



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, December 16, 2025 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 399 393 885#

- 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 December 2, 2025 **3**
 3. Minutes of December 11, 2025 TNT Hearing **7**
- 8:25 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
 - a) Cormorant Lakes Watershed District
 - b) Airport Commission
 4. Detroit Lakes - Becker County Airport Update: presented by Mark Hagen
- 8:55 Consent Agenda
1. Auditor-Treasurer: Regular Claims, Auditor Warrants & Claims over 90 Days **8**
 2. Auditor-Treasurer: October 2025 Cash, Sales Tax, and Investment Reports **9**
 3. Auditor-Treasurer: Resolution 12-25-2E - Election Grant Acceptance **12**
 4. Auditor-Treasurer: Resolution 12-25-2J - Erie Township Four Corners Lions Club Raffle at the Fish Bowl in Erie Twp on 01/21/2026 **13**
 5. Human Services: Regular Claims, Public Health & Transit
 6. Human Resources: Resolution 12-25-2D - 2026 Non-Union COLA **14**
 7. Assessor: Abatements **15**
 8. Highway: Resolution 12-25-2H - Final Payment - Contract 60726 **16**
 9. Land Use: Resolution 12-25-2L - 2026 Waste Hauler Licenses **19**
- 9:00 County Administrator
1. Report
 2. Resolution 12-25-2B - 2026 Commissioner Meeting Schedule **21**
 3. Resolution 12-25-2C - 2026 Commissioners Salaries and Per Diem **22**
 4. Resolution 12-25-2K - Designated Finds **23**
- 9:25 Auditor-Treasurer
1. Resolution 12-25-2A - 2026 Certified Levy **25**
 2. The Towers LLC Option and Lease - Parcel 09.7154.001 **42**
- 9:35 Human Services

1. DHS 2026 CMH Screening Grant 43
2. Frazee/Vergas School Agreement for CTC/Preschool Screening Revision 59
3. Detroit Lakes School Agreement for CTC/Preschool Screening Revision 60
4. 2026 Annual Contract Renewals 61
5. P4H Joint Powers Agreement 69
6. P4H Bylaws 77
7. P4H Delegation Agreement 86

9:45 Highway

1. Resolution 12-25-2F - Reaffirmation of Transit (SMART) Tax 89
2. Resolution 12-25-G - 2026-2030 - Five-Year Plan 91
3. Resolution 12-25-2I - Construction Agreement - City of Detroit Lakes 93

9:55 Planning & Zoning

1. Planning Commission Recommendations 12/03/2025 103
 - a) Vertical Bridge on behalf of Becker County Tax Forfeited - Request a Conditional Use Permit to construct a two-hundred fifty-five (255) foot self-support cellular tower with a ten (10) foot lightning rod

Adjourn

Commissioner Tea

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, December 2, 2025 at 8:15 am

LOCATION: Board Room, Courthouse

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

Agenda/Minutes:

1. Agenda – Motion and second to approve the agenda with the following changes: Remove from Highway – 2027 Tandem Truck purchase and add to the County Administrator – Assessor Update (Hansen, Nelson) carried.
2. Minutes – Motion and second to approve minutes of November 18, 2025 (Jepson, Nelson) carried.

Consent Agenda

1. Motion and second to approve and accept the following Consent Agenda Items – Auditor-Treasurer: Regular Claims, Auditor Warrants and Claims over 90 Days, Human Services: Regular Claims, Public Health, & Transit, Highway: Resolution 12-25-1A – Final Payment Acceptance 62624, Resolution 12-25-1B – Becker County & City of Detroit Lakes LRIP Support, Land Use: Parks & Rec – Snowmobile Trail Limited Use Permit #0300-0026, Environmental Services – Resolution 12-25-1D – 2026 Solid Waste Fee Correction of Resolution 10-25-2H (Nelson, Jepson) carried.

Commissioners:

1. Open Forum:
 - Joe Louwagie – Pickeral Lake – Opposed to wake surf boat restrictions.
2. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Hansen – PRWD, PLMSWA, Airport, Zoom regarding Construction Demolition Regional Plan, Project 412, Planning & Zoning.
 - Commissioner Jepson – RAC, EDA, Planning & Zoning, Extension, Fair Board, Finance.
 - Commissioner Vareberg – EDA, Zoom regarding Construction Demolition Regional Plan.

- Commissioner Meyer – Fair Board, DAC, Township.
- Commissioner Nelson – Extension, Courthouse, Soil & Water, Lakeland Mental Health.

3. Appointments:

- Motion and second to appoint Jacob Karasch as the alternate to the Northwest Regional Advisory Committee (Meyer, Nelson) carried.

Probation: presented by Brian Rubenstein and Judy Kulik.

1. Pretrial Supervision Update.

- 67 Clients – 81 Cases. 2/3 are Becker County Clients.
- 92% Success Rate.

2. F5 Project presented by Adam Martin and Scott College.

- 45 Participants.
- Rebuilding participants through housing, recovery and support.
- Utilizing Opioid Funding.

Public Hearing – To Adopt Registration & Fee Schedule for Low Potency Hemp and Cannabis Products.

1. Motion and second to open the Public Hearing at 9:41 am (Jepson, Vareberg) carried.
2. Discussion of Registration and Fee Schedule.
 - Cannabis – Retail Only – covers compliance checks.
 - Low Potency Hemp – 5 mg or less in a serving. Making it permissible and not conditional.
3. Motion and second to close the Public Hearing at 9: 48 am (Nelson, Jepson) carried.
4. Motion and second to approve for the Retail Sale of Low Potency Hemp and Cannabis Products with the Registration and Renewal fees to be set using the maximum fees set by State Statute (Jepson, Nelson) carried. Roll Call Vote: Nelson – Yes, Jepson – Yes, Hansen – No, Meyer – Yes, Vareberg – Yes.
5. Motion and second to approve Low Potency Hemp Products to be permissible with licensure and not conditional (Nelson, Meyer) carried.

Extension Update: presented by Cecilia Amadou, Linda Perrine, Elliott Lawrence and Nick Williams.

1. Becker County 4-H 2025 Impact Report.

- 85 new 4-Hers in Becker County.
- Retained 84% from 2024.

2. Master Gardener Program.

- 24 members volunteering for 1063 hours.
- 48 hours of training.
- Give back a minimum of 25 hours a year plus 5 hours of continued education.
- One of the strongest programs in the region.

County Administrator: presented by Carrie Smith.

1. Report.

- Christmas Tea – After the December 16 Board Meeting.
- AMC Annual Conference next week.

2. Assessor: presented by Lee Brekke.

- State Report – 2.7% decrease on Ag land and Rural vacant land.
- Lookback period is from October 2024 to September 2025 for 2026 taxes.

Veterans Services: presented by Anthony Mastin.

1. Motion and second to approve Resolution 12-25-1C – Donation Acceptance for Veterans Services in the amount of \$1,000 from an anonymous donor (Nelson, Jepson) carried.

Human Resources: presented by Teaira Christen.

1. Motion and second to approve the MPFML (Minnesota Paid Family and Medical Leave) Policy (Nelson, Meyer) carried.
2. Motion and second to approve the Auditor-Treasurer Department Job Descriptions (Nelson, Jepson) carried.
3. Motion and second to approve Resolution 12-25-1F 2025 DDA Maintenance Review (Vareberg, Jepson) carried.
4. Motion and second to approve Resolution 12-25-1F – 6 Month Time Limited Full-Time Bailiff Position (Nelson, Jepson) carried.

Highway: presented by Jim Olson.

1. Motion and second to approve a Capital Purchase of a 2027 Tandem Truck for 2026 in the amount of \$340,341 (Nelson, Hansen) carried.

EDA: presented by Cody Piper.

1. Motion and second to approve the Housing Contract MNCDL for 2026 in the amount of \$221,000 (Jepson, Nelson) carried.

2. Motion and second to approve MN Cities Participation Program FY 2026 to include the County Administrator as signatory (Jepson, Vareberg) carried.
3. Housing Trust Fund Information.
 - Must be established through an ordinance.
 - Would need a Public Hearing to establish and an ordinance.

Planning & Zoning: presented by Kyle Vareberg.

1. Planning Commission Recommendations 11/19/2025.
 - Motion and second to concur with the Planning Commission to approve for DHV Ventures LLC – Request a Conditional Use Permit to rent out shop space for commercial use and storage (Jepson, Hansen) carried.
 - Motion and second to concur with the Planning Commission to approve for Devin Wood on behalf of Timothy Heggstuen – Request a Conditional Use Permit to operate a Firearms Business (Nelson, Vareberg) carried.

Closed Session – Evaluation of County Administrator Carrie Smith.

1. Motion and second to close the meeting at 11:24 am pursuant to Minn. Stat. Section 13D.05 Subd. 3 (a) (Jepson, Hansen) carried.
2. Motion and second to come out of closed session at 11:46 am (Nelson, Jepson) carried.

Being no further business, Board Chair Meyer adjourned the meeting at 11:46 am.

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ David Meyer
David Meyer
Board Chair

PUBLIC HEARING

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: THURSDAY, DECEMBER 11, 2025, AT 6:00 pm

LOCATION: Board Room, Courthouse

Agenda:

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

County Assessor Lee Brekke discussed property assessments and took questions.

Truth in Taxation Presentation: presented by Tanya Hockett and Nicole Ecker at 6:35 pm.

Truth in Taxation concluded at 6:53 pm.

County Highway Five Year Plan: presented by Jim Olson

Highway Project List: 2026 CIP Projects, and SMART Projects

1. CSAH 22 IN Detroit Lakes – Reconstruction, Trail & Sidewalks
2. CSAH 37 from TH113 to North County Line – Mill & Overlay
3. CSAH 39 from CSAH 36 to TH 34 – Reclaim & Pave
4. CSAH 40 from CSAH 36 to East County Line – Reclaim & Pave w/incinerator ash recycle

Being no further business, Chair Meyer adjourned the meeting at 7:20 pm.

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ David Meyer
David Meyer
Board Chair



BECKER COUNTY BOARD OF COMMISSIONERS

Finance Committee Meeting

Date: Monday, December 15, 2025 at 8:30 AM

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

County Administrator

1. Report
2. Resolution 12-25-2C - 2026 Commissioners Salaries
3. Resolution 12-25-2K - Designated Funds

Auditor-Treasurer

1. Regular Claims, Auditor Warrants, & Over 90 Days
2. Resolution 12-25-2A - 2026 Certified Levy
3. October 2025 Cash, Sales Tax, and Investment Report
4. Resolution 12-25-2E - Election Grant Acceptance
5. The Towers LLC Option and Lease - Parcel 09.7154.001

Human Services

1. Regular Claims, Public Health, & Transit
2. DHS 2026 CMH Screening Grant
3. Frazee/Vergas School Agreement for CTC/Preschool Screening Revision
4. Detroit Lakes School Agreement for CTC/Preschool Screening Revision
5. 2026 Annual Contract Renewals
6. P4H Joint Powers Agreement
7. P4H Bylaws
8. P4H Delegation Agreement

Human Resources

1. Resolution 12-25-2D - 2026 Non-Union COLA

Highway

1. Resolution 12-25-2F - Reaffirmation of Transit (SMART) Tax
2. Resolution 12-25-2G - 2026-2030 Five-Year Plan
3. Resolution 12-25-2I - Construction Agreement - City of Detroit Lakes

Adjourn

BECKER COUNTY CASH COMPARISON

FUND	October 2024	October 2025	% Change	September 2025
REVENUE FUND				
REVENUE FUND	\$ 13,710,504.62	\$ 16,356,812.08	19.30%	\$ 16,610,738.40
DESIGNATED				
LAW LIBRARY	27,211.26	40,941.05	50.46%	37,449.20
ATTORNEY'S FORFEITURES	82,245.56	85,760.62	4.27%	85,371.42
RECORDERS EQUIPMENT	60,220.45	24,297.87	-59.65%	16,957.87
RECORDERS ENHANCEMENT	134,894.58	95,532.79	-29.18%	105,233.79
TRANSIT	148,228.88	155,097.18	4.63%	88,660.08
TRANSIT LOCAL RESERVE	37,279.73	37,279.73	0.00%	37,279.73
2023 PUBLIC SAFETY AID	943,459.65	4,060.47	-99.57%	4,060.47
TOTAL REVENUE FUND	\$ 15,144,044.73	\$ 16,799,781.79	10.93%	\$ 16,985,750.96
SPECIAL REVENUE FUNDS				
PUBLIC SAFETY	\$ 469,486.11	\$ (407,737.39)	-186.85%	\$ 473,037.27
E-911	308,497.98	405,752.41	31.53%	391,721.13
ROAD AND BRIDGE	1,210,395.31	(4,001,909.31)	-430.63%	(3,324,787.68)
HUMAN SERVICES	8,626,437.97	8,979,982.33	4.10%	10,128,472.52
RECREATION	583,285.46	158,744.19	-72.78%	174,183.18
RESOURCE DEVELOPMENT	967,863.63	939,472.95	-2.93%	977,647.93
ENVIRONMENTAL AFFAIRS	2,303,567.04	2,780,282.55	20.69%	2,756,309.63
DEBT FUNDS	1,339,885.99	1,394,556.92	4.08%	1,370,853.19
DITCH FUND	215.64	215.64	0.00%	215.64
SUNNYSIDE CARE CENTER	2,270,572.92	2,660,951.72	17.19%	2,727,019.54
NATURAL RESOURCE MGT	248,974.43	260,551.73	4.65%	215,241.09
GRAVEL RESERVE	636,907.24	669,684.81	5.15%	682,373.36
OPIOID SETTLEMENT FUND	692,481.41	616,674.85	-10.95%	618,328.92
LOCAL ASSISTANCE & TRIBAL CONSISTENCY FUND	165,515.18	-	-100.00%	-
GENERAL - SPECIAL	2,793,176.94	1,454,920.91	-47.91%	1,472,482.91
TOTAL SPECIAL REVENUE FUNDS	\$ 22,617,263.25	\$ 15,912,144.31	-29.65%	\$ 18,663,098.63
AGENCY FUNDS				
BCCI	\$ 143,995.98	\$ 212,994.75	47.92%	\$ 208,981.77
TAXES AND PENALTIES	20,999,018.35	22,194,819.92	5.69%	5,859,389.67
CLEARING FUNDS	587,606.24	738,832.49	25.74%	1,024,324.97
TOTAL AGENCY PASS THRU FUNDS	\$ 21,730,620.57	\$ 23,146,647.16	6.52%	\$ 7,092,696.41
TOTAL CASH & INVESTMENTS	\$ 59,491,928.55	\$ 55,858,573.26	-6.11%	\$ 42,741,546.00

Becker County Sales & Use Tax

2014					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	606,000.00	129,165.85	735,165.85	(31,350.71)	703,815.14
2015					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,925,000.00	199,199.05	2,124,199.05	(26,358.15)	2,097,840.90
2016					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,912,893.48	209,748.19	2,122,641.67	(27,908.63)	2,094,733.04
2017					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,172,000.00	233,642.63	2,405,642.63	(29,318.97)	2,376,323.66
2018					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,281,000.00	365,457.85	2,646,457.85	(33,661.93)	2,612,795.92
2019					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,452,000.00	222,944.01	2,674,944.01	(34,367.81)	2,640,576.20
2020					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,563,000.00	279,602.16	2,842,602.16	(36,985.03)	2,805,617.13
2021					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,957,000.00	376,489.88	3,333,489.88	(38,856.08)	3,294,633.80
2022					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	3,230,000.00	485,045.29	3,715,045.29	(38,854.14)	3,676,191.15
2023					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	3,471,000.00	307,883.00	3,778,883.00	(38,200.43)	3,740,682.57
2024					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	3,464,709.18	61,883.40	3,526,592.58	(19,435.57)	3,507,157.01
2025					
<u>Month</u>	<u>Receipt</u>			<u>Fees</u>	<u>Net Total</u>
November	300,638.51		300,638.51	(2,705.75)	297,932.76
December	276,634.30		276,634.30	(2,489.71)	274,144.59
January	307,544.79		307,544.79	(2,767.90)	304,776.89
February	234,737.21		234,737.21	(2,112.63)	232,624.58
March	223,127.64		223,127.64	(2,008.15)	221,119.49
April	293,314.67		293,314.67	(2,639.83)	290,674.84
May	298,221.32		298,221.32	(2,683.99)	295,537.33
June	376,771.57		376,771.57	(3,390.94)	373,380.63
July	416,827.17		416,827.17	(3,751.44)	413,075.73
August	410,556.86		410,556.86	(3,695.01)	406,861.85
September			-		-
October			-		-
	3,138,374.04	-	3,138,374.04	(28,245.35)	3,110,128.69
Grand Total	30,172,976.70	2,871,061.31	33,044,038.01	(383,542.80)	32,660,495.21

