



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, March 5, 2024 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 144 254 544#

- 8:15 Call the Board Meeting to Order: Board Chair Okeson
1. Pledge of Allegiance
- 8:20 Regular Business
1. Agenda Confirmation 3
  2. Minutes of February 20, 2024 5
- 8:25 Consent Agenda
1. Auditor-Treasurer 9
    - a) Regular Claims, Auditor Warrants, and Claims over 90 Days
    - b) December 2023 Cash, Investment, and Sales Tax Reports 10
  2. Claims Human Services, Public Health, and Transit
  3. Land Use
    - a) Demo Landfill Groundwater Testing 13
    - b) Demo Groundwater Monitoring Wells 23
    - c) Capital Purchase Request - MRF Air Lines 27
    - d) Capital Purchase Request - Pressure Washer 33
    - e) Capital Purchase Request - Semi Tractor 34
- 8:30 Commissioners
1. Open Forum
  2. Reports and Correspondence
  3. Appointments
- 9:00 Public Hearing
1. New Off-Sale Intoxicating Liquor License for Swanies Pub in Cormorant Township 48
- 9:10 County Administrator - Human Resources
1. Report
  2. On-Call Policy 49
  3. Update Out of State Travel Per Diem 51
  4. Employee Recognition
  5. Resolution 03-24-1C - Becker County Opposition to Transferring State Owned Tax Forfeit Lands Within The White Earth Forest to The White Earth Band of The Minnesota Chippewa Tribe 59
  6. Resolution 03-24-1H - County Coroner Appointment 60
  7. Executive Search

- 9:35 Auditor-Treasurer
1. License List 61
- 9:40 Becker Soil & Water Conservation District
1. Resolution 03-24-1A - Watercraft Inspector Compensation 62
  2. 2024 MN DNR Delegation Agreement - Watercraft Inspectors 63
- 9:45 Information Technology
1. SIEM TOOL 67
  2. MFA for on Site WIFI 68
- 9:50 Break
- 10:00 Sheriff
1. Squad Car Purchase 69
  2. Resolution 03-24-1D - Lakes Area Special Weapons and Tactical Team SWAT Mutual Aid Agreement 70
- 10:05 Probation
1. Resolution 03-24-1E - MN DOC - Comprehensive Plan for Becker County 98
- 10:25 Land Use/Environmental Services
1. Resolution 03-24-1B - Green Corps Worker Grant 101
- 10:30 Transit
1. Resolution 03-24-1G - Becker County Transit Procurement Policy 141
  2. Resolution 03-24-1F - Hire Two Part-Time Transit Bus Drivers 142
- 10:35 Planning & Zoning
1. Comprehensive Plan Update
- Adjourn



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1. Comprehensive Plan Update
- Adjourn

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, February 20, 2024, at 8:15 am

LOCATION: Board Room, Courthouse

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

Agenda/Minutes:

1. Agenda – Motion and second to approve agenda (Meyer, Jepson) carried.
2. Minutes – Moved and second to approve minutes of February 6, 2024, with the requested changes (Meyer, Jepson) carried.
3. Minutes – Moved and second to approve minutes of February 8, 2024, with the requested changes (Jepson, Nelson) carried.
4. Motion and second to approve the Consent Agenda (Meyer, Jepson) carried.

Commissioners:

1. Open Forum:
  - Joe Stenger – In support of Pat Oman.
  - Brian Ahlsten
    - Thank you for the support in the opposition of the redesigned Minnesota State Flag.
    - North Star Act – Not in favor, consider a resolution opposing.
2. Reports and Correspondence: Reports were provided on the following meetings:
  - Commissioner Meyer – Lakes County Service CO-OP, Union Negotiations, RAC, Courthouse, Finance.
  - Commissioner Jepson – Housing Subcommittee, Opioid Advisory Committee, EDA, Human Services.
  - Commissioner Nelson – Courthouse, Partnership 4 Health, Becker Bay Auction.
  - Commissioner Vareberg - Human Services, EDA.
  - Commissioner Okeson – Union Negotiations, NACo Legislative Conference, Finance.

County Administrator – Human Resources: presented by Carrie Smith.

1. Report.

- Union Negotiations have started.
- Will be attending the Legislative Conference starting today.
- Becker Bay Auction next month.
- IT Department On Call Policy – will bring back at a later date.

2. Executive Search for Assistant County Attorney Positions.

- Motion and second to approve DDA Proposal in the amount of \$12,000 which is covered by the County Attorney's budget (Jepson, Meyer) carried.

3. Classification and Compensation Study – Tessia Melvin.

- Discussion of the Options brought to the Finance Committee.
- Motion and second to approve the recommendation of the Finance Committee to implement Option 2 with implementation of the 1<sup>st</sup> pay period after April 1<sup>st</sup> (Jepson, Nelson) carried.

4. University of Minnesota Extension – Presented by Cecilia Amadou and Elliot Lawrence.

- Update of 4-H Impact in Becker County.

Auditor-Treasurer: presented by Mary Hendrickson.

1. License List.

- Motion and second to approve On-Sale w/Sundays - Renewal – Hotel Shoreham – Cole Hanson – Lakeview Twp (Okeson, Jepson) carried.
- Motion and second to approve Off-Sale – Renewal – Lakes Corner Liquors – Aaron Aslesen – Erie Twp (Jepson, Nelson) carried.
- Motion and second to approve Club On-Sale w/Sundays – Renewal – Green Valley Golf Course – Mike Levin – Cormorant Twp and Frazee Golf Course – Dan Kaldahl – Burlington Twp (Jepson, Meyer) carried.
- Motion and second to approve 3.2 On/Off-Sale w/Sundays – Renewal – Cedar Crest Resort – Brian Schneck – Maple Grove Twp (Jepson, Meyer) carried.
- Motion and second to approve Wine and Strong Beer On Sale – Renewal – Cedar Crest Resort – Brian Schneck – Maple Grove Twp (Jepson, Meyer) carried.
- Motion and second to approve On-Sale w/Sundays – New – Osage Bait & Tackle – Peggy Branstrom – Osage Twp (Jepson, Meyer) carried.
- Motion and second to approve 3.2 Off-Sale – New – Osage Bait & Tackle – Peggy Branstrom – Osage Twp (Jepson, Meyer) carried.
- Motion and second to approve Club On-Sale – Renewal – Cormorant Lakes Sportsman's Club – Lorry Zaeske – Cormorant Twp (Nelson, Meyer) carried.

- Motion and second to approve Temporary 1-4 Day On-Sale Liquor License – Detroit Mountain Recreation Area – Tom Thiel – March 2, 2024 – Erie Twp – (Jepson, Nelson) carried.
2. Memo to Board to Set Presidential Nomination Primary (PNP) Canvass Date.
    - Motion and second to set the PNP Canvass Date for March 7, 2024 at 3:00 p.m. to review and certify the election results with Courthouse Committee Commissioners to attend and the option of an alternate commissioner to attend if needed (Jepson, Meyer) carried.

Sheriff: presented by Shane Richard.

1. Motion and second to approve the Space Needs Feasibility Study Proposal by Klein McCarthy in the amount of \$5,500 (Nelson, Meyer) carried.

Land Use/Environmental Services: presented by Steve Skoog.

1. Motion and second to approve Resolution 02-24-2A – Public Land Survey System Grant Request – in the amount of \$300,00 to include up to an additional \$50,000 from the County Resource Development Fund (Vareberg, Nelson) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Memorandum of Understanding with Pelican River Watershed and Cormorant Watershed for Permitting Discussion.
2. Comprehensive Plan Update.
  - Workshop on Thursday - Commissioners from 10-12 and Focus Groups from 1-3.

Public Hearing – Minn. Stat. 375A.06 Subdivision 1 – Public Hearing on Written Charges Forming the Basis for Termination of the County Administrator.

1. Scott Whitty – Attorney for Pat Oman – Pat Oman will address the written charges he obtained by Ann Goering who is retained by the county. He does reserve the right to reopen this hearing on production of the document Commissioner Nelson received from Ms. Goering’s office prior to the February 6, 2024 Public Meeting. He has requested the document but has not received it to date.
2. Pat Oman – Response to Written Charges forming the Basis for Termination.
3. Ann Goering – Attorney for Becker County – need a motion to close the public hearing and then a motion to terminate.
4. Motion and second to close the Public Hearing (Okeson, Jepson) carried.

Consider Termination of the County Administrator.

1. Motion and second to terminate County Administrator Pat Oman (Nelson, Jepson).
  - Roll Call vote by Commissioner Okeson: Nelson-In Favor, Jepson-In Favor, Meyer-In Favor, Okeson-Opposed, Vareberg-Opposed.

Being no further business, Chair Okeson adjourned the meeting at 10:28 am.

<u>/s/</u>	Carrie Smith	<u>/s/</u>	John Okeson
	Carrie Smith		John Okeson
	Interim County Administrator		Board Chair

DRAFT





BECKER COUNTY BOARD OF COMMISSIONERS

Finance Committee Meeting

Date: Monday, March 4, 2024 at 8:30 AM

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

Administrator - Human Resources

1. Report
2. On-Call Policy
3. Update Out of State Travel Per Diem
4. Resolution 03-24-1H - County Coroner Appointment
5. Executive Search
6. Sheriff Hiring Bonus MOU

Auditor-Treasurer

1. Claims

Human Services

1. Claims Human Services, Public Health, and Transit

Becker Soil & Water Conservation District

1. Resolution 03-24-1A - Watercraft Inspector Compensation

Information Technology

1. SEIM TOOL
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Sheriff

1. Squad Car Purchase
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1. Demo Landfill Groundwater Testing
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3. Capital Purchase Request - MRF Air Lines
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6. Resolution 03-24-1B - Green Corps Worker Grant

Transit

1. Becker County Transit Procurement Policy
2. Hire Two Part-Time Transit Bus Drivers

Adjourn

**BECKER COUNTY  
CASH COMPARISON**

FUND	December 2022	December 2023	% Change	November 2023
<b>REVENUE FUND</b>				
<b>REVENUE FUND</b>	\$ 13,237,952.73	\$ 14,547,922.09	9.90%	\$ 13,628,551.57
<b>DESIGNATED</b>				
GO BOND SERIES 2022A	(755,936.85)	-	-100.00%	-
LAW LIBRARY	43,918.02	14,792.47	-66.32%	16,272.64
ATTORNEY'S FORFEITURES	73,279.27	79,157.22	8.02%	78,390.82
RECORDERS EQUIPMENT	137,559.23	26,636.53	-80.64%	103,606.42
RECORDERS ENHANCEMENT	149,399.58	92,420.58	-38.14%	132,425.58
TRANSIT	227,651.92	139,878.99	-38.56%	210,038.91
TRANSIT LOCAL RESERVE	35,923.49	36,426.09	1.40%	36,426.09
<b>TOTAL REVENUE FUND</b>	<b>\$ 13,149,747.39</b>	<b>\$ 14,937,233.97</b>	<b>13.59%</b>	<b>\$ 14,205,712.03</b>
<b>SPECIAL REVENUE FUNDS</b>				
<b>PUBLIC SAFETY</b>	\$ 3,022,947.48	\$ 4,085,671.35	35.16%	\$ 3,543,886.94
E-911	63,025.50	233,731.05	270.85%	241,784.61
<b>ROAD AND BRIDGE</b>	3,479,931.61	1,647,784.37	-52.65%	1,776,819.68
<b>HUMAN SERVICES</b>	8,350,216.19	10,238,057.58	22.61%	10,788,045.56
<b>RECREATION</b>	759,805.87	647,258.64	-14.81%	649,036.15
<b>AMERICAN RESCUE PLAN ACT</b>	6,048,440.31	-	-100.00%	-
<b>RESOURCE DEVELOPMENT</b>	979,318.86	1,018,070.41	3.96%	1,033,373.50
<b>ENVIRONMENTAL AFFAIRS</b>	2,647,009.68	1,407,422.57	-46.83%	1,710,300.05
<b>DEBT FUNDS</b>	949,268.77	1,434,191.06	51.08%	1,390,672.66
<b>DITCH FUND</b>	1,406.76	215.64	-84.67%	1,406.76
<b>SUNNYSIDE CARE CENTER</b>	1,879,254.01	2,368,546.82	26.04%	2,309,654.57
<b>NATURAL RESOURCE MGT</b>	255,241.63	160,466.40	-37.13%	221,325.39
<b>GRAVEL RESERVE</b>	480,811.49	516,592.28	7.44%	615,288.54
<b>OPIOID SETTLEMENT FUND</b>	287,420.09	356,757.87	24.12%	356,757.87
<b>LOCAL ASSISTANCE &amp; TRIBAL CONSISTENCY FUND</b>	-	167,187.18	100.00%	83,593.59
<b>GENERAL - SPECIAL</b>	246,658.36	3,604,886.34	1361.49%	3,728,819.55
<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>\$ 29,450,756.61</b>	<b>\$ 27,886,839.56</b>	<b>-5.31%</b>	<b>\$ 28,450,765.42</b>
<b>AGENCY FUNDS</b>				
<b>BCCI</b>	\$ 232,244.95	\$ 126,888.85	-45.36%	\$ 126,888.85
<b>TAXES AND PENALTIES</b>	893,785.24	938,338.83	4.98%	481,229.10
<b>CLEARING FUNDS</b>	535,515.20	517,852.59	-3.30%	320,598.90
<b>TOTAL AGENCY PASS THRU FUNDS</b>	<b>\$ 1,661,545.39</b>	<b>\$ 1,583,080.27</b>	<b>-4.72%</b>	<b>\$ 928,716.85</b>
<b>TOTAL CASH &amp; INVESTMENTS</b>	<b>\$ 44,262,049.39</b>	<b>\$ 44,407,153.80</b>	<b>0.33%</b>	<b>\$ 43,585,194.30</b>

**Becker County Sales & Use Tax**

<b>2014</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	606,000.00	129,165.85	735,165.85	(31,350.71)	703,815.14
<b>2015</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,925,000.00	199,199.05	2,124,199.05	(26,358.15)	2,097,840.90
<b>2016</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,912,893.48	209,748.19	2,122,641.67	(27,908.63)	2,094,733.04
<b>2017</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,172,000.00	233,642.63	2,405,642.63	(29,318.97)	2,376,323.66
<b>2018</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,281,000.00	365,457.85	2,646,457.85	(33,661.93)	2,612,795.92
<b>2019</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,452,000.00	222,944.01	2,674,944.01	(34,367.81)	2,640,576.20
<b>2020</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,563,000.00	279,602.16	2,842,602.16	(36,985.03)	2,805,617.13
<b>2021</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,957,000.00	376,489.88	3,333,489.88	(38,856.08)	3,294,633.80
<b>2022</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	3,230,000.00	485,045.29	3,715,045.29	(38,854.14)	3,676,191.15
<b>2023</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
November		25,992.00	25,992.00	(3,173.11)	22,818.89
December	235,000.00	34,023.52	269,023.52	(3,054.62)	265,968.90
January	251,000.00	24,252.98	275,252.98	(3,076.38)	272,176.60
February	214,000.00	34,982.77	248,982.77	(3,156.08)	245,826.69
March	198,000.00	24,856.10	222,856.10	(3,118.94)	219,737.16
April	231,000.00	32,779.63	263,779.63	(3,088.38)	260,691.25
May	244,000.00	21,709.12	265,709.12	(3,126.88)	262,582.24
June	358,000.00		358,000.00		358,000.00
July	406,000.00	39,763.41	445,763.41	(3,311.24)	442,452.17
August	357,000.00	20,525.95	377,525.95	(3,293.45)	374,232.50
September	387,000.00	16,108.32	403,108.32	(16,108.32)	387,000.00
October	325,000.00	<b>9,733.51</b>	334,733.51	<b>(3,175.32)</b>	331,558.19
November	<b>265,000.00</b>		265,000.00		265,000.00
	3,471,000.00	284,727.31	3,755,727.31	(47,682.72)	3,708,044.59
<b>2024</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
November			-		-
<b>December</b>			-		-
	-	-	-	-	-
<b>Grand Total</b>	<b>23,569,893.48</b>	<b>2,786,022.22</b>	<b>26,355,915.70</b>	<b>(345,344.17)</b>	<b>26,010,571.53</b>

\*\*\*Please note that Receipt 1 is not receipted until the next month AND Receipt 2 is not receipted for two months\*\*\*

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

**\*Bolded amounts corresponds to Monthly-Cash Comp\***

**Becker County  
Investment Analysis  
December 31, 2023**

Bank or Institution	Investment Number	Interest Rate	Yield Rate	Maturity Date	Book Value(Cost)	Fair Market Value	
<b>American National Bank</b>							
ANB CD	American Natl	23-06	3.940%	3.940%	4/10/24	245,000.00	245,000.00
<b>Community Development Bank of Ogema</b>							
CDB CD	CDBoO	09-13	4.500%	4.500%	6/17/24	500,000.00	500,000.00
CDB CD	CDBoO	13-1	1.900%	1.900%	2/15/24	425,000.00	425,000.00
<b>Midwest bank</b>							
MW CD	Midwest	0-39	4.040%	4.040%	12/8/24	96,000.00	96,000.00
MW CD	Midwest CDARS	10-09	4.450%	4.450%	7/6/24	1,000,000.00	1,000,000.00
<b>State Bank of Lake Park</b>							
SBLP CD	State Bank of LP	01-39	4.000%	4.000%	9/30/24	149,869.03	149,869.03
<b>United Community Bank of Frazee</b>							
UCB CD	UCBoF	23-07	3.710%	3.710%	5/3/25	200,064.30	200,064.30
<b>Raymond James</b>							
MK	Lake Park-Audubon MN GO	11-6	5.375%	3.652%	2/1/26	500,000.00	508,795.00
MK	Connecticut St Taxable Go Bond	20-14	3.310%	3.310%	1/15/26	564,114.72	488,705.00
MK	CD	20-15	0.350%	0.350%	9/1/24	114,000.00	110,095.50
MK	CD	21-02	0.820%	0.820%	3/1/26	244,054.30	225,853.25
MK	CD	21-06	1.000%	1.000%	4/1/25	303,945.00	286,164.00
MK	FHLB	22-02	4.000%	4.000%	6/29/26	500,000.00	495,820.00
MK	CD	22-07	4.850%	4.850%	11/9/26	244,000.00	243,824.32
MK	FHLB	23-03	4.240%	4.240%	2/17/28	250,000.00	246,645.00
MK	CD	23-04	4.950%	4.950%	3/24/26	225,000.00	225,627.75
MK	CD	23-06	4.600%	4.600%	7/7/26	100,000.00	99,422.00
MK	CD	23-07	5.250%	5.250%	2/27/26	240,000.00	242,167.20
<b>Wells Fargo Advisors (Formerly Wachovia Securities)</b>							
WFA CD	Texas Exchange Bk SSB CD	21-01	0.300%	0.300%	2/5/24	245,000.00	243,789.70
WFA	FHLBMSUCP	21-03	0.500%	0.500%	3/16/26	455,000.00	424,874.45
WFA	CD	21-04	0.300%	0.300%	5/14/24	245,000.00	240,577.75
WFA	CD	21-05	0.350%	0.350%	6/3/24	225,000.00	220,439.25
WFA	CD	21-07	1.000%	1.000%	8/8/26	215,000.00	194,663.15
WFA	CD	21-08	0.550%	0.550%	8/26/24	245,000.00	237,792.10
WFA	CD	22-01	1.100%	1.100%	1/31/25	245,000.00	234,651.20
WFA	BOND	22-03	2.750%	2.750%	4/30/27	326,476.93	317,430.30
WFA	CD	23-01	4.350%	4.350%	1/26/26	245,000.00	242,917.50
WFA	BOND	23-02	5.000%	5.000%	1/26/24	2,000,000.00	1,999,200.00
WFA	CD	23-08	5.050%	5.050%	10/27/26	245,000.00	245,982.45
WFA	BOND	23-09	5.199%	5.199%	4/30/24	1,133,023.48	1,138,500.00
WFA	BOND	23-10	5.450%	5.450%	11/15/24	245,000.00	245,605.15
WFA	BOND	23-11	4.950%	4.950%	6/6/25	245,000.00	244,777.05
WFA	BOND	23-12	4.800%	4.800%	12/8/25	245,000.00	245,024.50
<b>Total Pooled Investments - Securities</b>					<b>12,460,547.76</b>	<b>12,265,276.90</b>	

**Summary of Investments by Type**

**Investment Summary by Fund**

	Book Value	Fair Value	Revenue Fund	12,460,547.76	12,265,276.90
CD's	7,664,409.56	7,544,026.75			
CDARS	1,000,000.00	1,000,000.00			
Jumbo CDs					
Local Gov Issues	500,000.00	508,795.00			
Govt. Securities	678,114.72	598,800.50			
Treasury	1,623,023.48	1,627,399.95			
FNMA	0.00	0.00			
FHLBMSUCP	245,000.00	243,789.70			
FFCBB					
FHLB	750,000.00	742,465.00			
<b>Totals</b>	<b>12,460,547.76</b>	<b>12,265,276.90</b>	<b>Fair Market Value Adjustment</b>		<b>(195,270.86)</b>



# BECKER COUNTY

## Land Use Department

### Environmental Services

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

#### MEMORANDUM FOR ACTION

**Date:** March 5<sup>th</sup>, 2024

**SUBJECT:** 2024 Groundwater Testing Service – Permit SW-311

**THROUGH:** Environmental Services Committee

**TO:** Becker County Commission

1. **Reference:** Groundwater Testing Services
2. **Discussion:** Becker County is required to test the groundwater from the monitoring wells as a condition to the Demolition Landfill permit. This budgeted cost that will be billed as the work is performed by Alliance Technical Group. The cost by Alliance is based on their State contracted pricing. The total cost will be \$13,762.
3. **Funding:** Fund 18, this is a budgeted professional service
4. **Action:** County Board consideration and approval of the proposal by Alliance Technical Group to perform groundwater testing services in 2024 at the Becker County Demolition Landfill for the amount of \$13,762.00
5. The point of contact for this memorandum is [Steve.Skoog@co.becker.mn.us](mailto:Steve.Skoog@co.becker.mn.us) or by phone at 846-7310.

Distribution: County Commissioners  
County Administrator



February 21, 2024

Mr. Steve Skoog  
 Becker County Demolition Landfill  
 915 Lake Avenue  
 Detroit Lakes, MN 56501

**RE: Revised Proposal to Perform 2024 Groundwater Sampling and Laboratory Analysis**  
**AAS Proposal Number: 2024-0030-LR1 - Becker County Demolition Landfill**

Dear Mr. Skoog,

Alliance Analytical Services (AAS), part of Alliance Technical Group, appreciates the opportunity to provide Becker County Demolition Landfill (SW-311) with this proposal for groundwater sampling and lab analysis in the Spring and Fall 2024 as per Becker County Demolition Landfill’s Solid Waste Permit #SW-311.

The cost estimate below presents the pricing to conduct the 2024 groundwater sampling and laboratory analysis for the Becker County Demolition Landfill. This pricing is valid for the entirety of the 2024 calendar year and is based on Alliance’s contract number M-214266 with the State of Minnesota.

**Spring 2024 Sampling Event**

Alliance Analytical will sample 6 non-dedicated groundwater monitoring wells within the spring event window of March 14 – May 14, 2024. Three of the wells will be newly installed and will be tested for the extended list of parameters. If requested, we will also take a full round water levels at the adjoining closed landfill. The sampling and analytical costs are detailed in the table below:

**Routine Parameter list**

TASK/PARAMETER	METHOD	QUANTITY	PRICE	TOTAL
Project Coordinator	Per Hour	1	\$95.00	\$95.00
Field Tech II	Per Hour	20	\$82.50	\$1,650.00
Mileage – Truck	Per Mile	450	\$1.00	\$450.00
Portable Bladder Pump	Per Day	1	\$110.00	\$110.00
Water Quality Sonde	Per Day	1	\$50.00	\$50.00
Travel – Hotel	Per Night	1	\$135.00	\$135.00
Travel – Per Diem	Per Day	1	\$36.00	\$36.00
<b>Lab Analysis:</b>				
VOC’s – Water	EPA 8260D	7	\$132.00	\$924.00
Specific Conductance - Water	EPA 120.1	6	\$9.00	\$54.00
pH - Water	SM 4500-H+ B96	6	\$9.00	\$54.00
Chloride – Water	EPA 300.0	6	\$20.00	\$120.00
Sulfate – Water	EPA 300.0	6	\$20.00	\$120.00
Nitrate/Nitrite as N – Water	EPA 300.0	6	\$36.00	\$216.00

Continued on next page...

The 3 newly installed monitoring wells will also be tested for the following parameters from the extended list in Becker County Demolition Landfill Solid Waste Permit.

**Extended Parameter List**

TASK/PARAMETER	METHOD	QUANTITY	PRICE	TOTAL
Ammonia nitrogen	EPA 350.1	3	\$20.00	\$60.00
Alkalinity, total as CaCO3	EPA 310.2	3	\$16.00	\$48.00
Arsenic, dissolved	SW-846, 6020B	3	\$20.00	\$60.00
Barium, dissolved	SW-846-6010D	3	\$10.00	\$30.00
Boron, dissolved	SW-846, 6010D	3	\$13.00	\$39.00
Cadmium, dissolved	SW-846, 6020B	3	\$25.00	\$75.00
Chromium, dissolved	SW-846, 6020B	3	\$25.00	\$75.00
Copper, dissolved	SW-846, 6010D	3	\$10.00	\$30.00
Lead, dissolved	SW-846, 6020B	3	\$20.00	\$60.00
Manganese, dissolved	SW-846, 6010D	3	\$10.00	\$30.00
Mercury, dissolved	SW-846, 7470A	3	\$47.00	\$141.00
ICP – Sample Prep	N/A	3	\$13.00	\$39.00
ICP/MS – Sample Prep	N/A	3	\$24.00	\$72.00
Spring 2024 Total				\$4,014.00

**Late Spring/Early Summer 2024 Baseline Sampling Event**

Alliance Analytical will perform baseline groundwater sampling at the 3 new non-dedicated groundwater monitoring wells in June 2024.

TASK/PARAMETER	METHOD	QUANTITY	PRICE	TOTAL
Project Coordinator	Per Hour	1	\$95.00	\$95.00
Field Tech II	Per Hour	12	\$82.50	\$990.00
Mileage – Truck	Per Mile	450	\$1.00	\$450.00
Portable Bladder Pump	Per Day	1	\$110.00	\$110.00
Water Quality Sonde	Per Day	1	\$50.00	\$50.00
0.45 Micron inline filters	Each	3	\$17.00	\$51.00
Travel – Hotel	Per Night	1	\$135.00	\$135.00
Travel – Per Diem	Per Day	1	\$36.00	\$36.00
<b>Lab Analysis:</b>				
Specific Conductance - Water	EPA 120.1	3	\$9.00	\$27.00
pH - Water	SM 4500-H+ B96	3	\$9.00	\$27.00
Chloride – Water	EPA 300.0	3	\$20.00	\$60.00
Sulfate – Water	EPA 300.0	3	\$20.00	\$60.00
Nitrate/Nitrite as N – Water	EPA 300.0	3	\$36.00	\$108.00
VOC’s – Water	EPA 8260D	4	\$132.00	\$528.00
Ammonia nitrogen	EPA 350.1	3	\$20.00	\$60.00
Alkalinity, total as CaCO3	EPA 310.2	3	\$16.00	\$48.00
Arsenic, dissolved	SW-846, 6020B	3	\$20.00	\$60.00
Barium, dissolved	SW-846-6010D	3	\$10.00	\$30.00
Boron, dissolved	SW-846, 6010D	3	\$13.00	\$39.00
Cadmium, dissolved	SW-846, 6020B	3	\$25.00	\$75.00
Chromium, dissolved	SW-846, 6020B	3	\$25.00	\$75.00
Copper, dissolved	SW-846, 6010D	3	\$10.00	\$30.00
Lead, dissolved	SW-846, 6020B	3	\$20.00	\$60.00
Manganese, dissolved	SW-846, 6010D	3	\$10.00	\$30.00
Mercury, dissolved	SW-846, 7470A	3	\$47.00	\$141.00
ICP – Sample Prep	N/A	3	\$13.00	\$39.00
ICP/MS – Sample Prep	N/A	3	\$24.00	\$72.00
<b>June 2024 Baseline Sampling Total</b>				<b>\$3,486.00</b>



**Fall 2024 Sampling Event**

Alliance Analytical will sample 6 non-dedicated groundwater monitoring wells within the fall event window of October 1 – November 21, 2024, for the extended Fall list of parameters. If requested, we will also take a full round water levels at the adjoining closed landfill. The sampling and analytical costs are detailed in the table below:

TASK/PARAMETER	METHOD	QUANTITY	PRICE	TOTAL
Project Coordinator	Per Hour	1	\$95.00	\$95.00
Field Tech II	Per Hour	20	\$82.50	\$1,650.00
Mileage – Truck	Per Mile	450	\$1.00	\$450.00
Portable Bladder Pump	Per Day	1	\$110.00	\$110.00
Water Quality Sonde	Per Day	1	\$50.00	\$50.00
0.45 Micron inline filters	Each	6	\$17.00	\$102.00
Travel – Hotel	Per Night	1	\$135.00	\$135.00
Travel – Per Diem	Per Day	1	\$36.00	\$36.00
<b>Lab Analysis:</b>				
Specific Conductance - Water	EPA 120.1	6	\$9.00	\$54.00
pH - Water	SM 4500-H+ B96	6	\$9.00	\$54.00
Chloride – Water	EPA 300.0	6	\$20.00	\$120.00
Sulfate – Water	EPA 300.0	6	\$20.00	\$120.00
Nitrate/Nitrite as N – Water	EPA 300.0	6	\$36.00	\$216.00
VOC’s – Water	EPA 8260D	7	\$132.00	\$792.00
Ammonia nitrogen	EPA 350.1	6	\$20.00	\$120.00
Alkalinity, total as CaCO3	EPA 310.2	6	\$16.00	\$96.00
Arsenic, dissolved	SW-846, 6020B	6	\$20.00	\$120.00
Barium, dissolved	SW-846-6010D	6	\$10.00	\$60.00
Boron, dissolved	SW-846, 6010D	6	\$13.00	\$78.00
Cadmium, dissolved	SW-846, 6020B	6	\$25.00	\$150.00
Chromium, dissolved	SW-846, 6020B	6	\$25.00	\$150.00
Copper, dissolved	SW-846, 6010D	6	\$10.00	\$60.00
Lead, dissolved	SW-846, 6020B	6	\$20.00	\$120.00
Manganese, dissolved	SW-846, 6010D	6	\$10.00	\$60.00
Mercury, dissolved	SW-846, 7470A	6	\$47.00	\$282.00
ICP – Sample Prep	N/A	6	\$13.00	\$78.00
ICP/MS – Sample Prep	N/A	6	\$24.00	\$144.00
Fall 2024 Total				\$5,503.00
Total for 2024				\$13,762.00

Sampling will include the recording of field parameters as required in Permit SW-303 (appearance, Eh, specific conductance, temperature, dissolved oxygen, and turbidity).

This cost estimate is predicated on Net 30-day payment terms (as outlined in more detail in the enclosed Terms & Conditions). AAS invoices upon completion of laboratory work and offers a 1% discount if payment is received upon receipt of the Draft Report.

AAS encourages customers to issue Purchase Orders for 15% more than the lump sum cost estimate to account for any potential additional charges.

**To move forward with this project, please sign and return the enclosed Proposal Acceptance Sheet and issue a Purchase Order for the applicable amount to [PO@AllianceTG.com](mailto:PO@AllianceTG.com)**

We look forward to continuing to work with you on this project. Please do not hesitate to contact us at (763) 786-6020 to discuss this proposal.

Sincerely,  
**Alliance Analytical Services**



Robin R. Worlie  
Laboratory Services Administrator

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# Proposal Acceptance

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Customer Proposal Acceptance

I have reviewed and accept this Proposal and the Terms & Conditions included herein. By signing the below, I am awarding this business to Alliance Source Testing and am authorizing them to proceed with this project.

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**TERMS AND CONDITIONS FOR SERVICES - ALLIANCE  
TECHNICAL GROUP, LLC**

Alliance Technical Group, LLC ("ATG") hereby agrees to sell and furnish to Client, and Client agrees to purchase and acquire from ATG certain services and related items ("Services") as set forth in one or more ATG proposal(s), purchase agreement(s), purchase order(s) or similar instrument(s) by which ATG is providing Services to Client (herein collectively "Agreement(s)"). All Agreements are subject to the following terms and conditions (the "Terms"), and such Terms are accepted without modification by Client in connection with any request by Client for Services from ATG and are incorporated into all documents pertaining to services performed by ATG as if fully set forth therein.

1. **PAYMENT TERMS.** ATG shall invoice periodically for work done or to be done, as appropriate. Client agrees to pay the ATG invoice in full within 30 days from the date of ATG's invoice. If the Services include delivery of a draft report, ATG will grant Client a 1% discount on the total invoice amount if payment is received on or before the draft report delivery dates set for in the Agreement. Client shall inform ATG of any disputed charges within 5 business days of receiving the invoice. Should an invoice need to be amended, the original invoice transmittal date shall still apply for purposes of determining the payment due date. If payment is not received by ATG from Client by the due date, Client agrees to pay interest on the past due amount at a rate of one percent (1%) per month until paid (but not more than the maximum rate of interest allowed by applicable law), and further agrees to pay reasonable costs of collection incurred by ATG, including without limitation, court costs and attorney's fees. No deduction shall be made from the ATG invoice on account of liquidated damages or other sums withheld from payments to contractors or others.

2. **TERMINATION.** Either party may terminate the Agreement with or without cause upon 30 days' written notice to the other party. In the event Client requests termination prior to completion of the project, Client agrees to pay ATG for all costs incurred through the date of notice of termination, plus reasonable charges associated with termination of the work.

3. **TAXES.** Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder.

4. **CHANGE ORDERS.** If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. ATG shall, within a reasonable time after such request, provide a written estimate to Client of (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges for the Services arising from the change; (iii) the likely effect of the change on the Services; and (iv) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing. Notwithstanding the foregoing, ATG may, from time to time change the Services without the consent of Client provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Agreement. ATG may charge for the time it spends assessing and documenting a change request from Client on a time and materials basis.

