOTAL CORDS	APPRAISED VALUE	25% DOWN PAYMENT
1	FH-24-018A	24-16A	ROUND LAKE SOUTH	100.57			2035	\$ 28,810.00	\$ 7,202.50
			SE1/4 NW1/4; SW1/4 NE 1/4; E1/2 NE1/4;NE1/4 SW1/4 LOTS 2 & 3 N1/2 SE1/4 31-141-38		OAK, RED-BOLTS OAK, RED-PULP BASSWOOD-MIXED ASPEN-MIXED SUGAR MAPLE-MIXED BIRCH-MIXED	280 390 600 300 375 90			
2	FH-24-357	24-17A	ROUND LAKE NORTH	40.1			1020	\$ 18,695.00	\$ 4,673.75
			W30 AC OF SW1/4 SW 1/4 N1/2 SW1/4 E10 AC OF SW1/4 SW1/4 12-142-38 NW1/4 NW1/4 13-142-38		ASPEN-MIXED BIRCH-MIXED NORTH HARDWOOD-MIXED	935 65 20			
3	FH-24-003	24-18A	SHELL LAKE	47.41			925	\$ 13,735.00	\$ 3,433.75
			SE 1/4 NW1/4 NW1/4 SE1/4 SE1/4 SW1/4 NE1/4 SW1/4 17-140-38		ASPEN-MIXED BASSWOOD-MIXED SUGAR MAPLE-MIXED BIRCH-MIXED	560 185 115 65			
4	FH-24-358	24-19A	FOREST	33.88			647	\$ 12,847.00	\$ 3,211.75
			SW1/4 NW1/4 SE1/4 LOT 2 & SW1/4 NE1/4 EX 7.39 AC FOR HWY LOT 3 & SE1/4 NW1/4 EX 6.3 AC FOR HWY 5-142-37		ASPEN-MIXED BIRCH-MIXED PINE NORWAY-BOLTS PINE NORWAY-PULP	555 25 55 12			
5	FH-24-010	24-20A	SUGAR BUSH W	50.58			1020	\$ 12,015.00	\$ 3,003.75
			E1/2 NE1/4 W1/2 NE1/4 & NW1/4 SE1/4 25-141-40		ASPEN-MIXED OAK-MIXED SUGAR MAPLE-MIXED BIRCH-MIXED BASSWOOD-MIXED	225 150 275 100 270			
6	FH-24-356	24-21A	ROUND LAKE NORTH	35.45			695	\$ 10,780.00	\$ 2,695.00
			E1/2 NW1/4 26-142-38 NW1/4 SE1/4 NE1/4 SW1/4 SE1/4 SW1/4 23-142-38		ASPEN-MIXED BIRCH-MIXED FIR, BALSAM-MIXED SPRUCE, WHITE-MIXED	475 110 75 35			
7	FH-24-355	24-22A	EAGLE VIEW	21.06			560	\$ 9,915.00	\$ 2,478.75
			NW1/4 SW1/4 & SE1/4 SW1/4 SW1/4 SW1/4 15-142-39 NE1/4 SE1/4 SE1/4 SE1/4 16-142-39		ASPEN-MIXED BIRCH-MIXED NORTH HARDWOOD-MIXED	475 75 10			
8	FH-23-353	24-23A	FOREST	27.89			485	\$ 7,425.00	\$ 1,856.25
			NW1/4 27-142-37		ASPEN-MIXED PINE, NORWAY-BOLTS PINE, NORWAY-PULP PINE, JACK-MIXED SPRUCE, WHITE-MIXED	195 50 190 35 15			
9	FH-24-009	24-24A	GREEN VALLEY	12.47			280	\$ 6,490.00	\$ 1,622.50
			S1/2 SW1/4 NW1/4 SW1/4 23-139-36		PINE, NORWAY-MIXED SPRUCE, WHITE-MIXED	250 30			
10	FH-24-007	24-25A	ROUND LAKE NORTH/SOUTH	20.85			340	\$ 6,410.00	\$ 1,602.50
			SE1/4 SE1/4 NW1/4 SE1/4 NE1/4 SE1/4 SW1/4 SE1/4 32-142-38 LOTS 1 & 2 5-141-38		ASPEN-MIXED NORTH HARDWOOD-MIXED	330 10			
11	CT-24-65	24-26A	FOREST	63.95			315	\$ 5,740.00	\$ 1,435.00
			LOTS 2 & 3 SE1/4 NW1/4 & NE1/4 SW1/4 LOT 4 & SE1/4 SW1/4 30-142-37		PINE, NORWAY-BOLTS PINE, NORWAY-PULP	115 200			
12	FH-23-341	24-27A	FOREST	19.42			335	\$ 5,360.00	\$ 1,340.00
			W1/4 SW1/4 20-142-37 NW1/4 NW1/4 29-142-37		ASPEN-MIXED BIRCH-MIXED PINE, JACK-MIXED TAMARACK-MIXED	230 90 10 5			
13	FH-24-008	24-28A	EAGLE VIEW	11.66			225	\$ 4,275.00	\$ 1,068.75
			NE1/4 SW1/4 NW1/4 SE1/4 17-142-39		ASPEN-MIXED	225			





FH-24-010

FH-24-018a

FH-24-003

FH-24-009

Sugar Bush W

Camp 5 Trail
Camp 5
Round Lake S

Mud Lake Spur

Holmesville

Height of Land N

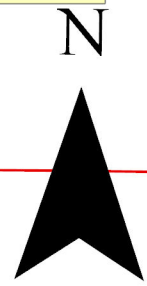
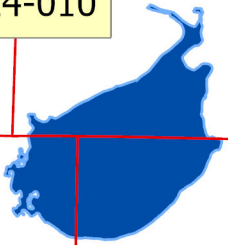
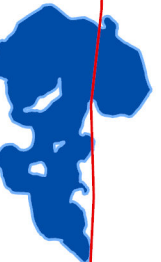
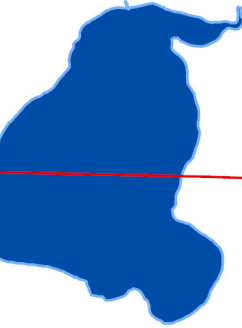
Shell Lake

Toad Lake

Wolf Lake

Height of Land S

Erie



0 2.5 5 10 Miles



BECKER COUNTY

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7311

MEMORANDUM FOR ACTION

Date: September 3, 2024

SUBJECT: NRM Department Snowmobile Purchase Request

TO: Becker County Board of Commissioners

1. Discussion: NRM received 8 quotes/price estimates for a snowmobile. A lighter nimbler snowmobile will help staff get to remote locations to prepare timber sales, conduct forest inventory, and monitor snowmobile trails more efficiently.
2. Funding: Resource Development Fund
3. Action request: Approve NRM Department to purchase a snowmobile not to exceed \$11,000.
4. The point of contact for this memorandum is Mitch Lundeen/Steve Skoog

Distribution: Board of Commissioners, County Administrator

Snowmobile Quotes 2024										All come with 1 year warranty		
Year	Make	Model	Stroke	Dry Weight (lb)	Track Width	Track Length	Dealer	Location	Cost	Notes		
2025	Ski Doo(Bomb)	Tundra 600EFI	2	491	16	154	Lakes Areas Po	Walker	\$ 10,024.00	Liquid Cooled,Ski Doo Government Ra	Best Value	
2024	Polaris	Voyageur ProStar	4	592	15	146	Lakes Areas Po	Walker	\$ 13,715.00	Liquid Cooled, 998 cc		
2024	Polaris	Voyageur 155	2	478	15	155	Lakes Areas Po	Walker	\$ 10,499.00	Fan cooled, 544cc		
2024	Polaris	Titan 650	2	667	20	155	Polaris Sales	Medina	\$ 17,125.00	Sourcewell/Gov Contract only option		
2024	Ski Doo(Bomb)	Expedition	2	530	16	154	UMOTORS	DL	\$ 11,149.00	Liquid Cooled		
2024	Ski Doo(Bomb)	Skandic	2	596	20	154	Bemidji Power	Bemidji	\$ 12,539.00	Government contract priced		
2024	Polaris	Voyageur 155 550	2	478	15	146	Bemidji Power	Bemidji	\$ 9,695.00	fan cooled Government contract priced	Lowest Price	
2025	Polaris	Voyageur 650	2	472	15	146	Okeson Offtrail	DL	\$ 13,000.00	liquid cooled with gov rebate		

2025 FEDERAL BOATING SAFETY EQUIPMENT GRANT APPLICATION

DEADLINE - August 23, 2024

See application instructions for details

SUBMIT VIA EMAIL TO:
Kelly Affeldt
MN DNR - Boat & Water Safety
500 Lafayette Road
St. Paul, MN 55155-4047
Kelly.Affeldt@state.mn.us

Becker
County

Deputy Nicholas Daniel
Contact

(218) 849-3036
Phone

Item Number	Description of Item, Intended Use & <u>Justification</u> <i>Note if use will include activities other than boating safety and the prorated percentage for boating safety that is being requested. SCUBA equipment requires 25% county contribution.</i>	Quantity	Cost, Including Accessories, Shipping, Tax & Set-Up	
			For Each	Total Cost
1	Sionyx Night Vision camera for boat. The camera would be mounted on top of our main patrol boat. This camera would greatly increase the Sheriff's Office's ability to respond to search and rescue incidents on the lake at night. The camera would also increase our ability to enforce Recreational Boater safety by allowing deputies to see boats without navigation lights and illegal operation activities after hours. This is a major problem on the over 400 lakes in Becker County.	1	\$ 3,013.60	\$ 3,014
2	Power Steering Pump for Patrol Boat. The Becker County Sheriff's Office's Main patrol boat is a 22" center console with a 250HP outboard motor. The boat can be difficult to steer for long periods of time. The power steering pump would allow deputies to stay on the water longer during search and rescue incidents. This would also allow deputies to patrol longer increasing recreational boater safety on the lakes without them getting tired steering the boat.	1	\$ 4,624.54	\$ 4,625
				\$ -
				\$ -
TOTAL - THIS APPLICATION				\$ 7,638


Allowable Expenditures:

Equipment or supplies used for the recreational boating safety program in the county, including:

a. Boats, motors & trailers used primarily for boating safety

b. Other equipment, electronics, buoys etc., as noted on the application instructions, to the extent they are used for the boating safety program, with adequate justification.

NOTE: If approved by DNR, no purchase allowed until 01/01/25 or grant is fully executed (whichever is later). County must receive and pay for items by 08/01/25. Grant amendment form needed if you cannot make purchasing requirements. Reimbursement invoice must be submitted no later than 30 days after expiration of grant (08/31/25).


Signature
8/21/2024
Date



www.jkmarine.com

DETROIT LAKES LOCATION
24147 Wine Lake Road
Detroit Lakes, MN 56501
(218) 847-0324

Estimate: 1559
SHERIFF, BECKER COUNTY

Estimate: 1559
Cust: 41984 - BECKER COUNTY
SHERIFF
Address: 925 LAKE AVE
DETROIT LAKES, MN
Postal/Zip: 56502
Phone#(res): 218-847-2661
Cell Phone: 612-968-7804
Email: nicholas.daniel@co.becker.mn.us

Author: JMISCHKE
Scheduled Date:
Promised Date:
Marina Locn:

Date In: 15 AUG 24
Completed Date:
Stock No:
Exterior Color:
Brand: FIBERGLASS CENTER
CONSOLE
Model:
Serial#: SVTL2237B424
Engine: 250 SUZUKI
Engine#: 25003F-440697
Trailer:
Trailer#:



Job #1 - External
INSTALL NIGHT VISION CAMERA

Labor		Hours	Rate	Total
Code	Description			
MISC	INSTALL NIGHT VISION	3	160.00	480.00

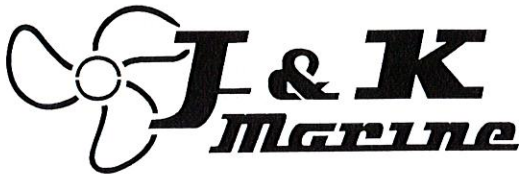
Other Services		Qty	Price	Total
Code	Description			
SST	SHOP SUPPLIES - TAXABLE	1	33.60	33.60
M	NIGHT VISION CAMERA	1	2,500.00	2,500.00
Subtotal for Job #1:				3,013.60

Parts Total: 0.00
Labour Total: 480.00
Sublet Total: 0.00
Extras Total: 2,533.60
Tax Total: 0.00
Estimate Total: 3,013.60

Customer Signature : _____

Date: 15 Aug 2024





www.jkmarine.com

DETROIT LAKES LOCATION
24147 Wine Lake Road
Detroit Lakes, MN 56501
(218) 847-0324

Estimate: 1558
SHERIFF,
BECKER COUNTY



Estimate: 1558
Cust: 41984 - BECKER COUNTY
SHERIFF
Address: 925 LAKE AVE
DETROIT LAKES, MN
Postal/Zip: 56502
Phone#(res): 218-847-2661
Cell Phone: 612-968-7804
Email: nicholas.daniel@co.becker.mn.us

Author: JMISCHKE
Scheduled Date:
Promised Date:
Marina Locn:

Date In: 15 AUG 24
Completed Date:
Stock No:
Exterior Color:
Brand: FIBERGLASS CENTER
CONSOLE
Model:
Serial#: SVTL2237B424
Engine: 250 SUZUKI
Engine#: 25003F-440697
Trailer:
Trailer#:

Job #1 - External
INSTALL POWER STEERING SYSTEM

Labor Code	Description	Hours	Rate	Total
MISC	INSTALL STEERING ASSIST SYSTEM	6	160.00	960.00

Parts Part #	Description	Qty	Price	Total
3004.6639	SEASTAR PRO POWER ASSIST 12/24	1	2,753.53	2,753.53
3004.6426	SEA STAR PRO OUTBOARD HOSE KIT	1	433.10	433.10
3004.6423	SEA STAR PRO OUTBOARD HOSE KIT	1	390.76	390.76

Other Services Code	Description	Qty	Price	Total
SST	SHOP SUPPLIES - TAXABLE	1	67.20	67.20
M	STEERING FLUID	1	19.95	19.95

Subtotal for Job #1: 4,624.54

Parts Total: 3,577.39
Labour Total: 960.00
Sublet Total: 0.00
Extras Total: 87.15
Tax Total: 0.00
Estimate Total: 4,624.54

Customer Signature : _____

Date: 15 Aug 2024



LABOR AGREEMENT
BETWEEN
BECKER COUNTY
AND
BECKER COUNTY HUMAN SERVICES SUPERVISORS ASSOCIATIONS

January 1, ~~2023~~ 2024 through December 31, ~~2023~~ 2026

ARTICLE I PURPOSE OF AGREEMENT

- 1.1 This Memorandum of Agreement, hereinafter referred to as the Agreement, is entered into between the County of Becker, hereinafter called the Employer, and the Becker County Human Services Supervisors Association, hereinafter called the Association. The intent and purpose of this Agreement is to:
- 1.11 Express in written form the complete Agreement between the parties on hours, wages, and other conditions of employment, and to specify the duration of this Agreement.
 - 1.12 Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of provisions set forth in this Agreement.

These parties recognize that this Agreement is not intended to modify any of the authority vested in the County of Becker by the statutes of the State of Minnesota, except as provided in this Agreement.

ARTICLE II RECOGNITION

The Employer recognizes the Association as the exclusive representative for the unit of Becker County employees composed as follows:

All supervisory employees of Becker County Human Services Department, Detroit Lakes, Minnesota, who are public employees within the meaning of Minn. Stat. §179A.03, subd. 14, excluding confidential, and all other employees, as identified by the Bureau of Mediation Services, certification of exclusive representative dated August 30, 1993.

ARTICLE III DEFINITIONS

- 3.1 The terms used in this Agreement shall be defined as follows:
- 3.11 **Base Pay Rate:** The employee's monthly pay rate.
 - 3.12 **Continuous Service:** Unceasing service from last date of hire, including approved leaves of absence and periods of layoff if return from layoff was upon recall.
 - 3.13 **Days:** Unless otherwise indicated, means working days. (Monday through Friday, exclusive of holidays.)
 - 3.14 **Demotion:** A change by an employee from a position in one work classification to a position in another classification with less responsible duties and lower compensation.
 - 3.15 **Department:** The Becker County Human Services Department.
 - 3.16 **Emergency:** A situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action as determined by the Employer.

- 3.17 **Employee:** A member of the exclusively recognized bargaining unit defined in the Agreement.
- 3.18 **Employer:** Becker County Board of Commissioners and its designated representatives.
- 3.19 **Full Month of Service:** One (1) calendar month of continuous service.
- 3.20 **Layoff:** Separation from service with the Employer, necessitated by lack of work, lack of funds, or other reasons without reference to incompetence, misconduct, or other behavioral considerations.
- 3.21 **Leave of Absence:** An approved absence from work duty during a scheduled work period with or without compensation.
- 3.22 **Probationary Period:** The first six (6) months of service of newly hired or rehired employees.
- 3.23 **Pyramiding:** The payment of more than one form of premium compensation for the same hours of work.
- 3.24 **Regular Employee:** A member of the exclusively recognized bargaining unit defined in this Agreement who has completed the required probationary period of newly hired or rehired employees.
- 3.25 **Service:** Service means personal service or by certified mail.
- 3.26 **Transfer:** A change of an employee from one position to another position in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 3.27 **Trial Period:** The first six (6) months of service in a new position of a promoted or transferred employee.
- 3.28 **Association:** The Becker County Human Services Supervisors Association.
- 3.29 **Association Member:** A member of the Becker County Human Services Supervisors Association.
- 3.30 **Exempt Employee:** Employees exempt from the overtime provisions of the Federal Fair Labor Standards Act.
- 3.31 **Association Officer:** Officer elected or appointed by the Becker County Human Services Association.

ARTICLE IV ASSOCIATION SECURITY

- 4.1 In recognition of the Association as the exclusive representative, the Employer shall:

- 4.11 Cooperate with the association in facilitating the deduction each payroll period of an amount sufficient to provide the payment of dues established by the Association from the wages of all employees authorizing in writing such deduction, and
- 4.12 Remit such deduction to the appropriate designated officer of the Association.
- 4.13 The Association may designate certain employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.
- 4.14 The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgements brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE V EMPLOYER AUTHORITY

- 5.1 It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Employer; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reasons; to make and reenforce rules and regulations; to change or eliminate existing methods, equipment or facilities and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE VI RECRUITMENT AND SECECTION

- 6.1 The Employer is committed to hiring the most qualified candidate for County service. Positions where incumbents are reclassified shall not be considered vacant.
- 6.2 All newly hired or rehired employees will serve a six (6) month probationary period.
- 6.3 The Employer, at its sole discretion, may discipline or discharge a probationary employee, such action shall not be subject to the grievance procedure.
- 6.4 All employees promoted or transferred to a new position shall serve a six (6) month trial period.

- 6.5 The Employer may return a trial period employee to a position in his/her former classification and to his/her rate of pay immediately before transfer or promotion.
- 6.6 For a period of thirty (30) calendar days, the trial period employee shall have the right to revert to a position in his/her former classification, and to his/her rate of pay immediately previous to transfer or promotion. After the thirty (30) day period the employee may request such return, but the Employer shall be under no obligation to honor the request.
- 6.7 Probationary employees shall earn vacation and sick leave pursuant to Article XI and Article XII. Probationary employees shall be eligible to utilize accumulated vacation upon completion of six (6) months of service.

ARTICLE VII GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms or conditions of the Agreement.
- 7.2 Association Representatives: The Employer will recognize Representatives designated by the Association as the grievance representatives of the bargaining unit have the duties and responsibilities established by this Article. The Association shall notify the Employer in writing of the names of such Association representatives and of their successors when so designated, as provided by this Agreement.
- 7.3 Processing of a Grievance: It is recognized and accepted by the Employer and the Association that the processing of grievances as hereinafter provided the limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Association representative shall be allowed a reasonable amount of time off without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Association representative have notified and received the approval of the Employer who has determined that such absence is reasonable.
- 7.4 Procedure. Grievances, as defied by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's department head as designated by the Employer. The department head will discuss and give an answer to such Step 1 grievance within ten (10) calendar days to the grievant. A grievance not resolved in Step 1 shall be placed in writing and set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested, and shall be appealed to Step 2 by the Association within ten (10) working days, or it shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Association and discussed with the County Board or its designee. The County Board, or its designee, shall give the Association the Employee's answer in writing within ten (10) days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) working days following the County Board's or its designee's answer in Step 2. Any grievance not appealed in writing to Step 3 by the Association within ten (10) days shall be considered waived.

Step 3. A grievance not resolved in Step 2 of the grievance process may be submitted to the Bureau of Mediation Services by mutual agreement. It is recognized by the parties that the intervention of the BMS does not preclude either party from proceeding to arbitration. The use of the BMS is for a possible mediation resolution only.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act. The selection of an arbitrator shall be made in accordance with the rules as established by the Bureau of Mediation Services. Failure to select an arbitrator within ninety (90) days of receipt of the list of arbitrators from the BMS shall be considered a "waiver" of the grievance unless the delay in selection is caused by the Employer, or is mutually agreed upon by the parties in writing.

- 7.5 **Arbitrator's Authority:** The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Association, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator may not ignore the language of the Agreement to pursue the rule of the shop or other considerations beyond the scope of the written agreement. The arbitrator shall be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Association, and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- 7.6 **Arbitrator's Fees:** The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Association, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.
- 7.7 **Waiver:** If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a Grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer the grievance or an appeal

thereof within the specified time limits the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit of each step may be extended by mutual written agreement of the Employer and the Association.

- 7.8 Choice of Remedy: If, as a result of the written Employer response in Step 2, the grievance remains unresolved, and if the grievance involved the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed to either Step 4, or a procedure such as: Civil Service, Veterans Preference or Human Rights. If appealed to any procedure other than Step 4, the grievance is not subject to arbitration procedure as provided in Step 4. The aggrieved employee shall indicate in writing which procedure is to be utilized – Step 4 or another appeal procedure – and shall sign a statement to the effect the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4.

ARTICLE VIII NO STRIKE/NO LOCKOUT

- 8.1 Neither the Association, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, mass absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violates this Article, the Association shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline.

ARTICLE IX WORK SCHEDULES

- 9.1 This Article is intended to define the normal hours of work. Nothing herein shall be construed as a guarantee of hours per day of week.
- 9.2 Work Week: The normal work week shall be forty (40) hours, as determined by the department head.
- 9.3 Work Shift: Work shifts, staffing schedules, and the assignment of employees thereto shall be established by the Employer.
- 9.4 Work Schedule Changes: The Employer shall notify employees fourteen (14) calendar days in advance of any permanent changes in their work schedules. Temporary changes in work schedules including, but not limited to, early starts, early quits, or send homes shall be at the Employer's discretion.

- 9.5 No Pyramiding of Hours: The base pay rate shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of compensation.
- 9.6 Service to the public may require the establishment of work days that include work on Saturdays and/or Sundays.

ARTICLE X HOLIDAYS

- 10.1 Full-time employees shall be entitled to compensated time off for designated holidays, provided the employee is on compensated payroll status the last assigned work day preceding the holiday and the first assigned work day following the holiday.
- 10.2 Designated holidays are as follows: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.
- 10.3 When a holiday, as designated in this Article, falls on Sunday, the following day (Monday) shall be considered the holiday for employees or, when such holiday falls on Saturday, the preceding day (Friday) shall be considered the holiday for employees. An employee, regardless of his/her work schedule, shall receive the same number of holidays as an employee whose normal work week is Monday through Friday.
- 10.4 Holidays which occur within an employee's approved and compensated vacation period will not be chargeable to the employee's vacation time.

ARTICLE XI VACATIONS

- 11.1 Regular employees shall earn vacation based upon their years of service as follows: Vacation shall be accrued based on the bi-weekly payroll system

<u>Years of Service</u>	<u>Bi-Weekly</u>	<u>Total Hours</u>
0-2 years of	3.70	96
After 2 yrs through 4 yrs	4.62	120
After 4 yrs through 9 yrs	5.54	144
After 9 yrs through 18 yrs	6.47	168
Beginning 19+	7.39	192

- 11.2 Employees shall not be entitled to receive cash payment in lieu of leave for unused accumulated vacation leave hours except upon mutual agreement of the Employer and the employee. However, upon complete termination of employment, regular employees shall be paid for the unused accumulated vacation leave to their credit. Any vacation severance due to a terminating employee shall be paid at the employee's pay rate at the time of termination.
- 11.3 Employees may use accumulated vacation leave benefits as an extension of sick leave, provided all sick leave benefits have been exhausted. Vacation leave benefits utilized as

an extension of sick leave shall be subject to the same conditions regulating the use of sick leave.

- 11.4 No employee may accumulate more than 224 hours of vacation on the last day of each calendar year.
- 11.5 All vacation leave shall be scheduled with and approved by the Employer so that any vacation leave does not disrupt the operation of the department in which the employee is working.

ARTICLE XII SICK LEAVE

- 12.1 All regular employees shall be entitled to accrue 3.70 hours per bi-weekly pay period to a maximum of 96 hours per year. Sick leave not used during the calendar year maybe accumulated to a maximum of one hundred twenty (120) days (960 hours). After the maximum of one hundred twenty (120) days have been accrued, the time shall go into a sick leave bank only to be used when all of the one hundred twenty (120) regular days have been exhausted. A doctor's certificate may be required for sick leave absence of more than three (3) days duration, or if sick leave is used on more than three separate occasions during the year.
- 12.2 Earned sick leave may be used for absences from work necessitated by the following circumstances in accordance with MN Statute 181.9413,,: of sickness or injury to the employee, the employee's spouse, children or parents, result of which said employee to attend to their needs; and because of doctor's visits required by the employee, spouse, children, stepchildren, or parents.
- 12.3 To be eligible for sick leave payment, an employee must notify his/her designated supervisor prior to the starting time of his/her scheduled shift. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of the circumstances beyond the control of the employee.
- 12.4 The employer may require an employee who is absent from duty to undergo a medical evaluation and furnish a report from an appropriate medical authority, at the Employer's expense, that will enable the Employer to determine the employee's fitness for performance of his/her duties. When it is determined the employee's absence from duty is unnecessary, the Employer may require the employee to either return to work or resign.
- 12.5 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery from there, are, for all job-related purposes, temporary disabilities, and shall be treated as any other illness in connection with employment.
- 12.6 If an employee receives a work-related injury or sickness and is eligible for Worker's Compensation benefits, the Employer agrees to pay said employee an amount equal to the difference between the amount received from Worker's Compensation and his/her

regular salary, not to exceed his/her regular take home pay, for a period not to exceed sixty (60) days. Beyond sixty (60) days, the difference will be charged to the employee's sick leave account providing the employee chooses to receive his/her full salary.

- 12.7 Use of sick leave benefits for reasons, other than those stated in Section 12.2 of this Article shall be just cause for disciplinary action as provided by Article XI (Discipline).
- 12.8 Employees hired prior to January 1, 2014, with five (5) or more years of consecutive service shall be granted, upon separation, seventy percent (70%) of accrued sick leave as severance pay. All employees hired on or after February 25, 2014, will be subject to the following severance pay:

<u>Years of Service</u>	<u>Percent of Sick Leave</u>
5 yrs	40%
10 yrs	50%
15 yrs	60%
20 yrs	70%

- 12.9 Effective January 1, 2023, once cap of 960 hours has been reached half of the overage hours will be contributed to the employee's MSRS Health Care Savings Account and the other half of the hours will be donated to the Countywide Catastrophic Leave Bank per policy.

ARTICLE XIII LEAVES OF ABSENCE

- 13.1 Eligibility Requirements: Employees who have twelve (12) months or more of continuous service with the Employer may request a paid or unpaid leave of absence except as otherwise provided by law.
- 13.2 Application for Leave: Any request for leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reason for the leave of absence being requested and any such further information as may be required by the employer for such application.
- 13.3 Authorization for Leave: Authorization for a leave of absence, if granted, at the sole discretion of the Employer, shall be furnished to the employee in writing by the Employer. Any request for a leave of absence shall be answered within thirty (30) days after the date of application was originally submitted by the Employer.
- 13.4 Disability Leave: Leaves of absence up to one (1) year may be granted, at the sole discretion of the Employer, to any permanent employee who as a result of an extended illness or injury has exhausted his/her accumulated sick leave. Upon request of the employee, such leave may be extended. The Employer's policy for unpaid disability leave shall be consistently and uniformly applied among employees in similar circumstances.

