



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, April 16, 2024 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 972 603 361#

- 8:15 Call the Board Meeting to Order: Board Chair Okeson
 - 1. Pledge of Allegiance
- 8:20 Regular Business
 - 1. Agenda Confirmation 3
 - 2. Minutes of April 2, 2024 5
 - 3. Minutes of April 9, 2024 Special Board Meeting 9
- 8:25 Consent Agenda
 - 1. Auditor-Treasurer
 - a) Regular Claims, Auditor Warrants, and Claims over 90 Days 10
 - b) MCCC 2024-2027 Contract for Aumentum Tax System 11
 - c) February Cash Comparison, Investments, & Sales Tax Report 17
 - 2. Human Services
 - a) Claims - Human Services, Public Health, & Transit
 - 3. Land Use/Environmental Services
 - a) Approve 2024 Tree Planting Bid 20
 - b) Approve Spring 2024 Timber Auction Tracts 24
 - c) Becker County Support for PLMSWA MPCA Grant 29
 - 4. Assessor
 - a) Updated Board of Commissioners Calendar - Board of Appeals Date to June 18, 2024 30
- 8:30 Commissioners
 - 1. Open Forum
 - 2. Reports and Correspondence 32
 - 3. Appointments
- 9:00 County Administrator
 - 1. Report
 - 2. Office Chairs for Boardroom 35
 - 3. Proposal for Training
 - 4. Frazee Economic Development - presented by Karen Pifher
 - 5. ECDF Funding Request - presented by Tammy Anderson and Natalie Bly 42
- 9:30 Auditor-Treasurer
 - 1. License List 47

- 9:35 Information Technology
1. Upgrade All Call System 48
- 9:40 Attorney
1. Retention Pay/Bonuses for Assistant County Attorneys 49
 2. Summer Intern 2024 - Possible Compensation 51
- 9:50 Break
- 9:55 Sheriff
1. Resolution 04-24-2A - 2024 Federal Boating Safety Supplemental Patrol Grant 52
- 10:00 Planning & Zoning
1. Planning Commission Recommendation 02/28/24
 - a) Richard & Darci Strand - Request a Final Plat to be known as Strand Subdivision 59
 2. Comprehensive Plan Update
- Closed Session - Labor Negotiations Strategy
1. Motion to close the meeting pursuant to Minn. Stat. Section 13D.03 Subd. 1(b) 62
- Adjourn



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- Adjourn

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, April 2, 2024, at 8:15 am

LOCATION: Board Room, Courthouse

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

Agenda/Minutes:

1. Agenda – Motion and second to approve agenda (Jepson, Meyer) carried.
2. Minutes – Moved and second to approve minutes of March 19, 2024, with the requested changes (Jepson, Meyer) carried.
3. Motion and second to approve the Consent Agenda and remove the Environmental Services Capital Purchase Request – Floor Sweeper & Scrubber to vote on separately (Meyer, Nelson) carried.
4. Motion and second to approve the Environmental Services Capital Purchase Request – Floor Sweeper & Scrubber from Tennant Company in the amount of \$25,083.75 (Vareberg, Meyer) carried.

Commissioners:

1. Open Forum:
 - None.
2. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Jepson – Crow Wing Watershed, EDA, NPR.
 - Commissioner Meyer – DAC, Lakes Country Services Co-op, Fair Board, Sheriff, Sunnyside.
 - Commissioner Nelson – NRM, NPR, Sunnyside, Sheriff, LARL, Becker County Soil & Water, Employee Recognition, Lakeland Mental Health.
 - Commissioner Okeson – Employee Recognition, Pelican River Watershed, Airport, White Earth Public Hearing, Negotiations, Environmental, Fair Board, PLMSW, 1W1D.
 - Commissioner Vareberg – NRM, EDA.

- Motion and second to approve per diem for Commissioner Jepson and Vareberg for a new tribal relations committee to be formally named later by the Board Chair (Nelson, Meyer) carried.
3. Appointments
 - Motion and second to reappoint Mary Seaberg to District 3 Planning Commission (Okeson, Jepson) carried.
 4. Presentation of BeckerBay contributions of \$2391 to the Becker County Food Pantry.

County Administrator – Human Resources: presented by Carrie Smith.

1. Detroit Lakes High School Career Academy Information: presented by Vern Schnathorst and Aaron Swenson.
2. Report
 - Hiring pools have increased.
 - Today is the closing day for the Assistant County Attorney position.
 - Amanda will be at the Career Fair tomorrow and later at the White Earth Career Fair.
 - Project 412 Bentonville Trip attendees will be Steve Skoog & Mitch Lundeen.
 - Annual Township Meeting on Thursday.
3. Special Board Meeting – April 9, 2024 at 8:15 am
 - Liza from DDA will be online via Teams to finalize the Administrator search parameters prior to the discussion with the White Earth Tribal Leaders.
 - White Earth Tribal Leaders have provided 2 agenda items for the meeting
 - i. Discussion around marijuana.
 - ii. Comprehensive Planning.
 - White Earth Forest Land Transfer Legislation.
 - No Open Forum will be held.
4. Hosting other counties on April 9, 2024 at 1:00 pm.

Auditor-Treasurer: presented by Mary Hendrickson.

1. Motion and second to approve Resolution – 04-24-1A – Minnesota Flyers Gymnastics, MFG Gambling Permit at Frazee Golf Course Inc in Burlington Twp (Nelson, Jepson) carried.
2. Motion and second to approve Combination On/Off Sale w/Sundays – Renewal for Two Inlets Country Store – Robert Peterson – Two Inlets Twp and Jack Pines Resort – Jacob Prouty – Carsonville Twp (Jepson, Meyer) carried.

3. Motion and second to approve On-Sale w/Sundays – Renewal for Tri-Lakes Roadhouse – Gabe Line – Cormorant Twp, Curley’s on Cotton Lake – Deanne Kohler – Erie Twp and T & J Randy’s – Jennifer Goering – Lake Eunice Twp (Nelson, Meyer) carried.
4. Motion and second to approve 3.2 On-Sale – Renewal for Ella Marie’s Café – Emma Mattson – Cormorant Twp (Nelson, Jepson) carried.
5. Motion and second to approve Wine and Strong Beer on Sale – Renewal for Ella Marie’s Café – Emma Mattson – Cormorant Twp (Nelson, Meyer) carried.
6. Motion and second to approve Off-Sale – Renewal for Byer’s Liquors – Dale Byer – Osage Twp, Seven Sisters Spirits – Brad Malstrom – Lakeview Twp and Richwood Off-Sale – John Johnson – Richwood Twp (Nelson, Meyer) carried.
7. Motin and second to approve Seasonal On-Sale – Renewal for Shady Hollow Flea Market – Chad Stenerson – Lakeview Twp (Okeson, Nelson) carried.

Highway: presented by Jim Olson.

1. Motion and second to approve Resolution 04-24-1B – Bituminous Materials Bid Award to Flint Hill Resources in the amount of \$564 per ton (Okeson, Vareberg) carried.
2. Motion and second to approve Resolution 04-24-1C – Dust Control Bid Award to Corbin Excavating, Inc of Sebeka in the amount of \$275,770 (Nelson, Vareberg) carried.
3. Motion and second to approve Resolution 04-24-1D – Weed Spraying – ROW Quote Award to L & M Road Service at \$135 per hour (Nelson, Meyer) carried.

Sheriff: presented by Todd Glander.

1. Motion and second to approve Resolution 04-24-1E – State of Minnesota Annual County Boat & Water Safety Grant Agreement in the amount of \$23,931 (Meyer, Jepson) carried.
2. Motion and second to approve the purchase of Lights & Equipment for the New Sean Born Boat from Code 4 in the amount of \$8,418.26 which is covered by the Boat & Water Grant (Nelson, Meyer) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Comprehensive Plan Update.
 - Bolten & Menk will be presenting at the April 4th Township Meeting.
 - Work Session Meeting tentatively set for April 17th at 10:00 am.
2. Motion and second to concur with the Planning Commission Recommendation for Ethan Thompson – Request for a Conditional Use Permit to operate a U-Pick Flower Business (Jepson, Meyer) carried.

3. Motion and second to concur with the Planning Commission Recommendation for Jarko Properties LLC – Request a Preliminary Plat for Thirty (30) existing units and Forty-One (41) new units known as Elite Shop Condos (Jepson, Vareberg) carried.

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

Motion and second to come out of closed session at 10:33 am (Meyer, Jepson) carried.

Being no further business, Chair Okeson adjourned the meeting at 10:33 am.

/s/	Carrie Smith	/s/	John Okeson
	Carrie Smith		John Okeson
	Interim County Administrator		Board Chair

BECKER COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING

DATE: Tuesday, April 9, 2024, AT 8:15 am

LOCATION: Board Room, Courthouse

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

Agenda:

1. Motion and second to remove White Earth Tribal Leaders discussion on Marijuana and Comprehensive Planning (Meyer, Nelson) carried.
2. Discussion with Liza Donabauer with DDA regarding the County Administrator Search Recommendations.
 - Position Profile approved with changes.
 - Search Timeline Discussed.
 - Position will be posted tomorrow.
3. White Earth Forest Land Transfer Discussion.
 - Eugene Sommers, District II Representative, read a statement written by Chairman Fairbanks.
 - Discussion regarding current proposed legislation.
 - Invitation to go to White Earth Reservation.
 - Becker County Board has passed a resolution opposing the White Earth Forest Land Transfer.
 - Invitation for Tribal Leaders to come to our committees like NRM to supply input and increase our partnership.

Being no further business, Chair Okeson adjourned the meeting at 9:55 am.

/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okeson
John Okeson
Board Chair



BECKER COUNTY BOARD OF COMMISSIONERS
Finance Committee Meeting
Date: Monday, April 15, 2024 at 8:30 AM

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

Administrator - Human Resources

1. Report
2. Office Chairs for Boardroom
3. Proposal for Training

Auditor-Treasurer

1. Claims
2. MCCC 2024-2027 Contract for Aumentum Tax System
3. February Cash Comparison, Investments, & Sales Tax Report
4. Claims Human Services, Public Health, & Transit

Information Technology

1. Upgrade All Call System

Attorney

1. Retention Pay/Bonuses for Assistant County Attorneys
2. Summer Intern 2024 - Possible Compensation

Land Use/Environmental Services

1. NRM
 - a) Approve 2024 Tree Planting Bid
 - b) Approve Spring 2024 Timber Auction Tracts

Sheriff

1. Resolution 04-24-2A - 2024 Federal Boating Safety Supplemental Patrol Grant

Assessor

1. Abatements-Clerical Correction

Adjourn



BECKER COUNTY

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

MEMORANDUM FOR ACTION

Date: 04-10-2024

SUBJECT: MNCCC Master Agreement for Licensed Software, Hardware, and Services
Between Becker County and Aumentum Technologies for Platform software

TO: Becker County Board of Commissioners

Request the board to authorize the County Board Chair sign the Board Ratification Statement between Becker County and Aumentum Technologies and the MN Counties Computer Cooperative

The agreement covers March 1, 2024 through March 1, 2027 for the tax system.

May 2022 Becker County signed a commitment letter with MNCCC for the upgrade.

November 21, 2023, Resolution 11-23-2H authorized \$446,960.00 in Special General Funds to be used for the MNCCC Platform Tax System upgrade.

April 8, 2024 we received a new fee schedule in the amount of \$473,855.00.
Request to increase the allocation of the Special General Fund to the new fee schedule.