5. **PERFORMANCE, WARRANTIES.** ATG will perform the Services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of the profession practicing in the same or similar locality. ATG shall use reasonable efforts to meet any performance dates specified in the Order Confirmation, and any such dates shall be estimates only. ATG shall not be liable for a breach of the warranty set forth herein unless Client gives written notice of the defective Services, reasonably described, to ATG within 30 days of the time when Client discovers or should have discovered that the Services were defective. Subject to the foregoing and for a period of 12 months after performance of the Services, ATG will, in its sole discretion, either repair or reperform such Services (or the defective part), or credit or refund the price of such Services at the pro rata rate. **THE REMEDIES SET FORTH IN THIS SECTION SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND ATG'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED RELATED TO ATG'S PROFESSIONAL CERTIFICATION OR BY ATG'S ORAL OR WRITTEN REPORTS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH**

**WARRANTIES ARE EXPRESSLY DISCLAIMED. THIS WARRANTY IS EXCLUSIVE, AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

6. **INSURANCE.** ATG maintains insurance coverage as follows:

- a. Worker's Compensation insurance – applicable statutory amounts
- b. Commercial General Liability Insurance - \$1,000,000 per occurrence / \$10,000,000 excess
- c. Professional Errors & Omissions - \$1,000,000 per claim / \$10,000,000 excess
- d. Pollution Liability Insurance - \$1,000,000 per claim / \$10,000,000 excess
- e. Automobile Liability Insurance - \$1,000,000 combined single limit

7. **SITE OPERATIONS:** Client will arrange for right-of-entry to the property for the purpose of ATG performing the Services. Client represents that it possesses necessary permits and licenses required for its activities at the site. Client shall advise ATG in writing of any underground or over-ground obstructions at the site, including utilities. ATG will give special instructions to the ATG field personnel. ATG is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions on Client premises. Except for ATG's gross negligence or willful misconduct, and to the maximum permitted by law, Client shall indemnify and hold harmless ATG, and its directors, officers, employees, and agents (collectively "ATG Indemnitees") from and against any and all claims, losses, damages, suits, fees, judgments, costs, and expenses (collectively "Claims") including attorney's fees incurred in response to such Claims, that the ATG Indemnitees may suffer or incur arising out of or connected with performance of ATG's duties at the Client site. ATG will take reasonable precautions to minimize damage to the property caused by the ATG operations. Sample locations described in the ATG report or shown on sketches are based on specific information furnished by others or estimates made in the field by the ATG personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the ATG proposal or report.

8. **FIELD REPRESENTATIVE:** The presence of the ATG field personnel, either full-time or part-time, will be for the purpose of providing observation and field testing of specific aspects of the project as authorized by Client. Should a contractor not retained by ATG be involved in the project, Client will advise contractor that the ATG Services do not include supervision or direction of the work of the contractor, its employees or agents, unless previously agreed upon in writing. Client will also inform contractor that the presence of the ATG field representative or observation or testing by ATG will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications. If a contractor (other than a subcontractor to ATG) is involved in the project, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. It is agreed that ATG will not be responsible for job or site safety on the project and that ATG does not have the duty or right to stop the work of the contractor.

9. **UNFORESEEN CONDITIONS OR OCCURRENCES:** It is possible that unforeseen conditions or occurrences may be encountered which could substantially alter the Services or the risks involved in completing the Services. If this occurs, ATG will promptly notify and consult with Client, but will act based on ATG's sole judgment where risk to the ATG personnel is involved. Possible actions could include (i) Complete the original Services in accordance with the procedures originally set out in the ATG proposal, if practicable in ATG's sole judgment; (ii) mutually agree with Client to modify the Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision to be agreed to in writing prior to ATG continuing services; or (iii) terminate the service effective on the date specified by ATG in writing (in which case Client agrees to pay ATG for all costs incurred through the date of notice of termination, plus reasonable charges associated with termination of the work).

10. **FORCE MAJEURE.** If performance of these Terms, the Services, or the Agreement by either party is prevented by reason of any event or act which is beyond the reasonable control of the party affected (including, but not limited to, Acts of God, fire, flood, explosion, war, strike, embargo, epidemic, pandemic, government requirement or natural disaster), such party shall, upon

giving prior written notice to the other party, be excused from such performance to the extent of such prevention, provided that the party so affected shall use its best efforts to avoid or remove such causes of nonperformance, and shall continue to perform under this Agreement with the utmost dispatch whenever such causes are removed.

11. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL ATG'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO ATG PURSUANT TO THE AGREEMENT GOVERNING THE SERVICES.

12. **CLIENT DISCLOSURE:** Upon execution of the Agreement, Client shall notify ATG in writing of any hazardous substances or any condition, known or that should be known by Client, existing in, on, or near the site that might present a potential danger to human health, the environment, or equipment. Client agrees to provide continuing information as it becomes available to the Client in the future during the course of provision of Services by ATG. By virtue of entering into an Agreement or of providing services to Client, ATG does not assume control of or responsibility for the site or the person in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment.

13. **ENVIRONMENTAL INDEMNITY.** In connection with toxic or hazardous substances or constituents, Client agrees to the maximum extent permitted by law to defend, hold harmless and indemnify the ATG Indemnitees from and against any and all Claims, unless caused by ATG's gross negligence or intentional misconduct, resulting from (i) Client's violation of any federal, state or local statute, regulation or ordinance relating to the disposal of toxic or hazardous substances or constituents; (ii) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substance or constituents found or identified at the site; (iii) Toxic or hazardous substance or constituents introduced at the site by Client or third persons before or after the completion of services herein; (iv) Allegations that ATG is a handler, generator, operator, treater or store, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law; (v) Claims related to personal injury or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the site before, during or after the performance of Services.

14. **DOCUMENTS.** ATG will furnish to Client the agreed upon number of reports and supporting documents. ATG reserves the right to withhold the delivery of reports and supporting documents until payment has been received on outstanding invoices. These instruments of service are furnished exclusively for Client's use in connection with the project or work performed for Client pursuant to the Agreement and ATG will not share with any third parties without the prior written consent of Client. All documents generated by ATG pursuant to any Agreement or otherwise, including without limitation all intellectual property rights associated with such documents, shall remain the sole property of Client. If Client desires to provide any ATG report to a third party that is not used for regulatory approvals and ATG agrees in writing to provision of the ATG report to such third party, Client shall obtain written acceptance from the third party to be bound by these terms and conditions prior to making the ATG report available to such third party. Client agrees that all documents furnished to Client or Client's agents or designers, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that documents produced by ATG pursuant to any Agreement or otherwise will not be used at any location or for any project not expressly provided for in the related Agreement without ATG's prior written approval. Client shall furnish documents or information reasonably within Client's control and deemed necessary by ATG for proper performance of the

ATG services. ATG may rely upon Client-provided documents in performing the services required under any Agreement, however, ATG assumes no responsibility or liability for the accuracy of Client-provided documents. Client-provided documents will remain the property of the Client. Any unauthorized use or distribution of ATG reports shall be at Client's sole risk and without liability to ATG, and Client shall indemnify and hold ATG Indemnitees harmless from any Claims related to or resulting from such use or distribution.

15. **GOVERNING LAW; DISPUTE RESOLUTION.** All questions concerning the validity, interpretation and performance of these Terms or the Agreement will be governed by and decided in accordance with the laws of the State of Alabama, without regard to its conflict of law principles. The parties agree to attempt to resolve any dispute without resort to litigation. Such dispute shall first be submitted to nonbinding mediation to be conducted in Morgan County, Alabama unless the parties mutually agree otherwise. In the event the parties are unable to reach a settlement of any dispute arising out of the services provided to Client by ATG, then such disputes shall be settled by binding arbitration in Morgan County, Alabama by an arbitrator to be mutually agreed upon by the parties, and shall proceed in accordance with the rules of the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining. If the parties cannot agree on a single arbitrator, then the arbitrator(s) shall be selected in accordance with the above referenced rules. If the claimant fails to prevail, then the claimant shall pay all costs of the party defending the claim, including reasonable attorney's fees. Notwithstanding the foregoing, this paragraph shall not apply to any action instituted for the collection of any amount invoiced to Client for products sold, services rendered or similar matters for the collection of money due by Client to ATG.

16. **INTELLECTUAL PROPERTY.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Client under this Agreement or prepared by or on behalf of ATG in the course of performing the Services, including any items identified as such Agreement (collectively, the "Deliverables") except for any Confidential Information of Client or Client materials shall be owned by ATG. ATG hereby grants Client a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services.

17. **CONFIDENTIALITY.** During provision of the services hereunder (the "Authorized Purpose") one Party may acquire the other Party's confidential information. "Confidential Information" means the proprietary or confidential information of each Party, relating in any way to the business and affairs of each Party, or proprietary or confidential information of a third party to which a Party has access that one Party (the "Receiving Party") may acquire from the other Party (the "Disclosing Party") as a result of discussions of work performed pursuant to any Agreement. Confidential Information includes any information marked as confidential, but also includes any information which the Parties in good faith and good conscience ought to treat as confidential. Each Party acknowledges that all Confidential Information is very valuable to each respective Party and shall maintain all Confidential Information in strict confidence. Each Party further agrees that such Confidential Information shall not be used or disclosed, except as follows: (i) each Party agrees to use Confidential Information only for the Authorized Purpose and agrees not to use any Confidential Information for the benefit of anyone other than the other Party to the Agreement; (ii) each Party agrees to limit access to Confidential Information to its officers, directors, employees and agents ("Personnel") who have a need to know the Confidential Information for the Authorized Purpose and shall instruct such Personnel to not disclose Confidential Information except as allowed under these Terms or the Agreement; and (iii) each Party agrees not to copy, reprint, duplicate or recreate the Confidential Information without the prior express written consent of the other Party. Unless otherwise required by contract or law, upon either termination of the applicable Agreement or of these Terms as set forth herein or upon written request by the Disclosing Party, the Receiving Party shall cease use and return or destroy all of the Disclosing Party's Confidential Information in the Receiving Party's possession or control.

18. **SEVERABILITY.** If a court of competent jurisdiction declares any term, condition or provision of these Terms or the Agreement invalid or unenforceable, the remainder of the Terms and the Agreement shall not be

affected and shall remain in full force and effect.

19. SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of these Terms and the Agreement allocating responsibility or liability between Client and ATG (or with respect to warranty or indemnification) shall survive the completion of the services and the termination of these Terms and the Agreement.

20. INTEGRATION. These Terms and the Agreement, along with any attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties. These Terms and the Agreement prevail over any of Client's general terms and conditions regardless of whether or when Client has submitted its purchase agreement(s), purchase order(s) or similar instrument(s). Provision of Services to Client does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms or the Agreement.

Rev. 10072022



# BECKER COUNTY

## Land Use Department

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

### MEMORANDUM FOR ACTION

Date: March 5<sup>th</sup>, 2024

SUBJECT: Construction of Groundwater Monitoring Wells – Permit SW-311

THROUGH: Environmental Services Committee

TO: Becker County Commission

1. Reference: Expansion of the Becker County Demolition Landfill.
2. Discussion: Becker County is required to install three (3) additional ground water monitoring wells as a condition to the expansion of the Demolition Landfill, the new demolition landfill cell was constructed in 2023. Staff solicited two quotes to drill the monitoring wells, they were from Cascade Drilling & Technical Services for \$17,012 and from Traut Wells for \$24,056.

Cascade will be onsite drilling groundwater monitoring wells for the MPCA closed landfill and will coordinate the drilling of the County monitoring wells at the same time.

3. Funding: Fund 18.
4. Action: Board motion and approval of the proposal by Cascade Drilling & Technical Services to drill three monitoring wells at the Becker County Demolition Landfill for the amount of \$17,012.00
5. The point of contact for this memorandum is [Steve.Skoog@co.becker.mn.us](mailto:Steve.Skoog@co.becker.mn.us) or by phone at 846-7310.

Distribution: County Commissioners  
County Administrator

### Proposal

February 26, 2024

Widseth  
7804 Industrial Park Road  
Baxter, MN 56425

Att: Mike Pederson (320-335-5059) Email: Mike.Pederson@Widseth.com  
Re: Becker County Demolition Landfill - 2441 Co Rd 144, Detroit Lakes, MN, 56501

#### Scope

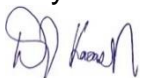
- 3 (36' - 46' = 121') 4" Continuous Core x 6" Sonic Liner Borings, Convert into 2" Monitor Wells w/ 10' Sch40 PVC Flushtread 10 slot Screen, Sch40 PVC Flushtread Riser, HS Bentonite Grout, 6" Protop w/ Locking Cap, Develop

Assume Thin Spread Drill Fluid & Drill Cuttings

Service	Unit	Qty	Price	Total
Mobilization / Demobilization	Ea	1	\$3,000.00	\$ 3,000.00
Environmental Well Notification	Ea	1	\$350.00	\$ 350.00
Per Diem (3 Person Crew)	Night	3	\$570.00	\$ 1,710.00
Project Coord & Report	Ls	1	\$3,000.00	\$ 3,000.00
<b>3 (36' - 46') 2" Monitor Wells</b>				
Set Up Charge	Ea	3	\$550.00	\$ 1,650.00
6" Sonic, 4" Core (0-100')	Ft	121	\$56.00	\$ 6,776.00
2" Sch 40 PVC Slotted Screen	Ft	30	\$22.00	\$ 660.00
2" Sch 40 PVC Fish Thread Riser	Ft	97	\$20.00	\$ 1,940.00
Sand Pack, Grout Annulus	Ft	121	\$20.00	\$ 2,420.00
Development	Hr	3	\$400.00	\$ 1,200.00
6" Protective Casing with Locking Cap	Ea	3	\$450.00	\$ 1,350.00
<b>Misc</b>				
Access Time	Hr		\$400.00	\$ -
Standby Time	Hr		\$400.00	\$ -

**Estimated Total \$ 24,056.00**

Prices are subject to change if work is not completed within 120 days of issuance, unless arranged  
Daryl Karasch - President / Sonic Drill Manager







Account Name	Becker County	Bid Date	2/23/2024
Address	24413 Co Rd 144 Detroit Lakes, MN 56501	Quote Number	
		Quote Revision Date	
		Project Name	Becker County Landfill
Contact Name	Steve Skoog	Project Address	24413 Co Rd 144
Email	<a href="mailto:steve.skoog@co.becker.mn.us">steve.skoog@co.becker.mn.us</a>	Project City	Detroit Lakes
Phone	218-846-7310	Project State	Minnesota
Bill To Account Number		Project Zip	56501

**Cascade Rep Contact Information**

Prepared By	Chad Johnson	Email	<a href="mailto:cjohnson@cascade-env.com">cjohnson@cascade-env.com</a>
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**Scope of Work**

Drill Sonic three monitoring wells to an estimated 36', 39' and 46'. Cascade can call in the utilities however it is the owners/clients responsibility to have the locations marked before the one call will be placed. If the locations are not marked Cascade will not call in the one call. **Due to a volatile pricing environment, Cascade is unable to guarantee the pricing for a period longer than SIX MONTHS from the date of the bid submittal. If the work extends past this DATE, the agreement can be amended to extend the period of performance and address any potential adjustment in pricing resulting from actual increases in costs of labor, materials, and fuel. If you would like to discuss it further, please feel free to reach out to your CASCADE CONTACT.**

Description	Quantity	Unit	Sales Price	Subtotal
Mobilization (if separate mob is needed)		Each	\$ 4,500.00	
MDH Well Permit	3	Each	\$ 350.00	\$ 1,050.00
Per Diem & Lodging	2	Days	\$ 475.00	\$ 950.00
4" X 6" Sonic Drilling (Overburden)	121	Feet	\$ 42.00	\$ 5,082.00
4" X 6" Sonic Drilling (Bedrock/Sandstone)		Feet	\$ 65.00	
2" PVC Well Installation	121	Feet	\$ 30.00	\$ 3,630.00
6" Borehole Abandonment		Feet	\$ 10.00	
IDW Handling/Decon/Site Cleanup	1	Hours	\$ 450.00	\$ 450.00
Move and Setup	3	Each	\$ 950.00	\$ 2,850.00
Well Development (assumes 1 hour per well)	3	Hours	\$ 450.00	\$ 1,350.00
Stick Up Well Completion	3	Each	\$ 550.00	\$ 1,650.00
Bumper Posts		Each	\$ 175.00	
55-Gal Drums		Each	\$ 135.00	
Water Haul (if not onsite)		Each	\$ 350.00	
Standby/Access Delay		Hours	\$ 475.00	
		Pre-Tax Total	\$17,012.00	
		Tax Percentage		
		Taxes		
		Quote Total	\$17,012.00	

Minnesota: 209 LEMIEUR ST, LITTLE FALLS MN 56345 ♦ (320) 632-6552

This quote is based on information provided by you and is valid for 45 days from the bid date. Unless previously agreed, Cascade requires a 2-week notice prior to mobilization. Your firm is responsible for 1) Obtaining any site specific permits, 2) Locating and clearly marking underground installations or utilities, 3) Furnishing dig Alert numbers at least three working days prior to scheduled start date and proof of private locating services, 4) Obtaining access to site with no overhead wires within 20' of the holes. Cascade Drilling shall not be responsible for damages to underground improvements not clearly and accurately marked. If bedrock, cobbles, flowing sands or other adverse or unsafe drilling conditions are encountered, drilling may continue on a time and materials basis or be terminated at the discretion of Cascade. Additional costs may apply if scope is significantly changed. Well development by others may void some or all of Cascade warranties of workmanship and materials. Prices assume standard labor rates and no work hour restrictions. Due to a volatile pricing environment, Cascade is unable to guarantee the pricing for a period longer than SIX MONTHS from the date of the bid submittal. If the work extends past this DATE, the agreement can be amended to extend the period of performance and address any potential adjustment in pricing resulting from actual increases in costs of labor, materials, and fuel. If you would like to discuss it further, please feel free to reach out to CASCADE CONTACT.



Account Name	Becker County	Bid Date	2/23/2024
Address	24413 Co Rd 144 Detroit Lakes, MN 56501	Quote Number	
		Quote Revision Date	
		Project Name	Becker County Landfill
Contact Name	Steve Skoog	Project Address	24413 Co Rd 144
Email	<a href="mailto:steve.skoog@co.becker.mn.us">steve.skoog@co.becker.mn.us</a>	Project City	Detroit Lakes
Phone	218-846-7310	Project State	Minnesota
Bill To Account Number		Project Zip	56501

**Cascade Rep Contact Information**

Prepared By	Chad Johnson	Email	<a href="mailto:cjohnson@cascade-env.com">cjohnson@cascade-env.com</a>
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Cascade will perform the Work as described in this proposal subject to the terms and conditions posted at <https://cascade-env.com/resources/other/terms-and-conditions/> unless MSA is already established between Cascade and Client in which case MSA takes precedence over the aforementioned terms and conditions. By signing this proposal, Client agrees that this proposal together with the terms and conditions referenced above constitute a Subcontract. Client acknowledges that Client has received and agrees with all such documents in the form provided by Cascade. Terms and Conditions are posted and accessible at the website location set forth above.

\_\_\_\_\_  
Signature of Client/Owner Authorized Representative

\_\_\_\_\_  
Signature of Authorized Cascade Representative

\_\_\_\_\_  
Name & Title of Authorized Representative and Company

\_\_\_\_\_  
Name & Title of Authorized Cascade Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Capital Improvement Expenditure Request Form



Date Requested: 3/5/2024

Department: Land Us/Environmental Services

Department Head: Steve Skoog

### EXPLANATION OF THE REQUEST

Purpose/Need: Install Air Supply Lines in the Material Recovery Facility (MRF)

REQUEST AMOUNT: \$ 11,381.00

Savings Achieved (Dollar Amount/Time/ Efficiency): The air supply lines will be used for cleaning filters on stationary equipment such as the commodity baler, optical sorter, and other equipment in the MRF and to operate air tools for mattress recycling and equipment repairs. There is an adequate existing air supply used to provide air for the optical sorting machine.

Are There Sufficient Funds In Your Budget?

Yes  No

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

Yes  No

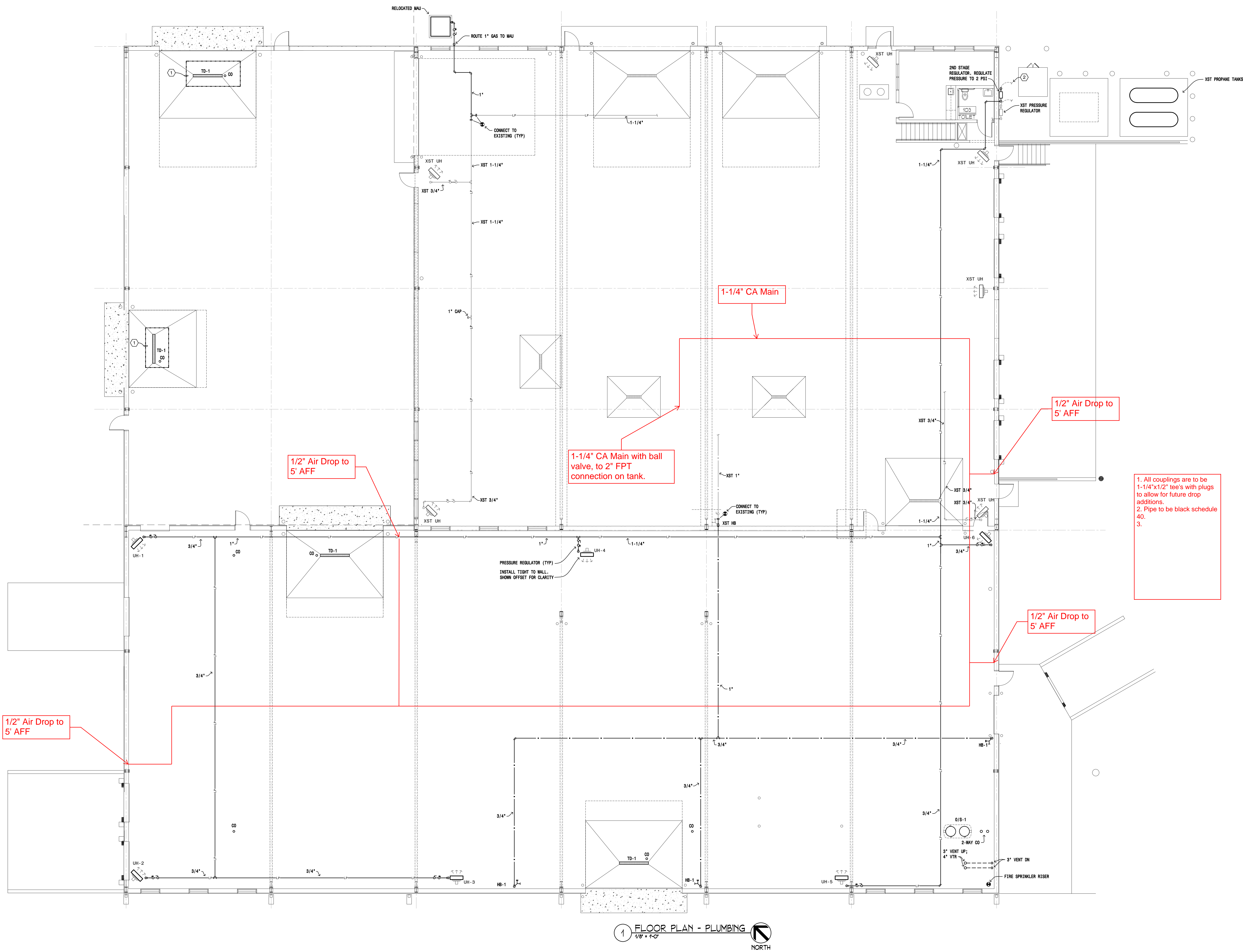
Please explain further, if necessary: This improvement will enable staff to keep equipment in better condition, resulting in lower repair costs and extend the life of the machinery. Two quotes were received, Esser Plumbing & Heating for \$11,381 and Kaeser Compressor for \$15,574.04. The Environmental Services Committee reviewed the two quotes and recommended approval of the low quote from Esser Plumbing & Heating.

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

Date Request Completed: 2/28/2024

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

PLAN NOTES:  
 ① ALL WORK IN THIS AREA TO BE INCLUDED UNDER ALTERNATE #-1, QUOTED UNDER BASE BID.  
 ② ROUTE 1" HD PIPING AT 24" BELOW F.O.S. TO PROPANE TANKS. PROVIDE FINAL CONNECTIONS TO TIE INTO EXISTING FIRST STAGE REGULATOR.



1. All couplings are to be 1-1/4"x1/2" tee's with plugs to allow for future drop additions.  
 2. Pipe to be black schedule 40.  
 3.

I hereby certify that this drawing, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Engineer under the laws of the State of Minnesota.  
 Print Name: JEREMY MAGELKY  
 Signature: *[Signature]*  
 Date: NOVEMBER 12, 2021 License No. 47387

**BECKER COUNTY  
 MATERIAL RECOVERY  
 BUILDING ADDITION  
 24413 CO RO 144**

DETROIT LAKES, MN  
**M | B | A**  
 MUTCHLER BARTRAM ARCHITECTS, P.C.  
 505 N. Broadway, Suite 201, Fargo, North Dakota, 58102  
 Phone: 701-235-5563 | info@mbape.com | Fax: 701-235-5435

① FLOOR PLAN - PLUMBING  
 1/8" = 1'-0"  
 NORTH

# BECKER COUNTY SW PROJECTS

2-9-2024

## BECKER COUNTY

### We are pleased to quote the following:

Install four new air drops in the MRF building in the locations discussed with Stan. Schedule 40 black pipe for the air piping. Fittings, shut-off valves and quick disconnects are included. The below items are approximate amounts planned to be used:

1. 320' of 1-1/4" pipe.
2. 120' of 1/2" pipe.
3. 1-1/4"x1/2" tee's will be used as couplings to allow for future connections.
4. (4) Drops consisting of ball valves, disconnects and drip legs.
5. Hangers, threaded rod, strut and hardware to hang the pipe is included.

We propose to furnish material and labor complete in accordance with the above specifications for the following sum: **\$11,381.00**

No electrical is included and is to be done by another contractor.

PAYMENT TO BE MADE AS FOLLOWS: PROGRESS PAYMENTS

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

**AUTHORIZED SIGNATURE**

**AUTHORIZED ACCEPTANCE**

\_\_\_\_\_  
DJ Altstadt, Commercial Estimator

IF NOT ACCEPTED WITHIN 14 BUSINESS DAYS WE MAY WITHDRAW THIS PROPOSAL OR INCREASE PRICING BECAUSE OF MARKET VOLATILITY.  
ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. THE PRICING ON THIS BID IS ONLY APPLICABLE FOR 30 DAYS FROM THE DATE LISTED ABOVE.



**QUOTATION**

Kaeser Compressors, Inc.  
4255 White Bear Parkway, Suite 2400  
Vadnais Heights, MN 55110  
Contact: Tom Schlaeger  
Tel: 855-523-7371  
Fax: 888-750-1879

Mr. Steve Skoog  
Becker County Environmental Services  
Becker County  
24413 County Road 144  
Detroit Lakes MN 56501-7694

Reference	Customer no.	Quotation no.	Date
Installation Est.	10103797	86853337	07/19/2023

Dear Mr. Skoog,

Thank you for allowing us to submit this estimate to install Kaeser's Smartpipe compressed air piping system in your facility.

Kaeser is a global organization committed to complete customer satisfaction. Each and every product we offer is backed by our replacement parts guarantee which is the most comprehensive in the industry. It is our goal to provide your organization with the best service possible, and we are determined to surpass your expectations.

We trust this estimate meets your requirements and we look forward to earning your business. If you have any questions or require additional information, please contact me directly at (855) 523-7371.

With best regards,

Cory Oehlerts  
Service Administrator

I hereby represent that: I am an authorized signatory for this company;  
agree to the terms of this order; and by signing below I authorize  
Kaeser to process an order in accordance with this quotation.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Kaeser Compressors, Inc. P.O.Box 946 Fredericksburg, Virginia 22404 Phone (540) 898-5500  
Fax (540) 898-5520 www.kaeser.com**

A Company with Certified Quality and Environmental Management Systems ISO 9001:2015 and 14001:2015

# PRICE SUMMARY

Item	Description	QTY UM	Unit price USD	Total USD
<b>Installation Estimate</b>				
Pipe off tank with 25mm smartpipe+. One 1/2" drop at tank. One drop on wall approximately 100ft from tank, terminated with two port wall bracket. One drop in addition on the wall adjacent to tank, terminated with two port wall bracket. Normal bussiness hours. does not include electrical, HVAC or rigging.				
20	<b>Smartpipe Installation Material</b>	1.000 PC	3,249.75	3,249.75
30	<b>Installation Material</b>	1.000 PC	6,714.97	6,714.97
40	<b>Lift rental</b>	1.000 ACT	1,439.33	1,439.33
50	<b>Installation Fee - Labor</b>	1.000 HRS	4,170.00	4,170.00

**Note:**

**This is only an estimate for installation of your compressed air equipment. Kaeser may use subcontractors to provide quoted services. Should any additional parts or labor be required, after written approval, we will complete the change in scope of supply and additional charges will be billed as agreed. Unless otherwise noted, the services referenced will be performed during normal business hours (Mon-Fri, 8am-5pm).**

<b>TOTAL PRICE</b>				<b>15,574.05</b>
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**Terms of payment**

Payable immediately  
Payment terms are subject to credit approval.

**Delivery(Incoterms@2020)**

FCA US Shipping Point  
Standard ground shipping is provided at no charge.

**Quotation valid until:**

09/19/2023

**Contractual basis**

**Terms and conditions:**

Kaeser quotations are offered with Kaeser's standard Terms and Conditions of Sale and Use and Terms and Conditions of Service. All additional or different terms and conditions must be agreed to by written contract with



Kaeser corporate office, Fredericksburg, Virginia. Any modifications made by the recipient to the information provided on this Quote will not be honored. Kaeser's Terms and Conditions are available at [www.us.kaeser.com/terms](http://www.us.kaeser.com/terms) and upon written request.





## Capital Improvement Expenditure Request Form



Date Requested: 3/5/2024

Department: Land Use/Environmental Services

Department Head: Steve Skoog

### EXPLANATION OF THE REQUEST

Purpose/Need: Purchase a pressure washer

REQUEST AMOUNT: \$ \$7,350

Savings Achieved (Dollar Amount/Time/ Efficiency): This hot water pressure washer will be used to clean equipment on the solid waste campus.

Are There Sufficient Funds In Your Budget?

Yes  No

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

Yes  No

Please explain further, if necessary: This purchase request was discussed in the Environmental Services Committee and is a recommended purchase. It is the same brand and model purchased by the Hwy Dept for use in their equipment shops.

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

Date Request Completed: 2/28/2024

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

**Capital Improvement Expenditure Request Form**



Date Requested: 2/28/2024

Department: Land Use/Environmental Services

Department Head: Steve Skoog

**EXPLANATION OF THE REQUEST**

Purpose/Need: Purchase a Volvo semi-truck

REQUEST AMOUNT: \$ 159,683

Savings Achieved (Dollar Amount/Time/ Efficiency): This will be a second truck that will be used to transfer solid waste to end disposal sites.

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: A backup used semi tractor has been budgeted to replace an existing yard tractor. When the County purchased transfer trailers and a new truck, the ES Committee discussed adding another semi tractor which is needed during the summer months and as a backup if the other truck needs to be taken out of service for repairs or maintenance. After reviewing offers of used trucks currently for sale and also considering purchasing a new truck from Peterbilt, Kenworth, or Volvo, the Committee recommended purchasing a new truck similar to the one purchased in 2023.

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

Date Request Completed: 2/28/2024

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

V O L V O

# CUSTOMER PROPOSAL

VNL





On behalf of Volvo Trucks and your partnering dealer, thank you for the opportunity to provide you with a quote!

**PREPARED FOR**

This proposal outlines the complete vehicle specification and performance details that have been customized to drive greater success for you and your business operations. The enclosed spec represents a solution that optimizes fuel efficiency, enhances driver productivity, provides peace of mind through our industry-leading active and passive safety features – all while ensuring your uptime to ultimately support your customers.

**DATE**

2/8/2024

**PREPARED BY**

RDO TRUCK CENTERS, LLC  
3401 38TH ST S  
FARGO  
ND 58104-6904

By partnering with your dealer and Volvo Trucks, you will benefit from innovative technologies that are incorporated in everything we do – from our powertrain components to connectivity solutions. We take our role as your business partner very seriously and appreciate the opportunity to support you with products and services that we hope will exceed your expectations. Our mission is to provide you with trucks and solutions that you can count on to help you be more successful and that you will be proud to own and operate.

**QUOTE INFORMATION**

RDO20240000485555D  
VNL64T300 Daycab - 124" BBC  
Qty: 1

Our responsibility doesn't stop when we hand over the keys. In fact, this is just the beginning of a great and close partnership. Just as you work hard to deliver to your customers, we will work hard to deliver on our promises to you.

As you review this proposal, please note any questions you may have so we can discuss them together. We hope you feel comfortable placing your trust in us, and look forward to doing business with you!

