BECKER COUNTY BOARD OF COMMISSIONERS
Regular Meeting
Date: Tuesday, October 20, 2026 at 8:15 AM
Location: Board Room, Courthouse
or
Virtual TEAMS Meeting Option
Call-In #: 763-496-5929 - Conference I.D.: 603 428 046#

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 October 6, 2026 3

8:25 Consent Agenda
1. Auditor-Treasurer: Regular Claims, Auditor Warrants, & Over 90 Days 7
2. Auditor-Treasurer: License List 8
3. Auditor-Treasurer: September 2026 Cash Comparison, Sales Tax, & Investment Report 9
4. Human Services: Regular Claims, Public Health, & Transit

8:30 Fair Board
1. Transit Building 12

8:45 Sunnyside Care Center
1. Update provided by Ashley McNally 13

9:00 Commissioners
1. Open Forum
2. Reports and Correspondence
3. Planning Commission Discussion
4. Appointments

9:30 County Administrator
1. Report
2. EDA Per Diem Recommendation

9:50 Human Services
1. Contract Information Summaries 17
2. MDH Rural Health Transformation Project CMHI Grant Award Agreement 18
3. Parking Lot Lease Agreement Amendment 43

9:55 Human Resources
1. Resolution 10-26-2D - Safety Grant Application 46
2. Safety Program 48

10:00 Break

10:05 Information Technology
1. Door System Upgrade and Licenses 77

10:10 Highway
1. Resolution 10-26-2C - Bid Award - 003-638-011 78
10:15 Land Use
1. Environmental Services
a) Resolution 10-26-2A - 2027 Solid Waste Assessment 80
b) Resolution 10-26-2B - 2027 Solid Waste Fees 83
2. NRM/Parks & Rec
a) Capital Purchase Request - Bobcat Tool Cat 89
b) Matt Smith Easement Application Consideration 120
10:25 Maintenance-Facilities
1. Courthouse Windows Upgrade 131
10:30 Planning & Zoning
1. Joint Powers Agreement - Height of Land Township 156
Adjourn

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

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

Agenda/Minutes:

1. Agenda – Motion and second to approve the agenda and add E-Waste Recycling to Environmental Services (Meyer, Hansen) carried.
2. Minutes – Motion and second to approve minutes of September 15, 2026 with the requested changes (Hansen, 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, License List: Tobacco License – Renewals: County 6 Gas & Bait – Tyler Kalberer – Lake View Twp, Richwood Store – Kerry Swiers – Richwood Twp, Ice Cracking Lodge – Tandra Parsons – Round Lake Twp, Lakes Corner Liquors – Aaron Aslesen – Erie Twp, Wildflower Golf Course – Beth Schupp – Lake Eunice Twp, Resolution 10-26-1A – Erie Township Four Corners Lions Club for a raffle at The Fishbowl in Erie Twp, January 30, 2027, August 2026 Cash Comparison, Sales Tax, & Investment Reports, Human Services: Regular Claims, Public Health, & Transit, Assessor: Abatements in the amount of $10,798, Sheriff: Intellihub Forward Thinking AP – Payment Options, CradlePoint Renewal (Nelson, Meyer) carried.

Commissioners:

1. Open Forum:
    - Walter Erickson – Road not adequate for the proposed wedding venue.
    - Rebecca Soukup – Missing minutes and agendas on the county website.
2. Reports and Correspondence: Reports were provided on the following meetings:
    - Commissioner Hansen – AMC Fall Conference, Ottertail Watershed, Environmental, RAC.

- Commissioner Meyer – RAC, Sheriff, DAC, Sunnyside, Fair Board.
- Commissioner Nelson – AMC Fall Conference, Sheriff, Sunnyside, Extension, MRC, Benefits.
- Commissioner Vareberg – Environmental, Safety, EDA.
- Commissioner Jepson – Fair Board, Extension, Benefits, EDA.

3. Appointments.
    - None.

County Administrator: presented by Carrie Smith.

1. Report.
    - Employee Wellness Fair – October 13.
    - Employee Recognition – October 14.
    - Human Resources Intern – Mya is a senior at DL School.
    - IDoc Records search has increased for the Recorder.
    - Looking for future Work Session dates.
2. F5 Project Grant.
    - Peer Mentoring with Probation clients has been severed.
    - Wade Erickson with Probation discussed using current model to find another form of peer support.
    - Motion and second to move forward with terminating and give notice to F5 that we will no longer be providing grant funding (Hansen, Nelson) carried.

Human Resources: presented by Teaira Christen.

1. Motion and second to approve the LELS Dispatch & Jail Memorandum of Agreement (Meyer, Nelson) carried.

Highway: presented by Jim Olson.

1. Motion and second to approve Resolution 10-26-1B – Ulteig Engineering Agreement pending County Attorney approval (Hansen, Vareberg) carried.
2. Road Tour Date: November 4 – 8:15 am at Highway.

EDA: presented by Cody Piper.

1. Motion and second to approve the Intergovernmental Service Agreement between Becker County EDA & Cass County HRA for Housing Programs Transition & Support pending County Attorney approval (Nelson, Vareberg) carried.

Land Use: presented by Steve Skoog.

1. Regional C & D Plan and Presentation by Brad Sullivan and Tyler Nelson.
    - MPCA is proposing new rules for C&D waste landfills with the goal of improving groundwater protection.
    - Presented 3 different scenarios for District 4 members, all with a cost to the county.
2. Motion and second to approve the Wood Grinding Contractor proposal from Harbo Tree Service in the amount of $29,750 (Nelson, Meyer) carried.
3. Motion and second to approve the Capital Purchase Request of a new Semi Tractor – 2028 Mack Anthem Gen2 64TY from RDO Truck Centers in the amount of $167,289.50 (Vareberg, Hansen) carried.
4. Motion and second to approve the Electronic Waste Service Agreement with Dynamic Lifecycle Innovations from 10/01/2026 to 09/30/2027 (Hansen, Nelson) carried.
5. Motion and second to approve the Professional Service Request for Sheetrock Recycling Permit to Widseth in the amount of $6,000 (Hansen, Meyer) carried.
6. Motion and second to temporarily suspend Electronics Recycling Fees for the following dates: October 22-27, 2026 (Nelson, Hansen) carried.

Planning and Zoning: presented by Kyle Vareberg.

1. Planning Commission Recommendations 09/30/2026.
    - Darlene & Jeffrey Hanson – Request a Conditional Use Permit to operate a Wedding Venue and Event Center.
        i. Applicants Darlene and Jeff Hanson shared their plan
        ii. The following people shared testimony in opposition of the Conditional Use Permit: Liza McCaslin, Tammy Baden, Josie Anderson, Nichole Anderson, Steve Schutz, Robin Anderson, Heather Hamlin.
        iii. Beth Pridday with the Small Business Development Center helped the applicants with the process and noted the applicants were bullied by people opposed to the site.
        iv. Motion by Commissioner Hansen and second by Commissioner Vareberg to concur with the Planning Commission to approve the application for Darlene & Jeffrey Hanson by Commissioner Hansen. Motion withdrawn by Commissioners Hansen and Vareberg for further discussion on stipulations.
        v. Motion and second to deny the application of Darlene and Jeffrey Hanson (Nelson, Jepson). Roll Call Vote: Nelson-Yes, Meyer-Yes, Hansen-No, Jepson-Yes, Vareberg-No, motion carried.

- Motion and second to concur with the Planning Commission to approve for Bruce & Marsha Qvammen the Request for a Preliminary Plat for nine lots to be known as The Oaks at Spring Creek (Nelson, Hansen) carried.
- Motion and second to concur with the Planning Commission to approve for Tyler & Elizabeth Peterson a Request for a Conditional Use Permit to operate a Repair and Maintenance Business (Hansen, Nelson) carried.

Motion and second to close the meeting at 11:29 am for Labor Negotiations pursuant to Minn. Stat. Section 13D.03 Subd. 1(b) (Meyer, Vareberg) carried.

Motion and second to come out of Closed Session at 12:06 pm (Hansen, Meyer) carried.

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

| | |
|---|---|
| /s/ Carrie Smith | /s/ Erica Jepson |
| Carrie Smith | Erica Jepson |
| County Administrator | Board Chair |

DRAFT

BECKER COUNTY BOARD OF COMMISSIONERS
Finance Committee Meeting
Date: Monday, October 19, 2026 at 8:30 AM

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

## County Administrator

1. Report
2. EDA Per Diem Discussion

## Auditor-Treasurer

1. Regular Claims, Auditor Warrants, & Over 90 Days
2. September 2026 Cash Comparison, Sales Tax, & Investment Report

## Human Services

1. Regular Claims, Public Health, & Transit
2. MDH Rural Health Transformation Project CMHI Grant Award Agreement
3. Parking Lot Lease Agreement Amendment

## Human Resources

1. Resolution 10-26-2D - Safety Grant Application

## Information Technology

1. Door System Upgrade & Licenses

## Highway

1. Resolution 10-26-2C - Bid Award - 003-638-011

## Land Use

1. Environmental Services
    a) Resolution 10-26-2A - 2027 Solid Waste Assessment
    b) Resolution 10-26-2B - 2027 Solid Waste Fees
2. NRM/ Parks & Rec
    a) Capital Purchase Request - Bobcat Tool Cat

## Maintenance-Facilities

1. Courthouse Windows Upgrade

## Adjourn

# BECKER COUNTY BOARD OF COMMISSIONERS MEETING 10/20/2026

**BECKER COUNTY AUDITOR TREASURER**

## Tobacco License – Renewal

1. Chief Corner Store – Patricia Moran – Pine Point Township
2. The Cormorant Store – Lars Odegaard – Cormorant Township
3. Osage Bait and Tackle – Peggy Branstrom – Osage Township
4. Seven Sisters Spirits – Noah Danielson – Lake View Township
5. Toad Lake Store – Cynthia Knoll – Toad Lake Township
6. Two Inlets Country Store – Robert Peterson – Two Inlets Township
7. 4 Corners Convenience Store – Joshua Swangler – Erie Township

# BECKER COUNTY
# CASH COMPARISON

| FUND | September 2025 | September 2026 | % Change | August 2026 |
|---|---|---|---|---|
| **REVENUE FUND** | | | | |
| **REVENUE FUND** | $ 16,610,738.40 | $ 18,876,046.54 | 13.64% | $ 19,062,149.79 |
| **DESIGNATED** | | | | |
| LAW LIBRARY | 37,449.20 | 58,143.73 | 55.26% | 52,674.43 |
| ATTORNEY'S FORFEITURES | 85,371.42 | 61,648.48 | -27.79% | 61,648.48 |
| RECORDERS EQUIPMENT | 16,957.87 | 45,042.68 | 165.62% | 44,694.46 |
| RECORDERS ENHANCEMENT | 105,233.79 | 54,120.79 | -48.57% | 65,659.79 |
| TRANSIT | 88,660.08 | 144,463.57 | 62.94% | (18,923.93) |
| TRANSIT LOCAL RESERVE | 37,279.73 | 37,279.73 | 0.00% | 37,279.73 |
| 2023 PUBLIC SAFETY AID | 4,060.47 | - | -100.00% | - |
| **TOTAL REVENUE FUND** | **$ 16,985,750.96** | **$ 19,276,745.52** | **13.49%** | **$ 19,305,182.75** |
| **SPECIAL REVENUE FUNDS** | | | | |
| **PUBLIC SAFETY** | $ 473,037.27 | $ (189,783.56) | -140.12% | $ 149,678.21 |
| E-911 | 391,721.13 | 481,620.65 | 22.95% | 448,932.31 |
| **ROAD AND BRIDGE** | (3,324,787.68) | 637,329.27 | -119.17% | (573.87) |
| **HUMAN SERVICES** | 10,128,472.52 | 10,304,824.13 | 1.74% | 11,073,799.23 |
| **RECREATION** | 174,183.18 | 269,914.54 | 54.96% | 280,795.22 |
| **RESOURCE DEVELOPMENT** | 977,647.93 | 678,804.31 | -30.57% | 905,194.03 |
| **ENVIRONMENTAL AFFAIRS** | 2,756,309.63 | 3,720,542.18 | 34.98% | 3,574,170.84 |
| **DEBT FUNDS** | 1,370,853.19 | 1,376,209.44 | 0.39% | 1,361,209.44 |
| **DITCH FUND** | 215.64 | 215.64 | 0.00% | 215.64 |
| **SUNNYSIDE CARE CENTER** | 2,727,019.54 | 2,043,391.02 | -25.07% | 1,984,115.41 |
| **NATURAL RESOURCE MGT** | 215,241.09 | 552,993.05 | 156.92% | 510,634.81 |
| **GRAVEL RESERVE** | 682,373.36 | 363,789.56 | -46.69% | 360,924.04 |
| **OPIOID SETTLEMENT FUND** | 618,328.92 | 539,322.89 | -12.78% | 433,015.98 |
| **DISASTER RELIEF TRACKING FUND** | - | (66,192.66) | -100.00% | (54,692.66) |
| **SAHA TRUST** | - | 79,945.33 | 100.00% | 79,945.33 |
| **GENERAL - SPECIAL** | 1,472,482.91 | 1,358,764.92 | -7.72% | 1,348,326.92 |
| **TOTAL SPECIAL REVENUE FUNDS** | **$ 18,663,098.63** | **$ 22,151,690.71** | **18.69%** | **$ 22,455,690.88** |
| **AGENCY FUNDS** | | | | |
| **BCCI** | $ 208,981.77 | $ 254,483.58 | 21.77% | $ 191,504.06 |
| **TAXES AND PENALTIES** | 5,859,389.67 | 8,479,077.02 | 44.71% | 5,087,036.81 |
| **CLEARING FUNDS** | 1,024,324.97 | 803,509.95 | -21.56% | 1,046,930.90 |
| **TOTAL AGENCY PASS THRU FUNDS** | **$ 7,092,696.41** | **$ 9,537,070.55** | **34.46%** | **$ 6,325,471.77** |
| **TOTAL CASH & INVESTMENTS** | **$ 42,741,546.00** | **$ 50,965,506.78** | **19.24%** | **$ 48,086,345.40** |

**Becker County Sales & Use Tax**

**2014**

| Month | Receipt 1 | Receipt 2 | Total Receipts | Fees | Net Total |
|---|---|---|---|---|---|
| | 606,000.00 | 129,165.85 | 735,165.85 | (31,350.71) | 703,815.14 |

**2015**

| Month | Receipt 1 | Receipt 2 | Total Receipts | Fees | Net Total |
|---|---|---|---|---|---|
| | 1,925,000.00 | 199,199.05 | 2,124,199.05 | (26,358.15) | 2,097,840.90 |

**2016**

| Month | Receipt 1 | Receipt 2 | Total Receipts | Fees | Net Total |
|---|---|---|---|---|---|
| | 1,912,893.48 | 209,748.19 | 2,122,641.67 | (27,908.63) | 2,094,733.04 |

**2017**

| Month | Receipt 1 | Receipt 2 | Total Receipts | Fees | Net Total |
|---|---|---|---|---|---|
| | 2,172,000.00 | 233,642.63 | 2,405,642.63 | (29,318.97) | 2,376,323.66 |

**2018**

| Month | Receipt 1 | Receipt 2 | Total Receipts | Fees | Net Total |
|---|---|---|---|---|---|
| | 2,281,000.00 | 365,457.85 | 2,646,457.85 | (33,661.93) | 2,612,795.92 |

**2019**

| Month | Receipt 1 | Receipt 2 | Total Receipts | Fees | Net Total |
|---|---|---|---|---|---|
| | 2,452,000.00 | 222,944.01 | 2,674,944.01 | (34,367.81) | 2,640,576.20 |

**2020**

| Month | Receipt 1 | Receipt 2 | Total Receipts | Fees | Net Total |
|---|---|---|---|---|---|
| | 2,563,000.00 | 279,602.16 | 2,842,602.16 | (36,985.03) | 2,805,617.13 |

**2021**

| Month | Receipt 1 | Receipt 2 | Total Receipts | Fees | Net Total |
|---|---|---|---|---|---|
| | 2,957,000.00 | 376,489.88 | 3,333,489.88 | (38,856.08) | 3,294,633.80 |

**2022**

| Month | Receipt 1 | Receipt 2 | Total Receipts | Fees | Net Total |
|---|---|---|---|---|---|
| | 3,230,000.00 | 485,045.29 | 3,715,045.29 | (38,854.14) | 3,676,191.15 |

**2023**

| Month | Receipt 1 | Receipt 2 | Total Receipts | Fees | Net Total |
|---|---|---|---|---|---|
| | 3,471,000.00 | 307,883.00 | 3,778,883.00 | (38,200.43) | 3,740,682.57 |

**2024**

| Month | Receipt 1 | Receipt 2 | Total Receipts | Fees | Net Total |
|---|---|---|---|---|---|
| | 3,464,709.18 | 61,883.40 | 3,526,592.58 | (19,435.57) | 3,507,157.01 |

**2025**

| Month | Receipt | | | Fees | Net Total |
|---|---|---|---|---|---|
| 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 | 344,912.96 | | 344,912.96 | (3,104.22) | 341,808.74 |
| | 3,891,462.18 | - | 3,891,462.18 | (35,023.15) | 3,856,439.03 |

**2026**

| Month | Receipt | | | Fees | Net Total |
|---|---|---|---|---|---|
| November | 323,913.45 | | 323,913.45 | (2,915.22) | 320,998.23 |
| December | 284,894.50 | | 284,894.50 | (2,564.05) | 282,330.45 |
| January | 325,240.95 | | 325,240.95 | (2,927.17) | 322,313.78 |
| February | 229,571.22 | | 229,571.22 | (2,066.14) | 227,505.08 |
| March | 236,648.33 | | 236,648.33 | (2,129.83) | 234,518.50 |
| April | 314,248.68 | | 314,248.68 | (2,828.24) | 311,420.44 |
| May | 309,714.20 | | 309,714.20 | (2,787.43) | 306,926.77 |
| June | 396,173.61 | | 396,173.61 | (3,565.56) | 392,608.05 |
| July | **458,535.56** | | 458,535.56 | (4,126.82) | **454,408.74** |
| August | | | - | | - |
| **September** | | | - | | - |
| October | | | - | | - |
| | 2,878,940.50 | - | 2,878,940.50 | (25,910.46) | 2,853,030.04 |
| **Grand Total** | **33,805,005.34** | **2,871,061.31** | **36,676,066.65** | **(416,231.06)** | **36,259,835.59** |

***Please note **effective April 2024** ONE payment of GROSS REVENUE and ADMINISTRATVE 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***
***September 30, 2026***

| 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% | 10/14/26 | 245,000.00 | 245,000.00 |
| **Deerwood Bank** | | | | | | | |
| CDB CD | CDBoO | 09-13 | 3.450% | 3.450% | 7/18/27 | 500,000.00 | 500,000.00 |
| CDB CD | CDBoO | 13-1 | 3.450% | 3.450% | 2/15/27 | 425,000.00 | 425,000.00 |
| **Midwest bank** | | | | | | | |
| MW CD | Midwest | 0-09 | 4.000% | 4.000% | 6/8/27 | 96,000.00 | 96,000.00 |
| MW CD | Midwest CDARS | 10-09 | 3.922% | 3.922% | 7/2/27 | 1,000,000.00 | 1,000,000.00 |
| **State Bank of Lake Park** | | | | | | | |
| SBLP CD | State Bank of LP | 01-09 | 4.110% | 4.110% | 9/30/27 | 169,152.03 | 169,152.03 |
| **United Community Bank of Frazee** | | | | | | | |
| UCB CD | UCBoF | 23-07 | 3.300% | 3.300% | 7/7/28 | 208,268.24 | 208,268.24 |
| **Raymond James** | | | | | | | |
| MK Florida HSG Fin Corp Rev Taxable Home Mtg Bds | | 26-01 | 3.722% | 3.722% | 1/1/29 | 255,000.00 | 247,072.05 |
| MKI Florida HSG Fin Corp Rev Taxable Home Mtg Bds | | 26-02 | 3.772% | 3.722% | 7/1/29 | 300,000.00 | 288,771.00 |
| MK FFCB | Federal Farm Credit Banks | 26-10 | 3.800% | 3.800% | 3/16/29 | 245,000.00 | 236,248.60 |
| MK FFCB | Federal Farm Credit Banks | 26-04 | 3.831% | 3.831% | 10/21/30 | 532,086.20 | 512,731.60 |
| MK FHLB | Federal Home Loan Bank | 25-05 | 4.000% | 4.000% | 7/2/30 | 500,000.00 | 481,180.00 |
| MK FHLB | Federal Home Loan Bank | 25-06 | 4.080% | 4.080% | 7/23/29 | 305,000.00 | 298,826.80 |
| MK CD | Corporate Amer Fam | 26-05 | 3.850% | 3.850% | 8/28/28 | 249,000.00 | 246,383.01 |
| MK CD | First Southwest Bank Alamosa Colorado | 24-08 | 3.800% | 3.800% | 9/5/28 | 150,000.00 | 147,171.00 |
| MK CD | Discover Bank Greenwood, DE | 22-07 | 4.850% | 4.850% | 11/9/26 | 244,000.00 | 244,180.56 |
| MK CD | Optum Bank Inc Draper Utah FDIC | 26-08 | 3.700% | 3.700% | 3/11/30 | 245,000.00 | 235,322.50 |
| MK CD | JP Morgan Chase Bank NA | 26-13 | 4.500% | 4.500% | 1/14/30 | 140,000.00 | 137,438.00 |
| MK CD | Texas Exch Bank SSB Crowley, TX | 26-09 | 3.800% | 3.800% | 3/13/30 | 240,000.00 | 231,211.20 |
| **Wells Fargo Advisors (Formerly Wachovia Securities)** | | | | | | | |
| WFA BOND | US Treasury Notes | 22-03 | 2.750% | 2.750% | 4/30/27 | 324,972.65 | 326,944.20 |
| WFA FHLMC | Federal Home Loan Mtg Corp | 25-03 | 4.000% | 4.000% | 4/17/29 | 1,497,000.00 | 1,465,515.00 |
| WFA CD | Capital One NA CD | 26-14 | 4.500% | 4.500% | 9/2/31 | 230,000.00 | 224,270.70 |
| WFA CD | UBS Bank USA CD | 24-07 | 3.850% | 3.850% | 8/30/27 | 245,000.00 | 243,713.75 |
| WFA CD | KS Bank Inc CD | 25-08 | 3.550% | 3.550% | 10/31/30 | 245,000.00 | 231,850.85 |
| WFA CD | Morgan Stanley PVT BK CD | 26-03 | 3.900% | 3.900% | 1/28/31 | 245,000.00 | 234,251.85 |
| WFA CD | Synchrony Bank CD | 23-08 | 5.050% | 5.050% | 10/27/26 | 245,000.00 | 245,053.90 |
| WFA CD | Sallie Mae Bank/Salt CD | 24-09 | 4.050% | 4.050% | 11/22/27 | 245,000.00 | 243,694.15 |
| WFA CD | American Expr National Bk CD | 25-04 | 4.250% | 4.250% | 6/12/28 | 245,000.00 | 243,049.80 |
| WFA CD | Morgan Stanley BK NA CD | 25-09 | 3.850% | 3.850% | 12/10/30 | 245,000.00 | 234,215.10 |
| WFA CD | State Bank of India CD | 25-07 | 3.750% | 3.750% | 10/22/30 | 245,000.00 | 233,742.25 |
| WFA CD | Celtic Bank CD | 26-12 | 4.200% | 4.200% | 6/24/31 | 230,000.00 | 221,699.30 |
| WFA CD | Manuf & Traders TR CO CD | 26-11 | 4.200% | 4.200% | 6/15/29 | 230,000.00 | 225,864.60 |
| WFA CD | BMW BK N America CD | 26-06 | 3.700% | 3.700% | 3/20/28 | 245,000.00 | 241,692.50 |
| WFA CD | Bankfirst Norfolk CD | 26-07 | 3.650% | 3.650% | 3/27/28 | 245,000.00 | 241,430.35 |
| **Total Pooled Investments - Securities** | | | | | | **11,010,479.12** | **10,806,944.89** |

**Summary of Investments by Type**

| | Book Value | Fair Value |
|---|---|---|
| CD's | 6,051,420.27 | 5,949,655.64 |
| CDARS | 1,000,000.00 | 1,000,000.00 |
| Jumbo CDs | | |
| Local Gov Issues | 0.00 | 0.00 |
| Govt. Securities | 555,000.00 | 535,843.05 |
| Treasury | 324,972.65 | 326,944.20 |
| FNMA | 0.00 | 0.00 |
| FHLBMSUCP | 0.00 | 0.00 |
| FHLMC | 1,497,000.00 | 1,465,515.00 |
| FFCB | 777,086.20 | 748,980.20 |
| FHLB | 805,000.00 | 780,006.80 |
| **Totals** | **11,010,479.12** | **10,806,944.89** |

**Investment Summary by Fund**

| | | |
|---|---|---|
| **Revenue Fund** | 11,010,479.12 | 10,806,944.89 |
| | **11,010,479.12** | **10,806,944.89** |
| **Fair Market Value Adjustment** | | **(203,534.23)** |

# Transit Building Proposal

The former Transit Building has now sat largely unused for approximately two years. The Fair Board believes this is a good opportunity to put the building back into productive use while reducing the County's long-term responsibility for an otherwise underutilized facility.

Transferring the building to the Becker County Ag Society would place it with an organization already operating and maintaining the surrounding fairgrounds. The building would become part of the active use of the property, receive regular attention and maintenance, and provide useful space without requiring the County to continue managing a separate building that it no longer actively uses.

The Fair Board also sees an opportunity to expand the building's benefit to the community. One immediate need is space for 4-H archery, providing a permanent location for a youth program already serving Becker County families. The facility could also be used for other Fair, agricultural, educational, and community activities throughout the year.

The County would not lose the ability to benefit from the facility. The Fair Board would make the building available, when scheduling allows, for Becker County Extension programs and other County purposes.

Most importantly, the arrangement would give the building a clear purpose and long-term stewardship. Rather than continuing to maintain an empty County building, the county would have an actively used community facility located on the fairgrounds, with the Ag Society responsible for its ownership, operation and care.

**Request: Transfer of Ownership**

Becker County transfers ownership of the Transit Building to the Becker County Agricultural Society.

The Fair Board assumes responsibility for utilities, propane, insurance, maintenance, repairs, and operation of the building.

**Equitable Cost-Sharing for Publicly-Owned Nursing Facilities (ECPN)**
**January 1, 2027 through December 31, 2027**

**Estimated Revenue Calculation**

**03001**
**SUNNYSIDE CARE CENTER**

| **Reported Resident Days for 10/01/2025 - 9/30/2026** | MA/PP Days | ECPN Rate per Day | **Estimated January - December 2027 Revenue** | | Non-Federal Share of MA Revenue | **Monthly Payment by Owner to DHS January to December 2027** |
|---|---|---|---|---|---|---|
| Medical Assistance | 6,168 | 7.00 | $43,176.00 | MA | $21,588.00 | **$1,799.00** |
| Private Pay | 2,662 | 7.00 | $18,634.00 | Private Pay | | |
| | | | $61,810.00 | | | |

You may change the resident days in Cells D11 and D13 to reflect a more recent 12 month period

You may also change the ECPN rate per day in Cells E11 and E13 to an amount less than the maximum.

DEPARTMENT OF HUMAN SERVICES

Erase Form

**Application for Equitable Cost-Sharing for Publicly-Owned Nursing Facilities (ECPN)**

**Minnesota Statues, 256R.48 - January 1, 2027 through December 31, 2027**

## 1) Facility

Legal Name: Becker County Nursing Home

DBA for Facility *(if applicable)*: Sunnyside Care Center

NPI Number: 1831126374

Address: 16561 US HWY 10

City: Lake Park

Zip Code: 56554

### Administrator of facility

Name: Ashley McNally

Email Address: ashley.mcnally@sunnysidecarecenter.com

Phone: (218) 238-6366

### Other facility contact

Name: Ashley McNally

Email Address: ashley.mcnally@sunnysidecarecenter.com

Phone: (218) 238-6366

### Physical plant owner(s) and percentage ownership

Legal Name & Percentage of Ownership: Becker County Board of Commissioners 100 %

Email Address: carrie.smith@co.becker.mn.us

Address: 915 Lake Ave Detroit Lakes MN 56501

Legal Name & Percentage of Ownership: NA %

Email Address: NA

Address: NA

### Physical plant owner contact(s)

Name: Carrie Smith

Title: County Administrator

Email Address: carrie.smith@co.becker.mn.us

Address (if different from above): 915 Lake Ave Detroit Lakes MN 56501

Phone: (218) 846-7311

Name: NA

Title: NA

Email Address: NA

Address (if different from above): NA

Phone:

## 2) License holder

(●) Facility ( ) Physical plant owner

### License holder contact (if different from above)

Name _____ Title _____ Email Address _____

Address _____ Phone _____

## 3) Election for requested rate increase

Facility requests an increase to the payment rate of $ 7.00 , not to exceed **$10.08** per resident day.

## 4) IMPORTANT – Person and address where ECPN invoices should be mailed. Please notify David Hill at the email below if this changes.

Contact Person: Mary Hendrickson

Title: Auditor-Treasurer

Entity Name: Becker County

Phone Number: (218) 846-7311

Email Address: mary.hendrickson@co.becker.mn.us

Mailing Address: 915 Lake Ave Detroit Lakes MN 56501

## 5) Terms and conditions

The undersigned understands and agrees that:

- Participation is through December 31, 2027 unless terminated by either party.
- Application to participate in this program is voluntary and may be terminated with thirty days written notice.
- Commissioner may reduce payment rates under the ECPN program and may terminate the program at any time at the sole discretion of the commissioner.
- The new or increased contributions for the non-federal share of the Medicaid payments are certified to be voluntary and the State is in no way requiring provision of the funding.

- The full benefit of participation in the ECPN program must stay with the nursing facility. The owner agrees to not take any of the benefit away from the facility. The nursing facility agrees that facility resources will not be used to pay the non-federal share of Medicaid payments to the local government entity or to the State. **The owner agrees to not use facility resources to pay the non-federal share of Medicaid payments.**
- The intergovernmental transfer for the increased contribution for the non-federal share of Medicaid payments must be received prior to the payment of the alternate rate.
- During the effective period of this application, owner may reduce participation level one time during the rate year, with at least 30 days written notice before the first day of any month.
- To continue participation in the ECPN program, the local government entity must either be the facility license holder or owner of the physical plant. Participation in the program will be terminated effective on the first day of the month following a change in status if the local entity is no longer either the facility license holder or owner of the physical plant. On the date of termination, payment rates will be adjusted to the level they would have been if the local government entity had not participated.

I certify that the information contained herein is true and accurate to the best of my knowledge, that I accept the Terms and Conditions stated in part 5 of this application and that I am authorized to submit this application on behalf of the owner.

**By signing this, Local Governmental Entity agrees that the Nursing Facility will not reimburse to the Local Governmental Entity the non-federal portion of Medicaid Payments**

**Signature of Authorized Local Government Representative (City, County, or Hospital District)**

Local Representative Signature

Date

Printed Name

Title

Email Address

**By signing this, Nursing Facility agrees that the Nursing Facility will not reimburse to the Local Governmental Entity the non-federal portion of Medicaid Payments**

**Signature of Nursing Facility Administrator**

Date

Printed Name

Title

Email Address

**Return completed form by email to:**

**dhs.nfrp.costreport@state.mn.us**

# Contract Information Summaries

**1a. DL-BJT, LLP**

This agreement grants Human Services the use of approximately 30 surface parking spaces located at 707 Minnesota Ave, during reasonable daytime hours. The cost per space changes to $20 per month with this amendment.

30 Spaces @ $20 per month $600 monthly

***Contract Change*s:**

*-An increase of $7.50 to each space, from $12.50 to $20.00*

*-An increase of $225 per month, from $375 to $600 per month*

***Termination Requirements**:*

*60 Day Advance Written Notice*

**1b. Minnesota Department of Health (MDH) Rural Health Transformation Program – Child and Adolescent Mental Health Initiatives Grant Award**

These grant funds will be used to hire a Child Mental Health Initiative (CMHI) Coordinator to lead project implementation, stakeholder engagement, regional planning, and coordination activities across Becker, Clay, Otter Tail and Wilkin Counties. Through an RFP process, the funds will be used to conduct a comprehensive regional Child and Adolescent Mental Health Needs Assessment across those same counties.

This grant begins the day all signatures have been acquired and expires on October 30, 2030, or until all obligations have been fulfilled to the satisfaction of MDH, whichever comes first.

Grant Funds Awarded **NTE** **$277,082**

***Contract Change*s:**

*New Grant Award*

***Termination Requirements**:*

*21 Days Advance Written Notice*

# Minnesota Department of Health
## Grant Agreement Cover Sheet

You have received a Grant Agreement from the Minnesota Department of Health (MDH). Information about the Grant Agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

**Attachment:** Grant Agreement
**Contact for MDH:** Bekah Ehlebracht, 651-201-3780, bekah.ehlebracht@state.mn.us

| Grantee SWIFT Information | Grant Agreement Information | Program & Funding Information |
|---|---|---|
| **Name of MDH Grantee** (as it appears in SWIFT)**:** Becker County DBA Becker County Human Services | **SWIFT Contract Number:** 296492 | **MDH Program Name:** Rural Health Transformation Program – Child and Adolescent Mental Health Initiatives |
| **SWIFT Vendor Number:** 0000197276<br><br>**SWIFT Vendor Location Code:** 009 | **Effective Date:** October 1, 2026, OR the date all signatures are collected, and the agreement is fully executed, whichever is later.<br><br>**Expiration Date:** October 30, 2030 | **Total State Grant Funds:** $0<br>**Total Federal Grant Funds:** $277,082<br>**Total Grant Funds *(all funds)*:** $277,082 |

Minnesota Department of Health

# Grant Agreement

This Grant Agreement is between the State of Minnesota, acting through its Commissioner of the Department of Health ("MDH") and Becker County DBA Becker County Human Services ("Grantee"). Grantee's address is 712 Minnesota Avenue, Detroit Lakes, MN 56501.