Distribution: Board of Commissioners, County Administrator

Point of Contact: Mary Hendrickson, Becker County Auditor-Treasurer

BOARD RATIFICATION STATEMENT

The Board of _____ has ratified the MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE, AND SERVICES between AUMENTUM TECHNOLOGIES (MANATRON, INC.) and the Minnesota Counties Computer Cooperative (MnCCC) on behalf of the Aumentum Tax User Group for the implementation, maintenance and support of the Aumentum Platform software. The Agreement will be effective March 1, 2024 through March 1, 2027 with up to three additional one-year extensions unless the Aumentum Tax User Group votes not to extend the contract and requires MnCCC to provide at least 90-day notice to Aumentum Technologies. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this project.

Signed: _____

Board Chair

Date: _____

Attest: _____

Title: _____

Date: _____

TO: Aumentum Counties Moving to Platform

FROM: Lisa C. Meredith, MnCCC Executive Director
651-401-4201, lisa@mncce.gov

DATE: April 5, 2024

SUBJECT: Aumentum Platform

Greetings,

This memo is a reminder to make sure the Aumentum Platform Contract is ratified by your Board and returned to MnCCC. I have received a few questions regarding payments and when to expect payments to be made. We negotiated a three-year payment plan to allow counties to spread out the payment over the three-year period. The Aumentum User Group has approved the amount of \$700,000 to reduce the costs for counties.

Total One-Time Payments for Upgrade to Platform will be as follows:

Year One (2024):	\$2,469,600
Year Two (2025):	\$1,365,000
<u>Year Three (2025):</u>	<u>\$1,365,000</u>
Total:	\$5,199,600

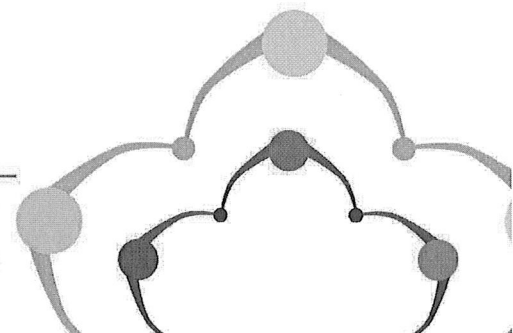
Paid out of Enhancement Fund: \$700,000

County Responsibility: \$4,499,600

Cost Per County: \$449,960

Cost Per County Per Year:

Year One (2024)	\$246,960
Year Two (2025)	\$136,500
Year Three (2026)	\$136,500



Additional Costs:

Public Access Upgrade: \$15,400 one-time fee

If your county is already using Public Access, the cost for the upgrade is \$15,400 and will be due when your county goes live. Washington County will go live in 2025. The remaining counties would go live in 2026.

New to Public Access (optional): \$23,895 one-time fee

If your county is not using Public Access and chooses to add Public Access, the cost will be \$23,895 to implement and will be due when your county goes live, likely in 2026.

Annual Costs: Both one-time fees to move to platform and, if applicable, Public Access fees will be due along with Annual Costs the year your county goes live. Plan for 2026.

Annual Maintenance & Support: \$41,575

Public Access Annual Support*: \$14,686 (with the exception of Washington County with annual cost of \$22,553)

**Public Access Annual Support is only for those counties choosing Public Access and cost is tier-based on parcel count.*

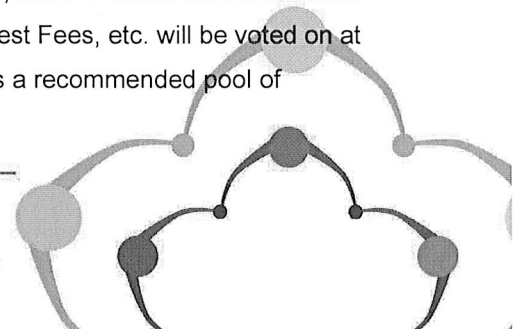
Hosting Costs (Optional) based on parcel count. Costs have been provided to counties using hosting services. Costs can be provided to counties interested in moving to hosting by request.

When will your county be billed?

- MnCCC will invoice all counties for the Year One amount of \$246,960 by June 1, 2024.
- MnCCC will invoice all counties for the Year Two amount of \$136,500 with our annual 2025 fees invoicing in November 2024, which is payable in January 2025. Washington will also have Public Access one-time and annual support fees after go-live in 2025.
- Final payment of \$136,500 will be invoiced the end of 2025 for payment in 2026. Along with any applicable Public Access fees after go-live in 2026.

If your county would like to be invoiced ahead of time and have funds held at MnCCC, you can contact Mike Fox (mike@mnccc.gov) for a member deposit invoice.

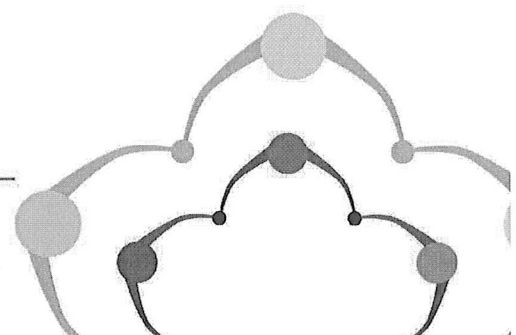
The annual Aumentum Tax User Group business meeting will be held on Tuesday, June 4th at the MnCCC annual conference. Any additional user group fees, including Enhancement Fund, Beta Test Fees, etc. will be voted on at that meeting and may require additional fees be paid by members. Finally, there is a recommended pool of



contingency hour funds (1000 hours) post go-live. This amount still needs planning and user group discussion but would not go into effect until 2026.

The fees chart is attached. If you have any questions or would like additional information, please contact me.

Thank you.



County	Parcel Count	Aumentum Upgrade Service Cost	Upgrade County Cost Spread	2024	2025	2026	Price per 15,400	Price per 23,895	Price per 41,575	Public Access Upgrade	New Public Access One-Time	One Time Total to Upgrade to Platform	Annual Maintenance & Support	Public Access Annual Cost	Hosting	Total Annual Cost
				Year 1 Pilot	Year 2 Payment	Year 3 Payment										
Becker	29,559	\$ 300,000	\$ 449,960	\$ 246,960	\$ 136,500	\$ 136,500		\$ 23,895	\$ 473,855	\$ 41,575			\$ 41,575			\$ 41,575
Clay	28,063	\$ 300,000	\$ 449,960	\$ 246,960	\$ 136,500	\$ 136,500	\$ 15,400		\$ 465,360	\$ 41,575	\$ 14,686		\$ 56,261			\$ 56,261
Clearwater	7,821	\$ 300,000	\$ 449,960	\$ 246,960	\$ 136,500	\$ 136,500	\$ 15,400		\$ 465,360	\$ 41,575	\$ 14,686		\$ 56,261			\$ 56,261
Mower	21,625	\$ 300,000	\$ 449,960	\$ 246,960	\$ 136,500	\$ 136,500		\$ 23,895	\$ 473,855	\$ 41,575		57,931	\$ 99,506			\$ 99,506
Morrison	30,007	\$ 300,000	\$ 449,960	\$ 246,960	\$ 136,500	\$ 136,500		\$ 23,895	\$ 473,855	\$ 41,575			\$ 41,575			\$ 41,575
Nicollet	16,436	\$ 300,000	\$ 449,960	\$ 246,960	\$ 136,500	\$ 136,500		\$ 23,895	\$ 473,855	\$ 41,575		49,252	\$ 90,827			\$ 90,827
Polk	26,511	\$ 300,000	\$ 449,960	\$ 246,960	\$ 136,500	\$ 136,500	\$ 15,400		\$ 465,360	\$ 41,575	\$ 14,686		\$ 56,261			\$ 56,261
Rice	28,535	\$ 300,000	\$ 449,960	\$ 246,960	\$ 136,500	\$ 136,500		\$ 23,895	\$ 473,855	\$ 41,575			\$ 41,575			\$ 41,575
Roseau	13,928	\$ 300,000	\$ 449,960	\$ 246,960	\$ 136,500	\$ 136,500	\$ 15,400		\$ 465,360	\$ 41,575	\$ 14,686		\$ 56,261			\$ 56,261
Washington	106,666	\$ 2,469,600	\$ 449,960	\$ 246,960	\$ 136,500	\$ 136,500	\$ 15,400		\$ 465,360	\$ 41,575	\$ 22,553	76,500	\$ 140,628			\$ 140,628
Totals		\$ 5,169,600	\$ 4,499,600	\$ 2,469,600	\$ 1,365,000	\$ 1,365,000	\$ 77,000	\$ 119,475	\$ 4,696,075	\$ 415,748	\$ 81,297	\$ 183,683	\$ 680,728			

Pilot County Cost: \$2,469,600

Upgrade Cost Per County: \$300,000

County count: 10.00

Hosting for 12 months Data Conversion & Testing: \$30,000

TOTAL PROJECT COST 5,199,600

MnCCC Enhancement Fund: (\$700,000)

County Responsibility: 4,499,600

Cost Per County less Enh Fund Contr: \$449,960

Example		
Yr 1 Pilot	Yr 2 Pymt	Yr 3 Pymt
\$ 2,469,600	\$ 1,365,000	\$ 1,365,000
		Total \$ 5,199,600

Contingency Hours - 1000 hrs - Post Go-Live (billed as as used hours)	\$ 250,000
Public Access Upgrade pricing (5 @ \$15,400) billed separately per county	\$ 77,000

**BECKER COUNTY
CASH COMPARISON**

FUND	February 2023	February 2024	% Change	January 2024
REVENUE FUND				
REVENUE FUND	\$ 11,879,333.00	\$ 12,748,063.62	7.31%	\$ 13,264,760.99
DESIGNATED				
GO BOND SERIES 2022A	(2,183,878.48)	-	-100.00%	-
LAW LIBRARY	40,396.72	13,005.85	-67.80%	14,276.67
ATTORNEY'S FORFEITURES	78,465.15	79,157.22	0.88%	79,157.22
RECORDERS EQUIPMENT	144,420.50	34,564.53	-76.07%	30,259.53
RECORDERS ENHANCEMENT	159,266.58	102,177.58	-35.84%	97,392.58
TRANSIT	197,829.20	167,698.87	-15.23%	208,636.04
2023 PUBLIC SAFETY AID	-	996,097.00	100.00%	996,097.00
TRANSIT LOCAL RESERVE	36,041.09	36,426.09	1.07%	36,426.09
TOTAL REVENUE FUND	\$ 10,351,873.76	\$ 14,177,190.76	36.95%	\$ 14,727,006.12
SPECIAL REVENUE FUNDS				
PUBLIC SAFETY	\$ 1,395,109.19	\$ 1,143,831.92	-18.01%	\$ 2,241,979.49
E-911	66,182.35	201,491.20	204.45%	228,620.62
ROAD AND BRIDGE	4,550,672.34	3,796,146.09	-16.58%	3,761,956.68
HUMAN SERVICES	8,099,612.36	9,613,056.15	18.69%	9,587,117.93
RECREATION	726,989.76	643,161.79	-11.53%	645,501.15
AMERICAN RESCUE PLAN ACT	6,025,771.15	-	-100.00%	-
RESOURCE DEVELOPMENT	975,852.33	1,025,770.19	5.12%	1,025,794.19
ENVIRONMENTAL AFFAIRS	1,971,197.36	1,202,022.96	-39.02%	1,451,649.73
DEBT FUNDS	298,572.68	514,822.93	72.43%	517,972.93
DITCH FUND	1,406.76	215.64	-84.67%	215.64
SUNNYSIDE CARE CENTER	1,835,135.26	2,080,054.70	13.35%	2,191,357.01
NATURAL RESOURCE MGT	243,216.66	151,166.19	-37.85%	141,843.58
GRAVEL RESERVE	545,672.50	572,969.73	5.00%	567,663.84
OPIOID SETTLEMENT FUND	287,420.09	356,757.87	24.12%	356,757.87
LOCAL ASSISTANCE & TRIBAL CONSISTENCY FUND	83,593.59	165,515.18	98.00%	167,187.18
GENERAL - SPECIAL	239,723.48	3,482,301.20	1352.63%	3,608,270.13
TOTAL SPECIAL REVENUE FUNDS	\$ 27,346,127.86	\$ 24,949,283.74	-8.76%	\$ 26,493,887.97
AGENCY FUNDS				
BCCI	\$ 169,072.19	\$ 130,255.23	-22.96%	\$ 130,255.23
TAXES AND PENALTIES	747,213.64	727,414.45	-2.65%	428,621.18
CLEARING FUNDS	329,804.81	451,853.57	37.01%	1,144,298.70
TOTAL AGENCY PASS THRU FUNDS	\$ 1,246,090.64	\$ 1,309,523.25	5.09%	\$ 1,703,175.11
TOTAL CASH & INVESTMENTS	\$ 38,944,092.26	\$ 40,435,997.75	3.83%	\$ 42,924,069.20

