



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, December 19, 2023 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 182 481 310#

- 8:15 Call the Board Meeting to Order: Board Chair Nelson
1. Pledge of Allegiance
- 8:20 Regular Business
1. Agenda Confirmation 3
 2. Minutes of December 12, 2023 5
 3. Minutes of December 14, 2023 - TNT Hearing 8
- 8:25 Consent Agenda
1. Regular Claims, Auditor Warrants, and Claims over 90 Days 9
 2. Claims Human Services, Public Health and Transit
 3. Human Services
 - a) Contract Agreements
 - MOU Tri-County Elder Abuse MDT 10
 - 2024 HS Contract Renewal Descriptions & Summary 15
 4. Sheriff - FBI Headwaters Agreement 23
- 8:30 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
 - a) Cormorant Lakes Watershed District
- 8:55 County Administrator
1. Report
 2. Resolution 12-23-2A - Commissioners Salaries 38
 3. Resolution 12-23-2B - Elected Officials Salaries 39
 4. Resolution 12-23-2G - Approval for Scheduled Meeting Dates for 2024 40
 5. Coroner Update
 6. CHIPS Contracts Update
- Finance Committee
- 9:20 Auditor-Treasurer
1. License List
 2. Resolution 12-23-2C - Certified Levy 65
 3. Resolution 12-23-2D - Plecity Easement 67

- 4. Resolution 12-23-2F - Capital Expense Request - Postage Machine & Folder 74
- 9:30 EDA
 - 1. Year End Update
- 9:40 Break
- 9:45 Human Resources
 - 1. Safe and Sick Leave Update 78
 - 2. Accrual of Vacation Time Update
 - 3. 2024 Employee Benefits 83
- 9:50 Highway
 - 1. Resolution 12-23-2H - Reaffirmation of Transit (SMART) Tax 87
 - 2. Resolution 12-23-2I - 2024-2028 Five-Year Plan Acceptance 90
 - 3. Resolution 12-23-2J - Frazee TAP Grant Support 91
- 10:00 Land Use/Environmental Services
 - 1. Resolution 12-23-2E - 2024 Waste Haulers Licenses 92
 - 2. 2024 Solid Waste Tip Fee Schedule Changes 94
- 10:05 Planning & Zoning
 - 1. Comprehensive Plan Update
- 10:15 Closed Session - Evaluation of County Administrator Pat Oman
 - 1. Motion to close pursuant to Minn. Stat. 13D.05 Subd. 3 (a) 96
- Adjourn



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, December 19, 2023 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 182 481 310#

- 8:15 Call the Board Meeting to Order: Board Chair Nelson
1. Pledge of Allegiance
- 8:20 Regular Business
1. Agenda Confirmation
 2. Minutes of December 12, 2023
 3. Minutes of December 14, 2023 - TNT Hearing
- 8:25 Consent Agenda
1. Regular Claims, Auditor Warrants, and Claims over 90 Days
 2. Claims Human Services, Public Health and Transit
 3. Human Services
 - a) Contract Agreements
 - MOU Tri-County Elder Abuse MDT
 - 2024 HS Contract Renewal Descriptions & Summary
 4. Sheriff - FBI Headwaters Agreement
- 8:30 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
 - a) Cormorant Lakes Watershed District
- 8:55 County Administrator
1. Report
 2. Resolution 12-23-2A - Commissioners Salaries
 3. Resolution 12-23-2B - Elected Officials Salaries
 4. Resolution 12-23-2G - Approval for Scheduled Meeting Dates for 2024
 5. Coroner Update
 6. CHIPS Contracts Update
- Finance Committee
- 9:20 Auditor-Treasurer
1. License List
 2. Resolution 12-23-2C - Certified Levy
 3. Resolution 12-23-2D - Plecity Easement

- 4. Resolution 12-23-2F - Capital Expense Request - Postage Machine & Folder
- 9:30 EDA
 - 1. Year End Update
- 9:40 Break
- 9:45 Human Resources
 - 1. Safe and Sick Leave Update
 - 2. Accrual of Vacation Time Update
 - 3. 2024 Employee Benefits
- 9:50 Highway
 - 1. Resolution 12-23-2H - Reaffirmation of Transit (SMART) Tax
 - 2. Resolution 12-23-2I - 2024-2028 Five-Year Plan Acceptance
 - 3. Resolution 12-23-2J - Frazee TAP Grant Support
- 10:00 Land Use/Environmental Services
 - 1. Resolution 12-23-2E - 2024 Waste Haulers Licenses
 - 2. 2024 Solid Waste Tip Fee Schedule Changes
- 10:05 Planning & Zoning
 - 1. Comprehensive Plan Update
- 10:15 Closed Session - Evaluation of County Administrator Pat Oman
 - 1. Motion to close pursuant to Minn. Stat. 13D.05 Subd. 3 (a)
- Adjourn

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, December 12, 2023, at 8:15 am

LOCATION: Board Room, Courthouse

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

Agenda/Minutes:

1. Agenda – Motion and second to approve agenda (Okeson, Jepson) carried.
2. Minutes – Moved and second to approve minutes of November 21, 2023, with the requested changes (Meyer, Jepson) carried.
3. Motion and second to approve the Consent Agenda (Jepson, Meyer) carried.

Commissioners:

1. Open Forum:
 - Gerry Schram
 - Excellent service from the Licensing Bureau (DMV).
 - Forest trails are in rough shape.
2. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Jepson – EDA & Housing, AMC, Addressing Homelessness in Becker County.
 - Commissioner Nelson – AMC, NRM, Sunnyside, Sheriff.
 - Commissioner Vareberg – NRM, Environmental.
 - Commissioner Meyer – Sunnyside, AMC, Fair Board, DAC, Transit.
 - Commissioner Okeson – Sheriff, AMC, Environmental, Finance, Highway, Airport Commission.
3. Appointments:
 - None
4. Introduction of newly appointed County Assessor – Tony Vigen.

County Administrator: presented by Pat Oman.

1. Report.
 - Coroner Position – recommendation at next board meeting.

- AMC Conference.
 - CHIPS Contracts – reviewing at next Courthouse Committee.
2. Budget 2024 Update.
 - Truth in Taxation (TNT) Meeting – December 14.
 - Capital Improvement Plan Update.
 3. 2024 Organizational Business Meeting – Tuesday, January 2, 2024. Both Business and Regular Meeting.
 4. Legislative Platform Update
 - Highway Building Sales Tax.
 - MURL Money.
 5. Purchasing a replacement Fleet Vehicle – bring back on the 19th.
 6. Classification and Compensation Study Update. Special Board Meeting, December 22.

Highway: presented by Jim Olson.

1. Motion and second to approve Resolution 12-23-1A – MnDOT Detour Agreement (Okeson, Vareberg) carried.

Sheriff: presented by Todd Glander.

1. Motion and second to approve Resolution 12-23-1B – Off Highway Vehicle (OHV) Enforcement Grant – a total amount of \$13,566 for fiscal years 2024 and 2025 (Okeson, Jepson) carried.
2. Motion and second to approve Resolution 12-23-1C – 2023-2025 Snowmobile Safety Enforcement Grant in the amount not to exceed \$11,578 (Meyer, Vareberg) carried.
3. Motion and second to approve Resolution 12-23-1D – Approval to apply for DWI/Traffic Safety Officer Grant (Okeson, Meyer) carried.
4. Motion and second to approve Resolution 12-23-1E – Amendment Number Twelve To The Food Service Management Agreement (Okeson, Jepson) carried.
5. Motion and second to approve Resolution 12-23-1G – SWAT MOU (Okeson, Meyer) carried.
6. Motion and second to approve the Command Post Bodywork by Eco Sandblasting and Painting in the amount of \$11,000 (Okeson, Meyer) carried.
7. Motion and second to approve the County Highway Radio Patch from MidStates Wireless in the amount of \$5295.60 (Okeson, Meyer) carried.
8. Motion and second to approve Resolution 12-23-1F – Becker County Jail Kitchen Floor Repair not to exceed \$4949.95 (Okeson, Jepson) carried.

9. Motion and second to approve the purchase of a Storage Container for the Jail from Accessories Unlimited LLC in the amount of \$4050 (Okeson, Meyer) carried.
10. Motion and second to approve Resolution 12-23-1H – Retirement of K9 Cooper and Request of new K9 Team and to accept donations for the K9 (Meyer, Jepson) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Community Based Comprehensive Plan Update.
 - Work Session – January 9 from 2-4.
 - Survey closes on the 15th of December.

Being no further business, Chair Nelson adjourned the meeting at 10:02 am.

/s/

Pat Oman
County Administrator

/s/

Barry Nelson
Board Chair

PUBLIC HEARING

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: THURSDAY, DECEMBER 14, 2023, AT 6:00 pm

LOCATION: Board Room, Courthouse

Agenda:

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

Truth in Taxation Presentation: presented by County Administrator Pat Oman at 6:01 pm

- Jessica Ekholm was introduced as the Deputy Assessor and people left the meeting to speak with her.
- Larry Knutson asked for the total dollar tax capacity, and it will be provided by Mary Hendrickson.
- Larry Knutson asked for the budget to actual 2023 to 2024.

Truth in Taxation concluded at 6:24 pm.

County Highway Five Year Plan: presented by Jim Olson

2024 Road Projects include: CSAH 34, CSAH 44, CSAH 47, CSAH 42 and CSAH 30 in the City of Frazee

2024 SMART (Safe, Multi-Model, Active Responsible Transportation) include:

CSAH 34 grading project, CSAH 44 reclaiming and paving project, Osage Public Works site paving

Larry Knutson asked about the sales tax revenue.

Being no further business, Chair Nelson adjourned the meeting at 6:52 pm.

/s/ Pat Oman
Pat Oman
County Administrator

/s/ Barry Nelson
Barry Nelson
Board Chair



BECKER COUNTY BOARD OF COMMISSIONERS

Finance Committee Meeting

Date: Monday, December 18, 2023 at 8:30 AM

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

Administrator

1. Resolution 12-23-2A - Commissioners Salaries
2. Resolution 12-23-2B - Elected Officials Salaries

Auditor-Treasurer

1. Claims
2. Resolution 12-23-2C 2024 Certified Levy
3. Resolution 12-23-2D - Plecity Easement
4. Resolution 12-23-2F - Capital Exense Request - Postage Machine & Folder

Human Services

1. Claims Human Services, Public Health and Transit
2. Contracts/Agreements
 - a) 2024 HS Contract Renewal Descriptions & Summary

Highway

1. Resolution 12-23-2H - Reaffirmation of Transit (SMART) Tax
2. Resolution 12-23-2I - 2024-2028 Five-Year Plan Acceptance

Land Use/Environmental Services

1. Environmental Services
 - a) Resolution 12-23-2E - 2024 Waste Haulers Licenses
 - b) 2024 Solid Waste Tip Fee Schedule Changes

Adjourn

TRI-COUNTY (BECKER, CLEARWATER & MAHNOMEN) AND WHITE EARTH NATION
ELDER ABUSE MULTI-DISCIPLINARY TEAM (MDT)
MEMORANDUM OF UNDERSTANDING
ESTABLISHED 2018

This Memorandum of Understanding (hereinafter referred to as “MOU”) is entered into, by and between the collaborative PARTNERS listed below, with the intent to establish a Tri-County and White Earth Nation Elder Abuse Multi-Disciplinary Team, hereinafter referred to as the “MDT”, and pursuant to Minn. Stat. §626.5571 subd. 1 and White Earth Nation Elder Protection Code Chapter 1 - Section 1.04(3), both of which provide for the establishment of a multidisciplinary adult protection team. The MDT PARTNERS, listed below, are signing this agreement for the purpose of documenting the contribution each PARTNER has agreed to make in support of the purpose identified below. This agreement shall be reviewed and signed by partners annually.