## Recitals

1. MDH is empowered to enter into this Grant Agreement under Minn. Stat. §§ 144.05, 144.0742 and Section 71401 of Public Law 119-21.

2. MDH is in need of regional Child and Adolescent Mental Health Initiatives that bring counties and consortia of counties together to regionally coordinate mental health crisis services and support child and adolescent mental health as a part of the Minnesota Rural Health Transformation Program.

3. The vision of MDH is for health equity in Minnesota, where all communities are thriving and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.

4. Grantee represents that it is duly qualified and will perform all the activities according to the terms of this Grant Agreement.

## Grant Agreement

**1. Term of Agreement**

*1.1.* ***Effective Date***
October 1, 2026, or the date MDH obtains all required signatures under Minn. Stat. § 16B.98, subd. 5, whichever is later. Per Minn. Stat. § 16B.98, subd 7, no payments will be made to the Grantee until this Grant Agreement is fully executed. Grantee must not begin work until this Grant Agreement is fully executed and MDH's Authorized Representative has notified Grantee that work may commence. No costs may be incurred prior to the Grant Agreement being fully executed.

*1.2.* ***Expiration Date***
October 30, 2030, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first.

*1.3.* ***Survival of Terms***

The following clauses survive the expiration or cancellation of this Grant Agreement: Liability; Financial Examinations; Government Data Practices; Tax Compliance Verification; Ownership of Equipment and Supplies; Intellectual Property; Publicity and Endorsement; and Governing Law, Jurisdiction, and Venue.

## 2. Activities

### *2.1. MDH's Activities*

MDH activities, in accordance with the Minnesota Department of Administration's Office of Grants Management's policies and federal regulations, may include but are not limited to financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation.

### *2.2. Grantee's Activities*

Grantee, who is not a state employee, shall conduct the activities specified in Exhibit A, which is attached and incorporated into this Grant Agreement.

## 3. Time

Grantee is required to perform all of the activities stated in this Grant Agreement, and any incorporated exhibits, within the Grant Agreement period. MDH is not obligated to extend the Grant Agreement period. Failure to meet a deadline may be a basis for a determination by MDH's Authorized Representative that Grantee has not complied with the terms of the Grant Agreement.

## 4. Award and Payment

MDH will award funds to Grantee for all activities performed in accordance with this Grant Agreement.

### *4.1. Grant Award*

Reimbursement will be in accordance with the agreed upon budget contained in Exhibit B, which is attached and incorporated into this Grant Agreement.

### *4.2. Administrative Costs.*

Grantee agrees that administrative costs must be necessary and reasonable as a condition of this Grant Agreement pursuant to Minn. Stat. § 16B.98, subd 1. Administrative costs will be reimbursed in accordance with the agreed upon budget.

### *4.3. Travel Expenses*

Grantee will be reimbursed for mileage at the current IRS rate in effect at the time the travel occurred; meals and lodging expenses will be reimbursed in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget ("MMB"); or, at the Grantee's established rate (for all travel related costs), whichever is lower, at the time travel occurred. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless Grantee has received MDH's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out-of-state.

*4.4.* ***Budget Modifications***

Grantee may modify any line item in the most recently agreed-upon budget by up to 10 percent without prior written approval from MDH. Grantee must notify MDH of any modifications up to 10 percent in writing no later than the next invoice. Grantee must obtain prior written approval from MDH for line-item modifications greater than 10 percent. Grantee's failure to obtain MDH's prior approval may result in denial of modification request, loss of funds, or both. The total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed under "Total Obligation."

*4.5.* ***Total Obligation***

The total obligation of MDH for all compensation and reimbursements to Grantee under this Grant Agreement will not exceed $277,082.

*4.6.* ***Terms of Payment***

4.6.1. ***Invoices***

MDH will promptly pay Grantee after Grantee presents an itemized invoice for the activities actually performed and MDH's Authorized Representative accepts the invoiced activities. Invoices must be submitted at least quarterly or according to a schedule agreed upon by the Parties. The final invoice is due 30 calendar days after the expiration date of the Grant Agreement.

4.6.2. ***Federal Funds***

Payments under this Grant Agreement will be made in whole, or in part, from federal funds obtained by MDH through the award(s) listed in Exhibit C, including public law and all amendments. Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Grantee's failure to comply with federal requirements.

*4.7.* ***Contracting and Bidding Requirements***

4.7.1. ***Municipalities***

A grantee that is a municipality, as defined in Minn. Stat. § 471.345, subd. 1, is subject to the contracting requirements set forth under Minn. Stat. § 471.345. Projects that involve construction work are subject to the applicable prevailing wage laws, including those under Minn. Stat. § 177.41, et. seq.

4.7.2. ***Non-municipalities***

Grantees that are not municipalities must adhere to the following standards in the event that activities assigned to Grantee are to be subcontracted out to a third party:

i. Any services or materials that are expected to cost $100,000 or more must undergo a formal notice and bidding process.

ii. Services or materials that are expected to cost between $25,000 and $99,999 must be competitively awarded based on a minimum of three verbal quotes or bids or awarded to a targeted vendor.

iii. Services or materials that are expected to cost between $10,000 and $24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.

iv. Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the following entities are used when possible:

1) Minnesota Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List (https://mn.gov/admin/osp/government/procuregoodsandgeneralservices/tgedvo-directory/);
2) Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program (https://mnucp.metc.state.mn.us/); or
3) Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program (https://cert.smwbe.com/).

v. Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, awarding and administration of contracts.

vi. Grantee must maintain support documentation of the purchasing or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

vii. Notwithstanding parts (i) through (iv) above, MDH may waive the formal bidding process requirements when:

- Vendors included in response to a competitive grant request for proposal process were approved and incorporated as an approved work plan for the Grant Agreement or
- There is only one legitimate or practical source for such materials or services and Grantee has established that the vendor is charging a fair and reasonable price.

viii. Projects that involve construction work of $25,000 or more, are subject to applicable prevailing wage laws, including those under Minn. Stat. §§ 177.41 through 177.50.

ix. Grantee must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government. The list of debarred vendors in Minnesota is available at: Suspended/Debarred Vendors (https://mn.gov/admin/osp/government/suspended-debarred/). The list of suspended and debarred entities by the federal government is available at www.sam.gov.

**5. Conditions of Payment**

All activities performed by Grantee pursuant to this Grant Agreement must be performed in accordance with the terms of this Grant Agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in

accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Applicable state laws include, but are not limited to, the Minnesota Human Rights Act (Minn. Stat. ch. 363A) which prohibits discrimination on the basis of race, color, creed, religion, national origin, sex, gender, identity, sexual orientation, age, marital status, public assistance status, familial status, and disability. MDH will not pay Grantee for work that MDH determines is noncompliant with the terms and conditions of this Grant Agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

## 6. Requirements for Other Legal Agreements

*6.1.* Grantee must utilize a formal legal agreement if it engages with another party to carry out a portion of the activities listed in this Grant Agreement. Grantee must provide timely notice to MDH of any such agreement prior to the other party/ies performing work under this Grant Agreement. Such notice must include the name of the other party; description of the activities to be performed; dates activities will be performed; and the total budget.

*6.2.* Grantee must monitor the activities of the other party/ies to ensure funds are used for authorized purposes; is in compliance with the terms and conditions of the legal agreement, Minn. Stat. § 16B.97, subd. 4(a)(1), and other relevant statutes and regulations; and that performance goals are achieved.

*6.3.* If MDH becomes aware of unsatisfactory performance and or noncompliance, MDH reserves the right to require Grantee to terminate the legal agreement with the other party.

*6.4.* No legal agreement with any other party shall terminate or in any way affect the legal responsibility of the Grantee to MDH for timely and satisfactory performance of the Grant Agreement.

*6.5.* Grantee and the other party must not enter into a legal agreement with vendors who are suspended or debarred by the State of Minnesota or the federal government. The list of debarred vendors in Minnesota is available at: Suspended/Debarred Vendors (https://mn.gov/admin/osp/government/suspended-debarred/). The list of suspended and debarred entities by the federal government is available at www.sam.gov.

## 7. Authorized Representatives

*7.1.* ***MDH's Authorized Representative***

MDH's Authorized Representative for purposes of administering this Grant Agreement is Bekah Ehlebracht, ORHPC Program Administrator, PO Box 94975, St. Paul, MN 55164-0975, 651-201-3780, bekah.ehlebracht@state.mn.us, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this Grant Agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

*7.2.* ***Grantee's Authorized Representative***

Grantee's Authorized Representative is Denise Warren, Human Services Director, 712 Minnesota Avenue, Detroit Lakes, MN 56501, 218-847-5628,

denise.warren@beckercountymn.gov, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this Grant Agreement. If Grantee selects a new Authorized Representative at any time during this Grant Agreement, Grantee must immediately notify MDH's Authorized Representative in writing, via e-mail or letter.

**8. Assignment, Amendments, Waiver, and Grant Agreement Complete**

*8.1.* ***Assignment***
Grantee shall neither assign nor transfer any rights or obligations under this Grant Agreement.

*8.2.* ***Amendments***
If there are any amendments to this Grant Agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by MDH and Grantee.

*8.3.* ***Waiver***
If MDH fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or MDH's right to enforce it.

*8.4.* ***Grant Agreement Complete***
This Grant Agreement, and any incorporated exhibits, contains all the negotiations and agreements between MDH and Grantee. No other understanding regarding this Grant Agreement, whether written or oral, may be used to bind either party.

**9. Liability**
Grantee must indemnify and hold harmless MDH, its agents, and employees from all claims or causes of action, including attorneys' fees incurred by MDH, arising from the performance of this Grant Agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for MDH's failure to fulfill its obligations under this Grant Agreement. Nothing in this clause may be construed as a waiver by Grantee of any immunities or limitations of liability to which Grantee may be entitled pursuant to Minn. Stat. ch. 466, or any other statute or law.

**10. Financial Examinations**
The relevant books, records, documents, and accounting procedures and practices of Grantee and any entity with which Grantee has engaged in carrying out the purpose of this Grant Agreement are subject to examination under Minn. Stat. § 16B.98, subd. 8. Examinations may be conducted by MDH, the Minnesota Commissioner of Administration, the Minnesota State Auditor, Attorney General, or and the Minnesota Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

**11. Government Data Practices**

MDH, Grantee, and any other entity that the Grantee has contracted with to fulfill the purpose of this Grant Agreement, must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, as it applies to all data provided by MDH under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Grant Agreement pursuant to Minn. Stat. § 13.05, subd. 11(a). The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either Grantee or MDH.

If Grantee receives a request to release the data referred to in this clause, Grantee must immediately notify MDH. MDH will give Grantee instructions concerning the release of the data to the requesting party before any data is released. Grantee's response to the request must comply with the applicable law.

**12. Tax Compliance Verification**

Pursuant to Minn. Stat. § 270C.65, subd. 3, and all other applicable laws, Grantee consents to disclosure of its Social Security Number (SSN), Individual Tax Identification Number (ITIN), Employer Identification Number (EIN), and Minnesota Tax Identification Number (TIN), all of which have already been provided to MDH, federal and state tax agencies, and state personnel involved in the payment of state obligations. As may be applicable, these identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file tax returns and pay delinquent tax liabilities, if any, or pay other state liabilities.

**13. Ownership of Equipment and Supplies**

*13.1.* ***Equipment***

"Equipment" is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $10,000. MDH shall have the right to require transfer of all Equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. MDH may require the transfer of Equipment if the grant program is transferred to another grantee. At the end of this Grant Agreement, grantee must contact MDH's Authorized Representative for further instruction regarding the disposition of Equipment.

*13.2.* ***Supplies***

"Supplies" is defined as all tangible personal property other than those described in the definition of Equipment. Grantee must notify MDH's Authorized Representative regarding any remaining Supplies with an aggregate market value of $10,000 or more for further instruction regarding the disposition of those Supplies. For the purpose of this section, Supplies includes but is not limited to computers and incentives.

**14. Ownership of Materials and Intellectual Property Rights**

*14.1.* ***Ownership of Materials***

"Materials" is defined as any inventions, reports, studies, designs, drawings, specifications, notes, documents, software, computer-based training modules, and other recorded materials in whatever form. Grantee shall own all rights, title, and interest in all of the

materials conceived, created, or otherwise arising out of the performance of this Grant Agreement by it, its employees, or subgrantees, either individually or jointly with others.

Grantee hereby grants to MDH a perpetual, irrevocable, no-fee license and right to reproduce, modify, distribute, perform, make, have made, and otherwise use the Materials for any and all purposes, in all forms and manners that MDH, in its sole discretion, deems appropriate. Grantee shall, upon the request of MDH, execute all papers and perform all other acts necessary to document and secure this right and license to the Materials by MDH. At the request of MDH, Grantee shall permit MDH to inspect the original Materials and provide a copy of any of the Materials to MDH, without cost, for use by MDH in any manner MDH, in its sole discretion, deems appropriate.

*14.2.* ***Intellectual Property Rights***

Grantee represents and warrants that Materials produced or used under this Grant Agreement do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend MDH, at Grantee's expense, from any action or claim brought against MDH to the extent that it is based on a claim that all or parts of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this Grant Agreement, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in Grantee's or MDH's opinion is likely to arise, Grantee shall at MDH's discretion either procure for MDH the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

## 15. Workers' Compensation

Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, which pertains to workers' compensation insurance coverage. Grantee's employees and agents, and any contractor hired by Grantee to perform the work required by this Grant Agreement and its employees, will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees, and any claims made by any third party as a consequence of any act or omission on the part of these employees, are in no way MDH's obligation or responsibility.

## 16. Publicity and Endorsement

*16.1.* ***Publicity***

Any publicity given to the program, publications, or activities performed resulting from this Grant Agreement, including but not limited to, websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees, must identify MDH as the sponsoring agency. If publicity is not specifically authorized under this Grant Agreement, Grantee must obtain prior written approval from

MDH's Authorized Representative. If federal funding is being used for this Grant Agreement, the federal program must also be recognized.

*16.2.* ***Endorsement***
Grantee must not claim that MDH endorses its products, services, or activities.

**17. Governing Law, Jurisdiction, and Venue**
This Grant Agreement, amendments and supplements to it, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Grant Agreement, or for breach thereof, must be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**18. Clerical Error**
Notwithstanding Clause "Assignment, Amendments, Waiver, and Grant Agreement Complete" of this Grant Agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Grant Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

**19. Lobbying**

*19.1.* Grantee must ensure that grant funds are not used for lobbying, which includes paying or compensating any person for influencing or attempting to influence legislators or other public officials on behalf or against proposed legislation, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

*19.2.* In accordance with the provisions of 31 USC § 1352, if Grantee uses any funds other than federal funds from MDH to conduct any of the aforementioned activities, Grantee must complete and submit to MDH the disclosure form specified by MDH. Further, Grantee must include the language of this section in all contracts and subcontracts, and all contractors and subcontractors must comply accordingly.

*19.3.* Providing education about the importance of policies as a public health strategy, however, is allowed. Education includes providing facts, assessment of data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community.

*19.4.* By signing this Grant Agreement, Grantee certifies that it will not use any funds received from MDH to employ, contract with, or otherwise coordinate the efforts of a lobbyist, as defined in Minn. Stat. § 10A.01, subd. 21. This requirement also applies to any subcontractors or subgrantees that Grantee may engage for any activities pertinent to this Grant Agreement.

**20. Voter Registration Requirement**

Grantee will comply with Minn. Stat. § 201.162, by providing voter registration services for its employees and for the public served by Grantee.

**21. Debarment, Suspension and Responsibility Certification**

Federal regulation 2 CFR § 200.214 prohibits MDH from purchasing goods or services with federal money from any party that has been suspended or debarred by the federal government. Similarly, Minn. Stat. §§ 16C.03, subd. 2, and 16B.97, subd. 3, provides the Commissioner of Administration with the authority to debar and suspend any party that seeks to contract with MDH.

Anyone may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. In particular, the federal government expects MDH to have a process in place for determining whether a vendor has been suspended or debarred, and to prevent such vendors from receiving federal funds.

By signing this Grant Agreement, Grantee certifies that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency;

b) Have not within a three-year period preceding this Grant Agreement: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state of local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property; and

d) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Grant Agreement are in violation of any of the certifications set forth above.

**22. Incentives**

When included in the approved Work Plan or Budget, the following language applies.

*22.1.* ***Handling of Incentives***

Grantee is required to have policies and procedures in place addressing the purchasing, security, distribution, and asset tracking of incentives. All grantee staff involved in the purchase, distribution, security, and reconciling of incentives must be trained on the grantee's policies and procedures prior to the grantee placing any order for incentives. Those policies and procedures must, at a minimum, include the provisions outlined in this section.

*22.2.* ***Separation of duties***

More than one Grantee staff person must be involved in the management and handling of the incentives. The Grantee staff who authorizes the purchase of incentives must not have sole physical access to the incentives. The Grantee staff who will have physical access to the incentives cannot have sole access to modify the incentives records. Handoff of incentive from one person to another must be documented.

*22.3.* ***Distribution of Incentives***

Incentives may only be used for approved purposes by MDH.

a) Only one incentive can be given to an individual per occurrence/event.

b) Undistributed incentives must always be kept in a secure location. Incentive instruments must never be stored in any personal homes, they must always be securely stored in the grantee's business space.

c) Grantee will purchase and have on hand no more than three months' worth of incentives at any given time. The three months' worth must be based off the most currently approved workplan. All incentives must be distributed prior to grantee purchasing additional incentives.

d) Grantee will be responsible for the costs of any incentives that remain undistributed at the end of the Grant Agreement.

e) If MDH provided the grantee with the incentives, the return of undistributed incentives to MDH must occur in person with the MDH's Authorized Representative within 30 calendar days of the grant expiration date. If in-person return is not possible, the grantee must return undistributed incentives via courier or via US Mail that requires signatures and a tracking number within 30 calendar days of the grant expiration date.

f) The tracking log must be returned separately from the physical cards. Electronic return is the preferred method for the tracking log.

*22.4.* ***Incentive tracking documentation***

The tracking documentation the Grantee is required to maintain must not contain any private data. The tracking system must record the following:

a) Number of incentives on hand, including starting balance and any additional incentives purchased;
b) description of the incentives;
c) quantity of incentive(s) distributed to each participant;
d) the last four digits of any pre-paid card number;
e) value/amount;
f) a unique non-identifiable data point for each participant (e.g. case number, file number);
g) date participant received incentive(s); and
h) signature of Grantee staff member providing incentive(s) to participant(s).

*22.5.* ***Reconciliation***

At least two different Grantee staff must reconcile the incentives at least quarterly. The Grantee staff conducting the reconciliation must not also be the handlers of the incentives. The reconciliation must include the dates and signature of the two people who perform the reconciliation. Grantee must submit the reconciliation documentation to MDH's Authorized Representative no less than two weeks after each reconciliation.

*22.6.* ***Subcontracting/Subgranting***

The Grantee must communicate and verify that their subcontracts/subgrants will only use incentives for MDH approved purposes. The Grantee will be responsible for monitoring, oversight, and reconciliation of any incentives that its subcontractors or subgrantees purchase and distribute and will include this same language in any of its subgrants or subcontracts that it enters as part of its work for MDH.

*22.7.* ***Lost or stolen incentives***

The Grantee bears all financial responsibility for any unaccounted for, lost, or stolen incentives.

*22.8.* ***Invoicing***

If the Grantee purchased the incentives themselves, the Grantee must only invoice MDH for the incentives after they've been distributed.

*22.9.* ***Failure to Comply***

For grantees who do not have effective written policies and procedures in place before purchasing incentives, MDH reserves the right to withhold payment and or request reimbursement in the amount equal to the unallowable costs. Withheld payments will be released when the grantee provides documentation to MDH that it has written effective policies and procedures in place. Grantees who do not comply with this requirement may be subject to increased monitoring and will be offered technical assistance. MDH also reserves the right to terminate a Grant Agreement for failure to comply with these requirements.

**23. Conflict of Interest**

Grantee will notify MDH's Authorized Representative when they become aware of any potential, perceived, or actual conflict of interests as it relates to this Grant Agreement.

**24. Mandatory Disclosures**

An applicant, recipient, or subrecipient of funding under this Grant Agreement must promptly disclose whenever, in connection with this Grant Agreement (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or Minn. Stat., ch. 609, or a violation of the civil False Claims Act (31 U.S.C. 329–3733) or Minn. Stat. § 609.465 (prohibiting the presentation of false claims to a public officer or body). The disclosure must be made in writing to the Federal agency (if applicable), the Federal agency's Office of Inspector General (if applicable), and MDH. Applicants, recipients, and subrecipients are also required to report matters related to recipient integrity and performance in accordance with

Appendix XII of 2 CFR § 200. Failure to make required disclosures can result in any of the remedies described in 2 CFR § 200.339. (See also 2 CFR § 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

**25. Whistleblower Protections**

An employee of a recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a representative of MDH or a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal or state contract or grant, a gross waste of Federal or state funds, an abuse of authority relating to a Federal or state contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal or state contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712 and Minn. Stat. §§ 15C.145 and 181.932 - .935. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

**26. Suspension for Insufficient Funding**

In the event of temporary lack of funding or appropriation, MDH may suspend its obligations under this Grant Agreement without terminating it. This suspension will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Agreement. MDH will not be assessed any penalty if the Grant Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

*26.1.* Grantee will be notified in writing of the temporary suspension, and Grantee's ability to perform under the Grant Agreement will be suspended during this period. MDH will provide reasonable notice to Grantee of the lack of funding or appropriation and shall notify Grantee once funding is restored or appropriated, and at MDH's discretion, performance under the Grant Agreement may resume.

*26.2.* MDH may convert the suspension for insufficient funding to termination under clause 27.3. upon written notice to Grantee.

*26.3.* Grantee may reject MDH's suspension for insufficient funding by written response to the notice of suspension. If Grantee rejects suspension, the notice of suspension shall be effective as a notice of termination under clause 27.3 with the same effective date as was provided for the suspension.

**27. Termination**

*27.1.* ***Termination by MDH or Grantee***

MDH or Grantee may terminate this Grant Agreement without cause, with at least 21 calendar days' written notice (i.e., by mail, email, or both) to the other party. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed.

*27.2.* ***Termination for Cause***

MDH may immediately terminate this Grant Agreement if MDH finds there has been a failure to comply with the provisions of this Grant Agreement, that timely progress has not

been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. MDH 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.

*27.3.* ***Termination for Insufficient Funding***

MDH may immediately terminate this Grant Agreement if it does not obtain funding from the Minnesota Legislature or other funding sources; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this Grant Agreement. Termination must be by written notice to Grantee; i.e., mail, email, or both. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available.

MDH will not be assessed any penalty if this Grant Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

*27.4.* ***Termination by Commissioner of Administration***

The Commissioner of Administration may immediately and unilaterally terminate this Grant Agreement if further performance under the Grant Agreement would not serve MDH's purposes or performance under the Grant Agreement is not in the best interests of the State of Minnesota.

# Exhibits

The following Exhibits are attached and incorporated into this Grant Agreement. In the event of a conflict between the terms of this Grant Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Grant Agreement, and then in the following order:

1. Exhibit A – Grantee's Activities / Scope of Work
2. Exhibit B – Grantee's Budget
3. Exhibit C – Federal Funds

[Signatures on following page]

# APPROVED:

## 1. State Encumbrance Verification

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Ann Zeimet Digitally signed by Ann Zeimet
Date: 2026.09.15 07:42:27 -05'00'

Signature: _____

SWIFT Contract & Initial PO: 296492/ 3000136031/ REQ 5197

## 2. Grantee

*Grantee certifies that the appropriate persons(s) have executed the Grant Agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

## 3. Minnesota Department of Health

*Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signature:
(with delegated authority) _____

Title: _____

Date: _____

*Distribution:*
All parties on the DocuSign envelope will receive a copy of the fully executed Grant Agreement.

# Exhibit A – Grantee's Activities / Scope of Work

Grantee is expected to perform the following activities. Modifications to Exhibit A must be discussed with MDH. MDH will communicate, in writing, with Grantee as to whether modifications are approved or require a formal grant amendment.

Grantee shall reference the detailed workplan developed with MDH for details of the activity start and end date and outcomes addressed for each activity.

| Activity/Work Plan | Responsible Position | Completion Date |
|---|---|---|
| 1. Develop position description, recruit, hire, and onboard a Becker, Clay, Otter Tail, Wilkin (BCOW) Child Mental Health Initiative (CMHI) Coordinator to lead project implementation, stakeholder engagement, regional planning, and coordination activities across Becker, Clay, Otter Tail, and Wilkin Counties. Purchase necessary equipment including computer, phone, and office supplies. | CMHI Executive Committee; County Human Services Leadership; Human Resources; CMHI Coordinator | February 28, 2027 |
| 2. Develop and release a Request for Proposals (RFP), select and contract with a qualified consultant, and conduct a comprehensive regional Child and Adolescent Mental Health Needs Assessment for Becker, Clay, Otter Tail, and Wilkin Counties. The assessment will include stakeholder engagement, service inventory, workforce analysis, review of existing data, identification of service gaps and barriers, and recommendations for strengthening the regional child and adolescent mental health continuum. | CMHI Coordinator; CMHI Executive Committee; Contracted Consultant; County Human Services Representatives; Local Advisory Councils (LACs); Partnership4Health Community Health Board | July 15, 2027 |
| 3. Using findings from the regional needs assessment, convene stakeholders to develop a comprehensive Child and Adolescent Mental Health Initiative Strategic Plan for Becker, Clay, Otter Tail, and Wilkin Counties. The planning process will engage youth, families, Local Advisory Councils, public health, schools, providers, county agencies, health systems, and community partners to establish shared priorities, service development recommendations, implementation strategies, and sustainability plans. | CMHI Coordinator; CMHI Executive Committee; Contracted Consultant; Local Advisory Councils (LACs); Partnership4Health Community Health Board | September 30, 2027 |

| Activity/Work Plan | Responsible Position | Completion Date |
|---|---|---|
| 4. Grantee shall submit all public-facing materials (marketing, educational, etc.) developed with RHTP funds to MDH for review and approval prior to publication. | Behavioral Health Supervisor | Ongoing, as materials are prepared |
| 5. Grantee shall participate in any State- or CMS-required evaluation of the Rural Health Transformation Program (RHTP) and provide any information requested for this purpose. | Behavioral Health Supervisor | MDH will contact Grantee with additional information |
| 6. Grantee attests that all project funding received under this contract does not supplant or duplicate any other funding available to them. | Behavioral Health Supervisor | Upon execution of contract and upon each invoice submission |
| 7. Grantee shall outline its RHTP project management plan (project leads, frequency of meetings, and other plans), communicate any changes in project leads to MDH within 10 business days, and ensure that project management is sufficient to meet all RHTP requirements. | Behavioral Health Supervisor | Ongoing, within 10 business days of changes |
| In accordance with Minn. Stat. § 16B.98, subd. 5(d), Grantee must clearly post on Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Agreement on behalf of the Grantee. | | |
| For any digital materials created and shared outside of the grantee's organization, Grantee is required to comply with State of Minnesota's Digital Accessibility Standard. This requirement flows down to any subcontractors and or any third-party entity the Grantee may utilize and compensate with MDH grant funds. The statewide Standard can be viewed online at Accessibility \| Policies & Standards / Minnesota IT Services | | |

Grantee is subject to a variety of compliance activities, as outlined below.

| Report Type | Reporting Period / Frequency | Due to MDH |
|---|---|---|
| Progress Report(s) | October 1 through November 30<br>December 1 through January 31<br>February 1 through March 31<br>April 1 through May 31<br>June 1 through July 31<br>August 1 through September 30 | 20 days after the end of the reporting period; final report is due 30 days after the expiration date of the grant agreement |
| Invoice(s) | October 1 through November 30<br>December 1 through January 31<br>February 1 through March 31<br>April 1 through May 31<br>June 1 through July 31<br>August 1 through September 30 | 20 days after the end of the reporting period; final report is due 30 days after the expiration date of the grant agreement |
| Monitoring/On-Site Visit(s) | Annual Monitoring/On-Site Visits will be conducted before final payment is made. | MDH will contact Grantee with additional information |
| Financial Reconciliation(s) | At least one Financial Reconciliation will be conducted before final payment is made. | MDH will contact Grantee with additional information |

# Exhibit B – Grantee's Budget

The budget shown below is for reference only and is non-binding.

| Category | Budget Period 1<br>Grant Agreement Execution Date through October 30, 2026 (may spend through September 30, 2027)<br>No carryover of funds beyond September 30, 2027 will be allowed |
|---|---|
| Salary | $120,012 |
| Fringe | $36,810 |
| Travel | $5,000 |
| Equipment | $0 |
| Supplies | $5,000 |
| Contractual | $100,000 |
| Other | $0 |
| Subtotal | $266,822 |
| Administrative Costs (direct and indirect) | $10,260 |
| **Total** | **$277,082** |

Grantee's Indirect Cost Rate for this Grant Agreement is as follows. MDH will notify Grantee, in writing, if the rate allowed changes and the effective date of such change.

☒ Indirect costs are allowed by Funder (select ONE):

☒ To comply with Funder requirements, indirect and direct administrative costs are capped at a rate of 6% of the Total Grant Award

# Exhibit C – Federal Funds

## Federal Award Information

| ***Grantee Specific Required Information for Federal Funds*** | |
|---|---|
| Grantee's Unique Entity Identifier (UEI) Name | County of Becker |
| Grantee's Unique Entity Identifier (UEI) Number | U5B8JWHSKDB5<br><br>Grantee is required to ensure UEI registration remains in "active" status during the life of the grant agreement. |

| ***Federal Award Required Information*** | |
|---|---|
| Name of Federal Awarding Agency | DEPARTMENT OF HEALTH AND HUMAN SERVICES, Sub-tier<br><br>CENTERS FOR MEDICARE AND MEDICAID SERVICES |
| Assistance Listing Name<br><br>*(formerly Catalog of Federal Domestic Assistance, "CFDA")* | Rural Health Transformation Program |
| Assistance Listing Number | 93.798 |
| Name of Authorizing Act/Law & Year: | One Big Beautiful Bill Act, Part VII, Section SEC. 71401 - 2025 |
| Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number | RHTCMS332077 |
| Federal Award Date<br><br>*(Date MDH received federal grant)* | 12/29/2025<br><br>Grantee is subject to the federal Uniform Guidance in effect as of this date. |
| Award for Research and Development? | ☐ Yes ☒ No |

| ***Federal Award Required Information*** | |
|---|---|
| Project Description | The Rural Health Transformation (RHT) Program aims to support communities in transforming their health care delivery systems to improve health care access and quality and health outcomes. |
| Total Amount of Federal Award Received by MDH | $193,090,618 |
| Amount of funding from this federal award MDH is issuing to Grantee | $277,082 |

# Terms and Conditions for Federal Awards

1. ***Payments.*** Payments under this agreement will be made from federal funds obtained by MDH, under the federal award(s) listed above. Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Grantee's failure to comply with federal requirements.

2. ***Audit Requirements***

   2.1. Grantees that are state or local governments, non-profit organizations, or Indian Tribes:

      2.1.1. Grantee agrees to:

         i) obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act of 1984, as amended (31 U.S.C. ch. 75) and 2 CFR § 200; and,

         ii) to comply with the Single Audit Act of 1984, as amended (31 U.S.C. ch. 75) and 2 CFR § 200.

      2.1.2. Audits shall be made annually unless Grantee is a state or local government that has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the federal cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by state or local governments that have an administrative policy calling for audits less frequent than annual, but only audits prior to 1987 or administrative policies in place prior to January 1, 1987.

   2.2. Grantees that are institutions of higher education or hospitals:

      2.2.1. Grantee agrees to obtain a financial and compliance audit made in accordance with 2 CFR § 200. The audit shall cover either the entire organization or all federal funds of the organization.

      2.2.2. The audit must determine whether Grantee spent federal assistance funds in accordance with applicable laws and regulations.

   2.3. The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."

   2.4. The audit report shall state that the audit was performed in accordance with the provisions of 2 CFR § 200.

      2.4.1. The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local

Governmental Units," issued in 1986. The Federal Government has approved the use of the audit guide.

2.4.2. In addition to the audit report, Grantee shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

2.5. Grantee agrees that the grantor, Legislative Auditor, State Auditor, and any independent auditor designated by the grantor shall have such access to Grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S. Code Chapter 75) and 2 CFR § 200.

2.6. Grantees of federal financial assistance from subrecipients are also required to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S.C. ch. 75) and 2 CFR § 200.

2.7. The Statement of Expenditures form can be used for the schedule of federal assistance.

2.8. Grantee agrees to retain documentation to support the schedule of federal assistance for at least four years.

2.9. Grantee agrees to file required audit reports within nine months of Grantee's fiscal year end. Recipients are required under 2 CFR § 200 to submit one copy of the audit report within 30 days after issuance to the Federal Audit Clearinghouse (FAC) at www.fac.gov.

