



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, June 18, 2024 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 919 116 623#

- 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 June 4, 2024 5
 3. Minutes of June 11, 2024 Special Meeting 8
- 8:25 Consent Agenda
1. Auditor-Treasurer 9
 - a) Regular Claims, Auditor Warrants, and Claims over 90 Days
 - b) Resolution 06-24-2A - EDIAM Education Identity Access Management 10
 - c) Resolution 06-24-2D - Boys & Girls Club Raffle 08-08-2024 at Detroit Mountain in Erie Twp 11
 - d) Resolution 06-24-2E - Election Emergency Plan 12
 - e) Election Temporary Staff 13
 2. Human Services
 - a) MOU/Agreements
 - DL Schools FC Student Transportation Agreement Renewal (2024-2026) 15
 - MN PH Corps Site Agreement Amendment 22
 - b) Policy Change: Corporate Foster Care Licensing Price Increase 25
 - c) Claims Human Services, Public Health, & Transit
 3. Transit
 - a) Resolution 06-24-2B - 2025 Vehicle Replacement Application and Purchase 26
 - b) Resolution 06-24-2C - 2025 Operating Grant Contract and Agreements 27
 4. Land Use/Environmental Services
 - a) Sustainable Building and Materials Grant Application 28
 - b) ICWC Crew Member Stipend Increase 2
 - c) Solid Waste Out-of-County Tip Fee 30
 5. Highway
 - a) Resolution 06-24-2F - Final Payment Acceptance - Contract 62116 31
- 8:30 Commissioners
1. Open Forum
 2. Reports and Correspondence

3. Appointments
 4. County Administrator Update
 5. Employee Recognition: Sandy Gunderson - 34 Years of Service
- 9:00 County Administrator - Human Resources
1. Report
 2. Coroner Contract Update 33
 - a) Resolution 06-24-2H - County Coroner Appointment 35
 3. Resolution 06-24-2G - Amend Resolution 05-24-2K - Adoption of the Class & Compensation 10 Step Pay Scale 37
- 9:25 Break
- 9:30 Information Technology
1. AI Presentation 38
- 9:35 Assessor
1. Abatements 48
- 9:40 Planning & Zoning
1. Memorandum of Understanding (MOU) between Becker County and The Pelican River Watershed District 49
- Adjourn



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1. Memorandum of Understanding (MOU) between Becker County and The Pelican River Watershed District

Adjourn

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, June 4, 2024, at 8:15 am

LOCATION: Board Room, Courthouse

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

Agenda/Minutes:

1. Agenda – Motion and second to approve agenda with the addition of Future Forest Site Prep, and Toad Mountain Request to Solicit Bids under Land Use/Environmental Services (Meyer, Jepson) carried.
2. Minutes – Moved and second to approve minutes of May 21, 2024, with the requested changes (Jepson, Meyer) carried.
3. Motion and second to approve and accept the Consent Agenda (Jepson, Nelson) carried.

Commissioners:

1. Open Forum:
 - Allen Lysdahl – Representation in Minnesota. One County, One Senator.
2. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Nelson – Sheriff, NRM, Joint Powers, Sunnyside.
 - Commissioner Meyer – Sheriff, Sunnyside, DAC.
 - Commissioner Jepson – EDA Workshop, Crow Wing One Watershed One Plan, Cornerstone.
 - Commissioner Vareberg – NRM, Environmental.
 - Commissioner Okeson – Environmental, Planning & Zoning, Negotiations, PLMSW.
 - District Meeting on Friday.
3. Appointments
 - Buffalo-Red River Watershed District – John Hanson's position will expire on August 31, 2024. Will post on the website and bring back in July.

County Administrator – Human Resources: presented by Carrie Smith.

1. Report
 - Begin preliminary timelines for budgets.

- County Assessor interviews this week.
 - Recommendation from the County Engineer to move forward with the lease agreement for the Utility Lease Easement on the NE corner of our building.
2. Motion and second to approve the 3-year AFSCME Contract (Meyer, Okeson).

Assessor: presented by Nancy Gunderson.

1. Motion and second to approve the Abatements in the amount of \$124,184 (Nelson, Jepson) carried.

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

1. Motion and second to approve flexibility for Timber Permit #22-19a due to special circumstances (Nelson, Vareberg) carried.
2. Motion and second to start soliciting bids/quotes for the Toad Mountain Project Master Plan not to exceed \$75,000 paid from Fund 15 (Parks & Rec) (Nelson, Meyer) carried.
3. Motion and second to approve 2024 Site Prep Bid on 63 acres to Future Forest Inc. up to \$17,880 (Nelson, Vareberg) carried.

Highway: presented by Jim Olson.

1. Motion and second to approve Resolution 06-24-1C – Gravel Crushing award to Central Specialties, Inc. of Alexandria, MN in the amount of \$137,500 (Vareberg, Meyer) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Planning Commission Recommendations 05/29/2024.
 - Motion and second to concur with the Planning Commission Recommendation for Sheyenne Commercial Condos LLC – Request a Final Plat for sixty-nine (69) units to be known as Elite Storage Condos (Jepson, Okeson).
 - Motion and second to concur with the Planning Commission Recommendation for Wright Investments LLC – Request a Preliminary Plat for three (3) lots to be known as Dakota Woods Condominium Association, Inc. (Okeson, Nelson) carried.
2. Forest Township Zoning Ordinance Discussion.

Being no further business, Chair Okeson adjourned the meeting at 10:18 am.

/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okeson
John Okeson
Board Chair

DRAFT

BECKER COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING

DATE: Tuesday, June 11, 2024, AT 1:15 m

LOCATION: Board Room, Courthouse

1. Commissioners in attendance: Nelson, Okeson, Vareberg, Jepson and Meyer.

Agenda:

1. County Administrator Finalists Interviews:
 - Carrie Smith at 1:15 pm
 - Tyler Treichel at 2:05 pm
2. DDA Shared Public and Department Head Feedback with Board.
3. Motion and second to offer the position of the Becker County Administrator to and negotiate the terms of employment with Carrie Smith (Okeson, Vareberg) carried.
4. The Finance Committee (Okeson and Meyer) will be the designated negotiation team. The official terms of employment will be acted upon at a future board meeting.

Being no further business, Chair Okeson adjourned the meeting at 4:12 pm.