Becker County Sales & Use Tax

2014					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	606,000.00	129,165.85	735,165.85	(31,350.71)	703,815.14
2015					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,925,000.00	199,199.05	2,124,199.05	(26,358.15)	2,097,840.90
2016					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,912,893.48	209,748.19	2,122,641.67	(27,908.63)	2,094,733.04
2017					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,172,000.00	233,642.63	2,405,642.63	(29,318.97)	2,376,323.66
2018					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,281,000.00	365,457.85	2,646,457.85	(33,661.93)	2,612,795.92
2019					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,452,000.00	222,944.01	2,674,944.01	(34,367.81)	2,640,576.20
2020					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,563,000.00	279,602.16	2,842,602.16	(36,985.03)	2,805,617.13
2021					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,957,000.00	376,489.88	3,333,489.88	(38,856.08)	3,294,633.80
2022					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	3,230,000.00	485,045.29	3,715,045.29	(38,854.14)	3,676,191.15
2023					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
November		25,992.00	25,992.00	(3,173.11)	22,818.89
December	235,000.00	34,023.52	269,023.52	(3,054.62)	265,968.90
January	251,000.00	24,252.98	275,252.98	(3,076.38)	272,176.60
February	214,000.00	34,982.77	248,982.77	(3,156.08)	245,826.69
March	198,000.00	24,856.10	222,856.10	(3,118.94)	219,737.16
April	231,000.00	32,779.63	263,779.63	(3,088.38)	260,691.25
May	244,000.00	21,709.12	265,709.12	(3,126.88)	262,582.24
June	358,000.00		358,000.00		358,000.00
July	406,000.00	39,763.41	445,763.41	(3,311.24)	442,452.17
August	357,000.00	20,525.95	377,525.95	(3,293.45)	374,232.50
September	387,000.00	16,108.32	403,108.32	(16,108.32)	387,000.00
October	325,000.00	9,733.51	334,733.51	(3,175.32)	331,558.19
November	265,000.00		265,000.00		265,000.00
	3,471,000.00	284,727.31	3,755,727.31	(47,682.72)	3,708,044.59
2024					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
November		21,065.34	21,065.34	(3,124.31)	17,941.03
December	269,000.00	22,058.92	291,058.92	(3,126.30)	287,932.62
January	283,000.00		283,000.00		283,000.00
February			-		-
March			-		-
April			-		-
Mar-State Adj			-		-
April-State Adj			-		-
May			-		-
June			-		-
July			-		-
August			-		-
September			-		-
October			-		-
November			-		-
	552,000.00	43,124.26	595,124.26	(6,250.61)	588,873.65
Grand Total	24,121,893.48	2,829,146.48	26,951,039.96	(351,594.78)	26,599,445.18

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

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

Bolted amounts corresponds to Monthly-Cash Comp

**Becker County
Investment Analysis
February 29, 2024**

<u>Bank or Institution</u>	<u>Investment Number</u>	<u>Interest Rate</u>	<u>Yield Rate</u>	<u>Maturity Date</u>	<u>Book Value(Cost)</u>	<u>Fair Market Value</u>		
<u>American National Bank</u>								
ANB CD	American Natl	23-06	3.940%	3.940%	4/10/24	245,000.00	245,000.00	
<u>Community Development Bank of Ogema</u>								
CDB CD	CDBoO	09-13	4.500%	4.500%	6/17/24	500,000.00	500,000.00	
CDB CD	CDBoO	13-1	5.000%	5.000%	2/15/25	425,000.00	425,000.00	
<u>Midwest bank</u>								
MW CD	Midwest	0-39	4.040%	4.040%	12/8/24	96,000.00	96,000.00	
MW CD	Midwest CDARS	10-09	4.450%	4.450%	7/6/24	1,000,000.00	1,000,000.00	
<u>State Bank of Lake Park</u>								
SBLP CD	State Bank of LP	01-39	4.000%	4.000%	9/30/24	149,869.03	149,869.03	
<u>United Community Bank of Frazee</u>								
UCB CD	UCBoF	23-07	3.710%	3.710%	5/3/25	200,064.30	200,064.30	
<u>Raymond James</u>								
MK	Lake Park-Audubon MN GO	11-6	5.375%	3.652%	2/1/26	500,000.00	505,080.00	
MK	Connecticut St Taxable Go Bond	20-14	3.310%	3.310%	1/15/26	564,114.72	486,495.00	
MK	CD	Bridgewater Bk Bloomington,MN	20-15	0.350%	0.350%	9/1/24	114,000.00	110,964.18
MK	CD	Alcoa Tenn Taxable Bds 2021 B	21-02	0.820%	0.820%	3/1/26	244,054.30	225,867.95
MK	CD	Montgomery Cnty MD Rev Taxable Ref Bds 202	21-06	1.000%	1.000%	4/1/25	303,945.00	287,217.00
MK	FHLB	Federal Home Loan Bank	22-02	4.000%	4.000%	6/29/26	500,000.00	491,030.00
MK	CD	Discover Bank Greenwood, DE	22-07	4.850%	4.850%	11/9/26	244,000.00	247,057.32
MK	FHLB	Federal Home Loan Bank	23-03	4.240%	4.240%	2/17/28	250,000.00	244,447.50
MK	CD	CIBC Bank USA Chicago, IL	23-04	4.950%	4.950%	3/24/26	225,000.00	226,201.50
MK	CD	First St Bk of Dequeen Dequeen	23-06	4.600%	4.600%	7/7/26	100,000.00	100,186.00
MK	CD	HAPO Community Credit UN	23-07	5.250%	5.250%	2/27/26	240,000.00	242,520.00
<u>Wells Fargo Advisors (Formerly Wachovia Securities)</u>								
WFA	FHLBMSUCP	Federal Home Loan Bank Multi Step Up Cpn Bor	21-03	0.500%	0.500%	3/16/26	455,000.00	423,591.35
WFA	CD	BMW Bk North America CD	21-04	0.300%	0.300%	5/14/24	245,000.00	242,493.65
WFA	CD	New York Cmnty Bk CD	21-05	0.350%	0.350%	6/3/24	225,000.00	222,113.25
WFA	CD	Goldman Sachs BK USA CD	21-07	1.000%	1.000%	8/8/26	215,000.00	197,703.25
WFA	CD	UBS Bank USA CD	21-08	0.550%	0.550%	8/26/24	245,000.00	239,541.40
WFA	CD	JP Morgan Chase Bk NA CD	22-01	1.100%	1.100%	1/31/25	245,000.00	236,353.95
WFA	BOND	US Treasury Notes	22-03	2.750%	2.750%	4/30/27	326,476.93	314,001.60
WFA	CD	City Natl Bk - Bev Hi CD	23-01	4.350%	4.350%	1/26/26	245,000.00	243,390.35
WFA	CD	Synchrony Bank CD	23-08	5.050%	5.050%	10/27/26	245,000.00	248,993.50
WFA	BOND	US Treasury Bill	23-09	5.199%	5.199%	4/30/24	1,133,023.48	1,144,158.00
WFA	CD	Comerica Bank CD	23-10	5.450%	5.450%	11/15/24	245,000.00	245,455.70
WFA	CD	Morgan Stanley PVT PK CD	23-11	4.950%	4.950%	6/6/25	245,000.00	244,924.05
WFA	CD	Morgan Stanley BK NA CD	23-12	4.800%	4.800%	12/8/25	245,000.00	245,112.70
WFA	BOND	US Treasury Notes	24-01	3.000%	3.000%	7/31/24	2,010,472.28	1,981,240.00
Total Pooled Investments - Securities						12,226,020.04	12,012,072.53	

Summary of Investments by Type		
	Book Value	Fair Value
CD's	5,128,878.33	5,085,196.95
CDARS	1,000,000.00	1,000,000.00
Jumbo CDs		
Local Gov Issues	500,000.00	505,080.00
Govt. Securities	922,169.02	823,327.13
Treasury	3,469,972.69	3,439,399.60
FNMA	0.00	0.00
FHLBMSUCP	455,000.00	423,591.35
FFCBB		
FHLB	750,000.00	735,477.50
Totals	12,226,020.04	12,012,072.53

Investment Summary by Fund		
Revenue Fund	12,226,020.04	12,012,072.53
	12,226,020.04	12,012,072.53
Fair Market Value Adjustment		(213,947.51)

WE ARE ACCEPTING BIDS FOR A 1-YEAR CONTRACT TO COVER 2024

- Please submit sealed bids (faxes will not be accepted) by 1:00 PM Wednesday, March 22nd, 2024 to:

MACLC Tree Planting
 c/o Carlton County Land Department
 1630 County Road 61
 Carlton, MN 55718
 (218) 384-4288

- Bids can also be returned via email to Mark.Westphal@carltoncountymn.gov. The bids must be received by the above date. Please include "MACLC Tree Planting" in the subject line of the email.
- If you have any questions, feel free to contact Mark Westphal at the Carlton County Land Department at (218) 384-4288.
- Bids will be opened at 1:00 PM on Wednesday, March 22nd, 2024.
- MACLC reserves the right to reject any or all bids at the time of bid opening.

Type	Approx. # of 2024 Seedlings	Bid \$/Thousand	Total (\$)
Regular Planting	232,000	\$ 94.94	\$22,026.08
Inter-Planting	0	\$	\$
Wild Planting	84,450	\$ 119.00	\$ 10,049.55
Total Bid			\$32,075.63



 Contractor's Signature

3/19/2024

 Date

Andrew Harnage

 Contractor's Printed Name

23 Interstate Avenue

 Contractor's Address

Arkansas

 State

72802

 Zip

479-219-5263

 Phone Number

References

MACLC-Tri County *Mark Westphal - phone(218) 384-9179

St. Louis County land & Minerals Dept. *Nate Anderson - phone(218)340-6685

WE ARE ACCEPTING BIDS FOR A 1-YEAR CONTRACT TO COVER 2024

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- MACLC reserves the right to reject any or all bids at the time of bid opening.