3. ***Drug-Free Workplace.*** Grantee agrees to comply with the Drug-Free Workplace Act of 1988, which is implemented at 34 CFR § 85, subpart F.

4. ***Equal Employment Opportunity.*** Grantee agrees to comply with "Equal Employment Opportunity" regulations at 41 CFR § 60.

5. ***Cost Principles.*** Grantee agrees to comply with the provisions 2 CFR § 200, commonly referred to as the Uniform Guidance, regarding cost principles for administration of this grant award for educational institutions, state and local governments and Indian tribal governments or non-profit organizations.

6. ***Rights to Inventions – Experimental, Developmental or Research Work.*** Grantee agrees to comply with 37 CFR § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

7. ***Clean Air Act.*** Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. § 7401, et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251, et seq.). Violations shall be reported to the Federal Awarding Agency Regional Office of the Environmental Protection Agency (EPA).

8. ***Telecommunications Certification.*** By signing this agreement, Grantee certifies that, consistent with 2 CFR § 200.216 and Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee will not procure, obtain, or extend or renew a contract to procure or obtain "covered telecommunications equipment or services" (as defined in Section 889 of the Act). Grantee will include this certification as a flow down clause in any contract related to this Grant Agreement.

# PARKING LOT USE AGREEMENT

This Parking Lot Use Agreement made this 1st day of January, 2017 by and between DL-BJT, LLP with its place of business at PO Box 9201, 1711 Gold Drive, Suite 130, Fargo, ND 58106 hereinafter referred to as "Landlord" and Becker County hereinafter referred to as "Tenant" whose principal address is 915 Lake Avenue, Detroit Lakes, MN 56501.

## WITNESSETH:

In consideration of the mutual covenants and agreements given and exchanged hereunder, the parties hereto declare, covenant and agree as follows:

1. PARKING LOT: Landlord hereby permits Tenant the reasonable daytime business hours use of approximately 30 parking spaces (located generally on the west half of the lot) at 714 Lake Ave surface lot located along Minnesota Ave between State Street and Front Street.

2. TERM: The term of this Agreement shall become effective upon both parties signature to this Agreement and shall continue month to month until such time as either party gives the other no less than 60 day written notice to the other of that party's intent to cancel this Agreement.

3. RENT: $12.50 per space, per month. For 30 spaces the monthly rent is $375. Tenant shall pay Rent, without demand on the first (1st) day of the month or on a payment schedule as mutually agreed upon. Rent shall be fixed for 12 months after this Agreement takes effect after which time Landlord reserves the right to change the Rent with reasonable notice to Tenant of not less than 60 days.

***Rent payments shall be made to Landlord at the address PO Box 9201, Fargo, ND 58106.***

4. TAXES AND MAINTENANCE: It is noted that the landlord will be responsible for all real estate taxes, maintenance and snow removal expenses for the operation and maintenance of the property, so not a responsibility of Becker County.

5. INSURANCE: It is noted that "Tenant (Becker County) agrees to keep the premises covered with liability insurance and to name Landlord as an additional insured under that policy. Tenant agrees to indemnify and hold landlord harmless from loss, expense, action, claims or damages arising out of the tenant's duties under the contract. Landlord agrees to indemnify and hold tenant harmless from loss, expense, action, claims or damages arising out of landlords duties under the contract.

6. DEFAULT: If Tenant shall fail to pay the rent when due or default in any provision of this lease, Landlord may notify Tenant in writing that this Agreement shall terminate as of the earliest date permitted by law or on any later date specified in such notice.

7. NOTICES: For purposes of this Lease, it is agreed that any notices that are required to be given by the terms hereof shall be given by mail or email to the following:

Landlord:
DL-BJT, LLP
Attention Jim Buus
PO Box 9201
Fargo, ND 58106

cell 701-306-7093 Email: jim.buus@goldmark.com

Tenant:
Becker County Human Services
Attn: Denise Warren, Director
915 Lake Ave
Detroit Lakes, MN 56501

218-847-5628 X5313 Email: dmwarre@co.becker.mn.us

**IN WITNESS WHEREOF**, the parties have hereto set their hands and seals this 17th day of January.

LANDLORD- DL-BJT, LLP

Date 1-24-17 By: Anthony Paul
Its: General Partner

TENANT- Becker County

Date January 24, 2017 By: Denise Warren
Its: Human Services Director

Approved as to form:
TAR
County Attorney - Becker County

Date 1/27/17 By: Tarry M
Its: County Attorney

## AMENDMENT #1

## PARKING LOT USE AGREEMENT

This Amendment #1 shall amend and become a part of that Parking Lot Agreement prepared the 1st day of January, 2017 between DL-BJT, LLP (hereinafter referred to as "Landlord") and Becker County, (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, the parties entered into a Parking Lot Use Agreement effective January 27, 2017 for the use of approximately 30 surface parking spaces premises located at 707 Minneesota Avenue which is owned by DL-BJT, LLP, the owner of 714 Lake Avenue.

WHEREAS, following the execution of that agreement, the parties agreed to amend some of the terms.

NOW THEREFORE, the following amendments to that Agreement are incorporated into the Agreement as if they were originally negotiated:

1. RENT: Effective November 1, 2026, the cost per space shall increase to $20.00 per month, therefore for 30 spaces @ $20 per month the monthly expense is $600.00.

2. UPDATED LANDLORD AND PROPERTY MANAGEMENT CONTACT INFORMATION:

| | |
|---|---|
| Landlord: DL-BJT, LLP | Thrive Property Solutions |
| PO Box 7340, Fargo, ND 58106 | PO Box 7340, Fargo, ND 58106 |
| Attention Jim Buus | Attention Julie Fraser |
| cell 701 306 7093 Jim.Buus@jbccommercial.com | julie@thrivepropertysolutions.com |

3. PARKING LOT USE AGREEMENT TO REMAIN IN EFFECT. All of the other terms and conditions of the original Agreement between the parties shall remain in full force and effect.

**LANDLORD**
**DL-BJT, LLP**

By:_____

Its:_____

Date:_____

**TENANT**
**BECKER COUNTY**

By:_____

Its: _____

Date:_____

**COUNTY ATTORNEY – BECKER COUNTY**

BY:_____

# Safety grant application

## *Information you'll need for the application process*

In addition to general company project status information, the following needs to be at hand before beginning the online safety grant application.

- ☐ An itemized list of all of the items in your safety grant project. From the vendor quotes, list the cost of each type of item. The sum of the list will be the total project cost.

- ☐ The following numbers: federal tax identification number (FEIN), a nine-digit number; state tax identification number, a seven-digit number; unemployment insurance identification number, assigned by the Minnesota Department of Employment and Economic Development; and the workers' compensation insurance company and policy number.

- ☐ Written report of the on-site safety/health survey that includes listed findings – such as hazards and injury risks – and recommendations to correct the issues. The assessment must be conducted by one of the following: a Minnesota OSHA (MNOSHA) Compliance safety/health investigator; a MNOSHA Workplace Safety Consultation safety/health consultant; an in-house employee safety/health committee (provide written hazard report and committee meeting minutes that reflect hazard discussion); a workers' compensation underwriter (survey and recommendations must be approved and signed by an underwriter); a private safety/health consultant; or a person under contract with the Assigned Risk Pool.

- ☐ Justification establishing the technical basis for the grant project. Include pertinent standards and regulations that apply to the hazards that were identified in the survey.

- ☐ Names and titles of those who will be responsible for completing each project activity.

  – If vendors or other outside entities are involved, include their name(s) and address(es).

- ☐ Sources of funding for the company's part of the safety grant project. This will include identifying a specific budget source, within the overall company budget, and outside funding sources.

- ☐ An estimate of injury cost savings that can be anticipated – the return on investment (ROI) – to further justify the grant project.

- ☐ If project equipment training will be conducted, you will need to describe who will provide the training, including name and credentials, and provide a syllabus (outline) of what the training will include.

- ☐ If requesting tuition reimbursement, you will need to provide the name of the course and entity where the course will be taken (such as a college, vocational/technical school, trade association or business association), the number of employees who will attend the course and their job titles, and a syllabus (outline) of what the course will include.

**Note:** Special characters are not allowed and will generate an error message if entered in to the form.

OSHA WORKPLACE SAFETY CONSULTATION

**443 Lafayette Road N., St. Paul, MN 55155**
**651-284-5060 • 800-567-3776**
**dli.grants@state.mn.us • dli.mn.gov**

**BECKER COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION 10-26-2D**

**OSHA Safety Grant Application**

**WHEREAS**, Becker County is committed to maintaining a safe work environment; and

**WHEREAS**, Becker County seeks to strengthen a safe work environment by improving safety measures throughout the county campuses; and

**WHEREAS**, the OSHA Workplace Safety Grant is available for up to $10,000 in grant funding which requires the County to match the funds awarded to enhance workplace safety;

**NOW, THEREFORE, BE IT RESOLVED**, that the Becker County Board of Commissioners hereby approves the submission of an application for funding through the OSHA Workplace Safety Grant to strengthen workplace safety throughout the County.

Duly adopted this 20th day of October, 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 October 20, 2026, as recorded in the record of proceedings.

Carrie Smith
County Administrator

# BECKER COUNTY
# SAFETY PROGRAM

DRAFT

*Drafted/Revised 2026*

*Safety Coordinator/Cody Piper*

*Approved By Safety Committee*
*October 2026*

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## PURPOSE OF BECKER COUNTY SAFETY PROGRAM

The purpose of this program is to establish a system to help ensure the safety and health of all County employees while on the job. Becker County Management realizes it has the responsibility to provide safe workplaces for its employees and safe environments for its citizens. All employees must pursue the highest standards in their assigned activities, and all County employees must recognize the wellbeing of people and the protection of our physical resources are as important as the activity and work being performed.

It is the belief of Becker County that most work-related accidents and injuries can be prevented. This program shall provide a means of establishing a **Joint Labor-Management Safety Committee** and a system for reporting accidents and worksite hazards.

Becker County has a sincere concern for the welfare and safety of its employees and the public it serves. As an employer we strive to provide the safest possible working conditions for employees, and as a government service organization, provide a safe environment for the people who use its services.

Each department is ultimately responsible for implementing safety procedures and accident prevention. However, the **County Administrator** in conjunction with the **Safety Committee** will coordinate and guide the County's overall safety program. This coordination of activities does not relieve department heads and intermediate supervisors of a basic responsibility: to expand their management and supervisory practices to incorporate safety principles into all their supervisory efforts.

Becker County is committed to making its Safety Program and Safety Committee successful. All County employees are expected to assist in this effort by participating and following established rules and procedures. Department Heads and supervisory personnel at all levels of the County workforce must strive to reach the County's goals related to safety by implementing this program and provide their employees with informed leadership and adequate supervision on this issue. Safety will always be a matter of continuing concern, equal in importance to all other operational considerations. This responsibility encompasses the adoption of work standards designed to attain the primary goal acceptable to management and workforce alike: a work environment free from potential hazards.

This Safety Program contains all the requirements of A Workplace Accident and Injury Reduction (AWAIR) program.

Adopted this _____ day of _____, _____.

_____

County Administrator

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## SAFETY PROGRAM RESPONSIBILITIES

### SAFETY COORDINATOR:

The Safety Coordinator is designated by the County Administrator. The Safety Coordinator has the responsibility of coordinating and administering the safety functions of Becker County, including, but not limited to:

A. Detecting unsafe working conditions and unsafe practices and makingrecommendations for corrections to Administration and Department Supervisors.

B. Coordinating with the Human Resources Department to create annual measurementsfor each department of the County which will indicate the number of accidents applicable to each department.

C. Assisting departments in promoting interest in safety programs through posters, printed materials, videos, and other means of communication.

D. Conducting and coordinating annual safety inspections of all County buildings.

E. Regularly conducting follow-up reviews of accident reports and presenting them to the safety committee for a monthly review.

F. Analyzing documentation kept by the department heads and supervisors to ensure that regular safety updates are being held in all County departments and that department heads and supervisors are clearly informing their employees on safety issues.

G. Chairing the Safety Committee.

H. Communicate and coordinate with the County Safety training vendors to administer training material, safety regulation updates, guidance, and Annual OSHA required training.

I. Attend safety meetings, conferences, and represent the County in a professional and safe manner.

### SAFETY COMMITTEE:

The Safety Committee will function as an advisory body developing and recommending matters of policy and procedure as they affect the administration of the County Safety Program. It will also assist the Safety Coordinator, as needed, with the continued growth and enforcement of the program.

The establishment of the Safety Committee satisfies the intent of Minnesota statute. The Safety Committee shall meet regularly as scheduled annually, and/or as determined by the Safety Coordinator.

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## SAFETY COMMITTEE MEMBERSHIP

Safety committee membership shall be composed of the Safety Coordinator and employees appointed, designated, or volunteered from the following job classifications and from the following departments (subject to change) with the intent to have at least equal representation of labor and management:

1. Facilities Director
2. Maintenance Designee
3. Human Services Director
4. Human Services Designee
5. Public Health Designee
6. Highway Department Supervisor
7. Emergency Management Director
8. County Administrator
9. Planning & Zoning Designee
10. Hazardous Waste Designee
11. Sherriff's Designee
12. Safety Coordinator
13. Veteran Service Officer or Designee
14. Human Resource Director
15. County Commissioner
16. Court Administration Designee

## DEPARTMENT HEADS AND SUPERVISORS

The full potential of an effective accident prevention program can only be realized once department heads and supervisors cooperate, without reservation, in all phases of the County Safety Program. Their close contact with the work environment and the people performing the work assignments make these individuals the best qualified at translating the safety principles into accident prevention on the job.

It is the obligation of the department heads and supervisors to provide adequate basic job training and safety instruction to all their employees. They are to provide continuing safety instruction while issuing daily work assignments which focus attention upon potential hazards, changes in work conditions and procedures, etc. They are to actively support safety promotional measures, continue to observe and evaluate working conditions and work procedures in their attempt to detect and correct unsafe conditions and practices and promptly investigate accidents and complete the required accident/injury/near miss reporting.

It is also the duty of the department heads and supervisors to be receptive to and to encourage all employees to participate in daily visual inspections and to immediately report all unsafe practices and conditions, as noticed, in their work environments. Employees should feel comfortable submitting practical suggestions for correction, even when such hazards are evident in another department.

The department heads and supervisors are to participate in training courses, as provided, designed to increase professional knowledge of safety supervision principles and techniques. They are to maintain high standards in housekeeping within respective departments, as well as in personal and environmental sanitation, in all work activities. They are to ensure that tools, equipment, and protective devices are properly maintained and utilized. They are to become thoroughly familiar with and actively enforce all safety procedures applicable to the work they supervise.

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## DEPARTMENT SAFETY TRAINING AND MEETINGS

It shall be the practice of the County to offer at least one safety training course each year for all staff to cover the following topics: **Right-to-Know, Bloodborne Pathogen, Heat and Noise, Fire Extinguishers, Ergonomics, and AWAIR.** This training will be accessed on the ***Safety Information Page*** located on the County intranet site for this purpose. Additional meetings or training may be held at the department head and/or supervisors' discretion, as long as the meeting is documented. Other department safety training requirements and trainings will be coordinated by the Department Head with assistance of the Safety Coordinator as needed.

Proper documentation of all safety meeting/training attendance is required. This shall include and record of employee sign-ins, any agendas of proposed topics, names of the presenters (if applicable), and meeting minutes.

At the Safety Meeting employee suggestions will be of primary importance. It is the employee who will ultimately lead to the break down or the strengthening of the County Safety Program.

Safety Meetings also provide the department heads and/or supervisors with the opportunity to re-iterate the importance of:

A. CPR, AED instruction and First Aid techniques.

B. Employee knowledge of the Emergency Procedures and Emergency Alert System as well as locations of building fire escapes (evacuation routes), tornado-safe areas, department specific lockdown and shelter-in-place locations. Evacuation routes are posted throughout the Becker County campus buildings and are included in the **Safety Program.**

C. Guidelines which promote County Motor Vehicle Safety.

D. County's direction on employee usage of chemicals (SDS).

E. Clean and orderly workstations.

F. Adherence to County Department safety standards.

G. Workplace injury and illness reporting procedures.

H. Safety updates, initiatives, and awareness.

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## EMPLOYEE SAFETY RESPONSIBILITIES

As an employee of Becker County, I am responsible for:

A. Observe all County safety and health rules and apply the principles of accident prevention in the performance of my duties.

B. Report immediately any job-related injury and/or illness to my supervisor, seek treatment if necessary and assist my supervisor with the completion of the ***Accident/Injury Report***. This form can be found on the Safety Information page of the County intranet site.

C. Promptly report property damage, unsafe conditions, and other potential safety concerns to my supervisor.

D. Report hazardous conditions (unsafe equipment, floors, material, etc.) and unsafe acts to my supervisor or safety committee representative promptly. The ***Safety Feedback Form*** found on the Safety Information page of the County intranet site may be used for this purpose.

E. Observe and comply with posted safety signs, warnings, and workplace restrictions, including applicable weapons, tobacco-free, and other safety policies.

F. Maintain clean and orderly work areas by keeping aisles, walkways, workspaces, and access routes free of obstructions, slip and trip hazards, and other preventable hazards.

G. Know the location of emergency exits and safety equipment and be familiar with applicable emergency evacuation, shelter-in-place, and lockdown procedures for my work location.

H. Keep emergency equipment and access points unobstructed, including fire extinguishers, fire alarms, emergency shutoffs, electrical panels, exit doors, stairways, and designated evacuation routes.

I. Not report to or remain at work while under the influence of alcohol, illegal drugs, or other prohibited substances in a manner that compromises workplace safety. Not consume or use prohibited substances in violation of County policy while on County premises or conducting County business.

J. Refraining from inappropriate behavior, disruptive conduct, or other inappropriate behavior that could distract interfere with safe work practices or create a risk of injury to myself or others.

K. Observe and perform safe operating procedures for all equipment that I am authorized to use/operate, including but not limited to the appropriate use of ladders, scaffolds, elevated work surfaces, compressed air equipment, and other tools and machinery; maintaining required safety guards and protective devices; following applicable OSHA standards and manufacturer instructions; and maintaining awareness of moving vehicles and equipment.

L. Follow proper lifting procedures and material-handling procedures, including maintaining proper posture, using safe lifting techniques, and requesting assistance or mechanical lifting equipment when items are too heavy, bulky, or awkward to handle safely.as directed by your supervisor, at all times. When the weight is too heavy or bulky for you to lift comfortably, request assistance.

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M. Ride as a passenger on or in machinery or equipment only when it is designed and equipped for passengers and has an appropriate passenger seat.

N. Verify that equipment guards, safety devices, and other required protective measures are in place and function properly before operating equipment. Report damaged, defective, or unsafe equipment to my supervisor and discontinue use when necessary to prevent injury.

O. Wear appropriate clothing and personal protective equipment for assigned tasks. Avoid loose, torn, or frayed clothing, jewelry, or unsecured long hair when working near moving machinery, electrical equipment, or other potential entanglement hazards.

P. Actively support and participate in Becker County's workplace safety and health program by following established safety policies and procedures, reporting unsafe conditions, hazards, injuries, and near misses, participating in required safety training, and cooperating with reasonable efforts to maintain a safe and healthy work environment.

Q. Wear appropriate clothing and personal protective equipment for assigned tasks. Avoid loose, torn, or frayed clothing, jewelry, or unsecured long hair when working near moving machinery, electrical equipment, or other potential entanglement hazards.

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## REPORTING PROCEDURES

### EMPLOYEE JOB-RELATED INJURY/ILLNESS REPORTS:

All incidents involving a job-related injury or illness are to be immediately reported on an Accident Report, regardless of who was injured, to what extent the individual was injured, or where or how the incident occurred.

This form must be completed by the department head and/or supervisor with assistance from the employee. The form must be signed by both the department head and/or supervisor and the employee. The Accident Report form can be found on the Safety Information page of the County Intranet site. Upon completion, the report will be submitted to the Human Resources Department where proper insurance reporting will take place.

### MOTOR VEHICLE ACCIDENT REPORTING:

Every accident which involves an employee engaged in the operation of a County function or equipment assigned to that employee, shall be reported on MCIT's Automobile Loss Notice**,** regardless of what property was damaged, who was injured, or where and how it occurred. This form must be completed in detail, signed by the employee and the supervisor, and promptly submitted to the County Administrator's office where proper insurance reporting will take place. This form can be found on the Safety page of the County intranet site.

The employee should make field notes as necessary to prepare a complete report. In the event the employee involved cannot complete or submit the required reports, they should be completed and submitted by the employee's immediate supervisor as soon as possible and in as much detail as possible.

Should the employee be injured as a result of an on-the-job motor vehicle accident an Accident Report shall be completed immediately following the accident and forwarded along with a copy of the Automobile Loss Notice to the Human Resources Department where proper insurance reporting will take place.

### INCIDENT INVESTIGATION REPORT:

An incident investigation should be conducted by either the department head and/or Safety Coordinator. The purpose of the investigation is to:

- Determine what went wrong.
- Identify deficiencies in operations.
- Develop corrective actions to improve overall operations.
- Prevent similar recurrences.

Once the incident has been investigated and a remedial action plan is determined, the completed report should be reviewed by the safety committee.

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## EMPLOYEE RIGHT-TO-KNOW AND HAZARD COMMUNICATION/GHS

The 1983 Minnesota Employee Right to Know Act requires employers to evaluate their work environments and provide specific training and information for all employees who may be exposed to any hazardous substances, harmful physical or infectious agents. Employees may, under certain circumstances, refuse to work if they have not been given proper training and information or if they are in immediate danger from hazardous or physical agents.

Becker County shall maintain a written Hazard Communication and Employee Right-to-Know program in accordance with applicable Minnesota OSHA standards, including Minnesota Rules, Chapter 5206, and applicable federal Hazard Communication Standard requirements.

Compliance with the Minnesota Right-to-Know Act and Global Harmonized Standard involves the following:

A. Departments that work with hazardous substances shall complete an inventory of hazardous substances used in their respective workplaces. This inventory and the related Safety Data Sheets (SDS's) are located via online database found on the County Intranet Safety page. It is the department head's responsibility to ensure the SDS's are updated, accessible and reviewed with employees. An SDS must be obtained/verified each time a new substance is ordered.

B. Departments shall ensure hazardous substances are properly labeled, stored, and handled in accordance with applicable requirements, manufacturer instructions, and County procedures. Workplace containers shall be labeled as required, and employees shall not remove or deface required labels.

C. Employees who may be exposed to hazardous substances, harmful physical agents, or infectious agents shall receive the information and training required for their assigned duties before initial exposure, when additional training is required due to new hazards, and through required annual updates. Training shall address the hazards involved, appropriate protective measures, safe handling procedures, emergency response, and how to access applicable safety information.

   Training records shall be maintained for the applicable retention period and include the training date, names and job titles of employees trained, the name and qualifications of the person conducting the training, and a brief summary or outline of the material covered.

D. Departments shall identify employees whose duties may result in occupational exposure to infectious agents and ensure they receive applicable training and protective measures. Training shall address relevant exposure risks, routes of transmission, methods of preventing exposure and self-contamination, appropriate protective equipment, applicable immunization practices, and procedures for reporting and responding to potential exposures. Training shall be provided and updated in accordance with applicable Minnesota OSHA requirements.

E. The Minnesota OSHA requires posters to be posted in workplaces, in a conspicuous place where notices are typically posted.

F. Employees may request information at any time concerning hazardous substances. They may call the department head, Safety Coordinator, or the chemical management SDS database available via the employee intranet webpage.

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G. Employees shall promptly report concerns regarding hazardous materials or unsafe working conditions to their supervisor, department head, or Safety Coordinator before proceeding with the task. The supervisor or designated representative shall evaluate the concern and determine appropriate precautions or corrective actions. Nothing in this policy shall limit an employee's rights under applicable law to report unsafe conditions, raise safety concerns, or refuse work under circumstances protected by law.

## COUNTY SEAT BELT POLICY

The Becker County Board of Commissioners, in order to effect compliance with Minnesota Statute 169.684, the Mandatory Automobile Seat Belt Usage Law, has directed all County employees to use the appropriate passive restraint and/or seat belt when operating a motor vehicle or when riding as a passenger in connection with County business regardless of whether or not he/she is operating a County-owned vehicle or using his/her personal vehicle to perform County functions. The intent of the County Board's action is to prevent injuries to County employees wherever possible.

Each employee is responsible for strict compliance with this policy and as a driver or passenger is responsible for the compliance of all passengers with this policy.

All County employees operating a County vehicle, or riding as a passenger, shall wear both the lap and shoulder belt devices (if vehicle or machine is equipped) at all times.

County vehicles must have the proper safety belt devices in accordance with Federal, State and manufacturers' regulations. Vehicles that have defective or otherwise inoperative safety belt devices should be reported to the applicable immediate supervisor and promptly repaired or removed from service until remedied.

Any piece of equipment that is provided with roll over protection as defined by OSHA, will have seat belts in good order and the operator of that equipment will have the seat belt fastened when the vehicle is in motion or working.

Employees not complying with this procedure may be subject to disciplinary action in accordance with the Becker County Personnel Policy.

## EMPLOYEE DISCIPLINARY ACTION

A chargeable accident or damage to County property, or avoidable personal injury, will follow the disciplinary policy as stated in the **Becker County Personnel Policy.**

The following are examples of behavior in which the County shall respond with disciplinary action:

A. Driving while under the influence of or use of intoxicating liquor or drugs.
B. Reckless driving.
C. Willful violations of Statutes or County Ordinances.
D. Reckless conduct.
E. Negligence or refusal to use/wear safety equipment.
F. Other acts/conduct in conjunction with serious circumstances tend to indicate extreme and/or gross negligence.



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## EMERGENCY REPONSE

### TRAINING

As stated in Safety Program Responsibilities section, it is each department's responsibility to determine the level and extent of training courses needed to increase employee's knowledge of safety techniques.

### FIRST AID SUPPLIES

All departments and county vehicles are to be equipped and maintain proper first aid kits. These kits are to be readily accessible and immediately available to every employee. It is the responsibility of the department head and/or the supervisor to keep these kits adequately stocked in accordance with the usage and needs of that department. The location of First Aid Kits should be placed in a conspicuous location known to all employees of that department.

### FIRE EXTIGUISHERS

All buildings and county vehicles are to be equipped with fire extinguishers, readily accessible, and immediately available to all employees. Fire Extinguishers are inspected regularly by the Facilities Department. The location of Fire Extinguishers is indicated on Evacuation Maps.

### ~~BUILDING EMERGENCY RESPONSE TEAMS (BERT)~~

~~Authorized staff in each building shall be designated to act when an emergency occurs. These team members will be trained annually to respond to the following events:~~

- ~~Electrical Outage~~
- ~~Water Shutoff~~
- ~~Air Handler Shutoff~~
- ~~Lock Down~~
- ~~Fire Alarm~~

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## AUTOMATIC EXTERNAL DEFIBRILATOR (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.

### 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.

### SCOPE

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

### 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.

### RESPONSIBILITIES

Safety Committee and Maintenance Department:

The Becker County Safety Committee, in coordination with the Maintenance/Facility 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.

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.

### 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.

### 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



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- 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.

**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.

**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. 1.The assistance is rendered voluntarily and without expectation of compensation.
2. 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.

**REVIEW**

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

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## OPIOID OVERDOSE RESPONSE POLICY

### POLICY

Becker County maintains clear guidelines for staff response when an individual is found unconscious or not breathing due to a suspected opioid overdose.

### PURPOSE

To provide standardized procedures for staff response to a suspected opioid overdose, including the administration of naloxone, while awaiting emergency medical services (EMS). Naloxone is indicated for the reversal of respiratory depression or unresponsiveness in the setting of opioid overdose.

### BACKGROUND

This procedure was established to reduce the risk of fatal opioid overdose within Becker County programs and to support the health and well-being of individuals served. The administration of naloxone (brand name Narcan®) can rapidly reverse the effects of an opioid overdose and save lives.

### SCOPE OF STAFF AUTHORITY

#### Authority to act

Becker County staff are authorized to act should they choose to:

- Recognize signs of a suspected opioid overdose
- Activate emergency medical services (call 911)
- Administer naloxone in accordance with voluntary training provided and/or packaging instructions
- Provide rescue breathing and basic life-saving support
- Remain with the individual until EMS arrives

#### Limitations

- Staff are **not expected to provide advanced medical care** beyond their level of training.
- Naloxone administration is limited to suspected opioid overdoses.
- Staff must **defer to EMS personnel** upon their arrival.

### PROCEDURE

#### General Standards

- Training and/or package instructions are provided to staff to administer naloxone nasal spray. Naloxone is effective only for opioid overdoses and does not reverse other types of overdoses; however, if in doubt, it is best to administer.
- Naloxone administration is performed with the intent of transferring the individual to the nearest emergency department via ambulance for immediate medical evaluation.
- Rescue breathing may be required. A barrier mask will be available in all overdose response kits.

#### Staff Training

- Staff are considered trained upon completion of an approved naloxone training session.
- Voluntary training is provided by Public Health.

#### Acquisition and Overdose Prevention Kits

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- Naloxone will be ordered by Public Health.
- Each Overdose Rescue Kit will include:
    - One box containing two doses of Narcan nasal spray
    - Disposable face mask for rescue breathing
    - Latex or nitrile gloves
    - Instruction video for naloxone administration
- Kits will be stored through Becker County buildings next to AED machines. marked: **"Opioid Overdose Rescue Kit."**

**Documentation**

- All staff involved must complete an Incident Report and submit it online to the Safety Committee.

**Implementation**

- Upon notification of a possible overdose:
    - Retrieve the Overdose Rescue Kit immediately.
    - Put on gloves and assess scene safety (e.g., needles, hazardous materials).
- If unsure whether the individual is experiencing an opioid overdose, administer naloxone. Naloxone will not harm the individual if opioids are not present.
- Staff will follow the steps outlined in **Appendix A: Responding to an Opioid Overdose**.

**LEGAL PROTECTIONS (Minnesota Good Samaritan Law)**

**Good Samaritan Protections**

In accordance with Minnesota law, individuals who in good faith seek medical assistance for someone experiencing a drug overdose, or who administer naloxone, are protected from certain criminal charges.

- Staff who **call 911**, **administer naloxone**, or otherwise provide emergency assistance in good faith are protected from liability related to those actions.
- The individual experiencing the overdose and the person seeking help may be protected from prosecution for certain drug possession offenses.
- These protections apply when actions are taken **promptly and in good faith** to save a life.

**Appendix A: Responding to an Opioid Overdose**

**1. Assess for Overdose**

Staff should assess by observing:

- Slow, shallow, or absent breathing
- Gurgling, gasping, or snoring sounds
- Cool, clammy skin
- Slow or absent pulse
- Blue or gray lips and fingernails
- Presence of drug paraphernalia (pill bottles, syringes, alcohol)

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**2. Call 911**

- Report: “Unresponsive individual, suspected opioid overdose.”
- State that naloxone is being administered.
- Provide exact location within the facility or surrounding area.

**Administer Naloxone (Narcan)**

- Remove Narcan from packaging.
- Insert nozzle into one nostril.
- Press plunger firmly to administer full dose.
- Continue rescue breathing.

**5. Reassess and Repeat if Necessary**

- If no response after 2–3 minutes, administer second dose in opposite nostril.
- Continue rescue breathing.

**6. Monitor and Support**

- If the individual resumes breathing:
    - Place in recovery position (on their side).
    - Monitor breathing and responsiveness.
- Be aware the individual may become disoriented or agitated as naloxone takes effect.

**7. Transfer Care to EMS**

- Provide EMS with:
    - Time and number of naloxone doses administered
    - Observations and actions taken
- EMS will ensure that the individual is transported to the hospital for further evaluation and next steps of care.

**8. Post-Incident Actions**

- Dispose of used materials safely.
- Wash hands thoroughly.
- Complete required documentation and incident reports.

**Stay with the individual until emergency medical personnel arrives**

- Stay with the individual until emergency medical personnel arrive. Naloxone (Narcan) wears offafter 30-90 minutes and the overdose can return. It is imperative that the individual receives medical attention as soon as possible.
- Comfort the individual. Naloxone (Narcan) can cause the individual to go into acute withdrawal.
- Some common signs of withdrawal can include, but are not limited to vomiting, agitation,weakness, sweating, and shivering.
- Be prepared to manage individual behavior following the overdose reversal, such as confusion,irritability, attempts to leave, and desire to seek more opiates to relieve the withdrawal symptoms.
- Assess for need to administer rescue breathing or CPR. Administer breaths and chest compressions if the individual is not breathing, is pulseless, or otherwise remains non-



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responsive.

- If the individual starts breathing again and it is safe for staff to do so, position the individual in the recovery position.
- Encourage individuals to accept medical care if they are resisting medical assistance.
- Staff will inform medics upon arrival that they administer naloxone (Narcan).

**Follow up after the overdose incident**

- Following the arrival of emergency medical personnel and passing of the crisis, staff will document the naloxone (Narcan) administration in an online incident report.
- Becker County Maintenance staff will be responsible to conduct the monthly maintenance of the ONE box Classic emergency opioid overdose reversal and rescue kit.

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## SAFETY GUIDELINES

The following are general safety guidelines to be used and followed by all Becker County personnel. These items are intended to be minimum standards and can be strengthened by individual departments as needed. Not all these items will relate to your department but are viewed to be the general responsibilities of all County personnel.

### GENERAL SAFETY GUIDELINES:

A. Follow all applicable safety policies, procedures, rules, and instructions issued by Becker County, department heads, supervisors, and authorized safety personnel.

