



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, July 15, 2025 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 844 369 197#

- 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 July 1, 2025 3
- 8:25 Consent Agenda
1. Auditor-Treasurer: Regular Claims, Auditor Warrants & Claims over 90 Days 7
  2. Assessor: Abatements 8
  3. Human Services: Regular Claims, Public Health & Transit
  4. Human Services: Contract and Agreement Summary 9
  5. Human Services: Pure Water Technology of the North Rental Agreement 10
  6. Human Services: Essentia Health Agreement Grant: Equipment for Hearing Screening 12
  7. Human Services: Willow Tree Lease 16
  8. Human Services: Resolution 07-25-2D - ECI Grant Acceptance 18
  9. Land Use: Environmental Services - Capital Purchase Request - Fencing 19
  10. Land Use: Environmental Services - Solid Waste Disposal Agreement 24
  11. Sheriff: JPA - MN Internet Crimes Against Children Task Force 33
- 8:30 Commissioners
1. Open Forum
  2. Reports and Correspondence
  3. Appointments
- 9:00 County Administrator
1. Report
  2. Becker County Extension - 2026 Budget: presented by Cecilia Amadou
  3. Becker County Museum: presented by Becky Mitchell
- 9:45 EDA
1. Building Blocks Grant (Round 1) Update 39
- 9:50 Human Resources
1. Resolution 07-25-2A - HCSP Contribution Group 40
  2. Resolution 07-25-2B - Working Advantage 41
  3. Resolution 07-25-2C - PFML Recommendation 42
  4. LELS Contract Addendum 2-Updated Wage Tables 43

5. LELS Contract Addendum 2-Updated Wage Tables 45

9:55 Break

10:00 Land Use/Environmental Services

1. Power Line Agreement & Easement 47

2. Compostable Bag Purchase Request 62

10:05 Planning & Zoning

1. Prairie Lake Investments LLC Conditional Use Permit: Decision on Environmental Assessment Worksheet

Adjourn

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, July 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 and removing the following from the Consent Agenda: Land Use-NRM: Disposal of County Property, Sheriff: WE Fest Civilian Traffic Control and Highway: Change Order for CSAH 7 and CSAH 80 Construction and discuss individually (Jepson, Nelson) carried.
2. Minutes – Motion and second to approve minutes of June 17, 2025, with the requested changes (Hansen, Jepson) carried.
3. Minutes – Motion and second to approve the Board of Appeals minutes of June 16, 2025, with the requested changes (Jepson, Nelson) carried.
4. Motion and second to approve and accept the following Consent Agenda Items,– Auditor-Treasurer: Regular Claims, Auditor Warrants and Claims over 90 Days, Resolution 07-25-1A – Detroit Lakes Youth Hockey Assn. for Pull-Tabs and Tipboard at WE Fest August 6-9, 2025, Resolution 07-25-1B – Detroit Lakes Lions Club for Bingo at WE Fest August 6-9, 2025, Resolution 07-25-1C – Detroit Lakes Lions Club for a Raffle at WE Fest August 9, 2025, May Cash Comparisons, Sales Tax, and Investment Report, Human Services: Regular Claims, Public Health, & Transit, Facilities: Old Courthouse/Sheriff's Boiler Glycol System Cleaning, Sheriff: WE Fest Contract, FY26 Department of Corrections Work Release Contract (Nelson, Hansen) carried.
5. Motion and second to approve Highway: Change Order for CSAH 7 and CSAH 80 Construction (Hansen, Nelson) carried.

Commissioners:

1. Open Forum:
  - None.
2. Reports and Correspondence: Reports were provided on the following meetings:

- Commissioner Hansen – PRWD, Airport, PLMSWA, Law Library, Transit, Planning & Zoning Tech Panel, Environmental, Zoning Ordinance.
- Commissioner Jepson – Benefits, EDA, Fair Board, Extension.
- Commissioner Nelson – Soil & Water, Planning & Zoning Tech Panel, Sheriff, Extension, Lakeland Mental Health.
- Commissioner Vareberg – EDA, Environmental.
- Commissioner Meyer – Sheriff, Transit, DAC, Fair Board.

3. Appointments:

- None.

4. Tamarac NWR Update: presented by Kent Sunseth.

- Motion and second to approve Resolution 07-25-1H – USFWS Land Acquisition (Parcel 150.323.000) Support (Jepson, Vareberg) carried.

County Administrator: presented by Carrie Smith.

1. MCIT Risk Management Board Report: presented by Jim Karels.

- Insurance pool – 81 out of 87 Minnesota counties insured.
- MCIT is a resource for training.

2. Motion and second to approve Resolution 07-25-1I: Authorizing Becker County to Join Lawsuit Seeking Injunctive Relief associated with recently Amended Minn. Stat. § 241.021 (Hansen, Nelson) carried.

3. Dancing Sky Area Agency on Aging: presented by Heather Pender.

- 21 Counties in NW Minnesota.
- 4 Staff in Becker County.
- Provide assistance to aging residents.

4. Report:

- Lease agreement with the City of Detroit Lakes is signed with a tentative move in date of July 17 for storage facility for the Sheriff Department.
- Waiting for the PRWD Building Removal Agreement to be signed by the watershed.
- Department Head Meeting – Budget Kick Off.

5. Motion and second to approve Resolution 07-25-1F – 2025 Taxilane pavement rehabilitation project & Terminal Apron reconstruction and expansion in the amount of \$79,910.03 contingent of federal funding (Hansen, Jepson) carried.

Human Services – Public Health: presented by Amanda Kumpula and Jason McCoy.

1. Cannabis Information.

- Delta-9 (THC)-primary intoxicant.
  - i. Over 10% is considered high potency.
- Delta 8- about half as potent as Delta-9.
- CBD – non-intoxicant.
- Recent Minnesota Cannabis Legislation.
  - i. 2023 – edibles from legal hemp – 5% beverages and edibles.
  - ii. 2024 – growing a limited number of plants; use on private property.
  - iii. 2025 – retail sales beginning.
  - iv. 2026 (fall) – school prevention required.
- County can charge a registration fee.
- County shall issue retail registration and conduct compliance checks.
- County government and city/townships may work together.

Sheriff: presented by Todd Glander.

1. Motion and second to approve 28 shifts for WE Fest Civilian Traffic Control (Nelson, Meyer) carried.
2. Motion and second to approve the request to sell Squad Car Unit 2480 (Nelson, Hansen) carried.
3. Public Safety Awards presented to Communications Officer Jacob Karasch, Sgt. Ryan Aho and Deputy Adam Winter.

Human Resources: presented by Teaira Christen.

1. Motion and second to approve Resolution 07-25-1D – Health Care Savings Plan (HCSP) Becker County Administration Office (Nelson, Jepson) carried.
2. Motion and second to approve Resolution 07-25-1E – Health Care Savings Plan (HCSP) Becker County Sheriff's Office – POST Licensed Non-Union (Nelson, Jepson) carried.
3. Motion and second to approve Job Descriptions for the Sheriff's Department and allow small changes to the sheriff's office administrative assistant position to be confirmed by the administrator (Nelson, Vareberg) carried.

Information Technology: presented by Judy Dodd.

1. Update - IT On-Call.
  - From June 1, 2024 – May 31, 2025, there have been 15 calls after hours.

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

1. Motion and second to approve Resolution 07-25-1G – Support of Detroit Mountain Recreation Area (Nelson, Jepson) carried.
2. Motion and second to approve the USDA Wildlife Damage Management Agreement (Nelson, Hansen) carried.
3. Motion and second to approve the disposal of county property with the sale proceeds receipted to Parks & Rec (Nelson, Jepson) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Planning Commission Recommendations 06-25-2025.
  - Motion and second to concur with the Planning Commission recommendation for Rory and Erin Wolff – Request a Final Plat for six (6) lots to be known as REGISTERED LAND SURVEY NO 2 (Nelson, Hansen) carried.
  - Motion and second to concur with the Planning Commission recommendation for Michael Anderson – Request a Final Plat for a common interest community consisting of ten (10) units to be known as IDA LAKE STORAGE (Nelson, Hansen) carried.
2. Motion and second approve the following events at Soo Pass Ranch: MAD Summer Party – July 12, 2025, and WE Fest – August 6-9, 2025, pending all applicable agreements are entered into (Nelson, Jepson) carried.

Being no further business, Board Chair Meyer adjourned the meeting at 11:44 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, July 14, 2025 at 8:30 AM

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

Administrator

1. Report

Auditor-Treasurer

1. Regular Claims, Auditor Warrants, & Over 90 Days

Assessor

1. Abatements

Human Services

1. Regular Claims, Auditor Warrants, & Over 90 Days
2. Pure Water Technology of the North Rental Agreement
3. Essential Health Agreement Grant: Equipment for Hearing Screening
4. Willow Tree Lease

Human Resources

1. Resolution 07-25-2C - PFML Recommendation

Land Use/Environmental Services

1. Capital Purchase Request - Fencing
2. Solid Waste Disposal Agreement
3. Power Line Agreement & Easement
4. Compostable Bag Purchase Request

Sheriff

1. JPA - MN Internet Crimes Against Children Task Force

Adjourn

	A	C	E	F	G	H	I	J	K	L	M	N	O	P
1	Abateements for 7-15-2025													
2														
3	Parcel	Reason for change	Original	Adjustment	Corrected	Twsp/City	EMV	TMV	DIFFERENCE	NTC PREVIOUS	NTC CORRECTED	AMOUNT DIFF	RMV PREVIOUS	RMV CORRECTED
4	21.0413.463	Homestead	\$ 7,118.00	\$ (458.00)	\$ 6,660.00	Osage Twp	\$ 1,016,300.00	\$ 1,016,300.00	\$ -	11454	11454	0	\$ 1,016,300.00	\$ 1,016,300.00
5	53.0010.070	Taxable to Exempt	\$ 112.00	\$ (112.00)	\$ -	Wolf Lake City	\$ 10,100.00	\$ 10,100.00	\$ -	101	0	-101	\$ -	\$ -
6	53.0010.070	Taxable to Exempt	\$ 96.00	\$ (96.00)	\$ -	Wolf Lake City	\$ 8,400.00	\$ 8,400.00	\$ -	84	0	-84	\$ -	\$ -
7														
8	<b>TOTALS</b>		\$ 7,326.00	\$ (666.00)	\$ 6,660.00									



## Human Services Contracts & Agreements Summary

### 1. Pure Water Technology of the North Rental Agreement – Renewal agreement

**Description:** We have had the current water machine, WS1200, located in the Hungry Lake breakroom for 10 years. Pure Water Technology's is making a recommendation to upgrade the machine to an I14. They are offering a discount on the monthly rate of \$120 to \$110.