- 13.5 Funeral Leave: Excused absence without payroll deduction will be allowed by the Employer in the event of a death that occurs in the Employee's immediate family, namely: spouse, children, stepchildren, parent, stepparent, brother/sister, aunt/uncle, domestic partner, mother-in-law/father-in-law, brother-in-law/sister-in-law, grandparents, and grandchildren. Absence will be allowed not exceeding three (3) working days. 8 hours of sick leave for 1st cousin.
- 13.6 Employee on leave of absence without pay shall retain all unused, accrued vacation and sick leave, but shall not accrue additional vacation, sick leave or seniority during their leave and may not utilize such benefits during the period of leave. Unpaid leaves of absence for reasonable periods, not to exceed one (1) year, may be granted to an employee without loss of seniority for longevity purposes; illness leave (physical or mental) may ne extended upon request for like periods.
- 13.7 Paid leaves of absence shall be granted for service on a jury, with per diem received therefore to be turned back to the County (excluding travel allowance).
- 13.8 Military Leave Duty: In accordance with State and Federal laws, any employee required by official military orders or related authority to attend Military Reserve Training shall receive full wages at his/her current base pay rate for the period of the active duty required by the active duty for such training, not to exceed fifteen (15) calendar days per calendar year. The employee shall present the Employer with official copies of the order received. The employee shall apply for such leave as soon as practical after the necessity for the leave is known.
- 13.9 Any regular employee who enters into active military service while in the employment of the Employer shall be granted a leave of absence for the period of such military service.
- 13.10 Withdrawal of PERA accumulated deductions shall terminate leave of absence, and shall be a permanent employment severance.
- 13.11 Upon return from a leave of absence, the employee shall be reinstated in the position he/she held when the leave began or in a comparable position. An employee returning from leave without pay shall be reinstated at the step of the salary schedule where he/she was when the leave began, with any adjustments added to the schedule during his/her leave. However, unpaid leave time shall not be credited toward the time required for movement from one step to the other on the salary schedule, or toward length of service required to complete a probationary period.

ARTICLE XIV ABSENCE WITHOUT LEAVE

- 14.1 Any absence of an employee from scheduled duty that is not promptly reported to and authorized by the Employer shall be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action, and any employee absent without leave for three (3) consecutive days shall be deemed to have resigned his/her employment, provided that the Employer may grant approval for the leave subsequently

to the unauthorized absence, if the Employer determines the circumstances surrounding the absence warrant such action.

ARTICLE XV ALLOWANCES

- 15.1 Automobile Allowance: Employees required by the Employer to use their personal cars while engaged in County work shall be entitled to reimbursement at the rate established by the Internal Revenue Service. Personal items broken or lost will be handled on a case-by-case basis between the employee and the Department Head; said reimbursement shall not exceed the sum of one hundred dollars (\$100). Personal items, for the purpose of this section, are defined as such: clothing, glasses, watches or jewelry broken, torn or soiled by a client or customer or by conditions uncontrollable by the employee. Personal items will not include: Car insurance deductibles, car repairs, and personal items brought to work, which are not related, i.e. picture frames, and items broken through improper use of equipment or supplies.

ARTICLE XVI INSURANCE

- 16.1 The Employer will maintain the hospital and medical insurance program subject to the limitations, benefits and conditions established by the contract between the Employer and the insurance carrier until such time as the employee is terminated. The parties agree to meet and confer regarding any changes in this Article necessary to comply with and/or avoid penalties under the Affordable Care Act.

The employer shall establish a Flexible Benefits Plan. Each employee participating in the Plan must, purchase the minimum required plan coverage – individual comprehensive major medical coverage, long-term disability, and basic life insurance under the Plan.

~~Effective January 1, 2018 the PEIP HSA Compatible Deductible Plan shall be the minimum required health plan.~~ Effective January 1, 2024 the individual HSA compatible lowest premium plan shall be the minimum required health plan.

Effective 2018, the County's annual contribution will remain the same from 2017. Effective 2019, the annual County contribution will be based on a 50/50 split between the Employer and employee based on the single HSA plan premium. The County contribution will be calculated taking 50% of the single plan premium increase and adding it to the previous year's contribution. Employees may receive in cash or use for optional benefits the remaining dollars after the minimum required benefits are deducted from the County's contribution, including those employees who elect to waive the single required health plan.

After enrollment, if any plan falls to ten (10) or less County employees, the plan goes away for the next open enrollment. (Newly implemented plans will be given two (2) years to exist prior to dropping if there are ten (10) or less enrolled.)

- 16.2 On retirement and after fifteen (15) years of employment with Becker County, the employee will have the option to continue with the County's hospitalization and medical insurance coverage at his/her own expense. This coverage will continue until the

employee is age 65 or if married and under the family policy, until age 65 of either employee or spouse, whichever reaches age 65 last. The monthly premiums will be due by the 15th of the preceding month.

ARTICLE XVII RIGHT OF SUBCONTRACT

- 17.1 Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement.

ARTICLE XVIII COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 18.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby suspended.
- 18.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement.
- 18.3 The Employer and the Association each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such term or condition may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.
- 18.4 This Agreement may ne amended by the mutual agreement of the Employer and the Association during the life of the Agreement.

ARTICLE XIX SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the County of Becker. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be re-negotiated by mutual agreement of both parties.

ARTICLE XX DISCIPLINE AND DISCHARGE

- 20.1 The Employer shall have the right to impose disciplinary actions on employees for just cause.
- 20.2 Employees who are suspended or discharged shall be notified of such action in writing.

- 20.3 Probationary employees may be dismissed at any time, without cause, at the discretion of Employer. Such action shall not be subject to the grievance procedure.
- 20.4 An employee shall be given a copy of any written entry to his/her personnel file which is the result of any disciplinary action and shall be allowed to respond thereto. In addition, any employee shall be allowed to review his/her personnel file and all documents therein at reasonable times and under conditions determined by the Employer.

ARTICLE XXI WAGES

~~2023 4% retroactive to January 1, 2023 plus drop step one and a new step 10 to the band and grade wage scale.~~

2024 2.5% COLA retroactive to January 1, 2024. Going into the new wage scale retro to April 1, 2024. Anniversary step on anniversary date if anniversary step not already received. Individuals topped out on the old Band & Grade scale that did not receive a step increase on anniversary date prior to April 1, 2024, will receive a step increase retro to April 1, 2024. Individuals topped on the old Band & Grade scale that did not receive a step increase after April 1, 2024, will receive a step increase on the new scale retro to anniversary date.

2025 3.5% COLA plus anniversary step.

2026 3.5% COLA plus anniversary step.

ARTICLE XXII LONGEVITY

In order to recognize the employee who remains in the employment of the Employer on a continuous basis, a longevity program is established. In order to determine eligibility for longevity, the employee's last date of hire will be the commencement date for calculating longevity. Longevity pay shall be paid on the following basis:

Employees hired before April 1, 2018 shall receive, in addition to the regular compensation provided herein, longevity pay which will follow the schedule below:

<u>Years of Service</u>	<u>Percent of Salary Increase</u>
After 5 years	1%
After 10 years	2%
After 15 years	3%
After 20 years	5%
After 25 years	6%
After 30 years	7%

<u>Years of Service</u>	<u>Percent of Salary Increase</u>
0-5 years	0%
6-10 years	1%
11-15 years	2%

16-20 years	5%
21-25 years	7%
26-30 years	8%
30+ years	9%

Employee's hired after April 1, 2018 shall receive, in addition to the regular compensation provided herein, longevity pay which will follow the schedule below:

After 15 years	3%
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Said longevity payment shall be paid each month and shall be based upon longevity computed on the length of service calculated as provided above as the anniversary month of the employee's last date of hire.

ARTICLE XXII POST RETIREMENT EMPLOYMENT HEALTH CARE SAVINGS PLAN

Becker County shall establish and administer a Post Retirement Health Care Savings Plan (PRHCSP) with the State of Minnesota through the MN State Retirement System (MSRS). Participation in this program is mandatory for all employees in the Human Services Supervisor Association.

- 23.1 Employees shall contribute two percent (2%) of their gross monthly salary to the PRHCSP (contributions will be effective on the 1st month following the signing of the 2022 collective bargaining agreement).
- 23.2 Employees shall have fifty percent (50%) of their sick leave severance (Article 12.9) upon termination/retirement go into the Plan.
- 23.4 If an employee's employment is terminated because of the death of the employee, his/her severance pay does not go into the plan.
- 23.5 In the event that contribution to the Post-Retirement Health Care Savings Plan (PRHCSP) are determined to be insurance contribution purposes of the Affordable Care Act (ACA) Cadillac tax and cause the Employer to be subject to a penalty, tax or fine, the PRHCSP will be eliminated.

ARTICLE XXIV PERSONAL LEAVE DAY AND CHRISTMAS EVE (1/2 DAY)

- 24.1 Each employee shall be entitled to 16 hours per year of personal leave. This personal leave must be taken by the employee or it will be lost.
- 24.2 Christmas Eve Day: At noon on Christmas Eve, employees shall have the option of taking one-half (1/2) the day off using vacation or comp time, or working the remainder of the day. Christmas Eve is not a paid holiday.

ARTICLE XXV LICENSURE

The County will reimburse an employee for cost of their professional licensure if the licensure is required for the position.

ARTICLE XXVI TERM OF AGREEMENT

This Agreement shall be in full force and effect for the period from January 1, ~~2023~~ 2024 until December 31, ~~2023~~ 2026, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by October 1st prior the expiration date that its desires to modify or terminate this Agreement.

Dated: _____
Union Steward, Jason Ruona

Dated: _____
Union Steward, Emma Wartman

Dated: _____
Becker County Board Chair, John Okeson

Dated: _____
Becker County Administrator, Carrie Smith

MEMORANDUM OF AGREEMENT

WHEREAS, the Becker County Human Services Association (“Union”) represents the supervisory employees of the Human Services Department of Becker County (Employer); and

WHEREAS, the collective bargaining agreement (CBA) contains language regarding the Employer’s contribution in 2017 and 2018, and an Employer-Employee 50/50 split of the increase beginning in 2019 and thereafter;

WHEREAS, The Union and the Employer have reached an agreement for how the increase will be split for **2022 2025 and/or 2026** only, pursuant to this Memorandum of Agreement, which shall not alter the terms of the CBAs;

WHEREAS, The Union and the Employer have reached an agreement for how the increase will be split for **2023 2025 and/or 2026** only, pursuant to his Memorandum of Agreement, which shall not alter the terms of the CBAs;

NOW, THEREFORE, the Parties agree as follows:

1. **CBA Language Unchanged.** The provisions of this Memorandum of Agreement shall commence on January 1, **2023 2024**, and shall terminated on December 31, **2023 2026**. The existing language in the CBAs (Section 16.1) shall remain unchanged and shall be effective January 1, **2023 2024**, and the Employer contribution amount shall revert to the amount under the section 16.1 calculation for **2024 2027**, unless the parties negotiate a change in the language in the BCAs pursuant to the provisions of PELRA, Minnesota Statutes Chapter 179A, for **2023 2024**.
2. **2023 Health Insurance Increase Split:** For calendar year **2023 2025 and/or 2026** only, the Employer shall pay 75% of the increase in the cost of health insurance premiums under the County’s Health Insurance Plan. **This includes any increases to single coverage, single plus one coverage, and family coverage. The increase will be calculated based on the single H.S.A. compatible plan premium.** The Employer’s contribution for **2023 2025 and/or 2026** will be calculated by taking 75% of the single H.S.A. compatible plan premium increase and adding it to the **2023 2024** employer contribution. Employees may use any excess over the single premium amount for optional benefits after the premiums are deducted from the County’s contribution, including those employees who elect to waive the single required health plan.
3. **Mutual Drafting:** This agreement is the result of negotiations between the parties and, accordingly, shall not be construed for or against either party, regardless of which party drafted any the agreement or any portion thereof. The agreement shall for all purposes be deemed to have been mutually drafted.

Dated: _____

Union Steward, Jason Ruona

Dated: _____

Union Steward, Emma Wartman

Dated: _____

Becker County Board Chair, John Okeson

Dated: _____

Becker County Administrator, Carrie Smith

2024	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Child Support Supervisor	10	\$34.89	\$35.93	\$37.01	\$38.12	\$39.27	\$40.44	\$41.66	\$42.91	\$44.20	\$45.52
	Financial Assistant Supervisor	10	\$34.89	\$35.93	\$37.01	\$38.12	\$39.27	\$40.44	\$41.66	\$42.91	\$44.20	\$45.52
	Office Service Supervisor	10	\$34.89	\$35.93	\$37.01	\$38.12	\$39.27	\$40.44	\$41.66	\$42.91	\$44.20	\$45.52
	Social Service Supervisor	11	\$38.38	\$39.53	\$40.71	\$41.94	\$43.19	\$44.49	\$45.82	\$47.20	\$48.61	\$50.07
	Community Health Supervisor	12	\$40.68	\$41.90	\$43.16	\$44.45	\$45.79	\$47.16	\$48.57	\$50.03	\$51.53	\$53.08

3.5% COLA	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2025	Child Support Supervisor	10	\$36.11	\$37.19	\$38.31	\$39.45	\$40.64	\$41.86	\$43.12	\$44.41	\$45.75	\$47.11
	Financial Assistant Supervisor	10	\$36.11	\$37.19	\$38.31	\$39.45	\$40.64	\$41.86	\$43.12	\$44.41	\$45.75	\$47.11
	Office Service Supervisor	10	\$36.11	\$37.19	\$38.31	\$39.45	\$40.64	\$41.86	\$43.12	\$44.41	\$45.75	\$47.11
	Social Service Supervisor	11	\$39.72	\$40.91	\$42.13	\$43.41	\$44.70	\$46.05	\$47.42	\$48.85	\$50.31	\$51.82
	Community Health Supervisor	12	\$42.10	\$43.37	\$44.67	\$46.01	\$47.39	\$48.81	\$50.27	\$51.78	\$53.33	\$54.94

3.5% COLA	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2026	Child Support Supervisor	10	\$37.38	\$38.49	\$39.65	\$40.84	\$42.07	\$43.32	\$44.63	\$45.97	\$47.35	\$48.76
	Financial Assistant Supervisor	10	\$37.38	\$38.49	\$39.65	\$40.84	\$42.07	\$43.32	\$44.63	\$45.97	\$47.35	\$48.76
	Office Service Supervisor	10	\$37.38	\$38.49	\$39.65	\$40.84	\$42.07	\$43.32	\$44.63	\$45.97	\$47.35	\$48.76
	Social Service Supervisor	11	\$41.11	\$42.35	\$43.61	\$44.93	\$46.27	\$47.66	\$49.08	\$50.56	\$52.07	\$53.64
	Community Health Supervisor	12	\$43.58	\$44.88	\$46.23	\$47.62	\$49.05	\$50.52	\$52.03	\$53.59	\$55.20	\$56.86

AGREEMENT

By and Between

COUNTY OF BECKER



And

LAW ENFORCEMENT LABOR SERVICES, INC



Representing:

BECKER COUNTY SHERIFF'S NON-LICENSED
DISPATCHERS/JAILERS

(LOCAL #419)

January 1, ~~2023~~ 2024 through December 31, ~~2023~~ 2026

ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into between the County of Becker, hereinafter called the Employer, and Law Enforcement Labor Services, Inc., hereinafter called the Union. It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' agree upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes, Section 179A.03, Subd. 14, for the following employees.

All essential communication officers, correctional officers, STS crew leader, and transport officers, of the Becker County Sheriff's Department, Detroit Lakes, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding Deputies/Bailiffs, supervisory, and confidential employees.

- 2.2 Neither the Union nor the Employer shall discriminate against any employee because of the Union membership or non-membership, nor because of race, creed, sex, color, religious belief, or political belief. Employees shall be subject to the Sexual Discrimination Policy as referenced in the County Personnel Policy.

ARTICLE 3 DEFINITIONS

- 3.1 **Union:** Law Enforcement Labor Services, Inc.
- 3.2 **Union Member:** A member of the Law Enforcement Labor Services, Inc. local #419.
- 3.3 **Employee:** A member of the exclusively recognized bargaining unit.
- 3.4 **Department:** The Becker County Sheriff's Department.
- 3.5 **Employer:** The County of Becker.
- 3.6 **Union Officer:** Officer elected or appointed by Law Enforcement Labor Services, Inc.
- 3.7 **Scheduled Shift:** A consecutive work period including two (2) rest breaks and a lunch break.
- 3.8 **Rest Breaks:** Periods during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.9 **Lunch Breaks:** A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.10 **Regular Employee:** A member of the exclusively recognized bargaining unit defined in this Agreement who has completed the required probationary period for newly hired, promoted, or rehired employees.
- 3.11 **Work Year:** 2080 hours

ARTICLE 4 EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, neither the Union, nor any of the employees covered by this Agreement, will cause, encourage, participate in or support any strike, slow down, mass absenteeism, or other interruption of or interference with the normal functions of the Employers. In the event that an employee violates this Article, the Union, shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may ne discharged or otherwise disciplined.

ARTICLE 5 EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functional and programs; to set and amend budges; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel, to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 6 UNION SECURITY

- 6.1 The Employer shall deduct form the wages of employees who authorize such a deduction, in writing, an amount necessary to cover monthly Union dues such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The Employer shall make space available on a bulletin board for posting Union notices and announcements. The Union agrees to limit the posting of such notices to its bulletin board. It is specifically understood that no notices of a political or inflammatory nature shall be posted.
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgements, including attorney fees brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 7 EMPLOYEE RIGHTS-GRIEVANCE

- 7.1 **Definition of a Grievance:** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

- 7.2 **Union Representatives:** The Employer will recognize the Union representative designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union stewards and of their successors when so designated as provided by 6.2 of this Agreement.
- 7.3 **Processing of a Grievance:** Its recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the Employer.

- 7.4 **Procedure:** Grievances, as defined in Section 7.1, shall be resolved in conformance with the following procedure:

Step1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fourteen (14) working days after such alleged violation has occurred, present such grievance to the employee's supervisor. The Employer-designated representative will discuss and give an answer to such Step 1 within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, the remedy requested, and may be appealed to Step 2 within ten (10) calendar days after the employer designated representative.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated step two representative. The Employer-designated step 2 representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt such Step 2 grievance. A grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days of the Step 2 answer. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar day s shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated step two representative. The Employer-designated step 3 representative shall give the Union the Employer's Step 3 answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days of the Step 3 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 4. A grievance **not** resolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. This section of an arbitrator shall be made in accordance with the “Rules Governing the Arbitration of Grievances” as established by the Bureau of Mediation Services (BMS). A grievance will be waived if an arbitrator is not selected within 90 days of receipt of Arbitrator’s list from the BMS unless fault of Employer.

7.5 Arbitrator’s Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator’s decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator’s interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator’s services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

7.6 Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered ‘waived’. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer’s last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

ARTICLE 8 SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the County of Becker. In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated by mutual agreement of both parties.

ARTICLE 9 SENIORITY

- 9.1 An employee in this bargaining unit who transfers to another department of the Employer shall accumulate total seniority from the other department only for the purpose of calculating vacation and sick leave.
- 9.2 There shall be three (3) types of seniority established by this Agreement.
 - A. Service seniority; which shall be total length of continuous service to the Employer.
 - B. Department seniority; which shall be the total length of service within a specific department of the Employer.
 - C. Classification seniority; which shall be the total length of service within a work classification.
- 9.3 Except in those instances where senior employees are not qualified to perform remaining work, seniority shall be determined in the order of:
 - A. Layoff, which shall be by classification within a department, in inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) any employee in a previously held lower classification, provided that the Employer determines the employee who is exercising bumping rights to be adequately qualified to perform the duties of the classification into which he/she is bumping, and he/she has a greater department seniority than the employee who is to be bumped.
 - B. Recall from layoff, which shall be by classification within a department, in inverse order of layoff, provided that, if an employee does not return to work upon recall, as directed by the Employer, or on an extended dated mutually acceptable by the employee and Employer, he/she shall automatically have terminated his/her employment. An employee's name shall be retained on the recall list for one (1) year, at which time all rights to recall shall terminate.
- 9.4 The initial probationary period shall be one (1) year. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer.
- 9.5 Where all other qualifications are equal, seniority shall apply to full-time employees in accordance with the employee's length of continuous service. This shall include preference on any vacancies or newly created positions.

ARTICLE 10 DISCIPLINE

- 10.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:
 - A. Oral reprimand;
 - B. Written reprimand;
 - C. Suspension;
 - D. Demotion; or
 - E. Discharge
- 10.2 Suspensions, demotions, and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of the employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under direct supervision of Employer.
- 10.5 Discharges will be preceded by a five (5) day suspension without pay.
- 10.6 If an employee is the subject to disciplinary action, said employee will not be questioned concerning such disciplinary action unless the said employee has been given an opportunity to have a Union representative present at such questioning.
- 10.7 Grievances relating to this suspension or discharge may be initiated by the Union in Step 3 of the Grievance Procedure under Article 7.

ARTICLE 11 OVERTIME

- 11.1 Employees will be compensated at one and one-half (1 ½) times the employee's base rate for hours worked in excess of the employee's regular scheduled shift with approval of the Sheriff and/designee. **Except when dispatchers are working contractual overtime paid by an outside vendor, the compensation rate will be two (2) times the employee's base rate of pay.**
- 11.2 Overtime will be distributed as equally as practicable.
- 11.3 Work performed on a holiday, as defined in Article 8, shall be paid for at double time the employee's regular base pay rate if not regularly scheduled shift.
- 11.4 The base pay rate of premium compensation shall not be paid more than once for the same hours under any provision of the Agreement, nor shall there be any pyramiding of premium compensation.
- 11.5 Holidays, vacation, and sick leave shall count as hours worked.
- 11.6 Mandatory training and mandatory meetings that fall outside of an employee's regularly scheduled shift shall be compensated at one and one-half (1 ½) times the employee's regular base rate. **Employees shall receive a minimum of three (3) hours of pay at one and one-half (1 ½) times the employee's regular base rate.** Non-mandatory approved training and meetings shall be compensated at employee's regular base pay rate.

- 11.7 Overtime compensation for non-exempt employees shall be made either in cash or compensatory time off, at the employee's option. No employee shall accumulate more than eighty (80) hours in compensatory time; hours earned in excess of eighty (80) hours shall be paid in cash at the appropriate rate. All accumulated compensatory time in excess of forty (40) hours not used by the second pay period in December shall be paid in cash at the appropriate rate.

ARTICLE 12 COURT TIME

An employee who is required to appear in Court during the employee's scheduled time off for Becker County Court business and with the approval of the Sheriff or designee shall receive a minimum of ~~two (2)~~ **three (3)** hours at one and one-half (1 ½) times the employee's regular base pay rate.

ARTICLE 13 CALL BACK TIME

An employee who is called to duty during the employee's scheduled time off-duty time shall receive a minimum of ~~two (2)~~ **three (3)** hours pay at one and one-half (1 ½) times the employee's regular base pay rate. An extension or early report for regularly scheduled shift for duty does not qualify the employee for the ~~two (2)~~ **three (3)** hour minimum.

ARTICLE 14 CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 15 INSURANCE

- 15.1 The Employer will maintain the hospital and medical insurance program subject to the limitations, benefits, and conditions established by the contract between the Employer and an insurance carrier until such time as the employee is terminated.
- 15.2 The Employer shall establish a Flexible Benefit Plan. Each employee participating in the Plan must purchase the minimum required coverage individual comprehensive major medical coverage, long-term disability, and basic life insurance under the Plan. ~~Effective January 1, 2018, the PEIP HSA Compatible Deductible Plan shall be the minimum required health plan.~~ Effective January 1, 2024, the lowest premium single HSA Compatible Deductible Plan shall be the minimum required health plan.

Effective 2019 the annual County contribution will increase based on a 50/50 split between Employer and employee based on the single HSA compatible plan premium. The County contribution will be calculated by taking fifty percent (50%) of the single HSA plan premium increase and adding it to the previous year's contribution. Employees may receive in cash our use for optional benefits the remaining dollars after the minimum required benefits are deducted from the

County's contribution, including those employees who elect to waive the single required health plan.

After enrollment; if any plan falls to ten (10) or less County employees, the plan goes away for the next open enrollment. (Newly implemented plans will be given two (2) years to exist prior to dropping if there are ten (10) or less enrolled.)

- 15.3 In accordance with Minnesota Statute §471.61, a County employee who retires before the age of sixty-five (65) has the option of continuing with the County's group health policy at his/her own expense under the conditions outlined below:
- A. The retiree must meet the age and service requirements necessary for eligibility requirements for an annuity under PERA or be receiving a disability benefit from PERA;
 - B. The retiree may receive dependent coverage only if the retiree received dependent coverage immediately before leaving employment;
 - C. The retiree may initially elect dependent coverage as stipulated immediately above and later drop dependent coverage while retaining individual coverage. The retiree may not drop individual coverage and retain dependent coverage except for certain circumstances which may apply if the retiree becomes eligible for Medicare prior to the dependent(s)' eligibility for Medicare;
 - D. The monthly premiums will be due by the fifteenth (15th) of the preceding month.
- 15.4 The parties agree to meet and confer regarding any changes in the Article necessary to comply with and/or avoid penalties under the Affordable Care Act.
- 15.5 Becker County will pay a flat rate of two hundred dollars (\$200.00) towards health insurance for regular, part-time employees.

ARTICLE 16 VACATIONS

- 16.1 Regular employees shall earn vacation leave in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation Leave</u>
Beginning 0 through 2 years	96 hours
Beginning 3 through 11 years	120 hours
Beginning 12 through 18 years	160 hours
Beginning 19 plus years	192 hours
<u>Years of Service</u>	<u>Vacation Leave</u>
Beginning 0 through 2 year	96 hours
Beginning 3 through 4 years	120 hours
Beginning 5 through 9 years	144 hours
Beginning 10 through 18 years	160 hours
Beginning 19 plus years	192 hours

Vacations shall be earned based on the bi-weekly payroll system.

- 16.2 Vacations may be accumulated to a maximum of two hundred twenty-four (224) hours on the last day of each year.
- 16.3 Every effort will be made to give employees the vacation period of their preference, vacations will be scheduled as not to cause interruption in the normal operation of the agency. Should conflict in scheduling occur it will be resolved on the basis of first request, in case of conflict to preferred dates, seniority shall prevail.

ARTICLE 17 UNIFORMS

- 17.1 Uniform allowance for ~~Dispatchers and Jailers is six hundred fifteen (\$615.00) dollars~~ full-time Corrections is eight hundred dollars (\$800.00) and full-time Dispatch is six hundred and fifty dollars (\$650.00). ~~Part-time employees will receive prorated uniform allowance.~~ This will be paid by the second pay period of January and be prorated for employees leaving employment. New Dispatch employees will receive full allowance for the first year. Newly hired jail employees will have their uniform and equipment paid for by the County. Employees will not be required to purchase Ceremonial Dress Uniforms out of their uniform allowance.
- 17.2 Uniform or personal items damaged in the line of duty shall be paid for by the Employer.

ARTICLE 18 HOLIDAYS

- 18.1 Employees shall receive on the second payday in November of each year, a lump sum payment for eleven (11) holidays, The following eleven (11) days have been designated as official paid holidays:

New Year's Day	Martin Luther King Day	President's Day
Memorial Day	Juneteenth	Independence Day
Labor Day	Veteran's Day	Thanksgiving Day
Friday after Thanksgiving Day		Christmas Day

~~Juneteenth will become a holiday upon the Minnesota Legislature adopting it as a State holiday.~~

- 18.2 Employees shall be eligible for holiday pay provided they are on compensated status on the last workday before and the first workday after the holiday.

ARTICLE 19 PERSONAL LEAVE DAY

Each employee shall be entitled to sixteen (16) hours per calendar year of personal leave. These personal leave days must be taken by the employee, or they will be lost. Employees may take personal leave in increments of not less than one (1) hour.

ARTICLE 20 LEGAL PROTECTION

The County shall provide, through insurance coverage or otherwise, defense, necessary legal expenses and other costs to an employee against whom a claim is made or a lawsuit is commenced which is based upon the conduct of the employee acting in the regular course of his/her employment, except for intentional torts and crimes or ordinance violations committed by such employee, in accordance with Minn. Stat. 466.02.