B. Participate in required safety training, job-specific instruction, and equipment training to understand workplace hazards, safe work practices, and the proper use of protective equipment.

C. Use approved work methods and follow established safety procedures when performing assigned duties.

D. Promptly report hazardous conditions, unsafe work practices, defective equipment, and other potential safety concerns affecting employees, visitors, or the public to a supervisor or designated safety representative.

E. Remain alert to workplace conditions and inspect work areas, tools, and equipment as appropriate to identify potential hazards before beginning work and throughout the workday.

F. Cooperate with workplace incident investigations, provide accurate information regarding accidents, injuries, and near misses, and participate in identifying corrective actions to prevent recurrence.

G. Inspect tools and equipment before use, report defects or unsafe conditions, and remove defective equipment from service when necessary. Do not use equipment that is unsafe or not authorized for use.

H. Operate machinery, vehicles, and equipment only when authorized and appropriately trained. Follow manufacturer instructions and applicable safety procedures, and ensure required guards and protective devices remain in place.

I. Perform work at a safe and reasonable pace. Do not allow haste, shortcuts, or unnecessary risk-taking to compromise safety.

J. Consider the safety of coworkers, visitors, contractors, and members of the public when performing assigned duties.

K. Refrain from horseplay, practical jokes, reckless conduct, or other behavior that could distract employees or create a risk of injury.

L. Do not report to or remain at work while impaired by alcohol, drugs, medications, or other substances in a manner that compromises workplace safety. Follow applicable County policies regarding alcohol and controlled substances.

M. Avoid wearing jewelry, accessories, or other items that may create entanglement or injury hazards when performing tasks involving climbing, material handling, moving machinery, or other hazardous activities.

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N. Secure loose clothing, long hair, and other items that could become caught in machinery or equipment with moving parts.

O. Keep hands, clothing, tools, and other objects clear of moving machinery and equipment. Never reach over, around, or into moving parts when doing so creates a hazard.

P. Never operate machinery or equipment with required guards or protective devices removed, disabled, or improperly installed. Report missing or defective guards to a supervisor.

Q. Before cleaning, adjusting, repairing, or maintaining machinery or electrical equipment, ensure hazardous energy sources are properly isolated and controlled in accordance with applicable safety procedures. Electrical work and other specialized maintenance shall be performed only by qualified and authorized personnel.

R. Keep file drawers and cabinets closed when not in use. Open only one file drawer at a time when necessary to maintain cabinet stability and prevent tipping or injury.

S. Keep electrical cords, telephone cords, cables, and other floor-level obstructions secured and arranged to prevent tripping hazards. Do not use damaged cords or overload electrical outlets.

T. Use ground-fault circuit interrupters (GFCIs) where required by applicable electrical safety standards or where conditions warrant their use, particularly in damp or wet locations.

U. Use paper cutters, paper trimmers, and similar office equipment with appropriate caution. Keep required guards in place, follow manufacturer instructions, and secure blades when the equipment is not in use.

V. Use approved step stools, ladders, or other appropriate equipment to reach elevated areas. Never stand on swivel chairs, file drawers, desks, or other unstable furniture or equipment to reach overhead items.

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## PROTECTIVE CLOTHING AND EQUIPMENT (PPE)

Personal protective equipment (PPE) shall be used when workplace hazards cannot be eliminated or adequately controlled through other methods. Becker County shall assess workplace hazards and determine the appropriate protective equipment for affected employees. Where feasible, hazards should first be eliminated or reduced through engineering controls, safe work practices, or other appropriate measures.

PPE shall be selected, provided, maintained, and used in accordance with applicable Minnesota OSHA (MNOSHA) and federal OSHA requirements. Required PPE training shall be provided, and equipment shall be appropriate for the hazards and properly fitted to the employee. All protective equipment will comply with American National Safety Institute (A.N.S.I.) Standards and Occupational Safety and Health Act (OSHA) Standards.

*Eye Protection:*

Eye protection shall be provided by the County and Appropriate eye and face protection shall be worn whenever employees may be exposed to hazards such as flying particles, dust, chemical splashes, sparks, or other materials capable of causing eye or facial injury.

Protection shall be appropriate to the task and may include safety glasses, goggles, face shields, or other approved equipment. Examples include grinding, cutting, drilling, chipping, handling dry cement, working with chemicals, and performing maintenance or field operations where eye hazards may exist.

Face shields shall be used in combination with appropriate eye protection when required by the hazard. Employees and supervisors are responsible for ensuring required protection is used

*Head Protection:*

Approved protective helmets or hard hats shall be worn when employees work in areas where there is a risk of head injury from falling or flying objects, impact, or other identified hazards.

Employees working at construction sites or other locations with posted head-protection requirements shall comply with those requirements. Head protection shall also be used when required by the applicable hazard assessment or safety standard.

Head protection exemptions shall be based on the applicable standard and the hazards present, rather than on location

*Respiratory Protection:*

Wear appropriate respiratory protection when working or required to be in an area where there is danger of chemical or high toxicity or contaminants that are harmful to the respiratory system as defined by OSHA standards. Employees required to use respiratory protective equipment are to be thoroughly trained in its use and must have a fit test performed annually.

Appropriate respiratory protection shall be used when employees may be exposed to airborne contaminants or oxygen-deficient atmospheres requiring respiratory protection under applicable standards. Respirators shall be selected based on the specific hazard, exposure level, and task.

When respirator use is required, ensure compliance with applicable respiratory protection



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requirements, including a written program where required, medical evaluation before use, fit testing for tight-fitting respirators before initial use and at least annually thereafter, training, and appropriate cleaning, maintenance, storage, and replacement of filters or cartridges.

Additional fit testing shall be conducted when changes in an employee's physical condition could affect the respirator's seal.

Employees shall:

1. Use only the respirator approved for the identified hazard and assigned task.

2. Complete required medical evaluations, fit testing, and training before required respirator use.

3. Perform the required user seal check each time a tight-fitting respirator is put on.

4. Clean, maintain, and store respirators according to manufacturer instructions and County procedures.

5. Replace filters and cartridges according to the established replacement schedule and applicable requirements.

Surgical masks and filtering facepiece respirators are not interchangeable for every purpose. Respirators used voluntarily or as part of a required respiratory protection program must be handled in accordance with the applicable OSHA requirements.

*Hearing Protection:*

Appropriate hearing protection, including earplugs or earmuffs, shall be used when required by workplace noise exposure assessments, posted requirements, or applicable safety standards.

Wear appropriate noise abatement protection when working in an area where there is undue noise levels or durations of exposure to those specified in OSHA standards.

*Hand Protection:*

Gloves are recommended for all classes of work where there are possibilities of hand injuries such as all types of construction work, handling heavy or rough objects, and where there is a possibility of burns from hot liquids, etc. Wearing gloves does not necessarily prevent accidents but does minimize injury.

Appropriate gloves or other hand protection shall be used when employees may be exposed to cuts, abrasions, punctures, chemicals, burns, biological hazards, or other hand-injury risks. Employees shall inspect protective equipment before use and report damaged or unsuitable equipment to their supervisor.

*Foot Protection:*

Employees shall wear appropriate footwear for their assigned duties and workplace conditions. Protective footwear, such as safety-toe boots or other specialized footwear, shall be worn when required by the hazard assessment or applicable safety standards.

Footwear selection shall consider potential hazards such as falling or rolling objects, punctures, slips, exposure to chemicals, and electrical hazards. Supervisors shall communicate any department-specific footwear requirements to affected employees.

Protective Clothing and Other Equipment

Employees shall use appropriate protective clothing and equipment when required by the hazards of their assigned work. This may include high-visibility apparel, protective sleeves, aprons, fall-protection equipment, chemical-resistant clothing, hearing protection, or other specialized equipment.

Employees shall inspect PPE before use, follow applicable training and manufacturer instructions, and report damaged, defective, or improperly fitting equipment. Required PPE shall not be altered or used in a manner that compromises its protective function.

*Safety Vests/High-Visibility:*

Employees working on or near roadways, within roadway medians, or in other areas where they may be exposed to moving vehicles or mobile equipment shall wear appropriate high-visibility safety apparel as required by applicable OSHA/MNOSHA standards, roadway work-zone requirements, and department procedures.

High-visibility apparel shall be appropriate for the work environment, visibility conditions, and time of day. Where required, apparel shall include reflective material suitable for nighttime or low-light conditions.

Approved apparel may include safety vests, shirts, jackets, coveralls, or other garments designed to provide the required visibility. Employees shall follow applicable requirements when working on County roads, construction sites, or other locations with vehicle-traffic hazards.

*Safety Belts/Fall Protection/Personal Flotation Devices:*

Employees exposed to fall hazards shall use appropriate fall-protection systems in accordance with applicable OSHA/MNOSHA requirements. Required equipment may include guardrails, personal fall-arrest systems, safety nets, or other approved protective measures, depending on the work activity and applicable standard.

Fall-protection equipment shall be properly selected, inspected, used, and maintained in accordance with applicable requirements and manufacturer instructions. Anchorages shall meet the requirements applicable to the specific fall-protection system. Equipment subjected to impact loading or suspected damage shall be immediately removed from service and shall not be reused until appropriately evaluated and cleared for use, where permitted by the applicable requirements.

Employees working on, over, or near water where a drowning hazard exists shall use appropriate personal flotation devices (PFDs) at all times. PFDs shall be appropriate for the conditions, properly maintained, and readily accessible when required.

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## EQUIPMENT SAFETY

County equipment will be operated and maintained in compliance with state and federal regulations as well as operating and maintenance directives of the department. Employees have no special privileges to operate or maintain equipment otherwise.

Mechanical action or motion is hazardous. Even smooth, slowly rotating shafts, belts, or pulleys can grip clothing or hair and through mere skin contact force an arm or hand into a dangerous position. Accidents due to contact with rotating objects are not frequent, but the severity of injury is always high. Therefore, only properly trained personnel should operate and/or repair mechanical devices.To further ensure employee safety, one must immediately reinstate safety shields and guards on all equipment once the task has been completed.

Tools, machinery, and equipment shall be inspected as appropriate before use and maintained in safe working condition. Damaged, defective, or improperly repaired equipment shall be removed from service and reported to a supervisor. Makeshift repairs that compromise safety are prohibited. Tools shall be cleaned and stored securely in designated locations to prevent damage, tripping hazards, or injury. Electrical tools and equipment shall be used in accordance with applicable electrical safety requirements and manufacturer instructions.

Employees shall maintain clean and orderly work areas by keeping floors, aisles, walkways, and access to emergency equipment clear of obstructions. Oil, fuel, grease, and other spills shall be addressed promptly using appropriate procedures. Storage areas shall be maintained to prevent fire hazards, unsafe material accumulation, and blocked access. Restrooms, locker rooms, break rooms, and other shared facilities shall be kept clean and sanitary.

Hazardous materials, fuels, oils, and flammable liquids shall be stored, handled, transferred, and dispensed using approved containers and equipment appropriate for the material. Containers and dispensing equipment shall be properly identified, maintained, and inspected. Flammable liquids shall be handled in adequately ventilated areas with ignition sources controlled in accordance with applicable requirements. Contaminated rags and combustible waste shall be disposed of appropriately, and hazardous materials shall be stored in designated locations when not in use. Employees shall follow applicable safety procedures; use required protective equipment and avoid unnecessary exposure to hazardous substances.

Before refueling vehicles or equipment, employees shall shut off the engine unless an applicable procedure or equipment requirement provides otherwise. Approved dispensing equipment shall be used, and employees shall remain attentive during refueling to prevent spills and overfilling. Smoking and other ignition sources are prohibited in designated fueling areas and locations where flammable vapors may accumulate. Fueling areas shall have appropriate fire protection and spill response equipment as required by applicable standards.

Vehicles, trailers, and mobile equipment shall be parked and secured against unintended movement. Wheels shall be blocked or chocked, when necessary, particularly for non-motorized equipment without effective brakes. Towing shall be performed using properly rated couplings, safety chains, and other required connections. Towing equipment and attachments shall be inspected before use and maintained in safe working conditions.

Employees operating County vehicles or mobile equipment shall be appropriately licensed, authorized, and trained. Operators shall follow applicable traffic laws, County vehicle policies, and manufacturer instructions. Seat belts should be worn as required, and passengers shall use

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designated seating positions without exceeding the vehicle's rated capacity. Unauthorized individuals shall not operate or ride in County equipment. Riding on vehicle hoods, fenders, or other areas not designed for passengers is prohibited. Riding in truck beds is prohibited unless specifically authorized and permitted by applicable law and safety requirements. Employees shall not enter or exit moving vehicles, interfere with a driver's control, or leave doors unsecured while a vehicle is moving.

Operators shall maintain safe speeds and remain alert to pedestrians, coworkers, obstacles, and changing conditions. Backing shall be performed cautiously, with the area checked before movement and a spotter or other appropriate assistance used when visibility is restricted or conditions warrant. Employees should never remove a radiator cap or open a pressurized cooling system while hot and shall follow manufacturer instructions before servicing.

Hand trucks, carts, dollies, and similar equipment shall be inspected before use and operated within their rated capacities. Loads shall be properly positioned and secured to prevent shifting, falling, or obstructing the operator's view. Employees shall maintain a clear path of travel, watch for pedestrians and floor obstructions, and request assistance when loads are too heavy or awkward to handle safely. Equipment shall be secured when left unattended to prevent rolling or creating a hazard.

Employees who service tires or wheel assemblies shall receive appropriate training and use the equipment and procedures required by applicable safety standards and manufacturer instructions. Specialized and multi-piece wheel assemblies shall be serviced only by trained and authorized personnel. Appropriate lifting equipment and assistance shall be used to prevent strains, crushing injuries, and other material-handling hazards.

Jacks, hoists, jack stands, and other lifting equipment shall be inspected before use, properly rated for the load, and operated in accordance with manufacturer instructions. Vehicles and equipment shall be positioned on stable surfaces and secured against movement before lifting. Properly rated support shall be used as required, and employees shall never work beneath a vehicle or equipment supported only by a jack. Employees shall remain clear of suspended loads, and defective lifting equipment shall be removed from service and reported to a supervisor.

All employees are responsible for following applicable equipment safety procedures, completing required training, using appropriate protective equipment, and reporting unsafe conditions or defective equipment. Supervisors and department heads shall ensure employees are authorized and adequately trained for assigned equipment and that applicable inspection, maintenance, and safety procedures are followed.

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**NOTICE:**

A copy of this safety program and its contents can be found on the ***Safety Information*** page of the **County Intranet website**.

## APPENDIX A - EMPLOYEE INCIDENT/INJURY/SAFETY REPORT FORM

**Internal Use for Becker County Employees**:

Employee: Report any incident/injury/safety concern to your Supervisor or Department Head, work with them to complete this form.

Supervisor/Department Head: Please complete each section of this form with your employee and submit it when complete.

Please complete this form **ASAP/Within 24 hours**. In the event of hospitalization, loss of limb, or death, complete **IMMEDIATELY!**

One form per individual involved. **External Use** for Civilians on Becker County Premises: Select the corresponding answer in question 1 and complete the form accordingly.

Link: https://www.co.becker.mn.us/intranet/safety.aspx

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## APPENDIX B - MCIT AUTO/LIABILITY/PROPERTY LOSS NOTICE REPORTING

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**APPENDIX C - BECKER COUNTY SAFETY COMMITTEE COMMENT FORM**

If you have a question, concern, idea, or comment for the Safety Committee, submit it here:

Link: https://forms.office.com/g/r6UxM8jmsP



## APPENDIX D – FACILITY EMERGENCY/EVACUATION MAPS

*Attached once updated and completed

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# BECKER COUNTY

*IT Department*

915 Lake Avenue • Detroit Lakes, MN 56501
218-846-7230

MEMORANDUM FOR ACTION Date: 10/08/26

SUBJECT: Door System Upgrade and Licenses

THROUGH: IT Department, Finance Committee

TO: Becker County Commission

1. References:
   Becker County has been using door system since 2015 it is time to upgrade the software and Licensing.
   Discussion: Upgrade of the current door system software and licensing.

| Description | Quantity | Cost |
|---|---|---|
| Upgrade and Licensing | 1 | $25,628.44 |
| | | |
| **Total** | | **$25,628.44** |

2. Funding – IT Budget.
3. Action – recommend approving the upgrade of the Gallager System Software.
4. The points of contact for Judy Dodd, IT Director, 218-846-7200 X7332

# BECKER COUNTY HIGHWAY DEPARTMENT
# SAP 003-638-011
# BID TABULATION - BID OPENING OCTOBER 15, 2026

Engineer's Estimate = $3,197,587.25

| Contractor | Bid Bond | Addendum Ackknowledged | Total | % Over/Under Estimate |
|---|---|---|---|---|
| Gladen Construction Inc | X | X | $3,177,213.97 | 0.64% UNDER |
| Dennis Drewes Inc. | X | X | $3,565,549.27 | 11.51% OVER |
| Midwest Contracting, LLC | X | X | $3,646,272.87 | 14.03% OVER |
| Hough, Inc. of Detroit Lakes | X | X | $3,827,480.82 | 19.70% OVER |
| R.J. Zavoral and Sons, Inc. | X | X | $4,707,147.01 | 47.21% OVER |
| Park Construction Company | X | X | $4,915,193.70 | 53.72% OVER |
| Sellin Brothers, Inc. | X | X | $4,926,080.35 | 54.06% OVER |

**BECKER COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION 10-26-2C**

**Bid Award**
**SAP 003-638-011**

**WHEREAS**, a bid in the amount of $3,177,213.97, from Gladen Construction, Inc of Laporte, MN was the low bid received in the bid letting on Thursday, October 15, 2026 for Shoulder Widening, Spot Grading and Aggregate Shouldering on CSAH 38, from CSAH 39 to North Limits of Wolf Lake.

**WHEREAS**, the bid is considered reasonable and is .64% under the engineer's estimate;

**NOW THEREFORE BE IT RESOLVED** that Becker County hereby awards a contract to the low bidder, Gladen Construction, Inc of Laporte, MN

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

Duly adopted this 20th day of October 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 October 20, 2026, as recorded in the record of proceedings.

_____
Carrie Smith, County Administrator

# BECKER COUNTY
# Land Use Department

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


**MEMORANDUM FOR ACTION**

**Date:** October 14, 2026

**SUBJECT:** Resolution 10-26-2A

**THROUGH:** Environmental Services Committee

**TO**: Becker County Commission

1. **Reference:** 2027 Solid Waste Assessment (SWA)

2. **Discussion:** After reviewing the proposed Environmental Services 2027 budget, the Environmental Services Committee is recommending increasing the solid waste assessment rate from $13 per point to $14 per point. This proposal will increase the SWA on a house from $65 to $70. Property owners that are assessed a SWA based on the volume of solid waste produced will be increased at the same rate. The increased SWA will be used to help pay for future capital projects and offset increases in solid waste operational costs.

Total SWA collected will increase from $1,913,171 (2026) to approximately $2,066,400 (proposed 2027)

3. **Funding**: Revenue for Fund 18 (Solid Waste)

4. **Action:** Recommend approval of Resolution 10-26-2A

5. The point of contact for this memorandum is Steve.Skoog@co.becker.mn.us or by phone at 846-7310.

Distribution: County Commissioners
County Administrator

**BECKER COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION 10-26-2A**

**2027 Solid Waste Assessment Fee Schedule**

**WHEREAS**, the Becker County Board of Commissioners is mandated by the State of Minnesota to manage solid waste generated by its citizens in environmentally correct and state approved processes; and

**WHEREAS**, the Becker County Board of Commissioners has authority under MS 400.08 to establish and modify solid waste assessment service fees to offset county solid waste costs; and

**WHEREAS,** the Becker County Board of Commissioners hereby approve assessing a solid waste management fee based on the estimated volume of mixed municipal solid waste generated on each parcel of land or any other solid waste generating activity within the Becker County Solid Waste Management Service Area as established and approved by the Becker County Board of Commissioners.

**NOW THEREFORE, LET IT BE RESOLVED THAT** the Board of County Commissioners of Becker County, Minnesota, approve the 2027 Solid Waste Assessment Fee Schedule and a point factor of **$14.00**

Duly adopted this 20th day of October 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 October 20th, 2026, as recorded in the record of proceedings.

Carrie Smith
County Administrator

# 2027 Solid Waste Assessment Points and Factor

1. **2027 Solid Waste Assessment Point Factor shall be $14.00 per solid waste point assessed**.
2. **Solid Waste Assessment Points shall be assigned based on the following points:**
   a. 400 lbs. of mixed municipal solid waste generated or estimated will equal one (1) point.
   b. 1 cubic yard of loose mixed municipal solid waste is estimated to weight 100 lbs.
   c. Mixed municipal solid waste generated (reported or estimated) shall be converted to solid waste assessment points based on volume generated.
   d. The estimated volume of solid waste generated shall be based on the reported volume submitted by licensed Solid Waste Haulers to the County which will indicate the container size and frequency of collection and total volume collected or as estimated by the County when compared to similar type properties that generate mixed municipal solid waste.

3. **All nonresidential solid waste generators:** Shall pay a solid waste fee based on estimated volume of mixed municipal solid waste generated.

   a. All commercial/industrial properties which are assessed as personal property shall be assessed solid waste points based on reported or estimated volume.

4. **Residential properties**
   a. Single family residences: 0 – 500 SF Bldg = 3 Points
      501+ SF Bldg = 5 Points.

   b. Apartments: 1+ bedrooms = 4 points per apartment
      Efficiency Unit = 3 points per apartment
      Elderly housing = 2.5 points per apartment

   c. Timeshare Units = 4 points per unit

   d. Mobile home courts = 4 points per hookup or volume-based charge, whichever is greater.

5. **Seasonal residential recreational properties**
   a. Seasonal residential recreational non-commercial properties:
      0 – 500 SF Bldg = 3 Points
      501+ SF Bldg = 5 Points

   b. Resort cabins (private or public ownership): Points will be based on the following or volume based, whichever is greater.
      1- 500 SF Bldg = 1.5 points
      500 SF+ Bldg. = 3 points
      Travel Trailer Hookup = 1.5 points
      Camping site = 0.5 points

- Annual Solid Waste Service Charge is based on the estimated volume of noncompacted Municipal Solid Waste derived from the collection records submitted by the licensed Hauler's to the County or by comparing the volume of waste reported from other similar types of waste generating activities.

# BECKER COUNTY

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


## MEMORANDUM FOR ACTION

**Date:** October 14, 2026

**SUBJECT**: Resolution 10-26-2B, 2027 Solid Waste Fee Schedule Rates

**TO:** Becker County Board of Commissioners

1. **Discussion**: The Environmental Services Committee has reviewed and discussed the 2027 Solid Waste Budget and proposes changes for the 2027 Solid Waste Fee Schedule from the 2026 Solid Waste Fee Schedule to cover increased solid waste disposal rates at the Perham Resource Recovery Facility, the Fargo Landfill, and the City of Grand Forks Landfill as well as other solid waste disposal rates such as tires, demolition landfill expenses, labor costs other general operational cost increases.

2. **Funding**: Funding source for Fund 18 for 2027 solid waste operations.

3. **Action request**: Approve Resolution 10-26-2B "2027 Solid Waste Fee Schedule"

4. The point of contact for this memorandum is Steve Skoog

Distribution: Finance Committee and Board of Commissioners.

**BECKER COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION 10-26-1B**

**2027 SOLID WASTE FEE SCHEDULE**

**WHEREAS**, the Becker County Board of Commissioners is mandated by the State of Minnesota to manage solid waste generated by its citizens in environmentally correct and State approved processes; and

**WHEREAS**, the Becker County Board of Commissioners has authority to establish and modify solid waste service and tip fees and;

**NOW THEREFORE BE IT RESOLVED** that the Board of Commissioners of Becker County hereby approve the 2027 Solid Waste Fee List.

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

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

| | |
|---|---|
| /s/ Carrie Smith | /s/ 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 October 20th, 2026, as recorded in the record of proceedings.

_____
Carrie Smith
County Administrator

# 2027 BECKER COUNTY SOLID WASTE FEE SCHEDULE

| MATERIAL | DESCRIPTION | 2026 Rates | | 2027 Rates | |
|---|---|---|---|---|---|
| | | without tax | with tax | without tax | with tax |
| APPLIANCES | Appliances (OUT OF COUNTY) | $11.00 | $11.00 | $12.00 | $12.00 |
| | Appliances - County Residents | $8.00 | $8.00 | $10.00 | $10.00 |
| BRUSH | BRUSH - COMMERCIAL HAULERS (per ton) | $20.00 | $20.00 | $20.00 | $20.00 |
| | BRUSH - NON COMMERICAL / SELF HAULERS | $0.00 | $0.00 | $0.00 | $0.00 |
| CONCRETE | Concrete – Recycled (CY or per ton) | $12.00 | $12.00 | $13.00 | $13.00 |
| DEMO - ASBESTOES CONTAINING MATERIALS | Building demolition materials (CY) Asbestoes containing materials | $59.40 | $60.00 | $69.40 | $70.00 |
| DEMOLITION MATERIALS | Building demolition materials (CY) | $19.40 | $20.00 | $22.40 | $23.00 |
| | Building demolition materials (per TON) | | | $95.00 | $97.00 |
| | Sheetrock - Recyclable Scrap (Per CY) | | | $12.00 | $12.00 |
| | Sheetrock - Recyclable Scrap (per CY) | | | $34.00 | $34.00 |
| ELECTRONIC WASTE | Rate per screen 27" and over | $10.00 | $10.00 | $12.00 | $12.00 |
| | Rate per screen - under 27" | $5.00 | $5.00 | $7.00 | $7.00 |
| | CPU'S/Laptops/keyboards &mouse/printers/copiers etc | $0.00 | $0.00 | $0.00 | $0.00 |
| | Out of County | $15.00 | $15.00 | $15.00 | $15.00 |
| FLUORESCENT BULBS | Bulbs & Ballasts (SEPERATED) | $0.00 | $0.00 | $0.00 | $0.00 |
| FIRE EXT. | Fire Extinguishers (per unit) | $0.00 | $0.00 | $0.00 | $0.00 |
| HHW (non-commercial) | HHW - Paint, etc. | Variable | | Variable | |
| LOOSE SOLID WASTE (TRASH) | Loose Garbage (per CY) | $20.51 | $24.00 | $22.22 | $26.00 |
| BOX SPRINGS-RECYCLE | Box Spring | $9.00 | $9.00 | $10.00 | $10.00 |
| MATTRESS- RECYCLE | Mattress -large | $16.00 | $16.00 | $18.00 | $18.00 |
| | Mattress - small | $14.00 | $14.00 | $16.00 | $16.00 |
| MATTRESS OR BOXSPRING OUT OF COUNTY | ANY SIZE | $16.00 | $16.00 | $18.00 | $18.00 |
| MIXED MUNICIPAL SOLID WASTE (Compacted trash) | MMSW -Compacted Garbage (per ton) | $151.28 | $177.00 | $155.56 | $182.00 |

# 2027 BECKER COUNTY SOLID WASTE FEE SCHEDULE

| MATERIAL | DESCRIPTION | 2026 Rates | | 2027 Rates | |
|---|---|---|---|---|---|
| | | without tax | with tax | without tax | with tax |
| MMSW - PERHAM RRF (Compacted trash hauled by licensed haulers to the PRRF) | MSW hauled by lisc. Hauler to Perham PRRF (per ton) | $146.00 | $170.82 | $150.56 | $175.16 |
| MIX - MSW & DEMO | Mixed MSW/ Demo (CY) | $29.91 | $35.00 | $34.19 | $40.00 |
| | Mixed MSW/ Demo (per ton) | $215.25 | $251.84 | $246.17 | $288.00 |
| OIL FILTERS | Oil filters by residents | $0.00 | $0.00 | $0.00 | $0.00 |
| OIL FILTER | OilFilters-55 gallon barrel | $50.00 | $50.00 | $55.00 | $55.00 |
| RR TIES | RR Ties (per ton) | $151.28 | $177.00 | $155.56 | $182.00 |
| SHINGLES | Shingles-Recycled (per CY) | $12.00 | $12.00 | $14.00 | $14.00 |
| | Shingles-Recycled (Ton) | | | $35.00 | $35.00 |
| STUMPS2 | Tree stumps (per ton) | $22.00 | $22.00 | $22.00 | $22.00 |
| | Tree Stumps (self hauler) | | | $0.00 | $0.00 |
| AUTO TIRES | Auto tire - per tire charge (1-4 tires) | $3.75 | $3.75 | $3.75 | $3.75 |
| | Auto tire - per tire charge (after 4 tires) | $7.00 | $7.00 | $7.00 | $7.00 |
| TIRE - by volume and non-auto tires | TIRE- (enter pounds) | $0.19 | $0.19 | $0.19 | $0.19 |
| | (Scaled - per ton) | $375.00 | $375.00 | $375.00 | $375.00 |
| | Tractor tire per ton | $375.00 | $375.00 | $375.00 | $375.00 |
| | Truck Tire (per unit) | $19.00 | $19.00 | $19.00 | $19.00 |
| COMPOST MATERIAL - IN | organic compostable material (per ton) | $20.00 | $20.00 | $0.00 | $0.00 |
| Wood – clean | Per Ton | $69.00 | $69.00 | $69.00 | $69.00 |
| FEE- HAULER HOLIDAY TIP FEE | Commercial haulers only | $145.00 | $145.00 | $145.00 | $145.00 |
| FEE – LATE CUSTOMER | Per hour (rounded to .5 hr) | $65.00 | $65.00 | $65.00 | $65.00 |
| FEE – LOADER | Per hour | $132.48 | $155.00 | $132.48 | $155.00 |
| FEE – BATTERY PACK | Per use | $10.00 | | $10.00 | $10.00 |
| FEE – SEPARATION | Per hour | $132.48 | $155.00 | $132.48 | $155.00 |
| COMMERICIAL Hazardous Waste (VSQG) | Cost of disposal Plus 35% + $35 per customer | Cost of disposal Plus 35% + $35 per customer | | Cost of disposal Plus 35% + $35 per customer | |
| Miscellanous Trash | | | | | |

# 2027 BECKER COUNTY SOLID WASTE FEE SCHEDULE

| MATERIAL | DESCRIPTION | 2026 Rates | | 2027 Rates | |
|---|---|---|---|---|---|
| | | without tax | with tax | without tax | with tax |
| Misc. - Recliner | | | | $12.82 | $15.00 |
| Misc. - Sofa | | | | $21.37 | $25.00 |
| Misc - Hide-a- bed Sofa | | | | $21.37 | $25.00 |
| Misc. - Sectional Couch | | | | $25.64 | $30.00 |
| **NON BECKER COUNTY WASTE** | | | | **3 TIMES THE COUNTY RATE** | |
| MRF BALING CHARGE | Processing fee - Baling (Per Ton) | $63.00 | $63.00 | $65.00 | $65.00 |
| MRF PROCESSING FEE - COMINGLED RECYCLING | Becker County (commercial haulers only) - per ton | $32.50 | $32.50 | $32.50 | $32.50 |
| | Out of County Fee - per ton | $147.00 | $147.00 | $147.00 | $147.00 |
| RECYCLING DUMPSTERS | SERVICE FEE PER STOP | $26.25 | $26.25 | $28.00 | $28.00 |
| TRUCK LOAD DELIVERY CHARGE | PER HOUR CHARGE | | | $175.00 | $175.00 |
| **RECYCLABLE COMMODITIES** | | | | | |
| AG PLASTIC - HDPE Film | CHARGE PER CY | $8.00 | $8.00 | $8.00 | $8.00 |
| PLASTIC BOAT WRAP | CHARGE PER CY | $7.00 | $7.00 | $0.00 | $0.00 |
| OTHER PLASTIC FILM | CHARGE PER CY | $5.00 | $5.00 | $0.00 | $0.00 |
| CARDBOARD | CHARGE PER CY | $0.00 | $0.00 | $0.00 | $0.00 |
| MIXED PAPER | CHARGE PER CY | $0.00 | $0.00 | $0.00 | $0.00 |
| METAL/PLASTIC CONTRAINERS | CHARGE PER CY | $0.00 | $0.00 | $0.00 | $0.00 |
| GLASS | CHARGE PER CY | $7.00 | $7.00 | $7.00 | $7.00 |
| WINDSHIELD GLASS | CHARGE PER CY | $15.00 | $15.00 | $15.00 | $15.00 |
| COMINGLED RECYCLING | CHARGE PER CY | $5.00 | $5.00 | $0.00 | $0.00 |
| **Items OUT:** | | | | | |
| CRUSHED CONCRETE - OUT | Per ton / plus loading fee | $16.00 | $16.00 | $16.00 | $16.00 |
| Crushed Concrete/Ground Shingle mix | Per Ton | | | $20.00 | $20.00 |
| METAL - OUT | If available for sale | $.25/lb. or $5.00 minimum | $.25/lb. or $5.00 minimum | $.25/lb. or $5.00 minimum | $.25/lb. or $5.00 minimum |
| Ground Asphalt Shingles (If available) | Per ton / plus loading fee | $25.00 | $25.00 | $25.00 | $25.00 |
| Ground Sheetrock Scrap (Gypsum) | Per Ton | | | $30.00 | $30.00 |

## 2027 BECKER COUNTY SOLID WASTE FEE SCHEDULE

| MATERIAL | DESCRIPTION | 2026 Rates | | 2027 Rates | |
|---|---|---|---|---|---|
| | | without tax | with tax | without tax | with tax |
| Ground Wood | Per Ton | | | Rate varies | |
| Wood | If available for sale | | | | |

# BECKER COUNTY

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


MEMORANDUM FOR ACTION

Date: October 20th, 2026

SUBJECT: Approve Capital Expenditure Request – Bobcat Toolcat UW56

TO: Becker County Board of Commissioners

1. Discussion: NRM and Parks staff are requesting to purchase this piece of equipment to help accomplish the duties and responsibilities of the department. The low quote contains a Heavy-Duty Bucket with Cutting Edge and a Rock Bucket Grapple. Some examples of how this machine would be used below:

- Clearing forest roads and trails from rocks, woody debris, repairing minor water holes, etc.
- Parks trails maintenance (walking, cross country ski, snowmobile trails). Snow removal would also be an option if needed.
- It allows staff to safely ride together to carry out their duties and responsibilities. Staff can also showcase potential timber sales or road projects to contractors or loggers.
- Do not have to rely on or wait for other county departments to free up the use of their machines.