**Terms:** 60 months

<b>Cost:</b> Monthly rate of \$ 110	\$ 6,600.00
Yearly filter replacement \$99	<u>\$ 495.00</u>
<b>Agreement Total</b>	<b>\$ 7,095.00</b>

**Contract Changes:** a rate increase of \$20 per month.

### 2. Essentia Health Grant Agreement – one time agreement

**Description:** Becker County Public Health has identified a need to upgrade the equipment used for conducting hearing screenings. To support this initiative, Essentia Health has awarded a grant in the amount of \$4,994 to assist with the acquisition of the updated equipment.

**Terms:** a one-time allocation

**Award:** \$ 2,994.00

### 3. ECI Donation Resolution

**Description:** ECI is providing a donation of \$2,000 to Becker County Public Health to support the purchase of new hearing screening equipment.

**Terms:** a one-time allocation

**Award:** \$ 2,000.00

### 4. Willow Tree Lease – renewal agreement

**Description:** This renewal agreement is between Becker County EDA and the 4 County Mental Health Initiative to lease the property located at 201 ½ East Willow Ave, Detroit Lakes, to house Willow Tree.

**Terms:** 01/01/2025 to 12/31/2025

<b>Cost:</b> Monthly rate of \$819.00 for apartment #1 totaling	\$ 9,828.00
Monthly rate of \$819.00 for apartment #2 totaling	\$ 9,828.00
Monthly rate of \$645.00 for apartment #3 totaling	<u>\$ 7,740.00</u>
<b>Not to Exceed</b>	<b>\$27,396.00</b>

**Contract Changes:**

1. A 5% increase to the monthly rental rates.

Language change: removed Fergus Falls Regional Treatment Center and Rule 36 facilities under section 2 and added transitional housing for individuals being discharged from hospitals and community settings.

Language change: added a clearer definition of who is paying for what utilities as MMCDC, the AMHI Grant, and Mobile Crisis all contribute funds.

DISTRIBUTOR:  
**Pure Water Technology of the North, LLC**  
PO Box 6440  
Fargo, ND 58109  
**(701) 353-5903**

**RENTAL AGREEMENT**



CUSTOMER INFORMATION		BILLING INFORMATION (if different)	
Company Full Legal Name: Becker County Human Services		Company Name:	
Contact: Claudia Schmid	Phone #: 218-847-5628	Contact:	Phone #:
Equipment Location Address: 712 Minnesota Ave		Address:	
City, State, Zip: Detroit Lakes MN 56501		City, State, Zip	
Email: Claudia.schmid@co.becker.mn.us		Email:	P.O.#:

RENTAL TERM	MONTHLY PAYMENT	BILLING FREQ./TYPE		SPECIAL INSTRUCTIONS
<u>60</u> mo's	\$210.00____ <small>(not including applicable taxes &amp; fees)</small>	Monthly <input checked="" type="checkbox"/>	Check ____	
		Quarterly ____	Auto-Pay ____	

QTY	EQUIPMENT	SERIAL #	ACCOUNT SETUP FEES	
1	i14 water/ice		Installation Fee:	\$ .00____
1	i12 water/ice		Filter Charge:	\$ 99.00____ Per machine
<input type="checkbox"/> See attached equipment schedule (if applicable).			Other:	\$ ____

**ACH INSTRUCTIONS**

By providing the bank account information herein, I (we), as the account holder(s), authorize the Distributor or its assignee and our or its financial institution to debit our account for the amounts due or to become due under the terms of this Rental Agreement. This authorization will remain in effect until written notification of termination is received by the Distributor or its assignee.

Routing #:

Account #:

Account Name:

Authorized Signer:

Customer acknowledges having read and understood all of the terms of this Rental Agreement, including page 2 hereof, and agrees to be bound by all of the terms herein upon execution of this Rental Agreement. The equipment has been delivered and is fully installed and working properly. Customer authorizes payment to distributor and to commence the rental agreement.

**Agreed and Accepted by:**

Authorized Signature

Name & Title Printed

Date

**Distributor:**

**David Christensen**

**Sales Manager**

**06/17/2025**

Authorized Signature

Title Printed

Date

## Rental Agreement Terms

- 1. Ownership of Equipment:** Distributor is the sole owner and title-holder of the equipment under this Rental Agreement ("Equipment"). Customer agrees to keep the Equipment free and clear of all liens and Customer will pay all taxes, filing fees, interest and penalties relating to this Rental Agreement or the Equipment.
- 2. Complete Agreement:** Customer agrees that no promises or agreements have been made by Distributor or anyone else regarding the rental or use of the Equipment which are not part of this Rental Agreement.
- 3. Authorized Signer:** The person signing this Rental Agreement on behalf of the Customer represents he/she has the power and authority to do so on behalf of the Customer.
- 4. Liability and Insurance; Indemnity:** Customer is responsible for any damage to the equipment or losses or injuries caused by the Equipment due to acts of Customer. Customer agrees to keep the Equipment fully insured against such losses during the term of the Rental Agreement or any extension hereof. If Distributor or its assignee requests proof of insurance and Customer fails to provide said proof, Customer agrees to pay to Distributor or its assignee the cost (which may be at a higher premium) of the insurance obtained by Distributor or its assignee. Customer agrees to indemnify, defend and hold harmless Distributor's assignee at all times, including after termination of this Rental Agreement, from and against any loss, damage, liability or claim, including reasonable attorneys' fees, caused by the Equipment or its use.
- 5. Location of Equipment:** Customer will keep the Equipment at the location specified in this Rental Agreement. The Distributor or its authorized agent must perform any relocation of the Equipment.
- 6. Distributor Interests:** Customer may not sell, transfer, encumber or assign the Equipment or this Rental Agreement without the prior written consent of Distributor or its assignee. Distributor may sell, transfer, encumber or assign its interests in the Equipment and/or this Rental Agreement. Any assignee of Distributor will have all of Distributor's rights and benefits under this Rental Agreement but none of its obligations.
- 7. Agreement Inception, Payment Requirements, Payment Due Dates:** This Rental Agreement shall commence on the Delivery and Acceptance Date ("Commencement Date") and continue for the duration of the term stated on page 1 herein. Rental will accrue from the Commencement Date; Provided that payment for the initial billing period shall be due thirty (30) days after the Commencement Date. Thereafter, payments will be due for each billing period on the date that Distributor or its assignee establish for payments under this Rental Agreement. If payment is not made within thirty (30) days of invoice due date, a late charge of \$10 will be charged for each late payment. Customer's obligation extends through the term of the Agreement.
- 8. Early Termination:** Customer may terminate this Rental Agreement with thirty (30) days prior written notice to Distributor and upon payment, as calculated on the termination date, all remaining payments, and all sales tax, and fees, if applicable.
- 9. Renewal/Price Protection:** After the initial rental term (or extension previously agreed to), this Rental Agreement will renew for an additional 12 months and annually thereafter at the same monthly rate unless the Customer notifies Distributor in writing ninety (90) days prior to the expiration of the initial rental term (or extension previously agreed to) that Customer does not intend to renew this Rental Agreement and will return the Equipment.
- 10. Installation, Maintenance and Care:** Customer agrees to use the Equipment in accordance with the Distributor's specifications and will make the Equipment available to Distributor or its authorized agent for service and maintenance. Amounts payable by Customer under this Rental Agreement are exclusive of any charges for Equipment service, maintenance, repairs or relocation.
- 11. UCC Filings:** Customer grants Distributor (and its successors and assigns) authorization to sign and file Uniform Commercial Code financing statements deemed necessary by Distributor (or its successors and assigns) to protect its interests in the Equipment.
- 12. Default:** If Customer does not pay any amount when due, or breaches any other term of this Rental Agreement, or becomes insolvent or subject to any insolvency proceeding, Distributor or its assignee may deem the Customer in default and Distributor or its assignee may thereafter exercise any and all legal remedies available by law including but not limited to, repossession of the Equipment, termination of maintenance agreements, reimbursement of reasonable attorney fees associated with any action, repossession or disposal of the Equipment and acceleration of the balance due under this Rental Agreement. If any part of this Rental Agreement is found to be invalid, then it shall not invalidate any of the other parts.
- 13. Business Agreement:** Customer agrees that this Rental Agreement and its use of the Equipment is solely for business purposes. This Rental Agreement will be governed by the laws of the state in which the Equipment is located. Any judicial proceedings arising under this Rental Agreement shall be adjudged by any court in any state in which the Customer conducts business at the commencement of the action or is organized. Customer expressly accepts the jurisdiction and venue in any such court and irrevocably waives any right to a trial by jury.
- 14. Manner of Execution:** Delivery of a signed counterpart hereof by facsimile transmission or by e-mail transmission shall be as effective as delivery of a manually executed counterpart hereof.
- 15. Miscellaneous:** There is only one "ORIGINAL" of this Rental Agreement with the Customer's original signature. Any purchaser of this paper is notified that a security or ownership interest has been granted to the party holding a copy of the Rental Agreement marked "ORIGINAL" and any other security or ownership interest herein will violate the rights of such party.

# Equipment for Hearing Screenings

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## *Community Funding Application*

### ***Becker County***

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915 Lake Ave  
Detroit Lakes, MN 56501

O: 218-847-5628

### ***Annie Vigen***

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915 Lake Ave  
Detroit Lakes, MN 56501

annie.vigen@co.becker.mn.us  
O: 218-847-5628

# FollowUp Form

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## *Terms & Conditions*

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### Project Name

Name of Project.

Equipment for Hearing Screenings

### Amount Awarded

\$2,994.00

### Project/Program Description

I screen over 200 kids every year as part of my Early Childhood Screenings/Child and Teen Checkups. Over the years, I have discovered mild, moderate, and profound hearing loss in children because of my screening tool OAE. Every child is required to complete an Early Childhood Screening. In these situations, this service can be missed at the local clinic due to lack of time in the busy clinic setting, but also with that being said, my hearing screenings promote revenue with the referrals to the local clinic providers or audiology departments. Being able to hear is a vital part of learning. Not to mention, hearing and language development are strongly related. Firm believer in catching things early. The Public Motto of Prevent, Promote, and Protect.

