



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, November 5, 2024 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 510 733 501#

- 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 October 15, 2024 3
- Consent Agenda
1. Auditor-Treasurer: Regular Claims, Auditor Warrants, and Claims over 90 Days 6
 2. Auditor-Treasurer: License List 7
 3. Auditor-Treasurer: Resolution 11-24-1A - Repurchase 50.0135.000 8
 4. Human Services: Regular Claims, Public Health & Transit
 5. Human Services: MSUM Nursing Experience MOA 2025-2029 9
 6. Human Services: SMSU Social Worker Experience MOA 2025-2029 18
 7. Transit: Resolution 11-24-1F - Americans with Disabilities Act Plan 32
 8. Environmental Services: Dynamic Lifecycle Service Agreement 56
 9. Sheriff: Jail - Food Service Management Agreement - Amendment 64
 10. Sheriff: Request to sell Five (5) Squad Vehicles 66
 11. Highway: Sale of 2013 Tandem Plow Truck 67
 12. Highway: Intersection Lighting Project 68
 13. Highway: Culvert Liner Repair - CSAH 21 & CSAH 18 69
 14. Administration: Township Boards Opposition to Transferring State Owned Tax Forfeit Land within the White Earth Forest to The White Earth Band of The Minnestoa Chippewa Tribe 72
- 8:25 Probation
1. Resolution 11-24-1G - Pretrial Supervision Proclamation 84
- 8:30 Veterans Services
1. Resolution 11-24-1B - Operation Green Light for Veterans 85
- 8:35 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
- 9:00 County Administrator
1. Introduction: County Coroner - Dr. Nicole Strand

2. Report
3. LELS Union Contract 87
4. County Fleet Vehicles 103
5. Resolution 11-24-1C - Airport Financing 111
6. Resolution 11-24-1D - Support for Clay County 121
7. Resolution 11-24-1E - Elected Official Salaries 122

9:25 Human Resources

1. Resolution 11-24-1H - 2025 Insurance Benefits 123
2. Vacation Policy Update Recommendation 125
3. Personnel Policy Addition - Married County Employee Medical Contribution 126

9:35 Land Use/Environmental Services

1. Resolution 11-24-1I - SRF Professional Services Agreement 127
2. Resolution 11-24-1J - MPCA Grant Application Request 153

9:40 Break

9:45 Planning & Zoning

1. Planning Commission Recommendation 10-30-2024 156
 - a) JAA Land LLC request a Final Plat for a common interest community consisting of twenty-eight (28) units to be known as Turtle Lake Toy Lockers
 - b) John & DeeAnn Amundson request a Conditional Use Permit to replace a retaining wall
 - c) Fortner Remmich Revocable Trust request a Conditional Use Permit to replace retaining walls
 - d) Kasey Klemm request an amendment to an existing Conditional Use Permit; Recorded document number 654801 to remove stipulation number six (6)
2. Comp Plan
 - a) Work Session Revisions
 - b) Public Hearing Questions Responses

Adjourn

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, October 15, 2024, at 8:15 am

LOCATION: Board Room, Courthouse

1. Meeting was brought to order by 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 and add the Finance Agenda, Resolution 10-24-2E – Acceptance of Legislative Public Safety Aid, and before the work session do not adjourn the meeting but go into recess until Thursday, October 17, 2024 at 8:15 am and go into Closed Session per Minn. Statue 13D.05 Subd.2 to discuss complaints against an employee and to determine what action, if any, should be taken (Meyer, Jepson) carried.
2. Minutes – Moved and second to approve minutes of October 1 and October 8, 2024 with the requested changes (Meyer, Jepson) 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, License List: Annual Tobacco License Renewal for: Toad Lake Store-Cynthia Knoll-Toad Lake Twp, Ice Cracking Lodge-Tandra Parsons-Round Lake Twp, Sunlite Bar & Grill-HJ Gerdes-Detroit Twp, Richwood Off-Sale-John Johnson-Richwood Twp, Dollar General-Emily Taylor-Cormorant Twp, Human Services: Regular Claims, Public Health, & Transit, Environmental Services: Resolution 10-24-2D-2024 Solid Waste Fee Schedule, Parks & Rec-Dunton Locks Park Electrical Upgrade, Assessor: Abatement-Parcel 19.841.000 in the amount of \$190 (Jepson, Meyer) carried.

Commissioners:

1. Open Forum:
 - Julie Scothorn – Rethink the Comp Plan.
 - Willis Mattison – Open Letter by Izaak Walton League.
2. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Nelson- Sheriff.
 - Commissioner Jepson – Sr. Council, Toad Lake.

- Meyer – Sheriff, Toad Lake, Negotiations, Historical Society, Transit.
- Okeson – Negotiations, Transit.
- Vareberg – None.

3. Appointments

- None.

County Administrator: presented by Carrie Smith.

1. Report.

- AMC dues will increase \$2000 in 2025. We can have one more AMC delegate.
- Bringing forward cannabis discussion.
- Bring HR Policy updates to Board Meetings for review and approval.

2. Motion and second to approve the 3-year LELS Supervisor Union Contract, allowing for modification of grammatical errors to be corrected by the Administrator (Meyer, Jepson) carried.

3. Special General Fund Update. Current balance deducting outstanding obligations is \$1,915,344.14.

4. Highway Road Tour Date – Wednesday, November 6 at 8:30 am meeting at Highway.

Auditor-Treasurer: presented by Mary Hendrickson.

1. Motion and second to approve Resolution 10-24-2B – Accept Election Grant in the amount of \$34,776.60 (Nelson, Meyer) carried.

2. Motion and second to approve Resolution 10-24-2C – Purchase of 5 Poll Pads in the amount of \$10,425 using Election Grant Funds (Jepson, Meyer) carried.

Sheriff: presented by Todd Glander & Shane Richard.

1. Motion and second to accept Resolution 10-24-2E – Legislative Public Safety Aid Funds in the amount of \$996,097 (Meyer, Nelson) carried.

2. Motion and second to approve Resolution 10-24-2A – Personnel Request – New Deputy (Meyer, Vareberg) carried.

3. Motion and second to purchase Body Worn Cameras from Axon Enterprises using \$639,727.50 out of Public Safety Funds and the remaining \$400,000 from budgeted funds (Nelson, Meyer) carried.

EDA: presented by Cody Piper.

1. Motion and second to apply for the Child Care Grant and be the Fiscal Host (Jepson, Meyer) carried.

Motion and second to go into Closed Session at 9:54 am pursuant to Minn. Stat. Section 13D.05 Subd. 3(d) – IT Infrastructure (Meyer, Jepson) carried.

Motion and second to come out of Closed Session at 10: 14 am (Jepson, Nelson) carried.

Board Chair Okeson recessed the meeting until Thursday, October 17, 2024 at 8:15 am where they will go into Closed Session pursuant to Minn. Stat. 13D.05 Subd. 2 – Discuss complaints against an employee and to determine what action, if any, should be taken.

Work Session to discuss the Comprehensive Plan.

Closed session on Thursday, October 17, 2024 at 8:15 am was cancelled.

<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: Monday, November 4, 2024 at 8:30 AM

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

Administrator

1. County Fleet Vehicles
2. Resolution 11-24-1C - Airport Financing

Auditor-Treasurer

1. Claims
2. Claims Human Services, Public Health, & Transit
3. Resolution 11-24-1A - Repurchase 50.0135.000

Human Resources

1. Resolution 11-24-1G - 2025 Insurance Benefits

Land Use/Environmental Services

1. Dynamic Lifecycle Service Agreement
2. Request to apply for MPCA Grants
3. SRF Professional Services Agreement

Highway

1. Sale of 2013 Tandem Plow Truck
2. Intersection Lighting Project
3. Culvert Liner Repair - CSAH 1 & CSAH 18

Sheriff

1. Jail - Food Service Management Agreement - Amendment
2. Request to sell Five (5) Squad Cars

Adjourn

BECKER COUNTY BOARD OF COMMISSIONERS MEETING 11/5/2024

BECKER COUNTY AUDITOR TREASURER

Tobacco License Renewal - Annual

1. Dollar General – Emily Tayor – Cormorant Township

RESOLUTION

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 11-24-1A

WHEREAS, the legal description of the property is Parcel Number 50.0135.000, described as,
Lot Six (6) and Seven (7) of Block Four (4) of the Commonwealth Addition to Frazee, Minnesota.

WHEREAS, the property forfeited September 30, 2024, on Auditor's Certificate of Forfeiture, Document No. 707213 for 2020, 2021, 2022, 2023, 2024 taxes and miscellaneous fees; and

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

WHEREAS, a repurchase price of \$6,478.03 will be paid in full upon approval; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Becker County, Minnesota, hereby approves the application for Re-purchase of Tax Forfeited Lands for Parcel Number 50.0135.000.

Duly adopted this 5th day of November 2024 in Detroit Lakes, Minnesota.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ John Okeson
John Okeson
Chair

State of Minnesota)
) ss.
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held November 5, 2024, as recorded in the record of proceedings.

Carrie Smith
County Administrator



NURSING AND ALLIED HEALTH CLINICAL AFFILIATION MEMORANDUM OF AGREEMENT

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities (Minnesota State)**, on behalf of **Minnesota State University Moorhead, 1104 7th Avenue South, Moorhead, Minnesota 56563** (hereinafter “College/University”) and **Becker County Public Health, 712 Minnesota Avenue, Detroit Lakes, Minnesota 56502** (hereinafter “Facility”).

This Agreement and any amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, the College/University has established a Baccalaureate Program in Nursing, Baccalaureate Program in Nursing for Registered Nurses, and Graduate Nursing Program for qualified students preparing for or engaged in nursing and other allied health careers; and

WHEREAS, the Board of Trustees of Minnesota State is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the College/University; and

WHEREAS, the Facility has suitable clinical facilities in general nursing and allied health for the educational needs of the nursing and allied health programs(s) of the College/University; and

WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified nursing and allied health personnel; and

WHEREAS, the College/University and the Facility are desirous of cooperating to furnish a clinical experience program for students of nursing and allied health programs enrolled at the College/University; and

NOW, THEREFORE, it is mutually agreed by and between the College/University and the Facility:

1. COLLEGE/UNIVERSITY RESPONSIBILITIES

- a. The College/University, which is accredited by the Higher Learning Commission, is responsible for offering one or more of the following programs: a Baccalaureate Program in Nursing; a Baccalaureate Program for Registered Nurses; Graduate in Nursing program; Baccalaureate Program in Health Services Administration; Graduate Program in Health Administration. Each program shall be: 1) approved by the Minnesota Board of Nursing; and or 2) approved by the Minnesota Department of Health, and or, 3) if applicable, by another required accreditation body.
- b. The College/University will supervise its students during the clinical experience program at the Facility, unless otherwise agreed to in writing by the parties. For nursing, the College/University will provide its nursing faculty to effectively implement the clinical experience program at the Facility. The College/University will provide at least one nursing faculty member for approximately every ten (10) students while the students are in the clinical experience program at the Facility. The College/University faculty so assigned will hold current R.N. licensure valid in the State of Minnesota.
- c. The College/University faculty will be responsible for planning, directing and evaluating the students' learning experiences. The College/University faculty will attend the Facility's orientation for clinical experience instructors as deemed necessary by the College/University and the Facility.
- d. The College/University will provide the Facility, at its request, with objectives for the clinical experience program. Implementation of those objectives will be accomplished by the College/University in cooperation with the Facility's designated representative.
- e. The College/University will provide the Facility with a list of the students who are participating in the clinical experience program, the units within the Facility where they are assigned, and the dates of each student's participation in the program.
- f. The College/University will inform its faculty and students of the Facility's policies and regulations which relate to the clinical experience program at the Facility.
- g. The College/University will inform its faculty and the students who are participating in the clinical experience program that they are encouraged to carry their own health insurance and are responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the College/University.
- h. The College/University will maintain a record of students' health examinations and current immunizations and shall obtain students' permission to submit data regarding their health status to the Facility.
- i. The College/University agrees and represents that it will require all students and faculty to have completed a background study conducted in accordance with Minnesota Statutes Chapter 245C, Human Services Background Studies, as a pre-condition to participation in the clinical experience. The College/University will not assign a student or faculty member to the Facility if their background study documents are ineligible to have direct contact with Facility's patients or residents under applicable law or regulations. If requested, the

College/University shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

2. FACILITY RESPONSIBILITIES

- a. The Facility will maintain current accreditation by the Joint Commission on Accreditation of Health Care Organizations (d/b/a “The Joint Commission”) or any other appropriate and required accrediting body.
- b. The Facility is responsible for the safety and quality of care provided to its patients by the students who are participating in the clinical experience program at the Facility. In order to effectively fulfill that duty, it is agreed that Facility has ultimate control over all persons involved in the program and may immediately terminate the participation in the program of any of the students enrolled in the program where an emergency exists involving health and safety; and in all other (non-emergency) instances, Facility shall consult with the College/University before taking any action to terminate the participation of a student.
- c. The Facility will provide the College/University with a copy of its policies and regulations which relate to the clinical experience program.
- d. The Facility will permit the College/University faculty and students to use its patient care and patient service facilities for clinical instruction according to a mutually-approved plan.
- e. The Facility will allow a reasonable amount of Facility staff time for orientation and joint conferences with the College/University faculty, for planning with the College/University faculty, and for such other assistance as shall be mutually agreeable.
- f. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the College/University faculty and students who are participating in the clinical experience program.
- g. The College/University faculty and students participating in the clinical experience program will be permitted to use the Facility’s library in accordance with the Facility’s policies.
- h. The Facility will make locker or cloak room facilities available for the College/University faculty and students during assigned clinical experience program hours. These facilities may be shared by other faculty and students.
- i. The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of the College/University faculty and students who are participating in the clinical experience program. The Facility will permit the College/University faculty and students who are participating in the clinical experience program to use any cafeteria on the same basis as employees of the Facility. The Facility will permit the College/University faculty to use Facility parking spaces under the same policies governing Facility personnel.
- j. The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, sex, color, creed, religion, gender identity, gender expression, national origin, sexual orientation, veteran status,

marital status, age, disability, status with regard to public assistance, familial status, membership or activity in a local human rights commission or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

k. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act at the Facility. The College/University is not responsible for issues or challenges related to compliance with the ADA at the Facility beyond its own routine use of facilities, services and other areas covered by the ADA.

- l. Facility will provide supervision of the College/University students on site by qualified Facility personnel for the following programs: Baccalaureate Program in Nursing.

3. MUTUAL RESPONSIBILITIES

- a. The College/University and the Facility assume joint responsibility for the orientation of the College/University faculty to Facility policies and regulations before the College/University assigns its faculty to the Facility.
- b. **Health Insurance Portability and Accountability Act (HIPAA).** Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of the Facility's protected health information, the College/University and faculty engaged in activities pursuant to this Agreement are members of the Facility workforce, as that term is defined in 45 CFR 160.103. The College/University students and faculty are not, and shall not be construed to be, employees of Facility.

The College/University shall cooperate with Facility in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. Prior to placement at Facility, the College/University shall instruct its students and faculty to comply with Facility's policies and procedures governing the use and disclosure of individually identifiable health information.

- c. Personnel of the College/University and the Facility will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:
- i. Communication to familiarize Facility personnel with the clinical experience program's philosophy, goals and curriculum;
 - ii. Communication to familiarize the College/University faculty with the Facility's philosophy, policy and program expectations;
 - iii. Communication to keep both parties and the parties' personnel who are assigned to the clinical experience program informed of changes in philosophy, policies and any new programs which are contemplated;
 - iv. Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);

- v. Communication to identify areas of mutual need or concern;
- vi. Communication to seek solutions to any problems which may arise in the clinical experience programs; and
- vii. Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or the nursing curriculum of the College/University.

4. INSURANCE. Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.

a. Commercial General Liability Insurance

The College/University will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.

The Facility will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. Chapter 466, with limits not less than \$500,000 per claimant and \$1,500,000 per occurrence for bodily injury and property damage.

b. Professional Liability Insurance

The College/University will maintain Professional Liability insurance for participating students (and faculty, if applicable) or cause any student participating in the program to maintain Professional Liability insurance, with limits not less than \$1,500,000 each claim and \$3,000,000 aggregate.

The Facility will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$500,000 per claimant and \$1,500,000 per occurrence.

If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.

c. Additional Conditions:

Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.

If Facility receives a cancellation notice from an insurance carrier affording coverage herein, Facility agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Facility's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the University.

Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. The College/University is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the College/University, not to students.

5. STUDENT REQUIREMENTS. The College/University will inform the students of the following:

- a. Each student may be required, as a condition for participation in the clinical experience program, to submit the results of a health examination to the College/University and, if requested, to the Facility, to verify that no health problems exist which would jeopardize student or patient welfare. The health examination may include an update of required immunizations including but not limited to a Mantoux test or chest x-ray and verification of immunity for rubeola and rubella. A list of those students with positive Mantoux or negative rubeola/rubella results may, at the request of the Facility, be provided to the Facility.
- b. Students participating in the clinical experience program shall be encouraged to carry their own health insurance if not provided by the College/University.
- c. Students participating in the clinical experience program shall be responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the College/University.

6. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE

- a. Any emergency medical care available at the Facility will be available to the College/University faculty and students participating in this experience at the Facility while at the Facility. The College/University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the College/University.
- b. Any College/University faculty member or student who is injured or becomes ill while at the Facility will be informed by the College/University and the Facility that they must immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the College/University faculty member or student who receives the treatment and not the responsibility of the Facility or the College/University.
- c. The Facility shall follow, for the College/University faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures which the Facility follows for its employees.
- d. The College/University faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program will be informed by the College/University and the Facility that they must report the fact to their College/University and to the Facility. Before returning to the Facility, such a College/University faculty member or student must submit proof of recovery to the the College/University or Facility, if requested.

7. 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 liability of the College/University shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

8. TERM OF AGREEMENT

This Agreement is effective on the later of **January 1, 2025**, or when fully executed, and shall remain in effect until **December 31, 2029**. This Agreement will not extend beyond five (5) years from the effective date. No automatic renewal provisions are allowed. This Agreement may be terminated by either party at any time upon one-year written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

9. FINANCIAL CONSIDERATION

- a. The College/University and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the College/University or the Facility to the other party, except that, where applicable, the Facility shall pay the tuition and other educational fees of students it places in the clinical experience program.
- b. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement.
- c. If applicable, in the event the Facility provides student(s) any paid clinical experiences, such paid experiences, including any employment, tax and other legal obligations (including but not limited to provision of worker's compensation insurance) are solely between the Facility and the student(s). Such arrangements are separate and apart from this Agreement between the College/University and the Facility.

10. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

11. ASSIGNMENT

Neither the College/University nor the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

12. STATE AUDIT

The books, records, documents and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the College/University and the Legislative Auditor.

13. DATA PRIVACY

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The Facility and the College/University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the College/University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Facility or the College/University.

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

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

14. OTHER PROVISIONS: NONE

The rest of this page intentionally left blank. Signature page to follow.

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

APPROVED:

1. FACILITY: Becker Co.

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

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

2. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Minnesota State University Moorhead

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

3. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date



MINNESOTA STATE

Contract Number: SMSU-2025-046077

NURSING AND ALLIED HEALTH CLINICAL AFFILIATION MEMORANDUM OF AGREEMENT

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities (Minnesota State)**, on behalf of Southwest Minnesota State University (hereinafter “College/University”), and **BECKER COUNTY**, 915 LAKE AVE, DETROIT LAKES, Minnesota 56501 (hereinafter “Facility”).

This Agreement and any amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, the College/University has established a Practical Nursing Program, Nursing Assistant Program, Associate Degree Program in Nursing, Baccalaureate Program in Nursing, Baccalaureate Program in Nursing for Registered Nurses, and/or a Nurse Refresher Program and other allied health programs, and Baccalaureate Program in Social Work, and/or Social worker field program for qualified students preparing for and/or engaged in nursing and other allied health careers; and

WHEREAS, the Board of Trustees of Minnesota State is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the College/University; and

WHEREAS, the Facility has suitable clinical facilities in general nursing and allied health for the educational needs of the nursing and allied health programs(s) of the College/University; and

WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified nursing and allied health personnel; and

WHEREAS, the College/University and the Facility are desirous of cooperating to furnish a clinical experience program for students of nursing and allied health programs enrolled at the College/University; and

NOW, THEREFORE, it is mutually agreed by and between the College/University and the Facility:

1. COLLEGE/UNIVERSITY RESPONSIBILITIES

- a. The College/University, which is accredited by the Higher Learning Commission, is responsible for offering one or more of the following programs: a Practical Nursing Program; a Nursing Assistant Program; an Associate Degree Program in Nursing; a Baccalaureate Program in Nursing; a Baccalaureate Program for Registered Nurses; and/or a Nurse Refresher Program; and Baccalaureate Program in Social Work, and/or Social worker field program. Each program shall be: 1) approved by the Minnesota Board of Nursing; and or 2) approved by the Minnesota Department of Health, and or, 3) if applicable, by another required accreditation body
- b. The College/University will supervise its students during the clinical experience program at the Facility, unless otherwise agreed to in writing by the parties. For nursing, the College/University will provide its nursing faculty to effectively implement the clinical experience program at the Facility. The College/University will provide at least one nursing faculty member for approximately every ten (10) students while the students are in the clinical experience program at the Facility. The College/University faculty so assigned will hold current R.N. licensure valid in the State of Minnesota
- c. The College/University faculty will be responsible for planning, directing and evaluating the students' learning experiences. The College/University faculty will attend the Facility's orientation for clinical experience instructors as deemed necessary by the College/University and the Facility.
- d. The College/University will provide the Facility, at its request, with objectives for the clinical experience program. Implementation of those objectives will be accomplished by the College/University in cooperation with the Facility's designated representative.
- e. The College/University will provide the Facility with a list of the students who are participating in the clinical experience program, the units within the Facility where they are assigned, and the dates of each student's participation in the program.
- f. The College/University will inform its faculty and students of the Facility's policies and regulations which relate to the clinical experience program at the Facility.
- g. The College/University will inform its faculty and the students who are participating in the clinical experience program that they are encouraged to carry their own health insurance and are responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the College/University.
- h. The College/University will maintain a record of students' health examinations and current immunizations and shall obtain students' permission to submit data regarding their health status to the Facility.

- i. The College/University agrees and represents that it will require all students and faculty to have completed a background study conducted in accordance with Minnesota Statutes Chapter 245C, Human Services Background Studies, as a pre-condition to participation in the clinical experience. The College/University will not assign a student or faculty member to the Facility if their background study documents are ineligible to have direct contact with Facility's patients or residents under applicable law or regulations. If requested, the College/University shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

2. FACILITY RESPONSIBILITIES

- a. The Facility will maintain current accreditation by the Joint Commission on Accreditation of Health Care Organizations (d/b/a "The Joint Commission") or any other appropriate and required accrediting body.
- b. The Facility is responsible for the safety and quality of care provided to its patients by the students who are participating in the clinical experience program at the Facility. In order to effectively fulfill that duty, it is agreed that Facility has ultimate control over all persons involved in the program and may immediately terminate the participation in the program of any of the students enrolled in the program where an emergency exists involving health and safety; and in all other (non-emergency) instances, Facility shall consult with the College/University before taking any action to terminate the participation of a student.
- c. The Facility will provide the College/University with a copy of its policies and regulations which relate to the clinical experience program.
- d. The Facility will permit the College/University faculty and students to use its patient care and patient service facilities for clinical instruction according to a mutually-approved plan.
- e. The Facility will allow a reasonable amount of Facility staff time for orientation and joint conferences with the College/University faculty, for planning with the College/University faculty, and for such other assistance as shall be mutually agreeable.
- f. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the College/University faculty and students who are participating in the clinical experience program.
- g. The College/University faculty and students participating in the clinical experience program will be permitted to use the Facility's library in accordance with the Facility's policies.

- h. The Facility will make locker or cloak room facilities available for the College/University faculty and students during assigned clinical experience program hours. These facilities may be shared by other faculty and students.
- i. The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of the College/University faculty and students who are participating in the clinical experience program. The Facility will permit the College/University faculty and students who are participating in the clinical experience program to use any cafeteria on the same basis as employees of the Facility. The Facility will permit the College/University faculty to use Facility parking spaces under the same policies governing Facility personnel.
- j. The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, sex, color, creed, religion, gender identity, gender expression, national origin, sexual orientation, veteran status, marital status, age, disability, status with regard to public assistance, familial status, membership or activity in a local human rights commission or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.
- k. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**
The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The College/University is not responsible for issues or challenges related to compliance with the ADA Act at the Facility beyond its own routine use of facilities, services and other areas covered by the ADA.

3. MUTUAL RESPONSIBILITIES

- a. The College/University and the Facility assume joint responsibility for the orientation of the College/University faculty to Facility policies and regulations before the College/University assigns its faculty to the Facility.
- b. **Health Insurance Portability and Accountability Act (HIPAA).** Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of the Facility's protected health information, the College/University and faculty engaged in activities pursuant to this Agreement are members of the Facility workforce, as that term is defined in 45 CFR 160.103. The College/University students and faculty are not, and shall not be construed to be, employees of Facility.

The College/University shall cooperate with Facility in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. Prior to placement at Facility, the College/University shall instruct its students and faculty to

comply with Facility's policies and procedures governing the use and disclosure of individually identifiable health information.

- c. Personnel of the College/University and the Facility will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:
 - i. Communication to familiarize Facility personnel with the clinical experience program's philosophy, goals and curriculum;
 - ii. Communication to familiarize the College/University faculty with the Facility's philosophy, policy and program expectations;
 - iii. Communication to keep both parties and the parties' personnel who are assigned to the clinical experience program informed of changes in philosophy, policies and any new programs which are contemplated;
 - iv. Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
 - v. Communication to identify areas of mutual need or concern;
 - vi. Communication to seek solutions to any problems which may arise in the clinical experience programs; and
 - vii. Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or the nursing curriculum of the College/University.

- 4. **INSURANCE.** Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.

- a. **Commercial General Liability Insurance**

The College/University will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.

The Facility will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. Chapter 466, with limits not less than \$500,000 per claimant and \$1,500,000 per occurrence for bodily injury and property damage.

- b. **Professional Liability Insurance**

The College/University will maintain Professional Liability insurance for participating students (and faculty, if applicable) or cause any student participating in the program to maintain Professional Liability insurance, with limits not less than \$1,500,000 each claim and \$3,000,000 aggregate.

The Facility will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$500,000 per claimant and \$1,500,000 per occurrence.

If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.

c. Additional Conditions:

Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.

If Facility receives a cancellation notice from an insurance carrier affording coverage herein, Facility agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Facility's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the University.

Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. The College/University is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the College/University, not to students.

5. STUDENT REQUIREMENTS. The College/University will inform the students of the following:

- a. Each student may be required, as a condition for participation in the clinical experience program, to submit the results of a health examination to the College/University and, if requested, to the Facility, to verify that no health problems exist which would jeopardize student or patient welfare. The health examination may include an update of required immunizations including but not limited to a Mantoux test or chest x-ray and verification of immunity for rubeola and rubella. A list of those students with positive Mantoux or negative rubeola/rubella results may, at the request of the Facility, be provided to the Facility.
- b. Students participating in the clinical experience program shall be encouraged to carry their own health insurance if not provided by the College/University.
- c. Students participating in the clinical experience program shall be responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the College/University.

6. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE

- a. Any emergency medical care available at the Facility will be available to the College/University faculty and students participating in this experience at the Facility while at the Facility. The College/University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the College/University.
- b. Any College/University faculty member or student who is injured or becomes ill while at the Facility will be informed by the College/University and the Facility that they must immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the College/University faculty member or student who receives the treatment and not the responsibility of the Facility or the College/University.

- c. The Facility shall follow, for the College/University faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures which the Facility follows for its employees.
- d. The College/University faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program will be informed by the College/University and the Facility that they must report the fact to their College/University and to the Facility. Before returning to the Facility, such a College/University faculty member or student must submit proof of recovery to the the College/University or Facility, if requested.

7. 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 liability of the College/University shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

8. TERM OF AGREEMENT

This Agreement is effective on the later of September 1, 2024, or when fully executed, and shall remain in effect until August 31, 2029. This Agreement will not extend beyond five (5) years from the effective date. No automatic renewal provisions are allowed. This Agreement may be terminated by either party at any time upon one-year written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

9. FINANCIAL CONSIDERATION

- a. The College/University and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the College/University or the Facility to the other party, except that, where applicable, the Facility shall pay the tuition and other educational fees of students it places in the clinical experience program.
- b. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement.
- c. If applicable, in the event the Facility provides student(s) any paid clinical experiences, such paid experiences, including any employment, tax and other legal obligations (including but not limited to provision of worker's compensation insurance) are solely between the Facility and the student(s). Such arrangements are separate and apart from this Agreement between the College/University and the Facility.

10. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

11. ASSIGNMENT

Neither the College/University nor the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

12. STATE AUDIT

The books, records, documents and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the College/University and the Legislative Auditor.

13. DATA PRIVACY

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The Facility and the College/University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the College/University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Facility or the College/University.

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

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

14. OTHER PROVISIONS: None.

The rest of this page intentionally left blank. Signature page to follow.

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

APPROVED:

1. FACILITY: BECKER COUNTY

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

By (authorized signature and printed name)	Amy Hanson
Title	Social Services Supervisor
Date	

By (authorized signature and printed name)	
Title	
Date	

2. MINNESOTA STATE COLLEGES AND UNIVERSITIES
Southwest Minnesota State University

By (authorized signature and printed name)	
Title	
Date	

By (authorized signature and printed name)	
Title	
Date	

3. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)	
Title	
Date	

Certificate Of Completion

Envelope Id: 96255CBB2D08490683649258942E1DCB	Status: Sent
Subject: Signature request on Contract Becker county - SMSU Clinical agreement -	
Source Envelope:	
Document Pages: 9	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jaggaer Interface
Time Zone: (UTC-06:00) Central Time (US & Canada)	30 7th St E, Ste 350
	Saint Paul, MN 55101
	contracts@minnstate.edu
	IP Address: 35.170.89.44

Record Tracking

Status: Original	Holder: Jaggaer Interface	Location: DocuSign
9/16/2024 2:50:43 PM	contracts@minnstate.edu	

Signer Events	Signature	Timestamp
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Amy Hanson		Sent: 9/16/2024 3:01:26 PM
amy.hanson@co.becker.mn.us		Viewed: 9/16/2024 3:36:48 PM
Social Services Supervisor		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Accepted: 9/16/2024 3:36:48 PM		
ID: 446c85ba-0fbe-4ec2-bfc6-e20f13dd9562		
George Bass		
george.bass@smsu.edu		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Accepted: 9/16/2024 9:45:37 AM		
ID: d7385007-b269-4d8b-a8d7-797b04ca7b76		
Brian Gelster		
brian.gelster@smsu.edu		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Accepted: 9/16/2024 10:53:32 AM		
ID: b06567a7-890d-4c45-9d93-d766d55f0504		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Amber Amber Kinner-Alahakoon
Amber.Kinner-Alahakoon@smsu.edu
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Dr. Lindsay Rohlik lindsay.rohlik@smsu.edu Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Smalley James james.smalley@smsu.edu Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/16/2024 3:01:27 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Minnesota State Colleges and Universities (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Minnesota State Colleges and Universities:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michael.noble-olson@minnstate.edu

To advise Minnesota State Colleges and Universities of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michael.noble-olson@minnstate.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Minnesota State Colleges and Universities

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Minnesota State Colleges and Universities

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Minnesota State Colleges and Universities as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Minnesota State Colleges and Universities during the course of your relationship with Minnesota State Colleges and Universities.

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 11-24-1F

Americans with Disabilities Act Plan

WHEREAS, It is the policy of Becker County Transit to comply with all the legal requirements of federal and state laws and regulations as they pertain to individuals with disabilities, and

WHEREAS, Becker Counties Transit's Americans with Disabilities Act Plan applies equally to all persons needing and/or using the services provided and to all transit system employees, and vehicles.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves the Becker County Transit's Americans with Disabilities Act Plan.

Duly adopted this 5th day of November 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 November 5th, 2024, as recorded in the record of proceedings.

Carrie Smith
County Administrator

ADA Policy Background

The ADA Policy was established as a result of the Office of Transportation and Active Transportation (OTAT) Comprehensive Review Process to ensure that OTAT subrecipients comply with federal and state rules and regulations regarding the use of financial assistance.

- In order to comply program 5311 transit systems must have and utilize an ADA Policy that includes processes and complaint forms.
- The policy will be our guide on how to address any issues going forward.
- An ADA Policy Template was developed by the state and it is very specific.
- Only minor adjustments were made to the OTAT's Template with regards to passenger accessibility to its fleet vehicles (all our vehicles meet the requirements), securement of wheelchairs, (all wheelchairs must be secured), seat belts (recommended but not required), service animals (only service animals allowed, no "comfort animals")
- The ADA Policy and Forms will be posted on the Becker County Website under Becker County Transit.



AMERICANS WITH DISABILITIES ACT PLAN

Including policies regarding General ADA Requirements, Reasonable Modifications,
No Shows, and a Suspension Appeals Process

for

Becker County Transit

Approved by:

Becker County Board of Commissioners

Date Approved:

November 5, 2024

ADA Contact Information

Name & Title: Kevin Johnson, Transit Director

Mailing Address: 1771 N Tower Road, Detroit Lakes, MN, 56501

Phone Number: 218-847-1674

Email Address: kevin.johnson@co.becker.mn.us

I. Introduction and Purpose

The Americans with Disabilities Act of 1990 (ADA) requires that individuals with disabilities receive the same level of service as non-disabled individuals. Services that are “separate but equal” are not acceptable. Section 504 prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance.

This ADA policy is written to establish operating and service guidelines and procedures for the implementation of the requirements of the Americans with Disabilities Act of 1990 (ADA), the U.S. Department of Transportation (U.S. DOT) regulations for implementing ADA (49 CFR Parts 27, 37 and 38), and any applicable state laws and regulations. Becker County Transit operates a demand-response service and complies with ADA requirements with respect to such services.

ADA Policy Statement

It is the policy of Becker County Transit to comply with all the legal requirements of federal and state laws and regulations as they pertain to individuals with disabilities. If state laws and federal regulations are contradictory, the federal ADA regulations prevail. The transit system provides quality transportation services without discrimination to all persons including individuals with disabilities. Discrimination on the basis of disability against any person by transit system employees will not be condoned or tolerated.

Goals: Service is provided in a manner that meets the following goals:

1. Provides safe, accessible, and dignified services to all persons, including individuals with disabilities.
2. Expedites the safe and efficient boarding, securing, transporting, and alighting of all passengers, regardless of mobility status.
3. Accommodates a wide range of mobility aids within the confines of available vehicles and commercial standard equipment.

Applicability: This policy applies to all transit system employees, services, facilities, and vehicles. It applies equally to all persons needing and/or using the services provided by the system.

Definitions:

Disability: With respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment.

Fixed Route Service: Operates along a prescribed route according to a fixed (regular) schedule.

Mobility Device: A device that is designed to assist an individual with disabilities with locomotion. Examples include wheelchairs, canes, crutches, and walkers. Also called mobility aid.

Securement Area or Station: A designated location for riders using wheelchairs, equipped with a securement system.

Securement Device, Equipment or System: Equipment used for securing wheelchairs against uncontrolled movement during transport.

Service Animal: Any guide dog, signal dog, or other animal that has been individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

Wheelchair: A mobility aid belonging to any class of three- or more- wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered.

II. General Guidance and Procedures for Implementing Policy

Recruitment and Employment

As stated in the transit system's personnel policies, the agency is an Equal Opportunity Employer (EOE) and fully complies with ADA in its recruitment, hiring, and continued employment practices.

Facility and Vehicle Accessibility

The transit system administrative facility, and vehicles shall meet or exceed the requirements of 49 CFR Parts 27, 37 and 38 and requirements of the State of Minnesota. If state requirements do not meet federal requirements, the federal ADA regulations prevail. All vehicles purchased for fixed route, route deviation, and demand responsive service will be accessible. Vehicles purchased for demand response service will only be non-accessible to the extent that the demand response system, when viewed in its entirety, provides the same level of service for individuals with disabilities as for individuals without disabilities.

Vehicle and Route Assignment

All demand response vehicles operated by Becker County Transit are accessible and persons with disabilities, including wheelchair users, can board any vehicle.

Maintenance of Accessible Features

Accessibility features on vehicles, including lifts, wheelchair securement devices and, will be maintained in operative condition. The preventive maintenance program of Becker County Transit provides for regular and frequent maintenance checks of

these features as well as preventive maintenance as recommended by the equipment manufacturers. In addition, the lift must be cycled as part of each pre-trip inspection.

Inoperative Lifts

Drivers are required to report lift failures immediately. Vehicles with inoperative lifts will be removed from service and replaced with an accessible vehicle until the inoperative lift is repaired. It may be possible to continue service as long as the lift can be operated manually until the service for that bus is complete for the day.

Wheelchair Accommodation

All accessible vehicles meet or exceed the requirements of 49 CFR Part 38.

Transportation providers are required to carry a wheelchair and its user, as long as the lift can accommodate the size and weight of the wheelchair and its user, and there is space in the securement area for the wheelchair on the vehicle without blocking the aisle. If a vehicle lift and securement area can accommodate a wheelchair (or other mobility device), Becker County Transit will transport the device (and its user).

An individual who uses a wheelchair that, when occupied, exceeds the weight rating of the vehicle lift, will be offered the opportunity to board and disembark from the vehicle separately from the wheelchair. However, transit agency personnel are not permitted to operate a passenger's wheelchair (i.e. a motorized wheelchair). The individual may travel with another individual who can assist with operating the unoccupied wheelchair to maneuver it on and off the lift.

Boarding

Drivers and scheduling practices will provide adequate time for a passenger with a disability to board and/or disembark the vehicle, which includes adjusting the schedule if necessary and waiting for passengers to be seated before moving the vehicle. Only a properly trained transit system employee can operate the lift and secure the wheelchair in the securement station. Passengers may board facing toward or away from the vehicle.

Wheelchair Securement

Becker County Transit requires that all wheelchairs be secured. Drivers should not allow a passenger to ride if they are not secured properly unless the securement system will not accommodate the wheelchair. Drivers cannot deny a passenger a ride based on the inability to secure the wheelchair unless legitimate safety requirements cannot be met. However, drivers must warn the passengers of the danger of riding in a non-secured wheelchair. Passengers who refuse to allow their wheelchairs to be secured may be denied service.

Securement of wheelchairs is the responsibility of the driver. Drivers are trained in the proper operation of all securement equipment based on the equipment manufacturer's specifications. Drivers will listen to and respect riders' instructions on how to secure their equipment. Drivers cannot be expected to be familiar with each and every

wheelchair type that may come aboard, and securement attachment points may differ by wheelchair manufacturer. The rider may be in the best position to instruct the driver on how to properly secure their mobility device.

If the securement system is not compatible with the wheelchair the passenger is using, the driver will still make an attempt to safely secure the wheelchair. If the wheelchair cannot be secured because of the wheelchair design, the passenger still has the right to ride in the vehicle.

Drivers must secure wheelchairs in the designated securement area only, even if the passenger wants their mobility device to be secured in a non-designated area. The wheelchair is not allowed to block the aisle.

In cases where an individual using a wheelchair attempts to board and requires use of a securement location that is currently occupied by another passenger that is not using a wheelchair, the driver will ask that passenger to allow the individual using a wheelchair to use the securement position.

Seat Belt Usage

When riding in a Becker County Transit vehicle, seat belts and shoulder harnesses: are recommended but not required for passengers riding in their secured wheelchair. Based on the following exemption: If the wheelchair is equipped with a seat belt and that the seat belt is in use.

Driver Assistance

Drivers will make themselves available to assist individuals with disabilities and will assist upon request of the passenger. Drivers will assist a passenger with using the vehicle lift and/or securement systems using the accessibility-related equipment and features on their vehicles. It is the policy of Becker County Transit that all wheelchairs be secured by the 4-point floor system to anchor the wheelchair to the floor.

Use of Lift by Individuals Not Using a Mobility Device

The driver will deploy the lift for any individual, with or without a disability who is not using a mobility device to board or alight the vehicle upon request.

Accommodation of Other Mobility Devices

Mobility devices that are not wheelchairs, but which are primarily designed for use by individuals with mobility impairments, will be accommodated to the extent that the ADA-compliant lift and securement areas can safely do so. However, these devices are the responsibility of the individual passenger, and must be secured in a manner that does not interfere with the safe operation of the vehicles and the transport of other passengers.

Transfer to Fixed Seating

All passengers using wheelchairs have an option of transferring to fixed seating once on board the vehicles. Drivers may recommend, but never require, wheelchair users to transfer to fixed seating. No waivers are allowed to be required.

Accommodation of Portable Oxygen

Individuals are allowed to travel with respirators and portable oxygen supplies on board, consistent with applicable U.S. DOT rules on the transportation of hazardous materials in 49 CFR Subtitle B, Chapter 1, Subchapter C.

Priority Seating

With the exception of the wheelchair securement stations, the transit system does not require any passenger to sit in designated seating.

Priority seating for seniors and individuals with disabilities is to be designated by permanent signage in each vehicle. In cases where an individual with a disability requests use of priority seating that is currently occupied by another passenger, the driver will ask that passenger to move so as to allow the individual with a disability use of the priority seating. In cases where a wheelchair user requires the use of a securement location, the driver will ask any passenger (including other passengers with disabilities) to vacate the securement location.

Service Animals

In compliance with 49 CFR Part 37, the transit system allows trained service animals to accompany passengers with disabilities. The driver will not ask for proof of the qualifications of the animal but may ask only the following questions: if the animal is a service animal required because of a disability and what tasks the animal has been trained to perform. Becker County Transit does not impose species or breed restrictions. However, any animal which is not under the passenger's control, or which becomes a direct threat to the health or safety of other passengers may be restricted from riding.

Emotional support animals or "comfort animals" are not service animals within the context of the US DOT ADA regulations.

Alighting

It is the responsibility of the driver to determine that the location for passenger alighting is safe. For drivers to determine safe locations for pick up and drop off, ramps and wheelchair paths must be clear of snow, ice, parked cars, trash and other obstructions. For fixed route and demand response services, the driver will allow a passenger who uses the lift to alight at any stop, unless the lift cannot be deployed, will be damaged if deployed, or conditions at the stop would present unsafe conditions for all passengers. Only the driver will unsecure the wheelchair and operate the lift to return the passenger to the ground level.

Staff Training

All drivers and transit system staff are trained to proficiency in use of accessibility equipment, the operating policies related to each of the service requirements described, and in properly and respectfully assisting and treating individuals with disabilities with sensitivity. Mechanics are also trained to properly maintain lifts and other accessibility equipment.

Rider Information

All printed informational materials are made available in accessible formats upon request, for example, large print for individuals with low vision for blind individuals, as well as accessible electronic formats.

Printed information materials are available on each bus, at the Becker County Transit Office, and on the Becker County Website.

Personal Care Attendants

Under the ADA, an agency cannot require a passenger to have a personal care attendant (PCA). If a PCA accompanies a passenger, the PCA will ride free of charge. A family member or friend is not considered a PCA, unless that individual is acting in that capacity.

Stop Announcements

Becker County Transit does not operate a deviated-fixed route.

Complaint Procedure

All complaints of discrimination on the basis of disability will be forwarded to the Transit Director for prompt and objective investigation. In addition, Becker County Transit will submit all complaints received within 10 days, to the MnDOT Office of Transit and Active Transportation (OTAT) Compliance Coordinator, at which time further investigation occurs to determine the extent of the complaint and under which class. OTAT will provide the transit system with a written response to the complaint and any actions required, in a timely manner.

Becker County Transit will promptly communicate its response to the complaint allegations, including its reasons for the response, to the complainant. The response will be documented. Internal corrective actions may include specialized training for staff, corrective processes or procedures, or disciplinary action will be taken for behavior prohibited by this policy, up to and including termination of employment.

Documentation of each complaint will be kept on file for a minimum of one year, and a summary of all complaints will be kept for at least five years. This meets DOT regulations that require FTA grantees to maintain all complaints of noncompliance with 49 CFR Part 27 for one year, and a record of all such complaints, which is permitted to be in summary form, for five years.

Reasonable Modification Policy

The purpose of the reasonable modification policy is to ensure that Becker County Transit offers equal and effective opportunities and access to public transportation services for persons with disabilities and full compliance with the provisions of the Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

This policy applies to all safety-sensitive transportation vehicle operators including full, part time, casual/substitutes/seasonal, and those staff that may be required to operate the vehicle. For the purposes of this section, the term reasonable accommodation shall be interpreted in a manner consistent with the term “reasonable modifications” as set forth in the Americans with Disabilities Act Title II regulations at 28 CFR 35.130(b)(7), and not as it is defined or interpreted for the purposes of employment discrimination under Title I of the ADA (42 U.S.C. 12111–12112) and its implementing regulations at 29 CFR part 1630.

Becker County Transit is committed to providing equal access and opportunity to individuals with disabilities in all programs, services and activities. Becker County Transit recognizes that in order to have equally effective opportunities and benefits, individuals with disabilities may need reasonable modifications to policies and procedures. Becker County Transit will adhere to all applicable federal and state laws, regulations and guidelines with respect to providing reasonable modifications, as necessary, to afford equal access to programs for persons with disabilities. Becker County Transit does not discriminate on the basis of disability in admission to, participation in, or receipt of services and benefits under any transit program or activity. Becker County Transit will take appropriate steps to ensure that persons with disabilities have an equal opportunity to participate.

No individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of Becker County Transit, or be subject to discrimination by Becker County Transit.

A reasonable modification is a change or exception to a policy, practice, or procedure that allows persons with disabilities to have equal access to programs, services, and activities. Becker County Transit will make reasonable modifications to policies, practices, and procedures when necessary to ensure access to transit services for individuals with disabilities, unless:

- ◆ Making the accommodation would fundamentally alter the nature of the public transportation service.
- ◆ Making the accommodation would create a direct threat to the health or safety of other passengers.
- ◆ The individual with a disability is able to fully use Becker County Transit’s service without the accommodation being made.

- ◆ Making the accommodation creates an undue financial burden on the transit system.

ELIGIBILITY CRITERIA

Becker County Transit provides Door to Door Service, an individual is eligible to be considered to receive a reasonable modification if that individual has:

- ◆ A physical or mental impairment that substantially limits one or more of the major life activities of such individual;
- ◆ A record of such impairment; or
- ◆ Has been regarded as having such impairment.

REQUESTS FOR REASONABLE MODIFICATION

Becker County Transit shall make information about how to contact Becker County Transit to make requests for reasonable modifications readily available to the public through its website, brochures, and other rider policy guidelines.

Becker County Transit shall follow these procedures in taking requests:

- a. Individuals requesting modifications shall describe the modification to service needed in order to use the service. Door through Door services and/or the carrying or delivering of package(s) will not be considered a reasonable modification.
- b. Individuals requesting modifications are not required to use the term “reasonable modification” when making a request. Personnel at Becker County Transit will determine if the request represents a reasonable modification and proceed in accommodating the request accordingly.
- c. Whenever feasible, Becker County Transit requests that individuals make such requests for modifications before Becker County Transit is expected to provide the modified service.
- d. Where a request for modification cannot practicably be made and determined in advance (e.g., because of a condition or barrier at the destination of a, route deviation, demand response, paratransit, or fixed route trip of which the individual with a disability was unaware until arriving), operating personnel shall make a determination of whether the modification should be provided at the time of the request. Operating personnel may consult with Becker County Transit’s management before making a determination to grant or deny the request.

Requests for accommodation may be made either orally or in writing. The reasonable accommodation process begins as soon as the request for accommodation is made. The request can be submitted in any written format. Alternative means of filing a request, such as personal interviews, phone calls, or

taped requests, will be made available for persons with disabilities if unable to communicate their request in writing or upon request.

INTERACTIVE PROCESS

When a request for accommodation is made, Becker County Transit and the individual requesting an accommodation must engage in a good faith interactive process to determine what, if any accommodation shall be provided. The individual and the Becker County Transit must communicate with each other about the request, the process for determining whether an accommodation will be provided, and the potential accommodations. Communication is a priority throughout the entire process.

TIME FRAME FOR PROCESSING REQUESTS TO PROVIDE REASONABLE MODIFICATION

Becker County Transit will process requests for reasonable accommodation and then provide accommodations, where appropriate, in as short a time frame as reasonably possible. Becker County Transit recognizes, however, that the time necessary to process a request will depend on the nature of the accommodation(s) requested and whether it is necessary to obtain supporting information.

GRANTING A REASONABLE MODIFICATION REQUEST

As soon as Becker County Transit determines that a reasonable accommodation will be provided, that decision shall be immediately communicated to the individual. When adequate time is provided, this notice must be in writing in order to maintain the required information for reporting purposes. When granting a request is communicated orally Becker County Transit will follow up in writing. Upon request, alternative means of response will be provided.

In choosing among alternatives for meeting nondiscrimination and accessibility requirements with respect to new, altered, or existing facilities, or designated or specified transportation services, Becker County Transit shall give priority to those methods that offer services, programs, and activities to qualified individuals with disabilities in the most integrated setting appropriate to the needs of individuals with disabilities.

DENIAL OF REASONABLE MODIFICATION REQUEST

As soon as Becker County Transit determines that a request for reasonable accommodation will be denied, Becker County Transit will communicate the basis for the decision immediately. When adequate time is provided, this notice will be in writing to the individual requesting the modification. Any denial communicated orally will be followed up in writing. The explanation for the denial will clearly state:

- ◆ The specific reasons for the denial;
- ◆ Any alternative accommodation that may create the same access to transit services as requested by the individual; and
- ◆ The opportunity to file a complaint relative to the Becker County Transit's decision on the request.

COMPLAINT PROCESS

Becker County Transit has a process for investigating and tracking complaints from qualified individuals. These procedures shall be posted on the Becker County Transit's website and will be provided to any individual where the Becker County Transit has denied a request for accommodation. The process and any forms necessary to file a complaint are readily available from the web. Alternative means of filing complaints, such as personal interviews, phone calls, or taped requests, will be made available for persons with disabilities if unable to communicate their request in writing or upon request.

Any person who believes she or he has been discriminated against in obtaining a reasonable modification may file a complaint by completing and submitting a Becker County Transit's Reasonable Modification Complaint Form. Becker County Transit investigates complaints received no more than 30 days after receipt. Becker County Transit will process complaints that are complete. Becker County Transit will work with MnDOT OTAT to determine resolution in the process. Once the complaint is received, the complainant will receive an acknowledgement of receipt. If more information is needed to resolve the complaint, Becker County Transit may contact the complainant. The complainant has 30 business days from the date of the letter to send requested information to Becker County Transit.

If Becker County Transit is not contacted by the complainant or does not receive the additional information within 30 business days, the Becker County Transit may administratively close the complaint. In addition, a complaint may be administratively closed if the complainant no longer wishes to pursue their case.

After Becker County Transit investigates the complaint and has consulted and received direction from MnDOT OTAT, a decision will be rendered in writing to the complainant. Becker County Transit will issue either a Letter of Closure or Letter of Finding.

- ◆ **Letter of Finding** – This letter will summarize the complaint, any interviews conducted regarding the complaint and explains what actions will be taken by Becker County Transit to address the complaint.
- ◆ **Letter of Closure** – This letter will explain why Becker County Transit has determined that the complaint does not merit accommodation under the Americans with Disabilities Act and that the complaint will be closed.

If the complainant disagrees with the decision of Becker County Transit, an opportunity to appeal the decision may be pursued provided the complaint files notice of appeal within 21 days of the initial decision of Becker County Transit. At any time, the complainant has the right to file a complaint directly with MnDOT, through their website complaint section, through the Motor Carrier website, or through the Ombudsman website.

In the event of appeal, the complainant will be granted all due process, including the ability to present additional evidence, present the case in person during an appeal hearing, and to be represented by counsel.

DESIGNATED EMPLOYEE

Becker County Transit shall designate one official within the organization responsible for processing reasonable modification requests and handling complaints. This individual is:

Transit Director
Becker County Transit
1771 N Tower Road, Detroit Lakes, MN, 56501
740-835-8474

RECORD RETENTION

Becker County Transit will maintain all records related to reasonable modification requests and denials for at least three (3) years.

No Show Policy

This policy is intended to address the actions by habitual abusers of service scheduling and provide clear protocols for addressing passengers who fail to show for their scheduled trip without properly canceling the trip. This policy is intended to address those repeat offenders, and not the occasional incident that may occur with some passengers.

DEFINITIONS

No-show – Any passenger who is unavailable for pick-up of a scheduled trip that has not notified Becker County Transit to cancel that trip. Trips in which passengers will not be picked up due to circumstances related to service will not be considered a no-show.

NO-SHOW PROCEDURE

The transit operator will wait for passengers for 3 minutes beyond the early arrival pick-up time window. The transit operator will make reasonable attempts to locate the passenger. If the passenger cannot be located within the established 5 minutes, the transit operator must contact the Dispatcher with the

no-show. Passengers who do not make themselves available within that window will be considered a no-show. The Dispatcher has the responsibility to determine if the transit operator is to continue without the passenger.

Upon permission to continue without the passenger, the transit operator is to record the arrival time, departure time, and vehicle mileage on the Daily Manifest.

Scheduled trips are to be cancelled at least one (1) hour prior to the time of the trip request. Any scheduled trip not cancelled within that window will be considered a no-show and will be logged as such. A no-show designation for a trip will be monitored to determine the habitual nature of no-shows associated with a passenger.

Exceptions may be made for passengers who are unduly delayed due to medical appointments or procedures and other circumstances beyond their control. The passenger will be required to contact Becker County Transit as soon as practicable following the missed trip and a new driver will be dispatched as soon as possible if applicable.

HABITUAL NO-SHOW PROCEDURE

Passengers who have no-shows equal to or greater than 25% of the scheduled trips in a thirty (30) day period will be provided a written warning. In order to be subject to a warning or suspension, a passenger must have booked a minimum of three (3) trips or more in a calendar month. Example: If a passenger books five (5) trips and no-shows 25% of the time, they will be in violation of the no-show policy and subject to the progressive corrective action plan.

