



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, April 15, 2025 at 8:30 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 874 379 119#

- 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 April 1, 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. Auditor-Treasurer: Resolution 04-25-2A - VFW Post 1676 Premise Permit at the Roadhouse in Cormorant Twp 8
 4. Auditor-Treasurer: February Cash Comparison, Sales Tax, & Investment Report 9
 5. Human Services: Regular Claims, Public Health, & Transit
 6. Human Services: Regional Collaborative Agreement re: QI 12
 7. Human Services: A to Z Vending Agreement 15
 8. Land Use-NRM: Approval of Tree Planting Bid 16
 9. Land Use-Environmental Services: Liberty Tire Service Agreement 21
 10. Assessor: Abatements 31
- 8:30 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
 - a) County Veterans Service Officer 32
- 9:00 County Administrator
1. Report
 2. Resolution 04-25-2C - County Surveyor Appointment 34
 3. Legislative Updates/Budget
 4. Strategic Planning Update 42
- 9:25 Becker County Ag Inspector
1. County Ag Inspector Annual Report 46
- 9:35 Human Resources
1. Teamsters Human Services - Contract Addendum 1 - Additional Position 51
- 9:40 Highway
1. Resolution 04-25-2D - Dust Control Bid Award 53

- 2. Resolution 04-25-2E - Bituminous Materials Quote Award 55
- 3. Resolution 04-25-2F - Contract Bid Award 60727 57
- 9:45 Land Use/Environmental Services
 - 1. Resolution 04-25-2G - Acceptance of Grant/Gift - Battery Storage Shed 59
 - 2. Resolution 04-25-2H: Personnel Request - Account Clerk 2 61
- 9:55 Break
- 10:00 Sheriff
 - 1. Resolution 04-25-2B - 2025 MN Annual Boat & Water Safety Grant 63
 - 2. Boat & Water Seasonal Staff - Grant Funded
 - 3. Leadership Training - Public Safety Funded 69
 - 4. Mental Health Training - Public Safety Funded 71
 - 5. Out of State Travel / Training Request 72
 - 6. Ceremonial Oath of Office: New Deputies
- Adjourn

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, April 1, 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 with the correction of moving the adjournment after the Closed Session (Jepson, Nelson) carried.
2. Minutes – Moved and second to approve minutes of March 18, 2025, with the requested changes (Nelson, Hansen) carried.
3. Motion and second to approve and accept the following Consent Agenda Items,– Auditor-Treasurer: Regular Claims, Auditor Warrants and Claims over 90 Days, License List Renewals for the following: Combination On/Off Sale w/Sundays – Renewal: Toad Lake Store – Cynthia Knoll – Toad Lake Twp, Charlie’s Place – Jeffrey Duggar – Height of Land Twp, Tri Lakes Roadhouse – Gabe Line – Cormorant Twp, On-Sale w/Sundays – Renewal: Osage Bait & Tackle – Peggy Branstrom – Osage Twp, TJ’s Booze & Bistro – Jennifer Goering – Lake Eunice Twp, Seasonal On-Sale w/Sundays – Renewal: Shady Hollow – Chad Stenerson – Lakeview Twp, Club On-Sale – Renewal: Cormorant Lakes Sportsman’s Club – Wayne McDunn – Cormorant Twp, Off-Sale – Renewal: Byer’s Liquors – Kevin Byer – Osage Twp, 3.2 Off Sale – Renewal: Osage Bait & Tackle – Peggy Branstrom – Osage Twp, 3.2 On-Sale – Renewal: Ella Marie’s Café & Collectibles – Emma Mattson – Cormorant Twp, Wine and Strong Beer on Sale – Renewal: Ella Marie’s Café & Collectibles – Emma Mattson – Cormorant Twp, Human Services: Regular Claims, Public Health, & Transit, DHS Civil Right Assurance Agreement (Nelson, Hansen) carried.

Commissioners:

1. Open Forum:
 - None.
2. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Jepson – EDA, Township Meeting, Joint Governance.

- Commissioner Hansen – Airport, Highway, Wild Rice 1Watershed1Policy, Regional Economic Summit, Ottertail Watershed, Environmental, Township Meeting, Pelican River Watershed.
- Commissioner Nelson – Environmental, Lake Agassiz Regional Library, Lakeland Mental Health, Sunnyside.
- Commissioner Vareberg – Highway, EDA.
- Commissioner Meyer – Sunnyside, DAC, Courthouse, Fair Board.

3. Appointments

- Buffalo-Red Watershed District resignation. Will advertise and come back.

4. Presentation of BeckerBay Auction funds to the Becker County Food Pantry.

- Dale Storey and Liz Lilja gave an update on the Food Pantry. Usage in the last 4 years has increased 128%.
- Presented funds in the amount of \$3056.

County Administrator: presented by Carrie Smith.

1. Report:

- 2nd Interviews for County Veterans Service Officer are tomorrow.
- Met with Brian Rubenstein from Probation.
- Potential cuts to PILT payments of 35%.
- Strategic Planning update.
- Township Meeting - Tracking which townships have deferred to Becker County regarding cannabis.

2. Resolution 04-25-1E – County Surveyor Contract will come back to board once the contract is revised and reviewed by the County Attorney.

3. Motion and second to approve Resolution 04-25-1I – Chief Deputy Benefits (Nelson, Jepson) carried.

4. Motion and second to approve sending the Letter of Support of the DAC for Empowerment Swings (Jepson, Nelson) carried.

Auditor-Treasurer: presented by Mary Hendrickson.

1. Motion and second to approve Resolution 04-25-1H – Accept Land Donation – Parcel 21.0044.000 (Nelson, Jepson) carried.

Highway: Consent Agenda Item.

1. Motion and second to approve Resolution 04-25-1A – Bid Award – Contract 60726 to Dennis Drewes, Inc for #3,415,953.62 (Vareberg, Nelson) carried.

2. Motion and second to approve Resolution 04-25-1B – Bid Award – Weed Spraying to L & M Road Service, LLC in the amount of \$135/Hour (Nelson, Hansen) carried.
3. Motion and second to approve Resolution 04-25-1C – Bid Award – Mowing to L M Road Services, LLC for all four areas (Nelson, Vareberg) carried.
4. Motion and second to approve Resolution 04-25-1D – Bid Award – Gravel Road Blading & Plowing to Growth Gravel & Grading LLC for Areas 1 & 3, Hendricks Road Maintenance for Area 2, Gustner Construction for Area 4, Projects Unlimited Inc for Areas 5 & 7, and Thelen’s Excavating, Inc for Area 6 (Nelson, Hansen) carried.
5. Motion and second to approve the Construction Agreement with Moore Engineering for the estimated fee of \$169,098.

Land Use/Environmental Services: presented by Steve Skoog.

1. Motion and second to approve Resolution 04-25-1F – Personnel Request – PT Solid Waste Operator (Nelson, Jepson) carried.
2. Resolution 04-25-1G – Personnel Request – Solid Waste Manger – Transfer Station.
 - Does not require action as it is a budgeted item.
3. Motion and second to for the Consideration of Potty Shack Service Agreement (Jepson, Vareberg) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Motion and second to concur with the Planning Commission and approve for Michael & Michelle Willard – Request a Conditional Use Permit for a Retaining Wall (Jepson, Hansen) carried.

Motion and second to close the meeting at 10:11 am pursuant to Minn. Stat. Section 13D.03 Subd. 1(b) for Labor Negotiation Strategy (Jepson, Meyer) carried.

Motion and second to come out of closed session at 10:28 am (Nelson, Jepson) carried.

Being no further business, Board Chair Meyer adjourned the meeting at 10:28 am.

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ David Meyer
David Meyer
Board Chair



BECKER COUNTY BOARD OF COMMISSIONERS

Finance Committee Meeting

Date: Monday, April 14, 2025 at 8:30 AM

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

Administrator

1. Resolution 04-25-2C - County Surveyor Appointment
2. Strategic Planning Proposal

Auditor-Treasurer

1. Claims
2. February Cash Comparison, Sales Tax, & Investment Report
3. Claims Human Services, Public Health, & Transit

Human Resources

1. Teamster Human Services - Contract Addendum 1 - Additional Position

Highway

1. Resolution 04-25-2D - Dust Control Bid Award
2. Resolution 04-25-2E - Bituminous Materials Quote Award
3. Resolution 04-25-2F - Contract Bid Award 60727

Land Use/Environmental Services

1. Natural Resources Management
 - a) Approval of Tree Planting Bid
2. Environmental Services
 - a) Liberty Tire Service Agreement
 - b) Resolution 04-25-2H: Personnel Request - Account Clerk 2
 - c) Resolution 04-25-2G - Grant/Gift Acceptance - Battery Storage Shed

Assessor

1. Abatements

Sheriff

1. Resolution 04-25-2B - 2025 MN Annual Boat & Water Safety Grant
2. Boat & Water Seasonal Staff - Grant Funded
3. Leadership Training - Public Safety Funded
4. Mental Health Training - Public Safety Funded
5. Out of State Travel Request

Adjourn

BECKER COUNTY BOARD OF COMMISSIONERS MEETING 4/15/2025

BECKER COUNTY AUDITOR TREASURER

Gambling Permit

1. Resolution # 04-25-2A – VFW Post 1676 for a premises Permit at The Roadhouse in Cormorant Township.

On-Sale w/Sundays – Renewal

1. Cormorant Pub – Eric Guler – Cormorant Twp
2. Sunlite Bar & Grill – Wayne Crawford – Detroit Twp

MINNESOTA LAWFUL GAMBLING RESOLUTION

Duly adopted at Detroit Lakes, Minnesota, this 15th day of April 2025.

COUNTY BOARD OF COMMISSIONERS

State of Minnesota)
County of Becker)

Becker County Auditor-Treasurer

SEAL

BECKER COUNTY CASH COMPARISON

FUND	February 2024	February 2025	% Change	January 2025
REVENUE FUND				
REVENUE FUND	\$ 12,748,063.62	\$ 15,707,358.61	23.21%	\$ 16,198,821.53
DESIGNATED				
GO BOND SERIES 2022A	-	-	0.00%	-
LAW LIBRARY	13,005.85	31,815.26	144.62%	29,120.16
ATTORNEY'S FORFEITURES	79,157.22	84,320.76	6.52%	82,245.56
RECORDERS EQUIPMENT	34,564.53	(5,390.42)	-115.60%	(9,148.87)
RECORDERS ENHANCEMENT	102,177.58	55,348.79	-45.83%	50,596.79
TRANSIT	167,698.87	162,696.82	-2.98%	139,863.45
TRANSIT LOCAL RESERVE	36,426.09	37,279.73	2.34%	37,279.73
2023 PUBLIC SAFETY AID	996,097.00	833,338.68	-16.34%	857,035.08
TOTAL REVENUE FUND	\$ 14,177,190.76	\$ 16,906,768.23	19.25%	\$ 17,385,813.43
SPECIAL REVENUE FUNDS				
PUBLIC SAFETY	\$ 1,143,831.92	\$ 477,832.00	-58.23%	\$ 1,386,466.43
E-911	201,491.20	340,927.82	69.20%	326,480.00
ROAD AND BRIDGE	3,796,146.09	2,373,903.29	-37.47%	(2,046,875.60)
HUMAN SERVICES	9,613,056.15	10,084,679.38	4.91%	9,875,663.96
RECREATION	643,161.79	364,022.11	-43.40%	375,724.45
RESOURCE DEVELOPMENT	1,025,770.19	1,010,386.70	-1.50%	1,014,386.70
ENVIRONMENTAL AFFAIRS	1,202,022.96	2,532,135.47	110.66%	2,759,374.85
DEBT FUNDS	514,822.93	544,764.87	5.82%	544,764.87
DITCH FUND	215.64	215.64	0.00%	215.64
SUNNYSIDE CARE CENTER	2,080,054.70	2,242,746.96	7.82%	2,184,035.20
NATURAL RESOURCE MGT	151,166.19	169,482.96	12.12%	173,600.39
GRAVEL RESERVE	572,969.73	596,452.86	4.10%	575,558.00
OPIOID SETTLEMENT FUND	356,757.87	582,408.25	63.25%	627,315.00
LOCAL ASSISTANCE & TRIBAL CONSISTENCY FUND	165,515.18	83,110.43	-49.79%	83,110.43
GENERAL - SPECIAL	3,482,301.20	1,953,210.07	-43.91%	2,016,609.98
TOTAL SPECIAL REVENUE FUNDS	\$ 24,949,283.74	\$ 23,356,278.81	-6.38%	\$ 19,896,430.30
AGENCY FUNDS				
BCCI	\$ 130,255.23	\$ 120,184.09	-7.73%	\$ 120,184.09
TAXES AND PENALTIES	727,414.45	855,016.03	17.54%	423,725.40
CLEARING FUNDS	451,853.57	573,129.42	26.84%	720,007.74
TOTAL AGENCY PASS THRU FUNDS	\$ 1,309,523.25	\$ 1,548,329.54	18.24%	\$ 1,263,917.23
TOTAL CASH & INVESTMENTS	\$ 40,435,997.75	\$ 41,811,376.58	3.40%	\$ 38,546,160.96

Becker County Sales & Use Tax

2014					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	606,000.00	129,165.85	735,165.85	(31,350.71)	703,815.14
2015					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,925,000.00	199,199.05	2,124,199.05	(26,358.15)	2,097,840.90
2016					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,912,893.48	209,748.19	2,122,641.67	(27,908.63)	2,094,733.04
2017					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,172,000.00	233,642.63	2,405,642.63	(29,318.97)	2,376,323.66
2018					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,281,000.00	365,457.85	2,646,457.85	(33,661.93)	2,612,795.92
2019					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,452,000.00	222,944.01	2,674,944.01	(34,367.81)	2,640,576.20
2020					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,563,000.00	279,602.16	2,842,602.16	(36,985.03)	2,805,617.13
2021					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,957,000.00	376,489.88	3,333,489.88	(38,856.08)	3,294,633.80
2022					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	3,230,000.00	485,045.29	3,715,045.29	(38,854.14)	3,676,191.15
2023					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	3,471,000.00	284,727.31	3,755,727.31	(47,682.72)	3,708,044.59
2024					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	3,368,394.51	61,883.40	3,430,277.91	(22,088.62)	3,408,189.29
2025					
<u>Month</u>	<u>Receipt</u>			<u>Fees</u>	<u>Net Total</u>
November	300,638.51			(2,705.75)	297,932.76
December	276,634.30			(2,489.71)	274,144.59
January					-
February					-
March					-
April					-
May					-
June					-
July					-
August					-
September					-
October					-
	577,272.81	-	-	(5,195.46)	572,077.35
Grand Total	27,515,560.80	2,847,905.62	30,363,466.42	(372,628.25)	29,990,838.17