1. PARTNERS

The PARTNERS in the MDT are as follows:

- Becker County Attorney’s Office
- Becker County Sheriff’s Office
- Becker County Human Services
- Clearwater County Attorney’s Office
- Clearwater County Sheriff’s Office
- Clearwater County Department of Human Services
- Legal Services of Northwest Minnesota
- Ecumen – Detroit Lakes
- Essentia Health – St. Mary’s Regional Health Center
- Lakes Crisis & Resource Center
- Dancing Sky Area Agency on Aging
- Mahnomen County Attorney’s Office
- Mahnomen County Sheriff’s Office
- Mahnomen County Human Services
- MAHUBE-OTWA Community Action Partnership
- Midwest Bank – Detroit Lakes
- White Earth Tribal Police Department
- White Earth Human Services
- White Earth Home Health Program

The above MDT PARTNERS anticipate adding additional members in the future in addition to inviting other agencies, or individuals, to participate as consultants on a case by case basis.

11. PURPOSE

The purpose of the Tri-County and White Earth Nation Elder Abuse MDT is to provide an array of coordinated services for elders who have been abused, neglected and/or financially exploited. Each of the agencies participating in the MDT has specific responsibilities for preventing, identifying, investigating, treating, and/or remediating abuse, neglect and/or financial exploitation among elder adults. The primary objective of the MDT is to assist each of the collaborative PARTNERS in meeting

TRI-COUNTY (BECKER, CLEARWATER & MAHNOMEN) AND WHITE EARTH NATION
ELDER ABUSE MULTI-DISCIPLINARY TEAM (MDT)
MEMORANDUM OF UNDERSTANDING
ESTABLISHED 2018

their responsibilities in a more effective and efficient manner through cooperation and collaboration. This will be achieved through interagency consultation and multi-agency team case conferences and result in the development of coordinated action plans.

The PARTNERS in the MDT shall support community efforts for the development and implementation of the multidisciplinary team process. The MDT will meet on a monthly basis for approximately 60 minutes. The specific monthly meeting day, time and location will be determined by the PARTNERS through a majority vote.

111. RESPONSIBILITIES OF PARTNERS

Each of the MDT PARTNERS agree to provide the following services to the Tri-County and White Earth Nation MDT and in accordance with Minn. Stat. §626.5571 subd. 2 and White Earth Nation Elder Protection Code Chapter 1 - Section 1.04(3):

- A. MDT members will collaborate to ensure the protection of the elderly and to ensure their best interest will be served;
- B. Reasonable efforts will be made by each member of the MDT to coordinate each step of the investigation/assessment process in order to minimize the number of interviews and interviewers to which the elderly person is subjected, thus reducing the potential trauma to the elderly person;
- C. MDT members agree to maintain confidentiality of all records and information gathered on all elder abuse cases and preserve the privileged nature of those records and information;
- D. MDT members shall honor the confidentiality requirements of all other members of the MDT;
- E. Nothing contained in this MOU supersedes the statutes, rules, and regulations governing each MDT member's agency;
- F. Members of the MDT shall collect, maintain, and share data as necessary to assist in evaluating the effectiveness of the Team and in accordance with Minn. Stat. §626.5571 subd. 3 and White Earth Elder Protection Code Chapter 3 – Section 3.02;
- G. MDT members will attend scheduled meetings;
- H. MDT members who have a case to present to the group will provide all pertinent information to MDT members prior to the meeting;
- I. MDT members agree to follow-up on all assigned duties in the timeline agreed upon in the MDT meetings; and
- J. MDT members agree to embrace the multi-disciplinary team approach and to support the MDT process so the elderly receive the most effective and well-coordinated services available.

TRI-COUNTY (BECKER, CLEARWATER & MAHNOMEN) AND WHITE EARTH NATION
ELDER ABUSE MULTI-DISCIPLINARY TEAM (MDT)
MEMORANDUM OF UNDERSTANDING
ESTABLISHED 2018

IV. CONFIDENTIALITY

The MDT PARTNERS agree to maintain all records in a confidential manner in accordance with all applicable laws and regulations as they may now exist or be hereafter amended.

V. MODIFICATION

If one or more MDT PARTNERS wish to modify this agreement, that Partner or PARTNERS shall give thirty (30) day notice to all PARTNERS to this agreement. The PARTNERS will vote on the modification at the next scheduled meeting or affirm the modification in a manner acceptable to the MDT. Any modification to this agreement requires a majority vote.

VI. TERMINATION

Any MDT Partner may terminate their participation in the MDT, with or without cause. Notice will be deemed served on the date notice is received by all PARTNERS.

We, the undersigned, do hereby agree to the conditions set forth in this collaborative MOU.


Becker County Attorney's Office Becker County Attorney 10-5-23
Agency Head / Title Date

Becker County Human Services Agency Head / Title Date


Becker County Sheriff's Office Sheriff 10/5/2023
Agency Head / Title Date

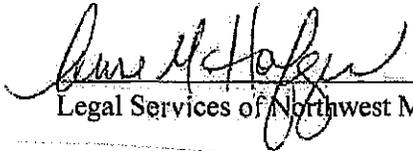
Clearwater County Attorney's Office Agency Head / Title Date

Clearwater County Sheriff's Office Agency Head / Title Date

Clearwater County Department of Human Services Agency Head / Title Date

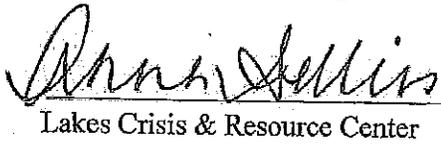
TRI-COUNTY (BECKER, CLEARWATER & MAHNOMEN) AND WHITE EARTH NATION
 ELDER ABUSE MULTI-DISCIPLINARY TEAM (MDT)
 MEMORANDUM OF UNDERSTANDING
 ESTABLISHED 2018

Dancing Sky Area Agency on Aging	Agency Head / Title	Date
----------------------------------	---------------------	------

	Anne Hoefgen / executive Director	10/4/23
Legal Services of Northwest Minnesota	Agency Head / Title	Date

Ecumen – Detroit Lakes	Agency Head / Title	Date
------------------------	---------------------	------

Essentia Health – St. Mary’s Regional Health Center	Agency Head / Title	Date
---	---------------------	------

	Executive Director	10/5/23
Lakes Crisis & Resource Center	Agency Head / Title	Date

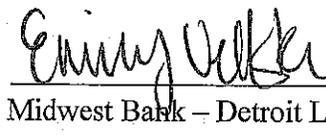
Mahnomen County Attorney’s Office	Agency Head / Title	Date
-----------------------------------	---------------------	------

Mahnomen County Sheriff’s Office	Agency Head / Title	Date
----------------------------------	---------------------	------

Mahnomen County Human Services Office	Agency Head / Title	Date
---------------------------------------	---------------------	------

	Liz Kuoppala, Executive Director	12.7.2023
---	----------------------------------	-----------

MAHUBE-OTWA Community Action Partnership	Agency Head / Title	Date
--	---------------------	------

	Midwest Bank / BSA Officer	10-5-23
Midwest Bank – Detroit Lakes	Agency Head / Title	Date

TRI-COUNTY (BECKER, CLEARWATER & MAHNOMEN) AND WHITE EARTH NATION
ELDER ABUSE MULTI-DISCIPLINARY TEAM (MDT)
MEMORANDUM OF UNDERSTANDING
ESTABLISHED 2018

White Earth Tribal Police Department	Agency Head / Title	Date
--------------------------------------	---------------------	------

White Earth Human Services	Agency Head / Title	Date
----------------------------	---------------------	------

<i>Pat Brewer</i>	<i>Health Director</i>	<i>10-5-2023</i>
White Earth Home Health Division	Agency Head / Title	Date

2024 Human Services Contract Information

BEHAVIORAL HEALTH

A1. Central MN Mental Health Center

Under this service agreement, the provider agrees to accept appropriate referrals for detoxification services. Services include Initial health assessment and needed medical services, Detoxification surveillance and protection, Evaluation of chemical dependency and psycho-social functioning, Short-term counseling related to assessment, Discharge planning and referrals.

Detoxification Rates

Client Daily Rate	\$1,000 + non-billable medical expenses
Transportation	\$1.50 per mile

Commitment Hold Rates

Client Daily Rate	\$1,500 after 72 hours
-------------------	------------------------

Contract Changes:

Increase in the daily detoxification rate from \$600 to \$1,000. Increase in the daily commitment hold rate from \$1,000 to \$1,500.

Termination Requirements:

30 Days Advance Written Notice

A2i. Lakeland Mental Health Center:

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

Outpatient Services -	\$249,301
ARMHS Group Services -	\$ 11,831
CTSS	\$ 28,168
RULE 14-Community Support Program	<u>\$ 85,824</u>
NTE	\$375,124

Contract Changes:

No Changes

Termination Requirements:

6 Month Advance Written Notice

A2ii. Lakeland Mental Health Center:

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

1 hour for travel, documentation, and/or

emergency clinical consultations per month	\$138.37 per hour
1 hour of Clinical Supervision per month	\$138.37 per hour

NTE \$3,320.

Contract Changes:

New as of July 2023, first renewal, No Changes to cost per month

Termination Requirements:

30 Days Advance Written Notice

A3. Solutions Behavioral Health:

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

Children’s MH TCM Rate	\$772 or a \$72.78 per hour Non-MA Rate
Adult MH CM TCM Rate	\$446 or a \$72.78 per hour Non-MA Rate

Contract Changes:

**Increase in the CMH & AMH TCM rates per DHS*

Termination Requirements:

30 Days Advance Written Notice

A4. Stellher Human Services:

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

CTSS	\$ 13,480
Mobile Crisis Response	\$242,869
Mobile Crisis Telephone Intake	\$ 47,500
Adult Crisis Stabilization-Willow Tree	<u>\$280,500</u>
NTE	\$584,349

Contract Changes:

No Changes

Termination Requirements:

30 Days Advance Written Notice

A5. White Earth:

This is an agreement for CTSS, Crisis Coordination, and Mobile Crisis Teams. Becker County and White Earth are co-recipients of the mental health crisis grant and this contract covers White Earth’s crisis coordination and mobile crisis teams.

CTSS & Children’s MH CM	\$ 50,000
Crisis Service Coordination	\$ 30,000
Mobile Crisis Intervention & Stabilization	<u>\$ 40,000</u>
NTE	\$120,000

Contract Changes:

No changes

Termination Requirements:

30 Days Advance Written Notice

ADULT SERVICES

B1. Becker County DAC

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

Residential Treatment Rates:

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

Contract Changes:

No Change

Termination Requirements:

30 Days Advance Written Notice

B2. Lutheran Social Services:

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

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

NTE \$28,080

Contract Changes:

No Changes

Termination Requirements:

30 Days Advance Written Notice

CHILDREN AND FAMILY SERVICES

C1-i. Lakes Crisis & Resource Center:

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

Billable Rates:

\$45 ph for Coaching

\$41 ph for Supervision
\$20 UA Testing
\$5 Breathalyzer Testing
\$25 ph onsite visit survey room wo/facilitator
No show/cancel rate 2 hours
\$30 ph travel time

NTE \$210,000.