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

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

Bolded amounts corresponds to Monthly-Cash Comp

**Becker County
Investment Analysis
October 31, 2025**

Bank or Institution			Investment Number	Interest Rate	Yield Rate	Maturity Date	Book Value(Cost)	Fair Market Value
<u>American National Bank</u>								
ANB	CD	American Natl	24-03	3.950%	3.950%	1/14/26	245,000.00	245,000.00
<u>Deerwood Bank</u>								
CDB	CD	CDBoO	09-13	3.850%	3.850%	7/18/26	500,000.00	500,000.00
CDB	CD	CDBoO	13-1	4.000%	4.000%	2/15/26	425,000.00	425,000.00
<u>Midwest bank</u>								
MW	CD	Midwest	0-39	4.250%	4.250%	12/8/25	96,000.00	96,000.00
MW	CD	Midwest CDARS	10-09	3.922%	3.922%	7/2/26	1,000,000.00	1,000,000.00
<u>State Bank of Lake Park</u>								
SBLP	CD	State Bank of LP	01-39	4.110%	4.110%	9/30/26	162,408.46	162,408.46
<u>United Community Bank of Frazee</u>								
UCB	CD	UCBoF	23-07	3.750%	3.750%	6/7/26	200,099.38	200,099.38
<u>Raymond James</u>								
MK	Lake Park-Audubon MN	GO	11-6	5.375%	3.652%	2/1/26	500,000.00	501,910.00
MK	Connecticut St Taxable Go Bond		20-14	3.310%	3.310%	1/15/26	564,114.72	499,285.00
MK	BOND	Alcoa Tenn Taxable Bds 2021 B	21-02	0.820%	0.820%	3/1/26	244,054.30	242,542.65
MK	FHLB	Federal Home Loan Bank	25-05	4.000%	4.000%	7/2/30	500,000.00	500,355.00
MK	FHLB	Federal Home Loan Bank	23-03	4.240%	4.240%	2/17/28	250,000.00	249,610.00
MK	FHLB	Federal Home Loan Bank	25-06	4.080%	4.080%	7/23/29	305,000.00	307,064.85
MK	CD	First Southwest Bank Alamosa Colorado	24-08	3.800%	3.800%	9/5/28	150,000.00	150,403.50
MK	CD	Discover Bank Greenwood, DE	22-07	4.850%	4.850%	11/9/26	244,000.00	246,910.92
MK	CD	CIBC Bank USA Chicago, IL	23-04	4.950%	4.950%	3/24/26	225,000.00	225,990.00
MK	CD	First St Bk of Dequeen Dequeen	23-06	4.600%	4.600%	7/7/26	100,000.00	100,591.00
MK	CD	HAPO Community Credit UN	23-07	5.250%	5.250%	2/27/26	240,000.00	241,022.40
<u>Wells Fargo Advisors (Formerly Wachovia Securities)</u>								
WFA	BOND	US Treasury Notes	22-03	2.750%	2.750%	4/30/27	326,476.93	325,756.20
WFA	FHLMC	Federal Home Loan Mtg Corp	25-03	4.000%	4.000%	4/17/29	1,497,000.00	1,498,905.00
WFA	FHLBMSUCP	Federal Home Loan Bank Multi Step Up Cpn Bo	21-03	1.000%	1.000%	3/16/26	455,000.00	450,240.70
WFA	CD	Goldman Sachs BK USA CD	21-07	1.000%	1.000%	8/8/26	215,000.00	210,424.80
WFA	CD	UBS Bank USA CD	24-07	3.850%	3.850%	8/30/27	245,000.00	245,776.65
WFA	CD	KS Bank Inc CD	25-08	3.550%	3.550%	10/31/30	245,000.00	242,853.80
WFA	CD	City Natl Bk - Bev Hi CD	23-01	4.350%	4.350%	1/26/26	245,000.00	245,262.15
WFA	CD	Synchrony Bank CD	23-08	5.050%	5.050%	10/27/26	245,000.00	248,243.80
WFA	CD	Sallie Mae Bank/Salt CD	24-09	4.050%	4.050%	11/22/27	245,000.00	246,786.05
WFA	CD	American Expr National Bk CD	25-04	4.250%	4.250%	6/12/28	245,000.00	248,373.65
WFA	CD	Morgan Stanley BK NA CD	23-12	4.800%	4.800%	12/8/25	245,000.00	245,210.70
WFA	CD	State Bank of India CD	25-07	3.750%	3.750%	10/22/30	245,000.00	245,014.70
WFA	CD	Bank of America NA CD	24-05	5.050%	5.050%	6/8/26	240,000.00	241,852.80

Total Pooled Investments - Securities

10,644,153.79 10,588,894.16

Summary of Investments by Type		
	Book Value	Fair Value
CD's	5,002,507.84	5,013,224.76
CDARS	1,000,000.00	1,000,000.00
Jumbo CDs		
Local Gov Issues	0.00	0.00
Govt. Securities	1,308,169.02	1,243,737.65
Treasury	326,476.93	325,756.20
FNMA	0.00	0.00
FHLBMSUCP	455,000.00	450,240.70
FHLMC	1,497,000.00	1,498,905.00
FHLB	1,055,000.00	1,057,029.85
Totals	10,644,153.79	10,588,894.16
	0.00	0.00

Investment Summary by Fund		
Revenue Fund	10,644,153.79	10,588,894.16
	10,644,153.79	10,588,894.16
Fair Market Value Adjustment		(55,259.63)

GRANT APPLICATION ACCEPTANCE

RESOLUTION 12-25-2E

RESOLUTION NO. 12-25-2J

MINNESOTA LAWFUL GAMBLING RESOLUTION

RESOLVED, the Becker County Board of County Commissioners agree to approve the Gambling Application #LG220 for exempt permit to conduct gambling for a raffle by Erie Township Four Corners Lions Club, at the Fishbowl 20762 Co Hwy 29, Rochert, MN 56578 in Erie Township on January 31st, 2026.

Duly adopted at Detroit Lakes, Minnesota, this 16th day of December 2025.

ATTEST:

COUNTY BOARD OF COMMISSIONERS

David Meyer

Chair

State of Minnesota)

)
County of Becker)

I, the undersigned, being the duly elected, qualified and Auditor-Treasurer for the County of Becker, State of Minnesota, do hereby certify that the foregoing is true and correct copy of a resolution passed and adopted by the County Board of Commissioners at a meeting held December 16, 2025, as recorded in the record of proceedings.

Becker County Auditor-Treasurer

MEH/kaf

SEAL

BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION 12-25-2D
2026 Non-Union Employees 3.5% COLA Increase

WHEREAS, the Becker County Board of Commissioners approves the adoption of a 3.5% COLA Increase in 2026 for Non-Union employees; and

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves the 3.5% COLA Increase in 2026 for Non-Union employees.

Duly adopted this 16th day of December, 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 December 16, 2025, as recorded in the record of proceedings.

Carrie Smith
County Administrator

Abatements for 12-15-2025

	Original	Adjustment	Corrected	TAG	Twp/City	School District
49.2561.000	\$ 778.00	\$ 698.00	\$ 80.00		4901 Detroit Lakes	22
		\$ -	\$ -			
		\$ -	\$ -			
			\$ -			
			\$ -			

TOTALS \$ 778.00 \$ 698.00 \$ 80.00

TOTAL ADDED TAX \$0

TOTAL REDUCED TAX \$ 698.00

49.2561.000 THIS PROPERTIES EXEMPTION WAS SET AT 70% SHOULD HAVE BEEN 100%
ONLY HAS A \$80 SPECIAL ASSESSMENT

**FINAL SUMMARY AND VERIFICATION
OF CONTRACT COSTS**

PROJECT NUMBERS: SAP 003-607-026, SAP 003-616-016

LOCATION: CSAH 7 – CSAH 14 to CSAH 16
CSAH 16 – Clay County Line to CSAH 7

CONTRACTOR: Dennis Drewes, Inc

PROJECT DESCRIPTION: Shoulder Widening & Aggregate Shouldering

LETTING DATE: March 20, 2025 FINAL COMPLETION DATE: September 9, 2025

Engineer's Estimate	Contract Amount	Final Cost
\$3,658,479.35	3,415,953.62	\$3,310,381.03

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

Competitive bidding.

Explanation of cost variance between Contract Amount and Final Cost:

Used less gravel shouldering than estimated for field approaches and didn't complete traffic control striping due to weather this fall.



Becker County Engineer

Dated: 12-10-25

2026 LICENSED WASTE HAULERS

Ballard Sanitation

PO Box 368
Pelican Rapids, MN
56572

218-863-1386

Detroit Lakes Disposal

PO Box 479
Detroit Lakes, MN
56502

218-850-9944

A&D Trash Collection

58501 Grant St.
Park Rapids, MN 56470

218-255-7317

5 Star Disposal

47778 County Highway
14
New York Mills, MN
56567

218-208-4272

Minnkota Recycling

PO Box 1864
Fargo, ND 58107

218-847-4790

G&T Sanitation

PO Box 186
Sebeka, MN 56477

218-837-5846

Mackner Disposal

32955 Carlson Drive
Rochert, MN 56578

218-849-3052

Waste Management-SC

39864 US Highway 71
S.

Sauk Centre, MN
56378

855-292-6029

Waste Management

825 5th St. NE
West Fargo, ND 58078

855-292-6029

Steve's Sanitation

140 6th Ave NE
Perham, MN 56573

218-346-4834

Lakes Area Roll-Off LLC

24992 County Hwy 6
Detroit Lakes, MN
56501

701-388-8526

White Earth Sanitation

C/O White Earth Tribal
Council

3282 US Hwy 59 S. Ste
50

Waubun, MN 56589

218-473-3222

Hough, Inc.

PO Box 2
Detroit Lakes, MN
56502

218-847-7391

North Central Inc.

PO Box 365
Perham, MN 56573

218-371-1486

TLC Maintenance

DBA Moen Portables
and Septic
4502 25th St. N.
Fargo, ND 58102

701-277-8751

Fuchs Sanitation Service, Inc.

PO Box 67
Glyndon, MN 56547

218-498-2875

Smith Pro Services, Inc

14209 Evergreen
Terrace Rd
Lake Park, MN 56554

218-234-0541

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 12-25-2L

Becker County Solid Waste Hauler Licenses

WHEREAS, The Becker County Solid Waste Management Ordinance requires commercial waste haulers to be licensed annually by the Becker County Board of Commissioners,

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Becker County, Minnesota hereby approve the list of applications for a license to commercially haul solid waste in Becker County in 2026 (Attachment A “2026 Commercial Solid Waste Haulers License Applications”) with the provision that the applicants must meet all the licensing requirements of the Becker County Solid Waste Ordinance prior to receiving a license certificate.

Duly adopted this 16th day of December 2025, at Detroit Lakes, Minnesota.

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 December 16th, 2025, as recorded in the record of proceedings.

Carrie Smith
County Administrator

Attachment A

2026 Becker County Solid Waste Hauler License Applications

<u>License Number</u>	<u>Business Name</u>
1	Waste Management Inc.
2	Ballard Sanitation
4	White Earth Sanitation
6	Hough Inc./Roll-Off Red
7	Minnkota Recycling
9	Fuchs Sanitation
15	Steve's Sanitation
18	Detroit Lakes Disposal Inc.
19	G & T Sanitation Inc.
20	North Central Inc.
22	A & D Trash Collection LLC.
24	Mackner Disposal
26	Lakes Area Roll-Off, LLC
28	TLC Maintenance aba Moen
29	5 Star Disposal
31	Waste Management-Sauk Centre

BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION 12-25-2B
Approval for Scheduled Meeting Dates for 2026

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

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

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

IT IS FUTHER RESOLVED that a schedule of meetings for the coming year is hereby approved, and any deviation or addition to this schedule will be posted by the County Administrator as required by Minnesota Statute. The agenda for each of these meetings will be posted and/or published, and distributed by the County Administrator; however, this Resolution containing the 2026 schedule is considered an official posting for all meetings. The Regular Board meetings will start at 8:15 am in the Board Room at the Becker County Courthouse, or alternate site as posted.

January	6**	20	21-23*	**Organizational & Regular *County Gov't 201
February	3	17		
March	3	17	4-5*	*AMC Legislative Conference
April	7	21		
May	5	19		
June	2	16**		**Board of Appeals – 6:00 pm
July	7	21		
August	4	18		
September	1	15	16-18*	*AMC Fall Policy Conference
October	6	20		
November	3	17		
December	1	10**	6-9*	*AMC Annual Conference **Truth in Taxation – 6:00 pm

Duly adopted this 16th day of December, 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 December 16, 2025, as recorded in the record of proceedings.

Carrie Smith
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 12-25-2C

Becker County Commissioners Annual Salary

WHEREAS, Minnesota Statute requires that compensation to County Commissioners be adjusted prior to **January 1, 2026**, to be effective during the **2026** calendar year.

NOW THEREFORE BE IT RESOLVED. That the Becker County Commissioners annual salary, effective **January 1, 2025**, be established at:

County Commissioner:	\$ 33,070.14
County Board Vice Chair:	\$ 34,312.14
County Board Chair:	\$ 35,554.14

NOW THEREFORE BE IT RESOLVED, per statute MN 471.61 County Commissioners will be entitled to Health Insurance, Life Insurance, Long Term Disability, Cash in Lieu benefits paid on behalf of Becker County Employees.

BE IT FURTHER RESOLVED, that the per diem for meeting attendance, other than regular Commissioner Meetings, will be \$ 75.00 with meetings over 4 hours at \$ 100.00.

Duly adopted this 16th day of December 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 Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held December 16, 2025, as recorded in the record of proceedings.

Carrie Smith
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 12-25-2K

Fund Balance

WHEREAS, Resolution 12-11-2A authorized the implementation of GASB 54

WHEREAS, GASB 54 created five categories of fund balance also allowing the Board of County Commissioners to commit fund balance for specific purposes

WHEREAS, Departments have accepted donations for specific purposes and the total donated amount may not be completely spent during the donation year, and;

WHEREAS, Becker would like to ensure the donations set forth are committed to their intended purpose; and

NOW, THEREFORE, BE IT RESOLVED That the Board of County Commissioner of Becker County, Minnesota, approves establishing the following categories of Committed Funds and estimated amounts:

Human Services:	Public Health: \$21,018.98
Human Services:	Camp Funds: \$ 9,597.27
Public Safety:	Project Lifesaver: \$7,318.60
Public Safety:	K9: \$51,507.03
Veterans Services	Veterans Outreach: \$1,000

The action taken to commit the funds must be taken prior to the end of the fiscal year, but the specific amount may be determined in the subsequent period. The amounts will be analyzed after year-end activities are completed and the final amounts will be brought back to the Board of County Commissioners for approval.

NOW, THEREFORE, BE IT RESOLVED That the Board of County Commissioner of Becker County, Minnesota, committed these funds and they cannot be used for any other purpose unless the commitment is rescinded by Resolution of the Board of County Commissioners.

Duly adopted this 16th day of December 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

County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held December 16, 2025, as recorded in the record of proceedings.