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

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

Bolded amounts corresponds to Monthly-Cash Comp

**Becker County
Investment Analysis
February 28, 2025**

Bank or Institution		Investment Number	Interest Rate	Yield Rate	Maturity Date	Book Value(Cost)	Fair Market Value
<u>American National Bank</u>							
ANB CD	American Natl	24-03	5.150%	5.150%	3/19/25	245,000.00	245,000.00
<u>Deerwood Bank</u>							
CDB CD	CDBoO	09-13	5.000%	5.000%	7/18/25	500,000.00	500,000.00
CDB CD	CDBoO	13-1	4.000%	4.000%	2/15/26	425,000.00	425,000.00
<u>Midwest bank</u>							
MW CD	Midwest	0-39	4.250%	4.250%	12/8/25	96,000.00	96,000.00
MW CD	Midwest CDARS	10-09	5.100%	5.100%	7/6/25	1,000,000.00	1,000,000.00
<u>State Bank of Lake Park</u>							
SBLP CD	State Bank of LP	01-39	4.150%	4.150%	9/30/25	155,940.49	155,940.49
<u>United Community Bank of Frazee</u>							
UCB CD	UCBoF	23-07	3.710%	3.710%	5/3/25	200,064.30	200,064.30
<u>Raymond James</u>							
MK Lake Park-Audubon MN GO		11-6	5.375%	3.652%	2/1/26	500,000.00	505,520.00
MK Connecticut St Taxable Go Bond		20-14	3.310%	3.310%	1/15/26	564,114.72	495,930.00
MK BOND	Alcoa Tenn Taxable Bds 2021 B	21-02	0.820%	0.820%	3/1/26	244,054.30	236,802.30
MK BOND	Montgomery Cnty MD Rev Taxable Ref Bds 202	21-06	1.000%	1.000%	4/1/25	303,945.00	299,229.00
MK FHLB	Federal Home Loan Bank	22-02	4.000%	4.000%	6/29/26	500,000.00	497,690.00
MK FHLB	Federal Home Loan Bank	23-03	4.240%	4.240%	2/17/28	250,000.00	248,942.50
MK CD	First Southwest Bank Alamosa Colorado	24-08	3.800%	3.800%	9/5/28	150,000.00	147,712.50
MK CD	Discover Bank Greenwood, DE	22-07	4.850%	4.850%	11/9/26	244,000.00	246,420.48
MK CD	CIBC Bank USA Chicago, IL	23-04	4.950%	4.950%	3/24/26	225,000.00	226,543.50
MK CD	First St Bk of Dequeen Dequeen	23-06	4.600%	4.600%	7/7/26	100,000.00	100,468.00
MK CD	HAPO Community Credit UN	23-07	5.250%	5.250%	2/27/26	240,000.00	242,299.20
<u>Wells Fargo Advisors (Formerly Wachovia Securities)</u>							
WFA BOND	US Treasury Notes	22-03	2.750%	2.750%	4/30/27	326,476.93	321,608.10
WFA BOND	US Treasury Bill	24-02	5.019%	5.019%	4/17/25	1,310,779.25	1,367,726.25
WFA FHLBMSUCP	Federal Home Loan Bank Multi Step Up Cpn Bor	21-03	1.000%	1.000%	3/16/26	455,000.00	440,549.20
WFA CD	Goldman Sachs BK USA CD	21-07	1.000%	1.000%	8/8/26	215,000.00	205,073.45
WFA CD	UBS Bank USA CD	24-07	3.850%	3.850%	8/30/27	245,000.00	242,611.25
WFA CD	JP Morgan Chase Bk NA CD	25-01	4.600%	4.600%	1/31/28	245,000.00	245,014.70
WFA CD	City Natl Bk - Bev Hi CD	23-01	4.350%	4.350%	1/26/26	245,000.00	245,240.10
WFA CD	Synchrony Bank CD	23-08	5.050%	5.050%	10/27/26	245,000.00	248,001.25
WFA CD	Sallie Mae Bank/Salt CD	24-09	4.050%	4.050%	11/22/27	245,000.00	243,669.65
WFA CD	Morgan Stanley PVT PK CD	23-11	4.950%	4.950%	6/6/25	245,000.00	245,308.70
WFA CD	Morgan Stanley BK NA CD	23-12	4.800%	4.800%	12/8/25	245,000.00	245,980.00
WFA CD	Wells Fargo Bank NA CD	24-04	4.850%	4.850%	5/14/27	245,000.00	248,121.30
WFA CD	Bank of America NA CD	24-05	5.050%	5.050%	6/8/26	240,000.00	242,299.20
Total Pooled Investments - Securities						10,450,374.99	10,410,765.42

Summary of Investments by Type		
	Book Value	Fair Value
CD's	4,996,004.79	4,996,768.07
CDARS	1,000,000.00	1,000,000.00
Jumbo CDs		
Local Gov Issues	0.00	0.00
Govt. Securities	1,612,114.02	1,537,481.30
Treasury	1,637,256.18	1,689,334.35
FNMA	0.00	0.00
FHLBMSUCP	455,000.00	440,549.20
FFCBB		
FHLB	750,000.00	746,632.50
Totals	10,450,374.99	10,410,765.42

Investment Summary by Fund		
Revenue Fund	10,450,374.99	10,410,765.42
	10,450,374.99	10,410,765.42
Fair Market Value Adjustment		(39,609.57)

REGIONAL COLLABORATIVE AGREEMENT

This Agreement made and entered into by and between the Becker, Clay, Otter Tail, Stevens, Western Prairie and Wilkin Counties, through its local social service agency, Health and Human Services, referred to as the "County".

Provider is defined as the Qualified Individual who will be responsible for conducting the QRTP assessment

WITNESSETH

WHEREAS, County Health and Human Services have identified a need for Qualified Individual Assessment Services for children/youth who are placed in Qualified Residential Treatment Programs (QRTP); and

WHEREAS, this is a mandated service under the Federal Family First Prevention Services Act (Family First); and

WHEREAS, this agreement is made under Minnesota Waiver Option 2, consistent with 42 U.S.C. 675a (D) (ii), which allows designated agency employees to serve as Qualified Individuals pursuant to regional collaborative agreements between counties or Initiative tribes.

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, County agree as follows:

1. Term

The term of this Agreement shall commence upon signing and shall continue indefinitely unless canceled by a party. Parties may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other parties. No payments shall be exchanged between the parties; instead, services rendered by each contracting party shall be offset against the services provided by the other. Cancellation or termination of this Agreement shall not relieve parties from providing or receiving services rendered prior to the effective date of termination.

2. Services:

- a. Pursuant to Minn. Stat. 256M (Vulnerable Children and Adults Act), County agrees to the following services:
Qualified Individual Assessment Services for children/youth being placed in QRTP locations. These Qualified Individuals must have knowledge in child welfare services and be supervised by an individual who has no decision-making responsibilities related to foster care, case planning or placement of children in the requesting county agency. The employees and supervisor cannot be connected or affiliated with any placement setting or services. Designated waiver staff must have an understanding of child development, family dynamics when a child/youth in the home is manifesting behavioral or mental health issues and is knowledgeable about available culturally appropriate services that

support meeting children's needs in the home and/or family foster home or other placement setting.

3. Delivery of Services:

- a. Provider will have two (2) business days to review and accept or decline referrals sent from the County. Provider will communicate referral decision via email. Provider will decline any referrals that would be a conflict of interest.
- b. Provider will work collaboratively with the County regarding documentation needed to complete the assessment and Release of Information (ROI) process.
- c. Provider will complete assessment and submit completed CANS tool and QRTP assessment/recommendation forms within 30 days of accepting the referral. The completed forms will be submitted to Program Manager, via email.

4. Records

- a. Pursuant to Minn. Stat. §16C.05, Subd. 5, all records pertaining to this Agreement must be maintained for six (6) years.

5. Provider Standards and Licenses

- a. The Provider shall furnish to the County proof of complete training and certification to administer the CANS assessment.
- b. The Provider must have an approved background check on file prior to contract execution. The Provider will authorize County to perform a background check prior to contracting and then periodically thereafter.
- c. The Provider shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted.
- d. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs a-c as stated above may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

6. Safeguard of Client Information:

The use or disclosure by the Provider of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of County or Providers responsibility with respect to the Services hereunder is prohibited except upon written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

IN WITNESS WHEREOF, County have executed this Agreement as of the day and year first written below.

BECKER COUNTY

BY: _____ DATED: _____
Denise Warren
Health and Human Services Director

CLAY COUNTY

BY: _____ DATED: _____
Quinn Jaeger
Social Services Director

OTTER TAIL COUNTY

BY: _____ DATED: _____
Deb Sjostrom
Human Services Director

STEVENS COUNTY

BY: _____ DATED: _____
Liberty Sleiter
Health and Human Services Director

WESTERN PRAIRIE

BY: _____ DATED: _____
Stacy Hennen
Health and Human Services Director

WILKIN COUNTY

BY: _____ DATED: _____
Becky Tripp
Health and Human Services Director

Vending Contract

Effective Date: May 1, 2025
Location / Client: Becker County Human Services
Address: 712 Minnesota Avenue Detroit Lakes, MN 56501
Phone: 218-847-5628
Contact Person: Shannon Jemelka, Christy Ramsey

The Client, Becker County Human Services agrees to allow A to Z Vending to provide vending equipment to the Client. The Client agrees to have A to Z's vending equipment at their location for employees and or public to use for a minimum of two years. After two years, if the Client no longer wishes to have the vending equipment at the location; a 30 day written notice is required.

Client signature: _____ Date: _____

Bid Summary – 2025 Tree Planting

Becker County NRM Dept. requested bids to plant 100,000 tree seedlings covering +/- 125 acres. The total cost for Becker County to plant all trees in 2025 will be \$11,950 if a low bid is accepted.

Bid Opening took place on Thursday April 3, 2024, at 12:00 pm

Summary of Bids Received for 2025 Tree Planting

BIDDER	ADDRESS	\$ per thousand/trenched	\$ per thousand/wild (non-trenched)	Total Cost
Amy Thomas (Thomas Forestry)	682 Swenson RD SE Bemidji, MN 56601	\$83.68	\$83.68	\$11,950
Alfredo Aguilar (Great Lakes Forestry LLC)	800 Wisconsin St Mailbox 92 Eau Claire, WI 54703	\$120.00	\$140.00	\$15,400
Anthony Bull	PO Box 160 Wendell, ID 83355	\$115.00	\$125.00	\$16,600

Recommend accepting:

The low bid received; Thomas Forestry at \$83.68 per thousand trees planted (regular/trenched) and \$83.68 per thousand trees planted (wild, non-trenched).

Since 1995 Becker County has planted over 4.2 million trees on Becker County Managed Lands

WE ARE ACCEPTING BIDS FOR A 1-YEAR CONTRACT TO COVER 2025

- Please submit sealed bids (faxes will not be accepted) by 1:00 PM Friday, March 29th, 2025 to:

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

- Bids can also be returned via email to Mark.Westphal@carltoncountymn.gov. The bids must be received by the above date. Please include "MACLC Tree Planting" in the subject line of the email.
- If you have any questions, feel free to contact Mark Westphal at the Carlton County Land Department at (218) 384-4288.
- Bids will be opened at 1:00 PM on Friday, March 29th, 2025.
- MACLC reserves the right to reject any or all bids at the time of bid opening.

Type	Approx. # of 2025 Seedlings	Bid \$/Thousand	Total (\$)
Regular Planting	148,700	\$83.68	\$12,443.21
Inter-Planting	0	\$--	\$--
Wild Planting	120,300	\$83.68	\$10,066.70
Total Bid			\$22,509.91


Contractor's Signature

March 27, 2025
Date

Thomas Forestry

Contractor's Printed Name

682 Swenson RD SE, Bemidji

Contractor's Address

Minnesota

State

56601

Zip

218-407-7286

Phone Number


WE ARE ACCEPTING BIDS FOR A 1-YEAR CONTRACT TO COVER 2025

- Please submit sealed bids (faxes will not be accepted) by 1:00 PM Friday, March 29th, 2025 to:

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

- Bids can also be returned via email to Mark.Westphal@carltoncountymn.gov. The bids must be received by the above date. Please include "MACLC Tree Planting" in the subject line of the email.
- If you have any questions, feel free to contact Mark Westphal at the Carlton County Land Department at (218) 384-4288.
- Bids will be opened at 1:00 PM on Friday, March 29th, 2025.
- MACLC reserves the right to reject any or all bids at the time of bid opening.

Type	Approx. # of 2025 Seedlings	Bid \$/Thousand	Total (\$)
Regular Planting	148,700	\$ 120.00	\$ 17,844.00
Inter-Planting	0	\$ —	\$ —
Wild Planting	120,300	\$ 140.00	\$ 16,842.00
Total Bid			\$ 34,686.00


Contractor's Signature - ALFREDO AGUILAR
OWNER

03-27-2025
Date

GREAT LAKES FORESTRY LLC
Contractor's Printed Name

800 WISCONSIN ST, MAILBOX 92, EAU CLAIRE
Contractor's Address

WI
State

54703
Zip

OFF. (715) 514-1154 CELL (715) 530-2968
Phone Number

WE ARE ACCEPTING BIDS FOR A 1-YEAR CONTRACT TO COVER 2025

- Please submit sealed bids (faxes will not be accepted) by 1:00 PM Friday, March 29th, 2025 to:

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

- Bids can also be returned via email to Mark.Westphal@carltoncountymn.gov. The bids must be received by the above date. Please include "MACLC Tree Planting" in the subject line of the email.
- If you have any questions, feel free to contact Mark Westphal at the Carlton County Land Department at (218) 384-4288.
- Bids will be opened at 1:00 PM on Friday, March 29th, 2025.
- MACLC reserves the right to reject any or all bids at the time of bid opening.

Type	Approx. # of 2025 Seedlings	Bid \$/Thousand	Total (\$)
Regular Planting	148,700	\$115.00	\$17,100.50
Inter-Planting	0	\$	\$
Wild Planting	120,300	\$125.00	\$15,037.50
Total Bid			\$32,138.00

Contractor's Signature

Date 3-25-25

Anthony Bull

Contractor's Printed Name

Anthony Bull

Contractor's Address

PO Box 160
Wendell, Id 83355

State

Idaho

Zip

83355

Phone Number

208-420-2593



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: April 15th, 2025

SUBJECT: Tree planting contract

THROUGH: NRM Committee

TO: Becker County Commission

1. **Reference:** 2025 Tree planting quotes
2. **Discussion:** Becker County is planning on planting approximately 100,000 trees in 2025 on 125 acres. Bids were received from three business's; the low bid was from Thomas Forestry for the amount of \$11,950.
3. **Funding:** Resource Development Fund
4. **Requested Action:** Board motion accepting the low bid proposal from Thomas Forestry, Bemidji, MN for the amount of \$11,950.
5. The point of contact for this memorandum is Steve.Skoog@co.becker.mn.us or by phone at 846-7310.

Distribution: County Commissioners
County Administrator



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: April 15th, 2025

SUBJECT: Liberty Tire Waste Tire Delivery Agreement

THROUGH: Environmental Services Committee

TO: Becker County Commission

1. **Reference:** Disposal of waste tires
2. **Discussion:** Becker County has been sending waste tires to Liberty Tire for many years. For 2025 they offered to allow the County, at the Counties discretion, to deliver waste tires directly to their facility in St Martin Mn rather than paying Liberty Tire a fee to pick the tires from the County solid waste campus. The allowance for hauling the tires is a reduction in disposal price from \$320/ton (picked up in BC) to \$275/ton (delivered to St Martin Mn).
3. **Funding:** Solid Waste fund 18.
4. **Action:** Approve the Liberty Tire Delivery Agreements for the amount of \$320/ton picked up by Liberty Tire or \$275/ton delivered to St Martin, Mn, at Becker Counties discretion.
4. The point of contact for this memorandum is Steve.Skoog@co.becker.mn.us or by phone at 846-7310.