A passenger will be subject to the progressive corrective action plan only if both the minimum number of trips booked and the minimum number of no-shows are reached during a calendar month. All suspension periods will begin on a Monday.

The length of a passenger's suspension will adhere to the progressive corrective action plan described as followed:

- First violation in a rolling 12-month period: Verbal Warning
- Second violation in a rolling 12-month period: Final Warning Letter
- Third violation in a rolling 12-month period: 7 days
- Fourth violation in a rolling 12-month period: 14 days
- Fifth violation in a rolling 12-month period: 21 days
- Sixth and subsequent violations in a rolling 12-month period: 30 days

All penalties imposed under this policy are first subject to an appeals process (see Suspension Appeals Process). Before any suspension, the potentially affected individual will receive written notice that transportation service will be suspended beginning fourteen (14) days from the date of notice. The individual will receive a copy of the appeals process that details passenger rights in this

situation. The written notice of suspension will contain instructions and materials necessary to challenge or appeal the suspension decision.

Becker County Transit will continue to serve passengers appealing pending suspensions until all appeals have been settled. For passengers who do not choose to appeal, suspensions will commence on the date specified in the written notice.

Subscription/Standing Order reservations may be denied upon a second suspension in any consecutive 12-month period. Privileges may be reinstated without guarantee of the original subscription/standing order.

At no time will Becker County Transit require, charge, or bill a passenger when they violate the No Show policy for the passenger trip or any penalties.

Suspension Due to Direct Threat to the Health or Safety of Others

Americans with Disabilities Act (ADA): FTA C 4710.1 Circular Section 2.2.7, § 37.5(h) permits agencies to refuse service to individuals with disabilities if they engage in violent, seriously disruptive, or illegal conduct, or if they pose a direct threat to the health or safety of others.

SERVICE DENIAL DUE TO RIDER CONDUCT

“It is not discrimination under this part for an entity to refuse to provide service to an individual with disabilities because that individual engages in violent, seriously disruptive, or illegal conduct, or represents a direct threat to the health or safety of others. However, an entity shall not refuse to provide service to an individual with disabilities solely because the individual’s disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience employees of the entity or other persons” (§ 37.5(h)).

DETERMINING A DIRECT THREAT

Becker County Transit may refuse to transport individuals who pose a significant risk to the health or safety of others. The definition of “direct threat” is intended to be interpreted consistently with the parallel definition in the Department of Justice regulations. That is, Part 37 does not require a public entity to permit an individual to participate in or benefit from the services, programs, or activities of that public entity when that individual poses a direct threat to the health or safety of others. In determining whether an individual poses a direct threat to the health or safety of others, Becker County Transit must make an individualized assessment, based on reasonable judgment, that relies on current medical knowledge or on the best available objective evidence, to ascertain: the nature, duration, and severity of the risk, the probability that the potential injury will

actually occur, and whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk. Presuming certain conduct will occur based on specific disabilities is not appropriate. For example, it is incorrect to presume all riders with particular psychiatric disabilities will behave in a violent manner that constitutes a direct threat to others. The definition of direct threat refers to a direct threat to other individuals and not to the person with the disability.

STEPS TO TAKE BEFORE REFUSING SERVICE

Before refusing service to an individual with a disability, Becker County Transit will make reasonable attempts to resolve issues with riders or, if appropriate, caregivers or guardians. Becker County Transit will document the incident or incidents leading to the service denial, substantiating how such an incident rises to the level of seriously disruptive or a direct threat. Becker County Transit will provide the rider with a written warning before denying service.

RIGHT OF INDIVIDUALS TO CONTEST SERVICE DENIALS

Access to public transit is a civil right and inherent in any civil right is the opportunity for due process. This means providing an individual who is denied service the opportunity to contest that decision, correct the situation, and resume service. Service refusals cannot be permanent unless an individual continues to pose a direct threat to the health or safety of others. Riders must have the opportunity to subsequently present information to Becker County Transit, demonstrating that issues have been resolved or presenting options to mitigate any problems, to have service reinstated. This also means providing a rider required to travel with an attendant the opportunity to appeal such a requirement. As with service refusals, riders have the right to subsequently provide information demonstrating they have addressed Becker County Transit's concerns and can now travel without an attendant or propose other solutions that permit them to travel on their own. Becker County Transit will follow the approved Suspension Appeals Process provided in this policy.

Suspension Appeals Process

A suspension may result from violations of passenger behavior rules, violation of the no-show policy, or for other inappropriate or disruptive behavior. Regardless of the reason for suspension, each passenger has a right to appeal the decision through an appeals process.

Appeals must be submitted in writing to Kevin Johnson, Transit Director, by mail at 1771 N Tower Road, Detroit Lakes, MN, 56501, or by email at kevin.johnson@co.becker.mn.us within 14 days of issuance/receipt of the determination letter. Written appeals must provide for the date of issue/incident and service suspension, circumstances involved in the issue/incident, passengers understanding of the suspension, suggested remedies passenger is offering in

response to re-instatement of ridership. All passengers will be permitted to continue using service during the appeals process, unless it is established that the rider engaged in a violent, seriously disruptive, or illegal conduct, or if the rider poses a direct threat to the health or safety of others. Becker County Transit management will inform all schedulers/dispatchers that the suspension is pending an appeal and to allow service to continue for the affected passenger. Becker County Transit will provide all information to the MnDOT OTAT Compliance Coordinator for review and approval during the appeals process.

An Appeals Committee comprised of a mixture of local officials, and transit personnel will review all applicable information from Becker County Transit and the involved passenger. To maintain separation of function the individual(s) who made initial determination will not be involved in hearing/determining appeals outcome. All passengers will be offered the opportunity to speak directly with Committee members and/or the Transit Manager regarding the submitted appeal and/or circumstances that led the suspension and subsequent appeal.

After a thorough review of all available information and testimony, the Appeals Committee will have 72 hours in which to issue a recommendation to sustain or reverse the suspension. The Committee recommendation will be forwarded to the Transit Manager and/or the assigned personnel for final review and implementation.

The Becker County Transit administration will have three (3) days to issue a final suspension decision in writing to the passenger involved. All final decisions will be implemented within seven (7) days of passenger notification. The appeal process will be resolved within 30 days of receipt of appeal request.

All communications will be made available in alternate format upon request.

ADA Complaint Form Procedure

Background

The Americans with Disabilities Act of 1990 (ADA), provides protection that no individual with a disability shall on the basis of disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any federally funded program, service, or activity.

Becker County Transit is committed to providing non-discriminatory service to ensure that no person is excluded from participation in, or denied the benefits of, or subjected to discrimination in the receipt of its services by providing protection that no individual with a disability shall on the basis of disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination as stated in the Americans with Disabilities Act of 1990 (ADA).

If you feel that you have been discriminated against, please provide the following necessary information to facilitate the processing of your complaint. If assistance is required to complete the form, or if you have questions, please do not hesitate to call the ADA Coordinator at 218-847-1674. **Once completed, return a signed and dated copy to:**

Kevin Johnson, Transit Director
1771 N Tower Road, Detroit Lakes, MN, 56501

Note: The following information is necessary to assist us in processing your complaint. Should you require any assistance in completing this form, please call 218-847-1674.

ADA Complaint Form

Section I:				
Name:				
Address:				
Telephone (Home/Cell):			Telephone (Work):	
Email:				
Do you require an accessible format?	Large Print		Audio Tape	
	TTY/TDD		Other:	
Section II:				
Are you filing this complaint on your own behalf? *			Yes	No
*If you answered "yes" to this question, go to Section III.				
If not, please supply the name and relationship of the person for whom you are filing:				
Have you obtained permission from this person?			Yes	No
Section III:				
If you believe you were discriminated against based on a disability, please provide as much detail concerning the alleged discrimination.				
Date of Alleged Discrimination (Month, Day, Year): _____ Time: _____				
Transit Line/Route: _____ Vehicle ID or Name: _____ Location: _____				
Name(s) of Employee(s) involved: _____				
Explain as clearly as possible what happened and why you believe you were discriminated against. If more space is needed, please use the back of this form.				

Section IV		
Have you previously filed an ADA complaint with this agency?	Yes	No
Contact name:	Telephone number:	
Section V		
Have you filed this complaint with any other federal, state, or local agency, or with any federal or state court?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, check all that apply:		
<input type="checkbox"/> Federal Agency: _____	<input type="checkbox"/> Federal Court: _____	
<input type="checkbox"/> State Agency: _____	<input type="checkbox"/> State Court: _____	
<input type="checkbox"/> Local Agency: _____	<input type="checkbox"/> Local Court: _____	
Please provide contact information for the person you spoke to at the above agency:		
Name:	Title:	
Agency:		
Address:		
Telephone:		

Important Notice: To protect your rights, your complaint must be filed within 180 days following the date of the alleged discrimination. Failure to file within 180 days may result in dismissal of the complaint. You may attach any additional written materials or other information that you think is relevant to your complaint to this form.

Signature and date required below.

Signature of Person Filing Complaint

Date

If you need assistance completing this form, contact Becker County Transit at 218-847-1674

Once completed, return a signed and dated copy to:

**Kevin Johnson, Transit Director
Becker County Transit
1771 N Tower Road, Detroit Lakes, MN, 56501**

Reasonable Modification Complaint Process

Becker County Transit investigates complaints received no more than 30 days after receipt. Becker County Transit will process complaints that are complete. Once the complaint is received, the complainant will receive an acknowledgement of receipt. If more information is needed to resolve the complaint, Becker County Transit may contact the complainant. The complainant has 30 business days from the date of the letter to send requested information to Becker County Transit.

If Becker County Transit is not contacted by the complainant or does not receive the additional information within 30 business days, the Becker County Transit may administratively close the complaint. In addition, a complaint may be administratively closed if the complainant no longer wishes to pursue their case.

After Becker County Transit investigates the complaint and has consulted and received directive from MnDOT OTAT, a decision will be rendered in writing to the complainant. Becker County Transit will issue either a Letter of Closure or Letter of Finding.

- ◆ **Letter of Finding** – This letter will summarize the complaint, any interviews conducted regarding the complaint and explains what actions will be taken by Becker County Transit to address the complaint.
- ◆ **Letter of Closure** – This letter will explain why Becker County Transit has determined that the complaint does not merit accommodation under the Americans with Disabilities Act and that the complaint will be closed.

If the complainant disagrees with the decision of Becker County Transit, an opportunity to appeal the decision may be pursued provided the complaint files notice of appeal within 21 days of the initial decision of Becker County Transit.

In the event of appeal, the complainant will be granted all due process, including the ability to be present additional evidence, present the case in person during an appeal hearing, and to be represented by counsel.

Reasonable Modification Complaint Form

Part I

Date: _____
Name: _____
Address: _____
Telephone: _____
Email Address: _____

Preferred contact method: ☐ Phone ☐ Email

Best time to contact you: _____

Additional Formats Needed:

☐ None ☐ TDD ☐ Other
☐ Large Print ☐ Audio Tape

Part II

Are you filing this complaint on your own behalf?

☐ Yes – Proceed to Part III

☐ No – Please provide the name of and your relationship with this person:

Name of Individual: _____

Your Relationship: _____

Please explain why you have filed for a third party:

Confirm:

☐ I have obtained permission of the aggrieved party to file this form on his or her behalf.

☐ I have not confirmed permission to file this form on behalf of the aggrieved party.

Part III.

If you believe you were not heard in your reasonable modification request or did not receive the services you requested, please provide as much detail concerning the incident. Becker County Transit investigates complaints received no more than 30 days after receipt.

Date of incident (Month, Day, Year): _____ Time: _____

Name(s) of Employee(s) involved: _____

☐ Through dispatching services

☐ Through operator request

Explain as clearly as possible what happened and why your reasonable modification request was not granted or did not receive the services you requested. If more space is needed, please use the back of this form.

Signature and date required below.

Signature of Person Filing Complaint

Date

If you need assistance completing this form, contact Becker County Transit at 218-847-1674.

Once completed, return a signed and dated copy to:

**Kevin Johnson, Transit Director
Becker County Transit
1771 N Tower Road, Detroit Lakes, MN, 56501**



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: November 5th, 2024

SUBJECT: Electronic Waste disposal service agreement

THROUGH: Environmental Services Committee

TO: Becker County Commission

1. Reference: Dynamic Lifecycle Innovations, Inc. Service Agreement
2. Discussion: The County has an ongoing services agreement with Dynamic Lifecycle Innovations, Inc. (Dynamic) to recycle the electronic waste generated by county residents. Dynamic is the state contract provider for e-waste recycling.

The proposal reduces disposal rates for the period of 10-1-2024 to 9-30-2025.

3. Funding: Tip fees/Fund 18
4. Action: Approve a professional services agreement with Dynamic Lifecycle Innovations, Inc., authorizing the County Administrator to sign the service agreement.
5. The point of contact for this memorandum is Steve.Skoog@co.becker.mn.us or by phone at 846-7310.

Distribution: County Commissioners
County Administrator

2024-25 Disposal Rates

End of Life Recycling Services – MN Program	Rates
CRT Televisions & Monitors (Mixed)	Charge \$0.07/lb.
LCD Televisions & Monitors (Mixed)	Charge \$0.03/lb.
LCD Monitors (Separated)	No Credit/No Charge
Projection & Wood Console Televisions	Charge \$0.085/lb.
Desktops, Laptops, Tablets & Servers (Mixed)	Credit \$0.33/lb.
Laptops & Tablets (Separated)	Scrap Rates Apply
Covered Electronic Devices; CEDs (Mixed: Desktop Printers, Scanners, Fax Machines, Computer Speakers, DVD Players, VCRs, Keyboards & Mice)	Credit \$0.05/lb.
End of Life Recycling Services – Non-Program	Rates
Miscellaneous Electronics (No battery-containing devices; Stereos, Remote Controls, Household Telephones, Speakers, Small Household Appliances, etc.)	Credit \$0.04/lb.
Floor Copiers	Charge \$0.06/lb.
Microwaves	Credit \$0.02/lb.
Refrigerant-Containing Appliances (No Ammonia-Containing Appliances)	Charge \$0.10/lb.
Cell Phones (Separated)	Credit \$3.25/lb.
Battery-Containing Devices (No Packaging)	Call for Pricing
Medical or Industrial Equipment; Salvaged Electronics or CRT Glass	Call for Pricing
Logistics Services	Rates
53' Semi Availability	Charged to CUSTOMER
Miscellaneous Services	Rates
**Sort Fee for mixed TVs and Monitors	Charge \$0.05/lb.

2023- 2024 Disposal Rates

End of Life Recycling Services – MN Program	Rates
CRT Televisions & Monitors (Mixed)	Charge \$0.09/lb.
LCD Televisions & Monitors (Mixed)	Charge \$0.06/lb.
LCD Monitors (Separated)	Charge \$0.03/lb.
Projection & Wood Console Televisions	Charge \$0.10/lb.
Desktops, Laptops, Tablets & Servers (Mixed)	Credit \$0.30/lb.
Laptops & Tablets (Separated)	Scrap Rates Apply
Covered Electronic Devices; CEDs (Mixed: Desktop Printers, Scanners, Fax Machines, Computer Speakers, DVD Players, VCRs, Keyboards & Mice)	Credit \$0.05/lb.
End of Life Recycling Services – Non-Program	Rates
Miscellaneous Electronics (No battery-containing devices; Stereos, Remote Controls, Household Telephones, Speakers, Small Household Appliances, etc.)	Credit \$0.04/lb.
Floor Copiers	Charge \$0.12/lb.
Microwaves	Charge \$0.03/lb.
Refrigerant-Containing Appliances (No Ammonia-Containing Appliances)	Charge \$0.10/lb.
Cell Phones (Separated)	Credit \$3.00/lb.
Battery-Containing Devices (No Packaging)	Call for Pricing
Medical or Industrial Equipment; Salvaged Electronics or CRT Glass	Call for Pricing
Logistics Services	Rates
53' Semi Availability	Charged to CUSTOMER
Miscellaneous Services	Rates
**Sort Fee for mixed TVs and Monitors	Charge \$0.05/lb.



Service Agreement

Parties:	
Recycler:	Dynamic Lifecycle Innovations, Inc.
Customer:	Becker County
Program:	Minnesota

This Agreement, on the 1st day of October, 2024, is entered into by and between **Becker County**, 24413 County Road 144, Detroit Lakes, MN 56501 (hereafter referred to as "CUSTOMER") and **Dynamic Lifecycle Innovations**, N5549 County Road Z, Onalaska, WI 54650 (hereafter referred to as "DYNAMIC").

CUSTOMER hereby engages DYNAMIC to manage CUSTOMER's electronics for end-of-life recycling and/or asset reuse/recovery, and DYNAMIC agrees to be so engaged to manage CUSTOMER's electronic waste for processing and final disposition.

A. Exhibit Term

The term of this Agreement is Twelve (12) Months, with the option for a Twelve (12) Month extension upon mutual agreement by both parties, commencing on October 1st, 2024 and ending on September 30th, 2025. Any renewals shall be agreed upon by both parties within Sixty (60) days of the Agreement termination period.

B. Obligations of CUSTOMER: Becker County

CUSTOMER must notify DYNAMIC and clearly designate, at time of scheduling drop off/pick up, what is program eligible/not program eligible. DYNAMIC is to retain all program eligible recycling credits.

CUSTOMER shall separate all electronic waste to be recycled, by material type as specified in the Pricing section, sorted on to skid pallets/Gaylord boxes, or additional sort charges may apply. To ensure safe transport, all material must be secure and stable before picked up by DYNAMIC. DYNAMIC will provide packaging guidelines to CUSTOMER upon request. In no event will CUSTOMER place hazardous waste in, or on, such packaging materials. **Hazardous waste is defined as any radioactive or pathogenic item, asbestos, or any item containing hazardous chemicals which pose a health risk to DYNAMIC's employees, other than those which are normally and routinely contained within the electronic devices to be recycled.**

CUSTOMER guarantees that electronics are collected in compliance with all applicable federal, state, and local laws, regulations, and ordinances.

CUSTOMER will maintain, at its expense, all registrations, permits, certificates, licenses, or other authorizations required to collect and transport electronics.

CUSTOMER agrees to adhere to all of the terms and conditions of this Agreement and to pay invoices for services applicable for the recycling of electronic waste provided to DYNAMIC.

C. Obligations of DYNAMIC: Dynamic Lifecycle Innovations

DYNAMIC shall respond via email or phone to request(s) for pick-ups and/or load deliveries from CUSTOMER within two (2) business days and provide confirmation of said pick-up requests, if applicable, within three (3) business days.

- All requests should be sent via email to: orderrequests@thinkdynamic.com. Request should include a Bill of Lading with the number of skids to be picked up, along with the weight, and any specific dates/times/special instructions for the trucking. Bill of Lading should also describe the origin of the shipment.

DYNAMIC shall inspect the shipment and delivery receipt upon acceptance of an electronic load to ensure that the receipt accurately reflects the shipment documentation created by CUSTOMER. DYNAMIC shall inspect any skid pallets/Gaylord boxes, when applicable, to confirm that the correct recycling materials have been received, sorted, and not tampered with prior to its delivery to DYNAMIC's processing facility. Please note that all loads will be settled based off DYNAMIC's weights when the material is received.

DYNAMIC agrees to process and recycle electronic material in accordance with applicable federal, state and local regulations.

D. Pricing

Material must be sorted to the below categories or sort fees may apply. Upon mutual agreement, Dynamic reserves the right to propose rate increases based on market fluctuations.

End of Life Recycling Services – MN Program	Rates
CRT Televisions & Monitors (Mixed)	Charge \$0.07/lb.
LCD Televisions & Monitors (Mixed)	Charge \$0.03/lb.
LCD Monitors (Separated)	No Credit/No Charge
Projection & Wood Console Televisions	Charge \$0.085/lb.
Desktops, Laptops, Tablets & Servers (Mixed)	Credit \$0.33/lb.
Laptops & Tablets (Separated)	Scrap Rates Apply
Covered Electronic Devices; CEDs (Mixed: Desktop Printers, Scanners, Fax Machines, Computer Speakers, DVD Players, VCRs, Keyboards & Mice)	Credit \$0.05/lb.
End of Life Recycling Services – Non-Program	Rates
Miscellaneous Electronics (No battery-containing devices; Stereos, Remote Controls, Household Telephones, Speakers, Small Household Appliances, etc.)	Credit \$0.04/lb.
Floor Copiers	Charge \$0.06/lb.
Microwaves	Credit \$0.02/lb.
Refrigerant-Containing Appliances (No Ammonia-Containing Appliances)	Charge \$0.10/lb.
Cell Phones (Separated)	Credit \$3.25/lb.
Battery-Containing Devices (No Packaging)	Call for Pricing
Medical or Industrial Equipment; Salvaged Electronics or CRT Glass	Call for Pricing
Logistics Services	Rates
53' Semi Availability	Charged to CUSTOMER
Miscellaneous Services	Rates
**Sort Fee for mixed TVs and Monitors	Charge \$0.05/lb.

Pricing is for whole-units. Electronics missing commodities are subject to price downgrades.

****Sort Fee only applies to TVs and Monitors not sorted to categories outlined above.****

Any and all material deemed as Non-Conforming will be charged at Dynamic's current standard rates at Dynamic's sole discretion.

E. Payment Terms and Invoicing

All Statements and Certificates of Recycling from DYNAMIC will be emailed out upon completion of contracted recycling service, within thirty (30) business days of delivery. Payments shall be due thirty (30) days from the date of said invoice. Any invoices not paid within such thirty (30) days shall bear interest at one and one-half percent (1 ½%) per month.

F. Data Management and Disclosure of Non-NAID Services

DYNAMIC's standard operating procedures includes the moral obligation to provide data management (data sanitization and/or destruction) in accordance to industry leading best practice standards of NIST 800-88 and Dept. of Defense, as a minimum level of service regardless of clients' requested releases at no additional charge.

DYNAMIC can be contracted to provide enhanced data management capabilities via physical or software destruction methods (or both) either on-site or at a secure DYNAMIC facility with full chain of custody, in accordance with NAID AAA certified processes. These enhanced practices such as the recording of serial numbers of destroyed computer hard drives or devices could be considered a critical element in determining, investigating and defending against regulatory non-compliance, potential data breaches, and data breach notification requirements.

Based on the pricing and all services outlined for the processing of material under this agreement, services are to be considered "Non-NAID Certified" unless otherwise mutually agreed upon in writing. CUSTOMER has been informed of DYNAMIC's data

management practices and potential data security risks.

CUSTOMER willingly agrees to opt out of NAID certified services and agrees that NAID and DYNAMIC will be held harmless from all claims, loss, or threatened loss, or any expenses by reason of the liability or potential liability arising from the failure to record the serial numbers of destroyed computer hard drives or devices.

G. Indemnification

CUSTOMER shall indemnify, defend, and hold DYNAMIC, DYNAMIC's officers, and DYNAMIC's customers harmless at all times from, and after, the date of this Agreement against and with respect to all damages, losses, costs, and expenses which DYNAMIC may suffer or incur with respect to, or in connection with:

- i. CUSTOMER's omissions, acts, or failure to perform its obligations under this Agreement.
- ii. The material breach by CUSTOMER of any other agreement, representation, warranty, or covenant contained in this Agreement.

H. Audit Right

DYNAMIC shall have the right to audit CUSTOMER to assure compliance with the terms and conditions of this Agreement, including the right to audit reporting, processes, procedures, technical systems, records, and documents reasonably identified by DYNAMIC related to performance and compliance with all applicable laws, regulations, rules, program requirements, and DYNAMIC and DYNAMIC's customer's requirements.

I. Termination

DYNAMIC reserves the right to amend the obligation set forth in the above Scope of Work with a written notice to the CUSTOMER at any time throughout the duration of the program year, or if prior to such action, the other party materially breaches any of its representations, warranties or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed to the fullest extent of the law in regards to the costs of enforcing this Agreement. In the event of termination due to breach, the breaching party's fines, fees, and penalties will survive termination. If the applicable state agency revises its legislation, Dynamic agrees to review the new changes, and must be acceptable to continue under this Agreement. Both parties recognize that all materials (electronic equipment, components, and commodities making up electronic waste) sent to DYNAMIC are wholly owned by DYNAMIC. All rights, credits, interests, and title generated from this process are owned and retained by DYNAMIC.

J. Governing Law

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin, without regard to its conflicts of laws rules.

K. Confidentiality

Each party shall hold confidential all confidential and trade secret information relating to the business of the other party and its affiliated and subsidiary companies disclosed to it by reason of this Agreement, including the terms of this Agreement, and will not disclose any of such information to any person or entity unless legally compelled to do so. Provided, however, that to the extent that a party may become so legally compelled, such party may only disclose the information if such party shall first afford the other party the opportunity to obtain an appropriate protective order or other satisfactory assurance of confidential treatment for the information required to be disclosed.

L. Force Majeure

Notwithstanding any other provision contained in this Agreement, if DYNAMIC is delayed or prevented from performing its obligations under this Agreement by any cause beyond its reasonable control including, but not limited to, acts of God, pandemic, war or other public disorder, governmental laws or orders, strikes or labor disturbances, the unavailability of labor or fuel, or other failure or delays of transportation which by exercise of due diligence, DYNAMIC could not be expected to avoid. In such instances DYNAMIC's performance shall be suspended or excused without damages, cost or penalties while such cause exists. DYNAMIC shall use its best efforts to overcome the event and shall have reasonable time after cessation of the event to commend its performance.

M. Representation of Authority

Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this

Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes a valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

IN WITNESS THEREOF, the parties have caused this contract to be duly executed by their duly authorized Representatives on the dates written under their signatures below intending for this Agreement to become effective as of the Effective Date.

Date: _____

Date: _____

Signed: _____

Signed: _____

Amanda Buros

Steve Skoog

VP of OEM Solutions

Director

Dynamic Lifecycle Innovations

Becker County

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY: This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Exhibit B1.0

Minnesota Electronics Recycling Act

This Exhibit is incorporated by reference into the Service Agreement MN-24/25-4-D-Becker County, MN, entered into by and between CUSTOMER and DYNAMIC on October 1st, 2024.

For the purpose of this Agreement all definitions and requirements described below align with Minnesota Statute 115A.1310 to 115A.1330.

CUSTOMER confirms that all material designated as program eligible meets the requirements as listed in Exhibit B1.0.

