



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, April 1, 2025 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 433 684 961#

- 7:00 Quarterly Joint Governance Meeting - Hosted by Detroit Lakes Chamber of Commerce - BC Museum 714 Summit Ave. 2nd Floor Detroit Lakes
- 8:15 Call the Board Meeting to Order: Board Chair Meyer
1. Pledge of Allegiance
- 8:20 Regular Business
1. Agenda Confirmation
 2. Minutes of March 18, 2025 3
- 8:25 Consent Agenda
1. Auditor-Treasurer: Regular Claims, Auditor Warrants, and Claims over 90 Days. 6
 2. Auditor-Treasurer: License List 7
 3. Human Services: Regular Claims, Public Health, & Transit
- 8:30 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
 4. Presentation of BeckerBay Auction Funds to the Becker County Food Pantry
- 9:00 County Administrator
1. Report
 2. Resolution 04-25-1E - County Surveyor Contract 15
 3. Resolution 04-25-1I - Chief Deputy Benefits 16
 4. Letter of Support - Empowerment Swings 18
- 9:25 Auditor-Treasurer
1. Resolution 04-25-1H - Accept Land Donation - Parcel 21.0044.000 19
- 9:30 Highway
1. Resolution 04-25-1A - Bid Award - Contract 60726 23
 2. Resolution 04-25-1B - Bid Award - Weed Spraying 25
 3. Resolution 04-25-1C - Bid Award - Mowing 27
 4. Resolution 04-25-1D - Bid Award - Gravel Road Blading & Plowing 30
 5. Construction Services Agreement - Moore Engineering 32
- 9:40 Land Use/Environmental Services
1. Environmental Services

- a) Resolution 04-25-1F - Personnel Request - PT Solid Waste Operator 43
- b) Resolution 04-25-1G - Personnel Request - Solid Waste Manager - Transfer Station 45

2. Parks & Rec

- a) Consideration of Potty Shack Service Agreement 46

9:50 Break

9:55 Planning & Zoning

1. Planning Commission Recommendation 03-26-25

- a) Michael & Michelle Willard - Request a Conditional Use Permit for a Retaining Wall 50

Closed Session - Labor Negotiations Strategy

- 1. Motion to close the meeting pursuant to Minn. Stat. Section 13D.03 Subd. 1(b) 52

Adjourn

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, March 18, 2025, at 8:15 am

LOCATION: Board Room, Courthouse

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

Agenda/Minutes:

1. Agenda – Motion and second to approve the agenda (Nelson, Jepson) carried.
2. Minutes – Moved and second to approve minutes of March 4, 2025, with the requested changes (Jepson, Nelson) carried.
3. Motion and second to pull Highway: Resolution 03-25-2D – CSAH 22 Parking Restrictions and Land Use: Parks & Rec – Picnic Table Purchasing Limit and approve and accept the following Consent Agenda Items, pulling – Auditor-Treasurer: Regular Claims, Auditor Warrants and Claims over 90 Days, License List Renewals for the following: Combination On/Off Sale w/Sundays – Renewal: Jack Pines Resort – Jacob Prouty – Carsonville Twp, On-Sale w/Sundays – Renewal: Detroit Mountain – Tom Thiel 0 Erie Twp, Detroit Country Club – Thomas Dolby – Lake View Twp, Parallel 46 – Lynne Stockstad – Cormorant Twp, Sunlite Bar & Grill – Wayne Crawford – Detroit Twp, Seasonal On-Sale w/Sundays – Renewal: Green Valley Golf Course – Michael Levin – Cormorant Twp, Off-Sale – Renewal: 4 Corners – Josh Swangler – Erie Twp, Cormorant Bottle Shop – Rod Einerson – Cormorant Twp, 3.2 Off Sale – Renewal: County 6 Gas & Bait – Tyler Kalberer – Lakeview Twp, Temporary 1 Day On-Sale Liquor License – Detroit Lakes Jaycees (at Soo Pass Ranch) – April Asleson – July 12, 2025, Resolution 03-25-2B – Cormorant Lions Club Raffle – August 16, 2026 – At the Cormorant Community Center in Cormorant Twp, Human Services: Regular Claims, Public Health, & Transit, DHS Civil Right Assurance Agreement (Nelson, Hansen) carried.

Commissioners:

1. Open Forum:
 - Barry Schroder – Proposing to open board meetings with a prayer.
2. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Nelson – Ordinance Committee, MRC, Sheriff.

- Commissioner Jepson – Opioid Advisory Committee, Human Services, Senior Council.
- Commissioner Hansen – Ordinance Committee, Strategic Planning, RAC, Prairie Lakes Municipal Solid Waste Authority.
- Commissioner Vareberg – Human Services, NRM.
- Commissioner Meyer – Sheriff, NRM, Lakes County Services Co-op, Dancing Sky.

3. Appointments

- Commissioner Hansen would like to apply to the MAGIC (Minnesota Association of Government Investing for Counties) Board.

4. Eagle Lake Access Discussion.

County Administrator: presented by Carrie Smith.

1. Report:

- Joint Governance Meeting April 1 at 7:00 am.
- CVSO Update: Prep work was done prior to his departure. Interviews start next week.
- Child Care Grant screening process is starting.
- Board Road Tour to be done after a board meeting in the spring.
- Legislative Updates on Paid Family Leave, Earned Safe & Sick Leave, Compacts between Tribe and Government.
- Spring Township Meeting – March 27 at 18:30 in the Jury Room.

Probation: presented by Brian Rubenstein.

1. MN DOC – Supervision Practices assisting with cost saving for Becker County in 2024 update.

Human Services: presented by Denise Warren and Shannon Jemelka.

1. Motion and second to approve the Opioid RFP Recommendations of \$36,400 to Becker County Public Health for prevention, \$20,000 to Becker County Human Services-Behavior Health Unit for treatment, and \$216,500 to F5 Project for treatment for a total of \$272,900 (Jepson, Vareberg) carried.
2. Motion and second to approve the Fraud Prevention Investigator (FPI) Position from Part Time to Full Time beginning July 1 pending securing the grant (Jepson, Nelson) carried.

Information Technology: presented by Judy Dodd.

1. Motion and second to approve the 2025 Computer Replacement in the amount of \$70,599 with \$39,720 coming from a Human Services Grant (Nelson, Hansen) carried.

Auditor-Treasurer: presented by Mary Hendrickson.

1. Motion and second to approve Resolution 03-25-2A – Tax Forfeit Land Sale 05-02-2025 (Jepson, Nelson) carried.

Highway: Consent Agenda Item.

1. Motion and second to approve Resolution 03-25-2D – CSAH 22 Parking Restrictions clarifying the date of the parking restrictions (Nelson, Jepson) carried.

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

1. Motion and second to approve Resolution 03-25-2C – Supporting Commitment with Detroit Lakes to Develop and Implement Recreational and Facility Improvements at Detroit Mountain Recreation Area and Mount View Recreation Area (Nelson, Hansen) carried.
2. Motion and second to move forward with the Trail Routing Study RFP and Contractual agreement with Partnership4Health for up to \$15,000 for services rendered to create a Heartland Trail Corridor Study (Jepson, Hansen) carried.
3. Motion and second to authorize to purchase 8 picnic tables up to \$11,500 (Hansen, Nelson) carried.
4. Motion and second to approve the Spring 2025 Timber Auction Tracts for 15 tracts offered on May 2nd Timber Sale (Nelson, Vareberg) carried.
5. Motion and second to approve Landowner Agreement and Certification of Inclusion with the DNR for a Bat Habitat Conservation Plan with County Attorney review (Nelson, Vareberg) carried.

Being no further business, Board Chair Meyer adjourned the meeting at 11:00 am.

<u>/s/</u>	Carrie Smith	<u>/s/</u>	David Meyer
	Carrie Smith		David Meyer
	County Administrator		Board Chair



BECKER COUNTY BOARD OF COMMISSIONERS
Finance Committee Meeting
Date: Monday, March 31, 2025 at 8:30 AM

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

Administrator

1. Report
2. Resolution 04-25-1E - County Surveyor Contract

Auditor-Treasurer

1. Claims
2. Claims Human Services, Public Health, & Transit
3. Resolution 04-25-1H - Accept Land Donation - Parcel 21.0044.000

Highway

1. Resolution 04-25-1A - Bid Award - Contract 60726
2. Resolution 04-25-1B - Bid Award - Weed Spraying
3. Resolution 04-25-1C - Bid Award - Mowing
4. Resolution 04-25-1D - Bid Award - Gravel Road Blading & Plowing
5. Construction Services Agreement - Moore Engineering

Land Use/Environmental Services

1. Environmental Services
 - a) Resolution 04-25-1F - Personnel Request - PT Solid Waste Operator
 - b) Resolution 04-25-1G - Solid Waste Manager - Transfer Station
2. Parks & Rec
 - a) Consideration of Potty Shack Service Agreement

Adjourn

BECKER COUNTY BOARD OF COMMISSIONERS MEETING 4/1/2025

BECKER COUNTY AUDITOR TREASURER

Combination 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. Tri Lakes Roadhouse – Gabe Line – Cormorant Twp

On-Sale w/Sundays – Renewal

1. Osage Bait & Tackle – Peggy Branstrom – Osage Twp
2. TJ’s Booze & Bistro – Jennifer Goering – Lake Eunice Twp

Seasonal On-Sale w/Sundays – Renewal

1. Shady Hollow – Chad Stenerson – Lakeview Twp

Club On-Sale – Renewal

1. Cormorant Lakes Sportsman’s Club – Wayne McDunn – Cormorant Twp

Off-Sale – Renewal

1. Byer’s Liquors – Kevin Byer – Osage Twp

3.2 Off Sale – Renewal

1. Osage Bait & Tackle – Peggy Branstrom – Osage Twp

3.2 On-Sale – Renewal

1. Ella Marie’s Café & Collectibles – Emma Mattson – Cormorant Twp

Wine and Strong Beer On Sale – Renewal

1. Ella Marie’s Café & Collectibles – Emma Mattson – Cormorant Twp

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on the 1st of April 2025, by and between the County of Becker, a subdivision of the State of Minnesota, 915 Lake Avenue, Detroit Lakes, MN 56501, hereinafter referred to as “the County,” and Josh Pfeffer, appointed as a County Surveyor, Referred to as “the Appointed.”

