



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, January 20, 2026 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 491 842 262#

8:15 Call the Board Meeting to Order: Board Chair Jepson

1. Pledge of Allegiance

8:20 Regular Business

1. Agenda Confirmation
2. Minutes of January 6, 2026 **3**

8:55 Consent Agenda

1. Auditor-Treasurer: Regular Claims, Auditor Warrants and Claims over 90 Days **7**
2. Auditor-Treasurer: Resolution 01-26-2A - Establish 2026 Absentee Ballot Board **8**
3. Auditor-Treasurer: November 2025 Cash, Sales Tax, and Investment Reports **9**
4. Human Services: Regular Claims, Public Health, and Transit
5. Highway: Capital Request - Pre-Buy Base One Stabilizer **12**
6. Highway: Resolution 01-26-2B - Final Payment Acceptance - SP 088-070-077 **14**
7. Highway: Resolution 01-26-2C - Agreement - Clearwater & Becker County - CSAH 39 & CSAH 37 **17**
8. Land Use: Environmental Services - Equipment Purchase - Roll-Off Covers **19**
9. EDA: MMCDC Contract - Language Revision **23**

8:25 Commissioners

1. Open Forum
2. Reports and Correspondence
3. Appointments
 - a) Buffalo-Red Watershed - Alternate Commissioner
4. County Administrator Employment Agreement **24**

9:00 County Administrator

1. Report
2. CHIPS Contracts **30**
3. 245th Ave Update
4. AED Policy **45**

9:30 Highway

1. Resolution 01-26-2D - Amendment to Blading and Plowing Contract **48**

9:35 Planning & Zoning

1. Proposed Zoning Ordinance Amendments **51**
2. Conditional Use Permit Inspection Policy **52**

Adjourn

Lunch with the Department Heads

BOARD MEETING AS POSTED
BECKER COUNTY BOARD OF COMMISSIONERS
DATE: TUESDAY, January 6, 2026 at 8:15 am
LOCATION: Board Room, Courthouse

Call the Board Business Meeting to Order: Board Chair Meyer

1. Pledge of Allegiance.
2. Recognition of Commissioner Meyer by Commissioner Jepson.

Election of Board Chair for 2026

1. Commissioner Meyer nominated Commissioner Jepson.
2. Motion to elect Erica Jepson Board Chair (Meyer) carried.

New Board Chair calls for Nominations for Vice Chair 2026

1. Commissioner Meyer nominated Commissioner Hansen.
2. Motion and second to elect Phil Hansen Vice Chair (Meyer, Jepson) carried.

2026 Committee Assignments

1. Motion and second to approve 2026 Committee Assignments with changes (Meyer, Nelson) carried.
2. Motion and second to approve 2026 AMC Appointments (Meyer, Nelson) carried.
3. Motion and second to not pay per diems for the TNT Hearing and Township Meetings, to pay per diem for the Road Tour and work sessions per diem payment will be determined at the time the meeting is scheduled (Meyer, Nelson) carried.

Regular Business

1. Agenda Confirmation – Motion and second to approve agenda with the removal of the museum discussion and update the purchase of Sheriff squad cars from five (5) to two (2) (Meyer, Hansen) carried.
2. Minutes – Moved and seconded to approve minutes of December 16, 2025 with the requested changes (Nelson, Meyer) carried.
3. Motion and second to approve and accept the following Consent Agenda Items – Auditor-Treasurer: Regular Claims, Auditor Warrants and Claims over 90 Days, Resolution 01-26-1A – 2026 Publication Bids, Resolution 01-26-1B – Charitable Gambling

for Lake Park Baseball at Roadhouse in Cormorant Twp, Resolution 01-26-1C – Bank Designation, Resolution 01-26-1D – Debt Service, Human Services: Regular Claims, Public Health, & Transit, Highway: Resolution 01-26-1E – Annual Advertising – Highway Construction Projects, Land Use: NRM/Parks & Rec – 2026 NRM Annual Business Bid Solicitation Items/Timber Sales, Tree Seedling Production Quote, Sheriff: Emergency Management Performance Grant, Off Highway Vehicle Grant Contract Agreement (Nelson, Hansen) carried.

Commissioners:

1. Open Forum.
 - None.
2. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Hansen – PRWD, PLMSWA, Environmental.
 - Commissioner Meyer – DAC, Sheriff.
 - Commissioner Nelson – Sheriff, NRM, Lakeland Mental Health.
 - Commissioner Vareberg – Environmental, NRM.
 - Commissioner Jepson – Joint Governance.
3. Appointments:
 - Check with Department Heads to see what committees have terms set to expire.

County Administrator: presented by Carrie Smith.

1. Minnesota Power for the Maple River to Cuyuna 345 kV Transmission Line Project Update: presented by Drew Janke.
 - Anticipated in-service in 2033.
2. Minnesota Red River Valley Development Association: presented by Bruce Hein.
 - 14 Counties in NW Minnesota since 1914.
 - Becker County was a founding member and active ever since.
 - Organization in community involvement in rural leadership.
3. 245th Ave Discussion: presented by Mike Engum and Detroit Twp Members.
 - Removal of the gate was first brought to the board in June.
 - 20 + people have access.
 - Bring back to the next board meeting.
4. Report.
 - Additional AED Units have been purchased.
 - Final Paycom Rollout is underway.

- Discussions on Safety Trainings, Blight Properties and CUP Compliance.
- Strategic Planning Work Session – January 13 at 9:00 am.

5. Motion and second to approve Resolution 01-26-1F – Setting of Minimum Salary for Elected Officials (Hansen, Nelson) carried.

Land Use: presented by Steve Skoog and Mitch Lundein.

1. NRM/Parks & Rec
 - Motion and second to approve the Dunton Locks Renovation Estimate of \$16,300 from AAA Construction and authorize the County Administrator to make change orders (Hansen, Meyer) carried.
 - Motion and second to approve the Purchase Request of a Tractor and Boom Mower from RDO Equipment up to \$240,000 (Meyer, Hansen) carried.
2. Environmental Services
 - Motion and second to purchase a Walking Floor Trailer from North American Trail Sales in the amount of \$119,425 (Hansen, Vareberg) carried.
 - Motion and second to approve the Purchase Request of a Diagnostic Scan Tool up to \$14,000 (Hansen, Vareberg) carried.

Sheriff: presented by Todd Glander.

1. Motion and second to approve the purchase of two (2) Squad Cars in the amount of \$92,791.88 (Nelson, Meyer) carried.

Motion and second to go into closed session at 11:06 am for Attorney Client Privilege pursuant to Minn. Stat. 13D.05 Subd. 3(b) regarding Susan Syvertson Becker County Recorder vs County Board of Commissioners of Becker County File No. 03-CV-25-2187 (Jepson, Meyer) carried.

Motion and second to come out of closed session at 11:32 am (Hansen, Meyer) carried.

Motion and second to go into closed session at 11:33 am for Attorney Client Privilege pursuant to Minn. Stat. 13D.05 Subd. 3(b) regarding 245th Ave (Meyer, Nelson) carried.

Motion and second to come out of closed session at 12:06 pm (Nelson, Meyer) carried.

Being no further business, Chair Jepson adjourned the meeting at 12:06 pm.

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ Erica Jepson
Erica Jepson
Board Chair

DRAFT



BECKER COUNTY BOARD OF COMMISSIONERS

Finance Committee Meeting

Date: Friday, January 16, 2026 at 8:30 AM

Location: 1st Floor – Board Meeting Room - Courthouse

915 Lake Avenue, Detroit Lakes, MN

County Administrator

1. Report
2. CHIPS Contracts
3. Administrator Employment Agreement

Auditor-Treasurer

1. Regular Claims, Auditor Warrants, & Claims Over 90 Days
2. Resolution 01-26-2A - Establish 2026 Absentee Ballot Board
3. November 2025 Cash, Sales Tax and Investment Reports
4. Human Services: Regular Claims, Public Health, & Transit

Highway

1. Capital Purchase Request - Pre-Buy Base One Stabilizer
2. Resolution 01-26-2B - Final Payment Acceptance SP 088-070-077
3. Resolution 01-26-2C - Agreement - Clearwater & Becker County - CSAH 39 & CSAH 37
4. Resolution 01-26-2D - Amendment to Blading and Plowing Contract

Land Use

1. Environmental Services: Equipment Purchase - Roll-Off Covers

Adjourn

**BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION NO. 01-26-2A**

ESTABLISHING AN ABSENTEE BALLOT BOARD

WHEREAS, Becker County is required by Minnesota Statutes 203B.121, Subd. 1 to establish an Absentee Ballot Board for 2026 Elections; and

WHEREAS, this board will bring uniformity in the processing of accepting or rejecting returned absentee ballots in Becker County; and

WHEREAS, the Absentee Ballot Board would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy county auditors trained in the processing and counting of absentee ballots;

THEREFORE, BE IT RESOLVED THAT, the Becker County Board of Commissioners hereby establishes an Absentee Ballot Board that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy auditors to perform the task.