1. Program Eligible Entities:
 - a. In alignment with the Minnesota Electronics Recycling Act the phrase Program Eligible Entities means Minnesota Households.
2. Program Eligible Material
 - a. Covered Electronic Devices (CEDs):
 - i. Computers (desktop, laptop, netbook, tablets)
 - ii. Peripherals (keyboards, mice, printer, or any other device sold exclusively for external use with a computer that provides input or output into or from a computer)
 - iii. Peripherals (keyboards, mice, computer speakers, external hard drives; items for external use provides input or output from a computer)
 - iv. Fax machines
 - v. DVD players, VCRs
 - b. Video Display Devices (VDDs):
 - i. Televisions
 - ii. Computer Monitors
3. Program Year
 - a. July 1st through June 30th of each year.
4. CUSTOMER agrees to operate in alignment with the Minnesota Statute 115A.1310 to 115A.1330 and guarantees that all electronics are collected in compliance with the Minnesota Electronics Recycling Act.
5. CUSTOMER must specify at time of shipment what material is classified as metro or non-metro.
6. CUSTOMER as a registered collector participating in the Minnesota Electronics Recycling Act must meet all requirements as a registered collector including but not limited to:
 - a. Submit by July 15th annually a complete registration to the Minnesota PCA in the format required by the PCA
 - b. Submit by July 15th annually a report to the Minnesota PCA the total weight of CEDs and VDDs collected in Minnesota during the preceding program year and the names of all registered recyclers to whom the CUSTOMER delivered CEDs and VDDs.
 - c. Whether the collector had a contract with a recycler or manufacturer to provide pounds toward meeting a manufacturer's obligation.
7. If the Minnesota Pollution Control Agency (MPCA) or DYNAMIC determines that CUSTOMER is out of compliance with any laws, regulations and rules under which CUSTOMER must comply with at the local, state, Federal, and international level; CUSTOMER is removed by the MPCA from the Minnesota Electronics Recycling Act; and/or the Program Eligible Material collected by CUSTOMER are determined by the MPCA or other government agency to no longer be eligible under the state program, then CUSTOMER shall immediately notify DYNAMIC at which point the Contract will terminate. If the MPCA or other government agency determines that the Program Eligible Material volume shipped to DYNAMIC cannot be claimed by a manufacturer program, CUSTOMER must immediately repay DYNAMIC for all payments under this Contract and shall also pay DYNAMIC for

any fines or penalties incurred by manufacturers or manufacturer programs to which DYNAMIC sold CUSTOMER's volume, or shortfall pounds from CUSTOMER. This amount from CUSTOMER will be considered late and a late charge of three percent (3%) shall apply if not paid to DYNAMIC within thirty (30) days of demand by DYNAMIC. CUSTOMER also confirms that all pounds purchased by DYNAMIC in this contract have not been previously sold and counted for any other state manufacturer program.

AMENDMENT #13 TO THE FOOD SERVICE MANAGEMENT AGREEMENT

This Amendment is made and entered into by and between Becker County ("Client"), and Summit Food Service, LLC ("Company") (collectively "the Parties").

WHEREAS, The Parties have entered into a certain Food Service Management Agreement (the "Agreement"), effective January 1, 2011

WHEREAS, The Parties have agreed to extend with pricing adjustment the partnership; and

WHEREAS, The Parties now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, The Parties, intending to be legally bound hereby, mutually agree as follows:

1. **Term.** This Agreement shall be extended for an additional year beginning January 1, 2025.
2. **Payment Arrangement.** Per section 1.b. of the Agreement, pricing shall be adjusted as follows:

Population	Current Price	CPI%	New Price
0-30	\$6.185	5%	\$6.494
31-40	\$4.955	5%	\$5.202
41-50	\$4.188	5%	\$4.397
51-60	\$3.717	5%	\$3.902
61-70	\$3.297	5%	\$3.461
71-80	\$3.247	5%	\$3.409
81-90	\$2.996	5%	\$3.145
91-100	\$2.972	5%	\$3.120
101-110	\$2.922	5%	\$3.068
110-120	\$2.758	5%	\$2.895

3. **Future Pricing.** Section 1.b. of the Agreement shall be amended to the following language:
Pricing adjustments shall be made on an annual basis at a rate no less than the greater of five percent (5%), the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away from Home, or the changes in the Market Basket of Products. Up to ninety (90) days prior to the anniversary of the Commencement Date, Company shall provide Client notification of the adjustment to the Fee(s). On the anniversary of the Commencement Date, Company's proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.

This Amendment is effective as of January 1, 2025. All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Agreement.

CLIENT: Becker County

Signature: _____

Name: _____

Title: _____

Date: _____

COMPANY: Summit Food Service, LLC

Signature: _____

Name: _____

Brittany Mayer-Schuler

Title: _____

President

Date: _____



BECKER COUNTY SHERIFF'S OFFICE

Todd Glander • Sheriff

OFFICE: 925 Lake Avenue

Detroit Lakes, MN 56501

Phone 218-847-2661 • Fax 218-847-1604

JAIL 1428 Stony Road

Detroit Lakes, MN 56501

Phone 218-847-2939 • Fax 218-846-2580

Old Squads to Sell

November 5, 2024

Unit	Equipment	VIN#	Disposition
4746	2016 Ford Explorer	1FM5K8AR1GGC14746	Auction
4749	2016 Ford Explorer	1FM5K8AR7GGC14749	Auction
2478	2017 Ford Explorer	1FM5K8AT7HGD92478	Auction
4748	2016 Ford Explorer	1FM5K8AR5GGC14748	Auction
5364	2020 Ford Explorer	1FM5K8AW4LGA95364	Airport Sale: \$10,000 or Auction



BECKER COUNTY

HIGHWAY DEPARTMENT

1771 Tower Road • Detroit Lakes, MN 56501

218-847-4463

MEMORANDUM

Date: October 31, 2024

To: Becker County Board of Commissioners

From: Jim Olson, County Engineer

Subject: Sale of 2013 Tandem Plow Truck

Background: The Department is requesting permission to sell County property. The Department typically orders and receives delivery of a new Tandem Plow Truck on an annual basis. Upon delivery of the new plow truck, the oldest spare truck is then offered for sale at auction. The sale of the truck will be listed on the Auction Block website.

Recommended Action: Approve sale of 2013 Tandem Plow Truck



BECKER COUNTY

HIGHWAY DEPARTMENT

1771 Tower Road • Detroit Lakes, MN 56501

218-847-4463

MEMORANDUM

Date: October 31, 2024

To: Becker County Board of Commissioners

From: Jim Olson, County Engineer

Subject: Professional services contract for design of Intersection Lighting Project

Background: The Department was awarded a grant in the amount of \$29,700 through the Highway Safety Improvement Program to be used for designing lighting systems at 13 intersections throughout the County. This is a federally funded program administered through MnDOT. The program requires a minimum 10 percent match in funding. County state aid funds will be used for the match.

Four engineering consulting firms were solicited through an RFP Qualification Selection process in accordance with the Federal program. Staff ranked the four firms and have selected the partnered firms of Moore Engineering, Inc. and JK Engineering, Inc. Both of these firms have worked with the County before.

In addition to the \$29,700 grant, a second grant of \$220,000 was awarded through the same program to pay for construction of the intersection lighting. The project is scheduled to begin construction in 2025.

Recommended Action: Authorize the County Engineer to negotiate and executed a contract for the needed professional services.



BECKER COUNTY

HIGHWAY DEPARTMENT

1771 Tower Road • Detroit Lakes, MN 56501

218-847-4463

MEMORANDUM

Date: October 31, 2024

To: Becker County Board of Commissioners

From: Jim Olson, County Engineer

Subject: Culvert liner repair work on CSAH 18 and CSAH 21

Background: Subsurface, Inc is a contractor that repairs aging, leaking or broken underground drainage culverts through a cured in-place pipe relining process. This type of repair process has several advantages over digging up the road and replacing culverts. Two of the biggest advantages are cost savings and no inconvenience to the traveling public. Subsurface, Inc. has worked for the County as a subcontractor on previous road construction projects that require culvert repair with good results.

This contractor was looking for work this fall due an unanticipated gap in their schedule. Since staff had previously identified 5 culverts needing replacement, four culverts on CSAH 21 and one on CSAH 18, the information was provided to the contractor to prepare a quote. Staff received and reviewed the attached quote and found that the pricing was very competitive. It compared to pricing on one of our 2022 construction contracts. Since this contractor is the only one in our area to perform this particular type of repair, there are no other contractors available to provide a competitive quote.

This information was reviewed and discussed in Highway committee with the decision to proceed with the work pending sufficient funding being available. Staff has reviewed the Department budget and finds that there are sufficient funds available within 2024 budget to pay for the work.

Recommended Action: Ratify the quote approval and authorize staff to proceed with the needed culvert repair work.

P.O. Box 37
Moorhead, MN 56561-0037



Phone (218)227-5963
Fax (218)477-3949
Email: gary@subsurface-inc.com

October 28, 2024

Brian Shepherd
Becker County
Assistant Engineer / Construction Manager
bdshepa@co.becker.mn.us
218-850-8839

RE: Becker County MN Highways 21 and 18, UV CIPP LINING

Brian,

Subsurface, Inc. is pleased to provide a quote for the work that you requested on Becker CSAH 21 and CSAH 18. Price includes cleaning, liner installation, and post-televising . Please see pricing below:

CSAH 21

Item	Est Qty	Units	Unit \$	Amount
Mobilization	1	LS	\$10,000.00	\$10,000.00
Lining Culvert Pipe (18") Special	226	LF	\$215.00	\$48,590.00
Lining Culvert Pipe (24") Special	51	LF	\$250.00	\$12,750.00
Remove Pipe & Line through to original length	45	LF	\$120.00	\$5,400.00
Traffic control	1	Day	\$3,500.00	\$3,500.00

CSAH 18

Lining Culvert Pipe (24") Special	60	LF	\$250.00	\$15,000.00
TOTAL				\$95,240.00

Please Note:

Final pay quantity for UV CIPP shall be field measured quantity.

Owner responsible for any / all permitting.

Owner to secure landowner access agreements if access is needed outside of the right-of-way.

Payment due upon completion.

Top reasons to use Subsurface Inc UV CIPP LINERS

- Monolithic – “Jointless”
- Up to 30 Degree bends
- Environmentally friendly process
 - Less environmental impact on site
 - No styrene contamination issues
 - Carbon footprint substantially less than open cut methods
 - Generally open cut pipe method is 4-5x more expensive
- Designed to be stand-alone/structural pipe
 - Able to re-line fully deteriorated pipe
- Ability to Line Horizontal and Vertical Host pipes
- Ability for various shapes & types:
 - Round, Elliptical, Arch, Box culverts
 - RCP, CMP, Steel, Cast Iron, PVC, HDPE
- Retained 65% of Strength after 70 years.
- Limited inconvenience to the traveling public
- Trenchless means no road closures necessary
 - No detours
- No temporary easements
- No wetland permits
- Minimal impact on hydraulic capacity of existing culvert
 - In the vast majority of host pipes lined, hydraulic capacity was increased
- Ability to re-line wet and dry pipe locations

Patented installation tools and equipment to improve the installation process.

If you find this quote acceptable, please sign and date below and return as authorization to perform the work as outlined above.



Authorized Signature

10-29-24

Date

Sincerely,

Tony Revering
Subsurface, Inc
701-831-1123

Callaway Township Board of Supervisors

RESOLUTION #:

Callaway Township OPPOSITION TO

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

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

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

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

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

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

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

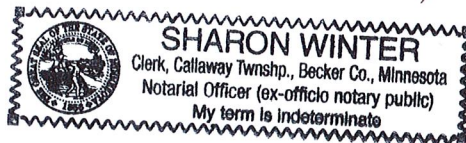
Duly adopted this 22nd day of May, 2024

Callaway Township Board of Supervisors
Becker County, Minnesota

Attest: Roger Winter (Chairman)
Denni Schoultz

Bill Lunderman

State of Minnesota)
) ss
County of Becker)



I, the undersigned being the duly appointed and qualified Clerk of Callaway Township for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the township Board of Supervisors at a meeting held May 22nd 2024, as recorded in the record of proceedings.

Sharon Winter
Clerk of Callaway Township

Spring Creek

Township Board of Supervisors

RESOLUTION #: 061924-01

Spring Creek

Township OPPOSITION TO

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

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

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

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

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

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

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

Duly adopted this 19th day of June, 2024

Spring Creek Township Board of Supervisors

Becker County, Minnesota

Attest: [Signature] (Chairman)

[Signature]

State of Minnesota)

) ss

County of Becker)

[Signature]

I, the undersigned being the duly appointed and qualified Clerk of Spring Creek Township for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the township Board of Supervisors at a meeting held June 19th, 2024, as recorded in the record of proceedings.

[Signature]
Clerk of Spring Creek Township

Sugarbush Township Board of Supervisors

RESOLUTION #:

Sugar bush Township OPPOSITION TO

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

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

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

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

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

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

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

Duly adopted this 6/10 day of June, 2024
Sugarbush Township Board of Supervisors

Becker County, Minnesota

Attest: [Signature] (Chairman)

State of Minnesota)

) ss

County of Becker)

I, the undersigned being the duly appointed and qualified Clerk of Sugarbush Township for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the township Board of Supervisors at a meeting held June 10, 2024, as recorded in the record of proceedings.

[Signature]
Clerk of Sugarbush Township

Walworth

Township Board of Supervisors

RESOLUTION #:

Walworth

Township OPPOSITION TO

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

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

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

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

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

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

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

Duly adopted this 13th day of May, 2024

Walworth Township Board of Supervisors

Becker County, Minnesota

Attest: Rodney Stenmark (Chairman)
Randy Moore

[Signature]

State of Minnesota)

) ss

County of Becker)

I, the undersigned being the duly appointed and qualified Clerk of Walworth Township for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the township Board of Supervisors at a meeting held May 13th 2024, as recorded in the record of proceedings.

[Signature]

Clerk of Walworth Township

White Earth Township Board of Supervisors

RESOLUTION #: 061024

White Earth Township OPPOSITION TO

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

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

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

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

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

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

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

Duly adopted this 10 day of June, 2024

White Earth Township Board of Supervisors

Becker County, Minnesota

Attest: [Signature] (Chairman)

State of Minnesota)

) ss

County of Becker)

I, the undersigned being the duly appointed and qualified Clerk of White Earth Township for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the township Board of Supervisors at a meeting held June 10, 2024, as recorded in the record of proceedings.

[Signature]
Clerk of White Earth Township

Eagle View

Township Board of Supervisors

RESOLUTION #: 2024-2

Eagle View

Township OPPOSITION TO

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

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

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

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

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

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

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

Duly adopted this 14th day of May, 2024

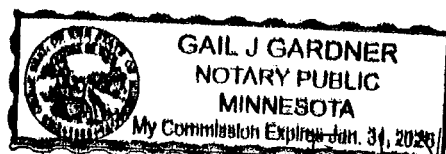
Eagle View Township Board of Supervisors
Becker County, Minnesota

Attest: Coral Sanders (Chairman)

State of Minnesota)

) ss

County of Becker)



I, the undersigned being the duly appointed and qualified Clerk of Eagle View Township for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the township Board of Supervisors at a meeting held May 14th, 2024, as recorded in the record of proceedings.

Gail J. Gardner
Clerk of Eagle View Township

Maple Grove Township Board of Supervisors

RESOLUTION #: 202405

Maple Grove Township OPPOSITION TO

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

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

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

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

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

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

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

Duly adopted this 6th day of May, 2024

Maple Grove Township Board of Supervisors

Becker County, Minnesota

Attest: John D. Short (Chairman)

State of Minnesota)

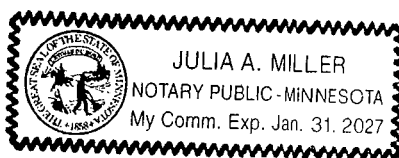
) ss

County of Becker)

I, the undersigned being the duly appointed and qualified Clerk of Maple Grove Township for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the township Board of Supervisors at a meeting held May 6, 2024, as recorded in the record of proceedings.

Julia A. Miller

Clerk of Maple Grove Township



Savannah

Township OPPOSITION TO

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

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

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

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

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

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

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

Duly adopted this May day of 13, 2024
SAVANNAH Township Board of Supervisors

Becker County, Minnesota

Attest: Winifred G. Thelen (Chairman)
Carol

Vern Schatz

State of Minnesota)

) ss

County of Becker)

I, the undersigned being the duly appointed and qualified Clerk of Savannah Township for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the township Board of Supervisors at a meeting held May 13, 2024, as recorded in the record of proceedings.

Barbara D. Busch
Clerk of Savannah Township

Round Lake

Township Board of Supervisors

RESOLUTION #:

Round Lake

Township OPPOSITION TO

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

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

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

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

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

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

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

Duly adopted this 2 day of May, 2024

Round Lake

Township Board of Supervisors

Becker County, Minnesota

Attest: Jerry Wettels (Chairman)

David Christensen

[Signature]

State of Minnesota)

) ss

County of Becker)

I, the undersigned being the duly appointed and qualified Clerk of Round Lake Township for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the township Board of Supervisors at a meeting held May 2 2024, as recorded in the record of proceedings.

Darlene Wettels

Clerk of Round Lake Township

Riceville Township Board of Supervisors

RESOLUTION #: 07-24-1A

Riceville Township OPPOSITION TO

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

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

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

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

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

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

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

Duly adopted this 19th day of July, 2024

Riceville Township Board of Supervisors

Becker County, Minnesota

Attest: Jerred Jirava (Chairman)

Jerred Jirava

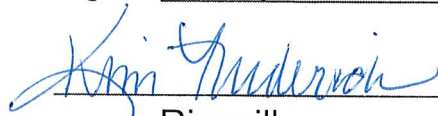
Kim Frederick - clerk

State of Minnesota)

) ss

County of Becker)

I, the undersigned being the duly appointed and qualified Clerk of Riceville Township for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the township Board of Supervisors at a meeting held July 19, 2024, as recorded in the record of proceedings.


Clerk of Riceville Township

PROPOSED WHITE EARTH STATE FOREST LAND TRANSFER

18 March 2024

At the 2024 annual meeting of Forest Township, Becker County, Minnesota the attendees passed a unanimous motion to protest Minnesota legislative bills that have been proposed in the House “Environment and Natural Resources Finance and Policy Committee” - HF3783 & HF4304 **AND** in the Senate Environment, Climate, and Legacy Committee - SF3480 & SF3557. It is our understanding that the bills have not been carefully drafted, do not adequately address the real issues, and will unnecessarily result in additional land problems. For these reasons, the bills should be tabled in committee for the remainder of the legislative session.

Forest Township was organized forty five years ago and one of its primary objectives was to preserve the quality of life here. The proposed legislation will put our future at risk. We want you to table the proposed legislation until the public has been fully informed of its impacts and, if the legislation is continued in the future, that it be fair to all parties involved.

In particular our issues with the legislation, as currently proposed, is that it would needlessly create hardship:

1. Most of the property owners in Forest Township access their properties across tax-forfeit land that may be sold or through MN State Lands which would be transferred to the tribe. This would create right-of-way issues that need to be addressed through permanent easements before sale or transfer to the White Earth Band of the Minnesota Chippewa Tribe.
2. Forest Township property owners have contributed financially to the extensive Aquatic Management Areas on Bad Medicine Lake which were acquired by the Bad Medicine Lake Area Foundation through financial contributions by property owners, other concerned parties, and grants and given to the MN Department of Natural Resources to protect sensitive shoreline. We do not want our contributions to be given away.
3. People within Forest Township have used the proposed transfer lands for recreational purposes [for example - hunting, fishing, snowmobiling, ATV use, and hiking] for generations. The North Country National Scenic Trail is an example, as it crosses proposed transfer lands. Any transfer or sale of land to the tribe must ensure protection for those activities prior to any transfer.
4. Loss of PILT [Payment in Lieu of Taxes] money which comes from the MN State Lands and tax-forfeit lands from the state instead of taxes. PILT payments amounted to more than 18% of Forest Township’s levy in 2023. Our taxes would have to increase to compensate for the loss.

Other issues:

- Transfer or sale of land to the White Earth Tribe likely will likely have implications for the tax status of the land and other factors. Tribal land held in trust by the Federal govt can not be taxed by counties or townships. Trust status for land generally involves action by US Congress. Until the transferred or sold land is accepted by Congress as “trust-status,” it

may be subject to taxes by Becker County or Forest Twp levy. There may also be legal questions regarding the impact of Becker County and Forest Townships zoning ordinances for the tribe.

- Concurrent with the proposed land transfer legislation, the White Earth Tribe is asserting management control over resources within the reservation boundaries. Currently those management issues appear to be focused on agricultural activities (irrigation and pesticide uses), but may extend to other resources in the future.
- Currently there is a dispute between MN and the tribe regarding White Earth Reservation boundaries. Following allotment legislation for White Earth in the late 19th century the four NE townships above Forest Township were ceded by the tribe for sale of land and timber as the Federal govt deemed those lands were surplus to allotment needs. MN state maps exclude the four townships from the reservation, Federal maps include them. Jurisdictional issues are affected.

It is Forest Township's position that the four bills under consideration by the state legislature be tabled until the issues above are fully resolved and that any land transfers of MN State Land or sales of tax-forfeit land to the White Earth Tribe require permanent legal access for affected property owners (and for emergency responders) prior to transfer or sale. Further, that any such transfers or sales would require permanent access for recreational use by non-tribal members.

Thank you for your consideration.

Sincerely,

Tim E Holzkamm, Chair - Forest Township Supervisors

Barbara Christianson - Forest Township Supervisor

Lynn Lindow - Forest Township Supervisor

cc: House Committee: Environment and Natural Resources Finance and Policy
Administrator: Peter Strohmeier
Chair: Rick Hansen
Matt Bliss Leigh Finke
Jeff Brand Peter Fischer
John Burkel Dawn Gillman
Heather Edelson Steven Jacob
Fue Lee Dave Lislegard
Kristi Pursell Roger Skraba
Samantha Van
Senate Committee: Environment, Climate and Legacy

BECKER COUNTY BOARD OF COMMISSIONERS

Resolution 11-24-1G

**COMMENCE THE PRETRIAL SUPERVISION PROGRAM IN BECKER COUNTY
PROCLAMATION**

WHEREAS, the Becker County Board of Commissioners is dedicated to promoting public safety, fostering judicial fairness, and improving outcomes within the justice system; and

WHEREAS, pretrial supervision is a program designed to enhance community safety and accountability by providing support and structured supervision to individuals awaiting trial, helping ensure compliance with court-ordered conditions and appearances; and

WHEREAS, pretrial supervision serves to alleviate unnecessary pretrial incarceration, reducing strain on the local detention system and allowing individuals to maintain community ties, employment, and family responsibilities; and

WHEREAS, evidence-based pretrial supervision has been shown to reduce recidivism, increase court appearance rates, and support successful reintegration into the community; and

WHEREAS, the Becker County Board of Commissioners is committed to upholding the principles of justice, equity, and community well-being through initiatives that responsibly address the unique needs of individuals involved in the criminal justice system; and

WHEREAS, commencing a pretrial supervision program aligns with Becker County's mission to use innovative, effective, and fiscally responsible approaches to enhance community safety and provide opportunities for individuals awaiting trial to succeed;

THEREFORE, BE IT RESOLVED the Becker County Board of Commissioners hereby proclaims its support for the start of pretrial supervision in Becker County, commencing on November 1st, 2024, and encourages all stakeholders, community members, and justice partners to support and participate in this initiative.

Duly adopted this 5th day of November, 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 Interim County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held November 5, 2024, as recorded in the record of proceedings.

Carrie Smith
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 11-24-1B

Operation Green Light For Veterans

WHEREAS, the residents of Becker County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Becker County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, the Becker County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted; therefore be it

RESOLVED, with designation as a Green Light for Veterans County, Becker County hereby declares from October through Veterans Day, November 11th 2024 a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service; therefore, be it further

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, in observance of Operation Green Light, encourages the citizens of Becker County in a patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 4th through the 11th, 2024.

Duly adopted this 5th day of November, 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 November 5, 2024, as recorded in the record of proceedings.

Carrie Smith
County Administrator

AGREEMENT

BETWEEN

COUNTY OF BECKER



AND

LAW ENFORCEMENT LABOR
SERVICES, INC



Law Enforcement
Labor Services, Inc.

Representing:

Becker County Essential Administrators
(LOCAL #565)

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

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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., Local 565 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' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes Law Enforcement Labor Services, Inc. as the exclusive representative under Minnesota Statutes, Section 179A.03, Subd. 14, for the following employees:

All employees within the job classifications of Deputy-Lieutenant and Jail Administrator, employed by Becker County, Detroit Lakes, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory employees within the meaning of Minn. Stat. 179A.03, subd. 17, confidential employees within the meaning of Minn. Stat. 179A.03, subd. 4, and all other employees.

ARTICLE 3. DEFINITIONS

- 3.1 Union: Law Enforcement Labor Services, Inc., Local 565.
- 3.2 Union Member: A member of Law Enforcement Labor Services, Inc., Local 565.
- 3.3 Employee: An employee whose classification is within 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., Local 565.
- 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: An employee who has completed the required probationary period for newly hired, promoted, or rehired employees.

ARTICLE 4. EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, no Union stewards or officers, or employee, covered by this Agreement, will cause, encourage, participate in or support any strike, slow down, mass absenteeism, mass resignation, or other interruption of or interference with the normal functions of the Employer. In the event that an employee violates this Article, the Union, including officers and stewards, 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 be 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 functions and programs; to set and amend budgets; 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.

ARTICLE 6. UNION SECURITY

- 6.1 The Employer shall deduct from 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 Law Enforcement Labor Services, Inc.
- 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 shall not post notices anywhere else within the Employer's facilities. It is specifically understood that no notices of a political or inflammatory nature shall be posted on the bulletin board.
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of Article 6.1.

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: It is 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:
- STEP 1. 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 grievance 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 supervisor's final answer in Step I. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.
- 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 of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Sheriff's or the Sheriff's designee final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.
- STEP 3. A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. Except as noted below, the selection 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.
- For written disciplinary action, discharge, or termination of an employee whose employment requires a POST license, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892.
- 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 decide 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 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 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 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.

7.6 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.

7.7 CHOICE OF REMEDY

If, as a result of the written Employer response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of Article 7 or a procedure such as: Civil Service or Veteran's Preference. If appealed to any procedure other than Step 3 of Article 7, the grievance is not subject to the arbitration procedure as provided in Step 3 of Article 7. The aggrieved employee shall indicate in writing which procedure is to be utilized and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 3 of Article 7.

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 to be contrary to law by a court of competent jurisdiction from whose final judgment 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 the total length of continuous service with 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 determine 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 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 date mutually acceptable 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 for a new employee shall be one (1) year and the initial probationary period for a promoted employee shall be six (6) months. During the probationary period, a newly hired, rehired or promoted employee may be discharged at the sole discretion of the Employer.

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 an employee's personnel file shall be read and acknowledged as received 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 the direct supervision of the Employer.
- 10.5 If an employee is 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.
- 10.6 Grievances relating to this suspension or discharge may be initiated by the Union in Step 2 of the Grievance Procedure under Article 7.

ARTICLE 11. OVERTIME

- 11.1 Employees will be compensated at one and one-half (1 1/2) times the employee's base rate for hours worked in excess of the employee's regularly scheduled shift with the approval of the Sheriff and/or designee. When employees 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 18, shall be paid at double times the employee's regular base pay if not regularly scheduled shift.
- 11.4 Mandatory training and mandatory meetings that fall outside of an employee's regularly scheduled shift shall be compensated at one and one-half (1 1/2) times the employee's regular base rate. Non-mandatory approved training and meetings shall be compensated at the employee's regular base pay rate.
- 11.5 Compensation for overtime 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 of 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 employees scheduled time off for Becker County Court business and with the approval of the Sheriff or designee shall receive a minimum of two-(2) hours pay at one and one-half (1-1/2) times the employee's regular base pay rate. In addition, an employee who uses his/her own personal car shall receive a travel allowance.

ARTICLE 13. CALL BACK TIME

An employee who is called to duty during the employee's scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) 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) 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 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.