County Administrator

**BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION 12-25-2A**

WHEREAS, the Becker County Board of Commissioners has considered the services to be provided by Becker County in 2026 and the expenditures and revenues necessary; and

WHEREAS, the Becker County Board of Commissioners held a "2026 Tax Levy Public Input" on December 11, 2025, as required by law; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, Becker County, State of Minnesota the following:

1. Budgeted Revenues and Expenditures

2026 ADOPTED		
FUNDS	REVENUES	EXPENDITURES
GENERAL - Fund 01	\$11,926,412	\$11,926,412
DESIGNATED RESERVES - Fund 02	\$375,250	\$345,629
PUBLIC TRANSIT - Fund 02	\$910,300	\$919,722
PUBLIC SAFETY - Fund 04	\$13,899,324	\$13,899,324
OPIOD SETTLEMENT - Fund 08	\$156,265	\$566,289
HIGHWAY - Fund 10	\$20,294,953	\$19,531,657
HUMAN SERVICES - Fund 11	\$20,432,525	\$20,432,525
RECREATION - Fund 15	\$467,090	\$350,524
RESOURCE DEVELOPMENT - Fund 16	\$105,100	\$210,500
ENVIRONMENTAL AFFAIRS - Fund 18	\$7,104,400	\$7,058,890
DEBT SERVICE - Fund 38	\$1,758,256	\$1,758,256
DITCHES - Fund 41		
NATURAL RESOURCE MGMT - Fund 71	\$645,600	\$693,466
GRAVEL TAX- Fund 72	\$43,200	
TOTAL	\$78,118,675	\$77,693,194

2. Becker County Tax Levy be certified to the County Auditor-Treasurer for collection for the Year 2026:

GENERAL	\$6,181,379
PUBLIC SAFETY	\$12,096,174
HIGHWAY	\$2,809,903
HUMAN SERVICES	\$7,617,463
RECREATION	\$ 218,090
DEBT SERVICE	\$1,575,431
TOTAL	\$30,498,440

Becker County Administrative Rules

Purpose: The Administrative Rules are designed to provide the County Administrator the authority to approved and/or execute various types of transactions, requests and decisions. These rules will assist the County Administrator in providing direction and guidance for the operations of the County through the authority granted from the County Commission.

Personnel:

- 1) Approve the utilization of a staffing agency. A written request will be submitted to the County Administrator for prior approval and will provide the following: Position, reason, cost and how the cost will be covered. If the use of staffing from an agency cannot be covered under the personnel budget the request will come before the Board.
- 2) Approve the hiring of temporary seasonal employees. If the use of staffing from a department cannot be covered under the budget, the request will come before the Board. (i.e., AIS, HWY, Sheriff, Environmental, etc.)
- 3) Approve two hours of call-in pay for non-exempt, non-union staff covered under the personnel policy manual.
- 4) Approve the utilization of outside firms/organizations in personnel matters not to exceed \$10,000.

Operational:

- 1) Approve whether to close the Courthouse on Christmas Eve starting at 12:00 (noon) each year.
- 2) Approve purchases up to \$5,000.
- 3) Settle questions that arise in payroll. All parties involved in payroll questions will adhere to the decisions of the County Administrator.

Approved: _____

		31-Dec 2025		FTE	F P
<u>Position Title</u>	<u>Grade</u>	<u>Step</u>			
REVENUE FUND					
Commissioners					
Commissioner			1	F	
Commissioner			1	F	
Commissioner			1	F	
Commissioner			1	F	
Commissioner			1	F	
			<u>5</u>		
			5		
Administrator					
Administrator	21		1	F	
Administrative Assistant	5	3	1	F	
			<u>2</u>		
			2		
Auditor-Treasurer					
Auditor-Treasurer			1	F	
Finance Manager	11	9	1	F	
Chief Deputy Auditor T	11	4	0.5	F	
Payroll/Accounting Sp	6	3	1	F	
Account Clerk II	5	2	1	F	
Deputy Property Tax Sp	6	3	1	F	
Deputy Licensing Coord	5	3	1	F	
Research Specialist/G	8	5	0.34	F	
Account Clerk I	4	3	1	F	
Account Clerk I	4	3	1	F	
			<u>8.84</u>		
			8.84		
Department of Motor Vehicle					
License Supervisor	9	2	1	F	
Licensing Clerk	4	3	1	F	
Licensing Clerk	4	3	1	F	
Licensing Clerk	4	2	0.7	P	
Licensing Clerk	4	3	0.6	P	
			<u>4.3</u>		
			4.3		
Assessor					
County Assessor	15	6	1	F	
Chief Deputy Assessor	10	2	1	F	

Assessment Technician	5	1	1	F
Appraiser	8	3	1	F
Appraiser	8	3	1	F
			<u>5</u>	<u></u>
				<u></u>

Information Technology

IT Director	14	2	1	F
Developer-GIS	9	10	1	F
IT Analyst	8	4	1	F
IT Analyst II	9	3	1	F
IT Analyst	8	4	1	F
Research Specialist/G	7	6	0.31	F
			<u>5.31</u>	<u></u>
				<u></u>

Elections

Deputy Auditor Treasurer	11	4	0.5	F
			<u>0.5</u>	<u></u>
				<u></u>

Human Resources

Human Resources Director	14	2	1	F
HR Generalist	8	2	1	F
			<u>2</u>	<u></u>
				<u></u>

Attorney

County Attorney			1	F
First Assistant Attorney	18	5	1	F
Assistant County Attorney	16	2	1	F
Assistant County Attorney	17	3	1	F
Assistant County Attorney	17	10	1	F
Assistant County Attorney	16	1	1	F
Assistant County Attorney	16	2	1	F
Victim Witness Coordinator	7	6	1	F
Legal Assistant	4	7	1	F
Paralegal	6	1	1	F
Legal Assistant	4	2	1	F
Legal Assistant	4	3	1	F
			<u>12</u>	<u></u>
				<u></u>

Recorder

County Recorder (Appraiser)	11	2	1	F
-----------------------------	----	---	---	---

Chief Deputy Recorder	7	5	1	F
Deputy Recorder II	6	1	1	F
Deputy Recorder III	7	4	1	F
Deputy Recorder I	5	2	1	F
Deputy Recorder I	5	2	0.7	P
			5.7	

Courthouse Building Maintenance

Bldg. Maint. Supervisor	9	8	1	F
Maint. Tech.	6	3	1	F
Maint. Tech II	7	1	1	F
Maint. Tech.	6	3	1	F
Custodian	2	7	1	F
Custodian	2	2	1	F
Custodian	2	3	0.3	P
Custodian	2	3	0.62	P
Custodian	2	2	0.62	P
Custodian	2	3	0.4	P
			7.94	

Veteran Service Officer

Office Support Special	4	5	0.3	P
Veteran Service Assist.	6	1	1	F
Veteran Service Office	10	1	1	F
			2.3	

Planning and Zoning

Zoning Administrator	12	4	1	F
Zoning Tech/Sewer Ins	8	3	1	F
Zoning Tech/Sewer Ins	8	2	1	F
Zoning Tech./E-911 Co	8	3	0.6	F
Zoning Tech/Sewer Ins	8	2	1	F
Office Support Special	4	3	0.7	P
			5.3	

Extension

Office Manager	5	5	1	F
Office Help			0	T
			1	

Housing/EDA

Economic Development	10	5	<u>1</u>	F
			1	

Transit

Transit Manager	10	3	1	F
Driver/Dispatcher	4	6	1	F
Driver/Dispatcher	4	1	1	F
Driver	3	3	0.45	P
Dispatcher	3	7	0.72	P
Bus Driver	3	3	0.45	P
Bus Driver	3	2	0.45	P
Bus Driver	3	5	0.45	P
Bus Driver	3	6	0.45	P
Bus Driver	3	2	0.45	P
Bus Driver	3	3	0.45	P
Bus Driver	3	2	0.45	P
Bus Driver	3	5	0.45	P
Bus Driver	3	3	<u>0.45</u>	P
			8.22	

Public Safety

Sheriff

Sheriff			1	F
Chief Deputy	15	5	1	F
Lieutenant	13	6	1	F
Sergeant	11	3	1	F
Sergeant	11	10	1	F
Sergeant	11	10	1	F
Sergeant	11	10	1	F
Investigator	10	10	1	F
Investigator	10	10	1	F
Investigator	10	5	1	F
Investigator	10	10	1	F
Investigator	10	6	1	F
Emerg Mgmt/Deputy	10	9	0.5	F
Deputy Sheriff/Boat an	9D	4	0.55	F
Deputy Sheriff	9D	9	1	F
Deputy Sheriff	9D	1	1	F
Deputy Sheriff	9D	2	1	F
Deputy Sheriff	9D	6	1	F
Deputy Sheriff	9D	5	1	F

Deputy Sheriff	9D	1	1	F
Deputy Sheriff-TEMP	9D	1	1	F
Deputy Sheriff	9D	2	1	F
Deputy Sheriff	9D	7	1	F
Deputy Sheriff	9D	4	1	F
Deputy Sheriff	9D	6	1	F
Deputy Sheriff	9D	3	1	F
Deputy Sheriff	9D	4	1	F
Deputy Sheriff	9D	2	1	F
Deputy Sheriff Part Tim	9	2	0.7	P
			27.75	

Boat and Water

Boat & Water - Deputy	9	2	0.45	F
			0.3	P
			0.3	P
			0.3	P
			0.9	

Confidential

Office Manager	6	1	1	F
Secretary	4	4	1	F
Secretary	4	4	1	F
Secretary	4	1	1	F
			4	

Dispatch

Communications Supe	9	10	0.96	F
Communications Offic	6	5	1	F
Communications Offic	6	2	1	F
Communications Offic	6	4	1	F
Communications Offic	6	2	1	F
Communications Offic	6	5	1	F
Communications Offic	6	8	1	F
Communications Offic	6	3	1	F
Communications Offic	6	8	1	F
Communications Offic	6	8	1	F
PT Communications O	6	1	0.7	P
			10.66	

Bailiffs & Screeners

Courthouse Screeners	4	3	0.6	P
Courthouse Screeners	4	5	0.6	P
Courthouse Screeners	4	8	0.2	P
Bailiff	7	6	0.7	P
Bailiff	7	6	0.7	P
Bailiff	7	6	0.7	P
Chief Bailiff	8	8	1	F
			4.5	

Jail

Secretary	4	3	1	F
Secretary	4	1	1	F
Var. Correctional Offic	6	3	0.2	P
Var. Correctional Offic	6	4	0.01	P
Var. Correctional Offic	6	4	0.01	P
Var. Correctional Offic	6	3	0.15	P
Var. Correctional Offic	6	3	0.2	P
Correctional Officer	6	2	0.50	P
Correctional Officer	6	6	0.5	P
Correctional Officer	6	6	0.5	P
Correctional Officer	6	6	0.5	P
Correctional Officer	6	6	0.73	P
Correctional Officer	6	3	0.50	P
Transport Officers	5	6	0.2	P
Transport Officers	5	2	0.26	P
Transport Officers	5	7	0.5	P
Transport Officers	5	7	0.26	P
Jail Administrator	12	6	1	F
Assistant Jail Administ	10	5	1	F
Jail-Sergeant	9	5	1.05	F
Jail-Sergeant	9	5	1	F
Jail-Sergeant	9	3	1.05	F
Jail-Sergeant	9	4	1.05	F
Program Coordinator	9	3	0.9	F
Release Planner/Socia	9	4	1.05	F
Correctional Officer	6	1	1	F
Correctional Officer	6	1	1	F
Correctional Officer	6	1	1	F
Correctional Officer	6	3	1	F
Correctional Officer	6	3	1	F
Correctional Officer	6	3	1	F
Correctional Officer	6	6	1	F
Correctional Officer	6	6	1	F

Correctional Officer	6	3	1	F
Correctional Officer	6	3	1	F
Correctional Officer	6	2	1	F
Correctional Officer	6	4	1	F
Correctional Officer	6	2	1	F
Correctional Officer	6	3	1	F
Correctional Officer	6	6	1	F
Correctional Officer	6	3	1	F
Correctional Officer	6	3	1	F
Correctional Officer	6	2	1	F
Correctional Officer	6	5	1	F
Correctional Officer	6	3	1	F
Correctional Officer	6	3	1	F
Correctional Officer	6	2	1	F
Correctional Officer	6	4	1	F
			39.12	

STS

Program Coordinator	9	2	0.1	F
			0.1	

Emergency Management

Emerg Mgmt/Deputy	10	7	0.5	F
			0.5	

Coroner

Coroner			0.35	F
			0.35	

E-911

Zoning Tech./E-911 Co	8	2	0.4	F
			0.4	

ROAD & BRIDGE FUND

Administration

Support Clerk	4	8	1	F
Accountant	9	9	1	F
Engineer	19		1	F
Research Specialist/G	8	5	0.2	F

3.2

Engineering

Construction Manager	11	8	1	F
Transportation Tech	9	7	1	F
Senior Engineer Tech	8	5	1	F
Senior Engineer Tech	8	7	1	F
Laborer			0	T
			4	

Equipment/Shop/ Maintenance

Laborer			0	T
Laborer			0	T
Maintenance Supt	11	8	1	F
Traffic Service Forema	8	10	1	F
Maintenance Crew For	8	7	1	F
Traffic Service Tech	6	8	1	F
Maintenance Worker	6	2	1	F
Maintenance Worker	6	4	1	F
Maintenance Worker	6	3	1	F
Maintenance Worker	6	6	1	F
Maintenance Worker	6	6	1	F
Maintenance Worker	6	3	1	F
Maintenance Worker	6	5	1	F
Maintenance Worker	6	1	1	F
Maintenance Worker	6	2	1	F
Maintenance Worker	6	3	1	F
			14	

Mechanics

Mechanic I	6	9	1	F
Mechanic I	6	6	1	F
Mechanic II	8	7	1	F
			3	

Human Services

Administration - Human Services and Community Health

Director	18	8	1	F
Office Service Supervisor	10	9	1	F

Accountant	9	7	1	F
Administrative Secreta	4	1	1	F
Office Support Special	4	4	1	F
Office Support Special	4	3	1	F
Office Support Special	4	3	1	F
Office Support Special	4	3	1	F
Office Support Special	4	2	0.7	P
Office Support Special	4	1	0.7	P
Custodian	2	2	1	F
HS Admin			10.4	

Administration - Human Services

Account Clerk II	5	2	1	F
Account Clerk II	5	3	1	F
Account Clerk II	5	5	0.7	P
Staff Ratio			2.7	

Financial Support - Non IM RMS

Financial Assistant Su	10	9	1	F
Office Support Special	4	3	1	F
Office Support Special	4	4	1	F
Fraud Prevention Inves	7	6	1	F
Office Support Special	4	1	0.7	P
Office Support Special	4	3	0.7	P
11-420-600-4800-61**			5.4	

Financial Support - IM RMS 75%

Financial Assistant	6	9	1	F
Financial Assistant	6	9	1	F
Financial Assistant	6	9	1	F
Financial Assistant	6	4	1	F
Financial Assistant	6	9	1	F
Financial Assistant	6	4	1	F
Financial Assistant	6	2	1	F
Financial Assistant	6	9	1	F
Financial Assistant	6	9	1	F
Financial Assistant	6	9	1	F
Financial Assistant	6	4	1	F
Financial Assistant	6	5	1	F
Financial Assistant	6	9	1	F

Financial Assistant	6	9	1	F
Financial Assistant	6	9	1	F
11-420-600-4820-61**			<u>15</u>	<u><u></u></u>

Child Support - CSOAP

Child Support Supervisor	10	10	1	F
Child Support Officer	7	6	1	F
Child Support Officer	7	10	1	F
Child Support Officer	7	5	1	F
Child Support Officer	7	10	1	F
Child Support Officer	7	10	1	F
Child Support Officer	7	10	1	F
Office Support Special	4	3	1	F
Support Enforce. Aide	5	3	1	F
Support Enforce. Aide	5	8	1	F
11-420-640-4800-61**			<u>10</u>	<u><u></u></u>