ARTICLE 21 SICK LEAVE

21.1 All regular employees shall be entitled to one (1) day of sick leave per month, and shall accumulate sick leave to a maximum of nine hundred sixty (960) hours. Sick leave shall be earned based on the bi-weekly payroll system. Effective January 1, 2023, once a cap of 960 hours has been reached half of the overage hours will be contributed to the employee's MSRS Health Care Savings Account and the other half of the overage will be donated to the County Wide Catastrophic Leave Bank per policy. A doctor's certificate may be required for sick leave absences of more than three (3) consecutive day's duration, or when an employee is on sick leave and abuse is suspected.

21.2 Earned sick leave may be used for absences from work necessitated by the following circumstances and in accordance with MN Statute 181.9413:

- A. Because of sickness or injury to an employee which renders the employee unable to perform the duties of employment;
- B. Because of quarantine directed by a medical physician;
- C. Because of death in the immediate family, such use not to exceed three (3) shifts; immediate family is defined as follows: employee's spouse, children, stepchildren, grandchildren, parents, step parents, father/mother-in-law, son/daughter-in-law, grandparents, brother, sister, brother/sister-in-law, and step siblings, aunts and uncles; up to an additional two (2) shifts of sick leave may be granted with the approval of the department head. Up to one (1) shift for death of a first cousin.
- D. Because of doctor's visits required by employee, employee's spouse, children, stepchildren, or parents.
- E. Because of sickness or injury to an employee's spouse, children, or parents, the result of which requires the said employee to attend to their needs.

21.3 If an employee receives a job-related injury or sickness and if eligible for Worker's Compensation benefits, the Employer agrees to pay said employee an amount equal to the difference between the amount received from Worker's Compensation and the employee's regular salary, not to exceed the employee's regular take home pay, for the period not to exceed sixty (60) days. Beyond sixty (60) days, the difference will be charged to the employee's sick leave account providing the

employee chooses to receive the employee's full salary. Once the employee's sick leave account has been used in full, the employee will not continue to accumulate any sick leave, paid holidays, or vacation during the period that said employee is unable to work and continue to receive Worker's Compensation benefits. Upon receipt by the Employer of a medical report indicating that the employee's healing period has concluded and if the employee is unable to return to the position the employee held at the time the employee was injured and there are no other job classifications open, the employee may be discharged.

- 21.4 Use of the sick leave benefits for reasons other than those stated in Section 21.2 of this Article shall be just cause for disciplinary action as provided in Article 10 (DISCIPLINE).

ARTICLE 22 WAGES

- 22.1 During the term of this Agreement, employees shall be paid in accordance with Appendix A which is attached here and incorporated herein.

~~Employees shall receive a step increase on their anniversary date.~~

2.5% COLA retro to January 1, 2024. Going into the new 10-step wage scale retro to April 1, 2024. Anniversary step on anniversary date if anniversary step not already received. Individuals topped out on the old scale that did not receive a step increase on anniversary prior to April 1, 2024, will receive a step increase retro to April 1, 2024. Individuals topped out on the old scale that did not receive a step increase after April 1, 2024, will receive a step increase on the new scale retro to their anniversary date.

Effective January 1, 2025: 3.5% COLA, plus a step increase on anniversary date.

Effective January 1, 2026: 3.5% COLA, plus a step increase on anniversary date.

~~Increase the salary schedule by four (4%) percent. Eliminate bottom Step 1 and add an additional Step to the LELS Corrections/Dispatch band and grade wage scale. Employees will remain at their current step. Retroactive to January 1, 2023.~~

~~Memorandum of Agreement for a Glass and compensation Study to be completed by September 2023; force majeure language attached.~~

Field Training Officer (FTO) training pay at rate of \$2.00 per hour above regular base wage for members who are assigned to training new employees.

Officer in Charge (OIC): Correction Officers designated as Officer in Charge due to a Sergeant being absent for the entire shift will receive two dollars (\$2.00) per hour over the employee's base wage.

- 22.2 Payday shall be bi-weekly.
- 22.3 Employees shall be paid an extra one-half (½) hour per working day at the regular rate of pay as compensation for rest breaks as defined in Article 3.8.
- 22.4 Each employee who works **Monday through Friday** between 6:00 pm and 6:00 am and **6:00 pm Friday through 6:00 am Monday** shall receive, in addition to the regular compensation provided herein, shift differential of ~~one dollar twenty-five cents (\$1.25)~~ **one dollar fifty cents (\$1.50)** per hour. ~~For call in to cover visitation time up to four (4) hours on Saturdays shall receive one dollar fifty cents (\$1.50) shift differential per hour.~~
- 22.5 Dispatch employees scheduled to work for five (5) consecutive days shall receive two (2) consecutive days off.
- 22.6 Upon employee's death all sick leave, comp time, and vacation accumulated shall be paid to the employee's spouse in accordance with Minnesota Law or the employee's estate.

Excused absence without payroll deduction will be paid by the Employer in the event of a death that occurs in the Employee's immediate family, namely spouse, children, stepchildren, parent, stepparent, brother/sister, stepbrother/sister, mother/father-in-law, brother/sister-in-law, grandparents, grandchildren, domestic partner, aunt, uncle. Absence will not be allowed exceeding three (3) working days. Up to an additional two (2) shifts of sick leave may be granted with the approval of the department head. Up to one shift (1) for the death of a cousin.

ARTICLE 23 LEAVE OF ABSENCE

- 23.1 Eligibility Requirements: Employees who have twelve (12) months or more of continuous service with the Employer, may request a paid or unpaid leave of absence except as otherwise provided by law.
- 23.2 Application for Leave: Any request for a leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reason for the leave of absence being requested and any such further information as may be required by the Employer for such application.
- 23.3 Authorization for Leave: Authorization for leave of absence, if granted, at the sole discretion of the Employer, to any permanent employee, shall be furnished to the employee in writing by the Employer. Any request for a leave of absence shall be answered within thirty (30) days after the date of application was originally submitted to the Employer.

- 23.4 Disability Leave: Leaves of absence up to one (1) year may be granted, at the sole discretion of the Employer, to any permanent employee, who as a result of an extended illness or injury, has exhausted his/her accumulated sick leave. Upon request of the employee, such leave may be extended. The Employer's policy for unpaid disability leave shall be consistently and uniformly applied amount employees in similar circumstances.
- 23.5 Paid leaves of absence shall be granted for service on injury, with per diem received therefore to be turned back to the County (excluding travel allowance).
- 23.6 Employees who are members of the Reserve Military Force of the United States of the Sate of MN, and who are ordered by appropriate authorities to attend a training program or perform other duties under the supervision of the appropriate authority shall be granted paid leave time up to a maximum of fifteen (15) working days per year.
- 23.7 Any regular employee who enters into active military service while in the employment of Employer, shall be granted a leave of absence for the period of such military service in accordance to the USSERA military leave.
- 23.8 Withdrawal of PERA accumulated deductions shall terminate leave of absence and shall be a permanent employment severance.
- 23.9 No leave of absence shall be granted for any reason prior to one (1) year of continuous service to the Employer by the employee.
- 23.10 Family Medical Leave Act as referenced in the County Personnel Policy.

ARTICLE 25 LONGEVITY

In order to recognize the employee who remains in the employment of the Employer on a continuous basis, a longevity program is established effective July 1, 1987. In order to determine eligibility for longevity, the employee's last date of hire will be commencement date for calculating longevity. Longevity pay shall be paid on the following basis:

Employee hired before April 1, 2018, shall receive, in addition to regular compensation provided herein, longevity pay which will follow the schedule below:

0 – 5 years	0%
6 – 10 years	1%
11 – 15 years	2%
16 – 20 years	3% 5%
21 – 25 years	5% 7%
26 – 30 years	6% 8%
Over 30 years	7% 9%
	Retro to April 1, 2024.

Employees hired after April 1, 2018, will receive, in addition to the regular compensation provided herein, longevity pay which will follow the schedule below:

Starting 16 years 3%

Said longevity payment shall be paid each month and shall be based upon longevity computed on the length of service calculated as provided above as the anniversary month of the employee's last date of hire.

ARTICLE 25 SEVERENCE PAY

Any and all severance payments will be deposited to employee's MSRS/HCSP upon termination of employment.

Employees hired prior to January 1, 2014, who have completed five (5) years of service and honorably separated, including medical separation, shall be entitled to seventy percent (70%) of their unused sick leave as severance pay, however, said severance pay shall not include any banked sick leave hours.

Employees hired after January 1, 2014, will be subject to the following Severance Pay:

<u>Years of Service</u>	<u>Percent of Sick Leave</u>
5 yrs	40%
10 yrs	50%
15 yrs	60%
20 yrs	70%

ARTICLE 26 MILEAGE

Employees required to furnish cars for purpose of County business shall be paid at the rate the Internal Revenue Service allows for income tax purposes which is effective at the time the employee's expense incurred. This is paid only when County cars are not available. In the event that there isn't an available County car which the employee elects not to use, the employee shall be paid at the rate established by the County Board of Commissioners.

ARTICLE 27 POST EMPLOYMENT HEALTH CARE SAVINGS PLAN MN STATE RETIREMENT SYSTEM (M.S.R.S)

The Employer shall establish and administer a Post-Retirement Health Care Savings Plan (PRHCSP) with the State of Minnesota through the Minnesota State Retirement System (MSRS). Participation in this program is mandatory for all members of the bargaining unit.

Two percent (2%) of the employee's gross monthly salary shall go into the employee Post-Retirement Health Care Savings Plan (PRHCSP) (MSRS).

ARTICLE 28 DURATION

This agreement is effective for the period January 1, ~~2023~~, 2024, through December 31, ~~2023~~, 2026.

_____	_____	_____	_____
Date	Union Steward, Lynn Schulberg	Date	Board Chair, John Okeson
_____	_____	_____	_____
Date	Union Steward, John Freeman	Date	Co. Administrator, Carrie Smith
_____	_____		
Date	Business Agent, Tim Jeanetta		

MEMORANDUM OF AGREEMENT

WHEREAS, the Becker County LELS Dispatchers/Corrections ("Union") represents the employees in the 911 dispatch and corrections facilities of Becker County (Employer); and

WHEREAS, the collective bargaining agreement (CBA) contains language regarding the Employer's contribution in 2017 and 2108, and an Employer-Employee 50-50 split of the increase beginning in 2019 and thereafter;

WHEREAS, the Union and the Employer have reached an agreement for how the increase will be split for 200 only, pursuant to this Memorandum of Agreement, which shall not alter the terms of the CBAs;

NOW, THEREFORE, the Parties agree as follows:

1. **CBA Language Unchanged.** The provisions of this Memorandum of Agreement shall commence on January 1, ~~2023~~ 2024, and shall terminate on December 31, ~~2023~~ 2026. The existing language in the CBAs (~~§16.1 Article 15~~) shall remain unchanged and shall be effective January 1, ~~2023~~ 2024, and the Employer contribution amount shall revert to the amount under the ~~§16.1 Article 15~~ calculation for ~~2024~~ 2027, unless the parties negotiate a change in the language in the CBAs pursuant to the provisions of PELRA, Minnesota Statutes Chapter 179A, for ~~2023~~ 2025 and 2026.

2. **2023 2025 and 2026 Health Insurance Increase Split:** For calendar years **2023 2025 and 2026** only, the Employer shall pay 75% of the increase in the cost of the health insurance premiums under the County's Health Insurance Plan. The increase will be calculated based on the **lowest premium** single HSA compatible plan premium. The Employer's contribution for **2023 2025 and 2026** will be calculated by taking 75% of the **lowest premium** single HSA compatible plan premium increase and adding it to the **2023 2024** employer contribution. **Any increase to the single, employee plus 1, or family plans will be split 75/25 between the employer and the employee.** Employees may use any excess over the single premium amount of r optional benefits after the premiums are deducted from the County's contribution, including those employees who elect to waive the single required health plan.
- ~~3. Becker County agrees to submit an RFP for 2024 insurance.~~
4. **Mutual Drafting:** This agreement is the result of negotiations between the parties and accordingly, shall not be construed for or against either party, regardless of which party drafted any the agreement of portion thereof. The agreement shall for all purposes be deemed to have been mutually drafted.

Date Union Steward, Lynn Schulberg

Date Board Chair, John Okeson

Date Union Steward, John Freeman

Date Co. Administrator, Carrie Smith

Date Business Agent, Tim Jeanetta

BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION 09-24-1E
Archeological Study

WHEREAS, there is a possibility of Tribal Artifacts and Cultural Resources on Becker County Land Parcels 327017000, 327020000, and 320725000.

WHEREAS, there is a recommendation from State Historic Preservation Office (SHPO) and White Earth Tribal Historic Preservation Office (THPO) to complete a Phase I Archeological Study on parcels 327017000, 327020000, and 320725000 to determine if there are any Tribal Artifacts or Cultural Resources.

WHEREAS, White Earth Tribal Nation and Becker County agree to continue prioritizing sustainable forestry practices.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves the Phase I Archeological Study to be done on parcels 327017000, 327020000, and 320725000 not to exceed \$5,000.

Duly adopted this 3rd day of September, 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
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 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 September 3, 2024, as recorded in the record of proceedings.

Carrie Smith
County Administrator

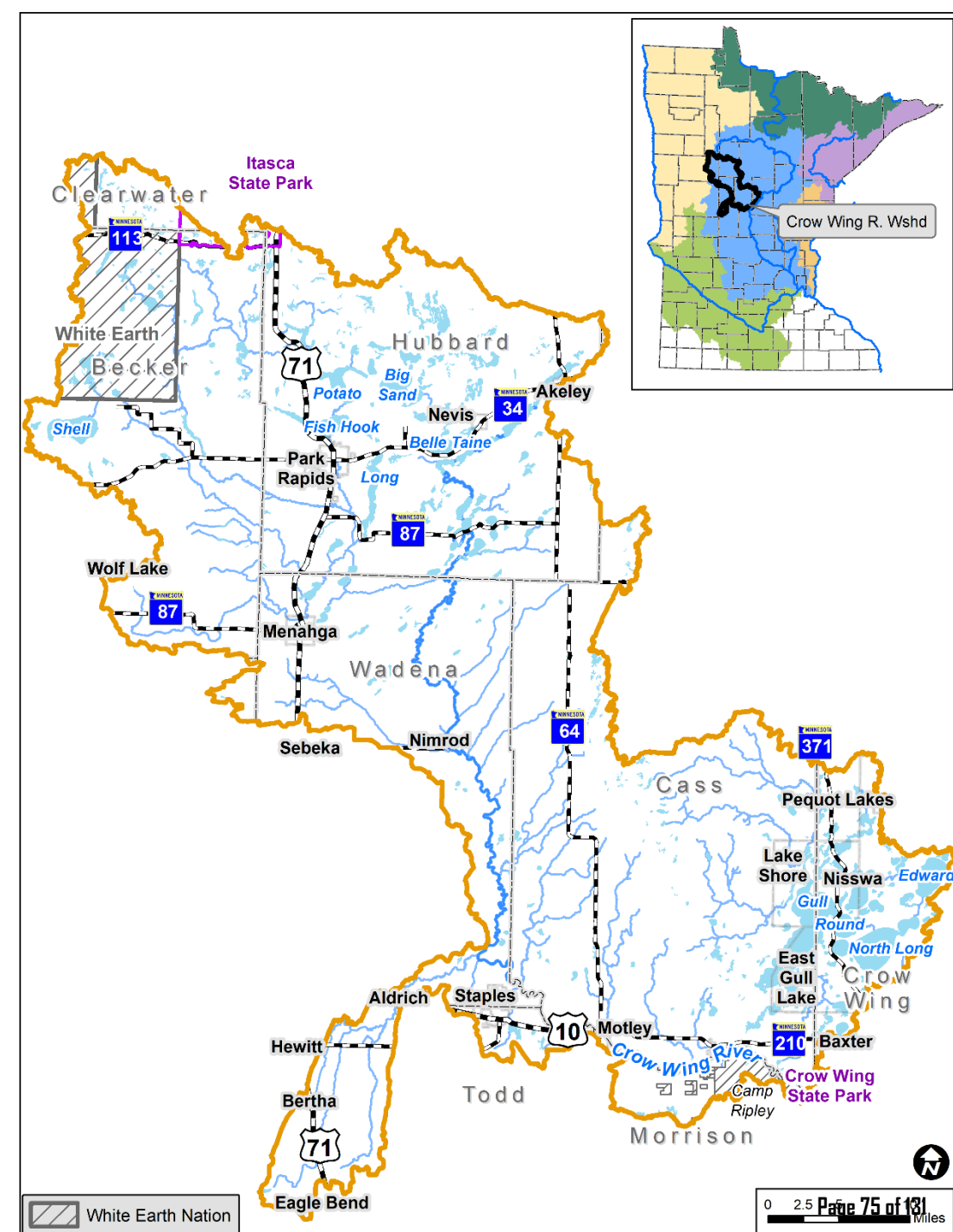


CROW WING RIVER WATERSHED

Comprehensive Watershed Management Plan

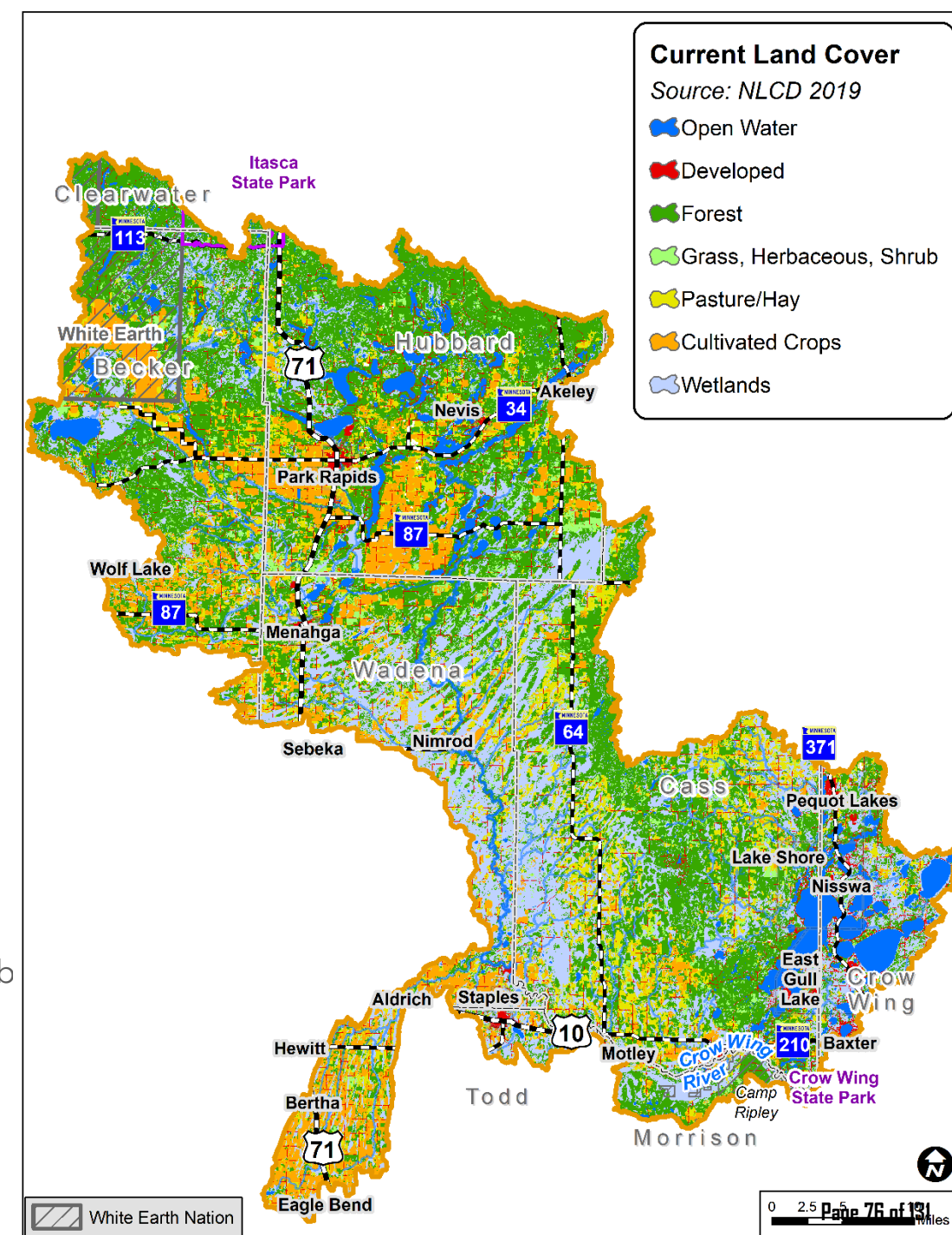
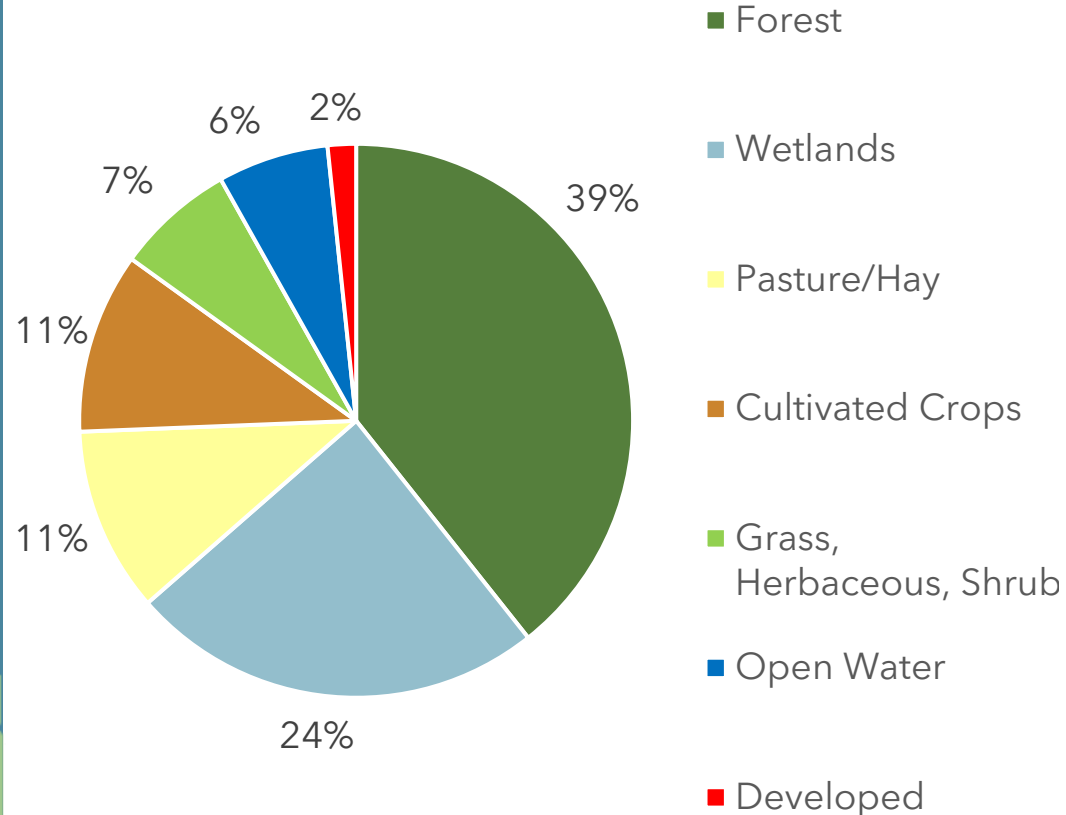
Introduction to the Watershed

- Park Rapids Area lakes
- Gull Lake Chain
- Forests & Wetlands
- Forest Conversion to Ag in the Pineland Sands
- Drumlins
- Very few water quality impairments



Introduction to the Watershed

75% Forest, Wetlands, Open Water, Grass



Introduction to the Watershed



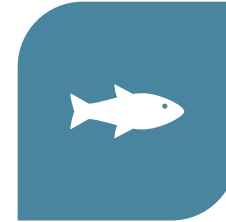
WILD RICE LAKES:
**37 LAKES FOR A
TOTAL OF 13,103
ACRES**



CISCO REFUGE
LAKES:
**8 FOR A TOTAL OF
6,448 ACRES**



PRIORITY SHALLOW
LAKES:
**87 FOR A TOTAL
OF 18,472 ACRES**



TROUT LAKES:
**2 FOR A TOTAL OF
354 ACRES**



TROUT STREAMS:
**112 MILES TOTAL,
10 STREAMS**



LAKES WITH HIGHEST
PHOSPHORUS SENSITIVITY:
**52 FOR A TOTAL OF 40,947
ACRES**



LAKES WITH OUTSTANDING
BIOLOGICAL SIGNIFICANCE:
**64 FOR A TOTAL OF 43,871
ACRES**

Planning Partnership

Memorandum of Agreement



Community Engagement

Public Kickoff

- 2 events, one in Park Rapids and one in Nisswa
- Top 5 public concerns:



Citizen Advisory Committee

- Met 3 times throughout the process

Beginning:

Brainstormed and prioritized issues

Middle:





Developed plan actions and vision statement

End:

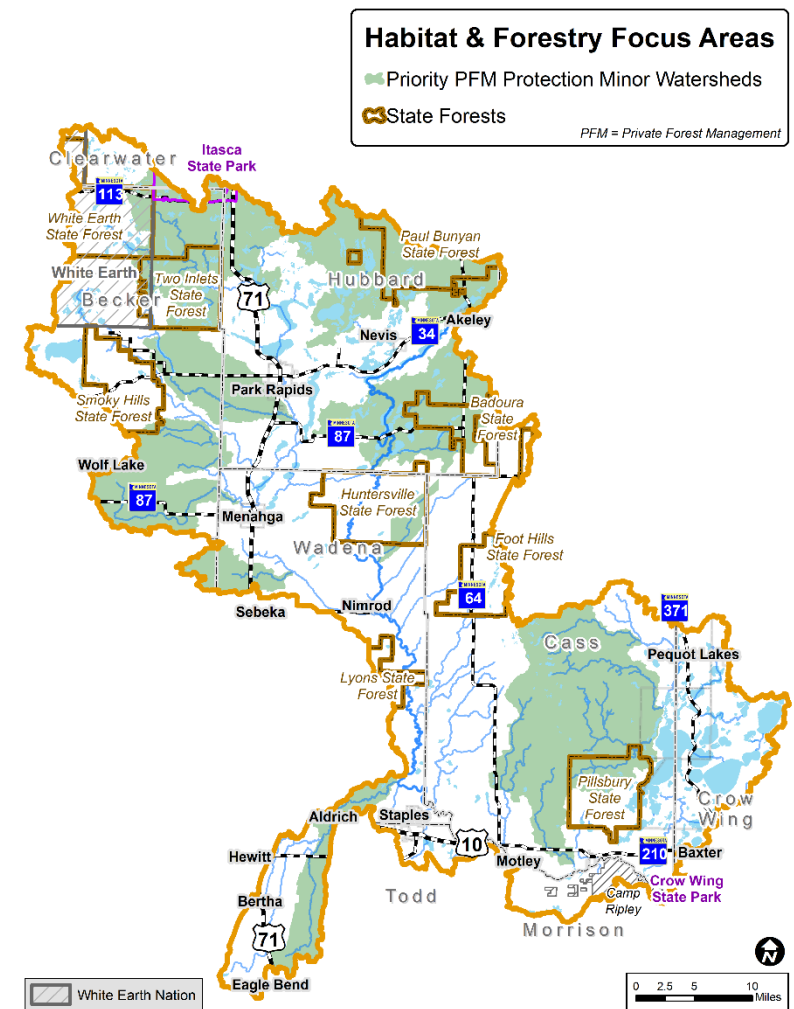
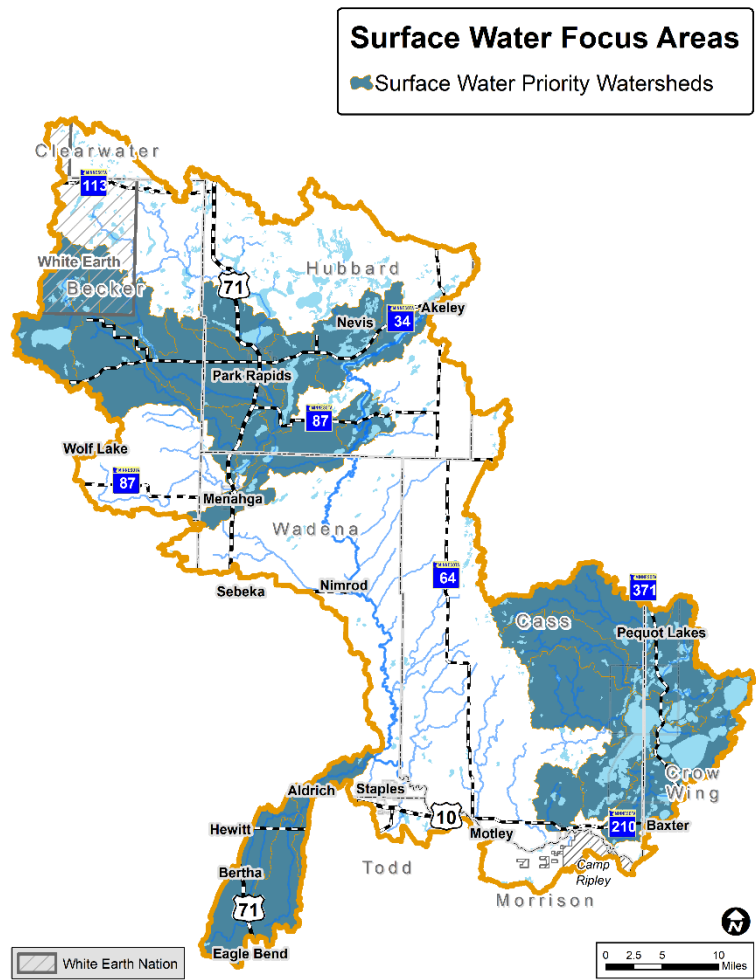
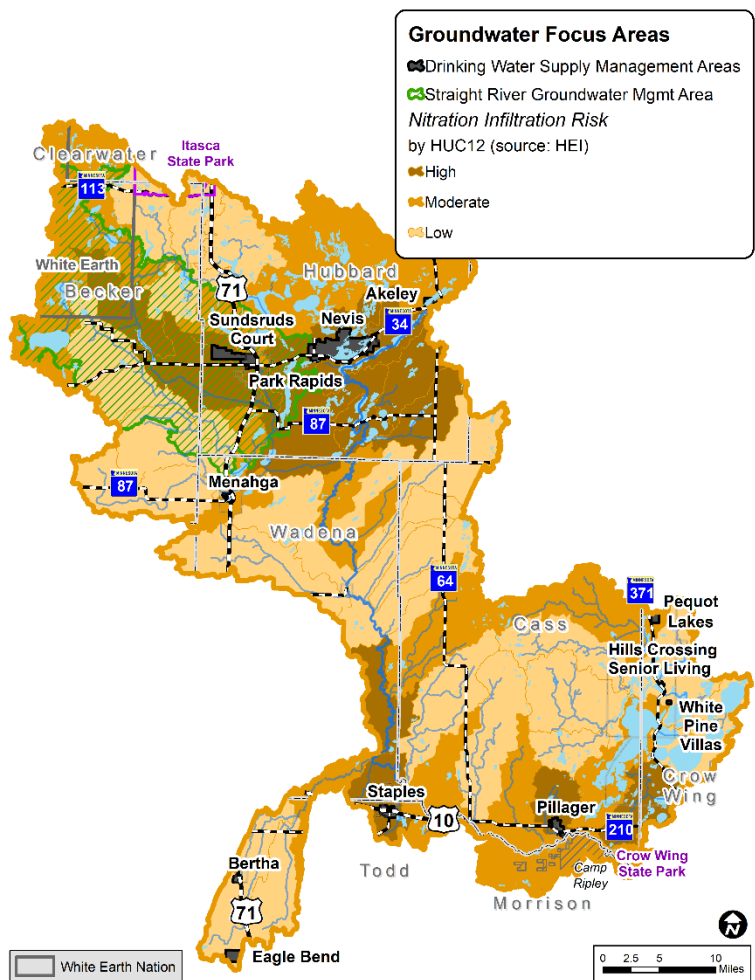
Reviewed full plan