/s/ John Okeson
John Okeson
Board Chair



BECKER COUNTY BOARD OF COMMISSIONERS
Finance Committee Meeting
Date: Monday, June 17, 2024 at 8:30 AM

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

Administrator - Human Resources

1. Report
2. Purchase County Fleets Cars

Auditor-Treasurer

1. Claims

Human Services

1. Policy Change: Corporate Foster Care Licensing Price Increase
2. Claims Human Services, Public Health, & Transit

Transit

1. Resolution 06-24-2B - 2025 Vehicle Replacement Application and Purchase
2. Resolution 06-24-2C - 2025 Operating Grant Contract and Agreements

Assessor

1. Abatements

Land Use/Environmental Services

1. Sustainable Building and Materials Grant Application
2. ICWC Crew Member Stipend Increase
3. Solid Waste Out-of-County Tip Fee

Highway

1. Resolution 06-24-2F - Final Payment Acceptance - Contract 62116

Adjourn

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 06-24-2A

Annual Designation of an Identified Official with Authority (IOwA)

WHEREAS, Becker County uses the Education Identity and Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for Becker County in accordance with the State of Minnesota Enterprise Identity and Access Manage Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified annually.

WHEREAS, The IOwA will authorize user and grant Proxy roles to access the State of Minnesota Education secure systems, for reporting, in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves the designation of Mary E. Hendrickson, Becker County Auditor-Treasurer, to act as the IOwA for Becker County, 0003-91.

Duly adopted this 18th day of June 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okeson
John Okeson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified Interim County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held June 18, 2024, as recorded in the record of proceedings.

Carrie Smith
Interim County Administrator

RESOLUTION NO. 06-24-2D

MINNESOTA LAWFUL GAMBLING RESOLUTION

RESOLVED, the Becker County Board of County Commissioners agree to approve the Gambling Application for Exempt Permit to conduct Gambling by Boys & Girls Club of Detroit Lakes, Inc., for a raffle at Detroit Mountain, 29409 170th St, Detroit Lakes, MN 56501, in Erie Twp on August 8, 2024.

Duly adopted at Detroit Lakes, Minnesota, this 18th day of June 2024.

ATTEST:

COUNTY BOARD OF COMMISSIONERS

John Okeson
Chair

State of Minnesota)
County of Becker)

I, the undersigned, being the duly elected, qualified and Auditor-Treasurer for the County of Becker, State of Minnesota, do hereby certify that the foregoing is true and correct copy of a resolution passed and adopted by the County Board of Commissioners at a meeting held June 18, 2024, as recorded in the record of proceedings.

Becker County Auditor-Treasurer

MEH/mco

SEAL



Mary E. Hendrickson
Becker County Auditor-Treasurer
915 Lake Avenue
Detroit Lakes MN 56501-3403
auditor@co.becker.mn.us
Phone: (218) 846-7311

TO: BECKER COUNTY COMMISSIONERS
FROM: MARY E. HENDRICKSON, AUDITOR-TREASURER
SUBJECT: ADDITIONAL ELECTION JUDGES
DATE: JUNE 13, 2024

Request to advertise and hire an additional three temporary election judges to assist with Absentee Balloting, Equipment Testing and Election Day procedures. Working on election day (August 13th and November 5th) will be required.

There will be *no additional costs* to previously approved Resolution 11-23-2C.

**BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION NO. 11-23-2C**

HIRING OF ELECTION JUDGES FOR 2024 YEAR

WHEREAS, there is a need to hire up to ten (10) election judges for 2024 Election year.

WHEREAS, setting hourly salary as follow based on the years serving as an absentee ballot board member:

0 Election Cycles:	\$17.00
1-2 Election Cycles:	\$18.00
3+ Election Cycles:	\$19.00
SVRS (Statewide Voter Access):	\$ 4.00 Additional per hour

THEREFORE, BE IT RESOLVED THAT, the Becker County Board of Commissioners hereby approves hiring up to ten (10) election judges through the normal hiring process.

Duly adopted this 21st day of November, 2023 in Detroit Lakes, Minnesota


COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/	Pat Oman	/s/	Barry Nelson
	Pat Oman		Barry Nelson
	County Administrator		Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held November, 21, 2023, as recorded in the record of proceedings.



Pat Oman
County Administrator

PURCHASE OF SERVICE AGREEMENT FOR THE TRANSPORTATION OF CHILDREN AND YOUTH IN FOSTER CARE PLACEMENT

This Agreement is entered into by and between Detroit Lakes School District (hereinafter referred to as the District) and Becker County Human Services.

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), and the Federal Fostering Connections Act, a child placed in foster care must remain enrolled in their school. A child may not be removed from their school unless remaining is not in child's best interests. If a child does not remain enrolled in their prior school, they must be enrolled in a new school within seven school days. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act, the District is required to collaborate with child welfare agency to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded, including the use of child welfare funding to cover costs for such transportation provided by the District and Becker County Human Services agree to share the costs of the transportation. This agreement outlines the developed agreement about shared costs of transporting youth in foster care to and from school.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. **TERM:**

The term of this Agreement shall be in effect from September 1, 2024 – August 31, 2026

2. **EDUCATIONAL PLACEMENT DECISIONS:**

Becker County Human Services is responsible for determining appropriate education placement and the presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless contrary to the child's best interests. Becker County Human Services and/or representative of the school in which the child is currently enrolled will work with the Becker County Human Services foster care contact to determine, based on the child's best interest, whether the child should remain in the school of origin or consider a transfer to the local zoned school for the child's new residence.

If Becker County Human Services considers moving a child to a new educational placement, Becker County Human Services will have a phone consultation with the school contact prior to gathering input about the best interests of the child in relation to their school placement. Becker County Human Services and the District Foster Care Liaison or school designee responsible for students in foster care will work collaboratively to inform this school placement decision-making process. The school will provide information about the appropriateness of the child's current educational placement. Becker County Human Services shall take into consideration this information and other best interest factors found in paragraph three in making educational decisions. The District Foster Care Liaison and /or a representative of the school in which the child is enrolled will be asked to participate in the meeting, either by phone or in person. Becker County Human Services will identify a point of contact from the agency to work directly with the District Foster Care Liaison to ensure a smooth transition.