Distribution: County Commissioners
County Administrator



Contractor: Liberty Tire Services of Ohio, LLC dba
Liberty Tire Recycling, LLC
P.O. Box 300
130 Maine Street
St. Martin, MN 56376
Phone: 320.548.3496
Fax: 320.548.3515

GATE / DISPOSAL AGREEMENT

Customer Status: ☒ New Customer ☐ Existing-New Contract ☐ Existing-Contract Renewal ☐ Price Change ☐ Service Change

Contract Customer / Invoice to: _____ Customer Account number: STM 62345-0002 GMN 58242-0002

Customer Name: Becker County Landfill FEIN No.: _____

Address: 24413 County Highway 144

City and State: Detroit Lakes, Mn Zip Code: 56501

County: Becker Fax Number: 218-846-7266

Phone Number: 218-847-6382 E-Mail Address: steve.skoog@becker.mn.us

Check One: Proprietor ☐ Partnership ☐ Corp ☐ State of Incorporation: _____

Name of Principal: _____ Title: _____

Service: Recycling, reuse and/or disposal of Customer's used tires ("Used Tires") at the Used tire facility of Contractor named above or any of its applicable subsidiaries or affiliates performing hereunder ("Contractor") in St. Martin ("Contractor's Facility").

Effective Date of Service: 04/04/2025

Term: _____

Estimated Volume: _____

Select one:

☐ tons per month

☐ tons per year

Delivery and Acceptance Obligations: During the Term of this Agreement, Customer shall deliver to Contractor's Facility all Used Tires collected by Customer within the Service Area (defined below), and Customer hereby grants Contractor the exclusive right to recycle, reuse and/or dispose of all Used Tires collected by Customer within such Service Area. The term "Service Area" shall mean that certain area contained within a 150 mile radius of Contractor's Facility. During the Term of this Agreement, Contractor shall accept for recycling, reuse and/or disposal at Contractor's Facility, all Used Tires delivered to Contractor's Facility by Customer in accordance with the terms of this Agreement.

Service Fees (Subject to annual adjustment pursuant to Section 3 of the attached General Conditions):

	Piece rate	Bulk rate
Passenger and Light Truck Tires:	\$ _____ per tire	\$ 275.00 per ton
Large Truck Tires:	\$ _____ per tire	\$ 275.00 per ton
Mixed Loads:		\$ _____ per ton
Rim Removal Fee	\$ _____ per tire	
Other: _____	\$ _____ per tire	
Off-the-Road Tires:	\$ _____ per tire	\$ _____ per ton
Contaminated Tires	\$ _____ per tire	\$ _____ per ton

Billing Terms:

☐ COD ☒ Credit

Special Conditions:

(Customer to initial below)

1. Terms net 30 days
2. Environmental Fee : \$ 20.00 per load
3. Contact: Steve Skoog, Director

Customer Signature: _____

(Authorized Representative)

Date: _____

Print Customer Name and Title: _____

Contractor Signature: _____

(Authorized Representative)

Date: 4-8-25

Print Contractor Name and Title: _____

Phil Sherrier / Inbound Sales Manager

Mark Maust, Upper Midwest RVP

GENERAL CONDITIONS OF USED TIRE RECYCLING/DISPOSAL AGREEMENT

Contractor hereby warrants to Customer that all Used Tires delivered by Customer shall be recycled, including reuse, in accordance with the used tire rules enacted by governing local, state and federal regulatory agencies.

1. Term. The initial term of this Agreement shall be thirty-six (36) months, commencing on the Effective Date of Service, as may be extended herein ("Term"). At the end of the initial thirty-six (36) month period and on each anniversary thereafter, the Term shall automatically be extended by one (1) additional year unless, at least sixty (60) days prior to the end of the Term, one party hereto notifies the other party hereto, in writing, that it does not wish to extend the Term beyond the then current expiration date. Such automatic extension and option to cancel such automatic extension shall continue until this Agreement expires in accordance with the terms of this provision, or is terminated as otherwise provided herein, or is terminated by the mutual agreement of the parties hereto. Contractor agrees that if Customer no longer requires any Service for its Used Tires due to discontinuance of its business or relocation outside the Service Area, Customer may terminate this Agreement by delivering written notice to Contractor at least sixty (60) days prior to the intended termination date and making payment of all amounts due Contractor on or before such intended termination date. In the event Customer terminates this Agreement other than as provided above, or Contractor terminates this Agreement as a result of Customer's breach, Customer shall pay Contractor, as liquidated damages, a sum calculated as follows: (i) if the remaining Term of this Agreement is twenty-four (24) or more months, Customer shall pay the average of its past monthly charges multiplied by twenty four (24); or (ii) if the remaining Term of this Agreement is less than twenty-four (24) months, Customer shall pay the average of its past monthly charges multiplied by the number of months remaining in the Term.

2. Exclusivity. Contractor has invested—and based upon this Agreement will invest—capital, expertise, time and resources to perform this Agreement. Accordingly, during the Term of this Agreement, (1) Customer agrees to deal, negotiate, and contract exclusively with Contractor for any and all Used Tire related services provided by Contractor to Customer under this Agreement, including without limitation, the processing, recycling, resale, and/or disposal of Used Tires within the Service Area (collectively, "Services"), (2) Customer agrees not to deal, negotiate, and/or contract with any other person, corporation, or other entity—whether directly and/or indirectly—for Services, and (3) in connection with this Agreement, the parties agree that each will not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, by-pass, hinder, evade, or obviate (a) one another, (b) each other's interests in or to the benefits of this Agreement, and/or (c) the interests or relationships that either party has with any other person, corporation, or other entity including without limitation customers, manufacturers, producers, sellers, buyers, vendors, brokers, dealers, distributors, refiners, and/or shippers to affect, change, increase, decrease, and/or avoid, directly or indirectly, the obligations of one another under this Agreement.

3. Fees, Charges and Payment. Customer shall pay Contractor for its Services in accordance with the Service Fees set forth on the first page of this Agreement and these General Conditions. Customer shall pay Contractor at Contractor's address on page 1 of this Agreement. The Service Fees and other charges set forth herein shall be adjusted after the first anniversary of the Effective Date of Service to reflect (a) increases in the Consumer Price Index, and (b) an annual four percent (4%) increase of all Service Fees and other charges hereunder (provided that such increases in subsection (b) on an annual basis in excess of four percent shall require the prior approval of Customer). Customer shall pay Contractor for each load upon delivery unless credit is extended and approved, in which case payment shall be due within fifteen (15) days of invoice. Contractor has the right, in its sole discretion, to pass through to Customer any and all environmental cost recovery charges, environmental compliance charges or other similar charges related to upgrading or maintaining Contractor's facilities, including without limitation such charges which Contractor incurs in order to operate any or all of its facilities at operating standards which are in excess of what may be required by applicable federal, state or local environmental laws or regulations. Interest shall accrue and be charged on all past due amounts at the rate of one and one-half percent (1.5%) per month until paid, and Customer shall pay all costs and expenses incurred by Contractor in collecting any past due amounts, including reasonable attorneys' fees. If payment is not made when due, or if Customer otherwise breaches the terms of this Agreement and fails to cure the same within five (5) days of written notice of such breach, Contractor may suspend the provision of Services and/or terminate this Agreement upon written notice to Customer, in which event Contractor shall be entitled to recover all amounts then due and, in the event of termination, the liquidated damages described above.

4. Governmental Taxes, Fees and Charges. Customer shall be responsible for any and all taxes, fees or other charges imposed by local, state or federal laws and/or regulations upon the recycling and/or disposal of Customer's Used Tires.

5. Used Tires. Customer warrants to Contractor that all Used Passenger Tires delivered by it hereunder shall not have been subject to any safety recall, whether official or unofficial, and not otherwise subject to a 'destroy only' obligation. Customer also warrants that the Used Tires delivered to Contractor shall be in as dry a condition as possible (no more than 10 milliliters of water in each) and shall be free of oil, petroleum and any other hazardous or toxic wastes as defined by local, state or federal laws and/or regulations. All Used Tires exceeding 54 inches in height or 16 inches in width ("Off-the-Road Tires") must be derimmed and delivered by separate loads which are not commingled with other tires. It is understood and agreed that Customer shall not deliver to Contractor any split or chopped tires, solid rubber tires, baled tires, tires containing a heavy accumulation of dirt, or any waste other than Used Tires (collectively "Unacceptable Waste"). If Unacceptable Waste is contained within any load delivered by Customer, Contractor may, at its election, (i) reject the entire load, or (ii) charge a supplemental fee to Customer for special handling and/or disposal of such Unacceptable Waste.

6. Title. Title to the Used Tires shall pass to Contractor upon either (i) the Used Tires being fully unloaded at the working face of Contractor's Facility and Customer's vehicle having departed such working face or (ii) payment of Contractor's Service Fees and other charges due for such Used Tires. Prior thereto, title to the Used Tires shall be in, and all risks and responsibilities theretofore shall be borne by, Customer. Notwithstanding the foregoing, title to and liability for Unacceptable Waste shall always remain with Customer.

7. Laws, Rules and Regulations. Customer agrees to comply, and to instruct all of its employees, drivers, contractors and agents ("Customer's Representatives") to comply, with all rules and regulations established by Contractor for the operation of Contractor's Facility ("Facility Rules"), and with all applicable governmental laws and regulations.

Customer initials _____
Date _____

8. Insurance. At all times during the Term of this Agreement, Customer shall carry and maintain (i) workman's compensation insurance which meets the requirements of the State in which Contractor's Facility is located, and (ii) automobile liability insurance and general liability insurance, each with combined single limit for property damage and bodily injury (including death) in amounts standard and customary in the industry. Such insurance policies shall be issued by reputable insurance companies licensed to do business in the State in which Contractor's Facility is located. Upon request, Customer shall provide Contractor with an insurance certificate evidencing the foregoing coverage. Without limiting the foregoing, Customer shall carry insurance adequate to cover all potential liabilities related to its business and its indemnification obligations under this Agreement.

9. Indemnity and Related Provisions. Customer agrees to pay, indemnify, defend, and hold harmless Contractor and its employees, agents, and representatives from and against any and all claims, causes of actions, controversies, demands, damages, losses, costs, fines and/or liabilities (collectively, "Causes of Action") relating to and/or arising out of (1) the transportation or handling of the Used Tires by Customer or Customer's Representatives, (2) each and every deficiency, defect, characteristic, and/or other condition of Customer's tires delivered hereunder, including the delivery of Unacceptable Waste, (3) Customer's breach or nonperformance of any covenant, provision, representation or warranty made by Customer hereunder, (4) Customer's activities in connection with this Agreement or the Services, and (5) violation of any Facility Rules or any laws or regulations by Customer or Customer's Representatives, save and except for Causes of Action resulting from Contractor's willful misconduct or grossly negligent conduct. This indemnification specifically includes any damage to the vehicles of Customer or Customer's Representatives, and any injury to Customer or Customer's Representatives that may result from their transporting, handling or loading/unloading of Used tires and causes of action for death, personal injury, and/or property damage to property or the environment.

10. Right to Compete. Customer grants Contractor the right to compete with any offer which Customer receives (or intends to make) relating to the provision of Used tire recycling and/or disposal services or the resale of used tires upon the termination of this Agreement, and agrees to give Contractor written notice of any such offer and a reasonable opportunity to respond to it. If Contractor agrees to provide services on the same terms as those set forth in the offer, Customer shall contract with Contractor for such services.

11. Default and Remedies. In the event either party shall breach this Agreement and fail to cure any such breach within five (5) days of written notice thereof, the non-defaulting party shall have all rights and remedies set forth herein and all rights and remedies available at law or in equity.

12. Force Majeure. Except for their respective obligations to pay any sums of money due hereunder, each party hereto shall be excused for any delay or failure in the performance of their respective obligations hereunder, and shall not be liable for failure to perform or considered in default hereunder, if and to the extent that such delay or failure is caused by occurrences beyond such party's reasonable control and is not caused by such party, including, but not limited to, governmental laws or regulations, strikes or other labor disputes, civil commotion, sabotage, acts of terrorism, war, fire, casualty, flood, earthquake, explosion, weather, or acts of God.

13. Notice. Any notice to be given hereunder shall be in writing and shall be delivered by hand, certified mail or overnight courier to the respective party at the address set forth on the first page of this Agreement or such other address as either party shall designate by written notice to the other party. Any such notice shall be deemed effectively served as of the date of delivery unless delivery is refused or cannot be made, in which event notice shall be deemed given upon mailing.

14. Waiver. The failure of Contractor or Customer to enforce, at any time or for any period of time, any one or more of the provisions of this Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision; provided, however, final payment to Contractor constitutes a full and final release of any claims that Customer may have against Contractor.

15. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be deemed amended to the extent necessary to conform to applicable law, or, if it cannot be so amended without materially altering the intention of the parties, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

16. Governing Law & Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles, and any suit or cause of action brought to enforce the terms of this Agreement shall only be heard in the appropriate court of Allegheny County, Pennsylvania.

17. General Provisions. This Agreement (i) constitutes the entire contract between the parties with respect to the Services contemplated hereunder, (ii) may only be changed, modified or amended by a writing signed by both parties hereto, and (iii) shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The representations, warranties and indemnifications contained herein shall survive the termination of this Agreement. If any conflict or differences exist in this Agreement between items that are printed and those that are typed or written, the typed or written language shall govern. Each party agrees, represents and warrants to the other that it has not made, and makes no statements, representations and/or warranties that are not contained in this Agreement, and neither party has relied on any fact, statement, representation, and/or warranty that is not contained in this written Agreement. Each party hereby represents and warrants that the execution and performance of this Agreement have been duly authorized by such party and that this Agreement is a valid and binding obligation of such party, enforceable in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall be deemed to be one and the same instrument. A facsimile or pdf signature binds the same as an original.

Customer initials _____
Date _____



Contractor: Liberty Tire Services of Ohio, LLC
dba Liberty Tire Recycling, LLC
P.O. Box 300
130 Maine Street
St. Martin, MN 56376
Phone: 320.548.3496
Fax: 320.548.3515

DROP AND HOOK AGREEMENT

Customer Status: ☐ New Customer ☒ Existing-New Agreement ☐ Existing-Agreement Renewal ☒ Price Change ☐ Service Change
Service Type: ☒ Drop & Hook ☐ Cage ☐ Roll Off

Contract Customer / Invoice to: _____ Customer Account number: STM 62345-0001 GMN 58242-0001

Customer Name: Becker County Landfill FEIN No.: _____

Address: 24413 County Highway 144

City and State: Detroit Lakes, Mn Zip Code: 56501

County: Becker Fax Number: _____

Phone Number: 218-847-6382

E-Mail Address: steve.skoog@co.becker.mn.us

Check One: Proprietor ☐ Partnership ☐ Corp ☐ State of Incorporation: _____

Service: Trailer transportation and processing, recycling and/or disposal of Customer's used tires ("Used Tires").

Service Location:

Location Name: Same

Address: _____

City and State: _____ Zip Code: _____

County: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

Service Contact: Steve Skoog Title: Land Use Director

Effective Date of Service: 04/04/2025

Term: 12 mo.