2. Funding: Tax Forfeited Fund (71), to be purchased in CY2026.

3. Action request: Approve the Becker County Land Commissioner to purchase a Bobcat Toolcat as presented in the quote for up to $80,000 from Swansons Equipment, Bobcat of Detroit Lakes, MN.

4. The point of contact for this memorandum is Mitch Lundeen/Steve Skoog

Distribution: Board of Commissioners, County Administrator

# TOOLCAT UTILITY WORK MACHINES

## UW53, UW56



# THE RIGHT TOOL FOR ANY JOB

**With the best features of an entire fleet of equipment, this one-of-a-kind, do-it-all machine is in a league of its own.**

**When you've got plenty to do, versatility is essential. Why slow down to start up another machine? Why take up valuable space with machines that might only be used occasionally? Why deal with the extra maintenance and costs of having multiple machines when you only need one?**

**Toolcat™ utility work machines do many of the jobs you'd do with a pickup truck, compact tractor, utility vehicle or attachment carrier, and more. Add the precise maneuverability of all-wheel steer, and you have the most versatile worker in your fleet or on your estate.**



**PICKUP TRUCK**
The Toolcat UW56 offers cargo and trailer-towing capabilities comparable to most half-ton pickup trucks.

**COMPACT TRACTOR**
The Toolcat UW53 is equipped with a 3-point hitch, PTO and one set of rear remote hydraulics for use with Category 1 implements.

**SKID-STEER LOADER**
Toolcat utility work machines can operate more than 45 front-mounted attachments, plus they have great maneuverability for tight working areas.

*Machine: UW56*
*Attachment: Bucket*



**UTILITY VEHICLE**
With a 2,000-pound cargo box capacity and 4,000-pound towing capacity, Toolcat utility work machines give you and a co-worker a powerful way to haul materials and supplies quickly from point to point.

# ANY DAY. ANY JOB.

**Maximize your production and return on investment by connecting your Toolcat utility work machine to one of more than 45 attachments. Changes take less than a minute – so it's simple to mow in the morning, remove downed trees in the afternoon and dig post holes in the evening. It's an investment you can leverage a different way every day, all year round.**

Want to make sure you get the most out of your machine? Purchase the attachments you regularly use, like a mower, so they're there when you need them. For one-time projects, rent the attachments you need, like a stump grinder, from your local Bobcat dealer.

The Toolcat utility work machines have additional features not found in other types of equipment that help increase attachment productivity – so you can get more done in a day:

- Lift arm float
- Horsepower management
- Hydrostatic drive
- Variable flow hydraulics
- Fingertip auxiliary control
- Drive response
- Dual-direction detent
- Cruise control
- High-flow hydraulics
- Attachment control kit

One person can change attachments in less than a minute. With the standard Bob-Tach® attachment mounting system, attachment hookup is quick and easy.

With the optional Power Bob-Tach system, you can change non-hydraulic attachments without leaving the comfort of your cab. Just line up the attachment and flip the switch.








*Machine: UW56*
*Attachment: Bucket*



### Joystick and Attachment Control Kit

Command the attachment and make on-the-fly adjustments with a simple-to-operate joystick and effortless fingertip auxiliary control. Secondary attachment functions, like angle adjustments on the broom, blade or soil conditioner, are at your fingertips with the optional attachment control kit.

### Pressure Relief Quick Couplers

This unique design releases trapped line pressure and provides easier hydraulic attachment hookup.

### Optional High-Flow Hydraulics

With optional high-flow hydraulics, you can maintain torque and attachment speed under a heavy load. You'll notice the difference on tough jobs requiring high power, like stump grinding, blowing snow and digging postholes.

### Speed Management

Use speed management to set your engine speed to the optimal setting for the attachment that you're operating, then dial in your desired travel speed. Speed management is helpful for operating attachments that require a slow and consistent travel speed while maintaining high engine speeds, such as a soil conditioner or snowblower. Use speed management to set the maximum travel speed at full stroke of the accelerator pedal.

## Get more done on the job with these Bobcat attachments:

3-point hitch adapter
Angle broom
Auger
Bale fork
Box blade
Brushcat™ rotary cutter
Bucket
Chipper
Combination bucket
Dozer blade
Dumping hopper
Flail cutter
Grader
Grapple, industrial
Grapple, utility
Landplane
Landscape rake
Mower
Pallet fork, hydraulic
Pallet fork, standard
Rock bucket
Salt/sand spreader
Scraper
Seeder
Snow blade
Snowblower
Snow pusher
Snow v-blade
Sod layer
Soil conditioner
Spreader
Stump grinder
Sweeper
Tiller
Tilt-Tatch™ device
Trencher
Utility fork

*Find detailed attachment information and specifications at Bobcat.com*




# HEADS OR TAILS ... YOU WIN.

**With the ability to use front-mounted attachments and rear-mounted implements on the UW53, buildings and grounds crews, landscapers, agriculture producers, property owners, and others can reduce the time spent stopping to change attachments and get more done in less time.**

The Toolcat UW53 and UW56 have the abilities of a compact loader and attachment carrier with a front lift arm that has a rated operating capacity (ROC) of 1,500 pounds. The UW53 increases your productivity even more with its 3-point hitch and PTO. You can buy, rent and use Category 1 3-point implements of up to 1,775 pounds to do hundreds of different tasks. A pair of rear remote hydraulics are standard for adjusting and controlling individual implement functions.



*Machine: UW53*
*Attachment: Angle Broom*




*Machine: UW56*
*Attachment: Soil Conditioner*



*Machine: UW56*
*Attachment: Bale Fork*

# YOU'RE THE MASTER OF ALL TRADES.

Many standard features are designed to give you the most flexibility for the work you do. Two cargo bins accommodate tools and supplies for the job – up to 50 pounds each. A standard 2-inch receiver hitch allows for a wide variety of towing and transport possibilities. Even the raised cooling package gives you more cooling efficiency for heavy-duty jobs. Plus, the UW53 has all of the front-mounted attachment capabilities and the same comfortable cab as the Toolcat UW56. With the right combination of complementary attachments and implements, you can switch instantly from one job to the next – or complete two tasks in one pass.

## ATTACHMENTS AND IMPLEMENTS

Use the standard 3-point hitch on your Toolcat UW53 to hook up your Category 1 implements and maintain the ability to carry front-mounted attachments on the Toolcat lift arm.

## 3-POINT HITCH DEPTH INDICATOR

Easily position your implement for the best possible performance. If uneven terrain threatens to slow down your work, the mechanical float feature maintains constant contact with the ground for reliable implement performance when traveling across bumps and dips.

## REAR REMOTE HYDRAULICS

Rear remote hydraulics increase capabilities to the rear of the UW53. One pair comes standard on all machines.

## SIMPLE, IN-CAB ACTIVATION AND CONTROLS

You control the PTO and rear remote hydraulics with easy-to-reach, easy-to-use cab-mounted switches. Raise and lower the 3-point hitch with a simple in-cab lever for easy operation.

## 5-INCH DIGITAL DISPLAY

Use the 5-inch display to continuously monitor the rpm of the PTO and engine, as well as fuel level, fault codes, and video display for the optional rear view camera.

## REAR PTO

The UW53's PTO is simply activated with a switch in the cab, and it powers your rear-mounted, PTO-powered implements: mowers, augers, tillers and more.






*Machine: UW53*
*Attachment: Bucket*
*Implement: Box Blade*

## USE A VARIETY OF 3-POINT IMPLEMENTS WITH THE TOOLCAT UW53:

- Angle blade
- Auger
- Box blade
- Finish mower
- Rotary cutter
- Seeder
- Tiller
- Tine rake




*Machine: UW56*
*Attachment: Pallet Fork*

# SOLID FOOTING FOR ANY TASK

The Toolcat utility work machines offer four-wheel independent suspension. Each wheel travels up and down independently, isolating the frame from changes in the terrain. This keeps the wheels in contact with the ground over bumps and through dips to increase traction. Compare a Toolcat machine to a tractor, other types of loaders and even utility vehicles. One of the first things you'll notice is the increase in comfort. It is hard to believe that a tough Toolcat utility work machine can deliver such a smooth ride. But four-wheel independent suspension doesn't just offer a great ride. With the Toolcat suspension, you can travel at higher speeds in greater comfort – and get the job done faster!

When traveling to and from your jobsite or around your ranch, the four-wheel independent suspension provides a comfortable ride – even at the top speed of 16.5 mph.

## OPERATOR COMFORT

- Independent suspension absorbs changes in terrain, providing a more comfortable ride.
- Increased wheel-to-ground contact reduces bounce and vibration.
- Long wheelbase lessens the impact of bumps and dips and evenly distributes the weight of the machine.

## ATTACHMENT PERFORMANCE

- The frame is isolated from the wheels, lessening the movement of the attachment in bumpy terrain. This increases your productivity in applications that demand steady contact with the ground, such as mowing and snow removal.
- Spillage and vibration are reduced when carrying materials.

## SUPERIOR LIFTING AND CARRYING

When maximum lift or payload capacity is reached, suspension stops provide the support needed in the front and rear of the machine to deliver lift-and-carry performance.

**A-Frame Control Arms**
Each wheel travels up and down independently of each other and the frame – isolating the machine from changes in the terrain to improve ride and attachment performance.

**Coil Spring Suspension**
A coil spring at each wheel compresses and expands to help absorb and control up-and-down movement and maximize wheel-to-ground contact and traction.

**Shocks**
Front and rear shocks absorb vibrations and help provide a smooth, comfortable ride.

**Suspension Stop**
Rubber stops provide support at maximum lift or payload capacity.



# MAXIMUM TRACTION.
# MINIMAL DISTURBANCE.

**Snow, ice, loose gravel or dirt … bring 'em on. They can't slow you down in the Toolcat utility work machine.**

## MAXIMIZE TRACTION WITH ADVANCED HYDROSTATIC TRACTION CONTROL.

The Toolcat hydrostatic traction control (HTC) drive system automatically manages the torque split between the high-traction and low-traction tires. If one wheel loses tractive effort, HTC ensures the wheel with the most traction receives the most torque – without the need to engage any locks, buttons or levers.

For the ultimate in off-road traction, an optional enhanced HTC system selectively pulses the brake on low-traction tires, preventing wheel spin and mechanically forcing torque to the tires with the most traction automatically.

## DRAMATICALLY REDUCE GROUND DISTURBANCE.

Many four-wheel drive systems utilize locking differentials which cause "binding" and turf damage when turning. HTC eliminates this four-wheel drive characteristic from the Toolcat drivetrain, minimizing turf tear-out when working on grass. Together with its four-wheel drive and all-wheel steering, the Toolcat drivetrain provides the perfect balance of excellent traction, smooth turning, minimized tire wear and outstanding turf protection.

## POWER THROUGH YOUR TOUGHEST JOBS WITH HORSEPOWER MANAGEMENT.

During an uphill climb, or when you dig into a pile, Bobcat® horsepower management sustains engine rpm and maintains optimum attachment performance.

## THAT'S NOT ALL.

Other features that maximize traction and maneuverability:

- Hydrostatic drive
- Hydrostatic braking system
- Cruise control
- Shift-on-the-fly 2-Speed option





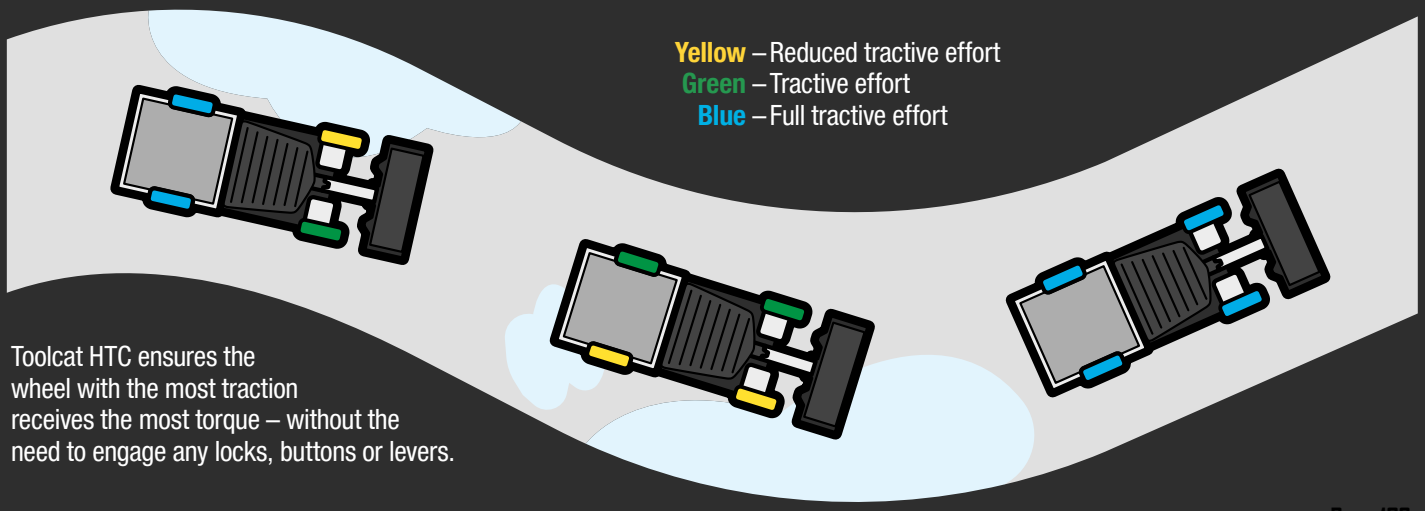

*Machine: UW56*
*Attachment: Utility Grapple*

**Hydrostatic traction control works with 4WD and all-wheel steer to minimize turf damage or loss of traction in soft ground conditions.**

## TWO DRIVE MODES

The drive response system provides two drive modes for the best combination of speed, torque and performance for the task.

*Machine: UW56*
*Attachments: Angle Broom and Spreader*



**Yellow** – Reduced tractive effort
**Green** – Tractive effort
**Blue** – Full tractive effort

Toolcat HTC ensures the wheel with the most traction receives the most torque – without the need to engage any locks, buttons or levers.

**Turn around in smaller spaces without backing up to save time and reduce damage to grass and marks on pavement.**




*Machine: UW56*
*Attachment: Angle Broom*

# WORK CIRCLES AROUND A TIGHT JOB.

**Precise, responsive all-wheel steering makes the Toolcat utility work machine extremely maneuverable and easy on turf. And with its hydraulic power steering, you have nearly effortless control.**

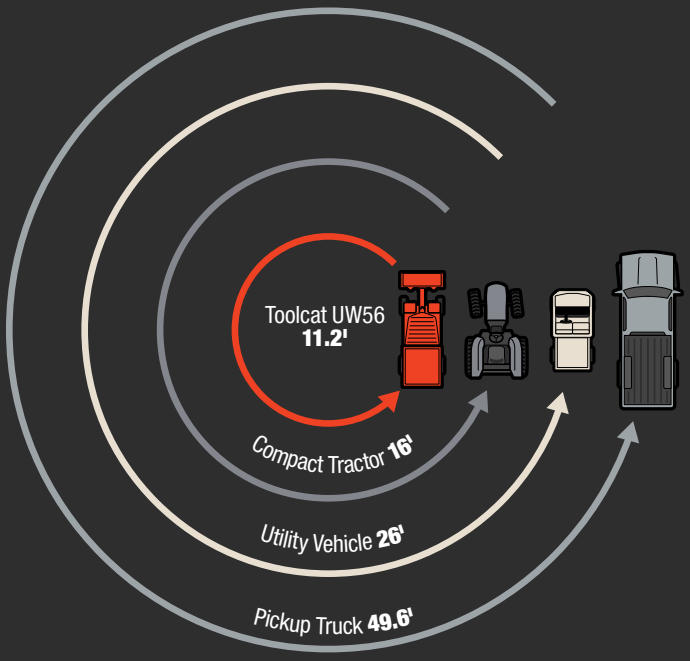
Front-wheel steer vehicles have a large turning radius that limits maneuverability in tight areas. They have to back up – often several times – to change direction or make the turn. Plus, the rear wheels skid through a tight turn and damage lawns or leave marks on driveways. With a Toolcat utility work machine, you can mow around trees, push snow around tight corners, maneuver through horse corrals and barn stalls, and turn in tight spaces without having to back up.

## REDUCE GROUND DISTURBANCE WITH ALL-WHEEL STEER.

Each wheel of the Toolcat utility work machine moves separately through the turning arc and rolls smoothly through the turn. That means you won't have to spend time re-installing sod or planting grass after the job is done. Different tire options offer increased ground protection with the right balance of traction. Using all-wheel steer is not recommended when operating 3-point implements on the UW53.

## SWITCH TO FRONT-WHEEL STEER WHENEVER YOU NEED IT.

You can switch from all-wheel steer to front-wheel steer and back as the job requires. Make sure all four tires are straight using the wheel alignment indicators on the 5-inch display, then simply press a button to toggle between steering modes.




Even when it fits, it's often not worth the trouble to take a machine with limited maneuverability into confined working conditions. With a turning radius of 11.2 feet, the Toolcat utility work machine can do more in tight spaces.




*Machine: UW56*
*Attachment: Pallet Fork*

Each wheel of the Toolcat utility work machine moves separately through the turning arc and rolls smoothly through the turn.



*Machine: UW56*
*Attachment: Snowblower*

# RUGGED ON THE OUTSIDE. METICULOUS ON THE INSIDE.

Even people without equipment experience are surprised to see how easy our equipment is to operate. Bobcat gives you the highest satisfaction levels in compact equipment, thanks to the careful design of our dash and comfort features. The panoramic cab offers a clear view of attachments and surroundings. Everything you need to do your work is cleanly laid out, within easy reach and most importantly, simple to use. You'll find a variety of creature comforts like a large storage tray, deep cup holders for tall beverages and a USB port to keep devices charged and ready.




*Machine: UW56*
*Attachment: Bucket*

### HYDRAULIC DUMP CARGO BOX

With the UW56's standard hydraulic dump cargo box, you can quickly unload brush and debris without even leaving the cab.

### EASY ENTRY AND EXIT

The wide, low door opening allows you to easily step in and out of the machine.

### OPTIONAL RADIO SYSTEM

Take your favorite music and radio programming to the job.

### IN-CAB 3-POINT HITCH CONTROL

A smooth, easy-to-reach lever in the cab raises and lowers the 3-point hitch on the UW53 and operates the hydraulic dump box on the UW56.

### TRAVEL SELECTION LEVER

The travel selection lever makes changing travel directions a simple task: just forward and reverse; that's it!

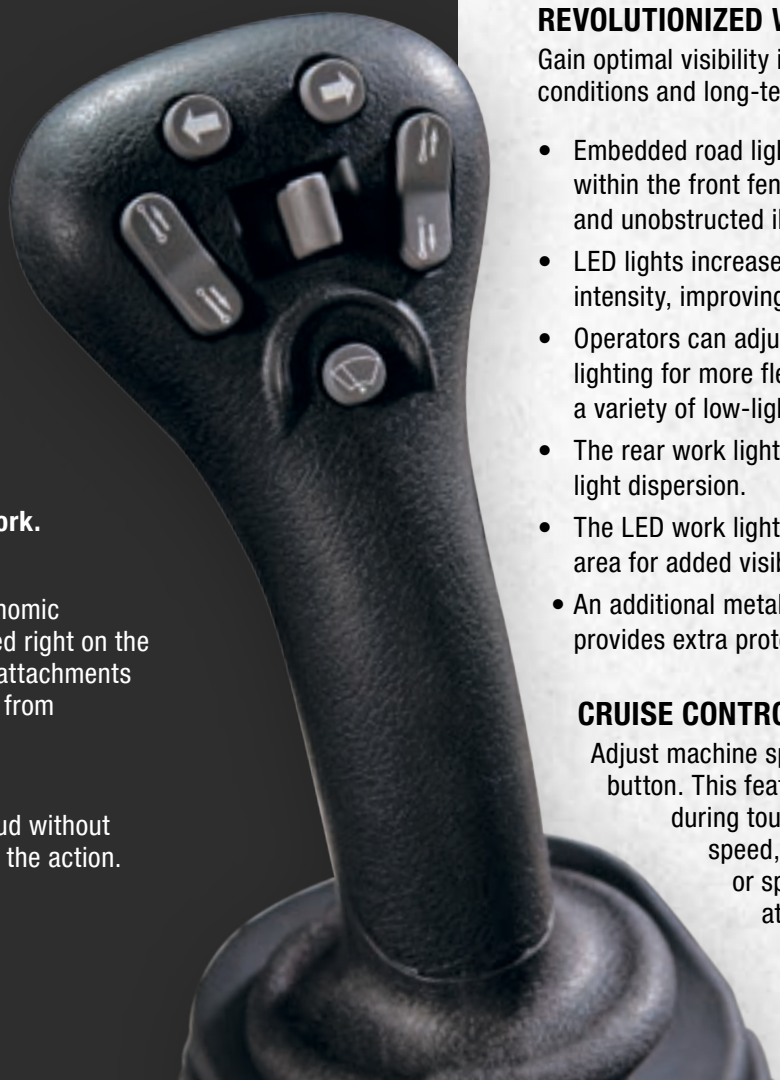
### ENCLOSED CAB WITH HEAT AND AIR CONDITIONING

The fully enclosed cab with standard heat and air conditioning keeps you comfortable during high heat or bitter cold. 360-degree adjustable vents provide maximum efficiency and defrosting capabilities. The system forces air distribution where it's needed most for a comfortable workday or night. The cab air filter provides cleaner air for extra comfort.



## REAR VIEW CAMERA

The optional rear view camera gives operators ideal visibility at the back of the machine for a variety of activities and tasks. With the UW56, you can choose your preferred mounting location: behind the cab for a better view of the cargo box and great dumping visibility, or a rear frame location for an unobstructed view behind the box that makes it easy to monitor ball hitch connections and towing.



## JOYSTICK CONTROLS

**Let your fingertips do the work.**

**Attachment Controls**
Convenient, intuitive and ergonomic attachment controls are located right on the joystick – so you can operate attachments without the need to look away from the work.

**Wiper Button**
Clear away dust, water and mud without stopping or looking away from the action.

## ERGONOMIC STEERING WHEEL

Take control of the job with a steering knob that allows you to navigate tight turns with one hand while using the joystick to control attachments.

## INTEGRATED 5-INCH DISPLAY

This easy-to-use display puts controls and information in the right place for easy access and operation.



*Machine: UW56*
*Attachment: Utility Grapple*

## REDESIGNED LIGHTING. REVOLUTIONIZED WORKING.

Gain optimal visibility in low-light working conditions and long-term durability.

- Embedded road lights are integrated within the front fenders for protection and unobstructed illumination.
- LED lights increase light dispersion and intensity, improving productivity in the dark.
- Operators can adjust the direction of the LED lighting for more flexibility to improve visibility in a variety of low-light working conditions.
- The rear work light is optimized for better light dispersion.
- The LED work light spreads light around the area for added visibility in darkness or fog.
- An additional metal bracket on the brake lights provides extra protection.

## CRUISE CONTROL

Adjust machine speed with the push of a button. This feature helps reduce fatigue during tough jobs that require a steady speed, such as spraying weeds or spreading material with attachments.

# MORE UPTIME. LESS UPKEEP.

Thousands of people use Bobcat equipment to make their living and build their reputations. The Toolcat utility work machines are engineered to meet the same standards as the rest of the Bobcat equipment lineup. Our machines are rigorously tested in a wide range of applications, including construction, agriculture, military, grounds maintenance and landscaping.

Bobcat designs the durable Toolcat machines – both the UW56 and UW53 – with maintenance points that are easy to find and reach, because when upkeep is quick and easy, maintenance is more likely to get done. That means you'll get peak performance day in and day out for years to come.







## KEYLESS START

Stop searching for missing keys and reduce the risk of theft or unauthorized use with keyless start.

## BATTERY RUNDOWN PROTECTION

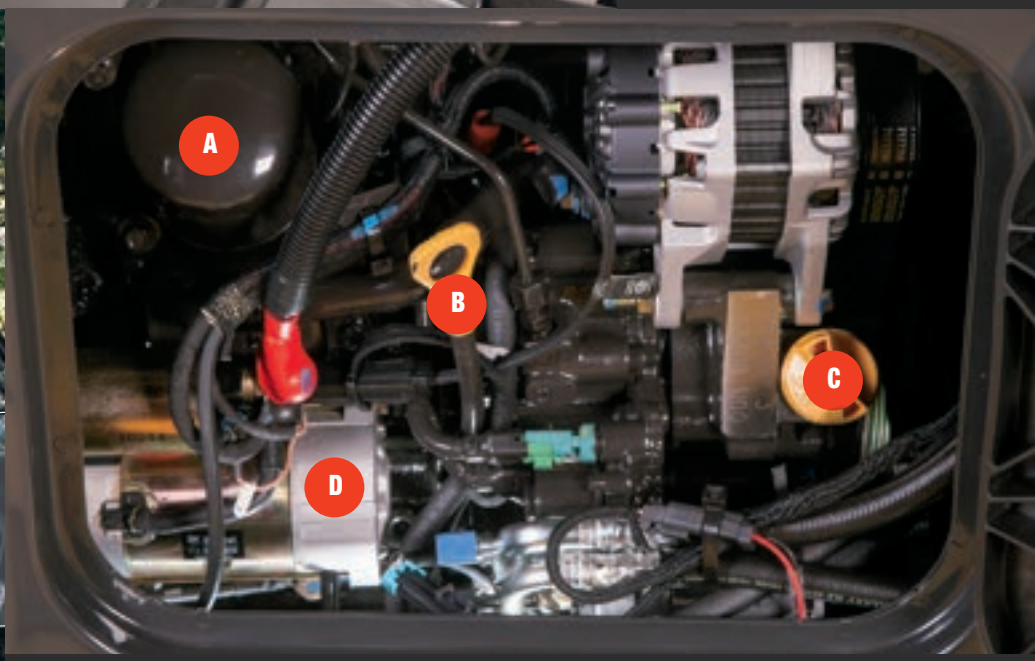
Lights automatically shut off to prevent accidental battery discharge.




## Under the cargo box:

- **A** Air cleaner
- **B** Radiator
- **C** Quick release radiator screen
- **D** Battery
- **E** Coolant reservoir
- **F** Windshield washer fluid reservoir
- **G** Hydraulic oil fill
- **H** Hydraulic oil sight gauge
- **I** Hydraulic oil filters




## Behind the side access panel:

- **A** Engine oil filter
- **B** Engine oil dipstick
- **C** Engine oil fill
- **D** Starter

### MACHINE PROTECTION

Toolcat utility work machines monitor engine and hydraulic functions. If conditions risk damage to the engine or hydraulic components, the system will alert the operator and, if necessary, de-rate engine power as well as hydraulic flow. It still allows the operator to complete the job at hand or move the machine to another area for diagnosis.

### RIGID SPINE FRAME

The innovative spine frame – the foundation of our engineering design – tackles the toughest jobs without twisting and provides excellent balance when lifting, digging, pushing heavy snow and traveling on uneven ground. Its design protects components from dirt, debris and foreign objects, as well as delivers easy access to routine maintenance items.

### TOOL-FREE FUEL FILTER ACCESS

An easy-to-remove panel gives you quick access to the fuel filter. No tools necessary.

### 750-HOUR OIL CHANGE INTERVAL

An extended engine oil change interval of 750 hours allows you to do more work before stopping for regular maintenance.

# SPECIFICATIONS




| | MODEL | UW53 | UW56 |
|---|---|---|---|
| PERFORMANCE | Rated Lift Capacity (lift arm) | 1500 lb. (680 kg) | 1500 lb. (680 kg) |
| | Cargo Box Capacity | – | 2000 lb. (907 kg) |
| | Towing Capacity | 4000 lb. (1814 kg) | 4000 lb. (1814 kg) |
| | 3-Point Hitch Capacity (24 in. behind lift points) | 1775 lb. (806 kg) | – |
| | PTO Horsepower | 25.0 hp (18.6 kW) | – |
| | Storage Bin Capacity (each) | 50 lb. (22 kg) | – |
| | Machine Rated Capacity (combined weight of load on lift arm, cargo box load, operator and passenger) | 2200 lb. (998 kg) | 2200 lb. (998 kg) |
| | Total Rated Capacity (combined weight of load on lift arm, cargo box load, operator and passenger, and tow weight if equipped with a hitch) | 4200 lb. (1905 kg) | 4200 lb. (1905 kg) |
| | **Travel Speeds** | | |
| | Low Range | 8.0 mph (12.9 km/hr.) | 8.0 mph (12.9 km/hr.) |
| | High Range | 16.5 mph (26.5 km/hr.) | 16.5 mph (26.5 km/hr.) |
| | Reverse | 8.0 mph (12.9 km/hr.) | 8.0 mph (12.9 km/hr.) |
| | **Travel Speeds With Optional 29 x 10.5-15 Tires** | | |
| | Low Range | 8.5 mph (13.7 km/hr.) | 8.5 mph (13.7 km/hr.) |
| | High Range | 17.5 mph (28.1 km/hr.) | 17.5 mph (28.1 km/hr.) |
| | Reverse | 8.5 mph (13.7 km/hr.) | 8.5 mph (13.7 km/hr.) |
| DIMENSIONS | Cab Height | 81.0 in. (2057 mm) | 81.0 in. (2057 mm) |
| | Cab Height With Optional 29 x 10.5-15 Tires | 82.0 in. (2083 mm) | 82.0 in. (2083 mm) |
| | Overall Length With Standard Bucket | 181.0 in. (4597 kg) | 172.1 in. (4372 mm) |
| | Overall Width With Track Tires | 60.0 in. (1524 mm) | 60.0 in. (1524 mm) |
| | Ground Clearance | 8.0 in. (203 mm) | 8.0 in. (203 mm) |
| | Ground Clearance With Optional 29 x 10.5-15 Tires | 9.0 in. (229 mm) | 9.0 in. (229 mm) |
| | Operating Weight | 5710 lb. (2590 kg) | 5680 lb. (2576 kg) |
| | Outside Turning Diameter (AWS) | 134.6 in. (3419 mm) | 134.6 in. (3419 mm) |
| | Lift Height | 83.3 in. (2116 mm) | 83.3 in. (2116 mm) |
| | Lift Height With Optional 29 x 10.5-15 Tires | 84.3 in. (2141 mm) | 84.3 in. (2141 mm) |
| ENGINE | Horsepower | 61.0 hp (45.5 kW) | 61.0 hp (45.5 kW) |
| | Engine Type | Diesel | Diesel |
| | Fuel Tank Capacity | 20.0 gal. (76.0 L) | 20.0 gal. (76.0 L) |
| | Machine Protection Feature | Std | Std |
| | Battery Rundown Protection | Std | Std |
| | Horsepower Management | Std | Std |




| | MODEL | UW53 | UW56 |
|---|---|---|---|
| MACHINE FEATURES | **Comfort Features** | | |
| | Cab With Heat and Air Conditioning | Std | Std |
| | Cruise Control | Std | Std |
| | Radio | Std | Opt |
| | Driver's Side Suspension Seat | Opt | Opt |
| | Floorboard Riser Kit | Opt | Opt |
| | Intermittent Windshield Wipers | Std | Std |
| | Step Kit | Opt | Opt |
| | LED Front Work Lights | Std | Std |
| | LED Rear Work Lights | Std | Opt |
| | Road Light Kit | Std | Opt |
| | Turn Signals/Flashers | Std | Opt |
| | **Performance Features** | | |
| | Four-Wheel Drive | Std | Std |
| | Four-Wheel Independent Suspension | Std | Std |
| | Limited Slip Differentials | Std | Std |
| | Traction Control | Std | Opt |
| | 2-Speed Transmission | Std | Std |
| | Hydraulic Dump Cargo Box | – | Std |
| | Rear Window Guard | – | Opt |
| | 2 in. Rear Receiver Hitch | Std | Std |
| | PTO | Std | – |
| | 3-Point Hitch | Std | – |
| | Rear Remote Hydraulics | Std | – |
| | **Machine Safety Features** | | |
| | ROPS/FOPS Approved Cab Structure | Std | Std |
| | Toolcat Interlock Control System (TICS™) | Std | Std |
| | Back-Up Alarm and Horn | Std | Opt |
| | Keyless Start System | Std | Std |
| FEATURES FOR ATTACHMENTS | Auxiliary Hydraulics | Std | Std |
| | Hydraulic Standard Flow | 18.8 gpm (71.0 L/min.) | 18.8 gpm (71.0 L/min.) |
| | Hydraulic High Flow | Std. 27.9 gpm (105.0 L/min.) | Opt. 27.9 gpm (105.0 L/min.) |
| | Hydraulic Pressure | 3000 psi (207 bar) | 3000 psi (207 bar) |
| | Power Bob-Tach Mounting System | Std | Opt |
| | Pressure Release Hydraulic Quick Couplers | Std | Std |
| | Fingertip Auxiliary Control | Std | Std |
| | Attachment Control Kit | Std | Opt |
| | Lift Arm Float Functionality | Std | Std |
| | Dual-Direction Detent | Std | Std |
| | Speed Management | Std | Std |
| | Drive Response | Std | Std |




*Machine: UW56*
*Attachment: Bucket*

**Toolcat utility work machines offer over 6½ feet of lift height for loading or placing materials.**

**The Toolcat UW53 3-point hitch can utilize Bobcat implements – plus all of your Category 1 3-point hitch implements from other manufacturers.**




*Machine: UW53*
*Attachment: Bucket*
*Implement: Box Blade*



*Machine: UW56*
*Attachment: Bale Fork*

**Compact and agile, the Toolcat utility work machines achieve a tighter turning radius than most ATVs. All-wheel steer allows you to maneuver in tight spaces without having to reposition. Turn around trees and through tight corners, and get in and out of small barns and buildings.**


UW56
MULTIDIRECTION
SWEEPING



*Machine: UW56*
*Attachment: Angle Broom*




Certain specification(s) are based on engineering calculations and are not actual measurements. Specification(s) are provided for comparison purposes only and are subject to change without notice. Specification(s) for your individual Bobcat equipment will vary based on normal variations in design, manufacturing, operating conditions, and other factors.