Contract Changes:

No Changes

Termination Requirements:

30 Days Advance Written Notice

C1-ii. Lakes Crisis & Resource Center:

This contract is to provide PSOP Services (Parent Support Outreach). Provides early intervention and prevention services to high-risk families with children between the ages of 6 and 10 years, including concrete supports/flex funding. The PSOP funding allocation totaling **\$47,510** is split three ways between Becker County Human Services, Mahube, and Lakes Crisis & Resource Center. Mahube and Lakes Crisis & Resource Center will each receive an allocated amount of **\$15,837**. Becker County Human Services share of **\$15,837** will be used by the Behavioral Health PSOP worker.

Billable rate of \$50.00 per hour

NTE \$15,837

Contract Changes:

*Increase in the allocation of \$15,093

Termination Requirements:

30 Days Advance Written Notice

C1-iii. Lakes Crisis & Resource Center:

This contract is to provide FGDM (Family Group Decision Making) services. Funding from the DHS Family Group Decision Making Grant in the amount of **\$130,072** each fiscal year. This contract is for Becker along with 10 additional counties.

Billable rate of \$65.00 per hour

NTE \$130,000

Contract Changes:

No Changes

Termination Requirements:

30 Days Advance Written Notice

C2. Lutheran Social Services:

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

Intensive In-home rate \$72.03

Mental Health Service rate \$57.14

Professional Mental Health rate \$72.03

NTE \$300,000

Contract Changes:

**Increase of 5% to the hourly rate. \$69.93 to \$72.03, \$55.48 to \$57.14, No Changes to the NTE amount*

Termination Requirements:

30 Days Advance Written Notice

C3. MAHUBE-OTWA:

This contract is to provide PSOP Services (Parent Support Outreach). Provides early intervention and prevention services to high-risk families with children between the ages of 6 and 10 years, including concrete supports/flex funding. The PSOP funding allocation totaling **\$47,510** is split three ways between Becker County Human Services, Mahube, and Lakes Crisis Center. Mahube and Lakes Crisis Center will each receive an allocated amount of **\$15,837**. Becker County Human Services share of **\$15,837** will be used by the Behavioral Health PSOP worker.

Billable rate of \$50.00 per hour

NTE \$15,837

Contract Changes:

**Increase in the allocation of \$15,093*

Termination Requirements:

30 Days Advance Written Notice

C4. The Village Family Services:

This contract is to provide Home-based crisis intervention services for abusive/neglectful families and 0-3 mental health assessment and treatment. Services are funded through MA, VCAA, the DHS CMH Screening grant, and county funds.

Billable rate of \$82.83 with 565 billable hours

NTE \$45,000

Contract Changes:

**Increase of 4% to the hourly rate; From \$79.64 to \$82.83, No Change to NTE amount
NTE No Changes*

Termination Requirements:

30 Days Advance Written Notice

C5. Drug Testing Solutions:

Provide hair follicle testing

5 Panel testing - \$100

5 Panel with expanded Opiates Testing - \$110

NTE \$10,000

Contract Changes:

No Changes

Termination Requirements:

30 Days Advance Written Notice

C6. Sourcewell:

Provide administration of childcare licensing.

Background Fee \$25 - \$100

1 year license fee - \$50

2 year license fee - \$100

\$50 Annual Fee, \$100 Bi-Annual Fee

Fire Marshal Fee \$50

NTE \$55,689.13

Contract Changes:

**Standard Increase of \$1,767.54 (3%) per agreement*

Termination Requirements:

30 Days Advance Written Notice

C7. Community and Life Services:

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

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

NTE \$36,000

Contract Changes:

Increased hourly billable rate from \$60 to \$65.

NTE No Changes

Termination Requirements:

60 Days Advance Written Notice

INCOME MAINTENANCE

D1. Rural Minnesota CEP:

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

MFIP Employment Services - 47%	\$189,293
DWP Employment Services – 12%	\$ 48,330
Administration - 7.5%	<u>\$ 30,206</u>
Total	\$267,829

Contract Changes:

*Increase of \$20,829 based on an increase to the Allocation

Termination Requirements:

30 Days Advance Written Notice

D2. MAHUBE-OTWA:

This agreement is for the purchase of administration of all Child Care Administration Programs.

13.8% of the Basic Sliding Fee Allocation (\$662,199) for Calendar year 2024.

NTE \$91,383

Contract Changes:

*Increase of \$25,777 based on an increase to the Allocation

Termination Requirements:

30 Days Advance Written Notice

CHILD SUPPORT

E1. Kevin Niemann:

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

Service of Process: \$40 + IRS Rate per mile, with a minimum of 10 miles per service

Attempted Service: \$30 + IRS Rate per mile, with a minimum of 10 miles per service

Rush Request: \$20

1 of 2 contracts totaling \$5,000.

NTE for this contract \$3,750

Contract Changes:

No change

Termination Requirements:

30 Days Advance Written Notice

E2. Robert Strand:

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

Service of Process: \$40 + IRS Rate per mile, with a minimum of 10 miles per service

Attempted Service: \$30 + IRS Rate per mile, with a minimum of 10 miles per service

Rush Request: \$20

1 of 2 contracts totaling \$5,000.

NTE for this contract \$1,250

Contract Changes:

No change

Termination Requirements:

30 Days Advance Written Notice

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

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

Billable Rate \$115 per hour County Attorney (2023 contract = \$90,821)

2024 NTE **\$93,546**

2025 NTE **\$96,352**

Billable Rate \$35 per hour Bailiff (2023 contract = \$ 7,210)

2024 NTE **\$7,426**

2025 NTE **\$7,649**

Contract Changes:

Increase is billable hourly rate for the County Attorney

Standard 3% increase per year for County Attorney and Bailiff expenses.

Termination Requirements:

30 Days Advance Written Notice

**FEDERAL BUREAU OF INVESTIGATION
HEADWATERS SAFE TRAILS TASK FORCE (HSTTF)
Cost Reimbursement Agreement**

HSTTF File No.: 198E-MP-C65353

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized Headwaters Safe Trails Task Force (HSTTF) as set forth below, for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and Becker County Sheriff's Office, located at 925 Lake Avenue, Detroit Lakes, MN 56501, Taxpayer Identification Number: 41-6005754 and Telephone Number: 218-847-2661, that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI HSTTF Memorandum of Understanding (MOU) signed by the Sheriff of Becker County on _____, 202__ and must be read and interpreted in conformity with all terms of that document.

2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding, reimburse Becker County Sheriff's Office for overtime payments made to officers assigned to and working full time on HSTTF related matters.

3. Requests for reimbursement shall be made on a monthly basis utilizing the United States Department of the Treasury Invoice Processing Platform (IPP) software system and shall be submitted to the FBI Minneapolis Field Office immediately after the first of the month which follows the month for which reimbursement is requested. The reimbursement request shall be approved by the appropriate Supervisor (or their designee) at Becker County Sheriff's Office prior to the invoice submission in IPP. The invoice submitted in IPP will automatically route to the FBI HSTTF personnel for their review, approval, and processing for payment.

4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT) directly to Becker County Sheriff's Office using the FBI's Unified Financial Management System (UFMS). To facilitate EFT, Becker County Sheriff's Office shall establish an account online in the System for Award Management (SAM) at www.SAM.gov. Verification of Becker County Sheriff's Office banking information is required on an annual basis in order to keep payment information current. For additional information regarding the UFMS and SAM, contact the FBI Minneapolis Financial Liaison Specialist.

5. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this Agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify Becker County Sheriff's Office of the applicable annual limits prior to October 1st of each year.

6. The number of Becker County Sheriff's Office deputies assigned full-time to the HSTTF and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal

For Official Use Only

year. Based on the needs of the HSTTF, this number may change periodically, upward or downward, as approved in advance by the FBI.

7. Prior to submission of any overtime reimbursement requests, Becker County Sheriff's Office shall prepare an official document setting forth the identity of each officer assigned full-time to the HSTTF, along with the regular and overtime hourly rates for each officer. Should any officers change during the fiscal year, a similar statement shall be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. If the rate changes during the fiscal year for a previously assigned officer, an updated letter shall be attached with the invoice submission in IPP that reflects the new rate. The updated letter shall be mailed to the Minneapolis Field Office HSTTF personnel to maintain in FBI records.

8. Each request for reimbursement shall be submitted via IPP to the FBI. The request for reimbursement shall include an invoice number, invoice date, the name, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. An attachment signed and dated by an authorized Agency representative noting the dates and hours for each officer overtime reimbursement claimed shall be uploaded in IPP as supporting documentation for the invoice to confirm the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the HSTTF.

9. Requests for reimbursement shall be submitted monthly and all requests shall be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2022, shall be received by the FBI monthly and not later than December 31, 2022. The FBI is not obligated to reimburse any requests received untimely and not in accordance herewith.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of Campbell County Sheriff's Office's participation on the HSTTF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties or based on changing business operations and practices of the FBI. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:

Alvin M. Winston
Special Agent in Charge
Federal Bureau of Investigation

Date: _____

Sheriff
Becker County Sheriff's Office

Date: _____

Financial Manager
Federal Bureau of Investigation

Date: _____

FOR OFFICIAL USE ONLY

1

**FEDERAL BUREAU OF INVESTIGATION
HEADWATERS SAFE TRAILS TASK FORCE
MEMORANDUM OF UNDERSTANDING**

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the **Federal Bureau of Investigation (FBI)** and the **Becker County Sheriff's Office** (participating agency) (collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of Headwaters Safe Trails Task Force (STTF) personnel, formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

MISSION

4. The mission of the STTF is to identify and target for prosecution individuals and groups responsible for criminal enterprises, drug trafficking, gangs, and crimes of violence such as murder and aggravated assault, robbery, and abuse of children, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The STTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

SUPERVISION AND CONTROL

A. Supervision

5. Overall management of the STTF shall be the shared responsibility of the participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the FBI Minneapolis Division shall designate one Supervisory Special Agent (STTF Supervisor) to supervise the STTF. The STTF Supervisor may designate a Special Agent to serve as the STTF Coordinator. Either the STTF Supervisor or the STTF Coordinator shall oversee day-to-day operational and investigative matters pertaining to the STTF.
7. Conduct undertaken outside the scope of an individual's STTF duties and assignments under this MOU shall not fall within the oversight responsibility of the STTF Supervisor or STTF Coordinator.
8. STTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the STTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.
9. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
10. All STTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Investigations and Operations Guide (DIOG).
11. STTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
12. Continued assignment of personnel to the STTF will be based on performance and at the discretion of appropriate management. The FBI SAC and STTF Supervisor will also retain discretion to remove any individual from the STTF.