Duly adopted this 20th day of January, 2026 in Detroit Lakes, Minnesota

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

<u>/s/</u>	Carrie Smith	<u>/s/</u>	Erica Jepson
	Carrie Smith		Erica Jepson
	County Administrator		Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held January 20, 2026, as recorded in the record of proceedings.

Carrie Smith
County Administrator

**BECKER COUNTY
CASH COMPARISON**

FUND	October 2024	November 2025	% Change	October 2025
REVENUE FUND				
REVENUE FUND	\$ 16,052,319.59	\$ 18,609,327.62	15.93%	\$ 16,356,812.08
DESIGNATED				
LAW LIBRARY	29,830.56	41,080.39	37.71%	40,941.05
ATTORNEY'S FORFEITURES	82,245.56	85,760.62	4.27%	85,760.62
RECORDERS EQUIPMENT	51,354.47	28,971.87	-43.58%	24,297.87
RECORDERS ENHANCEMENT	141,120.58	61,736.79	-56.25%	95,532.79
TRANSIT	116,624.24	145,267.14	24.56%	155,097.18
TRANSIT LOCAL RESERVE	37,279.73	37,279.73	0.00%	37,279.73
2023 PUBLIC SAFETY AID	888,546.05	-	-100.00%	4,060.47
TOTAL REVENUE FUND	\$ 17,399,320.78	\$ 19,009,424.16	9.25%	\$ 16,799,781.79
SPECIAL REVENUE FUNDS				
PUBLIC SAFETY	\$ 3,512,231.98	\$ 2,933,333.67	-16.48%	\$ (407,737.39)
E-911	321,582.14	421,305.19	31.01%	405,752.41
ROAD AND BRIDGE	(558,270.28)	(1,386,204.58)	148.30%	(4,001,909.31)
HUMAN SERVICES	11,465,568.98	11,923,117.05	3.99%	8,979,982.33
RECREATION	355,158.01	184,293.30	-48.11%	158,744.19
RESOURCE DEVELOPMENT	1,016,912.34	975,049.19	-4.12%	939,472.95
ENVIRONMENTAL AFFAIRS	3,015,139.14	3,475,725.44	15.28%	2,780,282.55
DEBT FUNDS	1,438,702.09	1,479,928.56	2.87%	1,394,556.92
DITCH FUND	215.64	215.64	0.00%	215.64
SUNNYSIDE CARE CENTER	2,339,465.60	2,670,784.63	14.16%	2,660,951.72
NATURAL RESOURCE MGT	164,717.40	263,960.41	60.25%	260,551.73
GRAVEL RESERVE	636,907.24	269,684.81	-57.66%	669,684.81
OPIOID SETTLEMENT FUND	673,801.92	615,674.85	-8.63%	616,674.85
LOCAL ASSISTANCE & TRIBAL CONSISTENCY FUND	83,100.43	-	-100.00%	-
GENERAL - SPECIAL	2,101,885.65	1,445,598.76	-31.22%	1,454,920.91
TOTAL SPECIAL REVENUE FUNDS	\$ 26,567,118.28	\$ 25,272,466.92	-4.87%	\$ 15,912,144.31
AGENCY FUNDS				
BCCI	\$ 143,995.98	\$ 212,994.75	47.92%	\$ 212,994.75
TAXES AND PENALTIES	11,246,431.26	11,341,666.59	0.85%	22,194,819.92
CLEARING FUNDS	510,512.22	730,757.46	43.14%	738,832.49
TOTAL AGENCY PASS THRU FUNDS	\$ 11,900,939.46	\$ 12,285,418.80	3.23%	\$ 23,146,647.16
TOTAL CASH & INVESTMENTS	\$ 55,867,378.52	\$ 56,567,309.88	1.25%	\$ 55,858,573.26

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	408,175.18		408,175.18	(3,673.58)	404,501.60
October	3,546,549.22	-	3,546,549.22	(31,918.93)	3,514,630.29
Grand Total	30,581,151.88	2,871,061.31	33,452,213.19	(387,216.38)	33,064,996.81

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
November 30, 2025**

Bank or Institution		Investment Number	Interest Rate	Yield Rate	Maturity Date	Book Value(Cost)	Fair Market Value
American National Bank							
ANB CD	American Natl	24-03	3.950%	3.950%	1/14/26	245,000.00	245,000.00
Deerwood Bank							
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
Midwest bank							
MW CD	Midwest	0-39	4.000%	4.000%	5/9/26	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
State Bank of Lake Park							
SBLP CD	State Bank of LP	01-39	4.110%	4.110%	9/30/26	162,408.46	162,408.46
United Community Bank of Frazee							
UCB CD	UCBoF	23-07	3.750%	3.750%	6/7/26	203,851.82	203,851.82
Raymond James							
MK Lake Park-Audubon MN GO		11-6	5.375%	3.652%	2/1/26	500,000.00	501,355.00
MK Connecticut St Taxable Go Bond		20-14	3.310%	3.310%	1/15/26	564,114.72	499,575.00
MK BOND	Alcoa Tenn Taxable Bds 2021 B	21-02	0.820%	0.820%	3/1/26	244,054.30	243,160.05
MK FHLB	Federal Home Loan Bank	25-05	4.000%	4.000%	7/2/30	500,000.00	501,820.00
MK FHLB	Federal Home Loan Bank	23-03	4.240%	4.240%	2/17/28	250,000.00	249,812.50
MK FHLB	Federal Home Loan Bank	25-06	4.080%	4.080%	7/23/29	305,000.00	307,494.90
MK CD	First Southwest Bank Alamosa Colorado	24-08	3.800%	3.800%	9/5/28	150,000.00	150,285.00
MK CD	Discover Bank Greenwood, DE	22-07	4.850%	4.850%	11/9/26	244,000.00	246,547.36
MK CD	CIBC Bank USA Chicago, IL	23-04	4.950%	4.950%	3/24/26	225,000.00	225,738.00
MK CD	First St Bk of DeQueen DeQueen	23-06	4.600%	4.600%	7/7/26	100,000.00	100,480.00
MK CD	HAPO Community Credit UN	23-07	5.250%	5.250%	2/27/26	240,000.00	240,760.80
Wells Fargo Advisors (Formerly Wachovia Securities)							
WFA BOND	US Treasury Notes	22-03	2.750%	2.750%	4/30/27	326,476.93	326,310.60
WFA FHLMC	Federal Home Loan Mtg Corp	25-03	4.000%	4.000%	4/17/29	1,497,000.00	1,498,740.00
WFA FHLBMSUCP	Federal Home Loan Bank Multi Step Up Cpn Bor	21-03	1.000%	1.000%	3/16/26	455,000.00	451,269.00
WFA CD	Goldman Sachs BK USA CD	21-07	1.000%	1.000%	8/8/26	215,000.00	210,691.40
WFA CD	UBS Bank USA CD	24-07	3.850%	3.850%	8/30/27	245,000.00	245,534.10
WFA CD	KS Bank Inc CD	25-08	3.550%	3.550%	10/31/30	245,000.00	241,724.35
WFA CD	City Natl Bk - Bev Hi CD	23-01	4.350%	4.350%	1/26/26	245,000.00	245,173.95
WFA CD	Synchrony Bank CD	23-08	5.050%	5.050%	10/27/26	245,000.00	247,729.30
WFA CD	Sallie Mae Bank/Salt CD	24-09	4.050%	4.050%	11/22/27	245,000.00	246,604.75
WFA CD	American Expr National Bk CD	25-04	4.250%	4.250%	6/12/28	245,000.00	248,074.75
WFA CD	Morgan Stanley BK NA CD	23-12	4.800%	4.800%	12/8/25	245,000.00	245,061.25
WFA CD	State Bank of India CD	25-07	3.750%	3.750%	10/22/30	245,000.00	243,887.70
WFA CD	Bank of America NA CD	24-05	5.050%	5.050%	6/8/26	240,000.00	241,514.40
Total Pooled Investments - Securities							
						10,647,906.23	10,591,604.44
Summary of Investments by Type							
		Book Value	Fair Value			Investment Summary by Fund	
CD's		5,006,260.28	5,012,067.39			Revenue Fund	10,647,906.23
CDARS		1,000,000.00	1,000,000.00				10,591,604.44
Jumbo CDs							
Local Gov Issues		0.00	0.00				
Gov. Securities		1,308,169.02	1,244,090.05				
Treasury		326,476.93	326,310.60				
FNMA		0.00	0.00				
FHLBMSUCP		455,000.00	451,269.00				
FHLMC		1,497,000.00	1,498,740.00				
FHLB		1,055,000.00	1,059,127.40				
Totals		10,647,906.23	10,591,604.44				