Type	Approx. # of 2024 Seedlings	Bid \$/Thousand	Total (\$)
Regular Planting	232,000	\$ 120.00	\$27,840.00
Inter-Planting	0	\$ 0.00	\$ 0.00
Wild Planting	84,450	\$ 200.00	\$16,890.00
Total Bid			44,730.00



Contractor's Signature

Date 03/18/2024

Great Lakes Forestry LLC
 Alfredo Aguilar

Contractor's Printed Name

Contractor's Address

Great Lakes Forestry LLC
 800 Wisconsin St. Mailbox 92
 Eau Claire, WI 54703

State

Zip

Phone Number
 (715)514-1154

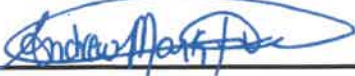
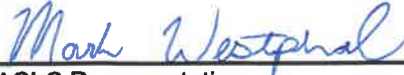
In consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. That the undersigned contractor agrees to plant seedlings for MACLC counties when sites are frost-free and soil temperature reaches 40° F and shall conclude within 21 days of the starting date.
2. That said planting shall be performed in accordance with MACLC specifications for planting bare root or containerized seedlings.
3. That the contractor shall be responsible for providing all necessary tools and equipment.
4. The contractor will plant seedlings as follows:

Activity - 2023	Price per 1000	Approx. Seedlings
Regular plant	\$94.94	232,000
Inter-plant	XX	XX
Wild-plant	\$119.00	84,450

5. Invoices will be sent to the individual MACLC County for processing and payment.
 - **Aitkin County:** Dennis Thompson; 218-927-7364 (office)
 - **Carlton County:** Mark Westphal; 218-384-9197 (office), 612-599-0785 (cell)
 - **Becker County:** Mitch Lundeen; 218-847-0099 (office)
 - **Koochiching County:** Danae Schafer, 218-283-1128 (office)
 - **Beltrami County:** Nick Ronning, 218-333-8414 (office)
6. It is specifically understood and agreed by and between the parties hereto that the contractor performs this contract as an independent contractor and is not an employee of any MACLC counties or any of its agencies. The contractor is responsible for providing all necessary insurance for his or her own protection, as well as being responsible for payment of all applicable taxes.
7. Should the contractor have anyone other than himself or herself performing work under this contract, said individual or individuals shall not be considered employees of any MACLC counties, and the contractor shall be responsible for all appropriate Workers' Compensations, Unemployment, etc.
8. The contractor shall diligently prosecute the work, providing sufficient manpower, materials and other supplies at all times to assure completion of the work in an orderly fashion by the completion date stated in the specifications attachment. The contractor shall at all times keep the work site reasonably neat and clean and shall remove and dispose of all rubbish, trash and refuse from the work area and leave the work site clean. The contractor shall at all times coordinate its work and cooperate with the Counties.
9. The Counties shall have the right at all times during the performance of the work to conduct such tests and inspections as it deems necessary to assure contractor's compliance with this contract. If any work or materials are found not to be in compliance with the specifications, the Counties shall have the right to order such work redone in conformance with this contract. No payment by the MACLC Counties of any sums due pursuant to this contract shall be interpreted as a waiver of any defect in labor and materials.
10. The MACLC Counties shall have the right to order changes in the work at any time. The contractor shall proceed with such changes immediately upon receipt of a written change order signed by the County. The contract price and the completion date specified shall be equitably adjusted to reflect any increase or decrease in the work. Upon the County's request, the contractor shall provide satisfactory evidence from which contract price adjustments can be made.
11. The contractor shall conduct the work in a safe and prudent manner in compliance with all applicable federal, state and local safety laws, rules and regulations and all safety rules of the MACLC Counties. The contractor shall use extreme care to prevent fire and shall store all flammable materials only in compliance with County regulations.
12. The contractor shall, in its performance of the work, comply with all applicable codes and industry standards and with all applicable federal, state and local laws, rules and regulations, including but not limited to, the requirements of the Federal Occupational Safety and Health Act, Center for Disease Control and Prevention (CDC) COVID-19 guidelines, the Federal Fair Labor Standards Act of 1938 as amended, the Minnesota State Worker's Compensation Laws, and all applicable Civil Rights laws, rules and regulations.
13. The contractor shall promptly pay all laborers, subcontractors or materialmen connected with the work and if any shall file liens against the work, the contractor shall promptly obtain a release of any such lien or post a bond indemnifying the County against all loss by reason of such lien. The MACLC Counties shall have the right, prior to making any payment due under this contract, to require the contractor to deliver lien waivers duly executed by itself and each of its subcontractors and materialmen for all work done prior to such payment.
14. If the contractor is insolvent or commits any act of bankruptcy, or if the contractor fails, for a period exceeding 48 hours, to supply sufficient manpower and material to diligently prosecute the work or shall otherwise breach its obligations under this contract, the MACLC may terminate this contract for cause, exclude the contractor from the work site and finish work by means as it may see fit.

In the event of such termination, the contractor shall supply MACLC with a statement of its uncompensated costs incurred prior to the effective date of such termination and MACLC shall within 30 days verify the amount claimed and pay such amount to contractor along with any retainage held by MACLC, provided that if the termination is for cause (such as contractor's bankruptcy or breach), MACLC shall be entitled to retain an amount sufficient to offset damages incurred as a result of the contractor's breach.

 Contractor	4/1/2024 Date
 MACLC Representative	4/8/2024 Date

Bid Summary – 2024 Tree Planting

Becker County NRM Dept. requested bids to plant 100,000 tree seedlings on 6-8 sites covering +/- 125 acres. The total cost for Becker County to plant all trees in 2024 will be approximately \$10,841.36.

Bid Opening took place on Friday March 22nd, 2024 at 1:00 pm

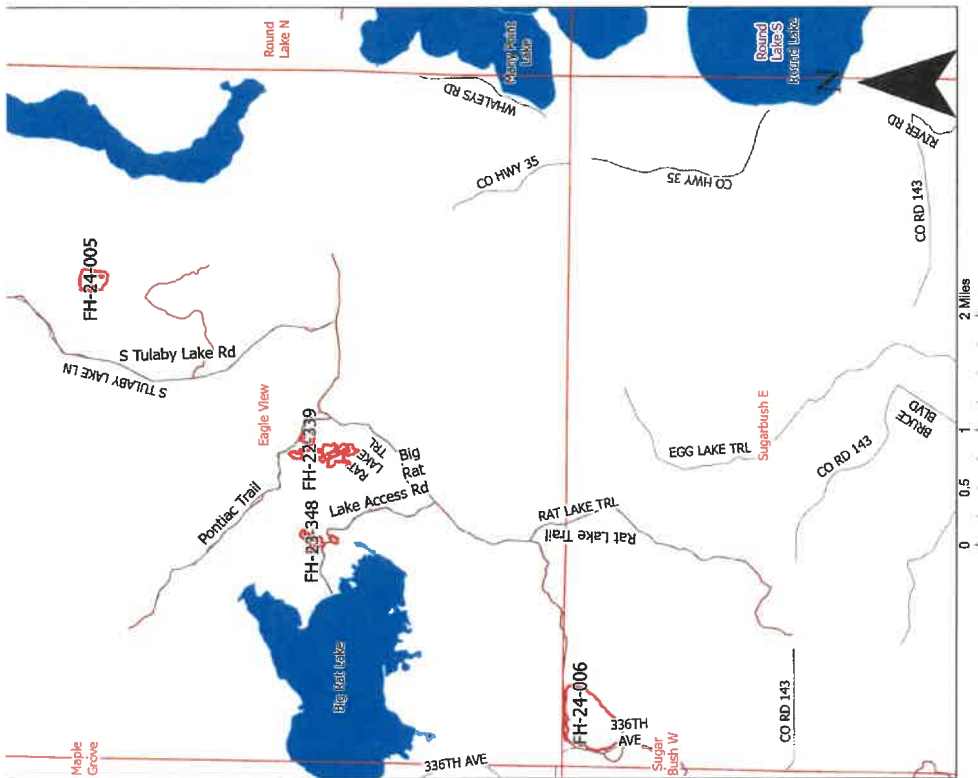
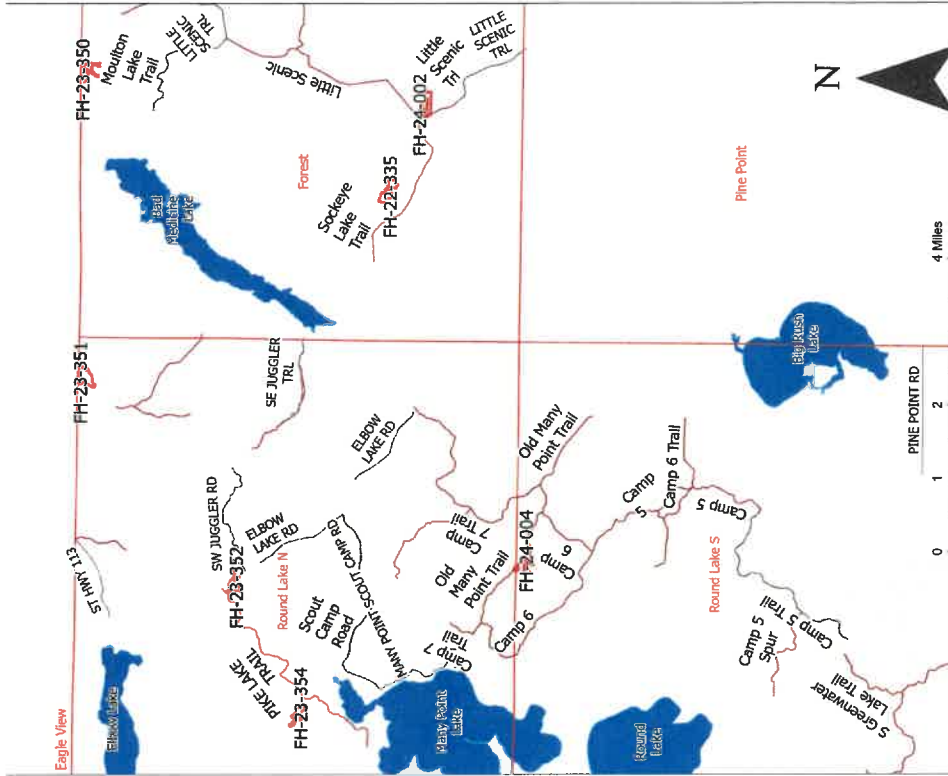
Summary of Bids Received for 2024 Tree Planting

BIDDER	ADDRESS	\$ per thousand/regular	\$ per thousand/wild (non-trenched)
Andrew Harnage (Superior Forestry)	23 Interstate Avenue Russellville, Arkansas 72802	\$94.94	\$119.00
Alfredo Aguilar (Great Lakes Forestry LLC)	800 Wisconsin St Mailbox 92 Eau Claire, WI 54703	\$120.00	\$200.00