Bobcat

**Bobcat Company is a member of the Doosan Group.** Doosan is a global leader in construction, grounds maintenance and material handling equipment, power and water solutions, and engineering that has proudly served customers and communities for more than a century.
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**BOBCAT COMPANY • 250 EAST BEATON DRIVE • WEST FARGO, ND 58078 • BOBCAT.COM**

DOOSAN

**B-1829** (02/26)
EP-3M-0226-24389-F

Product Quotation
Quotation Number: **AU2076444**
Quote Sent Date: **Oct 14, 2026**
Expiration Date: **Nov 13, 2026**

Your Bobcat Contact
**Alex Urlaub**
Phone: +17012416372
Email: alex.urlaub@doosan.com

Your Customer Contact

---

Deliver to
**Becker County Natural Resources**
1771 N TOWER RD
DETROIT LAKES, MN, 56501-6974

Bobcat Dealer
Beau Nyhof
**Bobcat of Detroit Lakes, Detroit Lakes, MN**
1220 RANDOLPH ROAD
DETROIT LAKES, MN, 56501

Bill to
**Becker County Natural Resources**
1771 N TOWER RD
DETROIT LAKES, MN, 56501-6974

| Item Name | Item Number | Quantity | Price Each | Total |
|---|---|---|---|---|
| **Bobcat UW56** | M1225 | 1 | 59,113.60 | 59,113.60 |
| ***Serial number:*** *B4RC20282* | | | | |
| **Standard Equipment:**<br>Adjustable Vinyl Seats<br>All-Wheel Steer<br>Automatically Activated Glow Plugs<br>Auxiliary Hydraulics<br>Variable Flow with dual direction detent<br>Beverage Holders<br>Bob-Tach<br>Boom Float<br>Cargo Box Support<br>Cruise Control<br>Speed Management<br>Enclosed Cab with HVAC<br>Dual Port USB charger<br>Lower Engine Guard<br>Limited Slip Transaxle<br>Engine and Hydraulic Monitor with Shutdown<br>Front LED Work Lights<br>Full-time Four-Wheel Drive | | Horsepower Management<br>Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471<br>Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I<br>Dome Light<br>Hydraulic Dump Box<br>Instrumentation: Standard 5" Display with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts.<br>Joystick, Manually Controlled with Lift Arm Float<br>Lift Arm Support<br>Parking Brake, automatic<br>Power Steering with Tilt Steering Wheel<br>Radiator Screen<br>Rear Receiver Hitch<br>Seat Belts, Shoulder Harness<br>Spark Arrestor Muffler<br>Suspension, 4-wheel independent<br>Tires: 27 x 10.5-15 (8 ply), Lug Tread<br>Toolcat Interlock Control System (TICS)<br>Two-Speed Transmission<br>Machine Warranty: 12 Months, unlimited hours<br>Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty | | |
| **29 X 12.5 Turf Tires** | M1225-R05-C05 | 1 | 788.90 | 788.90 |
| **Attachment Control** | M1225-R08-C02 | 1 | 206.50 | 206.50 |
| **Deluxe Road Package** | M1225-P01-C01 | 1 | 2,384.90 | 2,384.90 |

| | | | | |
|---|---|---|---|---|
| Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights | | | | |
| **Engine Block Heater** | M1225-A01-C02 | 1 | 117.60 | 117.60 |
| **Heavy Duty Battery** | M1225-R07-C02 | 1 | 84.70 | 84.70 |
| **High Flow Package** | M1225-R03-C02 | 1 | 1,592.50 | 1,592.50 |
| **Interior Trim** | M1225-A01-C04 | 1 | 165.90 | 165.90 |
| **Power Bob-Tach** | M1225-R14-C03 | 1 | 928.20 | 928.20 |
| **Radio and Bluetooth Option** | M1225-R15-C02 | 1 | 435.40 | 435.40 |
| **Rear View Camera** | M1225-R20-C01 | 1 | 289.10 | 289.10 |
| **Traction Control** | M1225-R16-C02 | 1 | 511.00 | 511.00 |
| **68" Heavy Duty Bucket** | 7272679 | 1 | 1,431.84 | 1,431.84 |
| **Bolt-On Cutting Edge, 68"** | 6718006 | 1 | 304.15 | 304.15 |
| **62" Rock Bucket Grapple** | 46933682 | 1 | 3,999.88 | 3,999.88 |
| **Protection - Rear Window Guard Kit** | 7150926 | 1 | 998.46 | 998.46 |
| | Total for Bobcat UW56 | | | 73,352.63 |

| | |
|---|---|
| Quote Subtotal | 73,352.63 |
| Dealer PDI | 350.00 |
| Freight Charges | 1,550.00 |
| Destination Charges | 353.00 |
| Dealer Assembly Charges | 225.00 |
| *SPRAY ON BED LINER APPLIED* | 1,150.00 |
| *NUTS & BOLTS BOLT ON CUTTING EDGE* | 55.68 |
| **Quote Total - USD** | **77,036.31** |

**Comment:**
ORDERING & INVOICING INSTRUCTIONS

*Prices per Sourcewell Contract #020223-CEC.

Please ensure the Purchase Order (PO) references this contract number and your Sourcewell Member Number: _____

1. Select Your Ordering Pathway

As allowed by contract terms, you may issue your order to either the Contract Holder (OEM) or an Authorized Dealer. Please check the applicable box below to indicate who will invoice this order:

[ ] Option A: Bobcat (OEM)

Issue PO To: Doosan Bobcat North America, Inc. dba Bobcat Company
(Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078)
Tax ID: 38-0425350
Payment Terms: Net 60 days. Credit cards accepted.
Remittance Address: Doosan Bobcat North America, Inc., P.O. Box 74007382, Chicago, IL 60674-7382

[ ] Option B: Authorized Bobcat Dealer

Issue PO To: _____ (Insert Dealer Name)
Terms & Remittance: Please coordinate directly with your dealer for their specific remittance address and payment terms.

2. Submission Requirements

A copy of all orders must be emailed to Heather.Messmer@Doosan.com. To avoid processing delays, your order packet must include:

Tax Status: If tax-exempt, you must attach a valid Tax Exempt Certificate.
Billing Details: Explicit Bill-To address, plus an Accounts Payable contact name and email address.

**Customer Acceptance:**
Quotation Number: **AU2076444** Purchase Order: _____
**Authorized Signature:**

Print: _____ Sign: _____

Date: _____ Email: _____

**Addresses**
Delivery Address_____

Billing Address (if different from ship to): _____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____

Bobcat

Product Quotation
Quotation Number: **AU2058417**
Quote Sent Date: **Oct 08, 2026**
Expiration Date: **Nov 07, 2026**

Your Bobcat Contact
**Alex Urlaub**
Phone: +17012416372
Email: alex.urlaub@doosan.com

Your Customer Contact

Deliver to
**Becker County Natural Resources**
1771 N TOWER RD
DETROIT LAKES, MN, 56501-6974

Bobcat Dealer
**Bobcat of Fargo, a Division of Swanston Equipment, Fargo, ND**
3450 WEST MAIN AVENUE
FARGO, ND, 58103-1229

Bill to
**Becker County Natural Resources**
1771 N TOWER RD
DETROIT LAKES, MN, 56501-6974

| Item Name | Item Number | Quantity | Price Each | Total |
|---|---|---|---|---|
| **Bobcat UW56** | M1225 | 1 | 59,113.60 | 59,113.60 |
| ***Serial number:*** *B4RC20572* | | | | |
| **Standard Equipment:**<br>Adjustable Vinyl Seats<br>All-Wheel Steer<br>Automatically Activated Glow Plugs<br>Auxiliary Hydraulics<br>Variable Flow with dual direction detent<br>Beverage Holders<br>Bob-Tach<br>Boom Float<br>Cargo Box Support<br>Cruise Control<br>Speed Management<br>Enclosed Cab with HVAC<br>Dual Port USB charger<br>Lower Engine Guard<br>Limited Slip Transaxle<br>Engine and Hydraulic Monitor with Shutdown<br>Front LED Work Lights<br>Full-time Four-Wheel Drive | | | | |
| Horsepower Management<br>Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471<br>Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I<br>Dome Light<br>Hydraulic Dump Box<br>Instrumentation: Standard 5" Display with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts.<br>Joystick, Manually Controlled with Lift Arm Float<br>Lift Arm Support<br>Parking Brake, automatic<br>Power Steering with Tilt Steering Wheel<br>Radiator Screen<br>Rear Receiver Hitch<br>Seat Belts, Shoulder Harness<br>Spark Arrestor Muffler<br>Suspension, 4-wheel independent<br>Tires: 27 x 10.5-15 (8 ply), Lug Tread<br>Toolcat Interlock Control System (TICS)<br>Two-Speed Transmission<br>Machine Warranty: 12 Months, unlimited hours<br>Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty | | | | |
| **29 X 12.5 Turf Tires** | M1225-R05-C05 | 1 | 788.90 | 788.90 |
| **Attachment Control** | M1225-R08-C02 | 1 | 206.50 | 206.50 |
| **Deluxe Road Package** | M1225-P01-C01 | 1 | 2,384.90 | 2,384.90 |
| Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights | | | | |

| | | | | |
|---|---|---|---|---|
| **Engine Block Heater** | M1225-A01-C02 | 1 | 117.60 | 117.60 |
| **Heavy Duty Battery** | M1225-R07-C02 | 1 | 84.70 | 84.70 |
| **High Flow Package** | M1225-R03-C02 | 1 | 1,592.50 | 1,592.50 |
| **Interior Trim** | M1225-A01-C04 | 1 | 165.90 | 165.90 |
| **Power Bob-Tach** | M1225-R14-C03 | 1 | 928.20 | 928.20 |
| **Radio Option** | M1225-R15-C02 | 1 | 435.40 | 435.40 |
| **Rear View Camera** | M1225-R20-C01 | 1 | 289.10 | 289.10 |
| **Traction Control** | M1225-R16-C02 | 1 | 511.00 | 511.00 |
| **68" Heavy Duty Bucket** | 7272679 | 1 | 1,431.84 | 1,431.84 |
| **Bolt-On Cutting Edge, 68"** | 6718006 | 1 | 304.15 | 304.15 |
| **62" Rock Bucket Grapple** | 46933682 | 1 | 3,999.88 | 3,999.88 |
| **Electrical & Lighting - Block Heater Kit** | 7328972 | 1 | 90.66 | 90.66 |
| **Protection - Rear Window Guard Kit** | 7150926 | 1 | 998.46 | 998.46 |
| | Total for Bobcat UW56 | | | 73,443.29 |

| | |
|---|---|
| Quote Subtotal | 73,443.29 |
| Dealer PDI | 1150.00 |
| Freight Charges | 1,550.00 |
| Destination Charges | 353.00 |
| Dealer Assembly Charges | 206.25 |
| *LINE X CAB FLOORS BOX AND SIDE PANELS* | 900.00 |
| **Quote Total - USD** | **77602.54** |

**Comment:**
ORDERING & INVOICING INSTRUCTIONS

*Prices per Sourcewell Contract #020223-CEC.

Please ensure the Purchase Order (PO) references this contract number and your Sourcewell Member Number: _____

1. Select Your Ordering Pathway

As allowed by contract terms, you may issue your order to either the Contract Holder (OEM) or an Authorized Dealer. Please check the applicable box below to indicate who will invoice this order:

[ ] Option A: Bobcat (OEM)

Issue PO To: Doosan Bobcat North America, Inc. dba Bobcat Company
(Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078)
Tax ID: 38-0425350
Payment Terms: Net 60 days. Credit cards accepted.
Remittance Address: Doosan Bobcat North America, Inc., P.O. Box 74007382, Chicago, IL 60674-7382

[ ] Option B: Authorized Bobcat Dealer

Issue PO To: _____ (Insert Dealer Name)
Terms & Remittance: Please coordinate directly with your dealer for their specific remittance address and payment terms.

2. Submission Requirements

A copy of all orders must be emailed to Heather.Messmer@Doosan.com. To avoid processing delays, your order packet must include:

Tax Status: If tax-exempt, you must attach a valid Tax Exempt Certificate.
Billing Details: Explicit Bill-To address, plus an Accounts Payable contact name and email address.

**Customer Acceptance:**
Quotation Number: **AU2058417** Purchase Order: _____
**Authorized Signature:**

Print: _____ Sign: _____

Date: _____ Email: _____

**Addresses**
Delivery Address_____

Billing Address (if different from ship to): _____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____

# BECKER COUNTY
# Land Use Department

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

MEMORANDUM FOR DISCUSSION/ACTION

Date: October 20, 2026

SUBJECT: Matt Smith Private Easement Application Consideration

THROUGH: Natural Resources Management Committee

TO: Becker County Board of Commissioners

1. Background Discussion:

The Becker County Board has the authority to approve or deny private road easements over unsold Becker County Tax Forfeited Lands to an individual or private entity requesting access to their private property. All easement requests must first be brought to the township for approval or denial. If the township approves, they are obligated to sponsor the road easement. If denied by the township the applicant must come to the County Board for approval or denial. Below are the Minnesota Statutes the County Board and County Auditor are bound to follow.

Minnesota Statute 2025:

282.04 TIMBER SALES; LAND USE, LEASE, PARTITION, EASEMENT.

*Subd. 4a. Private easements. (a) A county board may convey a road easement across unsold tax-forfeited land to an individual or a private entity requesting an easement for access to private property owned by the individual or private entity if:*
*(1) there are no reasonable alternatives to obtain access to the individual's or private entity's property; and*

*(2) exercising the easement will not cause significant adverse environmental or natural resource management impacts.*

*(b) The county auditor shall require an individual or a private entity applying for an easement under paragraph (a) to pay the appraised value of the easement. The conveyance must provide that the easement reverts to the state in trust for the taxing district in the event of nonuse.*

2. Matt Smith Private Easement Application Summary:

Smith's easement application was denied by Forest Township on May 12, 2026. The county board now must decide whether they wish to approve or deny a private non-exclusive road easement to parcel # R21.034.0300 located in Clearwater County (on the county line). Smith's easement request is across Becker County Tax Forfeited Parcels 127018000 and 127025000, approximately 1,095 feet total across Tax Forfeited land.

2a. MNDNR Forestry response to easement application:

Waiting to see if the local governments approve or deny the application before taking any course of action. MNDNR response to NRM Supervisor was they would likely offer a temporary maintenance agreement and/or a lease to the applicant pending the outcome of the local government's response to the application.

NRM Committee Recommendation:

NRM committee recommended potentially offering the applicant a license to cross for a termed length or consider denying application.

3. The point of contact for this memorandum is Mitch Lundeen or Steve Skoog

Distribution: Board of Commissioners, County Administrator


BURNSIDE MARK
Lovelace Lake Rd
276
STATE TAX LAND
Unnamed (Old Grade)
Clearwater County
North Country Trl
Unnamed (Old Grade)
Gardner Lake
North Country Trl
LEE MATTHEW R
Applicants Parcel
GARDNER LAKE WILDLIFE MGMT AREA
COUNTY MEMORIAL FOREST
Clearwater County
COUNTY MEMORIAL FOREST
CLEARWATER COUNTY
BECKER COUNTY
WHITE EARTH RESERVATION
276
BC TF
DNR
Unnamed
Unnamed (Becker( #113))
500 Avenue
Bad Medicine Lake Road
BC TF
684
298
Unnamed
298
State Highway 113
684
276

**COUNTY OF BECKER**
**APPLICATION FOR EASEMENT ACROSS TAX-FORFEITED LAND**

| | | |
|---|---|---|
| Name of Applicant (**Print or Type**) Matthew D. Smith | | |
| Address (Mailing) 33306 170th St. | | |
| City Frazee | State MN | Phone No. 701-212-5883 |
| Contact Person Matthew Smith | | Phone No. 701-212-5883 |

The applicant herein applies pursuant to Minnesota Statute 282.04 Subd. 4a and other applicable statutes for a Private Easement to Cross Tax-Forfeited Land as described below, in accordance with all maps, plans, specifications and other supporting data submitted with this application and made a part thereof.

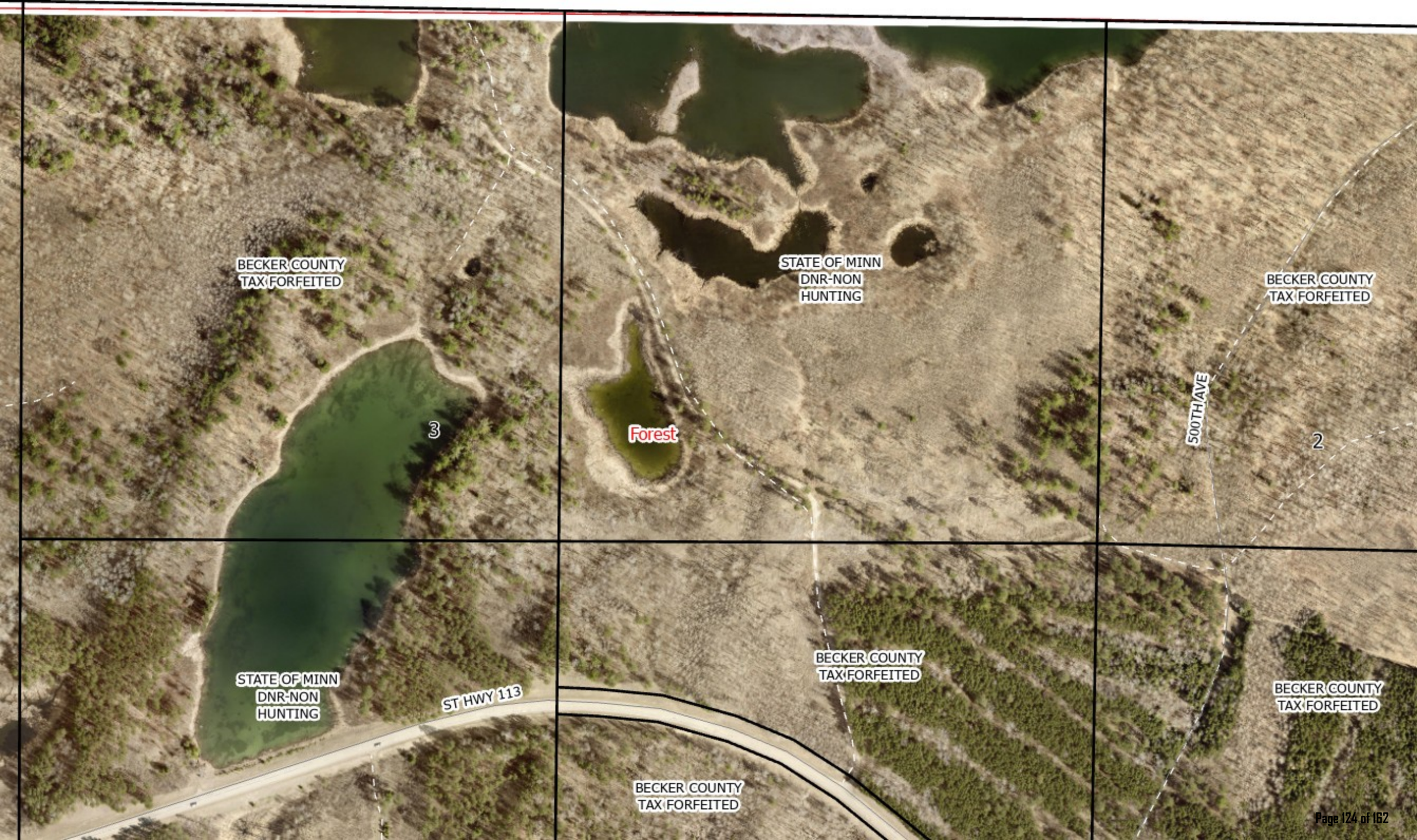
Section 1. *Legal Description of Easement:* (attach survey, if required)
Section 3 of Forest township SE of the NE, from St. Hwy 113 621' to the south end of DNR minimum maintenance Road # 1377, then from north end of DNR Road # 1377, 535' in NE of Lot 2 to property line.

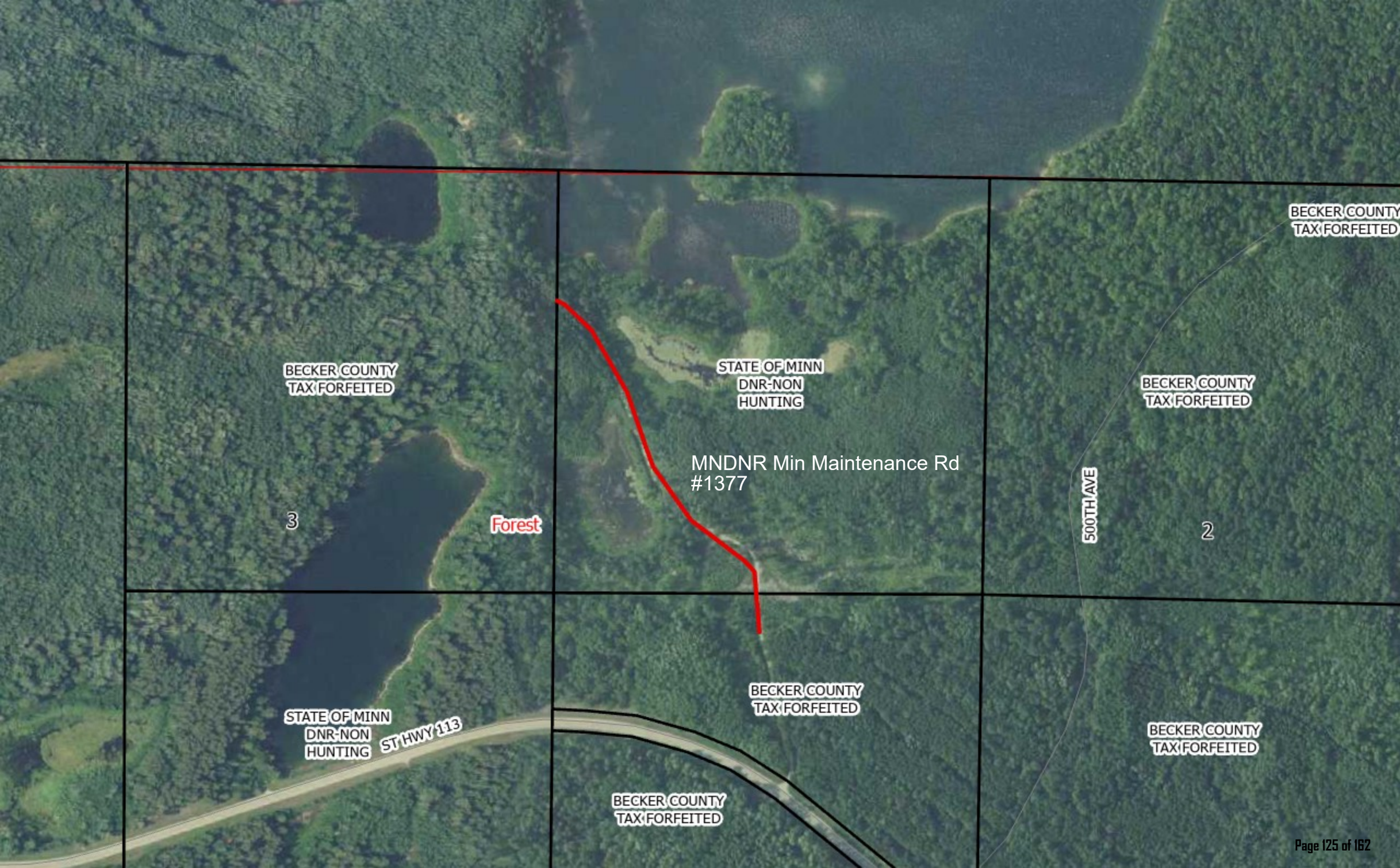
Section 2 *Legal Description of Property Benefiting From Easement:* (Attach copy of deed)
Property ID: 21.034.0300, 21404 Gardner Lake Road, Bagley MN 56621, Section 34 township 143 Range 037 Lot 2

Section 3. *Additional Easement Requirements:* (Are additional easements required to access property? ☐ Yes ☐ No) If yes, attach copies of signed easement agreements.
not sure if existing DNR easement is sufficient

Section 4. *Application Fee:*
☒ $346.00 Attached.
If easement is denied or canceled prior to field review and appraisal, application fee will be fully refunded.

***The Easement Application Fee covers the cost of the land appraisal and the recording fee. The cost of the actual easement will be in addition to the application fee.***


BECKER COUNTY
TAX FORFEITED
3
STATE OF MINN
DNR-NON
HUNTING
Forest
BECKER COUNTY
TAX FORFEITED
500TH AVE
2
STATE OF MINN
DNR-NON
HUNTING
ST HWY 113
BECKER COUNTY
TAX FORFEITED
BECKER COUNTY
TAX FORFEITED
BECKER COUNTY
TAX FORFEITED


BECKER COUNTY
TAX FORFEITED
STATE OF MINN
DNR-NON
HUNTING
MNDNR Min Maintenance Rd
#1377
BECKER COUNTY
TAX FORFEITED
BECKER COUNTY
TAX FORFEITED
500TH AVE
3
Forest
2
STATE OF MINN
DNR-NON
HUNTING
ST HWY 113
BECKER COUNTY
TAX FORFEITED
BECKER COUNTY
TAX FORFEITED
BECKER COUNTY
TAX FORFEITED

# FOREST TOWNSHIP MEETING MINUTES

Date and Time of Meeting: May 12**, 2026 6:30 p.m.**

Present: Tim Holzkamm, Barb Christiansen, Lynn Lindow, Donna Walliczek
Absent: Karen Hefner
Visitors: Matt Smith, Mark Veronen

| Agenda Item | Discussion Points/Notes | Actions/Follow-up Needed |
|---|---|---|
| Pledge of Allegiance Visitor Sign in | | |
| Consent agenda:<br>• April 14, 2026, Minutes<br>• Treasurers Report<br>• Approval of Claims | • Review minutes.<br>• Submit reports.<br>• Submit claims. | Motion to approve consent agenda – Barb, second by Lynn. Motion carried |
| • Public Comment | | |
| • Clerk's Report | • Auditor-Treasurer information received with election items required<br>• Candidate filing begins May 19 – June 2. Must post your notice of filing by June 30 and post notice of candidate filing by July 2<br>• Barb Christiansen term final 12/31/26<br>• Karen Hefner marked as appointed<br>• Election Judge current certification is valid through 6/30/26. Current members are Lisa Jackson, John LaFond, Monette Lundquist and Carol Peterson<br>• Election Judge training on websites will be available for sign up<br>• Becker County has elected to vote by mail ballot. A Post Notice of Mail Ballot must be submitted by 6/2/26<br>• Township Taxes Voted needs signatures and submission along with Township Officers and Mail Ballot documents | Need to post open positions by May 19th<br><br>Need to follow up on members needed for the 7/1/26-6/30/28 time-period<br><br>Karen to submit to Becker County |

| | | |
|---|---|---|
| Board Member Reports<br><br>• Town Hall<br><br>• Trash/Recycle<br><br>• Roads<br><br>• Planning Commission<br><br>• Weed Report<br><br>• Website | • Spring 2026 Amnesty Day is scheduled for May 23 from 8-5 or until the dumpsters are full<br><br>• The board will report on their road tour<br>• Spring 2026 Road Clean-Up is scheduled for Saturday, May16th. Plan to meet at Red Top Road at 9:00 a.m. for your road assignment.<br><br>• Borgen permit | Tim will check on the hole by the building and fill it in.<br><br>Tim has ordered 4 dumpsters and he will contact Bill J. to work on Saturday<br><br>Permit for a 40'x68' building, permit approved and fee paid<br><br>No issues with weeds or website at this time. |
| | | |
| Old Business | • Matthew Smith requested time to speak with the board about an easement request<br>• Road tour date – Done today<br>• Becker County dust control program request is due by 5/20/26 - Dust control not being done this year. See Road Tour Minutes for more information. | Matt S. requested road easement from the township for his property. He offered to complete the road first then bring it to the town board and designate it as a minimum maintenance road. The board explained that that would require maintenance costs from our township and Matt's property is in a different county and township. The town board recommended that Matt go through Becker County for his easement request. This was recently done with another property in Forest Township and it was approved by the county. Lynn motioned to decline the road easement request for W. Gardner Lake Road, Tim second. Motion approved.<br>Dust control was discussed at the Road Tour mtg and it was decided to not apply dust control this year. More information is on the Road |

| | | |
|---|---|---|
| | | Tour minutes and they will be posted on the website. |
| New Business | Lynn shared information to what was discussed at the Planning mtg last week. Some changes were made to the posting and Lynn will contact the webmaster, Mark T., to decide where to post the meetings and the minutes on the township website. She will contact Mark with the minutes from the meetings regarding wake boats. The Planning Committee has requested funds from the township for printing and mailing of the survey that will be sent out. Tim motioned to approve up toe $400 to complete and mail the initial survey, Lynn second, motion approved. | |
| Adjourn | | Lynn moved to adjourn, Tim second, motion carried |