Capital Improvement Expenditure Request Form

Date Requested: January 20, 2026

Department: Highway

Department Head: Jim Olson, P.E.

Capital Improvement Request: Pre-buy of Base One product for aggregate road base stabilization.

Request Amount: \$79,750.00 for 3,300 gallons of product.

EXPLANATION OF THE REQUEST

Purpose/Need: The Base One product will be used to stabilize and strengthen the aggregate base as part of the 2026 road construction program.

Savings Achieved (Dollar Amount/Time/ Efficiency): The pre-buy program will provide a savings of \$15,950.00.

Are There Sufficient Funds In Your Budget? Yes

Was This In Your 5-Year Capital Improvement Plan? Yes, planned as part of the 2026 road construction program.

Action Taken (*If different than request*): _____

Date Request Completed: _____

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

From: [David West](#)
To: [Jim Olson](#)
Subject: [EXTERNAL]Team Lab 2025-2026 BASE ONE Pre-Buy Information
Date: Friday, December 5, 2025 11:01:38 AM

BECKER COUNTY SECURITY NOTICE:

This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact support.

Jim,

I would like to let you know we will be offering our BASE ONE pre-buy special for the 2026 construction season.

The pre buy runs from December 5th, 2025, through January 31st, 2026.

The pre buy special is for every 5- 275-gallon totes of BASE ONE purchased at \$7,975 per tote plus any applicable taxes you will receive 1- 275-gallon tote Free!

- Pre order from Dec 5th, 2025 through Jan 31st, 2026. Product will be invoiced at time of order.
- The BASE ONE® will be available for pickup at our warehouse upon request in the spring.
- Payment terms are 30 days net.

Just an FYI I left a message for Amy Grothaus Braun on Wednesday after we met but have not heard from her yet. I will keep you updated, as I get information.

I understand you are looking at some test sections on #40 with incinerator ash, BASE ONE and oil emulsion but I think it would be beneficial to county to add BASE ONE to the rest of the segment not included in the test if there is some without the ash included.

If you have questions prior, [please let me know.](#)

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 01-26-2B

Final Acceptance Project

SP 088-070-077

Minn. Proj. No HSIP 8825 (269)

WHEREAS, Project Number SP 088-070-077, consisting of 6-Inch Edge Line Striping, Multi-Counties in District 4, contracted with KAMCO, INC of Dassel, MN, previously adopted by the County Board, has in all things been completed in accordance with and pursuant to the terms of the contract, and the County Board being fully advised in the premises thereof;

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, accepts said completed project and authorizes final payment in the amount of \$89,904.26.

Duly adopted this 20th day of January 2026, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ Erica Jepson
Erica Jepson
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 January 20, 2026, as recorded in the record of proceedings.

Carrie Smith, County Administrator



BECKER COUNTY HIGHWAY DEPARTMENT
1771 NORTH TOWER ROAD
DETROIT LAKES, MN 56501
OFFICE: 218-847-4463

JAMES OLSON, P.E.
COUNTY ENGINEER
BRIAN SHEPARD
CONSTRUCTION MANAGER
JONA JACOBSON
MAINTENANCE SUPERINTENDENT
ANGELA LEFEBVRE
ACCOUNTANT

BECKER COUNTY ENGINEER
CONSTRUCTION IMPROVEMENT PROJECT
CERTIFICATE OF PERFORMANCE

Project Number: SP 003-070-017 / SP 088-070-077
Contract Number: 7017
Name of Contractor: KAMCO, INC
Type of Work: STRIPING – MULTI-COUNTY PROJECT
Total Value of Work: \$1,798,085.24
Contract Amount: \$1,831,802.15

I HEREBY CERTIFY to the Board of Commissioners of Becker County: That as the duly appointed Becker County Engineer I have been in charge of the work required by the above described contract in accordance with Minnesota Statute § 163.07; That all of such work required by the contract has been satisfactorily performed and the contract has been completed; That the entire amount of work shown above, and on the Final Contract Voucher, has been performed, measured by, and in accordance with and pursuant to the terms of said contract.

Date: 1-13-26

Signature: James D. Olson

James D. Olson, P.E.
Becker County Engineer
Registered Prof. Eng. No. 41294

FINAL SUMMARY AND VERIFICATION OF CONTRACT COSTS

PROJECT NUMBERS: SP 003-070-017/SP 088-070-077

LOCATION: VARIOUS ROADS MULTIPLE COUNTIES

CONTRACTOR: KAMCO, INC

PROJECT DESCRIPTION: STRIPING

LETTING DATE: JUNE 12, 2025 FINAL COMPLETION DATE: OCTOBER 9, 2025

Engineer's Estimate	Contract Amount	Final Cost
\$2,115,248.44	\$1,831,802.15	\$1,798,085.24

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

Competitive Bidding

Explanation of cost variance between Contract Amount and Final Cost:

Less feet than anticipated

Becker County Engineer

Dated: 1-13-76

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 01-26-2C

**MEMORANDUM OF UNDERSTANDING (MOU)
FOR A COOPERATIVE MILL AND OVERLAY PROJECT**

IT IS RESOLVED that Becker County enter into a MOU with the Clearwater County for the following purposes:

To define the rights and obligations of the agencies with respect to a cooperative Mill and Overlay project on Becker CSAH 37 and Clearwater CSAH 39.

IT IS FURTHER RESOLVED that the County Chairperson and County Engineer are hereby authorized and directed, on behalf of Becker County, to execute the MOU between the two agencies.

Duly adopted this 20th day of January 2026, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS

Becker County, Minnesota

ATTEST:

<u>/s/</u>	Carrie Smith	<u>/s/</u>	Erica Jepson
	Carrie Smith		Erica Jepson
	County Administrator		Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held January 20, 2026, as recorded in the record of proceedings.

Carrie Smith
County Administrator

MEMORANDUM OF UNDERSTANDING

BETWEEN CLEARWATER AND BECKER COUNTIES FOR BITUMINOUS MILL AND OVERLAY OF CLEARWATER CSAH 39 AND BECKER CSAH 37

This Memorandum of Understanding is hereby made and entered into by and between Clearwater County and Becker County regarding the improvement of Clearwater CSAH 39 and Becker CSAH 37; located between TH 113 and TH 200.

Clearwater County and Becker County desire to reduce costs by completing this project with other Clearwater County projects. Each County's roles are further defined as follows:

1. Clearwater County will prepare the plans and specifications for the project. The Becker County Engineer will review and co-sign the plans. The plans will be submitted to the MnDOT Office of State Aid for approval.
2. Clearwater County will advertise, receive bids and award the contract to the lowest responsible bidder for the projects. An abstract of bids will be submitted to the Becker County Engineer.
3. Clearwater County will make all contractor payments and be responsible for the overall inspection and administration of the project.
4. To the best of their ability, Clearwater County will comply and cause the contractor to comply with all Federal, State and Local laws, ordinances and regulations applicable to the contract and work performed thereunder.
5. Clearwater County shall ensure that the proper documentation is available for payments and reimbursements.
6. Any Supplemental Agreements, Change Orders, and major construction issues that arise on this project will be reviewed and approved by both County Engineers.
7. Upon completion of the project, Clearwater County shall invoice Becker County for their share of the engineering, inspection and construction costs of the project.
8. Project costs for Becker CSAH 37 will be paid by Becker County.