Social Services - Children and Adult Mental Health and Chemical Dependency

Social Serv Supervisor	11	8	1	F
Social Serv Supervisor	11	7	1	F
Social Worker	9	10	1	F
Social Worker	9	10	1	F
Social Worker	9	3	1	F
Social Worker	9	10	1	F
Social Worker	9	9	1	F
Social Worker	9	4	1	F
Social Worker	9	4	1	F
Social Worker	9	10	1	F
Social Worker	9	10	1	F
Social Worker	9	10	1	F
Social Worker	9	10	1	F
Case Aid	5	9	1	F
Case Aid	5	9	1	F
11-430-700-4800-61**			<u>15</u>	<u><u></u></u>

Social Services - Child Protection

Social Serv Supervisor	11	10	1	F
Social Serv Supervisor	11	10	1	F
Social Worker	9	6	1	F
Social Worker	9	10	1	F

Social Worker	9	9	1	F
Social Worker	9	7	1	F
Social Worker	9	7	1	F
Social Worker	9	10	1	F
Social Worker	9	1	1	F
Social Worker	9	8	1	F
Social Worker	9	7	1	F
Social Worker	9	10	1	F
Social Worker	9	10	1	F
Social Worker	9	10	1	F
Social Worker	9	9	1	F
Social Worker	9	10	1	F
Social Worker	9	8	1	F
Social Worker	9	10	1	F
Social Worker	9	2	1	F
Case Aid	5	7	1	F
Case Aid	5	9	1	F
11-430-701-4800-61**			<u>21</u>	<u><u></u></u>

Social Services - Adult Services

Social Serv Supervisor	11	10	1	F
Social Worker	9	10	1	F
Social Worker	9	10	1	F
Social Worker	9	5	1	F
Social Worker	9	7	1	F
Social Worker	9	10	1	F
Social Worker	9	10	1	F
Social Worker	9	10	1	F
Social Worker	9	10	1	F
Social Worker	9	10	1	F
Social Worker	9	10	1	F
Social Worker	9	10	1	F
Social Worker	9	10	1	F
Social Worker	9	10	1	F
Social Worker	9	6	1	F
Social Worker	9	10	1	F
Social Worker	9	9	1	F
Case Aid	5	9	1	F
Case Aid	5	4	1	F
11-430-702-4800-61**			<u>18</u>	<u><u></u></u>

Community Health

Community Health

Comm Health Supervisor	12	8	1	F
Public Health Nurse	9	10	1	F
Public Health Nurse	9	5	1	F
Public Health Nurse	9	8	1	F
Public Health Nurse	9	5	1	F
Public Health Nurse	9	6	1	F
Public Health Nurse	9	10	1	F
Public Health Nurse	9	10	1	F
Public Health Nurse	9	6	1	F
Public Health Nurse	9	10	1	F
Public Health Nurse	9	10	1	F
Public Health Nurse	9	5	1	F
Public Health Nurse	9	10	1	F
Public Health Nurse	9	10	1	F
Public Health Nurse	9	9	1	F
Nutrition Coordinator	9	3	1	F
Case Aide	5	9	1	F
Account Clerk II	5	5	1	F
11-481-451-0000-61**			18	

RECREATION FUND

Recreation

Tram Operator			0	T
Park Maintenance			0	T
Park Maintenance			0	T
Forest Inventory			0	T
Recreation Coordinator	5	7	0.8	P
			0.8	

ENVIRONMENTAL SERVICES

Transfer Station

Temporary			0	T
Temporary/Split			0	T
Transfer Station Operator	3	4	0.54	P
Transfer Station Operator	3	1	0.54	P
Solid Waste Clerk	2	4	0.46	P
Solid Waste Clerk	2	3	0.46	P
Clerk-Environmental	4	2	0.54	P

Account Clerk II	5	1	0.7	F
Mechanic 1	6	8	0.7	F
Transfer Waste Driver	5	2	1	F
Transfer Waste Driver	5	3	1	F
Transfer Station Opera	3	3	1	F
Transfer Station Opera	3	10	1	F
Transfer Station Opera	3	10	1	F
Transfer Station Manager	7	8	1	F
Land Use Director	14	10	0.65	F
			10.59	

Recycling

Recycling Facility Oper	4	5	0.60	P
Recycling Facility Oper	4	4	0.6	P
Solid Waste Clerk	2	4	0.23	P
Solid Waste Clerk	2	2	0.23	P
Clerk-Environmental	4	2	0.09	P
Recycling Drivers	5	4	0.6	P
Mechanic 1	6	8	0.25	F
Account Clerk II	5	1	0.25	F
Recycling Drivers	5	4	1	F
Recycling Drivers	5	2	1	F
MRF Manager	7	5	1	F
Land Use Director	14	10	0.3	F
			6.15	

Household Hazardous Waste

Clerk-Environmental	4	2	0.03	P
Mechanic 1	6	8	0.05	F
Account Clerk II	5	1	0.05	F
Land Use Director	14	10	0.05	F
Household Hazardous	6	3	1	F
			1.18	

NATURAL RESOURCES MANAGEMENT

Forest Management

Forest Inventory			0	T
NRM Land Commission	11	5	1	F
NRM Manager-Forest	8	1	1	F
NRM Manager-Forest	8	1	1	F

Recreation Coordinato	5	7	0.2	P
Research Specialist/G	8	5	0.15	F
			3.35	

327.46



BECKER COUNTY

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

MEMORANDUM FOR ACTION

Date: December 16, 2025

SUBJECT: Option and Lease Agreement for Cell Tower on County Land

1. May 2025 a survey of parcel 09.7154.000 was completed and a new legal description created for a 2.51 acre tract of land in Eagle View township.
2. June 2025 The public hearing date was set 60 days prior per Minn Statute 282.01
3. August 19, 2025, the County Board approved Resolution 08-25-2A to reclassify Parcel 09.7154.001 to sell 2.51 acres to Becker County to purchase tax forfeit land to accommodate a lease for a cell tower.
4. November 10, 2025, a Conditional Use Permit Application was filed with Zoning, and a public hearing was held December 3, 2025, to allow a 255' self- support cellular tower on County land to provide service to the residents.
5. December 2025 the Option and Lease Agreement with The Towers LLC was sent to the County Land Commissioner and the County Attorney has reviewed
6. Request the County Board authorize the County Administrator to sign the Option and Land Lease Agreement with The Towers LLC for a cellular tower on parcel 09.7154.001

Distribution: Board of Commissioners, County Administrator

Point of Contact: Mary Hendrickson, Becker County Auditor



Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Administration ("STATE") and Becker County Human Services, an independent grantee, not an employee of the State of Minnesota, located at 712 Minnesota Avenue, Detroit Lakes, MN 56501 ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, sections 256.01, subdivision 2(a)(6), has authority to enter into contracts for the following services: mental health screenings, assessments, and referrals for diagnostic assessment and/or treatment for children within the child welfare and juvenile justice populations (prioritizing funds for uninsured and underinsured children).

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **January 1, 2026**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date.

This CONTRACT is valid through **December 31, 2026**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration or termination of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties as follows:

1. Provide mental health screenings to eligible children/youth in the child welfare and juvenile justice systems as described in Minnesota Statutes, § 245.4874, subd. 1(a)(12); § 260B.157, subd. 1; § 260B.176, subd. 2(e); and § 260B.235, subd. 6.
2. Utilize mental health screening instruments which have been approved for use with the child welfare and juvenile justice populations by the Commissioner of Human Services.
3. Utilize eligible screeners (child welfare and juvenile justice professionals and/or mental health practitioners) and ensure all screeners are trained and demonstrate competency on the use of the STATE approved screening instruments.
4. For those children/youth who are subsequently identified through screening as at-risk of needing or who need mental health services, COUNTY must inform the child/youth and parents or primary caregivers of the implications of a positive screen, and assist families with making a referral to a mental health professional for any necessary follow up mental health assessment or treatment.
5. For those children/youth who are subsequently identified through a positive screening as at-risk of needing or who need mental health services, COUNTY may choose to utilize grant funds for short term clinical, ancillary or supportive services such as diagnostic assessment, psychotherapy, skills and support groups, and other necessary mental health services not reimbursable by MHCP or other insurance.
6. For child welfare data, enter calendar year 2025 data into SSIS by March 15, 2026. For juvenile justice data, send data in the approved format and deadline indicated by the designated Department of Corrections contact.

2.2. Grant Progress Reports.

COUNTY shall submit **annually** grant progress reports to the STATE. Grant progress reports shall summarize activities and outcomes for the given period, and may include, but are not limited to goals, objectives, activities, outcomes, challenges, lessons learned and financial information. COUNTY shall submit program reports to the STATE according to the following schedule and in a mutually agreed upon format:

Due Date:	For service period:
December 31, 2026	Prior year

2.3 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules,

webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#),¹ as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. Compensation.

1. COUNTY will be paid in accordance with **Attachment A**, Becker County Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
 - a. COUNTY must obtain STATE written approval before changing any part of the budget.
 - b. Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - c. If COUNTY’s approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

- b. **Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner’s Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner’s Plan, page 69, Chapter 15](#).² COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

¹ <https://mn.gov/mnit/about-mnit/accessibility/>

² <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

- c. **Administrative Costs.** Pursuant to Minn. Stat. § 16B.98, subd. 1(a), COUNTY administrative costs must be necessary and reasonable. STATE and County have discussed and agreed that the Administrative Costs are necessary and reasonable.
- d. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **forty-eight thousand nine hundred thirty-two dollars (\$48,932)**. **The breakdown of the total award amount is as follows: Child Welfare, forty-eight thousand nine hundred thirty-two dollars (\$48,932) and Juvenile Justice, zero dollars (\$0).**
- e. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

- a. **Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: **quarterly**. If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.

Reporting Period	Invoice Due
January 1, 2026 – March 31, 2026	April 30, 2026
April 1, 2026 – June 30, 2026	July 30, 2026
July 1, 2026 – September 30, 2026	October 30, 2026
October 1, 2026 – December 31, 2026	January 30, 2027

- b. **Federal funds.** Not Applicable.

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules, and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule, or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Actual costs and reimbursable expenses. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq. if applicable. COUNTY must maintain adequate documentation to support all costs submitted for reimbursement, ensuring they align with the terms of the award. COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

4.4. Unexpended Funds.

COUNTY must promptly return to the STATE any unexpended funds that have not been accounted for annually in a financial report to the STATE due at grant closeout.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line-item budget, clause 3.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. TERMINATION.

6.1. Termination by the State.

- a. **Without cause.** STATE may terminate this CONTRACT without cause, upon 30 days' written notice to COUNTY. Upon termination, COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- b. **Termination for Cause.** STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the CONTRACT, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

6.2. Termination by the Commissioner of Administration.

In accord with Minn. Stat. § 16B.991, subd. 2, the Commissioner of Administration may unilaterally terminate this CONTRACT if further performance under the CONTRACT would not serve agency purposes or is not in the best interest of the STATE.

6.3. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available.

In the event of temporary lack of funding or appropriation, STATE may pause its obligations under this CONTRACT without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the CONTRACT. COUNTY will be notified in writing of the temporary pause, and COUNTY's ability to provide services may be temporarily suspended during this period. STATE will provide reasonable notice to COUNTY of the lack of funding or appropriation and shall notify COUNTY once funding is restored or appropriated, at which point the provision of services under the CONTRACT may resume.

STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.4. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may terminate the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

6.5. Conviction relating to a grant. In accordance with Minn. Stat. § 16B.991, subd. 1, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a grant agreement.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Mollie Dusha** or successor. Phone and email: **651-431-4782** and **CMHSG.DHS@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County.

- a. COUNTY's Authorized Representative is **Jenny Anderson** or successor. Phone and email: **218-847-5628** and jenny.anderson@co.becker.mn.us. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.
- b. COUNTY must clearly post on COUNTY's website the names of, and contact information for the COUNTY's leadership and the employee or other person who directly manages and oversees this CONTRACT on behalf of COUNTY.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Jenny Anderson** or successor. Phone and email: **218-847-5628** and jenny.anderson@co.becker.mn.us.

8. INSURANCE REQUIREMENTS.

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

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or termination of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. **Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. **Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. **Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible

for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

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

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$10,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements. COUNTY certifies it will comply with 2 C.F.R. § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.332. Non-Federal entities receiving \$1,000,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by the State of Minnesota or the federal government.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions, as shown on the Minnesota Department of Administration's [Suspended and Debarred Vendors List](#)³, or by the federal government at [SAM.gov | Search](#).⁴ COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns

³ <https://mn.gov/admin/osp/government/suspended-debarred/>

⁴ https://sam.gov/search/?index=ex&page=1&pageSize=25&sort=-relevance&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL

that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

15. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Amendments. Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.50; consequently, the bid request must state the project is subject to *prevailing wage*.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors or subgrantees who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors or subgrantees are suspended or debarred by referencing the Minnesota Department of Administration's link in subclause 14.4 of this CONTRACT. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

18.4. Conflicts of interest. COUNTY must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

19. SUBCONTRACTS AND SUBCONTRACT PAYMENT.

19.1. COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to subgrantee and subcontractors. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subgrantees, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

19.2. Subgrantee. A subgrantee is a person or entity that has been awarded a portion of the work authorized by this CONTRACT by COUNTY. COUNTY must document any subaward through a formal legal agreement. COUNTY must provide timely notice to the STATE of any subgrantee(s) prior to the subgrantee(s) performing work under this CONTRACT.

19.3. Subgrantee Monitoring. COUNTY must monitor the activities of subgrantee(s) to ensure the subaward is used for authorized purposes and is in compliance with:

- a. the terms and conditions of this CONTRACT and the subaward;
- b. required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1) and other relevant statutes and regulations; and
- c. that subaward performance goals are achieved.

19.4. Subgrantee performance. If a subgrantee is determined to be performing unsatisfactorily by the State's Authorized Representative, the COUNTY will receive written notification that the subgrantee can no longer be used for this CONTRACT.

19.5. COUNTY responsibility. No subaward shall serve to terminate or in any way affect the primary legal responsibility of the COUNTY for timely and satisfactory performances of the obligations contemplated by this CONTRACT.

19.5. Payment. COUNTY must pay any subgrantee in accordance with subclause 4.2 of this CONTRACT.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity or expression, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

20.3 Grants management policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

20.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

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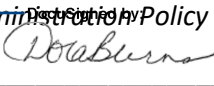
Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

By:  _____
5457B11AE8BB49D...

Date: 11/12/2025

Contract No: 279234

2. COUNTY

Signatory certifies that County’s articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory’s certification herein.