Estimated Volume: _____

Select one:

☐ tons per year
☐ loads per year

Service Fees (Subject to annual adjustment pursuant to Section 3 of the attached General Conditions):

Freight:

Environmental Fee: 25.00/ Invoice

Container Drop Fee: \$ _____

Container Rent: \$ _____

Cost Per Load or Ton: \$ 320.00 per (check one): ☐ load ☒ ton

Overweight Charge (exceeding 15 tons per load): \$ _____ per (check one): ☐ load ☐ ton

Standby Fee: \$ _____ per hour

Rim Removal Fee: \$ _____ per tire

Current Diesel Fuel Surcharge: Included % percentage of billed revenue or charges

Minimum Billing Per Load (if applicable) _____ tons

Billing Terms: ☐ COD ☒ Credit

Special Conditions:

(Customer to initial below)

1. Terms : net 30 day

2. Open Top Service

3. Customer responsible for loading

Customer Signature: _____

(Authorized Representative)

Date: _____

Print Customer Name and Title: _____

Contractor Signature: _____

(Authorized Representative)

Date: 4-8-25

Print Contractor Name and Title: _____

P. Sherrier/ Sales

Mark Maust, Upper Midwest RVP

Service Type (select one):

☒ On Call
☐ Schedule

Service Frequency (select one):

If weekly, estimated collections per week: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7

If not weekly, then every: ☐ 2wks ☐ 3wks ☐ 4wks ☐ 5wks ☐ 6wks ☐ Other: _____

GENERAL CONDITIONS OF DROP AND HOOK AGREEMENT

Contractor named above or any of its applicable subsidiaries or affiliates performing hereunder ("Contractor") hereby warrants to Customer that all Used Tires collected from Customer shall be recycled, including reuse, in accordance with the used tire rules enacted by governing local, state and federal regulatory agencies.

1. **Term.** The initial term of this Agreement one (1) year, commencing on the Effective Date of Service, as may be extended herein ("Term"). At the end of the initial one (1) year period and on each anniversary thereafter, the Term shall automatically be extended by one (1) additional year unless, at least sixty (60) days prior to the end of the Term, one party hereto notifies the other party hereto, in writing, that it does not wish to extend the Term beyond the then current expiration date. Such automatic extension and option to cancel such automatic extension shall continue until this Agreement expires in accordance with the terms of this provision, or is terminated as otherwise provided herein, or is terminated by the mutual agreement of the parties hereto. Contractor agrees that if Customer no longer requires any Service for its Used Tires due to discontinuance of its business or relocation outside the area in which Contractor provides Service, Customer may terminate this Agreement by delivering written notice to Contractor at least sixty (60) days prior to the intended termination date and making payment of all amounts due Contractor on or before such intended termination date. In the event Customer terminates this Agreement other than as provided above, or Contractor terminates this Agreement as a result of Customer's breach, Customer shall pay Contractor, as liquidated damages, a sum calculated as follows: (i) if the remaining Term of this Agreement is six (6) or more months, Customer shall pay its most recent monthly charge multiplied by six (6); or (ii) if the remaining Term of this Agreement is less than six (6) months, Customer shall pay its most recent monthly charge multiplied by the number of months remaining in the Term.

2. **Exclusivity.** Contractor has invested—and based upon this Agreement will invest—capital, expertise, time and resources to perform this Agreement. Accordingly, during the Term of this Agreement, (1) Customer agrees to deal, negotiate, and contract exclusively with Contractor for any and all Used Tire related services provided by Contractor to Customer under this Agreement, including without limitation, the transportation, processing, recycling, resale, and/or disposal of Used Tires (collectively, "Services"), (2) Customer agrees not to deal, negotiate, and/or contract with any other person, corporation, or other entity—whether directly and/or indirectly—for Services, and (3) in connection with this Agreement, the parties agree that each will not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, by-pass, hinder, evade, or obviate (a) one another, (b) each other's interests in or to the benefits of this Agreement, and/or (c) the interests or relationships that either party has with any other person, corporation, or other entity including without limitation customers, manufacturers, producers, sellers, buyers, vendors, brokers, dealers, distributors, refiners, and/or shippers to affect, change, increase, decrease, and/or avoid, directly or indirectly, the obligations of one another under this Agreement.

3. **Fees, Charges and Payment.** Customer shall pay Contractor for its Services in accordance with the Service Fees set forth on the first page of this Agreement and these General Conditions. Customer shall pay Contractor at Contractor's address on page 1 of this Agreement. The Service Fees and other charges set forth herein shall be adjusted after the first anniversary of the Effective Date of Service to reflect (a) increases in the Consumer Price Index, and (b) an annual four percent (4%) increase of all Service Fees and other charges hereunder. The Container Rent fee shall be charged if Customer fails to generate a loaded trailer during any calendar month. The Rim Removal Fee shall be charged for each and every Used Tire that has not been derimmed. Customer shall prepay the Trailer Drop Fee and the cost of the first load when the first empty trailer is delivered. Thereafter, Customer shall prepay Contractor for each load when the replacement trailer is delivered unless credit is extended and approved, in which case payment shall be due within fifteen (15) days of invoice. Contractor has the right, in its sole discretion, to pass through to Customer any and all environmental cost recovery charges, environmental compliance charges or other similar charges related to upgrading or maintaining Contractor's facilities, including without limitation such charges which Contractor incurs in order to operate any or all of its facilities at operating standards which are in excess of what may be required by applicable federal, state or local environmental laws or regulations. Interest shall accrue and be charged on all past due amounts at the rate of one and one-half percent (1.5%) per month until paid, and Customer shall pay all costs and expenses incurred by Contractor in collecting any past due amounts, including without limitation reasonable attorneys' fees. If payment is not made when due, or if Customer otherwise breaches the terms of this Agreement and fails to cure the same within five (5) days of written notice of such breach, Contractor may remove any equipment on Customer's premises, suspend the provision of Services and/or terminate this Agreement upon written notice to Customer, in which event Contractor shall be entitled to recover all amounts then due and, in the event of termination, the liquidated damages described above.

4. **Fuel Surcharge.** Contractor may impose a fuel surcharge in the event the cost of diesel fuel increases at any time, or from time to time, during the Term. The fuel surcharge shall be calculated based on increases in the cost of diesel fuel as published by the Energy Information Administration of the US Department of Energy (www.eia.doe.gov) ("EIA") as determined by Contractor at any time, or from time to time, during the Term of this Agreement over a base cost of \$1.30 per gallon (the "Fuel Surcharge Percentage"). The resulting Fuel Charge Percentage shall be multiplied by the aggregate of Customer's billed Service Fees and other charges for the period determined by Contractor in order to determine the amount of such fuel surcharge. The fuel surcharge as of the date of execution of this Agreement shall be the percentage set forth on page 1 of this Agreement, and may be increased or decreased at any time, or from time to time, by the Contractor as necessary and appropriate.

5. **Governmental Taxes, Fees and Charges.** Customer shall be responsible for any and all taxes, fees or other charges imposed by local, state or federal laws and/or regulations upon the collection, transportation, processing, recycling and/or disposal of Customer's Used Tires.

6. **Equipment.** The word "equipment" as used in these General Conditions shall mean over-the-road bulk trailers provided by Contractor to Customer for the storage and transportation of Used Tires. All equipment shall remain the property of Contractor and Customer shall have no right, title or interest in such equipment. Contractor shall have the absolute right to remove or replace any and all equipment at any time, and Customer shall be obligated to eliminate any obstruction that might hinder Contractor in removing or replacing the equipment. Customer shall provide a stable, paved parking space for the equipment, and shall not overload, move or alter the equipment, or use the equipment for purposes other than the storage of Used Tires to be collected by Contractor. Customer shall be responsible for the equipment's safekeeping, and shall be liable to Contractor for all loss and/or damage to the equipment while in Customer's possession (including fire and theft) except for reasonable wear and tear. On collection day, Contractor shall have clear, unimpeded access to the equipment. If the equipment is blocked so as to delay or prohibit collection, any additional collection cost shall be classified as an extra pick-up and charged to Customer's account or Contractor may charge the Standby Fee. Customer agrees to carry insurance with sound and reputable insurers against fire, theft and other hazards, in such forms and in such amounts so that the value of the equipment located on Customer's premises shall at all times be covered from all such losses and risk and as Contractor may reasonably require, for the benefit of Customer and Contractor. Upon request, Customer shall provide Contractor with an insurance certificate evidencing the foregoing coverage. Customer shall not sell, lease, lend, move, transfer, encumber or pledge any equipment located on Customer's premises or allow any third parties to move or encumber the equipment located on Customer's premises. Customer shall give its secured lenders notice that Customer does not have an ownership interest in the equipment.

7. **Used Tires.** Customer warrants to Contractor that all Used Tires delivered by it hereunder shall not have been subject to any safety recall, whether official or unofficial, and not otherwise subject to a 'destroy only' obligation. Customer also warrants that the Used Tires delivered to Contractor shall be in as dry a condition as possible (no more than 10 milliliters of water in each) and shall be free of oil, petroleum and any other hazardous or toxic wastes as defined by local, state or federal laws and/or regulations. It is understood and agreed that Customer shall not deliver to Contractor any split or chopped tires, solid rubber tires, baled tires, tires containing a heavy accumulation of dirt, or tires exceeding 54 inches in height or 16 inches in width or any waste other than Used Tires (collectively, "Unacceptable Waste"). Customer further agrees that if any Unacceptable Waste is delivered by Customer, Contractor may, at its election, (i) return such Unacceptable Waste to Customer, or (ii) charge a supplemental fee to Customer for special handling and/or disposal of such Unacceptable Waste.

Customer initials _____
Date _____

8. **Title.** Title to the Used Tires shall pass to Contractor upon either the (i) payment of Contractor's Service Fees and other charges due for such Used Tires, or (ii) removal of such Used Tires by Contractor from Customer's premises. If Customer fails to pay Contractor's Service Fees and/or other charges, Contractor, at its option, may unload and/or return Customer's Used Tires, in which event Customer shall remain liable to Contractor for 100% of the Service Fees and other charges due for such Used Tires. Notwithstanding the foregoing, title to and liability for Non-Conforming Tires shall always remain with Customer.

9. **Provision of Services.** To the extent not otherwise covered by insurance, Contractor shall be responsible for damages to Customer's property directly resulting from any actions of Contractor, its agents or employees in connection with providing the Services to Customer pursuant to this Agreement; provided, however, that Contractor shall not be responsible for any damages if Customer was aware of any condition affecting Customer's property which contributed to or caused such damage and did not inform Contractor.

10. **Indemnity and Related Provisions.** Customer agrees to pay, indemnify, defend, and hold harmless Contractor and its employees, agents, and representatives from and against any and all claims, causes of actions, controversies, demands, damages, losses, costs, fines and/or liabilities (collectively, "Causes of Action") relating to and/or arising out of (1) the operation, use, or possession of the equipment by Customer, (2) each and every deficiency, defect, characteristic, and/or other condition of Customer's property and/or Used Tires, including the delivery of Unacceptable Waste, (3) Customer's breach or nonperformance of any covenant, provision, representation or warranty made by Customer hereunder, (4) Customer's activities in connection with this Agreement or the Services, and (5) Customer's violation of any laws or regulations, save and except for Causes of Action resulting from Contractor's willful misconduct or grossly negligent conduct. This provision applies to and includes without limitation claims and causes of action for death, personal injury, and/or damage to property or the environment. This indemnification specifically includes any injury to Customer's employees that may result from the employee's handling or loading of Used Tires.

11. **Insurance.** In addition to Customer's obligations under Section 6 hereof, Customer shall maintain insurance in types and amounts appropriate for similarly situated persons. Without limiting the foregoing, Customer shall carry insurance adequate to cover all potential liabilities related to its business and its indemnification obligations under this Agreement.

12. **Right to Compete.** Customer grants Contractor the right to compete with any offer which Customer receives (or intends to make) relating to the provision of Used Tire collection, transportation, processing, recycling, resale and/or disposal services upon the termination of this Agreement, and agrees to give Contractor written notice of any such offer and a reasonable opportunity to respond to it. If Contractor agrees to provide services on the same terms as those set forth in the offer, Customer shall contract with Contractor for such services.

13. **Selling Used Tires.** Customer recognizes the value to the Contractor for those used tires that can be culled and sold as a used tire. The parties further acknowledge and agree that the pricing of the Service Fees set forth in this Agreement is premised upon no theft or diversion of Used Tires from the locations. Customer shall implement procedures to ensure individuals or businesses do not to take, purchase, or damage such good used tires from the Customer's locations. Customer shall take precautions to keep used tires secure and contained to eliminate the risk of tire theft or damage. If such theft occurs, Customer shall provide Contractor access to its loss prevention department and cooperate with all investigations and possible prosecutions of such theft perpetrators. If such theft continues, Contractor, at its sole discretion, may increase Service Fees for that particular location.

14. **Default and Remedies.** In the event either party breaches this Agreement and fails to cure any such breach within five (5) days of written notice thereof, the non-defaulting party shall have all rights and remedies set forth in this Agreement and all rights and remedies available at law or in equity.

15. **Force Majeure.** Except for their respective obligations to pay any sums of money due hereunder, each party hereto shall be excused for any delay or failure in the performance of their respective obligations hereunder, and shall not be liable for failure to perform or considered in default hereunder, if and to the extent that such delay or failure is caused by occurrences beyond such party's reasonable control and is not caused by such party, including, but not limited to, governmental laws or regulations, strikes or other labor disputes, civil commotion, sabotage, acts of terrorism, war, fire, casualty, flood, earthquake, explosion, weather, or acts of God.

16. **Notice.** Any notice to be given hereunder shall be in writing and shall be delivered by hand, certified mail or overnight courier to the respective party at the address set forth on the first page of this Agreement or such other address as either party shall designate by written notice to the other party. Any such notice shall be deemed effectively served as of the date of delivery unless delivery is refused or cannot be made, in which event notice shall be deemed given upon mailing.

17. **Waiver.** The failure of Contractor or Customer to enforce, at any time or for any period of time, any one or more of the provisions of this Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision; provided, however, final payment to Contractor constitutes a full and final release of any claims that Customer may have against Contractor.

18. **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be deemed amended to the extent necessary to conform to applicable law, or, if it cannot be so amended without materially altering the intention of the parties, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

19. **Governing Law & Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles, and any suit or cause of action brought to enforce the terms of this Agreement shall only be heard in the appropriate court of Allegheny County, Pennsylvania.

20. **General Provisions.** This Agreement (i) constitutes the entire contract between the parties with respect to the Services contemplated hereunder, (ii) may only be changed, modified or amended by a writing signed by both parties hereto, and (iii) shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The representations, warranties and indemnifications contained herein shall survive the termination of this Agreement. If any conflict or differences exist in this Agreement between items that are printed and those that are typed or written, the typed or written language shall govern. Each party agrees, represents and warrants to the other that it has not made, and makes no statements, representations and/or warranties that are not contained in this Agreement, and neither party has relied on any fact, statement, representation, and/or warranty that is not contained in this written Agreement. Each party hereby represents and warrants that the execution and performance of this Agreement have been duly authorized by such party and that this Agreement is a valid and binding obligation of such party, enforceable in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall be deemed to be one and the same instrument. A facsimile or pdf signature binds the same as an original.