### GRANT TERMS

1. Grantee will keep its tax-exempt status as a recognized 501(c)(3) and Section 509(a)(2) or 509(a)(3) organization current throughout the period of this grant and will comply with all applicable federal and state laws and regulations that govern the use of funds to the Grantee organization.
2. The grant shall be used exclusively for the purposes specified in the application, and any alternative use of funds must be authorized in advance, in writing by Essentia Health or funds must be returned.
3. Grantee will notify Essentia Health concerning a change or proposed change in the Grantee's tax-exempt status. If the Grantee's tax-exempt status changes, Essentia Health reserves the right to require that all remaining grant funds are immediately returned.
4. Any significant change in the project and/or organizational leadership must be reported to Essentia Health within two (2) months of the change.
5. Grantee must complete the on-line final report form no later than one year after the funds are granted. No future grant requests will be considered until the assigned interim and/or final grant report(s) is submitted. There is no guarantee of future funding.

### ACCEPTANCE OF TERMS & CONDITIONS\*

This grant is conditional upon Grantee's acceptance of the terms and conditions set forth herein. By selecting the "I Accept Grant Terms and Conditions" below, Grantee agrees to accept and comply with the stated terms and conditions of this grant.

### AUTHORIZED SIGNATURE

By typing in your Name, Title, and Date in the spaces below, you confirm that you are authorized to make legal contracts for the Grantee and that you agree to enter into this agreement by electronic means.

Name\*

Title\*

Date\*

## File Attachment Summary

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### *Applicant File Uploads*

*No files were uploaded*

## **BUSINESS LEASE**

This lease entered this 1<sup>st</sup> day of January 2025, by and between Becker County EDA as Owner, and Midwest Minnesota Community Development Corporation (MMCDC) as Landlord, herein referred to as lessor and 4 County Mental Health Initiative, lessee, representing Becker, Clay, Wilkin and Otter Tail Counties.

### **SECTION ONE - DESCRIPTION OF PREMISES**

Three apartments and access to one garage stall located at 201 ½ East Willow Avenue, Detroit Lakes, MN with a legal description of Lot Four (4); Block Three (3); Parkview Addition, City of Detroit Lakes, Becker County, Minnesota:

### **SECTION TWO - PURPOSES**

Lessee shall use the leased premises for transitional housing for individuals being discharged from hospital and community settings. Lessee shall comply with all governmental regulations affecting the operation of the leased premises in this manner.

### **SECTION THREE - RESTRICTIONS ON USE**

Lessee shall not conduct any activity that is unlawful, ultra hazardous, or that would increase the premiums for liability insurance on the premises. Lessee is authorized to select individuals that live in the apartments.

### **SECTION FOUR - RESERVATIONS BY LESSOR**

Lessor shall have the right to enter the premises at any reasonable hour to inspect the premises and make repairs, alterations, or modifications as required.

### **SECTION FIVE - TERM OF LEASE**

The lease is for a term of twelve (12) months beginning January 1, 2025; with termination on December 31, 2025. The lease shall then be renewed at an agreeable rental rate and agreeable term. Either party may give a written notice of termination to the other at least six (6) months prior to the end of the term.

### **SECTION SIX - RENTAL**

Lessee shall pay Eight Hundred Nineteen Dollars and No cents (\$819.00) a month for Apartment #1; Eight Hundred Nineteen Dollars and No cents (\$819.00) a month for Apartment #2 and Six Hundred Forty Five Dollars and No cents (\$645.00) a month for Apartment #3 on or before January 1st, 2025 and the first day of every month of this lease.

### **SECTION SEVEN - UTILITIES**

Lessee shall be responsible for telephone, Cable TV and Internet. Lessee shall be responsible for water, sewer, electrical and natural gas for heating for Apartments #1, #2 and #3. Lessor shall be responsible for the common area house meter for sewer, water, electrical and natural gas for heating. Lessor will be responsible for garbage and to facilitate installation, maintenance, and repair of utility service required by lessee.



## **SECTION EIGHT - TAXES**

Lessor shall pay all real property taxes and assessments levied against the premises. Lessee shall pay all personal property taxes and assessments and all business taxes and license fees.

## **SECTION NINE - ASSIGNMENT AND SUBLEASE**

The lessor understands and grants permission to the lessee to select the individuals that live in the apartments.

## **SECTION TEN - REPAIRS, ALTERATIONS AND MODIFICATIONS**

Lessor shall be responsible for all repairs to the exterior of the building, all major repairs, all repairs necessitated by faulty workmanship in the construction of the building etc. and common areas.

Lessee may make modifications that make the facility more adaptable for its use, lessee shall be responsible for all repairs required as a result of negligent acts of its lessee's or guests.

## **SECTION ELEVEN - INSURANCE**

Lessor shall maintain in force at its expense during the term of this lease public liability insurance. Such coverage shall be adequate to protect against liability for damage claims through public use of and arising out of accidents occurring in or around the leased premises in a minimum amount of One Million Dollars (\$1,000,000.00) for each accident or occurrence. The insurance policy shall provide coverage for contingent liability of the lessor on any claims or losses. Lessee shall procure and maintain in force at its expense during the term of this lease personal property insurance on its equipment and property.

Lessee shall hold harmless lessor from any all claims relating to the operation of transitional housing.

Lessor shall maintain property and casualty insurance coverage on the building and fixtures owned by the lessor.

***Becker County Housing and  
Economic Development:  
By: Cody Piper***

***4 County Mental Health Initiative  
By: Lucinda Meyer***

***(Signature)***\_\_\_\_\_

***(Signature)***\_\_\_\_\_

***(Date)***\_\_\_\_\_

***(Date)***\_\_\_\_\_

**BECKER COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION # 07-25-2D**

**Acceptance of Donated Funds**

**WHEREAS**, ECI is contributing a \$2,000 donation to Becker County Public Health to support the acquisition of new hearing screening equipment.

**NOW THEREFORE BE IT RESOLVED:** That the Becker County Board of Commissioners formally accepts the donation of funds to be received by Becker County Public Health for the purpose of acquiring new hearing screening equipment.

Duly adopted this 15<sup>th</sup> day of July, 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 July 15, 2025, as recorded in the record of proceedings.

\_\_\_\_\_  
Carrie Smith  
County Administrator

## Capital Improvement Expenditure Request Form



Date Requested: 7/9/2025

Department: Land Use/Environmental Services

Department Head: Steve Skoog

### EXPLANATION OF THE REQUEST

**Purpose/Need:** Install a new security fence along the south side of the permitted solid waste campus. Fencing was removed in 2024 to allow for expansion of an area to store waste concrete and asphalt shingles. The security fence needs to be replaced as a condition of the solid waste permit.

**REQUEST AMOUNT:** \$ 40,300

**Savings Achieved (Dollar Amount/Time/ Efficiency):** Fixed price quotes for \$1,300' of 6' chain link fence with three (3) barb wires on top, and three (3) swing gates were reviewed, There were three quotes received: 1. Freedom Fencing \$40,300; 2. Eastman Fence \$41,500; 3. Dakota Fence \$45,780.

Are There Sufficient Funds In Your Budget?

Yes ☒ No ☐

Is this included in your department's 5-Year Capital Improvement Plan?

Yes ☐ No ☒

Please explain further, if necessary: [Click or tap here to enter text.](#)

Action Taken *(If different than request)*: [Click or tap here to enter text.](#)

Date Request Completed: 7/9/2025

\* This form must be completed and sent to the County Administrator for any request of Capital Improvement Purchase.





These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Becker County solid waste	
1:2,257	Date: 5/9/2025
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.	



**From:** Steve L. Skoog  
**Sent:** Tuesday, July 1, 2025 3:19 PM  
**To:** [freedomfence1@yahoo.com](mailto:freedomfence1@yahoo.com)  
**Cc:** John D. Hockett <[john.hockett@co.becker.mn.us](mailto:john.hockett@co.becker.mn.us)>  
**Subject:** FW: [EXTERNAL]email

Hi Tyler,

Attached is a proposed fence line for a chain link fence at the Becker County Solid Waste Campus, with 3 strands of barb wire on top. It would include (2) 16' openings that could use 8' swing gates and one 12' swing gate. The fence is approximately 1300' long. All gates would be hinged swing type gates, they can be two gates per opening.

Can you give me a quote for installing this fence and for a motorized gate for the opening by the Pay Station, that opening is approximately 36', please field verify the measurements.

Please let me know if you have any questions.

Thank you,

Steve

Steve Skoog, Director  
1-218-846-7310 Office  
1-218-850-8565 Cell



# Job Estimate

## Freedom Fencing

21977 400th Ave Detroit Lakes, MN 56501  
Phone: 218-396-0511  
Email: freedomfencing1@yahoo.com

INVOICE #6202026  
DATE: JULY 7TH, 2025

TO Steve Skoog  
Address: Becker County Solid Waist Campus  
E-mail: steve.skoog@co.becker.mn.us  
Phone: 218-850-8565

OPTIONS	DESCRIPTION	ESTIMATE TOTAL
Gate opener Entrance	Automatic gate opener Entrance Complies with UL325 safety codes Wireless keypad Two remotes Battery back-up	\$6,800.00
Gate opener Exit	Automatic gate opener Exit Complies with UL325 safety codes Wireless keypad Two remotes Battery back-up	\$6,800.00
	Total	\$13,600.00

This is a quotation on the goods named, subject to the conditions noted below: This quote may vary once an option is selected, and exact measurements are taken. Material prices are frequently fluctuating, our quote is valid for 5 business days. This is only an estimate, please request a final contract if you want to proceed with your project.

Please contact us with any questions you may have.

**THANK YOU FOR YOUR BUSINESS!**



# Job Estimate

## Freedom Fencing

21977 400th Ave Detroit Lakes, MN 56501  
Phone: 218-396-0511  
Email: freedomfencing1@yahoo.com

INVOICE #6202025  
DATE: JULY 7TH, 2025

TO Steve Skoog  
Address: Becker County Solid Waist Campus  
E-mail: steve.skoog@co.becker.mn.us  
Phone: 218-850-8565

Footage: 1,300'

Fence Height: 6'

Material Type: chain link

Gates: two 6'x16'; one 6'x12'

Obstructions: None

Tear Down: None

Haul Away: None

Other:

OPTIONS	DESCRIPTION	ESTIMATE TOTAL
6' Chain Link	1,300' of 6' chain link fencing 3-strand barbwire top	\$38,000.00
	Two 6'x16' chain link gates	\$1,600.00
	One 6'x12' chain link gate	\$700.00
		<b>\$40,300.00</b>

This is a quotation on the goods named, subject to the conditions noted below: This quote may vary once an option is selected, and exact measurements are taken. Material prices are frequently fluctuating, our quote is valid for 5 business days. This is only an estimate, please request a final contract if you want to proceed with your project.