RECITALS

WHEREAS, the County needs land surveying services and wishes to appoint a County Surveyor into a four-year term and incorporating a Professional Services Agreement for general consultation surveying services and public land survey corner maintenance services; and

WHEREAS, the Appointed represents that he is duly qualified and willing to perform Minnesota-licensed land surveying services to the County; and

NOW, THEREFORE, in consideration of the mutual conditions stated herein, and other good and valuable consideration, the mutual receipt and sufficiency of which is now acknowledged by the parties, and for the covenants and conditions and undertakings contained in this Agreement, it is agreed by and between the parties as follows:

1. **AGREEMENT:** The County has appointed the County Surveyor and the named County Surveyor services to the County.
2. **SCOPE OF DUTIES:** General Consultation Services will consist of the following:
 - a. Review of final subdivision plats, registered land surveys, and common interest community plats for compliance with Minnesota Statutes and Becker County ordinances as requested by the Becker County Recorder.
 - b. Provision of survey specifications for bid requests as needed for Becker County projects as requested by the County Engineer, Zoning or other designated Becker County departments including, but not limited to right-of-way plats.
 - c. Provision of assistance to Becker County staff on survey and property boundary related questions, including GIS points and references.
 - d. Attendance at County Board meetings, staff and/or general public meetings as

- requested and written advisement on survey matters of interest to the County.
- e. Assistance in enhancing the public land survey system and Becker County control database for the County GIS.
 - f. Attend any MACS meeting that are approved by the County.
 - g. Assist any other surveyors asking for survey input from the County Surveyor.

Public Land Survey Corner Maintenance Services will consist of the following:

- a. Working with the County regarding the new re-monumentation bill to determine if a grant will be pursued and if it is pursued, determine how it will be managed.
- b. Reviewing and checking any submitted Certificate of Government Corners to be compliant with Minnesota Statute 381.12 Subd. 2a and Subd 3 (b) and (c).
- c. Attend any meetings requested by the County.

3. **TERM:** The term of this Agreement shall begin on the 1st day of January 2025 and continue through December 31, 2028. Notwithstanding anything contained herein to the contrary, either of the parties may terminate this agreement upon sixty (60) days' written notice to the others of their intent to do so. Any notice given hereunder will be effective on the first of the month following the requisite sixty (60) day notice. Notices shall be sent to each of the parties as noted in paragraph 16 of this Agreement. The notice shall be effective as of the date it is deposited in the United States mail, first class, postage prepaid.

After December 31, 2028, this Agreement will automatically convert to and renew on a year-to-year basis unless notice of termination is given as described above with an adjusted increase rate of 10%.

4. **COMPENSATION:** Services rendered by Surveyor shall be charged hourly based upon the attached fee schedule (Attachment 1)

The Surveyor will prepare an itemized monthly invoice and submit the Invoice to the County for payment.

5. **PERSONNEL:** The Surveyor shall furnish all services, labor, transportation, per diem,

and other related expenses necessary to conduct and complete the work, and shall furnish all materials, equipment, vehicles, supplies and incidentals with the exception of PLS monuments. The Surveyor shall be an independent Surveyor, not an employee or agent of Becker County.

a. If overnight travel on behalf of Becker County is necessary lodging will be reimbursed by Becker County with pre-approval of travel.

6. **OFFICE SPACE AND EQUIPMENT:** Surveyor shall be responsible for provision of all office space, equipment, telephone services, mailing services and supplies necessary to complete its work under the terms of this agreement. The Surveyor shall obtain any all permits, or permission required to perform the scope of services outlined in this Agreement.

8. **NONDISCRIMINATION:** Surveyor, as required by law, shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or disability constitutes a bona fide occupational qualification).

9. **MEADOWLAND SURVEYING INC:** It is understood by the County that Joshua P. Pfeffer is an owner of Meadowland Surveying Inc. and any survey records used to perform survey tasks for the County are owned by Meadowland Surveying Inc. and are not the property of Becker County. No field survey work or survey work requiring the certificate and signature of a licensed land surveyor will be completed by Joshua P. Pfeffer or under his direct supervision unless contracted through the county per Section 2 (b).

10. **INDEMNIFICATION AND HOLD HARMLESS:** Surveyor shall, at its own expense, indemnify, save and hold harmless the County and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County and its officers may incur as a result of the negligent acts or omissions of the Surveyor or its employees, servants, agents or sub Surveyors that may arise out of the Agreement. The Surveyor's responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, by the insurance coverage obtained

and/or maintained by the Surveyor.

11. **LICENSING:** Throughout the term of this Agreement, the Surveyor must maintain a license as a Professional Land Surveyor in the State of Minnesota. If the Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of the Agreement. The Agreement shall be deemed terminated on the date that the Surveyor is no longer licensed as a surveyor in the State of Minnesota. Becker County shall reimburse yearly dues for membership for Minnesota Association of County Surveyors (MACS). Rate \$100 per year.

12. **DATA:** During the term of this Agreement, no private or confidential data shall be revealed, except as authorized by the County consistent with the requirements of the Minnesota Government Data Practices Act.

The County shall permit the Surveyor to have access to all data that is necessary to fulfill this Agreement including but not limited to: filed surveys, plats, Corner Certificates, plat books, aerial photography, recorded descriptions, and right of way information.

13. **ADDITIONAL PAYMENT:** Nothing contained in this Agreement shall obligate the County to make any payment for services rendered in any period after the termination of this Agreement.

14. **MODIFICATION:** This Agreement contains the entire understanding of the parties. It may not be changed orally, but only upon an Agreement in writing approved by the parties. It may be modified as to terms and conditions from time to time upon the mutual consent of the parties, however, such modification shall be reduced to writing, signed by the parties and the document appended to and made a part of this Agreement.

15. **NOTICE:** Any notice to the County pursuant to this Agreement shall be given to the County Administrator or the County Board.

16. **PROHIBITION AGAINST ASSIGNMENT:** Except as otherwise expressly provided in this Agreement, Surveyor agrees that this Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by Surveyor or by any other person claiming under it by virtue of this Agreement and shall not be subject to

execution, attachment, or similar process. Any attempt at assignment, transfer, or of pledge or hypothecation or other disposition of this Agreement or of such rights, interests, and benefits contrary to the foregoing provisions or the levy of any attachment or similar process shall be null and void and without affect.

17. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the County, its successors and assigns and any such successor shall be deemed substituted for the County under the terms of this Agreement. This Agreement shall likewise be binding upon Surveyor. As used in this Agreement, the term "successor" shall include any corporation or other business entity which at any time whether by merger, purchase or otherwise acquires all or substantially all of the assets or business of the corporation.

18. **CONFLICTS OF INTEREST:** Surveyor shall identify any conflicts of interest with regard to work to be accomplished under this Agreement. Both prior and present clients should be identified as appropriate.

19. **CONTROLLING LAW AND VENUE:** This Agreement shall be controlled by the laws of the State of Minnesota and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement shall be brought in Becker County, Minnesota.

BECKER COUNTY:

Dated _____

BY _____
David Meyer, Chair
Becker County Board of Commissioners

ATTEST:

Carrie Smith
Becker County Administrator

Dated _____

BY _____
Brian McDonald
Becker County Attorney

Dated _____

BY _____
Josh Pfeffer

Attachment 1

Josh Pfeffer

HOURLY FEES

Year 2025 and 2026	179 per hour
Year 2027 and 2028	189 per hour

**BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION 04-25-1E
COUNTY SURVEYOR APPOINTMENT AND SALARY SETTING**

WHEREAS, the Becker County Board of Commissioners has determined the need to appoint a County Surveyor, and;

WHEREAS, the term of office for the appointed surveyor shall begin upon the expiration of the term of the incumbent and run for a period of four years; and;

WHEREAS, Josh Pfeffer has made his intentions known to continue to serve as County Surveyor, and;

WHEREAS, Josh Pfeffer will be compensated as a contracted vender and as an appointee.

NOW THEREFORE, BE IT RESOLVED, that the Becker County Board of Commissioners reaffirms the appoint of Josh Pfeffer as Becker County Surveyor for a four-year term beginning on April 1, 2025 and expiring on December 31, 2028, and approves setting the annual compensation for said position at:

2025	\$ 179 per hour
2026	\$ 179 per hour
2027	\$ 189 per hour
2028	\$ 189 per hour

Duly adopted this 1st Day of April 2025, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ David Meyer
David Meyer
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 April 1, 2025, as recorded in the record of proceedings.

Carrie Smith
County Administrator

**BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION 04-25-11
CHIEF DEPUTY BENEFIT ENTITLEMENT**

WHEREAS, Shane Richard is the Chief Deputy and was duly appointed by the Sheriff and approved by the County Board of Commissioners pursuant to Minn. Stat. § 387.145; and

WHEREAS, Shane Richard's appointment to his Chief Deputy position on January 6th, 2015, did not address how he would be compensated in wages, benefits, and

NOW THEREFORE BE IT RESOLVED, the Board of Commissioners of Becker County, Minnesota, hereby approves and ratifies the following benefits for Shane Richard, the Chief Deputy of Becker County.