Customer initials _____
Date _____

Contractor:



DROP AND HOOK AGREEMENT

Customer Status: ☐ New Customer ☐ Existing-New Agreement ☐ Existing-Agreement Renewal ☐ Price Change ☐ Service Change

Service Type: ☐ Drop & Hook ☐ Cage ☐ Roll Off

Contract Customer / Invoice to: _____ **Customer Account number:** _____

Customer Name: _____ FEIN No.: _____

Address: _____

City and State: _____ Zip Code: _____

County: _____ Fax Number: _____

Phone Number: _____

E-Mail Address: _____

Check One: Proprietor ☐ Partnership ☐ Corp ☐ State of Incorporation: _____

Service: Trailer transportation and processing, recycling and/or disposal of Customer's used tires ("Used Tires").

Service Location:

Location Name: _____

Address: _____

City and State: _____ Zip Code: _____

County: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

Service Contact: _____ Title: _____

Effective Date of Service: _____

Term: _____

Estimated Volume: _____

Select one:

☐ tons per year

☐ loads per year

Service Fees (Subject to annual adjustment pursuant to Section 3 of the attached General Conditions):

Freight: _____

Environmental Fee: _____

Container Drop Fee: \$ _____

Container Rent: \$ _____

Cost Per Load or Ton: \$ _____ per (check one): ☐ load ☐ ton

Overweight Charge (exceeding 15 tons per load): \$ _____ per (check one): ☐ load ☐ ton

Standby Fee: \$ _____ per hour

Rim Removal Fee: \$ _____ per tire

Current Diesel Fuel Surcharge: _____ % percentage of billed revenue or charges

Minimum Billing Per Load (if applicable) _____ tons

Billing Terms: ☐ COD ☐ Credit

Special Conditions:

(Customer to initial below)

1. _____

2. _____

3. _____

Customer Signature: _____ Date: _____

(Authorized Representative)

Print Customer Name and Title: _____

Contractor Signature: _____ Date: _____

(Authorized Representative)

Print Contractor Name and Title: _____

Service Type (select one):

☐ On Call

☐ Schedule

Service Frequency (select one):

If weekly, estimated collections per week: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7

If not weekly, then every: ☐ 2wks ☐ 3wks ☐ 4wks ☐ 5wks ☐ 6wks ☐ Other: _____

GENERAL CONDITIONS OF DROP AND HOOK AGREEMENT

Contractor named above or any of its applicable subsidiaries or affiliates performing hereunder ("Contractor") hereby warrants to Customer that all Used Tires collected from Customer shall be recycled, including reuse, in accordance with the used tire rules enacted by governing local, state and federal regulatory agencies.

1. Term. The initial term of this Agreement one (1) year, commencing on the Effective Date of Service, as may be extended herein ("Term"). At the end of the initial one (1) year period and on each anniversary thereafter, the Term shall automatically be extended by one (1) additional year unless, at least sixty (60) days prior to the end of the Term, one party hereto notifies the other party hereto, in writing, that it does not wish to extend the Term beyond the then current expiration date. Such automatic extension and option to cancel such automatic extension shall continue until this Agreement expires in accordance with the terms of this provision, or is terminated as otherwise provided herein, or is terminated by the mutual agreement of the parties hereto. Contractor agrees that if Customer no longer requires any Service for its Used Tires due to discontinuance of its business or relocation outside the area in which Contractor provides Service, Customer may terminate this Agreement by delivering written notice to Contractor at least sixty (60) days prior to the intended termination date and making payment of all amounts due Contractor on or before such intended termination date. In the event Customer terminates this Agreement other than as provided above, or Contractor terminates this Agreement as a result of Customer's breach, Customer shall pay Contractor, as liquidated damages, a sum calculated as follows: (i) if the remaining Term of this Agreement is six (6) or more months, Customer shall pay its most recent monthly charge multiplied by six (6); or (ii) if the remaining Term of this Agreement is less than six (6) months, Customer shall pay its most recent monthly charge multiplied by the number of months remaining in the Term.

2. Exclusivity. Contractor has invested—and based upon this Agreement will invest—capital, expertise, time and resources to perform this Agreement. Accordingly, during the Term of this Agreement, (1) Customer agrees to deal, negotiate, and contract exclusively with Contractor for any and all Used Tire related services provided by Contractor to Customer under this Agreement, including without limitation, the transportation, processing, recycling, resale, and/or disposal of Used Tires (collectively, "Services"), (2) Customer agrees not to deal, negotiate, and/or contract with any other person, corporation, or other entity—whether directly and/or indirectly—for Services, and (3) in connection with this Agreement, the parties agree that each will not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, by-pass, hinder, evade, or obviate (a) one another, (b) each other's interests in or to the benefits of this Agreement, and/or (c) the interests or relationships that either party has with any other person, corporation, or other entity including without limitation customers, manufacturers, producers, sellers, buyers, vendors, brokers, dealers, distributors, refiners, and/or shippers to affect, change, increase, decrease, and/or avoid, directly or indirectly, the obligations of one another under this Agreement.

3. Fees, Charges and Payment. Customer shall pay Contractor for its Services in accordance with the Service Fees set forth on the first page of this Agreement and these General Conditions. Customer shall pay Contractor at Contractor's address on page 1 of this Agreement. The Service Fees and other charges set forth herein shall be adjusted after the first anniversary of the Effective Date of Service to reflect (a) increases in the Consumer Price Index, and (b) an annual four percent (4%) increase of all Service Fees and other charges hereunder. The Container Rent fee shall be charged if Customer fails to generate a loaded trailer during any calendar month. The Rim Removal Fee shall be charged for each and every Used Tire that has not been derimmed. Customer shall prepay the Trailer Drop Fee and the cost of the first load when the first empty trailer is delivered. Thereafter, Customer shall prepay Contractor for each load when the replacement trailer is delivered unless credit is extended and approved, in which case payment shall be due within fifteen (15) days of invoice. Contractor has the right, in its sole discretion, to pass through to Customer any and all environmental cost recovery charges, environmental compliance charges or other similar charges related to upgrading or maintaining Contractor's facilities, including without limitation such charges which Contractor incurs in order to operate any or all of its facilities at operating standards which are in excess of what may be required by applicable federal, state or local environmental laws or regulations. Interest shall accrue and be charged on all past due amounts at the rate of one and one-half percent (1.5%) per month until paid, and Customer shall pay all costs and expenses incurred by Contractor in collecting any past due amounts, including without limitation reasonable attorneys' fees. If payment is not made when due, or if Customer otherwise breaches the terms of this Agreement and fails to cure the same within five (5) days of written notice of such breach, Contractor may remove any equipment on Customer's premises, suspend the provision of Services and/or terminate this Agreement upon written notice to Customer, in which event Contractor shall be entitled to recover all amounts then due and, in the event of termination, the liquidated damages described above.

4. Fuel Surcharge. Contractor may impose a fuel surcharge in the event the cost of diesel fuel increases at any time, or from time to time, during the Term. The fuel surcharge shall be calculated based on increases in the cost of diesel fuel as published by the Energy Information Administration of the US Department of Energy (www.eia.doe.gov) ("EIA") as determined by Contractor at any time, or from time to time, during the Term of this Agreement over a base cost of \$1.30 per gallon (the "Fuel Surcharge Percentage"). The resulting Fuel Charge Percentage shall be multiplied by the aggregate of Customer's billed Service Fees and other charges for the period determined by Contractor in order to determine the amount of such fuel surcharge. The fuel surcharge as of the date of execution of this Agreement shall be the percentage set forth on page 1 of this Agreement, and may be increased or decreased at any time, or from time to time, by the Contractor as necessary and appropriate.

5. Governmental Taxes, Fees and Charges. Customer shall be responsible for any and all taxes, fees or other charges imposed by local, state or federal laws and/or regulations upon the collection, transportation, processing, recycling and/or disposal of Customer's Used Tires.

6. Equipment. The word "equipment" as used in these General Conditions shall mean over-the-road bulk trailers provided by Contractor to Customer for the storage and transportation of Used Tires. All equipment shall remain the property of Contractor and Customer shall have no right, title or interest in such equipment. Contractor shall have the absolute right to remove or replace any and all equipment at any time, and Customer shall be obligated to eliminate any obstruction that might hinder Contractor in removing or replacing the equipment. Customer shall provide a stable, paved parking space for the equipment, and shall not overload, move or alter the equipment, or use the equipment for purposes other than the storage of Used Tires to be collected by Contractor. Customer shall be responsible for the equipment's safekeeping, and shall be liable to Contractor for all loss and/or damage to the equipment while in Customer's possession (including fire and theft) except for reasonable wear and tear. On collection day, Contractor shall have clear, unimpeded access to the equipment. If the equipment is blocked so as to delay or prohibit collection, any additional collection cost shall be classified as an extra pick-up and charged to Customer's account or Contractor may charge the Standby Fee. Customer agrees to carry insurance with sound and reputable insurers against fire, theft and other hazards, in such forms and in such amounts so that the value of the equipment located on Customer's premises shall at all times be covered from all such losses and risk and as Contractor may reasonably require, for the benefit of Customer and Contractor. Upon request, Customer shall provide Contractor with an insurance certificate evidencing the foregoing coverage. Customer shall not sell, lease, lend, move, transfer, encumber or pledge any equipment located on Customer's premises or allow any third parties to move or encumber the equipment located on Customer's premises. Customer shall give its secured lenders notice that Customer does not have an ownership interest in the equipment.

7. Used Tires. Customer warrants to Contractor that all Used Tires delivered by it hereunder shall not have been subject to any safety recall, whether official or unofficial, and not otherwise subject to a 'destroy only' obligation. Customer also warrants that the Used Tires delivered to Contractor shall be in as dry a condition as possible (no more than 10 milliliters of water in each) and shall be free of oil, petroleum and any other hazardous or toxic wastes as defined by local, state or federal laws and/or regulations. It is understood and agreed that Customer shall not deliver to Contractor any split or chopped tires, solid rubber tires, baled tires, tires containing a heavy accumulation of dirt, or tires exceeding 54 inches in height or 16 inches in width or any waste other than Used Tires (collectively, "Unacceptable Waste"). Customer further agrees that if any Unacceptable Waste is delivered by Customer, Contractor may, at its election, (i) return such Unacceptable Waste to Customer, or (ii) charge a supplemental fee to Customer for special handling and/or disposal of such Unacceptable Waste.

Customer initials _____
Date _____

8. Title. Title to the Used Tires shall pass to Contractor upon either the (i) payment of Contractor's Service Fees and other charges due for such Used Tires, or (ii) removal of such Used Tires by Contractor from Customer's premises. If Customer fails to pay Contractor's Service Fees and/or other charges, Contractor, at its option, may unload and/or return Customer's Used Tires, in which event Customer shall remain liable to Contractor for 100% of the Service Fees and other charges due for such Used Tires. Notwithstanding the foregoing, title to and liability for Non-Conforming Tires shall always remain with Customer.

9. Provision of Services. To the extent not otherwise covered by insurance, Contractor shall be responsible for damages to Customer's property directly resulting from any actions of Contractor, its agents or employees in connection with providing the Services to Customer pursuant to this Agreement; provided, however, that Contractor shall not be responsible for any damages if Customer was aware of any condition affecting Customer's property which contributed to or caused such damage and did not inform Contractor.

10. Indemnity and Related Provisions. Customer agrees to pay, indemnify, defend, and hold harmless Contractor and its employees, agents, and representatives from and against any and all claims, causes of actions, controversies, demands, damages, losses, costs, fines and/or liabilities (collectively, "Causes of Action") relating to and/or arising out of (1) the operation, use, or possession of the equipment by Customer, (2) each and every deficiency, defect, characteristic, and/or other condition of Customer's property and/or Used Tires, including the delivery of Unacceptable Waste, (3) Customer's breach or nonperformance of any covenant, provision, representation or warranty made by Customer hereunder, (4) Customer's activities in connection with this Agreement or the Services, and (5) Customer's violation of any laws or regulations, save and except for Causes of Action resulting from Contractor's willful misconduct or grossly negligent conduct. This provision applies to and includes without limitation claims and causes of action for death, personal injury, and/or damage to property or the environment. This indemnification specifically includes any injury to Customer's employees that may result from the employee's handling or loading of Used Tires.

11. Insurance. In addition to Customer's obligations under Section 6 hereof, Customer shall maintain insurance in types and amounts appropriate for similarly situated persons. Without limiting the foregoing, Customer shall carry insurance adequate to cover all potential liabilities related to its business and its indemnification obligations under this Agreement.

12. Right to Compete. Customer grants Contractor the right to compete with any offer which Customer receives (or intends to make) relating to the provision of Used Tire collection, transportation, processing, recycling, resale and/or disposal services upon the termination of this Agreement, and agrees to give Contractor written notice of any such offer and a reasonable opportunity to respond to it. If Contractor agrees to provide services on the same terms as those set forth in the offer, Customer shall contract with Contractor for such services.

13. Selling Used Tires. Customer recognizes the value to the Contractor for those used tires that can be culled and sold as a used tire. The parties further acknowledge and agree that the pricing of the Service Fees set forth in this Agreement is premised upon no theft or diversion of Used Tires from the locations. Customer shall implement procedures to ensure individuals or businesses do not take, purchase, or damage such good used tires from the Customer's locations. Customer shall take precautions to keep used tires secure and contained to eliminate the risk of tire theft or damage. If such theft occurs, Customer shall provide Contractor access to its loss prevention department and cooperate with all investigations and possible prosecutions of such theft perpetrators. If such theft continues, Contractor, at its sole discretion, may increase Service Fees for that particular location.

14. Default and Remedies. In the event either party breaches this Agreement and fails to cure any such breach within five (5) days of written notice thereof, the non-defaulting party shall have all rights and remedies set forth in this Agreement and all rights and remedies available at law or in equity.

15. Force Majeure. Except for their respective obligations to pay any sums of money due hereunder, each party hereto shall be excused for any delay or failure in the performance of their respective obligations hereunder, and shall not be liable for failure to perform or considered in default hereunder, if and to the extent that such delay or failure is caused by occurrences beyond such party's reasonable control and is not caused by such party, including, but not limited to, governmental laws or regulations, strikes or other labor disputes, civil commotion, sabotage, acts of terrorism, war, fire, casualty, flood, earthquake, explosion, weather, or acts of God.

16. Notice. Any notice to be given hereunder shall be in writing and shall be delivered by hand, certified mail or overnight courier to the respective party at the address set forth on the first page of this Agreement or such other address as either party shall designate by written notice to the other party. Any such notice shall be deemed effectively served as of the date of delivery unless delivery is refused or cannot be made, in which event notice shall be deemed given upon mailing.

17. Waiver. The failure of Contractor or Customer to enforce, at any time or for any period of time, any one or more of the provisions of this Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision; provided, however, final payment to Contractor constitutes a full and final release of any claims that Customer may have against Contractor.

18. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be deemed amended to the extent necessary to conform to applicable law, or, if it cannot be so amended without materially altering the intention of the parties, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

19. Governing Law & Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles, and any suit or cause of action brought to enforce the terms of this Agreement shall only be heard in the appropriate court of Allegheny County, Pennsylvania.