FOR OFFICIAL USE ONLY

3

B. Case Assignments

13. The FBI STTF Supervisor will be responsible for opening, monitoring, directing, and closing STTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
14. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the STTF Supervisor.
15. For FBI administrative purposes, STTF cases will be entered into the relevant FBI computer system.
16. STTF personnel will have equal responsibility for each case assigned. STTF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

17. The head of each participating agency shall determine the resources to be dedicated by that agency to the STTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

18. It is agreed that matters designated to be handled by the STTF will not knowingly be subject to non-STTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the STTF's existence and areas of concern.
19. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to STTF investigations or areas of concern as described in paragraph 4. All law enforcement actions will be coordinated and cooperatively carried out.
20. STTF investigative leads outside of the geographic areas of responsibility for FBI [-----] Division will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

21. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-STTF personnel will be limited to those situations where it is essential to the effective performance of the STTF and only with prior FBI approval.. These disclosures will be consistent with applicable FBI guidelines and policy.

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

FOR OFFICIAL USE ONLY

4

22. Non-FBI STTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the STTF. No documents or information which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
23. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
24. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of STTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
25. Operation, documentation, and payment of any CHS opened and operated in furtherance of an STTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI STTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of STTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

26. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by STTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
27. STTF reports prepared in cases assigned to STTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
28. Records and reports generated in STTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for STTF.
29. STTF investigative records maintained at the Minneapolis Field Office of the FBI will be available to all STTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
30. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the STTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by STTF personnel.

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

FOR OFFICIAL USE ONLY

5

31. All STTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to STTF Supervisor approval.
32. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

INFORMATION SHARING

33. Records or reports created or obtained by the STTF are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of FBI. If such records are shared outside of the STTF with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the Becker County Sheriff's Office receives a request pursuant to Minnesota's public records statute, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose STTF records, the Becker County Sheriff's Office will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.
34. No information possessed by the FBI, to include information derived from informal communications between STTF personnel and FBI employees not assigned to the STTF, may be disseminated by STTF personnel to non-STTF personnel without the approval of the STTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, STTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
35. The Parties acknowledge that this MOU may provide STTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by STTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.
36. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
37. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

FOR OFFICIAL USE ONLY

6

becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

38. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
39. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
40. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, in order to allow the other party to ensure that appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations and policies governing each party.

PROSECUTIONS

41. STTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
42. A determination will be made on a case-by-case basis whether the prosecution of STTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the STTF.
43. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a STTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

44. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
45. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency. Neither it nor its contents may be released without authorization by FBI Headquarters.

FOR OFFICIAL USE ONLY

7

surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

46. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

47. All STTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES¹

48. The parent agency of each individual assigned to the STTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
49. The parent agency of each individual assigned to the STTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.²

¹ Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

² Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term “less-than-lethal” is synonymous with “less-lethal”, “non-lethal”, “non-deadly”, and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than-Lethal Devices. “Less-lethal” is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

FOR OFFICIAL USE ONLY

8

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

50. STTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

51. Local and state law enforcement personnel designated to the STTF, subject to a limited background inquiry, shall be sworn as federal task force officers by acquiring Title 18 U.S.C. authority (via the United States Marshals Service) and Title 21 U.S.C. authority (via the FBI, to participate in federal drug investigations). The FBI will secure the required deputation authorization(s). The deputation(s) should remain in effect throughout the tenure of each investigator's assignment to the STTF or until the termination of the STTF, whichever comes first.
52. Deputized STTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.
53. State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the STTF must be federally deputized under Title 18. They must also be deputized under Title 21 to participate in federal drug investigations. The FBI may likewise require federal LEOs who serve on the STTF to be deputized while assigned to the STTF. The FBI will secure the required authorization for deputations, as needed.
54. Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the STTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

VEHICLES

55. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official STTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Use Policy Guide (1093PG). The assignment of an FBI owned or leased vehicle to participating agency STTF personnel will require the execution of a separate Vehicle Use Agreement.
56. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to STTF business.
57. Neither the FBI nor the United States shall be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by [task force personnel] while engaged in any conduct other than their official duties and assignments pursuant to their federal deputation on the [task force].

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

FOR OFFICIAL USE ONLY

9

58. To the extent permitted by applicable law, [partner agency] agrees to hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by [task force personnel] which is outside the scope of their official duties and assignments.

SALARY/OVERTIME COMPENSATION

59. The FBI and each participating agency remain responsible for all personnel costs for their STTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 60 below.
60. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal STTF personnel assigned full-time to STTF, provided overtime expenses were incurred as a result of STTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and the participating agencies for full-time employee(s) assigned to STTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

61. Property utilized by the STTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the STTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by STTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of STTF, will be the financial responsibility of the agency supplying said property.

FUNDING

62. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency. Neither it nor its contents may be released without authorization by FBI Headquarters.

FORFEITURES

63. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with STTF operations.
64. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to STTF investigations may be equitably shared with the agencies participating in the STTF.

DISPUTE RESOLUTION

65. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the STTF's objectives.
66. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

67. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
68. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO STTF AND SECURITY CLEARANCES

69. If a participating agency candidate for the STTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
70. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the STTF, the participating agency will be so advised and a request will be made for another candidate.
71. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
72. Before receiving unescorted access to FBI space identified as an open storage facility, STTF personnel will be required to obtain and maintain a "Top Secret" security clearance. STTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

FOR OFFICIAL USE ONLY

11

73. Upon departure from the STTF, each individual whose assignment to the STTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

74. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the STTF.
75. Each party agrees to notify the other in the event of receipt of a civil claim arising from [scope of the FBI's relationship with the MOU's other party]. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from the [operational relationship]. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the STTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
76. COMMON LAW TORT CLAIMS
- A. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.
 - B. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of [operational relationship] activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
 - C. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency. Neither it nor its contents may be released without authorization by FBI Headquarters.

FOR OFFICIAL USE ONLY

12

- D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S. C. § 2679(d)(3)."
77. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the STTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Minneapolis Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any STTF personnel.
78. Liability for any conduct by [task force personnel] undertaken outside of the scope of their duties and assignments pursuant to their federal deputation on the [task force] shall not be the responsibility of the FBI or the United States.

DURATION

79. The term of this MOU is for the duration of the STTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
80. Any participating agency may withdraw from the STTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the STTF at least 30 days prior to withdrawal.
81. Upon termination of this MOU, all equipment provided to the STTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any STTF participation.

FOR OFFICIAL USE ONLY

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

MODIFICATIONS

- 82. This agreement may be modified at any time by written consent of all involved agencies.
- 83. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES

Special Agent in Charge
Federal Bureau of Investigation

Date

Chief/Sheriff
Law Enforcement Agency

Date

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 12-23-2G

Approval for Scheduled Meeting Dates for 2024

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

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

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

IT IS FUTHER RESOLVED that a schedule of meetings for the coming year is hereby approved, and any deviation or addition to this schedule will be posted by the County Administrator as required by Minnesota Statute. The agenda for each of these meetings will be posted and/or published, and distributed by the County Administrator; however, this Resolution containing the 2024 schedule is considered an official posting for all meetings. The Regular Board meetings will start at 8:15 am in the Board Room at the Becker County Courthouse, or alternate site as posted.

January	2**		16		**Organizational & Regular
February	6		20	7-8*	*AMC Drainage Conference
				10-13*	*NACo Legislative Conference
				21-22*	*AMC Legislative Conference
March	5		19	27-79*	*AMC Leadership Summit
April	2		16		
May	7		21		
June	4	13**	18		**Board of Appeals – 6:00 pm
July	2		16	12-15*	*NACo Annual Conference
August	6		20		
September	3		17	11-13*	*AMC Fall Policy Conference
October	1		15		
November	5		19		
December	3	12**	17	9-11*	*AMC Annual Conference
					**Truth in Taxation – 6:00 pm

Duly adopted this 19th day of December, 2023, at Detroit Lakes, MN

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

Holiday

Board Meeting

Board of Appeals

TNT Hearing

AMC/NACo

2024 Calendar

January 2024

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024

S	M	T	W	Th	F	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2024

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024

S	M	T	W	Th	F	S
						1
						2
						3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024

S	M	T	W	Th	F	S
			1	2	3	4
			5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2024

S	M	T	W	Th	F	S
						1
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Becker County Administrative Rules

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

Personnel:

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

Operational:

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

Approved: _____

<u>Position Title</u>	<u>Band & Grade</u>	<u>2023 Step</u>	<u>FTE</u>	<u>F P</u>
REVENUE FUND				
Commissioners				
Commissioner			1	F
Commissioner			1	F
Commissioner			1	F
Commissioner			1	F
Commissioner			1	F

			5	_____
				=====
Administrator				
Administrator	E820	10	1	F
Administrative Assistant	B230	4	1	F

			2	_____
				=====
Auditor-Treasurer				
Auditor-Treasurer	D630		1	F
Finance Manager	C510	10	1	F
Deputy Auditor Treasurer	C410	10	0.5	F
Payroll/Accounting Specialist	B240	3	0.5	F
Account Clerk	B220	10	1	F
Property Tax Specialist/Elections	B210	10	1	F
License Specialist/Cashier	B210	7	1	F
Research Specialist/GIS	B250	10	0.34	F
Cashier	A130	1	1	F
Cashier	A130	4	0.7	P

			8.04	_____
				=====
Department of Motor Vehicle				
License Supervisor	B240	7	1	F
Licensing Clerk	A130	3	1	F
Licensing Clerk	A130	2	1	F
Licensing Clerk	A130	2	0.7	P
Licensing Clerk	A130	3	0.6	P
Licensing Clerk	A130	3	0.6	P

			4.9	_____
				=====
Assessor				
County Assessor	D610	8	1	F
Chief Deputy Assessor	C410	3	1	F

Assessment Technician	B221	3	1	F	
Appraiser	B241	3	1	F	
Appraiser	B241	3	1	F	<u> </u>
					5 <u> </u>
					<u> </u>
Information Technology					
IT Director	C510	6	1	F	
Web-GIS Coordinator	C420	10	1	F	
IS Technician	B320	4	1	F	
IS Technician	B320	4	1	F	
IS Technician	B320	4	1	F	
Research Specialist/GIS	B250	10	0.31	P	<u> </u>
					5.31 <u> </u>
					<u> </u>
Elections					
Deputy Auditor Treasurer	C410	10	0.5	F	<u> </u>
					0.5 <u> </u>
					<u> </u>
Human Resources					
Human Resources Director	C510	6	1	F	
HR Assistant	B230	6	1	F	<u> </u>
					2 <u> </u>
					<u> </u>

Attorney

County Attorney			1	F
Assistant County Attorney	D621	7	1	F
First Assistant Attorney	D631	9	1	F
Assistant County Attorney	D621	4	1	F
Assistant County Attorney	D621	4	1	F
Assistant County Attorney	D621	9	1	F
Assistant County Attorney	D621	7	1	F
Victim Witness Coordinator	B250	10	1	F
Legal Assistant	B210	10	1	F
Legal Assistant	B210	8	1	F
Legal Assistant	B210	5	1	F
Legal Assistant	B210	6	1	F

			12	_____
				=====

Recorder

County Recorder (Appointed)	C430	3	1	F
Chief Deputy Recorder	B310	8	1	F
Deputy Recorder	B230	10	1	F
Deputy Recorder	B230	10	1	F
Deputy Recorder	B230	3	1	F
Deputy Recorder	B230	2	0.7	P