1. Shane Richard the Becker County Chief Deputy shall have comparable language application to specific referenced LELS union agreement Articles listed below as it applies in Article 3 sections 3.3-Employee, 3.4-Department, 3.5-Employer, 3.7-Scheduled Shift, 3.8-Rest Breaks, 3.9-Lunch Breaks, and 3.10-Regular Employee of the LELS Essential Administrators Union Agreement; and
2. Shane Richard the Becker County Chief Deputy shall receive Vacation Leave as defined in Article 16 of the LELS Essential Administrators Union Agreement; and
3. Shane Richard the Becker County Chief Deputy shall receive Sick Leave as defined in Article 21 of the LELS Essential Administrators Union Agreement; and
4. Shane Richard the Becker County Chief Deputy shall receive Insurance as defined in Article 15 of the LELS Essential Administrators Union Agreement; and
5. Shane Richard the Becker County Chief Deputy shall receive Severance Pay as defined in Article 26 of the LELS Essential Administrators Union Agreement; and
6. Shane Richard the Becker County Chief Deputy shall receive Length of Service as defined in Article 25 of the LELS Essential Administrators Union Agreement; and
7. Shane Richard the Becker County Chief Deputy shall receive Uniforms equivalent to those provided in Article 17 of the LELS Essential Administrators Union Agreement.
8. Shane Richard the Becker County Chief Deputy shall receive Holidays equivalent to those provided in Article 18 of the LELS Essential Administrators Union Agreement.
9. Shane Richard the Becker County Chief Deputy shall receive Overtime Pay as defined in Article 11 of the LELS Essential Administrators Union Agreement.
10. Shane Richard the Becker County Chief Deputy shall receive Court Time Pay as defined in Article 12 of the LELS Essential Administrators Union Agreement.
11. Shane Richard the Becker County Chief Deputy shall receive Call Back Time Pay as defined in Article 13 of the LELS Essential Administrators Union Agreement.
12. Shane Richard the Becker County Chief Deputy shall receive Personal Leave Time as defined in Article 19 of the LELS Essential Administrators Union Agreement.
13. Shane Richard the Becker County Chief Deputy shall receive Legal Protection as defined in Article 20 of the LELS Essential Administrators Union Agreement.
14. Shane Richard the Becker County Chief Deputy shall receive Bereavement Leave as defined in Article 23 of the LELS Essential Administrators Union Agreement.

15. Shane Richard the Becker County Chief Deputy shall receive Wages as defined in Article 24 of the LELS Essential Administrators Union Agreement.
16. Shane Richard the Becker County Chief Deputy shall receive Longevity as defined in Article 25 of the LELS Essential Administrators Union Agreement.

Duly adopted this 1st day of April 2025, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ David Meyer
David Meyer
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 April 1, 2025, as recorded in the record of proceedings.

Carrie Smith
County Administrator



COUNTY OF BECKER

Administration

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

April 1, 2025

To Whom It May Concern:

On behalf of Becker County DAC, Becker County would like to express our full support for the *Empowerment Swings* initiative, a groundbreaking project aimed at providing accessible recreational opportunities for adults with disabilities in our community.

We are confident that Empowerment Swings will not only enhance the lives of adults with disabilities but also serve as a model for future community-driven placemaking projects. The project's focus on community engagement and collaboration with local stakeholders is a testament to its potential for success and long-term positive impact.

We believe this initiative aligns with the public mission to promote inclusivity, accessibility, and well-being for all members of our community.

We strongly encourage others to join us in supporting this transformative project and look forward to seeing the positive changes it will bring to our community.

Sincerely,

Dave Meyer
Becker County Board Chair
david.meyer@co.becker.mn.us

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 04-25-1H

Accept Land Donation

WHEREAS Parcel 21.0044.000 is described as Section 08 Township 140 Range 36 the East one half of the Southwest one quarter (E1/2 of SW1/4) also known as 80 acres;

WHEREAS Potlatch Operating Company conveyed the parcel in 2020 to The Conservation Fund of Arlington VA along with other lands in Becker County, and

WHEREAS, Northern Waters Land Trust of Walker MN has offered to acquire priority forest habitat lands in fee and donate this parcel to Becker County to be used as part of the Becker County forests. This land adjoins tax forfeited land the County manages for the State.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves the land donation of parcel 21.0044.000 and will pay 2025 taxes and closing costs.

Duly adopted this 1st day of April 2025, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith

Carrie Smith
County Administrator

/s/ David Meyer

David Meyer
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 April 1st, 2025, as recorded in the record of proceedings.

Carrie Smith
County Administrator

LAND DONATION DONEE DECLARATION

This Land Donation Donee Declaration (“**Declaration**”) is made effective April __, 2025 by Becker County, State of Minnesota (“**County**”).

RECITALS

1. Northern Waters Land Trust, a Minnesota non-profit corporation, with an office at 800 Minnesota Avenue. W., Walker, Minnesota 56484 (“**Land Trust**”) has agreed to donate to the County real property in Becker County as described on Exhibit A (“**Property**”).
2. On April __, 2025, the Land Trust purchased the Property AS-IS from The Conservation Fund, a Maryland non-profit corporation (“**TCF**”).
3. The Land Trust purchased the Property with ML 2024, Ch. 106, Art. 1, Sec. 2, Subd. 3(a), Minnesota Heritage Forest - Transition to Public Ownership also known as “Outdoor Heritage Funds”.
4. The purpose of the donation from the Land Trust to the County is to “acquire priority forest habitat lands in fee as Becker county forests.”
5. Prior to ownership by TCF, the Property was owned by PotlatchDeltic timber company (“**Potlatch**”) which conducted forest management, removal and forest planting and regeneration on some or all of the Property.
6. In its due diligence to purchase the Property, the Land Trust did not walk and did not survey the Property to discover whether any unrecorded encumbrances or encroachments exist.
7. The Land Trust did not investigate whether or not unrecorded hunting, fishing or other recreational access claims exist by way of contract or by way of adverse possession.
8. In the Land Trust’s title work from Arrowhead Abstract & Title Company (“**Arrowhead**” or “**Title**”), Arrowhead included in its Schedule B, Part II, Exceptions of its Title Commitment to the Property the following exception statements:
 - a. *“Rights of the public and others in that portion of the subject property lying within the boundaries of any public, or roads, any Forest Service Roads, logging roads, railroads and trails which may traverse portions of the land.”*
 - b. *“Lack of access to a public right of way for those portions of the property which may be landlocked.”*
9. On April __, 2025, the Land Trust will donate the Property to the County (“**Donation**”).

NOW, THEREFORE, in consideration of the Land Trust donating the Property to the County, the County agrees to accept the Property and Donation subject to the following:

1. All of the statements in the recital section of this Declaration.
2. The Property may be landlocked from public vehicular or pedestrian access.
3. The Property may have unrecorded adverse claims and/or interests to the County’s use interests.
4. The Property may have unrecorded adverse claims and/or interests to the County’s exclusive possession interests.

5. The Property may have boundary or structure encroachments.
6. The County receives the donation relying solely upon its own investigation and due diligence and not upon any verbal or written representation or warranty from the Land Trust.
7. The County shall be responsible for all its own Property investigation costs.
8. The County shall be responsible for all its own closing and recording costs.
9. The County receives the Donation AS-IS.
10. The County shall receive the Donation via limited warranty deed. The Land Trust shall transfer only rights it received from TCF. The Land Trust will not warrant title to the Property.
11. The County assumes all risk and shall bear full legal and financial responsibility of any known or unknown Property issue.
12. If a post- closing claim occurs to the Property, the County agrees to indemnify and hold the Land Trust, and all its officers and employees, harmless from all costs to defend any claim against the County or the Land Trust.

BECKER COUNTY

By:

Its:

STATE OF Minnesota)
) ss.
 COUNTY OF Becker)

Subscribed and sworn to before me on _____, 2025 by _____,
 as _____, on behalf of Becker County.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
 (month/day/year)

Drafted By:

E. Michalski
 ARROWHEAD ABSTRACT & TITLE CO.
 314 West Superior Street, Suite 101
 Duluth, MN 55802
 218-722-0052
 T-70586B-1

Exhibit A

Real property in Becker County, Minnesota legally described as:

**NWLT T-70586B Becker
Legal Description**

County	PIN	Legal Description	Section	Township	Range
BEC-0001A	210044000	Northeast Quarter of Southwest Quarter (NE1/4 of SW1/4)	8	140	36
BEC-0002A		Southeast Quarter of Southwest Quarter (SE1/4 of SW1/4)			

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 04-25-1A

Bid Award

SAP 003-607-026 & SAP 003-616-016

WHEREAS, a bid in the amount of \$3,415,953.62 from Dennis Drewes Inc., of Frazee, MN, was the low bid received in the bid letting on March 20, 2025 for Shoulder Widening and Aggregate Shouldering on CSAH 7, from CSAH 14 to CSAH 16 and on CSAH 16, from Clay County Line to CSAH 7.

WHEREAS, the bid is considered reasonable and is 6.63% under the engineer’s estimate;

NOW THEREFORE BE IT RESOLVED that Becker County hereby awards a contract to the low bidder, Dennis Drewes Inc, of Frazee, MN.

BE IT FURTHER RESOLVED that the County Chairman and County Administrator are hereby authorized and directed, on behalf of Becker County to execute and enter into said contract.

Duly adopted this 1st day of April 2025, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ Dave Meyer
Dave Meyer
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 April 1, 2025, as recorded in the record of proceedings.

Carrie Smith, County Administrator

**BECKER COUNTY HIGHWAY DEPARTMENT
SAP 003-607-026 and SAP 003-616-016
BID TABULATION - BID OPENING MARCH 20, 2205**

Engineer's Estimate = \$3,658,479.35

Contractor	Total	% Over/Under Estimate
Dennis Drewes Inc.	\$3,415,953.62	6.63% UNDER
Gladen Construction Inc	\$4,033,222.09	10.24% OVER
Hough, Inc. of Detroit Lakes	\$4,155,167.38	13.58% OVER
Knife River Materials-Northern Minnesota	\$4,253,981.17	16.28% OVER
R.J. Zavoral and Sons, Inc.	\$4,417,388.77	20.74% OVER
Sellin Brothers, Inc.	\$4,804,610.95	31.33% OVER
Mark Sand & Gravel Co.	\$5,454,942.37	49.10% OVER



Becker County Highway Department

ROW Spraying Quote Tabulation

MAINTENANCE CONTRACTS

Date of Opening: March 24th, 2025

RIGHT OF WAY WEED SPRAYING

Time of Opening: 9:00 A.M.