Becker County Human Services and the District Foster Care Liaison or school designee responsible for students in foster care will work collaboratively to inform this school placement decision-making process. The school will provide information about the appropriateness of the child's current educational placement. Becker County Human Services shall take into consideration this information and other best interest factors found in paragraph three in making educational decisions. The District Foster Care Liaison and /or a representative of the school in which the child is enrolled will be asked to participate in the meeting, either by phone or in person. Allison Hefta, ahefta@detlakes.k12.mn.us is the Detroit Lakes Public School designee. Becker County Human Services will identify a point of contact from the agency to work directly with the District Foster Care Liaison to ensure a smooth transition.

3. BEST INTEREST FACTORS:

When considering placement the following best interest factors should be considered:

- The student's age
- The school attended by the student's siblings
- Length of time student is expected to remain at the current placement and the possible location of housing intended to be long-term
- Distance of commute and the impact it may have on the student's education and other student-centered, transportation-related factors, including travel time
- The preferences of the student, the birth parents or prior custodians as appropriate, and the student's foster care parent(s) or current placement provider
- School stability and educational continuity
- Time remaining in the academic year
- Personal safety, attendance, academic progress and social involvement of the student in the current school
- The impact transferring the student to a new school may have on his or her needs and progress academically, emotionally, socially and physically
- Availability of classes to avoid credit loss and for timely graduation or promotion
- Documentation of the best interest determination shall be maintained in the Becker County Human Services case file and student's cumulative record.

4. SERVICES

Transportation Services will be provided by the District in the following manner:

- a. Students who are able to be transported to school on an existing route: When feasible, students placed in foster care will be transported to school on an existing bus route. Feasibility considerations will include the location, length of bus ride, space available on the route and availability of any needed accommodations. District will cover the associated costs.
- b. Students who have an IEP indicating the need for specialized transportation: If students are residing and attending school within the District, the District will assume costs required for transporting the student to school. District will cover the associated costs.

- c. Students who are unable to be transported on an existing route: If a route does not exist or is not a feasible option for the student placed in foster care, the District will negotiate with Becker County Human Services to determine the best possible means of transportation. The District and Becker County Human Services will share the transportation costs identified in Section 5a.
- d. Students residing in a foster care placement outside of District boundaries, but attending a District School: If students are residing in a foster care placement outside of District boundaries, but are attending school within the District, transportation will be arranged by the District. The District will negotiate with Becker County Human Services to determine the best possible means of transportation. The District and Becker County Human Services will share the transportation costs identified in Section 5a.
- e. Students placed in foster care within the District and attending a non-ISD 22 Area School: The District will bear no financial responsibility for this student. Becker County Human Services and the School District where the student attends are expected to make arrangements for transportation and the associated costs.

5. PAYMENT FOR SERVICES:

- a. The District and Becker County Human Services agree to split the costs of the transportation described in Section 4, including but not limited to staff time and third party carriers as appropriate. Mileage reimbursement is to be set at the current IRS rate. All transportation costs identified in this agreement are to be split equally; the District and the Becker County Human Services agree to each assume to pay 50% of the costs.
- b. Becker County Human Services will identify a point of contact from the agency to work directly with the District Foster Care Liaison to ensure transportation arrangements are timely and authentic. All transportation requests are to be requested by the Becker County Human Services point of contact to be honored.
- c. Transportation services will be provided by the District and its contracted transportation providers, when possible. If due to driver or vehicle unavailability, Becker County Human Services will be responsible for transportation of the student placed in foster care.
- d. Becker County Human Services will compensate the District for transportation provided outside of the district pursuant to this agreement at the rate billed to the district by the private transportation company. Copies of the invoices from the private transportation company will be provided Becker County Human Services.
- e. The District will submit itemized invoices to the Becker County Human Services contact on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge. Payment shall be made within 35 days of receipt of the invoice.
- f. In situations where transportation is being funded by Becker County Human Services, Becker County Human Services point of contact will notify the District Foster Care Liaison when foster care placements end.

6. DISPUTE RESOLUTION:

It is the responsibility of Becker County Human Services and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

Becker County Human Services and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

1. The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
2. Upon receipt of the explanation, the decision will be reviewed by the District and the Supervisor of Children and Family Services of Becker County Human Services. Input will be reviewed from all parties and a decision by the Supervisor will be communicated within three business days. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a [NAME] Decision Making Team meeting.
3. County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and Becker County Human Services.
4. If disagreement on school transportation remains, guidance from the Minnesota Department of Education will be requested.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, District and its subcontractors are independent providers and not employees of Becker County Human Services. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to none of the rights, privileges, or benefits of Becker County Human Services employees except as otherwise stated herein.

8. INDEMNIFICATION:

Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and Becker County Human Services shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or Becker County Human Services because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

COUNTY OF BECKER
STATE OF MINNESOTA

BECKER COUNTY HUMAN SERVICES

BY: _____

Denise Warren, Director
Becker County Human Services

DATED: _____

DETROIT LAKES SCHOOL DISTRICT ISD 22

BY: _____

Jason Kuehn, Director of Finance
Detroit Lakes School District

DATED: 6/1/2024



AMENDMENT TO THE 2023-2024 SITE AGREEMENT BETWEEN READING & MATH, INC. DBA AMPACT AND THE SERVICE SITE

This Agreement is between Reading & Math, Inc. Dba Ampact, a Minnesota nonprofit corporation
("Program" or "Ampact") and
5906 - Becker County Public Health, Detroit Lakes, Minnesota 56501

("Service Site").

- A. Ampact and the Service Site entered into an agreement that defines the terms and conditions governing the placement and services of AmeriCorps members at location(s) managed by the Service Site (the "Agreement"); and
- B. By its terms, the Agreement may be amended only by written agreement between the parties; and
- C. The parties now wish to modify the Agreement as set forth below.