Acknowledgement for Becker County:

Becker County Engineer

Date

Acknowledgement for Clearwater County:

Clearwater County Engineer

Date

Becker County Board Chairman

Date

Clearwater County Board Chairman

Date

Capital Improvement Expenditure Request Form



Date Requested: 1/13/2026

Department: Environmental Services

Department Head: Steve Skoog

EXPLANATION OF THE REQUEST

Purpose/Need: Purchase two solid lid roll off covers and frames for 40-yard roll-offs containers that are used to store organics collected through the new source separated organics program. The fabric covers the roll-offs were ordered with are not strong enough to hold snow and ice that built up on the covers, directing moisture into the containers instead of shedding the moisture.

REQUEST AMOUNT: \$ 10,339.82

Savings Achieved (Dollar Amount/Time/ Efficiency): Click or tap here to enter text.

Are There Sufficient Funds In Your Budget?

Yes No

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

Yes No

Please explain further, if necessary: The Source Separated Organics (SSO) solid waste diversion program is a new program that is in a development phase. Much of the cost to purchase items for the new program was purchased utilizing grant funds.

Action Request: Board motion approving the purchase of two Model ST – 8200- R removable storm – top covers with moveable frames from Waste Quip for the amount of \$10,339.82. Purchased through Sourcewell, contract #010825-WQI.

Date Request Completed: 1/13/2026

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

Movable Dumpster Cover with Frame

- Meets EPA regulations for storm water exposure.
- Opens to 90 degrees for easy access to entire container
- Lockable to protect container from unauthorized dumping
- Built with UV-protected, impact resistant, high-density polyethylene (HDPE)
- Can be custom manufactured to fit any size container.
- Removable option - has built in forklift pockets so they can be moved to different containers.
- Shipping weight – 710 lbs, shipping dimensions – 102”L x 90” W x 22” H.




Awarded Contract

Contract #010825-WQI

Sell To:

Contact Name	Steve Skoog	Ship To Name	Becker County
Bill To Name	Becker County	Ship To	915 Lake Ave
Bill To	24413 County Rd 144 Detroit Lakes, MN 56501 USA		Detroit Lakes, MN 56501-3403 USA
Email	slskoog@co.becker.mn.us	Quick Ship	<input type="checkbox"/>
Phone	(218) 846-7201 		

Quote Information

Salesperson	Becky Nerby	Expiration Date	1/24/2026
Salesperson Email	bnerby@wastequip.com	Quote Number	WQ-10370559
Salesperson Phone	651-480-4871	Please Reference Quote Number on all Purchase Orders	

Product	Product Description	Description	Quantity	Sales Price	Total Price
Container - MN - 220085RO	ROC Cover with Quickly Removable Mount Length from 12' up to 23' - INCLUDES: Standard Cover plus Clamp on Hinges & Fork Pocket Frame - Customer to Install - Specify Length - Standard 19'5" to 23', Midsize 14'5" to 19'5" or Short 12' to 14'5"	Standard 19'5" to 23'	2.00	\$4,430.00	\$8,860.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$8,860.00
Shipping Terms	FOB Origin	Shipping	\$725.00
		Tax	\$754.82
		Grand Total	\$10,339.82

Special Instructions

Special Instructions Customer is responsible for offloading

Additional Information

Additional Terms	Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: https://www.wastequip.com/terms-conditions-sale , as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.
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Additional Information	Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the
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15629 Clayton Ave, Rosemount, MN, 55068

PHONE: 800-624-4764 FAX: 651-437-2272

WQ-10370559



Awarded Contract

Contract #010825-WQI

Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change. Pursuant to California Section 26275 of the Health and Safety Code, certain trash receptacles and storage containers must be marked with reflectors. Customers must disclose if such receptacles and containers are intended for use in California – if not disclosed, the receptacles and containers are not intended for use in California.

Special Contract Information

Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip Manufacturing Company LLC (#010825-WQI, eff. 05/29/2025) and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

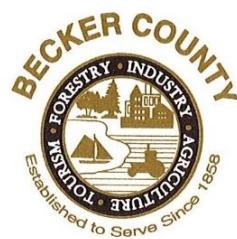
Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

Becker County

Economic Development Authority



TO: BECKER COUNTY BOARD OF COMMISSIONERS

FROM: CODY PIPER, ECONOMIC DEVELOPMENT AUTHORITY

DATE: JANUARY 20, 2026

REQUEST: APPROVAL OF AMENDMENTS TO THE 2026 HOUSING MANAGEMENT SERVICES AGREEMENT BETWEEN BECKER COUNTY ECONOMIC DEVELOPMENT AUTHORITY ("EDA"), BECKER COUNTY, AND BECKER COUNTY WITH MIDWEST MINNESOTA COMMUNITY DEVELOPMENT CORPORATION ("MMCDC").

REQUEST SUMMARY:

After further review by the EDA and MMCDC of the current version of the contract agreement there were some requests for clerical corrections, adjustments to the formatting, and additional language included to clean up the document. None of the changes being made affect the agreement term or services provided. Below is a summary of changes:

- References added to the two Appendices where relevant to bring them into the Agreement.
- Section 3: #18 "under MMCDC will do" timing reduced on sending payments from 90 to 30 days of receipt.
- Section 3: #4 "under BCEDA will do" timing reduced on sending expense reimbursements from 90 to 30 days of receipt of expense documentation.
- Section 3: #5 added maintain access and permission to HUD software as the "System Administrator" function is now assigned to County staff.
- Section 3: #6 added item to provide HUD funds for voucher payments to MMCDC within 10 days of receipt and request to pay landlords.
- Section 4: #1 defined Administrative Fees.
- Section 6: #1 inserted directors as a party to the indemnity.
- Section 7: #3.h added that MMCDC will be allowed to maintain copy of data produced pursuant to the Agreement.
- Section 8: added language defining Notices and added email as a form of notice.
- Section 4: The first 3 paragraphs were reordered a bit, paragraph 3 was moved up before paragraph 1 and then added paragraph above.
- Throughout document the terms contract and agreement are used interchangeably so the term agreement was used to replace contract.
- Throughout document corrected numbering and sub formatting.

BOARD ACTION REQUESTED: APPROVE AMENDMENTS TO THE HOUSING MANAGEMENT SERVICES AGREEMENT AS REQUESTED.

Becker County Minnesota Employment Agreement

THIS AGREEMENT (“Agreement”), dated June 18, 2024 is made by and between the COUNTY OF BECKER, MINNESOTA, a body corporate and politic existing under the laws of the State of Minnesota (hereinafter referred to as “County”) and CARRIE SMITH (hereinafter referred to as “Employee”) as follows:

WHEREAS, the County desires to employ Employee as Becker County Administrator, in accordance with Minnesota Statute 375A.06, upon the terms and conditions set forth herein; and

WHEREAS, Employee desires to work for the County as Becker County Administrator upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement herein and in accordance with Minnesota Statute 375A.06, the parties agree as follows:

1. POSITION.

- 1.1 Employer agrees to employ Employee in the capacity of Becker County Administrator as of February 8, 2024, to reflect time Employee worked in the capacity of the interim County Administrator, and in official capacity as County Administrator as of June 18, 2024. Employee agrees to serve as County Administrator in accordance with state statutes, County ordinances and the Code of Ethics of the International and Minnesota City/County Management Associations, and to perform such other legally permissible and proper duties and functions as the County Board shall from time to time assign.
- 1.2 Nothing shall prevent, limit, or otherwise interfere with the right of the County to terminate the services of the Employee at any time, subject only to the provisions of Minnesota Statute 375A.06 and the terms of this Agreement. Nothing shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from her position with the County, subject only to the provisions of this Agreement.
- 1.3 As Becker County Administrator, Employee shall devote her full time and best efforts to the business and affairs of the County. Employee shall not accept other employment except as expressly allowed by this Agreement or otherwise approved by the County Board of Commissioners.