_____

Tim Holzkamm Date

_____

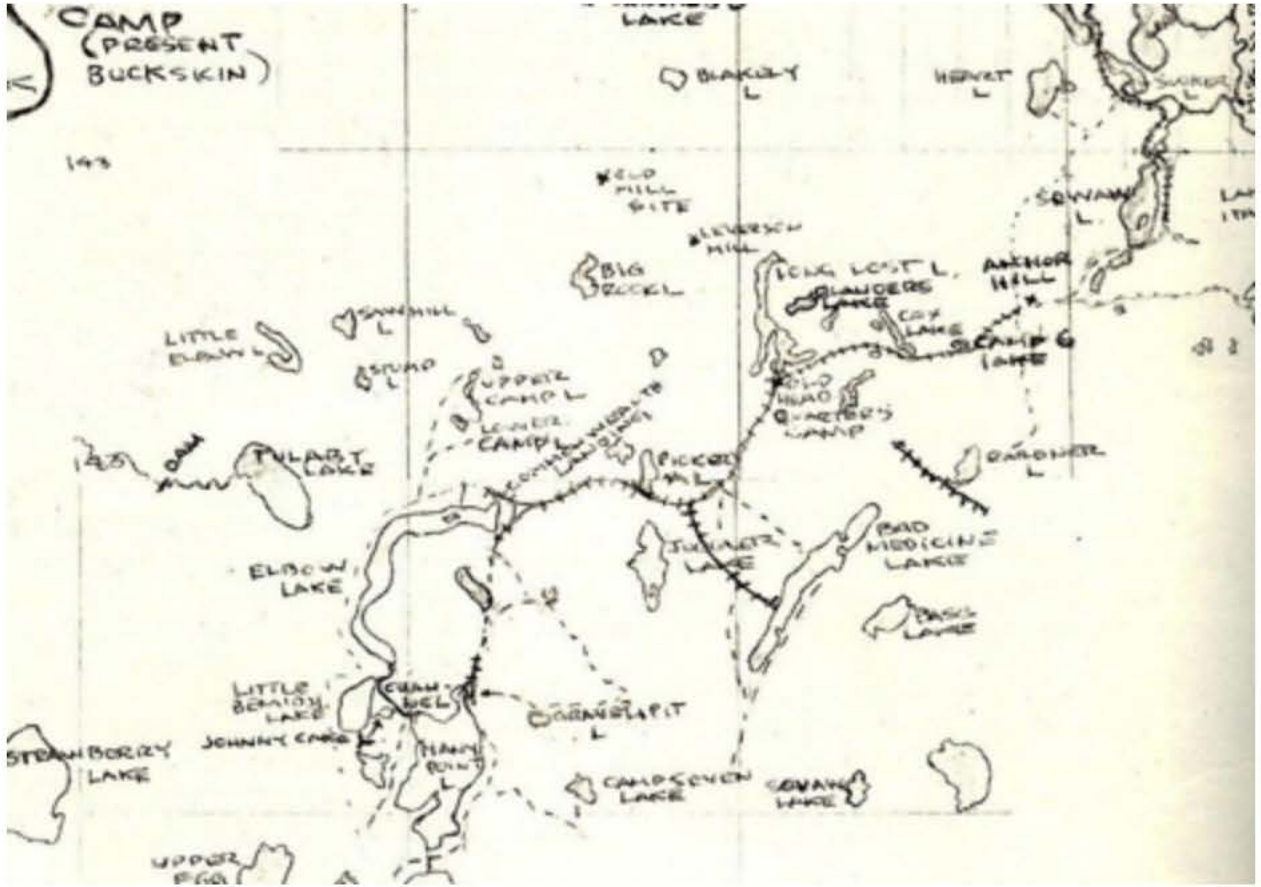
Barb Christiansen Date

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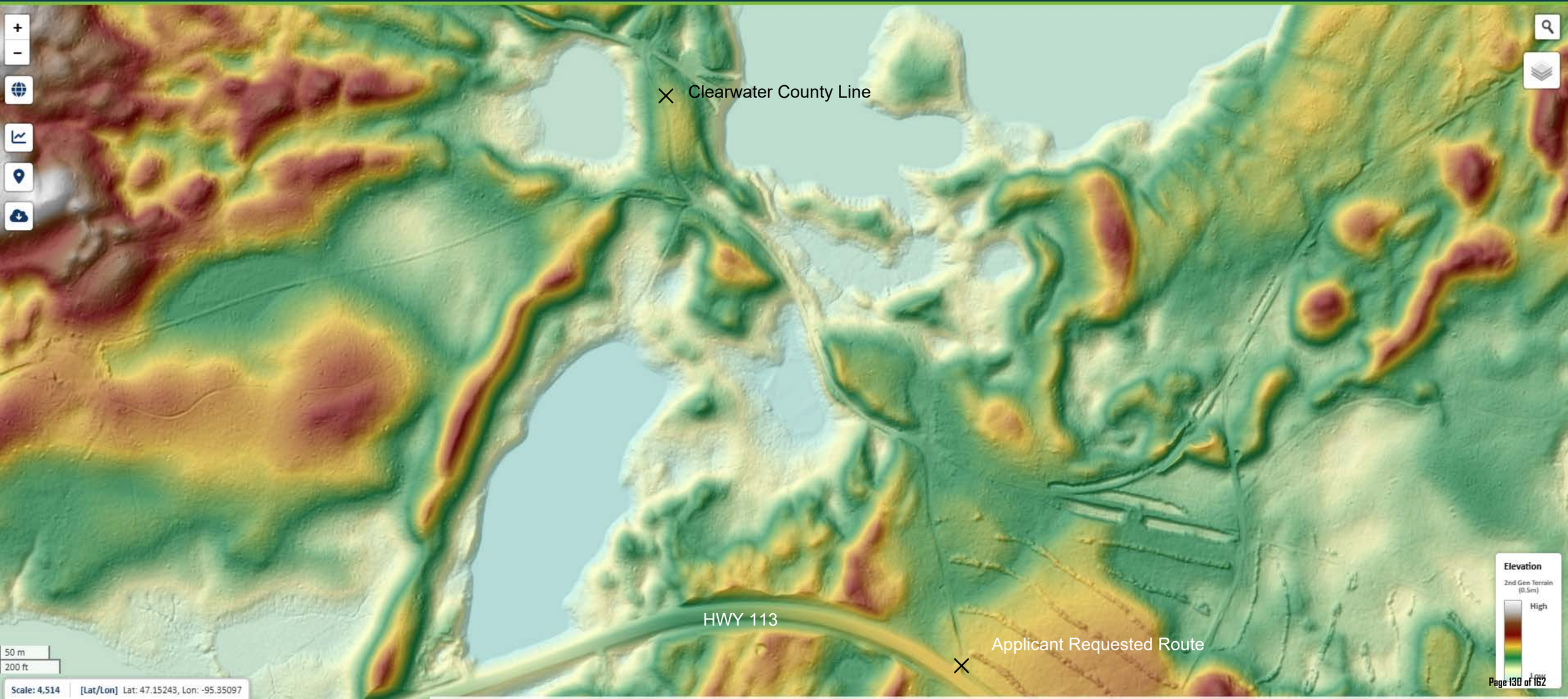
Lynn Lindow Date

_____

Karen Hefner /Clerk Date




Map of the area around the Nichols Chisholm Headquarters Camp and Railroad


Clearwater County Line
HWY 113
Applicant Requested Route
Elevation
2nd Gen Terrain (0.5m)
High
Low
50 m
200 ft
Scale: 4,514
[Lat/Lon] Lat: 47.15243, Lon: -95.35097




# BECKER COUNTY COURTHOUSE – SITE REVIEW FINDINGS / PDA

**Date:** August 24, 2026
**Name:** Becker County Courthouse – Site Review Findings & PDA
**Document Type:** Facility Study/ Project Development Agreement (PDA)

## Becker County Courthouse

**Owner:** Becker County
**Address:** 915 Lake Avenue
Detroit Lakes, MN 56501
**Phone:** (218) 864-5217
**Website:** https://www.beckercountymn.gov

**Owner Contact:** Brent Bristlin
**Title:** Facilities Director
**Phone:** (218) 850-8847
**Email:** Brent.bristlin@co.becker.mn.us

## Johnson Controls Inc

**Name:** Johnson Controls Inc.
**Address:** HVAC Branch Office
2320 12th Street North
Fargo, ND 58102
**Phone:** (701) 293-1140
**Website:** www.johnsoncontrols.com

**Contact:** Nick Thomes
**Title:** Account Rep – Owner Direct
**Phone:** (763) 923-9170
**Email:** nicholas.john.thomes@jci.com

# EXECUTIVE SUMMARY

Johnson Controls (JCI) service mechanic Brian Torgerson was contacted by the facilities staff at Becker County for a budgetary price on replacing multi-zone Air Handling Units at the county's "Old Jail". Coincidently, JCI was planning to make a site visit to review building pressure issues at the Courthouse. On August 3rd, 2026 JCI, along with their team of engineers and architects, made a site visit to review both these topics and provide recommendations of next steps. It was discussed to prepare turnkey budgets and recommendations on how to proceed.

Throughout this document will be a detailed breakdown of what was observed when on site, what was found when reviewing building prints. Facility Improvement Measures (FIMs) will outline various projects and their prospective turnkey budget. Detailed sections showing architectural and engineering perspectives will be given by trusted partners that JCI has executed numerous projects with over the years. Lastly, mechanical budgets will be given for the HVAC unit replacements at the Old Jail. This study is JCI's way of understanding the existing issues and where we can take things, it doesn't cost the County any money. Upon review of the budgets, if the County has interest in further studying any of these systems in a more in-depth manner, we recommend a project development agreement (PDA).

There are many more steps needed before we can propose a construction contract which is inherent with any HVAC project. If Becker County has a desire to complete some or all of the projects recommended, we propose to enter a Project Development (PDA) Phase. The PDA is the first phase of design and construction and will ensure that the scopes of work we include in our construction proposal will be all inclusive and meet the current standards for air changes, outside air, filtration, dehumidification, & temperature. Under our process JCI coordinates the design details with the Professional Engineers and approves the final plans and specifications for the Facility Improvement Measures (FIMs) that have been identified. The PDA will result in a construction contract agreement between Becker County and JCI. Once that contract is approved, we will work together to prepare a detailed set of plans and/or specificationsas required by statute to implement these FIMs.

JCI's Prime Retrofit Model outlined in the following pages is a method of cooperative contracting that allows JCI to worktogether with Becker County under a competitively solicited process. Under the Sourcewell Contract Number 080824-JHN for HVAC Systems, Installation, and Service with Related Products and Supplies we are able to provide all the equipment, controls, and services you need for the best turnkey outcomes. JCI's Prime Retrofit Team will provide a turnkey solution for the scopes of work under each of FIM. Working together with JCI, Becker County can expect a local team of mechanical experts to support their project from start to finish. We meet the state's requirement for the competitive solicitation process and can be your trusted teammate for your HVAC systems as they need to be updated.

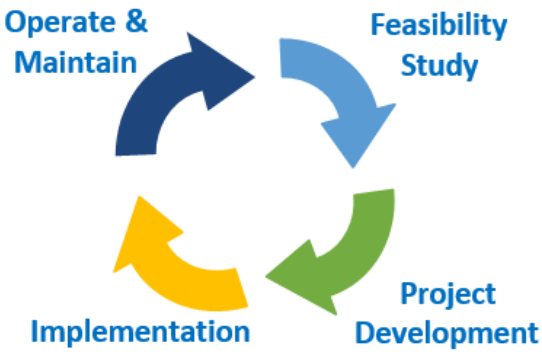
Respectfully,

Nick Thomes

# JOHNSON CONTROLS OVERVIEW

Johnson Controls is a leading business partner in North America with respect to improving the indoor environment, employing process improvements, and lowering cost of facility ownership and operation. We bring years of expertise in identifying and correcting inefficiencies that not only compromise the quality of the indoor environment, but also result in excessive facility operating costs. Johnson Controls' expertise includes disciplines from the financial, engineering, planning, service, training, and construction professions, all of which can contribute to the infrastructure and operation of your hospital.

Johnson Controls employs a partnership business process with customers, focusing not just on problems but on goalsand strategies. The value we bring is our ability to diagnose and prescribe early in the buying process, where customersneed them most. Adding true value requires involvement in the stages of the buying process where customers face thegreatest challenges – Planning, recognizing needs, searching for solutions, and evaluating options. Our involvement in these stages demands an in-depth understanding of the customer's business goals and challenges, as well as the customer's planning process.

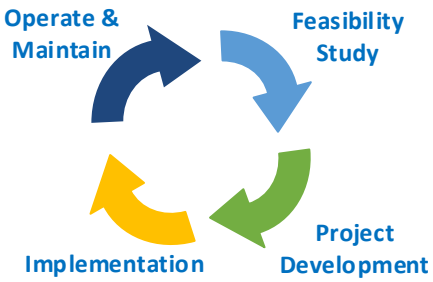



These are the phases we have developed for a four-part program which we are recommending.

I. Feasibility Study sets a budget to help the owner understand if we can justify further investigation.
II. Project Development Phase determines the actual costs and savings for an asset renewal project.
III. Implementation Phase of the recommendation of the Phase I and Phase II studies and analysis.
IV. Operate & Maintain where JCI provides on-going service and support through a plan to ensure the projected outcomes are achieved.

Based on the findings of our preliminary analysis we believe there is a business case and recommend further investigation via a Project Development Agreement or PDA (See example on Page 14) to investigate and quantify the actual cost and possible savings for each facility improvement measure.

# JCI'S PRIME RETROFIT PROCESS




## Planning Phases

### Feasibility Study Phase

**Project List**

- JCI completes a condition assessment and discusses the facilities operation & maintenance needs with staff.
- A list of Facility Improvement Measures (FIM) is created.
- Assign a priority for each of the FIMs based on the business impact and/or ROI of each individual FIM.

**Preliminary Assessment**

- JCI creates a narrative, business case, and budget for each FIM based on past project pricing and experience.
- JCI & Facilities Committee reviews the budgets and business cases together and discusses alternatives.
- JCI & Owner discuss financial parameters and hurdles.

### Project Development Phase

**Project Development**

- Owner approves a Project Development Agreement.
- JCI completes a preliminary design for requested FIMs.
- JCI & Owner discuss a construction timeline for FIMs.
- JCI finalizes all FIM prices for the Prime Retrofit Proposal.
- JCI & Owner collaborate on funding model for the project.

**Contract Approval**

- JCI Presents the final Prime Retrofit Proposal to Owner.
- Owner approves JCI's Prime Retrofit Proposal for design and construction services.
- Owner approves the funding model for the project and signs off on the necessary funding documents required.

### Project Design & Construction Phase

**Design & Mobilize**

- JCI finalizes design documents for the projects.
- JCI's team reviews the constructability of the plans and specifications to meet the requirements of the project.
- JCI applies for Construction Permits and Tests.
- JCI holds Project Kick Off meeting with the owner and discusses the construction timeline and next steps.

**Procurement**

- JCI breaks down the project into several small bid packages and meets with qualified local specialty subcontractors & vendors.
- JCI coordinates any value engineering options with our team.
- JCI awards purchase orders & subcontracts to vendors.
- JCI represents the Owner to set a project schedule and on site expectations with the project construction team.

**Construction Management**

- JCI reviews and approves all vendor shop drawings.
- JCI directs and supervises the day to day job site work and ensures the project stays on schedule.
- JCI holds regular job site meetings with their vendors.
- JCI issues weekly job reports and reviews with the owner.
- JCI manages project close out and the warranty process.

# FIM #1 STOREFRONT WINDOW ASSESSMENT

## Overview

On August 3rd, JCI conducted a site visit to review the condition and performance of the existing aluminum storefront window system located on the north half of the building.

The window systems were installed as part of the building expansion project back in 2007 and are therefore approximately 19 years old. It has been reported that the windows experience significant frost accumulation on the interior surfaces during colder winter months. There has been concern that the recurring frost condition may indicate a deficiency or failure of the existing window systems.

The purpose of this review was to evaluate the observable condition of the existing window systems and to develop a better understanding of the potential causes of the frost accumulation. Specifically, the review considered whether the condition may be related to:

*Architectural Viewpoint*

- The inherent thermal performance of the existing window system;
- The original installation and perimeter sealing of the window system;
- Deterioration or shrinkage of the exterior and interior gasketing;
- Deterioration of perimeter sealants;

*Mechanical Viewpoint*

Building pressurization imbalances (negative pressure resulting from exhaust airflow exceeding outdoor air intake).

Positioning of dampers that can affect system and building pressures.

Control of the humidification system serving the north addition.

Heating Capacity issues at VAV box reheat coils

## Current Site Conditions:



## Recommendations:

Based on the visual inspection, there is insufficient evidence at this time to conclude that the entire existing storefront window system has reached the end of its useful service life or that complete replacement of the window systems is warranted.

Rather than immediately proceeding with replacement of all of the windows, a controlled test installation is recommended.

*Archictectural Recommendations:*

> It is recommended that one existing window system be removed and replaced with a new, thermally improved storefront window system. The recommended test location would be a window on the third floor of the north elevation. The replacement window should be located immediately adjacent to an existing window system and should serve the same interior space. This configuration would provide an effective side-by-side comparison between the existing and new window systems while subjecting both systems to essentially the same interior and exterior environmental conditions.

*Mechanical Recommendations:*

> HVAC system related issues, particularly negative building pressurization, non-optimized humidification control, and potential reheat capacity issues could be a contributing factor. A systematic analysis of Testing, Adjusting, and Balancing, damper verification, automated humidity reset, and targeted heating capacity analysis is recommended as the next step. These diagnostics are lower in cost and disruption than building wide window replacement and will provide data needed to determine the most effective and economical solution. This approach aligns with the architectural recommendation to perform controlled diagnostic measures before proceeding with full window system replacement and supports a whole-building solution rather than an isolated envelope intervention.

If Becker County wishes to further investigate and address issues related to the window systems, JCI recommends replacing one window system as a comparable baseline to the rest of the facility as outlined in the above recommendations.

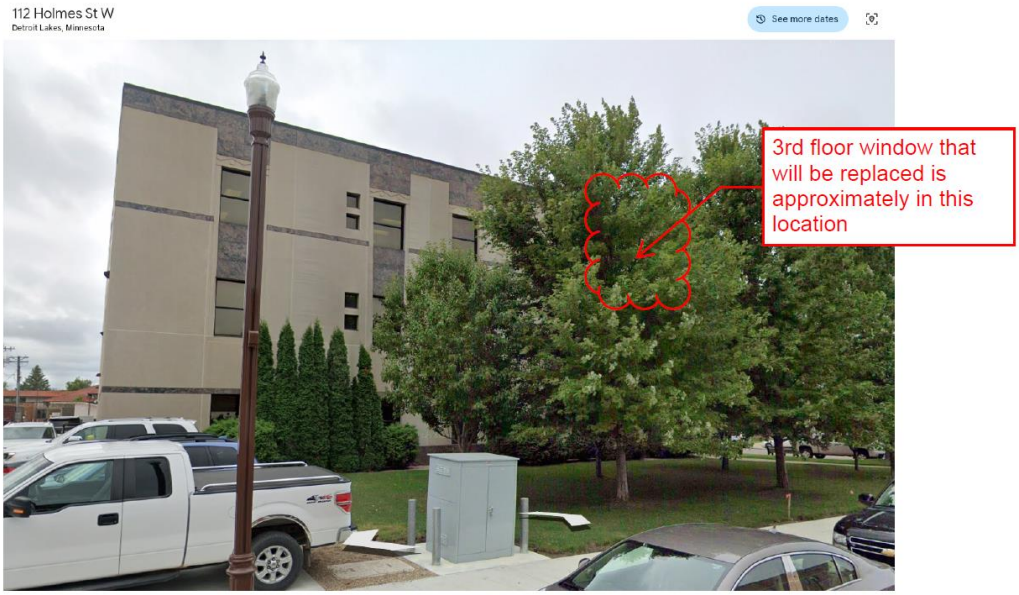
Estimated Turnkey Price to replace one Window System: $9,200.00 (Details associated with the replacement are found on the following page, Page 7 of this report).

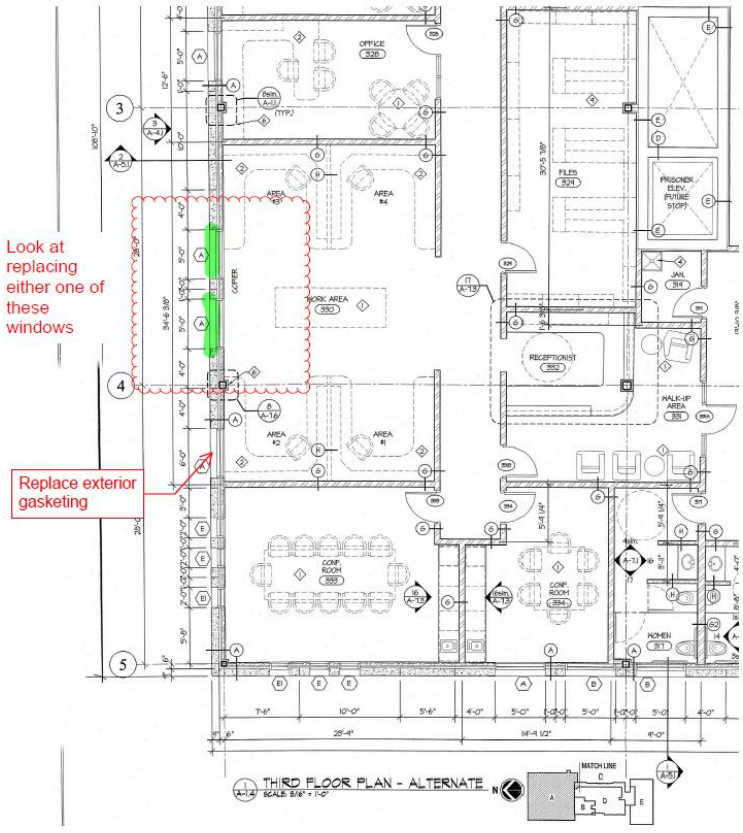
Once complete, along with further addressing recommendations from the architectural & mechanical engineers, JCI can then provide a sound recommendation if further replacement of window systems is in the best fiscal interest of the county.

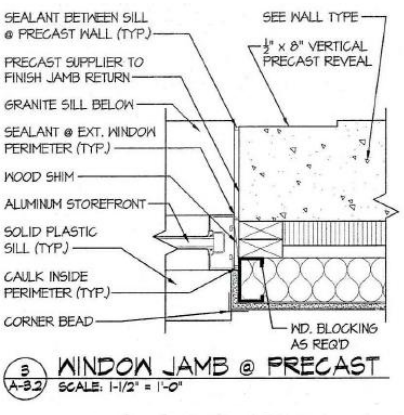
# FIM #1.1 SINGLE WINDOW SYSTEM REPLACEMENT DETAILS

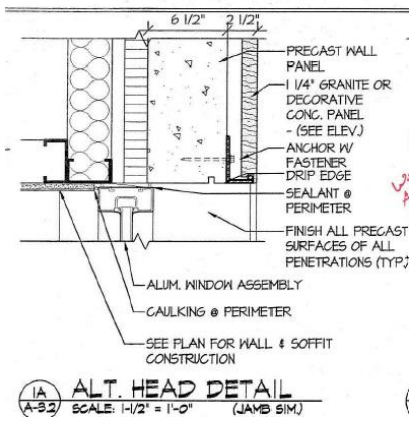
Becker County Courthouse – 3rd Floor Window Replacement : The Reasoning for this window replacement location, is that there are (3) windows side by side and this would be a controlled environment where outcomes can be monitored. The proposed window currently has visual damage and would be the best approach to inspect as a baseline comparison.

Becker County Courthouse - 3rd Floor Window Replacement



# FIM #2 REPLACE (2) MULTI ZONE AHU's & CONDENSING UNITS

## Estimated Turnkey Budget: $771,600.00

## Overview:

FIM 2 proposes to restore reliable operation by replacing AHU-1 and AHU-2 with interior, modern 5,000 CFM multi-zone units configured to serve eight zones per unit. The new assemblies will include eight VAV boxes per AHU with hot-water reheat coils and new control valves, integrated into the Johnson Controls Metasys building management system for precise scheduling, monitoring, and energy performance. The project also encompasses replacing two return fans per AHU and outside air louvers, along with associated ductwork, dampers, wiring, and space reconfiguration as needed to accommodate the new layout. Hydronic reheat components will be tied to a boiler plant, ensuring proper sequencing and commissioning of operations.

Scope of Work

- Replace AHU-1 and AHU-2 with two interior 5,000 CFM multi-zone units (eight zones per unit).
- Install eight VAV boxes per AHU with hot-water reheat coils and new control valves.
- Integrate with Metasys; replace two return fans per AHU; replace outside air louvers.
- Rework or replace associated ductwork, dampers, wiring; reconfigure spaces as needed to accommodate layout.
- Hydronic reheat system components tied to boiler plant; ensure commissioning and sequence of operations.

Equipment and Controls

- 2 interior AHUs, 8 VAVs (per AHU) with hot-water reheat, new valves.
- Metasys controls; 1 return fans per AHU total of (2); new OA louvers; updated dampers and wiring.

Space, Operations, and Maintenance

- Interior placement; minor space reconfiguration; easier access for maintenance; improved IAQ and comfort.
- Fault detection, scheduling, and energy management via Metasys.

Energy, Refrigerant, and Risks

- Eliminates R-22 dependency; modern refrigerant-compatible components.
- Phased installation to minimize disruption; hydronic system integration considerations.

This interior AHU approach resets the equipment's useful life, eliminates R-22 exposure, improves occupant comfort with zone-level control, and minimizes exterior equipment footprint while leveraging existing spaces. Maintenance access is improved, and Metasys integration enables enhanced fault detection and energy management, typically at a lower first cost than roof-mounted options.

## FIM #3 REPLACE (2) MULTI ZONE AHU's, REPLACE COIL ON AHU-3 & ADD CHILLER

### Estimated Turnkey Budget: $1,159,950.00

**Overview:** FIM 3 moves AHU-1 and AHU-2 to two (2) roof-mounted, eight-zone capable units with eight VAVs per unit, hot-water reheat, and Metasys controls, while centralizing cooling through an approximate 55-ton chiller. AHU-3 will be converted to chilled-water cooling by replacing its DX coil with a CHW coil tied to the central plant. The project eliminates R-22 by removing DX condensing units and replacing them with a centralized chilled-water system, providing coordinated control of AHUs, the chiller, pumps, and reheat with Metasys. Two existing mechanical spaces will be converted to pump rooms, with distribution piping and roof equipment designed to accommodate the centralized system and future growth.

Scope of Work

- Replace AHU-1 and AHU-2 with two roof-mounted, eight-zone capable AHUs; eight VAVs per unit with hot-water reheat and Metasys.
- Install centralized approximate 55-ton chiller with pumps in converted pump rooms (two mechanical spaces).
- Convert AHU-3 DX coil to chilled-water coil tied to the central chiller.
- Provide centralized chilled-water distribution to AHUs; maintain Metasys controls.
- Convert two AHU spaces into pump rooms; roof equipment considerations for structural and access requirements.

Equipment and Controls

- Roof-mounted AHUs (2), 8 VAVs per unit; hot-water reheat; Metasys integration.
- 55-ton chiller (approximate) with pumps and distribution piping; CHW coil for AHU-3.
- Centralized control of AHUs, chiller, pumps, and reheat.

Space, Operations, and Maintenance

- Roof equipment minimizes interior space; pump rooms consolidate plant; centralized maintenance and fault detection via Metasys.
- AHU-3 operates on CHW, standardizing cooling approach.

Energy, Refrigerant, and Risks

- Addresses R-22 phaseout; energy efficiency via centralized plant and coordinated controls.
- Roof and plant-room work require structural and access planning; temporary cooling strategy during transition.

The centralized chilled-water approach reduces refrigerant risk, consolidates maintenance, and can yield energy efficiency improvements through coordinated control and part-load optimization. Roof-mounted equipment frees interior space and simplifies service access, while a single chiller plant provides scalable cooling for future needs. Risks include roof and plant-room renovations, temporary cooling during transition, and structural considerations that must be resolved during design.

# PRIME RETROFIT TEAM STRUCTURE

## Prime Retrofit Contracts: Single Source Responsibility

Johnson Controls and serves as a single source of responsibility and becomes your Prime Contractor with full responsibility for Engineering Services, Procurement, Project Management, Subcontractors, and Warranty. This option offers one-stop shopping with single-source responsibility.




Program for Single-Source of Accountability – Reducing Risk While Ensuring Project Success and Quality

# PRIME RETROFIT MODEL

Given that Johnson Controls is responsible for overall program management, quality, and ultimate success, our end-to-end solution includes the following project components.

## Equipment Procurement and Delivery:

JCI is a manufacturer of smart, data-driven products, solutions, and services including HVAC, lighting, water conservation, fire safety, security systems, as well as renewable energy projects that include solar, wind and geothermal technologies. Our Sourcewell Agreement gives the membersaccess to a large catalog of equipment, products, and services at a discounted rate. Our Prime Retrofit Team is well suited to negotiate all the pitfalls of procuring long lead items such as Air Handling Units and Chillers. We have goodrelationships with our Factories that allow us to make deadlines work out for our customers. Our entire team includingthe factory and project managers are all focused on ensuring our projects can be completed on schedule.

## Engineering Services:

Based our extensive history and experience serving the public and commercial markets, Johnson Controls has been able to build upon and expand our base of service offerings including Preliminary Assessments and turnkey Prime Retrofit Projects. We work closely with our local engineers to determine which systems need to be upgraded and work as a team to determine budget projects that can be completed in the owner's timeframe with a professional design.

## Project Management:

Our project management approach is based on over a century of installation and project management expertise. Wewill deliver the promised work on time, within the agreed upon budget, and ensure the results of your projects meet for exceeds your expectations for years to come. We handle all of the small headaches and the big one's too. We ensure proper communication between our team and the owner and seek to always stay ahead of schedule. JCI pridesitself on managing projects to avoid expensive change orders.

## Subcontractors:

Johnson Controls will select best-in-class local subcontractors and abide by your policy. We have utilized the Prime Retrofit model to complete projects with several local contractors. We establish a schedule at the beginning and hold our team accountable for delivery dates and manpower to the end. Only those local partners who have demonstrated a shared commitment to excellence and our customers will be considered. You will have input on all subcontractor(s) selected for your project.

## Installation:

As the managing partner charged with ensuring project quality, Johnson Controls will closely supervise and monitor allproduct installations to ensure proper product application, and ultimately, the ability to ensure operational success of your investment in your building for years to come.

## Factory Startup & Warranty:

Johnson Controls is a proud equipment manufacturer and warrants all equipment and associated factory supplied materials or start-up services performed by Johnson Controls in connection, therewith, against defects in workmanship and material for a period of eighteen (18) months from date of shipment, or twelve (12) months fromdate of startup, whichever occurs first.

# PRIME RETROFIT BENEFITS

## Single-source Efficiency for Facility Renovation

Turnkey Upgrades and Retrofits helps organizations make their facilities smarter and more efficient, from concept to completion. Johnson Controls' Turnkey Upgrades and Retrofit services are an efficient and reliable way to upgrade existing facilities. We cover all aspects of a retrofit—from identifying organizational goals and technical needs to planning and completing the project. Our integrated solution provides a single point of accountability that helps you meet your building or organizational goals with simple, cost-effective, and innovative strategies.

## Direct Procurement:

Equipment sourced directly from manufacturers through a simple, cost-effective process.

## End-to-end Support

Complete retrofit support, from equipment selection to installation and commission.

## Greater Accountability

Single-source accountability ensures better responsiveness, and fewer change orders.

## Local Team of Experts

Johnson Controls Building Technologies & Solutions partners with customers all over the world, in all market segments: education, healthcare, retail and commercial buildings, institutional and government facilities. Locally our Fargo Prime Retrofit Team has put together several successful projects throughout the region with the local engineers and contractors that you know best.

## A Holistic Solution to Long Term Facilities Investments

Johnson Controls acts as your trusted advisor during these uncertain times where a turnkey project may be critical to the upgrades needed in your facility. We focus on building infrastructure projects that address indoor air quality, deferred maintenance, and long-range infrastructure objectives. Our team is an efficient way to develop, procure, deliver, and install turnkey projects that address your building's needs. The Prime Retrofit Model we utilize will give you peace of mind and a single line of communication to manage as JCI ensures the proper design and execution of your projects.

# PARTNERING WITH JOHNSON CONTROLS

## Sourcewell Cooperative Purchasing

Sourcewell helps it's members save time and money by combining the buying power of 50,000 government, education,and nonprofit organizations. Their members simply pick the appropriate contract or suppliers and Sourewell does therest.

Sourcewell holds hundreds of competitively solicited cooperative contracts ready for use. Contracts vary from a wide array of products and services. Sourcwell awards contracts at the manufacturing level, but they can be leveraged locallyto support the local dealer.

## Competitive Solicitation

In 2024 Sourcewell solicited the Request for Proposal (RFP) #080824 entitled HVAC Systems, Installation, and Service with Related Products and Supplies. This RFP was advertised nationally in several places. Johnson Controls responded to the RFP along with several competitors. A Proposal Evaluation Committee used the established RFP evaluation criteria and determined JCI's proposal response met Level-One and Level-Two Responsiveness and was evaluated. JCIranked #1 in every evaluation category and the committee recommended the award of Contract #070121 to Johnson Controls.

Proposal Evaluation Committee's Note regarding JCI's RFP Response:

*"Johnson Controls maintains 160 branch offices in the US and Canada, with over 4,500 service providers directly-employed. They design, install, maintain, and service HVAC, energy management, and controls systems to comprehensively serve member needs. Johnson Controls incorporates certified minority-owned suppliers, as well as smallor disadvantaged businesses, into their projects, spending more than $1 billion annually with minority- and women- owned businesses. Their pricing reflects a substantial discount of local branch labor rates and list prices on the York lineof chillers and air handling equipment, and competitive mark-up rates on non-Johnson Controls equipment."*

In July of 2024 JCI was awarded Sourcewell Contract Number 080824-JHN for HVAC Systems, Installation, and Servicewith Related Products and Supplies.




This contract has simplified the procurement options for our customers. We have developed a Prime Retrofit Team to help become your trusted partner for the much-needed deferred capital projects and infrastructure objectives. Sourcewell does not have any membership fees. JCI can help pull together pricing for your projects under a simplified procurement process without all the hassel normally associated with public construction projects.

# PROJECT DEVELOPMENT AGREEMENT

Based on the projects Becker County is interested in, the project development agreement (PDA) will allow Johnson Controls to accurately define the project details and put together project budgets. Below is a PDA that will allow JCI and it's team to further study, investigate, design and engineer accurate executable solutions.

## Project Development Agreement

THIS PROJECT DEVELOPMENT AGREEMENT (this "Agreement") is made between **"Becker County"** ("Customer"), located in **Detroit Lakes, MN** and **Johnson Controls Building Solutions LLC** ("JCI"), a branch located at **Fargo, ND**. This Agreement shall be effective upon the date of execution of this Agreement by the parties.

**RECITALS**

WHEREAS, **Becker County** desires to develop a Design Development Packet for the formulation of **Building Envelope Upgrade Projects** to be located at the **Becker County Courthouse 915 Lake Avenue** (the "Project" ); and

WHEREAS, **Becker County** desires to develop appropriate design development documents in order to obtain budget pricing for the construction and installation of the HVAC scope which includes new AHU's & VAV's to replace "Old Jail" MultiZone AHU's and Building Envelope/ Window Upgrades, to be located at **Becker County Courthouse 915 Lake Avenue**; and

WHEREAS, JCI is knowledgeable in providing the foregoing services and is prepared to perform the required services in relation to the Project, pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, **Becker County** agrees to appoint JCI as the provider of the services contained herein and JCI hereby accepts such appointment upon the terms and conditions set forth in this Agreement. The parties hereby agree as follows:

**1. Phases of Project**

The parties agree that the Project shall be executed by JCI and **Becker County** and completed in a total of (**Two**) Phases:

a) Phase I of this Project, which is expected to be complete by **Summer of 2027**, will provide proposal development as detailed in the sections below.

b) Phase II of this Project will consist of finalizing the proposed construction agreement between **Becker County** and **Johnson Controls Building Solutions LLC.** which will include an executed construction contract.

## 2. Phase I Scope of Services

To enable both parties to expeditiously evaluate the potential benefits of this approach without excessive speculative investment by JCI, or speculative commitment by the **Becker County**, the parties agree to jointly undertake a Process of Proposal Development (or this "Process").