AGREEMENT

In consideration of all of the mutual promises contained in the Agreement, the parties now agree as follows:

- 1. The first paragraph shall be amended to extend the term of Agreement through the 2024-2025 AmeriCorps program year, ending on July 31, 2025.
- 2. The following Addendum(s) shall be added:
None

; and

- 3. There shall be no other modifications at all to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Service Site Staff

Name Denise Warren

Title Human Services Director

Signature

Date

Reading & Math, Inc. DBA Ampact Staff

Name Sadie O'Connor

Title President

Signature

Date

Certificate Of Completion

Envelope Id: 97CEB8507A5A4A5082F8218B16ACAE83		Status: Sent
Subject: Minnesota Public Health Corps Site Agreement 2024-2025		
Source Envelope:		
Document Pages: 2	Signatures: 0	Envelope Originator:
Certificate Pages: 1	Initials: 0	Ampact
AutoNav: Disabled		1200 Washington Ave S
Envelopeld Stamping: Enabled		Minneapolis, MN 55415
Time Zone: (UTC-06:00) Central Time (US & Canada)		sites@ampact.us
		IP Address: 107.178.237.31

Record Tracking

Status: Original	Holder: Ampact	Location: DocuSign
5/24/2024 2:05:20 PM	sites@ampact.us	

Signer Events	Signature	Timestamp
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Denise Warren		Sent: 5/24/2024 2:05:21 PM
denise.warren@co.becker.mn.us		Viewed: 5/24/2024 2:30:11 PM
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sadie O'Connor
sadie.oconnor@ampact.us
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/24/2024 2:05:21 PM
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Payment Events	Status	Timestamps
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BECKER COUNTY HUMAN SERVICES CORPORATE FOSTER CARE LICENSING FEE POLICY

The State of Minnesota enacted Minnesota Statute 245A.10, which authorized that fees could be charged for certain county licensing activities. Commencing January 1, 2025, corporate adult and corporate child foster care providers will be charged \$ 500.00 for the initial home inspection, re-licensing inspections, and related services per site.

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 06-24-2C

2025 Transit Operating Grant Contract and Agreements

WHEREAS, Becker County Transit has resolved to apply for the 2025 Greater Minnesota Transit Operating Grant and enter into an Agreement with the State of Minnesota to provide public transit service; and

WHEREAS, Becker County Transit agrees to provide a local share of up to 5 percent of the total operating cost and up to 20 percent of the total capital costs; and

WHEREAS, Becker County Transit agrees to provide 100 percent of the local share necessary for expenses that exceed funds available from the State; and

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves the County Administrator and the Board Chair to execute the agreements and the amendments thereto.

Duly adopted this 18th day of June 2024 at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okerson
Johns Okerson
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 June 18th, 2024, as recorded in the record of proceedings.

Carrie Smith
Interim County Administrator



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: June 12, 2024

SUBJECT: Solid Waste Grant

THROUGH: Environmental Services Committee

TO: Becker County Commission

1. **Reference:** Statewide Sustainable Building & Materials Management Grant
2. **Discussion:** The State appropriated \$2M for sustainable building and material grants to be administered through the MPCA. The grant funds can be used for a variety of reasons related to diverting materials from the waste stream and reusing, repurposing, and recycling them. Preferred projects include:
 - a. Building or acquiring and operating a reuse center to collect, store, and redistribute salvaged building materials. If a new building is constructed, it is preferred to reuse building materials instead of being constructed with all new materials.
 - b. Develop and implement a deconstruction training program that provides classroom and hands on skills building deconstruction.

Grant applications are due on June 20th, 2024.

3. **Funding:** This grant will require a 25% local match, either cash or in-kind contribution.
4. **Action Request:** Board motion supporting a grant request to construct a new building on the Becker County solid waste campus for the material reuse program and the development of a deconstruction training program in the community. The grant application will be reviewed by the Commissioners on the Environmental Services Committee prior to submittal.
5. The point of contact for this memorandum is Steve.Skoog@co.becker.mn.us or by phone at 846-7310.

Distribution: County Commissioners
County Administrator



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: June 12, 2024

SUBJECT: Institution Community Work Crew (ICWC) Monthly Stipend

THROUGH: Environmental Services Committee

TO: Becker County Commission

1. **Reference:** ICWC Monthly Stipend
2. **Discussion:** Currently Becker County contracts with the Minnesota Department of Corrections for the State to provide a work crew to work at the Becker County Material Recovery Facility. The County pays a monthly stipend of \$200 to each crew member, prorated based on the days worked the previous month. The crew size has been low and following discussion with the Environmental Services Committee, it is recommended to increase the monthly stipend to \$300 per crew member, based on the day's work.
3. **Funding:** Fund 18.
4. **Action Request:** Board motion increasing the ICWC crew member monthly stipend from \$200 to \$300 per month.
5. The point of contact for this memorandum is Steve.Skoog@co.becker.mn.us or by phone at 846-7310.

Distribution: County Commissioners
County Administrator



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: June 12, 2024

SUBJECT: Adjustments to the "2024 BECKER COUNTY SOLID WASTE FEE SCHEDULE"

THROUGH: Environmental Services Committee

TO: Becker County Board of Commissioners

1. **Reference:** 2024 SOLID WASTE FEE SCHEDULE
2. **Discussion:** The 2024 Solid Waste Fee Schedule was approved by the County Board at the November 7th, 2023, Board meeting. The Environmental Services Committee recommends increasing municipal solid waste tip fees for any waste generated from out of the county to the Becker County solid waste campus be charged an additional 30% to the posted tip fee approved by the County Board.
3. **Funding:** Very minor financial impact to the solid waste fund.
4. **Action:** Recommend County Board Approval of the proposed changes to the 2024 Becker County Solid Waste Fee Schedule.
5. The point of contact for this memorandum is Steve.Skoog@co.becker.mn.us or by phone at 846-7310.

Distribution: County Commissioners
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 06-24-2F

Final Acceptance Project

SAP 003-621-016, SAP 003-606-021, BC Public Works Site Paving, Audubon Twp Roads, Lake View Twp Roads, Detroit Twp Road

WHEREAS, Project Number, SAP 003-621-016 on CSAH 21, project number SAP 003-606-021 on CSAH 6, BC Public Works Site, Audubon Twp 180th Ave, 175th St, Bird Dog Rd, Bird Dog Circle, Lake View Twp 280th Ave, Detroit Twp Anchor Rd, consisting of Reclaiming, Bituminous Surfacing & Aggregate Shouldering, contracted with Marks Sand & Gravel Co of Fergus Falls, MN, previously adopted by the County Board, has in all things been completed in accordance with and pursuant to the terms of the contract, and the County Board being fully advised in the premises thereof;

WHEREAS, Becker County, Audubon, Lake View and Detroit Townships, have coordinated this project jointly.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, accepts said completed project and authorizes final payment in the amount of \$191,001.70.