No.	Bidder & Address	Hourly Rate	
1	L & M Rd Services LLC Leo Splonskowski 17252 280 th Street Ulen, MN 56585	\$135 per hr \$125 per hr	Truck w/1,000 gal UTV w/100 gal *Low quote
2	Carrs Tree Service Jacob Carr	\$139.95 per hr	
3	JH Lawn Solutions Jeff Hublit Solway, MN	\$270 per hr	
4			
5			
6			
7			

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 04-25-1C

2025 – 2027 ROADSIDE MOWING CONTRACT

WHEREAS, the following bids were received for the 2025-2027 Roadside Mowing Contract in the letting that was held on March 24, 2025:

Bidder	Area	Amount
L&M Road Services	1	\$ 28,795.00
L&M Road Services	2	\$ 24,360.00
L&M Road Services	3	\$ 20,449.00
L&M Road Services	4	\$ 13,078.00

WHEREAS, the bidders are considered responsible, the bids considered reasonable, and the proposed equipment to be used meets all specifications.

NOW, THEREFORE, BE IT RESOLVED: That the Becker County Board of Commissioners does hereby authorize the County Engineer to award the contract for the roadside mowing to said contractor.

BE IT FURTHER RESOLVED, that the County Engineer is hereby authorized and directed, on behalf of Becker County, to execute and enter into said contract.

Duly adopted this 1st day of April 2025, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ Dave Meyer
Dave Meyer
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 April 1, 2025, as recorded in the record of proceedings.

Carrie Smith
County Administrator



Becker County Highway Department

ROADSIDE MOWING BID TABULATION 2025- 2027

Date of Letting: March 24th, 2025

Time of Letting: 9:00 A.M.

Bidder	Bond or Cashiers Check	Area	Mile rate	Total Bid
L & M Rd. Services 31203 County Highway 7 Lake Park, MN 56554	Cashiers Check	1	\$130	\$28,795 *Low Bid
L & M Rd. Services 31203 County Highway 7 Lake Park, MN 56554	Cashiers Check	2	\$140	\$24,360 *Low Bid
L & M Rd. Services 31203 County Highway 7 Lake Park, MN 56554	Cashiers Check	3	\$130	\$20,449 *Low Bid
L & M Rd. Services 31203 County Highway 7 Lake Park, MN 56554	Cashiers Check	4	\$130	\$13,078 *Low Bid
Apex Drainage, LLC PO Box 288 Glyndon, MN 5647	Bid Bond	1	\$165	\$36,547.50
Apex Drainage, LLC PO Box 288 Glyndon, MN 5647	Bid Bond	2	\$165	\$28,710
Apex Drainage, LLC PO Box 288 Glyndon, MN 5647	Bid Bond	3	\$165	\$25,954.50
Apex Drainage, LLC PO Box 288 Glyndon, MN 5647	Bid Bond	4	\$165	\$16,599

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 04-25-1D

BID AWARD

2025-2028 ROAD MAINTENANCE CONTRACTS

WHEREAS, bids were received in the letting of March 24, 2025 for the Road Maintenance contracts;

BIDDER	AREA	Hourly Rates			Total Area Bid
		Blade	Plow-Grader	Plow-Truck	
GROTH GRAVEL & GRADING LLC	1	\$ 142.00	\$ 150.00	\$ 150.00	\$ 133,650.00
HENDRICKS ROAD MAINTENANCE	2	\$ 150.00	\$ 175.00	\$ 175.00	\$ 139,000.00
GROTH GRAVEL & GRADING LLC	3	\$ 150.00	\$ 155.00	\$ 165.00	\$ 77,475.00
GUSTNER CONSTRUCTION LLC	4	\$ 170.00	\$ 205.00	\$ 205.00	\$ 68,725.00
PROJECTS UNLIMITED INC	5	\$ 145.00	\$ 145.00	\$ 150.00	\$ 64,000.00
THELEN'S EXCAVATING, INC	6	\$ 140.00	\$ 140.00	\$ 130.00	\$ 58,800.00
PROJECTS UNLIMITED INC	7	\$ 145.00	\$ 150.00	\$ 150.00	\$ 48,000.00

WHEREAS, the bidders are considered responsible, the bids considered reasonable, and the proposed units to be used meet all specifications;

NOW, THEREFORE, BE IT RESOLVED: that the Becker County Board of Commissioners hereby authorizes the County Engineer to award the maintenance contracts for these areas;

BE IT FURTHER RESOLVED: that the County Engineer is hereby authorized and directed, on behalf of Becker County, to execute and enter into said contracts.

Duly adopted this 1st day of April 2025, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ Dave Meyer
Dave Meyer
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 April 1st, 2025, as recorded in the record of proceedings.

Carrie Smith
County Administrator

BID TABULATION REPORT
MAINTENANCE CONTRACTS
2025-2028 BLADING & PLOWING

DATE OF LETTING MARCH 24th, 2025
TIME OF LETTING 9:00 A.M.

BIDDER	BOND CASHIERS	AREA	RATE	ESTIMATED HOURS	PRICE PER	TOTAL	TOTAL BID
LUNDE BLADE & GRAVEL, LLC PO BOX 296 FLOM, MN 56541	Cashiers check	1	BLADE	825	\$ 160.00	\$ 132,000.00	\$ 151,250.00
			PLOW-GRADER	110	\$ 175.00		
			PLOW-TRUCK	110	\$ 175.00	\$ 19,250.00	
GROTH GRAVEL & GRADING LLC 20486 CO RD 155 OGEMA, MN 56569	Cashiers check	1	BLADE	825	\$ 142.00	\$ 117,150.00	\$ 133,650.00
			PLOW-GRADER	110	\$ 150.00		
			PLOW-TRUCK	110	\$ 150.00	\$ 16,500.00	*Low Bid*
HENDRICKS ROAD MAINTENANCE 18424 170TH AVE LAKE PARK, MN 56554	Bank Money Order	2	BLADE	810	\$ 150.00	\$ 121,500.00	\$ 139,000.00
			PLOW-GRADER	100	\$ 175.00		
			PLOW-TRUCK	100	\$ 175.00	\$ 17,500.00	*Low Bid*
HENDRICKS ROAD MAINTENANCE 18424 170TH AVE LAKE PARK, MN 56554	Bank Money Order	3	BLADE	445	\$ 150.00	\$ 66,750.00	\$ 78,125.00
			PLOW-GRADER	65	\$ 175.00		
			PLOW-TRUCK	65	\$ 175.00	\$ 11,375.00	
GROTH GRAVEL & GRADING LLC 20486 CO RD 155 OGEMA, MN 56569	Cashiers check	3	BLADE	445	\$ 150.00	\$ 66,750.00	\$ 77,475.00
			PLOW-GRADER	65	\$ 155.00		
			PLOW-TRUCK	65	\$ 165.00	\$ 10,725.00	*Low Bid*
DAN BERGSTROM 40689 CO RD 26 ROCHERT, MN 56578	Cashiers check	3	BLADE	445	\$ 160.00	\$ 71,200.00	\$ 82,900.00
			PLOW-GRADER	65	\$ 180.00		
			PLOW-TRUCK	65	\$ 180.00	\$ 11,700.00	
Bid error, meant to bid area 4 but bid area 3							
GUSTNER CONSTRUCTION LLC 17872 COUNTY HIGHWAY 29 DETROIT LAKES, MN 56501	Cashiers check	4	BLADE	350	\$ 170.00	\$ 59,500.00	\$ 68,725.00
			PLOW-GRADER	45	\$ 205.00		
			PLOW-TRUCK	45	\$ 205.00	\$ 9,225.00	*Low Bid*
PROJECTS UNLIMITED INC 56378 145TH ST MENAHA, MN 56868	Cashiers check	5	BLADE	400	\$ 145.00	\$ 58,000.00	\$ 64,000.00
			PLOW-GRADER	40	\$ 145.00		
			PLOW-TRUCK	40	\$ 150.00	\$ 6,000.00	*Low Bid*
THELEN'S EXCAVATING, INC 32996 CO RD 135 PARK RAPIDS, MN 56470	Cashiers check	6	BLADE	380	\$ 140.00	\$ 53,200.00	\$ 58,800.00
			PLOW-GRADER	40	\$ 140.00	\$ 5,600.00	
			PLOW-TRUCK	40	\$ 130.00		*Low Bid*
PROJECTS UNLIMITED INC 56378 145TH ST MENAHA, MN 56868	Cashiers check	7	BLADE	300	\$ 145.00	\$ 43,500.00	\$ 48,000.00
			PLOW-GRADER	30	\$ 150.00		
			PLOW-TRUCK	30	\$ 150.00	\$ 4,500.00	*Low Bid*



BECKER COUNTY

HIGHWAY DEPARTMENT

1771 Tower Road • Detroit Lakes, MN 56501

218-847-4463

MEMORANDUM

Date: March 27, 2025

To: Becker County Board of Commissioners

From: Jim Olson, County Engineer

Subject: Construction Engineering Services for CSAH 7 and CSAH 80 in the City of Lake Park

Background: The attached agreement is between Becker County and Moore Engineering to perform construction engineering services on the street and sidewalk construction work in the City of Lake Park. State Aid construction funds will be used to pay for these services.

Recommended Action: Authorize the County Engineer to execute the agreement and oversee the contracted work.



3315 Roosevelt Road
Suite 300
St. Cloud, MN 56301
P: 320.281.5493



03/06/2025

Jim Olson, PE, County Engineer
Becker County Highway Department
1771 N. Tower Rd.
Detroit Lakes, MN 56501

Subject: Letter Agreement
CSAH 7/CSAH 80 Improvements
S.A.P. 003-607-027/003-680-005
RPR, Const. Survey, & Contract Admin.
Moore Project No. 22621

Dear Mr. Olson,

In accordance with recent discussions, Moore Engineering, Inc. (Moore) is pleased to submit our proposal to Becker County for Field Inspection (RPR), Construction Survey Staking, and Contract Administration services for the above-mentioned projects.

Project Understanding

Projects S.A.P. 003-607-027 and S.A.P. 003-680-005 are programmed to be constructed utilizing State funding sources and consists of reconstruction and surface rehabilitation on CSAH 7 and CSAH 80 in Lake Park, MN. ADA upgrades and improvements to the sidewalks and driveways will be performed as well.