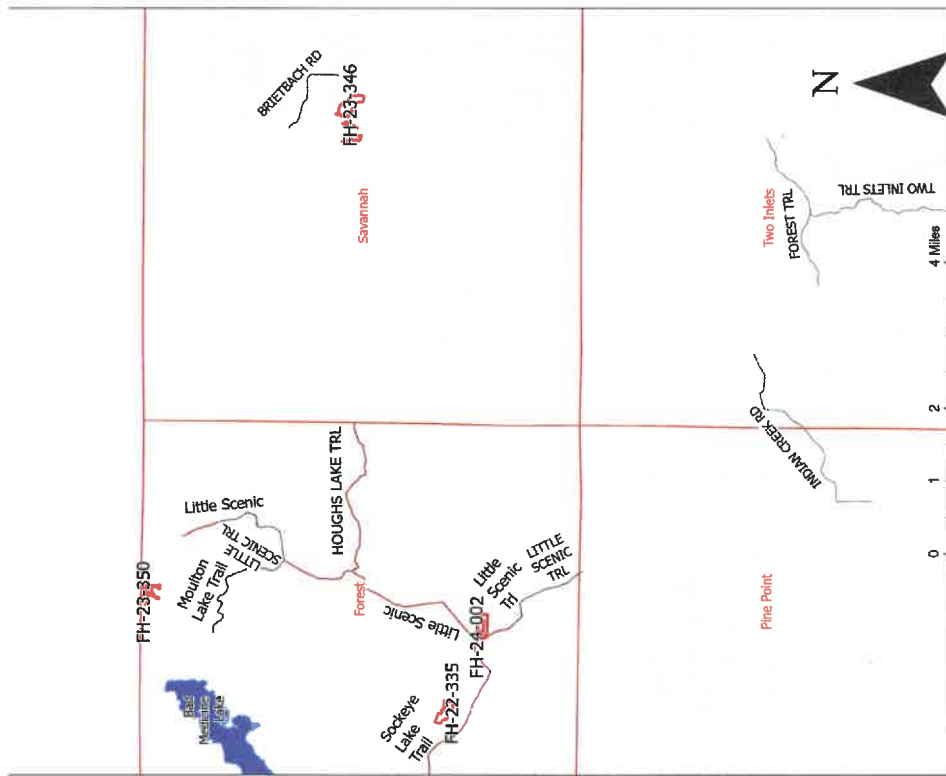
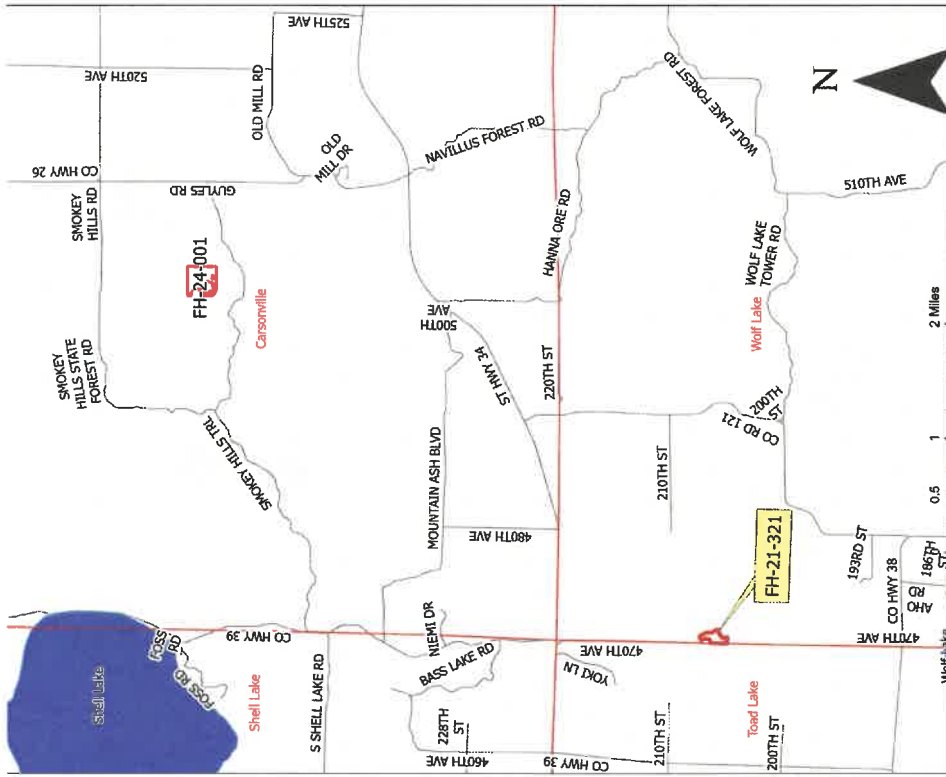
Recommend accepting:

The low quote received; Superior Forestry at \$94.94 per thousand trees planted (regular) and \$119.00 per thousand trees planted (wild, non-trenched).

Spring 2024 Timber Sale Tracts Map



Spring 2024 Timber Sale Tracts Map





BECKER COUNTY

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7311

MEMORANDUM FOR ACTION

Date: April 16, 2024

SUBJECT: Approve Spring 2024 Fall Timber Auction Tracts

TO: Becker County Board of Commissioners

1. Discussion: Approve 15 Timber Sale Tracts to be offered at the May 3rd Timber Auction. Total acres offered are 421 acres. Total cords offered are 9,189. Appraised value of \$153,105.00.
2. Action request: Seeking a motion to approve 15 tracts to be offered at the spring 2024 timber auction.
4. The point of contact for this memorandum is Mitch Lundeen/Steve Skoog

Distribution: Board of Commissioners, County Administrator

Summary of Timber Tracts Offered. Spring Auction May 3rd, 2024

Tract	Project #	Permit #	Description (Sec-Twp-Range)	Acres	Volume (Cords)	Total Cords	Appraised Value	25% Down Payment
1	FH-24-006	24-01A	Sugar Bush E SE1/4 NW1/4, NE1/4 SW1/4, S1/2 NE1/4, W1/2 SE1/4 6-141-39	123.25	Oak, Mixed- 1100 Aspen, Mixed-995 Sugar Maple, Mixed-530 Basswood, Mixed-130 Birch, Mixed-70	2825	\$41,215	\$10,303.75
2	FH-23-346	24-02A	Savannah NW1/4 SW1/4, E1/2 SW1/4, SW1/4 SW1/4, W1/2 SE1/4, 14-142-36 NE1/4 SE1/4, SE1/4SE1/4, SW1/4 SE1/4 15-142-36 NE1/4 NW1/4 23-142-36	44.61	Aspen Mixed – 855 Birch Mixed – 135 Jack Pine, Pulp- 5 Balsam Fir Mixed – 5 Northern Hardwood-10	1010	\$17,750	\$4,437.50
3	FH-24-001	24-03A	Carsonville SW1/4 SW1/4 15-140-37	30.94	Aspen Mixed – 500 Norway Pine-95 Red Oak Mixed – 145 Birch Mixed- 120 Sugar Maple Mixed- 40 Jack Pine Mixed- 30 Balsam Fir Mixed- 5	935	\$17,635	\$4,408.75
4	FH-22-339	24-04A	Eagle View NE1/4 SE1/4, NW1/4SE1/4, SE1/4 SE1/4.SW1/4 SE1/4 21-142-39 W1/2 NE1/4 NE1/4, W1/2 NE1/4 28-142-39	33.34	Aspen Mixed – 540 Birch Mixed – 160 Northern Hardwood Pulp-12	712	\$11,980	\$2,995.00
5	FH-23-351	24-05A	Round Lake N NE1/4 SW1/4, N1/2 NW1/4 1-142-38	24.18	Aspen Mixed – 550 Birch Mixed – 30 Jack Pine Pulp- 5	585	\$10,780	\$2,695.00
6	FH-22-335	24-06A	Forest W1/2 NW1/4 28-142-37 E1/2 NE1/4 29-142-37	19.76	Aspen Mixed – 500 Birch Mixed – 15 Jack Pine Mixed- 60	575	\$10,010	\$2,502.50
7	FH-24-002	24-07A	Forest N1/2 SW1/4 27-142-37	19.04	Aspen Mixed- 190 Red Pine Mixed- 90 Oak Mixed- 60 Jack Pine Mixed- 40 Birch Mixed 10	390	\$9,130	\$2,282.50
8	FH-24-005	24-08A	Eagle View SW1/4 SW1/4 11-142-39	21.22	Aspen mixed- 330 Basswood mixed- 100 Red pine mixed- 30	460	\$7,570	\$1,892.50
9	CT-24-63	24-09A	Forest S1/2 NW1/4 2-142-37 SE1/4 NE1/4 3-142-37	25.79	Norway Pine Bolts- 90 Norway Pine Pulp- 200 Jack Pine Pulp- 10 White Spruce Pulp- 5 Birch Pulp- 5	310	\$4,590	#1,147.50
10	FH-23-352	24-10A	Round Lake N SW1/4 NW1/4, NE1/4 NE1/4, S1/2 SE1/4, NW1/4 NE1/4, S1/2 NE1/4	16.8	Aspen Mixed- 210. Birch Mixed- 40. Northern Hardwood Pulp- 12	262	\$4,510	\$1,127.50

Summary of Timber Tracts Offered. Spring Auction May 3rd, 2024

11	FH-23-348	24-11A	Eagle View E1/2 SE1/4 20-142-39 W1/2 SW1/4 21-142-39	12.2	Aspen Mixed- 220 Birch Mixed- 10 Balsam Fir Mixed- 5 White Spruce Pulp- 5	240	\$4,345	\$1,86.25
12	FH-23-350	24-12A	Forest SE1/4 NW1/4, SW1/4 NE1/4 3-142-37	14.99	Aspen Mixed-190 Birch Mixed- 30 Jack Pine Mixed- 15 Norway Pine Bolts- 4 Norway Pine Pulp- 1	240	\$4,150	\$1,037.50
13	FH-24-004	24-13A	Round Lake N S1/2 SE1/4, SE1/4 SW1/4 33-142-38 Round Lake S N1/2 NW1/4 3-141-38 N1/2 NE1/4 4-141-38	12.01	Aspen Mixed- 185 Birch Mixed- 75	260	\$4,265	\$1,066.25
14	FH-23-354	24-14A	Round Lake N S1/2 SE1/4 18-142-38 N1/2 NE1/4 19-142-38	13.4	Aspen Mixed- 130 Birch Mixed- 40 Balsam Fir Mixed- 25 White Spruce Mixed- 25	220	\$3,195	\$798.75
15	FH-21-321	24-15A	Wolf Lake SW1/4 NW1/4 7-139-37	10.8	Aspen Mixed- 110 Birch Mixed- 55	165	\$2,090	\$522.50



COUNTY OF BECKER

Board of Commissioners

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

April 16, 2024

RE: Statewide Recycling Market Development Grant
Ash Recycling for Road Construction

To Whom it may concern:

Becker County is a member of the Prairie Lakes Municipal Solid Waste Authority (PLMSWA). As a 22% owner much of our municipal solid waste (MSW) is diverted from landfilling by processing at PLMSWA's Perham Resource Recovery Facility (PRRF) in Perham, Minnesota.

Currently, ash generated from resource recovery is disposed of in an ash monofil landfill. PLMSWA has investigated the feasibility of cleaning the ash for use in road construction. Our consultant has concluded that the ash can be safely incorporated in the roadbed, resulting in equal or stronger roads than without ash. PLMSWA is currently applying for a Case Specific Beneficial Use Determination (CSBUD) from the Minnesota Pollution Control Agency. The concept of recycling material instead of landfilling lives in harmony with Minnesota's waste management hierarchy to create circular and sustainable solutions.

Becker County and our partner counties have invested in resource recovery as part of a regional integrated waste management system. I am submitting this letter of support for PLMSWA's grant application to build an ash recycling market in our region; and promote ash recycling across Minnesota.

John Okeson
Chairman of the Board
Becker County

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 12-23-2G

Approval for Scheduled Meeting Dates for 2024

WHEREAS, the Becker County Board of Commissioners has determined that when "in session" it is in the best interest of the County to be able to take action on issues before the board; and

WHEREAS, all scheduled meetings are posted and advertised in accordance with Minnesota Statute; and

NOW THEREFORE BE IT RESOLVED. That the Becker County Board of Commissioners will meet in a Regular Business Session on the following Tuesdays of each month and also on other dates as listed, if required, can conduct business at these meetings.

IT IS FUTHER RESOLVED that a schedule of meetings for the coming year is hereby approved, and any deviation or addition to this schedule will be posted by the County Administrator as required by Minnesota Statute. The agenda for each of these meetings will be posted and/or published, and distributed by the County Administrator; however, this Resolution containing the 2024 schedule is considered an official posting for all meetings. The Regular Board meetings will start at 8:15 am in the Board Room at the Becker County Courthouse, or alternate site as posted.