By: _____

Title: Human Services Director

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

County

State Authorized Representative

Attachment A: Becker County Budget				
BUDGET SUMMARY AND JUSTIFICATION FORM				
BUDGET SUMMARY Year 1		BUDGET SUMMARY Year 2		PROJECT TOTAL
January 1, 2026 to June 30, 2026		July 1, 2026 to December 31, 2026		
BRASS Code	TOTAL BUDGET FY26	BRASS Code	TOTAL BUDGET FY27	
111 – Mental Health Screening (up to 55%)	\$3,000.00	111 – Mental Health Screening (up to 55%)	\$3,000.00	
197 – Local Collaborative Undifferentiated Services		197 – Local Collaborative Undifferentiated Services		
401 – Information & Referral	\$5,000.00	401 – Information & Referral	\$5,000.00	
402 – Community Education & Prevention	\$9,000.00	402 – Community Education & Prevention	\$9,000.00	
404 – Client Outreach		404 – Client Outreach		
405 – Child Outpatient Diagnostic Assessment/Psychological Testing		405 – Child Outpatient Diagnostic Assessment/Psychological Testing		
407 – Early Identification & Intervention		407 – Early Identification & Intervention		
416 – Transportation		416 – Transportation		
430 – Other Family Community Support Services		430 – Other Family Community Support Services		
451 – Emergency Response Services		451 – Emergency Response Services		
453 – Child Outpatient Psychotherapy		453 – Child Outpatient Psychotherapy		
455 – Child Outpatient Medication Management		455 – Child Outpatient Medication Management		
457 – Child/Family Psychoeducation		457 – Child/Family Psychoeducation		
462 – Family Based Services	\$7,466.00	462 – Family Based Services	\$7,466.00	
467 – Child Day Treatment		467 – Child Day Treatment		
489 – Child Respite Care		489 – Child Respite Care		
490 – Child Rule 79 Case Management		490 – Child Rule 79 Case Management		
TOTAL FUNDS State Fiscal Year 2025	\$24,466.00	TOTAL FUNDS State Fiscal Year 2026	\$24,466.00	\$48,932.00

Becker County Public Health Services

712 Minnesota Avenue
Detroit Lakes, MN 56501
Phone: 218-847-5628 Fax: 218-847-6738



CONTRACT FOR SERVICE

FRAZEE-VERGAS PUBLIC SCHOOLS AND BECKER COUNTY PUBLIC HEALTH

Engagement, Frazee-Vergas Public Schools enters into agreement with Becker County Public Health

Whereas, Becker County Public Health completes the Child & Teen Check-Ups/Early Childhood Screenings:
Specific Ages: 3 years through 6 years
Rate: \$70.00 per child that is not active on Medical Assistance.
Required paperwork will be given to Frazee-Vergas Public school as check-ups are completed.

Whereas, Frazee-Vergas Public schools will send letters to the parents informing them their child's Child & Teen Check-Up/Early Childhood screenings is due and the parent/guardian should contact Becker County Public Health to schedule.

Term of Agreement, The term of this agreement will remain in full force and effect.
Parties to this agreement can request to withdraw with a written 60-day notice.

Signed: _____
Director, Becker County Human Services Date

Signed: _____
Chairman, Detroit Lakes School District Date

“AN EQUAL OPPORTUNITY EMPLOYER”

Becker County Public Health Services

712 Minnesota Avenue
Detroit Lakes, MN 56501
Phone: 218-847-5628 Fax: 218-847-6738



CONTRACT FOR SERVICE

DETROIT LAKES PUBLIC SCHOOLS AND BECKER COUNTY PUBLIC HEALTH

Engagement, Detroit Lakes Public Schools enters into agreement with Becker County Public Health

Whereas, Becker County Public Health completes the Child & Teen Check-Ups/Early Childhood Screenings:
Specific Ages: 3 years through 6 years
Rate: \$70.00 per child that is not active on Medical Assistance.
Required paperwork will be given to Detroit Lakes school as check-ups are completed.

Whereas, Detroit Lakes Public schools will send letters to the parents informing them their child's Child & Teen Check-Up/Early Childhood screenings is due and the parent/guardian should contact Becker County Public Health to schedule.

Term of Agreement, The term of this agreement will remain in full force and effect.
Parties to this agreement can request to withdraw with a written 60-day notice.

Signed: _____
Director, Becker County Human Services Date

Signed: _____
Chairman, Detroit Lakes School District Date

“AN EQUAL OPPORTUNITY EMPLOYER”

2026 Human Services Contract Information

BEHAVIORAL HEALTH

A1i. Lakeland Mental Health Center:

This is an agreement for outpatient mental health, outpatient psychiatric, Adult Rehabilitative Mental Health Services (ARMHS), Emergency Services, CTSS, Children's and Adult mental health case management and Rule 14 Community Support Services (CSP).

Outpatient Services -	\$254,287
ARMHS Group Services -	\$ 12,068
CTSS	\$ 28,731
RULE 14-Community Support Program	<u>\$ 87,540</u>
NTE	\$382,626

Contract Changes:

No Change

Termination Requirements:

6 Month Advance Written Notice

A1ii. Lakeland Mental Health Center:

This is an agreement to furnish Clinical Supervision for Rule 79 Adult and Children's Mental Health Case Management.

1 hour for travel, documentation, and/or emergency clinical consultations per month	\$141.14 per hour
1 hour of Clinical Supervision per month	\$141.14 per hour
NTE	\$3,386

Contract Changes:

No Change

Termination Requirements:

30 Days Advance Written Notice

A2. Solutions Behavioral Health:

This is an agreement for children's and adult mental health case management. Solutions bills MA directly at the contracted TCM rate.

Children's MH TCM Rate	\$897 or a \$72.78 per hour Non-MA Rate
Adult MH CM TCM Rate	\$518 or a \$72.78 per hour Non-MA Rate

Contract Changes:

**Increase in the CMH & AMH TCM rates set by DHS*

Termination Requirements:

30 Days Advance Written Notice

A3. Stellher Human Services:

This is an agreement for crisis stabilization services at the Willow Tree, mobile crisis teams, Children's Respite and the 24/7 crisis line. Crisis services and Willow Tree are covered under the State of Minnesota Crisis Grant.

Mobile Crisis Response	\$349,397
Willow Tree	<u>\$323,673</u>
NTE	\$673,070

Contract Changes:

**Decrease of \$36,066 to the Mobile Crisis Response due to a reduction in the allocation.*

**Increase of \$2,421 to Willow Tree to cover fringe benefits for staff to comply with grant requirements*

Termination Requirements:

30 Days Advance Written Notice

ADULT SERVICES

B1. Becker County DAC

This contract is to provide day training and habilitation services to persons with disabilities.

Residential Treatment Rates:

Full Day Program per day	\$ 75.47
Partial Day Program per day	\$ 48.38
Transportation	<u>\$ 10.96</u>
NTE	\$67,926

Contract Changes:

No Change

Termination Requirements:

30 Days Advance Written Notice

B2. Lutheran Social Services:

This is a contract for guardianship services and related services for indigent persons who are vulnerable due to mental illness, chemical dependency, or mental deceleration.

\$260 rate per client per month - Maximum of 9 clients

NTE \$28,080

Contract Changes:

No Changes

Termination Requirements:

30 Days Advance Written Notice

B3. Sourcewell:

Provide administration of adult fostercare licensing.

New applicant and annual license fee: \$ 2,100 DHS 50%/BC 50%

(Includes change of ownership for CRS settings)

There is no fee for a change of premise

DHS will collect the fees and reimburse counties their share.

NTE \$47,906

Contract Changes:

**Increase of \$1,396.00 which is the standard 3% yearly increase*

Termination Requirements:

30 Days Advance Written Notice

CHILDREN AND FAMILY SERVICES

C1-i. Lakes Crisis & Resource Center:

This contract is to provide Positive Connection Services such as parenting time and mentoring. Provides supervised visitation and mentoring/coaching to parents whose children are in out-of-home placement.

Billable Rates:

\$52 ph for Coaching

\$50 ph for Supervision

\$20 UA Testing

\$5 Breathalyzer Testing

\$25 ph onsite visit survey room wo/facilitator

No show/cancel rate 2 hours

\$30 ph travel time

NTE \$175,000

Contract Changes:

**Decrease of \$45,000.*

**Increase to the hourly billing rates: \$45 to \$52 and \$41 to \$50*

Termination Requirements:

30 Days Advance Written Notice

C1-ii. Lakes Crisis & Resource Center:

This contract is to provide PSOP Services (Parent Support Outreach). Provides early intervention and prevention services to high-risk families with children between the ages of 6 and 10 years, including concrete supports/flex funding. The PSOP funding allocation totaling **\$45,564** is split three ways between Becker County Human Services, Mahube, and Lakes Crisis & Resource Center. Mahube and Lakes Crisis & Resource Center will each receive an allocated amount of **\$15,188**. Becker County Human Services share of **\$15,188** will be used by the Behavioral Health PSOP worker.

Billable rate of \$50.00 per hour

NTE \$15,188

Contract Changes:

**Increase in the allocation of \$16,401 which results in an increase of \$5,467 to this contract*

Termination Requirements:

30 Days Advance Written Notice

C1-iii. Lakes Crisis & Resource Center:

This contract is to provide **FGDM** (Family Group Decision Making) services. Funding from the DHS Family Group Decision Making Grant in the amount of **\$97,554** for the fiscal year. This contract is for Becker along with 10 additional counties.

Billable rate of \$65.00 per hour

NTE \$97,554

Contract Changes:

No change

Termination Requirements:

30 Days Advance Written Notice

C2. Lutheran Social Services:

This contract is to provide Family-based Counseling, Family Life Skills, CTSS, Foster Family Support, and Child Welfare Targeted Case Management (CW-TCM). These services are funded through a combination of county, state and federal dollars including MA, CW-TCM, the DHS CMH Screening Grant, and VCAA funds. Home-based services are designed to prevent repeat child maltreatment, prevent out-of-home placement, and expedite reunification when children are placed.

Intensive In-Home rate \$79.41

Mental Health Service rate \$63.00

Professional Mental Health rate \$79.41

NTE \$250,000

Contract Changes:

**No Change to the NTE*

**Increase of 5% to the following hourly rates: \$75.63 to \$79.41 and \$60.00 to \$63.00*

Termination Requirements:

30 Days Advance Written Notice

C3. MAHUBE-OTWA:

This contract is to provide **PSOP Services** (Parent Support Outreach). Provides early intervention and prevention services to high-risk families with children between the ages of 6 and 10 years, including concrete supports/flex funding. The PSOP funding allocation totaling **\$45,564** is split three ways between Becker County Human Services, Mahube, and Lakes Crisis Center. Mahube

and Lakes Crisis Center will each receive an allocated amount of \$15,188. Becker County Human Services share of \$15,188 will be used by the Behavioral Health PSOP worker.

Billable rate of \$50.00 per hour

NTE \$15,188

Contract Changes:

**Increase in the allocation of \$16,401 which results in an increase of \$5,467 to this contract*

Termination Requirements:

30 Days Advance Written Notice

C4. Drug Testing Solutions:

Provide hair follicle testing

5 Panel testing - \$100

5 Panel with expanded Opiates Testing - \$110

NTE \$10,000

Contract Changes:

No Changes

Termination Requirements:

30 Days Advance Written Notice

C5. Sourcewell:

Provide administration of childcare licensing.

Background Fee \$25 - \$100

New applicant license fee - \$ 50

1 year license fee renewal - \$50

Fire Marshal Fee \$50

NTE \$61,890

Contract Changes:

**Increase of \$1,803.00 which is the standard 3% yearly increase*

Termination Requirements:

30 Days Advance Written Notice

C6. Community and Life Services:

Provides in-home family development and parenting services to families. Home based services are designed to prevent repeat child maltreatment, prevent out-of-home placement, and expedite reunification when children are placed. These services are funded through a combination of county, state and federal dollars including the DHS Opioid Allocation and VCAA funds

Family Development/Family Engagement Services - \$65 per hour

NTE \$36,000

Contract Changes:

No Changes

Termination Requirements:
60 Days Advance Written Notice

INCOME MAINTENANCE

D1. Rural Minnesota CEP:

This contract is to provide employment services for Becker County Clients within the outlined budget. CEP shall implement a Statement of Work for all programs and follow all Federal and State guidelines.

MFIP Employment Services - 47%	\$225,385
DWP Employment Services – 12%	\$ 12,074
Administration - 7.5%	<u>\$ 30,186</u>
Total	\$267,645

Contract Changes:

**Decrease of \$11,918 due to a decrease in the Allocation*

Termination Requirements:

30 Days Advance Written Notice

D2. MAHUBE-OTWA:

This agreement is for the purchase of administration of all Child Care Administration Programs.
10.96% of the Basic Sliding Fee Allocation (\$487,973) for Calendar year 2026.

NTE \$53,481

Contract Changes:

**Decrease of \$37,902 due to a decrease in the allocation*

Termination Requirements:

30 Days Advance Written Notice

CHILD SUPPORT

E1. Kevin Niemann:

This agreement with Kevin Niemann is for service of process of the legal papers for Child Support which helps establish paternity and secure financial support for minor children who are living apart from one or both parents. It is required by statute that individuals be personally served with documents for the legal action.

Service of Process: \$45 + IRS Rate per mile, with a minimum of 10 miles per service
Attempted Service: \$35 + IRS Rate per mile, with a minimum of 10 miles per service
Rush Request: \$25

NTE for this contract \$3,750
(1 of 2 contracts totaling \$5,000)

Contract Changes:

No Change

Termination Requirements:

30 Days Advance Written Notice

E2. Robert Strand:

This agreement with Robert Strand is for the process of the legal papers for Child Support which helps establish paternity and secure financial support for minor children who are living apart from one or both parents. It is required by statute that individuals be personally served with documents for legal action.

Service of Process: \$45 + IRS Rate per mile, with a minimum of 10 miles per service

Attempted Service: \$35 + IRS Rate per mile, with a minimum of 10 miles per service

Rush Request: \$25

NTE for this contract \$1,250

(1 of 2 contracts totaling \$5,000)

Contract Changes:

No Change

Termination Requirements:

30 Days Advance Written Notice

E3. Father's Resource Program:

This program involves eleven counties, Becker, Clay, Morrison, Grant, Otter Tail, Pope, Stevens, Todd, Traverse, Wadena and Wilkin, providing services through MAHUBE-OTWA Community Action Partnership, Inc. The program provides services to parents needing assistance regarding their child support, custody, and parenting time issues. They assist them in completion of legal documents to be filed with the court.

Becker County \$8,600

Contract Changes:

No Change

Termination Requirements:

30 Days Advance Written Notice

E3. IV-D Agreement: Including Becker County Attorney & Becker County Sheriff

Establish procedures for the provision of services to the Child Support Enforcement Program.

Billable Rate \$120 per hour County Attorney

2026 NTE **\$87,256**

2027 NTE **\$89,873**

Billable Rate \$35 per hour Bailiff

2026 NTE **\$5,000**

2027 NTE **\$5,000**

Contract Changes:

**Decrease of \$9,096 to the County Attorney NTE due to underutilization. An increase of 3% for 2027. Decrease of \$2,649 to the Bailiff NTE due to underutilization.*

**An Increase in the billing rate for the County Attorney from \$115 to \$120 per hour*

Termination Requirements:

30 Days Advance Written Notice

**JOINT POWERS AGREEMENT BETWEEN THE COUNTIES OF
BECKER, AND CLAY,
TO ESTABLISH A JOINT ENTITY COMMUNITY HEALTH BOARD**

THIS AGREEMENT is entered into by and among Becker County, and Clay County, hereinafter referred to as "Joint Participants," each acting through their respective County Boards to establish a joint Community Health Board (CHB) pursuant to Minnesota Statutes, Chapter 145A and Minn. Stat. 471.59, for purpose of establishing and maintain a cooperative system of community health services under local administration for an indefinite duration, subject to termination in accordance with Section VII below.

WHEREAS, For the purposes of adopting Bylaws, appointing key administrative roles, developing Delegation Agreements with County Boards, and the completion of other organizational duties necessary for the transition of services and actual implementation of the powers and duties of the Partnership4Health Community Health Board, (hereinafter CHB) this amended agreement shall be effective January 1, 2026.

WHEREAS Becker County, Clay County, Otter Tail County and Wilkin County previously entered a joint powers agreement for community health services and thereby created the Partnership4Health Board,

WHEREAS Becker County and Clay County, the joint participants desire to enter into an amended joint powers agreement for community health services retaining the name and tax identification number of Partnership4Health Community Health Board pursuant to Minnesota Statutes Chapter 145A, and pursuant to Minnesota Statute § 471.59,

WHEREAS it is desirable to set forth the Joint Participants' agreement in writing,

THEREFORE, the Joint Participants, in their joint and mutual exercise of their powers, hereto agree as follows:

SECTION I – Definitions

All terms used in this Agreement are defined in Minnesota Statutes Chapter 145A. All other terms shall have their plain and ordinary meaning.