2. DUTIES

The Employee shall perform such duties as have been assigned by the County Board of Commissioners, and as may be set forth in a job description for the position of County Administrator approved by the County Board and amended by the Board from time to time

as the Board deems appropriate. The Employee shall also perform the duties of the position in accordance with Minnesota statutes and County ordinances.

3. PENSION PLAN.

Employer shall contribute to PERA as required by State law for Employee or an alternate pension plan, if selected by Employee, authorized by State law.

4. SALARY.

Employer shall pay Employee a salary of \$152,276.80 (Step 8) per year starting June 18, 2024, payable consistent with the County's normal payroll practices and subject to any authorized and/or legally required withholdings. Employer and Employee agree that an initial performance review will be conducted by the full County Board at three (3) months (no salary increase), on the Employee's one year anniversary (February 8, 2025), and annually thereafter. The Employer agrees to consider an increase in compensation to the Employee dependent upon the results of the one-year anniversary performance evaluation, and annually thereafter.

5. SENIORITY.

For purposes of employment benefits such as sick leave, vacation leave, termination benefits, and the like, Employee will be credited with having completed ten (10) years of employment with the County upon her first day of employment.

6. SICK LEAVE.

Employee shall accrue sick leave in accordance with the County's personnel policies.

7. VACATIONS.

Employee shall accrue vacation leave in accordance with the County's personnel policies.

8. HOLIDAYS.

Employer shall provide Employee the same holidays as enjoyed by other non-union employees.

9. GENERAL INSURANCE.

Employer shall provide Employee the same group hospital, medical, dental, life and disability insurance benefits as provided to all other non-union employees.

10. DUES AND SUBSCRIPTIONS.

Employer shall budget and pay the professional due and subscriptions for Employee which are deemed reasonable and necessary for Employee's continued participation in national, regional, state and local associations necessary and desirable for Employee's continued professional participation, growth and advancement.

11. DUES, SUBSCRIPTIONS, AND PROFESSIONAL DEVELOPMENT.

The County shall budget and pay the reasonable professional dues and subscriptions for the Employee which are necessary and desirable for Employee's continued professional participation, growth and advancement, as determined by the County Board. The County shall budget and pay necessary and reasonable registration, travel, material, and meal expenses of Employee in order to attend such professional and official meetings, conferences, and occasions in support of the professional development of Employee. The Employee may serve on official and professional committees as a member, upon approval of the County Board, with such necessary and reasonable expenses related thereto paid by the County upon approval of the Board pursuant to County policy. Employee shall use good judgment in engaging in such outside activities and not neglect her primary duties to the County.

12. CIVIC CLUB MEMBERSHIP.

Employer recognizes the desirability of representation in and before local civic and other organizations. Employee is authorized to become a member of such civic clubs or organizations as deemed appropriate by Employee and Employer; and at Employer's expense.

13. CELL PHONE.

13.1 Employee shall be provided a cell phone or a monthly stipend to be used toward monthly service fees and acquisition costs of a personal cell phone, consistent with the stipend amount allowed to all similarly-situated, qualified County employees. Employee agrees that the phone shall be subject to all County policies governing the provision of cell phone services and stipends.

14. AUTOMOTIVE

14.1 Assignment of County Vehicle.

The County shall assign the County Administrator a vehicle from the County Fleet ("County Vehicle") for use in the performance of official County business. In addition, the County Vehicle may be used for commuting directly between the County Administrator's residence and primary work location.

14.2 Permitted Use.

Use of the County Vehicle shall be limited to:

1. Official County business; and
2. Commuting directly to and from the County Administrator's residence and County work locations.

Personal use beyond commuting is prohibited unless expressly authorized in writing by the County Commission or as permitted by applicable County policy.

14.3 Compliance with Policies and Law

The County Administrator shall operate the County Vehicle in compliance with all applicable federal, state, and local laws, and all County policies, including but not limited to vehicle use, safety, and fleet management policies, as such policies may be amended from time to time.

14.4 Expenses and Maintenance.

The County shall be responsible for routine maintenance, repairs, insurance, licensing, and fuel costs associated with authorized use of the County Vehicle. The County Administrator shall promptly report any accidents, damage, or mechanical issues in accordance with County policy.

14.5 Tax Reporting.

The County Administrator acknowledges that commuting use of the County Vehicle may constitute a taxable fringe benefit under applicable tax laws. The County shall report such use as required by law, and the County Administrator shall be responsible for any resulting personal tax obligations.

14.6 Care and Responsibility.

The County Administrator shall exercise reasonable care in the operation and safeguarding of the County Vehicle and shall not permit unauthorized persons to operate the vehicle except as allowed by County policy.

14.7 Revocation of Assignment.

The County reserves the right to modify or revoke the assignment of the County Vehicle at any time, with or without cause, including upon termination of employment or changes in County policy.

14.8 Return of Vehicle.

Upon termination of employment or upon request by the County, the County Administrator shall promptly return the County Vehicle and all related equipment in good condition, reasonable wear and tear excepted.

15. GENERAL EXPENSES.

Employer shall reimburse Employee reasonable miscellaneous job-related expenses which it is anticipated Employee will incur from time to time when provided appropriate documentation.

15. HOURS OF WORK.

It is recognized by the Parties that the position of Becker County Administrator is exempt under the FLSA and that the duties of the position may require work outside of normal County business hours, including attendance at evening meetings and occasionally at weekend meetings. It is understood by Employee that additional compensation and compensatory time shall not be allowed for such additional expenditures of time. It is further understood that Employee may occasionally flex hours in consideration of hours worked outside normal business hours. The Employee shall be accountable for hours worked consistent with principles of public accountability that may be adopted and imposed by the Board of Commissioners, including the issue of PTO.

16. TERMINATION AND RESIGNATION.

- 16.1 In the event Employee is terminated by the Employer during such time that Employee is willing and able to perform the duties of Becker County Administrator, the Employer shall pay Employee at the time of receipt of her last paycheck a lump sum cash payment equal to four (4) months aggregate salary and to continue to provide and pay for the benefits set forth in paragraph 8 for a period of four (4) months (a month is defined as 173.33 hours) following termination.
- 16.2 Notwithstanding the provisions of 16.1, in the event Employee is terminated because of Employee's malfeasance in office, gross misconduct, conviction for a felony, or conviction for an illegal act involving personal gain to Employee, the Employer shall have no obligation to pay the termination benefits or benefit continuation set forth in this section. The County shall have no obligation to make any payments or continue any benefits while criminal charges are pending.
- 16.3 If Employer, at any time during the employment term, reduces the salary or other financial benefits of Employee in a greater percentage than across-the-board reduction for all non-union employees, or if Employer refuses, following written notice, to comply with any other provisions of this Agreement benefiting Employee or Employee resigns following a formal suggestion by Employer that she resign, then Employee may, at her option, be deemed to be "terminated" on the effective date of Employee's resignation and the Employee shall also be entitled to receive the termination benefits set forth above.
- 16.4 In the event Employee voluntarily resigns her position with Employer, Employee agrees to give the Employer thirty (30) days advance notice.
- 16.5 If Employee voluntarily resigns her position with Employer, the Employer shall have no obligation to provide for any termination benefits or benefit continuation pursuant to this section.

17. MISCELLANEOUS.

- 17.1 This Agreement shall be governed and construed in accordance with the substantive and procedural laws of the State of Minnesota.
- 17.2 This Agreement sets forth the entire agreement of the parties and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, statements, representations or promises. There are no other oral or written agreements between the parties.
- 17.3 Any breach or dispute arising out of, or regarding the interpretation of this Agreement, including the issues referenced in section 10 hereof, shall be venued in the state courts of Minnesota. Alternatively, any such dispute may be instead submitted to an arbitrator for binding arbitration of said dispute upon the written consent of all parties to arbitrate.
- 17.4 If any provision of this Agreement is later deemed unenforceable by a court or arbitrator with jurisdiction to make such a determination, the remaining provisions of this Agreement will continue to be binding.
- 17.5 This Agreement is the result of negotiations between the parties and, accordingly, shall not be construed for or against either party, regardless of which party drafted the agreement or any portion thereof. The agreement shall for all purposes be deemed to have been mutually drafted.
- 17.6 The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement, they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed on its behalf by its Board Chair and Vice Chair, and Employee has signed this Agreement, in duplicate, the day and year first written above.