- 15.2 Effective January 1, 2024, the annual County contribution will increase based on a ~~50/50~~75/25 split between the Employer and employee based on the single HSA compatible plan premium. The County contribution will be calculated by taking 50% of the single HSA 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 fewer County employees, the plan will not be offered 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.) This provision does not waive the Employer's statutory obligation to negotiate prior to the aggregate value being reduced.

- 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 their 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 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 this Article necessary to comply with and/or avoid penalties under the Affordable Care Act.

ARTICLE 16. VACATIONS

16.1 All employees of the Department whose vacation earned under a prior agreement or County policy exceeds vacation benefits provided by this agreement shall receive the greater vacation until such time as the benefits under the prior agreement equal the benefits provided under this agreement at which time the employee shall earn all vacation thereafter as provided by the terms of this agreement.

16.2 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 4 4 years	120 hours
Beginning 4 through 9 years Beginning 5 through 9 years	144 hours 144 hours
Beginning 12-10 through 18 years	160-168 hours
Beginning 19 plus years	192 hours

Vacation shall be accrued based on the bi-weekly payroll system.

16.3 Vacations may be accumulated to a maximum of 224 hours.

16.4 All vacation leave shall be scheduled with the Employer.

ARTICLE 17. UNIFORMS

17.1 Effective January 1, 2024, each sworn employee shall receive ~~eight~~ nine hundred dollars (~~\$800~~900.00) for clothing and maintenance allowance. All other employees shall receive five hundred forty (\$540.00). This will be paid by the second pay period of January.

County will pay the costs of uniform and equipment for newly hired employees.

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. HOLIDAY LUMP SUM PAYMENT

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

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

Employees scheduled to work on any of the above holidays shall be paid at a rate of one and one half (1.5) times the Employee's regular rate of pay.

- 18.2 Employees who leave prior to the end of the calendar year, or who are hired or promoted after January 1, shall receive a pro-rated Holiday Lump Sum Payment in accordance with the holidays that have occurred during the relevant time period.

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.

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.

ARTICLE 21. SICK LEAVE

- 21.1 Employees shall be entitled to eight (8) hours 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. After the maximum of nine hundred sixty (960) hours have 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 into the County wide catastrophic leave bank per policy.
- 21.2 Earned sick leave may be used for absences from work necessitated by the following circumstances:
- 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 under Article 23.
- D. Because of doctor's visits required by employee, employee's spouse, children, 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.
- F. Because of absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. Sick leave under this paragraph is limited to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.

~~21.2-1 ESST. The first 48 hours of accrued sick leave each year shall carry the designation of ESST and may be used, at the employee's discretion, for the persons and purposes and under the conditions set forth in Minnesota Statutes 181.9445-181.9448 and County policy. The maximum accumulation of ESST designated sick leave hours is eighty (80) hours at any time.~~

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- 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 a period not to exceed four hundred and eighty (480) working hours. Beyond four hundred and eighty (480) working hours, the difference will be charged to the employee's sick leave account, including ESST, 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 that 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 this Article shall be just cause for disciplinary action as provided in Article 10 (DISCIPLINE).

ARTICLE 22. MATERNITY/ADOPTION LEAVE

An unpaid maternity or adoption leave of absence must be granted to a natural parent or adoptive parent who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee and shall continue for up to three (3) months, provided, however, that such leave may be extended up to a maximum of one (1) year by mutual consent of the Employer and the employee. The Employer's policy for unpaid maternity or adoption leave shall be consistently and uniformly applied among employees in similar circumstances.

ARTICLE 23. BEREAVEMENT POLICY

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, domestic partner, children, stepchildren, parent, legal guardian, stepparent, brother/sister, stepbrother/sister, mother/father-in-law, brother/sister-in-law, aunt/uncle grandparents, and grandchildren. Absence will be allowed not exceeding three (3) working days. Up to an additional sixteen (16) hours of sick leave may be granted with the approval of the department head. One day of sick leave may be used for the death of a 1st cousin.

ARTICLE 24. WAGES

- 23.1 During the term of this Agreement, employees shall be paid in accordance with Appendix A which is attached here to and incorporated herein.
- 23.2 Payday shall be bi-weekly.
- 23.3 Each employee who works between 6:00 p.m. and 6:00 a.m. shall receive, in addition to the regular compensation provided herein, said shift differential of one dollar ~~fifty cents (\$1.00)~~ ~~per hour. Said shift differential to increase to one dollar twenty five cents (\$1.25) per hour effective January 1, 2018.~~
- 23.4 Each licensed peace officer will be reimbursed for the cost of their three (3) year POST License.

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ARTICLE 25. LONGEVITY

- 24.1 Employee's hired before April 1, 2018, shall receive, in addition to the 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% |
- 24.1 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:
- Upon completion of 15 years 3%*

ARTICLE 26. SEVERANCE PAY

Employees hired prior to January I, 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 (including any unused ESST) as severance pay, however, said severance pay shall not include any banked sick leave hours.

All employees hired on or after January 1, 2014, will be subject to the following Severance Pay:

Years of Service	Percent of Sick Leave
5 yrs.	40%
10 yrs.	50%
15 yrs.	60%
20 yrs.	70%

ARTICLE 27. MILEAGE

Employees required to furnish cars for purposes 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 is incurred. This is paid only when County cars are not available. In the event that there isn't an available County car, the employee shall be paid at the rate established by the County Board of Commissioners.

ARTICLE 28. POST EMPLOYMENT HEALTH CARE SAVINGS PLAN MN STATE RETIREMENT SYSTEM (M.S.R.S.)

Employees to contribute two percent (2%) of gross wages and severance pay (per Article 24 to M.S.R.S. Post-Employment Health Insurance Savings Plan).

ARTICLE 29. DURATION

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

Dated: _____
Union Steward

Dated: _____
Union Steward

Dated: _____
Union Business Agent

Dated: _____
Becker County Board Chair / Vice Chair

Dated: _____

Becker County Administrator

APPENDIX A

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Becker County Fleet New Vehicle Price Comparison



Dealership	Make	Model	MSRP	State Sales Tax	Estimated Cost
Nereson's	Chevrolet	Malibu LS	\$27,245	\$1,873.09	\$29,118.09
Nereson's	Chevrolet	Equinox LT	\$34,275	\$2,356.41	\$36,631.41
R & G Subaru	Subaru	Legacy Premium	\$30,216	\$2,077.35	\$32,293.35
Weber	Ford	Escape ST	\$32,817	\$2,256.17	\$35,073.17

Fleet Vehicles To Be Replaced

Fleet #	Year	Make	Model	Mileage	KBB Trade Value*
2207	2010	Dodge	Grand Caravan	156,042	\$2,600
2202	2015	Chevy	Equinox	166,019	\$2,200
8002	2014	Ford	Taurus	137,135	\$3,657
8000	2015	Ford	Explorer	137,718	\$4,400



NEW 2025 CHEVROLET EQUINOX LT ALL WHEEL DRIVE SUV
VIN: 3GNAXPEGXSL142111 STOCK: 231429


 (https://
2025-che
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MSRP \$34,275(https://www.neresonautomotive.com/inventory/new-2025-chevrolet-equinox-lt-all-wheel-drive-suv-3gnaxpegxsl142111/)

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and ready to help.

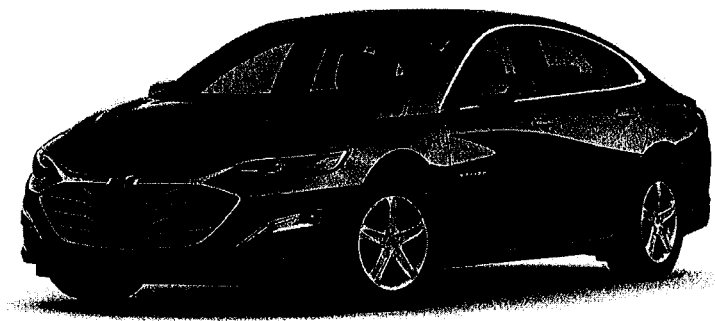


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(9) Photos

NEW 2025 CHEVROLET MALIBU LS FRONT WHEEL DRIVE SEDAN

VIN: 1G1ZB5ST6SF103258 STOCK: 231492

[https://\n2025-ch\n1g1zb5s](https://www.neresonautomotive.com/inventory/new-2025-chevrolet-malibu-ls-front-wheel-drive-sedan-1g1zb5st6sf103258/)

MSRP \$27,245(<https://www.neresonautomotive.com/inventory/new-2025-chevrolet-malibu-ls-front-wheel-drive-sedan-1g1zb5st6sf103258/>)

90 Day Payment Deferral for Well-
Qualified Buyers When Financed w/
GM Financial (Average Example APR 1.9% for 36 months(<https://www.neresonautomotive.com/inventory/new-2025-chevrolet-malibu-ls-front-wheel-drive-sedan-1g1zb5st6sf103258/>)
5.9% for Qualified Buyers)

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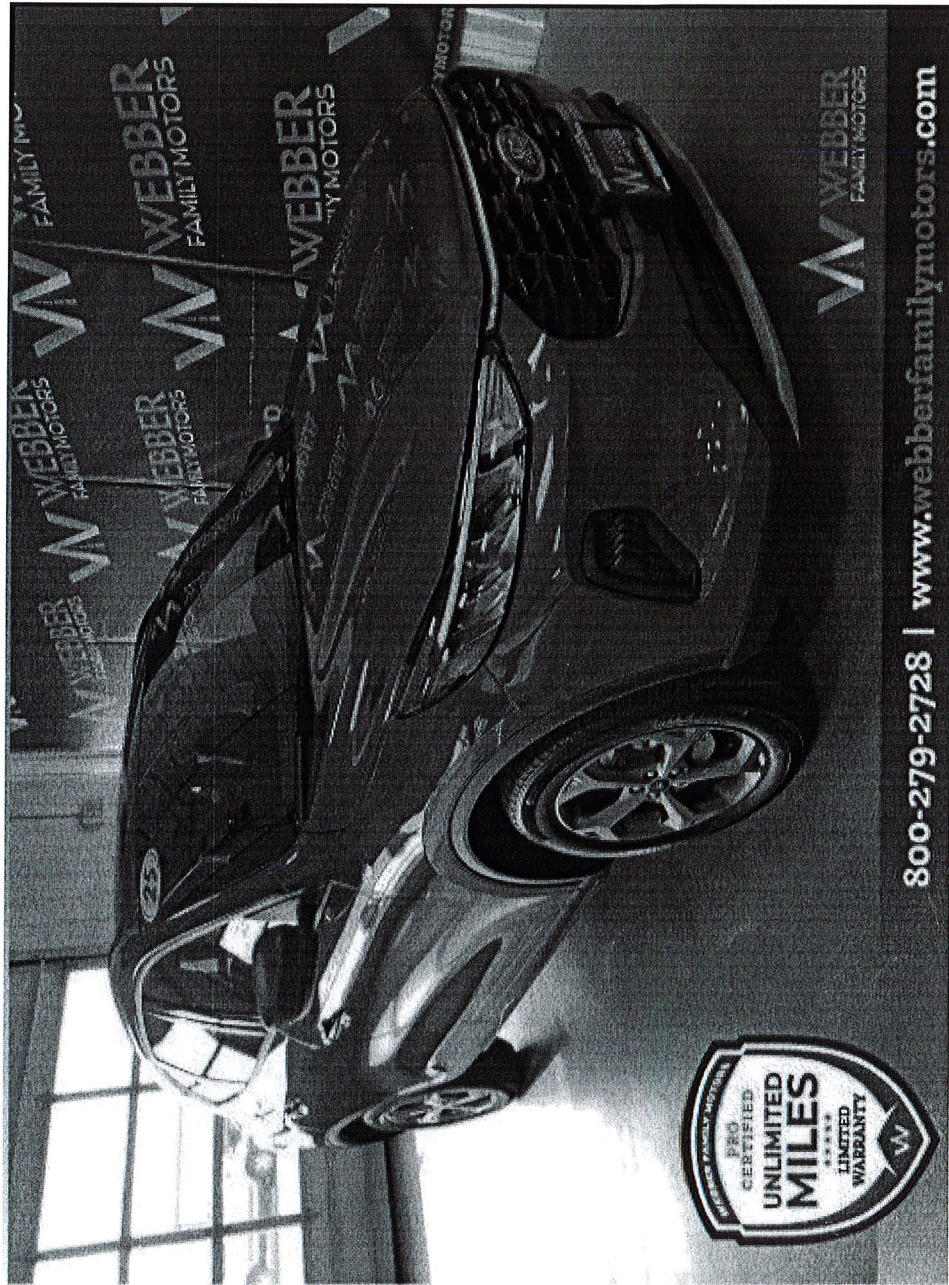
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Ford Escape



800-279-2728 | www.webberfamilymotors.com



Search Inventory

New 2025 Ford
Escape ST-Line
for Sale/Lease in Detroit Lakes, MN

[Track Price](#) [Save](#)

MSRP	\$34,060
Webber Discount	-\$1,243
Webber Price	\$32,817
Webber Price Detailed Pricing	\$32,817
We're here to help (888) 461-7192	

Exterior Color

☐ Rapid Red Metallic
Tinted Clearcoat

Interior Color

☐ Ebony

Body/Seating

SUV/5 seats

Drivetrain

All-Wheel Drive

Engine

I-3 cyl

VIN

1FMCU9MN8SUA03246

Stock Number



Subaru Legacy

New 2025 Subaru

Legacy Premium

for Sale/Lease in Detroit Lakes, MN

MSRP **\$30,216**
Internet Price **Please Call**

MSRP **\$30,216**
Detailed Pricing

Personalize Payment
Apply for Financing

We're here to help
218-521-9813

Build your Subaru and love it even more.

Can't find the Subaru you're looking for on our website? Build your Subaru here and we can help you find it.

Build and Price



Exterior Color

☐ Crystal White Pearl

Interior Color

☐ Black

Body/Seating

Sedan/5 seats

Fuel Economy

27/35 MPG City/Hwy

[Details](#)

Transmission

continuously variable

automatic

Drivetrain

All-Wheel Drive

Engine

H-4 cyl

VIN

4S3BWAD62S3009604

Stock Number

S3009604



(https://crrecommendedmark.org/Mark?id=TMTHJKKF&type=digital_retail&lang=en)

Highlighted Features

- 🚗 Lane departure
- 🌡️ Automatic temperature control

BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION 11-24-1K
PURCHASE OF FLEET VEHICLES AND SALE OF FLEET VEHICLES

WHEREAS, Becker County has a need to replace fleet vehicles that have high miles and have mechanical problems; and

WHEREAS, Becker County has a balance in the Local Assistance and Tribal Consistency Fund of \$165,515.18 that can be used for this purpose; and

WHEREAS, Becker County can purchase 4 vehicles from local dealerships; and

WHEREAS, Becker County will sell a 2010 Dodge Caravan, a 2015 Chevy Equinox, a 2014 Ford Taurus, and a 2015 Ford Explorer which the proceeds from this sale can be used towards the purchase of new fleet vehicles; and

NOW THEREFORE BE IT RESOLVED That the Board of County Commissioners of Becker County, Minnesota, authorizes the County Fleet Manager to sell the 4 vehicles and replace them with new vehicles up to the amount of \$165,515.18.

Duly adopted this 5th day of November, 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 November 5, 2024, as recorded in the record of proceedings.

Carrie Smith
County Administrator

PROMISSORY NOTE

BORROWER'S NAME

Detroit Lakes/Becker County Airport Commission
1025 Roosevelt Avenue
Detroit Lakes, MN 56501

LENDER'S NAME

Becker County
915 Lake Avenue
Detroit Lakes, MN 56501

"I" or Airport Commission means the Borrower

"You" or Public Utilities means the
Lender, its successors and assigns

Date: November 5, 2024

Loan Amount: The principal sum of all advances made by the Lender to the Borrower pursuant to the Loan contemplated not to exceed the principal sum of Six Hundred and Fifty Thousand Dollars (\$650,000).

Interest Rate: Five- and One-Half Percent (5.5%) per annum from and after the date of the first of each principal advance until fully paid.

Loan Term: On demand, or at the election of Becker County, no more than Ten (10) years from and after the date of the first principal advance, at which time the entire principal balance and all accrued interest is due and payable in full.

Payment: Contingent upon full performance by Borrower of the Loan Agreement. In addition to the principal installment paid, interest accrued on the Loan to the date of each such installment payment shall be paid by Borrower to in equal monthly installments beginning _____, 2024.

Security: None.

FOR CONSIDERATION RECEIVED, I PROMISE to pay to you, or your order, the PRINCIPAL sum of all advances made by the Lender to the Borrower pursuant to the Loan authorized by Resolution of the Lender County of Becker dated November 5, 2024 and accepted by Resolution of the Borrower Detroit Lakes/Becker County Airport Commission dated November 5,, 2024, not to exceed the principal sum of Six Hundred and Fifty Thousand Dollars (\$650,000.00).

PURPOSE: The purpose of this loan is described in Resolution of the Lender Becker County dated November 5, 2024, to finance the cost of constructing two new six-unit T-hangars at the Detroit Lakes/Becker County Airport. All funds advanced shall be used exclusively for that purpose.

INTEREST: I agree to pay interest (calculated on a daily basis) on the principal balance(s) owing from time to time as stated below at the simple rate of five and one-half percent (5.5%).

PAYMENTS: I agree to pay this note as follows:

Installments: I agree to pay the principal balance of Six Hundred and Fifty Thousand and

00/100 dollars (\$650,000.00) and the interest due on the Note in equal monthly payments beginning on the _____ day of _____ 2024, and the 1st day of each succeeding month until _____, 2034, when the remaining principal balance and accrued interest thereon, if not paid sooner, shall be due and payable in full. The first payment will be in the amount of \$7,054.21 and each successive payment will be in the amount of \$7,054.21 until the remaining principal balance and accrued interest becomes due and payable in full on _____, 2034.

ADDITIONAL TERMS: This promissory note is also subject to the additional terms and conditions set forth hereafter which are hereby made a part hereof.

1. This Promissory note is unsecured.
2. Applicable Law: The law of the State of Minnesota will govern the Note. Any terms of this Note which is contrary to applicable law will not be effective, unless the law permits you and I to agree to such a variation.
3. Set-off: You have the right to set-off any amount I owe you under this note against any right I have to receive money from you. If my right to receive money from you is owned by someone else not paying this Note, your set-off can only reach funds I could have reached with my own request or endorsement. Your right to set-off does not extend to accounts where my rights are only as a fiduciary. Your right to set-off applies without your first telling me you are going to use it.
4. Default: I will be in default if any one or more of the following occur:
 - a. I fail to make a payment on time or in the amount due;
 - b. I fail to keep any other promise I have made in connection with this loan;
 - c. I fail to pay, or keep any other promise, on any other loan or agreement I have with you;
 - d. The corporate existence of borrower is terminated or dissolved;
 - e. I go into bankruptcy, whether by my own choice or not;
 - f. I fail to keep workers compensation insurance in full force and effect.
5. Remedies: If I am in default of this Note, you have the following remedies:
 - a. You may demand immediate payment of all I owe you under this Note;
 - b. You may set-off this debt against any right I have to the payment of money from you;
 - c. You may make use of any remedy you have under State or Federal Law;
 - d. You may remedy the default and add to the principal amount of the outstanding balance of this promissory note, and/or collect from me upon your demand all of your costs and expenses in so doing;
 - e. By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By deciding to use any remedy should I default, you do not waive your right to later consider the event a default if it happens again.
6. Waiver: I give up my rights to require you to do certain things. I will not require you to:
 - a. Demand payment of amounts due (presentment);

- b. Obtain official certification of nonpayment (protest); or
 - c. Give notice that amounts due have not been paid (notice of dishonor).
7. Fees: I agree to pay attorney's fees plus all costs of collection including but not limited to court costs (except where prohibited by law).
 8. Extending new credit or renewing this Note will not affect my duty to pay this Note.
 9. Financial Statements: I agree to provide you, upon request, any financial statements or information you may deem necessary. I warrant that all financial statements and information that I provide to you are or will be accurate, correct, and complete.
 10. The undersigned do represent that they execute this agreement on behalf of the Borrower with full authority of the Board of Commissioners of Borrower, and with the right to bind Borrower, to this agreement.
 11. Assignment: I agree that you may assign this Note under such terms and conditions as you deem acceptable and that such assignment shall not affect any of the Borrower's obligations under this Note, nor any of the Borrower's or Debtor's obligations set forth in any of the companion agreements given by the undersigned in connection with the loan evidenced by this Note.

SIGNATURES: I hereby agree to all of the terms and conditions of this Note consisting of three (3) pages numbered 1 to 3, which are hereinabove set forth. I hereby acknowledge receipt of a copy of this Promissory Note on the date hereof.

Detroit Lakes – Becker County Airport Commission

Carrie Smith, County Administrator

Mark Hagen, Airport Commission Chairman

STATE OF MINNESOTA)
) ss
COUNTY OF BECKER)

The foregoing instrument was acknowledged before me this _____ day of _____ 2024, by Carrie Smith and Mark Hagen on behalf of the Detroit Lakes – Becker County Airport Commission.

NOTARY STAMP

Notary Public
My commission expires:



Loan Amortization Schedule

Enter Values

Loan amount	\$650,000.00
Annual interest rate	5.50%
Loan period in years	10
Number of payments per year	12
Start date of loan	12/1/2024

Optional extra payments

\$0.00

Loan Summary

Scheduled payment	\$7,054.21
Scheduled number of payments	120
Actual number of payments	120
Total early payments	\$0.00
Total interest	\$196,504.97

Lender name

Becker County

Payment Number	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	12/1/2024	\$650,000.00	\$7,054.21	\$0.00	\$7,054.21	\$4,075.04	\$2,979.17	\$645,924.96	\$2,979.17
2	1/1/2025	\$645,924.96	\$7,054.21	\$0.00	\$7,054.21	\$4,093.72	\$2,960.49	\$641,831.24	\$5,939.66
3	2/1/2025	\$641,831.24	\$7,054.21	\$0.00	\$7,054.21	\$4,112.48	\$2,941.73	\$637,718.76	\$8,881.38
4	3/1/2025	\$637,718.76	\$7,054.21	\$0.00	\$7,054.21	\$4,131.33	\$2,922.88	\$633,587.43	\$11,804.26
5	4/1/2025	\$633,587.43	\$7,054.21	\$0.00	\$7,054.21	\$4,150.27	\$2,903.94	\$629,437.16	\$14,708.20
6	5/1/2025	\$629,437.16	\$7,054.21	\$0.00	\$7,054.21	\$4,169.29	\$2,884.92	\$625,267.87	\$17,593.12
7	6/1/2025	\$625,267.87	\$7,054.21	\$0.00	\$7,054.21	\$4,188.40	\$2,865.81	\$621,079.48	\$20,458.93
8	7/1/2025	\$621,079.48	\$7,054.21	\$0.00	\$7,054.21	\$4,207.59	\$2,846.61	\$616,871.88	\$23,305.55
9	8/1/2025	\$616,871.88	\$7,054.21	\$0.00	\$7,054.21	\$4,226.88	\$2,827.33	\$612,645.01	\$26,132.88
10	9/1/2025	\$612,645.01	\$7,054.21	\$0.00	\$7,054.21	\$4,246.25	\$2,807.96	\$608,398.75	\$28,940.83
11	10/1/2025	\$608,398.75	\$7,054.21	\$0.00	\$7,054.21	\$4,265.71	\$2,788.49	\$604,133.04	\$31,729.33
12	11/1/2025	\$604,133.04	\$7,054.21	\$0.00	\$7,054.21	\$4,285.26	\$2,768.94	\$599,847.77	\$34,498.27
13	12/1/2025	\$599,847.77	\$7,054.21	\$0.00	\$7,054.21	\$4,304.91	\$2,749.30	\$595,542.87	\$37,247.57

Payment Number	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
14	1/1/2026	\$595,542.87	\$7,054.21	\$0.00	\$7,054.21	\$4,324.64	\$2,729.57	\$591,218.23	\$39,977.15
15	2/1/2026	\$591,218.23	\$7,054.21	\$0.00	\$7,054.21	\$4,344.46	\$2,709.75	\$586,873.77	\$42,686.90
16	3/1/2026	\$586,873.77	\$7,054.21	\$0.00	\$7,054.21	\$4,364.37	\$2,689.84	\$582,509.40	\$45,376.73
17	4/1/2026	\$582,509.40	\$7,054.21	\$0.00	\$7,054.21	\$4,384.37	\$2,669.83	\$578,125.03	\$48,046.57
18	5/1/2026	\$578,125.03	\$7,054.21	\$0.00	\$7,054.21	\$4,404.47	\$2,649.74	\$573,720.56	\$50,696.31
19	6/1/2026	\$573,720.56	\$7,054.21	\$0.00	\$7,054.21	\$4,424.66	\$2,629.55	\$569,295.91	\$53,325.86
20	7/1/2026	\$569,295.91	\$7,054.21	\$0.00	\$7,054.21	\$4,444.94	\$2,609.27	\$564,850.97	\$55,935.13
21	8/1/2026	\$564,850.97	\$7,054.21	\$0.00	\$7,054.21	\$4,465.31	\$2,588.90	\$560,385.66	\$58,524.03
22	9/1/2026	\$560,385.66	\$7,054.21	\$0.00	\$7,054.21	\$4,485.77	\$2,568.43	\$555,899.89	\$61,092.47
23	10/1/2026	\$555,899.89	\$7,054.21	\$0.00	\$7,054.21	\$4,506.33	\$2,547.87	\$551,393.56	\$63,640.34
24	11/1/2026	\$551,393.56	\$7,054.21	\$0.00	\$7,054.21	\$4,526.99	\$2,527.22	\$546,866.57	\$66,167.56
25	12/1/2026	\$546,866.57	\$7,054.21	\$0.00	\$7,054.21	\$4,547.74	\$2,506.47	\$542,318.83	\$68,674.03
26	1/1/2027	\$542,318.83	\$7,054.21	\$0.00	\$7,054.21	\$4,568.58	\$2,485.63	\$537,750.25	\$71,159.66
27	2/1/2027	\$537,750.25	\$7,054.21	\$0.00	\$7,054.21	\$4,589.52	\$2,464.69	\$533,160.73	\$73,624.35
28	3/1/2027	\$533,160.73	\$7,054.21	\$0.00	\$7,054.21	\$4,610.55	\$2,443.65	\$528,550.18	\$76,068.00
29	4/1/2027	\$528,550.18	\$7,054.21	\$0.00	\$7,054.21	\$4,631.69	\$2,422.52	\$523,918.49	\$78,490.53
30	5/1/2027	\$523,918.49	\$7,054.21	\$0.00	\$7,054.21	\$4,652.91	\$2,401.29	\$519,265.58	\$80,891.82
31	6/1/2027	\$519,265.58	\$7,054.21	\$0.00	\$7,054.21	\$4,674.24	\$2,379.97	\$514,591.34	\$83,271.79
32	7/1/2027	\$514,591.34	\$7,054.21	\$0.00	\$7,054.21	\$4,695.66	\$2,358.54	\$509,895.67	\$85,630.33
33	8/1/2027	\$509,895.67	\$7,054.21	\$0.00	\$7,054.21	\$4,717.19	\$2,337.02	\$505,178.49	\$87,967.35
34	9/1/2027	\$505,178.49	\$7,054.21	\$0.00	\$7,054.21	\$4,738.81	\$2,315.40	\$500,439.68	\$90,282.75
35	10/1/2027	\$500,439.68	\$7,054.21	\$0.00	\$7,054.21	\$4,760.53	\$2,293.68	\$495,679.15	\$92,576.44
36	11/1/2027	\$495,679.15	\$7,054.21	\$0.00	\$7,054.21	\$4,782.35	\$2,271.86	\$490,896.81	\$94,848.30
37	12/1/2027	\$490,896.81	\$7,054.21	\$0.00	\$7,054.21	\$4,804.26	\$2,249.94	\$486,092.54	\$97,098.24
38	1/1/2028	\$486,092.54	\$7,054.21	\$0.00	\$7,054.21	\$4,826.28	\$2,227.92	\$481,266.26	\$99,326.17
39	2/1/2028	\$481,266.26	\$7,054.21	\$0.00	\$7,054.21	\$4,848.40	\$2,205.80	\$476,417.86	\$101,531.97
40	3/1/2028	\$476,417.86	\$7,054.21	\$0.00	\$7,054.21	\$4,870.63	\$2,183.58	\$471,547.23	\$103,715.55