Priority Issues



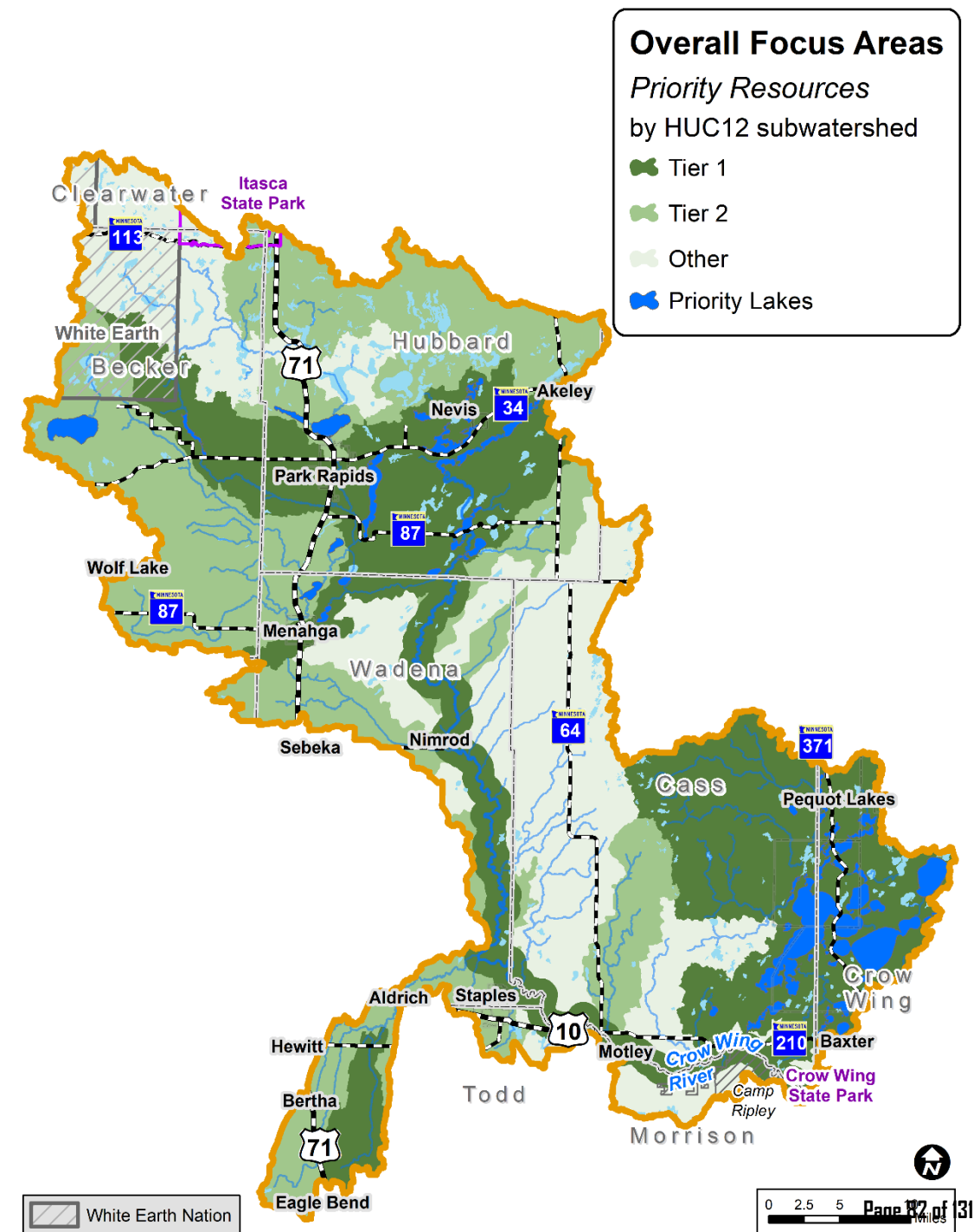
Resource Category	Issue Statement
  	Changes in land use
 	Lakeshore and riparian alteration
	Nutrient and bacteria runoff
	Plant and forest health
 	Soil health
	Drinking water quality
	Groundwater quantity
 	Sufficient protection
 	Alterations to natural drainage
  	Invasive species

Focus Resources



Overall Focus Areas

Outreach will be prioritized to Tier 1 areas



Measurable Goals

Land Protection

- Permanently protect **23,800 acres** (i.e. SFIA, easements, acquisitions).



Forest & Plant Health

- Implement **95,000 acres** of forestry management and **500 forest management plans**.



Shoreland Management

- Implement **two miles** of lakeshore/riparian enhancement.



Drinking Water Protection

- Implement **13,400 acres** of groundwater protection agricultural BMPs, and seal **150 wells**.



Agricultural Land Management

- Implement **27,100 acres** of agricultural Best Management Practices (BMPs).



Nutrient Reduction

- **Reduce phosphorus** in lakes and protect them from degradation. For individual lake goals, see Table 5.2.



Connectivity Enhancement

- Replace **10 barriers** to fish passage (dams, road crossings, culverts).



Resiliency








- **Build resiliency** into all projects implemented where possible (cover crops, stormwater management, forest protection).



Overall Benefits

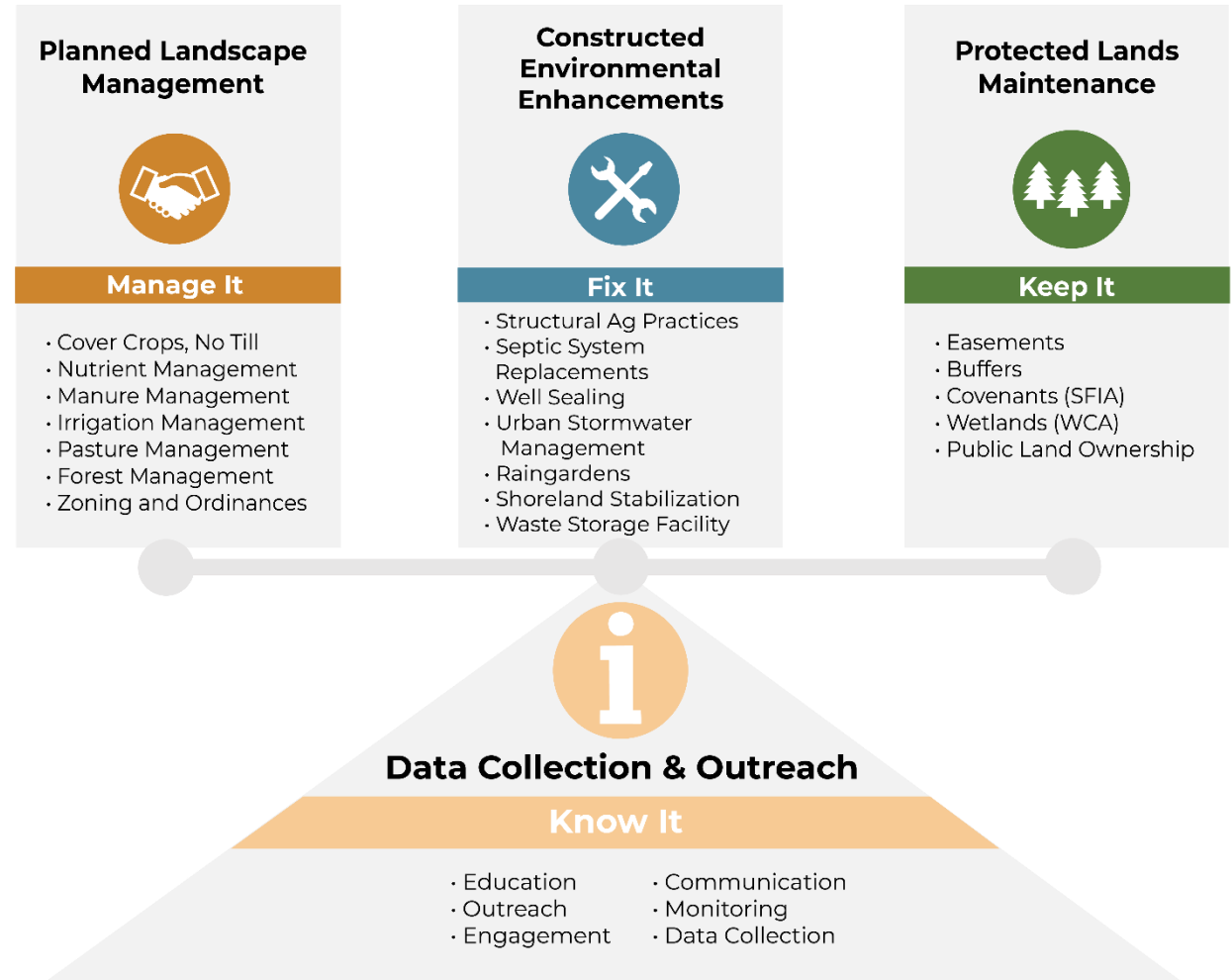
If all the goals are met, these are the secondary stacked benefits achieved.

Table 1.3. Overall benefits from implementing this 10-year plan.

	Benefit Description	Real World Equivalent
Surface Water Quality Benefits	Phosphorus: the pounds of phosphorus reduced by implementing all plan goals.	8,700 pounds/year; equivalent to:  4.4 million pounds of algae
	Sediment: the tons of sediment reduced by implementing all plan goals.	16,760 tons/year; equivalent to:  1,670 dump trucks of sediment
	Nitrogen: the pounds of nitrogen reduced by implementing all plan goals.	132,700 lbs/year; equivalent to:  3,317 bags of nitrogen fertilizer
Habitat Benefits	Habitat: acres of forest protected by implementing all plan goals.	23,800 acres; equivalent to:  the area covered by 2.5 Gull Lakes
	Habitat: length of shoreland and riparian land enhanced by implementing all plan goals.	2 miles; equivalent to:  the length of 30 football fields.
Climate Resiliency Benefits	Storage: the amount of new water storage on the landscape or in the soil by implementing all plan goals.	1 acre-foot; equivalent to:  1 football fields covered in 1 foot of water
	Carbon: the amount of carbon stored and sequestered by implementing plan goals.	7,501,290 tons; equivalent to:  Removing 5,997,249 gas vehicles driven for one year

Implementation

- The funding is balanced between programs
- Fixes are mainly for protection because there are very few impairments



Implementation

Table 1.2. Funding needed to implement the CWRCWMP.

Funding Level	Description	Estimated Annual Total	Estimated 10-Year Total
Level 2	The amount of funding needed to fully implement this plan <i>Level 1 funding=\$1,400,000/year</i> <i>2025-2026 WBIF Allocation=\$848,600/year</i> <i>Additional needed=\$751,400/year</i>	\$3,000,000	\$30,000,000
Level 3	Other/Partner funding <i>(SFIA, Lessard Sams, TNC, CRSL, NRCS)</i>	\$2,257,000	\$22,570,000
Total Level 2+3*		\$5,257,000	\$52,570,000

Overall Plan Highlights



- Prioritize, Target, Measure in Agricultural Lands = PTMApp
- Prioritize, Target, Measure in Forest Lands = Landscape Stewardship Plan, RAQ (Riparian, Adjacency, Quality)
- Individual Goal information is able to be pulled out and stand alone
- Climate Resiliency and Environmental Justice lenses throughout the plan
- Planning Process took about a year





Vision Statement

The Crow Wing Watershed was a historic transportation route and provided the necessities of life for generations. Today, we blend agriculture, forestry, tourism, and the lake community to protect our story and preserve resources for future generations.

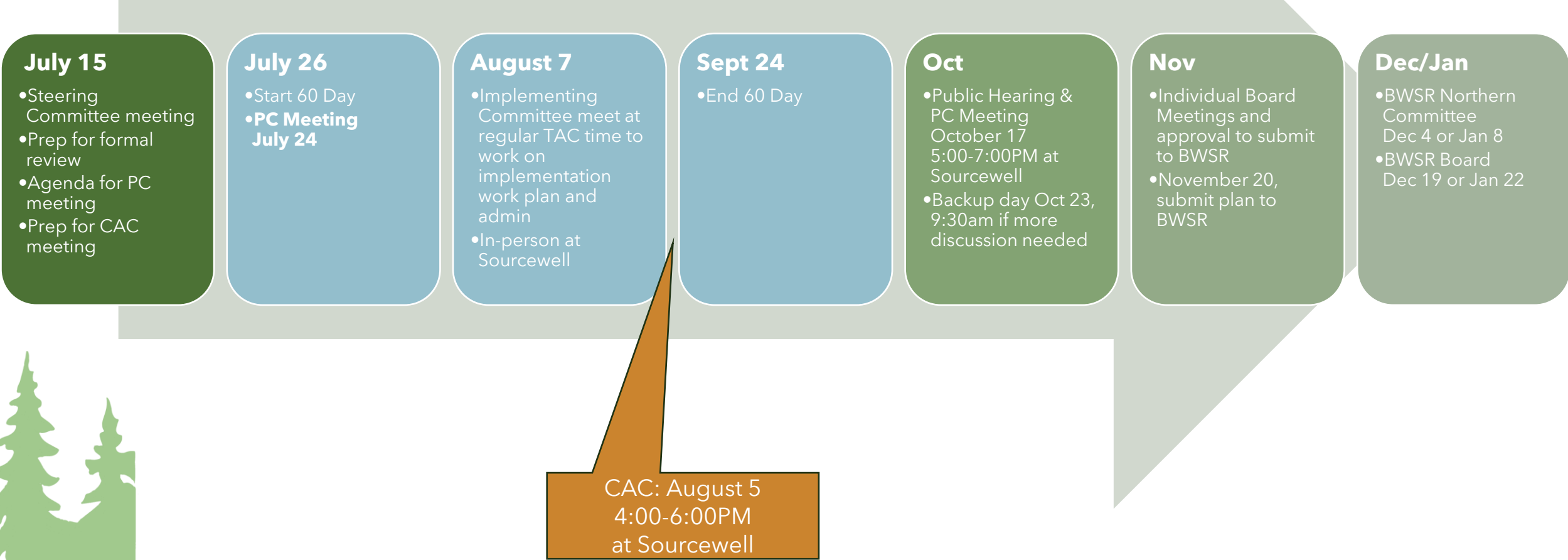
Next Up: Formal 60 Day Review

- July 26 – September 24
- Plan will be posted on the project website
- Review Authorities and public
 - Review Authorities will get a letter from Jake
 - Public will be noticed in the paper
- Comments must be submitted in writing to
 - Darren Mayers, BWSR
 - Jake Shaughnessy, Hubbard SWCD

CROW WING RIVER

Review Agency	Name	Email	Phone
MN Board of Water and Soil Resources	Darren Mayer, Board Conservationist	darren.mayers@state.mn.us	218-290-8384
	Ryan Hughes, Northern Region Manager	ryan.hughes@state.mn.us	218-770-9687
	Julie Westerlund, One Watershed, One Plan Coordinator	julie.westerlund@state.mn.us	651-600-0694
MN Department of Agriculture	Reid Christianson, Supervisor, Clean Water Technical Assistance Unit	reid.christianson@state.mn.us	651-201-6026
	Ryan Perish, Soil Scientist	ryan.perish@state.mn.us	218-898-0002
MN Department of Health	Chad Anderson, Regional Planner	chad.r.anderson@state.mn.us	651-201-5847
	Carrie Raber, Groundwater Restoration and Protection Strategies Coordinator	carrie.raber@state.mn.us	651-201-4695
MN Department of Natural Resources	Danica Derks, Hydrologist	danica.derks@state.mn.us	218-349-0227
	Nathan Kestner, State Program Administrative Manager Senior	nathan.kestner@state.mn.us	218-368-8747
	Barbara Weisman, Clean Water Operations Consultant	barbara.weisman@state.mn.us	651-259-5147
MN Environmental Quality Board*	Catherine Neuschler	catherine.neuschler@state.mn.us	651-757-2607
MN Pollution Control Agency	Bonnie Goshey, Watershed Project Manager	bonnie.goshey@state.mn.us	218-316-3897
	Jeff Risberg, Watershed Unit Coordinator	jeff.risberg@state.mn.us	651-757-2670

Timeline





STATE OF MINNESOTA
AGENCY AGREEMENT
 for
FEDERAL PARTICIPATION IN PRELIMINARY ENGINEERING

State Project Number: **003-070-019**_____

FAIN: **HSIP 0325(073)** _____

This Agreement is entered into by and between Becker County ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by federal funds, hereinafter referred to as the "Project"; and
2. The Local Government is proposing a federal aid project for preliminary engineering to design an intersection lighting project hereinafter referred to as "Preliminary Engineering;" and
3. The Preliminary Engineering is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 003-070-019, and in Federal Highway Administration ("FHWA") records as Minnesota Project HSIP 0325(073); and
4. The Assistance Listing Number (ALN) for this project is 20.205 and
5. These funds are not for research and development; and
6. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. **Effective Date.** This Agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Local Government's Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Preliminary Engineering.
- 2.2. **Staffing.**
 - 2.2.1. The Local Government will designate a publicly employed and registered engineer, ("Project Engineer"), to be in responsible charge of the Project and to supervise and direct the work performed under any contract let for the Project. If Local Government elects to use a private consultant for

engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project. The services of the Local Government to be performed pursuant to this Agreement may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project, the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project.

2.2.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.

3. Pre-Award and Award. The Local Government will follow the applicable Procurement Method

3.1. Competitive negotiation (qualifications-based selection). Local Government shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract, as specified in 23 U.S.C. 112(b)(2)(A).

3.1.1. The Local Government will prepare request for proposals in accordance with Minnesota law and applicable Federal laws and regulations.

3.1.2. The Local Government will solicit proposals for Preliminary Engineering after obtaining written notification from MnDOT that the FHWA has authorized the Project. Any Project advertised prior to authorization will not be eligible for federal reimbursement.

3.1.3. The Local Government will prepare and publish the request for proposals and any addendums for the Project as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid contracts as supplied by MnDOT. The solicitation will state where the Local Government will receive the sealed proposals.

3.1.4. The Local Government may not include other work in the contract for the authorized Project without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project.

3.1.5. The Local Government will receive, open, and evaluate proposals in accordance with the requirements of the Brooks Act. After the selecting the highest ranked firm, the Local Government will prepare an independent agency estimate of the Preliminary Engineering and enter into negotiations for a contract that is fair and reasonable to the Federal Government. The negotiation with the highest ranked firm will establish elements of contract costs, accepting indirect cost rate(s) for application to contracts, and assuring consultant compliance with the Federal cost principles in accordance with § 172.11. Subconsultant agreements must contain all required contract provisions, assurances, and certifications in accordance with § 172.9.

3.1.6. If the Local Government is unable to negotiate a satisfactory contract with the highest ranked firm, the Local Government must undertake negotiations with the next highest ranked firm, continuing the process until a contract agreement for fair and reasonable compensation is reached. Section 172.7(a)(1)(iv)(E)

- 3.1.7. The Local Government will verify suspension and debarment actions and eligibility of consultants, as specified in 2 CFR part 1200 and 2 CFR part 180; The Local Government will then evaluate interests, qualifications, or proposals and the ranking/selection of each eligible consultant.
- 3.1.8. If the proposal contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
- 3.1.9. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 3.1.10. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.
- 3.1.11. Local Government may not execute a contract in excess of \$50,000 with a third-party consultant or subcontractor for design of intersection lighting as determined by MnDOT, unless MnDOT has conducted a pre-award audit on the third-party consultant or subcontractor. Local Government may incorporate any recommendations resulting from MnDOT's pre-award audit into Local Government's contract with the third-party consultant or subcontractor. Costs for these services must be reasonable in relation to the services rendered. At any time during the Agreement or during the final audit, MnDOT may audit and adjust the costs charged for such services in accordance with 2 CFR 200.459. If Local Government has questions or is concerned that the costs charged for such services may not be reasonable, Local Government should contact MnDOT's authorized representative for guidance.
- 3.2. Small Purchases. Local Government may use the small purchase procedures that reflect applicable State laws and regulations for the procurement of engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as defined in 48 CFR 2.101). When a lower threshold for use of small purchase procedures is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds.
 - 3.2.1. The Local Government will prepare the scope of work, project phases, and contract requirements and shall not break these down into smaller components merely to permit the use of small purchase procedures.
 - 3.2.2. The Local Government will provide a minimum of two consultants to satisfy the adequate number of qualified sources reviewed. In instances where only two qualified consultants respond to the solicitation, the Local Government may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements which arbitrarily limited competition. Alternatively, a Local Government may pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re compete under a new solicitation as specified in § 172.7(a)(3)(iii)(C).
 - 3.2.3. The Local Government will negotiate contract costs in accordance with small purchase procedures; however, the allowability of costs shall be determined in accordance with the Federal cost principles.
 - 3.2.4. The Local Government will verify the full amount of any contract modification or amendment will not cause the total contract amount to exceed the established simplified acquisition threshold is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.
- 3.3. Non Competitive. The following requirements shall apply to the noncompetitive procurement method:
 - 3.3.1. The Local Government may use its own noncompetitive procedures that reflect applicable State and local laws and regulations and conform to applicable Federal requirements.
 - 3.3.2. The Local Government shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from FHWA before using this form of contracting.

3.3.3. The Local Government may award a contract by noncompetitive procedures under the following limited circumstances:

- (a) The service is available only from a single source;
- (b) There is an emergency which will not permit the time necessary to conduct competitive negotiations; or
- (c) After solicitation of a number of sources, competition is determined to be inadequate.
- (d) Contract costs may be negotiated in accordance with Local Government noncompetitive procedures; however, the allowability of costs shall be determined in accordance with the Federal cost principles.

3.4. Contract Administration. The Local Government will monitor the consultant's work and compliance with the terms, conditions, and specifications of the contract.

3.4.1. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.

3.4.2. The Local Government will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the Local Government. The Local Government will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.

3.4.3. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

3.4.4. The Local Government will determine the extent to which the consultant, which is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors and omissions in the work furnished under its contract;

3.4.5. The Local Government will assess administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and providing for such sanctions and penalties as may be appropriate; and

3.4.6. The Local Government will resolve disputes in the procurement, management, and administration of engineering and design related consultant services.

3.4.7. The Local Government will prepare a consultant's performance evaluation when services are completed and using such performance data in future evaluation and ranking of consultant to provide similar services.

3.4.8. The Local Government will close out the contract once the evaluation is completed.

3.4.9. The Local Government must comply with all applicable Federal, State, and local laws, ordinances, and regulations.

4. MnDOT's Duties

4.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

4.2. **Project Activities.**

4.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this Agreement.

4.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the proposal solicitation and will provide the required Federal-aid provisions to be included in the Proposal.

4.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation cannot be obtained, then the Local

Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

- 4.3. Authority. MnDOT may withhold federal funds, if MnDOT or the FHWA determines that the Project was not completed in compliance with federal requirements.
- 4.4. Inspection. MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of seven years following the closing of the construction contract.

5. Time

- 5.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence
- 5.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

6. Payment

- 6.1. The estimated cost of the Preliminary Engineering is \$33,000.
 - 6.1.1. It is anticipated that 90% (up to \$ 29,700) of the cost of the Preliminary Engineering is to be paid from federal funds made available by the FHWA, and that the remaining 10% shall be paid by the Local Government. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.
 - 6.1.2. Costs incurred as of the federal authorization date of 08/13/2024 will be eligible, if approved, for federal participation. Any costs incurred by the Local Government prior to the federal authorization date will not be eligible for federal participation.
 - 6.1.3. Eligible cost and expense, if approved, may consist of the following:
 - a. The cost of design of intersection lighting.
 - b. The direct labor charges for Local Government employees for the time that said employees are performing work pursuant to this Agreement must be documented in a Public Interest Finding and approved by the FHWA. Said labor charges may include the prorata share of "labor additives" applicable to said labor charges. Costs to the Local Government of "labor additives" consisting of holiday pay, vacation, sick leave, retirement, pension, unemployment taxes, compensation and liability insurance, lost time charges and similar costs incidental to labor employment will be reimbursed only when supported by adequate records.
 - c. The applicable equipment rental charges for Local Government owned equipment used by the Local Government and mileage charges for employee owned vehicles used by the Local Government on work performed pursuant to this Agreement, at rates reflective of the Local Government actual cost.
 - d. Expenditures for materials, supplies, mechanical data processing and equipment rental, limited to the actual expenditures for the purposes of this Agreement.
 - e. The cost incurred by the Local Government to employ outside forces to perform any or all of the work pursuant to this Agreement, subject to the provisions of section I.D. SUBLETTING.