Please contact us with any questions you may have.

**THANK YOU FOR YOUR BUSINESS!**



# BECKER COUNTY

## Land Use Department

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

### MEMORANDUM FOR ACTION

**Date:** July 9, 2025

**SUBJECT:** Solid Waste Disposal and Management Agreement

**THROUGH:** Environmental Services Committee

**TO:** Becker County Commission

1. **Reference:** Becker County solid waste disposal at the City of Grand Forks Sanitary Landfill
2. **Discussion:** The City of Grand Forks requires that entities delivering solid waste to their sanitary landfill complete a Solid Waste Disposal and Management Agreement as a condition to deliver solid waste to their landfill.
3. **Funding:** NA
4. **Action:** Recommend approval of this agreement.
5. The point of contact for this memorandum is [Steve.Skoog@co.becker.mn.us](mailto:Steve.Skoog@co.becker.mn.us) or by phone at 846-7310.

Distribution: County Commissioners  
County Administrator





June 23, 2025

Becker County Environmental Services  
24413 County Hwy 144  
Detroit Lakes, MN 56501

RE: Solid Waste Disposal & Management Agreement

Dear Becker County Environmental Services,

Attached please find a Solid Waste Disposal and Management Agreement that we have with all City's and County's we work with. Our renewals were due prior to **January 1, 2025**. Due to an administrative error, the renewal process was unintentionally missed. Although we have not had a contract to date, I would like to have you on the same time frame contract as the other entities we have them with. We value your partnership and are committed to ensuring a smooth continuation of service.

Enclosed you will find the updated contract for landfill services for your review and signature. We kindly ask that you complete and return the signed contract by **July 15, 2025**, to ensure uninterrupted service.

If you no longer use the Grand Forks landfill for your refuse needs, please let us know and we will remove you from our list. If you have any questions about the terms or need assistance with the renewal process, please do not hesitate to contact me at 701-738-8891 or you can email me at [slipsh@grandforksgov.com](mailto:slipsh@grandforksgov.com).

We appreciate your continued cooperation and look forward to serving you in the years ahead.

Sincerely,

A handwritten signature in cursive script that reads "Sharon Lipsh".

Sharon Lipsh  
Public Works Director



## **SOLID WASTE DISPOSAL AND MANAGEMENT AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Grand Forks, North Dakota, a municipal corporation, and Becker County Environmental Services, a political subdivision existing under the laws of the State of North Dakota.

WHEREAS, the City of Grand Forks owns and operates a sanitary landfill for the purpose of depositing, dumping, and disposing of solid waste, garbage, trash, and refuse;

WHEREAS, Becker County Environmental Services is in need of access to and the use of a sanitary landfill facility;

THEREFORE, for and in consideration of the mutual covenants contained herein, it is hereby agreed by and between the parties, and each of them, their and each of their successors, as follows:

### **I.**

The City of Grand Forks will provide authorization, permission, and access to Becker County Environmental Services for the deposit, dumping, and disposal of solid waste, garbage trash, and refuse in the City's Sanitary Landfill Facility, under the conditions and restrictions contained herein.

### **II.**

The term of this Agreement shall commence on January 1, 2025, and continue for a period of ten (10) years, expiring on December 31, 2034. However, the City of Grand Forks reserves the right to terminate, cancel, and discontinue this Agreement at any time prior to the expiration of said term, at its sole election, after having provided written notice one (1) year prior to the date of termination to Becker County Environmental Services.

### III.

Upon expiration of the term of this Agreement, or the termination, cancellation, or discontinuance, Becker County Environmental Services shall no longer dispose or allow to be disposed such solid waste, garbage, trash, or refuse, in or on any property owned by the City of Grand Forks, including, but not limited to, the Sanitary Landfill described herein above.

### IV.

The City of Grand Forks shall be paid the prevailing rate per ton of solid waste, refuse, garbage, or trash at the time of delivery to the landfill. Becker County Environmental Services hereby represents and guarantees that all such fees due hereunder shall be paid, whether directly incurred by Becker County Environmental Services's employees and/or agents or those persons designated and authorized by Becker County Environmental Services to make use of such access privileges granted hereunder.

### V.

Becker County Environmental Services may authorize and grant such private haulers as may be reasonably necessary, such license and authorization for access and privileges granted hereunder. No hauler, whether public or private, shall be allowed access or privileges contained hereunder, without first having obtained approval from the governing body for Becker County Environmental Services in which such solid waste, garbage, trash, and refuse originates.

### VI.

The governing body for Becker County Environmental Services after granting any such license and/or authorization, shall provide to the City of Grand Forks, a listing of all haulers granted such licenses and authorization. The governing body shall additionally identify and list all vehicles to be allowed access and privileges hereunder. In addition, the governing body shall identify the names of such persons in charge of any private hauling, as well as their principal business address.

#### VII.

All private haulers authorized access and use of the facilities hereunder shall, upon request, file with the City of Grand Forks, proof of liability insurance in the minimum amounts of \$250,000.00/\$500,000.00.

#### VIII.

All haulers, whether public or private, authorized access and/or use of the facilities hereunder shall remain in complete accord with all applicable statutes, ordinances, rules, and regulations, whether under the jurisdiction of the State of North Dakota, and whether now in effect or hereafter adopted.

#### IX.

All haulers, whether public or private, shall acquire, prior to transporting or dumping any solid waste, garbage, trash, or refuse, all permits and/or licenses required under any and all applicable statutes, ordinances, rules, or regulations existing in the State of North Dakota.

#### X.

All hauling, maintenance, transportation, handling, and/or dumping of solid waste, garbage, trash, and/or refuse shall be completed in a safe and sanitary manner in

order to protect and preserve air, water, and land resources; to protect the public health; to protect and prevent environmental pollution and public nuisances.

XI.

All access to the landfill and handling, depositing, and dumping of solid waste, garbage, trash, and refuse shall only occur under the direction of employees or agents of the City of Grand Forks, and then, only at such reasonable times as the landfill facility is open for operation, and then under such direction and conditions as may be given by employees or agents of the City of Grand Forks.

XII.

The Director of Public Works for the City of Grand Forks, and/or the Solid Waste Manager, shall have the power for direction and order of the operation of the landfill and such decision, direction, or order shall be final with regard to the manner and method of dumping and operations of said landfill.

XIII.

Becker County Environmental ServicesMN shall provide evidence of an implemented recycling program to the City of Grand Forks. Such evidence shall be provided in the form of any and all contracts or agreements with private recycling contractors, a city-wide program with resident participation, city ordinances, or other means of evidencing the promotion of a recycling program, complete with documentation necessary for the City of Grand Forks to make a determination that said program exists.

XIV.

The City of Grand Forks reserves the right to adopt such rules or regulations as may be reasonably necessary in the operation of the landfill and the implementation of

this Agreement, all of which is to be determined to be in the best interest, needs, or service of the City of Grand Forks.

XV.

All haulers, whether public or private, shall only transport, handle, and/or dispose of such solid waste, garbage, refuse, and/or trash as allowed by law. All other solid waste, refuse materials, garbage, chemicals, trash, and/or other waste not otherwise permitted by law shall not be deposited or dumped in the sanitary landfill described herein.

XVI.

Becker County Environmental Services agrees to indemnify and hold harmless the City of Grand Forks, its employees, agents, officers, or representatives from and against any and all claims, demands, actions, causes of action, suits, and all other liabilities on account of or growing out of personal or property injuries, damages, or loss arising out of the acts, operations, or use contemplated hereunder by Becker County Environmental Services or those authorized haulers provided access and use of the landfill facilities hereunder.

XVII.

It is further agreed that neither Becker County Environmental Services nor the haulers receiving access or privileges hereunder shall be considered as employees of the City of Grand Forks. However, Becker County Environmental Services and/or haulers are, for all purposes, independent contractors, and in no manner shall they be considered servants, agents, employees, or controlled contractors of the City of Grand Forks, and as such, the City of Grand Forks assumes no liability for, or arising out of the acts, conduct,

or work of Becker County Environmental Services, and Becker County Environmental Services's servants, agents, employees, contractors, or authorized haulers.

XVIII.

Except as provided herein, this Agreement shall not be modified, unless in writing.

CITY OF GRAND FORKS, ND

By: \_\_\_\_\_  
Brandon Bochenski, Mayor

ATTEST:

\_\_\_\_\_  
Maureen Storstad, Finance Director

BECKER COUNTY ENVIRONMENTAL SERVICES

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_





# STATE OF MINNESOTA

## JOINT POWERS AGREEMENT MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA" or "Lead Agency"), and the County of Becker on behalf of its County Sheriff's Office at 925 Lake Ave Detroit Lakes, MN 56501 ("Governmental Unit" or "Affiliate Agency"). The BCA and Governmental Unit may be referred to jointly as "Parties."

### Recitals

Under Minnesota Statutes § 471.59, BCA and Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Governmental Unit wishes to participate in the Minnesota Internet Crimes Against Children ("ICAC") Task Force. The Parties wish to work together to investigate and prosecute crimes committed against children, including the criminal exploitation of children committed and/or facilitated by or through the use of computers. The Parties further wish to disrupt and dismantle organizations engaging in these activities. This Agreement identifies what the Parties, either individually or jointly, will provide under this Agreement and identifies the consideration to be paid by BCA to Governmental Unit, if any, for equipment, training, and expenses (including travel and overtime) incurred by Governmental Unit as a result of investigations conducted pursuant to this Agreement.

### Agreement

#### 1. Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five (5) years from the date it is effective unless terminated earlier pursuant to Clause 13.

#### 2. Purpose

Governmental Unit and BCA enter into this Agreement for the purpose of facilitating the Governmental Unit's participation in the ICAC Task Force, which implements a three-pronged approach of prevention, education, and enforcement to combat internet crimes against children. This Agreement also provides the mechanism to reimburse Governmental Unit for equipment, training, and expenses (including travel and overtime), if any, that it incurs as a result of its participation in the ICAC Task Force.