January	2**		16		**Organizational & Regular
February	6		20	7-8*	*AMC Drainage Conference
				10-13*	*NACo Legislative Conference
				21-22*	*AMC Legislative Conference
March	5		19	27-79*	*AMC Leadership Summit
April	2		16		
May	7		21		
June	4	13** 18**	18		**Board of Appeals – 6:00 pm
July	2		16	12-15*	*NACo Annual Conference
August	6		20		
September	3		17	11-13*	*AMC Fall Policy Conference
October	1		15		
November	5		19		
December	3	12**	17	9-11*	*AMC Annual Conference
					**Truth in Taxation – 6:00 pm

Duly adopted this 19th day of December, 2023, at Detroit Lakes, MN

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Pat Oman
 Pat Oman
 County Administrator

/s/ Barry Nelson
 Barry Nelson
 Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held December 19, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

Naloxone Effects on Drug Use

[Does naloxone provision lead to increased substance use? A systematic review to assess if there is evidence of a 'moral hazard' associated with naloxone supply](#) (2022)

- *“This systematic review did not find evidence that [take home naloxone] provision leads to increased substance use or overdose. Notably, it highlighted a gap in current studies involving [take home naloxone] programs, which mostly lacked rigorous longitudinal measures of substance use.”*

[No Evidence of Compensatory Drug Use Risk Behavior Among Heroin Users After Receiving Take-Home Naloxone](#) (2017)

- *“This analysis found no evidence of compensatory drug use following naloxone/overdose training among two groups of heroin users. These findings support the acceptance and expansion of naloxone distribution to at-risk populations and may assist in allaying concerns about the potential for unintended negative consequences on drug use.”*

[Naloxone expansion is not associated with increases in adolescent heroin use and injection drug use: Evidence from 44 US states](#) (2023)

- *“Our findings do not support the hypothesis that broader availability of naloxone between 2007 and 2019 increased heroin use or injection drug use among adolescents and suggest that increased adolescent drug use as an unintended consequences of naloxone availability is an unfounded concern. Efforts to improve naloxone access should continue to be an urgent public health priority...”*

[Opioid overdose prevention and naloxone rescue kits: what we know and what we don't know](#) (2017)

- *“Some opioid prescribers [25] and policymakers [26] are concerned about “risk compensation,” meaning that having a naloxone rescue kit may increase risky opioid use. Well-designed observational studies have shown reductions in community level opioid overdose death rates where [opioid overdose education and naloxone distribution] has been implemented [21, 22], and reduced opioid-related emergency department visits among chronic pain patients who were co-prescribed naloxone rescue kits [13]. Thus, if there is any substantial increase in risky behavior due to risk compensation, it is outweighed by the important benefits of [opioid overdose education and naloxone distribution]. The concern about risk compensation is similar to other key public health interventions, such as seat belts to prevent motor vehicle deaths, vaccination and condoms to prevent sexually transmitted infections, and needle-syringe programs to prevent infectious disease transmission. Studies that have looked for risk compensation from naloxone access among people who use heroin, have found no clear evidence of it [27, 28]. This is likely because people who use opioids are very averse to naloxone induced opioid withdrawal, and opioid overdose education may reduce incremental risky behaviors.”*

Effects of Stigma

[Effect of Exposure to Visual Campaigns and Narrative Vignettes on Addiction Stigma Among Health Care Professionals](#) (2022)

- *In this randomized clinical trial, messages about nonstigmatizing language and effective medication for the treatment of OUD were associated with reductions in stigma toward people with OUD among health care professionals. Stigma-reduction efforts targeting health care professionals may improve health care system capacity to serve people with OUD.*

[Public Perceptions of Community Pharmacy-Based Naloxone Services: A National Cross-Sectional Survey](#) (2022)

- This study highlights the general public's awareness, knowledge, beliefs, comfort, perceived barriers, abilities, and communication preferences related to community naloxone access. The questions were specifically about community pharmacy access, but I think the study does a great job of underscoring the stigma that exists around naloxone despite the positive attitudes toward it as a safety tool.
- *"...perceived barriers to utilization of community pharmacy-based naloxone services were centered around social factors in the current study. For example, major barriers revolved around discomfort asking the pharmacist about naloxone and fear of neighbors, family, or friends finding out. This fear of perceived stigma has been reported in multiple previous studies regarding naloxone provision [7,14,27,28,29], and points toward the need for organizational changes within community pharmacy operations such as storewide loudspeaker advertisements, posters, and bag stuffers in order to reduce stigma and normalize provision of naloxone [10,30]."*
- *"In terms of communication preferences, respondents preferred a general advertisement (such as a flyer or brochure) or universal offer of naloxone in comparison to a targeted offer from their pharmacist."*
 - This is the foundation of our NAP program. Presenting naloxone in a positive regard as a public health tool, creating a non-judgmental environment where people feel comfortable seeking a kit.

 [NAP Support Studies Sources.docx](#)

Understanding Naloxone Use & Access

- ❖ Naloxone is a life-saving medication that can reverse an overdose from opioids including Heroin, Fentanyl, and prescription opioid medications.
- ❖ Naloxone is a vital tool in preventing overdoses from becoming fatal, making it a primary and accepted standard of care for opioid overdose.
- ❖ Naloxone is easy to use, and medical training is not required.
- ❖ Anyone can carry Naloxone to help respond to an overdose and it is not just for people with an opioid or substance use disorder.
- ❖ It is common for community-based organizations or local health departments to offer Naloxone at no cost.
- ❖ Naloxone can't be taken prior to using drugs to prevent an overdose.
- ❖ Several recent studies show that access to Naloxone does not lead to riskier patterns of opioid use.
- ❖ Study results support the acceptance and expansion of Naloxone distribution to at-risk populations.
- ❖ Recipients of Naloxone report a noxious physical response and desire to avoid receiving Naloxone again, which has resulted in them using opioid more cautiously when Naloxone is available to avoid the experience of a precipitated withdrawal.

Sources:

Center for Disease Control and Prevention. (2023, January). *Frequently Asked Questions about Naloxone*.
<https://www.cdc.gov/stopoverdose/naloxone/faq.html>

Naloxone expansion is not associated with increases in adolescent heroin use and injection drug use: Evidence from 44 US states. (2023)
<https://www.sciencedirect.com/science/article/abs/pii/S0955395923000294?via%3Dihub>

No Evidence of compensatory drug use risk behavior among heroin users after receiving take-home Naloxone. (2017) <https://www.sciencedirect.com/science/article/abs/pii/S0306460317301119?via%3Dihub>

Nobody Wants to Be Narcan'd: A Pilot Qualitative Analysis of Drug Users' Perspectives on Naloxone. (2021)
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7972385/>

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
64460	04/05/24		BEC001	Peggy Akers	

Quote To

County of Becker
 915 Lake Ave
 Detroit Lakes MN 56501-3403

Ship To

Peggy Martin
 County of Becker
 915 Lake Ave
 Detroit Lakes MN 56501-3403

Phone +1 (218) 846-7201

Phone +1 (218) 846-7201

peggy.martin@co.becker.mn.us

Terms 50% Dep Bal Net 10

Sales Location Connect Interiors Detroit Lake

Expiration Date 05/05/24

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
Pricing valid for 15 days 50% deposit due with order Company use only Salesperson signature _____ 2nd Signature _____				
BEG	Subsection	Hon Cofi		
1	7	HCFEU HON Cofi Executive Height Chair Select Control Option .W0 Weight Activated Select Cylinder Option .STC Standard Cylinder Select Arm Type .F Fixed Select Caster Option .H Black Hard Caster Select Upholstery \$(1) Grade 1 Uph .CU Centurion 10 Black Back Stitch Opts .SLB Solid Stitch TC00 Coordinating	543.59	3,805.13

Accepted by _____ Title _____ Date _____

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
64460	04/05/24		BEC001	Peggy Akers	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		Select Base Type .SB Standard Base		
			Subsection Sub Total	3,805.13
			(Not Included In Grand Total) Subsection Total	3,805.13
END	Subsection			
BEG	Subsection	AIS Auburn Chair		
2	1	7700 AIS Auburn Black Conference Chair - Express Assembly Options CP-CH-NO-AS Knocked Down	520.00	520.00
			Subsection Sub Total	520.00
			(Not Included In Grand Total) Subsection Total	520.00
END	Subsection			

QUOTATION TOTALS				
			Sub Total	0.00
			(Total Excludes Some Lines) Grand Total	0.00

End of Quotation

Accepted by _____ Title _____ Date _____



AUBURN™

Seating

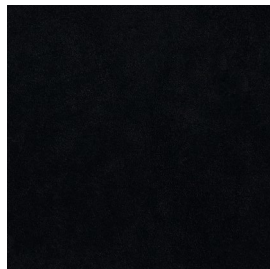
Three Day Express Shipping

AIS

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Auburn is designed to please, from its sophisticated lines and all-day comfort to its surprisingly affordable price. And it's available to ship in just three days through Express Seating.

Three Ways, Three Days.



Auburn Express Black



Auburn Express Grey



Auburn Express Ivory



Smooth, durable, and standard with antimicrobial, our Grade A non-PVC polyurethane upholstery is stunning and functional.

Features and Options

- Standard polished aluminum base
- Weight-activated synchro-tilt mechanism (automatic tension)
- Pneumatic seat height adjustment up to 3.8"
- Fixed aluminum arm with polymer armrests
- Seat depth adjustment up to 2.06"
- 4-Position back-lock
- Express Program (three-day ship)



Auburn Conference and Executive

Weight	40lbs
Depth	30.25"
Height	38.5-42.25"
Seat width	18.40"
Lumbar apex	5.75"
Back height	23.50"
Armrest height	7.70"
Width between armrests	19.30"
Seat depth adjustment	2.06" (17.19-19.25")
Seat height	16.5-20.3"
Armrest length	7.0"

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800.434.7400 | 978.562.7500 | www.ais-inc.com | info@ais-inc.com | 8/2020 | AUBPS

AIS

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You never get a second chance to make a first impression - so why not make a memorable one with Cofi? This eye-catching seating solution supports individual needs throughout the day with its upscale design and easy control mechanisms. Fine stitching, premium materials, and endless customization options make it easy to celebrate your unique style - and with its thoughtful detailing, and contemporary back, finish, and fabric choices, closing the deal has never been more stylish or sophisticated..

Cofi-Executive Height Chair



Bill of Materials

SKU	Description	Qty	Totals
HCFEU.W0.STC.P.H.DAV13.CHST C04.PA	Fabric Options: Single Fabric; Seat Material: Leather; Control: Weight-Activated; Cylinder: Standard Cylinder; Arms: Fixed Polished Aluminum Arms; Caster: Black Hard Caster; Fabric: Davenport Leather Camel (Grade L1); Back Stitch: Channel Stitch; Stitch Color: Black; Base Type: Polished Aluminum	1	\$2296
			Total: \$2296.00

Disclaimer and Notice

This tool is created for illustrative purpose only. It is not designed to meet the intricacies of all customer orders, and it is not inclusive of all costs, including but not limited to taxes, inflation, delivery, installation, specials, or customizations. While efforts have been made to ensure that the tool provides a reasonable estimation of furniture cost and savings based on the data input, the results should not be used as a substitute for quotes from HON's trade partners. HON's trade partners are responsible for providing final specification, accuracy checks, specification completeness, designs, and pricing which meet customer expectations prior to ordering. The information that you provide may be shared with HON's trade partner to facilitate the ordering and quoting process. This tool is not meant to be a tax advice as each tax situation is unique. Please consult your tax professional to confirm benefits and changes year-to-year

Limitations of Liability

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April 10, 2024

Early Care & Development of Becker County
912 McKinley Ave, #101
Detroit Lakes, MN 56501

Becker County EDA
Cody Piper
913 Lake Ave
Detroit Lakes, MN 56501

Dear Becker County officials,

As you are aware, Becker County is still facing a childcare crisis. In 2018, First Children's Finance analyzed childcare in Becker County. They found there was a shortage of 667 childcare slots for children under 5. As our communities have grown, it can be assumed there is now an even greater deficit. This means that if Becker County residents or prospective residents can't find quality care for their children, then they may not be able to live or work in Becker County. They may consider moving away, or quitting their job to stay home with their children because they have no other option. Whatever the scenario may be, it's likely to hurt our local economy.