20. General Provisions. This Agreement (i) constitutes the entire contract between the parties with respect to the Services contemplated hereunder, (ii) may only be changed, modified or amended by a writing signed by both parties hereto, and (iii) shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The representations, warranties and indemnifications contained herein shall survive the termination of this Agreement. If any conflict or differences exist in this Agreement between items that are printed and those that are typed or written, the typed or written language shall govern. Each party agrees, represents and warrants to the other that it has not made, and makes no statements, representations and/or warranties that are not contained in this Agreement, and neither party has relied on any fact, statement, representation, and/or warranty that is not contained in this written Agreement. Each party hereby represents and warrants that the execution and performance of this Agreement have been duly authorized by such party and that this Agreement is a valid and binding obligation of such party, enforceable in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall be deemed to be one and the same instrument. A facsimile or pdf signature binds the same as an original.

Customer initials _____
Date _____

ABATEMENTS TAXES PAYABLE 2025

	A	C	D	E	F	H	P	Q	R
1	Parcel #		Original	Adjustment	Corrected	Twp/City	RMV ORIGINAL	RMV CORRECTED	AMOUNT OF CHANGE
2									
3									
4	37.0089.000	LINK AG HSTD	\$924	\$490	\$1,414	WOLF LK	\$ 50,400.00	\$ 50,400.00	\$ -
5	13.0204.000		\$1,514	(\$376)	\$1,138	GREEN VALI	\$ 65,900.00	\$ 65,900.00	\$ -
6	37.0093.001		\$862	(\$432)	\$430	WOLF LK	\$ -	\$ -	\$ -
7	37.0097.000		\$1,868	(\$934)	\$934	WOLF LK	\$ -	\$ -	\$ -
8	31.0016.000	ADD HSTD	\$ 1,432.00	(\$38)	\$ 1,394.00	SPRUCE GR	\$ -	\$ 46,300.00	\$ 46,300.00
9	02.8091.000	HSTD ON PP SINCE 2015	\$ 166.00	\$70	\$ 236.00	AUDUBON	\$ 37,400.00	\$ -	\$ 37,400.00
10	01.0071.000	REMOVE VET HSTD-SALE	\$ 64.00	\$1,274	\$ 1,338.00	ATLANTA	\$ -	\$ 164,700.00	\$ 164,700.00
11	13.0128.000	LINK AG HSTD	\$ 1,136.00	(\$568)	\$ 568.00	GREEN VALI	\$ -	\$ -	\$ -
12	13.0178.000		\$ 3,004.00	(\$1,350)	\$ 1,654.00	GREEN VALI	\$ -	\$ -	\$ -
13	13.0180.000		\$ 3,248.00	(\$1,344)	\$ 1,904.00	GREEN VALI	\$ 578,500.00	\$ 578,500.00	\$ -
14	13.0182.000		\$ 906.00	(\$454)	\$ 452.00	GREEN VALI	\$ -	\$ -	\$ -
15	13.0189.000		\$ 3,070.00	(\$1,770)	\$ 1,300.00	GREEN VALI	\$ 37,600.00	\$ 37,600.00	\$ -
16	24.0331.000	RES NOT REMOVED AFTER 2023 CALL	\$ 2,284.00	\$2,024	\$ 4,308.00	RICHWOOD	\$ 162,100.00	\$ 297,100.00	\$ 135,000.00
17	16.0345.000	VET NOT ADDED	\$ 2,800.00	(\$1,976)	\$ 824.00	HOLMESVIL	\$ 414,200.00	\$ 114,200.00	\$ 300,000.00
18	34.0063.007	CLASS CHANGE FOR HSTD	\$ 2,400.00	(\$128)	\$ 2,272.00	TWO INLETS	\$ -	\$ 415,500.00	\$ 415,500.00
19	22.0002.000	AG REMOVED BUT CRP	\$ 4,976.00	\$0	\$ 4,976.00	PINE PT	\$ -	\$ -	\$ -
20	15.0358.000	RE-ADD GA AG	\$ 5,382.00	\$0	\$ 5,382.00	HT OF LAND	\$ -	\$ -	\$ -
21	03.0282.000	NO CHANGE	\$ 5,418.00	\$0	\$ 5,418.00	BURLINGTO	\$ -	\$ -	\$ -
22	15.0359.001		\$ 46.00	\$0	\$ 46.00	HT OF LAND	\$ -	\$ -	\$ -
23	27.0197.201	CHANGE CLASS & ADD HSTD	\$ 4,374.00	(\$256)	\$ 4,118.00	SAVANNAH	\$ -	\$ 695,800.00	\$ 695,800.00
24	16.0195.000	AG HSTD & LINK	\$ 1,728.00	\$ (1,546.00)	\$ 182.00	HOLMESVIL	\$ 3,483.00	\$ 1,742.00	\$ 1,741.00
25	16.0195.000					HOLMESVIL	\$ -	\$ -	\$ -
26	49.0029.103	COMMONS NOT INACTIVATED IN AUME	\$ 602.00	(\$602)	\$ -	CITY OF DL	\$ 61,600.00	\$ -	\$ 61,600.00
27	05.0163.000	UPDATE FOR SFIA	\$ 1,994.00	(\$42)	\$ 1,952.00	CARSONVIL	\$ 148,900.00	\$ 128,300.00	\$ 20,600.00
28	32.0351.000	ADD VET EXCLUSION	\$ 3,300.00	(\$960)	\$ 2,340.00	SUGAR BUS	\$ 511,000.00	\$ 361,000.00	\$ 150,000.00
29	06.0819.000	CLASS CHANGE FOR HSTD	\$ 3,012.00	\$46	\$ 3,058.00	CORMORAN	\$ -	\$ 552,900.00	\$ 552,900.00
30	06.0833.105		\$ 38.00	(\$10)	\$ 28.00	CORMORAN	\$ -	\$ -	\$ -
31			\$56,548	(\$8,882)	\$47,666				

197.60 COUNTY VETERANS SERVICE OFFICERS; APPOINTMENT; COMPENSATION.

Subdivision 1. **Appointment; administrative support.** The county board of any county, or the county boards of any two or more counties acting pursuant to section 197.602, shall appoint a county veterans service officer and may appoint one or more assistant county veterans service officers who are qualified under section 197.601. The county board or boards shall provide necessary clerical help, office space, equipment, and supplies for the officer, and reimbursement for mileage and other traveling expenses necessarily incurred in the performance of duties. Subject to the direction and control of the county veterans service officer, the assistant county veterans service officer may exercise all the powers, and shall perform the duties, of the county veterans service officer, and is subject to all the provisions of sections 197.60 to 197.606 relating to a county veterans service officer. Every county officer and agency shall cooperate with the county veterans service officer and shall provide the officer with information necessary in connection with the performance of duties.

Subd. 2. **Term.** Except as otherwise prescribed in sections 197.60 to 197.606, the term of appointment of a county veterans service officer appointed pursuant to this section shall be for four years with the first 12 months of the initial appointment being a probationary period, unless removed for cause upon written charges and after a hearing thereon. If the board of county commissioners does not intend to reappoint a county veterans service officer who has been certified by the Department of Veteran Affairs, the board shall present written notice to the county veterans service officer, not later than 90 days before the termination of the county veterans service officer's term, that it does not intend to reappoint the county veterans service officer. If written notice is not timely made, the county veterans service officer must automatically be reappointed by the board of county commissioners.

Subd. 3. **Compensation.** Except as otherwise prescribed in sections 197.60 to 197.606, the county board shall fix the compensation of the county veterans service officer and assistant county veterans service officers which shall be paid in the same manner and at the same time as the county officers. The county board may fix the compensation of the county veterans service officer at a level commensurate with other county officials with the same level of responsibility.

Subd. 4. **Tax levy.** In each county employing a county veterans service officer, the county board may levy a tax annually sufficient to defray the estimated cost of all salaries and expenses necessarily incident to the performance by the county veterans service officer of duties during the succeeding year, and to make up any deficiency in the fund raised for that purpose during the preceding year. The tax so levied may be levied in excess of and over and above all taxing limitations, including, but not restricted to, limitations based upon population or local tax rates.

Subd. 5. **Oath.** Every county veterans service officer, before entering upon duties, shall take and subscribe the oath required of public officials.

History: 1945 c 96 s 1; 1947 c 408 s 1; 1949 c 583 s 1; 1973 c 350 s 1-3; 1978 c 625 s 1; 1986 c 444; 1988 c 699 s 4; 1988 c 719 art 5 s 84; 1Sp1989 c 1 art 2 s 11; 1991 c 123 s 3,4; 2010 c 333 art 2 s 15; 2011 c 76 art 1 s 78

OATH OF OFFICE

State of Minnesota)

)SS

County of Becker)

I, Anthony Mastin, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Minnesota, and that I will faithfully and impartially execute and discharge the duties of the County Veterans Service Officer in the County of Becker, State of Minnesota, according to the law and to the best of my judgment and ability. So help me God.

(Signed)

Subscribed and sworn to before me
This Fifteenth Day of April 2025

Carrie Smith, County Administrator

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on April 15th, 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 15th day of April 2025 to fulfil a four-year term. 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 the fulfilment of the four-year term, 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 negotiated increase.

4. **COMPENSATION:** Services rendered by Surveyor shall be preauthorized and 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 certification 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. **INSURANCE REQUIREMENTS:** The Surveyor's work shall be covered under the County Errors and Omissions insurance policy.

12. **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.

13. **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.

14. **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.

15. **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.

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

17. **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.

18. **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.

19. **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.

20. **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

Ryan Selock

465 Nicollet Mall, Apt 1309
Minneapolis, MN 55401
516-713-9243

Becker County Strategic Planning

April 9th, 2025

Prepared for: Becker County Commission

Prepared by: Ryan Selock

Date: April 9th, 2025

Introduction

Becker County seeks consulting services to improve financial management, streamline the county budget process, and gain efficiencies. This engagement will focus on strategic financial planning, process redesign, and analysis to enhance decision-making and set the county up for long-term success.

Scope of Work

1. Financial Management & Budget Process Improvement

- Develop a strategic focus area around financial management and effective use of county funds.
- Map out the current state of the budget process at Becker County
- Gather input from key stakeholders including county leadership, department leadership and staff that work within the budget process.
- Conduct an environmental scan of budgeting best practices across Minnesota counties and other jurisdictions.
- Redesign the budget process and create consistency with repeatable milestones
- Identify and gain consensus on key criteria for financial decision-making.
- Assist in establishing a standardized budgeting timetable.

- Support the implementation of budget recommendations and timetable.

2. Stakeholder Engagement & Planning

- Conduct interviews with county leadership and department heads.
- Facilitate work session(s) with the County Commissioners to set priorities
- Share implementation plan with county leadership and staff.

Project Timeline (May 1– August 31, 2025)

Phase	Tasks	Timeline
Phase 1: Project Kick-Off	Initiate engagement, gather initial data, and conduct stakeholder meetings. Deliverables: Environmental scan of county budgeting best practices, requirements gathered for Becker County budget process	May 1, 2025 - May 15th, 2025
Phase 2: Process Mapping & Current State Analysis	Conduct interviews, map existing budget processes, tools, workflows and timelines Deliverables: Current state map of Becker budget process, analysis of existing budget tools, templates and documentation, gap analysis and recommendations for improvement	May 15th – June 15th, 2025
Phase 3: Budget Process Redesign	Finalize redesigned budget process, develop implementation materials. Deliverables: Redesigned budget process that will be implemented across Becker County, new budget tools, templates and	May 15th - July 31st, 2025

	documentation to support departments in the budget work	
Phase 4: Implementation & Strategic Planning	<p>Assist county leadership in launching budget process improvements, conduct strategy sessions.</p> <p>Deliverables: Session plans, key takeaways, recommendations for future enhancements, agreed upon fiscal decision-making criteria</p>	August 1 – August 25th, 2025
Phase 5: Final Deliverables & Recommendations	<p>Present findings, finalize reports, and provide strategic recommendations.</p> <p>Deliverables: Final report, additional recommendations and other next steps</p>	By August 31st, 2025

Consulting Fees & Payment Terms

- **Hourly Rate:** \$150 per hour
 - **Estimated Hours:** 60 hours
 - **Travel Expenses:** Estimated at \$750 including mileage and lodging
 - **Total Estimated Cost:** \$9,750
 - **Payment Terms:** To be discussed and agreed upon before engagement begins.
-

Conclusion

This engagement will provide Becker County with a structured and data-driven approach to financial management, budgeting, and space utilization. The resulting recommendations will

help optimize county resources, improve fiscal decision-making, and establish clear priorities for long-term success.

Prepared by: Ryan Selock

Date: April 9th, 2025



Becker County Agricultural Inspector 2024 Annual Report & Workplan Summary



Since 1945



Seed	Hours	Noxious Weed	Hours	Pesticide	Hours	Fertilizer	Hours	Gravel Pit	Hours	Biological Control	Hours
Seed Sampling	2	Inspection	351	Applicator Testing	130			Inspections-Mapping	290	Biological Control Implementation	8
Seed Inspecting	1	Control, Mapping, Plant Removal	84	Applicator License Checks	2			Education	5	Leafy Spurge Flea Beetles	30
Seed Education	2	Education/Presentations	85	Retail Pesticide Inspections	2			Violation Follow-up	0	Spotted Knapweed Weevils	5
Seed Training	0	Violation Follow-up/cost share herbicide	173	Administration	25			Administration	30		
Seed Violation follow-up	0	Township/City Officer Training	30	Herbicide Treatment by CAI	62						
Seed Program Administration	1	CAI Training	65								
		Administration/Meetings	523								
		Grant Implementation	61								
		Grant Writing	30								
Seed Program Subtotal	6	Noxious Weed Program Subtotal	1402	Pesticide Program Subtotal	221			Gravel Pit Certification Subtotal	325	Invasive Plant & Biological Control Subtotal	43
										Grand Total of Hours	1997

Seed Inspection		The CAI's objective is to inspect a sufficient number of seed retail facilities, sample a sufficient number of seed lots, review as many seed advertisements as possible, and take appropriate enforcement action, whenever possible, in order to provide effective and uniform administration of the seed law and rules.
Noxious Weed		The CAI's objective is to see that all lands within the county are inspected for noxious weeds annually and obtain as high a level of voluntary compliance as possible. Cooperation from local governments in the inspection and enforcement of the noxious weed law is necessary in order to maximize the level of voluntary compliance. If voluntary compliance is not achieved, established enforcement procedures are to be used to obtain uniform compliance with the law in the county.
Pesticide		The CAI's objective is to assist MDA staff in making sure agricultural chemicals are properly stored, used, and handled. A CAI will assist in the collection of waste pesticides and empty pesticide containers at collection sites within the county. A CAI may assist MDA staff in making sure only properly licensed individuals are applying pesticides within the county. A CAI may inspect retail facilities to make sure only registered pesticides are offered for sale within the county. A CAI may monitor pesticide applicator license tests to make sure pesticide applications within the county are conducted by properly trained and licensed personnel.