			5.7	_____
				=====

Courthouse Building Maintenance

Bldg. Maint. Supervisor	B321.5	10	1	F
Maint. Tech.	B231	3	1	F
Custodian	A121	10	1	F
Maint. Tech.	B231	7	1	F
Maint. Tech.	B231	4	1	F
Custodian	A111	5	0.5	P
Custodian	A111	5	0.4	P
Custodian	A111	10	0.62	P
Custodian	A111	5	0.3	P
Custodian	A111	10	0.62	P

			7.44	_____
				=====

Veteran Service Officer

Veteran Service Asst.	B231	6	1	F
Veteran Service Asst. (Temp 2/28/20	B231	5	1	F
Veteran Service Off.	C410	6	1	F

			3	_____
				=====

Planning and Zoning

Zoning Administrator	C430	9	1	F	
Zoning Inspector	B251	9	1	F	
Zoning Tech.	B251	3	1	F	
Zoning Tech./E-911 Cord.	B251	6	0.6	F	
Sewer Inspector	B251	9	1	F	
Office Support Specialist	A130	7	0.7	P	_____
			5.3		_____
					=====

Extension

Office Manager	B210	10	1	F	
Office Help			0	T	_____
			1		_____
					=====

Housing/EDA

Economic Development Specialist	C430	4	1	F	_____
			1		_____
					=====

Transit

Transit Manager	B251	10	1	F
Driver/Dispatcher	A132	10	1	F
Driver/Dispatcher	A132	3	1	F
Bus Driver	A132	5	0.45	P
Driver/Dispatcher	A132	10	0.72	P
Bus Driver	A132	5	0.45	P
Bus Driver	A132	10	0.45	P
Bus Driver	A132	8	0.45	P
Bus Driver	A132	9	0.45	P
Bus Driver	A132	8	0.45	P
Bus Driver	A132	3	0.45	P
Bus Driver	A132	3	0.45	P
Bus Driver	A132	8	0.45	P
Bus Driver	A132	3	0.45	P
			8.22	<u> </u>
				<u> </u>

Public Safety

Sheriff

Sheriff			1	F
Chief Deputy	C521	10	1	F
Lieutenant		5	1	F
Sergeant	C512	3	1	F
Sergeant	C512	10	1	F
Sergeant	C512	10	1	F
Sergeant	C512	10	1	F
Investigator	C432	10	1	F
Investigator	C432	10	1	F
Investigator	C432	10	1	F
Investigator	C432	10	1	F
Investigator	C432	10	1	F
Deputy Sheriff	C412	9	1	F
Deputy Sheriff/Boat and Water	C412	3	0.55	F
Emerg Mgmt/Deputy	C412	10	0.5	F
Deputy Sheriff	C412	3	1	F
Deputy Sheriff	C412	6	1	F
Deputy Sheriff	C412	5	1	F
Deputy Sheriff	C412	5	1	F
Deputy Sheriff	C412	5	1	F
Deputy Sheriff	C412	7	1	F
Deputy Sheriff	C412	4	1	F
Deputy Sheriff	C412	6	1	F
Deputy Sheriff	C412	3	1	F
Deputy Sheriff	C412	4	1	F
Deputy Sheriff-Approved 10/10/23	C412		1	F

P

Temporary Deputy (Added Part-Time Variable)

P

25.05

Boat and Water

Boat & Water - Deputy Sheriff	C412	3	0.45	F
			0.3	P
			0.3	P
			0.3	P

0.9

Confidential

Office Manager-Sheriff	B230	5	1	F
Secretary II	A130	10	1	F
Secretary I	A130	10	1	F
Secretary III	A130	10	1	F

4

Dispatch

Communications Supervisor	C-411	10	1	F
Communications Officer	B-242	7	1	F
Communications Officer	B-242	6	1	F
Communications Officer	B-242	2	1	F
Communications Officer	B-242	5	1	F
Communications Officer	B-242	7	1	F
Communications Officer	B-242	9	1	F
Communications Officer	B-242	3	1	F
Communications Officer	B-242	10	1	F
Communications Officer	B-242	10	1	F
Var. Communications Officer	B-242	2	0.7	P

10.7

Bailiffs & Screeners

Courthouse Screeners	B212	10	0.4	P
Courthouse Screeners	B212	10	0.4	P
Courthouse Screeners	B212	5	0.2	P
Courthouse Screeners	B212	7	0.2	P
Bailiff	B252	10	0.7	P
Bailiff	B252	10	0.7	P
Bailiff	B252	10	0.7	P
Bailiff	B252	6	0.6	P
Chief Bailiff	B312	10	1	F

4.9

Jail

Secretary	A130	7	1	F
Secretary	A130	7	0.7	P
Secretary	A130	4	0.24	P
Var. Jailer	B232	3	0.12	P
Var. Jailer	B232	6	0.33	P
Var. Jailer	B232	4	0.12	P
Var. Jailer	B232	3	0.33	P
Var. Jailer	B232	7	0.1200	P
Var. Jailer	B232	2	0.1200	P
Var. Jailer	B232	1	0.3300	P
Var. Jailer	B232	4	0.3300	P
Var. Jailer	B232	2	0.3300	P
Var. Jailer	B232	2	0.3300	P
Jailer	B232	10	0.33	P
Jailer	B232	10	0.33	P
Jailer	B232	10	0.5	P
Jailer	B232	10	0.73	P
Jailer	B232	4	0.5	P
Jailer	B232	5	0.33	P
Transport Officers	B232	7	0.63	P
Transport Officers	B232	2	0.63	P
Transport Officers	B232	8	0.73	P
Transport Officers	B232	8	0.31	P
Jail Administrator	C511	10	1	F
Assistant Jail Administrator	B321	10	1	F
Jail-Sergeant	B312	10	1	F
Jail-Sergeant	B312	10	1	F
Jail-Sergeant	B312	8	1	F
Jail-Sergeant	B312	9	1	F
Program Coordinator	B252	10	0.9	F
Release Planner	C421	10	1	F
Jailer	B232	7	1	F
Jailer	B232	10	1	F
Jailer	B232	10	1	F
Jailer	B232	3	1	F
Jailer	B232	5	1	F
Jailer	B232	6	1	F
Jailer	B232	6	1	F
Jailer	B232	3	1	F
Jailer	B232	3	1	F
Jailer	B232	10	1	F
Jailer	B232	3	1	F
Jailer	B232	4	1	F
Jailer	B232	9	1	F
Jailer	B232	6	1	F
Jailer	B232	3	1	F
Jailer	B232	2	1	F
Jailer	B232	3	1	F
Jailer	B232	7	1	F
Jailer	B232	2	1	F
Jailer	B232	10	1	F
Jailer	B232	7	1	F

38.32

=====

Probation

Sec/Receptionist	A130	10	0.62	P
Sec/Receptionist	A130	7	0.62	P

1.24

=====

STS

Program Coordinator	B252	10	0.1	F
STS Crew Leader	B222	10	1	F

1.1

=====

Emergency Management

Emerg Mgmt/Deputy	C412	10	0.5	F
-------------------	------	----	-----	---

0.5

=====

Coroner

Coroner			0.35	F
---------	--	--	------	---

0.35

=====

E-911

Zoning Tech./E-911 Cord.	B251	6	0.4	F
--------------------------	------	---	-----	---

0.4

=====

ROAD & BRIDGE FUND

Administration

Support Clerk	B220	10	1	F
Payroll/Accounting Specialist	B240	3	0.5	F
Accountant	C430	5	1	F
Engineer	D630	10	1	F
Research Specialist/GIS	B250	10	0.2	P
				<hr/>
			3.7	<hr/> <hr/>

Engineering

Construction Manager	C431	10	1	F
Transportation Tech	B321	10	1	F
Senior Engineer Tech	B312	8	1	F
Senior Engineer Tech	B312	10	1	F
Laborer			0	T
				<hr/>
			4	<hr/> <hr/>

Equipment/Shop/ Maintenance

Laborer			0	T
Laborer			0	T
Maintenance Supt	C431	10	1	F
Traffic Service Foreman	B322	10	1	F
Maintenance Crew	B312	10	1	F
Traffic Service Tech	B242	10	1	F
Maintenance Worker	B232	10	1	F
Maintenance Worker	B232	8	1	F
Maintenance Worker (Prev. Transp.)	B232	5	1	F
Maintenance Worker	B232	10	1	F
Maintenance Worker	B232	7	1	F
Maintenance Worker	B232	10	1	F
Maintenance Worker	B232	6	1	F
Maintenance Worker	B232	10	1	F
Maintenance Worker	B232	10	1	F
Maint/Pest	B232	9	1	F
				<hr/>
			14	<hr/> <hr/>

Mechanics

Mechanic I	B252	10	1	F
Mechanic I	B252	10	1	F
Mechanic II	B312	10	1	F
				<hr/>

Human Services

Administration - Human Services and Community Health

Director	D630	10	1	F
Administrative Service Manager	C421	10	1	F
Accountant	C430	4	1	F
Administrative Assistant	B211	6	1	F
Office Support Specialist	A131	10	1	F
Office Support Specialist	A131	8	1	F
Office Support Specialist	A131	6	1	F
Office Support Specialist	A131	4	1	F
Office Support Specialist	A131	5	0.7	P
Office Support Specialist	A131	5	0.7	P
Custodian	A111	4	0.7	P
Custodian	A111	5	1	P

HS Admin 11.1

Administration - Human Services

Account Clerk	B211	7	1	F
Account Clerk	B211	8	1	F
Account Clerk	B211	10	0.7	P
Account Clerk	B211	6	0.7	P

Staff Ratio 3.4

Financial Support - Non IM RMS

Financial Supervisor	C431	8	1	F
Office Support Specialist	A131	10	1	F
Office Support Specialist	A131	4	1	F
Office Support Specialist	A131	9	1	F
				F
				F
				P
				P
Office Support Specialist	A131	7	0.7	P
Office Support Specialist	A131	2	0.7	P

11-420-600-4800-61** 5.4

Financial Support - IM RMS 75%

Financial Worker	B251	10	1	F
Financial Worker	B251	10	1	F
Financial Worker	B251	10	1	F
Financial Worker	B251	5	1	F
Financial Worker	B251	10	1	F

Financial Worker	B251	5	1	F
Financial Worker	B251	10	1	F
Financial Worker	B251	10	1	F
Financial Worker	B251	10	1	F
Financial Worker	B251	10	1	F
Financial Worker	B251	5	1	F
Financial Worker	B251	6	1	F
Financial Worker	B251	10	1	F
Financial Worker	B251	10	1	F
Financial Worker	B251	10	1	F
Fraud Prevention Investigator	B312	7	0.7	<u>P</u>

11-420-600-4820-61** 15.7

Child Support - CSOAP

Collections Supervisor	C431	10	1	F
Child Support Officer	B321	4	1	F
Child Support Officer	B321	10	1	F
Child Support Officer	B321	3	1	F
Child Support Officer	B321	9	1	F
Child Support Officer	B321	10	1	F
Child Support Officer	B321	10	1	F
Support Enforce. Aide	B231	3	1	F
Support Enforce. Aide	B231	9	1	F