There is no one-size-fits-all solution to solve our childcare shortage. However, the Early Care & Development Foundation (ECDF) has proved to be an impactful tool in the tool chest. To date, through utilization of previously granted ARPA funds, private donations, and support from both large and small local businesses we've successfully supported Becker County childcare by distributing over \$26,000 in grants! The impact of these funds spanned 4 communities and benefited over 220 of Becker County's youngest residents.

ECDF's focus for each grant cycle is Growth and Retention of New and Existing providers for initiatives such as:

- Training/Professionalism
- Capacity/Expansion
- Supplies/Equipment/Facility Improvements/Safety/Licensing
- Staffing Support

To qualify, the childcare program must be located in Becker County, be licensed as a Rule 2 or Rule 3 childcare provider or be in the process of becoming licensed and be in good standing with their license.

We are proposing that Becker County take the remaining balance of the ARPA dollars that are allocated for childcare and use them to support the Early Care & Development Foundation of Becker County.

Benefits of supporting the ECDF of Becker County are:

- Growth and retention of Becker County childcare providers
- Workforce retention and recruitment
- The original intent of the Becker County Child Care ARPA dollars will be fulfilled
- Helps address current childcare needs and those in the future
- Funds reach the entire county
- Communities see positive solutions in action

Your support is important because childcare *is* the economic driver for rural communities. The connection is clear: when our children thrive, so do our communities. Investing in early care and education is not only the right thing to do for our youngest citizens, but the best thing to do for our economic growth and prosperity.

Thank you for your time and consideration.

Kelsey Varty

Kelsey Varty, ECDF Board Chair
Early Care & Development Foundation of Becker County
912 McKinley Ave, #101
Detroit Lakes, MN 56501
ecdfofbeckercounty@gmail.com

When we invest in children's earliest years, we get a lifetime of results for our children, communities and beyond.

Questions? Want to learn more?
Email us at:

ecdfofbeckercounty@gmail.com



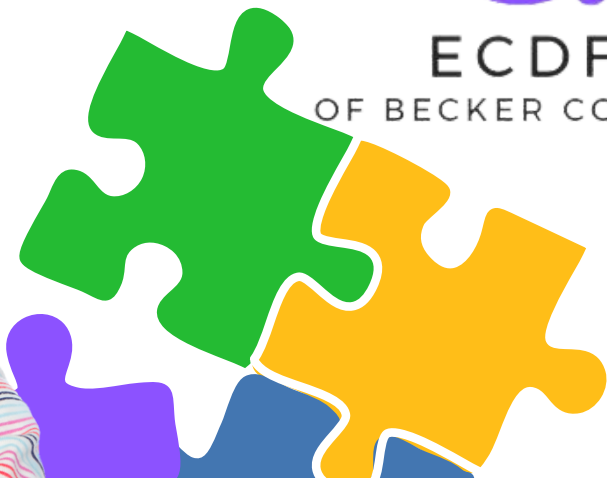
WHY IT MATTERS

If families can't find quality child care then they won't move to our communities, or they will be forced to move away, or they might consider quitting their job to stay home with their children because they have no other option.

**When children thrive
so do our Becker
County communities**



ECDF
OF BECKER COUNTY





The Need

First Children's Finance conducted a needs analysis of the child care needs in Becker County. The analysis revealed:

- Becker County has a child care shortage of over 600 spots especially infant and toddler care
- The child care shortage has severely impacted parents living in Becker County
- Nearly 33% of survey respondents declined employment or withdrew from the workforce due to child care issues.

E.C.D.F Early Care & Development Foundation of Becker County

The Early Care & Development Foundation (ECDF) of Becker County was created in 2022 by a group of leaders in our communities who wanted to create long-term child care solutions throughout Becker County.

Through a grant application process, the funds will be used for growth and retention of child care in Becker County. Funds will be awarded to projects and initiatives for:

- Training/Professionalism
- Capacity/Additional Support
- Equipment/Facility Improvements
- Awareness/Appreciation



Your Support Matters!

Your tax-deductible donation will stay in Becker County and support our mission to strengthen children, families, and workforce in our communities through supporting child care now and into the future.

Checks payable to fiscal host
West Central Initiative c/o ECDF
address:

921 McKinley Ave, #101
Detroit Lakes, MN 56501

To make a secure online donation scan
code below.





Early Care & Development Foundation of Becker County

Fall 2023 Grant Impact

- ☐ 29 Applicants
- ☐ 21 Awards
- ☐ 4 Communities Benefited
- ☐ 75 Children in Center Based Care Benefited
- ☐ 146 Children in Home Based Care Benefited
- ☐ \$26,732 Grant Dollars Awarded
 - o \$16,416 Awarded for Growth
 - o \$10,316 Awarded for Retention



BECKER COUNTY BOARD OF COMMISSIONERS MEETING 4/16/2024

BECKER COUNTY AUDITOR TREASURER

Temporary 1-4 Day On-Sale Liquor License

1. Detroit Lakes Lions Club (at We Fest) – Jim Granger – July 31,2024 – August 3, 2024

On/Off-Sale w/Sundays – Renewal

1. Toad Lake Store – Cynthia Knoll – Toad Lake Twp
2. Charlie’s Place – Jeffrey Duggar – Height of Land Twp
3. Hooligans Lakeside – Todd Jacobson – Lake Eunice Twp

On-Sale Liquor License w/Sunday Sales - Renewal

1. We Fest – Raymond Midthune – Lakeview Twp



BECKER COUNTY

IT Department

915 Lake Avenue • Detroit Lakes, MN 56501
218-846-7230

MEMORANDUM FOR ACTION

Date: 4/16/2024

SUBJECT: Revolution All Call

THROUGH: IT Department, Courthouse Committee and Finance Committee

TO: Becker County Commission

1. References:

Revolution is designed to revolutionize communication during critical incidents or emergencies. It provides organizations with advanced tools for emergency notification.

- Smart IP Button
- Connects directly to the network to provides a complete, immediate solution for worst-case emergencies
- Send an instant alert to all phones, cell phones and Laptops/PCs that are part of the assigned system
- Send a pre-recorded message to any phone number, including 9-1-1.

2. Discussion: All Call (Revolution) Consulting and Panic Buttons

Description	Quantity	Cost	Total
Marco Consulting			\$8,000
Physical Panic Buttons	22	\$350	\$7,700
Total			\$15,700

3. Funding

- a. Funding LATCF (Local Assistance and Tribal Consistency Fund)

4. Action – recommend approving the quote for consulting to have a functioning All Call system with physical panic buttons. The expected cost \$15,700.00

5. The point of contact for this is Judy Dodd, IT Director, 218-846-7200 X7332

Memo

To: Becker County Commissioners
Thorough: Becker County Finance Committee
Cc: Carrie Smith-Interim County Administrator/HR Director
From: Brian W. McDonald, Becker County Attorney
Date: April 8, 2024
Re: Retention pay/bonuses for Assistant Attorneys employed as of Jan. 1, 2024

In November 2023, I came before the Board of Commissioners and informed you that one of my assistant attorneys, Deven Nice, was resigning from the County Attorney’s office for a position with the State Public Defender’s Office. Mr. Nice addressed the Board at that time and advised the Board that the sole reason he was leaving was for increased compensation. I also advised the Board that at least two (2) of my assistant attorneys were in discussions with the Public Defender’s Office regarding possible positions within their office. I noted they were likely to leave unless the County was able to figure out some increased compensation.

Fast forward to February 2024... Becker County watched as two experienced prosecutors (Braden Sczepanski and Lisa Tufts) resigned their positions in the County Attorney’s Office for positions with the State Public Defender’s Office. This was without any response or increase in pay from the County. In other words, we watched as 20 years of legal experience walked out the door. This left the Becker County Attorney’s Office with not only substantially less experience, **but with the lowest number of staffed attorneys (total of 3) since the early 2000’s.**

To highlight the complexity of this matter, the County then spent \$12,000 a few weeks later on a recruitment firm, understanding and recognizing that the applicant pool to fill these positions was not adequate.

Since Braden and Lisa’s departures, the two remaining experienced assistants (not including new hire Lily from March) have inherited a substantially increased workload in the form of reviewing more files, attending more hearings, and meeting with more crime victims. They also have greatly assisted with the training of our newly hired assistant county attorney (hired mid-March).

To recognize the increased stress/strain on these two assistant attorneys (Holly Danielson and Jessica Johnsrud) and to recognize their loyal service to the County during this unprecedented attorney shortage, I am asking the County to authorize a form of retention pay/bonus, not to exceed \$6,500 each for each employee. The structure I am proposing is \$3,000 if employed on July 1, 2024 and an additional \$3,500 if employed on December 15, 2024. However, I am open to discussion about any form of bonus/retention pay or structure that recognizes the additional strain placed on my staff. (Just to reiterate, this request would only apply to those attorneys who were on staff (Holly and Jessica) as of January 1, 2024).

I would also note that the Clay County Board just approved retention bonuses for their assistant county attorneys. **I would stress that Clay County’s attorney workforce is not short 43% of its approved attorney workforce.**

Becker County is saving **thousands** of dollars per month due to the vacant positions in the County Attorney's Office. By my cursory estimate, the monthly savings approach \$20,000 for Braden and Lisa's combined monthly wages.

The cost of this proposed pay/bonus would be easily absorbed in my budget by attorney positions that sit vacant.

- Brian Mc

Memo

To: Becker County Commissioners
Thorough: Becker County Finance Committee
Cc: Carrie Smith-Interim County Administrator/HR Director
From: Brian W. McDonald, Becker County Attorney
Date: April 8, 2024
Re: Compensation for Summer 2024 Attorney Intern

A few weeks ago, I was contacted by a UND law student, Ms. Lily Crume. Ms. Crume previously completed an unpaid internship in our office in the summer 2023 (for law school course credit). In her email, Ms. Crume expressed interest in again serving as an intern in our office. She clarified that she does not need any further school credit, however. She noted that it would **not be** feasible for her to intern without some compensation.

There would obviously be great benefit to Becker County and the County Attorney’s Office if compensation for Ms. Crume’s internship could be approved by the Board.

First off, Ms. Crume is a licensed student attorney. That means, with minimal supervision, she can handle and litigate all types of hearings that our office handles. This assists with a short-term need for the County Attorney’s Office. This is especially true because at least some of our applicants for vacant positions are sitting for the July 2024 bar examination and will not be available for employment until after that date. There is also obvious goodwill in that the County is aiding Ms. Crume gain valuable experience for her legal career. Finally, and maybe most significant in this unusual workforce, Becker County would be generating interest by a potential future employee.

I am requesting the Board to authorize that Ms. Crume be paid as an independent contract at a rate of \$21 per hour with a not to exceed amount of \$7,000 for the summer.