- 6.1.4. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the Local Government are not eligible for federal participation.
- 6.1.5. Acceptability of costs under this Agreement will be determined in accordance with the cost principles and procedures set forth in the applicable Federal Acquisition Regulations, Contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR) 31 which is hereby incorporated by reference and made a part of this Agreement.
- 6.1.6. For costs expected to exceed \$33,000, the Local Government must request the preparation and execution of a supplement to this Agreement, prior to incurring such costs.
- 6.2. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will review and sign each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the Local Government, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.
 - 6.2.1. The Local Government may request partial payments not more than once each thirty (30) days. The Project Engineer will certify each partial payment.
 - 6.2.2. The invoice and supplements thereto, will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:
 - (a) A breakdown of labor by individual, classification, dates and hours worked times the applicable rate to arrive at a total dollar amount for each individual.
 - (b) The labor additive shall be applied to total labor dollars.
 - (c) The equipment charges shall be broken down by type of equipment times the applicable rate and dates used to arrive at total equipment charges.
 - (d) A detailed breakdown of outside services used and supporting invoices and documentation that costs of outside services have been paid.
 - (e) Detail for materials, supplies, and other items with the description, units, and unit prices included in the invoice. If materials or supplies are purchased from an outside source, a copy of that invoice should be included.
 - (f) The invoices will include 100% of eligible charges applicable to the Preliminary Engineering so that the prorata share of federal and Local Government participation can be applied to the total costs.
 - 6.2.3. Reimbursement of costs under this Agreement will be based on actual costs.
- 6.3. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 6.4. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the consultant in accordance with the terms of the construction contract for the Project(s).

- 6.4.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate. No more than 90% of the reimbursement due under this Agreement will be paid until completion of the final audit and approval by MnDOT's authorized representative.
- 6.4.2. Upon completion of the Project, the Local Government will prepare a final payment request in accordance with the terms of this Agreement. The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the consultant in accordance with the terms of the construction contract for the Project(s).
- 6.4.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records. MnDOT will review and certify the final payment request with a final audit.
- 6.4.4. No more than 90% of the reimbursement due under this Agreement will be paid until completion of the final audit and approval by MnDOT's authorized representative.
- 6.4.5. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds
- 6.4.6. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, If or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 6.5. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 6.6. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.
- 6.7. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.

7. Conditions of Payment.

- 7.1. All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government

will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

8. Authorized Representatives

8.1. MnDOT's Authorized Representative is:

Name: Elisa Bottos, or their successor.

Title: State Aid, State Aid Project Delivery Engineer

Phone: 651-248-1201

Email: elisa.bottos@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

8.2. The Local Government's Authorized Representative is:

Name: Jim Olson, or their successor.

Title: Becker County Engineer

Phone: 218-847-4463

Email: jdolson@co.becker.mn.us

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

9. Assignment Amendments, Waiver, and Agreement Complete

- 9.1. **Assignment.** Neither party will assign or transfer any rights or obligations under this Agreement without prior written approval of the other party.
- 9.2. **Amendments.** Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original Agreement, or their successors in office.
- 9.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 9.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 9.5. **Severability.** If any provision of this Agreement or the application thereof is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 9.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 9.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

10. Liability and Claims

- 10.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results

thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

10.2. Claims. The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project, including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

11. Audits

11.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

11.2. The Local Government will comply with the Single Audit Act of 1984(with amendment in 1996) and Office of Management and Budget (OMB)'s 2 CFR 200 Subpart F, including amendments and successors thereto, which are incorporated herein by reference.

11.3. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.

11.4. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

12. Government Data Practices. The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

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

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

15. Termination; Suspension

15.1. **Termination by MnDOT or Commissioner of Administration.** MnDOT or Commissioner of Administration may unilaterally terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro

rata basis, for services satisfactorily performed.

15.2. Termination for Cause. MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.3. Termination for Insufficient Funding. MnDOT may immediately terminate this Agreement if:

15.3.1. MnDOT does not obtain funding from the Minnesota Legislature; or

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

15.4. Suspension. MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

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

17. Fund Use Prohibited. The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

18. Discrimination Prohibited by Minnesota Statutes §181.59. The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on

account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 19. Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.

- 19.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 19.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 19.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 19.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 19.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act,

each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

19.1.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

19.1.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended** - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19.1.8. **Debarment and Suspension (Executive Orders 12549 and 12689)** - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

19.1.9. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19.1.10. Local Government will comply with 2 CFR § 200.323.

19.1.11. Local Government will comply with 2 CFR § 200.216.

19.1.12. Local Government will comply with 2 CFR § 200.322.

19.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

19.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights

Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

19.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

19.5. **Federal Funding Accountability and Transparency Act (FFATA).**

19.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 19.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 19.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 19.5.4. The Local Government will obtain a Unique Entity Identifier (UEI) number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project.
- 19.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

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Becker County

Becker County certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Engineer

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

RESOLUTION 09-24-1A

**AGENCY AGREEMENT WITH THE
MINNESOTA DEPARTMENT OF TRANSPORTATION**

Duly adopted this 3rd day of September 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
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 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 September 3, 2024, as recorded in the record of proceedings.

Carrie Smith
County Administrator



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

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

WITNESSETH:

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

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

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

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

WHEREAS, the State shall secure the Construction and Limited Use Permits necessary for the construction, operations and maintenance of the State Trail within the boundaries of T.H. 10 rights of way, administered by the Minnesota Department of Transportation administered T.H. 10 right of way corridor; and

WHEREAS, the County owns or has easement over lands located in Sections 28, 33, 34, T138N, R40W, Becker County, through which the State Trail as defined in the County developed plans will traverse and as shown in the map attached and incorporated into this agreement as **Exhibit B**; and

WHEREAS, the County cooperation with the State has developed the final construction plans and specifications for the development of the State Trail, which have been approved by the State, and are attached and incorporated into this agreement as **Exhibit C**; and

WHEREAS, the County is prepared to be the lead agency in the final construction engineering, construction inspection and construction contract bidding and contract administration necessary for the development of the State Trail, including a Trailhead parking facility, and additional state trail associated improvements as identified in the final plans and specifications represented in **Exhibit C**; and

WHEREAS, the State is willing to permit the County to be the lead agency in the final construction engineering, construction inspection and construction contract bidding and contract administration necessary for the development of the State Trail; and

WHEREAS, the State Trail as constructed by the County shall meet all applicable requirements of the Americans with Disabilities Act (ADA) and upon the completion, the State Trail shall be subject to review

and approval by the State; and

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

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

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

I. STATE'S DUTIES AND RESPONSIBILITIES

- a. The State shall provide technical assistance with the required construction engineering and inspection during the County's construction of the State Trail and associated improvements. The State Trail as constructed shall meet the applicable requirements of the ADA.
- b. The State shall provide funding assistance with the construction engineering, construction inspection and construction contract letting, and construction contract administration required for the construction of the State Trail and to be completed by the County. The State Trail shall meet the applicable requirements of the ADA.
- c. The State shall continue the coordination and consultation with the MNDOT necessary for the construction of the State Trail, including securing the Construction and Limited Use Permits necessary for the construction, operations, and maintenance of the State Trail.
- d. The State shall be permitted to review and approve all contracts and subcontracts for construction engineering, construction inspection and construction of the State Trail proposed by the County. Written approval and concurrence to award any contract will be provided to the County by the State's designated Project Contact.
- e. The State shall be permitted to review and approve all revisions to the final plans and specifications for the State Trail as proposed by the County during construction. State comment and approval of proposed revisions shall be provided to the County by the State's designated Project Contact and/or Project Engineer.
- f. The State shall permit the County to review and approve any modifications/revisions to the State Trail and associated improvements located within County administered lands proposed by the State during the term of this Agreement.
- g. Upon construction completion, the State shall be solely responsible for the operations, administration, and maintenance of the State Trail as a portion of the Heartland State Trail as established.
- h. The State reserves the right to inspect the State Trail and State Trail corridor at all times to ensure that the County complies with the terms of this Agreement.

II. COUNTY'S DUTIES AND RESPONSIBILITIES

- a. The County shall complete all construction engineering, construction inspection, construction contract bidding and contract administration necessary for the construction of the State Trail as represented in **Exhibit C**. The construction engineering and construction inspection shall be completed under the supervision of a professional engineer registered in the State of Minnesota.
- b. The County may subcontract for the services and expertise as necessary or required to complete the development of the State Trail, subject to the written approval by the State's designated Project Contact and/or Project Engineer. All contracts for the State Trail issued by the County shall meet the appropriate MN Prevailing Wages Rates.
- c. The County shall construct the State Trail and associated improvements in compliance with

Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. Operational Order 113 is incorporated into this agreement by reference and can be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

- d. The State Trail as constructed by the County shall meet all applicable requirements of the ADA.
- e. The County shall permit the State to review and approve the revision to or alteration to the final plans and specifications for the State Trail and associated improvements as proposed by the County during construction.
- f. The County shall approve and implement all changes or revisions to the final plans and specifications for the State Trail as proposed by the State's Project Engineer during construction.
- g. The County shall permit the State to review and approve any revision to or alterations of the State Trail and associated improvements located within County administered lands as proposed by the County during the term of this Agreement.
- h. Upon completion the County shall permit the State to operate, administer and maintain the State Trail located within County administered lands as identified in **Exhibit B**.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (b) above, however, the total obligation of the State for the construction of the facility under Article I (b), as referenced in the Plan, is not to exceed **\$1,100,000.00**. The obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

- a. *Effective Date:* **September 1, 2024**, or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later.
- b. *Expiration Date:* **June 30, 2026**, or when all obligations under Article II (a)(b)(c)(d)(e)(f)(g) has been satisfactorily fulfilled, whichever occurs first. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

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

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

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

IV. TERM

- a. *Effective Date:* **September 1, 2024** or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. The County shall not begin work under this Agreement until it is fully executed and the County has been notified by the State's authorized representative to begin the work.
- b. *Expiration Date:* **September 1, 2054** for a period of thirty (30) years except as otherwise provided herein or agreed to in writing by both parties. The agreement can be extended with a written amendment as agreed upon and signed by both parties.

V. LIABILITY

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

VI. AUDIT

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

VII. ANTITRUST

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

VIII. FORCE MAJEURE

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

IX. CANCELLATION

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

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

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

X. GOVERNMENT DATA PRACTICES

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

XI. PUBLICITY AND ELECTRONIC ACCESSIBILITY

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

All publicity shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: <https://mn.gov/mnit/programs/accessibility/>.

XII. COMPLETE AGREEMENT

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

XIII. AUTHORIZED REPRESENTATIVES

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

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

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

[The Balance OF This Page is Left Intentionally Blank]

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

DEPARTMENT OF NATURAL RESOURCES

COUNTY OF BECKER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

COUNTY OF BECKER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(Effective Date)

STATE ENCUMBERANCE VERIFICATION

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

Signed: _____

Date: _____

Contract: _____

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 09-24-1B

**COOPERATIVE CCONSTRUCTION AGREEMENT WITH
STATE OF MINNESOTA DNR**

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

Define the rights and obligations of the parties with respect to final construction engineering, construction inspection and construction contract bidding and contract administration necessary for the development of the State Trail, including a Trailhead parking facility, and additional state trail associated improvements as identified in the final plans and specifications of the Heartland State Trail between Becker County CSAH 10 and the City of Frazee, which are described in the agreement, and a copy of which was before the Board.

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

Duly adopted this 3rd day of September 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith

Carrie Smith
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 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 September 3, 2024, as recorded in the record of proceedings.

Carrie Smith
County Administrator

Capital Improvement Expenditure Request Form



Date Requested: 8/27/2024

Department: Land Use/Parks & Recreation

Department Head: Steve Skoog/Mitch Lundeen

EXPLANATION OF THE REQUEST

Purpose/Need: Construct a replacement shelter at the Dunton Locks County Park

REQUEST AMOUNT: \$ 501,548.25

Savings Achieved (Dollar Amount/Time/ Efficiency): There were five bids received for the construction of a replacement shelter, the bids ranged from \$477,665 to \$729,702.

Are There Sufficient Funds in Your Budget?

Yes ☐ No ☒

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

Yes ☒ No ☐

Please explain further, if necessary: The original cost estimate was \$372,418 which was to be split between a State grant and County funds and in-kind project contribution.

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

Date Request Completed: 9/3/2024

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



DOVETAIL
DEVELOPMENT

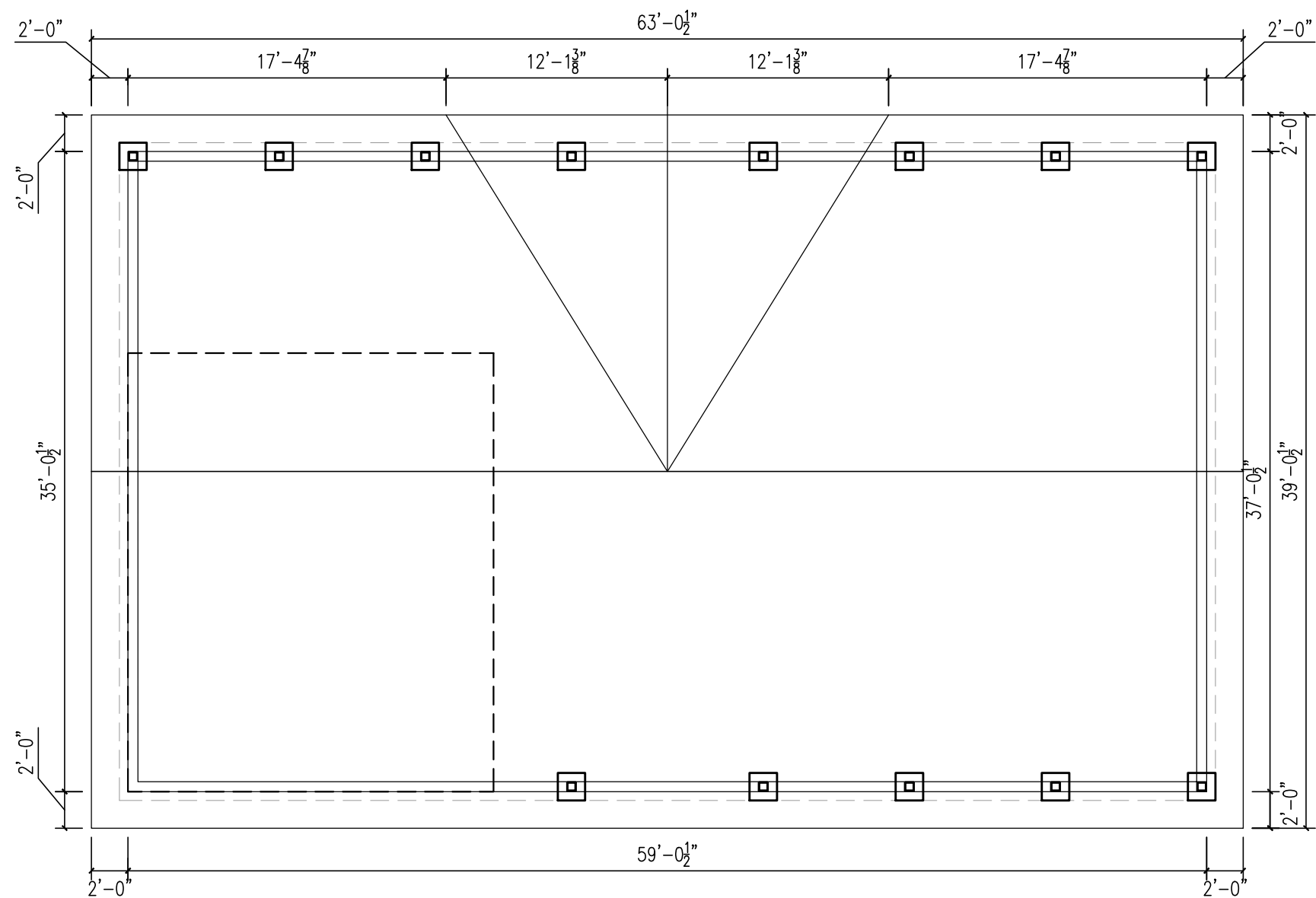
PO Box 335
 Fargo, North Dakota 58107
 Ph. 701-866-3506

GENERAL NOTES:

1. DIMENSIONS SHALL BE FROM OUTSIDE OF SHEATHING TO CENTER-LINE OF INTERIOR PARTIONS AND COLUMNS.
2. PROVIDE SPACE FOR SERVICE PANEL, INTERNET & SECURITY ACCESSORIES IN MECHANICAL ROOM.
3. INCLUDE RECESSED LED LIGHTING & PROTECTIVE COVERINGS, AS REQUIRED.
4. DOWNSPOUTS LEAD TO PROJECTED RAIN GARDEN(S). CONFIRM WITH OWNER FOR RAIN GARDEN(S) LOCATION.
5. BENCHES IN VESTIBULE AND PICNIC TABLES ARE NOT FIXED TO THE FLOOR.
6. PROVIDE FREE STANDING TRASH & RECYCLING RECEPTACLES.

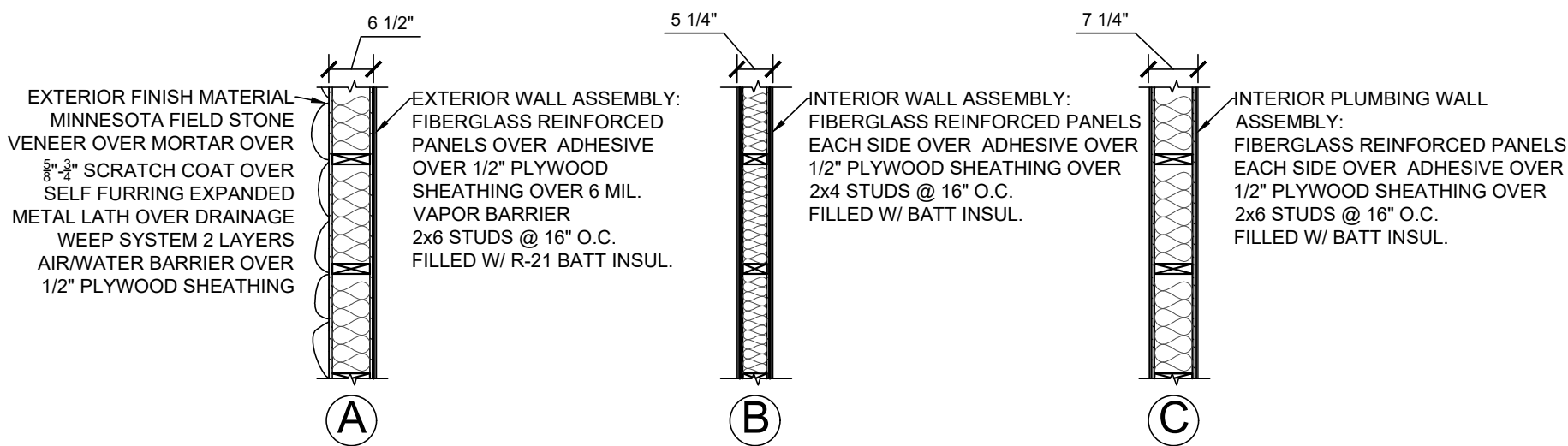
PLAN KEY NOTES

- 1 PROVIDE ADA GRAB BARS, TOILET ACCESSORIES & BLOCKING AS REQ'D - SEE MATERIAL SPEC & 1/A0.0 FOR MTG. HTS.
- 2 DIAPER CHANGING STATION SUPPLIED BY GC; INSTALLED BY CONTRACTOR.
- 3 PROVIDE SEMI-RECESSED FIRE EXTINGUISHER CABINET; MOUNTING HEIGHT SHALL BE 48" ABOVE FLOOR TO TOP OF CABINET; FIRE EXT. SHALL BE 2A RATED.
- 4 PROVIDE 2x2 MOP SINK
- 5 FLOOR DRAIN.
- 6 WATER HEATER MOUNTED ABOVE MOP SINK
- 7 POLISHED/SEALED CONCRETE FLOORS W/ ELECTRIC IN-FLOOR HEAT THROUGHOUT WARMING HOUSE
- 8 5' X 2' HOLLOW METAL WINDOW W/ INSULATED GLASS MOUNTED TOP OF FRAME AT 7'-2"A.F.F.
- 9 18" X 18" COLUMN BASE
- 10 STAINLESS-STEEL COUNTERTOPS
- 11 WATER FOUNTAIN, BOTTLE-FILL STATIONS (EX. ELKAY EZSTLBWSLK)
- 12 TRASH RECEPTACLE
- 13 FIBER & SERVICE PANELS
- 14 WALL MOUNTED GFI QUAD RECEPTACLES
- 15 BEAM OVERHEAD - SEE STRUCTURAL

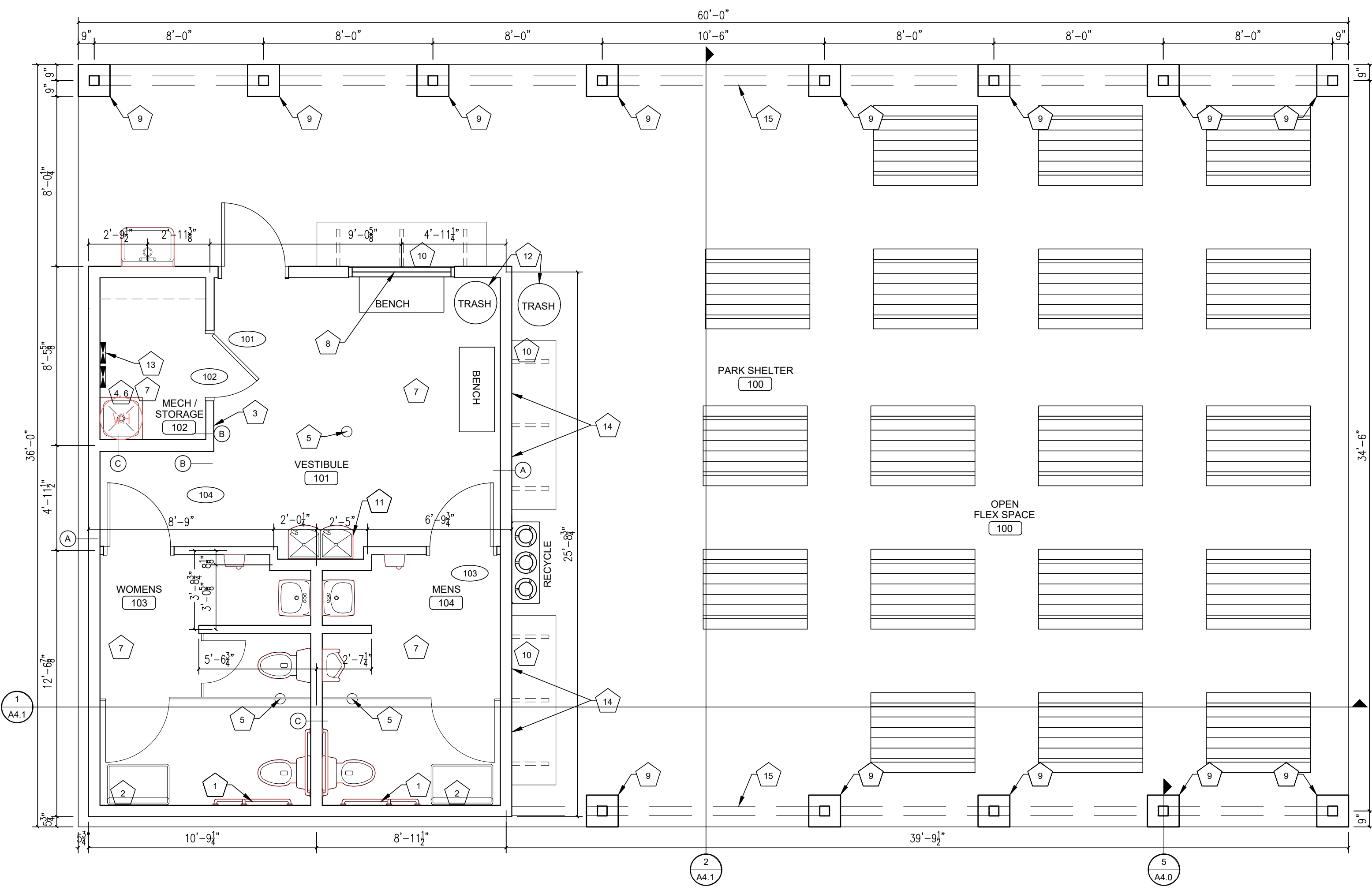


3 ROOF PLAN
A3.0 1/8" = 1'-0"

North



2 INTERIOR WALL TYPES
A3.0 SCALE: 1/2" = 1'-0"



1 FLOOR PLAN
A3.0 1/4" = 1'-0"

VFW Shelter
Dunton Locks
Detroit Lkaes, MN

2.13.2024

PROJECT NO.
DD# 23-005

A3.0
FLOOR PLAN

Dunton Locks VFW Shelter

- DETROIT LAKES, MN

CODE REVIEW:

The project is a new construction of 2,160 square foot Recreation Shelter footprint. The construction type is VB.

WE CERTIFY THAT THIS PROJECT WILL COMPLY WITH ALL MN BUILDING CODE 2020 REQUIREMENTS INCLUDING IBC 2018

Use and Occupancy Classification (Chapter 3)
Group A-5 - Outdoor Picnic Shelter

Construction Types (Chapter 6)
Type VB - Constructed of any combustible and non-combustible materials permitted by code.

Fire-Resistance Rating Requirements for Building Elements (hours)
Fire Resistance Rating at Type VB Construction

Structural Frame:	0-hour
Bearing Walls, exterior:	0-hour, non-combustible
Bearing Walls, interior:	0-hour, combustible
Non-bearing walls and partitions:	0-hour, combustible
Floor construction:	0-hour
Roof Construction:	0-hour

Allowable Building Height and Area (Table 504.3. 504.4, 506.2)
Group A-5
Type VB - Unlimited SF, 40 feet
Actual: 2,160 SF & 1-Story

Fire Protection Systems (Chapter 9 Section 903.2.1.5)
-This wood framed building is NOT fire sprinkled as the enclosed fire area does not exceed 1,000sf; Actual enclosed area = 520 sf
-Portable fire extinguishers will be provided in accordance with Section 906.1; see plan keynote 3, A3.0.

Occupant Load (Table 1004.1.2)
Shelter Area @ 1occ. / 15 net sf: 1,379sf / 15 net sf = 92 occupants
Mechanical & Storage @ 1occ. / 300 gross sf: 38sf / 300 gross sf = 1 Occ.
Warming room @ 1occ. / 50 gross sf: 198 / 50 gross sf = 4 Occ.
TOTAL BUILDING OCCUPANTS = 97 Occupants

Egress Width (Section 1005)
Doors and corridors = 2"/occupant
Doors - 32" min. clear per Section 1010.1.1.
Corridors - 44" min. per Table 1020.2.

Means of Egress Illumination (Section 1008)
Provide egress lighting not less than 1 footcandle at the walking surface throughout all egress corridors.

Distance to Exits (Section 1006.2.1/1017.2)
-Common path of travel shall not exceed 75 feet.
-Exit access travel distance can be 200 feet maximum per Table 1017.2.