EMPLOYER:
BECKER COUNTY:

BY: _____
Its Board Chair

EMPLOYEE:

AND

Its Vice Chair

CONTRACT FOR LEGAL SERVICES CHILD PROTECTION

THIS AGREEMENT made and entered into by and between the COUNTY OF BECKER ("County") and Alicia Norby ("Attorney"), all of which are collectively referred to herein as "the Parties."

RECITALS

WHEREAS, the County wishes to contract with Attorney for the provision of professional legal services in representation of individuals in child protection cases and child protection permanency cases, including, but not limited to: termination of parental rights, transfer of physical and legal custody or long term foster care and appeals of such cases, in the District Court, Court of Appeals and the Minnesota Supreme Court, this shall include any files that were previously appointed by the Court;

WHEREAS, the Attorney is duly licensed, qualified, and willing to perform the services;

WHEREAS, there are funds available for the purchase of these services;

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

1) **Term**

The Attorney agrees to furnish legal services and representation in actions for parents, who do not have private attorneys, and who are deemed indigent by the court in child protection cases and child protection permanency cases, including, but not limited to: termination of parent rights, transfer of physical and legal custody or long term foster care and appeals of such cases, in the District Court, Court of Appeals and the Minnesota Supreme Court during the period commencing January 1, 2026 and terminating December 31, 2027.

2) **Compensation**

Attorney **shall be paid the amount of Three Thousand One hundred Five Dollars (\$3,105) per month** and will be paid each and every month commencing January 1, 2026.

3) **Qualifications**

The Attorney represents that they are on the State Roster of Qualified CHIPS Parents' Attorneys, and that all times during the term of this contract they meet one of the following minimum qualifications:

- a. **Experience**: The attorney has represented at least 10 parties or participants in CHIPS matters during the two years immediately preceding the date the attorney submits an application to be listed on the roster of qualified parents' attorneys; OR
- b. **Training**: The attorney has completed at least 18 hours of core skills training related specifically to representation of parents in CHIPS proceedings approved by the

State Court Administration during the two years immediately preceding the date the attorney submits an application to be listed on the roster of qualified parents' attorneys; OR

- c. Supervision: The attorney is supervised by another attorney who meets either the experience or training qualification.

4) Services to be Provided

When appointed by the District Court Judge, the Attorney agrees to furnish legal services and representation in actions for parents, who do not have private attorneys, and who are deemed indigent by the district court Judge in child protection cases and child protection permanency cases including, but not limited to: termination of parent rights, transfer of physical and legal custody or long term foster care and appeals of cases and for all cases that were previously appointed by the Court. If the Attorney believes there is a conflict of interest with the client then the Attorney shall decline or withdraw from representation. The District Court Judge will have to select another attorney to represent the party. This will be done at County expense and have no financial impact on this Contract. The Attorney will follow all applicable rules of court when withdrawing from representation.

5) Children's Justice Initiative Participation

In addition to the services outlined in paragraph 4 above, the Attorney agrees to regularly and actively participate in the local Children's Justice Initiative (CJI) team meetings as well as any regional CJI meetings/conferences.

6) Payment for Services

Payment for services shall be made directly to the Attorney each month for services in the manner provided by law and day selected by the County in accordance with their procedures.

7) Independent Contractor Status

At all times and for all purposes hereunder, Attorney shall be an independent contractor and is not an employee of the County for any purpose. No statement contained in this Contract shall be construed so as to find Attorney to be an employee of the County, and Attorney shall not be entitled to any of the rights, privileges, or benefits of employees of the County, including but not limited to,

8) Indemnification and Insurance

The Attorney agrees to defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Attorney's performance or failure to adequately perform any obligations pursuant to this Contract. The Attorney shall carry malpractice insurance.

9) Indemnification and Insurance

The Attorney agrees to defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Attorney's performance or failure to adequately perform any obligations pursuant to this Contract.

The Attorney shall carry malpractice insurance.

10) Data Practices

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

11) Records Availability and Retention

Pursuant to Minn. Stat. 16C.05, Subd. 5, the Attorney agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Attorney and involve transactions relating to this Contract.

Attorney agrees to maintain these records for a period of six (6) years from the date of termination of this Contract.

12) Merger and Modification

- a) It is understood and agreed that the entire agreement between the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Contract are incorporated or attached and are deemed to be part of this Contract.
- b) Any material alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

13) Default and Cancellation

- a) If the Attorney fails to perform any of the provisions of this Contract or so fails to administer the work as to endanger the performance of the Contract, this shall constitute default. Unless the Attorney's default is excused, the County, may, upon written notice, immediately cancel this Contract in its entirety.
- b) This Contract may be cancelled with or without cause either party upon thirty (30) days written notice.

14) Subcontracting and Assignment

Attorney shall be allowed to enter into any subcontract for performance of any services contemplated under this Contract with the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Attorney shall be responsible for the performance of all subcontractors. All subcontractors shall hold a valid Minnesota attorney license and have the required expertise to represent individuals in child protection cases.

15) Nondiscrimination

During the performance of this Contract, the Attorney agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits workers' compensation, health/death benefits, and indemnification for third-party personal injury or property damage claims.

16) Miscellaneous

Attorney's provision of services under this Contract shall not prevent attorney from accepting court appointments to provide legal counsel in matters outside the scope of this Contract. However, in the event of any conflict of interest presented by such representation by Attorney, provision of services under this Contract shall take precedence.

Attorney agrees to file with the Becker County Auditor a monthly written summary of time spent representing indigent clients in all phases of contested court proceedings and provide a record of the number of cases handled, case types, and other pertinent information requested by the Court Administrator or the County Auditor.

Attorney acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Attorney and that it is Attorney's sole obligation to comply with the applicable provisions of all Federal and State Tax laws.

Attorney shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

Attorney is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes, and paying all other employment tax obligations on their behalf.

17) Renewal

This Contract shall be automatically extended for an additional term of one year at the end of the term set out in Section 1, unless, on or before thirty (30) days prior to the end of the initial term or additional term, as the case may be, any party notifies the other party that it wishes to terminate the Contract at the end of such term.

IN WITNESS WHEREOF, the County of Becker has caused this Contract to be signed by its duly authorized officers and the Attorney has hereunto set his hand.

Attorney at Law

COUNTY OF BECKER, MINNESOTA

By: _____

By: _____

Its Chairperson, County Board

Dated: _____

Dated: _____

CONTRACT FOR LEGAL SERVICES CHILD PROTECTION

THIS AGREEMENT made and entered into by and between the COUNTY OF BECKER ("County") and Tom Winters ("Attorney"), all of which are collectively referred to herein as "the Parties."

RECITALS

WHEREAS, the County wishes to contract with Attorney for the provision of professional legal services in representation of individuals in child protection cases and child protection permanency cases, including, but not limited to: termination of parental rights, transfer of physical and legal custody or long term foster care and appeals of such cases, in the District Court, Court of Appeals and the Minnesota Supreme Court, this shall include any files that were previously appointed by the Court;

WHEREAS, the Attorney is duly licensed, qualified, and willing to perform the services;

WHEREAS, there are funds available for the purchase of these services;

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

1) **Term**

The Attorney agrees to furnish legal services and representation in actions for parents, who do not have private attorneys, and who are deemed indigent by the court in child protection cases and child protection permanency cases, including, but not limited to: termination of parent rights, transfer of physical and legal custody or long term foster care and appeals of such cases, in the District Court, Court of Appeals and the Minnesota Supreme Court during the period commencing January 1, 2026 and terminating December 31, 2027.

2) **Compensation**

Attorney **shall be paid the amount of Three Thousand One hundred Five Dollars (\$3,105) per month** and will be paid each and every month commencing January 1, 2026.