2024 County Agriculture Inspector's Annual Report

County Agriculture Inspector Training		65 Hours
<input checked="" type="checkbox"/> Short Course CAI	<input checked="" type="checkbox"/> Other: MDA New Inspector Training, ISMTrack	
<input checked="" type="checkbox"/> CAI District Meetings	MACAI, NAISMA, EDDMaps, Pesticide Certification	

Administrative Activity		523 Hours
Record Keeping, Mapping, Cost-Share Program, ISMTrack, EDDMaps, Meetings		
Miles traveled as CAI	<input type="checkbox"/> Personal Vehicle <input checked="" type="checkbox"/> SWCD Vehicle	11,334 Miles

Noxious Weed Inspection: CAI total hours		351 Hours
For City and Townships	City	Township
No. of noxious weed inspections made by	17	93
No. of landowner contatacts made by	19	40
How may landowners received the "Notice 1"	1	42
No of times city or township hired control?	0	0
No. of cities with weed & grass control ordinances:	6	1
CAI No. of Noxious Weed Inspection Tours		27 Tour
CAI Noxious Weed Control & Violation Follow-up		134 Hours
Was General Weed Notice published by May 15th?	Yes	Cost: \$70.00
Number of landowner contacts made for voluntary compliance? (personal visit, telephone call, letter or postcard)	Total: 217	
Number of contacts to public land managers for voluntary compliance.	Total: 29	
How many cooperative weed agreements were developed and approved for landowners this year?	Total: 58	
No. of "Individual Notices" Inspector Notice #1	Total: 6	
No. of Individual Authorization to Control or Eradicate Notice #2	Total: 8	
No. of Individual Authorization to Control or Eradicate Notice #3	Total: 0	
Cost Share Recipients: 62		
Mailings: 335	Phone Calls: 713	

Local Weed Inspector Training- , Mailed or in person training 130	
Townships: Met with 35 out of 40 City: Met with 6 out of 7	

General Education and Outreach Activity	Hours:	85
Mailings. Dunton locks buckthorn signage/control. Becker County Fair		
Hodge Podge, Handouts: Weed Seed Information & Spotted Knapweed, tri fold common noxious weeds in Becker, DL Newspaper		

Seed Program Activity	Hours:	6
Number of Seed Inspections: <u>2</u>		
Official seed samples: Total = 12 Legal : <u>12</u> Warning: <u> </u> Violation: <u> </u>		

Pesticide Program Activity	Hours:	221
Did you monitor applicator license tests? Yes	How many Exams?	124
Testing at SWCD Office		
Herbicide Treatment: 62 hours Herbicide Cost-Share Distribution: 60 hrs		

Invasive Plant & Biological Control	Hours:	43
Leafy Spurge Flea Beetle requests: 7 Harvest: 29,000 Deposits: 6		
Spotted Knapweed Root Weevil requests: 3 Harvest: 3 Deposit: 0		
Gravel Pit Inspection Activity		325
How many pit inspections: 161 How many violation follow-up: 5		
Gravel pit trainings: 2		
Percent of time in CAI duties: 100%		
Total Grants Awarded in 2024: \$24,000 (\$15,000 CWMA, \$9,000 MDA)		

Becker SWCD Administrator & Becker CAI Signature

Date

Signature Chairperson, Board of Commissioners

Date

2024 Township Noxious/Invasive Weed Treatment

40 Twp/40 Reports	Spraying Cost	Spray Acres	Spray Miles	Mowing Cost	Mow Acres	Mow Miles	# of Mowings	Public Land Contact	Weed Tours 2024	Landowner Contacts Voluntary Compliance	LWI Served Notice #1	CAI Notice #1	CAI Notice #2	Biological Control Acres	Gravel Pit Resolution
Atlanta	\$2,240.00		32.0	\$3,192.00		64	2	0	2	0	0			0	2009
Audubon	\$6,693.75		36.9	\$2,760.00	0	37	2	1	1	0	0			8,000	2010
Burlington														9,614	2009
Callaway	\$2,206.00			\$2,000.00		20	2	0	1	0	0			71	2009
Carsonville														146	2010
Cormorant	\$0.00	0	0.0	\$930.00		60	3	0	4	1	0			1,733	2009
Cuba	\$5,121.00		36.8	\$2,880.00		31	2	0	3	0	0			15	2010
Detroit	\$1,027.74		3.5	\$0.00	0	0	0	4	4	0	0			3,500	2009
Eagle View	\$450.00		9.5	\$0.00	0	0	0	0	6	0	0			10	2009
Erie	\$0.00	0	0.0	\$0.00	0	0	0	1	2	0	0			3	2010
Evergreen	\$4,522.00		48.0	\$2,047.50		48	2	2	6	4	20			3	
Forest	\$20.00		2.0	\$1,300.00		13	1	0	2	0	0			0	2009
Green Valley														2	
Hamden														1	2009
Height of Land (N&S)														55	2009
Holmesville	\$0.00	0		\$2,320.00		58		1	0	0	0			3,500	2009
Lake Eunice	\$1,200.00		1.0	\$6,000.00		116		0	12	2	0			0	2009
Lake Park	\$1,869.00	0	31.0	\$2,356.00	0	0	0	0	0	0	0			51	2009
Lake View	\$702.76		116.0	\$5,460.00		116	3	0	3	3	0			6,010	2009
Maple Grove														0	2010
Osage	\$0.00	0	0.0	\$0.00	0	0	0	0	1	0	0			0	2009
Pine Point	\$0.00	0	0.0	\$2,200.00		38	2	0	2	0	0			120	
Riceville	\$800.00		5.0	\$1,200.00		26			1	0	0			0	2009
Richwood														20	2009
Round Lake (N&S)	\$700.00		4.0	\$495.00		22	2	0	1	0	0			20	2009
Runeberg														0	2009
Savannah	\$0.00	0	0.0	\$1,980.00		20	2	0	1	0	0			94	2010
Shell Lake	\$0.00	0	0.0	\$150.00		21		0	1	0	0			30	
Silver Leaf	\$1,793.92		5.0	\$1,313.90		19	2	0	1	0	0			10	
Spring Creek	\$1,832.18		27.0	\$4,482.00		27	3	0	0	0	0			0	2009

2024 Township Noxious/Invasive Weed Treatment

Township	Spraying Cost	Spray Acres	Spray Miles	Mowing Cost	Mow Acres	Mow Miles	# of Mowings	Public Land Contact	Weed Tours 2024	Landowner Contacts	LWI Forms Served	CAI Notice #1	CAI Notice #2	Biological Control	Gravel Pit Resolution
Spruce Grove	\$0.00	0	0.0	\$1,500.00		34	1	0	0	0				0	2009
Sugarbush (W&E)	\$1,500.00		4.0	\$2,600.00		22	2	0	2	3	0			2	2010
Toad Lake														8	2010
Two Inlets	\$0.00	0	0.0	\$1,675.00				0	0	0	0			360	
Walworth														0	2009
White Earth	\$0.00	0		\$1,890.00		46			1	0	0			9	2009
Wolf Lake				\$900.00				0	2	0	0			2	
Total	\$32,678.35	0	361.7	\$51,631.40	0	838	31	9	59	13	20	0	0	33389	

2024 Annual City Weed Report

6/7 City Reports	Spraying Cost	Spray Acres	Spray Miles	Mowing Cost	Mow Acres	Mow Miles	Hired work	Public Land Contact	Weed Tour 2024	Landowner Contacts	Forms Served	CAI Notice #1	CAI Notice #2	Biological Control Acres	Gravel Pit Resolution
Audubon	\$0.00	0	0.0	\$0.00	0	0	0	0	0	0	0	0	0	5	
Callaway	\$200.00	20		\$200.00	10	0	0	0	2	0	0	0			2010
Detroit Lakes	\$6,542.00	53		\$14,000.00	177			0	9	9		9			2009
Frazee	\$900.00	27		\$200.00	8			0	1	2	0	0			2009
Lake Park	\$2,463.07	17		\$3,309.97	23		0	0	1	0	0			0	2009
Ogema	\$100.00	1		\$100.00		2		0	2	0	0	0		0	
Wolf Lake	\$35.00		0.3	\$3,500.00		8		0	5	0	0	0	0		
Total	\$10,240.07	118	0.3	\$21,310	218	10	0	0	20	11	0	9	0	5	

CONTRACT ADDENDUM

This Contract Addendum (the “Agreement”) is effective April 15, 2025,

BETWEEN: Minnesota Teamsters Public and Law Enforcement Employees’ Union Local #320 (“Union”) represents the Human Services Employees in Becker County (“Employer”)

WHEREAS, Minnesota Teamsters Public and Law Enforcement Employees’ Union Local #320 (“Union”) represents the Human Services Employees in Becker County (“Employer”); and

WHEREAS, the Union and the Employer desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the “Agreement”);

WHEREAS, this Agreement is the first amendment to the Contract, amending the Salary Schedules for the years of 2025 and 2026

NOW, THEREFORE, the Parties agree to amend their obligations in the existing Contract and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform and fulfill the promises, conditions and agreements below:

1. AMENDMENTS:

1.1 The Contract is amended as follows:

1.1.1 Addition of the Dispatcher position and regrading of Driver/Dispatcher position as reflected on the attached 2025 and 2026 salary schedules.

2. NO OTHER CHANGES:

2.1 Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

_____ UNION STEWARD	_____ DATE	_____ DAVID MEYER, BOARD CHAIR	_____ DATE
_____ UNION STEWARD	_____ DATE	_____ CARRIE SMITH, COUNTY ADMINISTRATOR	_____ DATE
_____ UNION STEWARD	_____ DATE		
_____ UNION STEWARD	_____ DATE		
_____ UNION STEWARD	_____ DATE		
_____ UNION STEWARD	_____ DATE		
_____ UNION STEWARD	_____ DATE		
_____ ROGER MEUNIER, UNION BUSINESS AGENT	_____ DATE		

3.5% COLA	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2025	Bus Driver	3	\$22.39	\$23.06	\$23.75	\$24.46	\$25.19	\$25.95	\$26.73	\$27.53	\$28.36	\$29.21
	Dispatcher	3	\$22.39	\$23.06	\$23.75	\$24.46	\$25.19	\$25.95	\$26.73	\$27.53	\$28.36	\$29.21
	Driver/Dispatcher	4	\$23.73	\$24.44	\$25.17	\$25.93	\$26.70	\$27.51	\$28.34	\$29.19	\$30.06	\$30.96
	Office Support	4	\$23.73	\$24.44	\$25.17	\$25.93	\$26.70	\$27.51	\$28.34	\$29.19	\$30.06	\$30.96
	Account Clerk 2	5	\$25.15	\$25.91	\$26.68	\$27.49	\$28.31	\$29.16	\$30.04	\$30.94	\$31.87	\$32.82
	Case Aide	5	\$25.15	\$25.91	\$26.68	\$27.49	\$28.31	\$29.16	\$30.04	\$30.94	\$31.87	\$32.82
	Support Enforcement Aide	5	\$25.15	\$25.91	\$26.68	\$27.49	\$28.31	\$29.16	\$30.04	\$30.94	\$31.87	\$32.82
	Financial Assistant	6	\$27.17	\$27.98	\$28.82	\$29.68	\$30.57	\$31.50	\$32.44	\$33.41	\$34.41	\$35.45
	Child Support Officer	7	\$29.06	\$29.94	\$30.83	\$31.76	\$32.72	\$33.70	\$34.70	\$35.75	\$36.83	\$37.92
	Fraud Prevention Investigator	7	\$29.06	\$29.94	\$30.83	\$31.76	\$32.72	\$33.70	\$34.70	\$35.75	\$36.83	\$37.92
	Licensed Practical Nurse	7	\$29.06	\$29.94	\$30.83	\$31.76	\$32.72	\$33.70	\$34.70	\$35.75	\$36.83	\$37.92
	Nutrition Coordinator	9	\$33.43	\$34.43	\$35.47	\$36.54	\$37.63	\$38.76	\$39.92	\$41.12	\$42.35	\$43.63
	Public Health Nurse	9	\$33.43	\$34.43	\$35.47	\$36.54	\$37.63	\$38.76	\$39.92	\$41.12	\$42.35	\$43.63
	Social Worker	9	\$33.43	\$34.43	\$35.47	\$36.54	\$37.63	\$38.76	\$39.92	\$41.12	\$42.35	\$43.63

3.5% COLA	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2026	Bus Driver	3	\$23.17	\$23.87	\$24.58	\$25.31	\$26.07	\$26.86	\$27.67	\$28.49	\$29.35	\$30.23
	Dispatcher	3	\$23.17	\$23.87	\$24.58	\$25.31	\$26.07	\$26.86	\$27.67	\$28.49	\$29.35	\$30.23
	Driver/Dispatcher	4	\$24.56	\$25.29	\$26.05	\$26.83	\$27.64	\$28.47	\$29.33	\$30.21	\$31.11	\$32.04
	Office Support	4	\$24.56	\$25.29	\$26.05	\$26.83	\$27.64	\$28.47	\$29.33	\$30.21	\$31.11	\$32.04
	Account Clerk 2	5	\$26.03	\$26.81	\$27.62	\$28.45	\$29.30	\$30.18	\$31.09	\$32.02	\$32.98	\$33.97
	Case Aide	5	\$26.03	\$26.81	\$27.62	\$28.45	\$29.30	\$30.18	\$31.09	\$32.02	\$32.98	\$33.97
	Support Enforcement Aide	5	\$26.03	\$26.81	\$27.62	\$28.45	\$29.30	\$30.18	\$31.09	\$32.02	\$32.98	\$33.97
	Financial Assistant	6	\$28.12	\$28.96	\$29.83	\$30.72	\$31.64	\$32.60	\$33.57	\$34.58	\$35.62	\$36.69
	Child Support Officer	7	\$30.08	\$30.99	\$31.91	\$32.88	\$33.86	\$34.88	\$35.92	\$37.00	\$38.11	\$39.25
	Fraud Prevention Investigator	7	\$30.08	\$30.99	\$31.91	\$32.88	\$33.86	\$34.88	\$35.92	\$37.00	\$38.11	\$39.25
	Licensed Practical Nurse	7	\$30.08	\$30.99	\$31.91	\$32.88	\$33.86	\$34.88	\$35.92	\$37.00	\$38.11	\$39.25
	Nutrition Coordinator	9	\$34.60	\$35.64	\$36.71	\$37.81	\$38.95	\$40.12	\$41.32	\$42.56	\$43.83	\$45.15
	Public Health Nurse	9	\$34.60	\$35.64	\$36.71	\$37.81	\$38.95	\$40.12	\$41.32	\$42.56	\$43.83	\$45.15
	Social Worker	9	\$34.60	\$35.64	\$36.71	\$37.81	\$38.95	\$40.12	\$41.32	\$42.56	\$43.83	\$45.15

BID AWARD FOR DUST CONTROL

BID TABULATION REPORT

DATE OF LETTING Tuesday, April 1, 2025

2025 DUST CONTROL

TIME OF LETTING 9:00 A.M.

MATERIAL: CALCIUM OR MAGNESIUM CHLORIDE

BIDDER	BOND CASHIERS	UNIT	CALCIUM 197,500 GAL		MAGNESIUM 230,000 GAL		TOTAL
CORBIN EXCAVATING INC 17631 300TH ST SEBEKA, MN 56477	BID BOND	GAL	\$	-	\$	1.240	\$ 285,200.00
KNIFE RIVER CORP 4787 SHADOW WOOD DR NE SAUK RAPIDS, MN 56379	BID BOND	GAL	\$	1.72	\$	-	\$ 339,502.50
ENVIROTECH SERVICES 910 54TH AVE, SUITE 230 GREENLEY, CO 80634	BID BOND	GAL	\$	1.90	\$	-	\$ 375,250.00

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 04-25-2E

QUOTE AWARD FOR BITUMINOUS MATERIALS

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 04-25-2E

QUOTE AWARD FOR BITUMINOUS MATERIALS

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 04-25-2E

QUOTE AWARD FOR BITUMINOUS MATERIALS

WHEREAS, the following quote was received for Bituminous Materials – Emulsion Oils on April 4, 2025:

Quote: Flint Hills Resources, St. Paul, MN
Emulsion Oils - CRS-2P \$578.00 / T

NOW THEREFORE BE IT RESOLVED: the Becker County Board of Commissioners does hereby authorize and directs the County Engineer to award the quote for Bituminous Materials – Emulsion Oils CRS-2P.