Plumbing Fixtures (Table 2902.1)
A-5 occupancy (97 Occupants) -
Mens = 1 toilet fixture per 75 occ. for the first 1,500; $\frac{97}{75} = 1$ Mens, 2 Provided.
Womens = 1 toilet fixture per 40 for the first 1,250; $\frac{97}{40} = 1$ Womens, 2 Provided

DRAWING INDEX

CIVIL

C1.0 GENERAL NOTES
C1.1 EXISTING & REMOVALS / GRADING, UTILITIES, & PAVING

STRUCTURAL

S0.1 STRUCTURAL NOTES
S0.2 SPECIAL INSPECTIONS
S1.1 FOUNDATION PLAN
S2.1 ROOF FRAMING PLAN
S3.1 FOUNDATION DETAILS
S4.1 FRAMING DETAILS

ARCHITECTURAL

T1.0 TITLE SHEET / CODE PLAN
A0.0 NOTES & SCHEDULES
A3.0 FLOOR PLAN / ROOF PLAN
A4.0 EXTERIOR ELEVATIONS / DOOR & WINDOW ELEVATIONS
A4.1 BUILDING SECTIONS / WALL SECTION

PROJECT TEAM

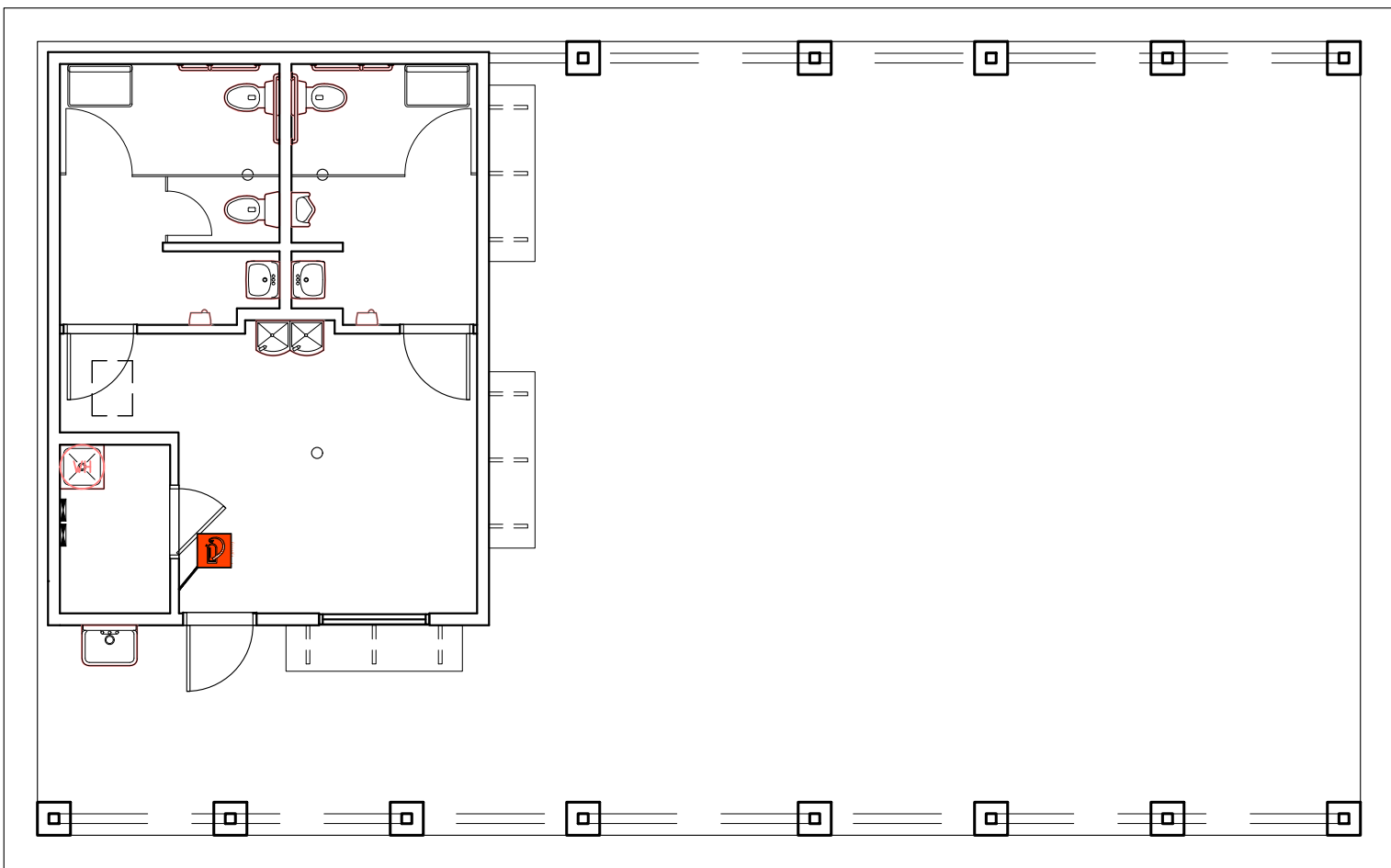
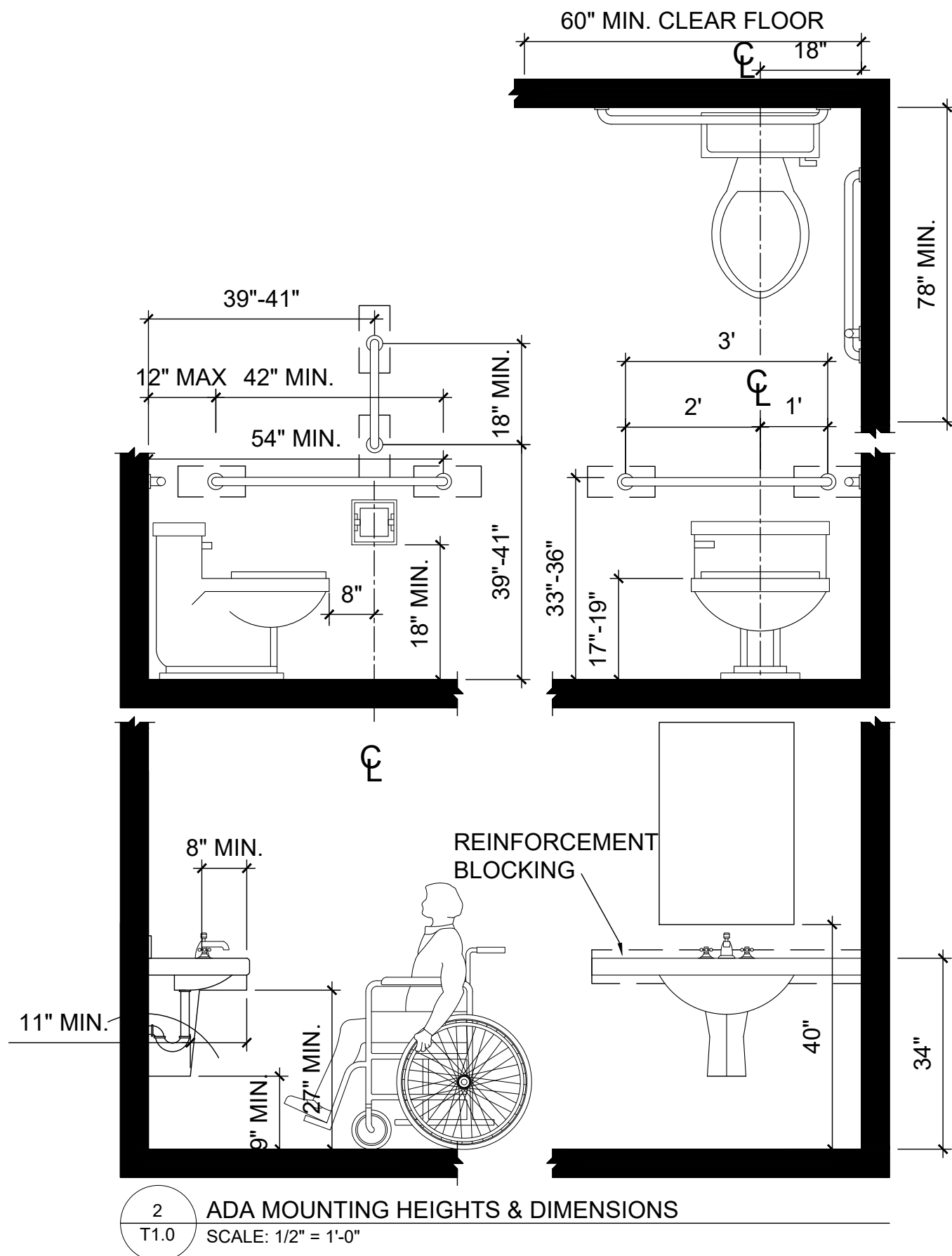
ARCHITECT: Dovetail Development, LLC
PO Box 355
Fargo, ND 58107
Ph 701.866.3506
Contact: Elissa Novotny
E-mail: elissa@dovetail-dvpt.com

CIVIL ENGINEER: Apex Engineering Group
920 McKinley Ave
Detroit Lakes, MN 56501
Ph 218-844-2582
Contact: Jon Pratt
E-mail: jon.pratt@apexenggroup.com

STRUCTURAL ENGINEER: Sandman Consulting
1587 30th Avenue South
Moorhead, MN 56560
PH 218.227.0022
Contact: Jessica Lobello
E-mail: jessica.lobello@sandmanse.com


CODE PLAN SYMBOLS LEGEND

 FIRE EXTINGUISHER



DOVETAIL
DEVELOPMENT

PO Box 335
Fargo, North Dakota 58107
Ph. 701-866-3506

Architect
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the state of Minnesota.
Signature: 
Typed or Printed Name: Elissa Novotny
Date: 7/25/2024
License Number: 53220

VFW Shelter
Dunton Locks
Detroit Lkaes, MN

7.25.2024

PROJECT NO.
DD# 23-005

T1.0
TITLE SHEET /
CODE PLAN

MATERIAL SPEC - INTERIOR

GENERAL NOTES FOR FINISH MATERIALS:

1. SUBMIT ALL MATERIALS TO G.C./OWNER FOR APPROVAL. NO SUBSTITUTIONS WITHOUT PRIOR WRITTEN APPROVAL FROM THE OWNER / ARCHITECT.
2. SEALANT SHALL MATCH THE FINISH MATERIAL IN THE SAME PLANE

FLOORS

CONC - S: SEALED CONCRETE
CONC - P: POLISHED AND SEALED CONCRETE

WALLS

FRP-1 - GLASLINER FRP, PANOLA FRP, OR APPROVED EQUAL; FINISH: TEXTURED; THICKNESS: 0.09"; COLOR: GRAY; LOCATIONS: ALL VESTIBULE AND TOILET ROOM WALLS, INCLUDING MOP SINK AT 48" A.F.F. AND OUT 2' EACH WAY FROM BASIN, AND WHERE NOTED ON DRAWINGS.
FRP-B - FRP COVED WALL BASE TRANSITION; MFG: SCHLUTER, MODEL: ECK-KHK INCLUDING ALL INSIDE / OUTSIDE CORNER ACCESSORIES, FINISH: STAINLESS STEEL, OR APPROVED EQUAL

PAINT

P-1 - STEEL COLUMNS, DOORS, AND FRAMES; COLOR: TBD
P-2 - VESTIBULE / TOILET ROOM CEILINGS; COLOR: TBD

COUNTERTOPS:

STAINLESS STEEL COUNTERTOPS

DOORS AND FRAMES

DOORS AND FRAMES MFG: CECO DOOR, CURRIES, FLEMING, STEELCRAFT, OR APPROVED EQUAL.

DOORS FRAMES:

1. INTERIOR DOOR FRAMES: 14 GAUGE, COLD-ROLLED STEEL COMPLYING WITH ASTM A1008 AND A568.
2. EXTERIOR DOOR FRAMES: 14 GAUGE, HOT-DIPPED ZINC COATED STEEL COMPLYING WITH ASTM DESIGNATION A653-97 A60.
3. ANCHORING: LOCATE ANCHORS NOT MORE THAN 18 INCHES FROM TOP AND BOTTOM OF FRAME. SPACE ANCHORS NOT MORE THAN 32 INCHES ON CENTER AND AS FOLLOWS: FOUR ANCHORS PER JAMB FROM 60 TO 90 INCHES HIGH.
DOORS: GRADES, AS DEFINED BY ANSI A250.8
1. INTERIOR DOORS: 1-3/4" THICK FLUSH DOORS, ANSI/SDI A250.8 LEVEL III-EXTRA HEAVY DUTY, MODEL 2, 16 GAUGE; VERTICAL SEAM CONTINUOUSLY WELDED AND DRESSED SMOOTH.
2. EXTERIOR DOORS: 1-13/4" THICK FLUSH DOORS, ANSI/SDI A250.8 LEVEL III - EXTRA HEAVY DUTY, MODEL 2, 16 GAUGE; GALVANIZED: VERTICAL SEAM CONTINUOUSLY WELDED AND DRESSED SMOOTH.
LOCKSETS: SCHLAGE ###-SERIES; STYLE: #####; FINISH: SATIN NICKEL

MISCELLANEOUS

A. WINDOW SILL: PROVIDE CORIAN LINEN SOLID SILL W/ 1/2" OVERHANG ABOVE 3/4" COVE TRIM @ WINDOW; PROVIDE EASED EDGE AT OUTSIDE CORNERS

TOILET PARTITIONS: FACTORY FABRICATED DOORS, PILASTERS, AND DIVIDER PANELS MADE OF SOLID MOLDED HIGH DENSITY POLYETHYLENE (HDPE), CEILING -HUNG AND WALL BRACED; MFG: AMPCO PRODUCTS, INC, ACCURATE PARTITIONS CORPORATION, GLOBAL PARTITIONS, SANYMETAL PRODUCTS, COMPANY, OR APPROVED EQUAL; THICKNESS: 1"; HEIGHT: 55 INCH; COLOR: TBD; TEXTURE: ANTI-GRAFFITI FINISH; CEILING ATTACHMENT: USE TWO ADJUSTABLE HANGIN STUDS, ATTACHED TO ABOVE-CEILING FRAMING; HEAD RAILS: HOLLOW STAINLESS STEEL TUBE 1X1-5/8 INCH SIZE WITH ANTI-GRIP STRIPS AND CAST SOCKET WALL BRACKETS; WALL BRACKETS: CONTINUOUS TYPE, POLISHED STAINLESS STEEL; PROVIDE SOLID BLOCKING IN ROOF / CEILING ASSEMBLY AS REQUIRED FOR MOUNTING

B. INTERIOR SIGNAGE: SGN-1 (SIGNAGE LETTER COLOR) = MATTE PARCHMENT; SGN-2 (SIGNAGE BACKGROUND COLOR) + MATTE GRAPHITE; CODE REQUIRED SIGNAGE ON TOILET ROOMS BY CONTRACTOR

C. TOILET ROOM ACCESSORIES:

1. TOILET PAPER DISPENSER: DOUBLE ROLL, SURFACE MOUNTED BRACKET TYPE, CHROME-PLATED ZINC ALLOY BRACKETS, SPINDLELESS TYPE FOR TENSION SPRING DELIVERY; MFG: IMPACT PRODUCTS, MODEL 2501, OR APPROVED EQUAL
2. GRAB BARS: STAINLESS STEEL, 1-1/2 INCHES OUTSIDE DIAMETER, MINIMUM 0.05 INCH WALL THICKNESS, NONSLIP GRASPING SURFACE FINISH, CONCEALED FLANGE MOUNTING; 1-1/2 INCHES CLEARANCE BETWEEN WALL AND INSIDE OF GRAB BAR; MFG: BRADLEY, MODEL 812, OR APPROVED EQUAL
3. SANITARY NAPKIN DISPOSAL UNIT: STAINLESS STEEL, SURFACE-MOUNTED, SELF-CLOSING DOOR, LOCKING BOTTOM PANEL WITH FULL-LENGTH STAINLESS STEEL PIANO-TYPE HINGE, REMOVABLE RECEPTACLE; MFG: RUBBERMADE, MODEL 6140, OR APPROVED EQUAL
4. DIAPER CHANGING STATION: MFG: KOALA KARE PRODUCTS; MODEL: KB200-01 HORIZONTAL WALL MOUNTED BABY CHANGING STATION; COLOR: GREY

D. UTILITY ACCESSORIES

1. MOP AND BROOM HOLDER: MFG: BRADLEY BRADEX, MODEL 9954, OR APPROVED EQUAL; LOCATION: MECHANICAL ROOM
2. ATTIC ACCESS: 22"x30" R-50 INSULATED ATTIC ACCESS LOCKABLE; MFG: BEST ACCESS DOORS; MODEL: BA-ATCR50-LK-22-30; COLOR: WHITE
- E. SEALANTS - SILICONE: MFG: DOW CORNING, PRODUCT 780 BUILDING SEALANT, OR APPROVED EQUAL; PROVIDE JOINT SEALANTS, BACKINGS AND OTHER RELATED MATERIALS THAT ARE COMPATIBLE WITH ONE ANOTHER AND WITH JOINT SUBSTRATES UNDER CONDITIONS OF SERVICE AND APPLICATION, AS DEMONSTRATED BY SEALANT MANUFACTURER BASED ON TESTING AND FIELD EXPERIENCE.

F. INSULATION

1. UNDER SLAB AND PERIMETER FOUNDATION INSULATION: EXTRUDED POLYSTYRENE BOARD INSULATION; MFG: DOW CHEMICAL CO, OWENS CORNING CORP, OR APPROVED EQUAL; R-VALUE: MINIMUM 5.4 R PER INCH OF MATERIAL AT 40 DEGREES F PER ASTM C518 OF THICKNESS SHOWN ON DRAWINGS.
2. WALL / ATTIC INSULATION: UNFACED GLASS FIBER BATT INSULATION: MFG: CERTAINTEE CORPORATION, JOHNS MANVILLE CORPORATION, OWENS CORNING CORP, OR APPROVED EQUAL. ACCESSORIES: 6 MIL VAPOR BARRIER SHALL BE PROVIDED AT INTERIOR FACE OF ENCLOSED PORTION OF BUILDING.

MATERIAL SPEC - EXTERIOR

GENERAL NOTES FOR FINISH MATERIALS:

1. SUBMIT ALL MATERIALS TO G.C./OWNER FOR APPROVAL. NO SUBSTITUTIONS WITHOUT PRIOR WRITTEN APPROVAL FROM THE OWNER / ARCHITECT.

STANDING SEAM METAL ROOF: WESTERN PRODUCTS SEAMLESS METAL ROOFING; PROFILE: LAID-LOCK LL-14; COLOR: DARK BRONZE, OR APPROVED EQUAL

SIDING 1: US SEAMLESS_EMCO; STYLE: 8" VERTICAL BOARD & BATT; COLOR: CHARCOAL, OR APPROVED EQUAL

WD-MTL 1: SIMULATED WOOD CEILING / SOFFIT CLADDING: US SEAMLESS_EMCO; STYLE: 8" PLANK PANEL, SMOOTH; INSTALLATION: PROVIDE ALL TRIMS, FLASHING, HAT CHANNELS AS REQ'D FOR A COMPLETE SYSTEM INSTALLATION; COLOR: SADDLE

FASCIA, GUTTER, SOFFIT, DRIP EDGE; COLOR: DARK BRONZE

DOWNSPOUTS; COLOR: DARK BRONZE

VENT COVERS: METAL; PAINTED TO MATCH SIDING OR MATCH TRIM

ATTIC LOUVERS: PREFINISHED METAL LOUVER W/ BIRD SCREEN TO MATCH SIDING; MFG: LOMANCO, OR APPROVED EQUAL; SIZE: 4:12 PITCH, 12" HEIGHT; COLOR: TBD

STONE-1: MFG.: D-STONE; WEATHER LEDGE; COLOR: TBD, OR APPROVED EQUAL

SPLASH BLOCKS: PROVIDE CONCRETE SPLASHBLOCK AT ALL DOWNSPOUT LOCATIONS, SIZE: 8" X 24"

SNOW GUARDS: GALVANIZED SNOW BARS, MFG: SNOBAR, STYLE: SB-MIIL-6FT FOR STANDING SEAM METAL ROOF, OR APPROVED EQUAL

HOLLOW METAL WINDOW:

*GLAZING: LOW-E INSULATED; U-VALUE: 0.27; SHG: 0.33

*20YR LIMITED WARRANTY FOR INSULATED GLASS

*1YR FOR GLASS STRESS BREAK

GENERAL NOTES:

1. THE CONTRACTOR SHALL CROSS VERIFY ALL CONTRACT DOCUMENTS, ELEVATIONS, DIMENSIONS AND EXISTING CONDITIONS PRIOR TO STARTING WORK. DISCREPANCIES SHALL BE NOTED TO THE G.C./ARCHITECT FOR REMEDIATION.
2. DIMENSIONS: PLAN DIMENSIONS ARE FROM OUTSIDE FACE OF FOUNDATION WALL / EXT. WALL TO CENTER OF INTERIOR STUD.
3. FIREBLOCKING: CONCEALED WALL SPACES PER MBC 2020 PARAGRAPH 718.1
 - a. FIREBLOCKING SHALL BE PROVIDED IN CONCEALED SPACES OF STUD WALLS AND PARTITIONS, INCLUDING FURRED SPACES, AND PARALLEL ROWS OF STUDS OR STAGGERED STUDS, AS FOLLOWS:
 - i. * VERTICALLY AT THE CEILING AND FLOOR LEVELS
 - ii. * HORIZONTALLY AT INTERVALS NOT EXCEEDING 10 FEET
4. FIREBLOCKING: CONNECTIONS BETWEEN HORIZONTAL AND VERTICAL SPACES PER MBC 2020 PARAGRAPH 718.2
 - a. FIREBLOCKING SHALL BE PROVIDED AT INTERCONNECTIONS BETWEEN CONCEALED VERTICAL STUD WALL OR PARTITION SPACES AND CONCEALED HORIZONTAL SPACES CREATED BY AN ASSEMBLY OF FLOOR JOISTS OR TRUSSES, AND BETWEEN CONCEALED VERTICAL AND HORIZONTAL SPACES SUCH AS OCCUR AT SOFFITS, DROP CEILINGS, COVE CEILINGS AND SIMILAR LOCATIONS.
5. FIREBLOCKING: CEILING AND FLOOR OPENINGS MBC 2020 PARAGRAPH 718.2.5
6. FIREBLOCKING MATERIALS: WHERE ANNULAR SPACE PROTECTION IS PROVIDED, FIREBLOCKING SHALL BE INSTALLED AT OPENINGS AROUND VENTS, PIPES, AND DUCTS AT CEILING AND FLOOR LEVELS, WITH AN APPROVED MATERIAL TO RESIST THE FREE PASSAGE OF FLAME AND THE PRODUCTS OF COMBUSTION. FIREBLOCKING SHALL CONSIST OF THE FOLLOWING MATERIALS (PARAGRAPH 718.2.1)
 - a. TWO-INCH (51 MM) NOMINAL LUMBER.
 - b. TWO THICKNESSES OF 1-INCH (25 MM) NOMINAL LUMBER WITH BROKEN LAP JOINTS.
 - c. ONE THICKNESS OF 0.719-INCH (18.3 MM) WOOD STRUCTURAL PANELS WITH JOINTS BACKED BY 0.719-INCH (18.3 MM) WOOD STRUCTURAL PANELS.
 - d. ONE THICKNESS OF 0.75-INCH (19.1 MM) PARTICLEBOARD WITH JOINTS BACKED BY 0.75-INCH (19 MM) PARTICLEBOARD.
 - e. ONE-HALF-INCH (12.7 MM) GYPSUM BOARD.
 - f. ONE-FOURTH-INCH (6.4 MM) CEMENT-BASED MILLBOARD.
 - g. BATTS OR BLANKETS OF MINERAL WOOL, MINERAL FIBER OR OTHER APPROVED MATERIALS INSTALLED IN SUCH A MANNER AS TO BE SECURELY RETAINED IN PLACE.
 - h. CELLULOSE INSULATION INSTALLED AS TESTED FOR THE SPECIFIC APPLICATION.
7. DRAFTSTOPPING: DRAFTSTOPPING IN ATTICS PER MBC 2020 PARAGRAPH 718.4
 - a. DRAFTSTOPPING SHALL BE INSTALLED TO SUBDIVIDE ATTIC SPACES AND CONCEALED ROOF SPACES, AS FOLLOWS:
* ATTIC SPACE SHALL BE SUBDIVIDED BY DRAFTSTOPS INTO AREAS NOT EXCEEDING 3,000 SQUARE FEET - ENTIRE ROOF DOES NOT EXCEED 3,000SF
8. VENTILATION: ATTIC SPACES PER MBC 2020 PARAGRAPH 1203.2
 - a. ENCLOSED ATTICS AND ENCLOSED RAFTER SPACES FORMED WHERE CEILINGS ARE APPLIED DIRECTLY TO THE UNDERSIDE OF ROOF FRAMING MEMBERS SHALL HAVE CROSS VENTILATION FOR EACH SEPARATE SPACE BY VENTILATING OPENINGS PROTECTED AGAINST THE ENTRANCE OF RAIN AND SNOW. BLOCKING AND BRIDGING SHALL BE ARRANGED SO AS NOT TO INTERFERE WITH THE MOVEMENT OF AIR. A MIN. OF 1 INCH OF AIRSPACE SHALL BE PROVIDED BETWEEN THE INSULATION AND THE ROOF SHEATHING. THE NET FREE VENTILATING AREA SHALL NOT BE LESS THAN 1/300 OF THE AREA OF THE SPACE VENTILATED, PROVIDED A VAPOR RETARDER HAVING A TRANSMISSION RATE NOT EXCEEDING 1 PERM (PER ASTM E 96) IS INSTALLED ON THE WARM SIDE OF THE ATTIC INSULATION. A MAX. OF 50 PERCENT OF THE REQUIRED VENTING IS TO BE LOCATED ALONG THE RIDGE AND A MIN. OF 50 PERCENT ALONG THE EAVE, BUT IT MUST EXCEED THE HIGH VENTING PROVIDED - SEE ROOF PLAN FOR VENTING CALCULATIONS.
9. ACCESS PANELS: COORDINATE LOCATIONS WITH G.C. & ARCHITECT; SEE SPEC FOR ATTIC ACCESS.

SUBMITTALS

1. SHOP DRAWINGS - SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO PROCEEDING.
2. ARCHITECTURAL PLANS AND ELEVATIONS ARE FOR DESIGN INTENT ONLY. ANY DISCREPANCIES BETWEEN ARCHITECTURAL DRAWINGS AND SHOP DRAWINGS MUST BE BROUGHT TO THE ATTENTION OF G.C./ARCHITECT PRIOR TO APPROVAL OF SHOP DRAWINGS
3. O&M SUBMITTAL
 - a. SUBMIT AN OPERATIONS AND MAINTENANCE MANUAL THAT INCLUDES THE FOLLOWING OPERATIONS AND MAINTENANCE AND WARRANTY DOCUMENTATION FOR ALL PRODUCTS INSTALLED INCLUDING THE FOLLOWING:
 - a. STRUCTURAL FRAMING
 - b. HVAC EQUIPMENT
 - c. PLUMBING FIXTURES
 - d. LOCATION WATER-SYSTEM TURN-OFFS
 - e. ELECTRICAL FIXTURES
 - f. LANDSCAPING
 - g. SITE IRRIGATION SYSTEM
 - h. INTERIOR FINISHES
 - i. EXTERIOR FINISHES

MECHANICAL GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE STATE OF MINNESOTA BUILDING CODE, 2020 MNMC and 2020 MNFGC, AND ANY LOCAL AMENDMENTS.
2. REVIEW ARCHITECTURAL PLANS FOR EQUIPMENT LOCATIONS.
3. PROVIDE ALL CUTTING AND PATCHING REQUIRED FOR THE SYSTEM INSTALLATION.

PLUMBING GENERAL NOTES:

1. DRAIN, WASTE, AND VENT PIPING SHALL BE SCHEDULE 40 PVC WITH SOLVENT WELD JOINTS.
2. WATER PIPING (BELOW GRADE) SHALL BE TYPE K HARD DRAWN COPPER TUBING WITH NO JOINTS BELOW THE FLOOR OR DUCTILE IRON PIPE.
3. WATER PIPING (ABOVE GRADE) SHALL BE PEX PIPING.
4. ALL HOT AND COLD WATER PIPING SHALL BE INSULATED WITH 1" THICK FIBERGLASS INSULATION AND WHITE KRAFT PAPER VAPOR BARRIER JACKET.
5. BALL VALVES SHALL BE CLASS 150, 400 PSI CWP, NIBCO, CONBRACO, OR MILWAUKEE VALVES.
6. GAS PIPING (BELOW GRADE) SHALL BE HDPE PIPING LABELED FOR GAS SERVICE WITH FUSION WELDED SOCKET FITTINGS.
7. GAS PIPING (ABOVE GRADE) SHALL BE SCHEDULE 40 BLACK STEEL. PIPING 2" AND SMALLER CAN BE THREADED OR WELDED FITTINGS. PIPING 2-1/2" AND LARGER SHALL BE WELDED FITTINGS. INSIDE THE BUILDING CSST MAY BE USED AT THE CONTRACTOR'S OPTION WHERE ALLOWED BY THE INTERNATIONAL FUEL GAS CODE.
8. ALL EQUIPMENT DRAINS AND OVERFLOWS SHALL BE TYPE L COPPER WITH SOLDERED JOINTS OR SCHEDULE 40 PVC WITH SOLVENT WELD JOINTS.
9. FLOOR DRAINS: ZURN Z4115B OR APPROVED EQUAL, CAST IRON BODY, ADJUSTABLE COLLAR WITH POLISHED NICKEL BRONZE STRAINER.
10. WALL CLEANOUTS: CAST IRON BODY WITH STAINLESS STEEL COVERS.
11. FLOOR CLEANOUT: ADJUSTABLE WITH CAST IRON BODY AND ROUND CAST IRON TOP.
12. WALL HYDRANT: NON-FREEZE HYDRANT WITH A REMOVABLE HANDLE AND INTEGRAL BACKFLOW PREVENTER. FINISH: BRONZE.
13. PLUMBING FIXTURES: SEE PLUMBING FIXTURE SCHEDULE
14. ALL CLEARANCES SHALL BE PROVIDED AT ALL PLUMBING FIXTURES
15. ALL WATER AND SANITARY LINES SHALL BE CONCEALED WITHIN STUD FRAMING. ANY LOCATIONS THAT CONFLICT WITH STRUCTURAL BRACING OR WORK OF OTHER TRADES SHALL BE BROUGHT TO THE ATTENTION OF THE G.C./ARCHITECT IMMEDIATELY FOR REVIEW OF THE CONDITION AND APPROVAL OF SOLUTION.
16. DRAIN INSTALLATION: PLUMBER'S PUTTY SHALL BE USED FOR ALL DRAIN INSTALLATIONS; THE USE OF CAULKING/SEALANT WILL NOT BE TOLERATED.
17. PLUMBING HOLES IN WALLS ARE TO BE DRILLED, SEALED, AND COMPLETELY COVERED BY ESCUTCHEON PLATES.