Scope of Work

1. Construction Survey and Construction Staking
 - Perform construction survey and construction staking for all construction activities.
2. Construction Contract Administration including DCP Administration
 - Solicit quotes for an independent material testing firm that will perform compliant materials testing activities for the owner to approve for hire at County cost.
 - Provide full tracking of materials utilization.
 - Prepare detailed partial payment and final payment information for the County to use in their preparation of requests for state funding reimbursements.
 - Provide a weekly progress update email to the County identifying tasks completed, tasks underway, expected timelines, and any information on field issues needing resolve.
 - Facilitate progress meetings as requested by the County, prepare agendas and prepare regular meeting minutes. Three (3) virtual 1-hr meetings are estimated.
 - Provide oversight to ensure the construction contractor is following State Prevailing Wage requirements.
 - Identify changed field conditions or inconsistencies. Evaluate these situations based on the contract documents. When appropriate, obtain cost proposals from

the Contractor and provide recommendations to the County to adjust the construction work.

- Perform Final Inspection, prepare punchlist, recommend final payment.
- Perform project close out duties and prepare State Aid close out paperwork.

3. Construction Engineering

- Provide full-time onsite MnDOT certified RPR inspection services.
- Maintain daily construction diaries.
- Conduct weekly progress meetings with the construction contractor with at least two (2) onsite meetings per month attended by the project manager or his/her representative. Ten (10) onsite meetings with the Contractor are estimated.
- Coordinate and oversee materials testing on site.
- Maintain all records as required by MnDOT for State funded Construction projects for submittal to the County and State.

Anticipated Schedule

Conduct Bid Opening on or before May 1, 2025

Fee

Moore will perform the tasks specified in the Scope of Work above on a Category Billing Rate basis using the actual hours worked, times the appropriate Category Billing Rate plus the actual direct expenses incurred, including subconsultant fees times a multiplier of 1.15. Category Billing Rates are provided as **Attachment 1** to this Proposal. Category Billing Rates and expense costs listed in **Attachment 1** are valid through the end of the current year. On January 1 of each subsequent year, Category Billing Rates and reimbursable expenses may be adjusted to meet market conditions.

Moore will perform the tasks specified in the Scope of Work above for the estimated total fee of **ONE HUNDRED SIXTY-NINE THOUSAND, NINETY-EIGHT DOLLARS (\$169,098)**. Tasks will be broken down by phases, but funds may be moved from one phase to another if needed to address project unknowns. This estimate is based on an anticipated construction duration of 10 full weeks with 2 full time inspectors needed during critical times, such as large concrete pours or paving operations. Invoices will be submitted monthly based on the Engineers' work completed.

Standard Terms and Conditions

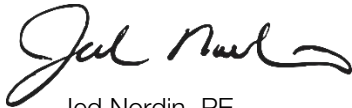
Our services will be provided in accordance with **Attachment 2** "Standard Terms and Conditions for Professional Services", which are integral to this Proposal.

Closing

Should you find this Proposal acceptable, please have an authorized representative of Becker County sign the Acceptance portion of this letter below and return one (1) fully executed copy of this Proposal to me. Receipt of the fully executed copy of this Proposal will serve as our Agreement and our Notice to Proceed.

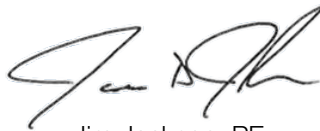
We appreciate the opportunity to submit this Proposal to Becker County and we look forward to working with you on this Project. Should you have any questions or need additional information, please contact Jed Nordin by phone at 218-616-4722 or by e-mail at jed.nordin@mooreengineeringinc.com.

Sincerely,



Jed Nordin, PE

Senior Project Manager



Jim Jackson, PE

Transportation Sector Leader

Acceptance by Becker County

We hereby authorize Moore Engineering, Inc. to proceed with the work described above.

Signature _____

Name _____

Title _____

Date _____

Address for giving notices _____ 1771 N. Tower Rd. _____

_____ Detroit Lakes, MN 56501 _____

2025 BILLING SCHEDULE

Effective January 1, 2025

NOTE: Rates contained in this Billing Schedule are valid until December 31, 2025. After December 31, 2025, Hourly Billing Rates will be escalated annually and direct expenses may be adjusted to meet market conditions.

	Description	Billing Rate Per Hour
1	Principal - SR Project Manager - CSR	\$250 - \$286
2	Project Manager - SR PE	\$235 - \$245
3	Technical Advisor I, II, SR	\$205 - \$300
4	Professional Engineer I, II	\$195 - \$215
5	Graduate - Project Engineer	\$145 - \$172
6	Engineering Designer I,II, SR	\$156 - \$185
7	Engineering Technician I, II, III	\$98 - \$155
8	Environmental Scientist I, II, II, SR	\$140 - \$234
9	Environmental Technician Intern, I, II	\$98 - \$150
10	Hydrogeologist Staff, Project,Professional II, I, SR	\$150 - \$215
11	Landscape Architect I, II, SR	\$135 - \$182
12	Project Administrator I, II, SR	\$130 - \$182
13	Office Administrator I, II, SR	\$115 - \$176
14	CADD Technician I, II, III	\$109 - \$155
15	Senior GIS Coordinator - GIS Manager	\$187
16	GIS Analyst - GIS Developer	\$166 - \$176
17	GIS Programmer I,II,III	\$145 - \$170
18	GIS Technician I, II, III	\$120 - \$165
19	GIS Specialist I, II, III	\$150 - \$176
20	Land Surveyor - Senior Land Surveyor	\$187 - \$208
21	Survey Manager	\$192
22	Survey Crew Chief I, II - Survey Data Analyst	\$160 - \$202
23	Project Coordinator - CADD Standards Coordinator	\$160 - \$192
24	Funding Specialists	\$120 - \$156
25	Survey Technician I,II, III	\$104 - \$145
26	Construction Engineer/Specialist, I, II, SR	\$161 - \$215
27	Drone Operator - Drone Services Coordinator	\$155 - \$170
28	Administrative Assistant I, II	\$88 - \$100

Travel Expenses	Project Mileage	Per current IRS rate per mile
	Lodging	Cost * 1.15
	Meals	Cost * 1.15
	Per Diem	\$60.00 per day
Survey Supplies	Iron Pins	\$1.25 each
	Fence Posts	\$5.00 each
	Motorized Offroad Vehicles Drone Equipment	\$75.00 per day
Miscellaneous	Project Expenses	At Cost
	Sub Consultants	At Cost

Attachment 2
STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES (April 2016)

1. General

1.1 The following Standard Terms and Conditions, together with the attached Proposal, constitutes the Agreement between Moore Engineering, Inc. (hereinafter referred to as "ENGINEER") and the person or entity to whom the Proposal is addressed (hereinafter referred to as "OWNER") for the performance of professional and related services. If OWNER requests that ENGINEER begin work prior to OWNER's execution of this Agreement and ENGINEER performs work in accordance with this Agreement, then this Agreement shall constitute the agreement between OWNER and ENGINEER even if OWNER fails to return an executed counterpart of this Agreement to ENGINEER.

1.2 No provision of this Agreement, including without limitation these Standard Terms and Conditions, may be waived, altered, or modified in any manner, unless the same shall be set forth in writing and signed by a duly authorized agent of ENGINEER. OWNER may use its standard business forms (such as purchase orders) to administer any agreement between ENGINEER and OWNER, but use of such forms shall be for convenience purposes only, and any typed provision in conflict with the terms of these Standard Terms and Conditions or ENGINEER's Proposal and all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void.

1.3 OWNER acknowledges and agrees that ENGINEER's services are on behalf of and for the exclusive use of OWNER and shall consist solely of those services described in ENGINEER's scope of services and shall not be based upon scientific or technical tests or procedures beyond the scope described therein, or the time and budgetary constraints imposed by OWNER. OWNER further acknowledges and agrees that ENGINEER's services require decisions that are not always based upon pure science, but also include judgmental considerations.

2. Standards of Performance

2.1 The standard of care for all professional engineering and related services under this Agreement shall be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with any services performed or furnished by the ENGINEER.

2.2 ENGINEER shall perform the professional engineering and related services under this Agreement as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

2.3 Subject to the standard of care set forth in Paragraph 2.1, ENGINEER and its Consultants may use or rely upon design elements in information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and publishers of technical standards.

2.4 ENGINEER shall review laws, rules, regulations, ordinances, codes, and OWNER-mandated standards policies, procedures and instructions provided to the ENGINEER in writing and that are in effect as of the date of this Agreement

applicable to the ENGINEER's performance services under this Agreement subject to the standard of care set forth in Paragraph 2.1 and to the extent compliance is consistent with professional practice requirements. ENGINEER shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. Changes to any laws, rules, regulations, ordinances, codes, OWNER-mandated standards, policies procedures and instructions or requirements of governmental authorities after the effective date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, and/or compensation. If, during ENGINEER's review of applicable laws, rules, regulations, ordinances and codes, and OWNER-mandated standards, ENGINEER identifies any conflict between such laws, rules, regulations, ordinances and codes, and OWNER-mandated standards, ENGINEER shall notify OWNER of the nature and impact of such conflict. OWNER agrees to cooperate and work with ENGINEER in an effort to resolve any such conflict.

2.5 ENGINEER shall not be required to sign any document or certification, no matter by whom requested, that would result in ENGINEER having to certify, guarantee or warrant the existence of conditions whose existence ENGINEER cannot ascertain, or that extends ENGINEER's duties, responsibilities or liability beyond that contemplated by this Agreement. In the event that ENGINEER executes any such document or certificate, OWNER acknowledges that such execution by ENGINEER shall not operate as a waiver of this provision, but shall be considered a mistake of fact or law. OWNER agrees not to make resolution of any dispute with ENGINEER or payment of any amount due to ENGINEER in any way contingent upon ENGINEER's signing any such certification.