#### 3. Definitions

- 3.1 **"Affiliate" or "Affiliate Agency"** is an agency that is working with a *Lead Agency* as part of a regional or state ICAC Task Force. An *Affiliate* has agreed in writing to adhere to these *Standards*. Governmental Unit is the *Affiliate Agency* for purposes of this Agreement.
- 3.2 **"Authorized Personnel"** are those who lack powers of arrest but have been authorized to participate in *Investigations* directed by law enforcement personnel (e.g., agency personnel, digital evidence experts, etc.).
- 3.3 **"Commander"** means the BCA Special Agent in Charge ("SAIC") who serves as the leader of the ICAC Task Force.
- 3.4 **"Contraband Image"** is a visual depiction of any kind (including computer generated) in any form (including live streaming) that depicts or conveys the impression that: (1) a minor or purported minor is engaged in

*Sexually Explicit Activity*; or (2) an adult is engaging in *Sexually Explicit Activity* in the presence of a minor or purported minor.

- 3.5 “**CGI**” is a wholly computer-generated visual depiction in any form (including printed/digital or video).
- 3.6 “**Crime**” is any offense (or group thereof) *Investigated* by law enforcement that involves (or involve) the exploitation/victimization of children facilitated by technology.
- 3.7 “**Deconfliction**” is a process whereby law enforcement can submit *Investigative* information to each other and/or to ICAC-related databases in order to determine whether other *Members* or other law enforcement agencies have information concerning the same targets or *Crimes*.
- 3.8 “**Employee**” is a sworn or compensated individual of a law enforcement agency who is working under the direction and control of a law enforcement agency.
- 3.9 “**Investigation**” is an investigation into a *Crime*. Likewise, “*Investigate*,” “*Investigated*,” “*Investigating*,” and “*Investigative*” are used within the same context.
- 3.10 “**Investigative Persona**” any identity established or created by an *Employee* to aid an *Investigation*.
- 3.11 “**Investigator**” is a *Member* who is a part of the *Sworn Personnel* of a *Task Force*.
- 3.12 “**Lead Agency**” is the law enforcement agency that receives the ICAC grant and is designated by the Office of Juvenile Justice Delinquency Prevention (“OJJDP”) within the Department of Justice to act as the *Lead Agency* for the corresponding *Task Force*. BCA is the *Lead Agency* for purposes of this Agreement.
- 3.13 “**Member**” is a *Lead* or *Affiliate Agency’s Employee* who is either *Sworn Personnel* or *Authorized Personnel* and who has been designated to work on ICAC-related matters for his/her respective agency and *Task Force*.
- 3.14 “**Partner**” is a civilian or non-sworn organization that OJJDP has recognized as a legitimate source of assistance.
- 3.15 “**Sexually Explicit Activity**” is real or simulated: (1) sexual intercourse of any kind; (2) masturbation; (3) sadistic/masochistic conduct; and/or (4) lascivious exhibition of the anus, breast, genitals, or pubic area of any person.
- 3.16 “**Supervisor**” is a *Member* who has been designated by his/her respective agency to supervise *Investigations* and other ICAC-related matters.
- 3.17 “**Standards**” are all of the provisions of this Agreement and the ICAC Task Force Program Operational and Investigative Standards established by OJJDP.
- 3.18 “**Sworn Personnel**” are *Members* with powers of arrest.
- 3.19 “**Task Force**” is the *Lead Agency* and their *Affiliate(s)* (combined) as designated by OJJDP for a particular state or region.
- 3.20 “**Vigilante**” is a non-*Partner* activist or activist organization engaged in investigative tactics or other law enforcement-like activities.

#### 4. Responsibilities of Governmental Unit and BCA

##### 4.1 Governmental Unit will:

- 4.1.1 Assign one or more *Employees* as *Members* of the ICAC Task Force. All *Employees* of Governmental Unit assigned as *Members*, and while performing ICAC *Investigations* and assignments, shall continue to be employed and directly supervised by the same Governmental Unit currently employing that *Member*. All services, duties, acts, or omissions performed by the ICAC Task Force *Member* will be within the course and duty of the *Member’s* employment and therefore covered by the workers’ compensation and other compensation programs of Governmental Unit including fringe benefits.
- 4.1.2 Conduct *Investigations* in accordance with all applicable *Standards* and conclude *Investigations* in a timely manner.
- 4.1.3 Submit Performance Measure data to the ICAC Data System (IDS) by the end of each month for the duration of this Agreement. The BCA must fulfil its reporting requirements as a recipient of the OJJDP grant award for MN ICAC Task Force in partnering with law enforcement agencies. Failure to timely provide OJJDP with Performance Measure data may jeopardize the BCA’s future grant qualifications as well as result in the delinquent law enforcement agency’s denial to participate in the Minnesota ICAC Task Force.
- 4.1.4 Assign a Governmental Unit point of contact to act as the liaison between it and the BCA ICAC Project *Commander* to assist in reimbursement deadlines.
- 4.1.5 Submit an ICAC reimbursement request for pre-approval of funds. This request shall include a description of the item requested for reimbursement, an operational plan, and an explanation of how it qualifies under the required criteria in Clauses 5.1 and 5.2 below.

- 4.1.6 Allow BCA to inform *Affiliate Agencies* and *Partners* of potential case connections based on data submitted to BCA through the ICAC Program.
- 4.1.7 Not comingle ICAC funds with any other existing federal or state grant funded overtime or additional local Governmental Unit funding.

**4.2 BCA will:**

- 4.2.1 Provide a Special Agent in Charge ("SAIC") who will serve as the *Commander* of the *Task Force*.
- 4.2.2 Provide daily direction and assign duties and other assignments to *Members*.
- 4.2.3 Review and approve or decline reimbursement requests under Clause 4.1.5 within seven (7) business days of the reimbursement request.

- 4.3 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by the Governmental Unit acting through its *Members* or *Employees*.

**5. Standards**

Governmental Unit and its *Members* will adhere to all applicable *Standards*, including, but not limited to, the following:

- 5.1 *Investigate* activities related to internet *Crimes* and the exploitation of children through the use of computers.
- 5.2 *Investigate* organizations to disrupt and dismantle *Crimes* committed against children.
- 5.3 Comply with the ICAC Task Force Program Operational and Investigative Standards, as established by OJJDP.
- 5.4 *Investigators* assigned by the Governmental Unit to the ICAC Task Force must be licensed peace officers.
- 5.5 Follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants, and civil and criminal forfeitures.
- 5.6 Follow proper legal procedures in securing evidence, including electronic devices.
- 5.7 Understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.
- 5.8 Use, as appropriate, the most current investigative technologies and techniques.
- 5.9 Obtain approval from the BCA ICAC Project *Commander* before conducting a pro-active undercover chat operation with anticipated multiple targets.
- 5.10 Make reasonable efforts to *Deconflict* active *Investigations*.
- 5.11 Document *Investigations*.
- 5.12 Not collaborate with *Vigilantes* or approve, condone, encourage, or promote the activities of *Vigilantes*.
- 5.13 *Investigations* shall be conducted in an approved work environment, using approved equipment, as designated by the *Commander* or a *Supervisor*. Personally owned equipment, accounts, and networks shall not be used in *Investigations*.
- 5.14 As part of an active *Investigation*, *Members* shall not upload, transmit, or forward any *Contraband Images* to those outside their respective agency (e.g., suspects, witnesses, ESPs, etc.), except where otherwise permitted by law (e.g., to sworn law enforcement, to NCMEC employees, etc.).
- 5.15 During active *Investigations*, *Members* may use visual depictions as a representation of any *Investigative Persona/person/purported person* or as proof-of-life evidence under two circumstances only:

First, when the following factors are met:

- 1. The visual depiction (whether or not modified to suit *Investigative* needs by, e.g., age regression) is of an actual person;
- 2. That person is an *Employee*;
- 3. The *Employee* has given his or her written consent for the visual depiction to be used;
- 4. Regardless of whether or not the *Employee* was a minor when the visual depiction was taken, the *Employee* nevertheless was at least 18 years old when the *Employee* gave consent for such use; and,
- 5. The visual depiction does not depict or convey the impression of *Sexually Explicit Activity*.

Second, when the visual depiction is *CGI* and does not depict or convey the impression of *Sexually Explicit Activity*.

**6. Payment**

- 6.1 To receive reimbursement for equipment, training, and expenses (including travel and overtime) incurred by Governmental Unit as a result of conducting *Investigations* pursuant to this Agreement, Governmental Unit must

make a request for reimbursement to the BCA Authorized Representative under the required criteria outlined in the ICAC Task Force Operational and Investigative Standards established by OJJDP.

- 6.2 The *Commander* or his/her successor will review the reimbursement request and approve or deny the request within seven (7) business days of receipt of the request by BCA's Authorized Representative.
- 6.3 Subsequent to receiving notice of approval of a reimbursement request, Governmental Unit must submit an expense form to the BCA Authorized Representative no later than fifteen (15) business days after the end of the month during which the expense is incurred.
- 6.4 BCA will reimburse Governmental Unit within thirty (30) calendar days of the submission of the expense form.
- 6.5 In the event Governmental Unit breaches this Agreement, it will not be eligible to receive any further reimbursement under this Agreement.

## 7. Authorized Representatives

BCA's Authorized Representative is the following person, or her successor:

Name: Bobbi Jo Pazdernik, Commander of MN ICAC  
Address: Department of Public Safety; Bureau of Criminal Apprehension  
1430 Maryland Street East, Saint Paul, MN 55106  
Telephone: 651-793-7000  
E-mail Address: [bobbijo.pazdernik@state.mn.us](mailto:bobbijo.pazdernik@state.mn.us)

Governmental Unit's Authorized Representative is the following person, or his/her successor:

Name: Todd Glander, Sherriff  
Address: 925 Lake Ave  
Detroit Lakes, MN 56501  
Telephone: 218-847-2661  
E-mail Address: [todd.glander@co.becker.mn.us](mailto:todd.glander@co.becker.mn.us)

If Governmental Unit's Authorized Representative changes at any time during this Agreement, Governmental Unit must immediately notify BCA's Authorized Representative identified above.

## 8. Assignment, Amendments, Waiver, and Agreement Complete

- 8.1 **Assignment.** Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 8.2 **Amendments.** Any amendment to this 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 Agreement, or their successors in office.
- 8.3 **Waiver.** If BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 8.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between BCA and Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 9. Liability

BCA and Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.

## 10. Audits

Under Minnesota Statutes § 16C.05, subdivision 5, Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

## 11. Government Data Practices

Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes

Chapter 13 and other applicable law, as it applies to all data provided by BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this Clause by either Governmental Unit or BCA.