Duly adopted this 18th day of June 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okeson
John Okeson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified Interim County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held June 18, 2024, as recorded in the record of proceedings.

Carrie Smith, Interim County Administrator

FINAL SUMMARY AND VERIFICATION OF CONTRACT COSTS

PROJECT NUMBERS: SAP 003-621-016, SAP 003-606-021, BC Site Paving,
Audubon, Lake View & Detroit Townships

LOCATION: CSAH 21, CSAH 6, BC Public Works Site, Audubon Twp 180th Ave,
175th St, Bird Dog Rd, Bird Dog Circle, Lake View Twp 280th Ave,
Detroit Twp Anchor Rd

CONTRACTOR: Mark Sand & Gravel Co.

PROJECT DESCRIPTION: Reclaiming, Bituminous Surfacing & Aggregate Shouldering

LETTING DATE: April 13, 2023 FINAL COMPLETION DATE: September 8, 2023

Engineer's Estimate	Contract Amount	Final Cost
\$3,608,108.35	\$3,484,814.94	\$3,538,479.55

Explanation of cost variance between Engineer's Estimate and Contract Amount:

Competitive bidding.

Explanation of cost variance between Contract Amount and Final Cost:

Bituminous Ride Incentives
Bituminous Density Incentives
Additional erosion control items required.
Additional bituminous required to tie into City and Township Roads.

Becker County Engineer

Dated: _____



BECKER COUNTY

Administration

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7201

MEMORANDUM FOR RECORD

June 13/2024

SUBJECT: Becker County Coroner
Duties / Compensation

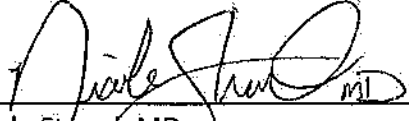
THROUGH: Sheriff Committee

TO: Nicole Strand

1. Reference: Resolution 06-24-2H, MN State Statute 390.005, Becker County Commission Minutes dated June 18, 2024.
2. Discussion: The Becker County Commission has appointed you as the Becker County Coroner with a term to expire December 31, 2027. The Commission has also authorized you to appoint a Deputy Coroner, to assist you with duties as deemed necessary. If additional costs are to be incurred for said Deputy Coroner duties, they shall be approved prior by the Becker County Sheriff or their designee.
3. Compensation: 2024: \$15,000.00
 2025: \$36,000.00
 2026: \$36,000.00
 2027: \$36,000.00
4. You will be paid; two times per month. Taxes will be paid in accordance with compensation and regulatory rules. You will receive a 5% match for PERA as outlined and authorized by the Defined Contribution.
5. By signing your name to this Memorandum, you hereby acknowledge and agree to terms as outlined. All duties of Coroner are agreed to as outlined in MN State Statute.
6. The Memorandum of Record is contingent on Becker County Commission ratification.
7. The point of contact for this memorandum is Carrie Smith, Interim County Administrator at carrie.smith@co.becker.mn.us or via phone at 218 846 7309.

Carrie Smiht, MPA
Interim Becker County Administrator

Date



Nicole Strand, MD
Becker County Coroner

6-13-2024

Date

Distribution: Becker County Sheriff
Becker County Auditor Treasurer
Sheriff Committee

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 06-24-2H

County Coroner Appointment

WHEREAS, in accordance with Minnesota State Statute 390.005, there is a need to appoint a County Coroner, and;

WHEREAS, Becker County Board of Commissioners wishes to appoint Dr. Nicole Strand for a four-year term; and

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves the appointment of Dr. Nicole Strand as Becker County Coroner for the remainder of a four-year term, beginning on August 1, 2024, and expiring on December 31, 2027; and also hereby authorizes Dr. Nicole Strand to appoint a Deputy Coroner, to assist her with duties as deemed necessary.

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

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okeson
John Okeson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified Interim County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held June 20, 2024, as recorded in the record of proceedings.

Carrie Smith
Interim County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 05-24-2K

Adoption of the Class & Compensation 10 Step Pay Scale

WHEREAS, The Becker County Board of Commissioners approves the Adoption of the Class & Compensation 10 Step Pay Scale.

WHEREAS, The Becker County Board of Commissioners approves the following items for Non-Union Employees:

- 2.5% COLA Retroactive to January 1, 2024.
- Non-Union Employees will be placed on the new DDA salary grid retroactive to April 1, 2024.
- Employees in the old Band and Grade system that were at step 10 will be allowed a one (1) step movement if not at the top of the new DDA salary grid upon placement within the grid.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves the Class & Compensation 10 Step Pay Scale and that all non-union employees be placed within the new DDA salary grid retroactive to April 1, 2024.

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

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okeson
John Okeson
Board Chair

State of Minnesota)
) ss
County of Becker)

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

Carrie Smith
Interim County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 06-24-2G

AMEND RESOLUTION 05-24-2K

Adoption of the Class & Compensation 10 Step Pay Scale

WHEREAS, in May 2024, Becker County approved Resolution 05-24-2K, Adoption of the Class & Compensation 10 Step Pay Scale and approve moving the non-union employees into that pay scale.

WHEREAS, clarity was needed on how non-union employees currently topped out on the old Band and Grade scale will be placed in the new DDA 10 step pay grid.

WHEREAS, The Becker County Board of Commissioners approves the following items for Non-Union Employees:

- 2.5% COLA Retroactive to January 1, 2024.
- Non-Union Employees will be placed on the new DDA salary grid retroactive to April 1, 2024.
- Employees topped out on the old Band & Grade scale that did not receive a step increase on their anniversary date prior to April 1, 2024, will receive a step increase retro to April 1, 2024.
- Employees topped out on the old Band & Grade scale that did not receive a step increase after April 1, 2024, will receive a step increase on the new scale retro to their anniversary date.

THEREFORE, BE IT RESOLVED THAT, the Becker County Board of Commissioners hereby amends Resolution 05-24-2K clarifying the step movement intent of the non-union employees currently topped out on the old Band and Grade scale into the new DDA 10 step wage.

Duly adopted this 18th day of June, 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS

Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okeson
John Okeson
Board Chair

State of Minnesota)

) ss

County of Becker)

I, the undersigned being the duly appointed and qualified Interim County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held June 18, 2024, as recorded in the record of proceedings.

Carrie Smith
Interim County Administrator

Becker County Board Introduction to Artificial Intelligence

June 2024

What is artificial intelligence?