Payment Number	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
41	4/1/2028	\$471,547.23	\$7,054.21	\$0.00	\$7,054.21	\$4,892.95	\$2,161.26	\$466,654.28	\$105,876.81
42	5/1/2028	\$466,654.28	\$7,054.21	\$0.00	\$7,054.21	\$4,915.38	\$2,138.83	\$461,738.90	\$108,015.64
43	6/1/2028	\$461,738.90	\$7,054.21	\$0.00	\$7,054.21	\$4,937.90	\$2,116.30	\$456,801.00	\$110,131.95
44	7/1/2028	\$456,801.00	\$7,054.21	\$0.00	\$7,054.21	\$4,960.54	\$2,093.67	\$451,840.46	\$112,225.62
45	8/1/2028	\$451,840.46	\$7,054.21	\$0.00	\$7,054.21	\$4,983.27	\$2,070.94	\$446,857.19	\$114,296.55
46	9/1/2028	\$446,857.19	\$7,054.21	\$0.00	\$7,054.21	\$5,006.11	\$2,048.10	\$441,851.08	\$116,344.65
47	10/1/2028	\$441,851.08	\$7,054.21	\$0.00	\$7,054.21	\$5,029.06	\$2,025.15	\$436,822.02	\$118,369.80
48	11/1/2028	\$436,822.02	\$7,054.21	\$0.00	\$7,054.21	\$5,052.11	\$2,002.10	\$431,769.91	\$120,371.90
49	12/1/2028	\$431,769.91	\$7,054.21	\$0.00	\$7,054.21	\$5,075.26	\$1,978.95	\$426,694.65	\$122,350.84
50	1/1/2029	\$426,694.65	\$7,054.21	\$0.00	\$7,054.21	\$5,098.52	\$1,955.68	\$421,596.12	\$124,306.53
51	2/1/2029	\$421,596.12	\$7,054.21	\$0.00	\$7,054.21	\$5,121.89	\$1,932.32	\$416,474.23	\$126,238.84
52	3/1/2029	\$416,474.23	\$7,054.21	\$0.00	\$7,054.21	\$5,145.37	\$1,908.84	\$411,328.86	\$128,147.68
53	4/1/2029	\$411,328.86	\$7,054.21	\$0.00	\$7,054.21	\$5,168.95	\$1,885.26	\$406,159.91	\$130,032.94
54	5/1/2029	\$406,159.91	\$7,054.21	\$0.00	\$7,054.21	\$5,192.64	\$1,861.57	\$400,967.27	\$131,894.51
55	6/1/2029	\$400,967.27	\$7,054.21	\$0.00	\$7,054.21	\$5,216.44	\$1,837.77	\$395,750.83	\$133,732.27
56	7/1/2029	\$395,750.83	\$7,054.21	\$0.00	\$7,054.21	\$5,240.35	\$1,813.86	\$390,510.48	\$135,546.13
57	8/1/2029	\$390,510.48	\$7,054.21	\$0.00	\$7,054.21	\$5,264.37	\$1,789.84	\$385,246.11	\$137,335.97
58	9/1/2029	\$385,246.11	\$7,054.21	\$0.00	\$7,054.21	\$5,288.50	\$1,765.71	\$379,957.62	\$139,101.68
59	10/1/2029	\$379,957.62	\$7,054.21	\$0.00	\$7,054.21	\$5,312.74	\$1,741.47	\$374,644.88	\$140,843.16
60	11/1/2029	\$374,644.88	\$7,054.21	\$0.00	\$7,054.21	\$5,337.09	\$1,717.12	\$369,307.79	\$142,560.28
61	12/1/2029	\$369,307.79	\$7,054.21	\$0.00	\$7,054.21	\$5,361.55	\$1,692.66	\$363,946.25	\$144,252.94
62	1/1/2030	\$363,946.25	\$7,054.21	\$0.00	\$7,054.21	\$5,386.12	\$1,668.09	\$358,560.13	\$145,921.03
63	2/1/2030	\$358,560.13	\$7,054.21	\$0.00	\$7,054.21	\$5,410.81	\$1,643.40	\$353,149.32	\$147,564.43
64	3/1/2030	\$353,149.32	\$7,054.21	\$0.00	\$7,054.21	\$5,435.61	\$1,618.60	\$347,713.71	\$149,183.03
65	4/1/2030	\$347,713.71	\$7,054.21	\$0.00	\$7,054.21	\$5,460.52	\$1,593.69	\$342,253.19	\$150,776.72
66	5/1/2030	\$342,253.19	\$7,054.21	\$0.00	\$7,054.21	\$5,485.55	\$1,568.66	\$336,767.64	\$152,345.38
67	6/1/2030	\$336,767.64	\$7,054.21	\$0.00	\$7,054.21	\$5,510.69	\$1,543.52	\$331,256.95	\$153,888.89

Payment Number	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
68	7/1/2030	\$331,256.95	\$7,054.21	\$0.00	\$7,054.21	\$5,535.95	\$1,518.26	\$325,721.01	\$155,407.16
69	8/1/2030	\$325,721.01	\$7,054.21	\$0.00	\$7,054.21	\$5,561.32	\$1,492.89	\$320,159.69	\$156,900.04
70	9/1/2030	\$320,159.69	\$7,054.21	\$0.00	\$7,054.21	\$5,586.81	\$1,467.40	\$314,572.88	\$158,367.44
71	10/1/2030	\$314,572.88	\$7,054.21	\$0.00	\$7,054.21	\$5,612.42	\$1,441.79	\$308,960.46	\$159,809.23
72	11/1/2030	\$308,960.46	\$7,054.21	\$0.00	\$7,054.21	\$5,638.14	\$1,416.07	\$303,322.32	\$161,225.30
73	12/1/2030	\$303,322.32	\$7,054.21	\$0.00	\$7,054.21	\$5,663.98	\$1,390.23	\$297,658.34	\$162,615.53
74	1/1/2031	\$297,658.34	\$7,054.21	\$0.00	\$7,054.21	\$5,689.94	\$1,364.27	\$291,968.40	\$163,979.80
75	2/1/2031	\$291,968.40	\$7,054.21	\$0.00	\$7,054.21	\$5,716.02	\$1,338.19	\$286,252.38	\$165,317.99
76	3/1/2031	\$286,252.38	\$7,054.21	\$0.00	\$7,054.21	\$5,742.22	\$1,311.99	\$280,510.16	\$166,629.98
77	4/1/2031	\$280,510.16	\$7,054.21	\$0.00	\$7,054.21	\$5,768.54	\$1,285.67	\$274,741.63	\$167,915.65
78	5/1/2031	\$274,741.63	\$7,054.21	\$0.00	\$7,054.21	\$5,794.98	\$1,259.23	\$268,946.65	\$169,174.88
79	6/1/2031	\$268,946.65	\$7,054.21	\$0.00	\$7,054.21	\$5,821.54	\$1,232.67	\$263,125.12	\$170,407.55
80	7/1/2031	\$263,125.12	\$7,054.21	\$0.00	\$7,054.21	\$5,848.22	\$1,205.99	\$257,276.90	\$171,613.54
81	8/1/2031	\$257,276.90	\$7,054.21	\$0.00	\$7,054.21	\$5,875.02	\$1,179.19	\$251,401.87	\$172,792.73
82	9/1/2031	\$251,401.87	\$7,054.21	\$0.00	\$7,054.21	\$5,901.95	\$1,152.26	\$245,499.93	\$173,944.99
83	10/1/2031	\$245,499.93	\$7,054.21	\$0.00	\$7,054.21	\$5,929.00	\$1,125.21	\$239,570.93	\$175,070.19
84	11/1/2031	\$239,570.93	\$7,054.21	\$0.00	\$7,054.21	\$5,956.17	\$1,098.03	\$233,614.75	\$176,168.23
85	12/1/2031	\$233,614.75	\$7,054.21	\$0.00	\$7,054.21	\$5,983.47	\$1,070.73	\$227,631.28	\$177,238.96
86	1/1/2032	\$227,631.28	\$7,054.21	\$0.00	\$7,054.21	\$6,010.90	\$1,043.31	\$221,620.38	\$178,282.27
87	2/1/2032	\$221,620.38	\$7,054.21	\$0.00	\$7,054.21	\$6,038.45	\$1,015.76	\$215,581.93	\$179,298.03
88	3/1/2032	\$215,581.93	\$7,054.21	\$0.00	\$7,054.21	\$6,066.12	\$988.08	\$209,515.81	\$180,286.12
89	4/1/2032	\$209,515.81	\$7,054.21	\$0.00	\$7,054.21	\$6,093.93	\$960.28	\$203,421.88	\$181,246.40
90	5/1/2032	\$203,421.88	\$7,054.21	\$0.00	\$7,054.21	\$6,121.86	\$932.35	\$197,300.02	\$182,178.75
91	6/1/2032	\$197,300.02	\$7,054.21	\$0.00	\$7,054.21	\$6,149.92	\$904.29	\$191,150.11	\$183,083.04
92	7/1/2032	\$191,150.11	\$7,054.21	\$0.00	\$7,054.21	\$6,178.10	\$876.10	\$184,972.00	\$183,959.14
93	8/1/2032	\$184,972.00	\$7,054.21	\$0.00	\$7,054.21	\$6,206.42	\$847.79	\$178,765.58	\$184,806.93
94	9/1/2032	\$178,765.58	\$7,054.21	\$0.00	\$7,054.21	\$6,234.87	\$819.34	\$172,530.72	\$185,626.27

Payment Number	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
95	10/1/2032	\$172,530.72	\$7,054.21	\$0.00	\$7,054.21	\$6,263.44	\$790.77	\$166,267.27	\$186,417.04
96	11/1/2032	\$166,267.27	\$7,054.21	\$0.00	\$7,054.21	\$6,292.15	\$762.06	\$159,975.12	\$187,179.10
97	12/1/2032	\$159,975.12	\$7,054.21	\$0.00	\$7,054.21	\$6,320.99	\$733.22	\$153,654.14	\$187,912.32
98	1/1/2033	\$153,654.14	\$7,054.21	\$0.00	\$7,054.21	\$6,349.96	\$704.25	\$147,304.18	\$188,616.57
99	2/1/2033	\$147,304.18	\$7,054.21	\$0.00	\$7,054.21	\$6,379.06	\$675.14	\$140,925.11	\$189,291.71
100	3/1/2033	\$140,925.11	\$7,054.21	\$0.00	\$7,054.21	\$6,408.30	\$645.91	\$134,516.81	\$189,937.62
101	4/1/2033	\$134,516.81	\$7,054.21	\$0.00	\$7,054.21	\$6,437.67	\$616.54	\$128,079.14	\$190,554.15
102	5/1/2033	\$128,079.14	\$7,054.21	\$0.00	\$7,054.21	\$6,467.18	\$587.03	\$121,611.96	\$191,141.18
103	6/1/2033	\$121,611.96	\$7,054.21	\$0.00	\$7,054.21	\$6,496.82	\$557.39	\$115,115.14	\$191,698.57
104	7/1/2033	\$115,115.14	\$7,054.21	\$0.00	\$7,054.21	\$6,526.60	\$527.61	\$108,588.54	\$192,226.18
105	8/1/2033	\$108,588.54	\$7,054.21	\$0.00	\$7,054.21	\$6,556.51	\$497.70	\$102,032.03	\$192,723.88
106	9/1/2033	\$102,032.03	\$7,054.21	\$0.00	\$7,054.21	\$6,586.56	\$467.65	\$95,445.47	\$193,191.53
107	10/1/2033	\$95,445.47	\$7,054.21	\$0.00	\$7,054.21	\$6,616.75	\$437.46	\$88,828.72	\$193,628.98
108	11/1/2033	\$88,828.72	\$7,054.21	\$0.00	\$7,054.21	\$6,647.08	\$407.13	\$82,181.64	\$194,036.12
109	12/1/2033	\$82,181.64	\$7,054.21	\$0.00	\$7,054.21	\$6,677.54	\$376.67	\$75,504.10	\$194,412.78
110	1/1/2034	\$75,504.10	\$7,054.21	\$0.00	\$7,054.21	\$6,708.15	\$346.06	\$68,795.95	\$194,758.84
111	2/1/2034	\$68,795.95	\$7,054.21	\$0.00	\$7,054.21	\$6,738.89	\$315.31	\$62,057.06	\$195,074.16
112	3/1/2034	\$62,057.06	\$7,054.21	\$0.00	\$7,054.21	\$6,769.78	\$284.43	\$55,287.28	\$195,358.58
113	4/1/2034	\$55,287.28	\$7,054.21	\$0.00	\$7,054.21	\$6,800.81	\$253.40	\$48,486.47	\$195,611.98
114	5/1/2034	\$48,486.47	\$7,054.21	\$0.00	\$7,054.21	\$6,831.98	\$222.23	\$41,654.49	\$195,834.21
115	6/1/2034	\$41,654.49	\$7,054.21	\$0.00	\$7,054.21	\$6,863.29	\$190.92	\$34,791.20	\$196,025.13
116	7/1/2034	\$34,791.20	\$7,054.21	\$0.00	\$7,054.21	\$6,894.75	\$159.46	\$27,896.45	\$196,184.59
117	8/1/2034	\$27,896.45	\$7,054.21	\$0.00	\$7,054.21	\$6,926.35	\$127.86	\$20,970.11	\$196,312.45
118	9/1/2034	\$20,970.11	\$7,054.21	\$0.00	\$7,054.21	\$6,958.10	\$96.11	\$14,012.01	\$196,408.56
119	10/1/2034	\$14,012.01	\$7,054.21	\$0.00	\$7,054.21	\$6,989.99	\$64.22	\$7,022.02	\$196,472.78
120	11/1/2034	\$7,022.02	\$7,054.21	\$0.00	\$7,022.02	\$6,989.84	\$32.18	\$0.00	\$196,504.97

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 11-24-1C

RESOLUTION AUTHORIZING CAPITAL CONTRIBUTION TO THE DETROIT LAKES – BECKER COUNTY AIRPORT COMMISSION

WHEREAS, City ordinance 440, adopted September 2, 1969 authorized the joint airport agreement between the City of Detroit Lakes and the County of Becker creating the Detroit Lakes – Becker County Airport Commission (hereinafter the “Commission”); and

WHEREAS, an Agreement for the Joint Operation of the Detroit Lake Municipal Airport was entered into on October 1, 1969 between the City of Detroit Lakes and the County of Becker; and

WHEREAS, the joint airport agreement between the City of Detroit Lakes and the County of Becker stipulates that each entity shall pay 50% of the budgeted expenses and that any surplus revenue over the cost of operating the Airport may be transferred by the Commission to the City and County in the same proportion; and

WHEREAS, the joint airport agreement between the City of Detroit Lakes and the County of Becker requires that each entity contribute equally to the capital costs of construction, improvements, and development of the Airport that are not paid for by state and federal contributions; and

WHEREAS, the Commission has constructed two new six-unit T-hangers at a cost of approximately \$1,300,000.00; and

WHEREAS, the Commission, acting by and through the City of Detroit Lakes and County of Becker, will enter into lease agreements with various tenants to occupy space within the new hangars and generate revenue; and

WHEREAS, the City of Detroit Lakes and County of Becker desire to contribute equal amounts towards the cost of constructing the two new six-unit T-hangers. The Commission intends to reimburse the City and County for these contributions with the proceeds from the above-mentioned lease agreements, and has adopted a Resolution approving and authorizing that reimbursement; and

WHEREAS, the above-mentioned lease agreements will provide revenue to the Commission in an amount sufficient to reimburse both the City and County capital contributions over the span of 10 years, including interest at the rate of 5.5% per annum; and

NOW THEREFORE BE IT RESOLVED by the County of Becker as follows:

The Becker County Commission hereby approves a capital contribution in the amount of \$650,000.00, for one half of the capital improvement cost of the two new six-unit T-hangers constructed by the Detroit Lakes – Becker County Airport Commission and owned by the City of Detroit Lakes and County of Becker.

Duly adopted this 5th day of November, 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 Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held November 5, 2024, as recorded in the record of proceedings.

Carrie Smith
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 11-24-1D

Support for Clay County Psychiatric Residential Treatment Facility (PRTF)

WHEREAS, there is inadequate capacity across Minnesota's continuum of care to support children with high-acuity, complex, and/or co-occurring conditions, including violent or sexually inappropriate behavior and significant physical health challenges; and

WHEREAS, Psychiatric Residential Treatment Facilities (PRTF) play a critical role in serving children and youth under the age of 21 with severe mental health needs and aggression, as part of this continuum; and

WHEREAS, the demand for additional PRTF beds across Minnesota is urgent to ensure children receive timely and appropriate care; and

WHEREAS, equitable distribution of PRTF beds throughout the state is essential to provide children with proximity to their home communities, families, and local service providers; and

WHEREAS, Clay County is committed to addressing this critical gap in mental health services by establishing a PRTF in partnership with a qualified service provider for the delivery of these essential services; and

WHEREAS, Clay County seeks bond proceeds funds from the commissioner of human services for a grant to Clay County to predesign, design, and remodel of the West Central Regional Juvenile Center non-secure unit into an 18-bed psychiatric residential treatment facility and address the predesign, design, construct, furnish, and equip of a non-secure unit within Clay County to replace the existing facility that will become a psychiatric residential treatment facility.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, supports Clay County in their request for Minnesota state funds to support infrastructure development for a Psychiatric Residential Treatment Facility in Clay County, ensuring access to specialized care for children with complex mental health needs across the region.

Duly adopted this 5th day of November, 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 November 5, 2024, as recorded in the record of proceedings.

Carrie Smith
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 11-24-1E

ELECTED OFFICIAL SALARY SETTING

WHEREAS, there is a need to ratify the County Auditor/Treasurer, Sheriff, and Attorney's salary due to the review and discussion with each of the elected officials regarding their duties, education, qualifications and experience.

NOW THEREFORE BE IT RESOLVED. To ratify the salaries of the following elected officials for 2025 as follows:

Mary Hendrickson, County Auditor/Treasurer:	\$ 123,050.00
Todd Glander, County Sheriff:	\$ 147,750.00
Brian McDonald, County Attorney	\$ 157,000.00

Duly adopted this 5th day of November 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 Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held November 5, 2024, as recorded in the record of proceedings.

Carrie Smith
County Administrator

**BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION 11-24-1H
2025 CASH IN LIEU AMOUNT**

WHEREAS, the cash in lieu amount for 2025 is going from \$749.14 per month to \$734.15 for all Non-union, AFSME Highway, LELS391 Deputies, LELS390 Sheriff Supervisor, and LELS565 Essential Administrators members; and

WHEREAS, the cash in lieu amount for 2025 is going from \$749.14 per month to \$734.15 when an employee only medical insurance plan is selected or medical insurance is waived or \$704.16 per month when an employee + 1 or family medical insurance plan is selected for all LELS419 Dispatch and Jailers, Human Services Supervisors, Teamsters Courthouse, Teamsters Human Services, and Teamsters Confidential Sheriff Clerical members.

NOW THEREFORE BE IT RESOLVED. That the Board of Commissioners of Becker County, Minnesota, hereby approves the proposed 2025 cash in lieu amounts as stated above.

Duly adopted this 5th day of November, 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 November 5th, 2024, as recorded in the record of proceedings.

Carrie Smith
County Administrator

2025 Cash in Lieu Calculation

	Individual	Employee +1	Family
Current Cap	\$1,406.2600	\$1,406.2600	\$1,406.2600
75% of increase	\$44.9850	\$94.4625	\$125.9550
New Cap	\$1,451.2450	\$1,500.7225	\$1,532.2150
Medical	\$704.9000	\$784.3675	\$815.8600
Life	\$1.2000	\$1.2000	\$1.2000
LTD	\$11.0000	\$11.0000	\$11.0000
Total County Contribution	\$717.1000	\$796.5675	\$828.0600
Cash in Lieu	\$734.1450	\$704.1550	\$704.1550

Update: 12.2 Eligibility and Scheduling

~~Vacation leave shall be available to all regular employees who may request to take earned vacation leave any time after completion of the initial probation period.~~ Vacation leave shall be available to all regular employees who may request to take earned vacation leave and is at the discretion of the department head pending appropriate performance of the employee and appropriate staffing of the department. Paid holidays that occur during vacation leave shall not be counted as days of vacation leave. Vacation requests should be submitted to the supervisors as soon as practical, and at a minimum of twice the duration of the requested leave prior to commencement of requested vacation leave. (For example, a one-week vacation requires the request to be made at least two weeks in advance.)

While every effort will be made to give employees the vacation period of their preference, vacations will be scheduled so as not to cause an interruption in the normal operation of the department. Should a conflict in scheduling occur, it will be resolved on the basis of first request. ~~Vacation leave shall vest after 1040 consecutive hours of employment, and accumulate up to a maximum of 28 days on the last day of each calendar year.~~

Vacation leave may be accumulated to a maximum of 240 hours on March 31st of each year. Any vacation leave accumulated in excess of 240 hours as of March 31st will be lost to the employee and donated to the catastrophic medical leave sharing bank.

~~When an employee, under specific employment problems, has vacation hours exceeding 224 hours at the end of that employee's 12 month accumulation period, the department head can request, in writing to the Human Resource Director, extended time for vacation usage. The Human Resource Director will take the request from the department head to the County Administrator for approval of that particular request.~~ (rev. 10/31/2024)

Insurance Contribution for Married County Employees

If both members of a married couple are employed full-time by Becker County, both may contribute their county paid contribution of the lowest HSA eligible plan toward one Employee + 1 or Family medical insurance premium. This will allow both employees to utilize their county paid single premium for the lowest HSA eligible plan toward an Employee + 1 or Family medical insurance premium making insurance more affordable.
(rev. 10/31/2024)



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: November 5th, 2024

SUBJECT: Toad Mountain Park master planning

THROUGH: Natural Resources Management Committee

TO: Becker County Commission

1. Reference: Resolution 11-24-11, Proposal for Professional Services for Toad Mountain Park Master Plan.
2. Discussion: The County Board approved moving forward with the master planning process at the October 1, 2024, Commissioners meeting. Staff had issued an RFP for master park planning and the SRF Consulting Group, Inc. (SRF) was selected and recommend by the Recreational Advisory Committee (RAC) as the firm to complete the master plan to develop Toad Mountain Park.
3. Funding: Anonymous donation/fund 15
4. Action: Approve Resolution 11-24-11 approving the proposal for professional services agreement for the Toad Mountain Park Master Plan with SRF Consulting Group, Inc. for an amount not to exceed \$52,791.50.
5. The point of contact for this memorandum is Steve.Skoog@co.becker.mn.us or by phone at 846-7310.

Distribution: County Commissioners
County Administrator



October 29, 2024

Steve Skoog
Environmental Services Administrator
Becker County
915 Lake Avenue
Detroit Lakes, MN 56501

Subject: Proposal for Professional Services for Toad Mountain Park Master Plan
Becker County, Minnesota

Dear Steve Skoog:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services to prepare a designation application and a master plan meeting the requirements of the Greater Minnesota Regional Parks and Trails Commission requirements for Toad Mountain Park in Becker County.

Scope of Services

We propose to carry out the work (“Scope of Services”) set forth in Attachment B, attached hereto and incorporated into this Agreement.

Assumptions

- The designation application will be submitted as soon as possible, and work on the master plan will commence once the designation application is submitted.
- Becker County staff will provide data and background information on the park and other relevant information associated with public recreation in the region.

Schedule

We will complete this work within a mutually agreed-upon time schedule.

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses, such as printing, supplies, reproduction, etc., will be billed at cost, and mileage will be billed at the current allowable IRS rate for business miles. Invoices for work performed during the previous month are submitted on a monthly basis. Payment is due within 35 days.

Based on our understanding of the project and our scope of services, the not-to-exceed cost of our services is \$52,791.50, which includes both time and expenses.

Changes in Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. However, before any out-of-scope work is initiated, we will submit a budget request for the new work and will not begin work until we receive your authorization.

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A) and Scope of Services (Attachment B), together with this proposal for professional services, constitute the entire Agreement between the Client and SRF and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is scrosby@srfconsulting.com.

We appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Stewart Crosby, PLA, ASLA
Senior Project Manager

SC/KG/as

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services



Ken Grieshaber, PLA, ASLA
Project Director

Approved: Becker County

(signature)

Name _____

Title _____

Date _____

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

S:\Marketing\Proposals\2024 Proposals\17892.PP Becker County Toad Mountain Park Master Plan\final submitted proposal\17892.PP Becker County Toad Mountain Park Master Plan Proposal.docx

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty-five (35) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

10. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

11. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

12. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

13. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

14. DISPUTE RESOLUTION

CLIENT and SRF agree to use their best efforts to resolve amicably any dispute. In the event that a dispute cannot be resolved, upon the joint concurrence of the parties to the selection of a mediator, the dispute will be submitted to mediation.

15. CONTROLLING LAW

The laws of the state of Minnesota govern this Agreement. Legal proceedings, if any, shall be brought in a court of competent jurisdiction in the county where the Project is located.

16. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

17. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY RIGHTS

SRF shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to: (1) all data provided by the Client pursuant to this Agreement; and (2) all data, created, collected, received, stored, used, maintained, or disseminated by SRF pursuant to this Agreement. SRF is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event SRF receives a request to release data, SRF will immediately notify the Client. The Client will give SRF instructions concerning the release of the data to the requesting party before the data is released.



BECKER COUNTY

Park Master Plan

Toad Mountain Park





July 3, 2024

Steve Skoog and Mitch Lundeen
Becker County Land Use Department
Becker County Courthouse
915 Lake Avenue
Detroit Lakes, MN 56501

Subject: Toad Mountain Park Master Plan

Dear Steve Skoog, Mitch Lundeen, and Members of the Selection Committee:

Becker County is the new owner of a very special piece of land that has the potential to become a popular park attraction unlike any other in the region. The high vistas and the lakefront access make this an incredible location for a regional park. An important park like Toad Mountain deserves the best planning that will help the County with future development and to secure funding for proposed improvements.