If Governmental Unit receives a request to release the data referred to in this Clause, Governmental Unit must immediately notify BCA. The BCA will give Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

## **12. Venue**

The venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **13. Expiration and Termination**

**13.1** Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) calendar days' written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

**13.2** In the event that federal funding is no longer available, BCA will email Governmental Unit's Authorized Representative and terminate the Agreement. The termination will be effective two (2) business days after email notification to Governmental Unit; and Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

## **14. Continuing Obligations**

The following clauses survive the expiration or cancellation of this Agreement: 9, Liability; 10, Audits; 11, Government Data Practices; and 12, Venue.

***[Remainder of page intentionally left blank; signature page follows]***

***The parties indicate their agreement and authority to execute this Agreement by signing below.***

**1. STATE ENCUMBRANCE VERIFICATION**  
*Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT PO Number: 3000085301

**2. GOVERNMENTAL UNIT**  
*Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION**

By: \_\_\_\_\_

(with delegated authority)

Title: Deputy Superintendent, Investigations

Date: \_\_\_\_\_

**4. COMMISSIONER OF ADMINISTRATION**  
*As delegated to the Office of State Procurement*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ADMIN ID: \_\_\_\_\_



# COUNTY OF BECKER

## Economic Development Authority

915 Lake Ave., Detroit Lakes, MN 56501

telephone: 218-846-7330

Website: [www.co.becker.mn.us](http://www.co.becker.mn.us)

**DATE:** 7/15/25  
**TO:** Becker County Board  
**FROM:** Cody Piper, EDA Specialist  
**SUBJECT:** Building Blocks Grant (Rd 1)

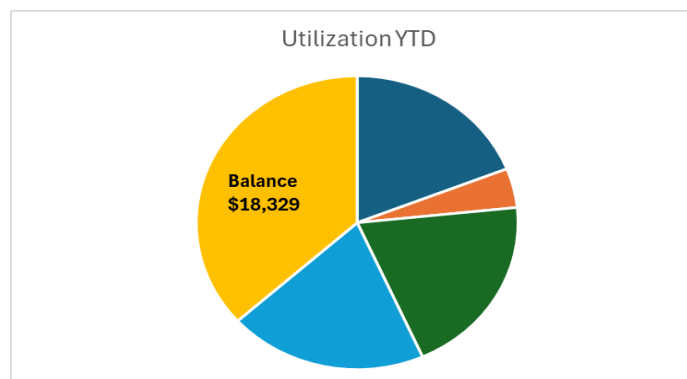
### MEMO

Below is a status summary of the Building Blocks Grant program FY25.

### PROJECT OVERVIEW

Becker County awarded a competitive grant allocation from the Minnesota Department of Employment Childcare Economic Development Grant program. The Economic Development Authority developed the Building Blocks Grant program to utilize \$50,000 of funds assisting with reimbursements for eligible expenses incurred while starting a childcare business. The applicant round recently closed and recommendations by the review committee were made for approval. Below is a summary of the applicants approved and the total impact.

Applicant	Amount	Type	Net Slots
Lindsey's Littles	\$9,512	Expansion	12
Little Pumpkins	\$2,159	Start-up	10
Saunders	\$10,000	Start-up	14
Grins & Giggles	\$10,000	Retention/Expansion	2
<b>Total:</b>	<b>\$31,671</b>		<b>38</b>



# BECKER COUNTY BOARD OF COMMISSIONERS RESOLUTION 07-25-2A

## Health Care Savings Plan (HCSP)

### Becker County Auditor Treasurer Office – Non-Union Non-Elected

**WHEREAS**, Individuals of Becker County Auditor Treasurer Office will participate in the Health Care Savings Plan (HCSP) administered by Minnesota State Retirement System (MSRS). All current and future non-union non-elected employees of the Becker County Auditor Treasurer Office will participate as outlined by this agreement.

**WHEREAS**, Becker County Auditor Treasurer Office group to include: Financial Manager, Deputy Auditor Treasurer, License Supervisor, and Accountants.

**WHEREAS**, Becker County will handle the administrative responsibilities of remitting and accounting for the employee contributions to MSRS. Contributions to the HCSP will be as follows:

- 2% of employees' bi-weekly gross pay.
- Employees shall be entitled to eight (8) hours of sick leave per month and shall accumulate sick leave to a maximum of nine hundred sixty (960) hours. Sick leave shall be earned on the bi-weekly payroll system. After the maximum of nine hundred sixty (960) hours have been reached half of the overage hours will be contributed to the employee's MSRS Health Care Savings Account and the other half of the overage will be donated into the County wide Catastrophic Leave Bank per policy.

**WHEREAS**, Individual employees may neither increase nor decrease their contributions from the amount established by this agreement. All employees must participate as outlined by this agreement unless eligible to opt out of the Plan. The employees must apply for a waiver in a format approved by MSRS. Upon the employee's death, contributions owed but not yet paid to the HCSP will be paid back to the employee's designated beneficiary on file with Becker County.

**NOW THEREFORE BE IT RESOLVED.** That the Board of County Commissioners of Becker County, Minnesota, approves HCSP contributions as outlined for the Becker County Administration Office effective July 15, 2025.

Duly adopted this 15<sup>th</sup> day of July, 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 July 15, 2025, as recorded in the record of proceedings.

\_\_\_\_\_  
Carrie Smith  
County Administrator



**BECKER COUNTY BOARD OF COMMISSIONERS**  
**RESOLUTION 07-25-2B**  
**Offer Working Advantage as an Employee Benefit**

**WHEREAS**, Working Advantage is a cost-free, no contract discount solution for the County to offer as a benefit that will provide discounted rates to County Employees for sporting events, concerts, theme parks, travel, electronics, wellness, etc.

**WHEREAS**, Becker County approves the partnership with Working Advantage as a benefit to County employees. The Becker County site through Working Advantage will be available August 1, 2025. Partnership will remain in place until canceled by Becker County.

**NOW THEREFORE BE IT RESOLVED.** That the Board of Commissioners of Becker County, Minnesota, hereby approves the proposed participation in Working Advantage.

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

\_\_\_\_\_  
Carrie Smith  
County Administrator

**BECKER COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION 07-25-2C**

**Paid Family Medical Leave Private Plan**

**WHEREAS**, Effective January 1, 2026, per MN Statute 268B.14: Family and medical leave premiums accrue and become payable by each employer, except for an employer with an approved private plan under section 268B.10, for each calendar year on the taxable wages that the employer paid to employees in covered employment.

**WHEREAS**, MN State plan specifications are:

- 0.88% rate of gross wages split 50/50 between employer and employee
- Premium rate adjustments are to be made by July 31 of each year based on program historical experience so the program expenditure does not fall below 25%; in no year shall the annual premium rate exceed 1.1%
- No fee to register the plan with the state
- The turnaround time for claims with the state is unknown, but payment is anticipated to be delayed

**WHEREAS**, Effective January 1, 2026, Becker County foregoes participating in the MN State Paid Family Medical Leave plan.

**WHEREAS**, Becker County opts to participate in a private plan through MetLife with the following plan specifications:

- 0.79% rate of gross wages split 50/50 between employer and employee
- Premium rate guarantee at 0.79% for 2 years
- \$500 fee to register the private plan with the state
- 2 business day turnaround time on claims once all information has been gathered

**NOW THEREFORE BE IT RESOLVED.** That the Board of Commissioners of Becker County, Minnesota, hereby approves the proposed MetLife Paid Family Medical Leave private plan.

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

\_\_\_\_\_  
Carrie Smith  
County Administrator

## CONTRACT ADDENDUM

This Contract Addendum (the “Agreement”) is effective July 7, 2025,

**BETWEEN:** Law Enforcement Labor Services Local #390 (“Union”) represents the Supervisors in the Sheriff’s Department in Becker County (“Employer”)

**WHEREAS,** the Law Enforcement Labor Services Local #390 (“Union”) represents the Supervisors in the Sheriff’s Department 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 second amendment to the Contract, amending Appendix A – Wage Tables

**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 Regrading of the Chief Bailiff position from a grade 7 to a grade 8 as reflected on the attached 2025 and 2026 Wage Tables.

### 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.

\_\_\_\_\_  
SGT. ANDREW BACHMANN, UNION STEWARD

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DAVID MEYER, BOARD CHAIR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TERRY OLSON, UNION BUSINESS AGENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CARRIE SMITH, COUNTY ADMINISTRATOR

\_\_\_\_\_  
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	Chief Bailiff	8	\$31.25	\$32.19	\$33.15	\$34.14	\$35.17	\$36.23	\$37.31	\$38.43	\$39.58	\$40.77
	Communications Supervisor	9	\$33.43	\$34.43	\$35.47	\$36.54	\$37.63	\$38.76	\$39.92	\$41.12	\$42.35	\$43.63
	Jail Sergeant	9	\$33.43	\$34.43	\$35.47	\$36.54	\$37.63	\$38.76	\$39.92	\$41.12	\$42.35	\$43.63
	Assistant Jail Administrator	10	\$36.11	\$37.19	\$38.31	\$39.45	\$40.64	\$41.86	\$43.12	\$44.41	\$45.75	\$47.11
	Deputy Sergeant	11	\$39.72	\$40.91	\$42.13	\$43.41	\$44.70	\$46.05	\$47.42	\$48.85	\$50.31	\$51.82

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	Chief Bailiff	8	\$32.34	\$33.32	\$34.31	\$35.33	\$36.40	\$37.50	\$38.62	\$39.78	\$40.97	\$42.20
	Communications Supervisor	9	\$34.60	\$35.64	\$36.71	\$37.81	\$38.95	\$40.12	\$41.32	\$42.56	\$43.83	\$45.15
	Jail Sergeant	9	\$34.60	\$35.64	\$36.71	\$37.81	\$38.95	\$40.12	\$41.32	\$42.56	\$43.83	\$45.15
	Assistant Jail Administrator	10	\$37.38	\$38.49	\$39.65	\$40.84	\$42.07	\$43.32	\$44.63	\$45.97	\$47.35	\$48.76
	Deputy Sergeant	11	\$41.11	\$42.35	\$43.61	\$44.93	\$46.27	\$47.66	\$49.08	\$50.56	\$52.07	\$53.64

## CONTRACT ADDENDUM

This Contract Addendum (the “Agreement”) is effective July 7, 2025,

**BETWEEN:** Law Enforcement Labor Services Local #391 (“Union”) represents the Deputies in the Sheriff’s Department in Becker County (“Employer”)

**WHEREAS,** the Law Enforcement Labor Services Local #391 (“Union”) represents the Deputies in the Sheriff’s Department 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 second amendment to the Contract, amending the Pay Grid

**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 Regrading of the Bailiff position from a grade 5 to a grade 7 and reflecting the 1% market adjustment provided to the position of Deputy January 1 of 2025 as reflected on the attached 2025 and 2026 pay grid.