- **Artificial intelligence (AI)** - is the theory and development of computer systems capable of performing tasks that historically required human intelligence, such as recognizing speech, making decisions, and identifying patterns. AI is an umbrella term that encompasses a wide variety of technologies, including machine learning, deep learning, and natural language processing (NLP). Although the term is commonly used to describe a range of different technologies in use today, many disagree on whether these constitute artificial intelligence. Instead, some argue that much of the technology used in the real world today actually constitutes highly advanced machine learning that is simply a first step towards true artificial intelligence, or “general artificial intelligence” (GAI). Yet, despite the many philosophical disagreements over whether “true” intelligent machines actually exist, when most people use the term AI today, they’re referring to a suite of machine learning-powered technologies, such as ChatGPT, MS CoPilot or computer vision, that enable machines to perform tasks that previously only humans can do like generating written content, steering a car, or analyzing data.

Types of AI: Weak AI vs Strong AI

- Weak AI—also known as *narrow AI* or *artificial narrow intelligence* (ANI)—is AI trained and focused to perform specific tasks. Weak AI drives most of the AI that surrounds us today. "Narrow" might be a more apt descriptor for this type of AI as it is anything but weak: it enables some very robust applications, such as Apple's Siri, Amazon's Alexa, IBM watsonx™, and self-driving vehicles.
- Strong AI is made up of *artificial general intelligence* (AGI) and *artificial super intelligence* (ASI). AGI, or general AI, is a theoretical form of AI where a machine would have an intelligence equal to humans; it would be self-aware with a consciousness that would have the ability to solve problems, learn, and plan for the future. ASI—also known as superintelligence—would surpass the intelligence and ability of the human brain. While strong AI is still entirely theoretical with no practical examples in use today, that doesn't mean AI researchers aren't also exploring its development. In the meantime, the best examples of ASI might be from science fiction, such as HAL, the superhuman and rogue computer assistant in *2001: A Space Odyssey*.

Artificial intelligence examples

- **ChatGPT**: Uses large language models (LLMs) to generate text in response to questions or comments posed to it.
- **Google Translate**: Uses deep learning algorithms to translate text from one language to another.
- **Netflix**: Uses machine learning algorithms to create personalized recommendation engines for users based on their previous viewing history.
- **Tesla**: Uses computer vision to power self-driving features on their cars.
- **MS CoPilot**: Is a chatbot that combines the power of AI and a search engine.

Artificial intelligence applications

- **Speech recognition:** Also known as automatic speech recognition (ASR), computer speech recognition, or speech-to-text, speech recognition uses NLP to process human speech into a written format. Many mobile devices incorporate speech recognition into their systems to conduct voice search—Siri, for example—or provide more accessibility around texting in English or many widely-used languages.
- **Customer service:** Online virtual agents and chatbots are replacing human agents along the customer journey. They answer frequently asked questions (FAQ) around topics, like shipping, or provide personalized advice, cross-selling products or suggesting sizes for users, changing the way we think about customer engagement across websites and social media platforms. Examples include messaging bots on e-commerce sites with virtual agents, messaging apps, such as Slack and Facebook Messenger, and tasks usually done by virtual assistants and voice assistants.
- **Computer vision:** This AI technology enables computers and systems to derive meaningful information from digital images, videos and other visual inputs, and based on those inputs, it can take action. This ability to provide recommendations distinguishes it from image recognition tasks. Powered by convolutional neural networks, computer vision has applications within photo tagging in social media, radiology imaging in healthcare, and self-driving cars within the automotive industry.
- **Supply chain:** Adaptive robotics act on Internet of Things (IoT) device information, and structured and unstructured data to make autonomous decisions. NLP tools can understand human speech and react to what they are being told. Predictive analytics are applied to demand responsiveness, inventory and network optimization, preventative maintenance and digital manufacturing. Search and pattern recognition algorithms—which are no longer just predictive, but hierarchical—analyze real-time data, helping supply chains to react to machine-generated, augmented intelligence, while providing instant visibility and transparency
- **Weather forecasting:** The weather models broadcasters rely on to make accurate forecasts consist of complex algorithms run on supercomputers. Machine-learning techniques enhance these models by making them more applicable and precise.
- **Anomaly detection:** AI models can comb through large amounts of data and discover atypical data points within a dataset. These anomalies can raise awareness around faulty equipment, human error, or breaches in security.

AI uses today

- Social Media Account
- Digital Assistants
- Maps and Navigation
- Banking
- Recommendations
- Facial Recognition
- Writing
- Self-driving Cars

AI benefits and dangers

Potential Benefits

- Greater accuracy for certain repeatable tasks, such as assembling vehicles or computers.
- Decreased operational costs due to greater efficiency of machines.
- Increased personalization within digital services and products.
- Improved decision-making in certain situations.
- Ability to quickly generate new content, such as text or images.

Potential Dangers

- Job loss due to increased automation.
- Potential for bias or discrimination as a result of the data set on which the AI is trained.
- Cybersecurity concerns.
- Lack of transparency over how decisions are arrived at, resulting in less than optimal solutions.
- Potential to create misinformation, as well as inadvertently violate laws and regulations.

AI Review

- What is AI?
- Types of AI
- AI Examples
- AI applications
- AI uses today
- AI Benefits and Dangers

Image Generation Demo

Questions



2024 Abatements

	A	B	C	D	E	I	J	K	L	M	N	P	Q
1													
2	Payable 2024												
3	PIN	REASON	TAX	ADJUSTMEN	CORRECT	EMV	TMV	DIFF	NTC PREVIOUS	NTC CORRECT	AMOUNT DIFF	RMV CORRECT	RMV CHANGE
4	08.1250.000	Homestead was applied but class code not updated	\$4,432	-\$90	\$4,342	649,500	649,500	0	6,869	6,869	0	649,500	649,500
5													
6	33.0354.000	Homestead was applied but class code not updated	\$1,482	-\$84	\$1,398	241,600	226,100	-15600	2416	2261	-155	241,600	241,600
7		TOTAL	\$5,914	-\$174	\$5,740	891,100	875,600	-15600	9,285	9,130	-155	891,100	891,100