SECTION II - Purpose

It is the intention of the Joint Participants that the formulation of a CHB and the delegation of certain duties to Community Health Board, as prescribed herein, will allow the citizens of each county to enjoy even more efficient local public health services and provide the foundation for a strong local public health system to meet the challenges of the future.

The CHB's purpose is to engage in activities designed to protect and promote the health of the general population within a community health service area by emphasizing the prevention of disease, injury, disability, and preventable death through the promotion of effective coordination and use of community resources, and by extending health services into the community. The areas of responsibility shall include:

1. assuring an adequate local public health infrastructure.
2. promoting healthy communities and healthy behaviors.
3. preventing the spread of infectious disease.
4. protecting against environmental health hazards.
5. preparing for and responding to emergencies; and
6. mobilizing community resources to address gaps in health services.

SECTION III - Name

The name of the CHB comprised of the Joint Participants shall be known as the Partnership4 Health Community Health Board (P4HCHB).

SECTION IV - Governing Board Composition, Appointment of Terms

A. The CHB shall be governed by a five-member board, with the members of that board appointed as follows:

1. Two county commissioners shall be appointed from each of the two represented counties,
2. One At Large community member may be recommended by the respective Public Health Director and be appointed by the respective county board of the Joint Participants.

Appointment of all members to the CHB shall be by the respective appointing authority and shall be made by January 31st of each year thereafter.

C. Terms:

Terms for county commissioners on the CHB shall be one year with no term limit.

The term for At Large community member shall be a three-year term and rotated between the 2 counties. The three-year rotation schedule will be in the following order: Clay and Becker.

SECTION V - Authority and Duties of the Combined Community Health Board:

- A. **Powers and Duties** - The CHB shall possess all the powers and duties now assigned by the law, pursuant to Minnesota Statutes Chapter 145A, as now enacted or hereinafter amended. The Community Health Board shall possess all other powers and duties assigned by law to such Community Health Board, pursuant to Minnesota Statutes Chapter 145A, as now enacted or hereinafter amended, and as more specifically delegated to it in the Delegation Agreement attached hereto and incorporated herein in compliance with Minnesota Statutes Chapter 145A.
- B. **Employees** - The CHB will not employ staff. The CHB will purchase services through contracting with the joint participants, community organizations or independent contractors or agents as necessary to carry out the provisions of this Agreement and the requirements of Minnesota Statutes Chapter 145A, as now enacted or hereinafter amended.

- C. Acquisition of Property; Acceptance of Funds. Collection of Fees - The CHB by any lawful means, including gifts, purchase, lease or transfer of custodial control, may acquire and hold in the name of the CHB, the lands, buildings and equipment necessary and incident to the accomplishment of the purposes of Minnesota Statutes Chapter 145A, as now enacted or hereinafter amended, and may accept gifts, grants and subsidies from any lawful source. The CHB may also apply for and accept state and federal funds, may request and accept local tax funds, and may establish and collect reasonable fees for community health services.
- D. Funding- The CHB shall coordinate local, state, and federal services and funding for public health services. The CHB shall expend funds in accordance with the annual approved budget and local priorities
- E. Disbursement of Funds - The CHB shall develop criteria for distribution of resources to the Public Health Departments of the joint participants. The CHB shall develop guidelines to select the service delivery model for programs for which the CHB is fiscally responsible. The CHB may provide for disbursements from public funds to carry out the purposes of this Agreement. The method of disbursement shall agree, as far as practicable, with the method provided by law for the disbursement of funds by the Joint Participants. The CHB shall be strictly accountable for maintaining records of all funds and reports of all receipts and disbursements.
- F. Contracts for Services - The CHB may contract for services from private firms, non-profit corporations, primary and secondary schools, state and local government agencies, or other community agencies to avoid unnecessary duplication of services and to realize cost advantages. Contracts shall be awarded on the basis of benefit/cost comparisons and the ability to provide the services.
- G. Coordination of Services - The CHB shall coordinate public health services designed to protect and promote the health of the general population of the CHB by emphasizing the prevention of disease, injury, disability, and preventable death through the promotion of effective coordination and use of community resources or by extending health services into the community; it shall ensure responsible medical consultation and direction from a licensed physician; and it shall coordinate public health service related to environmental health and regulatory services in the community.
- H. Establishing Local Priorities and Evaluation of Health Services - As a condition of qualifying for the Local Public Health Grant Funding, the CHB shall:
1. Establish local priorities based on an assessment of community health needs and assets.
 2. Determine mechanisms to address the priorities and achieve statewide outcomes within the limits of available funding, as required by Minnesota Statutes.
 3. The CHB also shall evaluate the effectiveness and efficiency of community health services systems and programs.

- I. Equal Access to Services - The CHB shall identify community health needs and set priorities among the needs for the broad range of community health services, including but not limited to the health needs of residents, minorities, non-residents, tourists, and migrants. The CHB shall ensure that services are accessible to all persons on the basis of need, so that no one is denied services because of race, color, sex, age, language, religion, nationality, economic status, political persuasion or place of residence, as provided by Minnesota Statutes.
- J. Reports - The CHB shall submit such reports on its expenditures and activities as is necessary for monitoring public health services and as required by Minnesota law.
- K. Bylaws- The CHB shall conduct business according to its approved bylaws, which will be reviewed annually.

SECTION VI - Indemnification and Hold Harmless

- A. Applicability. The CHB shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The CHB shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protection of M.S. 466.
- B. Indemnification and Hold Harmless. The CHB shall fully defend, indemnify, and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or agents of the CHB. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a 'cooperative activity' and it is the intent of the Parties that they shall be deemed a 'single governmental unit' for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a (a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

The Parties of this Agreement are not liable for the acts or omissions of other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other parties.

SECTION VII - Term of Agreement

- A. Term - This Agreement shall be continued from year to year until terminated as provided herein.
- B. Termination - This Agreement may be terminated by withdrawal from the CHB of any member county board of any of the Joint Participants.

- C. Withdrawal - The counties that are members of the CHB may withdraw from this Agreement by serving a copy of a resolution of withdrawal, duly passed by its governing body, upon the chairperson of the county boards and the auditor of the other counties participating in this Agreement. The withdrawing county also shall serve a copy of the resolution of withdrawal upon the Commissioner of Health for the State of Minnesota. The withdrawing county shall serve the resolution of withdrawal at least one (1) year before the beginning of the calendar year in which the withdrawal is intended to take place, in accordance with Minnesota Statutes Chapter 145A, as now enacted or hereinafter amended. Service of the resolution of withdrawal shall be made in writing and delivered electronically with a return receipt or by first class mail and the date of service shall be one week after the date of the notice.
- D. Termination Payment of Expenses - Upon termination of this Agreement the payment of expenses of the CHB shall be governed as follows:
1. No distribution of any share of uncommitted surplus funds shall be made until all operating expenses (excluding payroll expenses) incurred during the operation of the CHB have been fully paid and satisfied.
 2. Upon the termination date of this Agreement, all funds may be transferred to the fiscal host until all operating expenses (excluding employee expenses) have been paid.
 3. The authority of the fiscal host to continue to disburse funds of the CHB after the termination date of this Agreement shall continue for a period of not more than six (6) months.
 4. If the authority of the fiscal host to expend funds or sign documents on behalf of the CHB is needed for more than six (6) months, a resolution of each member county board shall be sufficient authority to continue to handle the funds until terminated as set forth by the Resolution adopted by the county boards.
- E. Termination Transition Oversight - If there are any expenses incurred in connection with the termination of the CHB after the termination date of this Agreement, the member counties agree to pay their share of the said expenses based on current year Community Health Board budget.
- F. Termination Grant Closeout - Any grant moneys received during the operation of the CHB which have not been earned by the time of the effective date of the termination of this Agreement shall first be distributed according to the grant agreement with the granting agency (i.e. MOH, OHS) and if not otherwise specified in the grant proposal or agreement, said monies shall be distributed in the following order:
1. Returned to the agency supplying the grant funds or distributed as instructed by said agency or as provided in the Grant.
 2. Distributed to the county which will continue to provide the services by said grant.

- G. Termination Distribution of Property - Upon the termination of this Agreement, any property and/or funds under the control of the CHB as defined herein shall be returned to each Joint Participant in proportion to its relative financial contributions to the CHB.

SECTION VIII - Modification of Agreement

Any modifications, amendments, or alterations to the provisions of this Agreement shall only be valid if they are reduced to writing and approved and signed by all by respective County Boards.

SECTION IX- Execution - Entire Agreement

This Agreement shall be executed pursuant to resolution adopted by the participating County Boards.

This Agreement shall constitute the entire Agreement of the parties and shall supersede and amend any previous written agreement and any previous contemporaneous oral agreement of the parties.

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

Original: Adopted November 2013

Amended: October 16, 2025

Signatures on separate pages-

Adopted by the Becker County Board of Commissioners on this day: _____

Chairperson, Becker County Board of Commissioners

County Administrator, Becker County

Health and Human Services Director, Becker County

Approved as to form and content:

Becker County Attorney

Adopted by the Clay County Board of Commissioners on this day: _____

Chairperson, Clay County Board of Commissioners

County Administrator, Clay County

Public Health Director, Clay County

Approved as to form and content:

Clay County Attorney

BYLAWS
OF
Partnership4Health Community Health Board

Article I
Name/Purpose

Section 1: The name of the Community Health Board Joint Powers shall be Partnership4Health Community Health Board (P4HCHB), as established in the Joint Powers Agreement between the Counties of Becker and Clay, to establish a joint entity Community Health Board (CHB).

These adopted bylaws constitute the rules governing Partnership4Health Community Health Board. The most current edition of Robert's Rules of Order shall be adopted to determine the conduct of regular, special and emergency meetings.

Section 2: Partnership4Health is organized for the purpose of providing public health services pursuant to Minnesota Statute 145A, and the foundation for a strong local public health system to meet the challenges of the future. As outlined in the National Association of Local Boards of Health, the six functions of public health governance are:

1. Policy Development: to lead and contribute to the development of policies that protect, promote, and improve public health while ensuring that the CHB and its joint participants remain consistent with the laws and rules local, state, and federal to which it is subject.
2. Resource Stewardship: to assure the availability of adequate (legal, financial, human, technological, and material) resources to perform essential public health services.
3. Legal Authority: to exercise legal authority as applicable by law and understand the roles, responsibilities, obligations, and functions of the governing body, health officer, and contracted agents/staff.
4. Partner Engagement: to build and strengthen community partnerships through education and engagement to ensure the collaboration of all relevant stakeholders in promoting and protecting the community's health.
5. Continuous Improvement: to routinely evaluate, monitor, and set measurable outcomes for improving community health status and the public health departments/governing body's own ability to meet its responsibilities.
6. Oversight: to assume ultimate responsibility for public health performance in the community by providing necessary leadership and guidance in order to support the public health departments in achieving measurable outcomes.

The National Association of Local Boards of Health governance functions align with the National Public Health ten Essential Services and the Core Foundational Public Health Services.

Section 3: The CHB parties agree to abide by the terms and conditions of the Joint Powers Agreement, bylaws, policies, delegation agreements, and procedures adopted by the CHB.

Article II

Membership

Section 1: The CHB shall be governed by five members: with the members of the board appointed as follows:

1. Two County Commissioners shall be appointed from each of the two represented counties.
2. One At Large community member may be recommended by the respective county Public Health Director and be appointed by the respective county board of the Joint Participants

Section 2: The appointment of all members to the CHB shall be by the respective appointing authority and shall be made by January 31st of each year.

Section 3: Terms for the County Commissioners on the CHB shall be for one year with no term limits. Term for At Large community members shall be a three-year term and rotate between the two counties.

Section 4: County Commissioner Board members shall receive per diem allowance and travel allowance through their respective appointing entities. The At Large community member shall receive per diem allowance and travel allowance as the Community Health Board may determine, and which is consistent with Minnesota law.

Article III

Officers/Decision-making

Section 1: There shall be a chairperson and a vice-chairperson, each of whom shall be elected annually at the first meeting of the calendar year.

Section 2: The chairperson shall preside at all Community Health Board meetings. The chair shall be responsible for representing official positions and statements formulated by the CHB. The chair shall also perform all duties common to the office of chairperson and as the CHB may designate.

Section 3: The Vice Chair shall assume the powers and duties of the chairperson during periods of his/her absence and shall perform such additional duties and functions as the CHB may direct.

Section 4: The recording secretary shall be furnished by the public health department of the appointed administrative agency. The administrative agency appointed under the appointed CHS Administrator shall keep the minutes of the CHB meetings and shall attend to the delivery of notices and agenda for CHB meetings and perform such additional duties as the CHB may direct.

Section 5: Each Community Health Board member shall be entitled to one (1) vote on the CHB. Votes shall be cast in person by the member. Voting shall be by voice vote. A quorum shall consist of a majority of the members representing the two (2) counties. All CHB actions shall be determined by a simple majority of the votes cast at a meeting of the CHB.

Section 6: Vacancies, due to resignation or other reasons, shall be filled by appointment of the county board with a vacancy. Officer vacancies will be filled by election at the next scheduled meeting.

Article IV

General/Special/Annual Meetings

Section 1: All meetings of the CHB shall be conducted in a manner consistent with the Minnesota Open Meeting Law Chapter 13 D. There shall be a minimum of two meetings per year on such dates and at such times and places as the CHB shall determine. The first meeting of the year will be the annual meeting with elections and appointments. Special meetings or emergency meetings under Chapter 13 D may be called by the chairperson or upon request of one (1) or both counties. Notice of regular meetings shall be provided to each CHB member at least seven (7) calendar days prior to the date of the meeting and posted in accordance with the open meeting law. Notices shall include an agenda. All proceedings of the CHB shall be open to the public unless appropriately closed pursuant to law. All votes taken by members of the CHB shall be recorded and shall become matters of public record.

Section 2: Meetings by telephone or interactive technology: Pursuant to Minn. Stat. 13D.02, a board member may be considered present at the meeting for the purposes of determining quorum and participating in all proceedings from a remote location via interactive technology if the following conditions are met: "Interactive technology" means a device, software program or other application that allows individuals in different physical locations to see and hear one another (Minn. Stat. § 13D.001, subd. 2). All members of the body participating in the meeting, wherever their physical location, can hear and see one another and can hear and see all discussion and testimony presented at any location at which at least one member is present.

1. Members of the public present at the regular meeting location of the body can hear and see all discussion and testimony and all votes of all members of the body.
2. At least one member of the body is physically present at the regular meeting location.
3. All votes are conducted by roll call so each member's vote on each issue can be identified and recorded.

4. Each location at which a member of the body is present is open and accessible to the public. There are two exceptions to the requirement that the board members' remote location be open and accessible to the public. The first applies to board members who are serving in the military and are at a required drill, deployed or on active duty. The second exception is when a board member has been advised by a health care professional against being in a public place for personal or family medical reasons. These limited exceptions to the open and accessible requirement can be used by a board member no more than three times in a calendar year. The minutes for a meeting conducted under Section 13D.02 will reflect the names of any members appearing by interactive technology and state the reason or reasons for the appearance by interactive technology.
5. Pursuant to Minn. Stat. 13D.021, meetings may be conducted by telephone or other electronic means if the following conditions are met:
 - a) CHS Administrator or Board Chairperson determines that an in-person meeting, or a meeting conducted under section 13D.02, is not practical or prudent because of a health pandemic or an emergency declaration under Chapter 12.
 - b) All members of the entity participating in the meeting, wherever their physical location, can hear one another and can hear all discussion and testimony.
 - c) Members of the public present at the regular meeting location of the entity can hear all discussion and all votes of members of the entity and participate in testimony.
 - d) at least one member of the entity is physically present at the regular meeting location; and
 - e) All votes are conducted by roll call, so each member's vote on each issue can be identified and recorded.
 - f) Each member of the entity participating in a meeting by telephone or interactive technology is considered present at the meeting for purposes of determining a quorum and participating in all proceedings.
 - g) If telephone means is used for voting, signature of confirmation is to be attained and noted in the meeting minutes.
6. If telephone or interactive technology is used to conduct a meeting, the entity shall allow a person to monitor the meeting electronically from a remote location. The entity may require the person making a connection to pay for documented marginal costs that the entity incurs as a result of the additional connection. Pursuant to Minn. Stat. 13D.02 Subd. 4, if interactive technology is used to conduct a regular, special, or emergency meeting, the entity shall provide notice of the regular meeting location and notice of any site where a member of the public body will be participating in the meeting by interactive technology. Members appearing remotely must be appearing from a public place. The timing and method of providing notice will depend on whether the meeting is a regular, special or emergency meeting. To the extent Open Meeting Law contradicts this, the Open Meeting Law supersedes.