HVAC GENERAL NOTES:

1. DUCTWORK SHALL BE HOT-DIPPED GALVANIZED G60 STEEL, FABRICATE AND SUPPORT IN ACCORDANCE WITH SMACNA HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE, AND AS INDICATED. PROVIDE DUCT MATERIAL, GAUGES, REINFORCEMENT, AND SEALING FOR OPERATING PRESSURES.
2. JOINT SEALANTS: NON-HARDENING, WATER RESISTANT, MILDEW AND MOLD RESISTANT. PROVIDE HEAVY MASTIC OR LIQUID USED ALONE OR WITH TAPE, SUITABLE FOR JOINT CONFIGURATION AND COMPATIBLE WITH SUBSTRATES, AND RECOMMENDED BY MANUFACTURER FOR PRESSURE CLASS OF DUCTS. SEALANT SHALL HAVE FLAME SPREAD OF ZERO, SMOKE DEVELOPED OF ZERO, WHEN TESTED IN ACCORDANCE WITH ASTM E 84.
3. DUCT INSULATION R-VALUES LISTED ARE MINIMUM VALUES. THE REQUIREMENT IS FOR INSTALLED R-VALUE ASSUMING 25% COMPRESSION OF THE INSULATION POUNDS PER CUBIC FOOT (PCF).
 - a. EXHAUST DUCTS WITHIN 10 FT OF EXTERIOR OPENINGS: 2" THICK, 1.5 PCF, FLEXIBLE FIBERGLASS WITH VAPOR BARRIER JACKET.
 - b. OUTSIDE AIR INTAKE, MIXED AIR, AND RELIEF DUCTS: 2" THICK, 1.5 PDF, FLEXIBLE FIBERGLASS WITH VAPOR BARRIER JACKET (R-5).
 - c. INSULATED FLEXIBLE DUCTS SHALL BE R-5 IN CEILING SPACE AND R-12 IN ATTIC SPACE.
 - d. PROVIDE 7-DAY HARDWIRED PROGRAMMABLE THERMOSTAT WITH BATTERY BACK-UP AND CORRECT NUMBER OF STAGES OF HEATING AND FOR THE EQUIPMENT IT SERVES.
 - e. PROVIDE TESTING, ADJUSTING AND BALANCING ON ALL MECHANICAL AND PLUMBING EQUIPMENT.
4. INSTALL EXHAUST FANS IN ALL TOILET ROOMS AND MECHANICAL ROOM.
5. ALL EXTERIOR WALL CAPS FOR VENTING SHALL BE METAL WALL CAP WITH DAMPER PAINTED TO MATCH ADJACENT SIDING - COOK WCR-4, OR APPROVED EQUAL.

ELECTRICAL GENERAL NOTES:

1. THE CONTRACTOR SHALL PROVIDE ALL ITEMS, ARTICLES, MATERIALS, OPERATIONS OR METHODS LISTED, MENTIONED OR SCHEDULED ON DRAWINGS, INCLUDING ALL LABOR, MATERIALS, EQUIPMENT, AND INCIDENTALS REQUIRED FOR THEIR COMPLETION. THE WORD "PROVIDE" AND "WORK" SHALL MEAN THAT THE CONTRACTOR SHALL FURNISH AND INSTALL.
2. CONTRACTOR IS UNDERSTOOD TO HAVE INCLUDED IN THE STATE EXCISE TAX ON ALL SALES OF BUILDING MATERIALS, SUPPLIES AND EQUIPMENT
3. ALL OUTLETS, FIXTURES, AND EQUIPMENT SHALL BE FULLY CONNECTED TO PROPER SOURCES OF POWER SUPPLY AND LEFT READY FOR USE.
4. COOPERATE WITH OTHER TRADES: MAKE KNOWN TO OTHER TRADES ARRANGEMENT OF ELECTRICAL WORK, EXAMINE WORK OF OTHER TRADES TO AVOID ANY CONFLICTS. EXAMINE DRAWINGS OF OTHER TRADES TO DETERMINE EXACT EQUIPMENT LOCATIONS. EXAMINE MANUFACTURER'S SHOP DRAWINGS TO DETERMINE ROUGH-IN REQUIREMENTS.
5. PROVIDE TEMP POWER CONNECTION
6. PERMITS, FEES AND CODES: PAY ALL COSTS FOR PERMITS, FEES AND INSPECTIONS REQUIRED BY AUTHORIZED AGENCIES HAVING JURISDICTION OVER ELECTRICAL WORK. ELECTRICAL SYSTEM SHALL CONFORM TO REQUIREMENTS OF N.E.C. STATE, AND LOCAL ELECTRICAL CODES, LOCAL AUTHORITIES AND UTILITY COMPANY.
7. EQUIPMENT MANUFACTURERS, OTHER THAN THOSE LISTED, WILL BE ACCEPTABLE UPON WRITTEN APPROVAL. ALL ELECTRICAL MATERIALS SHALL BE LISTED AND LABELED BY U.L. AND SHALL CONFORM TO NEMA AND OTHER INDUSTRY STANDARDS.
8. PROVIDE ENGRAVED PLASTIC NAME PLATES ON ALL DISCONNECT SWITCHES, MOTOR STARTERS, AND CONTROL DEVICES.
9. PROVIDE TYPEWRITTEN DIRECTORIES IN BRANCH PANEL BOARDS WITH CLEAR PLASTIC SHIELDS. PROVIDE ENGRAVED PLASTIC NAME PLATES ON ALL DISCONNECT SWITCHES, MOTOR STARTERS, CONTROL DEVICES, AND SWITCHES IN SERVICE ENTRANCE EQUIPMENT.
10. TESTS: ENTIRE ELECTRICAL SYSTEM SHALL BE FULLY TESTED AND CORRECTED OF ANY SHORT CIRCUITS, OPEN GROUNDS, FAULTY WIRING, AND INCORRECT CONNECTIONS.
11. WARRANTY: COMPLETE ELECTRICAL SYSTEM INCLUDING ALL MATERIALS, EQUIPMENT, AND LABOR SHALL BE WARRANTIED FOR A PERIOD OF ONE YEAR BEGINNING WITH DATE OF ACCEPTANCE OF BUILDING BY THE OWNER.
12. PROVIDE EXIT LIGHTING, EMERGENCY LIGHTING, AND OCCUPANCY SENSORS / SWITCHES PER CODE.
13. PROVIDE AN ASTRONOMIC TIMER TO CONTROL ALL EXTERIOR BUILDING AND SIGN LIGHTS
14. SEE EXTERIOR ELEVATIONS FOR EXTERIOR FIXTURES
15. THESE DRAWINGS ARE FOR DESIGN INTENT ONLY. ELECTRICAL CONTRACTOR SHALL PROVIDE DESIGN DOCUMENTS BY MASTER ELECTRICIAN AS REQUIRED TO MEET STATE AND LOCAL CODE SUBMITTAL REQUIREMENTS FOR PLAN REVIEW.
16. RECEPTACLE COLOR: GRAY



**DOVETAIL
DEVELOPMENT**

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Architect
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the state of Minnesota.
Signature: *Elissa Novotny*
Typed or Printed Name: Elissa Novotny
Date: 7/25/2024
License Number: 55220

VFW Shelter
Dunton Locks
Detroit Lkaes, MN

7.25.2024

PROJECT NO.
DD# 23-005

A0.0

PROJECT NOTES /
MATERIAL SPEC

LIGHT FIXTURE SCHEDULE

***NOTE: ALL LIGHT FIXTURE SELECTIONS TO BE REVIEWED/APPROVED BY OWNER / ARCHITECT PRIOR TO ORDERING MATERIALS; PROVIDE BASE SPEC BELOW, OR APPROVED EQUAL**

TYPE	LOCATION	DESCRIPTION	MFG.	MODEL NO.	QUANTITY	NOTES
A	SHELTER AREA	10" SURFACE MOUNT LED DISK LIGHT	SATCO - NUVO	62/1813	32 + 4 ATTIC STOCK = 36	970-1080 LUMENS; LED; 3000K; BLACK; 5YR WARRANTY
EM		EMERGENCY LIGHT	SURE LITES	APL SERIES	1	
EX1	FRONT ELEVATION	GOOSE NECK	NEO	RNSA16/LED1130	3	3000K; COLOR: BB
F	TOILET ROOMS	EXHAUST FAN	BROAN	ARE80	2	80CFM
HD	TOILET ROOMS	HAND DRYER	GLOBAL INDUSTRIAL	641565	2	HIGH VELOCITY; ADA

PLUMBING FIXTURE SCHEDULE

****NOTE: ALL PLUMBING FIXTURE SELECTIONS TO BE REVIEWED/APPROVED BY ARCHITECT PRIOR TO ORDERING MATERIALS**

TYPE	LOCATION	DESCRIPTION	MFG.	MODEL NO.	COLOR	QTY
UTILITY SINK	PARK SHELTER	Regency 50 1/2" 16 Gauge Stainless Steel One Compartment Commercial Sink with Galvanized Steel Legs and 1 Drainboard - 24" x 24" x 14" Bowl	REGENCY	60S1242424GR	STAINLESS STEEL	1
FAUCET	PARK SHELTER	W/ FIXED POST DEEP CUP LOCK	KEENEY	1432SS	STAINLESS STEEL	1
MOP SINK	MECHANICAL	UTILITY SINK FAUCET	CHICAGO	509-GVBL12XKCA8	CHROME	1
FAUCET	MECHANICAL	2'x2' MOP SINK	MUSTEE	63M	WHITE	1
FAUCET	TOILET ROOMS	MOP SINK FAUCET	CHICAGO	445-RC897SXXCP	CHROME	1
		TOUCHLESS LAV FAUCET	CHICAGO		CHROME;	
			FAUCETS	EVRA12D-41ABCP	HARDWIRED	2
			AMERICAN			
SINK	TOILET ROOMS	WALL HUNG SINK	STANDARD	LUCERNE 20-1/2"	WHITE	2
TOILET	TOILET ROOMS	CADET PRO RIGHT	AMERICAN	3517A 101; 4188A		
		HEIGHT ELONGATED TOILET	STANDARD	105/106	WHITE	3
TOILET SEAT	TOILET ROOMS	TOILET SEAT	BEMIS	1500EC	WHITE	3
	MENS TOILET	PINTBROOK URINAL	AMERICAN			
		.5GPF	STANDARD	6002001	WHITE	1
		Refrigerated Drinking Fountain with Mechanical Activation Sports Bottle Filler, Bi-Level	OASIS	PG8SBFSL	GREYSTONE	1

REFLECTED CEILING PLAN AND ELECTRICAL LEGEND

*GENERAL RCP NOTES:

- ELECTRICAL TO PROVIDE POWER TO ALL OWNER EQUIPMENT
- LED DISC LIGHT
- EMERGENCY LIGHT W/ BATTERY BACK-UP
- ELECTRIC HAND-DRYER
- QUAD RECEPTACLE
- SINGLE POLE SWITCH
- GOOSE NECK FIXTURE
- CEILING MOUNTED VACANCY SENSOR
- EXHAUST FAN SUPPLIED BY MECH; POWER BY ELECTRICAL
- THERMOSTAT

		FLOORS		WALLS				CEILING		REMARKS
ROOM #	ROOM NAME	FLOOR	BASE	NORTH	SOUTH	EAST	WEST	CEILING	HT.	
100	PARK SHELTER	CONC-S	-	-	-	-	-	WD-MTL 1	10'-0"	-
101	VESTIBULE	CONC-P	FRP-B	PWD/FRP-1	PWD/FRP-1	PWD/FRP-1	PWD/FRP-1	GYP BD/P-2	10'-0"	-
102	STORAGE / MECH	CONC-P	FRP-B	PWD/FRP-1	PWD/FRP-1	PWD/FRP-1	PWD/FRP-1	GYP BD/P-2	10'-0"	-
103	WOMENS	CONC-P	FRP-B	PWD/FRP-1	PWD/FRP-1	PWD/FRP-1	PWD/FRP-1	GYP BD/P-2	10'-0"	-
104	MENS	CONC-P	FRP-B	PWD/FRP-1	PWD/FRP-1	PWD/FRP-1	PWD/FRP-1	GYP BD/P-2	10'-0"	-

DOOR SCHEDULE						
DOOR	ROOM NAME	DOOR/OPENING SIZE	DOOR TYPE	FRAME TYPE	HW	REMARKS
101	VESTIBULE	3'-0" X 7'-0" X 1-3/4"	D1	F1	2	EXTERIOR, INSULATED
102	MECHANICAL / STORAGE	3'-0" X 7'-0" X 1-3/4"	D1	F1	1	INTERIOR
103	WOMENS	3'-0" X 7'-0" X 1-3/4"	D1	F1	2	INTERIOR
104	MENS	3'-0" X 7'-0" X 1-3/4"	D1	F1	2	INTERIOR

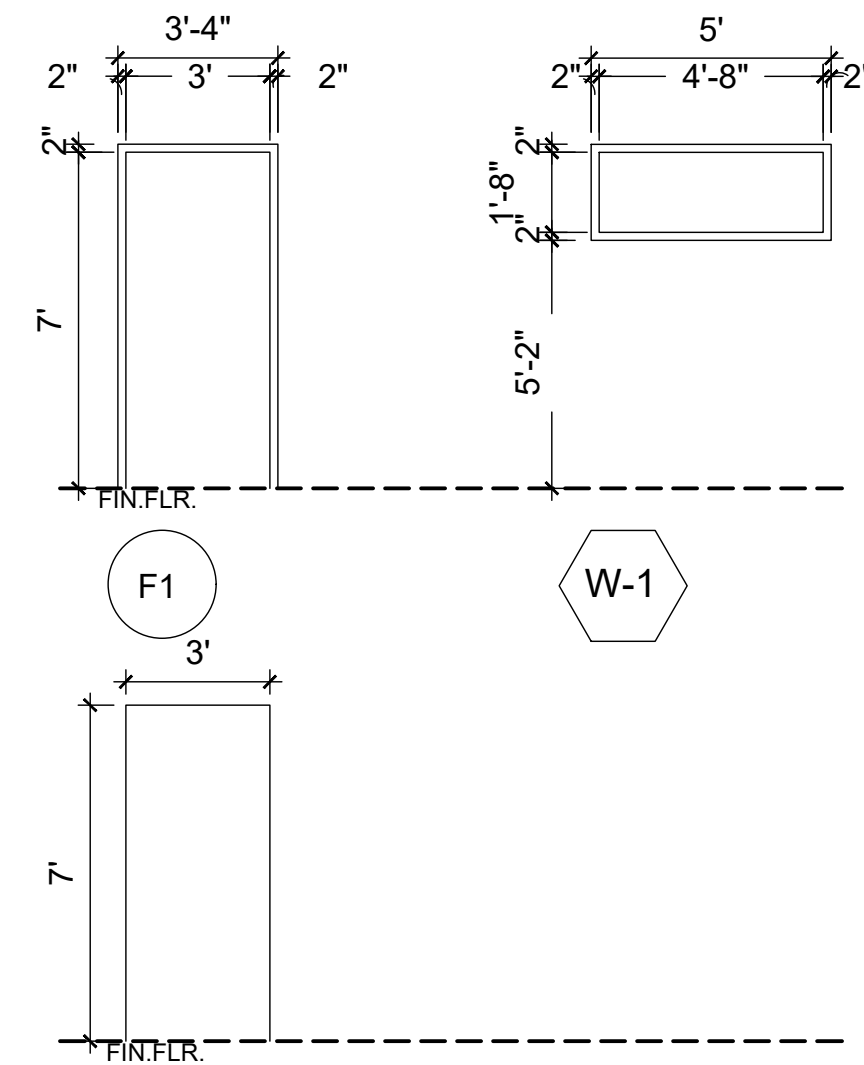
HARDWARE GROUPS

HARDWARE GROUP 1: MECHANICAL / STORAGE

- 3-HINGES 5-KNUCKLE BALL BEARING FULL MORTISE
- 1-LOCKSET (STOREROOM FUNCTION)
- 1-WALL STOP (WHERE REQ'D)
- 3-DOOR SILENCERS

HARDWARE GROUP 2: VESTIBULE / TOILET ROOMS

- 3-HINGES 5-KNUCKLE BALL BEARING FULL MORTISE
- 1-LOCKSET (CLASSROOM FUNCTION)
- 1-WALL STOP
- 3-DOOR SILENCERS
- 1-CLOSER



HOLLOW METAL DOOR
SCALE: 1/4"=1'-0"

DOOR / WINDOW ELEVATIONS
SCALE: 1/4"=1'-0"

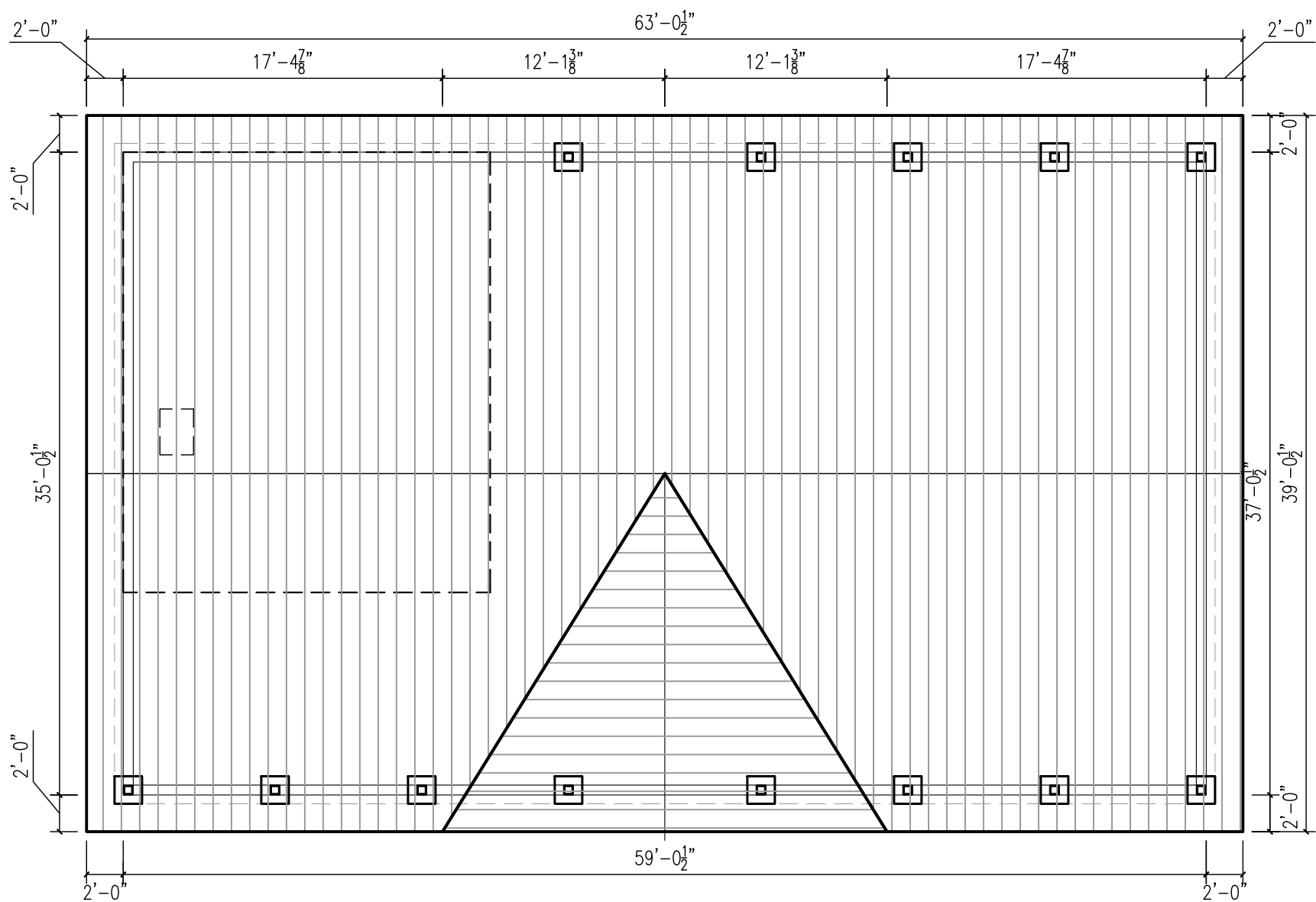
GENERAL NOTES:

- DIMENSIONS SHALL BE FROM OUTSIDE OF SHEATHING TO CENTER-LINE OF INTERIOR PARTITIONS AND COLUMNS.
- MECHANICAL & ELECTRICAL SYSTEMS: DESIGNED/ENGINEERED BY CONTRACTOR; INFORMATION ON THESE DRAWING SHEETS ARE FOR DESIGN INTENT ONLY.
- PROVIDE SPACE FOR SERVICE PANEL, INTERNET & SECURITY ACCESSORIES IN MECHANICAL ROOM.
- BUILDING UTILITIES SHALL BE STUBBED OUT 5'-0" FROM EDGE OF FOUNDATION FOR FUTURE CONNECTION OF RELOCATED SITE UTILITIES.

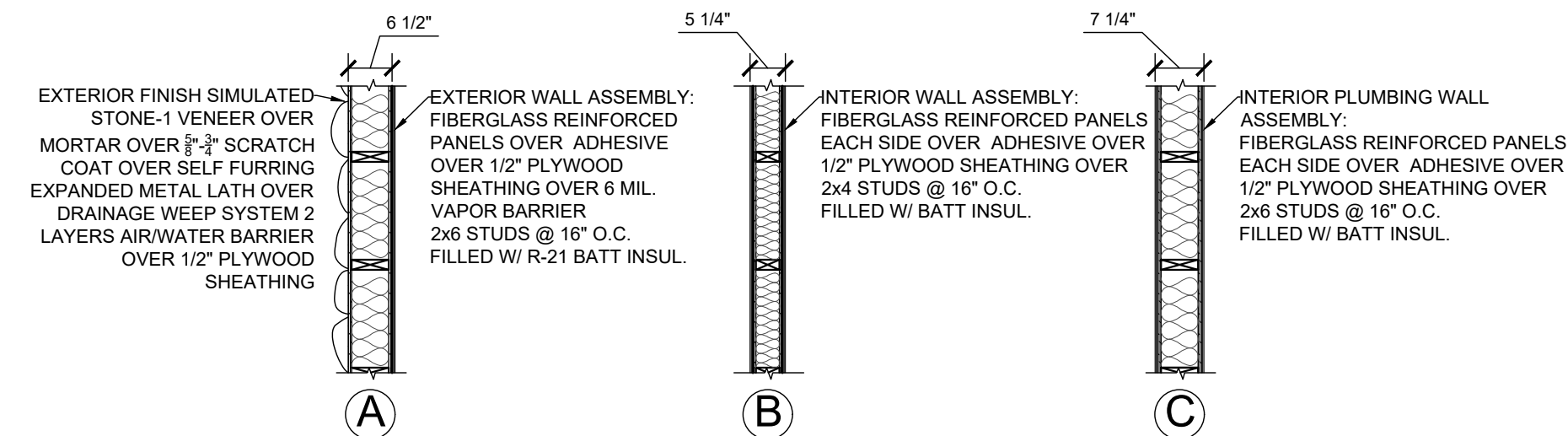
PLAN KEY NOTES

- PROVIDE ADA GRAB BARS, TOILET ACCESSORIES & BLOCKING AS REQ'D - SEE MATERIAL SPEC & 1/T1.0 FOR MTG. HTS.
- DIAPER CHANGING STATION - SEE SPEC
- PROVIDE SEMI-RECESSED FIRE EXTINGUISHER CABINET; MOUNTING HEIGHT SHALL BE 48" ABOVE FLOOR TO TOP OF CABINET; FIRE EXT. SHALL BE 2A RATED.
- PROVIDE 2x2 MOP SINK - SEE SPEC
- FLOOR DRAIN - SEE SPEC
- WATER HEATER MOUNTED ABOVE MOP SINK
- POLISHED/SEALED CONCRETE FLOORS W/ ELECTRIC IN-FLOOR HEAT THROUGHOUT WARMING HOUSE
- 5' X 2' HOLLOW METAL WINDOW W/ INSULATED GLASS MOUNTED TOP OF FRAME AT 7'-2"A.F.F.
- 18" X 18" COLUMN BASE
- STAINLESS-STEEL COUNTERTOPS - SEE SPEC
- DRINKING FOUNTAIN - SEE PLUMBING SCHEDULE
- FIBER & SERVICE PANELS
- WALL MOUNTED GFI QUAD RECEPTACLES
- BEAM OVERHEAD - SEE STRUCTURAL

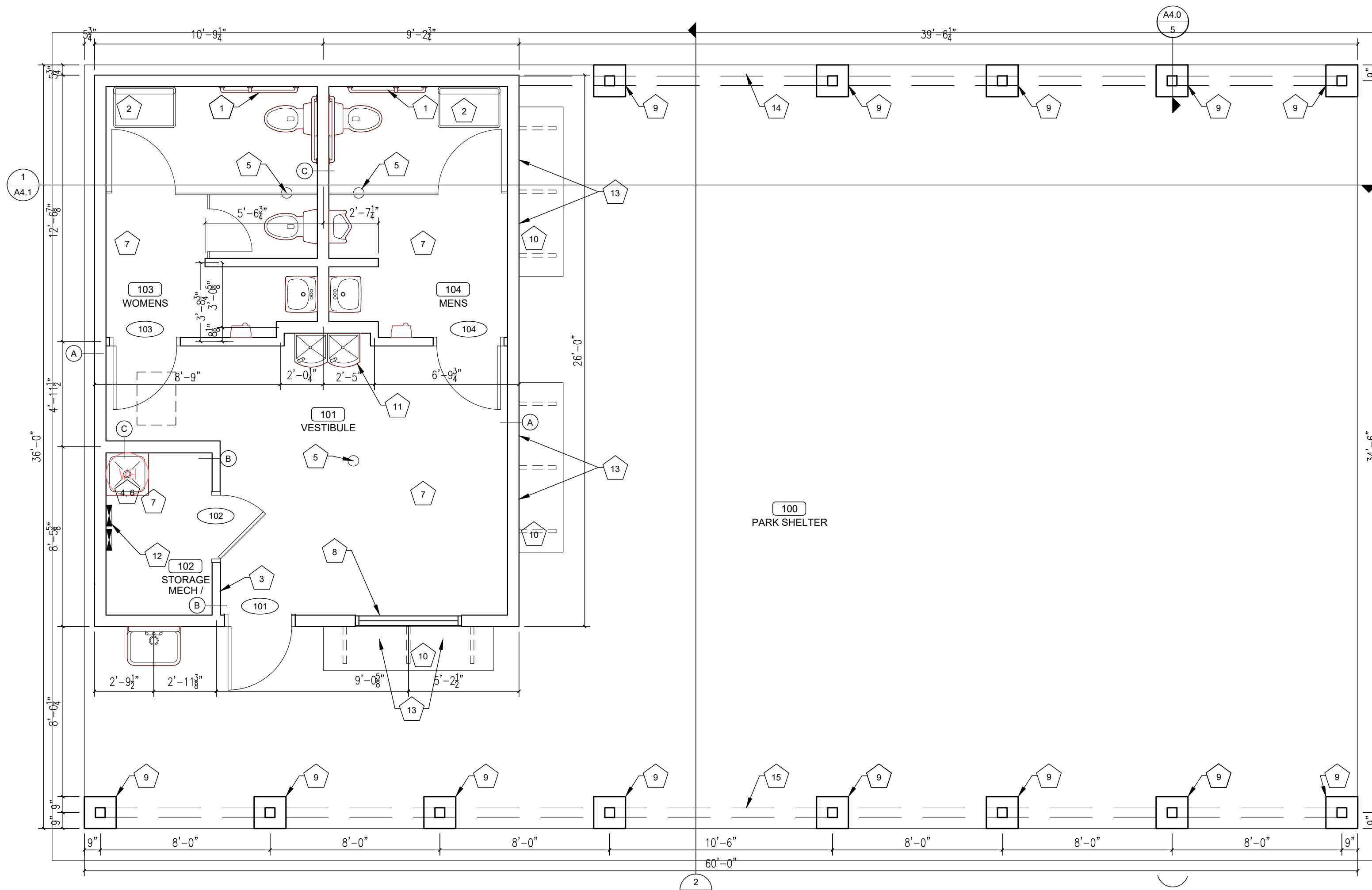
4 ELECTRICAL DESIGN INTENT
1/8" = 1'-0"