**2024 SHORELAND MANAGEMENT
PERMITTING AGREEMENT**

**BY AND BETWEEN
BECKER COUNTY, MINNESOTA
AND
PELICAN RIVER WATERSHED DISTRICT
AND
CORMORANT LAKES WATERSHED DISTRICT**

Dated as of _____, 2024

Relating to:

**An agreement between the Parties setting forth their respective responsibilities for
management and permitting of the Shore Impact Zone and Shoreland Zone.**

This instrument was drafted by:
Ohnstad Twichell, P.C.
P.O. Box 458
West Fargo, North Dakota 58078

2024 SHORELAND MANAGEMENT PERMITTING AGREEMENT

THIS 2024 SHORELAND MANAGEMENT PERMITTING AGREEMENT (this “Agreement”) is made and entered into this _____ day of _____, 2024 (the “Effective Date”), by and between Becker County, Minnesota, a political subdivision of the State of Minnesota (the “County”); Pelican River Watershed District, a political subdivision of the State of Minnesota (“Pelican River”); and Cormorant Lakes Watershed District, a political subdivision of the State of Minnesota (“Cormorant Lakes”); collectively, the “Parties.”

RECITALS

WHEREAS, the County has the authority over development and zoning requirements, water regulation, and permitting within its boundaries in accordance with Minn. Stat. Chs. 103F, 103G, 115, 116, and 394; and

WHEREAS, Pelican River and Cormorant Lakes (the “Watershed Districts”) lie within the County and have the authority to adopt rules and issue permits for various projects, specifically those associated with shorelands, in accordance with Minn. Stat. §§ 103D.341 and 103D.345; and

WHEREAS, the Parties have adopted ordinances, rules, and/or requirements within their respective jurisdictions related to permitting activities within the Shore Impact Zone and Shoreland Zone; and

WHEREAS, the Shore Impact Zone is defined as land located between the Ordinary High Water Level of a public water and a line parallel to and one-half the setback from it (as defined by applicable county or municipal zoning ordinances), except that on property used for agricultural purposes the Shore Impact Zone boundary is a line parallel to and fifty feet (50’) from the Ordinary High Water Level; and

WHEREAS, the Shoreland Zone is defined as land located within one thousand feet (1,000’) of the Ordinary High Water Level of a lake, pond, or three hundred feet (300’) from a river or stream, as defined in the Becker County Zoning Ordinance; and

WHEREAS, the adopted ordinances, rules, and/or requirements related to permitting within the Shore Impact Zone and Shoreland Zone are not currently congruent for the same types of projects; and

WHEREAS, the Parties now desire to work together to streamline the Shore Impact Zone and Shoreland Zone permitting process for various projects occurring in these areas.

NOW THEREFORE, in consideration of the mutual covenants made herein, the Parties agree as follows:

AGREEMENT

1. **Purpose.** The Parties recognize that they retain overlapping jurisdiction on numerous permitting matters within the Shore Impact Zones, Shoreland Zones, Bluff Impact Zones, and on Steep Slopes. The Parties desire to enter into this Agreement to increase efficiency in reviewing, granting, and regulating permits, as well as increase the ease and efficiency of the

permit submittal processes for residents and contractors that reside and work within the Parties' respective jurisdictions.

2. **Interim Agreement.** Due to the timing of the adoption of this Agreement, the Parties intend for this Agreement to be effective only through calendar year 2024, or until such time as a new agreement is entered into by and between the Parties. The Parties will negotiate in good faith during the term of this Agreement to enter into a long-term agreement that will replace the provisions of this Agreement, effective calendar year 2025 and beyond. The Parties recognize that they currently have different standards and requirements in overlapping permitting areas and, as a result, will utilize the more stringent and specific requirements in this Agreement, with the intention to discuss and address the differences in those standards and requirements for the long-term agreement.
3. **Applicable Definitions.** The Parties have each defined the terms "Shore Impact Zone," "Shoreland Zone," "Bluff Impact Zone," and "Steep Slope," but the definitions vary slightly. For purposes of implementing this Agreement, the Parties agree to utilize the definitions found in the Becker County Zoning Ordinance for permitting purposes.
4. **Permitting Matters.** The following permitting matters will be the responsibility of the Party defined under each subsection. Although one Party may take the lead on permitting, that Party is not precluded from seeking input from the other Parties on an issue; provided, however, the Party with decision making authority as set forth herein will have the final determination on the issue.
 - A. *Shoreland Erosion Repair.* The Parties agree the Watershed Districts will be responsible for permitting land alteration in the Shore Impact Zone for erosion repair in accordance with their respective standards and requirements. Erosion repair includes revegetation, bioengineering, bio-armor, and natural rock rip-rap. The County will direct any inquiries regarding this work to the Watershed District where the property is located for permitting.
 - B. *Beach or Perched Sand Blanket.* The Parties agree the Watershed Districts will be responsible for permitting beach or perched sand blankets in Shore Impact Zone in accordance with their respective standards and requirements and the guidelines of the Minnesota Department of Natural Resources. The County will direct any inquiries regarding this work to the Watershed District where the property is located for permitting.
 - C. *Vegetation Alteration (Trees, Shrubs, Groundcover, Shoreline Buffers, and Landscaping).* The Parties agree the Watershed Districts will be responsible for permitting vegetation alterations in the Shore Impact Zone, Steep Slopes, and Bluff Impact Zone in accordance with their respective standards and requirements. The County will direct any inquiries regarding this work to the Watershed District where the property is located for permitting.
 - D. *Shoreline Pressure Ridge Repair.* The Parties agree the Watershed Districts will be responsible for permitting shoreline pressure ridge repairs in accordance with their respective standards and requirements. The County will direct any inquiries regarding this work to the Watershed District where the property is located for permitting.