Sincerely,

**JOHN STEARNS**

RDO TRUCK CENTERS, LLC

# TECHNICAL SPECIFICATION

## VNL64T300 Daycab - 124" BBC

MODEL PACKAGE		DESCRIPTION
<b>S</b>	PRODUCT GENERATION	LEGACY HEAVY TRUCKS
<b>S</b>	MARKETING MODEL	VNL64T300
<b>S</b>	MANUFACTURING LOCATION	VOLVO TRUCKS - ASSEMBLED IN THE USA
	CHASSIS TYPE	TRACTOR
	MODEL SERIES	Legacy VNL MODELS - 124" BBC
	INTENDED REGISTRATION LOCATION	IOWA
	VEHICLE CERTIFICATION	EPA (ONLY) FOR VOLVO 11L / 13L DIESEL

VEHICLE ADAPTATION		DESCRIPTION
	DEALERSHIP REGION	CENTRAL REGION
<b>S</b>	LANGUAGE ON DECALS	ENGLISH/SPANISH LANGUAGE ON DECALS
<b>S</b>	OPERATOR'S MANUAL LANGUAGE	ENGLISH
<b>S</b>	VEHICLE APPLICATION	TRACTOR / DRY VAN TRAILER OR CONTAINER
<b>S</b>	GROSS COMBINATION WEIGHT	80,000 LBS/36,000 KG (36 TONNES) GROSS COMBINATION WEIGHT
<b>S</b>	VEHICLE WARRANTY QUALIFICATION	STANDARD NORMAL DUTY WARRANTY QUALIFIED
<b>S</b>	VEHICLE VOCATION	LINEHAUL / LONG HAUL / REGIONAL HAUL SERVICE
<b>S</b>	OPERATING CONDITIONS	ON HIGHWAY, STARTING GRADES <16%
<b>S</b>	TOPOGRAPHY	MOSTLY FLAT, MOST GRADES <3% (EX. OHIO)
<b>S</b>	AMBIENT TEMPERATURE UPPER LIMIT	SUMMER AMBIENT TEMPERATURES DO NOT REGULARLY EXCEED 104 DEGREE F (40 DEGREE C)
<b>S</b>	LOADING SURFACE FACTOR	CONCRETE LOADING AND / OR UNLOADING SURFACE
<b>S</b>	OPERATING CLASS	OPERATING CLASS ONE (ON HIGHWAY)
	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND

PASSIVE AND ACTIVE SAFETY		DESCRIPTION
<b>S</b>	CAB TYPE	300 - DAY CAB
<b>S</b>	SRS AIR BAG	AIR BAG, BASIC CONFIGURATION
<b>S</b>	AUXILIARY DOWN VIEW MIRROR	DOWN VIEW MIRROR OVER PASSENGER DOOR
<b>S</b>	STABILITY CONTROL REGULATIONS	ELECTRONIC STABILITY CONTROL, REGULATION FMVSS
<b>S</b>	ELECTRONIC STABILITY CONTROL (ESP)	VOLVO ENHANCED STABILITY TECHNOLOGY (VEST)
	ABS TRACTION CONTROL	6 CHANNEL TRACTION CONTROL WITH LIMITED DISABLE
	ADDITIONAL TRACTION CONTROL DISABLE	FULL DISABLE FOR TRACTION CONTROL
	ACTIVE STEERING	VOLVO DYNAMIC STEERING (VDS)
<b>S</b>	PARK BRAKE ALARM	PARK BRAKE ALARM, SOUNDS IF BRAKE OFF AND DRIVER'S DOOR OPENED

ENGINE		DESCRIPTION
	ENGINE PACKAGE	VOLVO D13 435HP 2100RPM 1650 LBFT - EPA'21 EMISSION LEVEL

ENGINE EQUIPMENT		DESCRIPTION
<b>S</b>	AIR CLEANER	SINGLE STAGE AIR CLEANER
<b>S</b>	RADIATOR COOLANT	EXTENDED LIFE ETHYLENE GLYCOL ANTI-FREEZE (RED-ORANGE), -34 F (-37 C)
	FAN CLUTCH PACKAGE	KYSOR ON / OFF FAN CLUTCH
	STARTER MOTOR	DELCO REMY 12V 39MTHD STARTER

# TECHNICAL SPECIFICATION *(cont.)*

ENGINE EQUIPMENT		DESCRIPTION
<b>S</b>	ALTERNATOR	165 AMP DELCO REMY 36SI ALTERNATOR WITH REMOTE BATTERY VOLTAGE SENSE (12V)
	BATTERY PACKAGE	3 VOLVO 1000 CCA MAINTENANCE FREE 12V BATTERIES, 3000 CCA
<b>S</b>	BATTERY BOX MOUNTING	BATTERY BOX, LEFT HAND SIDE, BEHIND FRONT FENDER
<b>S</b>	BATTERY BOX CONFIGURATION	BATTERY BOX - 4 CAPACITY
	BATTERY BOX COVER	BASIC BATTERY BOX COVER
	BATTERY DISCONNECT SWITCH	BATTERY DISCONNECT MAIN SWITCH MOUNTED INSIDE DRIVER DOOR, GROUND ACCESSIBLE
	EMERGENCY START SYSTEM	EMERGENCY START STUDS, HEX JUMP STUDS ON ALL BATTERY POST
	BATTERY ISOLATION	RUBBER ISOLATION PAD UNDER BATTERIES
<b>S</b>	DIESEL EXHAUST FLUID TANK	18.5 GALLON LEFT HAND 26", FRAME MOUNTED (FILLED WITH 10 GALLONS OF DEF, WEIGHING 91 LBS)
	EXHAUST SYSTEM	INTEGRATED DPF AND SCR MOUNTED RIGHT HAND SIDE UNDER CAB WITH SINGLE VERTICAL STACK BACK OF CAB
	EXHAUST OUTLET PACKAGE	11' 8" CHROMED STAINLESS STEEL SINGLE STACK
	EXHAUST FEATURES	TURNED OUT EXHAUST EXTENSION
	EXHAUST SHIELD	STAINLESS STEEL EXHAUST SHIELD
	PRIMARY FUEL FILTER	DAVCO FUEL PRO 387, COOLANT HEAT, 12V HEAT, 120V PREHEAT, WATER-IN-FUEL (WIF) SENSOR
<b>S</b>	OIL LIFE MONITORING SYSTEM	OIL LIFE MONITORING SYSTEM, PASSIVE
<b>S</b>	COMPRESSOR	WABCO 31.8 CFM COMPRESSOR
	ENGINE BLOCK HEATER	PHILLIPS 120V 1500W LEFT HAND RECEPTACLE BLOCK HEATER
<b>S</b>	ENGINE BRAKE ACTIVATION	ENGINE BRAKE ACTIVATION, BASIC
	ENGINE STARTING AID	WITH STARTING AID
<b>S</b>	ENGINE OIL PAN	COMPOSITE OIL PAN (STANDARD OIL CHANGE INTERVALS)
TRANSMISSION		DESCRIPTION
<b>S</b>	TRANSMISSION PACKAGE	VOLVO 12 SPEED I-SHIFT ATO2612F OVERDRIVE
	TRANSMISSION ELECTRONICS PACKAGE	COMPREHENSIVE I-SHIFT TRANSMISSION ELECTRONICS
	GEAR SHIFT CONTROL	GEAR SHIFT, DASH MOUNTED, PREMIUM, VOLVO I-SHIFT
<b>S</b>	PRE-VIEW TOPOGRAPHY	VOLVO I-SEE LEARNING FOR I-SHIFT TRANSMISSION
<b>S</b>	ECO-ROLL CONTROL	VOLVO I-SHIFT ECO-ROLL CONTROL, STALK
<b>S</b>	TRANSMISSION AUTO NEUTRAL ON P-BRAKE	VOLVO I-SHIFT TRANSMISSION AUTO NEUTRAL ON PARK BRAKE
<b>S</b>	HILL START ASSIST	HILL START ASSIST
	TRANSMISSION KICK-DOWN MODE	VOLVO I-SHIFT TRANSMISSION KICK-DOWN MODE, ENABLED IN ECONOMY AND PERFORMANCE MODES
<b>S</b>	TRANSMISSION OUTPUT TORQUE	STANDARD OUTPUT TORQUE
<b>S</b>	ALLISON INPUT AND OUTPUT PACKAGE	NO ALLISON INPUT AND OUTPUT PACKAGE
<b>S</b>	FUEL SENSE PACKAGE	NO FUEL SENSE PACKAGE
<b>S</b>	TRANSMISSION COOLER	WATER TO OIL TRANS COOLER MOUNTED ON TRANSMISSION
	HYDRAULIC PUMP GEARBOX MOUNTED	PARKER GP1-80 SINGLE HYDRAULIC PUMP
	PTO, TRANSMISSION MOUNTED	REAR DOUBLE TRANS PTO, HEAVY DUTY, (1) SAE 1350/1410 FLANGE HIGH SPEED, (1) DIN-CONN PUMP HI SPEED
<b>S</b>	AMT/AUTOMATIC TRANS PTO FUNCT.	TRANSMISSION PTO FUNCTIONS BASIC
	DRIVELINE - MAIN	DANA/SPICER SPL250 LITE (PROPS-L)
	MINIMUM REQUIRED PROPSHAFT SIZE (KAX)	MINIMUM REQUIRED FOR KAX PROP SHAFT, PROPS-M
	DRIVELINE - INTERAXLE	DANA-SPICER SPL170XL EXTENDED LUBE SERIES
<b>S</b>	CLUTCH	VOLVO SACHS 17" SINGLE PLATE DAMPENED ORGANIC FOR I-SHIFT

**PRICELIST DATE**

20230717

**QUOTATION**

RDO20240000485555D

**DATE**

2/8/2024

**PAGE**

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# TECHNICAL SPECIFICATION *(cont.)*

PROGRAMMABLE FEATURES		DESCRIPTION
<b>S</b>	IDLE EMISSION LABEL LOCATION	CAB MOUNTED CLEAN IDLE DECAL LOCATION
<b>S</b>	ENGINE IDLE CONTROL (CMQ)	BASIC ENGINE IDLE CONTROL
<b>S</b>	AMBIENT TEMP MAX THRESHOLD (CMO)	MAXIMUM AMBIENT AIR TEMPERATURE OVER-RIDE, 80 DEG F (27 DEG C)
<b>S</b>	AMBIENT TEMP MIN THRESHOLD (CMN)	MINIMUM AMBIENT AIR TEMPERATURE OVER-RIDE, 45 DEG F (7 DEG C)
	CRUISE CONTROL (AG)	WITH BASIC CRUISE CONTROL
	CRUISE CONTROL, MAXIMUM SPEED (AI)	MAXIMUM CRUISE, 72 MPH (116 KM/H)
	PEDAL ROAD SPEED LIMIT SETTING (P1I16)	PEDAL ROAD SPEED LIMIT, 72 MPH (116 KM/H)
	ROAD SPEED LIMIT SETTING (P1AOC)	ROAD SPEED LIMIT, 72 MPH (116 KM/H)
<b>S</b>	GEAR DOWN VEHICLE SPEED LIMITER (P1AL0)	GEAR DOWN VEHICLE SPEED LIMITER ENABLED
<b>S</b>	GEAR DOWN VEHICLE SPEED LIMIT (P1AOD)	GEAR DOWN VEHICLE SPEED, 63 MPH (101 KM/H)
	CRUISE CONTROL MIN SPEED (BK)	MIN CRUISE, 30 MPH (48 KM/H)
<b>S</b>	ENG BRAKE ENGAGE IN CRUISE (AF)	ENGAGE ENGINE BRAKE 5 MPH (8.0 KM/H) ABOVE SET CRUISE SPEED
<b>S</b>	ROAD SPEED LIMIT CONTROL TYPE (P1I01)	WITH ECO RSL CONTROL
<b>S</b>	OPTIMIZED FUEL ECON INDICATOR (P1LXM)	OPTIMIZED FUEL ECONOMY INDICATOR, SWEET SPOT
<b>S</b>	ENGINE LOAD IN PTO (CMM)	30% MINIMUM ENGINE LOAD LIMIT IN PTO BEFORE ALLOW IDLE SHUTDOWN
<b>S</b>	MAXIMUM ENGINE SPEED AT 0 MPH (P1ANA)	MAXIMUM ENGINE SPEED AT 0 MPH, 1000 RPM
<b>S</b>	PRE-TRIP DIAGNOSTIC INSPECTION (JZU)	PRE-TRIP DIAGNOSTICS INSPECTION
<b>S</b>	ENGINE PROTECTION SYSTEM (P1FQT)	ENGINE PROTECTION (SHUTDOWN)
<b>S</b>	PTO MAXIMUM ENGINE SET SPEED (AND)	PTO ENGINE MAXIMUM 650 RPM
<b>S</b>	PTO RESUME ENGINE SET SPEED (ANE)	PTO ENGINE RESUME 650 RPM

FRONT AXLE		DESCRIPTION
	FRONT AXLE PACKAGE	VOLVO VF12 12,500 LB FRONT SPRINGS
	FRONT STABILIZER	FRONT STABILIZER
<b>S</b>	BRAKE REGULATION	BRAKE REGULATION, STOPPING DISTANCE 250 FT (76M)
<b>S</b>	FRONT BRAKE & HUB PACKAGE	FRONT BRAKE VOLVO DISC
<b>S</b>	FRONT BRAKE DIMENSION	17 INCH DIAMETER FRONT DISC BRAKE
<b>S</b>	BRAKE TYPE, FRONT AXLE	LIGHTWEIGHT DISC FRONT AXLE BRAKE
<b>S</b>	FRONT BRAKE LINING MATERIAL	BRAKE LINING MATERIAL, FRONT, TMD TX7400N
<b>S</b>	BRAKE SHOE COATING FRONT	BRAKE SHOE COATING FRONT, BASIC
<b>S</b>	HUBS, FRONT AXLE	ALUMINIUM PRESET PLUS FRONT AXLE HUBS WITH SKF HUBCAPS
	FRONT AXLE LUBRICANT	SYNTHETIC OIL, SHELL 75W90 FRONT AXLE LUBRICANT
<b>S</b>	POWER STEERING GEAR	TRW THP60 INTEGRAL POWER STEERING GEAR
	STEERING SHAFT TYPE	GREASEABLE STEERING SHAFT
<b>S</b>	FRONT SUSPENSION PACKAGE	59" PARABOLIC LEAF FRONT SUSPENSION MATCHED TO FRONT AXLE CAPACITY
<b>S</b>	FRONT SUSP MAINTENANCE	LUBRICATED SPRING PINS AND BUSHINGS

REAR AXLE		DESCRIPTION
	REAR AXLE PACKAGE	MERITOR MT-40-14X3D HYPOID 40,000 LB CAPACITY
	REAR AXLE RATIO	3.08 REAR AXLE RATIO

# TECHNICAL SPECIFICATION *(cont.)*

REAR AXLE		DESCRIPTION
	DIFFERENTIAL LOCK	FULL LOCKING WHEEL DIFFERENTIAL
<b>S</b>	REAR SUSPENSION PACKAGE	38,000 LB VOLVO AIR SUSPENSION 52" SPACING
<b>S</b>	REAR SHOCK ABSORBER	SHOCK ABSORBERS, DRIVE AXLES
<b>S</b>	REAR BRAKE & HUB PACKAGE	REAR BRAKE VOLVO DISC
<b>S</b>	DRIVE AXLE BRAKE DIMENSION	17 INCH DIAMETER REAR DISC BRAKE
<b>S</b>	BRAKE TYPE, DRIVE AXLE	LIGHTWEIGHT DISC DRIVE AXLE BRAKE
<b>S</b>	DRIVE AXLE BRAKE LINING MATERIAL	BRAKE LINING MATERIAL, DRIVE, TMD TX7400N
<b>S</b>	BRAKE SHOE COATING DRIVE	BRAKE SHOE COATING DRIVE, BASIC
<b>S</b>	HUBS, DRIVE AXLE	ALUMINIUM PRESET PLUS DRIVE AXLE HUB WITH INTEGRATED SPINDLE NUT
<b>S</b>	DRIVE AXLE LUBRICANT	SYNTHETIC OIL, SHELL 75W90 DRIVE AXLE LUBRICANT
<b>S</b>	PARKING BRAKE CHAMBER PACKAGE	TWO PARK CHAMBERS WABCO DISC
<b>S</b>	REAR BRAKE CHAMBER SIZE	REAR BRAKE CHAMBER 24 / 24 SQ INCHES (SERVICE / EMERGENCY)
<b>S</b>	CHAMBER STROKE LENGTH, DRIVE AXLE	BASIC LENGTH BRAKE CHAMBER STROKE
<b>S</b>	BRAKE ADJUSTERS	VOLVO DISC BRAKE FRONT AND REAR
<b>S</b>	FRONT BRAKE CHAMBER SIZE	FRONT BRAKE CHAMBER 22 SQUARE INCHES (SERVICE)
CHASSIS		DESCRIPTION
<b>S</b>	DRIVER SIDE FRONT CHASSIS CONFIGURATION	LEFT HAND BATTERY BOX - 4 CAPACITY, DEF TANK MOUNTED BEHIND BATTERY BOX (VNL / VNR)
<b>S</b>	PASSENGER SIDE FRONT CHASSIS CONFIGURATION	INTEGRATED DPF & SCR (VNR / VNL / VHDB)
	WHEELBASE	199" WHEELBASE
<b>S</b>	OVERHANG	55" OVERHANG
<b>S</b>	FUEL TANK SHAPE, LIQUID	26" DIA CYLINDRICAL FUEL TANK
	LIQUID FUEL TANK, LEFTHAND SIDE	100 GALLON LEFT HAND FUEL TANK
	LIQUID FUEL TANK, RIGHTHAND SIDE	100 GALLON RIGHT HAND FUEL TANK
<b>S</b>	FUEL TANK MATERIAL, LIQUID	ALUMINUM FUEL TANK MATERIAL
	FUEL TANK POSITION - DIESEL	FUEL TANK POSITION 1
<b>S</b>	HYDRAULIC OIL TANK PACKAGE	NO HYDRAULIC OIL TANK PROVIDED
	DPF COVER	DPF COVER STAINLESS STEEL, POLISHED
	DEF TANK COVER	BRIGHT FINISH DIESEL EXHAUST FLUID TANK COVER
<b>S</b>	FUEL LINES	NYLON FUEL LINES
	FUEL TANK STRAPS	STAINLESS STEEL FUEL TANK STRAPS
<b>S</b>	FUEL TANK CAP	NON-LOCKING FUEL TANK CAP
	IN-TANK FUEL HEATER	ARCTIC FOX IN-TANK FUEL HEATER
<b>S</b>	AIR TANK ARRANGEMENT	AIR TANK ARRANGEMENT, BASIC
<b>S</b>	AIR TANKS	STEEL AIR TANK
<b>S</b>	AIR DRYER	WABCO AIR DRYER SS - HP WITHOUT TURBO CUT OFF VALVE WITH COALESCING FILTER
	AIR TANK DRAIN VALVE	AUTOMATIC DRAIN VALVE , HEATED, LANYARDS ON BRAKE SYSTEM TANKS
<b>S</b>	FRAME RAIL PACKAGE	10.47"X3.54"X.28" STRAIGHT STEEL RAILS
<b>S</b>	INTERMEDIATE CROSSMEMBER MATERIAL	STEEL CROSSMEMBER MATERIAL
<b>S</b>	FORWARD REAR SUSP CROSSMEMBER MATERIAL	STEEL CROSSMEMBER MATERIAL
<b>S</b>	CROSSMEMBER, BOGIE, MATERIAL	STEEL CROSSMEMBER MATERIAL
<b>S</b>	REAR FRAME TREATMENT	TAPERED REAR CROSSMEMBER, 27 DEGREE
	FRONT BUMPER	PAINTED MOLDED AERODYNAMIC BUMPER WITH DRAG REDUCTION PLATE



# TECHNICAL SPECIFICATION *(cont.)*

CHASSIS		DESCRIPTION
<b>S</b>	BUMPER REINFORCEMENT	BUMPER REINFORCEMENT
<b>S</b>	FRONT FENDER EXTENSION	NO FRONT FENDER EXTENSION PROVIDED
	REAR FENDER	STAINLESS STEEL QUARTER FENDER
	MUDFLAP HANGERS, REAR AXLE	HANGER, VOLVO, ANGLED STAINLESS
	MUDFLAP HANGER LOCATION (CA)	BASIC MUDFLAP BRACKET LOCATION
	REAR FENDER HEIGHT (CA)	BASIC REAR FENDER HEIGHT
<b>S</b>	FRONT TOWING DEVICE	TWO FRONT TOWING DEVICES
<b>S</b>	CHASSIS WIRING HARNESS CASING	HEAVY DUTY MAIN CHASSIS WIRING HARNESS COVERING
<b>S</b>	LH FUEL TANK FACE LOCATION	LH FUEL TANK FRONT FACE @ XM=4957
	RH FUEL TANK FACE LOCATION	RH FUEL TANK FRONT FACE @ XM=4870

TRANSPORT ADAPTATION		DESCRIPTION
	BACK OF CAB (BOC) ACCESS PACKAGE	LEFT HAND BACK OF CAB ACCESS WITH 60" LOW PROFILE DECK
	FIFTH WHEEL PACKAGE	SAF HOLLAND FW35 AIR SLIDE LEFT HAND RELEASE
<b>S</b>	GROUND TO 5TH WHEEL TOP HGT.	47.5" FIFTH WHEEL HEIGHT
	SLIDING FIFTH WHEEL TRAVEL	24.0 INCHES OF FIFTH WHEEL TRAVEL
<b>S</b>	FIFTH WHEEL REARMOST POSITION	26" BEHIND FORWARD DRIVE AXLE CENTER (-660MM)
<b>S</b>	FIFTH WHEEL ANGLE MATERIAL	STEEL FIFTH WHEEL ANGLES
	HOSEHANGERS	TOWEL BAR WITH ADDITIONAL SPRING HANGER
<b>S</b>	TRAILER BRAKE CONNECTION POSITION	CAB MOUNTED TRAILER BRAKE CONNECTION
	TRAILER ELECTRICAL CABLE	DETACHABLE TRAILER CABLE
	TRAILER BRAKE HOSES & CABLES	15' COILED, TRAILER BRAKE AIR HOSES
	TRAILER BRAKE HAND CONTROL	FULL PRESSURE TRAILER BRAKE HAND CONTROL
	BODY BUILDER ELECTRICAL PREP	ELECTRICAL COMPLETE KIT FOR BODY BUILDER AND/OR I-SHIFT PTO'S

CALCULATED CODES - KAX		DESCRIPTION
<b>S</b>	PROPCALC SELECTION	YES, THE ORDER MUST BE CALCULATED

CAB EXTERIOR		DESCRIPTION
	AERODYNAMIC DEVICE CAB SIDE	CAB SIDE FAIRINGS
<b>S</b>	CAB SUSPENSION	AIR RIDE CAB SUSPENSION WITH LATERAL DAMPENERS
<b>S</b>	AUXILIARY REAR WINDOW	STANDARD REAR WINDOW
<b>S</b>	WIPER BLADES	WIPER BLADES, BASIC
<b>S</b>	FRONT GRILLE	CHROME PLATED FRONT GRILLE
<b>S</b>	AIR INTAKE GRILLE, FINISH	AIR INTAKE GRILLE, BLACK
	AUXILIARY MIRROR, HOOD	HOOD MTD MIRROR, BOTH SIDES, AERODYNAMIC CHROME
	EXTERIOR SIDE VIEW MIRRORS	CHROME AERODYNAMIC MIRRORS
<b>S</b>	EXTERIOR MIRROR FEATURES	HEATED, POWER AXIS MIRROR, BOTH SIDES
	AIR HORN	DUAL ROOF MOUNTED BRIGHT AIR HORNS, DUAL TONE
<b>S</b>	EXTERIOR SUNVISOR	EXTERIOR SUN VISOR WITH CLEAR LENS LED MARKER LAMPS
<b>S</b>	EXTERIOR BRAND BADGING (CA)	EXTERIOR BADGES & EMBLEMS

CAB INTERIOR		DESCRIPTION
	INTERIOR TRIM LEVEL	TOURING - DESIGNER CLOTH PANELS WITH METAL HEX TRIM

# TECHNICAL SPECIFICATION *(cont.)*

CAB INTERIOR		DESCRIPTION
<b>S</b>	SEAT MFG. AND SERIES, DRIVER	NATIONAL DRIVER SEAT
<b>S</b>	SEAT PROFILE, DRIVER	STANDARD WIDTH DRIVER SEAT
	DRIVER SEAT	X4 RAVEN MORDURA CLOTH
	DRIVER SEAT SUPPORT	DRIVER SEAT - AIR SUSPENDED, ADJUSTABLE SHOCK
	SEAT COMFORT, DRIVER	DRIVER SEAT - TWO AIR ADJUSTABLE LUMBAR CHAMBERS, BACK CYCLER MASSAGE
<b>S</b>	SEAT MFG. & SERIES, PASSENGER	NATIONAL PASSENGER SEAT
<b>S</b>	SEAT PROFILE, PASSENGER	STANDARD WIDTH PASSENGER SEAT
	PASSENGER SEAT	X4 RAVEN MORDURA CLOTH
<b>S</b>	PASSENGER SEAT SUPPORT	PASSENGER SEAT - FIXED WITH INTEGRATED STORAGE
	SEAT ARMREST	INBOARD DRIVER SEAT ARMREST
<b>S</b>	SEAT SUPPORT, DUST COVER	SEAT BASE DUST COVER, DRIVER SIDE
<b>S</b>	SAFETY BELT LENGTH	STANDARD SAFETY BELT LENGTH
<b>S</b>	SAFETY BELT DRIVER SEAT	SAFETY BELT DRIVER SEAT, BLACK
<b>S</b>	SAFETY BELT PASSENGER SEAT	SAFETY BELT PASSENGER SEAT, BLACK
<b>S</b>	CLIMATE UNIT	INTEGRAL AIR CONDITIONER WITH HEATER - MANUAL CONTROLS
<b>S</b>	FLOOR MATS	FRONT FLOOR INSERTS, RUBBER
<b>S</b>	STORAGE OVERHEAD DRIVER	NETTED OVERHEAD STORAGE (DRIVER / PASSENGER SIDES) WITH CB MOUNTING AND AUXILIARY SWITCHES
	STEERING WHEEL ADJUSTMENT	POSITION PERFECT STEERING WHEEL
<b>S</b>	STEERING WHEEL MATERIAL	STANDARD STEERING WHEEL COVERING
<b>S</b>	GAUGE PACKAGE	TEN GAUGE INSTRUMENT CLUSTER
	GAUGE EXHAUST PYROMETER	EXHAUST PYROMETER GAUGE
	TRANSMISSION TEMPERATURE GAUGE	TRANSMISSION TEMPERATURE GAUGE
	GAUGE OIL TEMP-REAR AXLE	REAR AXLE OIL TEMP GAUGE
	GAUGE, REAR AIR SUSP PRESSURE	REAR AIR SUSPENSION GAUGE
<b>S</b>	AIR RESTRICTION INDICATOR	GRADUATED ARI ON FILTER
<b>S</b>	SPEEDOMETER GRADUATION	MPH SPEEDOMETER GRADUATION
LIGHTING		DESCRIPTION
	SPOTTING LAMP, BACK OF CAB	DUAL BACK OF CAB SPOTTING LAMPS, FLUSH MOUNTED
<b>S</b>	HEADLAMPS	LED HEADLAMPS WITH SIGNATURE DRL
<b>S</b>	DAYTIME RUNNING LAMPS (DRL)	EQUIPPED WITH DAYTIME RUNNING LIGHTS
<b>S</b>	STOP AND TAIL LIGHTS	DUAL INTEGRATED SUPER 60 LED TAIL LIGHTS, SEPARATE LED BACKUP LIGHT, ALL MTD IN TAPERED CROSSMEMBER
<b>S</b>	TURN SIGNAL SWITCH	SELF CANCELLING TURN SIGNAL
AUDIO SYSTEM		DESCRIPTION
<b>S</b>	AUDIO PACKAGE	AM / FM / MP3 / USB / BLUETOOTH RADIO
	RADIO ANTENNA	SINGLE RIGHT HAND 24 INCH MIRROR MOUNTED RADIO ANTENNA
<b>S</b>	MARKER INTERRUPTER SWITCH	MARKER INTERRUPTER SWITCH
	RADIO SPEAKERS	SPEAKERS IN DASHBOARD, DOOR, AND REAR CAB
<b>S</b>	CB RADIO MOUNTING	OVERHEAD MOUNTED CB HOLD DOWN
	CB ANTENNA	SINGLE LEFT HAND 24 INCH MIRROR MOUNTED CB ANTENNA
MISC CAB EQUIPMENT		DESCRIPTION
<b>S</b>	DOOR LOCKS CAB	MANUAL CAB DOOR LOCKS

# TECHNICAL SPECIFICATION *(cont.)*

MISC CAB EQUIPMENT		DESCRIPTION
<b>S</b>	KEY TYPE	BASIC UNIQUE KEY
<b>S</b>	KEY QUANTITY PER UNIT	4 KEYS PROVIDED PER UNIT
	AUXILIARY SWITCH	THREE (3) AUXILIARY SWITCHES WITH WIRING, 15 AMP PER SWITCH
	FIRE EXTINGUISHER	5 POUND ABC DRY TYPE, RECHARGEABLE, MOUNTED IN CAB
	AUXILIARY SAFETY EQUIPMENT	TRIANGLE REFLECTOR KIT

TIRES AND WHEELS		DESCRIPTION
<b>S</b>	TIRE PACKAGE FRONT	295/75R22.5G BRIDGESTONE R213 ECOPIA (12350 LBS. GAWR) LONG / REGIONAL HAUL (Total for QTY = 2)
	TIRE PACKAGE DRIVE	295/75R22.5G BRIDGESTONE M760 ECOPIA (22700 LBS. GAWR) LONG / REGIONAL HAUL (Total for QTY = 8)
<b>S</b>	WHEEL PACKAGE FRONT	22.5X8.25 ALCOA HIGH POLISH ALUMINUM 286BC HUB PILOTED (Total for QTY = 2)
<b>S</b>	WHEEL PACKAGE DRIVE	22.5X8.25 ALCOA HIGH POLISH ALUMINUM 286BC HUB PILOTED (Total for QTY = 8)
	TIRE CLASSIFICATION FRONT (CA)	GHG FRONT TIRE CLASSIFICATION, ADVANCED LOW ROLLING RESISTANCE
	TIRE CLASSIFICATION REAR (CA)	GHG REAR TIRE CLASSIFICATION, LOW ROLLING RESISTANCE
<b>S</b>	FRONT WHEEL AND TIRE QUANTITY	TWO WHEELS AND TIRES FRONT
<b>S</b>	DRIVE WHEEL AND TIRE QUANTITY	EIGHT WHEELS AND TIRES DRIVE
<b>S</b>	TIRE INFLATION VALVE	TIRE INFLATION VALVE, STANDARD

PAINT		DESCRIPTION
<b>S</b>	CAB PAINT SCHEME	1 COLOR
	FIRST TRUCK COLOR	VIPER RED; P3165
<b>S</b>	NEW PAINT DEVELOPMENT FEE	NO NEW PAINT DEVELOPMENT FEE
	PAINT BUG CODE	BUG CODE EYW
<b>S</b>	CAB COLOR	CAB SAME AS FIRST COLOR
<b>S</b>	HOOD COLOR	HOOD SAME AS FIRST COLOR
<b>S</b>	COWL COLOR	COWL SAME AS FIRST COLOR
<b>S</b>	BUMPER COLOR	BUMPER SAME AS FIRST COLOR
<b>S</b>	ROOF FAIRING COLOR	NO ROOF FAIRING COLOR PROVIDED
<b>S</b>	SUN VISOR COLOR	SUN VISOR SAME AS FIRST COLOR
<b>S</b>	CHASSIS COLOR	BLACK; P3036
<b>S</b>	DISC WHEEL OR RIM COLOR	STEEL DISC WHEELS - PREPAINTED WHITE, POWDER - COAT, ALUMINUM OR STYLIZED DISC - UNPAINTED

BUSINESS SERVICES		DESCRIPTION
<b>S</b>	PRE-DELIVERY INSPECT LOCATION	PRE-DELIVERY INSPECTION, OUTSIDE FACTORY

OUTSIDE MODIFICATION PLANNING		DESCRIPTION
<b>S</b>	OUTSIDE MODIFICATION CNG TANK INSTALLATION PLANNING CODE	NO FONTAINE CNG TANK INSTALLATION PLANNING CODE
<b>S</b>	OUTSIDE MODIFICATION BULKHAULER PLANNING CODE	NO FONTAINE BULKHAULER PLANNING CODE
<b>S</b>	OUTSIDE MODIFICATION IN-SERVICE PLANNING CODE	NO FONTAINE IN-SERVICE PLANNING CODE
<b>S</b>	OUTSIDE MODIFICATION AUXILIARY AXLE INSTALL CODE	NO FONTAINE AUXILIARY INSTALL
<b>S</b>	OUTSIDE MODIFICATION LEAD TIME CODE	NO FONTAINE LEAD TIME

# TECHNICAL SPECIFICATION *(cont.)*

BASE WARRANTY AND PURCHASED COVERAGES		DESCRIPTION
<b>S</b>	WARRANTY TYPE	NORMAL_DUTY_STANDARD_BASE_COVERAGE 12_MONTHS / 100,000_MILES
<b>S</b>	VOLVO D11/D13 ENGINE EXTENDED COVERAGE	VOLVO D11/D13 BASE ENGINE COVERAGE - 24MTHS/250K MILES
	EMISSION - SURCHARGE	EPA (ONLY) FOR VOLVO 11L / 13L DIESEL
<b>S</b>	CUSTOM/BUNDLED COVERAGE OPTIONS	NO CUSTOM/BUNDLED PURCHASE COVERAGE OPTIONS PROVIDED
<b>S</b>	VEHICLE EMISSIONS COMPONENTS COVERAGE	US & CANADA VOLVO ENGINE EQUIPPED VEHICLE EMISSIONS COMPONENTS COVERAGE_60 MONTHS/100K_MILES
<b>S</b>	TRANSMISSION COVERAGE	60 MO/750K MI: STANDARD I-SHIFT WARRANTY, NORMAL DUTY VEHICLE
<b>S</b>	CLUTCH COVERAGE	NO CLUTCH COVERAGE PROVIDED
<b>S</b>	ADDITIONAL EXTENDED CHASSIS TOWING COVERAGE	BASE CHASSIS TOWING COVERAGE, 90 DAY/5000 MILE/8050 KILOMETER
<b>S</b>	ADDITIONAL EXTENDED ENGINE TOWING COVERAGE	BASE VOLVO ENGINE TOWING COVERAGE, 24 MO/250K MILE
<b>S</b>	ADDITIONAL FORMS & DOCUMENTS	NO ADDITIONAL FORMS / DOCUMENTS PROVIDED

SERVICES		DESCRIPTION
<b>S</b>	VOLVO UPTIME CARE	VOLVO UPTIME CARE - 24 MONTHS
<b>S</b>	VOLVO CONNECT LOCATION & REPORTING	VOLVO CONNECT LOCATION & REPORTING - 24 MONTHS
<b>S</b>	FLEET INTEGRATION	WITHOUT FLEET INTEGRATION

# PRICING SUMMARY

## VNL64T300 Daycab - 124" BBC

Final Unit Sales Price \$159,683.00

Deal Size (Units) 1

**EXTENDED DEAL SALES PRICE** \$159,683.00

### Pricing Comments

PRICE INCLUDES:

WET KIT INSTALLATION PER BERT'S TRUCK EQUIPMENT

\_\_\_\_\_  
DATE

*John Stearns*  
\_\_\_\_\_  
RDC TRUCK CENTERS, LLC

02/08/2024

\_\_\_\_\_  
DATE



**Volvo Trucks**

[www.volvotrucks.us](http://www.volvotrucks.us) | [www.volvotrucks.ca](http://www.volvotrucks.ca)

Good morning, Steve:

Attached is the updated quote for a new 2025 Volvo VNL64T300 w/ same specifications as the 2024 Volvo purchased last year. Specs include factory installed fuel heaters and price includes installed wet kit for walking floor trailer.

Please let me know if you have any revisions or questions.

Thank you,

**John Stearns**

Sales Professional

**BECKER COUNTY BOARD OF COMMISSIONERS MEETING 3/5/2024**

**BECKER COUNTY AUDITOR TREASURER**

**New Off-Sale Liquor License**

1. SWANIES PUB, LLC dba SWANIES PUB – Bradley J Olek, owner. Business Address is 12668 County Hwy 5, Lake Park, MN in Cormorant Township.

PUBLIC HEARING AT 9:00 A.M. PER MS.340A.405. THIS MEETING IS FOR PUBLIC COMMENT AND THE APPROVAL OF THE OFF-SALE LIQUOR LICENSE.

- a. THIS NOTICE WAS PUBLISHED IN THE LOCAL NEWSPAPERS FOR 2 CONSECUTIVE WEEKS. IN ADDITION, LETTERS WERE SENT TO BUSINESSES WITHIN A 3 MILE RADIUS.



# **On Call Emergency Policy**

## **I. Scope**

This policy applies to Hourly, Operational and Classified non-exempt employees of Becker County.

## **II. Purpose**

An emergency call-back is defined as an unscheduled request made by an appropriate management official for an employee designated as “on-call” to return to work to do unforeseen or emergency work after leaving the work location at the end of the employee’s regular shift and before the beginning of the next regularly scheduled shift.

This policy is consistent with the provisions of the Fair Labor Standards Act and the Becker County’s Compensation Policy.

## **III. Policy and Procedures**

Departments should identify positions and employees who are required as a condition of employment to be on-call to and work from home or come back to work outside of the employee’s regular shift.

Once management identifies these positions, the employee should be notified in writing that the essential functions of his or her job requires the employee to maintain an on-call status on either an intermittent or regularly scheduled basis. The employee’s position description should also be updated accordingly.