This Process shall include the following:

a. Execution of this Project Development Agreement between JCI and **Becker County**.

b. Provision of initial budgeting information based on the owner's expectations and the project budget and schedule requirements. The initial budget and development will be a working model of the program and construction cost objectives and shall be revised, as needed.

c. Development of a firm fixed price turnkey proposal for the **Building Envelope Upgrade Projects**. The package shall include, but not be limited to the following:

- Mechanical Equipment Schedule
- Marked up HVAC Retrofit Plans and Mechanical Room Layouts

This package will contain information to ensure that the appropriate design criteria are maintained in the development process.

d. Completion of preliminary proposal review with **Becker County**.

e. The proposal package will also allow for the development of a construction schedule and the installation price.

## 2. Duties of Becker County

**Becker County** will work in a diligent and timely manner with JCI to develop the aforesaid functions. **Becker County** shall commit to providing in a timely manner any information required to perform all relevant programming and planning, and shall also properly position JCI with the rest of its staff to insure a cooperative and successful effort.

## 3. Duties of JCI

JCI also commits to work in a diligent and timely manner with **Becker County** to deliver the aforesaid documents and materials and to complete the foregoing tasks for the purpose of constructing a turnkey project. JCI shall provide adequate and qualified resources to meet the project schedule, and shall work with **Becker County** management in a manner that enables it to make an informed decision.

## 4. Phase I Compensation

As compensation for JCI's performance of the Phase I Scope of Services under and pursuant to this Agreement, the fee to JCI shall be **TwentyTwo Thousand Seven-Hundred Sixty Nine Dollars** ($22,769.00). The initial high-level budget of this project is $ X,XXX,XXX.00.

JCI understands it is **Becker County's** intent to move forward with Phase II of this agreement. At the end of the Phase I, if this objective is achieved, the cost for Phase I will be rolled into the final construction and installation agreement. If **Becker County** does not move forward with Phase II, or does not move forward within 90 days, then total amount for Phase I shall be due in full to JCI.

## 5. Timeline

The following are approximate milestones for the development process of this Project Development Agreement and subsequent activities. Customer and JCI agree that this timeline is subject to change depending upon the mutually defined scope of the Project. Due to long mechanical equipment lead times, time is of the essence.

| | | |
|---|---|---|
| **1.** | Execute Project Development Agreement (PDA) | September 30th, 2026 |
| **2.** | Complete Phase I Proposal Development | TBD |
| **3.** | Complete Phase II Construction Agreement | TBD |
| **4.** | Start Construction | TBD |
| **5.** | Installation Complete | TBD |
| **6.** | Equipment Start-Up | TBD |
| **7.** | Project Completion | TBD |

## 8. Indemnity

**Becker County** shall indemnify and hold harmless JCI, its employees, agents, and assigns from and against all claims, actions, damages, liabilities, and expenses, including attorney's fees, arising out of or related to this Agreement, except for injuries or death to persons or damage to property caused by the negligence of JCI, its employees, agents or assigns.

JCI shall indemnify and hold harmless **Becker County**, its employees, agents, and assigns against all claims, actions, damages, liabilities, and expenses, including attorney's fees, arising out of or related to any claims of patent infringement and any claims of construction or materialman's lien made by any subcontractor or materialmen. JCI and **Becker County** agree that JCI shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of JCI.

Under no circumstances shall **Becker County** or JCI be responsible or liable for indirect, special, punitive, exemplary or consequential damages, including damages for lost profits or loss of business opportunity.

All Parties are in agreement with the intent outlined by this Agreement. IN WITNESS WHEREOF, the parties have duly executed this Agreement, in duplicate, as of the date set forth below and certify they are authorized to execute this agreement.

| **Becker County** | **Johnson Controls Building Solutions LLC** |
|---|---|
| By: _____ | By: Nick Thomes |
| Title: _____ | Title: Account Representative |
| Date: _____ | Date: 08/24/2026 |
| Signature: _____ | Signature: _____ |

# APPENDIX A : FULL ARCHITECTURAL ASSESSMENT OF STOREFRONT WINDOWS

FOSS ARCHITECTURE +INTERIORS

August 18, 2026

Travis Pawlowski
Service Working Lead
Johnson Controls Inc.
701-213-3858
Travis.E.Pawlowski@jci.com

RE: Existing Aluminum Storefront Window System Condition Assessment
Becker County Courthouse
Detroit Lakes, MN

Dear Mr. Pawlowski:

Please see below existing aluminum storefront window system condition assessment and recommendations regarding the Becker County Courthouse window systems.

**1. Background**

A site visit was conducted on August 3, 2026, at the Becker County Courthouse in Detroit Lakes, Minnesota, to review the condition and performance of the existing aluminum storefront window systems located on the north half of the building.

The window systems were installed as part of the building expansion project back in 2007 and are therefore approximately 19 years old. It has been reported that the windows experience significant frost accumulation on the interior surfaces during colder winter months. There has been concern that the recurring frost condition may indicate a deficiency or failure of the existing window systems.

The purpose of this review was to evaluate the observable condition of the existing window systems and to develop a better understanding of the potential causes of the frost accumulation. Specifically, the review considered whether the condition may be related to:

- The inherent thermal performance of the existing window system;
- The original installation and perimeter sealing of the window system;
- Deterioration or shrinkage of the exterior and interior gasketing;
- Deterioration of perimeter sealants;

- Air infiltration through the window assembly; or
- Interior environmental conditions, including building humidity levels and air movement adjacent to the window systems.

There has been discussion regarding replacement of all of the existing window systems due to the recurring frost condition. However, given the significant cost associated with the window replacement, it is recommended that additional investigation and testing be performed before proceeding with a complete window replacement project. The intent of this assessment is to identify reasonable diagnostic measures that can help determine whether the window systems themselves are the primary cause of the problem.

## 2. Scope and Limitations of Review

The existing window systems were visually observed during the site visit. No destructive investigation or selective demolition was performed. Consequently, the concealed conditions within the window framing, perimeter wall construction, insulation, flashing, air barrier, and original installation cannot be verified based solely on the visual inspection.

Based on the aluminum doors installed as part of the same 2007 expansion project, which contain identifiable manufacturer labeling, the window system manufacturer is believed to be Tubelite. Based on the configuration and visible characteristics of the window framing, the existing windows appear to be the Tubelite T14000 Series thermally broken storefront system.

The existing glazing appears to consist of approximately 1-inch insulated glazing units.

## 3. Observed Existing Conditions

### 3.1 Aluminum Framing

The existing aluminum framing observed during the site visit generally appeared to be in good physical condition. No significant deterioration of the aluminum framing itself was observed.

### 3.2 Exterior Glazing Gasketing

The most notable condition observed was shrinkage and separation of the exterior glazing gasket. At a number of locations, the black exterior gasket at the vertical and horizontal intersections of the glazing had visibly shrunk and pulled away from the corners.

In some locations, the resulting opening appeared to be more than a minor hairline separation and represented an observable discontinuity in the gasket. These conditions should be considered significant because the exterior glazing gasket is an integral component of the storefront system's resistance to air infiltration and water penetration.

The T14000 system is designed as a drained storefront system. Water that enters the glazing pocket is intended to be managed through the system's internal drainage and weep paths. However, the exterior glazing gasket provides an important first line of

defense against wind-driven rain, air infiltration, and direct water entry into the glazing pocket.

Where the gasket has sufficiently separated from the frame or glazing to create an open path, there is potential for air and water to enter the system.

### 3.3 Exterior Perimeter Sealants

The exterior perimeter sealant around the aluminum storefront framing generally appeared to be in acceptable condition based on the areas observed. No widespread failure of the exterior perimeter sealant was apparent during the visual review.

### 3.4 Interior Perimeter Sealants

The interior perimeter sealants around the window frames also generally appeared to be in acceptable condition. However, isolated locations were observed where the sealant had pulled away from the adjacent wall surface, creating an open joint.

These locations should be considered potential air leakage paths and warrant further investigation.

### 3.5 Interior Glazing Gaskets and Sealants

The interior glazing gaskets had been supplemented or modified in numerous locations. Based on the appearance of these conditions, it appears that sealant or other material may have been applied as an attempted repair to reduce perceived cold-air infiltration through the glazing system.

The presence of these localized repairs suggests that occupants or maintenance personnel may have previously identified areas where cold air was perceived to be entering the building.

## 4. Analysis of Frost and Condensation Conditions

Based on the observed conditions, the presence of frost on the interior surface of a thermally broken aluminum storefront system when exterior temperatures approach approximately 0°F should not, by itself, be considered conclusive evidence that the storefront system has failed.

A primary consideration is the relationship between the interior surface temperature of the aluminum framing and the interior relative humidity.

Even a thermally broken aluminum storefront system can experience interior-surface condensation or frost formation under sufficiently cold exterior conditions if the interior relative humidity is elevated. This condition can be further aggravated where there is limited air movement across the interior surface of the framing.

Air infiltration through deficiencies in the storefront system can contribute to localized frost formation. However, the presence of frost does not necessarily establish that air is leaking through the storefront assembly. The location, pattern, and extent of the frost

can provide useful information in distinguishing between a general condensation condition and localized air leakage.

For example, frost that occurs primarily along isolated joints, gasket discontinuities, corners, or perimeter conditions may indicate localized air leakage. Conversely, widespread frost formation across interior aluminum framing may be more indicative of a low interior surface temperature combined with elevated interior relative humidity.

**5. Significance of Exterior Gasket Shrinkage**

The observed shrinkage of the exterior glazing gasket is a condition that should be addressed, although it is not necessarily evidence that the entire storefront system has failed.

The Tubelite T14000 storefront system relies on its glazing components, gaskets, seals, and internal drainage paths to manage air and water infiltration. While the system is designed to accommodate incidental water entering the glazing pocket through its internal drainage/weep system, this does not mean that an open exterior gasket can be disregarded.

The exterior gasket is intended to limit direct water entry, resist wind-driven rain, and contribute to the overall air and water performance of the glazing assembly. If the gasket has pulled away from the frame or glazing sufficiently to create a continuous opening, the opening can provide a potential pathway for both air and water to enter the storefront system.

Therefore, the observed gasket shrinkage may be contributing to the overall performance issues and should be evaluated as part of the diagnostic process.

**6. Recommendations**

Based on the visual inspection, there is insufficient evidence at this time to conclude that the entire existing storefront window system has reached the end of its useful service life or that complete replacement of the window systems is warranted.

Rather than immediately proceeding with replacement of all of the windows, a controlled test installation is recommended.

**6.1 Replace One Existing Window System**

It is recommended that one existing window system be removed and replaced with a new, thermally improved storefront window system.

The recommended test location would be a window on the third floor of the north elevation. The replacement window should be located immediately adjacent to an existing window system and should serve the same interior space.

This configuration would provide an effective side-by-side comparison between the existing and new window systems while subjecting both systems to essentially the same interior and exterior environmental conditions.

The two systems could then be monitored through the winter heating season for:

- Interior surface temperature;
- Frost or condensation formation;
- Air infiltration;
- Interior relative humidity;
- Differences in thermal performance;
- Gasket and perimeter seal performance; and
- Overall occupant comfort.

This approach would provide significantly more useful information than replacing multiple windows without first establishing whether the window systems are actually the primary cause of the frost condition.

**6.2 Replace Exterior Glazing Gasketing at One Adjacent Window**

In addition to replacing one complete window system, it is recommended that the exterior glazing gasket be replaced at one adjacent existing window within the same room.

This would create three useful comparison conditions:

1. **Existing window with existing gasket;**
2. **Existing window with new exterior glazing gasket; and**
3. **New replacement window system.**

Monitoring these three conditions within the same room would help determine whether the existing window framing, the deteriorated/shrunken exterior gasket, or other building environmental conditions are contributing most significantly to the frost problem.

**6.3 Investigate Interior Environmental Conditions**

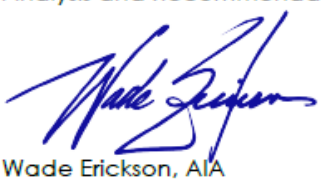
As part of the testing program, the interior temperature and relative humidity should be measured and recorded during periods of cold weather, particularly when exterior temperatures approach 0°F or below.

Where practical, measurements should be taken at or near the affected window systems and compared with the general room conditions.

The operation of the building's HVAC system should also be reviewed to determine whether adequate warm-air circulation is being maintained along the interior surface of the exterior glazing.

This concludes the existing aluminum storefront window system condition assessment and recommendation report. If you have any further questions, please feel free to contact me.

Analysis and Recommendations reported by,



Wade Erickson, AIA
Project Manager/Principal-in-Charge
Foss Architecture + Interiors

# APPENDIX B : FULL MECHANICAL ASSESSMENT OF STOREFRONT WINDOWS

CMTA
A LEGENCE Company

August 20th, 2026

Travis Pawlowski
Service Working Lead
Johnson Controls Inc
Travis.E.Pawlowski@jci.com

RE: HVAC Assessment related to the Existing Aluminum Storefront Window Systems
Becker County Courthouse
Detroit Lakes, MN

Dear Mr. Pawlowski

Please see the HVAC Assessment below for the Becker County Courthouse, in Detroit Lakes, MN. This HVAC Assessment is prepared as a companion to the Existing Aluminum Storefront Window System Condition Assessment.

## 1. Purpose and Scope

This report provides an evaluation of HVAC system factors that may be contributing to the recurring frost and condensation observed on the aluminum storefront window systems in the north addition of the Becker County Courthouse. An initial site visit was performed on August 3rd, 2026. This report is intended to accompany the architectural/window condition assessment. The architectural assessment identified observable exterior glazing gasket shrinkage, localized seal discontinuities, and reports of interior surface frost under cold-weather conditions. Interior surface temperature, relative humidity, local air movement, and air infiltration can influence condensation and frost formation on thermally broken aluminum window frames. This HVAC analysis addresses the following potential contributors based on the initial walkthrough and information provided:

- Building pressurization imbalances (negative pressure resulting from exhaust airflow exceeding outdoor air intake).
- Positioning of dampers that can affect system and building pressures.
- Control of the humidification system serving the north addition.
- Heating Capacity issues at VAV box reheat coils

The evaluation is based on the described system configuration, reported operational observations, and established engineering principles. The recommendations in this report emphasize diagnostic testing prior to major capital decisions.

## 2. System Description (North Addition)

The north addition is served by a single large central rooftop unit (RTU). Humidifiers have been added to this RTU system and operate year-round. However, relative humidity control is manual, and facility staff must lower the %RH setpoint during the winter months. There is no automated humidity reset schedule based on outdoor air

temperature or dewpoint. Building zones are served by variable-air-volume (VAV) boxes with hot-water reheat coils. Preliminary review of the reheat coil schedule indicates that certain boxes, particularly those serving exterior rooms, appear undersized. Staff report that some reheat control valves remain at 100% open throughout the heating season and that the associated rooms frequently fail to achieve setpoint temperature. White the initial site visit focused on the north building addition, all air side equipment and exhaust fans serving the older areas should be included in any comprehensive investigation.

## 3. Analysis of Potential HVAC Contributions

### 3.1 Building Pressurization and Air Balance

A building maintained under sustained negative pressure, where the total exhaust airflow exceeds the outdoor air intake, creates continuous negative pressure differential across the building envelope. This negative pressure drives outdoor air inward through any available leakage path, including around windows, doors, perimeter sealant joints, and window glazing pockets. During winter months, this infiltration air is at or near the cold outdoor temperature. When it contacts interior surfaces or mixes with indoor air near the window plane, it can locally depress surface temperatures and increase the likelihood of condensation or frost, particularly at gasket intersections and window corners. Negative pressure can also increase the volume of air moving through an already compromised window gasket. This would accelerate the visible effects of gasket shrinkage and separation noted in the architectural assessment.

Even a properly designed thermally broken storefront system can exhibit localized frost when subjected to continuous cold-air infiltration caused by a negative building pressure. Conversely, a neutral or slightly positive building pressure reduces infiltration and allows the window system's designed drainage and sealing features to perform properly.

Damper position and operation directly influence achievable air balance. Partially closed or failed outdoor air dampers, relief dampers, fire dampers, or fire/smoke dampers can restrict outdoor air intake or alter exhaust paths, affecting building pressure. These components should be verified as fully open and functional under normal operating conditions.

### 3.2 Humidification Control

The addition of humidifiers to the north addition RTU, combined with the manual %RH setpoint adjustment, introduces a significant risk of elevated indoor moisture levels during extreme cold periods. At outdoor temperatures below zero, the interior surface temperature of aluminum framing (even thermally broken) can fall well below the dew point of indoor air if relative humidity is not sufficiently reduced. Manual reset by staff is inherently variable. If the %RH setpoint is not lowered promptly or aggressively enough, interior moisture levels could remain high enough to produce widespread or localized frost on the colder portions of the framing and glazing. Higher indoor humidity levels also increase the moisture load that any infiltrating cold air must accommodate, further increasing condensation risk.

### 3.3 Heating Capacity at VAV Reheat Coils

Under-sized or under-performing reheat coils result in low supply air temperatures and reduced space temperatures near perimeter surfaces. Staff have observed that certain reheat control valves remain fully open all winter without achieving space setpoint. Lower perimeter temperatures reduce the surface temperature of the window framing and decrease local air movement across the glass. This could be contributing to the condensation and frost formation.

## 4. Recommendations

The following diagnostic and corrective actions are recommended, to gather data, before committing to full window replacement.

1. Comprehensive Testing, Adjusting, and Balancing (TAB)
   Engage a certified TAB contractor to measure and investigate the following:
   - Outdoor airflows the north addition RTU under occupied and minimum outdoor air modes.
   - All exhaust airflow rates serving the north addition.
   - Building differential pressure (indoors relative to outdoors) at multiple locations, including the north addition perimeter and representative locations in the original building, under normal operating conditions.
   - Airflow and pressure relationships between the addition and the original building.
   - TAB work should also encompass the original portion of the courthouse. All air-handling units, ventilation systems, and exhaust fans in the older areas must be identified, measured, and evaluated for their contribution to overall building pressurization.
2. Inspect and Verify Damper Operation
   Confirm that outdoor air dampers, relief dampers, fire dampers, and fire/smoke dampers associated with the building HVAC system are fully open, free of obstruction, and operating correctly. Repair or replace any dampers that are stuck, partially closed, or otherwise impairing proper air balance or pressurization.
3. Evaluate and Optimize Humidification Control
   - Implement an automated outdoor-air-temperature or dew-point-based %RH reset schedule on the north addition humidifier controls so that indoor relative humidity is automatically reduced as outdoor temperature falls.
   - Establish maximum allowable indoor %RH limits correlated to outdoor temperature to maintain interior surface temperatures above the dew point under design cold conditions.
   - Verify humidifier capacity, control valve operation, and sensor calibration.
4. Heating Capacity Analysis
   A detailed heating load and capacity review should be conducted of all VAV reheat coils serving the north addition, giving attention to exterior zones. This review should compare scheduled coil capacities against recalculated peak heating loads (including current envelope performance and infiltration assumptions). The analysis should identify specific zones that cannot achieve setpoint and develop targeted solutions, which may include:
   - Coil replacement or fin/tube upgrades,
   - Increased hot water supply temperature or flow,
   - Supplemental perimeter heating,
   - Adjustments to VAV minimum airflow settings or control sequences.

5. Monitoring During Diagnostic Period
   Coordinate with the architectural recommendations for a controlled window test installation. During the subsequent heating season, simultaneously monitor:
   - Building differential pressure,
   - Indoor temperature and relative humidity near the affected windows,
   - Supply air temperatures from representative VAV boxes,
   - Outdoor air and exhaust airflow rates.

These recommendations will help isolate the relative contributions of envelope leakage, pressurization, humidity, and heating performance. The building operation should target a slight positive building pressure, typically 0.02 to 0.05 in. w.g. positive, under design outdoor air conditions. All TAB readings should be documented along with damper inspections, and heating capacity calculations and used to inform any capital improvement decisions.

## 5. Conclusion

The observed frost and condensation on the north addition storefront windows are likely the result of multiple interacting factors. While the architectural assessment has identified legitimate envelope and gasket conditions that warrant attention, HVAC system related issues, particularly negative building pressurization, non-optimized humidification control, and potential reheat capacity issues could be a contributing factor. A systematic analysis of Testing, Adjusting, and Balancing, damper verification, automated humidity reset, and targeted heating capacity analysis is recommended as the next step. These diagnostics are lower in cost and disruption than building wide window replacement and will provide data needed to determine the most effective and economical solution. This approach aligns with the architectural recommendation to perform controlled diagnostic measures before proceeding with full window system replacement and supports a whole-building solution rather than an isolated envelope intervention.

Respectfully,
CMTA

Eric M Johnson
Eric M Johnson, PE
Mechanical Engineer

Page 4 of 4

# JOINT POWERS AGREEMENT FOR PLANNING AND ZONING SERVICES

*(Cannabis Zoning Regulations)*

This Joint Powers Agreement for Planning and Zoning Services ("**Agreement**") is entered into by and between Becker County, a body corporate and politic ("**County**") and Height of Land Township, a Minnesota public corporation ("**Town**"). The County and the Town may hereinafter be referred to individually as a "party" or collectively as the "parties."

## RECITALS

A. The County has the authority under Minnesota Statutes, Chapter 394 to adopt and administer zoning regulations, and the Town has the authority under Minnesota Statutes, sections 462.351 to 462.364 to adopt and administer zoning regulations.

B. The County has adopted the Comprehensive Plan for Becker County, Minnesota and has adopted and administers the Zoning Ordinance of Becker County ("**County Ordinance**").

C. Counties and towns are authorized under Minnesota Statutes, section 342.13(c) to "adopt reasonable restrictions on the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses."

D. The County Ordinance contains a variety of land use and subdivision regulations, including those in Chapter 8, Section 17 regulating cannabis businesses ("**County Cannabis Regulations**").

E. The County has also adopted Ordinance No. 21, to regulate the use of cannabis and cannabis derived products in public places ("**Public Use Ordinance**").

F. The Town has not previously adopted zoning regulations, but now intends to adopt regulations regarding cannabis businesses ("**Town Cannabis Regulations**") that are stricter than the County Cannabis Regulations, as is permitted under Minnesota Statutes, section 394.33, subdivision 1.

G. The parties recognize the Legislature placed certain limits on the local control of cannabis businesses under Minnesota Statutes, section 342.13, and elsewhere within Minnesota Statutes, chapter 342.

H. The parties desire to work cooperatively to provide for the administration and enforcement of the Town Cannabis Regulations.

I. The County and Town recognize the importance of cooperating on land use issues in order to: promote and protect the public health, safety, welfare and morals; promote and provide for the orderly development of land uses; and provide official controls to implement the goals and policies of the County's comprehensive plan.

J. The County and Town are authorized under Minnesota Statutes, section 471.59 to enter into a joint powers agreement to cooperatively exercise the shared authority.

K. Pursuant to Minnesota Statutes, section 394.33, subdivision 2, towns that desire to adopt zoning regulations and restrictions "shall have the authority granted the governing body of any municipality as provided in section 394.32."

L. Under Minnesota Statutes, section 394.32, subdivision 1, a municipality may contract with a county for planning and zoning services to be provided by the county.

M. The parties desire to enter into this Agreement to have the County administer and enforce the Town Cannabis Regulations as part of County's general administration and enforcement of its land use regulations within the Town.

## AGREEMENT

In consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Adoption of Town Cannabis Regulations. The Town agrees to develop and adopt the Town Cannabis Regulations in accordance with applicable statutory requirements. The Town will consult with the County Planning & Zoning Administrator in the development of the Town Cannabis Regulations to help ensure the County will be able to effectively administer and enforce the regulations. The Town intends, through the Town Cannabis Regulations , to:

   (a) Designate cannabis businesses as requiring either an interim use permit or a conditional use permit, from the Town. The Town understands that if it classifies cannabis businesses as requiring an interim use permit, the Town Cannabis Regulations will establish a process and set standards for obtain the permit as the County Ordinance currently does not provide for the issuance of an interim use permit.

   (b) Establish performance standards for cannabis businesses that are in additional to those established by the County Ordinance.

   (c) Require an applicant to submit an application for the required permit to the County for review and processing;

   (d) Have the County Planning Commission conduct the required public hearing on the required permit application for a cannabis businesses and to make a recommendation on the application to the Town Board; and

   (e) Have the Town Board make the final decision on whether to issue the requested permit, and, if approved, to placed such conditions on the permit as the Town Board determines are reasonable.

2. Intent and Scope. The intent of the Town Cannabis Regulations is to establish certain stricter regulations regarding cannabis businesses. This Agreement provides an opportunity for the parties to work cooperatively to enable the Town to enact its stricter Town Cannabis Regulations and to provide for the professional administration and enforcement of those regulations through the County. Nothing in this Agreement affects the County's administration and enforcement of its Public Use Ordinance or its registration and inspection of certain cannabis businesses as provided under Minnesota Statutes, section 342.22, and such other law as may apply.

3. Additional Regulations. The parties understand the Town's current intent is to only adopt regulations regarding cannabis businesses, but the parties acknowledge the Town has the authority to adopt additional land use regulations in the future if it chooses. If the Town does pursue the development of additional regulations in the future, it agrees to notify the County prior to holding a public hearing on such regulations. The parties understand that future changes to the County Ordinance or the Town Cannabis Regulations may necessitate changes to the Agreement and the parties agree to communicate about proposed amendments and to work in good faith to identify and promptly make any changes to this Agreement that may be required.

4. Administration and Enforcement of Town Cannabis Regulations. The County agrees, pursuant to Minnesota Statutes, section 394.32, subdivision 1, to administer and enforce the Town Cannabis Regulations as part of its regular administration of the County Ordinance within the Town. The County shall perform all duties and activities necessary to properly administer and enforce the Town Cannabis Regulations including, but not limited to, the following:

   (a) Application Receipt and Review. All interim use permit applications required by and submitted pursuant to the Town Cannabis Regulations shall be submitted directly to the County. The County shall be responsible for determining the completeness of all such applications, if an application is incomplete, providing the applicant a timely incomplete notice in writing that identifies the information needed to make the application complete, and for taking all other actions as may be needed to facilitate the processing and final decision on the application within the timelines established in Minnesota Statutes, section 15.99.

   (b) Conduct Public Hearing. The County shall, as part of processing an application, provide the required notices and have the County Planning Commission conduct the required public hearing on the requested permit. The County shall provide a copy of the notice to the Town at least ten days' prior the scheduled public hearing. Once the County Planning Commission concludes its public hearing, it will act to forward the application to the Town Board with its recommendation on the requested permit. If the Planning Commission recommends approval of the permit, it will forward any recommended conditions to the Town Board.

   (c) Final Decision. The Town Board shall review the County Planning Commission's recommendation and shall make the final decision on the requested permit. The Town

Board will place such conditions on the permit as it determines are reasonable to reduce or eliminate the negative impacts generated by the proposed cannabis business. The Town will forward its resolution approving or denying the permit to the applicant and the County within the timeline established in Minnesota Statutes, section 15.99. If the Town Board denies the permit, the notice must state the reasons for the denial.

(d) Inspections and Enforcement. The County shall be responsible for conducting such inspections, providing such notices, and instituting such enforcement actions as the County may determine are necessary for the proper administration and enforcement of the Town Cannabis Regulations and the permits issued thereunder.

(e) Single Process and Amendments. The Town agrees it will not establish a duplicate or additional process for considering applications submitted pursuant to the Town Cannabis Regulations. One of the primary purposes of this Agreement is to unify and streamline the permitting process. This section does not limit the Town's authority to consider and act upon text amendments to the Town Cannabis Regulations initiated by the Town Board. Any application requesting a text amendment to a provision in the Town Cannabis Regulations which is, or would result in, regulations that are stricter than the County Ordinance shall be submitted and processed by the Town with notice to the County.

(f) Recording. The County shall be responsible for recording permits issued under the Town Cannabis Regulations, as may be required. The Town shall be responsible for recording the Town Cannabis Regulations and any amendments it may make to the Town Cannabis Regulations.

(g) Fees and Costs. The parties agree the County shall be entitled to retain all application fees and permit fees submitted to the County pursuant to the Town Cannabis Regulations. The Town may require applicants to submit an escrow to the Town from which the Town may draw funds as needed to pay any professional costs it incurs to consider and act on applications. The County agrees the amounts it collects to administer the Town Cannabis Regulations shall constitute sufficient compensation for the services it provides the Town under this Agreement. If the County determines at any point in the future that the amounts it collects are not sufficient to pay for its services, the County will initiate a conversation with the Town about the need for additional compensation. Any resulting change in the amount of compensation shall be mutually agreed to in writing and made an amendment to this Agreement.

(h) Expansion of Local Administration. Nothing in this Agreement prohibits the Town from electing to assume greater control over the administration and enforcement of the land use regulations in the future. If the Town proposes such a change, the parties agree to work in good faith to adjust their respective procedures as needed to accommodate the Town's expansion of its administration of the Town land use regulations. The Town shall notify the County of any proposed amendment to assume greater control and the County Planning & Zoning Administrator is authorized to approve adjustments in County procedures as needed to accommodate the changes. If the County Planning &

Zoning Administrator determines the Town's proposed amendments to the Town Cannabis Regulations constitute a major change to the understandings reached in this Agreement, the parties agree to pursue a written amendment to this Agreement that will only go into effect upon the approval of the County Board and the Town Board. Nothing in this paragraph limits the Town's authority to terminate this Agreement to fully assume the administration and enforcement of the Town Cannabis Regulations.

5. Indemnification. The County agrees to defend, indemnify, and hold the Town, its officers, employees, and agents, harmless from and against all claims, actions, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the County's performance of, or failure to perform, the duties required under this Agreement, including, but not limited to, the administration and enforcement of the Town Cannabis Regulations or the County Ordinance, provided that any such claim, action, damage, loss or expense is caused in whole or in part by an alleged error, negligent act, omission, or misconduct of the County. The Town agrees to defend, indemnify and hold harmless the County, and its officials, employees, and agents from and against all claims, actions, damages, losses and expenses, including attorneys' fees, arising out of or resulting from Town's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss or expense is caused in whole or in part by an alleged error, negligent act, omission, or misconduct of the Town. The Town, as the final decision-making authority under the Town Cannabis Regulations, is responsible for responding to a suit challenging its decision on a permit. Nothing in this Agreement shall be construed as a waiver by either party of any defenses, immunities or limitations on liability to which either may be entitled under Minnesota Statutes, Chapter 466, common law, or otherwise. The essential purpose of this Agreement is to transfer responsibility for the administration and enforcement of the Town Cannabis Regulations to the County. To the extent the activities provided for in this Agreement are viewed by a court of competent jurisdiction as being a joint venture or joint enterprise, the Town and County shall be considered a single governmental unit for the purposes of determining total liability as provided in Minnesota Statutes, section 471.59, subdivision 1a. Neither party agrees to accept the liability of the other party.

6. Effective Date and Term. This Agreement shall be effective as of the date of the last party of execute it and the County shall begin providing the Town administration and enforcement services as of the effective date of the Town Cannabis Regulations. The Agreement shall continue in effect until terminated as provided in this Agreement.

7. Termination. This Agreement may be terminated by mutual written agreement or by either party upon submitting at least a 180-day written notice of termination to the other party. If the reason for termination is the other party's breach of any term or condition of this Agreement, this Agreement may be terminated upon 60 days' written notice if the other party fails to correct the breach within the 60-day notice period. Upon the effective date of the termination of the Agreement, the Town shall assume responsibility for the administration and enforcement of the Town Cannabis Regulations to the extent its provisions are stricter than those contained in the County Ordinance.

8. Miscellaneous.

(a) Record Retention. The County shall be responsible for retaining all governmental records associated with its administration and enforcement of the Town Cannabis Regulations. The Town shall be responsible for retaining all governmental records associated with the adoption and amendment of the Town Cannabis Regulations and its decisions regard to the platting of land. The County may periodically transfer the records to the Town and, upon termination of this Agreement, shall transfer all such records to the Town. During the term of this Agreement, the County may destroy any governmental records it created or received in its administration and enforcement of the Town Cannabis Regulations according to the County's records retention policy, unless the Town Board requests the documents be turned over to the Town for retention or destruction.

(b) Legal Compliance. Both parties agree to comply with all applicable state, federal and local laws, rules and regulations in the performance of their duties under this Agreement.

(c) Independent Contractor. The County is and shall remain at all times an independent contractor with respect to all services performed under this Agreement. The County represents that it has, or will secure at its own expense, all personnel and equipment required in performing services under this Agreement and to maintain adequate insurance coverages related to same. Any and all personnel of the County engaged in the performance of any work or services under this Agreement shall be considered, for all purposes, employees of the County and not the Town. Such personnel shall not acquire, nor be entitled to, any compensation, rights or benefits of any kind whatsoever from the Town, including, without limitation, medical and hospital care, sick and vacation leave, workers' compensations, unemployment compensation, disability, severance pay, or PERA.

(d) Entire Agreement. This Agreement represents the entire agreement between the County and Town and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof. Any amendments, addenda, alterations, or modifications to the terms or conditions of this Agreement are not effective unless in writing and approved and signed by both parties.

(e) Third Parties. This Agreement does not confer any rights upon any third parties or parties who are not signatories to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date of the last party to execute it.

[signature page follows]

**Becker County**

_____
Chairperson

_____
Clerk

_____
Date

**Height of Land Township**

_____
Chairperson

Jackie Post
_____
Clerk

7/13/26
_____
Date