3) **Qualifications**

The Attorney represents that they are on the State Roster of Qualified CHIPS Parents' Attorneys, and that all times during the term of this contract they meet one of the following minimum qualifications:

- a. **Experience**: The attorney has represented at least 10 parties or participants in CHIPS matters during the two years immediately preceding the date the attorney submits an application to be listed on the roster of qualified parents' attorneys; OR
- b. **Training**: The attorney has completed at least 18 hours of core skills training related specifically to representation of parents in CHIPS proceedings approved by the

State Court Administration during the two years immediately preceding the date the attorney submits an application to be listed on the roster of qualified parents' attorneys; OR

- c. Supervision: The attorney is supervised by another attorney who meets either the experience or training qualification.

4) Services to be Provided

When appointed by the District Court Judge, the Attorney agrees to furnish legal services and representation in actions for parents, who do not have private attorneys, and who are deemed indigent by the district court Judge in child protection cases and child protection permanency cases including, but not limited to: termination of parent rights, transfer of physical and legal custody or long term foster care and appeals of cases and for all cases that were previously appointed by the Court. If the Attorney believes there is a conflict of interest with the client then the Attorney shall decline or withdraw from representation. The District Court Judge will have to select another attorney to represent the party. This will be done at County expense and have no financial impact on this Contract. The Attorney will follow all applicable rules of court when withdrawing from representation.

5) Children's Justice Initiative Participation

In addition to the services outlined in paragraph 4 above, the Attorney agrees to regularly and actively participate in the local Children's Justice Initiative (CJI) team meetings as well as any regional CJI meetings/conferences.

6) Payment for Services

Payment for services shall be made directly to the Attorney each month for services in the manner provided by law and day selected by the County in accordance with their procedures.

7) Independent Contractor Status

At all times and for all purposes hereunder, Attorney shall be an independent contractor and is not an employee of the County for any purpose. No statement contained in this Contract shall be construed so as to find Attorney to be an employee of the County, and Attorney shall not be entitled to any of the rights, privileges, or benefits of employees of the County, including but not limited to,

8) Indemnification and Insurance

The Attorney agrees to defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Attorney's performance or failure to adequately perform any obligations pursuant to this Contract. The Attorney shall carry malpractice insurance.

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The Attorney agrees to defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Attorney's performance or failure to adequately perform any obligations pursuant to this Contract.

The Attorney shall carry malpractice insurance.

10) Data Practices

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

11) Records Availability and Retention

Pursuant to Minn. Stat. 16C.05, Subd. 5, the Attorney agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Attorney and involve transactions relating to this Contract.

Attorney agrees to maintain these records for a period of six (6) years from the date of termination of this Contract.

12) Merger and Modification

- a) It is understood and agreed that the entire agreement between the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Contract are incorporated or attached and are deemed to be part of this Contract.
- b) Any material alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

13) Default and Cancellation

- a) If the Attorney fails to perform any of the provisions of this Contract or so fails to administer the work as to endanger the performance of the Contract, this shall constitute default. Unless the Attorney's default is excused, the County, may, upon written notice, immediately cancel this Contract in its entirety.
- b) This Contract may be cancelled with or without cause either party upon thirty (30) days written notice.

14) Subcontracting and Assignment

Attorney shall be allowed to enter into any subcontract for performance of any services contemplated under this Contract with the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Attorney shall be responsible for the performance of all subcontractors. All subcontractors shall hold a valid Minnesota attorney license and have the required expertise to represent individuals in child protection cases.

15) Nondiscrimination

During the performance of this Contract, the Attorney agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits workers' compensation, health/death benefits, and indemnification for third-party personal injury or property damage claims.

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Attorney agrees to file with the Becker County Auditor a monthly written summary of time spent representing indigent clients in all phases of contested court proceedings and provide a record of the number of cases handled, case types, and other pertinent information requested by the Court Administrator or the County Auditor.

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Attorney at Law

COUNTY OF BECKER, MINNESOTA

By: _____

By: _____

Its Chairperson, County Board

Dated: _____

Dated: _____

CONTRACT FOR LEGAL SERVICES CHILD PROTECTION

THIS AGREEMENT made and entered into by and between the COUNTY OF BECKER ("County") and Joshua Haugen ("Attorney"), all of which are collectively referred to herein as "the Parties."

RECITALS

WHEREAS, the County wishes to contract with Attorney for the provision of professional legal services in representation of individuals in child protection cases and child protection permanency cases, including, but not limited to: termination of parental rights, transfer of physical and legal custody or long term foster care and appeals of such cases, in the District Court, Court of Appeals and the Minnesota Supreme Court, this shall include any files that were previously appointed by the Court;

WHEREAS, the Attorney is duly licensed, qualified, and willing to perform the services;

WHEREAS, there are funds available for the purchase of these services;

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

1) **Term**

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Attorney at Law

COUNTY OF BECKER, MINNESOTA

By: _____

By: _____

Its Chairperson, County Board

Dated: _____

Dated: _____

AUTOMATIC EXTERNAL DEFIBRILLATOR (AED) POLICY

INTRODUCTION

Automatic External Defibrillators (AEDs) are placed throughout Becker County facilities to ensure lifesaving equipment is available in the event of a cardiac emergency. AED units are stored in wall-mounted cabinets with clearly marked 3D signage, placed in high-visibility areas.

I. PURPOSE

The purpose of this policy is to establish guidelines regarding the placement, maintenance, training, and use of Automatic External Defibrillators (AEDs) within Becker County facilities to ensure timely response during cardiac emergencies.

II. SCOPE

This policy applies to all Becker County employees, staff, and tenants within county-operated facilities.

III. POLICY STATEMENT

Becker County is committed to providing lifesaving equipment and training to protect the health and safety of employees, visitors, and the public. Trained personnel are encouraged to respond promptly in the event of a cardiac emergency using AEDs provided in county facilities.

IV. RESPONSIBILITIES

A. Safety Committee and Maintenance Department

The Becker County Safety Committee, in coordination with the Maintenance Department, shall oversee the AED program. Responsibilities include:

1. Ensuring all AEDs are current, operational, and within expiration dates.
2. Ensuring AEDs are deployed efficiently throughout county facilities.
3. Ensuring county personnel are trained in AED use and CPR.
4. Coordinating the replacement of AEDs that are damaged, expired, unusable, or have been used.

B. Employees and Staff

1. All employees are encouraged to complete AED and CPR training.
2. Staff shall be informed of AED locations within their respective buildings.

V. AED TRAINING

1. Becker County shall offer voluntary AED and CPR training to all personnel and building staff.
2. Training shall include instruction on proper AED use, basic CPR techniques, and emergency response procedures.

VI. AED LOCATIONS

AEDs shall be placed in locations within county facilities that allow optimal response times in emergencies. Current AED locations include:

- Courthouse Building
- Health and Human Services
- Highway Department
- Old/New Transfer Station
- Law Enforcement Facility
- Osage Shop
- Recycling Station
- Pay Station (Transfer Station)
- HHW Building

Note: AED locations will also be marked on building evacuation maps.

VII. GENERAL PROTOCOLS

1. AEDs are to be stored in wall-mounted cabinets with high-visibility signage.
2. AEDs are for use by trained personnel during cardiac emergencies.
3. Any use of an AED must be reported immediately to the Safety Committee and documented.
4. AEDs will be regularly inspected, maintained, and replaced as necessary to ensure functionality.

VIII. GOOD SAMARITAN LAW

Under **Minnesota Statutes §604A.01**, individuals who, in good faith, provide emergency care, including the use of an AED, are **protected from civil liability** for any injury or death resulting from acts or omissions during emergency care, provided that:

1. The assistance is rendered voluntarily and without expectation of compensation.
2. The care is provided in good faith and without gross negligence or willful misconduct.

This law encourages employees and citizens to assist in emergencies without fear of legal repercussions.

IX. REVIEW

This policy shall be reviewed annually by the Safety Committee to ensure compliance with best practices, technological updates, and state regulations.