### 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.

\_\_\_\_\_  
DEPUTY CODY BOUCHIE, UNION STEWARD

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DAVID MEYER, BOARD CHAIR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEPUTY INVESTIGATOR JASON KLAUHN, UNION STEWARD

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CARRIE SMITH, COUNTY ADMINISTRATOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
KEITH TERLINDEN, 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	Bailiff	7	\$29.06	\$29.94	\$30.83	\$31.76	\$32.72	\$33.70	\$34.70	\$35.75	\$36.83	\$37.92
	Deputy	9D	\$33.76	\$34.78	\$35.82	\$36.90	\$38.01	\$39.15	\$40.32	\$41.53	\$42.78	\$44.06
	Deputy/Emergency Mgr	10	\$36.11	\$37.19	\$38.31	\$39.45	\$40.64	\$41.86	\$43.12	\$44.41	\$45.75	\$47.11
	Deputy Investigator	10	\$36.11	\$37.19	\$38.31	\$39.45	\$40.64	\$41.86	\$43.12	\$44.41	\$45.75	\$47.11

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	Bailiff	7	\$30.08	\$30.99	\$31.91	\$32.87	\$33.87	\$34.88	\$35.91	\$37.00	\$38.12	\$39.25
	Deputy	9D	\$34.94	\$36.00	\$37.07	\$38.19	\$39.34	\$40.52	\$41.73	\$42.98	\$44.28	\$45.60
	Deputy/Emergency Mgr	10	\$37.38	\$38.49	\$39.65	\$40.84	\$42.07	\$43.32	\$44.63	\$45.97	\$47.35	\$48.76
	Deputy Investigator	10	\$37.38	\$38.49	\$39.65	\$40.84	\$42.07	\$43.32	\$44.63	\$45.97	\$47.35	\$48.76

**AUDUBON TRANSMISSION LINE PROJECT**  
**OPTION TO PURCHASE RIGHT OF WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned **County of Becker, a political division of the State of Minnesota**, whose address is 915 Lake Ave Detroit Lakes, Becker County, Minnesota, 56501, hereinafter called the "Grantor," whether singular or plural, for and on behalf of their heirs, successors and assigns, does hereby grant to Minnkota Power Cooperative, Inc., of 5301 32nd Avenue South, Grand Forks, North Dakota 58201, its successors and assigns, hereinafter called "Grantee," the sole and exclusive option (the "Option") to purchase a right of way easement for the construction, operation, maintenance, repair and/or removal of an overhead electric transmission system, which may include the placement of pole structures, crossarms, wires, braces and other associated fixtures; together, the 'Easement', as more fully described below and reflected in Exhibit A, as part of Grantee's proposed electric transmission line project (the "Project"), which Option shall pertain to the following described real property owned by Grantor, in Becker County, Minnesota, to wit:

**Township 139 North, Range 41 West of the Fifth Principal Meridian**  
**Section 17: NE4SW4, S2SE4NW4**

A 200-foot easement for the purpose of constructing, operating and maintaining an overhead electric transmission line under and across part of the of Northeast Quarter of the Southwest Quarter and the South Half of the Southeast Quarter of the Northwest Quarter, all in Section 17, Township 139 North, Range 41 West of the Fifth Principal Meridian in Becker County, Minnesota:

Said easement contains 2.4 acres, more or less, and is subject to any rights of way, easements, and/or other restrictions of record, if any.

On the following terms and conditions:

1. **Option Money:** Upon the execution of this Agreement, Grantee shall pay to the Grantor, the sum of 20% of the Purchase Price of Easement as consideration for the Option, or \$2,448.00 as "Option Money," which shall be nonrefundable to the Grantee if Grantee does not exercise its Option.
2. **Purchase Price for Option Easement:** The total purchase price of the Easement, if the Option is exercised, shall be \$12,240.00. All sums paid for this Option shall be applied to said purchase price of the Easement. In the event of the exercise of the Option, Grantor agrees to complete the necessary steps for granting the Easement, if any, within thirty (30) days of notification from Grantee.
3. **Easement:** The Easement to be granted upon the exercise of this Option is attached as Exhibit A (attached).
4. **Expiration Date:** This Option shall be exercisable for an approximate three-year (3) term, at which time the Option shall expire at midnight on December 31<sup>st</sup>, 2028, but Grantee shall have the exclusive right to exercise this Option at any time prior to such expiration (the Option Term).

5. **Method of Exercise:** This option shall be exercised by paying the remaining 80% of the total easement at the address shown above price and subsequently recording the easement prior to the Expiration Date.
6. **Breach by Grantor:** Should Grantor breach this Agreement or in any way fail to perform, Grantor agrees that Grantee may bring suit against Grantor, at the option of Grantee for specific performance, seeking an order of the Court requiring Grantor to convey said Easement over the Property. Grantor further agrees that Grantee may apply to the Court of competent jurisdiction and receive an ex parte temporary restraining order prohibiting Grantor from conveying fee title of any portion thereof, conveying any leasehold interest in or encumbering said real estate. Grantor further agrees that, notwithstanding his/her own objection, a Court of competent jurisdiction may issue a temporary injunction prohibiting Grantor from conveying fee title or any portion thereof, conveying any leasehold interest in or encumbering said real estate in a manner that interferes with Grantee's enjoyment of the Easement. Grantor further agrees to pay any attorney's fees, or other costs incurred by either party, should the need arise, to legally enforce this Agreement.
7. **Right of Entry:** During the Option Term and prior to the recordation of the Easement, Grantee, its employees, agents and representatives shall have the right and license to enter upon the Property for the purpose of doing those things reasonably convenient or necessary to study, survey, test and plan for the development of its Project, including but not limited to: establishing ground and aerial survey control points and section corners; conducting a feasibility study, which may cover subjects such as soil conditions, geological tests, engineering reports, topographic studies, flood protection, environmental impact reports, zoning and planning regulations and any other tests and studies the Grantee may elect to perform on the Property, all at the sole cost and expense of the Grantee.
8. **Damage Settlement.** Grantee hereby agrees to promptly pay, to the undersigned Grantor or the tenant in possession of the Property, as directed by the Grantor, a reasonable monetary settlement for all damages to the Property and crops growing, thereon, only as such Property and crops are affected by the Right of Entry, as specified in paragraph seven of this Agreement. Additionally, Grantee hereby agrees to promptly pay, to the undersigned Grantor Five Hundred dollars per acre (\$500.00/acre) for any tree clearing deemed necessary by Grantee. An example of the Grantee tree clearing form giving optionality to the manner in which trees are cleared and disposed of is attached for review.
9. **Notice to be Recorded:** A Notice of Option reflecting the basic terms of this Agreement is authorized, by Grantor, to be recorded in the County Recorder's office.
10. **Governing Law:** This Agreement shall be governed by and construed under the laws of the State of Minnesota.
11. **Time is of the Essence:** Time is of the essence in the performance of this Agreement.
12. **Future Modifications:** This Agreement may only be modified in writing and requires signatures by all parties.
13. **No Waiver:** No delay or failure, by either party, to exercise any right under this Agreement and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.



14. **Invalidity.** If for any reason any section or provision of this Agreement shall be declared to be void or unenforceable by any court of law or equity, it shall only affect such particular section or provision of this Agreement and the balance of this Agreement shall remain in full force and effect upon the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Notice of Option to Purchase

Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

In the presence of:

Grantor

County of Becker, a political division of the State of Minnesota

By: \_\_\_\_\_  
Its Representative

STATE OF MINNESOTA       )  
  )SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025,

before me a Notary Public, personally appeared, undersigned, \_\_\_\_\_ Representative for County of Becker, a political division of the State of Minnesota, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

(SEAL)

\_\_\_\_\_  
Notary Public

Grantee/Purchaser of Option:  
Minnkota Power Cooperative, Inc.

By: \_\_\_\_\_  
Its Representative

STATE OF MINNESOTA     )  
                                      )SS  
COUNTY OF                 )

The foregoing instrument was acknowledged, before me,

this \_\_\_\_\_ day of \_\_\_\_\_, 2025,

by \_\_\_\_\_, its \_\_\_\_\_,

of Minnkota Power Cooperative, Inc., on behalf of the corporation.

(SEAL)

\_\_\_\_\_  
Notary Public

This document was drafted by and,  
upon recording, should be returned to:

**Minnkota Power Cooperative, Inc.  
ATTN: Property and ROW Manager  
5301 32<sup>nd</sup> Avenue South  
Grand Forks, ND 58201  
701-795-4000**

## **AUDUBON TRANSMISSION LINE PROJECT**

### **NOTICE OF OPTION TO PURCHASE EASEMENT**

Notice is given that **County of Becker, a political division of the State of Minnesota**, whose address is 915 Lake Ave Detroit Lakes, Becker County, Minnesota, 56501, hereinafter referred to as "Grantor," whether singular or plural, has given to Minnkota Power Cooperative, Inc., 5301 32nd Avenue South, Grand Forks, North Dakota 58201, hereinafter referred to as "Grantee," as well as its successors and assigns, the sole and exclusive option to purchase an easement across the following described real estate (the "Property") in Becker County, Minnesota to wit:

**Township 139 North, Range 41 West of the Fifth Principal Meridian**  
**Section 17: NE4SW4, S2SE4NW4**

#### **More specifically described on attached Exhibits A & B**

The Option to Purchase Easement contains all the terms of the Option and is included, by reference, as if fully set forth herein. The Option to Purchase Easement, held by Grantee, expires at midnight on December 31st, 2028.

The parties have agreed to record this Notice, in the Office of the County Recorder, as Notice of The Option to Purchase Easement, rather than recording The Option to Purchase Easement in its complete form.

IN WITNESS WHEREOF, the parties have executed this Notice of Option to Purchase

Easement this \_\_\_\_ day of \_\_\_\_\_, 2025.

In the presence of:

Grantor

County of Becker, a political division of the State of Minnesota

By: \_\_\_\_\_  
Its Representative

STATE OF MINNESOTA     )  
  )SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025,

before me a Notary Public, personally appeared, undersigned, \_\_\_\_\_ Representative for  
County of Becker, a political division of the State of Minnesota, known to me to be the person described in  
and who executed the foregoing instrument and acknowledged to me that they executed the same as their  
free act and deed.

\_\_\_\_\_  
Notary Public

(SEAL)

Grantee/Purchaser of Option:  
Minnkota Power Cooperative, Inc.