## **IV. On-Call Requirements**

Management should provide employees who are required to be on-call with a schedule of the time and date that the employee must be on-call. In addition, the following guidelines apply:

Unless otherwise advised, the employee is not required while on-call to remain on the County’s premises. However, the employee must remain available by telephone, text, or pager while off site and respond to any message within thirty (30) minutes.

If an emergency requires the employee to return to a work location, he or she must do so within 1 hour of responding to the message.

If the employee has a conflict and is unable to be on-call during his or her assigned time, it is the employee’s obligation to pre-arrange with his or her immediate supervisor for a replacement to cover the employee’s on-call shift.

Employees who fail to respond when called and/or who fail to find a replacement are subject to disciplinary action in accordance with the Department of Human Resources Management Policy Manual.

## **On Call Emergency Policy**

### **IV. On-Call Pay**

Employees will receive \$4.00 per hour for each hour they are on call.

Time worked while on call will be calculated at the employee's regular rate of pay. Overtime compensation is applicable only when the total hours worked exceed 40 hours in the workweek.



# **Travel and General Expenses Reimbursement Policy**

## **Introduction**

This policy has been adopted by the Becker County Board of Commissioners and is designed to provide the basis for determination that: there is authority for the County expenditures, the expenditure serves a useful purpose, and the expenditure is necessary and directly related to the betterment of the function of Becker County.

## **Application and Administration**

This policy shall apply to all employees and elected officials of Becker County. All requests for reimbursement shall be submitted within ninety (90) days of incurring to be considered. Any claim filed after the ninety-day time frame may not be paid. The County Board through the Finance Committee must approve all exceptions. Request for exception shall be submitted in writing to the Finance Committee with explanation.

For the purpose of this document the term “employees” will include all county employees and elected officials. The term department head will include all appointed and elected department heads and the County Board.

## **Travel, Training, and Conference Requests and Approval**

It is the department head’s responsibility to remain within the travel, training, and conference allocation in the current year’s budget.

## **Travel Authorization Guidelines**

In order for department heads to determine the type of travel that is most valuable to the improvement of County operations, the following guidelines are established:

1. The costs of the conference, institute, training program and related travel must be within the annual travel expense budget appropriation approved by the County Board.
2. Planned out-of-state travel requires prior Board approval. (Exception of Fargo.)
3. A maximum of one employee from a department should be sent to any one conference, institute or training program unless it can be clearly supported that there is a need to send others.
4. A demonstration of making essential contacts or obtaining significant information that is important to the improved operations and functions of the County and the respective department is essential prior to travel authorization.
5. Utmost discretion must be exercised by department heads submitting requests for out of area travel. Conferences must be unquestionably professional in

- content and should be requested only when a similar conference cannot be found within the area in a calendar year (out of area meaning out of county).
6. Evaluation and recommendations shall be submitted to the department head after such conference.

### **Authorized Expense**

1. **PRIVATELY-OWNED AUTOMOBILE** – Employees may be reimbursed for traveling on official County business with a private automobile at the prevailing mileage rate.
2. **PARKING** – Employees using private automobiles, rental cars and County vehicles shall be reimbursed on an actual expense basis for parking. Receipts for such payments shall be submitted with the expense reimbursement request.
3. **OUT OF AREA TRAVEL** – Payment for expenses for transportation by personal vehicle for out of area travel shall be made on the basis of a single coach airfare or actual mileage, whichever is less. When personal vehicles are used in driving to out of area locations not available by commercial transportation, travel reimbursement shall be made on an actual mileage basis.
4. **COMMERCIAL TRANSPORTATION** – Employees may travel in-state and out of area by commercial transportation when authorized by the department head. Air transportation shall be by coach class unless such space is not available or for special circumstances when in-flight meetings or conferences have been arranged. Must be in compliance with frequent flyer policy in the personnel policy.
5. **CAR RENTAL** – Employees may use a rental vehicle at County expense only when previously authorized by the department head or in an emergency. When using rental vehicles, the lowest possible rate shall be used.
6. **TAXI** – Payment for taxi or limousine service when on county business and no private vehicle is available or authorized.
7. **LODGING, MEALS AND INCIDENTALS** – Employees must claim reimbursement for lodging, meals and incidentals in accordance with the following:
  - a) Charges for lodging will be reimbursed for the formal start of the conference, seminar, meeting, etc., and those nights when the event is actually in session. The night prior to the formal start of the conference shall be reimbursed if conference starting time requires so with prior approval of the department head. Receipts shall be submitted for reimbursement.
  - b) Expenses including lodging, meals, etc., will be reimbursed up to maximum limits as established by Board resolution including tax and tip (refer to item #4 under Travel Away from Community.)
  - c) In case of meals expenses incurred for meetings in town or locally, it shall be the responsibility of the respective department head to review the expense report and assure that the expense is not a substitute for that which would normally be incurred by the employee in day to day personal expenses.

- d) In the event that meals are included in any registration or tuition fee, other charges for meals shall not be allowable unless accompanied by a written explanation why you were unable to have the meal provided in the registration or tuition fee.
- e) At no time, under any circumstances, shall any liquor or alcoholic beverages be charged to the County.
- f) Conference meal packages may exceed maximum meal allowance

**Travel Expenses of Spouse or Other Members of the Family:**

If an employee's spouse or family accompanies him or her on a County business trip, any portion of the expenses attributable to the spouse or family members travel, meals, lodging, etc., are in no circumstance reimbursable business expense for transportation and lodging. Lodging will be reimbursed at the single rate cost for the employee.

**Travel and Miscellaneous Expense Claim**

In order to be considered for reimbursement, an expense claim shall be prepared after return from travel and presented to the department head for approval. Bills and receipts shall be attached.

1. All bills will be date stamped the day they are received within the office.
2. Vouchers will be attached to all bills and turned into the Auditor-Treasurer's Office ten days prior to a board meeting.
  - (A) All vouchers will be coded by department
3. If the voucher is unsigned by the department head/department designee, the voucher and bill will be returned to the department.
4. Attending a Conference or Meeting – attach copy of the agenda.
5. Copy of bills/statements to be paid will accompany checks to the Auditor-Treasurer's Office.
6. Meals will be reimbursed for actual cost of meal up to the maximum allowed as determined by the Board of Commissioner's (see limits below). In order to be reimbursed for meals, itemized receipts must accompany the employee expense claim. Itemized receipts are required to determine the date, time and items purchased. Signature receipts will not be accepted.
7. To comply with the Department of Revenue ruling, all meal reimbursements will be taxable, except on an overnight stay. Overnight stays should be stated so that meals will not be taxed.
8. Mileage payable: If a County vehicle is not available, you will receive the current IRS rate (for use of personal vehicle); if a county vehicle is available and declined, you will receive 80% of the IRS rate (for the use of personal vehicle). department head will approve requests.
9. Employees utilizing personal cell phones in the field for county business deemed necessary by the department head will be granted a \$1.00 per diem per day.
10. Personal items broken or lost: department heads shall determine on a case-by-case basis whether to reimburse an employee for personal items broken or lost while working. Reimbursements shall not exceed the sum of one hundred dollars (\$100). Personal items are defined as: articles of clothing, glasses, watches or jewelry broken, torn or soiled by a client, customer or by conditions

beyond the control of the employee. Personal items shall not include: Car insurance deductibles, car repairs, personal items broken through improper use of equipment or supplies.

11. Boot Policy: Please refer to your Union Contract or the Personnel Policy.
12. Emergency situations on submitting vouchers will be handled through the County Auditor-Treasurer.
  - (A) Emergency vouchers require any 2 signatures. County Auditor-Treasurer, County Administrator or County Board Chair.

\*\*Designee is someone with prior approval in writing by the department head to County Auditor-Treasurer.

### **Lectures, Meetings, and Training Programs: General**

Attendance at lectures, meetings, training programs and similar activities will not be counted as working time if these criteria are met:

1. Attendance is outside of the employee's regular working hours;
2. Attendance is voluntary;
3. The course, lecture, or meeting is not directly related to the employer's job; and
4. The employee does not perform any productive work during such attendance.

### **Home to Work; Ordinary Situation:**

An employee who travels from home before his/her regular workday and returns to his/her home at the end of the workday is engaged in ordinary home to work travel which is a normal incident of employment. This is true whether the employee works at a fixed location or at different job sites. Normal travel from home to work is not work time.

### **Travel Away from Community**

Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across the employee's workday. The employee is simply substituting travel for other duties. The time is not only hours worked on regular working days during normal working hours, but also during the corresponding hours on nonworking days. Thus, if an employee regularly works from 8:00 a.m. to 4:30 p.m. from Monday to Friday, the travel time during these hours is work time on Saturday and Sunday as well as on the other days. Regular mealtime is not counted.

Travel time is at the discretion of the department head.

1. Breakfast reimbursement may be claimed only if the employee is away from his/her home in travel status overnight, and/or is required to be in travel status before 6:00 a.m. .
2. Noon meal can be claimed only if the employee is in travel status and is performing work more than thirty-five miles from his/her work station and the conference, work, etc., extends over the normal noon meal period.
3. Dinner reimbursement may be claimed only if the employee is away from his/her home in travel status overnight, and/or is required to remain in travel status until after 7:00 p.m.
4. Reimbursement Amount – Maximum reimbursement for meals including tax and gratuity shall be:

Travel Day:

Breakfast	\$ 7.00
Lunch	\$ 9.00
Dinner	\$15.00

11 Metro County Areas:

Breakfast	\$ 10.00
Lunch	\$ 13.00
Dinner	\$ 19.00

Out-of-state travel: maximum of \$50.00 with receipts.

\*(Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington and Wright)

Adopted 10-23-2001 by the County Board of Commissioner's

Amended 11-13-2001 retroactive to 10-23-2001 by the County Board of Commissioner's

Amended 2-14-2006

Amended 12-23-2008

## Becker County Out of State Travel

### **MN Statue 471.661 OUT-OF-STATE TRAVEL.**

The governing body of each statutory or home rule charter city, county, school district, regional agency, or other political subdivision, except a town, must have on record a policy that controls travel outside the county of Minnesota for the applicable elected officials of the relevant unit of government. The following policy applies to all employees, including elected officials. The policy must be approved by a recorded vote and specify:

- A. Any travel by employees or elected officials is appropriate when the travel is to obtain ongoing education and training, receive updated information and technical expertise, or to attend an event related to County business. The Board of Commissioners supports attendance by employees, and in some cases committee members appointed by the Board, to attend schools, conferences, workshops, and meetings which enhance their ability to perform their duties and services in a more efficient and economical manner, thus being beneficial to the operation of County government. The following shall be effective for all out of county travel
- B. If the reason for travel is to attend a conference, seminar, or workshop; a copy of the agenda must accompany the request. The request must include the following information:
  - a) The name and location of the event or meeting;
  - b) The date(s) and time(s) of the event or meeting;
  - c) An explanation of why the trip is necessary; and
  - d) A detailed description and estimate of all costs, including information on any financial decisions made, such as:
    - (1) The employee leaving a day early to take advantage of lower airfare;
    - (2) Two employees traveling together by personal car;
    - (3) The employee staying over the weekend to take advantage of lower airfare (indicate if at employee's or county's expense). The department may pay additional expenses related to the reduced airfare provided it does not exceed the amount of the reduction.
- C. When an employee elects to drive a personal vehicle instead of flying, the form must show the lowest round trip airfare amount along with the anticipated mileage expenses; and other unusual situations increasing or decreasing trip costs.
- D. Employees who make out-of-state trips at no cost to the county must go through the same approval process, including a notation that there is no cost to the county.
  - a) The name of the paying organization must be listed, along with what expenses are covered and whether the expenses are paid directly by the third party or if the third party is reimbursing the employee.



b) If the employee is reimbursed by a third party, the employee must provide the agency with a copy of the expense report that he or she submits to the third party for reimbursement.

c) The employee must also certify that he or she must not seek reimbursement beyond the limits established by county policy or collective bargaining agreement, that the employee must not seek reimbursement from the county for expenses paid by the third party and must not accept personal travel benefits.

E. Travel to communities bordering the county of Becker (i.e., Fargo, etc.) does not require out-of-state approval. Travel to border communities is treated as in-state travel and expenses are reimbursed in accordance with labor agreements, compensation plans, county rules and policies and procedures applying to in-county travel. All requests for travel will be submitted to the Board of Commissioners. Such requests should be made in writing, using the *Training Request Form*, with an accurate estimate of all costs, details of the planned travel including benefits to the organization.

F. Whenever possible, requests for attendance at such meetings shall be submitted when departmental annual budgets are presented to the Board of Commissioners.

G. Individuals will be reimbursed for reasonable costs of mileage, meals (maximum reimbursement amounts per meal, may be established annually) and lodging incident to approved attendance at all schools, conferences, workshops, and meetings when the site of said meetings are located out of state. Airline travel costs shall be based on coach or similar type arrangement.

H. One day travel to any bordering state contiguous to Becker County is exempt from requirements.

G. Employees and elected officials will be reimbursed for reasonable expenses incurred while conducting County business out of state. No expenses shall be reimbursed unless said expenses are submitted on the *Expense Reimbursement Claim Form* and must be submitted to the Auditor/Treasurer's office after approval is received/signed off by the employee and Department Head; along with paid detailed receipts, or appropriate validating documents except that approved mileage may be reimbursed at the rate authorized by the Board without documentation.

## **Travel Reimbursement and Meal Reimbursement: Premium Pay**

If employees are required to travel outside of the area in performance of their duties as a county employee, they will receive reimbursement of expenses for meals, lodging and necessary expenses incurred. The county will not reimburse employees for meals connected with training or meetings within county limits.

To receive reimbursement for breakfast and/or or dinner expenses, employee's travel must include an overnight stay and/or the employee's departure/return time must be more than 2 hours outside of the employee's regular workday schedule. When meals are part of a tuition or registration fee, no additional reimbursement request for such meals can be claimed for reimbursement. Meals will be claimed on the expense form with the date, time, and location of the travel.

Expenses for meals, including sales tax and up to 20% gratuity, will be reimbursed according to this policy. No reimbursement will be made for alcoholic beverages. Maximum reimbursement for meals, including sales tax and gratuity while on travel status shall be reimbursed according to the maximum per day and per meal as set by the County Board and outlined below:

### Meal Reimbursement

Breakfast	\$15
Lunch	\$20
Dinner	\$30

Approved 04/04/2023

**BECKER COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION 03-24-1C**

**BECKER COUNTY OPPOSITION TO**

**TRANSFERRING STATE OWNED TAX FORFEIT LANDS WITHIN THE WHITE EARTH FOREST TO THE WHITE EARTH BAND OF THE MINNESOTA CHIPPEWA TRIBE**

**WHEREAS**, Becker County cooperatively manages tax forfeited public forest lands with the Minnesota Department of Natural Resources in the White Earth Forest for forestry and public recreational purposes;

**WHEREAS**, the transfer of State managed forest lands to the White Earth Band would restrict legal access to Becker County managed tax forfeit lands;

**WHEREAS**, the access to public and privately owned lands and lakes would be restricted if State owned public lands were transferred from public ownership to the White Earth Band.

**WHEREAS**, the transfer of State managed lands from public ownership will reduce recreational and business activities that occur on or adjacent to those lands such as hunting, hiking, picnicking, snowmobiling and ATV use, maple syrup operations, forestry and logging, boating, canoeing, fishing, resulting in an adverse economic impact on the local and regional economy.

**WHEREAS**, the maintenance and access to lands and lakes over State managed and maintained Forest Roads, Forest Trails and Lake Accesses will be restricted, impacting the ability of local emergency responders to respond to requests for aid.

**WHEREAS**, the transfer of State tax forfeit lands to the White Earth Band would cause a loss of tax in lieu payments from the State to the County and reducing the local tax for local units of governments;

**NOW THEREFORE BE IT RESOLVED**. That the Board of County Commissioners of Becker County, Minnesota hereby urges our legislative representatives and the Governor to not support Senate File 3480 and House File 4304 which would transfer State owned tax forfeit lands to the White Earth Band, modifying the disposition of tax forfeit lands, and eliminate the White Earth Forest.

Duly adopted this 5th day of March, 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS  
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith  
Carrie Smith  
Interim County Administrator

/s/ John Okeson  
John Okeson  
Board Chair

State of Minnesota )  
  ) ss  
County of Becker )

I, the undersigned being the duly appointed and qualified Interim 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 March 5<sup>th</sup> 2024, as recorded in the record of proceedings.

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

**BECKER COUNTY BOARD OF COMMISSIONERS**  
**RESOLUTION 03-24-1H**  
**County Coroner Appointment**

**WHEREAS**, in accordance with Minnesota State Statute 390.005, there is a need to appoint a County Coroner, and;

**WHEREAS**, Becker County Board of Commissioners wishes to appoint Dr. Nicole Strand for a four year term; and

**NOW THEREFORE BE IT RESOLVED.** That the Board of County Commissioners of Becker County, Minnesota, approves the appointment of Dr. Nicole Strand as Becker County Coroner for a four-year term, beginning on March 5, 2024 and expiring on December 31, 2027; and also hereby authorizes Dr. Nicole Strand to appoint a Deputy Coroner, to assist her with duties as deemed necessary.

Duly adopted this 5<sup>th</sup> day of March, 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS  
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith  
Carrie Smith  
Interim County Administrator

/s/ John Okeson  
John Okeson  
Board Chair

State of Minnesota )  
                                  ) ss  
County of Becker    )

I, the undersigned being the duly appointed and qualified Interim 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 March 5, 2024, as recorded in the record of proceedings.

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

**BECKER COUNTY BOARD OF COMMISSIONERS MEETING 3/5/2024**

**BECKER COUNTY AUDITOR TREASURER**

**Combination On/Off Sale w/Sundays – New**

1. Swanies Pub – Bradley Olek – Cormorant Twp

**Combination On/Off Sale w/Sundays – Renewal**

1. Ice Cracking Lodge – Tanya Parsons – Round Lake Twp

**On-Sale w/Sundays – Renewal**

1. Forest Hills Golf & RV Resort – Robert Spizzo – Audubon Twp

**3.2 On/Off-Sale – Renewal**

1. The Hideaway Resort – Allen Chirpich – Shell Lake Twp

**Off-Sale – Renewal**

1. Cormorant Bottle Shop – Rod Einerson – Cormorant Twp

**BECKER COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION 03-24-1A**

**New and Returning Watercraft Inspectors**

**WHEREAS**, there is a need to ratify the compensation for new and returning Watercraft Inspectors.

**NOW THEREFORE BE IT RESOLVED**, to ratify the compensation of the new and returning Watercraft Inspectors set for 2017:

- Level 1 Inspector
  - \$14.00 per hour
- Level 2 Inspector
  - \$16.50 per hour

**BE IT FURTHER RESOLVED**, to ratify compensation new and returning Watercraft Inspectors shall be set for 2024 rate and shall continue unless amended by motion of the County Commissioners:

- Level 1 Inspector
  - First Season \$16.00 per hour
  - Second Season \$17.00 per hour
  - Third Season \$17.50 per hour with \$0.50 annual increases after that to a maximum of \$18.00 per hour
- Level 2 Inspector
  - First Season \$18.50 per hour
  - Second Season, if hired, \$19.50 per hour, up to a maximum of \$20.00 per hour

Duly adopted this 5<sup>th</sup> day of March 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS  
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith  
Carrie Smith  
Interim County Administrator

/s/ John Okeson  
John Okeson  
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 March 5, 2024, as recorded in the record of proceedings.

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

**DELEGATION AGREEMENT**  
**Aquatic Invasive Species (AIS) Prevention**  
**Inspection of Water-related Equipment**

This agreement is made by and between the Department of Natural Resources (referred to as DNR), an administrative agency of the State of Minnesota and

(referred to as Governmental Unit), a local government unit (individually referred to generally as a Party or together as Parties). This agreement is entered into under authority granted to DNR pursuant to Minnesota Statutes section 84D.105.

WHEREAS AQUATIC INVASIVE SPECIES (AIS) are nonnative species that cause or may cause economic or environmental harm or harm to human health or threatens or may threaten natural resources or the use of natural resources in the state;

WHEREAS DNR has been authorized and charged with responsibility by the state legislature to establish a statewide program to prevent and manage the spread of AIS in coordination with other governmental entities; DNR has in its employ conservation officers trained and authorized to enforce the state invasive species laws; and DNR has developed AIS inspection protocols;

WHEREAS pursuant to Minnesota Statutes section 84D.105, Subdivision 2(a), Governmental Unit is a Tribal or local government that agrees to assume legal, financial, and administrative responsibilities for inspection programs on some or all public waters within their jurisdiction; and

WHEREAS DNR and Governmental Unit are committed to the following three core principles:

- Coordination of their authority and resources to develop a reasonable and effective water-related equipment inspection requirement to stop the spread of AIS in the state and prevent the introduction of new AIS;
- a collaborative, cooperative approach to AIS management and prevention;
- ensuring continued access to public waters.

NOW, THEREFORE it is mutually agreed by and between the Parties as follows:

**1. PURPOSE.** The purpose of this agreement is to enhance Minnesota's capacity to prevent the spread of AIS by enabling local governmental entities to perform AIS inspections and manage access to water resources in keeping with the three principles stated above.

**2. TASKS AND RESPONSIBILITIES.**

A. DNR or its delegee will provide training of individuals employed by Governmental Unit and/or individuals working for contractors to Governmental Unit as inspectors and, upon successful completion of training and testing requirements, the DNR will certify individuals as authorized inspectors in accordance with Minnesota Statutes section 84D.105, subd. 2(a). DNR will assume all obligation for training to the extent set forth in Minnesota Statutes section 84D.105.

B. When requested by a law enforcement agency, DNR Enforcement will provide AIS training to licensed peace officers

C. Governmental Unit will work with their local city and county law enforcement to ensure that local licensed peace officers are available to support Governmental Unit inspectors. Governmental Unit inspectors shall utilize local city and county law enforcement agencies as their primary law enforcement support when inspection stations are operated. DNR Conservation Officers may assist with support if a local agency officer is unavailable and there is an egregious violation.

D. Governmental Unit will design and implement an AIS inspection program, detailed in a Watercraft Inspection Program Plan, which must be approved by DNR, on some or all public waters within their jurisdiction utilizing existing authorities and the authority granted to inspectors under Minnesota Statutes sections 84D.105, subd. 2(b) and 84D.10, subd. 3(a), clauses 1, 3, and 4 (the Program). The program must comply with all requirements in Minnesota Statutes section 84D.105 and in DNR Watercraft Inspection Program procedures and manuals.

E. Governmental Unit will designate individuals employed by the Governmental Unit and/or individuals working for contractors to Governmental Unit to serve as inspectors for the Program and ensure that these individuals complete the required training and certification in paragraph 2A of this agreement prior to performing inspections. Governmental Unit will help coordinate training of licensed peace officers as provided under paragraph 2B of this agreement.

F. Governmental Unit will provide one or more inspection stations established under the Program with trained and certified inspectors, who will exercise inspection authorities in accordance with current DNR procedures and manuals. General inspection procedures include:

- i. Visually and tactilely inspecting water-related equipment to determine whether aquatic invasive species, aquatic macrophytes, or water is present;
- ii. Instructing persons on how to comply with AIS laws by removing AIS, draining, decontaminating, or treating AIS and water-related equipment to prevent the transportation and spread of aquatic invasive species, aquatic macrophytes, and water;
- iii. Issuing verbal orders to prohibit placing water-related equipment, that has AIS attached or water that has not been drained, into waters of the state;
- iv. With owner's consent, assisting with the removal of AIS and decontamination of water-related equipment; and
- v. Contacting local law enforcement or Conservation Officers if a person transporting watercraft or water-related equipment refuses to take corrective actions to remove AIS or fails to comply with requirements to drain water prior to leaving the water access.

G. Governmental Unit will support education and outreach projects and programs designed to increase public awareness and knowledge of the risks AIS pose to water resources and public capacity to contribute to the effort to prevent and manage the spread of AIS.

H. Governmental Unit assumes legal, financial, and administrative responsibilities for their staff and/or individuals working for contractors and the actions of their staff/contractors and will bear costs incurred in completing the tasks and responsibilities herein, except that DNR will provide, at its sole expense, staff and/or contracted professionals to coordinate and conduct the training described herein.

I. Governmental Unit and DNR will regularly meet or consult with each other to collaboratively develop the above-described elements of Governmental Unit AIS Program and potential models that could be used by other local government entities to help prevent the spread of AIS, guided by the three core principles stated above.



J. Governmental Unit must submit an End-of-Season Watercraft Inspection Report to the DNR summarizing the results and issues related to implementing the inspection program.

**3. LIABILITY.** Each Party to this agreement shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its agents, volunteers or employees. It is understood and agreed that liability and damages arising from the Parties' acts and omissions are governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable laws.

**4. TERM AND TERMINATION.** The agreement becomes effective on the date of final signature. This agreement expires on December 31; . The agreement may be terminated with or without cause by 30-day written notice to the other Party.

**5. ENTIRE AGREEMENT.** This agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between DNR and Governmental Unit, and contains the entire agreement with regard to the subject matter herein.

**6. AMENDMENTS.** This agreement may be amended only by the mutual consent of the Parties in writing, signed by each of the Parties.

**7. NOTICE.** Any written communication required under this agreement will be addressed to the other Party as follows, except that any Party may change its representative and/or address for notice by so notifying the other Party in writing:

**To DNR:**

Watercraft Inspection Program Coordinator  
Minnesota Department of Natural Resources  
500 Lafayette Road, Box 25  
St. Paul MN 55155-4025

**To Governmental Unit:**

**Name/Title:**

**Governmental Unit:**

**Address:**

**Address:**

**8. GOVERNING LAW AND VENUE.** This agreement will be governed by and interpreted in accordance with the laws of the State of Minnesota. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**9. WAIVERS.** The waiver by DNR or Governmental Unit of any breach or failure to comply with any provision of this agreement by the other Party will not be construed as nor will it constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this agreement.

**10. STATE AUDITS.** Under Minnesota Statutes section 16C.05, subd. 5, Governmental Unit books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

**11. GOVERNMENT DATA PRACTICES.** Governmental Unit and DNR must comply with the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, as it applies to all data provided by DNR under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Governmental Unit under this agreement. The civil remedies of Minnesota Statute section 13.08 apply to the release of the data referred to in this clause by either Governmental Unit or DNR.

If Governmental Unit receives a request to release the data referred to in this Clause, Governmental Unit must immediately notify the DNR's Data Practices Compliance Official. The Governmental Unit's response to the request shall comply with applicable law.

The state complies with Minnesota Government Data Practices Act regarding the released of any data created, collected, received, stored, used, maintained, or disseminated by the respective party under this agreement. The state and the Governmental Unit shall let each other know when a data request has been received.

**IN WITNESS WHEREOF**, intending to be legally bound, the Parties hereto execute and deliver this agreement.

GOVERNMENTAL UNIT:

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

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

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

DEPARTMENT OF NATURAL RESOURCES

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

Title: Director, Division of Ecological and Water Resources

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

COMMISSIONER OF ADMINISTRATION

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

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

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



# BECKER COUNTY

## IT Department

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

MEMORANDUM FOR ACTION

Date: 3/5/2024

SUBJECT: SIEM Tool

THROUGH: IT Department, Courthouse Committee and Finance Committee

TO: Becker County Commission

### 1. References:

Becker County is required to collect, aggregate, and analyze volumes of data from our devices, servers, and users.

Since it is volumes of data per day (25 gig per day) we need a SIEM Tool. We do not have the time or staff to do this to review the data manually. The SIEM tool will use predetermined rules to help Becker County IT define threats and generate actionable alerts.

### 2. Discussion: SIEM Tool and Consulting

Item	Description	Hourly	Quantity	Cost
SE-T-LIC-ST	Enterprise Yearly License			\$17,813.58
	SIEM Tool Consulting	\$112.50	\$80.00	\$9,000.00
<b>Total</b>				<b>\$26,813.58</b>

### 3. Funding

- a. Budgeted in 2024

4. Action – recommend approving the quote for SIEM Tool for 1 year with expectation we will continue the use of the SIEM tool for the next 3 years. If we chose to lock in the price up for 3 years the total is  $\$17,813.58 \times 3 = \$53,440.74$ .

5. The point of contact for this is Judy Dodd, IT Director, 218-846-7200 X7332



# BECKER COUNTY

## *IT Department*

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7230

MEMORANDUM FOR ACTION

Date: 3/5/2024

SUBJECT: Purchase Internal Firewall

THROUGH: IT Department, Courthouse Committee and Finance Committee

TO: Becker County Commission

1. References:

Expand MFA to internal WIFI by purchasing Firewalls.

2. Discussion:

Item	Description	Cost	Quantity	Cost
Firewall	1U Next Gen Firewall	\$2,574.10	2	\$5,128.20
	License	\$481.50	1	\$ 481.50
<b>Total</b>				<b>\$5,629.95</b>

3. Funding

a. Budgeted in 2024

4. Action – recommend approving the quote for 2 Firewalls which will enhance our security posture.

5. The point of contact for this is Judy Dodd, IT Director, 218-846-7200 X7332

## SQUAD VEHICLES PRICING

<u>Item</u>	<u>PRICER PER</u>	<u>AMOUNT</u>	<u>COST</u>
<b>YEARLY PURCHASE OF FORD MARKED SQUADS</b>	<b>\$46,972.94</b>	<b>2</b>	<b>\$93,945.88</b>
CURRENT 2024 VEHICLE BUDGET BALANCE			\$121,130.56
<b>LEFT IN 2024 BUDGET</b>			<b>\$27,184.68</b>
<b>REPLACEMENT SQUAD FROM INSURANCE CLAIM</b>	<b>\$46,972.94</b>	<b>1</b>	<b>\$46,972.94</b>
REMAINDER OF 2024 BUDGE FROM ABOVE	\$27,184.68		\$27,184.68
MCIT INSURANCE CLAIM ADJ			\$34,773.00
<b>TOTAL OF INS ADJ AND 2024 BUDGET</b>			<b>\$61,957.68</b>

leftover from all squad purchases

\$14,984.74

**BECKER COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION 03-24-1D**

**LAKES AREA SPECIAL WEAPONS AND TACTICAL TEAM "SWAT" MUTUAL AID AGREEMENT**

**WHEREAS**, THIS AGREEMENT is made by and between the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as "Parties", and individually as "Party" which are signatories to this "Agreement".

**WHEREAS**, the Unit has agreed to rescind the previous "agreement" and is requesting approval of this Mutual Aid Agreement;

**WHEREAS**, The Parties desire to establish a highly trained and skilled tactical team and the name of this entity shall be the Lakes Area Special Weapons and Tactics Team (SWAT);

**WHEREAS**, The Agreement shall commence upon approval of the governing body of each Party and signature of the official with authority to bind the entities listed in paragraph I. The Agreement shall be in effect only with respect to the Parties who have approved and signed it. This Agreement is for Calendar Year 2024 and shall continue thereafter with the joined Parties.

**NOW THEREFORE BE IT RESOLVED**, that the Board of County Commissioners of Becker County, Minnesota, approves the agreement

Duly adopted this 5<sup>th</sup> day of March, 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS  
Becker County, Minnesota

ATTEST:

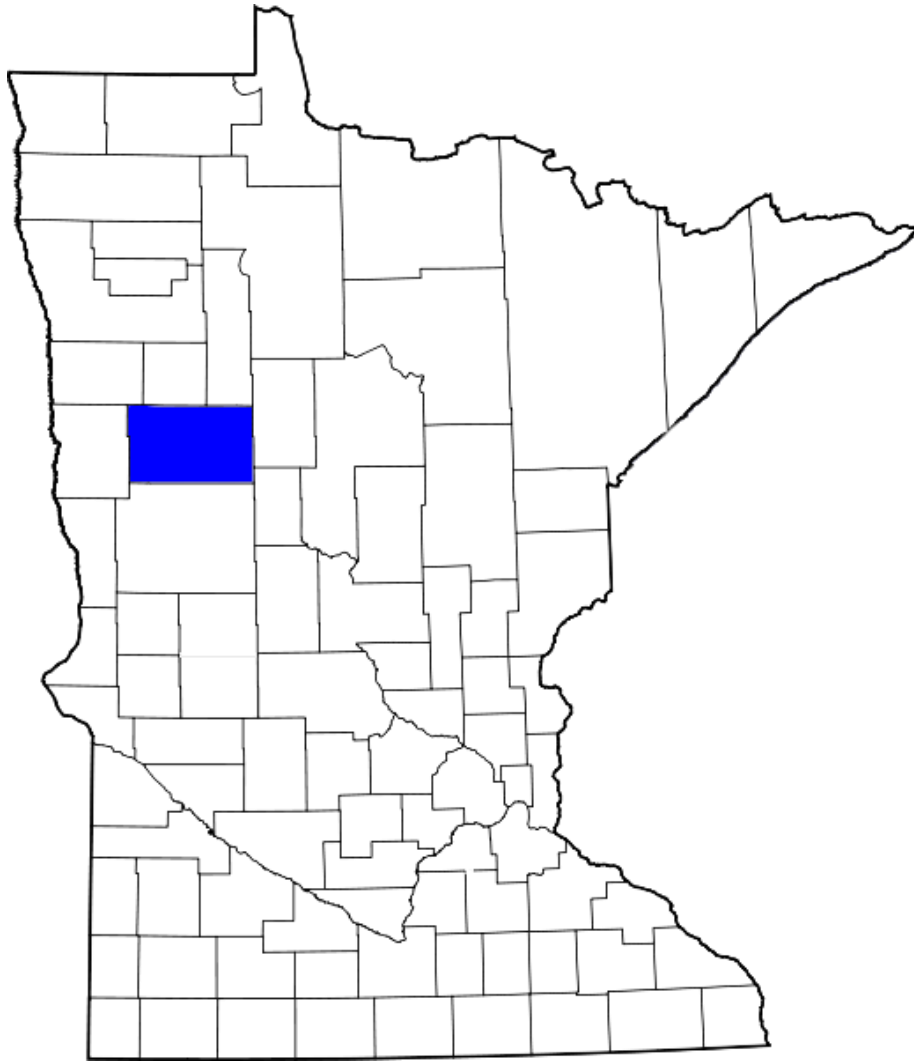
/s/ Carrie Smith  
Carrie Smith  
Interim County Administrator

/s/ John Okeson  
John Okeson  
Board Chair

State of Minnesota )  
  ) ss  
County of Becker     )

I, the undersigned being the duly appointed and qualified Interim 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 March 5, 2024, as recorded in the record of proceedings.