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 01-26-2D

CONTRACT AMENDMENTS FOR
2025-2028 ROAD MAINTENANCE CONTRACTS

WHEREAS, there has been a contract termination for blading and snow plowing in two of the road maintenance areas due to the contractor going out of business; and

WHEREAS, it is desired to amend existing contracts with two contractors in adjacent maintenance areas to cover the needed work in the areas lost by the contract termination; and

WHEREAS, hourly rate quotes were provided by the two adjacent contractors as follow:

BIDDER	AREA	RATE	ESTIMATED HOURS	PRICE PER	TOTAL	TOTAL BID
GUSTNER CONSTRUCTION LLC 17872 COUNTY HIGHWAY 29 DETROIT LAKES, MN 56501	5	BLADE	400	\$ 170.00	\$ 68,000.00	\$ 76,200.00
		PLOW-GRADER	40	\$ 205.00		
		PLOW-TRUCK	40	\$ 205.00	\$ 8,200.00	
Current contract with County in Area 4						
THELEN'S EXCAVATING, INC 32996 CO RD 135 PARK RAPIDS, MN 56470	7	BLADE	300	\$ 145.00	\$ 43,500.00	\$ 47,850.00
		PLOW-GRADER	30	\$ 145.00	\$ 4,350.00	
		PLOW-TRUCK	30	\$ 140.00		
Current contract with County in Area 6						

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

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

Duly adopted this 20th day of January, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ Erica Jepson
Erica Jepson
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 January 20, 2026, as recorded in the record of proceedings.

Carrie Smith
County Administrator

QUOTE TABULATION REPORT

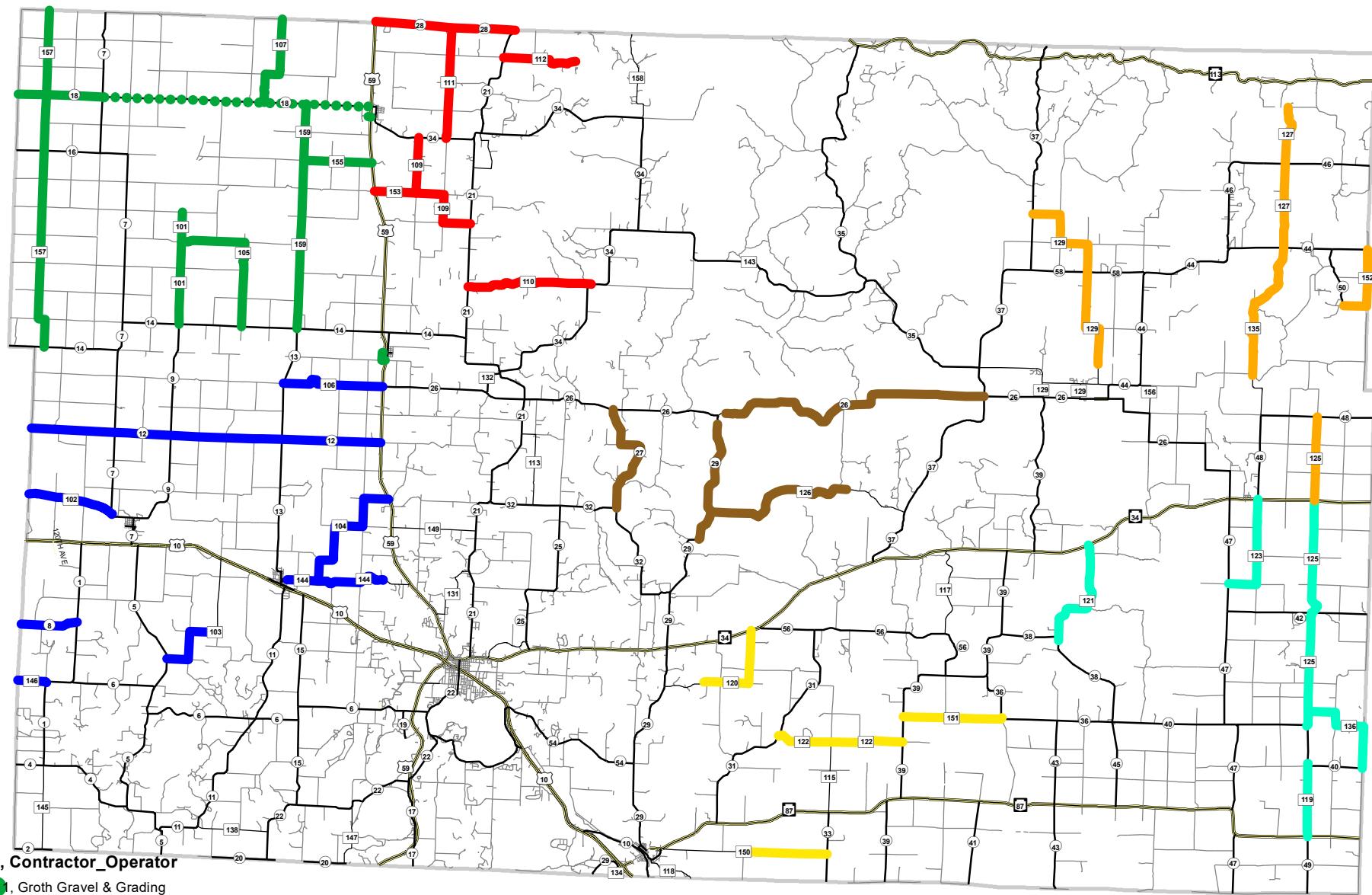
DATE 1/15/2026

BLADING & PLOWING

February 1st, 2026 to April 30, 2028

BIDDER	AREA	RATE	ESTIMATED HOURS	PRICE PER	TOTAL	TOTAL BID
PROJECTS UNLIMITED INC 56378 145TH ST MENAHLA, MN 56868	5	BLADE PLOW-GRADER PLOW-TRUCK	400 40 40	\$145.00 \$145.00 \$150.00	\$ 58,000.00 \$ 6,000.00	\$ 64,000.00
PROJECTS UNLIMITED CANCELED CONTRACT - EFFECTIVE 1/31/2026						
GUSTNER CONSTRUCTION LLC 17872 COUNTY HIGHWAY 29 DETROIT LAKES, MN 56501	5	BLADE PLOW-GRADER PLOW-TRUCK	400 40 40	\$170.00 \$205.00 \$205.00	\$ 68,000.00 \$ 8,200.00	\$ 76,200.00
Current contract with County in Area 4						
PROJECTS UNLIMITED INC 56378 145TH ST MENAHLA, MN 56868	7	BLADE PLOW-GRADER PLOW-TRUCK	300 30 30	\$145.00 \$150.00 \$150.00	\$ 43,500.00 \$ 4,500.00	\$ 48,000.00
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Current contract with County in Area 6						

Contractor Maintenance Areas



Area, Contractor Operator

- 1, Groth Gravel & Grading
- 2, Hendricks Road Maintenance
- 3, Groth Gravel & Grading
- 4, Gustner Construction
- 5, Gustner Construction
- 6, Thelen Excavating
- 7, Thelen Excavating

Becker County Highway Department
January 15th, 2025



COUNTY OF BECKER

Planning and Zoning

915 Lake Ave, Detroit Lakes, MN 56501

Phone: 218-846-7314 ~ Fax: 218-846-7266

Memo

To: Commissioners

From: Kyle Vareberg, Becker County Zoning Director

Date: January 14th, 2026

Subject: Proposed Zoning Ordinance Amendments.

Below is a list of current proposed Zoning Ordinance Amendments to be considered by the Zoning Ordinance Advisory Committee.

1. Establish requirement for data centers.
2. Building height amendments.
3. Land and vegetation alteration amendments.

Action: Request County Board authorization to proceed with said amendments to the Zoning Ordinance Advisory Committee.

Thank you.



COUNTY OF BECKER

Planning and Zoning

915 Lake Ave, Detroit Lakes, MN 56501

Phone: 218-846-7314 ~ Fax: 218-846-7266

Memo

To: Commissioners

From: Kyle Vareberg, Becker County Zoning Director

Date: January 14th, 2026

Subject: Conditional Use Permit Inspection Procedure.

Currently our office does not have any type of procedure in place for compliance inspections on conditional use permits (CUP) and other zoning permissions granted by the County Board. Recent discussions have occurred around this topic and how a procedure may be established. Items to be considered will be if the procedure should be established, historical timeline of CUP's to be inspected, and enforcement.

Action: Request County Board direction on establishing a conditional use permit inspection procedure.

Thank you.