Section 3: Public input shall be assured by the CHB on public health matters relating to the development, maintenance, funding and evaluation of community health services via community member representation on the CHB and staff participation on community coalitions and workgroups.

Article V

Agents

Section 1: The CHB shall appoint CHS administrator to act on its behalf. The board shall notify the Minnesota Commissioner of Health of the CHS administrator's contact information and submit a copy of the resolution authorizing the CHS administrator to act as agent on the board's behalf and authorize a Community Health Services Administrator and fiscal host. The CHB agent of the board shall act on the CHBs behalf and bind the CHB for the following purposes:

1. To serve as the CHBs agents according to Minnesota Statutes 145A in communicating with the Commissioner of Health between Community Health Board meetings, including receiving information from the Commissioner and disseminating information to the Commissioner on the CHBs behalf.
2. To sign and submit to the Commissioner the established local public health priorities and the mechanism to address the priorities and achieve statewide outcomes within the limits of available funding according to Minnesota Statutes. 145A.
3. To sign and submit to the Commissioner the CHBs annual budget, revisions to the budget and expenditure reports submitted according to Minnesota Statutes. 145A.
4. To sign and execute, on behalf of the CHB, contracts for funding under Grants Contracts administered by the Commissioner of Health or other entities as deemed appropriate by the CHB.
5. To appoint one representative and one alternate to serve on the State Community Health Services Advisory Committee.

Article VI

Administrative and Program Management

Section 1: Administration and Legal Consultant: Prior to December 1st of each year, the Community Health Board shall appoint one of the Joint Participants to serve as the CHS Administration and Legal Consultant agency for the Community Health Board for the next calendar year. The duties and responsibilities of the Administration and Legal Consultant Agency, and the relevant county officials shall be set forth in a separate document between the Community Health Board and the Governing Board of the appointed agency.

Section 2: Finance: Prior to December 1st of each year the Community Health Board shall appoint one of the Joint Participants to serve as the Fiscal Agent for the Community Health Board, in cooperation with its Auditor for the next calendar year. The

duties and responsibilities of the Fiscal Agent, and the relevant county officials shall be set forth in a separate document between the Community Health Board and the Governing Board of the appointed agency.

Section 3: Assessment and Planning: Prior to December 1st of each year, the Community Health Board shall appoint one of the Joint Participants to serve as the CHS Assessment and Planning Agency for the next calendar year. The duties and responsibilities of the CHS Assessment and Planning Agency shall be set forth in a separate document between the Community Health Board and the Governing Board of the appointed agency.

Section 4: Performance Management: Prior to December 1st of each year the Community Health Board shall appoint one of the Joint Participants to serve as the CHS Performance Management Agency for the Community Health Board for the next calendar year. The duties and responsibilities of the CHS Performance Manager Agency shall be set forth in a separate document between the Community Health Board and the Governing Board of the agency appointed.

Article VII

Records, Accounts, and Reports

Section 1: The books and records, including minutes and the originally executed Agreements, of the CHB shall be subject to the provisions of Minn. Stat. Ch.13. They shall be maintained by the Administrative/Legal and the Fiscal Agents for the CHB.

Section 2: The CHB will ensure strict accountabilities for all funds of the organization and will require reports on all receipts and disbursements made to, or on behalf of the CHB. All funds shall be accounted for according to generally accepted accounting principles and shall be subject to an annual audit by the State Auditor.

Section 3: An audit for the CHB will be completed in accordance with auditing procedures for the joint participant acting as the Fiscal Agent for the Board.

Article VIII

Budget and Accounting Services

Section 1: Each public health department shall prepare and obtain approval of their respective budget and submit to the CHB Fiscal Agent. The budget preparation shall account for funding required as match for grants and projects; shared costs incurred for operation of the CHB or joint projects, and for the unique programs provided by the respective public health department.

Section 2: In recognition of direct and indirect support services provided by each county for the cross-jurisdictional functions including administrative, accounting, auditing, legal services, community assessment, planning and performance management and administrative fees will be determined annually during the budget process.

Section 3: The CHB shall obtain and maintain liability insurance and may obtain such other insurance as it deems necessary.

Section 4: The CHB will develop an annual budget, dependent upon budget reserves and/or anticipated continued grants, project funding, fees, contracts, and tax allocations. The budget may be modified as needed to meet the actual grant or funding amounts and requirements.

Article IX

Bylaws Review & Amendment

Section 1: These Bylaws will be reviewed yearly at the Annual Meeting.

Section 2: These Bylaws may be amended by a vote of the majority of the members of the CHB at any meeting of the CHB, provided that notice of such proposed amendments have been given in writing at least ten (10) days in advance to all members. The CHB shall forthwith notify the members of any and all amendments adopted.

Original version adopted 2014

Revised: 2020, 2022, 2025

Signatures on separate pages-

Adopted by the Becker County Board of Commissioners on this day: _____

Chairperson, Becker County Board of Commissioners

County Administrator, Becker County

Health and Human Services Director, Becker County

Approved as to form and content:

Becker County Attorney

Commissioner, Minnesota Department of Health

Adopted by the Clay County Board of Commissioners on this day: _____

Chairperson, Clay County Board of Commissioners

County Administrator, Clay County

Public Health Director, Clay County

Approved as to form and content:

Clay County Attorney

DELEGATION AGREEMENT BETWEEN
THE PARTNERSHIP4HEALTH COMMUNITY HEALTH BOARD
AND BECKER COUNTY LOCAL BOARD OF HEALTH

THIS AGREEMENT, made effective this 1st day of January 2026, regardless of the date of the signatures hereunder, by and between the Partnership4Health Community Health Board (hereinafter designated Community Health Board), and the Becker County Local Board of Health (hereinafter designated as Local Board of Health), shall be for the purpose of delegating certain powers and duties from the Community Health Board to the Local Board of Health.

Section 1. Definitions. The terms used in this Agreement shall have those definitions described in the attached Joint Powers Agreement between Becker County and Clay County.

Section 2. The Local Board of Health shall be delegated all of the powers and duties of a board of health under Minnesota Statutes 145A and all powers and duties which may be delegated to a local board of health under any other laws.

Section 3. The criteria that the Community Health Board shall use to determine if the performance of the Local Board of Health meets appropriate standards will be as follows:

- A. The Local Board of Health shall avail itself of medical consultation services secured by the Local Board of Health or the represented Public Health Agency.
- B. The Local Board of Health shall distribute vaccine in accordance with the Minnesota Department of Health (MDH) policy.
- C. The Local Board of Health shall ensure proper reporting and control of communicable diseases.
- D. The Local Board of Health shall enforce public health nuisance laws, ordinances, and rules.
- E. The Local Board of Health shall prepare reports on expenditures and activities.

F. The Local Board of Health shall provide matching funds as required by MINNESOTA STATUTES 145A.

G. The MDH Document “Summary of Powers and Duties” provides additional information about the powers and duties of a Board of Health and a Community Health Board and is attached to this agreement as Exhibit A.

Section 4. The Local Board of Health may perform licensing, inspection, or enforcement duties under this Agreement in accordance with activities which are approved by separate agreement by the Partnership4Health Community Health Board.

Section 5. During the course of the Agreement, the Community Health Board shall, perform audits necessary to monitor compliance with this Agreement. The CHB will not perform any of the delegated duties specified herein, unless the parties otherwise agree in writing that the Community Health Board may perform certain specified duties.

Section 6. The Community Health Board shall consult with, advise, assist or direct the Local Board of Health as needed, or as requested by the Local Board of Health, in the performance of the duties of the Local Board of Health under this Agreement.

Section 7. This Agreement does not alter the responsibility of the Community Health Board for the performance of duties which it must undertake and maintain by law. The CHS Medical Consultant responsibilities of the CHB shall be performed by each individual County’s medical consultant.

Section 8. The Community Health Board shall designate and distribute CHB contracted funds to the Public Health Department established by the Local Board of Health in accordance with the responsibilities delegated to the Local Board of Health. The Local Board of Health agrees its Public Health Department will be accountable for appropriate expenditure of grant funds.

IN WITNESS WHEREOF,

Adopted by the Becker County Board of Commissioners on

this _____ day of _____
(Month and year)

Becker County Board of Commissioners Chairperson,

Becker County County Administrator,

Approved as to form and content

Becker County County Attorney,

Adopted by the Partnership4Health Community Health Board on

this _____ day of _____
(Month and year)

Partnership4Health Community Health Board Chairperson,

Approved as to form and content

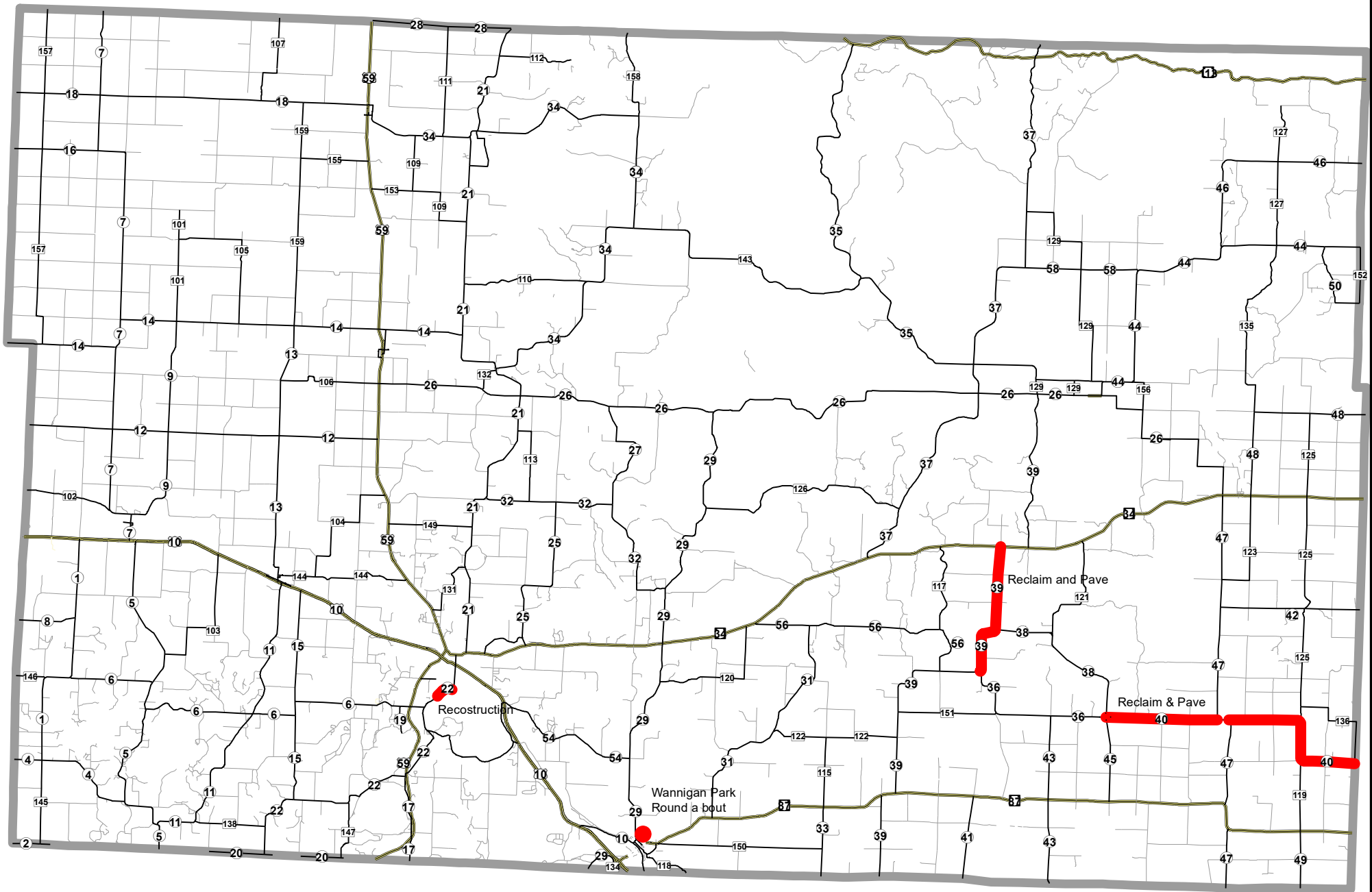
Attorney for the Community Health Board

Approved by the Minnesota Department of Health on

this _____ day of _____
(Month and year)

Commissioner, Minnesota Department of Health

2026 Proposed SMART Projects

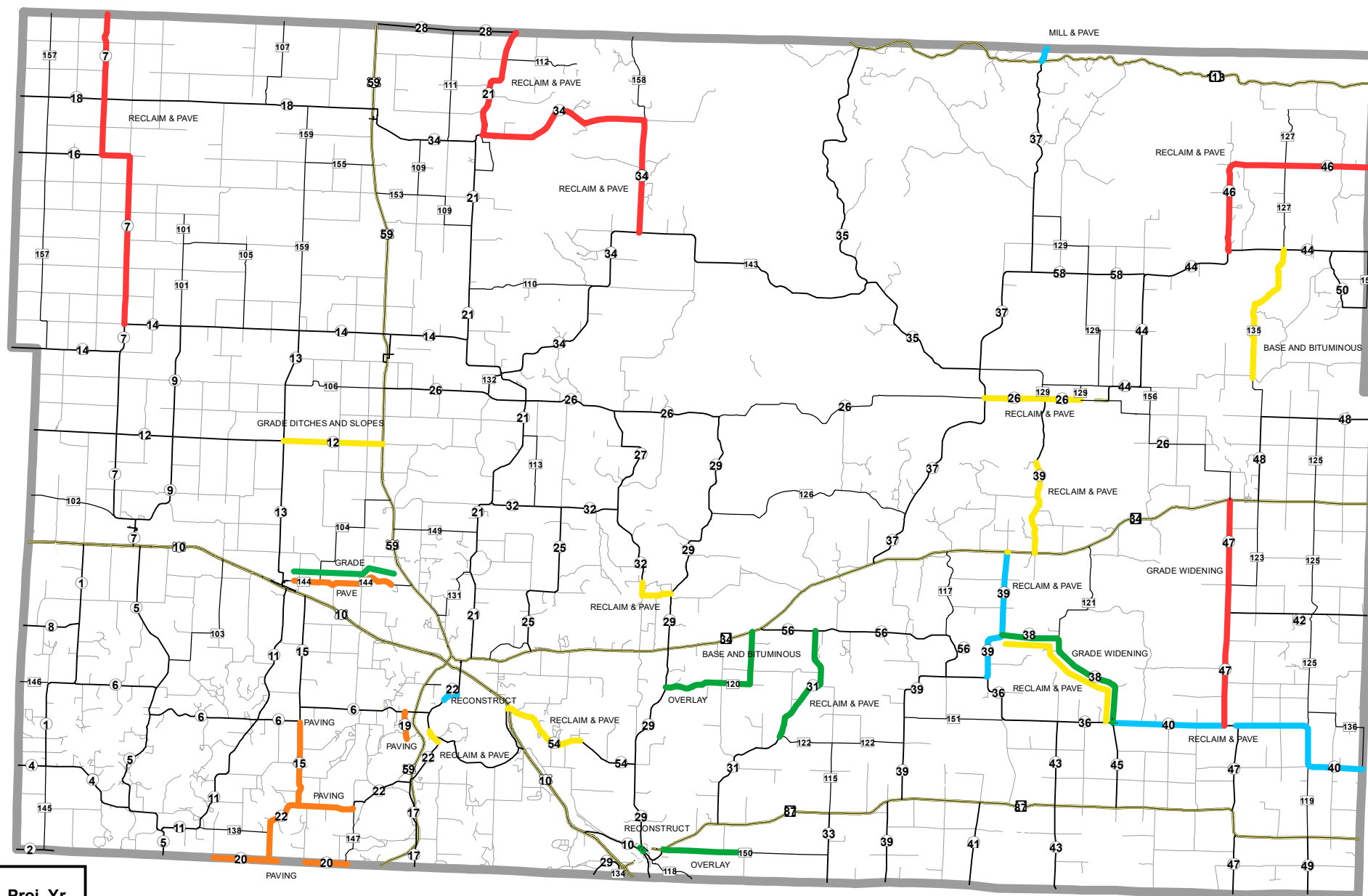


Prepared by:
Becker County
Highway Department
12/8/2025

2026 Five Year Construction Improvement Plan 2026-2030

Page 91 of 104

2026 BECKER COUNTY HIGHWAY FIVE YEAR PLAN



Proj_Yr

- 2026
- 2027
- 2028
- 2029
- 2030

Prepared by:
Becker County
Highway Department
11/25/2025

AGREEMENT FOR RECONSTRUCTION
OF COUNTY STATE AID HIGHWAY NO. 22

THIS AGREEMENT made and entered on the last day of execution below, between the County of Becker, Minnesota, referred to herein as “County”, and the City of Detroit Lakes, Minnesota, referred to herein as “Municipality.”