Carrie Smith  
Interim County Administrator



Minnesota Department of Corrections

Becker County

Comprehensive Plan

February 21, 2024

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## Introduction

<b>Race and Hispanic Origin</b>	<b>Becker</b>
White alone, percent	87.50%
Black or African American alone, percent(a)	0.70%
American Indian and Alaska Native alone, percent(a)	7.50%
Asian alone, percent(a)	0.60%
Native Hawaiian and Other Pacific Islander alone, percent(a)	0.10%
Two or More Races, percent	3.70%
Hispanic or Latino, percent(b)	2.40%
White alone, not Hispanic or Latino, percent	86.10%

<b>Geography</b>	
Population per square mile, 2020	26.8
Land area in square miles, 2020	1,315.06
FIPS Code	27005

## Administration and Organization of Correctional Services

### *DOC Vision*

Achieving justice through promotion of racial equity, restoration from harm, and community connectedness

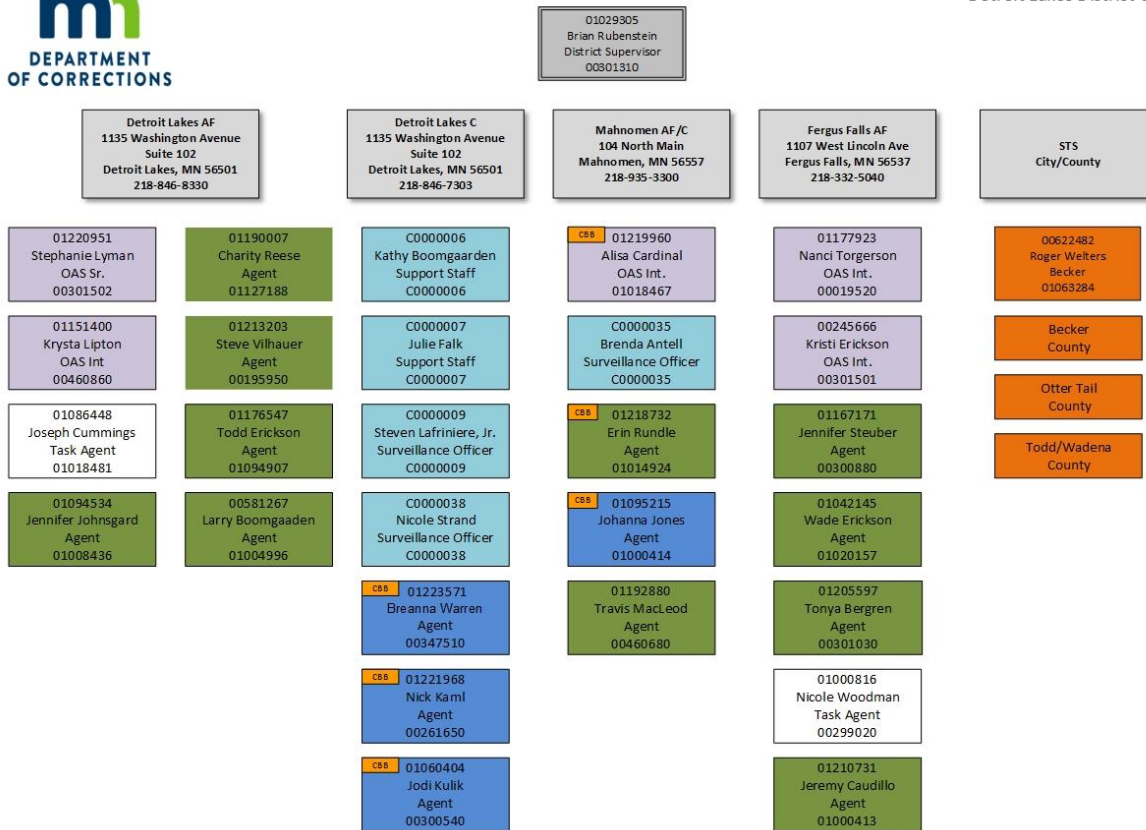
### *DOC Mission*

Transforming lives for a safer Minnesota

# District Organization Chart



Detroit Lakes District Org Chart



The Minnesota Department of Corrections (DOC) provides felony and supervised release supervision in 51 of the 87 Minnesota counties, and in 30 of those counties, the DOC also provides juvenile, and misdemeanor sentenced supervision. On any given day there are approximately 20,000 persons under probation and supervised release supervision. In addition, the DOC provides Intensive Supervised Release (ISR) supervision in 75 of the 87 counties for those persons that are released from prison with the highest level of risk for repeat sexual and violent offenses. The DOC also provides supervision in 82 of our 87 counties for those persons released from prison early to serve their time in the community after participating in the DOC Challenge Incarceration Program (CIP). Lastly, the DOC operates 21 Sentence to Service (STS) crews across the state.

- The Becker County Adult Felony Office has 5.5 probation officers, and 2 office and administrative support staff. Three probation officers supervise a mixed caseload (minimum to high risk) felony level clients, one probation officer supervises felony level sex offender clients in Becker and Mahnomen County, one-half of a probation officer's position supervises an enhanced (high risk) caseload of felony level clients who participate in the White Earth Assistant Tribal Probation Officer Program, and one probation officer is assigned the role of Task Agent. The Task Agent completes Pre-Sentence Investigations, Pretrial Bail Evals, Worksheets, etc. We have one Sentencing to Service Crew Leader in Becker County. The MN DOC also provides 1 full time equivalent probation officer to supervise clients within the Becker County Drug & Treatments courts. This additional level of supervision is at no cost to Becker County.
- We have 3 Intensive Supervised Release (ISR) probation agents who supervise clients with high risk/high needs in Becker who are on supervised release supervision.
- The Becker County Gross Misdemeanor, Misdemeanor and Juvenile Office (Contract) has 3 probation officers, and 1 administrative support staff. One of the agents supervises juvenile clients and the other two agents supervise adult misdemeanor and gross misdemeanor level offenses. One of our agents in this office also supervises felony level clients who are part of the Becker County Specialty Courts.

- The Detroit Lakes District Supervisor oversees management and supervision of the Becker Felony Office, the Becker Gross Misdemeanor, Misdemeanor, and Juvenile Office (Contract), Otter Tail County Felony Office, and the Mahnomen Felony and Contract County office. The Office Administrative Specialist Sr. assists the District Supervisor with management of the same three DOC offices/staff.

## Advisory Board

During the calendar year of 2024, a goal in place for Becker County will be to establish a Criminal Justice Coordinating Council. Prior to establishing the Coordinating Council, the District Supervisor will present the 2024 Comp Plan within the Becker County Sheriffs Committee. The Sheriffs Committee will be presented and informed of the 2024 Comp Plan and upon approval, the District Supervisor will present the plan to the Becker County Board of Commissioners.

## DOC Training Requirements:

Agents new to the DOC participate in a Statewide Training (STA) Academy. STA is spread out over three months, is hybrid in nature (courses in person & virtual platform) and consists of over 140 hours of instruction on evidence best practices (EBP) and how to effectively work with persons under supervision to assess and reduce their probability for future criminality, agent safety, as well as other general knowledge courses. Agents are required to complete 40 hours of training each year; 20 of which are to be EBP related. STS crew leaders are required to complete 40 hours of training, which includes an annual two-day Advanced Crew Leader training at Camp Ripley with instruction on chainsaws, tree felling, small engine repair, safety, and best approaches to working with clients and stakeholders. Support staff are required to complete 16 hours of training relevant to their position. See the FY 24 required training for Field Services in Appendix A.

## Overview of Supervision Population

See Appendix C for statistics.

## Strategic Planning at the State Level

Each county may have goals addressing specific needs in their community. As an agency, Field Services' main approach to transforming lives is targeting the drivers of criminality and providing interventions to address those needs to lower that person's level of risk for criminality. As with most agencies, it is not just knowing what those strategies are, but who to prioritize for resources and how to effectively implement those strategies with high fidelity within an organization that leads to greater success.

## Use of Evidenced Based Practices with fidelity: (Normative Feedback)

All DOC Supervisors attended the Alliance for Community and Justice Innovation (ACJI's) Implementation Leadership Academy on best approaches to implementation and sustaining culture change and will continue with coaching from ACJI. For all DOC counties, one of the main objectives is to continue to ensure that staff are using evidenced best practices with fidelity. In fiscal year 2024, all DOC counties will be ensuring that staff review the risk assessment results with the person being assessed. (Normative Feedback). This helps the person under supervision have a better understanding of behaviors and thinking that place them at risk for ongoing criminality.

- Feedback was formally introduced to our district in the winter of 2022. Before that time, individual agents had brought it to their Communities of Practice trainings after learning about it from other areas within the state or through other trainings. Since its formal introduction, agents within our district attend monthly trainings that have aided in broadening their knowledge base and putting the specific skills into practice. These trainings focus on teaching each agent how to prepare for a feedback session and to practice a client feedback session through

role playing scenarios within the training. The district will continue to meet monthly for Normative Feedback training until the district agents have mastered this element of Evidence Based Practice.

### Council of State Governments (CSG)- Justice Reinvestment Initiative

All three MN delivery systems have partnered together and are currently receiving technical assistance from CSG and the Bureau of Justice Assistance (BJA) to continue to implement the recommendations for MN made by CSG after assessing the state’s supervision procedures through the Justice Reinvestment Initiative. Legislatively, an oversight body, the Community Services Advisory Council (CSAC), was created with specific goals. That oversight group will provide both direction and approve recommendations from various statewide workgroups. Technical assistance was awarded to all 3 delivery systems to implement a statewide Risk/Needs Assessment tool.

A workgroup was formed for this initiative and is actively working to implement one tool within the next year. All delivery systems have agreed to move forward with using the Level of Service/Case Management Inventory (LS/CMI) as MN’s risk and needs tool. The workgroup is currently working to create a “Request for Proposal” for outside parties to submit interest in validating this tool for the state of MN. Once validated, MN will utilize this tool to determine risk and need areas and level of supervision for justice-involved adults. Additional tools may also be utilized for offense specific cases and other responsivity areas.

There is also a Phase II workgroup that is designated to assist in the implementation of many of CSG’s original recommendations. Initially, this group is looking at creating a single standard of supervision for MN, regardless of what county/agency a client is supervised in. Additionally, implementation of a statewide behavior modification tool or incentives/sanctions grid, is being considered.

CSG is also aiding Minnesota in development of statewide supervision outcome data. A statewide data committee has been established to create statewide outcomes that are able to measure supervision success and return on investment. The committee has worked with CSG staff to identify outcomes that impact success, such as housing or mental health rates, the percent of persons under supervision that are successfully completing cognitive behavior or other treatment services to address their pathways to criminality, and data on recidivism, violation rates, and percent of those who successfully completed required conditions of supervision. The committee is currently working on where the data is located, the ability to gather data statewide and standards on data input for each agency to follow.

Lastly ISR Transformation has been focused on supervision standards across all ISR agencies where the supervision is structured at an individual level rather than a “program”. The purpose of ISR Transformation is to develop standards and guidelines for the administration of ISR that increases success (desistance), enhances equity, and appropriately balances the need for public safety with person-centered approaches. ISR Transformation is currently working on implementing the changes established by the working group in CY 2024.

### Strategic Planning at the Local Level

Becker Felony Office and the Becker Contract Office have the following strategic goals:

- Collaborate with the Becker County Jail to successfully utilize the newly hired Becker County Release Planner position.
- Continued engagement with full staff allotment within the Becker County Drug and DUI Specialty Courts.
- Continued work on reducing juvenile placement costs and monitoring costs throughout the calendar year of 2024. 2023 costs were down nearly 45% from 2022.
- Address pre-trial supervision services and seek support from Becker County, the Judicial Branch, and key stakeholders.

## Pre-Trial, Diversion and Other Services

Pretrial standards based on best practices focus on maximizing court appearances and providing referral for services, rather than release condition compliance. Please see Pre Trial-Best Practices in Appendix B

- Your agency's program for detaining, supervising, and treating individuals under pre-trial supervision, and any diversion program(s)

Pretrial supervision in Becker County involves monitoring individuals who are awaiting trial to ensure compliance with court-ordered conditions and to reduce the risk of flight or further recidivism. Effective pretrial probation supervision involves a combination of strategies aimed at ensuring public safety, court compliance, and the overall well-being of clients who are awaiting trial. Completion of drug tests and using apprehension and detention orders are key components of pretrial supervision, and they offer several benefits:

### **Client Risk:**

**Drug Testing:** Regular drug testing helps identify individuals struggling with substance abuse issues. This information allows probation officers to address these issues promptly, either through treatment or increased supervision, reducing the risk of relapse and related criminal behavior.

**Apprehension and Detention Orders:** These measures act as deterrents and tools for managing individuals who pose a flight risk or a danger to the community. The threat of detention can discourage individuals from violating their pretrial conditions, ensuring public safety.

### **Court Compliance:**

**Drug Testing:** Regular drug testing ensures individuals comply with court-ordered conditions related to substance abuse. Non-compliance can lead to appropriate interventions, such as counseling or treatment, to address the underlying issues.

**Apprehension and Detention Orders:** The threat of apprehension and detention encourages individuals to adhere to the conditions set by the court, promoting accountability throughout the pretrial period.

In summary, the MN DOC provides drug testing and the use of apprehension and detention orders in pretrial supervision contribute to public safety, court compliance, and individual client accountability. These measures are designed to reduce the risk of recidivism and ensures that our clients adhere to the conditions set by the court during the pretrial period. During 2024, the Detroit Lakes District will be focusing on providing additional resources towards greater Pretrial Supervision implementation. With additional funding options made available in 2024, the Detroit Lakes District is looking to enhance Pretrial Supervision to include the following:

**Risk Assessments:** Pretrial Agent will conduct comprehensive risk assessments to evaluate the individual's likelihood of reoffending or failing to appear in court. This assessment will consider factors such as the nature of the charges, criminal history, ties to the community, and substance abuse issues.

**Individualized Case Plans:** Pretrial Agent will develop individualized case plans based on the risk assessment. Tailor the conditions of pretrial release to address the specific needs and risks of each individual. This may include drug testing, electronic monitoring, or participation in treatment programs.

**Regular Visits:** The Pretrial Agent will establish a schedule for regular visits with the agent. Frequent communication allows for monitoring and support while providing an opportunity to address any issues or concerns promptly.

**Community Resources and Support:** The Pretrial Agent will connect clients with appropriate community resources and support services, such as mental health treatment, substance abuse counseling, housing assistance, or job training. Access to these resources can address underlying issues contributing to poor decisions making skills and/or the increased risk to reoffend.

**Supervision Levels:** The Pretrial Agent will differentiate supervision levels based on risk. Higher-risk individuals may require a higher level of supervision, including more frequent visits, electronic monitoring, and/or participation in individualized cognitive based programming.

**Collaboration with Stakeholders:** The Pretrial Agent will foster collaboration between agents, defense attorneys, prosecutors, and other stakeholders. Open communication ensures that everyone involved is informed about the individual's progress and any challenges they may be facing.

**Swift and Certain Responses:** Implement a system of swift and certain responses to violations of pretrial conditions. Clearly communicating the consequences of non-compliance and ensure that violations are addressed promptly, reinforcing accountability. Continued and frequent communication with the County Attorney's office is paramount to the success of this style of supervision.

By combining the above best practices, pretrial probation supervision can be more effective in achieving its goals of promoting public safety, ensuring court compliance, and supporting individuals in their behavior change efforts.

- How adult pre-sentence investigations, post-conviction investigations, and reports for the district court are made, as well as how juvenile social history reports are made;
  - In the Becker County Felony Office and Becker County Contract Office for adult clients, a pre-sentence investigation questionnaire is provided to the client to complete. The agent schedules an office appointment with the client to review the pre-sentence investigation questionnaire to seek additional clarifying information to prepare a comprehensive report and recommendations for the Court.
  - The Becker County Felony Office and Becker County Contract Office prepares post-conviction investigation reports in adult clients. Both offices prepare the post-conviction report after meeting with the client and reviewing the client's criminal history.
  - The Becker County Contract Office prepares social history reports for the Court. The agent meets with juvenile clients by scheduling an office appointment with the juvenile/parent to seek necessary information to prepare social history reports and provides recommendations to the Court.
- The manner in which conditional release services to the courts and persons under the jurisdiction of the commissioner are provided.
  - The Becker County Felony Office and ISR agents supervise clients placed on conditional release who are under the jurisdiction of the Commissioner of Corrections. The agents provide supervision pursuant to the Department of Corrections contact standards. Agents assist the client with finding appropriate housing, chemical and mental health assessments including any recommended treatment, employment, and reentry into the community.

## Narrative of Core Interventions and Evidence-based Practices (EBP)

The DOC uses risk, need, and responsivity principles for effective case management that adhere to the following:

## The DOC Key Supervision Principles:

- **Use of validated risk needs and responsivity assessment tools that are validated and evaluated for disparities.** Primary assessment tools are LS/CMI and Youth Level of Service/Case Management Inventory (YLS/CMI) as the overall tool for most persons under supervision. For sex-specific crimes, the DOC uses the Static 99 and Stable, and the DOC MNSTARR 2.0 for risk on supervised releasees from a MN Correctional Facility. Field Services' policy is to have the assessment completed within 30 days of the person being placed under supervision and reassessed annually for adults and every six months for juveniles. The CSAC has prioritized validation of the LS/CMI tool for MN's justice-involved population in 2024.

Within Becker County, our Corrections Agents utilize the following specialized assessment tools: LSCMI (Level of Service Case Management Inventory), RANT (Risk and Needs Triage – Drug and DUI), DVSI (Domestic Violence Screening Inventory), and the STATIC-99 & STABLE (Enhanced Sex Offender Assessments).

- LSCMI

- The LSCMI (Level of Service Case Management Inventory) assessment tool is designed to assess the risk, need, and responsivity factors of individuals involved in the criminal justice system. Some of the positives of the LSCMI assessment tool include:
  - 1. Comprehensive Assessment: The LSCMI covers a wide range of factors, including criminal history, social history, substance abuse, employment, education, and family circumstances. This comprehensive approach helps in understanding our clients background and potential risks.
  - 2. Structured Framework: The LSCMI provides a structured framework for our Corrections Agents to assess and evaluate clients consistently. This structured approach helps in making more objective decisions about interventions and our supervision strategies.
  - 3. Evidence-Based: The development of the LSCMI is based on empirical research and is continuously validated through ongoing studies. This ensures that the tool is grounded in evidence-based practices and can effectively identify risk factors associated with criminal behavior.
  - 4. Risk Assessment: One of the primary purposes of the LSCMI is to assess an client's risk of re-offending. By identifying specific risk factors, our Corrections Agents can tailor interventions and treatment plans to address these factors effectively, ultimately reducing the likelihood of recidivism.
  - 5. Individualized Treatment Planning: The LSCMI helps in identifying the specific needs of clients, allowing for the development of individualized treatment plans. By targeting areas such as substance abuse, education, or employment, our Corrections Agents can address the underlying factors contributing to poor decision-making skills which can lead to criminalized behavior.
  - 6. Resource Allocation: By identifying the needs and risks of clients, the LSCMI helps in allocating resources more efficiently. This ensures that our interventions and services are targeted towards clients who are most in need and at the highest risk of re-offending.
  - 7. Monitoring Progress: The LSCMI can be used to monitor the progress of clients over time. By reassessing clients at regular intervals, our Corrections Agents can track changes in risk and need factors, allowing for adjustments to treatment plans and interventions as necessary.
- Overall, the LSCMI assessment tool provides a structured and evidence-based approach to assessing clients involved in the criminal justice system, helping our Agents make informed decisions about interventions and supervision strategies to reduce recidivism and enhance public safety.



- RANT

- The RANT (Risk, Accomplishment, Need, and Treatment) assessment tool is comprised of the following attributes:
  - 1. Comprehensive Evaluation: RANT takes into account multiple dimensions of a client's situation, including their risk factors, accomplishments, needs, and treatment requirements. This comprehensive approach allows our Corrections Agents to gain a well-rounded understanding of the clients' circumstances.
  - 2. Individualized Approach: By considering both risk factors and accomplishments, RANT helps our Agents tailor their approach to each client. This individualized approach can lead to more effective interventions and support strategies.
  - 3. Identifying Strengths: RANT acknowledges our client's accomplishments, which can help boost their confidence and motivation. By recognizing strengths and positive attributes, our Agents can better support clients in building upon these assets to facilitate a successful adjustment within the community.
  - 4. Targeted Interventions: By identifying specific needs and treatment requirements, RANT helps our Agents develop targeted intervention plans. This can improve the effectiveness of community supervision by addressing the root causes of a client's behavior and providing appropriate support services.
  - 5. Risk Management: RANT's focus on assessing risk factors allows our Agents to better manage potential risks and develop risk mitigation strategies. By understanding the factors that may contribute to reoffending, our Agents can implement measures to reduce the likelihood of further criminal behavior.
  - 6. Evidence-Based: RANT is often based on evidence-based practices and research in the field of probation and rehabilitation. This ensures that the assessment tool is grounded in reliable principles and has been validated through empirical studies.
  - 7. Communication Tool: RANT provides a structured framework for our Agents to communicate with other stakeholders, such as treatment providers, court officials, and other related program personnel. This facilitates collaboration and ensures that everyone involved in the individual's supervision and rehabilitation is working towards common goals.
  - Overall, the RANT assessment tool can contribute to more effective supervision practices by providing our Agents with a structured framework for evaluating clients, identifying their needs, and developing tailored intervention plans aimed at reducing recidivism and promoting successful adjustment into their communities

- DVSI

The DVSI (Domestic Violence Screening Inventory) for probation has several positives:

- 1. Structured Screening Process: The DVSI provides a structured process for our Agents to screen clients for domestic violence. This helps ensure that important factors are consistently assessed in determining the risk of domestic violence.
- 2. Identifies Risk Factors: The inventory helps our Agents identify various risk factors associated with domestic violence, such as substance abuse, history of violence, or psychological issues. By identifying these factors, appropriate interventions can be implemented to address them.
- 3. Customization: The DVSI allows for customization based on the jurisdiction's needs and policies. Corrections agencies can tailor the screening process to fit the specific requirements and resources available, enhancing its effectiveness in their context.



- 4. Assists in Case Management: By identifying clients at risk of domestic violence, the DVSI assists our Agents in developing appropriate case management plans. This may involve referring clients to counseling or treatment programs, implementing monitoring measures, or adjusting supervision levels based on the assessed risk.
  - 5. Evidence-Based: The DVSI is based on established research and evidence regarding risk factors for domestic violence. This increases its reliability and validity in identifying clients who may pose a risk to their partners or family members.
  - 6. Promotes Accountability: Utilizing a standardized screening tool like the DVSI promotes accountability within the community supervision system. Our Agents can demonstrate that they are actively assessing and addressing domestic violence risks, which is crucial for public safety and maintaining public trust in the criminal justice system.
  - 7. Early Intervention: By screening for domestic violence risk factors early in the probation process, interventions can be implemented promptly to prevent further violence or escalation of abusive behavior. This can potentially lead to better outcomes for both the clients involved and the community.
  - Overall, the Domestic Violence Screening Inventory serves as a critical tool in the identification, assessment, and intervention of domestic violence, ultimately contributing to the safety and well-being of clients and families affected by this issue.
- STATIC-99 & STABLE

The STATIC-99 and STABLE assessments are commonly used tools in community supervision for assessing the risk of recidivism among clients convicted of sex offenses. Some of the positives associated with these assessments when used in community supervision can be noted as the following:

- 1. Standardized Assessment: Both the STATIC-99 and STABLE assessments provide standardized measures, which means they offer a consistent framework for evaluating clients across different cases. This standardization helps ensure fairness and consistency in decision-making processes.
- 2. Evidence-Based: These assessments are developed based on empirical research and data. They incorporate factors that have been identified through research as relevant to predicting future sexual offending behavior. This evidence-based approach enhances the reliability and validity of the assessments.
- 3. Risk Stratification: These assessments help our Agents in placing clients into different risk categories based on their scores. This allows for tailored interventions and supervision strategies. High-risk individuals may receive higher levels of supervision and treatment, while low-risk individuals may receive a lower level of supervision, thereby providing resources for those who need them most.
- 4. Informed Decision Making: By providing objective data on a client's risk level, these assessments assist our Agents in making informed decisions regarding supervision, treatment, and risk management strategies. This can contribute to better outcomes for both the clients under supervision and the community.
- 5. Monitoring Progress: The assessments can be used not only for initial risk assessment but also for monitoring changes in risk over time. This allows our Agents to track progress and adjust supervision and treatment plans accordingly.
- 6. Accountability: The use of standardized assessments adds a layer of accountability to the decision-making process. Our Agents can justify their recommendations and actions based on

the objective data provided by these assessments, reducing the likelihood of bias or arbitrary decision-making.

- 7. Resource Allocation: By identifying clients at higher risk of recidivism, these assessments help corrections agencies allocate their resources more effectively. This may include directing resources towards intensive supervision, treatment programs, or specialized interventions for higher-risk individuals.
  - 8. Legal Compliance: Utilizing validated risk assessment tools like the STATIC-99 and STABLE assessments can help corrections agencies demonstrate compliance with legal standards and guidelines. This can be important in ensuring that decisions made during the probation process withstand legal challenges.
  - Overall, when used appropriately, the STATIC-99 and STABLE assessments can be valuable tools for our Agents in effectively managing and reducing the risk of sexual recidivism among clients on supervision.
- **Supervision intensity and case management contacts vary based on level of risk per normed cut off scores.** Interventions are most effective in reducing recidivism when they match a person’s assessed level of risk. The focus of supervision should be on moderate, moderate-high, and high-risk persons. Contacts include office, home, and virtual contacts. Low risk persons should receive support and assistance in completion of conditions that do not require a supervision agent to perform.
    - Supervision contacts are based on the current assessment score as scored by the agent. The agent will supervise according to the client’s level of risk/need and at this time both Becker County offices utilizes a combined supervision contact model. Becker County offices no longer assign cases according to the agents type of caseload. All agents supervise clients across the spectrum of risk/needs.
  - **Adherence to general responsivity and providing cognitive behavior interventions.** Agents use core correctional practices, motivational interviewing, and skill directed interventions that include modeling, practice, and homework. All DOC agents are trained and provided electronic Carey Guides and 170 agents have Tools on Devices.
    - Becker County agents utilize individual cognitive restructuring/learning techniques. From the use of Carey Guides, COG Worksheets, Decision Points, Domestic Violence programming, Outpatient Sex Offender treatment, to individualized case planning our agents in Becker County have successfully implemented the use of these cognitive restructuring tools with their clients.
  - **Addressing specific responsivity such as mental health, housing, gender, and culturally specific services.** The Minnesota Department of Corrections supports housing first initiatives and collaboration for addressing mental health needs, gender specific interventions that target unique pathways into the justice system and working with Tribal Nations on supervision and intervention partnerships. The DOC has four full time staff that help work with persons and communities around housing needs. DOC supervisors and staff that work closely with our Tribal Nations participated in Tribal Relations training offered by the University of Minnesota in this last year and DOC has started to track tribal affiliation in our data management system for future gap analysis of programming needs.
    - Our Tribal Nation partners, specifically White Earth Nation, are involved in committees that are working on best practices around supervision. The DOC also entered a Memorandum of Understanding with the

White Earth Nation to provide two assistant agents that work alongside DOC agents on co-supervision and intervention strategies.

- **Caseload sizes for supervision intensity should be capped based on normed supervision and task workload studies.** Minnesota Department of Corrections uses supervision workload points tracked in CSTS to manage caseload sizes.
  - The Becker County Felony office caseloads remain high, yet the Becker County Contract office caseloads remain manageable. During 2024, Becker County may benefit from hiring a Case Aide position. This position will assist agents with additional task work, group scheduling, etc.
- **Early discharge should focus on intervention dosage and not just completion of conditions.** The DOC along with Dodge & Olmsted County are partnering with National Institute of Corrections, Center for Effective Public Policy and the Carey Group on a readiness assessment and implementation of Dosage probation. This promising practice focuses on prescribed intervention hours that target clients' highest criminogenic need areas which is "dosed" according to the client's risk level. Successful completion of hours results in the client's discharge from probation.
  - The Becker County offices have not participated in Dosage probation. However, early discharge from probation is reviewed on a case-by-case basis where the client has met a specified period under supervision, assessed as a low risk and has completed all conditions of probation.
- **The focus of supervision is skill development.** While supervision focuses on conditions, agents work with clients in developing new skills to avoid future recidivism is the key to long term success.
  - Agents utilize motivational interviewing techniques to elicit the client's thoughts, feelings, and motivation for change. Interactions with clients are centered around the use of Evidence Based Practices in every interaction that involves giving normative feedback and case planning. The client is the driving force of change and the agent's purpose is to assist the client in obtaining necessary supports and services needed to achieve that change.
- **Use of incentives and adherence to the 4 to 1 positive ratios.** Agents are trained in using reinforcements which have proven to be more effective in supporting behavior changes than the use of punishment.
  - Our agents have been trained in motivational interviewing techniques for over a decade. A key component of motivational interviewing is using positive reinforcement while working with clients. Agents employ different methods of positive reinforcement, verbal and behavioral, to promote positive behavior change and recognize success. It is a priority to increase focus on what the client is doing right, more than what they are doing wrong.
- **Utilize community-based interventions compared to the reliance on out of home placements including incarceration for technical violations.** Programming and services in one's local community should be exhausted prior to recommending revocation.
  - When violations occur, our agency looks to find the least restrictive option for the client. The focus is on looking for the driver of the client's negative behavior and helping them find appropriate service

providers to assist them in making positive changes. Our community has several providers of both chemical dependency and mental health treatment. However, clients still face long waiting lists for any mental health related services. There are other services that provide electronic home monitoring, drug testing, and alcohol monitoring so clients can remain in the community.

## Victim Concerns

The Becker County offices work with the Victims Services Coordinator in the Becker County Attorney’s office and with the prosecutors in the Detroit Lakes City Attorney’s office to obtain victim information. Victim’s suggestions and concerns are addressed when providing case planning and supervision strategies whenever possible.

## Correctional Fees

Please describe your agency’s use of correctional fees including the following:

- Types of correctional services for which fees are imposed (supervision and program fee schedule).
- Aggregate amount of fees imposed in CY 2022.
- Aggregate amount of fees collected in CY 2022.

Fee Description	2022 Fees Imposed	2022 Fees Collected
County Supervision Fee	13,000.00	8,611.53
DOC Supervision Fee	58,600.00	21,092.66
<b>Total</b>	<b>71,600.00</b>	<b>29,704.19</b>

## Contracted Services and Proposal and Proposals for New Services

The Minnesota Department of Corrections covers all electronic monitoring costs for supervised release clients through a contract with BI Incorporated. All counties, regardless of delivery system, have access to the contract. Monitoring is generally established prior to the client’s release from the MN Correctional Facility or through a violation hearing or restructure recommendation.

- The Becker Felony Office and ISR utilize BI Incorporated for supervised release clients as necessary.
- Becker County did not have a Domestic Violence Group for the past couple of years. However, Family Peace Initiative will be starting to train a group of selected agents to facilitate the curriculum titled “River of Cruelty” starting in February 2024 so this gap will be filled.

## STS Contract

The MN DOC has a contract with Becker County for one state sentencing to service (STS) crew leader and one county crew leader which is mainly utilized by all of Becker County. Sentencing to service provides a sentencing alternative for courts for non-violent offenders to work on community improvement projects. Judges sentence clients to STS as an alternative to jail or fines, in combination with jail time or as a probation sanction. STS is operated by the Minnesota Department of Corrections in partnership with sheriff’s departments, courts, and local government.

## Budget

	FTE	FY24	FY25	Total
<b>Felony</b>	<b>6.52</b>	<b>\$ 821,261.20</b>	<b>\$ 858,217.96</b>	<b>\$ 1,679,479.16</b>
Agent	5.06	\$ 539,176.63	\$ 563,439.57	\$ 1,102,616.20
Cost - CE		\$ 95,855.77	\$ 100,169.28	\$ 196,025.05

Cost - Interstate		\$ 35,765.09	\$ 37,374.52	\$ 73,139.61
Cost - Mgt-Admin		\$ 39,622.22	\$ 41,405.22	\$ 81,027.44
OAS Sr.	0.23	\$ 19,064.98	\$ 19,922.90	\$ 38,987.88
Supervisor	0.23	\$ 30,862.99	\$ 32,251.82	\$ 63,114.81
Support	1.00	\$ 60,913.53	\$ 63,654.64	\$ 124,568.16
<b>Non-Felony</b>	<b>5.39</b>	<b>\$ 368,172.98</b>	<b>\$ 384,740.77</b>	<b>\$ 752,913.75</b>
CBB - Agent	3.00	\$ 294,125.93	\$ 307,361.60	\$ 601,487.53
Cost - Mgt-Admin		\$ 31,862.90	\$ 33,296.73	\$ 65,159.63
OAS Sr.	0.19	\$ 15,749.33	\$ 16,458.05	\$ 32,207.38
Supervisor	0.20	\$ 26,434.82	\$ 27,624.39	\$ 54,059.21
<b>Grand Total</b>	<b>11.91</b>	<b>\$ 1,189,434.19</b>	<b>\$ 1,242,958.72</b>	<b>\$ 2,432,392.91</b>

## Highlights

**1. TRIBAL RELATIONS:** In 2023, staff from the Moorhead, Detroit Lakes and ISR districts attended Tribal State Relations Training at Shooting Start Casino at the White Earth Tribal Nation August 9th and 10th. The mission of TSRT is to provide training and education for Minnesota state employees about American Indian tribal governments, histories, cultures, and traditions, to empower state employees to work effectively with American Indians and promote authentic and respectful relationships between state agencies and American Indian tribes.

**2. CLIENT SURVEYS (WAI-SR):** The local Minnesota Department of Corrections (MN DOC) office located in Fergus Falls and is part of the Detroit Lakes District that was awarded first place for the Employee Recognition Award: Project Recognition by the MN DOC Commissioner recently. This year’s award was presented to the districts of Detroit Lakes which include Otter Tail, Becker and Mahnommen Counties and St Cloud (Wright and Benton Counties). District supervisor, Brian Rubenstein, explained the award and its significance. “The small WAI-SR (Working Alliance Inventory - Short Revised) pilot and the small DRI (Dual Relationship Inventory) pilot tested two client facing surveys to see how clients view our working relationship with them during their period on community supervision (Probation and/or supervised release). Each agent in the Detroit Lakes and St. Cloud district offices sent out three separate surveys to their clients. After review and lessons learned to improve the process, it was decided to proceed with the 14 question WAI-SR in a large pilot, expanding beyond just the district office to the entire district and to all clients on community supervision,” stated Rubenstein.

Rubenstein shared a few examples of some of the actual client comments that were included in the survey results:

- a. “She really went above and beyond what any other probation officer has ever done to help me succeed. I intend to go to law school in this next phase of my life. Thank you – you are a hero!”
- b. “My agent made me feel like I had a chance to be different and just made my supervision comfortable by being consistent and guided me throughout this process of rehabilitation into the community and gave me respect and trust, only to do the same in return.”
- c. “At first, I didn’t have any goals and he’d ask what my plans were. Not knowing it was pushing me to work towards success. Today I’m employed, certified in peer support, in a (new to me) vehicle and from unfavorable to good credit. A lot of the thanks goes to (my agent).”
- d. “This supervision has actually given me a real kick in the butt to want to work for myself with my past issues.”
- e. “Best probation officer I’ve ever worked with. He does a great job, and I am honored to be one of his clients.”

The data itself is unprecedented information about how the MN DOC Field Services Unit can continue to support clients, as well as find many areas of opportunity for growth. “We cannot thank this team of corrections agents for their vision

and work on this project. Hearing and seeing these results, which were submitted completely anonymously by individual clients, is a true testament to the great work our corrections agents do each day within the communities they serve,” said Rubenstein. *Fergus Falls Daily Journal*

The mission of incorporating the WAI-SR into our supervision practices is important for several factors, including:

1. **Promoting Trust and Transparency:** By actively seeking feedback from clients, our Agents demonstrate a commitment to transparency and accountability. This can help foster trust between the Agent and the client on supervision, which is crucial for effective case management and changing behaviors.
2. **Identifying Potential Issues or Concerns:** Clients may have insights or perspectives on interactions with their Agents that the Agents themselves may not be aware of. Soliciting feedback provides an opportunity to uncover any issues, concerns, or misunderstandings that may arise during the period of supervision. Addressing these issues promptly can help prevent escalation and improve the overall effectiveness of supervision.
3. **Enhancing Communication and Collaboration:** Feedback from clients can also contribute to the improvement of supervision services by providing valuable insights into areas where communication or collaboration can be strengthened. This feedback can inform training programs for Agents and help tailor supervision approaches to better meet the needs of clients on supervision.
4. **Empowering Clients:** Actively seeking feedback empowers clients by giving them a voice in the supervision process. It acknowledges their perspectives and experiences, signaling that their input is valued and considered important in shaping supervision policies and practices.

Overall, incorporating the WAI-SR and seeking feedback from clients aligns with principles of accountability, transparency, and client-centeredness in community supervision, ultimately contributing to more effective supervision practices.

**3. CONSISTENCY AND STABILITY:** During 2023, the Detroit Lakes District experienced minimal staff turnover. Our dedicated staff report their work to have purpose and value, and this can be attributed to the low rate of staff turnover which includes potential retirements, resignations, transfers, etc.

Working with our clients on supervision can be very stressful, yet also rewarding. Experiencing a client’s ability to change their behavior is a lengthy process, yet our Agents are working diligently to ensure the best possible chance of their success. Staff turnover for probation officers can have several negative impacts on the clients they supervise which includes:

1. **Loss of Continuity:** Our Agents often build relationships and trust with their clients over time. When Agents leave their positions frequently, clients may feel abandoned or disconnected. This loss of continuity can disrupt the progress clients have made and hinder the effectiveness of supervision.
2. **Disruption in Case Management:** Agents are responsible for developing and implementing case plans tailored to each client's needs. High turnover can lead to frequent changes in case management personnel, resulting in inconsistencies in the supervision approach and confusion for clients about expectations and goals.
3. **Delayed Services:** Turnover can lead to delays in providing necessary services to clients, such as access to individualize programming, mental health treatment, or substance abuse counseling. These delays can impede clients' progress and increase the risk of recidivism.
4. **Increased Workload for Remaining Staff:** When Agents leave their positions, the workload often falls on the remaining staff members. This can lead to burnout, decreased morale, and reduced effectiveness in providing supervision and support to clients.
5. **Loss of Specialized Knowledge and Skills:** Experienced Agents develop specialized knowledge and skills in managing certain types of cases, such as those involving domestic violence, substance abuse, or mental health issues. When these Agents leave, their expertise may be lost, leading to gaps in service provision for clients with specific needs.

6. **Negative Perception of the Criminal Justice System:** High turnover rates among Agents may contribute to a perception of instability and inefficiency within the criminal justice system. This perception can erode trust in supervision and diminish clients' motivation to engage in their efforts to change.

Overall, staff turnover among Agents can undermine the effectiveness of supervision, slow client progress, and contribute to challenges in achieving positive outcomes for clients under supervision.

**4. ADDITION OF CORRECTIONS PROGRAM DIRECTOR (Assistant District Supervisor):** Recently, the Detroit Lakes District added a new position to assist the District Supervisor with daily operations, staff coaching/training, implementing evidence-based practices (programming/assessments). This position is based out the Detroit Lakes office and will have a direct, positive, impact within the offices of our three counties. Some of the main benefits this position will offer includes increased supervision capacity, improved workflow management, enhanced level of support for our Agents, continuity of operations, facilitation of staff training and continuous skill development, and a potential for a reduced workload.

**5. ENHANCEMENT OF PROVIDING STRUCTURED NORMATIVE FEEDBACK:** For the past 2 years, the Detroit Lakes District has been diligent to engage, train, coach, and support the important practice of providing Normative Feedback to each of our assessed clients. The Detroit Lakes District has compiled data related to the ratio of time spent with a client (unstructured visit) in comparison to the time spent on purposeful and focused time with a client (structured visit). Each of our 19 agents participated in an individualized coaching session with the District Supervisor, who directly observed each client visit, and provided a detailed summary with immediate feedback related to their visit. We found that most of our Agents were facilitating an unstructured visit that consisted of countless topics of discussion unrelated to the change process. After observing, coaching, and practicing, the Agents began to have notable increase to the structure of their visits. At first, Agents were nervous, uncertain, and unfamiliar with this change in practice yet when explained, coached, modeled, and practiced, our Agents are now poised to continue the practice of working in a structured visit filled with purpose and intent. The normative feedback process has been instrumental in how our Agents have adapted to provide meaningful feedback to their clients and we are excited for how this small feat can truly change how we complete visits our visits with our clients.



## Appendix A Training Requirements

Title	Hours	Applicability	Description
Defensive Tactics	8	All DT trained staff	Recertification for all staff previously trained in defensive tactics.
Office Safety	3	All office staff (STS discretionary)	Office safety training w/scenarios
EBP Trainings	20	All Agents	2 hrs of training for each of the following: Case Planning, MI, CCP, Carey Guides, LSCMI/YLSCMI, formal/informal boosters, COPs Staff will be required to obtain the remaining 10 hours through self-learning opportunities and/or formal learning (literature review, webinars, EBP Café videos, additional boosters, other training opportunities). Staff can access EBP resource information: <a href="https://mn.gov/doc/assets/Virtual%20EBP%20Options%204-2023_tcm1089-572601.docx">https://mn.gov/doc/assets/Virtual%20EBP%20Options%204-2023_tcm1089-572601.docx</a>
Interstate Compact	2.5	All ICOTS Users	2.5 hours of refresher or advanced course regarding Adult Interstate Compact
Trauma Informed Care	1-2	All Staff	TBD
Intrastate Transfer/Release Planning	4	Agents	Updated policy changes (Spring 2024)
MNPAT	1	Staff who complete Bail Evaluations	Release January 2024 (training Dec 2023)

### The below will be discretionary training.

Title	Hours	Applicability	Description
NARCAN	1	All staff carrying Narcan or requesting to carry	Naloxone training to administer nasal spray in OD incidents. Review of Opioid exposure and signs/symptoms
Chemical Irritant	1	All staff issued CI	TBD-is this needed for re-cert
Mental Health Training	TBD	All staff who have contact with clients	TBD
Tribal State Relations Training	TBD	All agent staff who work with Tribal Nations	Culturally Specific Training
Adverse Childhood Experience Training (ACES)	TBD	Agent Staff	Understanding the tool and what it means when working with clients
Sovereign Citizen Training	TBD	Agent Staff	Understanding the culture of sovereign citizens and how to work with this population



## Appendix B Pre Trial-Standards

### Operationalized Mission

The DOC's mission as it relates to pretrial monitoring is to enhance public safety through evidence-based strategies that minimize re-arrest, ensure court appearance, and provide support for released defendants.

Staff will be educated in best practices regarding pre-trial monitoring and will share this knowledge with local stakeholders. It is strongly recommended that stakeholders meet and regularly discuss the framework within which pretrial monitoring will occur as well as to discuss responses to pretrial failures. Information pertaining to community safety issues regarding pretrial monitoring should be discussed with stakeholders on an on-going basis.

### Universal Screening

A designated risk assessment tool approved by Judicial Council will be completed on all offenses required by Minnesota Statute 629.74, with encouragement for use on all assault related misdemeanor and gross misdemeanor offenses to include DANCO Violations. Court involved stakeholders will be encouraged to utilize the risk assessment scores, in addition to other information presented at the preliminary hearing, when making decisions regarding Release on Recognizance, Pre-trial Monitoring or Remanding a defendant.

### Validated Pre-Trial Risk Assessments

Once placed on pre-trial monitoring, the designated risk assessment tool approved by Judicial Council will be used to determine level of supervision.

### Sequential Bail Review

Process by which agents can target scheduled court hearings to address non-emergency violations of pre-trial monitoring, progress reports or make a recommendation to the Court to end pretrial monitoring in the community due to positive adjustment. Agents will not be requesting any changes to monetary bail. Agents may also request adjustment regarding conditions of supervision. Emergency issues will be addressed with the Court as needed.

### Risk-Based Monitoring - Minimum Standards

Following a court order for pre-trial monitoring, a validated risk assessment as noted above will be utilized to place defendants into one of three categories for pre-trial monitoring:

- Only the highest risk defendants, based on the validated risk assessment, will receive formal pre-trial monitoring support. Low and Medium scores will result in minimal interaction with corrections staff.
- Low & Medium: Contact with the defendant will occur as needed and necessary to accomplish or assist in compliance with pre-trial monitoring conditions. These levels will involve monitoring of conditions as ordered by the Court, such as EHM, drug testing, and violations regarding new criminal behavior.

- Monitoring may take place electronically, by phone and/or virtually. Ideally, low scoring defendants will not be placed on pre-trial monitoring to DOC.
- High: Contact with the defendant will occur a minimum of once per month. Contact may be virtual and/or office visit. This level will involve monitoring of conditions as ordered by the Court, such as EHM, drug testing, and violations regarding new criminal behavior.

#### Focus for Contacts:

- Reminder of next Court date
- Update phone/address/employment information. Agent will remind client to contact Court Administration with updated address. Agent will provide updated address information to Court Administration as well.
- Inquire as to if they have had any new arrests/citations.
- Provide information around housing, employment and any other resources requested by the client.
- Follow up with any court ordered obligations as appropriate (i.e., chemical and/or mental health assessments, color wheel testing, etc.)
- Increase/decrease pre-trial monitoring in the community based on adjustment and/or risk assessment.

#### Boundaries of Pre-Trial Monitoring:

- Absolutely no discussion regarding any details of their alleged criminal offense. All defendants will be referred to their defense attorney for these types of discussions.
- Agents will not provide an opinion regarding plea agreements during the pre-trial monitoring process.
- Agents MAY comment on cooperation regarding pre-trial monitoring.
- Court Reporting Process (violations/progress/discharges)
- Violation/Progress/Discharge reports will be filed as needed by the agent directly with the Court for review and decision making. Copies will be served to the prosecuting attorney and defense attorney.
- Performance Measurement and Feedback
- Percentage of pre-trial defendants who made all Court appearances (CSTS enhancement is needed to track this information)
- Percentage of pre-trial defendants who remained compliant with Court conditions during pre-trial monitoring (not to include re-arrest)
- Percentage of pre-trial defendants who remained law abiding during their pre-trial monitoring.
- Validate the risk assessment tool approved by Judicial Council to target high risk defendants for placement on pre-trial monitoring.
- Comparisons between districts regarding successes in each risk level category.
- Develop specialized training program for Pre-Trial Division with technical assistance from the National Institute of Corrections (NIC).

## Appendix C Overview of Supervision Population

(INCLUDING SR, ISR and pre-trial)

Describe your agency's supervision year-end population for calendar years (CY) 2020, 2021, and 2022 broken out as follows in table or graph form. Follow the same instructions/parameters as you use for reporting on the annual probation survey.<sup>i</sup>

○ Pre-trial Population

\*Pretrial Agent Tasks

	2020		2020 Total	2021		2021 Total	2022		2022 Total	Grand Total
Adult	Hispanic	Unknown		Hispanic	Unknown		Hispanic	Unknown		
Female	3	118	121	1	170	171	3	153	156	448
<b>Felony</b>		97	97		144	144	3	113	116	357
Am Ind/Alaskan Nat		34	34		73	73		64	64	171
Asian/Pacific Islander		1	1							1
Black		7	7		9	9		4	4	20
Unknown					1	1		4	4	5
White		55	55		61	61	3	41	44	160
<b>Gross Misdemeanor</b>	2	7	9	1	4	5		12	12	26
Am Ind/Alaskan Nat	2	4	6	1	3	4		5	5	15
Black								2	2	2
White		3	3		1	1		5	5	9
<b>Misdemeanor</b>	1	14	15		22	22		28	28	65
Am Ind/Alaskan Nat		12	12		10	10		15	15	37
Black					1	1		2	2	3
Unknown								1	1	1
White	1	2	3		11	11		10	10	24
Male	6	511	517	14	615	629	25	437	462	1608
<b>Felony</b>	4	412	416	8	473	481	21	327	348	1245
Am Ind/Alaskan Nat	2	205	207	2	209	211	6	135	141	559
Asian/Pacific Islander		2	2		3	3				5
Black		25	25		14	14	1	12	13	52
Unknown					1	1	4	6	10	11
White	2	180	182	6	246	252	10	174	184	618
<b>Gross Misdemeanor</b>	1	47	48	2	54	56	1	48	49	153
Am Ind/Alaskan Nat		17	17		30	30		20	20	67
Black		5	5		1	1		1	1	7
Unknown								1	1	1
White	1	25	26	2	23	25	1	26	27	78
<b>Misdemeanor</b>	1	52	53	4	88	92	3	62	65	210
Am Ind/Alaskan Nat		17	17	2	35	37	1	30	31	85
Black		3	3		5	5		1	1	9
White	1	32	33	2	48	50	2	31	33	116

**Grand Total      9            629            638            15            785            800            28            590            618            2056**

*\*Pretrial Agent Tasks*

	2020	2021	2022	Grand Total	
Juvenile	Hispanic	Unknown	Unknown	Unknown	
Female	2	6	7	5	20
Am Ind/Alaskan Nat	1	4	4	2	11
Black				1	1
Unknown				1	1
White	1	2	3	1	7
Male		7	9	12	28
Am Ind/Alaskan Nat		3	3	3	9
Black		1			1
Unknown			1	3	4
White		3	5	6	14
<b>Grand Total</b>	<b>2</b>	<b>13</b>	<b>16</b>	<b>17</b>	<b>48</b>

○ Probation Population

Year	Type	County	Offense Level	Previous Year	Entries	Removals	Year End	Males	Females	White	Black	American Indian	Asian	Other Race	Hispanic	Non Hispanic Unknown
2020	DOC	Becker	Felony	361	100	116	356	257	99	205	11	138	2	0	6	350
			Gross													
2020	DOC	Becker	Misd	113	55	46	113	79	34	76	5	31	1	0	2	111
2020	DOC	Becker	Misd	35	15	28	20	17	3	10	0	10	0	0	2	18
2020	DOC	Becker	Juvenile	64	46	60	50	33	17	17	2	19	0	12	1	49
<b>Total</b>				<b>573</b>	<b>216</b>	<b>250</b>	<b>539</b>	<b>386</b>	<b>153</b>	<b>308</b>	<b>18</b>	<b>198</b>	<b>3</b>	<b>12</b>	<b>11</b>	<b>528</b>

Year	Type	County	Offense Level	Previous Year	Entries	Removals	Year End	Males	Females	White	Black	American Indian	Asian	Other Race	Hispanic	Non Hispanic Unknown
2021	DOC	Becker	Felony	354	152	120	394	278	116	215	14	161	3	1	6	388
			Gross													
2021	DOC	Becker	Misd	111	54	34	128	85	43	89	4	34	1	0	1	127
2021	DOC	Becker	Misd	22	28	11	34	27	7	21	1	12	0	0	1	33
2021	DOC	Becker	Juvenile	49	66	67	48	31	17	14	1	18	0	15	1	47
<b>Total</b>				<b>536</b>	<b>300</b>	<b>232</b>	<b>604</b>	<b>421</b>	<b>183</b>	<b>339</b>	<b>20</b>	<b>225</b>	<b>4</b>	<b>16</b>	<b>9</b>	<b>595</b>

Year	Type	County	Offense Level	Previous Year	Entries	Removals	Year End	Males	Females	White	Black	American Indian	Asian	Other Race	Hispanic	Non Hispanic Unknown
2022	DOC	Becker	Felony	385	105	155	340	241	99	186	12	136	3	3	7	333
Gross																
2022	DOC	Becker	Misd	129	65	83	108	82	26	74	3	30	0	1	3	105
2022	DOC	Becker	Misd	33	19	21	29	21	8	17	1	11	0	0	0	29
2022	DOC	Becker	Juvenile	47	58	66	39	29	10	6	0	4	0	29	0	39
<b>Total</b>				<b>594</b>	<b>247</b>	<b>325</b>	<b>516</b>	<b>373</b>	<b>143</b>	<b>283</b>	<b>16</b>	<b>181</b>	<b>3</b>	<b>33</b>	<b>10</b>	<b>506</b>

o Supervised Release (SR), Parole, and Intensive Supervised Release (ISR) Population

	2020		2020 Total		2021	2021 Total		2022	2022 Total		Grand Total
	Hispanic	Non Hispanic	Hispanic	Non Hispanic	Non Hispanic	Hispanic	Non Hispanic	Hispanic	Non Hispanic	Hispanic	Non Hispanic
<b>Intensive Supervised Release</b>	<b>2</b>	<b>6</b>	<b>8</b>	<b>8</b>	<b>6</b>	<b>6</b>	<b>11</b>	<b>11</b>	<b>25</b>	<b>11</b>	<b>14</b>
<b>Male</b>	<b>2</b>	<b>6</b>	<b>8</b>	<b>8</b>	<b>6</b>	<b>6</b>	<b>11</b>	<b>11</b>	<b>25</b>	<b>11</b>	<b>14</b>
American Indian or Alaskan Native		3	3						3		3
American Indian-Non Hispanic					1	1	6	6	7		7
Black-Non Hispanic							1	1	1		1
White	2	3	5						5		5
White-Non-Hispanic					5	5	4	4	9		9
<b>Standard Supervised Release</b>		<b>73</b>	<b>73</b>	<b>56</b>	<b>56</b>	<b>55</b>	<b>55</b>	<b>184</b>	<b>184</b>	<b>184</b>	<b>184</b>
<b>Female</b>		<b>6</b>	<b>6</b>	<b>2</b>	<b>2</b>	<b>8</b>	<b>8</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>
American Indian or Alaskan Native		5	5					5			5
American Indian-Non Hispanic					1	1	7	7	8		8
White		1	1					1			1
White-Non-Hispanic					1	1	1	1	2		2
<b>Male</b>		<b>67</b>	<b>67</b>	<b>54</b>	<b>54</b>	<b>47</b>	<b>47</b>	<b>168</b>	<b>168</b>	<b>168</b>	<b>168</b>
American Indian or Alaskan Native		29	29					29			29
American Indian-Non Hispanic					21	21	21	21	42		42
Asian-Non Hispanic							1	1	1		1
Black-Non Hispanic							1	1	1		1
Unknown		1	1					1			1
White		37	37					37			37
White-Non-Hispanic					33	33	24	24	57		57

<b>Grand Total</b>	<b>2</b>	<b>79</b>	<b>81</b>	<b>62</b>	<b>62</b>	<b>66</b>	<b>66</b>	<b>209</b>
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In addition, please provide the following:

- Average Caseload Sizes by Caseload Type
- Percentage and number of probation clients by Risk Levels (Very High/High, Medium, Low, and Unknown)

*\*Select agents supervise clients across multiple counties.*

*\*Risk Level snapshot in Dec 2022.*

Risk Level	High		Low		Medium		Per Policy-No Assmt Required		Prescreen Low--No Assmt		Unknown		Total #	Total %
	#	%	#	%	#	%	#	%	#	%	#	%		
<b>Adult</b>	<b>60</b>	<b>98.36%</b>	<b>197</b>	<b>96.57%</b>	<b>214</b>	<b>99.07%</b>	<b>4</b>	<b>100.00%</b>	<b>32</b>	<b>82.05%</b>	<b>34</b>	<b>62.96%</b>	<b>541</b>	<b>93.60%</b>
Charity Lee Reese	16	26.23%	17	8.33%	47	21.76%		0.00%		0.00%	5	9.26%	85	14.71%
Jennifer D. Johnsgard	6	9.84%	46	22.55%	53	24.54%		0.00%		0.00%	6	11.11%	111	19.20%
Jodi Kulik		0.00%	22	10.78%	17	7.87%		0.00%	1	2.56%	5	9.26%	45	7.79%
Joe Cummings	3	4.92%	4	1.96%	13	6.02%		0.00%		0.00%	5	9.26%	25	4.33%
Johanna M. Jones		0.00%		0.00%	2	0.93%		0.00%		0.00%		0.00%	2	0.35%
Larry Boomgaarden	19	31.15%	5	2.45%	3	1.39%		0.00%		0.00%	1	1.85%	28	4.84%
Nick Kaml	5	8.20%	43	21.08%	23	10.65%	4	100.00%	31	79.49%	9	16.67%	115	19.90%
Steve Vilhauer	6	9.84%	18	8.82%	16	7.41%		0.00%		0.00%	2	3.70%	42	7.27%
Todd J. Erickson	5	8.20%	42	20.59%	40	18.52%		0.00%		0.00%	1	1.85%	88	15.22%
<b>Juvenile</b>	<b>1</b>	<b>1.64%</b>	<b>7</b>	<b>3.43%</b>	<b>2</b>	<b>0.93%</b>		<b>0.00%</b>	<b>7</b>	<b>17.95%</b>	<b>20</b>	<b>37.04%</b>	<b>37</b>	<b>6.40%</b>
Erin Rundle	1	1.64%	7	3.43%	2	0.93%		0.00%	7	17.95%	20	37.04%	37	6.40%
<b>Grand Total</b>	<b>61</b>	<b>100.00%</b>	<b>204</b>	<b>100.00%</b>	<b>216</b>	<b>100.00%</b>	<b>4</b>	<b>100.00%</b>	<b>39</b>	<b>100.00%</b>	<b>54</b>	<b>100.00%</b>	<b>578</b>	<b>100.00%</b>

Adult Assignment Type	High		Low		Medium		Per Policy- No LSCMI		Prescreen Low- -No Assmt		Unknown		Total #	Total %
	#	%	#	%	#	%	#	%	#	%	#	%		
Felony	55	91.67%	143	72.59%	180	84.11%		0.00%		0.00%	23	67.65%	401	74.12%
CIP		0.00%	2	1.02%	1	0.47%		0.00%		0.00%		0.00%	3	0.55%
Enhanced Supervision	44	73.33%		0.00%	1	0.47%		0.00%		0.00%	1	2.94%	46	8.50%
ESO Phase 1	6	10.00%	1	0.51%	4	1.87%		0.00%		0.00%	1	2.94%	12	2.22%
ESO Phase 2		0.00%	1	0.51%	8	3.74%		0.00%		0.00%		0.00%	9	1.66%
ESO Phase 3		0.00%	13	6.60%		0.00%		0.00%		0.00%		0.00%	13	2.40%
ESO Phase 4		0.00%	3	1.52%		0.00%		0.00%		0.00%		0.00%	3	0.55%
Intake/Pretrial/Investigation Caseload-includes incoming transfers	2	3.33%	1	0.51%	1	0.47%		0.00%		0.00%	6	17.65%	10	1.85%
Specialty Court-Pre-Trial		0.00%		0.00%	2	0.93%		0.00%		0.00%	2	5.88%	4	0.74%
Specialty Court-Probation		0.00%	4	2.03%	5	2.34%		0.00%		0.00%		0.00%	9	1.66%
Traditional Supervision	3	5.00%	118	59.90%	158	73.83%		0.00%		0.00%	13	38.24%	292	53.97%
Gross Misdemeanor	4	6.67%	40	20.30%	26	12.15%	3	75.00%	30	93.75%	11	32.35%	114	21.07%
Administrative Caseload (includes STS only/unsup probation/juvenile monitoring)		0.00%		0.00%		0.00%		0.00%		0.00%	2	5.88%	2	0.37%
Enhanced Supervision	2	3.33%	1	0.51%		0.00%		0.00%		0.00%		0.00%	3	0.55%
ESO Phase 1	1	1.67%		0.00%		0.00%		0.00%		0.00%		0.00%	1	0.18%
Specialty Court-Pre-Trial		0.00%		0.00%		0.00%		0.00%		0.00%	1	2.94%	1	0.18%
Specialty Court-Probation		0.00%	4	2.03%		0.00%		0.00%		0.00%		0.00%	4	0.74%
Traditional Supervision	1	1.67%	35	17.77%	26	12.15%	3	75.00%	30	93.75%	8	23.53%	103	19.04%
Misdemeanor	1	1.67%	14	7.11%	8	3.74%	1	25.00%	2	6.25%		0.00%	26	4.81%
Traditional Supervision	1	1.67%	14	7.11%	8	3.74%	1	25.00%	2	6.25%		0.00%	26	4.81%
<b>Grand Total</b>	<b>60</b>	<b>100.00%</b>	<b>197</b>	<b>100.00%</b>	<b>214</b>	<b>100.00%</b>	<b>4</b>	<b>100.00%</b>	<b>32</b>	<b>100.00%</b>	<b>34</b>	<b>100.00%</b>	<b>541</b>	<b>100.00%</b>

Juvenile Assignment Type	High		Low		Medium		Prescreen Low--No Assmt		Unknown		Total #	Total %
	#	%	#	%	#	%	#	%	#	%		
Administrative Caseload (includes STS only/unsup probation/juvenile monitoring)		0.00%		0.00%		0.00%		0.00%	16	80.00%	16	43.24%
Traditional Supervision	1	100.00%	7	100.00%	2	100.00%	7	100.00%	4	20.00%	21	56.76%
<b>Grand Total</b>	<b>1</b>	<b>100.00%</b>	<b>7</b>	<b>100.00%</b>	<b>2</b>	<b>100.00%</b>	<b>7</b>	<b>100.00%</b>	<b>20</b>	<b>100.00%</b>	<b>37</b>	<b>100.00%</b>

Please also provide the following outcomes for CY 2022:

- Percent of adult probation cases successfully closed and unsuccessfully closed.
- Percent of juvenile probation cases successfully closed and unsuccessfully closed.

	Successful		Unsuccessful		Total # of	Total %
Adult	# of cases	%	# of cases	%	cases	
<b>Felony</b>	<b>142</b>	<b>47.97%</b>	<b>38</b>	<b>12.84%</b>	<b>180</b>	<b>60.81%</b>
Discharge-Early	96	32.43%		0.00%	96	32.43%
Discharge-Expiration	21	7.09%		0.00%	21	7.09%
Dismiss	25	8.45%		0.00%	25	8.45%
Executed		0.00%	1	0.34%	1	0.34%
Executed-Client Demanded-COC but serving Local (Felony Supervision)		0.00%	1	0.34%	1	0.34%
Executed-Client Demanded-COC serving MCF (Felony Supervision)		0.00%	2	0.68%	2	0.68%
Executed-COC but serving Local (Felony Supervision)		0.00%	2	0.68%	2	0.68%
Executed-COC serving MCF (Felony Supervision)		0.00%	32	10.81%	32	10.81%
<b>Gross Misdemeanor</b>	<b>79</b>	<b>26.69%</b>	<b>4</b>	<b>1.35%</b>	<b>83</b>	<b>28.04%</b>
Discharge-Early	50	16.89%		0.00%	50	16.89%
Discharge-Expiration	17	5.74%		0.00%	17	5.74%
Dismiss	12	4.05%		0.00%	12	4.05%
Executed		0.00%	1	0.34%	1	0.34%
Executed-Court-LOC (GM/M Supervision cases)		0.00%	3	1.01%	3	1.01%
<b>Misdemeanor</b>	<b>29</b>	<b>9.80%</b>	<b>3</b>	<b>1.01%</b>	<b>32</b>	<b>10.81%</b>
Discharge-Early	12	4.05%		0.00%	12	4.05%
Discharge-Expiration	11	3.72%		0.00%	11	3.72%
Dismiss	6	2.03%		0.00%	6	2.03%
Executed-Client Demanded-LOC (GM/M Supervision)		0.00%	2	0.68%	2	0.68%
Executed-COC serving MCF (Felony Supervision)		0.00%	1	0.34%	1	0.34%
<b>Petty Misdemeanor</b>	<b>1</b>	<b>0.34%</b>		<b>0.00%</b>	<b>1</b>	<b>0.34%</b>
Discharge-Early	1	0.34%		0.00%	1	0.34%
<b>Grand Total</b>	<b>251</b>	<b>84.80%</b>	<b>45</b>	<b>15.20%</b>	<b>296</b>	<b>100.00%</b>



Juvenile	Successful # of cases	%	Total # of cases	Total %
Discharge	2	2.47%	2	2.47%
Discharge-Early	13	16.05%	13	16.05%
Discharge- Expiration	16	19.75%	16	19.75%
Dismiss	50	61.73%	50	61.73%
<b>Grand Total</b>	<b>81</b>	<b>100.00%</b>	<b>81</b>	<b>100.00%</b>

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 03-24-1E

Recognition of Minnesota Department of Corrections,
Becker County 2024 Comprehensive Plan

WHEREAS, 401.06 COMPREHENSIVE PLAN; STANDARDS OF ELIGIBILITY; COMPLIANCE STATES:

(c) If the commissioner provides probation services to a non-CCA jurisdiction under section 244.19, subdivision 1b, paragraph (d), the commissioner must prepare a comprehensive plan for the non-CCA jurisdiction and present it to the local county board of commissioners or Tribal government. To the extent consistent with this chapter and section 244.19, the commissioner is subject to all the subsidy-related standards and requirements under this chapter and to all supervision standards and commissioner-prescribed policies.

(d) All comprehensive plans must:

(1) comply with commissioner-developed standards and reporting requirements, including requirements under section 401.11, subdivision 1;

(2) provide a budget for planned correctional services and programming; and

(3) sufficiently address community needs and supervision standards, including strategic planning that ties planned correctional services and programming to successful community supervision outcomes, including but not limited to reducing an individual's assessed level of risk for recidivism and addressing an individual's needs that lead to positive adjustment and prosocial behavior.

(e) Each CCA and non-CCA jurisdiction must track and report on the use of correctional fees under section 244.18 in their comprehensive plans. At a minimum, each jurisdiction must report on the types of correctional services for which fees were imposed, the aggregate amount of fees imposed, and the amount of fees collected.

(f) A comprehensive plan is valid for four years, and a corrections advisory board or non-CCA jurisdiction must review and update its plan two years after the plan has been approved or two years after submission to the commissioner, whichever is earlier. An updated plan must include an updated budget and list which services that a county or Tribal Nation plans to provide before its next four-year comprehensive plan.

(g) All approved comprehensive plans, including updated plans, must be made publicly available on the Department of Corrections website.

WHEREAS, the 2024 Comprehensive Plan is specific to Becker County.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves the 2024 Comprehensive Plan set forth by the Minnesota Department of Corrections.

Duly adopted this 5th day of March 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okeson
John Okeson
Board Chair

State of Minnesota )
) ss
County of Becker )

I, the undersigned being the duly appointed and qualified Interim 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 March 5, 2024, as recorded in the record of proceedings.

Carrie Smith
Interim County Administrator



# BECKER COUNTY Land Use Department

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

**MEMORANDUM FOR ACTION**

**Date:** March 5th, 2023

**SUBJECT:** Request to host a GreenCorps member 2024-25

**THROUGH:** Environmental Services Committee

**TO:** Becker County Board of Commissioners

1. **Reference:** Resolution 03-24-1B
2. **Discussion:** The Land Use Department would like to apply to host a GreenCorps member who would be on site for 11 months beginning September 2024 through August 2025, serving approximately 1,700 hours. The applicant would work on the following:
  - a. Research and development of a source separated organics waste diversion program.
  - b. Continue development of the mattress recycling program – this would include promoting mattress recycling regionally through public education.
  - c. Promote building deconstruction and material reuse as a way to increase waste diversion.

**Host site responsibilities:**

- **Member recognition:** Minnesota GreenCorps members are not “employees” or “volunteers” of the host site.
- **Supervision:** Provide day-to-day professional supervision of the Minnesota GreenCorps member(s), equating to approximately four (4) hours per week. Set a daily schedule with the Minnesota GreenCorps member to ensure a full-time member is serving approximately 40 hours/week, and then hold the member accountable to this set schedule.
- **Provide an on-site orientation for the Minnesota GreenCorps member.**
- **Provide workspace, computer access, supplies, materials.** The Host site must contribute \$300 to member professional development (training, conference registration, networking events, other). This is required as an in-kind match.
- **Work environment:** Maintain a positive work environment.
- **Provide reasonable accommodation:** Members with mental or physical disabilities have the right to request reasonable accommodation through their host site.
- **Attend supervisor training:** Participate in a one-day Site Supervisor Orientation.
- **Approve timesheets.**
- **Participate in site visits:** Participate in a bi-annual site visit facilitated by the Minnesota GreenCorps Program Coordinator.

**In-kind contribution required by Becker County:**

The MPCA does not charge a fee for participation in the Minnesota GreenCorps program. However, host sites are expected to provide in-kind contributions in the form of supervision, operating costs (office space, internet, telephone), and equipment costs associated with hosting a member.	<b>Estimated minimum contribution per member</b>
<b>Supervision (46 weeks, 4 hours per week@ \$35/hr)</b>	\$8,024

<b>Operating costs</b> (office space, internet connection, phone connection, computer purchase or rental, office equipment),	\$2,000
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- 3. **Funding:** All County funding is in-kind.
  - 4. **Action request:** Approve resolution 03-24-1B.
  - 5. The point of contact for this memorandum is Steve Skoog.
- Distribution: Board of Commissioners, County Administrator

**BECKER COUNTY BOARD OF COMMISSIONERS**  
**RESOLUTION 03-24-1B**  
**APPLICATION OF A MINNESOTA GREENCORPS MEMBER**

**WHEREAS**, Becker County supports hosting an AmeriCorps member from the Minnesota GreenCorps, a program of the Minnesota Pollution Control Agency (MPCA), for the 2024 -2025 program year; and

**WHEREAS**, if Becker County is selected as a host County by the MPCA, the organization is committed to implementing the proposed project as described in the host site application, and in accordance with pre-scoped position description; and

**WHEREAS**, Becker County will enter into a host site agreement with the MPCA that identifies the terms, conditions, roles and responsibilities.

**NOW THEREFORE BE IT RESOLVED.** That the Board of County Commissioners of Becker County hereby agree to enter into and sign a host site agreement with the MPCA to carry out the member activities specified therein the program application and to comply with all of the terms, conditions, and matching provisions of the host site agreement and authorizes and directs County Administrator to sign the grant agreement on its behalf.

Duly adopted this 5th day of March 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS  
Becker County, Minnesota

ATTEST:

<u>/s/ Carrie Smith</u>	<u>/s/ John Okeson</u>
Carrie Smith	John Okeson
Interim County Administrator	Board Chair

State of Minnesota)  
  ) ss  
County of Becker )

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held March 5th, 2024, as recorded in the record of proceedings.

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



# **Becker County Transit PROCUREMENT POLICY**

**Policy Date 11/27/2023**

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# 1. INTRODUCTION

## 1.1. Purpose

This policy establishes guidelines and minimum standards that Becker County Transit will use in the management of its third-party contracts. This manual is intended to ensure that Becker County Transit complies with Federal Transit Administration (FTA) and the Minnesota Department of Transportation's standards to ensure full and open competition and equitable treatment of all potential sources for all purchases made with funding derived from the Federal, state, and local governments. In all purchasing activity, the goal of Becker County Transit is to ensure maximum open and free competition consistent with:

- FTA Circular 4220.1F "Third Party Contracting Guidance" or latest version thereof;
- FTA Circular 4220.1F "FTA Best Practices Procurement and Lessons Learned Manual"
- 2 CFR § 200.318 – 200.327

The goal of this procurement policy is to provide an atmosphere in which all procurement transactions will be conducted in a manner providing full and open competition while preventing the use of state or federal funds for unallowable costs, as discussed in 2 C.F.R. 200 and other applicable regulations. Becker County Transit outlines the local restrictions and guidance on unallowable costs within the Financial Policy.

When Becker County Transit undertakes any purchase utilizing FTA funds, this policy shall supersede any existing purchasing policy. When any conflict exists between this policy and the existing policies of the Becker County Transit, the procedures in this policy shall prevail. If any employee of Becker County Transit determines that a conflict exists between these policies and state or local law, Becker County Transit shall contact MnDOT and communicate the conflict.

## 1.2. Third Party Contracting Capacity

FTA regulations (2 CFR § 200.319(c) and FTA Circular 4220.1F, Chapter III, § 3a) require Becker County Transit to have written procurement procedures. This policy is designed to meet FTA and MnDOT's requirements in this regard.

## 1.3. Procurement Planning

Planning is Becker County Transit first step in the procurement process. It is the process of deciding what to buy, when, and from what sources. In order to plan effectively, Becker County Transit must have the internal organizational capability with the proper checks and balances to facilitate the procurement process with the highest degree of integrity. This includes having trained, experienced contract personnel that have the authority to contractually bind the agency. Furthermore, Becker County Transit uses Federal funds in support of their procurement actions and must ensure that contract personnel are fully knowledgeable of the numerous laws and regulations that apply to funded procurements. Becker County Transit invests the time and resources to establish standards of conduct, organize effectively, and develop short- and long-range plans will avoid last minute, emergency or ill-planned procurements, which are contrary to open, efficient and effective procurements. FTA C. 4220.1F Best Practices.

#### **1.4. Policy Review and Amendment**

Once per year the TRANSIT DIRECTOR, OPERATIONS MANAGER, HUMAN RESOURCES, \*\*\*other important organizational figures\*\*\*, and any employees the TRANSIT DIRECTOR requests to be present, shall meet and review this policy for revisions or updates that need to be made. The Board/Governing Body will be notified of changes to this policy at their next regularly scheduled meeting and at that time, adopt any revisions or updates to the Policy.

If any changes or revisions are adopted to this policy, Becker County Transit will upload the updated policy to BlackCat with an indication of the date when the changes were made.

## **2. CODE OF ETHICS AND CONFLICT OF INTEREST POLICY**

### **2.1. Purpose**

Federal grant management rules (2 CFR § 200.318(c)(1)) require each recipient to maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. This policy must address:

- Personal conflicts of interest
- Gifts; and
- Violations.

### **2.2. Applicability**

No employee, officer or agent may participate in the selection, award, or administration of a contract supported by a Federal award if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. 2 C.F.R. 200.318(c)(1).

### **2.3. Gifts/Gratuities**

No officer, employee, agent, or board member of Becker County Transit, may solicit or accept gratuities, gifts, favors, or anything of monetary value from contractors or parties to subcontracts. 2 C.F.R. 200.318(c)(1).

### **2.4. Employee Conflicts of Interest**

#### **2.4.1. Conflicts of Interest**

It shall be a breach of ethical standards for any Becker County Transit listed employee or member to participate directly or indirectly in a procurement when the employee or member knows:

- The employee or any member of the employee's immediate family, board member, officer, agent, his or her partner, has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement. 2 C.F.R. 200.318(c)(1); FTA C. 4220.1F, Chapter III(1)(a).

#### **2.4.2. Discovery of Actual or Potential Conflict of Interest (Disqualification and Waiver)**

Regardless of the organizational structure Becker County Transit establishes for its procurement activities, a strong need for autonomy or independence of the procurement function from internal customers. It is very important that all procurement responsibilities are carried out without undue influence by the agency's internal customers and users of the goods and services procured. While the

degree of autonomy and organizational reporting relationships will vary with the size of the organization and its established policies, autonomy enables procurement personnel to give unbiased consideration to procurement principles and requirements, as well as to the schedule, budget, functional and other requirements of the internal customers. The procurement personnel must be free from undue influence or pressure in the awarding and administration of contracts. (See 2 C.F.R. § 200.318 *General procurement standards*; FTA Circular 4220.1F, Chapter III, paragraph 3 – *Third Party Contracting Capacity*; and FTA Best Practices 2.2)

Remedies. FTA expects the recipient to analyze each planned acquisition in order to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible, and avoid, neutralize, or mitigate potential conflicts before contract award. FTA C. 4220.1F, Chapter VI(2)(h).

Upon discovery of an actual or potential conflict of interest, an employee participating directly or indirectly in a procurement shall:

- Promptly file a written statement of disqualification with the Procurement Officer; and
- Withdraw from further participation in the procurement.

The employee may, at the same time, request from the Procurement Officer, an advisory opinion as to what further participation, if any, the employee may have in the procurement. It shall be at the sole discretion of the Procurement Officer to determine if the employee may have any further participation in the procurement and, if so, the extent to which the employee may participate. Any employee who fails to comply with the provisions of this paragraph may be subject to disciplinary action.

#### **2.4.3. Employee Disclosure Requirements**

A Becker County Transit employee, who has reason to believe that they or their immediate family have an interest that may be affected by their official acts or actions as a Becker County Transit employee or by the official acts or actions of Becker County Transit, shall disclose the precise nature and value of such interest in a written disclosure statement to the Procurement Officer. The employee's disclosure statement will be reviewed by the Procurement Officer and the Procurement Officer will respond to the employee in writing with an opinion as to the propriety of said interest.

In the event that the Procurement Officer has reason to believe that they or their immediate family has an interest that may be affected by their official acts or actions as a Becker County Transit employee or by the official acts or actions of Becker County Transit, they shall disclose the precise nature and value of such interest in a written disclosure statement to the Transit Director.

#### **2.4.4. Confidential Information**

A Becker County Transit employee may not directly or indirectly make use of, or permit others to make use of, for the purpose of furthering a private interest, confidential information acquired by virtue of their position or employment with Becker County Transit. 2 C.F.R. 200.303(e).

## **2.5. Organizational Conflicts of Interest**

The Procurement Officer and technical personnel are encouraged to closely scrutinize all situations that appear to have the potential for an organizational conflict of interest.

Organizational conflicts of interest may result in bias and potentially provide an unfair competitive advantage to a potential offeror. An organizational conflict of interest occurs due to the type of work to be performed under a third-party contract, or because of other activities or relationships such as:

- A contractor who is unable, or potentially unable, to render impartial assistance or advice to the Subrecipient;
- A contractor's whose objectivity in performing contract work is or might be impaired;
- A contractor who has an unfair competitive advantage; or
- An organization that has a parent, affiliate, subsidiary or similar organizational relationship with Becker County Transit.

Bias arises when a contractor is placed in a situation where there may be an incentive to distort advice or decisions. Whenever a contract is awarded that involves the rendering of advice, the question must always be asked as to whether the potential for a conflict of interest exists for the contractor rendering the advice. Becker County Transit will utilize a "Conflict of Interest Disclosure Statement," in its solicitation when contracting for services of this nature. 2 C.F.R. 200.318(c)(2); 2 C.F.R. 200.319(b).

## **2.6. Penalties**

For violation of any provision of this Code of Ethics or Conflict of Interest, the Becker County Transit may avail itself of every remedy in law or equity, to enact penalties to the employee, up to and including dismissal.

Civil/Criminal Penalties Additionally, violation of the Ethics Policy or a provision thereof may subject the Employee to criminal or civil penalties under State or Federal law.

### 3. Becker County Transit RESPONSIBILITIES

#### 3.1. Third-Party Contracting Capacity

Becker County Transit must maintain adequate technical capacity to carry out its FTA and State assisted projects and comply with Federal and State rules. Becker County Transit's third party contracting capability must be adequate to undertake its procurements effectively and efficiently in compliance with applicable Federal, state, and local requirements. FTA C. 4220.1F, Chapter 3(3).

#### 3.2. Contract Administration System

Becker County Transit must maintain a contract administration system to ensure that it and its third-party contractors comply with the terms, conditions, and specifications of their contracts or purchase orders and applicable Federal, state and local requirements. See Section 6 of this policy for a full discussion of contract administration. FTA C. 4220.1F, Chapter 3(3).

##### 3.2.1. Adequate Third-Party Contract Provisions

Becker County Transit must include provisions in all of its third-party contracts that are adequate to form a sound and complete agreement. Provisions identified in the solicitation must carry over into the contract. FTA C. 4220.1F, Chapter 3(3)(b).

##### 3.2.2. Revenue Contracts

Becker County Transit may enter into a revenue contract with a third-party to generate revenues in connection with a transit related activity, or to create business opportunities utilizing an FTA or State funded asset. Any such said contract opportunity will follow an open and competitive selection procedures and principles outlined herein. FTA C. 4220.1F, Chapter 2(b)(4).

##### 3.2.3. Record Keeping

Becker County Transit must prepare and maintain adequate and readily accessible project performance and financial records, covering procurement transactions as well as other aspects of project implementation. Becker County Transit must maintain these records in the event of litigation or in other limited circumstances, until six years (in accordance with MN State Record Retention requirements) after Becker County Transit and any contractors or subcontractors have made final payment and all other pending matters are closed. Specific record keeping requirements include:

- (a) Written Record of Procurement History – Becker County Transit must maintain and make available to MnDOT and FTA written records detailing the history of each procurement. For all procurements above the micro-purchase level Becker County Transit must maintain records relating to:
  - (1) Procurement Method – Becker County Transit must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive;
  - (2) Contract Type – Becker County Transit must state the reasons for selecting the contract type it used;
  - (3) Contractor Selection – Becker County Transit must state its reasons for contractor selection or rejection;
  - (4) Contractor Responsibility – Becker County Transit must provide a written determination of responsibility for the successful contractor;

- (5) Cost or Price – Becker County Transit must evaluate and state its justification for the contract cost or price; and
- (6) Reasonable Documentation – Becker County Transit must retain documentation commensurate with the size and complexity of the procurement.
- (7) Vendor Verification – Becker County Transit must include verification of acceptance with a selected vendor/supplier/manufacturer through the Federal System of Award Management (SAM) for each project and associated project file.

(b) Access to Records – Becker County Transit must provide FTA and MnDOT officials, Minnesota Department of Management and Budget, the State Auditor, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance.

2 C.F.R. 200.334.

### **3.3. Determination of Needs**

Becker County Transit must maintain and follow adequate procedures for determining the types and amounts of products and services it needs to acquire. Becker County Transit shall comply with the following requirements when determining the types and amounts of products and services it needs to acquire:

#### **3.3.1. Eligibility**

All products and services to be acquired with FTA or State funds must be eligible under the Federal or State law authorizing the FTA or State assistance award and any regulations thereunder. All products and services to be acquired with FTA or State funds must also be eligible for support within the scope of the underlying grant or cooperative agreement from which the FTA or State assistance to be used is derived. FTA C. 4220.1F, Chapter IV(1)(a).

#### **3.3.2. Necessity**

Becker County Transit shall adhere to the following standards for avoiding the purchase of duplicative and/or unnecessary products and services it does not need. FTA C. 4220.1F, Chapter IV(1)(b).

##### **3.3.2.1. Unnecessary Reserves**

Becker County Transit shall limit the acquisition of Federally or State-assisted property, goods, and services to the amount it needs to support its operations. FTA C. 4220.1F, Chapter IV(1)(b)(1).

##### **3.3.2.2. Acquisition for Assignment Purposes**

Becker County Transit shall contract only for its current and reasonably expected public transportation needs and shall not add quantities or options to third-party contracts solely to permit assignment to another party at a later date. These limits on assignments, however, do not preclude joint procurements that are entered into simultaneously by two or more parties to obtain advantages unavailable for smaller procurements. FTA C. 4220.1F, Chapter IV(1)(b)(2).

- (a) General Prohibition – Becker County Transit may contract only for its current and reasonably expected public transportation needs and may not add quantities or options to third-party contracts solely to permit assignment to another party at a later date.



- (b) Exceptions – These limits on assignments, however, do not preclude:
- (1) Joint Procurements – Becker County Transit and one or more other FTA recipients may enter into a single procurement at the same time to obtain advantages unavailable for smaller procurements.
  - (2) Participation in MnDOT Sponsored Vehicle Procurements – Becker County Transit may enter into contracts developed by the State of Minnesota to acquire vehicles. See Section 4.3 of this policy for a full discussion of state government purchasing schedules and contracts.
- (c) Procurement Size – For every procurement, Becker County Transit shall consider whether to consolidate or break out the procurement to obtain the most economical purchase. Absent efforts to foster greater opportunities for Disadvantaged Business Enterprises (DBEs), small and minority firms and women’s business enterprises, Becker County Transit shall not split a larger procurement merely to gain the advantage of micro-purchase or small purchase procedures.
- (d) Options – Becker County Transit shall justify, as needed, all option quantities included in every solicitation and contract. An option is a unilateral right in a contract by which, for a specified time, Becker County Transit may acquire additional equipment, supplies, or services than originally procured. An option may also extend the term of the contract.
- (e) Lease Versus Purchase – Becker County Transit shall review lease versus purchase alternatives for acquiring property and shall prepare or obtain an analysis to determine the most economical alternative. If Becker County Transit chooses to lease an asset then it must prepare a written comparison of the cost of leasing the asset compared with the cost of purchasing or constructing the asset.
- (f) Lease of Rolling Stock – For rolling stock and related equipment, the Fixing America’s Surface Transportation (FAST) Act requires Becker County Transit to submit a report to MnDOT, on behalf of FTA, within three years of executing a rolling stock lease that includes: (1) An evaluation of the overall costs and benefits of leasing rolling stock; and (2) A comparison of the expected short-term and long-term maintenance costs under a lease versus maintenance costs when buying rolling stock.
- (g) Specifications – Becker County Transit's procurement specifications shall clearly describe the products or services to be procured and shall state how the proposals will be evaluated. Becker County Transit's procurement specifications shall not be exclusionary, discriminatory, unreasonably restrictive, or otherwise in violation of Federal or Minnesota laws or regulations.

### **3.4. Contractor Responsibilities**

Becker County Transit, in awarding contracts financed in whole or in part with FTA financial assistance, shall follow guidance in this section to evaluate contractor capabilities to perform the contract.

In addition to the Federal rules (2 CFR § 200.318(h)) that require contract awards be made only to responsible contractors, Federal law at 49 U.S.C. § 5325(j) and State Law (CXXXXXX) limits third-party

contractor awards to those contractors capable of successfully performing under the terms and conditions of the proposed contract. Before selecting a contractor for award, Becker County Transit must consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

### **3.4.1. Debarment and Suspension**

Debarment and suspension regulations and guidance include the following provisions.

#### **3.4.1.1. DOT Debarment and Suspension Regulations**

U.S. Department of Transportation (DOT) regulations apply to each third-party contract at any tier of \$25,000 or more, to each third-party contract at any tier for a federally required audit (irrespective of the contract amount), and to each third party contract at any tier that must be approved by an FTA official irrespective of the contract amount (2 C.F.R.1200). Becker County Transit shall apply DOT's debarment and suspension requirements to itself and each third-party contractor at every tier to the extent required by DOT's regulations that incorporate the requirements of the Office of Management and Budget (OMB), "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" (2 C.F.R. 180).

#### **3.4.1.2. System for Award Management**

Becker County Transit will search and ensure that every offeror considered appears as a registered vendor within the results of a SAM.gov search and print the screen with the results of the search to be included in the procurement file. It is the policy of Becker County Transit to verify that the prospective third-party vendor is not listed as a debarred contractor on SAM.

### **3.4.2. Lobbying Certification and Disclosure**

If a third-party contract will exceed \$100,000, before awarding the contract, Becker County Transit will obtain a signed lobbying certification, and if applicable, a lobbying disclosure from a prospective third party contractor (see DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352).

### **3.4.3. Required Contract Clauses**

In addition to the requirements outlined above, there are various required clauses that may apply to Becker County Transit's third-party contracts, depending upon the type of procurement and the anticipated dollar value of said contract. It is the responsibility of Becker County Transit to assess each procurement and determine the applicable FTA third party terms and conditions that should be included in the solicitation and contract documents. Coordination with MnDOT on the appropriate clauses will be completed. These clauses may include:

- All FTA Assisted Third Party Contracts and Subcontracts:
  - No Federal government obligation to third parties
  - False or fraudulent statements or claims
  - Access to records
  - Federal changes
  - Civil rights
  - Incorporation of FTA terms
  - Energy conservation
  - Safe operation of motor vehicles

- Prohibition on certain telecommunications and video surveillance services or equipment
  - Contracts Exceeding \$10,000:
    - Termination provisions
  - Contracts Exceeding \$25,000:
    - Debarment and suspension
    - Notice regarding disputes, breaches, defaults, and litigation
  - Contracts Exceeding \$100,000:
    - Byrd Anti-Lobbying Amendment
  - Contracts Exceeding \$150,000:
    - Clean Air Act
    - Federal Water Pollution Control Act
    - Build America, Buy America (“BABA”) & Buy America (“BA”) (procurements involving iron, steel, manufactured products, and constructions materials)
  - Contracts Exceeding the Simplified Acquisition Threshold:
    - Legal remedies for violation or breach
  - Contracts for Construction:
    - Davis-Bacon Act
    - Copeland Anti-Kickback Act
    - Contract Work Hours and Safety Standards Act
    - Seismic safety
    - Veterans hiring preference
    - Bonding
  - Contracts for Transit Operations:
    - School bus restrictions
    - Charter bus restrictions
    - Transit employee protective arrangements
    - Substance abuse requirements
  - Miscellaneous:
    - Conformance with Intelligent Transportation Systems (ITS) national architecture
    - Cargo preference
    - Fly America
    - Patent rights
    - Rights in data and copyrights
    - Procurement of recovered materials
  - Rolling Stock Certifications:
    - Bus testing
    - Transit Vehicle Manufacturer (TVM) compliance with DBE requirements
    - Pre-Award Buy America Certification
    - Pre-Award Purchaser’s Requirements
    - Pre-Award Federal Motor Vehicle Safety Standards (FMVSS) Certification
    - Post-Delivery Buy America Certification
    - Post-Delivery Purchaser’s Requirements
    - Post-Delivery FMVSS Certification
- FTA C. 4220.1F, Matrix D; *see also* FTA Master Agreement.

### **3.5. Bonding**

Some procurements may necessitate Becker County Transit to require the vendor to submit a bid bond, performance bond, or payment bond (typically construction projects).

#### **3.5.1. Thresholds**

#### **3.5.2. Acceptable Sureties**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, when bonding is required, MnDOT may accept the bonding policy and requirements of the Subrecipient provided that MnDOT has made a determination that the Federal interest is adequately protected.

Federal rules for non-governmental recipients requires the non-governmental recipient to obtain construction bonds from companies holding certificates of authority as acceptable sureties under Department of the Treasury regulations, "Surety Companies Doing Business with the United States," (31 CFR Part 223). For a current list of approved sureties, see Department of the Treasury's Listing of Approved Sureties (Department Circular 570). As FTA encourages governmental recipient to require similarly acceptable sureties, it shall be the policy of Becker County Transit to such accept sureties.

### **3.6. Preference for U.S. Property—Buy America**

Any contract exceeding \$150,000 entered into by Becker County Transit with FTA assistance requires that all iron, steel, manufactured products (including rolling stock), and construction materials used are produced or manufactured in the United States, unless FTA has granted a waiver authorized by Buy America regulations. FTA cautions that its Buy America regulations are complex and different from the Federal "Buy American Act" regulations in FAR Subparts 25.1 and 25.2. FTA C. 4220.1F, Chapter IV(2)(c)(5).

Becker County Transit will, to the great practical extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States of America, even when Buy America and other regulations do not apply. 2 C.F.R. § 200.322

### **3.7. Accessibility**

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR § 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR § 1192 and 49 CFR § 38. Notably, DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

## **4. SOURCES OF ACQUISITIONS**

### **4.1. Force Account**

Force account means use of Becker County Transit's own labor forces and equipment to undertake a project (typically construction, renovation, or repair). The use of force account labor is a project management function, rather than a procurement and contract administration function, except in the general sense of the Subrecipient's ability to perform work with its own forces rather than contracting with another entity to acquire the property or services it needs, and the cost implications of the recipient's decision. Becker County Transit does not charge force account labor to its FTA grants. FTA C. 4220.1F, Chapter V(1).

### **4.2. Joint Procurements**

Becker County Transit may participate in joint procurements whereby Becker County Transit and one or more other entities agree from the outset to use a single solicitation document and enter into a single contract with a vendor for delivery of products or services. The following requirements apply to Becker County Transit's participation in joint procurements:

- Solicitation documents may not be drafted for the purpose of accommodating the needs of other parties that may later want to participate in the benefits of the contract.
- Becker County Transit is responsible for ensuring that the joint procurement solicitation and contract complies with all Federal and State requirements and that the solicitation document and contract includes all required clauses and certifications.

FTA C. 4220.1F, Chapter V(3).

### **4.3. State or Local Government Purchasing Schedules or Purchasing Contracts**

#### **4.3.1. Definition**

FTA uses the term "state or local government purchasing schedule" to mean an arrangement that a State or local government has established with several vendors in which those vendors agree to provide essentially an option to the State or local government, and its subordinate government entities, to acquire specific property or services in the future at established prices. These arrangements are somewhat similar to the General Services Administration's (GSA) Cooperative Purchasing Program available for Federal Government use. (FTA C. 4220.1F Chapter I 5.cc.)

#### **4.3.2. Small Quantity Conditions for Rolling Stock**

To the extent practicable, Becker County Transit will use the innovative procurement tools authorized under section 3019 of the FAST Act. If Becker County Transit conducts a stand-alone procurement (i.e., not part of a state contract or joint/cooperative procurement) for fewer than five buses, it must prepare a written justification for not using an authorized "innovative procurement tool" pursuant to 49 USC § 5339(a)(10)(B).

### 4.3.3. Applicability of Federal Provisions

When obtaining property or services in this manner, Becker County Transit must ensure all Federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master intergovernmental contract or in the recipient's purchase document. While MnDOT takes all precautions to ensure that such provisions are in the original solicitation and contract documents, it is ultimately Becker County Transit's responsibility to ensure such documents and certifications are obtained. Solicitation of these vendors is conducted in the same manner as any other procurement.

If such requirements, clauses, and certifications were not included in the original purchase solicitation and contracts, Becker County Transit may request the vendor to append the required Federal clauses in the purchase order or other document that effects the Becker County Transit's procurement. When this method is used, Becker County Transit shall obtain Buy America certification before entering into the purchase order. This method cannot be used to circumvent FTA's Buy America requirements.

### 4.3.4. Existing Contracts

Becker County Transit may use existing contract rights as an acquisition source. An "existing contract" means a contract that, when formed, was intended to be limited to the original parties thereto. FTA C. 4220.1F, Chapter V(7).

#### 4.3.4.1. Permissible Actions

Within the conditions set forth below, Becker County Transit may use existing contract rights held by another recipient of FTA assistance:

- (a) Exercise of Options – Becker County Transit may use contract options held by another recipient of FTA assistance with the following limitations:
  - (1) Consistency with the Underlying Contract – Becker County Transit must ensure that the terms and conditions of the option it seeks to exercise are substantially similar to the terms and conditions of the option as stated in the original contract at the time it was awarded.
  - (2) Price – Becker County Transit may not exercise an option unless it has determined that the option price is better than prices available in the open market, or that when it intends to exercise the option, the option is more advantageous.
  - (3) Awards Treated as Sole Source Procurements – The following actions constitute sole source awards:
    - i. Failure to Evaluate Options Before Awarding the Underlying Contract – If a contract has one or more options and those options were not evaluated as part of the original contract award, exercising those options after contract award will result in a sole source award.
    - ii. Negotiating a Lower Option Price – Exercising an option after Becker County Transit has negotiated a lower or higher price will also result in a sole source award unless that price can be reasonably determined from the terms of the original contract, or that price results from Federal actions that can be reliably measured.

- (b) Assignment of Contract Rights (“Piggybacking”) – If Becker County Transit finds that it has inadvertently acquired contract rights in excess of its needs, it may assign those contract rights to another MnDOT subrecipient if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions. Becker County Transit may use contractual rights through assignment from another recipient of FTA assistance after first determining the contract price remains fair and reasonable, and the contract provisions are adequate for compliance with all Federal requirements. Becker County Transit need not perform a second price analysis if a price analysis was performed for the original contract; however, Becker County Transit must determine whether the contract price or prices originally established are still fair and reasonable before using those rights. Becker County Transit shall be responsible for ensuring the contractor’s compliance with FTA’s Buy America requirements and execution of all the required pre-award and post-delivery Buy America review certifications. Before proceeding with the assignment, however, Becker County Transit shall review the original contract to be sure that the quantities the assigning recipient acquired, coupled with the quantities that Becker County Transit seeks, do not exceed the amounts available under the assigning recipient’s contract.

#### **4.3.4.2. Impermissible Actions**

Becker County Transit may not use Federal assistance to finance:

- (a) Improper Contract Expansion – A contract has been improperly expanded when it includes a larger scope, greater quantities, or options beyond the recipient’s reasonably anticipated needs. A contract has also been improperly expanded when excess capacity has been added primarily to permit assignment of those contract rights to another entity.
- (b) Cardinal Changes – A significant change in contract work that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change or “tag-on”. A change within the scope of the contract is not a cardinal change or “tag-on”.

## **5. PROCEDURES FOR OPEN MARKET PROCUREMENTS**

### **5.1. Solicitation of Competitive Price Quotes, Bids or Proposals**

Compliance with the solicitation procedures described in Section 5.4 below will fulfill FTA requirements for “full and open competition.” 2 C.F.R. 200.319(a).

### **5.2. Solicitation Requirements and Restrictions**

Every procurement solicitation that Becker County Transit issues above the micro-purchase level (currently established in Federal guidance at \$10,000), must include the following information and be advertised in a manner that ensures adequate and open competition. 2 C.F.R. 200.319(d).

#### **5.2.1. Description of the Property or Services**

The solicitation and the contract awarded thereunder must include a clear and accurate description of Becker County Transit's technical requirements for the products or services to be acquired in a manner that provides for full and open competition. 2 C.F.R. 200.319(d)(1).

##### **5.2.1.1. Descriptive Elements**

Becker County Transit will prepare descriptions of property, goods, or service in terms of functions to be performed or level of performance required, including the range of acceptable characteristics or minimum acceptable standards. Detailed product specifications should be avoided if at all possible; however, there is no prohibition against their use when appropriate. 2 C.F.R. 200.319(d)(1).

##### **5.2.1.2. Quantities**

Additional quantities or options above Becker County Transit's needs at the time of acquisition may not be added to contracts solely to allow assignment of those quantities or options at a later date. FTA C. 4220.1F, Chapter IV(1)(b).

##### **5.2.1.3. Brand Name or Equal**

When it is impractical or uneconomical to provide a clear and accurate description of the technical requirements of the property to be acquired, a “brand name or equal” description may be used to define the performance or other salient characteristics of a specific type of property. The salient characteristics of the named brand that bidders or offerors must provide must be identified. 2 C.F.R. 200.319(b)(6).

##### **5.2.1.4. Prohibited Practices**

Solicitations with requirements that contain features that unduly restrict competition may not be used. Becker County Transit shall not:

- Impose unreasonable business requirements for bidders or offerors.
- Impose unnecessary experience requirements for bidders and offerors.
- Use prequalification procedures that conflict with the prequalification standards described in Section 5.3.
- Make a noncompetitive award to any person or firm on a retainer contract with Becker County Transit if that award is not for the property or services specified for delivery under the retainer contract.



- Impose unreasonable restrictive bonding requirements on bidders and offerors in excess of FTA and state requirements.
- Specify only a “brand name” product without allowing offers of an “equal” product, or allowing an “equal” product without listing the salient characteristics that the “equal” product must meet to be acceptable for award.
- Specify in-state or local geographical preferences or evaluating bids or proposals in light of in-state or local geographic preferences, even if those preferences are imposed by State or local laws or regulations. The only exception expressly mandated or encouraged by Federal law that may be applicable to Becker County Transit is the procurement of Architectural and Engineering (A&E) Services. Geographic location may be a selection criterion in the procurement of A&E services if an appropriate number of qualified firms are eligible to compete for the contract in view of the nature and size of the project.
- Engage in practices that result in organizational conflicts of interest. An organizational conflict of interest occurs when any of the following circumstances arise:
  - Lack of Impartiality or Impaired Objectivity – When the bidder or offeror is unable, or potentially unable, to provide impartial and objective assistance or advice to Becker County Transit due to other activities, relationships, contracts, or circumstances.
  - Unequal Access to Information – When the bidder or offeror has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
  - Biased Ground Rules – When during the conduct of an earlier procurement, the bidder or offeror has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.
- Support or acquiesce in noncompetitive pricing practices between firms or between affiliated companies.
- Take any arbitrary action in the procurement process.

2 C.F.R. 200.319.

### **5.2.2. Evaluation Factors.**

All solicitations shall identify all factors to be used in evaluating bids or proposals. At the discretion of Procurement Officer, the relative order of importance and/or weights shall be communicated to prospective offerors. FTA C. 4220.1F, Chapter VI2.c.1. and 2.

### **5.2.3. Permissible Contract Types**

Becker County Transit shall state the type of contract that will be awarded in all solicitation documents. The following types of contracts will typically be executed with the successful vendor:

#### **5.2.3.1. Firm Fixed Price**

A firm fixed price contract includes a price that remains fixed irrespective of the contractor’s cost experience in performing the contract. A firm fixed price contract may include an economic price adjustment provision, incentives, or both.

#### **5.2.3.2. Cost Reimbursement**

A cost-reimbursement contract provides for payment of the contractor’s allowable incurred costs, to the extent prescribed in the contract. Allowable costs may include incentives if the recipient believes they can prove helpful. Cost-reimbursement contracts are suitable for use only when

uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed price contract.

#### **5.2.4. Prohibitive or Restricted Contract Types**

The following contract types are prohibited or restricted:

##### **5.2.4.1. Cost Plus Percentage of Cost**

Cost plus Percentage of Cost type contracts are prohibited.

##### **5.2.4.2. Time and Materials**

Time and Materials type contracts may be used only after a written determination is made that no other contract type is suitable. In addition, the contract between Becker County Transit and the Contractor must specify a ceiling price that the Contractor may not exceed except at its own risk.

#### **5.2.5. Other Federal Requirements Affecting the Property or Services to be Acquired**

The solicitation and resulting contract must identify those Federal requirements that will affect contract scope and performance.

#### **5.2.6. Other Federal Requirements Affecting the Bidder or Offeror and the Contractor**

The solicitation and resulting contract must identify all Federal requirements that a bidder or offeror must fulfill before and during contract performance.

#### **5.2.7. Reservation of Right to Award to Other Than the Low Bidder or Offeror**

The solicitation must specifically reserve Becker County Transit right to award a contract to other than the low bidder or offeror. If the solicitation documents do not specify this right, Becker County Transit will be obligated to award the contract to the low bidder.

#### **5.2.8. Reservation of Right to Reject All Bids or Offers**

The solicitation must specifically reserve Becker County Transit's right to reject all bids or offers.

### **5.3. Methods of Procurement**

Becker County Transit shall use competitive procedure(s) appropriate for the acquisition undertaken. The procedures used must comply with Minnesota and local law as well as with Federal requirements. Federal restrictions vary with the type of procurement method used. The following guidance is based on the requirements of 2 CFR § 200.318 – 200.326, supplemented by FTA and State policies that address the needs of FTA recipients.

#### **5.3.1. Informal Procurements: Micro Purchases**

##### **5.3.1.1. Definition**

Per 2 C.F.R. 200.320, micro-purchases are those purchases of products and services that cost \$10,000 or less (or current threshold established by Federal Acquisition Regulations (FAR)); for purposes of this policy, Becker County Transit will use \$10,000 as the threshold for relatively simple purchases as a means to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.

#### **5.3.1.2. Approval Authority**

Micro-purchases must be approved in writing by one of the following Becker County Transit employees:

- Procurement Director
- Transit Director

#### **5.3.1.3. Competition**

Becker County Transit may acquire products and services valued at less than (Micro Purchase Limit) without obtaining competitive quotations. Micro-purchases should be distributed equitably among qualified suppliers.

Micro purchases are exempt from FTA's Buy America requirements. Davis-Bacon prevailing wage requirements, however, will apply to construction contracts exceeding \$2,000, even though the recipient uses micro-purchase procurement procedures. 2 C.F.R. 200.320(a)(1)(ii).

#### **5.3.1.4. Prohibited Divisions**

The size or dollar value of procurements may not be divided or reduced merely to come within the micro purchase limit. The only allowable exception to this restriction is for the express purpose of fostering greater participation of DBEs, small and minority firms and women's business enterprises in Becker County Transit's Federally assisted procurements. FTA C. 4220.1F, Chapter IV(3)(a)(2)(b).

#### **5.3.1.5. Documentation**

Every micro-purchase must be accompanied by a written determination that the price is fair and reasonable and a description of how that determination was made. FTA C. 4220.1F, Chapter IV(3)(a)(2)(c).

### **5.3.2. Informal Procurements: Small Purchases**

#### **5.3.2.1. Definition**

FTA defines small purchases as those purchases of products and services, including construction services, that cost greater than \$10,000 but not more than \$250,000. For purposes of this policy, Becker County Transit will consider small purchase those that cost greater than \$10,000 but not more than \$250,000.

#### **5.3.2.2. Approval Authority**

Small purchases must be approved in writing by one of the following Becker County Transit employees:

- Transit Director
- Chief Executive Officer
- Governing Board
- Other identified per local decision

**5.3.2.3. Required Competition**

Price or rate quotations must be obtained from an adequate number of qualified sources. It is the responsibility of Becker County Transit to ensure that an adequate number of quotations, bids, or proposals are received. 2 C.F.R. 200.320(2)(i).

**5.3.2.4. Prohibited Divisions**

The size or dollar value of procurements may not be divided or reduced merely to come within the small purchase limit. The only allowable exception to this restriction is for the express purpose of fostering greater participation of DBEs, small and minority firms and women’s business enterprises in Becker County Transit’s Federally assisted procurements. FTA C. 4220.1F, Chapter IV(3)(b)(2)(b).

**5.3.2.5. Documentation**

Every small purchase must be documented in the grantee’s written procurement history file. The level of documentation is stipulated in Section 6.6.1. 2 C.F.R. 200.334.

For small purchases, price quotations may be oral or written.

**5.3.2.6. Special Considerations**

Becker County Transit reserves the right to use formal purchase methods, even if small purchase thresholds are met, if the Procurement Officer believes it is in the best interests of the Becker County Transit to do so.

**5.3.3. Formal Procurements**

**5.3.3.1. Definition**

Formal purchases are those purchases of products and services that cost greater than the current Federal threshold of \$250,000. For purposes of this policy, Becker County Transit will use formal procedures for all purchases over \$250,000. 2 C.F.R. 200.320(b); FTA C. 4220.1F.

**5.3.3.2. Approval Authority**

Large purchases must be approved in writing by the following Becker County Transit employees or officials:

- Transit Director
- Governing Board
- Other local identified officials

No further delegation of approval authority for large purchases may be made.

**5.3.3.3. Procurement Methods**

There are two primary methods of procurement for large purchases of products and services:

- Sealed Bid method (IFB); and

- Competitive Proposal (RFP) method.

#### **5.3.3.4. Required Competition**

Formal bids and competitive proposals must be publicly advertised. 2 C.F.R. 200.320(b).

For formal purchases by the sealed bid method of procurement, two or more responsible bidders must be willing and able to compete effectively for the business. 2 C.F.R. 200.320(b)(1)(i)(B).

For formal purchases by the competitive proposal method of procurement, two or more offerors must be willing and able to submit an offer or proposal. 2 C.F.R. 200.320(b)(2).

#### **5.3.3.5. Required Documentation**

Every formal purchase must, at a minimum, be supported by a written independent cost estimate, formal bids or proposals, a written cost or price analysis as appropriate, a written justification and detailed rationale for contractor selection (including application of evaluation criteria) and a written determination of the responsibility of the contractor. Additional documentation requirements are dependent upon the formal procurement method that is utilized to make the purchase. 2 C.F.R. 200.320; 2 C.F.R. 200.324(a).

#### **5.3.3.6. Procedural Methods for Sealed Bids**

The sealed bid method of procurement is a formal method in which bids are publicly solicited and a firm fixed price contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the Invitation for Bids (IFB), is lowest in price. The IFB document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a bid, and the forms on which bids must be submitted. 2 C.F.R. 200.320(b)(1).

- (a) When Appropriate – The sealed bid method of procurement is the preferred method for acquiring products and services that, including construction services, cost greater than simplified threshold or Small Purchase threshold. The sealed bid method of procurement may also be used for small purchases if it is determined to be appropriate. The sealed bid method of procurement is appropriate if the following conditions apply:
- (1) Precise Specifications – A complete, adequate, precise, and realistic specification or purchase description is available.
  - (2) Adequate Sources – Two or more responsible bidders are willing and able to compete effectively for the business.
  - (3) Fixed Price Contract – The procurement generally lends itself to a firm fixed price contract.
  - (4) Price Determinative – The successful bidder can be selected on the basis of price and those price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Apart from responsibility determinations, contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.

- (5) Discussions Unnecessary – Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made based on price and price-related factors alone.

FTA C. 4220.1F, Chapter IV(3)(c)(1).

- (b) Requirements for Sealed Bids – The following requirements apply to the sealed bid method of procurement:

- (1) Publicity – The Invitation for Bids must be publicly advertised.
  - i. The Procurement Officer shall ensure that sufficient time is allowed to prepare bids before the date of bid opening.
  - ii. Notice of bidding opportunities may be provided in other ways in addition, but not as a substitute, to a published notice. The methods may include, but not necessarily be limited to:
    - a. Direct notice, based on compiled vendor lists or from pre-qualification list, sent to prospective offerors; or
    - b. Use of advertisement by electronic means.
- (2) Adequate Sources – Bids must be solicited from an adequate number of known suppliers.
- (3) Adequate Specifications – The Invitation for Bids, including any specifications and pertinent attachments, must describe the property or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.
- (4) Sufficient Time – Bidders must be allowed sufficient time to prepare bids before the date of bid opening.
- (5) Public Opening – All bids must be publicly opened at the time and place prescribed in the Invitation for Bids.
- (6) Fixed Price Contract – A firm fixed price contract must be awarded in writing to the lowest responsive and responsible bidder unless the Invitation for Bids specifically allowed for award of a fixed price incentive contract or the inclusion of an economic price adjustment provision.
- (7) Rejection of Bids – Any or all bids may be rejected if there is a sound, documented business reason.

FTA C. 4220.1F, Chapter IV(3)(c)(2).

#### **5.3.3.7. Competitive Proposals**

The competitive proposal method of procurement is a formal method in which written proposals are publicly solicited and a contract is awarded to the responsible offeror whose proposal, taking into consideration price and other factors, is considered to be the most advantageous to Becker County Transit or that is considered to be the “best value” to Becker County Transit. The vehicle through which proposals are solicited is Request for Proposals (RFP). The RFP document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a proposal and the forms on which proposals must be submitted, if applicable. FTA C. 4220.1F, Chapter IV(3)(d).

- (a) When Appropriate – The competitive proposal method of procurement is appropriate for the acquisition of products and services that cost greater than (Small Purchase Limit) when the nature of the procurement does not lend itself to sealed bidding and Becker County Transit expects that more than one source will be willing and able to submit a proposal. The competitive proposal method of procurement may also be used for small

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purchases if it is determined to be appropriate. The competitive proposal method of procurement may not be used for the procurement of construction services. The competitive proposal method of procurement is appropriate when any of the following circumstances are present:

- (1) Type of Specifications – The products or services to be acquired are described in a performance or functional specification, or if described in detailed technical specifications, other circumstances such as the need for discussions or the importance of basing contract award on factors other than price alone are present.
- (2) Uncertain Number of Sources – Uncertainty about whether more than one bid will be submitted in response to an Invitation for Bids.
- (3) Price Alone Not Determinative – Due to the nature of the procurement, contract award need not be based exclusively on price or price-related factors.
- (4) Discussions Expected – Separate discussions with individual offerors are expected to be necessary after they have submitted their proposals.

FTA C. 4220.1F, Chapter IV(3)(d)(1).

(b) Requirements for Competitive Proposals – The following requirements apply to the competitive proposal method of procurement:

- (1) Publicity – The Request for Proposals must be publicly advertised.
- (2) Evaluation Factors – All evaluation factors and their relative importance must be specified in the solicitation, but numerical or percentage ratings or weights need not be disclosed.
- (3) Adequate Sources – Proposals must be solicited from an adequate number of qualified sources.
- (4) Evaluation Method – A specific method must be established and used to conduct technical evaluations of the proposals received and to determine the most qualified offeror.
- (5) Price and Other Factors – An award must be made to the responsible offeror whose proposal is most advantageous to Becker County Transit or that represents the “best value” to Becker County Transit with price and other factors considered.
- (6) Best Value – Becker County Transit may award a contract to the offeror whose proposal provides the greatest value to Becker County Transit. To do so, the solicitation must inform potential offerors that the award will be made on a “best value” basis and identify what factors will form the basis for award. Becker County Transit must base its determination of which proposal represents the “best value” on an analysis of the tradeoff of qualitative technical factors and price or cost factors.

FTA C. 4220.1F, Chapter IV(3)(d)(2).

#### **5.3.3.8. Two-Step Procurements**

Becker County Transit may use two-step procurement procedures in both sealed bid and competitive proposal procurements, provided the opportunity for full and open competition is retained. FTA C. 4220.1F, Chapter IV(3)(e).

Review of Technical Qualifications and Approach – The first step is a review of the prospective contractors’ technical approach to Becker County Transit's request and their technical qualifications to carry out that approach followed by the establishment of a competitive range consisting of prospective contractors that demonstrate a technically satisfactory approach and have satisfactory qualifications. FTA C. 4220.1F, Chapter IV(3)(e)(1).

Review of Bids and Proposals Submitted by Qualified Prospective Contractors – The second step consists of soliciting and reviewing complete bids or proposals, including price, submitted by each prospective contractor determined to be qualified. Absent exceptional circumstances, bids or proposals must be solicited from at least three qualified prospective contractors. FTA C. 4220.1F, Chapter IV(3)(e)(2).

**5.3.3.9. Architectural and Engineering (A&E) Services and Other Services**

FTA’s enabling legislation at 49 U.S.C. § 5325(b)(1) requires the use of the qualifications-based procurement procedures contained in the “Brooks Act,” 40 U.S.C. § 1101 through 1104, to acquire A&E services. FTA C. 4220.1F, Chapter IV(3)(f).

(a) Qualifications-Based Procurement Procedures Required – Becker County Transit must use qualifications-based procurement procedures to acquire architectural and engineering (A&E) services as well as certain other services that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property. In addition to A&E services, other services that must be procured by qualifications-based procurement procedures include:

- Program management;
- Construction management;
- Feasibility studies;
- Preliminary engineering;
- Design, architectural, engineering;
- Surveying, mapping; and
- Other related services.

The nature of the work to be performed and its relationship to construction, not the nature of the prospective contractor, determine whether qualifications-based procurement procedures may be used. FTA C. 4220.1F, Chapter IV(3)(f)(1).

(b) Qualifications-Based Procurement Procedures Prohibited – Unless FTA determines otherwise in writing, qualifications-based procurement procedures may not be used to acquire other types of services if those services are not directly in support of, directly connected to, directly related to, or do not lead to construction, alteration, or repair of real property. Qualifications-based procurement procedures may not be used for actual construction, alteration or repair to real property. FTA C. 4220.1F, Chapter IV(3)(f)(2).

(c) Qualifications-Based Procurement Procedures – The following procedures apply to qualifications-based procurements:



- (1) Qualifications – Unlike other two-step procurement procedures in which price is an evaluation factor, an offeror’s qualifications are evaluated to determine contract award.
- (2) Price – Price is excluded as an evaluation factor.
- (3) Most Qualified – Price negotiations are first conducted with only the most qualified offeror.
- (4) Next Most Qualified - Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror. Then, if necessary, negotiations with successive offerors in descending order may be conducted until contract award can be made to the offeror whose price the recipient believes is fair and reasonable.

FTA C. 4220.1F, Chapter IV(3)(f)(3).

#### **5.4. Noncompetitive Procurements**

Normally, Becker County Transit must provide for full and open competition when soliciting bids or proposals. Federal regulations at 2 C.F.R. 200.320(f)(1) – (4), however, acknowledges that under certain circumstances, a recipient may conduct procurements without providing for full and open competition.

##### **5.4.1. When Appropriate**

Noncompetitive procurement procedures may only be used when the procurement is inappropriate for small purchase procedures, sealed bids, or competitive proposals, and at least one of the following circumstances are present:

##### **5.4.1.1. Competition Adequacy**

After soliciting several sources and receiving an inadequate response, Becker County Transit shall review its specifications to determine if they are unduly restrictive or if changes can be made to encourage submission of more price quotes, bids or proposals. If Becker County Transit determines that the specifications are not unduly restrictive and changes cannot be made to encourage greater competition, Becker County Transit may determine the original competition adequate and complete the purchase from among the sources that submitted a price quote, bid or proposal. A cost analysis must be performed in lieu of a price analysis when this situation occurs. FTA C. 4220.1F, Chapter IV(3)(i)(1)(a).

##### **5.4.1.2. Sole Source**

When Becker County Transit requires products or services available from only one responsible source, and no other products or services will satisfy its requirements, Becker County Transit may make a sole source award. In addition, when Becker County Transit requires an existing contractor to make a change to its contract that is beyond the scope of that contract, Becker County Transit will consider the change a sole source award that must be justified. Sole source awards are only appropriate when one of the following conditions apply:

- (a) Unique Capability or Availability – The products or services are available from only one source if one of the conditions described below is present:
  - (1) Unique or Innovative Concept – The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept

confidential or are patented or copyrighted, and is available to Becker County Transit only from one source and has not in the past been available to Becker County Transit from another source.

- (2) Patents or Restricted Data Rights – Patent or data rights restrictions preclude competition.
- (3) Substantial Duplication Costs – In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
- (4) Unacceptable Delay – In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling Becker County Transit's needs.

FTA C. 4220.1F, Chapter IV(3)(i)(1)(b)(1).

- (b) Single Bid or Proposal – Upon receiving a single bid or proposal in response to a solicitation, Becker County Transit should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.

- (1) Adequate Competition – Competition is adequate when the reasons for a single response were caused by conditions beyond Becker County Transit's control.
- (2) Inadequate Competition – Competition is inadequate when the reasons for a single response were caused by conditions within Becker County Transit's control.

FTA C. 4220.1F, Chapter IV(3)(i)(1)(b)(2).

- (c) Unusual and Compelling Urgency – Becker County Transit may limit the number of sources from which it solicits bids or proposals when Becker County Transit has such an unusual and urgent need for the products or services that Becker County Transit would be seriously injured unless it were permitted to limit the solicitation. Becker County Transit may also limit the solicitation when the public exigency or emergency will not permit a delay resulting from competitive solicitation for the products or services. FTA C. 4220.1F, Chapter IV(3)(i)(1)(c).

- (d) Authorized by MnDOT – Becker County Transit may request permission from MnDOT to allow it to use noncompetitive proposals for a particular procurement. FTA C. 4220.1F, Chapter IV(3)(i)(1)(e).

- (e) When Prohibited – Less than full and open competition is not justified based on:
  - (1) Failure to Plan – Becker County Transit's lack of advance planning, resulting in limited competition, is not justification for a sole source or single bid award.
  - (2) Limited Availability of Federal Assistance – Concerns about the amount of Federal assistance available to support the procurement.

FTA C. 4220.1F, Chapter IV(3)(i)(2).

- (f) Procurement Procedures – The following requirements apply when Becker County Transit completes a procurement utilizing less than full and open competition:

- (1) Potential Sources – Becker County Transit must solicit offers from as many potential sources as is practicable under the circumstances.
- (2) Sole Source Justification – Becker County Transit must justify all sole source procurements in writing. Sole source procurement justifications must describe the reasons for why a sole source procurement is appropriate, state which of the authorized justifications listed in Section 5.6.1.2 are applicable, include a cost analysis and be signed by the Procurement Officer. If Becker County Transit decides to solicit an offer from only one source, Becker County Transit must justify its decision in writing. The written justification must include the same elements as a sole source justification except that it must state which of the authorized justifications listed in Section 5.6.1.2 are applicable to the sole source purchase.
- (3) Cost Analysis – Becker County Transit must prepare or obtain a cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of the costs and profits. A price analysis shall not be adequate to justify a sole source purchase.

FTA C. 4220.1F, Chapter IV(3)(i)(3).

- (g) Exception for Procurement Activities Using Non-FTA Funds – When it is determined by the Procurement Coordinator or appropriate Director to be in the best interest of Becker County Transit, noncompetitive procurement procedures may be utilized to acquire professional or other transportation-related services that do not involve the use of FTA or State financial assistance. Any such determination must be requested and authorized in writing by MnDOT.

## **5.5. Evaluation Requirements**

The following standards shall apply to all evaluations of bids or proposals conducted by Becker County Transit.

### **5.5.1. General**

When evaluating bids or proposals received in response to a solicitation, Becker County Transit shall consider all evaluation factors specified in the solicitation documents and shall evaluate the bids or offers proposals only on the evaluation factors included in those solicitation documents. Becker County Transit may not modify its evaluation factors after bids or proposals have been received without re-opening the solicitation. FTA C. 4220.1F, Chapter IV(7).

### **5.5.2. Options**

The following standards shall apply when awarding contracts that include options:

#### **5.5.2.1. Evaluation Required**

In general, Becker County Transit must evaluate bids or offers for any option quantities or periods contained in a solicitation if it intends to exercise those options after the contract is awarded. For formal procurements, the use of a team to conduct the evaluation will be used.

**5.5.2.2. Evaluation Not Required**

Becker County Transit need not evaluate bids or offers for any option quantities when Becker County Transit does not intend to exercise those options after the contract is awarded or if it determines that evaluation would not otherwise be in its best interests.

FTA C. 4220.1F, Chapter IV(7)(b).

**5.6. Contract Award Requirements**

The following standards shall apply to all contract award decisions made by Becker County Transit:

**5.6.1. Award to Other Than the Lowest Bidder or Offeror**

Becker County Transit may award a contract to other than the lowest bidder if the award furthers an objective consistent with the purposes of 49 U.S.C. Chapter 53, including improved long-term operating efficiency and lower long-term costs. Becker County Transit may also award a contract to other than the offeror whose price proposal is lowest, when stated in the evaluation factors of the solicitation. In both cases, Becker County Transit must include a statement in its solicitation document reserving the right to award the contract to other than the low bidder or offeror. FTA C. 4220.1F, Chapter IV(8)(a).

**5.6.1.1. Award Only to a Responsible Bidder or Offeror**

Becker County Transit may only award contracts to responsible contractors possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract and who demonstrate that its proposed subcontractors also qualify as responsible. Becker County Transit must consider such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources when making a determination of contractor responsibility. Becker County Transit must also ensure that the contractor is not listed as a debarred or suspended contractor on the System for Award Management (SAM), which is maintained by the General Services Administration (GSA), at the time of contract award. Entities that are listed as debarred or suspended contractors on SAM may not be determined to be responsible contractors by Becker County Transit. For every procurement action above the micro-purchase level, Becker County Transit must make a written determination of the responsibility of the contractor and include such determination in the applicable contract file (See Section 3.6).

To designate a prospective contractor “responsible” as required by 49 U.S.C. § 5325, Becker County Transit, at a minimum, must determine and ensure that the prospective contractor satisfies the criteria of Integrity and Ethics, Debarment and Suspension, Affirmative Action and DBE, Public Policy, Administrative and Technical Capacity, Licensing and Taxes, Financial Resources, Production Capability, Timeliness, and Performance Record. FTA C. 4220.1F, Chapter IV(8)(b).

**5.6.1.2. Rejection of Bids and Proposals**

Becker County Transit may reject all bids or proposals submitted in response to an Invitation for Bids or Request for Proposals. Becker County Transit must include a statement in its solicitation document reserving the right to reject all bids or proposals.

- (a) Extent and Limits of Contract Award – The selection of a contractor to participate in one aspect of a project does not, by itself, constitute a sole source selection of the contractor’s wholly owned affiliates to perform other work in connection with the project.

FTA C. 4220.1F, Chapter IV(8)(c).

### **5.6.2. Affirmative Action and DBE**

Is in compliance with the Common Grant Rules' affirmative action and FTA's Disadvantaged Business Enterprise requirements, including completing an ICE and Scope of Work for any federally or state funded projects over \$5,000. 2 C.F.R. 200.321.

## **5.7. Independent Cost Estimate and Cost and Price Analysis**

### **5.7.1. Independent Cost Estimate**

For every solicitation above the micro-purchase threshold, Becker County Transit shall make a written independent estimate of cost prior to receiving price quotes, bids or proposals. FTA C. 4220.1F, Best Practices 4.6.1.

### **5.7.2. Cost or Price Analysis**

Becker County Transit shall perform a cost or price analysis in connection with every procurement over \$250,000, and ensure a Cost Analysis for all sole source and contract modifications. 2 C.F.R. 200.324(a); FTA C. 4220.1F, Chapter IV(6).

#### **5.7.2.1. Price Analysis**

If Becker County Transit determines that competition was adequate, a written price analysis, rather than a cost analysis, is required to determine the reasonableness of the proposed contract price. 2 C.F.R. 200.324(a); FTA C. 4220.1F, Chapter IV(6).

#### **5.7.2.2. Cost Analysis**

Becker County Transit must perform or obtain a cost analysis when:

- (a) A price analysis will not provide sufficient information to determine the reasonableness of the contract cost.
- (b) When the offeror submits elements of the estimated cost.
- (c) When only a sole source is available, even if the procurement is a contract modification.
- (d) In the event of a change order.

2 C.F.R. 200.324(a); FTA C. 4220.1F, Chapter IV(6)(a).

## **6. CONTRACT ADMINISTRATION REQUIREMENTS AND CONSIDERATIONS**

### **6.1. Becker County Transit Staff Responsibilities**

Prior to execution of third party contracts, Becker County Transit shall designate a Project Manager to serve as Becker County Transit's principal contact with the contractor and as the primary administrator of the contract. The designated Project Manager for each contract shall have responsibility for directing and overseeing the work performed by the contractor; reviewing and approving deliverables and invoices from the contractor; determining percentage of contract completion for progress payments (if applicable); making recommendations on the exercise of contract options (if applicable); recommending

contract changes; preparing justifications for contract changes; performing independent cost estimates and cost or price analyses for contract changes; making recommendations on approval or rejection of subcontractors; assisting with the resolution of contract disputes; making recommendations on contract termination or other contractor disciplinary actions; maintaining complete contract files; and other contract administration duties that may be necessary.

## **6.2. Administrative Restrictions on the Acquisition of Property and Services**

The following Federal laws and regulations impose administrative requirements, many of which will affect specific third-party procurements.

### **6.2.1. Legal Eligibility**

The property or services acquired must be eligible for support under the scope or restrictions accompanying the Federal statute or State laws authorizing the Federal and/or State assistance to be used. FTA C. 4220.1F, Chapter IV(1)(a).

### **6.2.2. Period of Performance**

Becker County Transit will use sound business judgment and be judicious in establishing and extending a contract's period of performance. FTA C. 4220.1F, Chapter IV(b)(3).

#### **6.2.2.1. General Standards**

The period of performance generally should not exceed the time necessary to accomplish the purpose of the contract. Becker County Transit will also consider competition, pricing, fairness, and public perception. Becker County Transit's procurement files will document its rationale for determining the performance period designated for each contract. FTA C. 4220.1F, Chapter IV(b)(3)(a).

#### **6.2.2.2. Time Extensions**

Consistent with the general tone of FTA Circular 4220.1F, contract time extensions shall be considered in light of whether they are permissible changes or impermissible cardinal changes. Once Becker County Transit awards a third-party contract, an extension of the contract term length that amounts to a cardinal change will require a sole source justification. FTA C. 4220.1F, Chapter IV(b)(3)(c).

#### **6.2.2.3. Authority to Extend**

The Transit Director has the sole authority to approve and execute contract modifications. The Procurement Officer for the contract shall recommend all contract time; prior to making a recommendation for a contract time extension. The Procurement Officer shall prepare a written justification and cost analysis for the contract time extension and shall negotiate the appropriate contract modification with the contractor.

## **6.3. Federal Cost Principles**

Federal rules require project costs to conform to applicable Federal cost principles for allowable costs. In general, costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal or State law or regulation, and must comply with Federal cost principles applicable to the recipient. FTA C. 4220.1F, Chapter IV(b)(4).

OMB guidance for grants and agreements, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR § 200, applies to project costs incurred Becker County Transit.

#### **6.4. Payment Provisions**

Becker County Transit will follow the provisions of this section when using Federal or State funds to support its third party contracts. FTA C. 4220.1F, Chapter IV(b)(5).

##### **6.4.1. Financial Support for the Project**

Costs may only be incurred by Becker County Transit if MnDOT or FTA has awarded a financial assistance contract to Becker County Transit.

###### **6.4.1.1. Progress Payments**

Progress payments are payments for contract work that has not been completed. Becker County Transit may use MnDOT assistance to support progress payments provided the recipient obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested. FTA C. 4220.1F, Chapter IV(b)(5)(c).

###### **6.4.1.2. Adequate Security for Progress Payments**

Adequate security for progress payments may include taking title or obtaining a letter of credit or taking equivalent measures to protect the recipient’s financial interest in the progress payment. Adequate security should reflect the practical realities of different procurement scenarios and factual circumstances. Becker County Transit should always consider the costs associated with providing security (for example, the recipient may need to acquire bonds or letters of credit in the commercial marketplace) and the impact of those costs on the contract price, as well as the consequences of incomplete performance. FTA C. 4220.1F, Chapter IV(b)(5)(c)(1).

###### **6.4.1.3. Adequate Documentation**

Sufficient documentation is required to demonstrate completion of the amount of work for which progress payments are made. FTA C. 4220.1F, Chapter IV(b)(5)(c)(2).

###### **6.4.1.4. Percentage of Completion Method**

Federal rules require that any progress payments for construction contracts be made on a percentage of completion method described therein. Becker County Transit, however, may not make progress payments for other than construction contracts based on this percentage method. FTA C. 4220.1F, Chapter IV(b)(5)(c)(3).

#### **6.5. Protections Against Performance Difficulties**

Becker County Transit shall include provisions in its third-party contracts that will reduce potential problems that might occur during contract performance, as follows:

##### **6.5.1. Changes**

Becker County Transit shall include provisions that address changes and changed conditions in all third-party contracts except for routine supply contracts. FTA C. 4220.1F, Chapter IV(b)(6)(a).

## **6.5.2. Remedies**

Becker County Transit shall include provisions that address remedies in its third-party contracts. Provisions related to remedies may include provisions for:

### **6.5.2.1. Liquidated Damages**

Becker County Transit may use liquidated damages if Becker County Transit reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. Rate and measurement standards must be calculated to reasonably reflect Becker County Transit's costs should the standards not be met and must be specified in the solicitation and contract. The assessment for damages may be established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. The contract file must include a record of the calculation and rationale for the amount of damages established. Any liquidated damages recovered must be credited to the transit system account. FTA C. 4220.1F, Chapter IV(b)(6)(b)(1).

### **6.5.2.2. Violation or Breach**

Third party contracts exceeding \$250,000 must include administrative, contractual, or legal remedies for violations or breach of the contract by the third-party contractor. FTA C. 4220.1F, Chapter IV(b)(6)(b)(2).

### **6.5.2.3. Suspension of Work**

Becker County Transit may include provisions pertaining to suspension of work in its third-party contracts. FTA C. 4220.1F, Chapter IV(b)(6)(b)(3).

### **6.5.2.4. Termination**

Termination for cause and termination for convenience provisions must be included in third party contracts exceeding \$10,000. FTA C. 4220.1F, Chapter IV(b)(6)(b)(4).

## **6.6. Contents of Complete Contract Files**

The following documents shall comprise the contents of a complete contract file for procurements above the micro-purchase level:

### **6.6.1. Written Record of Procurement History**

Becker County Transit shall maintain written records detailing the history of the procurement, including records relating to:

#### **6.6.1.1. Procurement Method**

Becker County Transit must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive. FTA C. 4220.1F, Chapter III(3)(d)(1)(a).

#### **6.6.1.2. Contract Type**

Becker County Transit must state the reasons for selecting the contract type it used. FTA C. 4220.1F, Chapter III(3)(d)(1)(b).



**6.6.1.3. Contractor Selection**

Becker County Transit must state its reasons for contractor selection or rejection, including written justification and evaluation documents. FTA C. 4220.1F, Chapter III(3)(d)(1)(c).

**6.6.1.4. Contractor Responsibility**

Becker County Transit must provide a written determination of responsibility for the successful contractor. FTA C. 4220.1F, Chapter III(3)(d)(1)(c).

**6.6.1.5. Cost or Price**

Becker County Transit must evaluate and state its justification for the contract cost or price, including the independent cost estimate and cost or price analysis. FTA C. 4220.1F, Chapter III(3)(d)(1)(d).

**6.6.1.6. Reasonable Documentation**

Becker County Transit must retain documentation commensurate with the size and complexity of the procurement, including documents related to solicitation, receipt, and evaluation of offers, and contract award, negotiation and execution. FTA C. 4220.1F, Chapter III(3)(d)(1)(e).

**6.7. Contract Administration and Close-Out Documents**

Becker County Transit shall maintain written records detailing the performance and close-out of the contract, including records relating to:

**6.7.1. Contract Deliverables**

Becker County Transit must maintain copies of all contract deliverables and records relating to approval, rejection and requested modifications of contract deliverables. FTA C. 4220.1F, Chapter III(3)(d).

**6.7.2. Contract Changes**

Becker County Transit must maintain copies of all contract modifications, including documentation related to the determination of need, written justification and rationale, cost analysis, negotiation, and execution. FTA C. 4220.1F, Chapter III(3)(d).

**6.7.3. Contract Payments**

Becker County Transit must retain documentation of invoices, approval of payments, requests for modifications to invoices, determination of percentage of contract completion for partial payments (if applicable), and ownership of title to partial work products. FTA C. 4220.1F, Chapter III(3)(d).

**6.7.4. Contract Close-Out**

Becker County Transit must retain documentation related to contractor performance and evaluation, approval of final deliverables and payments, transfer of title to complete work products to Becker County Transit, and contract audit and final reconciliation. FTA C. 4220.1F, Chapter III(3)(d).

**6.8. Protest Procedures**

See 2 C.F.R. 200.318(k); FTA C. 4220.1F, Best Practices 4.9.

### **6.8.1. Statement of Policy**

Becker County Transit is responsible for resolving all contractual and administrative issues, including protests of evaluations and contract awards, arising out of its third-party procurements using good administrative practices and sound business judgment. FTA C. 4220.1F, Chapter VII.

In general, MnDOT will not substitute its judgment for that of Becker County Transit unless the matter is primarily a federal concern. Nevertheless, MnDOT and FTA can become involved in Becker County Transit's administrative decisions when a Becker County Transit protest decision is appealed to MnDOT.

Becker County Transit's procedure for addressing third party procurement protests is described in Paragraph 6.9.2 below. Becker County Transit shall insert its protest procedure in all solicitation documents for products and services having an estimated value of \$100,000 or greater.

### **6.8.2. Becker County Transit Staff Responsibilities**

The following staff responsibilities shall be assigned in all protests:

- Procurement Officer – Responsibilities include: ensuring that the Becker County Transit Protest Procedure is included in all solicitation documents; and providing information to and assisting the legal counsel with the resolution of protests.
- Transit Director and Governing Board – Responsibilities include reviewing all procurement protests; and advising and assisting the Subrecipient as needed with the resolution of all procurement protests.

FTA C. 4220.1F, Chapter VII(1)(a).

### **6.8.3. Solicitation Provision**

Becker County Transit shall insert the following provision in all solicitation documents:

#### **6.8.3.1. Pre-Proposal Protests**

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Procurement Officer as specified below not later than ten (10) business days prior to the deadline for submission of bids/proposals.

The Procurement Officer may, within his or her discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the Procurement Officer as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the Procurement Officer shall be the final agency decision on the matter but shall be subject to judicial review as set forth by FTA below.

#### **6.8.3.2. Pre-Award Protests**

With respect to protests made after the deadline for submission of bids/proposals but before contract award by Becker County Transit, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process, Becker County Transit's failure to have or follow its protest procedures or its failure to

review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Procurement Officer as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by Becker County Transit.

The Procurement Officer may, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that Becker County Transit shall announce the contract award.

The decision by the Procurement Officer shall be the final agency decision on the matter but shall be subject to judicial review as set forth or review by MnDOT as specified below.

#### **6.8.4. Requirements for Protests**

All protests must be submitted to Becker County Transit in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor, and be signed by the Protestor. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by Becker County Transit.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Procurement Officer at the address shown in the solicitation documents.

#### **6.8.5. Protest Response**

The Procurement Officer shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, Becker County Transit will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official Becker County Transit response to the protest and Becker County Transit will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

#### **6.8.6. Review of Protests by MnDOT**

All protests or complaints involving contracts financed with state or Federal assistance shall be disclosed to MnDOT and will keep FTA informed about the status of any such protest or complaint. Becker County Transit shall disclose all information about any third-party procurement protest to MnDOT upon request. Protesters shall exhaust all administrative remedies with Becker County Transit prior to pursuing protests with MnDOT. MnDOT limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation. Appeals to MnDOT must be received within five (5) working days of the date the Protester has received actual or constructive notice of

Becker County Transit final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to MnDOT.

**BECKER COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION 03-24-1G**

**Approval of Becker County Transit Procurement Policy**

**WHEREAS**, The procurement policy establishes guidelines and minimum standards that are in line with the Federal Transit Administration (FTA) and the Minnesota Department of Transportation's procurement requirements; and

**WHEREAS**, Becker County Transit will use these guidelines and standards in the management of its third-party contracts; and

**NOW THEREFORE BE IT RESOLVED.** That the Board of County Commissioners of Becker County, Minnesota, approves the Becker County Transit Procurement Policy.

Duly adopted this 5th day of March 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS  
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith  
Carrie Smith  
Interim County Administrator

/s/ John Okeson  
John Okeson  
Board Chair

State of Minnesota )  
                                  ) ss  
County of Becker )

I, the undersigned being the duly appointed and qualified Interim 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 March 5th, 2024, as recorded in the record of proceedings.

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

**BECKER COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION 03-24-1F**

**Hire Two Part-Time Transit Bus Drivers**

**WHEREAS**, there is a need to hire two part-time Transit Bus Drivers. One driver position at .6 FTE due to an increase in ridership and one driver position at .45 FTE to replace a driver changing from a .45 FTE to a variable driver position; and

**NOW THEREFORE BE IT RESOLVED.** That the Board of County Commissioners of Becker County, Minnesota, approves the hiring of two part-time Transit Drivers.

Duly adopted this 5th day of March 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS  
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith  
\_\_\_\_\_  
Carrie Smith  
Interim County Administrator

/s/ John Okeson  
\_\_\_\_\_  
John Okeson  
Board Chair

State of Minnesota )  
                                  ) ss  
County of Becker )

I, the undersigned being the duly appointed and qualified Interim 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 March 5th, 2024, as recorded in the record of proceedings.

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

Date: 03/05/2024

To: Becker County Commissioners

From: Kevin Johnson Transit Supervisor

RE: Personnel Request

**Action Request:** Request to pass **Resolution 03-24-F:** to approve and to fill two part-time Transit Bus Drivers positions. One driver position at .6 FTE due to an increase in ridership and one driver position at .45 FTE to replace a driver changing from a .45 FTE to a variable driver position.

### Cost Analysis: Part-time .45 FTE

	2024 Cost to fill	Current Costs	2024 Budget	2025 Costs
Salary	\$15926	\$2896	\$18822	TBD
PERA	\$1195	\$217	\$1412	TBD
Health	\$0.0	\$0.0	\$0.0	TBD
FICA	\$1218	\$222	\$1440	TBD
Severance	\$0.0	\$0.0	\$0.0	TBD
<b>Total</b>	<b>\$18339</b>	<b>\$3335</b>	<b>\$21674</b>	TBD

**Justification:** Replace Bus Driver that is reducing from a .45 FTE to a variable position.

**Cost explanation:** The .45 FTE position is budgeted for 2024. The variable driver will be utilized to cover routes due to absences, personal time off, vacations, and medical leaves.

**Options:** Not filling this position will lead to reduced service, reduced funding and will be detrimental to Transit's day-to-day operations.

## Cost Analysis: Part-time .6 FTE

	2024 Cost to fill	Current Costs	2024 Budget	2025 Costs
Salary	\$25096	\$0.0	\$18822	TBD
PERA	\$1882	\$0.0	\$1412	TBD
Health	\$0.0	\$0.0	\$0.0	TBD
FICA	\$1920	\$0.0	\$1440	TBD
Severance	\$0.0	\$0.0	\$0.0	TBD
<b>Total</b>	<b>\$28898</b>	<b>\$0.0</b>	<b>\$28898</b>	<b>TBD</b>

### Justification:

- Reduce overtime.
- Increase passenger safety.
- Improve customer care with better on-time performance.
- Allow Transit Supervisor to reduce hours driving a bus to help dispatchers answer calls and schedule rides.

**Cost explanation:** This position is funded at .45 FTE in the county budget. The .15 FTE cost for this position will be funded from Transit’s operating reserve.

**Options:** Maintain current staffing levels. By doing so we will negatively impact rider safety, our level of customer care on the bus and by the dispatchers and reduce efficiency during our high demand periods.