By: \_\_\_\_\_  
Its Representative

STATE OF MINNESOTA     )  
                                      )SS  
COUNTY OF                 )

The foregoing instrument was acknowledged, before me,

this \_\_\_\_\_ day of \_\_\_\_\_, 2025,

by \_\_\_\_\_, its \_\_\_\_\_,

of Minnkota Power Cooperative, Inc., on behalf of the corporation.

(SEAL)

\_\_\_\_\_  
Notary Public

**AUDUBON TRANSMISSION LINE PROJECT**  
**EASEMENT OPTION PAYMENT AGREEMENT**

MINNKOTA POWER COOPERATIVE, INC., hereby, agrees to pay, while the undersigned Landowner(s), hereby, agrees to accept, the sum of \$12,240.00 in full payment for The Option to Purchase a certain Right of Way Easement upon the land described below:

**Township 139 North, Range 41 West of the Fifth Principal Meridian**  
**Section 17: NE4SW4, S2SE4NW4**

in the County of Becker and State of Minnesota.

The payment required under this agreement will be mailed to the undersigned Landowner, to order and address of the Landowner, as directed below, not later than 60 days after this agreement has been executed.

Total Purchase Price of Easement	<u>\$12,240.00</u>
----------------------------------	--------------------

Initial Option Payment – 3 year term	<u>\$2,448.00</u>
(20% of Total Easement amount for an approximate 3 year term)	

Remainder	<u>\$9,792.00</u>
(Due upon exercise of Option)	

The Landowner(s), undersigned, hereby acknowledges receipt of a copy of this Easement Option Payment Agreement and of the Option to Purchase Right of Way Easement herein referred to.

Dated: \_\_\_\_\_, \_\_\_\_\_

**MINNKOTA POWER COOPERATIVE, INC.**

By: \_\_\_\_\_

Its Representative

\_\_\_\_\_

(NAME)

Pay to Signature: \_\_\_\_\_

SSN: \_\_\_\_\_

Pay to Print Name: \_\_\_\_\_

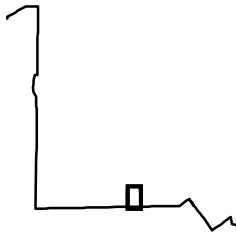
Mailing Address: \_\_\_\_\_

#### PAYMENT RECORD

Paid by Company Voucher No. \_\_\_\_\_ Check No. \_\_\_\_\_

Date \_\_\_\_\_ Amount \_\_\_\_\_

# BECKER COUNTY MINNKOTA EXHIBIT A



N

1 inch = 406 feet



W

E

S

## LEGEND

--- Proposed  
Transmission  
Centerline

200ft Option  
Easement

80ft Easement  
Area

Owner Parcel

Border Parcels

PROPERTY DESCRIPTION: NE1/4 SW1/4 & S1/2 SE1/4 NW1/4 DUMP GROUND

COUNTY: BECKER STATE: MINNESOTA MERIDIAN: 5TH

OWNER: COUNTY OF BECKER ADDRESS: 915 LAKE AVE DETROIT

PARCEL ID #: 087017015

LAKES, MN 56501  
EXHIBIT DATE: 6/4/2025

EASEMENT ACRES: 2.4

PAGE: 1 of 1

**Disclaimer** The data shown in this map is not survey grade accuracy and should not be used as a legal survey document. All parcel boundaries within this map have unknown accuracies. This map was produced utilizing ESRI's ArcMap 10.8 on Windows 10 professional workstation and compiled according to conventional cartographic standards, using what is thought to be the most reliable information available. This map does not guarantee freedom from errors or inaccuracies and disclaims any legal responsibility or liability for interpretations made from the map, or decisions based thereon. Data Source: Becker County



## **Exhibit B**

Legal Description from Document #288342

The South Half (S1/2) of the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) and the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) in Section Seventeen (17), Township One Hundred Thirty-Nine (139) Range Forty-one (41) in Becker County, Minnesota

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-				-			
<b>or</b>											
<b>Employer identification number</b>											
					-						

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<b>Signature of U.S. person</b>	<b>Date</b>

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



# BECKER COUNTY

## Land Use Department

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

### MEMORANDUM FOR ACTION

**Date:** July 9, 2025

**SUBJECT:** Minnkota Power Transmission Line Project Option Agreement

**THROUGH:** Environmental Services Committee

**TO:** Becker County Commission

1. **Reference:** Minnkota Power Cooperative would like to add another electric power transmission line adjacent to the main power lines that cross the County land south of the main Solid Waste Campus.
2. **Discussion:** This will not impact County solid waste operations on this land, as it is currently used to store old equipment and there are not any plans to use this area for solid waste purposes in the future at this time.
3. **Funding:** NA
4. **Action:** Recommend approval of the AUDUBON TRANSMISSION LINE PROJECT OPTION TO PURCHASE RIGHT OF WAY EASEMENT.
5. The point of contact for this memorandum is [Steve.Skoog@co.becker.mn.us](mailto:Steve.Skoog@co.becker.mn.us) or by phone at 846-7310.

Distribution: County Commissioners  
County Administrator

**Email dated 6/20/2025**

Hi Steve,

Please see the attached Option Agreement for the Minnkota Transmission Line Project we met about earlier in the year. The route exhibit showing the line route is included in the agreement. This option gives Minnkota three years to present Becker County with an easement prior to construction of the transmission line (usually within the next year or so). If Minnkota decides not to build the line or the project is discontinued, you keep the option payment(s) and nothing moves forward.

If Minnkota decides they will build the line, I'll contact you with an easement and the County would receive the remaining 80% of the payment with your agreement.

Let me know if you have questions on anything. I'll be in the area on Monday if you want to meet to review.

Thanks & have a great weekend,

**Brian Wiesner**  
ROW Professional



701-271-2102 Direct  
701-429-1011 Cell  
300 23<sup>rd</sup> Avenue East, Suite 100  
West Fargo, ND 58078  
[kljeng.com](http://kljeng.com)

**Email dated 11/7/2024**

Hi Steve,

Good talking with you yesterday, if you could please sign and send back the attached Minnkota Power Permission to Survey form. The new power line project is in the early design phase, probably won't be installed for another few years. I'll have the survey team call you before entering the property. They'll be out in December or into next year. I also attached a map for reference.

Any questions let me know.

Thanks,

**Brian Wiesner**  
ROW Professional

# MINNKOTA POWER COOPERATIVE, INC.

## Permission to Survey

\_\_\_\_\_

\_\_\_\_\_

of the post office address of \_\_\_\_\_

hereby give MINNKOTA POWER COOPERATIVE, INC., permission to cross the property owned by me in \_\_\_\_\_

Section \_\_\_\_\_ , Township \_\_\_\_\_ , Range \_\_\_\_\_ ,

County of \_\_\_\_\_ , State of \_\_\_\_\_

for the purpose of making a survey. It is understood that Minnkota Power Cooperative, Inc., shall pay for all damages that may be caused in the surveying over and across this property. Upon the return of the survey form Minnkota will make payment of \$ \_\_\_\_\_ as consideration for the granting of this survey permission.

\_\_\_\_\_  
Owner or Tenant

\_\_\_\_\_  
Owner or Tenant

\_\_\_\_\_  
Minnkota Representative

\_\_\_\_\_  
Date \_\_\_\_\_ , 20 \_\_\_\_\_

### COMMENTS



# Quote

#QUO223  
4/4/2025

FL  
United States

## Bill To

Becker County  
915 Lake Ave  
Detroit Lakes MN 56501  
United States

## TOTAL

\$17,259.20

Expires	Exp. Close	Sales Rep	Shipping Method
5/4/2025	4/4/2025	Laura Symanski	

Item	Quantity	Units	Rate	Amount
<b>03G1718 BioBag 3 Gallon Liner 20-25ct (16.9" x 17.7", .64 mil)</b> BioBag 3 Gallon Liner 20-25ct (16.9" x 17.7", .64 mil)	40	Case	\$35.39	\$1,415.60
<b>13G2229 BioBag 13 Gallon Liner 14-20ct (22.2" x 29", .68mil)</b> BioBag 13 Gallon Liner 14-20ct (22.2" x 29", .68mil)	2	Case	\$43.44	\$86.88
<b>23G2842 BioBag 23 Gallon Liner 12-10ct (28" x 42", .88mil)</b> BioBag 23 Gallon Liner 12-10ct (28" x 42", .88mil)	120	Case	\$42.87	\$5,144.40
<b>44G3448 BioBag 44 Gallon Liner 8-10ct (34" x 48", .88mil)</b> BioBag 44 Gallon Liner 8-10ct (34" x 48", .88mil)	144	Case	\$39.63	\$5,706.72
<b>64G4760 BioBag 64 Gallon Liner 6-10ct (47" x 60", .8mil)</b> BioBag 64 Gallon Liner 6-10ct (47" x 60", .8mil)	105	Case	\$46.72	\$4,905.60

**Subtotal** \$17,259.20

**Tax Total (0%)** \$0.00

**Total** \$17,259.20

## Source Separated Organics Grant Expenditure Request



Date Requested: 7/9/2025

Department: Land Use/Environmental Services

Department Head: Steve Skoog

### EXPLANATION OF THE REQUEST

**Purpose/Need:** Purchase compostable liner bags for household and business organics waste containers.

**REQUEST AMOUNT:** \$ 17,259.20

**Savings Achieved (Dollar Amount/Time/ Efficiency):** Pricing was solicited from two different companies, Biobag was the low quote.

Are There Sufficient Funds In Your Budget?

Yes ☒ No ☐

Is this included in your department's 5-Year Capital Improvement Plan?

Yes ☐ No ☒

Please explain further, if necessary: This purchase request will be reimbursed as part of the Source Separated Organics Program currently being developed in the County.

**Action Taken (If different than request):** Recommend a Board motion approving the purchase of compostable liner bags from BioBag for the amount of \$17,259.20

Date Request Completed: 7/9/2025

\* This form must be completed and sent to the County Administrator for any request of Capital Improvement Purchase.

## Per-Unit Comparisons

### Compostable Bags

Size	BioBag	Natur-Bag
3 gal (cost per roll)	\$1.65	\$1.37
13 gal (cost per bag)	\$0.22	\$0.13
23 gal (cost per bag)	\$0.33	\$0.34
44 gal (cost per bag)	\$0.46	\$0.58
64 gal (cost per bag)	\$0.72	\$0.80

\*\*These are not the exact per-unit prices of the quantity that we have decided to order, but they are comparable to each other as they are for the same quantities as each other.