The successful planning and implementation of this work will demand a seasoned and experienced team, one that Becker County staff can trust and with whom they can collaborate to satisfy the needs of the Greater Minnesota Regional Parks and Trails Commission (GMRPTC) requirements for master plans.

SRF Consulting Group, Inc., is excited to be part of this project, and we have assembled an experienced team of planners and landscape architects to undertake this master planning effort. SRF's planning approach focuses on the following key areas:

Technical Expertise | The SRF Team includes technical park and trail design skill sets that can utilize the creative previous planning efforts and can evaluate the current site conditions to ensure all concepts are implementable for the County. Our team has experience working with the GMRPTC, including uploading master plan components to their website portal.

Cost-Effective Recommendations | The SRF Team will develop concepts that maximize the County's return on investment in the short term and minimizes maintenance needs in the long term. SRF will also provide the County with realistic and achievable planning estimates that will provide solid resources for future development phases.

Process and Communication | We are committed to working closely with Becker County staff during all phases of planning. Communication is the key to every assignment, reinforcing the trust and support needed to successfully design – and ultimately implement – park planning efforts.

Enthusiasm and Efficiency | The SRF Team will bring enthusiasm and energy to this planning effort to make this an enjoyable process for all stakeholders. We are committed to completing tasks on time with creative, high-quality outcomes.

We look forward to the opportunity to meet with you to discuss the planning approach we have outlined for undertaking your park master planning effort. If you have any questions regarding our proposal, please contact Ken Grieshaber at 763.249.6709 or kgrieshaber@srfconsulting.com.

Sincerely,

Ken Grieshaber, PLA, ASLA
Project Manager/Director/Primary Contact

Stewart Crosby, PLA, ASLA
Project Advisor

Project Understanding

The property that will become Toad Mountain Park is 253-acres and encompasses two parcels on a scenic and minimally developed lake located midway between Detroit Lakes and Park Rapids on County Road 34. The property has over 920 feet of shoreline on Toad Lake and has one of the tallest points in all of Becker County, providing stunning views of the surrounding countryside.

Becker County intends to develop the property into a regional park that will provide public access to the lake and the peak, which was also a desire of the previous owner. Becker County has been partnering with the Trust for Public Land to transfer the two parcels from private to public ownership. Becker County intends to submit a Designation Application to the Greater Minnesota Regional Parks and Trails Commission (GMRPTC) and, once a “high” ranking is received, will develop a master plan to develop the property as a regional park. Once the master plan is approved for the park, it will receive “Regional Park” status and will then be eligible for Greater Minnesota Regional Parks and Trails Legacy Grant Funding. The County intends to submit the master plan no later than the spring of 2025 to become eligible to submit a grant application in July 2025. Becker County is seeking assistance to prepare the Designation Application and the Master Plan to GMRPTC standards.



Project Approach

The following detailed project approach plan outlines the SRF Team’s understanding of assigned roles and responsibilities for the development of concepts plans for the education building and site.

1. Project Kick-Off

The SRF Team will attend an initial kick-off meeting with County staff to confirm individual roles and responsibilities, the project schedule, meeting dates and to visit the site. This first meeting will also be an opportunity for the Project Team to discuss the County’s needs for site improvements. Working with County staff, **Ken Grieshaber** and the project team will develop a list of needs and ideas for the site that will be helpful for developing site concepts.

County responsibilities include:

- Provide available background information for the park
- Review and affirm the project schedule and completion of identified work tasks

SRF Team responsibilities include:

- Assemble base mapping and review available park background information
- Complete a park site visit with County staff
- Collect and review existing and related plans

2. Prepare a Regional Designation Application

The SRF Team will prepare all aspects of the Regional Designation Application, including the following:

- General facility information
- Regional significance statement
- Park classification as defined in the 2021 GMRPTC Strategic Plan
- Park setting description
- Size, development, and ownership status
- Listing of current and proposed recreation facilities/amenities
- Site characteristics including landforms and unique features
- Classification criteria in reference to Section III of the 2021 GMRPTC Strategic Plan

The SRF Team will confirm with Becker County staff that the Regional Designation Application is acceptable, and then SRF will upload the application materials onto the GMRPTC web portal and confirm with staff that it has been submitted appropriately.

If necessary, SRF staff will attend a site visit with County staff and GMRPTC staff that is sometimes required during the review period.

County responsibilities include:

- Assist the SRF Team in developing a Regional Significance Statement
- Review and affirm the draft elements prepared for the Designation Application

SRF Team responsibilities include:

- Prepare draft language and graphics for each of the required submittals of the Regional Designation Application
- Develop necessary base mapping and other graphics as required for the Designation Application
- Upload the Regional Designation Application to the GMRPTC website and confirm with GMRPTC staff that all aspects of the application are viewable



3. Master Plan Preparation

The SRF Team will develop a master plan to meet all the requirements of the GMRPTC as outlined in the 2021 Strategic Plan. This includes the following:

- Proposer/Implementing Agency
- Regional Significance Statement, Introduction/Overview, Site Information
- Setting, Regional Context
- Vision, Trends, Public Values, Public Input/Participation
- Development Master Plan, Implementation Plan
- Management Plan, Operational Sustainability Plan, Natural Resource Sustainability Plan, Programming, Marketing, Research and User Metrics

In addition, SRF will develop a park site concept that will be based on input from County staff at the kick-off meeting. The site concept will be developed using LIDAR and GIS-based data provided by the County and available on public data sites. The site concept will show roads, trails, parking areas, amenities for educational, and environmental activities. The preliminary park site concept will be the basis of the master plan.

The SRF Team will develop a scaled site concept plan that will be enhanced with color and notes to provide design intent.

The SRF Team will confirm with Becker County staff that the draft master plan meets County expectations, and then SRF will upload the application materials onto the GMRPTC web portal and confirm with staff that it has been submitted appropriately.

If necessary, SRF staff will attend a site visit with County staff and GMRPTC staff that is sometimes required during the master plan review period.

County responsibilities include:

- Provide comments and feedback on draft master plan components
- Provide comments on design alternative concepts

SRF Team responsibilities include:

- Prepare draft language and graphics for all master plan components
- Develop a preliminary concept and provide two (2) rounds of concept revisions, and associated graphics
- Prepare additional graphics to communicate design intent
- Develop a preliminary cost estimate for the site elements of the concept plan

4. Coordination Methods / Public Engagement

Public input into the planning process is important to ensure the master plan reflects the interests and needs of the community. Greater Minnesota Regional Parks and Trails Commission requires public engagement as part of Component 4, but the SRF Team places a specific focus on public outreach because receiving input makes for a stronger plan.

The SRF Team will provide materials and engagement support for ~~two (2) pop-up~~ ^{one (1) open house} events to coincide with scheduled events elsewhere in the community. ~~We will also prepare an online survey using SurveyMonkey or similar software to provide an alternative means for members of the community to provide their input.~~ In addition, we will present to the Becker County

Recreational Advisory Committee at one (1) meeting midway through the planning process, and at one (1) meeting of the Becker County Board of Commissioners when a draft plan has been prepared.

County responsibilities include:

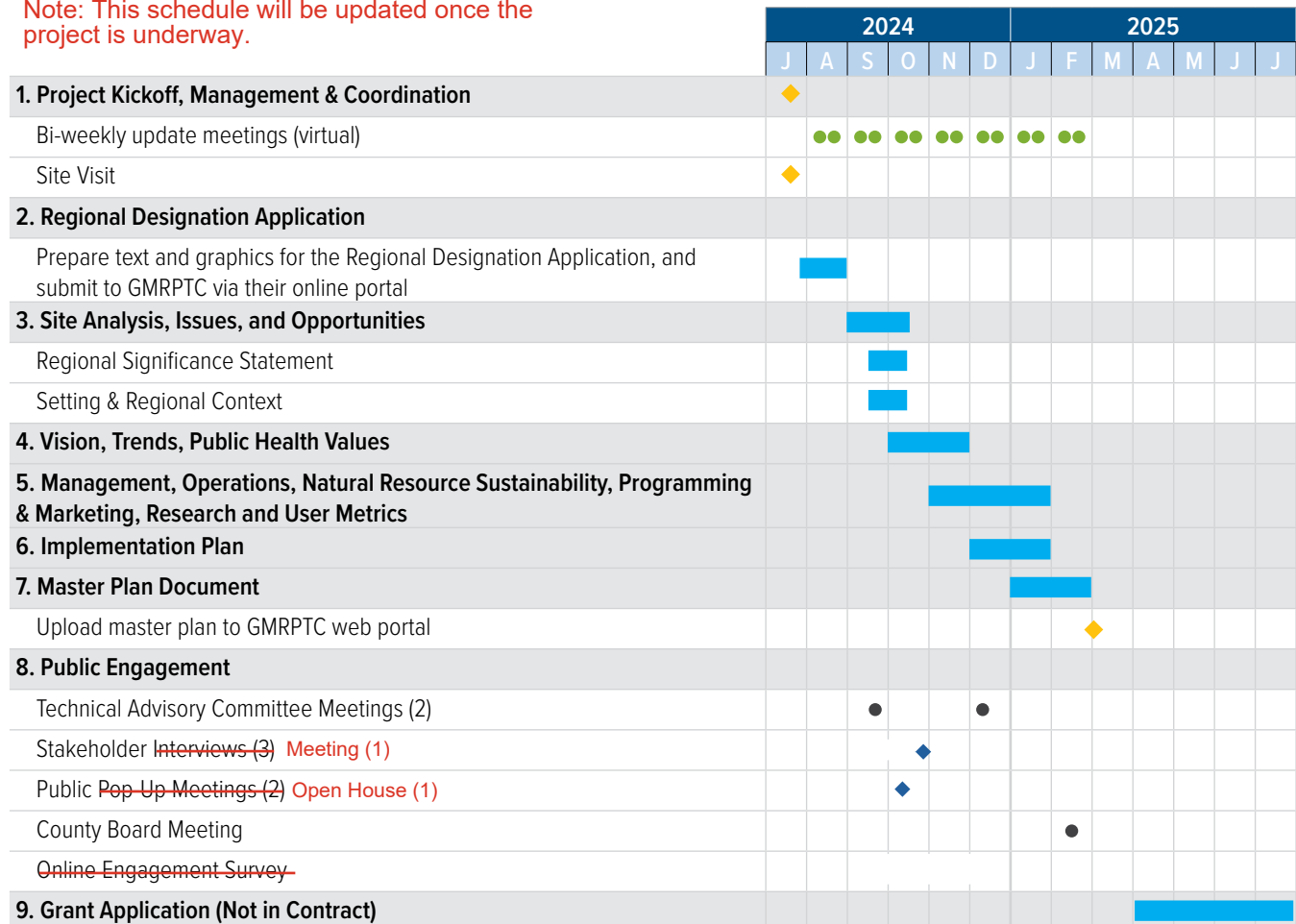
- Provide input and comments on the engagement materials
- Assist at engagement events

SRF Team responsibilities include:

- Prepare materials and attend engagement events
- Prepare summary report of each engagement event

Project Schedule

Note: This schedule will be updated once the project is underway.



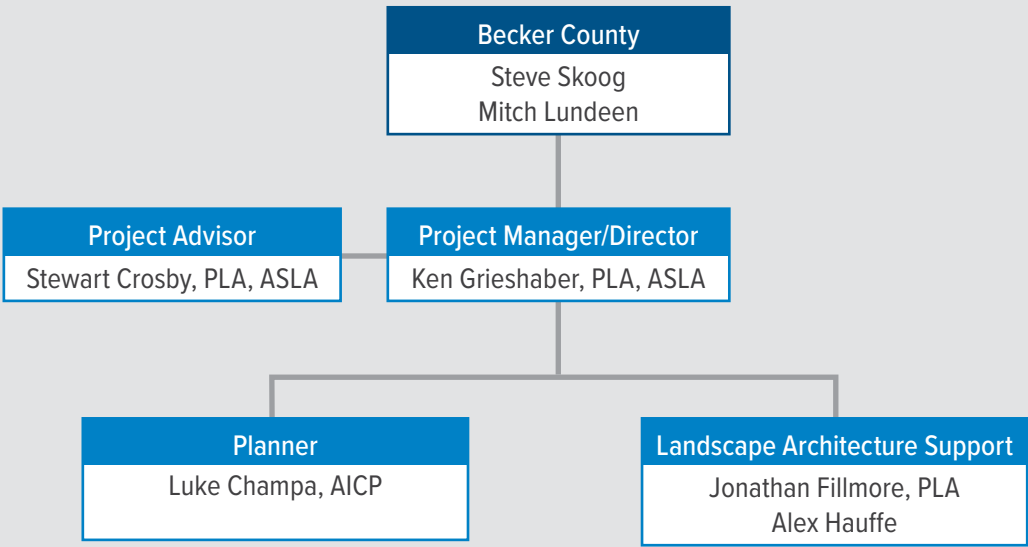
Key Staff

SRF has been providing parks, trails, and general recreation planning services to public sector clients in Minnesota and the upper Midwest for over 30 years. SRF has offered comprehensive, integrated consulting services for more than 60 years and with offices in Wisconsin, Minnesota, North Dakota, Nebraska, Florida, and Illinois, our current team of over 350 staff includes planners, designers, and engineers who collaborate with our clients and their stakeholders to develop creative solutions for the most challenging projects. SRF's award-winning team has the diverse skills and depth of knowledge to provide clients with carefully crafted planning and design responses across a wide spectrum of project types, including master plans to meet Greater Minnesota Parks and Trails Commission requirements. Whether it is developing the strong vision to guide a master plan effort, or providing a thoughtful response to the intricacies of site design, SRF's landscape architects provide creative sustainability and innovation by collaborating with clients and allied professionals to create valued community amenities.

The SRF Team shares a drive to cultivate connections within the communities we serve, and create resilient and meaningful recreation facilities shaped by our evolving world.

Organizational Chart

The organizational chart below depicts our team's structure and illustrates each staff member responsibility and role on the project team. Staff summaries for each team member are included in this section to highlight their qualifications and relevant project experience.





Ken Grieshaber, PLA, ASLA | Project Manager/ Director

Ken has 30 years of landscape architecture and urban design experience, with an emphasis on park and trail improvements. He has been involved in the planning and design of more than 60 neighborhood, community, and regional parks. Ken's skills include project management, conceptual and detailed design, and preparation of construction drawings and cost estimates. His work is mindful of operations and maintenance considerations and emphasizes sustainability. In addition, Ken is known for his skill in fostering an open, collaborative design process that includes residents, city officials, and design professionals.

Areas of Specialty

- Project Management
- Master Planning
- Site Planning and Design
- Park and Trail Improvements
- Public Involvement
- Urban Design

Education

Bachelors of Landscape
Architecture, Iowa State University

Registration

Landscape Architect:
Minnesota #24860
Iowa #00592
North Dakota #78

Professional Affiliations

American Society of Landscape
Architects

Minnesota Recreation and Parks
Association – Parks and Natural
Resource Committee

Project Experience

[Washington County Ravine Regional Park Master Plan, Minnesota](#). SRF is working with Washington County Parks to amend the master plan to provide the County with a plan that prepares the park for future growth in the area and addresses the impacts to recreation and natural resources of a proposed stormwater conveyance system through the park. The master plan includes updates of the developed areas around the south shore of Ravine Lake including park road circulation, lake access, picnic facilities a 4-season building that could serve as a Nordic center and a summer trailhead facility, and a new park entrance from County Road 19. The park's network of soft and paved trails have been updated and include lighted trails for winter use.

[Duluth Hartley Park and Woodland Recreation Area Master Plan, Minnesota](#). SRF developed the comprehensive master plan for the 670-acre park. The master plan focused on reorganizing the existing trail system to accommodate various users groups, realigning trails, and provided recommendations such as expanded parking areas as part of offering additional park amenities.

[MPRB Southwest Service Area Park System Plan, Minnesota](#). The Southwest Service Area Master Plan (SWSAMP) included recommendation for all 43 neighborhood parks south of I-394 and west of I-35W. This service area master plan engaged multiple stakeholders in the planning process for developing park improvement recommendations.

[Washington County Big Marine Park Reserve, Minnesota](#). Working with many stakeholders to create a vision for this new regional park reserve, SRF developed a master plan addressing programming and site improvements to be integrated within this 1,700 acre facility. Uneven terrain and a wide variety of sensitive natural resource areas provided many challenges for integrating roadway and trail circulation, a new beach facility, and picnic facilities as part of the first phase of constructed park improvements. (*2008 Award of Excellence - Minnesota Recreation and Park Association*)

[Willmar Park System Plan, Minnesota](#). Ken was the project manager and primary author for the Parks and Recreation Master Plan, a project that focused on two regional parks and six neighborhood parks in Willmar. Ken led all meetings including four with the Technical Advisory Committee and two open houses.

[Brooklyn Park 10-Year Park System Plan, Minnesota](#). Brooklyn Park is the sixth largest city in Minnesota and one of the most diverse cities in the state. SRF developed a plan for the city that was highly focused on community engagement and ensuring equitable distribution to facilities and services throughout the community. As the project manager, Ken was involved in community engagement, equitable analysis, developing a system-wide framework and vision, leading a design charrette for priority parks, crafting final recommendations for all 60 parks within the system, and writing the master plan document.



Stewart Crosby, PLA, ASLA | Project Advisor

Stewart has 20 years of experience in landscape architecture and urban design, including conceptual design, design development construction document preparation, and construction administration. He brings innovative design solutions to a variety of projects that include park and trail master plans and youth camp site design. Stewart has also conducted visual impact assessments for roads and trails and has worked on urban streetscape projects. Stewart excels at managing park planning and design projects, while fostering an open, collaborative design process that includes agencies, residents, design professionals, and other interested stakeholders. His work is mindful of operations and maintenance considerations and emphasizes sustainability.

Areas of Specialty

- Site Planning & Design
- Park Master Planning
- Trail Planning & Design
- Conceptual & Detail Design
- Construction Administration
- Public Involvement

Education

Master of Landscape Architecture,
University of Oregon, 2002

Bachelor of Landscape Architecture,
University of Oregon, 2001

Bachelor of Arts International
Affairs, Lewis and Clark College,
1991

Registration

Landscape Architect:
Minnesota #45681

Landscape Architect (Council
of Landscape Architecture
Registration Board)

Professional Affiliations

American Society of Landscape
Architects

Minnesota Chapter of American
Society of Landscape Architects

Council of Landscape Architecture
Review Board (CLARB)

Project Experience

[Douglas County Kensington Rune Stone County Park, Minnesota](#). Stewart served as the project manager for the development of a master plan that was prepared to garner support and approval of the Greater Minnesota Parks and Recreation Commission, which provides for extended funding options for park development. The park master plan focused on identifying a site and concept for a new visitor center and updating the pedestrian a vehicular circulation throughout the park. The park had doubled in size over the last decade so additional design and planning was needed to incorporate the new property into the park plan.

[Moorhead MB Johnson Regional Park Master Plan, Minnesota](#). Stewart served as the project manager for the development of a master plan for M.B. Johnson Regional Park, the largest park in the City of Moorhead. Stewart led a team of designers who worked with Moorhead staff to develop a layout for park facilities, a network of soft-surface and paved trails, park roads and parking facilities, as well as developing a plan for bringing city services to the site including sanitary sewer and new power service. Stewart provided guidance to the team's architect for the siting, scale and size of the park's new visitor center and warming hut and the new large group picnic shelter.

[Otter Tail County Perham to Pelican Rapids Regional Trail Master Plan, Minnesota](#). Stewart was the project manager for this regional master plan project that was completed to meet the standards of the Greater Minnesota Regional Parks and Trails Commission (GMRPTC). The master plan and trail corridor were identified by the GMRPTC as a key regional recreation facility and has since been granted DNR Trail Grant funding for preliminary design development. This project included identifying alternative trail corridors, an involved public process and development of the final master plan for which Stewart was the primary author.

[Willmar Parks and Recreation Master Plan, Minnesota](#). Stewart was the project manager and primary author for the Parks and Recreation Master Plan, a project that focused on two regional parks and six neighborhood parks in Willmar. Stewart led all meetings including four with the Technical Advisory Committee and two open houses. The master plan was approved by the Willmar City Council and two development projects including a splash pad and four new tennis courts were installed within a year.

[Washington County Central Greenway Regional Trail Master Plan, Minnesota](#). Stewart was the project manager for Phases I and II of the Central Greenway Regional Trail. The trail is planned to extend from Cottage Grove Ravine Regional Park north through Big Marine Park Reserve to Lake Elmo Park Reserve. Through two master plans, Stewart led the planning process and public engagement to develop a preferred trail route to connect three of the region's premier regional parks. The master plans were prepared to meet the requirements of the Metropolitan Council and was approved by all communities along the trail route.



Luke Champa, AICP | Planner

Luke joined SRF in 2022 with diverse experience in regional planning, transportation planning, urban design, rural design, and landscape architecture. He works closely with federal, state, and local agencies to forward public interest and deliver products that clients and stakeholders take pride in. Luke strives to understand the big-picture and build relationships across diverse groups of people. He focuses on recognizing client and stakeholder needs to deliver high-quality, actionable products grounded in big-thinking practicality.

Areas of Specialty

- Transportation Planning
- Regional Planning
- Urban Design
- Rural Design
- Public Engagement
- Long-Range Planning
- Current Planning
- Zoning & Land Development Code

Education

Bachelors in Landscape Architecture, North Dakota State University, 2015

Bachelor of Science in Environmental Design, North Dakota State University, 2015

Registration

American Institute of Certified Planners #34173

Professional Affiliations

American Planning Association

Western Central Chapter of the American Planning Association

Minnesota Chapter of the American Planning Association

North Dakota Planning Association

Project Experience

[Medora Area Plan, North Dakota](#). Assisted with engagement efforts and material preparation in Medora, ND, the epicenter of North Dakota's tourism industry. Luke prepared graphics and approachable materials to communicate the Medora Area Plan process and collect valuable feedback from stakeholders and the public.

[Housing Needs and Market Analysis, Minnesota and North Dakota](#). Led stakeholder and public engagement efforts across a broad and diverse group of stakeholders working within the housing market of the Fargo-Moorhead Area. Guided tactical survey distribution across the metropolitan area resulting in 850+ individual survey responses. Luke provided summarization of efforts, feedback, and survey results to ground study recommendations in market-reality and address public wants/needs.

[Metro 2050 – Fargo-Moorhead Metropolitan Transportation Plan, Minnesota and North Dakota](#). Luke is serving as lead planner for the Metropolitan Transportation Plan. His professional experience in public engagement, stakeholder facilitation, metropolitan transportation planning, transportation policy, and transportation funding allow Luke to be involved in critical aspects of Project development. Upon completion, Metro 2050 will guide transportation funding and policy in the Fargo-Moorhead Area. Project is ongoing.

[Bismarck East Main Avenue Corridor Study, North Dakota](#). Provided technical metropolitan transportation planning expertise. Drafted a succinct study final report to guide the MPO and City of Bismarck's future decision making for East Main Avenue. Luke was also heavily involved with stakeholder and public engagement, including a successful tactical effort to address underserved and underrepresented individuals present along the corridor.

[Arrive 2050 – Bismarck-Mandan Metropolitan Transportation Plan, North Dakota](#). Coordinated with the MPO and served as project manager to execute tasks related to the Travel Demand Model & Socioeconomic Update. Luke facilitated focus group meetings to supplement population forecasts and provided technical expertise on the socioeconomic projections process and TAZ allocation. He continues to assist in technical metropolitan transportation planning. Project is ongoing.

[City of Williston Infrastructure Safety Action Plan, North Dakota](#). Luke served as deputy project manager for the City's Safety Action Plan. His role in the project was to provide leadership and support on critical tasks including data collection and safety analysis, public engagement and equity, and action plan and implementation. The Plan guides transportation safety implementation and policy in the City of Williston to meet safety goals and pursue competitive funding through SS4A/HSIP.



Jonathan Fillmore, PLA | Landscape Architecture Support

Jonathan joined SRF in 2016 after receiving his Masters of Landscape Architecture from the University of Minnesota. Jonathan's design expertise includes trail/bicycle planning, park master planning, ecological design, geospatial analysis, and a wide range of arboriculture practices. As a year-round bicycle commuter, Jonathan is passionate about bicycle infrastructure design. His combination of experience and expertise augments his ability to provide innovative design solutions that improve the experience for the enjoyment and safety of bicyclists.

Areas of Specialty

- Trail/Bicycle Planning & Design
- Geospatial Analysis/GIS
- Site Design
- Park Master Planning
- Ecological Design
- Arboriculture

Education

Masters of Landscape Architecture,
University of Minnesota, 2016

Bachelor of Environmental Design,
University of Minnesota, 2014

Registration

Professional Landscape Architect:
Minnesota #58679

Recognition/Awards

ASLA-MN People's Choice Award
and Student Design Merit Award for
The Water Experience schematic
design, 2015

ASLA-MN Student Academic Merit
Award, 2016

University of Minnesota Capstone
Merit Award, 2016

Project Experience

[Becker County Trail Master Plan, Minnesota](#). Jonathan developed a detailed County-wide GIS inventory that identified key destinations and roadways safest for bicyclists and identified gaps in the existing system. Based on the analysis, helped prepare a preferred County-wide trail network.

[Otter Tail County Trail Master Plan, Minnesota](#). Role included compiling a detailed county-wide geospatial analysis that identified key destinations and roadways safest for bicyclists. Based on the analysis, helped prepare a preferred county-wide trail network.

[Pelican Rapids Complete Streets Concept Plan, Minnesota](#). Jonathan is the lead designer for the complete streets concept plan that is identifying proposed streetscape concepts including pedestrian and bicycle facilities to provide the City of Pelican Rapids with a concept to bring forward for a future MnDOT road reconstruction project. Jonathan is preparing the project graphics, and is the primary author for the report.

[Washington County Regional Trail Master Plan, Minnesota](#). Responsible for developing geospatial analysis graphics. The analysis ultimately led to a trail alignment that best served the surrounding communities.

[Barnesville Trail and Streetscape Plan, Minnesota](#). Jonathan was a primary author and lead designer for the city-wide trail plan that looked closely at existing pedestrian and bicycle facilities and developed a plan to integrate trails and on-street bike facilities into the existing street network and park system. A separate task developed streetscape concepts for Highway 9 through downtown to incorporate more pedestrian and bicycle facilities in advance of a MnDOT construction project that will reconstruct the entire streetscape. Jonathan participated in the public involvement process and led pop-up meetings at local and regional events including the County Fair.

[Washington County Cottage Grove Regional Park Master Plan, Minnesota](#). As the assistant designer/planner, helped develop site analysis materials and several park concepts.



Alex Hauffe | Landscape Architecture Support

Alex's design expertise include ecologically friendly development practices, culturally sensitive design integration, park master planning, 3D graphic representations, and public engagement experience. As an avid parks visitor and outdoor enthusiast, Alex is passionate about providing a safe, engaging, and integrative user experience in urban and natural settings while maintaining or rehabilitating the integrity of the site.