11-420-640-4800-61** 9

Social Services - Children and Adult Mental Health and Chemical Dependency

Social Serv Supervisor	C521	6	1	F
Social Worker	C431	10	1	F
Social Worker	C431	8	1	F
Social Worker	C431	9	1	F
Social Worker	C431	10	1	F
Social Worker	C431	3	1	F
Social Worker	C431	6	1	F
Social Worker	C431	10	1	F
Social Worker	C431	10	1	F
Social Worker	C431	10	1	F
Social Worker	C431	10	1	F
Social Worker	C431	1	1	F
Case Aid	B231	9	1	F
				F
				F
				P
				P
Case Aid	B231	9	0.7	P

11-430-700-4800-61**

12.7

Social Services - Child Protection

Social Serv Supervisor	C521	10	1	F
Social Serv Supervisor	C521	10	1	F
Social Worker	C431	8	1	F
Social Worker	C431	6	1	F
Social Worker	C431	4	1	F
Social Worker	C431	7	1	F
Social Worker	C431	5	1	F
Social Worker	C431	10	1	F
Social Worker	C431	10	1	F
Social Worker	C431	4	1	F
Social Worker	C431	6	1	F
Social Worker	C431	9	1	F
Social Worker	C431	10	1	F
Social Worker	C431	8	1	F
Social Worker	C431	10	1	F
Social Worker	C431	8	1	F
Social Worker	C431	5	1	F
Social Worker	C431	7	1	F
Social Worker	C431	2	1	F
Case Aid	B231	8	1	F
Case Aid	B231	10	1	F
				F
				F
				P
				P

11-430-701-4800-61**

21

Social Services - Adult Services

Social Serv Supervisor	C521	10	1	F
Social Worker	C431	10	1	F
Social Worker	C431	7	1	F
Social Worker	C431	4	1	F
Social Worker	C431	10	1	F
Social Worker	C431	10	1	F
Social Worker	C431	10	1	F
Social Worker	C431	10	1	F
Social Worker	C431	7	1	F
Social Worker (Prev. RN Schroeder)	C431	9	1	F
Social Worker	C431	10	1	F
Social Worker	C431	8	1	F
Social Worker	C431	6	1	F
Social Worker	C431	10	1	F
Case Aid	B231	10	1	F
				F
				F
				P
				P
Social Worker	C431	2	0.7	P
Case Aid	B231	4	0.7	P

11-430-702-4800-61**

16.4

Community Health

Community Health

Comm Health Supervisor	C521	8	1	F
Registered Nurse	C431	7	1	F
Registered Nurse	C431	5	1	F
Registered Nurse	C431	4	1	F
Registered Nurse	C431	8	1	F
Registered Nurse	C431	8	1	F
Registered Nurse	C431	2	1	F
Registered Nurse	C431	10	1	F
Registered Nurse	C431	10	1	F
Registered Nurse	C431	9	1	F
Registered Nurse	C431	10	1	F
Registered Nurse-SNBC Care Coord.	C431	3	1	F
Nutrition Coordinator	C421	7	1	F
Lic Prac Nurse	B251	10	1	F
Case Aide	B231	10	1	F
Account Clerk	B211	10	1	F
				F
				P

11-481-451-0000-61** 16

WIC

11-481-457-0000-61** 0

RECREATION FUND

Recreation

Tram Operator

0 T

0

=====

ENVIRONMENTAL SERVICES

Transfer Station

Temporary			0	T
Temporary/Split			0	T
Maintenance/Operator	B251	10	0.17	P
Transfer Station Operator	B212	4	0.54	P
Recycling Facility Operator	B212	7	0.03	P
Transfer Station Operator	B212	3	0.54	P
Solid Waste Clerk	A130	6	0.54	P
Solid Waste Clerk	A130	5	0.54	P
Solid Waste Clerk	A130	4	0.54	P
Recycling Drivers	B222	6	0.21	P
Clerk-Environmental	A130	6	0.7	F
Maintenance/Operator	B251	6	1	F
Waste Transfer Driver	B222	6	1	F
Recycling Drivers	B222	6	0.02	F
Recycling Drivers	B222	5	0.02	F
Transfer Station Operator	B212	10	0.8	F
Transfer Station Operator	B212	10	0.8	F
Transfer Station Operator	B212	10	0.8	F
Transfer Manager	B312	10	0.7	F
MRF Manager	B312	5	0.25	F
Environmental Dir	D620	10	0.65	F
Household Hazardous	B241	10	0.1	F

			9.95	_____
				=====

Recycling

Maintenance/Operator	B251	10	0.06	P
Transfer Station Operator	B212	4	0.09	P
Recycling Facility Operator	B212	7	0.60	P
Transfer Station Operator	B212	7	0.6	P
Transfer Station Operator	B212	3	0.09	P
Solid Waste Clerk	A130	5	0.09	P
Solid Waste Clerk	A130	4	0.09	P
Solid Waste Clerk	A130	3	0.09	P
Recycling Drivers	B222	6	0.44	P
Clerk-Environmental	A130	5	0.25	F
Recycling Drivers	B222	5	0.95	F
Recycling Drivers	B222	5	0.95	F
Transfer Station Operator	B212	10	0.15	F
Transfer Station Operator	B212	10	0.15	F
Transfer Station Operator	B212	10	0.15	F
Transfer Manager	B312	10	0.25	F
MRF Manager	B312	5	0.7	F
Environmental Dir	D620	10	0.3	F
Household Hazardous	B241	10	0.4	F

			6.4	_____
				=====

Household Hazardous Waste				
Maintenance/Operator	B251	10	0.01	P
Transfer Station Operator	B212	4	0.03	P
Recycling Facility Operator	B212	7	0.03	P
Transfer Station Operator	B212	3	0.03	P
Solid Waste Clerk	A130	5	0.03	P
Solid Waste Clerk	A130	4	0.03	P
Solid Waste Clerk	A130	3	0.03	P
Recycling Drivers	B222	6	0.01	P
Clerk-Environmental	A130	5	0.05	F
Recycling Drivers	B212	5	0.03	F
Recycling Drivers	B222	5	0.03	F
Transfer Station Operator	B212	10	0.05	F
Transfer Station Operator	B212	10	0.05	F
Transfer Station Operator	B212	10	0.05	F
Transfer Manager	B312	10	0.05	F
MRF Manager	B312	5	0.05	F
Environmental Dir	D620	10	0.05	F
Household Hazardous	B241	10	0.5	F

			1.11	_____
				=====

NATURAL RESOURCES MANAGEMENT

Forest Management

Temporary (16-615-6105)			0	T
NRM Supervisor	C430	6	1	F
Natural Resources M	B321	10	1	F
Natural Resources M	B321	7	1	F
Research Specialist/GIS	B250	10	0.15	F

			3.15	_____
				=====

319.88

**BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION 12-23-2C**

WHEREAS, the Becker County Board of Commissioners has considered the services to be provided by Becker County in 2024 and the expenditures and revenues necessary; and

WHEREAS, the Becker County Board of Commissioners held a "2024 Tax Levy Public Input" on December 14, 2023, as required by law; and

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

1. Budgeted Revenues and Expenditures

FUNDS	2024 ADOPTED	
	REVENUES	EXPENDITURES
GENERAL – Fund 01	\$10,364,682	\$10,654,255
DESIGNATED RESERVES – Fund 02	356,154	340,311
PUBLIC TRANSIT – Fund 02	688,900	782,889
PUBLIC SAFETY – Fund 04	12,024,361	12,024,361
HIGHWAY – Fund 10	16,446,459	16,446,459
HUMAN SERVICES – Fund 11	18,878,295	18,878,295
RECREATION – Fund 15	361,476	609,359
RESOURCE DEVELOPMENT – Fund 16	156,618	331,859
ENVIRONMENTAL AFFAIRS – Fund 18	6,430,453	6,032,663
DEBT SERVICE – Fund 38	1,733,683	1,733,683
DITCHES – Fund 41	-	-
NATURAL RESOURCE MGMT – Fund 71	414,000	438,385
GRAVEL TAX – Fund 72	49,211	-
TOTAL	67,904,292	\$68,272,519

2. Becker County Tax Levy be certified to the County Auditor-Treasurer for collection for the Year 2024:

GENERAL	\$5,093,847
PUBLIC SAFETY	\$10,159,298
HIGHWAY	\$2,140,364
HUMAN SERVICES	\$7,151,761
RECREATION	-
DEBT SERVICE	\$1,550,458
TOTAL	\$26,095,728

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

Name of Applicant (Print or Type) Jason Plicity		
Address (Mailing) 2678 River Bend Dr. East		
City West Fargo	State N.D.	Phone No. 701 367 4598
Contact Person Jason Plicity		Phone No. 701 367 4598

The applicant herein applies pursuant to Minnesota Statute 282.04 Subd. 4 and other applicable statutes for an 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)

**E 33' of SW 1/4 of SE 1/4 of Sec. 27
S 27 of SE 1/4 of SE 1/4 of Sec. 27
10870 Spruce Street ~~Road~~ Lane**

Section 2. Legal Description of Property Benefiting From Easement: (Attach copy of deed)

**Sec 27 Twp 138 R037
SW 1/4 of NE 1/4 S of River
& NW 1/4 of SE 1/4 42 AC.**

Section 3. Additional Easement Requirements: (Are additional easements required to access property? Yes No) If yes, attach copies of signed easement agreements.

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.

**No action will be taken on this application until the application fee is submitted.
Make checks payable to Becker County.**

NOTE: Becker County strongly urges applicants to check with the County Zoning Office prior to making application for easement.

AGREEMENT

AGREEMENT between the County of Becker (hereafter "County") and Jason Plecity (hereafter "Landowner"); hereby agree as follows:

WHEREAS, the Landowner has made a request for the County to sponsor a utility easement to allow Lakes Region Electric Cooperative (LREC) to provide electrical service to Landowner's private property;

WHEREAS, the County is the owner of property legally described as follows:

The East Half (E1/2) of Southeast Quarter (SE1/4) and Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Twenty-Seven (27), Township One Hundred Thirty-Eight (138), Range Thirty-Seven (37) of Becker County, Minnesota.

WHEREAS, the Landowner is the owner of property legally described as follows:

The Southwest Quarter (SW 1/4) of the Northeast Quarter (NE1/4) South of River and Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Twenty-Seven (27), Township One Hundred Thirty-Eight (138), Range Thirty-Seven (37) of Becker County, Minnesota.

NOW, THEREFORE, the County and Landowner agree as follows:

- I. Landowner to pay all costs: Landowner will pay for all costs associated with LREC running electrical service across County's land, including but not limited to survey costs, appraised value of timber and stump removal necessary for LREC to provide said electrical service, and any costs associated with power line construction. County shall not be liable for any expenses for this project.

- II. Entire Agreement: This Agreement embraces the entire agreement between the parties.

IN WITNESS WHEREOF, County and Landowner have caused this Agreement to be executed by the person authorized to act in their respective names on the date shown below.

X

Mary Hendrickson

Mary Hendrickson
Becker County Auditor/Treasurer

X

Jason Plecity
Landowner

DATE

12/12/2023

DATE

9/24/23

EASEMENT

Date: _____

FOR VALUABLE CONSIDERATION, Becker County, a political subdivision of the State of Minnesota, Grantor, hereby conveys to Jason Plecity, Plecity Properties, LLC , and Lake Region Electric Company; Grantees, a *non-exclusive* easement located in Becker County, Minnesota, described as follows:

IN SECTION 27, TOWNSHIP 138N, RANGE 37

A non-exclusive 33' wide easement described as the East 33' of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 27, TWP. 138N, R. 037W and the South 33' of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 27, TWP 138N, R. 037 West of the Fifth Principal Meridian

together with all hereditaments and appurtenances belonging thereto.