In support of this request, I would again point out that we are approximately 43% short of our approved attorney workforce at the current time.

The cost of this request would be readily covered by salary savings associated with current vacant attorney positions.

- Brian Mc



DEPARTMENT OF NATURAL RESOURCES

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

ENCUMBRANCE WORKSHEET

Contract #: 245922

PO #: 3-250256

State Accounting Information

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2024	Source Type REIMB	Vendor Number 0000197276-001
Total Amount \$5500	Project ID R29G70CBLA23	Billing Location R297000221	UEI U5B8JWHSKDB5	

Accounting Distribution

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Activity A7CG002
--------------	---------------------------	-----------------------	----------------------	-------------------	---------------------

Grant Begin Date May 10, 2024	Grant End Date September 2, 2024
----------------------------------	-------------------------------------

Grantee Name and Address:

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

Payment Address:
(where DNR sends the check)

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

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

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

Recitals

1. Under Minnesota Statute [§84.026](#), [§86B.101](#) and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State is empowered to enter into this grant contract agreement. This grant contract agreement is a non-research and non-developmental grant.
2. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of additional boating safety patrol of lakes and rivers in the county.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** May 10, 2024. Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State’s Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** September 2, 2024 or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant contract agreement as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State and Single Audits; 10. Government Data Practices; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; and 17. Data Disclosure.

2 Grantee’s Duties

The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1). The Grantee will provide additional boating safety patrol hours during high watercraft use periods through the payment of overtime or the addition of enforcement personnel. The Grantee will submit to the State a written plan to carry out the provisions of this grant contract agreement. Provisions of Chapter 86B, the provisions of Chapter 169A pertaining to motorboats and the Boat and Water Safety Rules, hereinafter referred to as the “Minn. Rules” will be enforced. Refer to Exhibit A which is attached and incorporated into this grant contract agreement for more information on allowable expenses. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract agreement. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State’s Authorized Representative.

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

3 Time

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

4 Consideration and Payment

4.1 **Consideration.** Consideration for all services performed by Grantee pursuant to this grant contract agreement shall be paid by the State as follows:

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant contract agreement up to five thousand five hundred dollars.
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed five thousand five hundred dollars.

4.2 Payment

- (a) **Invoice.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State’s Authorized Representative accepts the invoiced services. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. The invoice shall be accompanied by log sheets and narrative report as described in Exhibit A. The invoice, log sheets and required narrative report must be submitted to the State not later than October 6, 2021,

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

4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) The grantee must not contract with vendors who are suspended or debarred in MN:
<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

5 Conditions of Payment

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

6 Authorized Representative

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

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

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

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

8 Liability

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

9 Audits (State and Single)

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

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

10 Government Data Practices

- 10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract

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

11 **American Disabilities Act**

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

12 **Non-Discrimination Requirements**

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

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

13 **Workers' Compensation**

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

14 **Publicity and Endorsement**

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

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

15 **Governing Law, Jurisdiction, and Venue**

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

16 **Termination**

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

(b) **Termination by The Commissioner of Administration.** Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

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

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

- (a) It does not obtain funding from U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 is withdrawn.

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

17 Data Disclosure

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

18 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

19 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- 19.1 The prospective lower tier participant certifies, by submission of this grant contract agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 19.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant contract agreement.

20 Whistleblower Protection Rights

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

Attachments:

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: 3/29/2024

SWIFT Contract # 245922

Purchase Order # 3-250256

2. GRANTEE

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

By: _____

Title: County Sheriff

Date: _____

By: _____

Title: Chairperson of County Board

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION #: 04-24-2A

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

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

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

WHEREAS, there is a need to provide for additional safety patrol hours during high use periods through the payment of overtime, or the addition of enforcement personnel on a temporary basis; and

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves the Board Chair and the Becker County Administrator to sign an agreement with the State of Minnesota for the 2024 Federal Supplemental Boating Safety Patrol Agreement with an allocation of \$5,500.00. Effective dates of this agreement are May 10, 2024, through September 2, 2024.

Duly adopted this 16th day of April 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okeson
John Okeson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified Interim County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held April 16th, 2024, as recorded in the record of proceedings.

Carrie Smith
Interim County Administrator

Becker County Planning Commission
February 28th, 2024

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

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

Mary Seaberg made a motion to approve the minutes from the January 9th, 2024, special meeting. Mattson second. All members in favor. Motion carried.

Kohl Skalin made a motion to approve the minutes from the January 31st, 2024, meeting. Ailie second. All members in favor. Motion carried.

Chairman David Blomseth explained the protocol for the meeting and stated that the recommendations of the Planning Commission will be forwarded to Lake View Township for final action.

New Business:

2. **APPLICANT: Richard C & Darci D Strand** 1131 136th Ave NE Finley, ND 58230
Project Location: 13370 270th Ave Detroit Lakes, MN 56501 **LEGAL LAND DESCRIPTIONS:** Tax ID Numbers: **19.0312.000 & 19.0312.002** Section 15 Township 138 Range 041; 15-138-41 E1/2 E1/2 SE1/4 LESS 2AC (19-312-1), LESS 5.01AC (19-312-3) LESS 2 AC (19-312-2), LESS 19.32AC (19-312-4), LESS .87AC (PT 19-312-3). & 15-138-41 PT NE1/4 SE1/4: BEG NE COR SE1/4, W 16RDS (264'), S 20RDS (330"), E 16RDS, N 330' TO POB. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Final Plat for nine (9) lots to be known as STRAND SUBDIVISION.

Bradbury explained that the Final Plat was drawn as nine (9) lots even though the preliminary approval was for eight (8). She explained that the ninth lot was actually dedicated to the public for stormwater retention purposes and asked that if the Board decides to recommend approval that they do so for eight (8) lots and stipulate that the plat be reviewed by the County Surveyor and amended as necessary, specifically regarding stormwater and drainage.

Bradbury also shared a drawing and email that was submitted by a realtor in regard to conversations between the realtor and an adjacent property owner who would like to see the proposed "Shop Avenue" extend to the property on the West. This drawing and email were

46 informational only and it was advised that the township could consider the road change when
47 they hear the application as it is their road. The email and drawing are entered below:
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Kyle,

I have been in conversations with Jay Boeddeker. He is the landowner of nearly 150 acres directly West and adjacent to the Strand Subdivision.

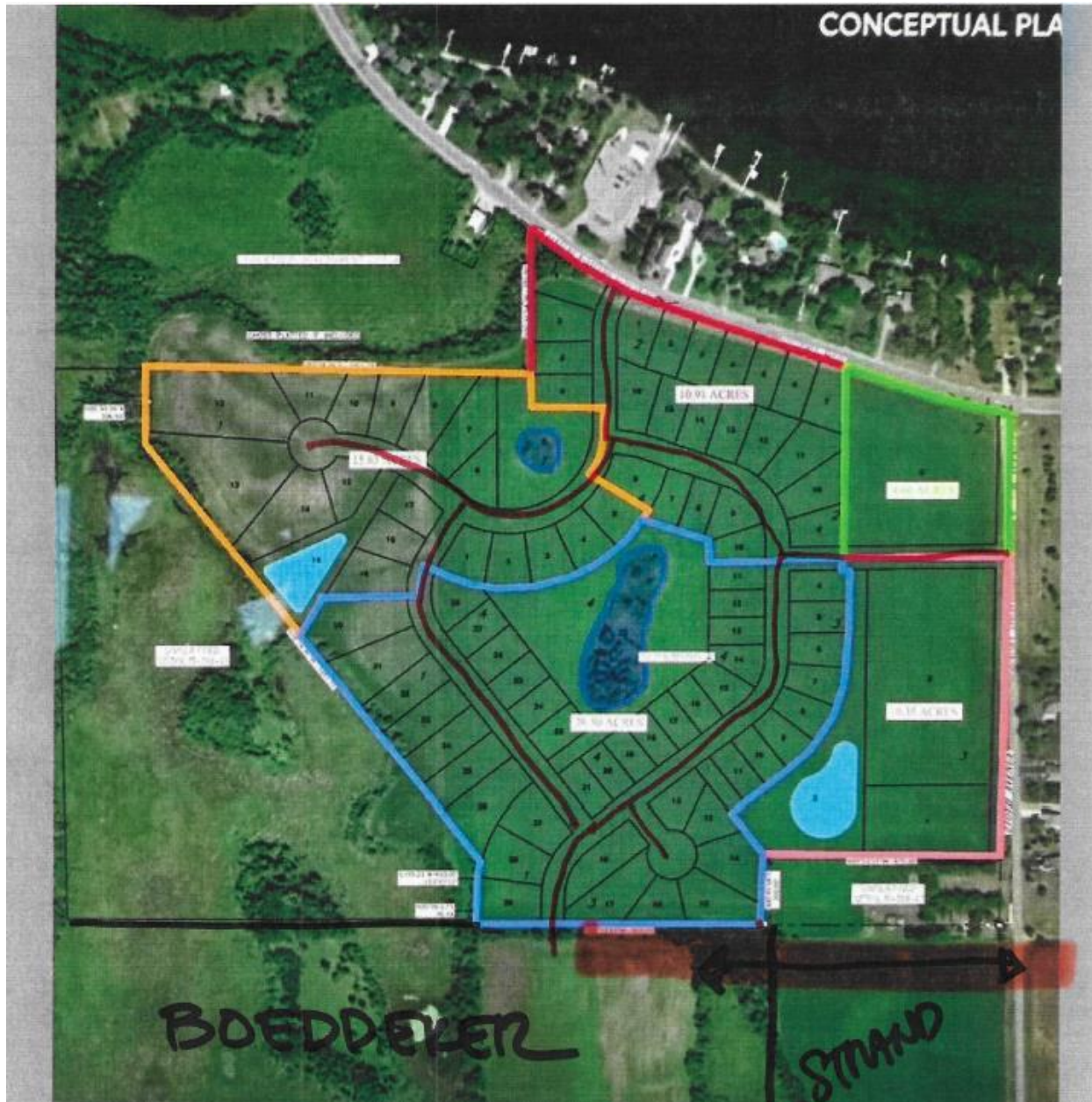
Mr. Boeddeker and I both believe it would be in the best interest of Becker County, and for the future development of that area to have an access point off 270th Ave to Mr. Boeddeker's land.

Please take this into consideration when discussing and considering the future of this area.

Kind regards,

Eric Lundmark
Counselor Realty of Detroit Lakes
GRI, REALTOR®

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Troy Forsgren spoke on behalf of the applicant. He stated there were no other changes other than what was discussed by Bradbury.

There was discussion amongst the Board on how the retention area changes the plat from the original preliminary approval and on how lot nine (9) would be non-conforming if the road ran through the property. There was also discussion that if any major changes were made that a new plat would need to come back before the board, and that they were just voting on the plat in front of them that evening.

Eric Lundmark with Counselor Realty spoke in regard to the email he sent earlier about the desire for the road extension. He said he thinks its in the best interest to consider that the land to the west will be developed some day.

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

MOTION: Skalin motioned to approve the application for eight (8) conforming lots with the stipulation the plat be reviewed by the County Surveyor and amended as necessary specifically regarding stormwater and drainage. Ailie second. Roll Call; All in favor. Motion carried.

Other Business:

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

Since there was no further business to come before the Board, Ailie made a motion to adjourn. Seaberg second. All in favor. Motion carried. The meeting adjourned at 6:14 pm.

David Blomseth, Chairman

Jeff Moritz, Secretary

ATTEST

Kyle Vareberg, Zoning Administrator

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