Areas of Specialty

- Public Engagement
- Site Evaluation
- Ecological Design
- 3D Graphics and Master Planning
- Parks and Trail Design

Education

Bachelor of Landscape Architecture, South Dakota State University, 2024

Professional Affiliations

American Society of Landscape Architects

Project Experience

[Prairie Woods Environmental Learning Center, Kandiyohi County, Minnesota](#). Prairie Woods Environmental Learning Center is a public outdoor learning center located North of Willmar, MN. Alex assisted in the development of graphics and the master plan necessary for applying to the Greater Minnesota Regional Park & Trails Commission for funding to enhance their offerings to the surrounding region.

[National Parks Service, Yosemite Valley Campsite, Yosemite National Park, California](#). National Parks Service hired Alex as part of a team to rehabilitate a location within Yosemite Valley that was recently acquired by the National Parks Service. Alex researched, evaluated, and produced graphics to depict the development suitability of the potential site. She worked around culturally and ecologically sensitive locations within the site to produce several options of potential layouts for future campground development.

[City of Butte Streetscape Renewal Project, Montana](#). Alex prepared high, medium, and low budget concept plans for a keystone corner on the Main Street of Butte, Montana. The city council used these graphics as part of a larger presentation during a community-led meeting to boost public interest and gain traction in the community. These concepts set the standard design for the future Main Street renewal project.

[Placemaking and Brownfield Restoration at Historic Joplin Train Depot, Joplin, Missouri](#). The Joplin, Missouri Train Depot was a brownfield restoration, EPA funded design visioning of an architecturally historic train station located near the heart of the city. Alex was selected to be a part of a small multidisciplinary team of students led by the Dean of the School of Design and three professors. They traveled to the city, performed site inventory and analysis, formed, and participated in community engagement activities, and used the information gathered to form a series of conceptual drawings and a master plan. These plans and graphics were used as part of a grant proposal to secure funds to rehabilitate the site.

[National Parks Service, Rivers, Trails & Conservation Assistance Program, and Yankton Sioux Tribe, Greenwood & Charles Mix River Access Improvements and Campsite Design, Missouri River, Greenwood & Charles Mix County, South Dakota](#). Alex provided culturally considerate and ecologically sound design assistance for the Missouri National Recreational River and the Yankton Sioux Tribe. During this process they produced several conceptual iterations that included campsites, recreation, amenities, and water access to the Missouri River for emergency rescue use and public recreation.

Project Experience and References

Our award-winning projects range from designing roadways, bikeways, parks, and bridges to planning transportation systems, neighborhoods, and urban spaces. SRF has the experience to take a project from planning and conceptual development through preliminary design and into final design. To demonstrate our qualifications, we present several system planning projects that show our team's ability to deliver complex projects using innovative approaches, along with our ability to draw out concerns and comments through meaningful public engagement. Included in the appendix is an additional list of park and trail plan projects that SRF has completed for public sector clients.

GREATER MINNESOTA REGIONAL PARK EXPERIENCE	GMRPTC Master Plan	Public Input	Concept Planning	Construction Documents	Playground Facilities	Parking Facilities	Park Building Facilities	Trail Facilities
Horizon Shores Park, City of Moorhead		●	●	●	●	●	●	●
Kensington Runestone County Park, Douglas County	●	●	●			●	●	●
Kraemer Lake – Wildwood County Park, Stearns County	●	●	●			●	●	●
MB Johnson Park , City of Moorhead		●	●	●	●	●	●	●
Deep Lake Park, Hubbard County	●	●	●		●	●	●	●
Hartley Park, City of Duluth		●	●			●	●	●
Echo Bay County Park, Otter Tail County	●	●	●		●	●	●	●
Phelps Mill County Park, Otter Tail County	●	●	●		●	●	●	●
Romkey Park, Moorhead		●	●	●	●	●	●	●
Mississippi River Overlook Park Master Plan, City of Baxter		●	●		●	●	●	●
Robbins Island Park Master Plan, City of Willmar	●	●	●		●	●	●	●
Soo Line Trail Master Plan, Mille Lacs County	●	●	●					●
Prairie Woods Environmental Learning Center Master Plan, Kandiyohi County	●	●	●		●	●	●	●

Deep Lake Park

Hubbard County, Minnesota



Working with the Trust for Public Land, Hubbard County acquired 353 acres north of Park Rapids to develop a new regional park. The property was once the Val Chatel Ski Area and has steep hills, a mixed forest of hardwoods and conifer trees, wetlands, and two lakes. As a potential regional park facility, Hubbard County needed help working through the requirements of the Greater Minnesota Regional Parks and Trails Commission (GMRPTC). SRF worked with Hubbard County to prepare a regional designation application and a park master plan which are required before a park or trail is considered a regionally significant facility and is eligible to apply for Legacy Amendment funds. Deep Lake Park was approved as a regional facility in 2022, and the master plan was approved in 2023, making the park the newest regionally significant park in outstate Minnesota.

PROJECT REFERENCE

Cory Kimball

Land Commissioner | Hubbard County

218.237.1456 | cory.kimball@co.hubbard.mn.us



Kensington Rune Stone County Park

Douglas County, Minnesota



Kensington Rune Stone County Park is a popular destination for visitors coming to see the Rune Stone discovery site and the Ohman homestead farm. Recent land acquisitions by Douglas County have nearly doubled the size of the park. SRF prepared a master plan update that incorporates the new property, identifies the location for a new visitor center, and enhances recreation opportunities to serve a wider diversity of park user groups. The master plan update included a schematic design effort that provided a comprehensive vision for the park so that the County can efficiently implement future development in phases as funding is received. The master plan update was developed to meet the requirements of the Greater Minnesota Regional Parks and Trails Commission (GMRPTC).

The master plan included expanding the network of summer and winter trails for horseback riding, cross-country skiing, hiking, mountain biking, and a visitor center that serves as a trailhead building. The new building is located centrally to provide year-round access to restrooms and rental space for large group gatherings. SRF added to the master plan options for kayak and canoe access points on the larger lakes to provide water recreation and fishing opportunities.

SRF's approach to updating the master plan included the following steps:

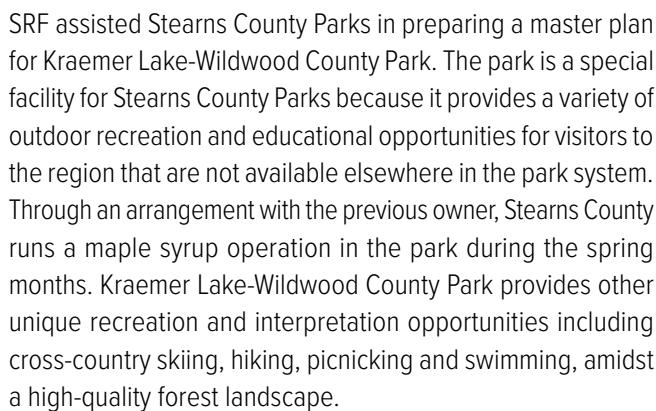
- Site inventory and analysis
- Issues and opportunities
- Existing infrastructure assessment
- Stewardship and operations plan
- Public process with two open houses
- Schematic design
- Cost estimates

PROJECT REFERENCE

Brad Bonk

Park Superintendent | Douglas County
701.388.2273 | bradbo@co.douglas.mn.us

Stearns County Parks

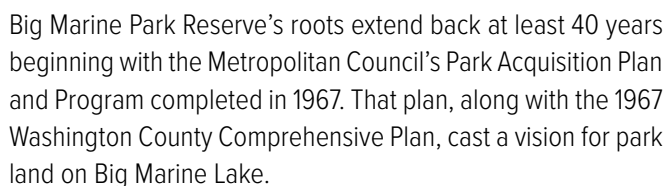


house meetings, an on-line questionnaire and meetings with interested stakeholder groups. The final master plan included a public swim beach, cross-country ski trails, a non-motorized boat launch, fishing pier, new park buildings, and a new access road and parking. The master plan was developed to meet the requirements of the Greater Minnesota Regional Parks and Trails Commission (GMRPTC) and was used by the County to receive Regional Designation status for the park.

Ben Anderson

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Washington County, Minnesota



The Park's Reserve classification restricts active recreation to 20 percent of the total park acreage with the remainder focused upon preservation of the resource base.

Washington County Park staff have established a critical mass of property ownership to foster park development. Currently, 636 acres of the proposed 1,920 acres have been acquired, a portion of which is available for active park land.

- Swim beach facility with family picnic areas and shelters, parking, and a playground
- Large group picnic areas
- Boat launch and parking
- Park entrance facilities, drive and internal access circulation
- Trail circulation development
- Restoration of native plant communities, woodlands, and wetland habitats
- Incorporation of stormwater bioretention basins and swales to minimize surface runoff



Former Parks Director - Washington County
763.531.0052 | john.elholm@crystalmn.gov

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: Becker County
Project: Toad Mountain Park Master Plan



Subconsultants: N/A

17892.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
1.0	Project Kick-off, Project Management											
	<u>Assumptions:</u>											
	- Assume no additional site surveys. Master Plan will be based on readily available aerial photos, LIDAR and GIS data.											
1.1	Gather data and prepare base mapping.	-	-	-	-	-	4	4	-	-	8	\$896.00
1.2	Meeting: In-person project kick-off meeting with Becker County staff and stakeholders.	-	10	-	-	-	10	-	-	-	20	\$2,980.00
	- Review the County's vision and goals for the new park.											
	- Visit the site.											
1.3	Manage internal SRF project teams to ensure project is on schedule and within budget. Review monthly invoices.	6	16	-	-	-	-	-	-	-	22	\$4,258.00
	<u>SRF Deliverables:</u>											
	- Monthly invoices and status updates with earned value documentation; meeting minutes; records of phone conversations.											
	SUBTOTAL - TASK 1	6	26	0	0	0	14	4	0	0	50	\$8,134.00
2.0	Prepare Designation Application											
2.1	Prepare the documentation and narrative required for the GMRPTC Designation Application for Regional Status including uploading all relevant documents and information to the GMRPTC online portal.	1	8	-	8	-	8	8	-	-	33	\$4,587.00
2.2	Develop a site plan and a preliminary concept for the park to be submitted with the Designation Application.	1	2	-	6	-	8	8	-	-	25	\$3,207.00
	SUBTOTAL - TASK 2	2	10	0	14	0	16	16	0	0	58	\$7,794.00
3.0	Components 1 & 2: Implementing Agency Detail, Regional Significance Statement, Introduction/Overview, Site Analysis											
3.1	Component 1: Prepare proposer/Implementing Agency portion of master plan.	-	-	-	2	-	-	-	-	-	2	\$276.00
3.2	Component 2: Develop Regional Significance Statement.	-	1	-	2	-	-	-	-	-	3	\$460.00
3.3	Component 2: Project introduction and site overview.	-	-	-	2	-	2	-	-	-	4	\$504.00
3.4	Component 2: Complete site and analysis for the park, evaluating access and circulation, topography, view sheds, existing boundaries, right-of-way, and natural resources.	-	1	-	-	-	12	12	-	-	25	\$2,872.00
	SUBTOTAL - TASK 3	0	2	0	6	0	14	12	0	0	34	\$4,112.00
4.0	Component 3: Setting & Regional Context											
4.1	Describe the location context and describe how the park fits within the local and regional network of public parks and education facilities.	-	-	-	2	-	4	-	-	-	6	\$732.00
	- Regional context analysis with a table identifying other regional facilities.											
4.2	Develop a Regional Context Map showing facilities within a 30-mile radius.	-	-	-	4	-	2	-	-	-	6	\$780.00
	SUBTOTAL - TASK 4	0	0	0	6	0	6	0	0	0	12	\$1,512.00
5.0	Component 4: Vision, Trends, Public Values, Public Input/Participation											
5.1	Develop a new, or review/edit the existing vision statement for the park.	-	2	-	-	-	-	-	-	-	2	\$368.00

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: Becker County
Project: Toad Mountain Park Master Plan



Subconsultants: N/A

17892.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
5.2	Research and prepare a summary of the demographic and economic data for the park and surrounding region. List the prioritization of the five public values listed in the GMRPTC manual (page 52).	-	-	-	-	-	4	4	-	-	8	\$896.00
5.3	Research recreation trends in the region and describe how the park supports and enhances recreation opportunities.	-	-	-	-	-	2	2	-	-	4	\$448.00
5.4	Public Engagement: prepare for and attend engagement events as noted below. Materials can be provided for staff to conduct additional outreach.											
5.4.1	One (1) open house to present the final park concept (includes travel time).	-	6	-	-	-	6	-	-	-	12	\$1,788.00
5.4.2	One (1) stakeholder meeting to review the park concept (includes travel time).	-	6	-	-	-	-	-	-	-	6	\$1,104.00
5.4.3	One (1) meeting with County Board to present the draft master plan.	-	8	-	-	-	-	-	-	-	8	\$1,472.00
	SUBTOTAL - TASK 5	0	22	0	0	0	12	6	0	0	40	\$6,076.00
6.0	Component 5: Master Plan Development & Implementation Plan											
6.1	Write and produce the master plan document including an executive summary to meet the requirements of the Greater Minnesota Regional Parks and Trails Commission guidelines for master plans as outlined in their strategic plan.	2	8	-	16	-	40	50	-	-	116	\$14,178.00
6.2	Prepare an overall implementation strategy for the park including cost projections for acquisition, development, operations and maintenance. - Draft documents at 75% and 95% completion levels will be presented to staff and the PMT for review. - A final master plan document will be prepared after incorporating review comments. - Two hard copies and a pdf digital copy of the final master plan will be delivered to the County.	1	2	-	4	-	4	-	-	-	11	\$1,595.00
6.3	Upload the document information to the Greater Minnesota Regional Parks and Trails Commission (GMRPTC) document portal.	-	2	-	6	-	2	-	-	-	10	\$1,424.00
	SUBTOTAL - TASK 6	3	12	0	26	0	46	50	0	0	137	\$17,197.00
7.0	Component 6: Management Plan, Operational Sustainability Plan, Natural Resources Sustainability Plan, Programming, Marketing, Research and User Metrics											
7.1	Prepare a phasing plan for implementation of capital improvements and identify park improvement priorities.	-	2	-	4	-	4	-	-	-	10	\$1,376.00
7.2	Prepare preliminary cost estimate including proposed park facility improvements, natural resource management issues, trail and roadway construction costs.	-	2	-	-	-	4	2	-	-	8	\$1,044.00
7.3	Prepare a management plan to clarify duties for managing construction and long-term operations of facilities proposed in the master plan.	-	1	-	4	-	-	8	-	-	13	\$1,616.00
7.4	Prepare an operational sustainability plan and budget to identify cost associated with maintenance and operations.	-	-	-	4	-	2	-	-	-	6	\$780.00
7.5	Identify and describe the natural resources at the site and a strategy for protecting and managing the land and water resources (at a master plan level).	-	-	-	-	-	-	8	-	-	8	\$880.00

SRF Consulting Group, Inc.

Client: Becker County
Project: Toad Mountain Park Master Plan

Work Tasks and Person-Hour Estimates



Subconsultants: N/A

17892.PP

[illegible]SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES:

MILEAGE:	Personal Vehicles	1500	Miles @	\$0.655	\$982.50
REPRODUCTION:	Copy Duplication	50	Copies @	\$0.10	\$5.00
SRF EXPENSES:					\$987.50

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 11-24-11

MASTER PLANNING FOR TOAD MOUNTAIN

WHEREAS, Becker County has secured funding to develop a Master Park Plan to create a Regional Park on properties known as Toad Mountain, property ID 33.0094.000 and 33.0096.000.

WHEREAS, Becker County intends to complete a Master Park Plan to create a county park that will be known as the "Toad Mountain County Park";

WHEREAS, the intended purpose of the proposed park is to serve the citizens of Becker County and the region.

WHEREAS, the master park plan will be developed based on input from citizens and organizations in Becker County and the surrounding region.

WHEREAS, Through the master planning process, Becker County intends on identifying possible recreational uses of the property that meet the needs of the community and incorporating those possible uses in a way that compliments current and future recreational activities in the County.

WHEREAS, Becker County intends to seek funding to acquire and develop the property through State and Federal grants;

WHEREAS, Becker County has solicited proposals for professional services to develop a master plan, the Recreational Advisory Committee (RAC) reviewed proposals and recommended that Becker County accept the proposal from SRF Consulting Group. Inc. (SRF) to complete the master planning process to create a regional park on the Toad Mountain property.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves entering into a Professional Services Agreement with SRF Consulting Group, Inc for an amount not to exceed \$52,791.50 to assist Becker County to complete a Toad Mountain Master Park plan and to complete a designation application to the Greater Minnesota Regional Parks and Trails Commission for possible funding to acquire the Toad Mountain properties as a future regional park that will owned and managed by Becker County.

Duly adopted this 5th day of November, 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 November 5, 2024, as recorded in the record of proceedings.

Carrie Smith
County Administrator



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: November 5th, 2024

SUBJECT: Request Permission to apply for an MPCA Environmental Assistance Grant.

THROUGH: Environmental Services and the Finance Committee's

TO: Becker County Commission

1. Discussion: Becker County is seeking financial assistance to begin a source separated organics collection program. This program will reduce the amount of solid waste being sent to landfills or to the Perham Resource Recovery Facility (PRRF). This would allow the County to collect and send source separated organics (SSO) to the Glacier Ridge Composting facility, Hoffman MN, that is owned and managed by Pope-Douglas Solid Waste Management.

The program will initially be set up and monitored by Ari DeVeries, a Minnesota GreenCorps member. The proposed collection of SSO will begin at public drop sites (recycling drop sites) in Detroit Lakes and the smaller cities and in the public schools. Businesses will be contacted and after developing the initial route collection, it will be offered to additional businesses in the summer of 2025. If the volume grows, the County could consider developing a composting facility locally.

The project costs will include the purchase of large concrete blocks, carts, dumpsters, roll offs, and a dumpster with a cart-tipper on it. The collection will be managed by Becker County staff using county front loading compactor trucks. The organics will be mixed with woody waste at the Becker County Solid Waste Campus and stored in roll-off containers until a semi load of organics can be sent to the Glacier Ridge Composting Facility.

Project cost share: 25% local match (in-kind and cash)

To be eligible for this grant opportunity, this project will need one or more of the following criteria:

1. Establish curbside recycling or composting.
2. Increase recycling or composting.
3. Reduce the amount of recyclable materials entering disposal facilities.
4. Reduce the costs associated with hauling waste by locating collection sites as close as possible to the site where waste is generated.

Preferred projects will focus on implementing or increasing local capacity to:

1. Establish or expand projects to reduce waste.
2. Establish or expand projects by reusing materials in their original form.
3. Implement or expand regional, county, or citywide collection programs.
4. Improve the quality of recyclables by reducing contamination to enhance marketability.
5. Transition to single stream recycling.
6. Establish or expand organics collection
7. Establish or expand process or transfer capacity for source separated recyclables or organics.
8. Development or expansion of hard to recycle and bulky materials
9. Establish or expand programs for reuse and recycling of construction and demolition materials.

2. Funding: MPCA grant, in-kind contribution and Fund 18

a. Grant funds (MPCA)	\$162,372
b. Becker County – in- kind contribution	<u>\$96,425 (37%)</u>
i. Total cost	\$258,797

In-kind contribution is staff time to start the program, which includes education, collection & processing of the SSO at the Becker County Solid Waste Campus.

4. Action request: Board permission to apply for a MPCA Greater Minnesota recycling and Composting Grant to purchase collection and to create storage capacity for source separated organics program on the County Solid Waste Campus.
5. The point of contact for this memorandum is Steve Skoog

Distribution: Board of Commissioners, County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 11-24-1J

**MINNESOTA POLLUTION CONTROL AGENCY
FY2025 GRANT PROGRAM
AUTHORIZATION RESOLUTION**

WHEREAS, Becker County has applied for a grant from the Minnesota Pollution Control Agency (MPCA), under its FY2025 Greater MN Recycling and Composting Grant Program; and

WHEREAS, if MPCA funding is received, Becker County is committed to implementing the proposed project as described in the grant application; and

WHEREAS, MPCA requires that Becker County enter into a grant agreement with the MPCA that identifies the terms and conditions of the funding award;

NOW THEREFORE BE IT RESOLVED THAT the Becker County Board of Commissioners hereby agrees to enter into and sign a grant agreement with the MPCA to carry out the project specified therein and to comply with all of the terms, conditions, and matching provisions of the grant agreement and authorizes and directs Carrie Smith, County Administrator, to sign the grant agreement on its behalf.

Duly adopted this 5th day of November 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/
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 November 5th, 2024, as recorded in the record of proceedings.

Carrie Smith
County Administrator

Becker County Planning Commission
October 30th, 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, County Commissioner Erica Jepson, Nick Bowers, Kohl Skalin, Kim Mattson, Steve Lindow, Tommy Ailie, Harvey Aho and Zoning Administrator Kyle Vareberg. **Members Absent:** Jeff Moritz, Tom Disse, Mary Seaberg, Commissioner John Okeson, and Craig Hall,

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.

Harvey Aho made a motion to approve the minutes from the September 25th, 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. Applicant number two (2) will be forwarded to Burlington Township for final action.

New Business:

1. **APPLICANT: JAA Land LLC** 1949 51st Ave N Moorhead, MN 56560 **Project Location:** 11941 147th St Lake Park, MN 56554 **LEGAL LAND DESCRIPTION:** Tax ID Number: **06.0089.002** Section 07 Township 138 Range 043; 7-138-43 PT SE1/4 NE1/4; COMM NE COR SEC 7, S 2010.2' TO POB; W 387.29', N 675.95', E 388.84', S 674.08' TO POB. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Final Plat for a common interest community consisting of twenty-eight (28) units to be known as TURTLE LAKE TOY LOCKERS.

MOTION: Ailie motioned to approve the application. Skalin second. Roll Call; All in favor. None opposed. Motion carried.

2. **APPLICANT: Sonset Farms, Inc** 12263 Frazee Rd Frazee, MN 56544 **Project Location:** 32611 Co Hwy 10 Frazee, MN 56544 **LEGAL LAND DESCRIPTION:** Tax ID Number: **03.0265.003** Section 27 Township 138 Range 040; 27-138-40 PT SEC 34. PT GOVT LOT 6, 7 (SEC 34). PT GOVT LOT 2 (SEC 34): COMM WLY COR LOT 5 BLK 1 OTTO PK, NW 3699.21', WLY 180.16' TO POB; ELY 180.16',

SE 257.89', E 109.13', NLY 360.3' TO SLY ROW, ELY 600', SLY AL DAGGETT LAND TO TOWN LK, NW AL LK TO PT SLY OF POB, NLY 425.34'. LESS 6.47AC (3-265-2), LESS 4.3AC (3-265-4). (REF 3-265-2). **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Preliminary Plat for a common interest community consisting of seven (7) units to be known as OLD 10 STORAGE.

MOTION: Bowers motioned to approve the application. Ailie second. Roll Call; All in favor. None opposed. Motion carried.

- 3. APPLICANT: John A Amundson & DeeAnn Amundson** 12689 Dorff Beach Rd Audubon, MN 56511 **Project Location:** 12689 Dorff Beach Rd Audubon, MN 56511 **LEGAL LAND DESCRIPTION:** Tax ID Number: **17.1004.000** Section 21 Township 138 Range 042; MORTON OAKLN BCH 2ND LOTS 3 AND 4. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit to replace a retaining wall.

MOTION: Aho motioned to approve the application. Ailie second. Roll Call; All in favor. None opposed. Motion carried.

- 4. APPLICANT: Fortner Remmich Revocable Trust** HC 75 Mountainair, NM 87036 **Project Location:** 32019 Sugar Creek Rd Ogema, MN 56569 **LEGAL LAND DESCRIPTION:** Tax ID Number: **32.0360.000** Section 08 Township 141 Range 040; SUGAR BUSH HGHTS 1ST LOTS 27 & 28 REF 32.0359.000 IN 2013. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit to replace retaining walls.

MOTION: Skalin motioned to approve the application. Bowers second. Roll Call; All in favor. None opposed. Motion carried.

- 5. APPLICANT: Kasey A Klemm** 21467 Dovre Rd Detroit Lakes, MN 56501 **Project Location:** 22500 175th St Detroit Lakes, MN 56501 **LEGAL LAND DESCRIPTION:** Tax ID Number: **02.0170.002** Section 25 Township 139 Range 042; 25-139-42 PT SE1/4 NW1/4: BEG SE COR SE1/4 NW1/4, W 300', N 33.01', N 767.26', E 290.37', S 800' TO POB. TRACT B. **APPLICATION AND DESCRIPTION OF PROJECT:** Request an amendment to an existing Conditional Use Permit; Recorded document number 654801 to remove stipulation number six (6).

93 Vareberg stated that Audubon Township was also requesting that the board consider removal of
94 stipulation number two (2) which states: No travel on the eastside of the campground via 230th
95 Ave.

96
97 One letter was received regarding this application and is entered below:
98

DRAFT

AUDUBON TOWNSHIP

CHAIRMAN: LUKE LANGERUD
CLERK: MISSE PASKEY TREASURER: JAY MEACHAM
SUPERVISORS: PETE ANDERSON & JAKE HEIN

October 24, 2024

Planning and Zoning Department
915 Lake Ave
Detroit Lakes, MN 56501

RE: Kasey Klemm Gravel Pit
Hearing October 30th, 2024

Dear Planning Commission,

The Township board of Audubon has reviewed the proposed amendment to an existing conditional use permit; recorded document number 654801 to remove stipulation number six (6).

The Audubon Township is in support of Kasey Klemm's request in removing the time limitation, stipulation 6.

In addition, Audubon Township would also request consideration by the planning commission to remove stipulation ~~3~~₂, Limiting travel on 230th Ave for Kasey Klemm's Gravel Pit.

Our reasons to support this request are as follows:

- Other gravel pits do not have this limitation and currently use 230th as a "haul road".
- The alternative routes bring truck traffic through two (2) areas of soft roads with sloughs on both sides of the road. Namely 175th St and 220th Ave. These roads will at times suffer adverse effects from the added truck traffic. The 230th Ave route does not have any such areas and is more suitable for truck traffic.
- These alternate routes also bring truck traffic past a subdivision, businesses and several residential homes.

Thank you for consideration.

Respectfully,

Audubon Township

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101 Adam Dunnigan, owner of the Chapel House, stated he would prefer to see them set a new time
102 frame instead of just removing the stipulation. He said it would be nice to eventually see the land
103 reclaimed.

104
105 After some discussion, the Board decided to table the request to amend number (2) in order to
106 allow for proper public notification and feedback before making a decision.

107
108 The Board agreed to move forward with a decision for the request to amend stipulation number
109 six (6).

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111
112 **MOTION: Aho motioned to amend stipulation number six (6) to be a ten (10) year life**
113 **span. Bowers second. Roll Call; All in favor. None opposed. Motion carried.**

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117 **Other Business:**

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119 I) **Tentative Date for Next Informational Meeting: November 20th, 2024; 8:00 am; 3rd Floor**
120 **Meeting Room in the Becker County Courthouse, Detroit Lakes, MN.**

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123 **Since there was no further business to come before the Board, Mattson made a motion to**
124 **adjourn. Ailie second. All in favor. Motion carried. The meeting adjourned at 6:28 pm.**

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129 _____
130 **David Blomseth, Chairman**

131 _____
132 **Jeff Moritz, Secretary**

133
134 ATTEST

135 _____
136 Kyle Vareberg, Zoning Administrator