RECITALS

1. The County is the road authority for Becker County State Aid Highway #22, which is located, in part, within the corporate limits of the Municipality.
2. The County will reconstruct the roadway and install storm sewer utility drainage facilities for County State Aid Highway #22 in the Municipality, identified also as West Lake Drive, from Washington Avenue to Legion Road, a distance of approximately 0.60 miles. The County reconstruction will include a new +/- thirty-six (36) foot wide, urban section (with curb and gutter), concrete or bituminous surface roadway, with a stormwater collection and treatment system.
3. The Municipality will construct a +/- ten (10) foot wide multi-use trail located within the County State Aid Highway #22 right of way in the Municipality from Washington Avenue to Legion Road, a distance of approximately 0.60 miles.
4. The Municipality will replace, repair, and/or relocate water mains located within the County State Aid Highway #22 right of way in the Municipality from Washington Avenue to Legion Road, a distance of approximately 0.60 miles, as deemed necessary by the municipality or to accommodate the Project. Additionally, the City plans to construct various enhancements that go beyond the typical reconstruction of a roadway. These could include items such as streetscapes, plantings, improvements to the adjacent beach, parking lot(s), public art accommodations, benches, trash receptacles, etc.
5. The County and Municipality wish to clearly identify their mutual duties and responsibilities with respect to the improvements described in this agreement, collectively referred to herein as the "Project."

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the parties agree as follows:

1. Recitals. The recitals set forth above are incorporated by reference as if fully set forth herein.

2. Purpose. The purpose of this Agreement is to define the rights and obligations of the parties with respect to the Project.

3. Scope of Work. The County and Municipality shall coordinate the preparation of plans and construction for the Project.

4. Responsibilities of County.

a. Provide all available data and information, including prior construction plans and specifications, surveys and inspection reports, to the Municipality.

b. The County shall be responsible for the management of the right of way of County State Aid Highway #22 within the Municipality and shall be responsible for acquiring any additional right of way needed to complete the Project with at least a 66.00 foot wide public right of way. All right of way management and acquisition shall be a County expense.

c. Review and approve all plans, specifications and bid documents provided by the Municipality.

d. Consult with the Municipal Engineer regarding the design, bidding and construction of the improvements.

e. Pay for the following Project costs:

1) Pro-rated portion of professional services and administrative costs including preliminary, design, and construction engineering, administration, and inspection, geotechnical investigation and material testing, and permitting costs based on the respective construction cost participation.

2) 100 percent of the cost associated with right-of-way and/or easement acquisition as needed to construct the proposed improvements.

3) 100 percent of the cost associated with the street reconstruction which will include a +/- 36' wide urban section with concrete and/or bituminous pavement surface, 10-ton axle bearing capacity, and colored/textured concrete boulevard, or other enhancement, landscaping or treatment, between the multi-use trail and street.

4) 100 percent of the cost of storm sewer utility including collection, conveyance and treatment infrastructure associated with the immediate project area, as determined by MnDOT State-Aid hydraulics engineer's review/determination (completed as part of the MnDOT State-Aid plan review process).

5) 100 percent of the standard street lighting replacement costs, for roadway lighting. Standard street lighting shall be considered coated aluminum cobra head style poles with LED fixtures, meeting MnDOT lighting standards, screw-in bases, and all electric power supply.

6) 100 percent of the costs associated with the construction of the multi-use trail with the exception of the \$700,000 (Transportation Alternatives Grant Funding) City contribution to the construction of the multi-use trail.

7) 100 percent of all landscaping costs including but not limited to landscape beds, decorative bollards, flagpoles, plantings, trees and decorative retaining walls associated with the street reconstruction project.

8) Unless otherwise specified in this agreement, 100 percent of all other ancillary construction costs incurred in conjunction with the street reconstruction. Cost and construction activities, such as (including but not limited

to) mobilization traffic control, turf restoration, erosion/sediment control, that are inflated by City proposed improvements will be prorated based on overall construction cost participation unless otherwise mutually agreed to.

f. Administer all Minnesota Department of Transportation State Aid Division requirements and County State Aid Highway project related forms, payment requests and certifications, etc., which are related to all County Federal or State Aid funding which may be utilized by the County in funding the Project. Direct and oversee any work completed by Municipal Engineer related to review, approvals, administration, or other compliance related to state-aid requirements.

5. Responsibilities of the Municipality

a. The Municipality shall prepare and provide plans, specifications, bid documents and construction inspection for the project in accordance with Minnesota Department of Transportation State Aid Division and other applicable requirements.

b. Review preliminary plans, specifications and bid documents with the County and MNDOT State Aid Division Officials. Direct revision of plans, specifications, and bid documents as required.

c. Submit final plans, specifications, bid documents, and other related administrative documentation as required to the County and MNDOT State Aid Division for approval.

d. Develop and administer Project in accordance with the requirements of the MNDOT Delegated Contract Process (requirement of Federal funding) and prepare and submit all related documentation.

e. Conduct the bid opening and coordinate with the County regarding the bid award, including selection of bid alternates.

- f. Contract with the construction contractor.
- g. Report and coordinate with the County regarding the progress of construction.
- h. Municipality shall pay for the following costs:
 - 1) Pro-rated portion of professional services and administrative costs including preliminary, design, and construction engineering, administration, and inspection, geotechnical investigation and material testing, and permitting costs based on the respective construction cost participation.
 - 2) \$700,000 of the total cost of the construction of the multi-use trail improvements, consisting of a +/-10' wide concrete surface and associated base and subgrade construction.
 - 3) 100 percent of the costs related to the repair, replacement, or relocation of municipal utilities including any necessary electrical distribution infrastructure (exclusive of roadway lighting), sanitary sewer, and watermain.
 - 4) 100 percent of the costs related to the repair, replacement, or relocation of stormwater conveyance improvements attributed to upstream City contributing areas that impact the design/cost of the Project stormwater conveyance, as determined by MnDOT State-Aid hydraulics engineer's review/determination (completed as part of the MnDOT State-Aid plan review process).
 - 5) 100% of the costs associated with the construction of City Beach improvements with the exception of the reconstruction of the boat launch.
 - 6) 100% of the costs associated with the reconstruction of the boat launch.

6. Cost Management.

a. Municipality shall account for and administer payment of all project costs including design, engineering, and construction costs as identified in paragraphs 4 and 5.

b. County shall reimburse the Municipality for its share of all project costs as identified in paragraph 4 within 14 days of receipt of an invoice from the Municipality.

c. The Municipality shall supply such information as necessary for the County to administer and receive State Aid funding for the project.

d. At project close out, the Municipality will provide the County with an invoice detailing the total project costs, costs paid to date, the share paid to date by the County and the amount remaining to be reimbursed by the County. This billing will include the retainage of construction costs due to the contractor and any overage on items that are the County's, as identified in paragraph 4.

7. Termination. Prior to awarding any bids for the project this Agreement may be terminated by the County or Municipality upon seven (7) days written notice should either party fail substantially to perform in accordance with the terms of this Agreement. In the event of termination, the County or Municipality shall be compensated for all services performed and costs paid or incurred to the termination date. All provisions of this Agreement allocating responsibility or liability between the County and Municipality shall survive the completion of the project hereunder and/or the termination of this Agreement. Once construction contracts are awarded neither the County nor the Municipality may terminate this agreement.

8. Notice. Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid and depositing the same in the United States Postal Service, addressed to:

For the County:

Becker County Engineer
Becker County Highway Department
1771 N Tower Rd
Detroit Lakes, MN 56501

For the Municipality:

City Administrator
City of Detroit Lakes
1025 Roosevelt Ave
Detroit Lakes, MN 56502-0647

9. Records. The Municipality shall make available for review and copying, at reasonable times upon request by the County, any documents, records, memoranda or other such items relating to the Project in the Municipality's possession. The Municipality shall specifically keep detailed concise records verifying any work for which compensation is requested or any other extraordinary or miscellaneous expenses arising out of the performance of this Agreement. The Municipality shall keep detailed records pertaining to any controversies, disputes or problems, which affect or could affect the quality or acceptance of the work by County.

10. Reuse of Documents. All documents, drawings, plan, specifications and related materials and data are and shall remain the property of the Municipality and County whether the project for which they are made is executed or not. Both parties shall be permitted to retain copies, including reproducible copies of drawings and specifications for information and reference in connection with their respective use and occupancy of the project and for use in any future construction. All agreements with third parties providing service related to the planning, design, engineering or construction of the improvements shall specify the Municipality and County shall have ownership and full rights to use any data, information, report or other materials as they may deem appropriate in the future.

11. Insurance. The County and Municipality agree that they will, at all times during this Agreement, be prepared to meet the statutory limits for municipal liability. Any insurance costs incurred shall be the costs and expenses of the insured party and shall not be included as a cost of the project or reimbursed in any way by the other party. Each party agrees to save and protect, hold harmless, defend and indemnify the other for any and all claims, causes of

actions and damages of any nature whatsoever arising from, allegedly arising from or related to the provision of services pursuant to the terms of this Agreement.

12. Controlling Law. This Agreement shall be governed by the applicable laws of the State of Minnesota.

13. Successors and Assigns. The County and Municipality respectfully bind themselves, their partners, successors and assigns and all legal representatives of such party with respect to all covenants of this Agreement. Neither the County nor Municipality shall assign, sublet or transfer any interests in this Agreement without written consent of the other.

14. Equal Employment and Nondiscrimination. In connection with the work under this Agreement, the County and Municipality agree to comply with the applicable provisions of federal and state equal employment opportunity and nondiscrimination statutes and regulations.

15. Changes. Except as provided herein, the parties agree that no change or modifications to this Agreement or any attachments hereto shall have any force or effect unless the change is reduced to writing, dated and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as for this Agreement.

16. Severability. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or nonenforceability would cause the Agreement to fail its purpose. One or more waivers by covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

17. Minnesota Government Data Practices Act. County and Municipality acknowledge that they are both bound to comply with Chapter 13 of Minnesota Statutes as it applies to (1) all data provided by either party pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by either party pursuant to this Agreement.

18. Entire Agreement. This Agreement, including all exhibits, constitutes the entire Agreement between the County and the Municipality and supersedes all prior written or oral Agreements. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, purchase order or agreement purporting to modify, vary supplement or explain any provision of this Agreement is null and void and of no effect unless in writing and

signed by representatives of both parties authorized to amend this Agreement.

Becker County

By: _____
County Board Chair

Date: _____

Attest: _____
County Board Clerk

Date: _____

Approved as to Form and
Execution:

Becker County Attorney

City of Detroit Lakes

By: _____
Mayor

Date: _____

City of Detroit Lakes Attorney

Attest: _____
Clerk

Date: _____

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 12-25-2I

**COOPERATIVE AGREEMENT FOR RECONSTRUCTION
OF WEST LAKE DRIVE/CSAH22 FROM
WASHINGTON AVENUE TO LEGION ROAD**

IT IS RESOLVED that Becker County enter into a cooperative agreement with the City of Detroit Lakes for the following purposes:

To define the rights and obligations of the agencies with respect to the reconstruction of the street, installation of new storm water system, construction of new pedestrian trail, new street lighting and replacement of municipal utilities located on West Lake Drive/CSAH 22 from Legion Road to Washington Avenue.

IT IS FURTHER RESOLVED that the County Chairperson and County Administrator are hereby authorized and directed, on behalf of Becker County, to execute the Agreement and any amendments to the Agreement.

Duly adopted this 16th day of December 2025, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS

Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ Dave Meyer
Dave Meyer
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held December 16, 2025, as recorded in the record of proceedings.

Carrie Smith
County Administrator

**Becker County Planning Commission
December 3rd, 2025**

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

Members Present: Acting Jeff Moritz, Commissioner Phil Hansen, Kim Mattson, Tommy Ailie, Craig Hall, Harvey Aho, Nancy Bachmann, Tom Disse, John Okeson, Kohl Skalin and Zoning Administrator Kyle Vareberg. **Members Absent:** Dave Blomseth, Mary Seaberg, and Commissioner Erica Jepson.

Acting Chairman Jeff Moritz called the Planning Commission meeting to order at 6:00 pm. Becker County Zoning Technician Nicole Bradbury recorded the minutes.

Acting Chairman Jeff Moritz explained the protocol for the meeting and stated that the recommendations of the Planning Commission will be forwarded to the County Board of Commissioners for final action. Applicant one (1) will be forwarded to Lake Eunice Township for final action.

New Business:

1. **APPLICANT: Prairie Lake Investments LLC** 2604 Long Lake Rd Detroit Lakes, MN 56501 **Project Location:** TBD Heimark Ave Audubon, MN 56511 **LEGAL LAND DESCRIPTION:** Tax ID Number: **17.0368.043** Section 31 Township 138 Range 042; 31-138-42 SE1/4 NE1/4 LESS N 330'. N1/2 SE1/4 LESS 20AC (17-368-0, -2). **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Final Plat for twenty-five (25) lots to be known as PRAIRIE LAKE INVESTMENTS.

Vareberg stated that the only change since the Preliminary Plat is the road placement moving slightly to the North.

Jeff Zeltinger, neighbor, spoke and shared his concerns about safety with only one access road coming in and out of the property.

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

2. **APPLICANT: Vertical Bridge on behalf of Becker County Tax Forfeited** 915 Lake Ave Detroit Lakes, MN 56501 **Project Location:** 38351 Rat Lake Trl Waubun,

MN 56589 **LEGAL LAND DESCRIPTION:** Tax ID Number: **09.7154.000** Section 23 Township 142 Range 039; 23-142-39 SE1/4 SW1/4 LESS .63AC (PT 9-7156). LESS 2.51AC (9-7154-1). **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit to construct a two hundred and fifty-five (255) foot self-support cellular tower with a ten (10) foot lightning rod.

MOTION: Aho motioned to approve the application. Skalin second. Roll Call; All in favor. None opposed. Ailie abstained from voting. Motion carried.

Other Business:

- I) **Tentative Date for the Next Informational Meeting: January 21st, 2026; 8:00 am; 3rd**
Floor Meeting Room in the Becker County Courthouse, Detroit Lakes, MN.

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

David Blomseth, Chairman

Jeff Moritz, Secretary

ATTEST

Kyle Vareberg, Zoning Administrator