3. Contingency

3.1 OWNER and ENGINEER acknowledge and agree that certain increased costs and changes may be required as a result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities or inconsistencies in the drawings, specifications and other documents furnished by ENGINEER or contained within other professional services performed or furnished by ENGINEER under this Agreement and, therefore, the final construction cost of the Project may exceed the OWNER's estimated construction cost. Accordingly, OWNER agrees to set aside a reserve in the amount of 3 percent of the estimated construction cost as a contingency to be used as required to pay for such increased costs and changes resulting from the imprecision, incompleteness, errors, omissions, ambiguities or inconsistencies in the drawings, specifications and other documents furnished by ENGINEER or contained within other professional services performed or furnished by ENGINEER. The contingency percentage listed above should be included as a portion of the OWNER's overall construction contingency established to address unforeseen events or circumstances that arise during construction.

3.2 Any responsibility of ENGINEER for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that OWNER would have incurred if the Covered Change Order work had been included originally without any imprecision,

incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents or in the Opinion of Probable Construction Cost and without any other error or omission of ENGINEER related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, ENGINEER is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term ENGINEER includes Engineer's officers, directors, members, partners, agents, employees, and Consultants.

3.3 OWNER further agrees not to sue or make any claim by way of direct or third-party action against ENGINEER for the increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

4. Owner's Responsibilities

4.1 OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to unreasonably delay or interfere with the services of ENGINEER.

4.2 OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement. Nothing in this paragraph shall be construed to require ENGINEER to affirmatively determine the accuracy of information that is prepared for OWNER by other licensed professionals (including, but not limited to, land surveyors, geotechnical engineers, accountants, insurance and surety professionals, and attorneys) who are not engaged directly by ENGINEER.

4.3 OWNER shall provide for ENGINEER's right to enter the property owned by OWNER and/or others in order for ENGINEER to fulfill its services.

4.4 OWNER shall promptly report to ENGINEER any deficiencies or suspected deficiencies in ENGINEER's work or services of which OWNER becomes aware so that ENGINEER may take measures to minimize the consequences of such deficiencies. Upon notice to ENGINEER and by mutual agreement between the parties, ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is attributable to deficiencies in OWNER-furnished information.

5. Environmental Conditions.

5.1 OWNER shall provide (or cause the Site owner to provide) ENGINEER with the identity and location of all subsurface facilities and obstructions on the Site. OWNER agrees to waive any claims against ENGINEER and to indemnify, defend and hold ENGINEER harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by OWNER or others. OWNER assumes responsibility for air, subsurface and/or ground pollution and environmental impairment from toxic substances or hazardous materials existing at the Site and shall indemnify and defend ENGINEER from any claims, demands and causes of action of third parties related thereto, except where such claims, demands and causes of action are caused by the sole negligence or willful misconduct

of ENGINEER; it being the intention of the OWNER to assume any liability alleged to have resulted from ENGINEER's joint or concurrent negligence.

6. Ownership and Use of Documents

6.1 All original reports, plans, specifications, field data and other documents, whether in written or electronic format, prepared by ENGINEER or ENGINEER's consultants are instruments of professional service (hereinafter collectively referred to as "Documents") and ENGINEER shall retain the ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

6.2 Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed and/or sealed by ENGINEER or ENGINEER's consultants. Files in electronic media format of text, data, graphics or of other types that are furnished by ENGINEER or ENGINEER's consultants to OWNER are only for the convenience of OWNER. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

6.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, OWNER agrees that it will perform acceptance tests or procedures within 60 days after receipt of such data, after which OWNER shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by ENGINEER at no cost to OWNER. However, ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

6.4 When transmitting documents in electronic media or digital format, ENGINEER makes no representations as to long term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those used by ENGINEER for this Project.

6.5 OWNER may make and retain copies of Documents for information and reference in connection with use of the Documents on the Project by OWNER. ENGINEER grant OWNER a limited license to use the Document on the Project subject to receipt by ENGINEER of full payment due and owing for all services relating to preparation of the Documents. Such limited license shall not create any rights in third parties. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER will be at the user's sole risk. OWNER shall, to the fullest extent permitted by law, indemnify, defend, and hold ENGINEER, its officers, directors, employees, partners, agents and Consultants, harmless from and against any and all claims, suits, judgments, liabilities, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees and defense costs) arising or allegedly arising from out of any unauthorized reuse or modification of said Documents by OWNER or any person or entity for whom OWNER is legally liable without the written authorization of ENGINEER.

6.6 In the event OWNER subsequently reproduces or otherwise uses ENGINEER's Documents or creates a derivative

work based upon the Documents, OWNER shall, where permitted or required by law, remove or completely obliterate the original professional seals, trademarks, logos, and other indications on said Documents of the identity of ENGINEER, its employees and consultants.

6.7 Under no circumstances shall delivery of the electronic files for use by OWNER be deemed a sale by ENGINEER, and ENGINEER makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall ENGINEER be liable for any loss of profit or any consequential damages as a result of OWNER's use or reuse of the electronic files.

7. Confidentiality

7.1 "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information.

7.2 In the event that either party discloses Confidential Information to the other party in connection with this contract (excluding ENGINEER's Work Product that is delivered to OWNER or others hereunder), the party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of ten (10) years from the date of disclosure. These restrictions shall not apply to information that (i) the parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving party; (iii) the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by law or court order.

7.3 OWNER agrees that ENGINEER may use and publish OWNER's name and a general description of the Services provided to OWNER in describing ENGINEER's experience and qualifications to other clients and potential clients.

8. Work Product

8.1 "Work Product" consists of all reports, notes, laboratory test data and other information prepared by ENGINEER for delivery to OWNER. OWNER shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided.

8.2 OWNER may release the Work Product to third parties at its sole risk and discretion; provided, however, ENGINEER shall not be liable for any claims or damages resulting from or connected with such release or any third party's use of the Work Product, and OWNER shall indemnify, defend and hold ENGINEER harmless from any and all such claims or damages.

9. Billing and Payment

9.1 Invoices shall be submitted monthly by ENGINEER, are due upon presentation, and shall be considered past due if not paid within 30 days of the invoice date. If payment is not received by ENGINEER within 45 days of the invoice date, OWNER shall pay as interest an additional charge of one percent (1.0%) or the maximum allowable by law, whichever is lower, of the past due amount per month. Payment thereafter

shall first be applied to accrued interest and then to the unpaid principal.

9.2 If OWNER objects to any portion of an invoice, OWNER shall so notify ENGINEER in writing within 10 days of receipt of the invoice. OWNER shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by OWNER on all disputed invoiced amounts resolved in ENGINEER's favor and unpaid for more than 45 days after date of submission.

9.3 In the event legal action is necessary to enforce the payment provisions of this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred. If both parties receive judgment in any dollar amount, the court will determine the prevailing party, taking into consideration the merits of the claims asserted by each party, the amount of the judgment received by each party, and the relative equities between the parties.

9.4 If OWNER fails to make payments when due or otherwise is in breach of this Agreement, ENGINEER may suspend performance of services upon seven (7) days' notice to OWNER. ENGINEER shall have no liability whatsoever to OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by OWNER.

9.5 Real Estate Improvements: If the services provided under this Agreement result in or could lead to improvement to real estate, ENGINEER reserves the right to file a construction lien against the property/real estate on which these services are being provided for OWNER's failure to make payment for services.

9.6 If and to the extent the time initially established by this Agreement for completion of ENGINEER's services is exceeded or extended through no fault of ENGINEER, compensation for any services rendered during the additional period of time shall be computed in accordance with the additional services provision of this Agreement, or, in the absence thereof, on the basis of ENGINEER's then-current standard hourly billing rates, plus reimbursable expenses at a multiplier of 1.15 times the actual expense incurred by ENGINEER, its employees and consultants, in the interest of the Project.

9.7 Payments Upon Termination.

9.7.1 In the event of any termination under the terms of this Agreement, ENGINEER will be entitled to invoice OWNER for all services performed or furnished and all expenses incurred through the effective date of termination.

9.7.2 In the event of termination by ENGINEER for cause, in addition to invoicing for those items identified in paragraph 9.7.1, above, ENGINEER shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's consultants, and other related close-out costs.

10. Insurance

10.1 During the term of this Agreement, ENGINEER shall maintain not less than the following insurance coverages:

- 10.1.1 Workers' Compensation Insurance – statutory amount
- 10.1.2 Employer's Liability Insurance - \$100,000 each accident, \$500,000 disease policy limit, \$100,000 disease each employee
- 10.1.3 Commercial General Liability Insurance - \$1,000,000 per occurrence / \$1,000,000 aggregate
- 10.1.4 Automobile Liability Insurance - \$1,000,000 combined single limit
- 10.1.5 Professional Liability Insurance - \$1,000,000 per claim / \$1,000,000 aggregate

10.2 At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage or increased limits that are more protective than those maintained by ENGINEER.

11. Allocation of Risks; Limitation of Remedies

11.1 It is intended by the parties to this Agreement that ENGINEER's services in connection with the Project shall not subject ENGINEER's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, OWNER agrees that as OWNER's sole and exclusive remedy, any claim, demand or suit arising out of ENGINEER's services in connection with the Project shall be directed and/or asserted only against ENGINEER and not against any of ENGINEER's individual employees, officers, or directors.

11.2 In recognition of the relative risks and benefits of the Project to both OWNER and ENGINEER, OWNER agrees, to the fullest extent permitted by law and notwithstanding any other provision in this Agreement, that any liability created by or arising out of this Agreement on the part of ENGINEER to OWNER and any person or entity claiming by, through or under OWNER, for any and all claims, liabilities, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes (including without limitation any attorneys' fees under this Agreement), shall be limited to the lesser of \$100,000 or the total amount of compensation received by ENGINEER hereunder.

11.3 Allocations of risks and limitations of remedies in this Agreement are business understandings between the parties and shall apply to all the different theories of recovery, including, without limitation, breach of contract or warranty (expressed or implied), tort (including, without limitation, negligence), strict or statutory liability, or any other cause of action. These limitations of remedies will not apply to any losses or damages that have been found by a trier of fact to have been caused by ENGINEER's gross negligence or willful or wanton misconduct. The parties agree that the Owner will not seek damages in excess of the contractually agreed limitations through suits with other parties who may join ENGINEER as a third-party defendant.

11.4 Notwithstanding any other provision in this Agreement, neither ENGINEER nor OWNER shall be liable to the other party for any special, incidental, indirect or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or performance of this Agreement.