3 ROOF PLAN
1/8" = 1'-0"



2 INTERIOR WALL TYPES
SCALE: 1/2" = 1'-0"



1 FLOOR PLAN
1/4" = 1'-0"



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I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the state of Minnesota.
Signature: *Elissa Novotny*
Typed or Printed Name: Elissa Novotny
Date: 7/25/2024 License Number: 55220

VFW Shelter
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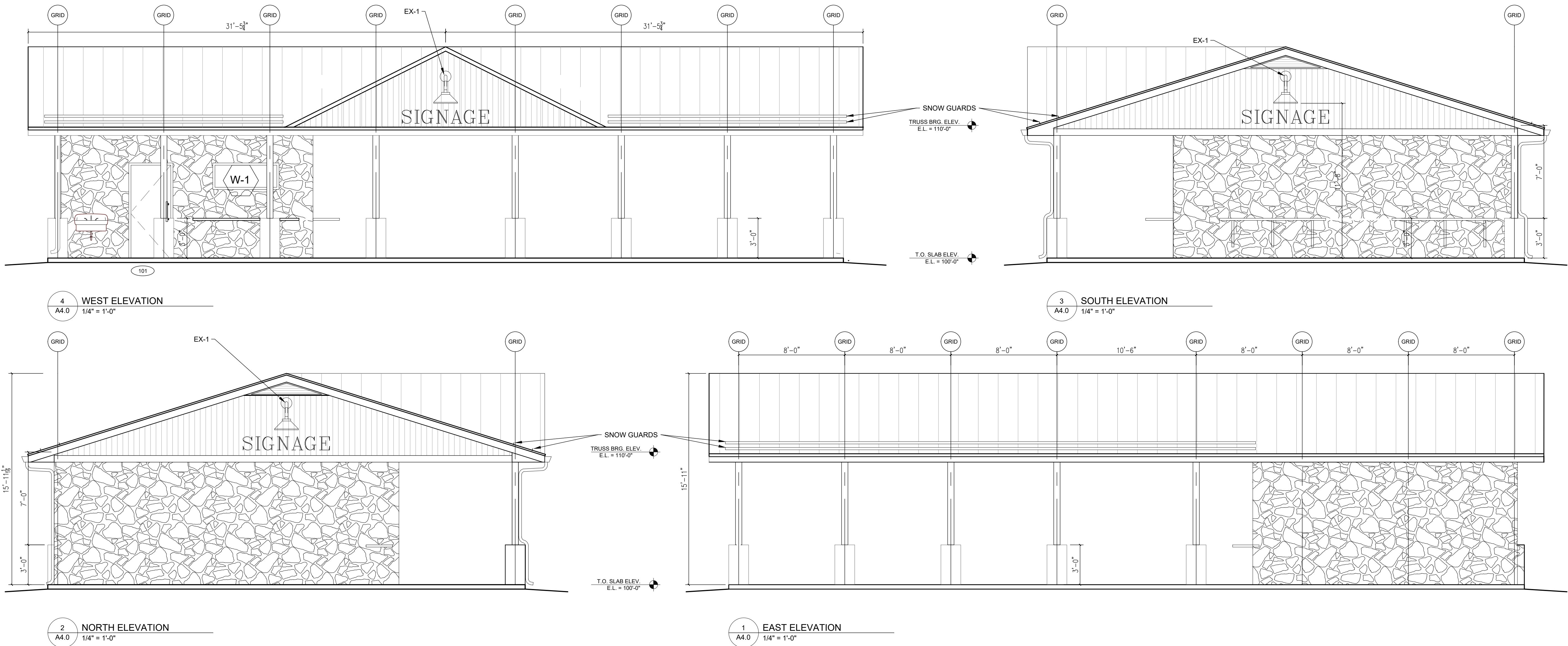
A3.0
FLOOR PLAN



DOVETAIL
DEVELOPMENT

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Architect
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Signature: *Elissa Novotny*
Typed or Printed Name: Elissa Novotny
Date: 7/25/2024 License Number: 53220

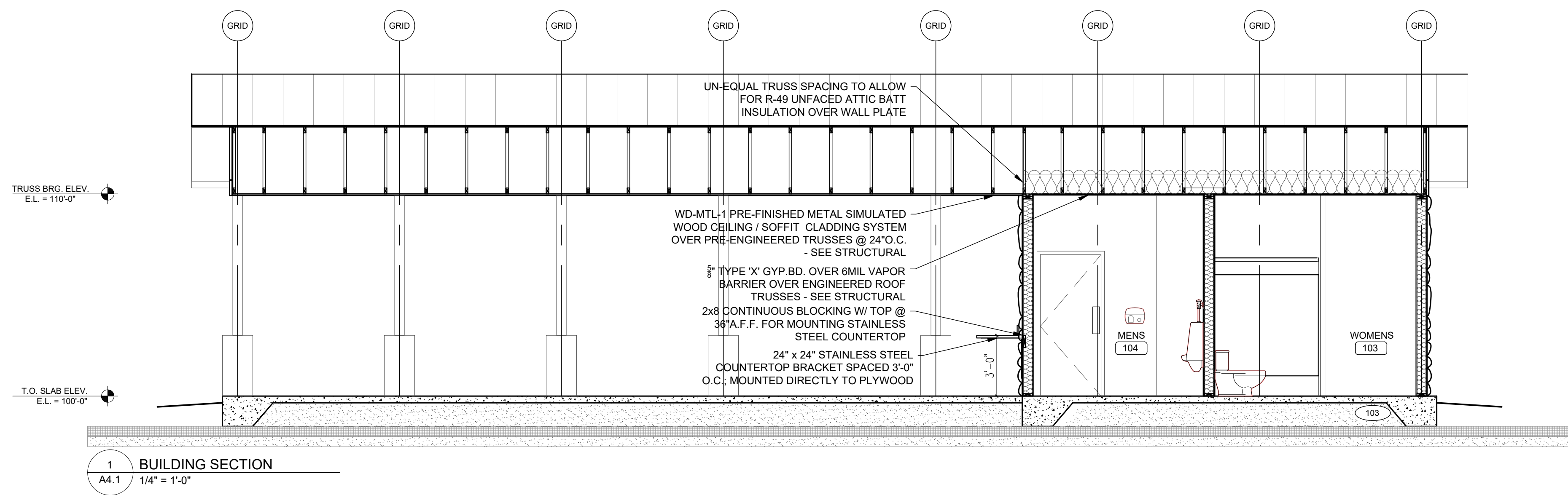
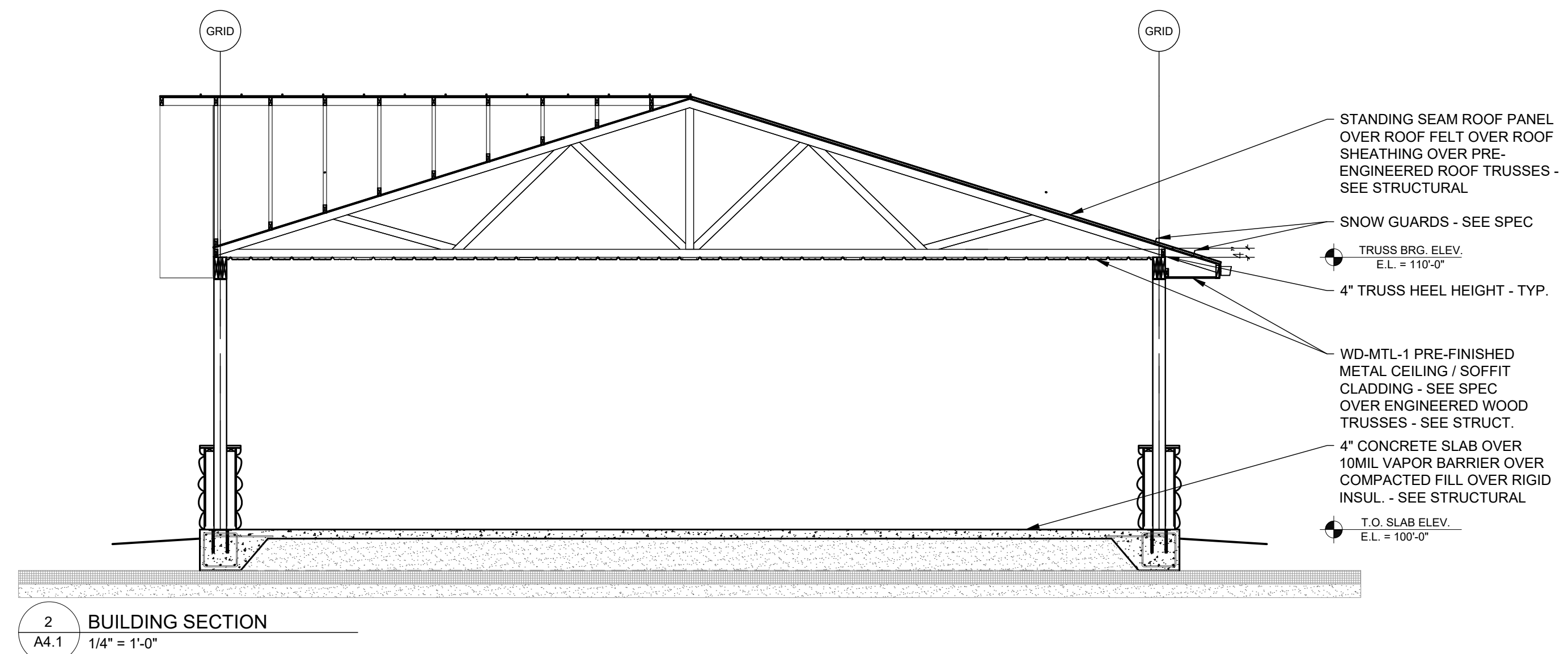
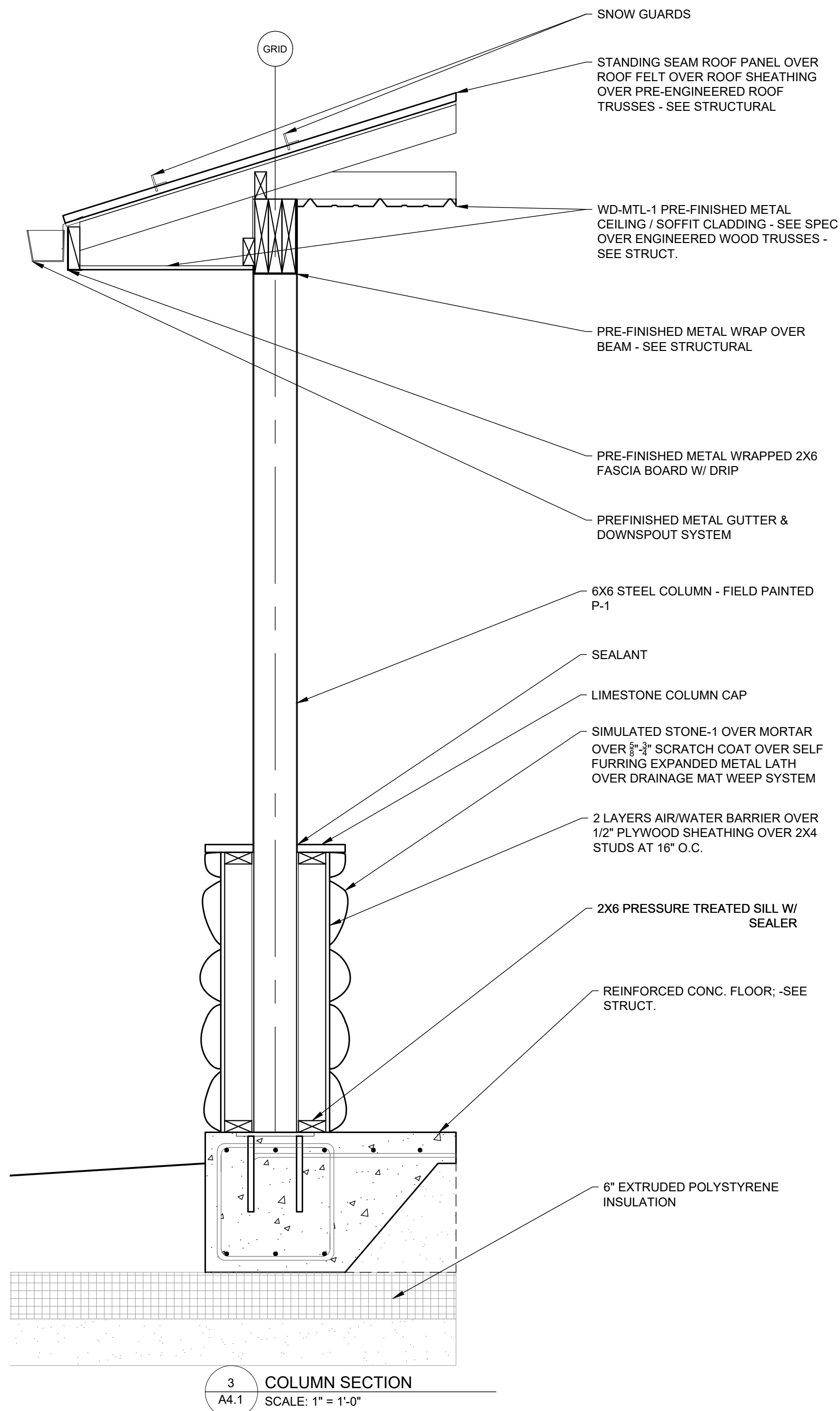


VFW Shelter
Dunton Locks
Detroit Lkaes, MN

7.25.2024

PROJECT NO.
DD# 23-005

A4.0
EXTERIOR ELEVATIONS /
DOOR & WINDOW ELEVATIONS



**DOVETAIL
DEVELOPMENT**

PO Box 335
Fargo, North Dakota 58107
Ph. 701-866-3506

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the state of Minnesota.
Signature: *Elissa Novotny*
Typed or Printed Name: Elissa Novotny
Date: 7/25/2024 License Number: 53220

VFW Shelter
Dunton Locks
Detroit Lkaes, MN

7.25.2024

PROJECT NO.
DD# 23-005

A4.1
BUILDING SECTIONS /
COLUMN SECTION



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: August 27, 2024

SUBJECT: Capital Expenditure Request to build a new Park Shelter.

THROUGH: Natural Resources Management (NRM) Committee.

TO: Becker County Board of Commissioners

1. **Discussion:** The NRM Committee reviewed five construction bids to replace the Dunton Locks County Park main picnic shelter, the bids ranged from \$477,665 to \$729,702. The Committee recommended forwarding the low bid by Bristlin Construction, Inc. to the Finance Committee and the County Board for consideration and action.

a. Bids Bidder	Base	Alternate	Total
i. Bristlin Construction Inc.	\$472,860	\$4,805	\$477,665
ii. Command and Control Const.	689,000	4,600	693,600
iii. Hammers Const.	612,250	6,668	618,918
iv. Lighthouse Const.	714,952	14,750	729,702
v. Haataja Const.	514,000	5,470	519,470

2. **Funding:**

a. State DNR grant	\$186,209.00
b. Becker County Parks & Rec Fund	<u>\$315,339.25</u>
c. Total projected project cost	\$501,548.25

4. **Action request:** Board motion to:

- Award the low bid from Bristlin Construction, Inc. for the amount of \$477,665.00 (base bid plus alternate).
- Reserve a construction contingency amount of \$23,883.25 for the project.
- Authorize the County Administrator and the NRM Committee to approve change order's up to a total of \$23,883.25.
- Direct Ellissa Novotny, Dovetail Development, LLC to prepare a construction contract between Becker County and Bristlin Construction,

Inc. and designating the County Administrator as the authorizing signatory on behalf of the County.

e. Shelter Construction Project Costs:

i. Shelter construction amount	\$472,860.00
ii. Alternate bid (bike path)	\$4,805.00
iii. Contingency (5%)	<u>\$23,883.25</u>
iv. Total	\$501,548.25

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

Distribution: Board of Commissioners, County Administrator



BECKER COUNTY

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

MEMORANDUM FOR ACTION

Date: September 3, 2024

SUBJECT: Approve Resolution 09-24-1C Land Donation to Becker County

TO: Becker County Board of Commissioners

Discussion: In 2021, The Conservation Fund approached Becker County to gauge their interest in acquiring several parcels of previously owned Potlatch Lands. Becker County Board and the Natural Resources Committee has supported the donation since 2021. Today, we are nearing the final stages of donation from Northern Waters Land Trust (NWLT) to Becker County. Becker County is being donated one, 80-acre parcel in Osage Township that is adjacent to other Becker County Tax Forfeited Lands. NWLT anticipates purchasing the property in 2025 and plans to donate it to Becker County as soon as possible thereafter.

1. Action request: Approve Resolution 09-24-1C.
4. The point of contact for this memorandum is Mitch Lundeen/Steve Skoog

Distribution: Board of Commissioners



Mitch Lundeen
Natural Resources Land Supervisor
200 East State Street
Detroit Lakes, MN 56501
mitch.lundeen@co.becker.mn.us

Eileen Hache
PO Box 273
Osage, MN 56570
osagetownshipclerk@gmail.com

August 16, 2024

Dear Becker County and Osage Township:

Northern Waters Land Trust (NWLT) intends to purchase 80 acres of land (PIN 210044000) in Osage Township (see attached map). This land will be donated to Becker County for forest management. The Becker County Board supports this transaction per a letter from the Land Commissioner (dated 5/17/23) approving this land donation.

NWLT anticipates purchasing the property in 2025 and plans to donate it to Becker County as soon as possible thereafter.

The purchase and conveyance of this property to Becker County is possible through the use of State of Minnesota Outdoor Heritage Funds and will ensure wildlife habitat and healthy forests in our area.

We look forward to completing this acquisition through the support of partners such as Osage Township and Becker County. Thank you for your support.

Please let me know if you have any questions.

Sincerely,

Kathy DonCarlos, Land Conservation Program

NEW KathyD@nwlt-mn.org
FORMER KathyD@NorthernWatersLandTrust.org
Office (218) 547-4510

Attachments: Map

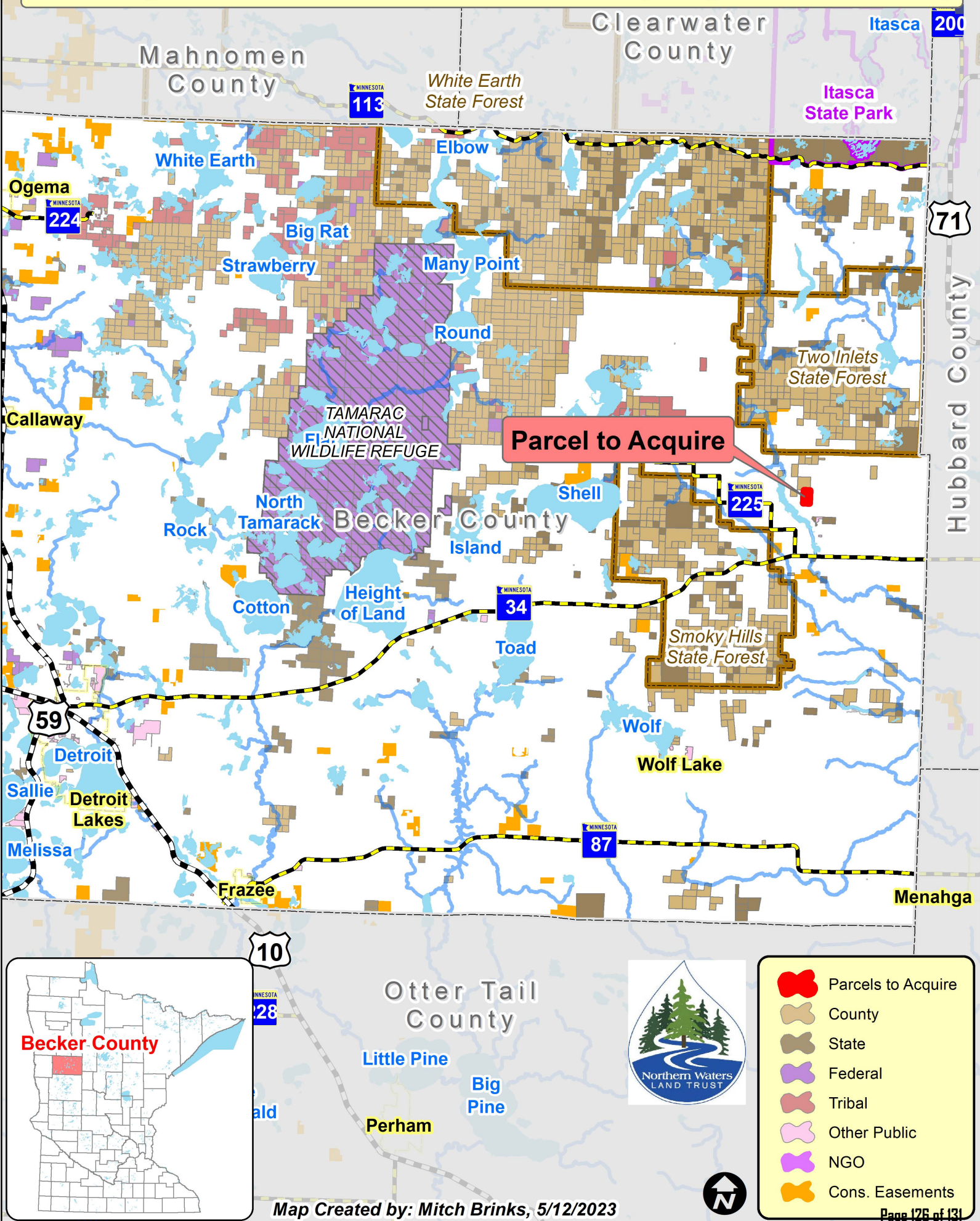
c.: Annie Knight, NWLT Executive Director; Bob Karls, NWLT Chair

Preserving land to protect water

800 Minnesota Avenue W, P.O. Box 124, Walker, MN 56484-0124
www.NorthernWatersLandTrust.org (218) 547-4510



MN Heritage Forests – Transition to Public Ownership Program: Becker County



BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 09-24-1C

NORTHERN WATERS LAND TRUST LAND DONATION TO BECKER COUNTY

WHEREAS Becker County was contacted by the Northern Waters Land Trust regarding a grant from the Lessards Sams Outdoor Heritage Council for the acquisition of 80 acres of land in Osage Township (PIN 210044000), which will be donated to Becker County.

WHEREAS this acquisition connects to adjoining County owned forest land and fits with the County strategic land asset management of improving access to other County owned lands and consolidating the Becker County Tax Forfeit land base

WHEREAS this land will be managed for forestry purposes and will be open to the public for hunting, trapping, and other recreational opportunities.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approve accepting this land donation of parcel 210044000 from the Northern Waters Land Trust.

Duly adopted this 3rd day of September 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carie Smith
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 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 September 3rd, 2024, as recorded in the record of proceedings.

Carrie Smith
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION #09-24-1D
Temporary Full-Time Investigator Position

WHEREAS, a Sheriff’s Office Investigator is currently on a leave indefinitely, and;

WHEREAS, there is a consistent caseload in need of proper investigation, and;

WHEREAS, there is a need to assign a deputy temporarily to fill a full-time Investigator position to meet the needs of public safety for Becker County, and;

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Becker County, Minnesota, approves appointment of a deputy to a temporary full-time investigator position by assignment, and since this appointment creates a vacancy, then to temporarily backfill that deputy position as well.

Duly adopted this 3rd day of September 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

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

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held September 3rd, 2024, as recorded in the record of proceedings.

Carrie Smith
County Administrator

Becker County Planning Commission
August 28th, 2024

An audio recording of the meeting is available at:

https://www.co.becker.mn.us/government/meetings/planning_zoning/planning_commission/

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

Members Absent: Kohl Skalin

Chairman Dave Blomseth called the Planning Commission meeting to order at 6:00 pm.

Introductions were given. Becker County Zoning Technician Nicole Bradbury recorded the minutes.

Craig Hall made a motion to approve the minutes from the July 31st, 2024, meeting. Ailie second. All members in favor. Motion carried.

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

New Business:

- 1. APPLICANT: Brandon E Shipman** 1101 26th Ave W West Fargo, ND 58078
Project Location: 15877 W Little Cormorant Rd Audubon, MN 56511 **LEGAL LAND DESCRIPTIONS:** Tax ID Number: **17.0560.000** Section 05 Township 138 Range 042; **BLACKHWK MT BCH 1ST Block 001 LOTS 11, 12 BLK 1. LESS PT LOT 12 (.01AC, PT 17-562).** **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit to construct a retaining wall.

MOTION: Hall motioned to approve the application on the condition the applicant works with Becker Soil and Water to create a storm water management plan. Disse second. Roll Call; Blomseth, Moritz, Disse, Bowers, Seaberg, Mattson, Ailie, Hall and Aho in favor. Lindow opposed. Motion carried.

- 2. Consideration of the 2024 Becker County Comprehensive Land Use Plan.**

Robin Caufman with Bolton & Menk gave a presentation of the draft plan.

Willis Mattison shared his concerns that the Comprehensive Land Use Plan does not adequately identify serious problems. Mattison submitted several documents to be entered into the record. Those documents are on file with the Becker County Zoning office and available upon request.

Chuck Becker spoke on the issues that he feels are important such as Concentrated Animal Feeding Operations (CAFOs) and short-term rentals and stated that because they are not currently addressed, they should be in the new land use plan. Becker submitted a couple documents into record. Those documents are on file with the Becker County Zoning office and available upon request.

David Oberlander with Cola spoke and shared the importance of protecting our resources. He commented that wind and solar farms had been discussed in a previous meeting, but there was no mention of them at this meeting.

Bill Henke stated that now is a good opportunity to address feedlots, and he feels there needs to be more opportunities for citizen participation.

Janet Potter Bridges is concerned about the proposed zoning classification change from Agricultural to Residential where her property is. She said her and neighbors are worried about more development creating too many homes on the lake.

Vicky Williams shared her concerns of changing the zoning from agricultural to residential around the lakes and doesn't feel Lake Melissa could handle any more development.

Jeanne Kauffmann said she is concerned about overpopulation with the proposed changes from agricultural to residential and worries about the health of the lakes.

Erika Gilsdorf with the Izaak Walton League of America talked about the special report that was submitted into the record by Chuck Becker called Impacts of Wake Boats and Wake surfing.

David Mjolsness is concerned about the effects on the lake, noise pollution, light pollution, and surrounding animals that would happen with a change of zone from agricultural to residential.

Bob Backmann is worried about water contamination as a result of land use. He feels more time should be given for public input regarding the new comprehensive plan.

Len Hanneman is concerned about a zoning reclassification and the impact of high-density housing around the lakes. He worries that septic systems will contaminate the waters.

Sue Sonnenberg shared her concerns with the quality of time spent on the comprehensive plan update especially concerning CAFOs. She wants to see this County grow in a responsible way.

Jacob Hein said that people do not move to rural Becker County for high-density housing or more lakeshore development. He also emphasized that most farmers care about natural resources and do the best job they can to care for and protect the land.

MOTION: Hall motioned to move the draft forward to the County Board. Aho second. Roll Call; Blomseth, Moritz, Disse, Bowers, Seaberg, Mattson, Ailie, Hall and Aho in favor. Lindow opposed. Motion carried.

Other Business:

- I) **Tentative Date for Next Informational Meeting: September 18th, 2024; 8:00 am; 3rd Floor Meeting Room in the Becker County Courthouse, Detroit Lakes, MN.**

Since there was no further business to come before the Board, Aho made a motion to adjourn. Disse second. All in favor. Motion carried. The meeting adjourned at 7:46 pm.

David Blomseth, Chairman

Jeff Moritz, Secretary

ATTEST

Kyle Vareberg, Zoning Administrator