- E. *Stairways, Lifts, Landings, Lake Access Walkways.* The Parties agree the County will be responsible for permitting stairways, lifts, landings, and lake access walkways in accordance with its requirements. The Watershed Districts will direct any inquiries regarding this work to the County for permitting.
- F. *Structures.* The Parties agree the County, as the zoning authority, will be responsible for permitting structures and considering variances or conditional uses for non-conforming structures. The Watershed Districts will direct any inquiries regarding this work to the County for permitting.
- G. *Impervious Surfaces.* The Parties agree the County will be responsible for permitting impervious surface coverage. The Watershed Districts will direct any inquiries regarding this work to the County for permitting. However, the County will consult with the respective Watershed District regarding any additions to impervious surface resulting in total impervious surface (new and existing) in excess of twenty-five percent (25%) of lot area, or ten thousand (10,000) square feet in the Shoreland Zone, or one (1) acre elsewhere for any property draining to waters of the state, or draining to an existing storm sewer or stormwater treatment facility.
- H. *Retaining Walls.* The County's Zoning Ordinance, Chapter 6(8), provides that retaining walls located in the Watershed Districts do not require a permit from the County and will be reviewed and considered by the Watershed District. The Parties agree that the Watershed Districts will be responsible for permitting retaining walls within the Shore Impact Zone, Steep Slopes, and Bluff Impact Zones. The County will direct any inquiries regarding this work to the Watershed District where the property is located for permitting.
- I. *Highways, Roads, Streets, Parking Lots, and Lake Access Roads.* The Parties agree the County will be responsible for permitting highways, roads (non-lake access), streets, and parking lots. The Watershed Districts will direct any inquiries regarding this work to the County for review and determination. However, the County will consult with the respective Watershed District regarding any actions that require a stormwater management plan. The Parties agree the Watershed Districts will be responsible for permitting lake access roads. The County will direct any inquiries regarding this work to the Watershed District where the property is located for permitting.
- J. *Subdivisions, Plats, or Planned Unit Developments.* The Parties agree the County will be responsible for permitting subdivisions, plats, and planned unit developments. The Watershed Districts will direct any inquiries regarding this work to the County for permitting. However, the County will consult with the respective Watershed District regarding any actions that require a stormwater management plan.
- K. *Bridges, Culverts, and Storm Sewer Infrastructure.* The Parties agree the County will be responsible for permitting any bridges, culverts, and storm sewer infrastructure. The Watershed Districts will direct any inquiries regarding this work to the County for review and determination unless the culvert is associated with public waters or Minn. Stat. Ch. 103E ditches, in which case, the respective drainage authority maintains permitting authority.

5. **Permitting Process.** The following is the general process associated with permitting under this Agreement:
- A. Permit applicants may apply for permits for the aforementioned permitting matters at the County or Watershed District. Depending on the permitting matter, that entity will either assist in the permit process or refer the applicant to the entity responsible for action on the permit application.
 - B. The permittee will then follow the procedures outlined by the respective entity.
 - C. The entity issuing the permit will email copies of the permit application and approved permit to the County or respective Watershed District.
6. **Permit Fees.** Permit fees will be those adopted by the respective entity with authority to issue the permit.
7. **Inspections.** The respective entity with authority to issue the permit will also be responsible for inspection of the permit activity to ensure it complies with the terms and conditions of the permit.
8. **Term and Termination.** Except as otherwise set forth herein, this Agreement will commence on the Effective Date and will expire upon the adoption of a long-term shoreline management agreement by the Parties. The Parties may mutually agree, in writing, to terminate this Agreement at any time. Additionally, one (1) Party may terminate this Agreement by providing ninety (90) calendar days' prior written notice to the other Parties of the intent to terminate. Any permit reviews being completed by a Party at the time of termination of this Agreement will remain under the jurisdiction of that Party until a determination is made. Any permit applications submitted following the termination of this Agreement will not be subject to or governed by the terms of this Agreement.
9. **Dispute Resolution.** The Parties will cooperate and use their best efforts to ensure that the various provisions of this Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes in an equitable and timely manner.
10. **Complete Agreement.** This Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to their subject matter.
11. **Authorized Representatives.** The Parties hereby designate the following individuals as their initial authorized representatives, respectively, to administer this Agreement on their respective behalf:
- | | |
|---------------------------------|-----------------------------------|
| County Representative: | Planning and Zoning Administrator |
| Pelican River Representative: | District Administrator |
| Cormorant Lakes Representative: | District Administrator |
12. **Notice.** All notices under this Agreement will be in writing: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email communication followed by a

hard copy and with receipt confirmed by telephone or return receipt (in the case of email communication), to the following addresses:

If to County: Becker County
 Attn: Planning & Zoning Administrator
 915 Lake Ave
 Detroit Lakes, MN 56501

If to Pelican River: Pelican River Watershed District
 Attn: District Administrator
 211 Holmes St. West, Wells-Fargo Bldg., Suite 201
 Detroit Lakes, MN 56501

If to Cormorant Lakes: Cormorant Lakes Watershed District
 Attn: District Administrator
 10929 County Highway #5
 Pelican Rapids, MN 56572-9324

Notices will be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other person making the delivery. Notwithstanding the foregoing, notices received after 5:00 p.m. Central Time will be deemed received on the first business day following delivery.

13. **Governing Law and Venue.** This Agreement will be controlled by the laws of the State of Minnesota. All litigation between the Parties arising out of or pertaining to this Agreement or its breach will be filed, heard, and decided in the State District Court of Becker County, Minnesota, which will have exclusive jurisdiction and venue.
14. **Amendments.** This Agreement may be amended only by written instrument duly executed by the Parties or their respective successors or assigns, except to the extent expressly provided otherwise in this Agreement.
15. **Severability.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement.
16. **Electronic Signatures.** The Parties agree that an electronic signature to this Agreement shall be valid as an original signature of the Party and shall be effective to bind the signatories of this Agreement.
17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
18. **Effective Date.** This Agreement becomes effective upon the date of the last signature appearing below.

IN WITNESS WHEREOF, the Parties signed this Agreement on the dates written below.

Signature Page for Becker County, Minnesota

The governing body of Becker County, Minnesota, approved this Agreement on the ____ of _____, 2024.

BECKER COUNTY, MINNESOTA

By: _____
John Okeson, Chair of the Board of
County Commissioners

ATTEST:

Carrie Smith, Interim County Administrator

Signature Page for the Pelican River Watershed District

The governing body of the Pelican River Watershed District approved this Agreement on the ____ of _____, 2024.

PELICAN RIVER WATERSHED DISTRICT

By: _____
Rick Michaelson, President

ATTEST:

Tera Guetter, District Administrator

DRAFT

Signature Page for Cormorant Lakes Watershed District

The governing body of the Cormorant Lakes Watershed District approved this Agreement on the ____ of _____, 2024.

CORMORANT LAKES WATERSHED
DISTRICT

By: _____
Ellis Peterson, President

ATTEST:

Liz Larson, District Administrator