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 at Detroit Lakes, MN this 15th day of April 2025.

ATTEST:

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

/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 15, 2025, as recorded in the record of proceedings.

Carrie Smith
County Administrator

QUOTE TABULATION REPORT

DATE OF LETTING 4-Apr-25

2025 SEASONAL REQUIREMENTS

TIME OF LETTING NA

MATERIAL: BITUMINOUS MATERIALS

BIDDER	EMULSION OILS CRS-2 1,200 TON	EMULSION OILS CRS-2P 1,200 TON ALTERNATE OIL	BOND CASHIER'S CHECK
FLINT HILLS RESOURCES 2209 CHILDS ROAD ST. PAUL, MN 55106	\$538	\$578	
*Bid price includes trucking			
Recommend CRS-2P for durability and constructability			

2024 CRS-2 was \$564 per Ton

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 04-25-2F

Bid Award

SAP 003-627-027 and SAP 003-680-005

WHEREAS, a bid in the amount of \$1,780,403.80 from Central Specialties, Inc. of Alexandria, MN, was the low bid received in the bid letting on April 10, 2025 for the Projects;

SAP 003-607-027 – CSAH 7: TH 10 to CSAH 9 – Bituminous Milling, Surfacing and ADA Improvements

SAP 003-680-005 – CSAH 80: CSAH 7 to CSAH 7 – Bituminous Milling, Surfacing, ADA Improvements and Storm Sewer

WHEREAS, the bid is considered reasonable and is 35% under the engineer's estimate;

NOW THEREFORE BE IT RESOLVED that Becker County hereby awards the contract to the low bidder, Central Specialties, Inc. of Alexandria, 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 15th 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 15, 2025, as recorded in the record of proceedings.

Carrie Smith, County Administrator

BECKER COUNTY HIGHWAY DEPARTMENT
SAP 003-607-027 and SAP 003-680-005
BID TABULATION - BID OPENING APRIL 10, 2025

Engineer's Estimate = \$2,754,793.50

Contractor	Total	% Over/Under Estimate
Central Specialties Inc.	\$1,780,403.80	35.37% UNDER
Mark Sand & Gravel Co.	\$1,980,695.94	28.10% UNDER



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: April 15, 2025

SUBJECT: Accept Donation of Battery Storage Shed from the MPCA Grant

THROUGH: Environmental Services Committee

TO: Becker County Commission

1. **Discussion:** Last year, Becker County residents recycled 1 ton of lithium-ion batteries. Processing and storage of these batteries can be dangerous due to the combustible nature of the batteries. This grant will provide Becker County with an external storage area for batteries and other hazardous materials until they are properly handled and recycled.
2. **Funding:** Grant from the MPCA and the US Department of Energy.
3. **Action request:** Approve Resolution 04-25-2G for safer battery storage at the Becker County Landfill.
4. The point of contact for this memorandum is Steve.Skoog@co.becker.mn.us or by phone at 846-7310.

Distribution: County Commissioners
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 04-25-2G

**MPCA Gift of a Storage Shed for Flammable and Hazardous Materials
And
A Lithium Battery Fire Suppression Kit**

WHEREAS Becker County does collect and recycle lithium batteries as part of its recycling program.

WHEREAS the Minnesota Pollution Control Agency (MPCA) and the US Department of Energy are offering to give to Becker County storage shed for the purpose of temporarily storing flammable and hazardous waste lithium batteries and a lithium battery fire suppression kit.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota does approve accepting the gift of a flammable material storage shed for the intended purpose of storing lithium batteries and a lithium fire suppression kit from the MPCA and the US Department of Energy.

Duly adopted this 15th 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 15th, 2025, as recorded in the record of proceedings.

Carrie Smith
County Administrator

Date: April 15th, 2025

To: Finance Committee / Becker County Board of Commissioners

Cc: Carrie Smith, County Administrator

Action Request: Request approval of **Resolution 04-25-2H**

Justification: There is a need to hire a full-time Account Clerk II in the Land Use Department. The Account Clerk II position manages larger programs such as the solid waste assessment, oversee monthly billing. Create new accounts, coordinate the shipment of commodities and reconcile payments, provide training to the Account Clerk I, oversee financial transactions through the County IFS, etc.

Land Use Dept Account Clerk II	2025 COST TO FILL FT	CURRENT COST	2025 BUDGET	2026 BUDGET
SALARY	\$ 35,210	\$ 16,759	\$ 50,835	\$ 55,779
PERA	\$ 2,641	\$ 1,257	\$ 3,813	\$ 4,183
HEALTH	\$ 10,552	\$ 7,537	\$ 18,089	\$ 18,089
FICA	\$ 2,694	\$ 1,282	\$ 3,889	\$ 4,267
SEVERANCE	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 51,096	\$ 26,835	\$ 76,626	\$ 82,319

CURRENT GRADE 4 STEP 2		COST TO FILL GRADE 5 STEP 1	
HOURLY RATE	24.4400	HOURLY RATE	25.1500
BEGIN DATE	1/1/2025	BEGIN DATE	5/1/2025
END DATE	4/30/2025	END DATE	12/31/2025
# OF WEEKS	17.14	# OF WEEKS	35.00
# HOURS/WK	40	# HOURS/WK	40
TOTAL HOURS	685.71	TOTAL HOURS	1400.00
TOTAL MONTHS INS	5	TOTAL MONTHS INS	7

BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION 04-25-2H

Carrier Ladder - Full Time Account Clerk II Position

WHEREAS Becker County implemented a career ladder to promote staff in the Land Use Department that have demonstrated the necessary work skills and experience to fulfill the job requirements of the Account Clerk II position.;

WHEREAS there is a need to promote a Account Clerk I in the Land Use Department to become a Full-Time Account Clerk II in the Land Use Department.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, do approve the posting the position internally and interviewing for a Full-Time Account Clerk II in the Land Use Department.

Duly adopted this 15th 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 15th, 2025, as recorded in the record of proceedings.

Carrie Smith
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION #04-25-2B
2025 STATE OF MINNESOTA ANNUAL COUNTY
BOAT & WATER SAFETY GRANT AGREEMENT

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

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

WHEREAS, in connection with the Sheriff's duties M.S. Section 86B.701 provides that the County submit to the Commissioner of Natural Resources a budget to carry out the Sheriff's duties; and

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Becker County, Minnesota, authorize the Board Chair and the Becker County Administrator to sign on behalf of the County for the Annual County Boat and Water Safety Grant in the amount of \$29,903.00. Terms of this agreement are from January 1, 2025 through June 30, 2026.

Duly adopted this 15th day of April, 2025, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/	Carrie Smith	/s/	David Meyer
	Carrie Smith		David Meyer
	County Administrator		Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held April 15, 2025, as recorded in the record of proceedings.

Carrie Smith
County Administrator



**2025 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT CONTRACT AGREEMENT**

ENCUMBRANCE WORKSHEET

Contract#

265086

PO#

3000271594

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2025	Source Type State	Vendor Number 0000197276-001
Total Amount \$29903	Project ID R29G70CGBLA24	Billing Location R297000221	UEI U5B8JWHSKDB5	

Accounting Distribution:

Fund 2100	Fin. Dept. ID R2937714	Appropriation ID R297400	Category 84101501	Account 441302	Activity A7CG002
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Grant Begin Date January 1, 2025	Grant End Date June 30, 2026
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Grantee Name and Address:
Becker County Sheriff's Office
925 Lake Avenue
Detroit Lakes, MN 56501

Payment Address:
(where DNR sends the check)
Becker Co. Treasurer
915 Lake Ave.
Detroit Lakes, MN 56501

**2025 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT CONTRACT AGREEMENT**

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

Recitals

1. Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** January 1, 2025 or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for 2025 grant expenditures incurred back to effective date. Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** June 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State and Single Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract.

The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

The grantee will comply with required grants management policies and procedures set forth through Minnesota Statutes Section 16B.97, subdivision 4 (a)(1), and 2CFR 200.

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing. Exhibit "B", which is attached and incorporated into this grant further defines reporting requirements.

3 Time

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

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to Twenty nine thousand nine hundred three dollars.
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed Twenty nine thousand nine hundred three dollars.
- (c) **Match:** *Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without written authorization from the State's Authorized Representative.*

4.2 **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first in a form prescribed by the State within the dates previously noted in "Term of Grant Contract Agreement" in this contract.

4.3 Contracting and Bidding Requirements

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

- (a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (b) The grantee must not contract with vendors who are suspended or debarred in MN:
<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>
- (c) The grantee agrees if it subcontracts any portion of the project to another entity, the agreement with the subcontractor will contain all applicable provisions of the agreement with the state. The grantee also agrees to comply with 2 CFR 200.318-3321 and 2 CFR 200.323-326.

5 Conditions of Payment

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

6 Authorized Representative

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

The Grantee's Authorized Representative is Sheriff Todd Glander, Becker County Sheriff's Office, 925 Lake Avenue, Detroit Lakes, MN 56501. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

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

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

8 Liability

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

9 Audits (State and Single)

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

If the grantee expends \$750,000 or more of Federal awards in a fiscal year, they must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit and Administrative Awards Requirements for Federal Awards. This is \$750,000 in total Federal awards received from all sources. The grantee will forward a copy of the audit report to both the State's Authorized Representative and the State Auditor.

10 Government Data Practices and Intellectual Property

- 10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers' Compensation

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

12 Publicity and Endorsement

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

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

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

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

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

14.3 Termination for Insufficient Funding. The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature.

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

15 Data Disclosure

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

16 American Disabilities Act

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

17 Non-Discrimination Requirements

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

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

(b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

(c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

(d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.

(e) Any other applicable non-discrimination law(s).

18 Invasive Species Prevention

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

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area.

The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

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

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

19.1 The prospective lower tier participant certifies, by submission of this grant contract agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

19.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant contract agreement.

20 Whistleblower Protection Rights

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

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

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

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

Attachments:

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

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15.

Signed: Nathaniel Peach Digitally signed by Nathaniel Peach
Date: 2025.03.13 14:32:15 -05'00'

SWIFT Contract # 265086

Purchase Order # 3000271594

2. GRANTEE:

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

By: _____

Title: _____

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Distribution:

- 1. DNR - OMBS
- 2. Grantee
- 3. State's Authorized Representative

By: _____

Title: _____

Date: _____

DRIVE THE ROAD LEADERSHIP TRAINING

Leadership Training that Transforms Potential into Reality

This course is a must for every supervisor. Paul Laney and Mary Phillippi have over 50 years of combined leadership experience. Their unique knowledge and scenario-based approach to learning will allow their students to immediately take what they have learned back into their work environment.

Upon completion of the course, students will understand the leadership traits that make a good leader, and they will know their own leadership style. They will be given tools to resolve conflict and will learn how accountability leads to a positive work environment. Attendees will learn about the importance of 360-degree communication within their organization. In addition, they will learn the instructors' Drive the Road leadership philosophy and be able to apply it to their own leadership toolbox. During the afternoon, they will bring all the learning together as they learn and practice the step-by-step process to counsel an employee with hands-on scenarios.

After attending this course, students will see immediate impact in their ability to supervise personnel. If desired, this course can be personalized to your organization's unique and specific needs.

Let us help you transform your employee's leadership potential into reality.

Terminal Performance Objectives:

The student will:

- better understand the different styles of leadership utilized within today's work environment and will learn how to identify their own style of leadership.
- understand and learn the speaker's "Drive the Road" Leadership Philosophy.
- understand and learn better ways to communicate with staff, peers, and leadership, including conflict resolution.
- understand the importance of and be given tools on how to confront/solve performance issues w/supervisees
- participate in a scenario-based learning environment and will receive direct feedback from the instructors.

PDL Connect Consulting, L.LC.

657 2nd Avenue North #1283
Fargo, ND 58107
training@pdlconnects.com
Paul Laney, President/CEO
Mary Phillippi, President/CFO

Course Outline:

Introduction

A way, not the way

Paul's Leadership biography, background, education, why he ran for office

Mary's leadership biography, background, education

Traits/Characteristics of leaders

Leadership Styles

Development of personal leadership traits/styles

Drive the Road Leadership Philosophy

Communication

Importance of communication

Communication Styles

360-degree Communication with supervisees, peers, and up to supervisors

Conflict Resolution/Addressing Issues

Supervisory accountability

Setting standards

Active engagement

Providing Feedback and Counseling

Different types of feedback and how to provide both positive and constructive

How to conduct a counseling situation

Scenarios

Conclusion

Principles of leadership

Developing your own philosophies

Leadership legacy



April 11, 2025

Thank you for requesting additional information regarding Mental Health First Aid training for your staff. The trainings are POST accredited

Mental Health First Aid Training (additional Courses)

One mental health first aid course is included in your partnership with ACH/FBH. Due to the large number of participants, we will pro-rate the additional participants at \$64 each, below are estimates for 93 and 99 participants. The final cost will be based on those that attend the training.

Additional Cost for 93 Participants	
\$1,920.00	per class of 30
\$64.00	per person
93	add'l participants
\$5,952.00	
- \$1,920.00	less \$1920 already included
\$4,032.00	
Additional Cost for 99 Participants	
\$1,920.00	per class of 30
\$64.00	per person
99	add'l participants
\$6,336.00	
- \$1,920.00	less \$1920 already included
\$4,416.00	

Honey Sternberg MS. LPC, CCHP-MH

Occupational Health Manager

Freedom Behavioral Health

608-617-3937

720 Cool Springs Blvd. Suite 100 Franklin, TN 37067 309-692-8100

www.freedom-bh.com

BEARCAT TRAINING

April 28th, 2025- April 30th, 2025

Lenco Facility ~ Pittsfield, MA

Dan May & Adam Douglas

FLIGHTS	
Adam Douglas	\$ 750.00
Dan May	\$ 750.00
Est Flight Total	\$ 1,500.00

RENTAL CAR & FUEL	
Rental Car	\$ 150.00
Fuel	\$ 50.00
Est Car Total	\$ 200.00

MEALS				
Meal	Per Diem	Adam Douglas	Dan May	Daily Max
Breakfast	\$ 15.00	2	2	\$ 60.00
Lunch	\$ 20.00	3	3	\$ 120.00
Dinner	\$ 30.00	2	2	\$ 120.00
Max Meal Total				\$ 300.00

HOTEL	
1 Room/2 Nights	\$ 400.00
Est Hotel Total	\$ 400.00

ESTIMATED OVERAL COST	
FLIGHTS	\$ 1,500.00
HOTELS	\$ 400.00
CAR	\$ 200.00
MEALS	\$ 300.00
TOTAL	\$ 2,400.00