This easement shall be non-exclusive. Construction and maintenance of a road on the easement shall be the sole responsibility of the Grantee. In the event of non-use, this easement reverts to the state in trust for the taxing district. Timber rights are retained by Becker County.

BECKER COUNTY

By _____

Barry Nelson
Its: Board Chair

By _____
Pat Oman
Its: County Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF BECKER)

The foregoing instrument was acknowledged before me this ___ day of _____ by Barry Nelson and Pat Ohman, respectively, the Board Chair and County Administrator of Becker County.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Lisa Tufts
Assistant Becker County Attorney
913 Lake Avenue
Detroit Lakes, MN 56501
(218) 847-6590
Atty Reg No. 0389805

Capital Improvement Expenditure Request Form



Date Requested: 12/12/2023

Department: Auditor-Treasurer

Department Head: Mary Hendrickson

EXPLANATION OF THE REQUEST

Purpose/Need: Request to purchase Pitney Bowes Postage Machine and Folder for all Departments in the Courthouse, and the Courts and Sheriff.

REQUEST AMOUNT: \$ 20,000

Postage Machine Cost \$14,924.68; Folding machine Cost \$3,833.50 both at 2023 State Contract pricing

Savings Achieved (Dollar Amount/Time/ Efficiency): This equipment is used by the Courts, Sheriff and all Courthouse Departments. We save .03 per first ounce on each envelope, estimate savings \$250 per month. Lease would cost an additional \$6,133.50 over 5 years.

Are There Sufficient Funds In Your Budget?

Yes No

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

Yes No

Please explain further, if necessary: Request to add to 2024 budget. Current equipment purchased in 2016, warranty expired in 2021.

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

Date Request Completed: 12/12/2023

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

F: (701) 451-4663
 P: (701) 235-2720
 4141 38th Street SW
 P.O. Box 9514
 Fargo, ND 58104
 www.dakotamailing.com



Mailing System Proposal for:
 Becker County Auditor

Pitney Bowes MailCenter 2000 with Weigh-on-the-way (WOW)

- 15" Detachable Touch Display
- 15 # scale
- Speed: 160 Letters/minute; 95 letters/minute WOW
- Adhesive Tape Roll Printer for packages (Cuts to size)
- 100 Cost Accounts
- 3/4" media thickness

Option #1: 60 month NASPO Valuepoint lease

First 12 months (maintenance free) \$372.67/month

Next 48 months (maintenance added in) \$421.87/month

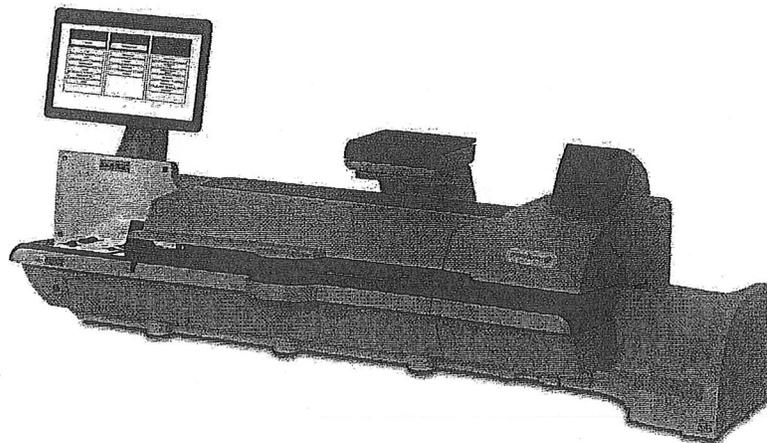
- Includes first free 12 months of equipment maintenance, postal rate changes, meter rental, shipping, installation/training

Option #2: NASPO Purchase Price \$14,225.20

- includes shipping, delivery, installation, and training

Monthly Meter Rental and Subscription (required) \$58.29/mo

Equipment Maintenance Agreement \$529.60/year



F: (701) 451-0663
F: (701) 235-2720

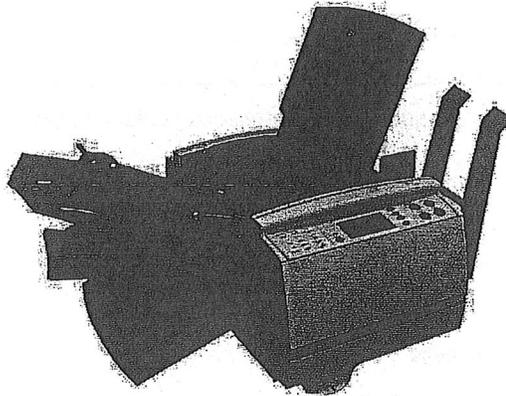


Pitney Bowes DF800 Folder

- Folds up to 13,000 pieces/hour
- 7 Different Folds
- Store up to 20 preset jobs

Purchase Price **\$3,833.50**

Annual Maintenance Agreement **\$416.80/year**



Earned sick and safe time employee notice

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. Employees must accrue at least one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year. A year for purposes of the employee's earned sick and safe time accrual is January 1 to December 31.

The earned sick and safe time hours the employee has available, as well as those that have been used in the most recent pay period, must be indicated on the employee's earnings statement that they receive at the end of each pay period. Earned sick and safe time must be paid at the same hourly rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

Notifying employer, documentation

An employer can require their employees to provide up to seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance before using sick and safe time. An employer can also require their employees to provide certain documentation regarding the reason for their use of earned sick and safe time if they use it for more than three consecutive days.

If an employee plans to use earned sick and safe time for an appointment, preventive care, or another permissible reason they know of in advance, inform they will need to inform their direct supervisor and or department head by an acceptable mode of communication set by the department. Such acceptable modes of communication may include phone, email, or text as far in advance as possible, but at least 7 days in advance. In situations where an employee cannot provide advance notice, the employee should contact their direct supervisor/department head via phone, email or text as defined by the department as soon as they know they will be unable to work.

13.0 Earned Sick and Safe Leave (ESST)

Purpose

The purpose of this policy is to outline the definitions, uses, and expectations Becker County has as an employer and of the employees of the County as it relates to the existing Sick and Safe Leave benefit. This document is to provide administrative guidance for implementation and functionality of the mandated benefit. This policy may be updated or revised pursuant to legislative changes without consideration of any other existing policies or past practices.

Minimum Accrual Requirements

Becker County is required to provide a minimum accrual of 1 hour of Earned Sick and Safe Time for every 30 hours worked with a maximum accrual per year of 48 hours for all positions within the County.

Definitions:

Domestic Abuse: An act that constitutes a violation under Minnesota Statute 518B.01.

Earned Sick and Safe Time: Leave, including paid time off and other paid leave types, that is paid at the same hourly rate an employee earns from employment that may be used for the same purposes and under the same conditions as provided under section 181.9447, but in no case shall this hourly rate be less than the State minimum wage as stipulated under section 177.24 or an applicable local minimum wage.

Employee: Any person who is employed by an employer, including temporary and part-time employees, who perform work for at least 80 hours in a year for that employer excluding independent contractors.

Employer: An entity who has one or more employees in the State of Minnesota, including a county, town, city, school district, or other governmental subdivision.

Health care professional: Any person licensed, certified, or otherwise authorized under federal or state law to provide medical or emergency services, including doctors, physician assistants, nurses, advanced practice registered nurses, mental health professionals, and emergency room personnel.

Sexual Assault: An act that constitutes “criminal sexual conduct” as specified in Minnesota Statutes 609.342 to 609.3453 or 609.352.

Stalking: An act that constitutes a violation under Minnesota Statute 609.749.
Year: For purposes of this policy, Becker County defines a year as January 1 to December 31.

Eligibility: An employee is eligible for Sick and Safe leave if they:

Draft rev 12/19/2023

- A. Work at least 80 hours in a year for an employer in Minnesota; and
- B. ~~Are not an independent contractor.~~
- C. Temporary and part-time employees are eligible for Safe and Sick time.
- D. ~~Safe and Sick time requirements will not apply to building and construction industry employees who are represented by a building and construction trades labor organization if a valid waiver of these requirements is provided in a collective bargaining agreement.~~
- E. Employees may request to take earned Safe and Sick leave at any time, including the probationary period. Personal Safe and Sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to certain reasons, including when an employee is sick, to care for a sick family member or to seek assistance if an employee or their family member has experienced domestic or **sexual** assault.
- F. An employee may use personal Safe and Sick leave benefits provided by the employer for absences due to an illness of or injury to the employee, or family members as defined in this section applies only to personal Safe and Sick leave benefits payable to the employee.
- G. An employee may use Safe and Sick leave as allowed under this section for:
 - 1. The Employee's mental or physical illness, treatment, or preventative care.
 - 2. A family member's mental or physical illness, treatment, or preventative care.
 - 3. Absence due to domestic abuse, sexual assault or stalking of the employee or family member.
 - 4. Closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency.
 - 5. When determined by a health authority or health care professional that the employee or family member is at risk of infecting others with communicable disease.
 - 6. Spouse, sibling, parent, (parent means the biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an applicant or the applicant's spouse or an individual who stood in loc parentis to an applicant when the applicant was a child), grandchild (grandchild means a child of the applicant's child), grandparent (grandparent means a parent of the applicant's parent), nephew/niece, aunt/uncle, child-in-law, sibling-in-law, any other individual related by blood or whose close association is the equivalent of a family relationship, up to one individual annually designated by the employee.

Providing Notice of Use of Earned Sick and Safe Time

If the need for use of Earned Sick and Safe Time is foreseeable, Becker County employees shall provide seven (7) days' notice, in writing, to the employee's immediate Supervisor to allow adequate time to arrange required coverage. If the need for use of Earned Sick and Safe Time is not foreseeable, the employee must provide notice as soon as practicable by contacting the employee's immediate Supervisor or as directed by the Supervisor.

Earned Sick and Safe Time Documentation

If an employee uses Earned Sick and Safe Time for more than three (3) consecutive days, Becker County may require the employee to provide reasonable documentation demonstrating the use is covered by one of the qualifying reasons, such as a signed statement by a health care professional, a court record, a signed document from a victim services organization, or a written statement from the employee indicating the employee is using or used Earned Sick and Safe Time for a qualifying purpose. Becker County will not require an employee to disclose details related to domestic abuse, sexual assault or stalking or the details of the employee's or the employee's family member's medical condition.

Expectations

The first 48 hours of sick and vacation accrual during the year will be designated as Earned Sick and Safe Time. Earned Sick and Safe Time accruals shall be depleted first. Accrued Earned Sick and Safe hours shall not be used to receive pay beyond scheduled work hours in a work week. Employees will not be allowed to carry a negative balance. In the event of an absence from any scheduled hours of work, employees shall be required to exhaust any available hours of paid leave (such as Earned Sick and Safe Time, General Sick, Vacation, Personal Days, Compensatory Time prior to taking no pay hours during a pay period.