12. Certificate of Merit

12.1 OWNER shall make no claim for professional negligence, either directly or in a third-party claim, against ENGINEER unless OWNER has first provided ENGINEER with a written certification executed by an independent design professional currently practicing in the same discipline as ENGINEER and licensed in the state in which the Project is located. This certification shall: (i) contain the name and license number of the certifier; (ii) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances in the same location; and (iii) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to ENGINEER not less than 30 days prior to the presentation of any claim or the institution of any mediation, arbitration, or judicial proceeding.

13. Integration, Severability and Survival

13.1 This Agreement comprises the final and complete agreement between OWNER and ENGINEER. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement. Amendments to this Agreement shall not be binding unless made in writing and signed by both OWNER and ENGINEER. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect, if the essential provisions of this Agreement for each party remain valid, binding, and enforceable.

13.2 All provisions of this Agreement related to assignment, indemnification, limitation of remedies, and limitations on actions, or otherwise allocating responsibility or liability between the parties, shall survive the completion of the services hereunder and the termination of this Agreement and shall remain enforceable between the parties.

14. Assignment

14.1 Neither party to this Agreement may assign, sublet, or transfer any rights or obligations under or interest (including, without limitation, moneys that are due or may become due) in this Agreement, or any claims, causes of action or rights against the other party arising from or under this Agreement; or any proceeds from claims arising from or under this Agreement as security, collateral or the source of payment for any notes or liabilities to the Contractor or any other third party; or any control of any claims or causes of action arising from or under this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This section shall not, however, apply to any subrogation rights of any insurer of either party. The provisions of this paragraph shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between the parties.

14.2 Notwithstanding the provisions of Section 14.1, above, or any other provision of this Agreement, ENGINEER may assign or otherwise transfer its rights and obligations under this Agreement to any parent, subsidiary, or affiliated company of ENGINEER or to any purchaser of the business of ENGINEER that agrees to assume the obligations of ENGINEER under this Agreement.

15. Suspension of Services

15.1 If the Project is suspended for more than 30 days in the aggregate, ENGINEER shall be compensated for services performed and charges incurred prior to suspension and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than 90 days in the aggregate, ENGINEER may, at its option, terminate this Agreement upon giving notice in writing to OWNER. If OWNER fails to make payments when due or otherwise is in breach of this Agreement, ENGINEER may suspend performance of services upon seven days' prior written notice to OWNER. ENGINEER shall have no liability whatsoever to OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by OWNER.

16. Force Majeure

16.1 Neither party shall be liable for any delay in, or failure of, its performance of any of its obligations under this Agreement if such delay or failure is caused by events beyond the reasonable control of the affected party, including, but not limited to, any acts of God, governmental embargoes, restrictions, quarantines, strikes, riots, wars or other military action, civil disorder, acts of terrorism, fires, floods, vandalism, sabotage or the acts of third parties (a "Force Majeure Event").

16.2 Upon completion of the Force Majeure Event the party affected must as soon as reasonably practicable recommence the performance of its obligations under this Agreement.

16.3 A Force Majeure Event does not relieve a party from liability for an obligation that arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner that matured prior to the occurrence of that event.

17. Ownership of Waste

17.1 "Pre-Existing Waste" is any hazardous or non-hazardous wastes, substances or materials existing on the Site prior to the date that the Services are initiated.

17.2 OWNER shall be responsible for the proper handling, storage, transportation and/or disposal of the Pre-Existing Waste in accordance with all applicable federal, state and local laws and regulations. OWNER shall provide appropriate disposal identification numbers, select the disposal site(s) and sign all required manifests, disposal contracts and other documentation necessary to allow ENGINEER to complete the Services in a timely manner. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of Pre-Existing Waste which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

17.3 OWNER agrees to look solely to the disposal facility and/or transportation concern for any damages arising from improper transportation or disposal of the Pre-Existing Waste.

18. Termination

18.1 This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

19. Third Party Beneficiaries

19.1 All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and not for the benefit of any other party. No other party shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER.

20. Dispute Resolution

20.1 ENGINEER and OWNER will attempt in good faith to resolve through negotiation any dispute, claim, counterclaim, or controversy arising out of or relating to this Agreement (hereafter collectively referred to as "Dispute"). If the Dispute is not resolved by these negotiations, the parties agree to submit any such unresolved Dispute to mediation. Either party may commence mediation by providing the other party a written request for mediation, setting forth the subject of the Dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the mediation proceedings. The parties will share equally in the costs of the mediator. Neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this paragraph may be enforced by any Court of competent jurisdiction.

21. Limitations on Actions

21.1 Causes of action by either party against the other party, however denominated, shall be barred two years from the day ENGINEER's services are completed or ENGINEER otherwise ceases providing the services called for in this Agreement, whichever first occurs.

22. Controlling Law

22.1 This Agreement is to be governed by the laws and regulations of the state in which the project is located, without regard to any choice of law principles that may otherwise have permitted the application of the laws of any other jurisdiction.

23. Interpretation

23.1 The parties expressly agree that this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

24. Notices

24.1 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address as listed in the Agreement and given personally, by registered or certified mail post prepaid or by a commercial courier service. All notices shall be effective upon the date of receipt.

End of Standard Terms and Conditions for Professional Services

Date: April 1st, 2025

To: Finance Committee / Becker County Board of Commissioners

Cc: Carrie Smith, County Administrator

Action Request: Request approval of **Resolution 10-24-1F**

Justification: There is a need to hire a part-time Transfer Station Attendant position to work at the Osage Solid Waste Facility. In the past staff either commuted from the Main Solid Waste Campus or seasonal staff were hired to fill the Attendant position. Using seasonal staff is not good practice, as they have not received the same training certifications for handling solid waste and hazardous waste as a permanent attendant worker. The 2026 estimate is based on working 980 hours annually, there is a need for approximately 400 hours of staff time.

This position will replace one full-time seasonal Transfer Station Attendant position at the Osage facility and will fill that permanently.

PT Transfer Station Operator	2025 COST TO FILL FT	CURRENT COST	2025 BUDGET	2026 BUDGET
SALARY	\$23,971	\$ -	\$10,400	\$ 38,826
PERA	\$1,798	\$ -	\$ -	\$2,912
HEALTH	\$ -	\$ -	\$ -	\$ -
FICA	\$ 1,834	\$ -	\$ 796	\$2,970
SEVERANCE	\$ -	\$ -	\$ -	\$ -
TOTAL	\$27,602	\$ -	\$ 11,195	\$44,708

CURRENT GRADE 3 STEP 4		COST TO FILL GRADE 7 STEP 4	
HOURLY RATE	20.0000	HOURLY RATE	24.4600
BEGIN DATE	1/1/2025	BEGIN DATE	5/1/2025
END DATE	12/31/2024	END DATE	12/31/2025
# OF WEEKS	0.00	# OF WEEKS	35.00
# HOURS/WK	40	# HOURS/WK	28
TOTAL HOURS	0.00	TOTAL HOURS	980.00
TOTAL MONTHS INS	0	TOTAL MONTHS INS	0

22.39	23.06	23.75	24.46	25.19	25.95	26.73	27.53	28.36	29.21
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BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION 04-25-1F
Part Time Transfer Station Attendant Position

WHEREAS there is a need to hire a part-time Transfer Station Operator position to work at the Osage Solid Waste Facility and at other job duties as directed on the County Solid Waste Campus; and

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, do approve hiring a Part-time Transfer Station Operator position through the normal hiring process and if this position creates a vacancy, then fill that vacant position through the normal hiring process.

Duly adopted this 1st day of April 2025, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ David Meyer
David Meyer
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 April 1st, 2025, as recorded in the record of proceedings.

Carrie Smith
County Administrator

Date: April 1st, 2025

To: Finance Committee / Becker County Board of Commissioners

Cc: Carrie Smith, County Administrator

Action Request: Request approval of **Resolution 10-24-1G**

Justification: There is a need to hire a full time Transfer Station Manager to oversee solid waste operations on the Becker County Solid Waste Campus's, including machinery maintenance and waste transfer operations.

FT TRANSFER STATION MANAGER	2025 COST TO FILL FT	CURRENT COST	2025 BUDGET	2026 BUDGET
SALARY	\$44,464	\$19,195	\$81,338	\$68,370
PERA	\$3,335	\$1,440	\$6,100	\$5,128
HEALTH	\$10,552	\$ 4,522	\$18,089	\$18,089
FICA	\$3,401	\$1,468	\$6,222	\$5,230
SEVERANCE	\$ -	\$39,276	\$ -	\$ -
TOTAL	\$ 61,752	\$ 65,901	\$ 111,750	\$ 96,817

CURRENT GRADE 7 STEP 8		COST TO FILL GRADE 7 STEP 4	
HOURLY RATE	38.6100	HOURLY RATE	31.7600
BEGIN DATE	1/1/2025	BEGIN DATE	5/1/2025
END DATE	3/28/2025	END DATE	12/31/2025
# OF WEEKS	12.43	# OF WEEKS	35.00
# HOURS/WK	40	# HOURS/WK	40
TOTAL HOURS	497.14	TOTAL HOURS	1400.00
TOTAL MONTHS INS	3	TOTAL MONTHS INS	7

BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION 04-25-1G

Full Time Transfer Station Manager Position

WHEREAS there is a need to hire a full-time Transfer Station Manager to oversee operations at the County Solid Waste Facilities and at other job duties as directed on the County Solid Waste Campus; and

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, do approve hiring a full-time Transfer Station Manager position through the normal hiring process and if this position creates a vacancy, then fill that vacant position through the normal hiring process.

Duly adopted this 1st day of April 2025, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ David Meyer
David Meyer
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 April 1st, 2025, as recorded in the record of proceedings.

Carrie Smith
County Administrator

**BECKER COUNTY
RECREATIONAL MAINTENANCE SERVICES AGREEMENT**

Portable Restrooms: Mt. View Recreation Area, Dunton Locks County Park, Chilton Park – Bass Lake Access, Blueberry Lake Access, Hwy 34 Rest Area, E Height of Land Lake Access, Heartland Trail, and Osage Public Beach.

This Agreement is made effective _____, 2025 between the **County of Becker (“The County”)**, a political subdivision of the State of Minnesota, 915 Lake Avenue, Detroit Lakes, MN 56501 (hereinafter the "County") and **TBD**.

RECITALS OF PURPOSE AND INTENT

WHEREAS, the purpose of this agreement is to provide portable restrooms and related maintenance services for Mt. View Recreation Area, Dunton Locks County Park, Chilton Park – Bass Lake Access and Blueberry Lake Access, Hwy 34 Rest Area, E Height of Land Lake Access, Heartland Trail, and Osage Public Beach.

WHEREAS, the County desires to enter into a maintenance services agreement with **TBD** to supply and provide for portable toilets for the site/location, contract period and in the quantities/type and for their respective costs as listed below:

SITE	LOCATION	CONTRACT PERIOD	STANDARD TOILETS	HANDI-CAPPED	LUMP SUM SEASON
Dunton Locks County Park	2 miles west of Detroit Lakes by DNR Fish Hatchery (No. side of Lake Sally); S. from Hwy 10 take Co. 59 S., W. on Co. 6 and S. on Co. 19.	Sept. 11, 2025 – May 11, 2026	1		\$ 962.00
Mt. View Recreation Area	2 miles east of DL – off of Tower Rd.	May 16, 2025 – May 16, 2026	1		\$ 1845.00
Pine Grove (Hwy 34) Rest Area	2 miles west of Osage off of Hwy 34 (across from Navillus Rd.)	May 16, 2025 – May 16, 2026		1	\$ 2280.00
Wolf Lake	1 mile north of Wolf Lake off of Co. 38 (take left)	May 9, 2025 – Sept. 11, 2025	1		\$ 624.00
Chilton Park – Bass Lake Access	8.5 miles E. of Osage, Hwy 34, then N. on Co. 39 approximately .5 miles.	May 9, 2025 – Sept. 11 2025	1		\$ 624.00
Blueberry Lake Access	6.5 miles S. of Osage, Co. 123, (E) on 190 th then So. on Blueberry No. Rd. (Stay Left)	May 9, 2025 – Sept. 11 2025	1		\$ \$749.00
E Height of Land Access	2.4 miles north of HWY 34 off E Height of Land Dr.	May 9, 2025- Sept. 11 2025	1		\$ \$749.00
Osage Swimming Beach	140 yards north of HWY 34 off Mill Ave.	May 9, 2025- Sept. 11 2025		1	\$ 985.00

Heartland Trail (Old Hwy 10)	N Side of Hwy 10, near Acorn Lake Rd	May 9 th 2025- Sept. 11 th 2025	1		\$749.00
TOTAL COSTS					\$

GENERAL SPECIFICATIONS/SCOPE OF SERVICES

1. Delivery, setup, servicing, pumping and pickup shall be included in the bid price.
2. Delivery and setup shall be completed no later than May 9, 2025 for public boat access sites/beaches and May 16, 2025 for other areas, Dunton Locks being the other exception.
3. Units shall be removed no later than September 11, 2025, with the exception of the units at Dunton Locks (note contract period above) and Mt. View Recreation Area and Pine Grove Rest Area (year-round).
4. Units shall be aesthetically pleasing and in good condition so as not to conflict with the visual character of the facilities. Earth tones are preferred. The County reserves the right to determine if the color and condition of the unit are acceptable and to reject any unit on that basis. A label with the vendor’s business name and phone number shall be posted in a visible location on the outside of the unit.
5. Toilet locations at each facility will be determined by County staff.
6. Units must be pumped as frequently as necessary to ensure that the vault capacities are not reached. This includes holiday weekends. The vendor is responsible for monitoring each unit. The units must be pumped, cleaned and deodorized at least ONCE per week for the contract period, preferably on Mondays.
7. The vendor shall be solely responsible for the proper off-site disposal of any cans, bottles, litter or other foreign objects found within the toilet structure.
8. The County is not liable for vandalism or damage under any circumstances.
9. Damage or vandalism to any units shall either be repaired immediately or the unit(s) replaced within 24 hours.
10. Failure to comply with the above specifications at any site will result in the termination of the contract for that site.
11. All sites that require an accessible unit, per ADA standards, will require a toilet structure that meets acceptable industry standards for such units.
12. To prevent the spread of invasive species, the exterior and interior of each unit shall be free of vegetation, debris, mud, dirt, seeds, etc., before being placed on the site and prior to being removed from the site.

INSURANCE

The vendor shall provide proof of insurance as stated in the general terms and conditions which shall include coverage for theft and damage/vandalism.

TERMINATION

If this contract is terminated for any reason prior to the term end, payments, if any, due to the vendor shall be determined by the County on a pro-rated basis.

The term of this agreement shall commence at 12:01 a.m. on _____, 2025. Either party may terminate this Agreement at any time without cause upon written notice to the other party at least ninety (90) days prior to the requested date of termination. This agreement may also be terminated unilaterally for cause by any one party upon default of the other party upon written notice and

opportunity to cure given at least ninety (90) days prior to the date of termination. If, as a consequence of termination of this Agreement it becomes necessary to refund or repay any funds received pursuant to the terms of this Agreement, the parties will allocate the obligation for that refund or repayment between the parties based upon the reasons and responsibility for the termination of this Agreement.

PAYMENT

Payment will only be made for units and servicing meeting specifications and completed to the satisfaction of Becker County NRM. The toilet unit must be removed from the facility before final payment will be made. Failure to remove a unit 2 days after the contract period ends could result in forfeiture of the final payment.

The vendor must submit a detailed, signed, dated invoice for payment as follows:

- First invoice dated no later than July 14, 2025, for May and June service on all facilities.
- Second invoice dated no later than September 25, 2025, for July, August, September service on all facilities.
- 3rd Invoice dated no later than December 23, 2025, for October, November, December service on applicable facilities.
- 4th Invoice dated not later than April 26, 2026, for January, February, March, and April service on applicable facilities.
- **Submit all invoices to:** Mitch Lundeen
Becker County NRM
1771 North Tower Road.
Detroit Lakes, MN 56501

AMENDMENTS

Any modification or amendment to this Agreement must be in writing.

In witness of their agreement to the foregoing, the parties execute this Agreement effective as of the day and year first written above.

THE COUNTY OF BECKER

By: Mitch Lundeen
Its: NRM Supervisor, Becker County

TBD

Kathryn Bristow/ Potty Shacks
By: **TBD**
Its: Owner



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: April 1st, 2025

SUBJECT: Potty Shacks Service Agreement

TO: Becker County Board of Commissioners

1. **Discussion:** Staff have received an updated Service Agreement with Potty Shacks to place and service porta-potty's at various locations in the County. Potty Shacks was the sole cost estimate received for 2025 services. The proposed 2025 service contract is at the same rate as 2024.
2. **Funding:** Budgeted amount from Fund 15, Parks & Recreational Fund.
4. **Action request:** Board motion approving the 2025 Potty Shacks Service Agreement.
5. The point of contact for this memorandum is Steve Skoog/Mitch Lundeen

Distribution: Board of Commissioners, County Administrator

Becker County Planning Commission
March 26th, 2025

An audio recording of the meeting is available at:
https://www.co.becker.mn.us/government/meetings/planning_zoning/planning_commission/

Members Present: Chairman Dave Blomseth, Kohl Skalin, Kim Mattson, Craig Hall, Steve Lindow, Harvey Aho, Tom Disse, Commissioner Erica Jepson, Commissioner Phil Hansen, Jeff Moritz, Nick Bowers, and Zoning Administrator Kyle Vareberg. **Members Absent:** Tommy Ailie and Mary Seaberg.

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

Craig Hall made a motion to approve the minutes from the February 26th, 2025, meeting. Moritz second. All members in favor. Motion carried.

Chairman Craig Dave Blomseth explained the protocol for the meeting and stated that the recommendations of the Planning Commission will be forwarded to the County Board of Commissioners for final action. Applicant one will be forwarded to Lake Eunice Township for Final Action.

New Business:

1. **APPLICANT: Mark Rasmussen** 11659 US Hwy 10 Lake Park, MN 56554 **Project Location:** TBD Co Hwy 11 Audubon, MN 56511 **LEGAL LAND DESCRIPTION:** Tax ID Number: **17.0173.001** Section 17 Township 138 Range 042; 17-138-42 PT S1/2 NE1/4: COMM NW COR SW1/4 NE1/4, S 736.65' TO POB; S 560.69', E 2621.64', N 633.88', NW 572.95', W 1496.7', W 340.88', W 611.88' TO POB. TRACT D. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Final Plat for seventeen (17) lots to be known as RAZ ESTATES.

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

2. **APPLICANT: Michael J & Michelle R Willard** 1257 Pioneer Ct Shakopee, MN 55379 **Project Location:** 35300 E Boot Lake Rd Park Rapids, MN 56470 **LEGAL LAND DESCRIPTION:** Tax ID Number: **27.0150.005** Section 29 Township 142 Range 036; 29-142-36 PT GOVT LOT 7, PT SW1/4 SE1/4: COMM S QTR COR SEC 29, SW 66.04', N 66.04', E 66.04', E 291.07', N 517.15' TO CTR RD, NW 66' TO POB; NW 494', SW 1293' TO BOOT LK, S AL LK TO PT SW OF POB, NE TO

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POB. TRACT C. APPLICATION AND DESCRIPTION OF PROJECT: Request a Conditional Use Permit for a retaining wall.

MOTION: Hall motioned to approve the application. Skalin second. Roll Call; Disse, Mattson, Moritz, Blomseth, Bowers, Hall, Aho, and Skalin in favor. Lindow opposed. Motion carried.

Other Business:

D) **Tentative Date for the Next Informational Meeting: April 23rd, 2025;** 8:00 am; 3rd Floor Meeting Room in the Becker County Courthouse, Detroit Lakes, MN.

Since there was no further business to come before the Board, Aho made a motion to adjourn. Mattson second. All in favor. Motion carried. The meeting adjourned at 6:19 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.