(Rev 08/01/23 and 12/19/2023)

Employee Benefits

BECKER COUNTY recognizes the value of benefits to employees and their families. The agency supports employees by offering a comprehensive and competitive benefits program. For more information regarding benefit programs, please refer to the benefit company Summary Plan Descriptions (SPDs). To the extent the information provided here conflicts with the SPD or full plan document, the full plan document will control. Current benefits vendors approved for payroll deduction providing the below policies include Medica, Minnesota State Retirement System, Humana, Sun Life, Cigna, Nationwide, Avesis, and WEX. Payroll deductions for employee benefits will be authorized by the County Board on an annual basis. **If any plan participation drops below 10 employees that are utilizing the payroll deduction, then the option for payroll deductions will be eliminated.**

Medical, Retirement, Dental, Vision, Disability, Hospitalization, Critical Illness, and Accident Insurance

Full-time employees working 30 hours or more per week are eligible for insurance on the first of the month following 30 days of service. To keep coverage in force, every insured employee must work a minimum of 30 hours per week.

Medical Insurance

Becker County provides a single health care plan paid for by the employer. If the employee chooses, they may purchase a higher coverage plan and may add dependents on the plan at the employee's expense.

Retirement

Becker County abides by the statutory mandate of participating in the Minnesota PERA Retirement System which is a joint contribution by employer and employee. There is an appropriated the payments authorized by section MN Statue.

Eligibility, vesting, and all other matters relating to these plans are explained in the (SPD) that can be obtained from Minnesota PERA.

Workers' Compensation

Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of employment.

Becker County pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job.

The company abides by all applicable state workers' compensation laws and regulations. If an employee sustains a job-related injury or illness, it is important to notify the supervisor and HR immediately. The supervisor will complete an injury report with input from the employee and return the form to the HR department. HR will file the claim with the insurance company. In cases of true medical emergencies, report to the nearest emergency room.

Workers' compensation benefits (paid or unpaid) will run concurrently with FMLA leave, if applicable, where permitted by state and federal law. In addition, employees will not be paid vacation or sick leave for approved absences covered by the company's workers' compensation program, except to supplement the workers' compensation benefits such as when the plan only covers a portion of the employees' salary as allowed by state law.

Group Life Insurance

Becker County provides \$10,000 life insurance for full-time employees who work a minimum of 30 hours per week. The amount of coverage is determined by Sunlife based on the age of the employee. Employees are eligible for this benefit on the first of the month following 30 days of service. Employees have the option to purchase higher coverage beyond what is provided by the employer at the employee's expense.

Long-Term Disability

Long-term disability benefits are offered and paid in full by the employer on behalf of full-time employees working a minimum of 30 hours per week. If an employee becomes totally disabled and cannot work for an extended period, this coverage pays 60 percent of the employee's salary, up to the policy limits.

Long-term disability benefits will run concurrently with FMLA leave and/or any other leave as permitted by state and federal law.

Short-Term Disability

Short-term disability is meant to bridge the 90-day period until long-term disability can cover an employee. If an employee becomes disabled and cannot work for a short period of time, this coverage pays 60 percent of the employee's salary, up to the policy limits. This is a voluntary benefit and is funded solely by the employee. In addition, employees will not be paid vacation or sick leave for approved absences covered by the company's program, except to supplement the short-term disability benefits.

Short-term disability benefits may run concurrently with FMLA leave and/or any other leave as permitted by state and federal law.

Hospitalization, Accident and Critical Care Insurance

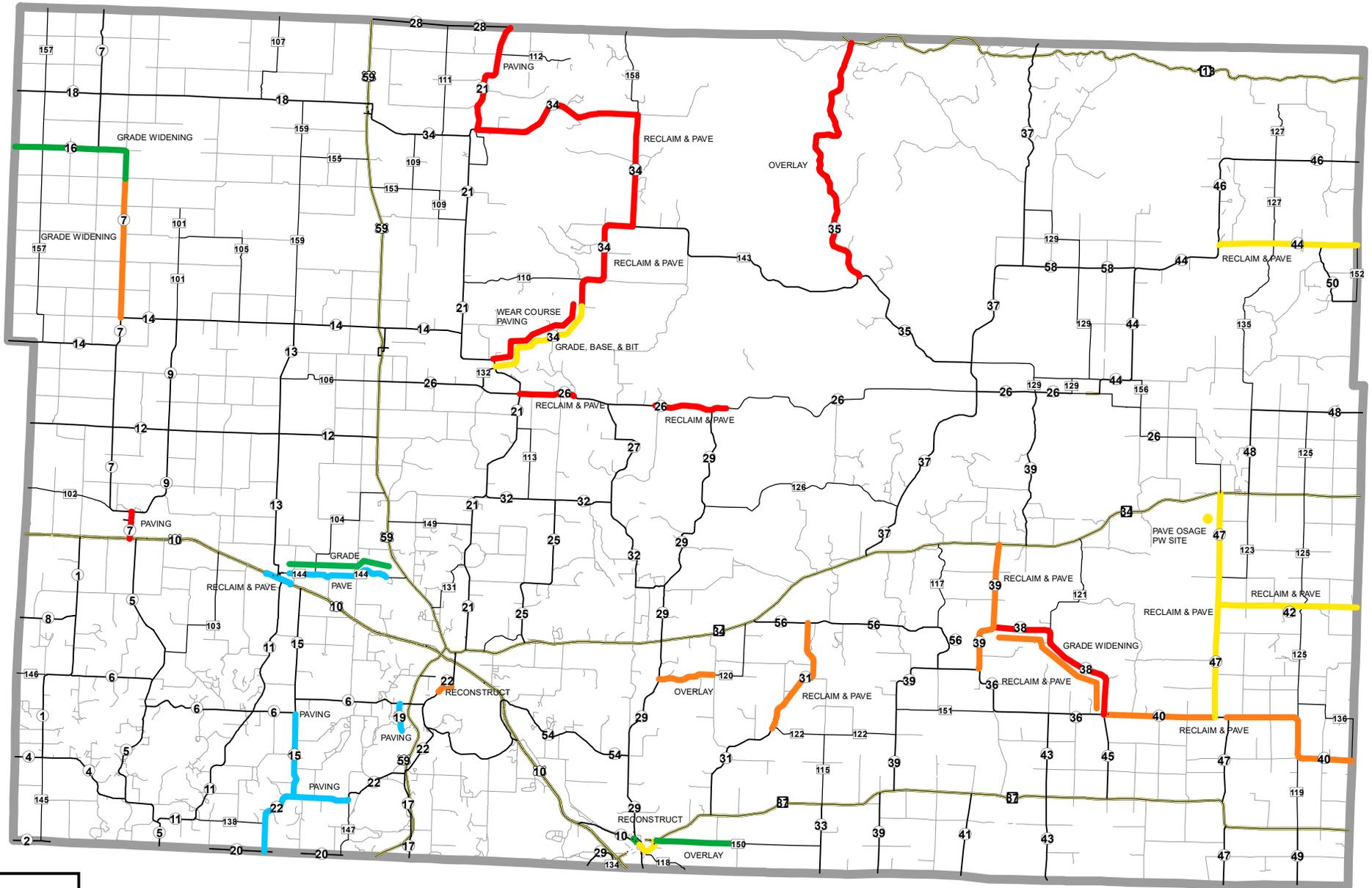
Hospitalization Accident and Critical Care Insurance is offered to full-time employees working a minimum of 30 hours per week. Employees are eligible for this benefit on the first of the month following 30 days of service. This is a voluntary benefit and is funded solely by the employee.

Employee Assistance Program

The employee assistance program (EAP) is a resource designed to provide highly confidential and experienced help for employees in dealing with issues that affect their lives and the quality of their job performance. Becker County wants employees to be able to maintain a healthy balance of work and family that allows them to enjoy life. The EAP is a confidential counseling and referral service that can help employees successfully deal with life's challenges.

Becker County encourages employees to use this valuable service whenever they have such a need. Employees who choose to use these counseling services are assured the information disclosed in their sessions is confidential and not available to the company, and the company is not given any information on who chooses to use the services. For questions or additional information about this program, employees may contact the HR department.

2024 BECKER COUNTY HIGHWAY FIVE YEAR PLAN



Prepared by:
 Becker County
 Highway Department
 12/7/2023

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 12-23-2I

**2024 Five Year Construction Improvement Plan
2024-2028**

WHEREAS, Becker County has published and presented to the public a proposed Five Year Construction Improvement Plan and comments were received regarding the proposed plan;

NOW, THEREFORE, BE IT RESOLVED: That the Becker County Board of Commissioners does hereby adopt the Becker County Highway Department 2024-2028 Five Year Construction Improvement Plan as presented to the public and is hereby approved as attached;

BE IT FURTHER RESOLVED:

1. That the County Engineer is hereby directed and authorized to advance the 2024 projects to the bid letting stage;
2. That the County Engineer is hereby directed and authorized to take such steps as may be necessary to advance the 2025 program to completion of the design construction plans and any right of way acquisition work required to achieve the goals of the program;
3. That the County Engineer is hereby directed and authorized to take such steps as may be necessary to advance the 2026 to 2028 program to the preliminary survey and preliminary engineering design of the projects listed in order to achieve the goals for the program;
4. That the Five-Year Construction Improvement Plan be subject to annual review and require County Board authorization.

Duly adopted this 19th day of December, 2023, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Pat Oman
Pat Oman
County Administrator

/s/ Barry Nelson
Barry Nelson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held December 19, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

Attachment A

2024 Becker County Solid Waste Hauler License Applications

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



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: December 13, 2023

SUBJECT: Adjustments to the “2024 BECKER COUNTY SOLID WASTE FEE SCHEDULE”

THROUGH: Environmental Services Committee

TO: Becker County Board of Commissioners

1. **Reference:** 2024 SOLID WASTE FEE SCHEDULE

2. **Discussion:** The 2024 Solid Waste Fee Schedule was approved by the County Board at the November 7th, 2023, Board meeting. There are some minor changes that staff is recommending being made, they are as follows:

	<u>2023 Rate</u>	<u>2024 Rate</u>	<u>2024 Amended Rate</u>
a. Appliances	\$5.00	\$8.00	\$5.50
b. Out of County Mattresses			\$14.00/mattress/box spring.
c. Box Springs (In County)			\$8.00/box spring
d. Car tires	\$2.00	\$3.00	\$2.25/tire
e. Ground waste wood			remove loading fee.

Out of County Mattresses - Becker County may receive mattresses from neighboring counties to be recycled, County cost to deconstruct/recycle mattresses is \$8.33 per mattress or box spring. The mattress disposal charge will be used to cover deconstruction and department overhead costs related to the mattress recycling program.

Box Springs – New rate in 2024, they had been charged as loose trash in the past.

Appliances and car tires – limit increase to 10%.

Ground wood waste – currently priced at \$20/ton plus loading charges. Recommend removing the loading charge.

3. **Funding:** Very minor financial impact to the solid waste fund.

4. **Action:** Recommend County Board Approval of the proposed changes to the 2024 Becker County Solid Waste Fee Schedule.

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

Motion to close the meeting pursuant to Minn. Stat. Section 13D.05 Subd. 3 (a) A public body may close a meeting to evaluate the performance of an individual who is subject to its authority. The public body shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the public body shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting.