



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, September 5, 2023 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 350 544 415#

- 8:15 Call the Board Meeting to Order: Board Chair Nelson
1. Pledge of Allegiance
- 8:20 Regular Business
1. Agenda Confirmation 3
 2. Minutes of August 15, 2023 5
- 8:25 Consent Agenda - The Consent Agenda (also known by Roberts Rules of Order as a "consent calendar") groups routine meeting discussion points and normal business decisions into a single agenda item. In so doing, the grouped items can be approved in one action, rather than through the filing of multiple motions. For both Consent and Regular Agenda items, the same legal, financial, and policy evaluations are conducted and reported to the County Board. Any County Commissioner can request an item be removed from the Consent Agenda and presented individually for consideration by the County Board.
1. Regular claims, auditor warrants, and claims over 90 days 9
 2. Claims Human Services, Public Health & Transit
 3. Assessor - Abatement for a travel trailer that had a current license plate 11
 4. Resolution 09-23-1A - Victim Services Grant Award 12
 5. Resolution 09-23-1D - MDVA Operational Grant acceptance 19
- 8:35 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
 - a) Recreational Advisory Committee - At Large Member 20
- 9:00 County Administrator
1. Report
 2. Budget 2024 Review 22
- 9:20 Auditor-Treasurer
1. License List
 2. June 2023 Cash Comparison, Sales Tax and Investment Summary 23
 3. Resolution 09-23-1C - Repurchase Parcel 32.0259.004 26
- 9:25 Human Resources
1. Class & Comp Study Review
 2. Vacation Accrual 27

- 9:45 Maintenance
1. Becker County Courthouse - Flush and Fill & Strainers Proposal 29
- 9:50 Break
- 10:00 Land Use/Environmental Services
1. NRM
 - a) Approve Fall Timber Sale Tracts 38
 - b) Capital Exenditure Request - Purchase 1/2 Ton Pickup Truck 42
 - c) Capital Expenditure Request - Bike Path Asphalt Overlay 44
 2. Environmental Services
 - a) Resolution 09-23-1E - Market Price for SWM Tax 47
 - b) Review and award Demolition Cell Construction Bid 50
 - c) Solid Waste Assessment Review
 - d) Capital Purchase Request - Motorola Radios 64
 - e) Quote to Sandblast & Paint Used LP Tank 72
 - f) Annual Wood Grinding Request 73
- 10:20 Highway
1. Accept Low Quote - Wetland Delineation Work CSAH 7 & CSAH 16 75
 2. Request to dispose via online auction - Tandem Plow Truck and Pup Trailer 79
 3. Final Payment Acceptance - 003-637-021 - Resolution 09-23-1F 80
 4. Final Payment Acceptance - 003-639-017 - Resolution 09-23-1G 83
- 10:30 Sheriff
1. Verizon Cradlepoint 86
 2. Squad purchase request 94
 3. Halloween Event - Old Jail
- 10:40 Planning & Zoning
1. Planning Commission Recommendations of 08/30/2023
 - a) Change of zone from Agricultural or Residential 105
 - b) Conditional Use Permit to operate a Commercial Building with Retail Sales and Service
- 10:50 Closed Meeting - IT Infrastructure
1. Motion to close the meeting pursuant to Minn. Stat. Section 13D.05 Subd. 3(d) 138
- Adjourn
- Open Work Session - Policy Discussion



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BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, August 15, 2023, at 8:15 am

LOCATION: Board Room, Courthouse

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

Agenda/Minutes:

1. Agenda Confirmation – Motion and second to approve agenda with the addition of a purchase request to the Sheriff’s agenda items (Jepson, Meyer) carried.
2. Minutes – Moved and second to approve minutes of August 1, 2023, with the requested changes (Okeson, Jepson) carried.

Commissioners:

1. Open Forum:
 - None
2. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Jepson – Opioid Settlement, Human Services, AMC 201 Conference.
 - Commissioner Meyer – AMC 201 Conference, Human Services, RAC, Heartland Trail, Fair Board.
 - Commissioner Nelson – Sheriff, Finance.
 - Commissioner Okeson – RAC, Heartland Trail, Sheriff.
3. Appointments:
 - Recreational Advisory Committee – At Large position is advertised, and candidates will be presented at the September 5 meeting.
 - Motion and second to appoint Keith Zacharison in place of Abby Anderson to the Recreational Advisory Committee (District 5) (Nelson, Okeson) carried.

County Administrator: presented by Pat Oman.

1. Report
 - Statewide Affordable Housing Information.
 - PRWD meeting tomorrow morning.

- Motion and second to allow the Historical Society to use the transit building as a haunted house (Meyer, Jepson) carried.
 - CPR Training – 1 day safety training discussion.
 - County Legislative Platform discussion.
2. Motion and second to approve the Safe Assure Agreement in the amount of \$13,466.50 (Okeson, Jepson) carried.
 3. Northwest Regional Safety Day – September 20.
 4. Presidential NACo Appointment of Commissioner Okeson to the Transportation Steering Committee (Highway/Highway Safety Subcommittee).
 - Motion and second to authorize expenses for NACo travel to include mileage, airfare, hotel and per diem costs (Meyer, Jepson) carried.
 5. Capital Improvement Plan – Department Heads work on 5-year plan. Work session in the fall.
 6. Consent Agenda – request clarification if resolutions are included on the consent agenda. Request information on Liquor or Tobacco licenses from the Department of Alcohol & Tobacco.
 7. Committee of the Whole
 - Work sessions are available at the end of each board meeting.
 - Department Head work sessions a couple times a year.
 8. Budget 2024 update.

Finance Committee: presented by Mary Hendrickson.

Regular Claims, Auditor Warrants, and Over 90 Days:

08/02/2023 in the amount of	\$	29,439.26
08/08/2023 in the amount of	\$	38,360.05
Total of	\$	67,799.31

Over 90 Days:

Allen Precision Equipment dated 04/27/23 in the amount of \$27.90, invoice just received. Force America dated 01/2023 & 05/2023 in the amount of \$290.88, credit on acct, held for invoices. Goodpoint Technology Inc dated 11/30/2022 in the amount of \$3,835.00, lost invoice. MnCCC dated 03/14/2023 in the amount of \$17,589.48, invoice sent to the wrong department. MCIT dated 3/31/2023 in the amount of \$2,500.00, invoice just turned in.

Total of \$24,243.26

Motion and second to approve payment of regular claims, auditor warrants, and claims over 90 days (Okeson, Jepson) carried.

Auditor-Treasurer: presented by Mary Hendrickson.

1. Motion and second to approve Resolution 08-23-2B – Marshmallow Animal Shelter Raffle on September 23, 2023, at Pit 611 in Lake Eunice Twp (Okeson, Meyer) carried.

Human Services: presented by Christy Ramsey.

1. Motion and second to approve 2022-2024 DHS Mobile Crisis FMAP Allocation Contract Amendment in the amount of \$146,557 (Jepson, Meyer) carried.
2. Motion and second to approve payment of claims for Human Services, Public Health, and Transit (Okeson, Jepson) carried.

Land Use/Environmental Services: presented by Steve Skoog and Brian Rubenstein.

1. Motion and second to approve Resolution 08-23-2A – ICWC Contract (Okeson, Vareberg) carried.
2. Motion and second to approve Resolution 08-23-2C – 2023 STS Contract (Jepson, Okeson) carried.
3. Motion and second to approve Capital Purchase Request – Electric Pallet Jack from Big Joe in the amount of \$5,685 plus tax (Okeson, Vareberg) carried.

Public Meeting – Cannabis Ordinance

1. Motion and second to open the Public Meeting (Okeson, Jepson) carried.
2. Motion and second to close public comment at 10:03 am (Jepson, Meyer) carried.
3. Motion and second to pass Ordinance 21 – Ordinance regulating the use of cannabis and cannabis derived products in public places - as presented (Meyer, Jepson) carried.

Sheriff: presented by Todd Glander.

1. Motion and second to approve Grant Funded Purchase Request – 5 TV Enclosures from TV Armor in the amount of \$4,382.12 (Okeson, Meyer) carried.
2. Motion and second to approve Resolution 08-23-2D – Federal Equipment Grant to purchase a Sea Born LX22 Patrol Boat. \$20,000 allocated from the County, with additional funds received from the sale of the old boat if approved (Okeson, Jepson) carried.
3. Motion and second to amend the Code 4 purchase to add equipment to one of the 2023 Tahoes up to \$7,500 (Okeson, Nelson) carried.

Motion and second to close the meeting at 10:15 am pursuant to Minn. Stat. 13D.03 Subd. 1(b) based on Labor Negotiation Strategy (Okeson, Meyer) carried.

Motion and second to come out of closed session at 11:28 am (Okeson, Jepson) carried.

Being no further business, Chair Nelson adjourned the meeting at 11:29 am.

/s/

Pat Oman
County Administrator

/s/

Barry Nelson
Board Chair

DRAFT



BECKER COUNTY BOARD OF COMMISSIONERS
Finance Committee Meeting
Date: Friday, September 1, 2023 at 8:30 AM

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

Administrator

1. Becker SWCD - 2024 Proposed Budget
2. Budget 2024 Review

Auditor-Treasurer

1. Claims
2. Claims Human Services, Public Health & Transit
3. CLA 2022 Audit Exit Report
4. June 2023 Cash Comparison, Sales Tax and Investment Summary
5. Resolution 09-23-1C - Repurchase Parcel 32.0259.004

Attorney

1. Resolution 09-23-1A - Victim Services Grant Award

Maintenance

1. Becker County Courthouse - Flush and Fill & Strainers Proposal

Assessor

1. Abatement

Veterans Services

1. Resolution 09-23-1D - MDVA Operational Grant Acceptance

Human Resources

1. Class & Comp Study Review

Land Use/Environmental Services

1. NRM
 - a) Recreational and Lakeshore Lease Rates
2. Environmental Services
 - a) Resolution 09-23-1E Market Price for SWM Tax
 - b) Review and award Demolition Cell Construction Bid
 - c) Solid Waste Assessment Review

Highway

1. Accept Low Quote - Wetland Delineation Work CSAH 7 & CSAH 16
2. Request to dispose via online auction - Tandem Plow Truck and Pup Trailer
3. Final Payment Acceptance - 003-637-021 - Resolution 09-23-1F
4. Final Payment Acceptance - 003-639-017 - Resolution 09-23-1G

Sheriff

1. HPUE Proposal
 2. Partial Squad purchase request
- Adjourn

**Abatements
9/5/2023**

<u>Tag</u>	<u>PIN</u>	<u>Tax District</u>	<u>Request for Abatement</u>	<u>Amount</u> <u>to Abate/Add</u>	<u>Assessor</u> <u>Approve</u>	<u>Auditor</u> <u>Approve</u>	<u>Co Board</u> <u>Decision</u>	<u>Original</u>	<u>Revised</u>	<u>Diff</u>	<u>Date</u> <u>Mailed</u>	<u>On</u> <u>Web</u>
1902	19.8015.000	Lake View Twp	Current License Plate	-\$170.00								
				-\$170.00								



Alcohol
and Gambling
Enforcement

Bureau of
Criminal
Apprehension

Driver
and Vehicle
Services

Emergency
Communication
Networks

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Pipeline Safety

Office of
Traffic Safety

State Fire
Marshal

Office of Justice Programs

445 Minnesota Street • Suite 2300 • Saint Paul, Minnesota 55101-1515

Phone: 651.201.7300 • Fax: 651.296.5787 • TTY: 651.205.4827 • Toll Free 1.888.622.8799

www.ojp.dps.mn.gov

Date: August 7, 2023

To: Amanda Jimenez
Becker County Attorney's Office

From: Cecilia Miller, Grants Director

Re: Application for FY24 Crime Victim Services Funding

I am pleased to inform you that your application submitted for a FY24 Crime Victim Services grant has been selected for funding in the amount of **\$70,000**, allocated by program type as follows:

- \$70,000 for prosecutor based crime victim services in Becker County.

Please contact your grant manager, Megan Reetz, at megan.reetz@state.mn.us, if you wish to suggest modification to the program type(s) and/or service area(s) information above that will ultimately be included in your grant agreement. The total grant amount cannot be changed but modifications to the funding breakdowns can be considered.

Funding Source Allocations

The funding amount you have been awarded will include:

- **\$0** in State funding.
- **\$70,000** in Federal funding from the following formula award to the Minnesota Office of Justice Programs:

Victims of Crime Act (VOCA), CFDA# 16.575

US Department of Justice, Office of Justice Programs, Office for Victims of Crime

Award #: 15POVC-23 _____ (VOCA 23)

Award dates: 10/1/22 – 9/30/26 (estimated September 2023)

Award amount: \$22,954,5252

Revisions Required

Your application will be moved to the status of “application modifications required” in e-grants by your grant manager within the next week or two. At that time, you will also receive communication from your grant manager about all specific modifications needed to your application.

In the meantime, you can start addressing these four areas outside of e-grants in preparation for when the status of your application moves to “application modifications required” and you are given access to make all modifications to your application in e-grants for resubmission:

1. Consider how you will revise your budget in accordance with the specific federal/state funding allocations listed above using the [Budget Allocation Guide](#) for allowable federal/state expenses. Your grant manager may have additional and specific guidance about the type of revisions you need to include in this process (e.g., expenses found unallowable in review or incorrect application of indirect costs), but you can start thinking about how you might allocate your federal/state funding allocations so you are ready to address them in e-grants when that time comes.
2. Review the updated [Terms and Conditions – Updated July 1, 2023](#) (Section 15. Termination has been updated) so you can agree to them on the *Terms and Conditions – Updated July 1, 2023*, form in e-grants when given access.
3. Review the [VOCA 22 Grant Program Guidelines](#) so you can agree to them in e-grants on the *Grant Program Guidelines* form when given access. Please know that you will be required to agree to the VOCA 23 Grant Program Guidelines as soon as that federal formula award is received by OJP (likely in September) and prior to receiving reimbursements.

As a VOCA grantee you will also be required to address the two additional VOCA upload requirements on the *Grant Program Guidelines* form that you can prepare ahead of time: 1) Job descriptions for all positions being paid partially or fully with VOCA funds, and 2) Victim service volunteer job descriptions (or the [Volunteer Waiver Request Form](#)).

4. If you applied for program types that were not funded, you need to uncheck them on the *Program Standards* form when given access.

IMPORTANT: Please prepare to address these four areas in addition to any other modifications required by your grant manager immediately upon your application moving to the status of “application modifications required”. Grants need to be fully approved, signed, and executed by October 1, 2023, the start of the grant period.

Grant Review Process

This Crime Victim Services grant application process included 176 applicants requesting more than \$93 million. For FY24, OJP is awarding approximately \$56 million in funds to programs across the state providing services under this RFP. Funding decisions were based on application grant review discussions, RFP funding priorities, past performance (if applicable), and geographic distribution of services.

It is anticipated the FY24 funding awarded to your agency will be available for renewal application for FY25. OJP will provide updates over the upcoming year when additional information about the future funding forecast is known.



Minnesota Department of Public Safety (“State”) Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Crime Victim Services 2024 Grant Contract Agreement No.: A-CVS-2024-BCAO-126
Grantee: Becker County Attorney's Office 915 Lake Avenue Detroit Lakes, Minnesota 56501	Grant Contract Agreement Term: Effective Date: 10/1/2023 Expiration Date: 9/30/2024
Grantee’s Authorized Representative: Brian McDonald, County Attorney Becker County Attorney's Office 915 Lake Avenue Detroit Lakes, Minnesota 56501 (218) 847-6590 brian.mcdonald@co.becker.mn.us	Grant Contract Agreement Amount: Original Agreement \$70,000.00 Matching Requirement \$0.00
State’s Authorized Representative: Megan Reetz Magnuson, Grant Manager Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 248-3892 Megan.reetz@state.mn.us	Federal Funding: CFDA/ALN: 16.575 FAIN: 15POVC-22-GG-00764-ASSI State Funding: None Special Conditions: Attached and incorporated into this grant agreement. See page 3.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Crime Victim Services 2024 Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the Crime Victim Services 2024 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-CVS-2024-BCAO-126 / 3-90206

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State’s Authorized Representative



Special Conditions

1. Special Duties:

\$70,000 for prosecutor based crime victim services in Becker County.

Budget Summary

Budget	Federal	State	Match
Budget Category	Federal	State	Match
Personnel			
Victim Service Coordinator	\$62,836.00	\$0.00	\$0.00
Total	\$62,836.00	\$0.00	\$0.00
Payroll Taxes & Fringe			
Payroll Taxes & Fringe	\$7,164.00	\$0.00	\$0.00
Total	\$7,164.00	\$0.00	\$0.00
Total	\$70,000.00	\$0.00	\$0.00

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 09-23-1A

FY24 Crime Victim Services Grant (OJP Grant)

WHEREAS, the Minnesota Department of Public Safety, Office of Justice Programs awards grants to support prosecutor-based victim services.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of Becker County, Minnesota, that Becker County enters into the attached Grant Agreement with the Minnesota Department of Public Safety (Office of Justice Programs) to conduct the following: **Crime Victim Services**. The grant must be used to provide prosecutor-based crime victim services in Becker County. This is achieved through funding and supporting the position of Victim Service Coordinator.

BE IT FURTHER RESOLVED by the Board of Commissioners of Becker County, Minnesota, that Brian McDonald, the Becker County Attorney, and Pat Oman, the County Administrator, be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

Duly adopted this 5th day of September, 2023, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Pat Oman
Pat Oman
County Administrator

/s/ Barry Nelson
Barry Nelson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held September 5, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION 09-23-1D
CVSO Operational Enhancement Grant Program

WHEREAS, the Minnesota Department of Veterans Affairs has awarded each county a grant;

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of Becker County, Minnesota, that Becker County enters into the attached Grant Agreement with the Minnesota Department of Veterans Affairs (MDVA) in the amount of \$10,000 to conduct the following: **County Veterans Service Office Operational Enhancement Grant Program**. The grant must be used to provide outreach to the county's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, as specified in as specified in Minnesota Statutes §197.608, as amended. This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by the Board of Commissioners of Becker County, Minnesota, that Matt Erickson, the County Veterans Service Officer, be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

Duly adopted this 5th day of September, 2023, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Pat Oman _____
Pat Oman
County Administrator

/s/ Barry Nelson _____
Barry Nelson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held September 5, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

RAC Meeting Notes

August 8th 2023

1:00 – 2:30 pm

Commissioners Board Room

Committee Members Present: Hank Ludke (VC), Karen Mulari (C - REMOTELY), Del Bergseth, Phil Hansen, John Okeson, David Meyer.

Absent: Paige Perry, Abby Anderson

Staff Present: Mitch Lundeen, Steve Skoog, Cody Piper

Audience/Guest Participation Per Agenda: Mark Bjerke, Michelle Maier, Howard Mooney

1. Welcome & Introductions

2. RAC Bylaws Review and Updates:

The County Board removed the by-law requirements:

- Follow Roberts rules.
- Removed the scheduled monthly meeting day. The Committee can schedule future meetings as needed. Staff will update the bylaws for review and/or further discussion at the next meeting.
- Recommendation by the Committee for staff to reach out to neighboring counties to see what they are working on and summarize it along with County recreation projects in summary report to the Committee.

Request by the Committee to have the electronic version of the Becker County Rec Plan sent to Committee members.

- ### 3. Appointments:
- District 5 Commissioner recommended to the County Board to appoint Abby Anderson to the RAC, the recommendation was approved. Applications for a Member at Large is currently being advertised online and, in the paper, notice closes on 8/31/2023. Interested applicants can apply to the County Administrator. Applicants will be reviewed, and MAL will be appointed on 9/4/2023. **Howard Mooney was introduced and is interested in serving on the committee, Howard worked MNDNR Forestry for 38 years based out of the Detroit Lakes Area and now is a private forestry consultant and a recreation advocate. The Committee deemed this introduction as sufficient for MAL application for appointment.**
- ### 4. 7/11/23 RAC Notes Review and Approval:
- Hansen made a motion to approve meeting notes, Bergseth seconded. All in favor, motion passed.

From: [Howard Kluender](#)
To: [Mitch Lundeen](#)
Subject: [EXTERNAL]Rac
Date: Monday, July 31, 2023 4:26:08 PM

BECKER COUNTY SECURITY NOTICE:

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

Hello,

My name is Howard Kluender and I live at 23042 n Pearl lake rd Detroit Lakes Mn. My wife and I moved to Detroit lakes in 1972 from Mpls and raised 3 children which are now adults- so I am retired but really still love this area and all that it offers.

I was a general contractor for 35 yrs building new homes and remodels. I was one of the first contractors to get a mn state license(1714) so over the course of time I have worked with many different people and agencies. After retiring I got involved with woods n. Wheels atv club and have extensive knowledge of all the tax forfeited land from ice cracking up to hwy 113. I have worked with the trail reapers snowmobile club as they hired me and my bobcat to repair some bad spots in the trail and pick out some big rocks along the way.

I have also worked with 3 different land managers in regard to trails and trail repair. Was also on a committee to establish GIA trails for the Smokey hills trail system. Because of my experience in these area's, I feel I could offer some aid to expanding recreational trails be it snowmobile, atv GIA horseback riding, camping area's, whatever, so I hope this gives you a little background info. On my experience and knowledge of a big area of Becker County.

Sincerely. Howard Kluender

Sent from my iPad

2024 Becker County Budget Development Timeline

Date(s)	Objective(s)
6/6/2023 & 6/20/2023	Board Meetings – Legislative Update, Survey Analysis and Benchmarking
06/26/2023	Budget Worksheets to Department Heads
06/26/2023 – 07/17/2023	Department Heads Complete Preliminary Budget
07/17/2023 -08/01/2023	Department Head / County Administrator – Budget Review, Discussion
08/4/2023	Revised Budget(s) Due from Dept. Heads
08/7/2023-9/11/2023	Department Committees Review
9/1/2023, 9/18/2023	Finance Committee Review
9/19/2023	County Board Meeting to Review Budget, Set Preliminary Maximum Levy
9/19/2023 – 12/14/2023	County Board / Department Head / County Administrator – Budget Review
12/14/2023	County Board Meeting to Hold Public Budget Hearing / SMART Hearing
12/19/2023	County Board Meeting to Adopt Final Budget, Levy

**BECKER COUNTY
CASH COMPARISON**

FUND	June 2022	June 2023	% Change	May 2023
REVENUE FUND				
REVENUE FUND	\$ 11,092,704.58	\$ 13,265,448.65	19.59%	\$ 13,605,645.76
DESIGNATED				
GO BOND SERIES 2022A	7,532,236.25	(4,583,584.25)	-160.85%	(3,948,694.25)
LAW LIBRARY	58,162.77	29,334.75	-49.56%	31,153.63
ATTORNEY'S FORFEITURES	70,832.53	77,144.18	8.91%	78,760.55
RECORDERS EQUIPMENT	205,281.08	126,181.90	-38.53%	141,284.62
RECORDERS ENHANCEMENT	162,733.58	182,375.58	12.07%	174,840.58
TRANSIT	52,092.74	113,478.43	117.84%	155,490.33
TRANSIT LOCAL RESERVE	36,560.67	36,041.09	-1.42%	36,041.09
TOTAL REVENUE FUND	\$ 19,210,604.20	\$ 9,246,420.33	-51.87%	\$ 10,274,522.31
SPECIAL REVENUE FUNDS				
PUBLIC SAFETY	\$ 3,204,226.85	\$ 3,465,816.20	8.16%	\$ 4,255,820.42
E-911	6,886.26	96,675.56	1303.89%	84,231.08
ROAD AND BRIDGE	540,984.07	5,030,142.54	829.81%	8,631,452.49
HUMAN SERVICES	7,934,364.95	9,184,198.03	15.75%	10,312,239.50
RECREATION	659,167.64	684,951.62	3.91%	709,404.06
AMERICAN RESCUE PLAN ACT	3,427,796.45	-	-100.00%	-
RESOURCE DEVELOPMENT	898,202.99	981,071.85	9.23%	998,181.57
ENVIRONMENTAL AFFAIRS	2,393,013.43	2,303,889.83	-3.72%	2,314,264.24
DEBT FUNDS	969,629.94	1,061,927.64	9.52%	1,061,927.64
DITCH FUND	1,406.76	1,406.76	0.00%	1,406.76
SUNNYSIDE CARE CENTER	1,772,536.52	1,803,260.27	1.73%	1,855,008.24
NATURAL RESOURCE MGT	491,757.39	217,136.90	-55.84%	249,080.65
GRAVEL RESERVE	539,962.96	556,292.86	3.02%	562,396.13
OPIOID SETTLEMENT FUND	-	297,273.66		297,273.66
LOCAL ASSISTANCE & TRIBAL CONSISTENCY FUND	-	83,593.59	100.00%	83,593.59
GENERAL - SPECIAL	625,510.15	5,605,226.92	796.10%	5,600,319.37
TOTAL SPECIAL REVENUE FUNDS	\$ 23,465,446.36	\$ 31,372,864.23	33.70%	\$ 37,016,599.40
AGENCY FUNDS				
BCCI	\$ 202,957.56	\$ 217,103.65	6.97%	\$ 165,872.73
TAXES AND PENALTIES	1,707,991.51	1,052,826.65	-38.36%	11,534,812.05
CLEARING FUNDS	739,954.11	648,622.88	-12.34%	480,392.59
TOTAL AGENCY PASS THRU FUNDS	\$ 2,650,903.18	\$ 1,918,553.18	-27.63%	\$ 12,181,077.37
TOTAL CASH & INVESTMENTS	\$ 45,326,953.74	\$ 42,537,837.74	-6.15%	\$ 59,472,199.08

Becker County Sales & Use Tax

2014					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	606,000.00	129,165.85	735,165.85	(31,350.71)	703,815.14
2015					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,925,000.00	199,199.05	2,124,199.05	(26,358.15)	2,097,840.90
2016					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,912,893.48	209,748.19	2,122,641.67	(27,908.63)	2,094,733.04
2017					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,172,000.00	233,642.63	2,405,642.63	(29,318.97)	2,376,323.66
2018					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,281,000.00	365,457.85	2,646,457.85	(33,661.93)	2,612,795.92
2019					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,452,000.00	222,944.01	2,674,944.01	(34,367.81)	2,640,576.20
2020					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,563,000.00	279,602.16	2,842,602.16	(36,985.03)	2,805,617.13
2021					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,957,000.00	376,489.88	3,333,489.88	(38,856.08)	3,294,633.80
2022					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
November		26,322.11	26,322.11	(3,206.85)	23,115.26
December	199,000.00	28,767.41	227,767.41	(3,124.59)	224,642.82
January	253,000.00	23,429.20	276,429.20	(3,190.98)	273,238.22
February	186,000.00	34,258.66	220,258.66	(3,151.79)	217,106.87
March	180,000.00	78,789.49	258,789.49	(3,307.73)	255,481.76
April	250,000.00	27,268.10	277,268.10	(3,171.99)	274,096.11
May	235,000.00	23,415.74	258,415.74	(3,182.27)	255,233.47
June	296,000.00	90,036.19	386,036.19	(3,295.82)	382,740.37
July	365,000.00	37,071.45	402,071.45	(3,346.90)	398,724.55
August	324,000.00	62,472.05	386,472.05	(3,350.92)	383,121.13
September	353,000.00	27,199.87	380,199.87	(3,295.49)	376,904.38
October	314,000.00	26,015.02	340,015.02	(3,228.81)	336,786.21
November	275,000.00		275,000.00		275,000.00
	3,230,000.00	485,045.29	3,715,045.29	(38,854.14)	3,676,191.15
2023					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
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		244,000.00		244,000.00
June		-	-	-	-
July		-	-	-	-
August		-	-	-	-
September		-	-	-	-
October		-	-	-	-
November		-	-	-	-
	1,373,000.00	176,887.00	1,549,887.00	(18,667.51)	1,531,219.49
Grand Total	21,471,893.48	2,678,181.91	24,150,075.39	(316,328.96)	23,833,746.43

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

EX--December 2014 Receipt 1 in the IFS (Bank/Cash Comp) January 2015 and Receipt 2 in the IFS (Bank/Cash Comp) February 2015

Bolded amounts corresponds to Monthly-Cash Comp

**Becker County
Investment Analysis
June 30, 2023**

Bank or Institution	Investment Number	Interest Rate	Yield Rate	Maturity Date	Book Value(Cost)	Fair Market Value		
American National Bank								
ANB CD	American Natl	23-06	3.940%	3.940%	4/10/24	245,000.00	245,000.00	
Community Development Bank of Ogema								
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	
Midwest bank								
MW CD	Midwest	0-39	2.480%	2.480%	12/8/23	96,000.00	96,000.00	
MW CD	Midwest CDARS	10-09	1.150%	1.150%	7/6/23	1,000,000.00	1,000,000.00	
State Bank of Lake Park								
SBLP CD	State Bank of LP	01-39	0.800%	0.800%	9/30/23	147,939.57	147,939.57	
United Community Bank of Frazee								
UCB CD	UCBoF	23-07	3.710%	3.710%	5/3/25	200,064.30	200,064.30	
Raymond James								
MK	Lake Park-Audubon MN GO	11-6	5.375%	3.652%	2/1/26	500,000.00	501,340.00	
MK	Connecticut St Taxable Go Bond	20-14	3.310%	3.310%	1/15/26	564,114.72	479,415.00	
MK	CD	Montgomery Cnty MD Rev Taxable Ref Bds 202	21-06	1.000%	1.000%	4/1/25	303,945.00	278,469.00
MK	CD	Citibank NA	18-3	3.300%	3.300%	8/24/23	240,000.00	239,265.60
MK	CD	Bridgewater Bk Bloomington, MN	20-15	0.350%	0.350%	9/1/24	114,000.00	107,071.08
MK	CD	Alcoa Tenn Taxable Bds 2021 B	21-02	0.820%	0.820%	3/1/26	244,054.30	218,797.25
MK	FHLB	Federal Home Loan Bank	22-02	4.000%	4.000%	6/29/26	500,000.00	485,420.00
MK	CD	Discover Bank Greenwood, DE	22-07	4.850%	4.850%	11/9/26	244,000.00	240,113.08
MK	FHLB	Federal Home Loan Bank	23-03	4.240%	4.240%	2/17/28	250,000.00	241,722.50
MK	CD	CIBC Bank USA Chicago, IL	23-04	4.950%	4.950%	3/24/26	225,000.00	222,403.50
Wells Fargo Advisors (Formerly Wachovia Securities)								
WFA	FFCBB	Federal Farm Credit Bank Bonds	20-18	0.310%	0.310%	11/30/23	500,012.92	489,270.00
WFA	FHLBMSUCP	Federal Home Loan Bank Multi Step Up Cpn Bor	21-03	0.500%	0.500%	3/16/26	455,000.00	411,620.30
WFA	CD	Texas Exchange Bk SSB CD	21-01	0.300%	0.300%	2/5/24	245,000.00	237,782.30
WFA	CD	BMW Bk North America CD	21-04	0.300%	0.300%	5/14/24	245,000.00	234,357.20
WFA	CD	New York Cmnty Bk CD	21-05	0.350%	0.350%	6/3/24	225,000.00	214,701.75
WFA	CD	Goldman Sachs BK USA CD	21-07	1.000%	1.000%	8/8/26	215,000.00	188,097.05
WFA	CD	UBS Bank USA CD	21-08	0.550%	0.550%	8/26/24	245,000.00	231,522.55
WFA	CD	State Bank India	21-09	0.450%	0.450%	10/30/23	245,000.00	241,057.96
WFA	CD	Synchrony Bank CD	21-10	0.450%	0.450%	10/23/23	245,000.00	241,280.90
WFA	CD	JP Morgan Chase Bk NA CD	22-01	1.100%	1.100%	1/31/25	245,000.00	229,026.00
WFA	BOND	US Treasury Notes	22-03	2.750%	2.750%	4/30/27	326,476.93	311,731.20
WFA	CD	City Natl Bk - Bev Hi CD	23-01	4.350%	4.350%	1/26/26	245,000.00	238,840.70
WFA	BOND	Federal Home Loan Bank Bonds SER 00001	23-02	5.000%	5.000%	1/26/24	2,000,000.00	1,991,440.00
WFA	BOND	US Treasury Bill	23-05	4.887%	4.887%	10/26/23	1,074,390.04	1,081,718.00
Total Pooled Investments - Securities						12,309,997.78	11,970,466.79	

	Summary of Investments by Type	
	Book Value	Fair Value
CD's	4,836,058.17	4,698,320.79
CDARS	1,000,000.00	1,000,000.00
Jumbo CDs		
Local Gov Issues	500,000.00	501,340.00
Govt. Securities	868,059.72	757,884.00
Treasury	3,400,866.97	3,384,889.20
FNMA	0.00	0.00
FHLBMSUCP	455,000.00	411,620.30
FFCBB	500,012.92	489,270.00
FHLB	750,000.00	727,142.50
Totals	12,309,997.78	11,970,466.79

Investment Summary by Fund		
Revenue Fund	12,309,997.78	11,970,466.79
	12,309,997.78	11,970,466.79
Fair Market Value Adjustment		(339,530.99)

RESOLUTION

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 09-23-1C

WHEREAS, the legal description of the property is Parcel Number 32.0259.004, described as:

Section 31 Township 141 Range 040

All that part of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) in Section 31 Township 141 North Range 40 West of the Fifth Principal Meridian in Becker County, Minnesota lying northerly of the centerline of County Highway Number 34 as the same is located on March 1, 1993, subject to the right of way of said County Highway and further subject to all reservations, restrictions, easements and rights of record.

WHEREAS, the property forfeited December 30, 2022, on Auditor's Certificate of Forfeiture, Document No. 694807 for 2018, 2019, 2020, 2021 and 2022 and miscellaneous fees; and

WHEREAS, Paul D Jackson and Lori A Jackson, have requested an Application for Re-purchase of Forfeited Lands with the County Auditor-Treasurer; and

WHEREAS, a repurchase price of \$4,349.08 will be paid in full upon approval:

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Becker County, Minnesota, hereby approves the application for Re-purchase of Tax Forfeited Lands for Paul D Jackson and Lori A Jackson, Parcel Number 32.0259.004.

Duly adopted this 5th day of September 2023, in Detroit Lakes, Minnesota.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Pat Oman
Pat Oman
County Administrator

/s/ Barry Nelson
Barry Nelson
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 September 5th, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

New Updated: 12.1 Rate of Accrual Revision 99-3 Rescinds prior policy as of 8/10/99 rev 08/31/23

The following vacation benefits are available to all ~~department heads and supervisors.~~

Beginning Year 0 - 2 years	96 hours
2 years through 4 years	120 hours
5 years through 9 years	144 hours
10 years through 19 years	168 hours
20 years+	192 hours

Updated Vacation Accruals approved 07/05/23

Beginning 0 to 2 years	96 hours
Beginning 3 to 11 years	120 hours
Beginning 12 through 18 years	160 hours
Beginning 19 plus years	192 hours



BECKER COUNTY COURTHOUSE – FLUSH and FILL & STRAINERS

Date: August 11, 2023

Name: Becker County Courthouse – Flush and Fill & Strainers

Document Type: Contract Proposal

Becker County

Owner: Becker County
Address: 915 Lake Avenue
Detroit Lakes, MN 56501
Phone: (218) 864-5217
Website: <https://www.co.becker.k12.mn.us>

Owner Contact: Pat Oman
Title: County Administrator
Phone: (218) 864-7200
Email: pat.oman@co.becker.mn.us

Johnson Controls Inc

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

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



PROJECT PRICING

Pricing

We propose to furnish the materials and/or perform the work described above at the Becker County Courthouse for the net price of:

\$59,750.00**

FIFTY-NINE THOUSAND SEVEN-HUNDRED FIFTY AND 00/100 DOLLARS

Scope of Work

This proposal incorporates the responsibilities for Design-Build services for the Facility Improvement Measure(s) and their individual scopes of work referenced in this proposal.

Facility Improvement Measure (FIM) List:

FIM 1: Flush & Fill

FIM 2: Strainers added to VAV's and Boiler

Terms and Conditions

Johnson Controls has developed the following turnkey proposal which follows procurement laws in accordance to Minnesota Statue.

Project Approval

This proposal is hereby accepted, and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This Proposal is Valid Until September 10, 2023.

Becker County

By: Pat Oman

Signature:

Title: County Administrator Date:

Owner PO#:

Johnson Controls Inc.

By: Nicholas Thomes

Signature:

Title: Account Rep Owner Date:

FIM 1: HEATING SYSTEM GLYCOL FLUSH & FILL

Overview

The existing hydronic heating system seems to have developed contaminants within its closed-loop system. The existing fluid appears to be causing pre-mature failures to other components. With the county's recent investment into a new boiler, it's strongly encouraged to reset the lifespan of the existing heating fluid that runs through all the heating system components. This FIM will consist of draining the existing system, cleaning and neutralizing the existing system and lastly adding in the proper glycol mixture.

Cleaning

Veolia Ferroquest neutral pH cleaner required to attain neutralize any corrosive by-products present and passivate the surfaces in the HOT WATER loop only.

Glycol Solution

DOWTHERM™ SR-1 inhibited ethylene heat transfer fluid required to attain a 35% solution in the hot water system only. Glycol will be installed with proper dilution water to meet Dow Chemical water quality standards for installation and fluid integrity.

Scope of Work

- Coordinate with the owner when the system can be properly shutdown.
- Isolate and drain the existing fluid in the system.
- Flush the hydronic system with treated chemicals to prevent corrosion.
- Refill existing hot-water system with proper fluid concentration.
- Confirm no leaks are present when system is put back in use.

FIM 2: STRAINERS ADDED TO VAV'S AND BOILER

Overview

Johnson Controls will add strainers to (47) VAV's and (1) Boiler. The existing system doesn't have any filtration systems in place and this will aid in cleaner hydronic fluid and longer lifespan of components. As part of this FIM, JCI will add ½" propress wye strainer added on the supply side before entering the VAV box. Also, JCI will be adding ½" propress ball valves onto the branch lines of the VAV. Lastly, a 4" Victaulic Wye Strainer will be added before the boiler.

Equipment to be effected as part of this FIM:

- 47 VAV's to be included in this FIM.
- 1 Boiler to receive a Victaulic Wye Strainer.

PRIME RETROFIT TEAM STRUCTURE

Prime Retrofit Contracts: Single Source Responsibility

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



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

TERMS & CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

(1) AGREEMENT AND LIMITATIONS. This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standard Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

(2) TERMINATION OR MODIFICATION. Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) PRICE, SHIPMENT, AND PAYMENT. Prices on accepted orders are firm for a period of 30 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

(4) DEPOSIT. Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within thirty business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

(5) TAXES. All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(6) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(7) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems sold and Seller installed in the US or Canada, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION**

ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, Owner opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.**

(9) PATENTS. Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(10) GOVERNING LAW. For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(11) DISPUTE RESOLUTION. Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

(12) SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

(13) PRIVACY. Seller as Processor: Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

(14) CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

(15) MISCELLANEOUS

(a) CHANGES OF CONSTRUCTION AND DESIGN: Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

(b) CHARACTER OF PRODUCT AND SECURITY INTEREST: The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

(c) INSURANCE: Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) INSTALLATION: If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

(e) COMPLIANCE WITH LAWS: Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

(f) BUYER RESPONSIBILITIES: Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

(g) FORCE MAJUERE: Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

(h) ONE-YEAR CLAIMS LIMITATION: No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation



BECKER COUNTY

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7311

MEMORANDUM FOR ACTION

Date: September 5, 2023

SUBJECT: Approve 2023 Fall Timber Auction Tracts

TO: Becker County Board of Commissioners

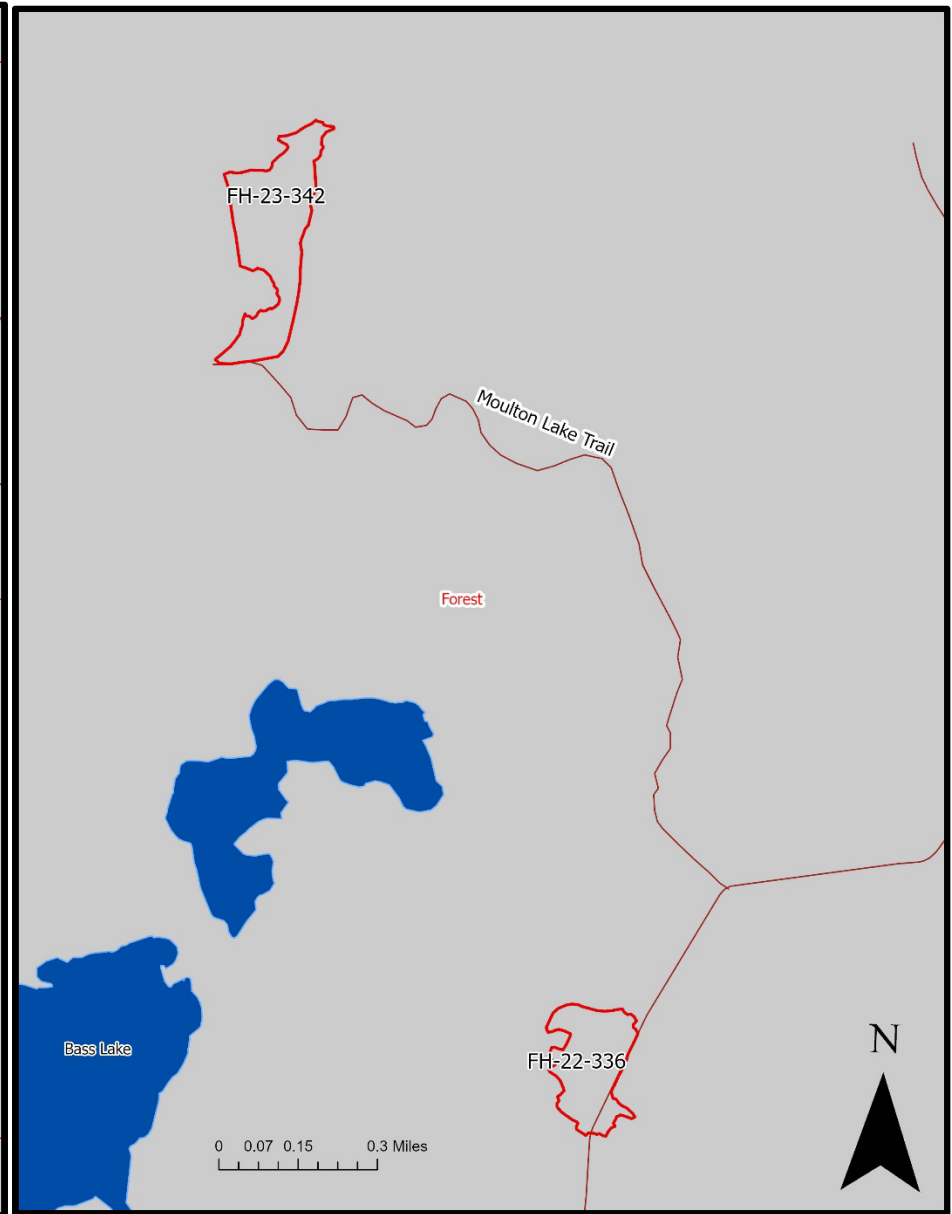
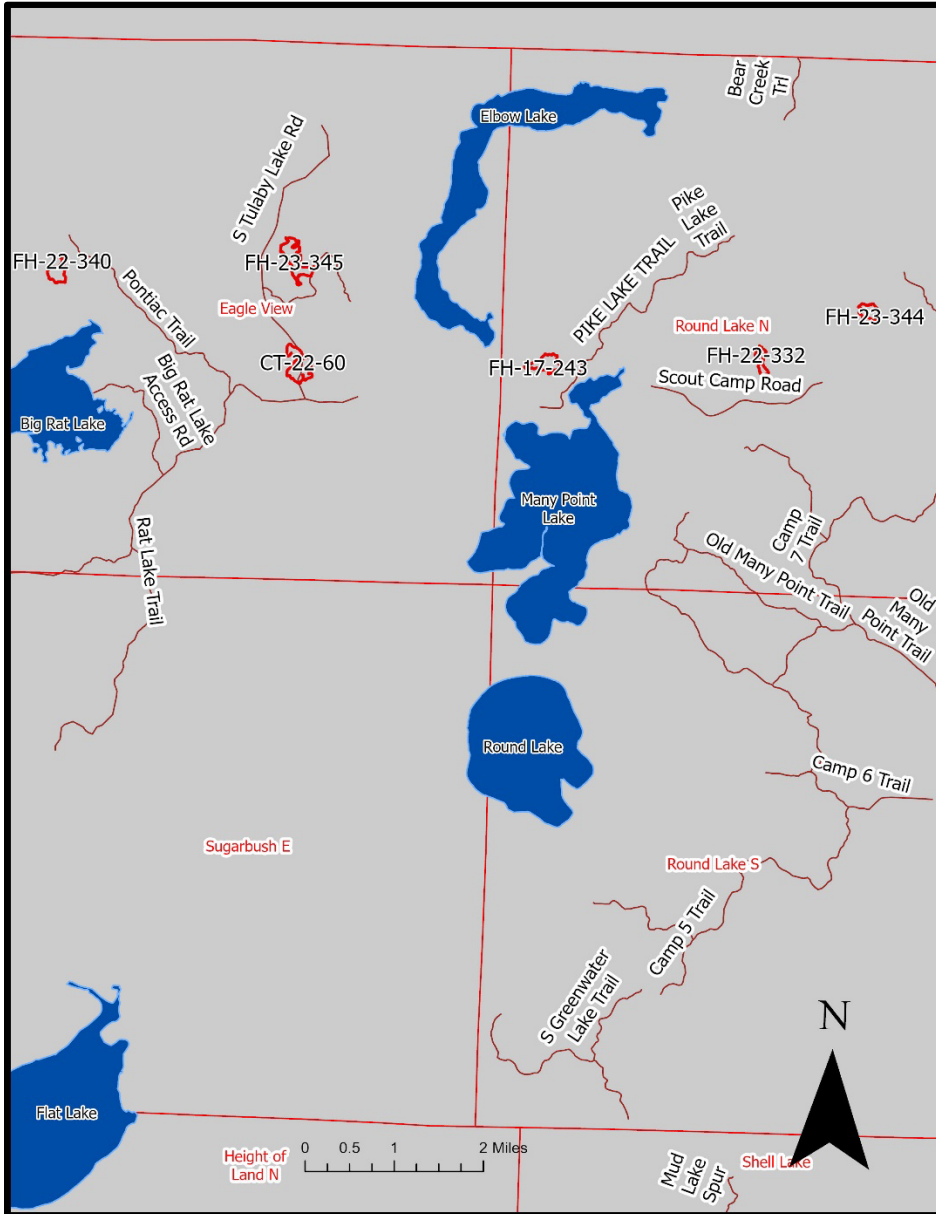
1. Discussion: Approve 10 Timber Sale Tracts to be offered at the October 6th Timber Auction. Total acres offered are 280 acres. Total cords offered is 5,383. Appraised value of \$94,669.00.
2. Action request: Seeking a motion to approve 10 tracts to be offered at the fall 2023 timber auction.
4. The point of contact for this memorandum is Mitch Lundeen/Steve Skoog

Distribution: Board of Commissioners, County Administrator

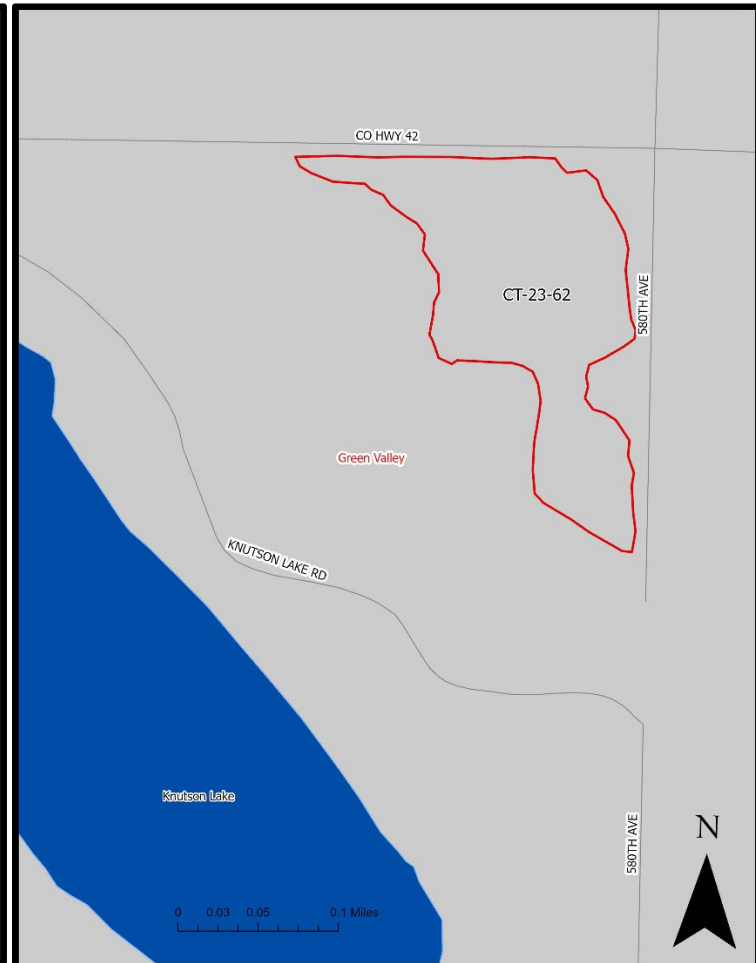
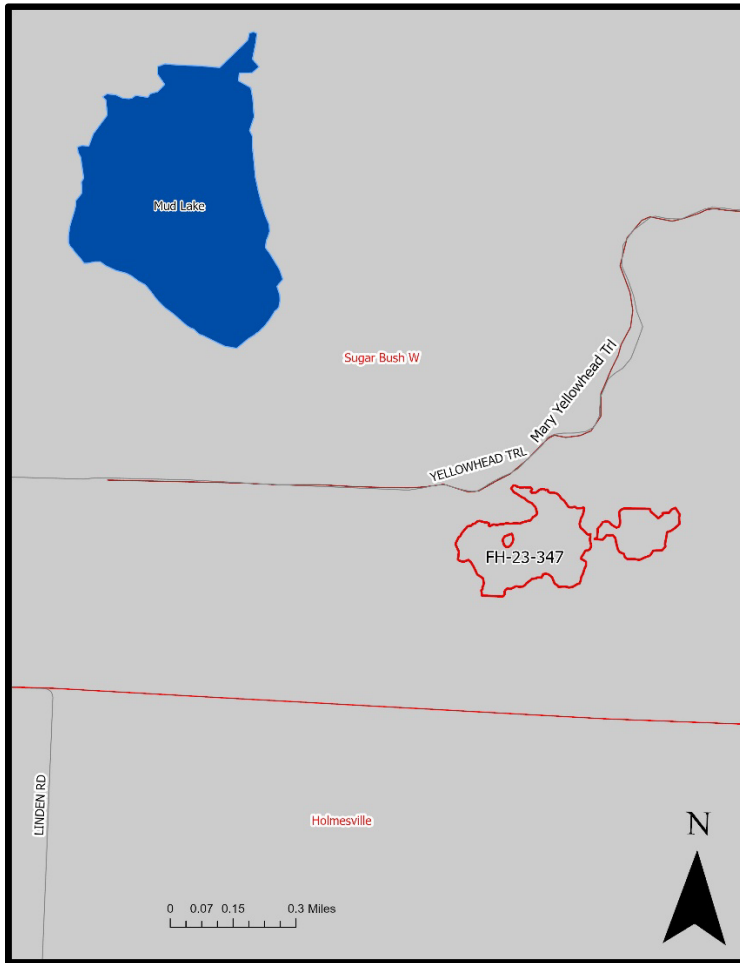
Summary of Timber Tracts Offered October 6, 2023

TRACT	PROJECT #	PERMIT #	DESCRIPTION / TWP	SECTION-TWP-RNG	ACRES	TYPE	CORDS	TOTAL CORDS	APPRAISED VALUE \$
1	FH-23-345	23-18A	EAGLE VIEW TWP		46.78	Aspen Mixed	1105	1170	\$21,805.00
			NE1/4 OF SE1/4	15-142-39		Birch Mixed	25		
			SW1/4 OF NE1/4	15-142-39		Oak, Red Mixed	40		
			SE1/4 OF NE1/4	15-142-39					
			NW1/4 OF SE1/4	15-142-39					
			N1/2 OF NE1/4	15-142-39					
2	FH-23-347	23-19A	SUGAR BUSH TWP		41.43	Aspen Mixed	590	857	\$13,722.00
			N1/2 OF SE1/4	35-141-40		Basswood Mixed	130		
			NE1/4	35-141-40		Oak, Red Mixed	60		
			NW1/4 OF SW1/4	36-141-40		Sugar Maple Mixed	55		
						Birch Mixed	20		
						Ash, Black Mixed	2		
3	FH-23-332	23-20A	ROUND LAKE TWP (N)		15.67	Aspen Mixed	715	725	\$13,685.00
			E1/2 OF SE1/4	21-142-38		Birch Mixed	10		
			E1/2 OF NE1/4	21-142-38					
4	FH-17-243	23-21A	ROUND LAKE TWP (N)		28.9	Aspen Mixed	470	545	\$9,505.00
			E1/4 OF NW 1/4	19-142-38		Birch Mixed	40		
			S1/2 OF NE1/4	19-142-38		Fir, Balsam Mixed	35		
			NW1/4 OF SE1/4 AND NE1/4 OF SW1/4	19-142-38					
5	FH-23-344	23-22A	ROUND LAKE TWP (N)		19.44	Aspen Mixed	390	447	\$7,980.00
			SE1/4 OF SE1/4	15-142-38		Birch Mixed	45		
			W1/2 OF SW1/4	14-142-38		North Hardwood Mixed	12		
6	FH-23-342	23-23A	FOREST TWP		29.19	Aspen Mixed	320	425	\$6,800.00
			SW1/4 OF SW1/4 EX 1.93 AC FOR HWY	3-142-37		Birch Mixed	15		
			NW1/4 OF SW1/4	3-142-37		Pine, Jack Mixed	75		
			E1/2 OF SW1/4	3-142-37		Spruce, White Mixed	15		
			N1/2 OF NW1/4	10-142-37					
7	CT-22-60	23-24A	EAGLE VIEW TWP		45.4	Pine Norway Bolts	100	385	\$5,910.00
			SE1/4 OF SW1/4 & NW1/4 OF SE1/4	22-142-39		Pine Norway Pulp	200		
			SE1/4 OF NE1/4	22-142-39		Aspen Mixed	40		
			SW1/4 OF SE1/4	22-142-39		Spruce White Mixed	30		
			SW1/4 OF NE1/4	22-142-39		Birch Mixed	5		
			E1/2 OF SE1/4	22-142-39		Pine Jack Mixed	10		
8	FH-22-336	23-25A	FOREST TWP		18.51	Aspen Mixed	270	392	\$6,150.00
			E1/2 OF NE1/4	15-142-37		Birch Mixed	70		
						Fir, Balsam Mixed	40		
						North Harwood Mixed	12		
9	FH-22-340	23-26A	EAGLE VIEW TWP		20.73	Aspen Mixed	330	355	\$6,520.00
			LOTS 6 TO 10 INCL (FRAC SW1/4 OF NW1/4	18-142-39 17-142-39		Birch Mixed	25		
			NW1/4 OF SW1/4	17-142-39					
10	CT-23-62	23-27A	GREEN VALLEY TWP		13.95	Pine, W/N Bolts	70	82	\$2,592.00
			NE1/4 PUBLIC ACCESS	14-136-36		Pine, W/N Pulp	12		
TOTAL					280			5,383	\$94,669.00

Fall 2023 Timber Sale Tracts Maps



Fall 2023 Timber Sale Tracts Maps





BECKER COUNTY

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7311

MEMORANDUM FOR ACTION

Date: September 5th, 2023

SUBJECT: Approve Capital Expenditure Request – ½ Ton Pickup Truck.

TO: Becker County Board of Commissioners

1. Discussion: The Natural Resources Management Department needs an additional ½ ton pickup truck to carry out the goals and objectives of the department. Staff have collected 8 quotes total, 2 of which are local quotes.
2. Funding: Resource Development Fund.
3. Action request: Approve the department head to purchase a ½ pickup truck not to exceed \$48,000.
4. The point of contact for this memorandum is Mitch Lundeen/Steve Skoog

Distribution: County Administrator

State Bid	Model	Model	Trim	Quote	Total Cost		
TBD - At Least 1 Calendar Yr Out from Delivery							
Local Quotes	Model	Model	Trim	Quote	Total Cost		
Norseman				Nothing Available, No Quote			
Nereson	Chevrolet	Silverado 1500	Crew Cab	\$ 45,458.13	\$ 45,458.13	2023, White - Same as Highway Dept ordered 4 months ago. 2.7L	SOLD - But Can Reorder Soon
Dondelinger BRD	Chevrolet	Silverado 1500	Ext Cab	\$ 44,340.00	\$ 44,340.00	SOLD 8/24/23	SOLD
Thielen PR	Chevrolet	Silverado 1500	Crew Cab	\$ 48,150.00	\$ 48,150.00	2024 White, Work Truck Edition 5.3L-	Arrive END of SEPT/OCT
Tenvoorde Ford STC	Ford	XL	Crew Cab	\$ 47,237.08	\$ 47,237.08	5.0L, Mid November delivery.	2 months out.
Moories LF	DODGE/RAM	Big horn	Quad Cab	\$ 52,670.00	\$ 50,200.00	2023, 5.7L, 6' 4" box - 2k less after rebate?	Available?
Nelson Auto FF	RAM	Warlock	Quad Cab	\$ 46,918.00	\$ 46,918.00	2023, 3.6L, V6, 4x4	SOLD
Sourcewell(NAT AUTO GRP) CAL	Ford	XL	SuperCab	\$ 47,607.94	\$ 47,607.94	2023 White, 6.5 box 5.0L (CALIFORNIA)	2 remaining, 4-5 months out delivery
WEBER Motors	RAM	Warlock	Quad Cab	\$ 51,315.00	\$ 43,662.00	After rebate (pending),weber discount	Available

PROPOSAL

Taves Construction, Inc.

PO Box 1152

Detroit Lakes MN 56502

Asphalt ■ Driveways

Parking Lots



Office: 218-847-7453

Fax: 218-847-8525

■ Cat Work ■

Seal Coating ■ Snow Removal

PROPOSAL SUBMITTED TO:	DATE:	JOB LOCATION:
<i>Becker County Natural Resources</i>	8-9-23	Dunton Locks Trail Paving QUote

Approx 900'x10'

Clean existing asphalt
 Spray tack coat
 Overlay with 1.5" compacted asphalt

No Bond
 Dennis Jacobson 218-850-3092

<p>WE PROPOSE hereby to furnish material and labor complete in accordance with above specification, for the sum of:</p> <p style="text-align: center;">\$9,000.00</p>	<p>We specifically exclude the following:</p> <ul style="list-style-type: none"> ● Relocation of any existing utilities ● Any Site restoration outside of paving ● Any other work not specifically stated ● Any requirement construction building site permits ● Excavation over 6 inches
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FULL PAYMENT DUE UPON COMPLETION

Authorized **Dennis Jacobson**
 Signature _____ Note: This proposal may be withdrawn by us if not accepted within 30 days.
 Taves Construction, Inc., dba DRIVEWAY SERVICE

<p>GUARANTEE</p> <p>Paving guaranteed for a period of 1 year against break-up (if we do prep). Not guaranteed against normal wear (including fuel spills) or natural cracking due to climate changes. Not guaranteed against damage from snowplowing, snowblowers, tire chains, etc. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, adverse weather conditions, accidents or delays beyond our control. Owner to carry necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.</p>	<p>ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions as well as those terms and conditions on the reverse side hereof are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above and set forth on the reverse side hereof.</p> <p>Signature _____</p> <p>Date of Acceptance _____</p>
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**Thinking
Asphalt?**

**HOWARD'S
DRIVEWAY, INC**

EVERYTHING ASPHALT

Sealcoat Service

56700 Cty 40 Menahga MN 56464 www.howardsdriveway.com
218-564-4483 fax. 218-564-4291

Date Of Proposal: 8-21-2023

Work To Be Performed At:

Name: Becker County Natural Resource
Management
Address: 1771 North Tower Road
Detroit Lake, MN
Phone #: 218-849-2151 Mitch Lundeen

Address: If billing address is different please
include
City/ State:
Mitch.lundeen@co.becker.mn.us

Date Of Plans: summer 2023-2024

We Hereby Propose To Furnish The Materials And Labor To Complete The Following:

Estimate to overlay 9,000 sq. ft. 900 x 10

- 1) Mill next to concrete aprons, sidewalks, and road to maintain elevation as needed.
- 2) Clean driveway by sweeping and blowing.
- 3) Apply tack coat.
- 4) Pave 1 1/2 inches compacted asphalt.
- 5) Compact with steel drum and pneumatic roller.
- 6) Does not include black dirt or landscaping
- 7) Overlays will copy what is underneath them. We will try and fix potholes, and or heaving before we do the overlay, but most spots are hard to eliminate 100%

We will start the overlay off of county hwy 22 south of bowling alley at RR bridge where new asphalt coming down from 22 ends

All Material is Guaranteed To Be As Specified, And The Above To Be Performed In Accordance With The Drawings And Specifications submitted For Above work And Completed In A Substantial Workmanlike Manner For Sum Of

Dollars\$ 11,900.00

Submitted By: Howard's Driveway, Inc

10 % down, balance on completion

By: Heath Hanninen 218-252-1015

This Proposal May Be Withdrawn If Not Accepted within 30 Days

Acceptance Of Proposal:

The Above Prices, Specifications And Conditions Are Satisfactory And Are Hereby Accepted. You Are Authorized To Do The Work As Specified. Payments Will Be Made As Outlined Above.

Date: _____

Signature: _____

Signature: _____



BECKER COUNTY

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7311

MEMORANDUM FOR ACTION

Date: September 5th, 2023

SUBJECT: Approve Capital Expenditure Request – Overlay Paving Quote for a Segment of Bike Path from West Lake Drive to Dunton Locks to County Park.

TO: Becker County Board of Commissioners

1. Discussion: There is a need to repair and overlay pavement on a 900-foot segment of the Dunton Locks Bike Path from West Lake Drive to Dunton Locks County Park. Received two quotes. Work will likely be conducted yet this fall.
2. Funding: Parks and Recreation Fund
3. Action request: Approve Low Quote of \$9,000 to Driveway Services to provide an overlay of pavement on the 900-foot stretch of the bike path.
4. The point of contact for this memorandum is Mitch Lundeen/Steve Skoog

Distribution: County Administrator



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: August 30, 2023

SUBJECT: Market Rate of Solid Waste Disposal costs to calculate Solid Waste Management Tax

THROUGH: Environmental Services Committee

TO: Becker County Commission

1. **Reference:** Resolution 09-23-1E
2. **Discussion:** Annually the County is required to certify to the MPCA what the market cost is for Becker County to dispose of mixed municipal solid waste. For Becker County this is the cost to dispose of solid waste at the Fargo Landfill. This cost is the current disposal tip fee of \$50 per ton at the Fargo Landfill plus transportation costs. Currently the public that disposes of MSW at the Transfer Station are charged at the current posted tipping rate. The County collects the SWMT and submits it to the State. Licensed waste haulers collect the SWMT from their customers and submit the tax directly to the State.
3. **Funding:** NA
4. **Action:** Motion to approve Resolution 09-23-1E that establishes the solid waste market disposal rate for Becker County.
5. Phone contact for this memorandum is Steve.Skoog@co.becker.mn.us or by phone at 846-7310.

Distribution: County Commissioners
County Administrator

Direct Haul Market Price Worksheet

A	B	C	D	F	G	H	I	J
Line #	Status Quo & Market Price	Name and Location of Facility	Taxable Tip Fee/Ton	MMSW Subsidy/Ton (1)	Round Trip Miles (2)	Cost/Ton Mile	Transportation Cost/Mile/Ton (Column G x H)	Total Cost/Ton (3) (Add Columns D, F and I)
1	Current Recovery or Disposal	Perham Resource Recovery Facility 201 6 th Ave. NE Perham, MN 56573	\$138.00	\$0.00	53.20	.208	11.07	\$149.07
2	Market Price	Fargo Landfill 4501 7 th Ave N Fargo, ND 58102	\$51.00		113.20	.208	\$23.55	\$74.55
3	Market Price	Polk County Landfill 15764 270 th St SW Crookston, MN 56716	\$80.00		158.38	.2438	\$38.61	\$118.6

1. If the cost/ton for a facility is subsidized in addition to the tip fee charged, enter the subsidy amount and type.
2. Assume the location of the county seat is the departure site for purposes of calculating round trip mileage.
3. Total cost/ton includes the tip fee plus the local subsidy (if any) plus the cost of transportation.

Note: If Line 2J is less than Line 1J, you would use this as your market price. If Line 2J is more than Line 1D, you owe SWM tax on the difference. If you use your own landfill for the market price, tax is due on the subsidy per ton. Calculate the ratio for the residential and commercial SWM tax using your SCORE percentages.

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 09-23-1E

Market Price for Solid Waste Management Tax

WHEREAS, the Minnesota Solid Waste Management Tax requires political subdivisions to identify by resolution a Market Price if the political subdivision:

- a. Subsidizes the cost of service at a facility; or
- b. Directly bills on a property tax statement for organized collection of mixed municipal solid waste.

WHEREAS, the political subdivision will be liable for any solid waste management tax based only on the Market Price amount identified through the resolution; and

WHEREAS, the Market Price is defined in Minnesota statute as the “lowest price available in the area” considering disposal and transportation costs; and

WHEREAS, Becker County has identified the Fargo Landfill as the lowest disposal cost available in the area at a rate of \$51.00 per ton.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, considering transportation costs, declare the 2024 Market Price for Mixed Municipal Solid Waste is \$74.55 per ton.

Duly adopted this 5th day of September 2023, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Pat Oman _____
Pat Oman
County Administrator

/s/ Barry Nelson _____
Barry Nelson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held September 5th, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between _____ Becker County, MN _____ (“Owner”) and
_____ Dennis Drewes, Inc. _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. Demolition Landfill Phase Construction
Becker County Demolition Landfill SW-311 Phase 29, 32, and 35 Construction
Becker County, MN

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

- A. Demolition Landfill Cell Construction
Becker County Demolition Landfill SW-311 Phase 29, 32, and 35 Construction
Becker County, MN

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Widseth Smith Nolting & Assoc., 610 Fillmore Street, Alexandria, MN 56308.

3.02 The Owner has retained Widseth Smith Nolting & Assoc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before November 1, 2023 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 15, 2023 for Becker County Demolition Landfill SW-311 Phase 29, 32, and 35 Construction.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 100 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 6.0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of

construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. The Drawings titled: Becker County Demolition Landfill SW-311 Phase 29, 32, and 35 Construction
 - 8. Addenda (numbers 1, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: Becker County

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

915 Lake Avenue

Address for giving notices:

Detroit Lakes, MN 56501

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

NOTICE OF AWARD

Date of Issuance:

Owner: Becker County

Owner's Contract No.:

Engineer: Widseth Smith Nolting & Assoc.

Engineer's Project No.: 2022-10420

Project: Becker County Demolition Landfill
SW-311 Phase 29, 32, and 35
Construction

Contract Name: Becker County Demolition
Landfill SW-311 Phase 29, 32,
and 35 Construction

Bidder: Dennis Drewes Inc.

Bidder's Address: 41617 County Road #122, Frazee, MN 56544

TO BIDDER:

You are notified that Owner has accepted your Bid dated August 24, 2023 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Becker County Demolition Landfill SW-311 Phase 29, 32, and 35 Construction

The Contract Price of the awarded Contract is: \$ 252,560.00

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6 and Supplemental Conditions.
3. Other conditions precedent (if any): None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Becker County

Authorized Signature

By:

Title:

Copy: Engineer

August 29, 2023

Alexandria

610 Fillmore Street
Alexandria MN 56308

320.762.8149
Alexandria@Widseth.com
Widseth.com

Becker County Courthouse
Becker County Land Use Department
Attn: Steve Skoog, Director
915 Lake Avenue
Detroit Lakes, MN 56501
Email: steve.skoog@co.becker.mn.us

Re: 2022-10420 Becker County Demolition Landfill SW-311 Phase 29, 32, and 35 Construction

Dear Steve Skoog:

On August 24, 2023 at 11:00 am Bids were opened for the Becker County Demolition Landfill SW-311 Phase 29, 32, and 35 Construction project. 11 Bids were received. See enclosed bid abstract for detailed results. Dennis Drewes Inc. was the low bid. Widseth recommends award of the Bid of \$252,560.00 as presented by Dennis Drewes Inc. on August 24, 2023.

We look forward to moving ahead with this project. Please contact our office should there be any questions regarding this recommendation.

Sincerely,
Widseth



Nick Koos, PE
320-335-5049
nick.koos@widseth.com

Enc: Bid Abstract
CC: File, Mike Pederson

**BECKER COUNTY DEMOLITION LANDFILL SW-311 PHASE 29, 32, AND 35 CONSTRUCTION
(#8622780)**

Owner: Becker County Environmental Services

Solicitor: Widseth Smith Nolting - Provider

08/24/2023 11:00 AM CDT

Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Dennis Drewes INC		Burski Excavating, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Phase 29, 32, and 35 Construction						\$411,500.00		\$252,560.00		\$284,963.00
1	2021.501	MOBILIZATION	LUMP SUM	1	\$22,700.00	\$22,700.00	\$5,000.00	\$5,000.00	\$30,000.00	\$30,000.00
2	2101.505	CLEARING	ACRE	4	\$8,000.00	\$32,000.00	\$2,000.00	\$8,000.00	\$2,500.00	\$10,000.00
3	2101.505	GRUBBING	ACRE	4	\$8,000.00	\$32,000.00	\$2,000.00	\$8,000.00	\$2,500.00	\$10,000.00
4	2106.507	EXCAVATION - COMMON	CU YD	68800	\$4.00	\$275,200.00	\$2.95	\$202,960.00	\$3.15	\$216,720.00
5	2104.502	ABANDON & SEAL WELL SHAFT	EACH	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00
6	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	240	\$3.00	\$720.00	\$4.50	\$1,080.00	\$4.60	\$1,104.00
7	2573.503	SILT FENCE, TYPE MS	LIN FT	200	\$3.00	\$600.00	\$5.00	\$1,000.00	\$5.75	\$1,150.00
8	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	320	\$4.00	\$1,280.00	\$4.75	\$1,520.00	\$4.60	\$1,472.00
9	2575.605	TURF ESTABLISHMENT	ACRE	3	\$15,000.00	\$45,000.00	\$8,000.00	\$24,000.00	\$4,439.00	\$13,317.00
Base Bid Total:						\$411,500.00		\$252,560.00		\$284,963.00

**BECKER COUNTY DEMOLITION LANDFILL SW-311 PHASE 29, 32, AND 35 CONSTRUCTION
(#8622780)**

Owner: Becker County Environmental Services

Solicitor: Widseth Smith Nolting - Provider

08/24/2023 11:00 AM CDT

Line Item	Item Code	Item Description	UofM	Quantity	RL Larson Excavating Inc.		Frattalone Companies		Racer Construction, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Phase 29, 32, and 35 Construction						\$287,504.00		\$291,682.00		\$325,100.00
1	2021.501	MOBILIZATION	LUMP SUM	1	\$15,000.00	\$15,000.00	\$58,670.00	\$58,670.00	\$30,000.00	\$30,000.00
2	2101.505	CLEARING	ACRE	4	\$4,000.00	\$16,000.00	\$4,220.00	\$16,880.00	\$3,000.00	\$12,000.00
3	2101.505	GRUBBING	ACRE	4	\$4,000.00	\$16,000.00	\$4,220.00	\$16,880.00	\$3,000.00	\$12,000.00
4	2106.507	EXCAVATION - COMMON	CU YD	68800	\$3.10	\$213,280.00	\$2.60	\$178,880.00	\$3.60	\$247,680.00
5	2104.502	ABANDON & SEAL WELL SHAFT	EACH	1	\$2,500.00	\$2,500.00	\$4,750.00	\$4,750.00	\$1,500.00	\$1,500.00
6	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	240	\$4.60	\$1,104.00	\$4.20	\$1,008.00	\$5.00	\$1,200.00
7	2573.503	SILT FENCE, TYPE MS	LIN FT	200	\$5.10	\$1,020.00	\$5.30	\$1,060.00	\$4.00	\$800.00
8	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	320	\$5.00	\$1,600.00	\$4.20	\$1,344.00	\$6.00	\$1,920.00
9	2575.605	TURF ESTABLISHMENT	ACRE	3	\$7,000.00	\$21,000.00	\$4,070.00	\$12,210.00	\$6,000.00	\$18,000.00
Base Bid Total:						\$287,504.00		\$291,682.00		\$325,100.00

**BECKER COUNTY DEMOLITION LANDFILL SW-311 PHASE 29, 32, AND 35 CONSTRUCTION
(#8622780)**

Owner: Becker County Environmental Services

Solicitor: Widseth Smith Nolting - Provider

08/24/2023 11:00 AM CDT

Line Item	Item Code	Item Description	UofM	Quantity	Sellin Brothers, Inc.		J.R. Ferche, Inc.		Rachel Contracting, LLC	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Phase 29, 32, and 35 Construction						\$328,999.00		\$338,196.00		\$380,601.00
1	2021.501	MOBILIZATION	LUMP SUM	1	\$28,897.00	\$28,897.00	\$14,000.00	\$14,000.00	\$94,800.00	\$94,800.00
2	2101.505	CLEARING	ACRE	4	\$2,700.00	\$10,800.00	\$4,500.00	\$18,000.00	\$4,688.25	\$18,753.00
3	2101.505	GRUBBING	ACRE	4	\$2,700.00	\$10,800.00	\$4,000.00	\$16,000.00	\$2,345.00	\$9,380.00
4	2106.507	EXCAVATION - COMMON	CU YD	68800	\$3.80	\$261,440.00	\$3.92	\$269,696.00	\$3.55	\$244,240.00
5	2104.502	ABANDON & SEAL WELL SHAFT	EACH	1	\$1,700.00	\$1,700.00	\$1,500.00	\$1,500.00	\$2,350.00	\$2,350.00
6	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	240	\$4.15	\$996.00	\$5.00	\$1,200.00	\$6.90	\$1,656.00
7	2573.503	SILT FENCE, TYPE MS	LIN FT	200	\$5.19	\$1,038.00	\$6.00	\$1,200.00	\$4.31	\$862.00
8	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	320	\$4.15	\$1,328.00	\$5.00	\$1,600.00	\$8.00	\$2,560.00
9	2575.605	TURF ESTABLISHMENT	ACRE	3	\$4,000.00	\$12,000.00	\$5,000.00	\$15,000.00	\$2,000.00	\$6,000.00
Base Bid Total:						\$328,999.00		\$338,196.00		\$380,601.00

**BECKER COUNTY DEMOLITION LANDFILL SW-311 PHASE 29, 32, AND 35 CONSTRUCTION
(#8622780)**

Owner: Becker County Environmental Services

Solicitor: Widseth Smith Nolting - Provider

08/24/2023 11:00 AM CDT

Line Item	Item Code	Item Description	UofM	Quantity	Boit Excavating LLC		Gladen Construction inc		Ferguson Asphalt Paving Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Phase 29, 32, and 35 Construction						\$389,408.00		\$396,460.00		\$489,404.00
1	2021.501	MOBILIZATION	LUMP SUM	1	\$10,000.00	\$10,000.00	\$34,600.00	\$34,600.00	\$35,000.00	\$35,000.00
2	2101.505	CLEARING	ACRE	4	\$6,000.00	\$24,000.00	\$2,500.00	\$10,000.00	\$1,250.00	\$5,000.00
3	2101.505	GRUBBING	ACRE	4	\$1,250.00	\$5,000.00	\$4,500.00	\$18,000.00	\$1,250.00	\$5,000.00
4	2106.507	EXCAVATION - COMMON	CU YD	68800	\$4.68	\$321,984.00	\$4.60	\$316,480.00	\$6.10	\$419,680.00
5	2104.502	ABANDON & SEAL WELL SHAFT	EACH	1	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00
6	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	240	\$4.15	\$996.00	\$4.00	\$960.00	\$5.00	\$1,200.00
7	2573.503	SILT FENCE, TYPE MS	LIN FT	200	\$5.00	\$1,000.00	\$5.00	\$1,000.00	\$5.00	\$1,000.00
8	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	320	\$3.13	\$1,000.00	\$4.00	\$1,280.00	\$3.20	\$1,024.00
9	2575.605	TURF ESTABLISHMENT	ACRE	3	\$7,976.00	\$23,928.00	\$3,880.00	\$11,640.00	\$6,000.00	\$18,000.00
Base Bid Total:						\$389,408.00		\$396,460.00		\$489,404.00



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: August 30, 2023

SUBJECT: Demolition Landfill Cell construction contract

THROUGH: Environmental Services Committee

TO: Becker County Commission

1. **Reference:** Demolition Landfill Expansion
2. **Discussion:** The open demolition landfill cell will be at capacity by spring 2024, a new cell was designed and bid out. The lowest bid was Dennis Drewes Inc. for the amount of \$252,560. This is a large cell and should have enough capacity for approximately four (4) years. As part of the permitting to allow for the excavation of the new cell and permitting of additional capacity the County will likely be required to install additional groundwater testing wells in the spring of 2024.
3. **Funding:** Fund 18. The budgeted amount was \$160,000.
4. **Action:** Award the bid of \$252,560.00 to Dennis Drewes Inc. to construct Phases 29, 32, and 35 of the County Demolition Landfill (permit SW-311) Construction Project as bid out by Widseth on behalf of Becker County on August 24, 2023.
5. The point of contact for this memorandum is Steve.Skoog@co.becker.mn.us or by phone at 846-7310.

Distribution: County Commissioners
County Administrator



55 North Third St.
 Fargo, ND 58102
 Phone #: 701.293.9561
 Fax #: 701.241.6725

QUOTATION
205016301

Page 1

Bill To:
 Becker Co. Environmental Services
 24413 County Hwy 144
 Detroit Lakes, MN 56501-0000

Ship To:
 Becker Co. Environmental Services
 24413 County Hwy 144
 Detroit Lakes, MN 56501-0000

Attn: Dean Haverkamp
 218-849-9747

Date: 08/15/2023		Customer Rep: Trista Walla		Terms: 2	
Qty	Item	Description	Unit Price	Extended	
6	AAH02RDC9VA1 N-P	XPR 3300E 403-512 NKP WIFI CAPABLE Package	830.70	4984.20	
6	AAH02RDC9VA1 N	XPR 3300E 403-512 NKP WIFI CAPABLE	00.00	00.00	
6	QA02304AC+AC	ADD: UHF WHIP ANTENNA (403-512)	00.00	00.00	
6	STDBAT0446+AG	STANDARD BATTERY	00.00	00.00	
6	STDBOX0446+AA	STANDARD MODEL BOX	00.00	00.00	
6	STDCHG0446+AA	IMPRES SUC W/ SMPS (WPLN4232)	00.00	00.00	
6	STDESS0446AA+AA	5YR ESSENTIAL REPAIR	00.00	00.00	
6	STDSMA0771AA+AA	STANDARD 5 YEAR SMA AND SW FEATURES	00.00	00.00	
1	FCC LICENSE	FCC LICENSE FEE	750.00	750.00	
6	PMMN4071A	MICROPHONE,IMPRES RSM LARGE 3.5 JACK NC	106.00	636.00	
1	pmpn4284A	CHARGER DESKTOP MULTI-UNIT IMPRES 2 1 DI	707.40	707.40	



55 North Third St.
Fargo, ND 58102
Phone #: 701.293.9561
Fax #: 701.241.6725

QUOTATION

Page 2

205016301

Bill To:

Becker Co. Environmental Services
24413 County Hwy 144
Detroit Lakes, MN 56501-0000

Ship To:

Becker Co. Environmental Services
24413 County Hwy 144
Detroit Lakes, MN 56501-0000

Attn: Dean Haverkamp
218-849-9747

Date: 08/15/2023		Customer Rep: Trista Walla		Terms: 2	
Qty	Item	Description	Unit Price	Extended	

Subtotal : \$7077.60
Tax : \$0.00
Total Quote : \$7077.60

Quote valid for 30 days

Quotes exceeding \$10,000 are subject to a 50% down payment. If applicable, progress payments may be required.



55 North Third St.
 Fargo, ND 58102
 Phone #: 701.293.9561
 Fax #: 701.241.6725

QUOTATION
205016305

Page 1

Bill To:
 Becker Co. Environmental Services
 24413 County Hwy 144
 Detroit Lakes, MN 56501-0000

Ship To:
 Becker Co. Environmental Services
 24413 County Hwy 144
 Detroit Lakes, MN 56501-0000

Attn: Dean Haverkamp
 218-849-9747

Date: 08/15/2023		Customer Rep: Trista Walla		Terms: 2	
Qty	Item	Description	Unit Price	Extended	
10	AAH02RDC9VA1 N-P	XPR 3300E 403-512 NKP WIFI CAPABLE Package	784.55	7845.50	
10	AAH02RDC9VA1 N	XPR 3300E 403-512 NKP WIFI CAPABLE	00.00	00.00	
10	QA02304AC+AC	ADD: UHF WHIP ANTENNA (403-512)	00.00	00.00	
10	STDBAT0446+AG	STANDARD BATTERY	00.00	00.00	
10	STDBOX0446+AA	STANDARD MODEL BOX	00.00	00.00	
10	STDCHG0446+AA	IMPRES SUC W/ SMPS (WPLN4232)	00.00	00.00	
10	STDESS0446AA+AA	5YR ESSENTIAL REPAIR	00.00	00.00	
10	STDSMA0771AA+AA	STANDARD 5 YEAR SMA AND SW FEATURES	00.00	00.00	
1	FCC LICENSE	FCC LICENSE FEE	750.00	750.00	
10	PMMN4071A	MICROPHONE,IMPRES RSM LARGE 3.5 JACK NC	106.00	1060.00	
1	pmpn4284A	CHARGER DESKTOP MULTI-UNIT IMPRES 2 1 DI	707.40	707.40	



55 North Third St.
Fargo, ND 58102
Phone #: 701.293.9561
Fax #: 701.241.6725

QUOTATION

Page 2

205016305

Bill To:

Becker Co. Environmental Services
24413 County Hwy 144
Detroit Lakes, MN 56501-0000

Ship To:

Becker Co. Environmental Services
24413 County Hwy 144
Detroit Lakes, MN 56501-0000

Attn: Dean Haverkamp

218-849-9747

Date: 08/15/2023		Customer Rep: Trista Walla		Terms: 2	
Qty	Item	Description	Unit Price	Extended	

Subtotal :	\$10362.90
Tax :	\$0.00
Total Quote :	\$10362.90

Quote valid for 30 days

Quotes exceeding \$10,000 are subject to a 50% down payment. If applicable, progress payments may be required.

MOTOTRBO™ XPR™ 3000e SERIES

YOU'RE MORE PRODUCTIVE, CONNECTED.

With this dynamic evolution of MOTOTRBO digital two-way radios, you're better connected, safer and more efficient. The XPR 3000e Series is designed for the everyday worker who needs effective communications. With systems support and loud, clear audio, these next-generation radios deliver cost-effective connectivity to your organization.

CONNECTED

The MOTOTRBO XPR 3000e Series is a family of DMR-standard digital radios that delivers operations-critical voice communications. Bluetooth® audio lets you talk without wires and integrated Wi-Fi® enables remote software updates, giving you complete control of your radio fleet. With support for basic trunking as well as legacy analog technology, you can keep your organization connected as it grows.

SAFE

The XPR 3000e Series is designed to enhanced safety in your organization, with the rapid response capability of instant push-to-talk communications. Even if a worker is unresponsive, you can remotely activate the radio to check status ensuring your worker is safe. Privacy options are available to protect your communications, and radios can be remotely disabled if they are misplaced. New HazLoc models are available for use in areas where flammable or explosive materials are present.

EFFICIENT

With new noise cancellation technology and improved clarity, the XPR 3000e Series delivers excellent audio quality to make your workplace communications clearly intelligible. The latest energy technology delivers up to 28.5 hours of battery life for 3-shift working, and the optional IMPRES Over-the-Air Battery Management tool helps you maximize battery lifetime. An improved receiver boosts range by up to 8%, allowing you to reach further than ever.



NEXT GENERATION FEATURES

- Integrated Wi-Fi®
- Over-the-air software updates
- Bluetooth® 4.0
- Enhanced audio quality
- Improved expandability
- Better battery life (up to 28.5 hours)
- Better range (up to 8%)
- Better waterproofing (IP67)
- HazLoc models available



GENERAL SPECIFICATIONS

	LIMITED KEYPAD (LKP) MODEL		NO KEYPAD (NKP) MODEL	
	XPR 3500e		XPR 3300e	
Model Number	XPR 3500e		XPR 3300e	
Band	VHF	UHF	VHF	UHF
Frequency	136-174 MHz	403-512 MHz	136-174 MHz	403-512 MHz
High Power Output	5 W	4 W	5 W	4 W
Low Power Output	1 W	1 W	1 W	1 W
Channel Spacing	12.5, 25* kHz			
Channel Capacity	128		16	
Dimensions (H x W x D), Radio + Standard Battery	4.8 x 2.2 x 1.4 in (122 x 56 x 36 mm)			
Weight, Radio + Standard Battery	10 oz (281 g)		9 oz (264 g)	
Dimensions (H x W x D), Radio + High Capacity Battery	4.8 x 2.2 x 1.7 in (122 x 56 x 42 mm)			
Weight, Radio + High Capacity Battery	11 oz (309 g)		10 oz (292 g)	
FCC Description	AZ489FT7069	AZ489FT7068	AZ489FT7069	AZ489FT7068
IC Description	109U-89FT7069	109U-89FT7068	109U-89FT7069	109U-89FT7068
Digital / Analog Battery Life ¹ , Standard 2100 mAh Battery	19.5 / 14.0	18.5 / 14.0	19.5 / 14.0	18.5 / 14.0
Digital / Analog Battery Life ¹ , High Capacity 3000 mAh Battery	28.5 / 21.0	27.5 / 21.0	28.5 / 21.0	27.5 / 21.0
Power Supply (Nominal)	7.5 V			



TRANSMITTER SPECIFICATIONS

4FSK Digital Modulation	12.5 kHz Data: 7K60F1D and 7K60FXD, 12.5 kHz Voice: 7K60F1E and 7K60FXE, Combination of 12.5 kHz Voice and Data: 7K60F1W
Digital Protocol	ETSI TS 102 361-1, -2, -3
Conducted/Radiated Emissions (TIA603D)	-36 dBm < 1GHz, -30 dBm > 1GHz
Adjacent Channel Power	60dB (12.5 kHz channel), 70dB (25* kHz channel)
Frequency Stability	± 0.5 ppm

RECEIVER SPECIFICATIONS

Analog Sensitivity (12dB SINAD)	0.16 µV
Digital Sensitivity (5% BER)	0.14 µV
Intermodulation (TIA603D)	70 dB
Adjacent Channel Selectivity, (TIA603A)-1T	60 dB (12.5 kHz channel), 70 dB (25* kHz channel)
Adjacent Channel Selectivity, (TIA603D)-2T	45 dB (12.5 kHz channel), 70 dB (25* kHz channel)
Spurious Rejection (TIA603D)	70 dB

BLUETOOTH SPECIFICATIONS³

Version	4.0
Range	Class 2, 33 ft (10 m)
Supported Profiles	Bluetooth Headset Profile (HSP), Serial Port Profile (SPP), Motorola fast push-to-talk.
Simultaneous Connections	1 x audio accessory
Permanent Discoverable Mode	Optional

AUDIO SPECIFICATIONS

Digital Vocoder Type	AMBE+2™
Audio Response	TIA603D
Rated Audio	0.5 W
Audio Distortion at Rated Audio	3%
Hum and Noise	-40 dB (12.5 kHz channel), -45 dB (25* kHz channel)
Conducted Spurious Emissions (TIA603D)	-57 dBm

WI-FI SPECIFICATIONS

Standards Supported	IEEE 802.11b, 802.11g, 802.11n
Security Protocol Supported	WPA, WPA-2, WEP
Maximum Number of SSIDs	64

ENVIRONMENTAL SPECIFICATIONS

Operating Temperature ²	-22 °F to +140 °F (-30 °C to +60 °C)
Storage Temperature	-40 °F to +185 °F (-40 °C to +85 °C)
Electrostatic Discharge	IEC 61000-4-2 Level 4
Dust and Water Intrusion	IEC 60529 - IP67, 3.3 ft (1m) for 30 mins
Packaging Test	MIL-STD 810D and E

HAZLOC CERTIFICATION

When properly equipped with Motorola UL-Approved battery, XPR 3000e Series radios are UL-Approved to TIA-4950 for use in Hazardous Locations, Division 1, Class I, II, III, Groups C,D,E, F, G; Division 2, Class 1, Groups A,B,C,D, T3C. Tamb = -25°C to +60 °C.

NOTES

1: Typical battery life, 5/5/90 profile at maximum transmitter power with Wi-Fi and applications disabled. Actual observed runtimes may vary.

2: Radio only. Specialized low-temperature battery required for operation below 14 °F (-10 °C)

3: Please check for availability of Bluetooth functionality.

Specifications subject to change without notice. All specifications shown are typical values.

*25 kHz channels not available in USA.

CONNECTION

- VHF Band, 5 W
- UHF Band, 4 W
- LKP Models: Mono screen, limited keypad, 128 channels
- NKP Models: No screen or keypad, 16 channels
- Analog and Digital
- Voice and text only
- Integrated Wi-Fi
- Bluetooth Audio³
- Canned Text Messaging
- Voice Announcement
- Home Channel Reminder

AUDIO

- Intelligent Audio
- IMPRES Audio
- SINC+ Noise Cancellation
- Acoustic Feedback Suppressor
- User-Selectable Audio Profiles
- Trill Enhancement
- Switch Speaker

CUSTOMIZATION

- Wide range of Accessories
- Slim GCAI Connector
- 4 Programmable Buttons (LKP)
- 2 Programmable Buttons (NKP)

MANAGEMENT

- Radio Management
- Over-the-Air Programming
- Over-the-Air Software Update
- IMPRES Energy
- IMPRES Battery Management
- Over-the-Air Battery Management

SYSTEMS

- Dual Capacity Direct Mode
- Conventional
- IP Site Connect
- Capacity Plus Single/Multi Site

SAFETY

- Lone Worker
- Basic Privacy
- Enhanced Privacy
- Transmit Interrupt (Decode)
- Transmit Interrupt (Encode)
- Digital Emergency
- Emergency Search Tone
- Remote Monitor (Decode)
- Radio Disable / Enable (Decode)
- HazLoc certification
- Waterproof to IP67
- Rugged to MIL-STD 810

• Optional

MILITARY STANDARDS

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temp	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.5	I/A1, II/A1
Low Temp	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temp Shock	503.1	I	503.2	I/A1/C3	503.3	A1/C3	503.4	I	503.5	I-C
Solar Radiation	505.1	II	505.2	I/Hot-Dry	505.3	I/Hot-Dry	505.4	I/Hot-Dry	505.5	I-A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II/Hot-Humid	507.3	II/Hot-Humid	507.4	-	507.5	II/Hot-Humid
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	-	509.5	-
Dust	510.1	I, II	510.2	I, II	510.3	I, II	510.4	I, II	510.5	I, II
Vibration	514.2	VIII/F, W, XI	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24, II/5	514.6	I/24, II/5
Shock	516.2	II	516.3	I, IV	516.4	I, IV	516.5	I, IV	516.6	I, IV

To get connected with MOTOTRBO, please contact your local Motorola representative or visit motorolasolutions.com/MOTOTRBO



MOTOTRBO™
DIGITAL REMASTERED.

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. motorolasolutions.com

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	Eco Sandblast & Paint	Advanced Sandblast & Paint LLC	A1A Sandblasting
primer	Recoatable epoxy primer	Diamond Vogel epoxy	
thickness	4-6 Mills	3.5-6 mills	6 mills
topcoat	Acrolon 218	Urathan	
thickness	3-6 mills	2.5-3.5 mills	4 mills
sandblast/prime/paint 18000 gallon tank	\$6,800	\$6,200	8500
cost to sandblast gas dispenser	\$3,000	\$350	
cost to prime and paint gas dispenser	\$3,800	\$500	
owner	Levi Peterson	Allen Marjama	Scott Marjama
phone	7015401818	7014294886	



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: August 30, 2023

SUBJECT: Grind Brush & clean wood waste.

THROUGH: Environmental Services Committee

TO: Becker County Commission

1. **Reference:** Annual wood grinding
2. **Discussion:** The City of Detroit Lakes and Becker County annually grind the wood biomass at the city yard waste site and clean waste wood at the County Solid Waste Campus. The mobilization cost was split 50/50 and the cost to grind the yard waste biomass is split between Detroit Lake City (70%) and Becker County (30%). The County is responsible for all costs related to the County Solid Waste Campus.

Harbo Mulch Inc. has proposed to grind the City Yard Waste site brush pile for a amount not to exceed \$8,775. The County clean wood waste would be ground to a 1.5" minus spec, they can grind at approximately 12 tons/hour. The machinery rates are as follows:

Grinder - \$395/hour
Wheel loader -\$135/hour
Log loader - \$120/hour

2022 grinding cost was as follows:

Becker County \$13,910
Detroit Lakes \$7,840

Estimated Becker County cost is \$18,000 – approximately 50% of last years pile plus 2023 volume will be ground.

3. **Funding:** Fund 18. The budgeted amount was \$18,000.

4. **Action:** Board motion approving up to \$26,775 to contract with Harbo Mulch Inc. to grind brush at the City of Detroit Lakes yard waste site and clean wood waste at the Becker County Solid Waste Campus.
5. The point of contact for this memorandum is Steve.Skoog@co.becker.mn.us or by phone at 846-7310.

Distribution: County Commissioners
County Administrator



BECKER COUNTY

HIGHWAY DEPARTMENT

1771 Tower Road • Detroit Lakes, MN 56501

218-847-4463

MEMORANDUM

Date: August 31, 2023

To: Becker County Board of Commissioners

From: Jim Olson, County Engineer

Subject: Wetland Delineation Quote approval

Background: The Highway 5 year plan includes a grade widening project on CSAH 7 and CSAH 16 in 2025. Widening the road will impact wetlands immediately adjacent to the roadway. Surveying the wetlands along the roadside is needed so that we can determine any impacts to the wetlands and what mitigation will be required.

Recommended Action: Approve the low quote from Houston Engineering in the amount of \$10,841 and authorize the County Engineer to enter into an agreement for the needed professional services.

August 31, 2023

Brian Shepard
Becker County Highway Department
1771 North Tower Road
Detroit Lakes, MN 56501

Subject: Quote for Wetland Delineation – Becker County CSAH 7/16

Mr. Shepard,

We appreciate the opportunity to provide this quote for environmental services for the Becker County Highway Department. The delineation work in this quote includes providing on-site field delineation services as outlined in the US Army Corps of Engineers 1987 Manual for Wetland Delineation – Great Plains Supplement. The delineation corridor is approximately 10 miles long and is 150 feet wide centered on the existing roadway and is in Atlanta Township.

The delineation report will include results of the on-site field aquatic resources delineation work. Field sample points and wetland boundaries will be recorded with a professional Trimble GPS unit. Report documents and data will be provided in hard copy and electronic formats. Shapefiles of sample point locations and wetland polygons will be provided with the delineation report if requested.

Items provided by the Becker County Highway Department:

1. Access to the property and permission to sample the soils and vegetation contained within the project area.
2. Scheduling flexibility to avoid inclement weather conditions that would prohibit completion of the fieldwork.

Quote for field delineation of aquatic resources delineation report:

- **\$10,841**

The work outlined in this proposal will be completed in a timely manner and will commence upon return of this accepted proposal. Houston Engineering, Inc's (HEI) receipt of this accepted proposal constitutes a contract between us and Becker County into which the enclosed HEI General Terms and Conditions dated January 24, 2017 are hereby incorporated by reference. This proposal is valid until October 30, 2023.

Thank you for the opportunity to provide this quote letter. We look forward to working with you on this project. Should you have any questions, please call me at 701.237.5065 (office) or 701.371.9867 (cell).

Sincerely,

HOUSTON ENGINEERING, INC.



Mark D. Aanenson

Acceptance by _____

Date: _____

MDA:hp
Enclosure

August 21, 2013

TO: Becker County Highway Department
1771 North Tower Road
Detroit Lakes, MN 56501
Attn: Brian Shepard

FOR: Wetland Delineation Quote
Becker CSAH 7/16 Improvement Project
Atlanta and Walworth Townships

Scope of Work

- Follow current ACOE Clean Water Act (CWA) and BWSR Wetland Conservation Act (WCA) protocol to delineate and flag all wetlands requiring a replacement plan within 75 feet of the Becker CSAH 7/16 centerline (+/-10 miles) along the route depicted on the attached map (Site).
- Since much of the Site is in crop production, an Offsite Hydrology Assessment (OHA) will be required following methods outlined in the BWSR and St Paul District ACOE technical guidance document *Guidance for Offsite Hydrology/Wetland Determinations* (Level 1).
- The OHA will focus on identifying the presence or absence of wetlands within the tillable portions of the Site, which will help establish if road ditches with wetland characteristics classify as *Incidental* (WCA) and/or *Linear Ditches* (CWA) which are likely exempt from replacement plan requirements (unregulated).
- Provide the OHA Report to the LGU for review and comment. Then establish which wetlands within the Site require delineation via the Routine On-Site Method (Level 2).
- Delineate and flag all regulated wetlands within the Site. Meet the LGU on-site to review the delineated wetland boundaries for preliminary approval prior to surveying.
- Coordinate with the Becker County survey crew to locate all flags following LGU approval.
- Generate a Level 3 Wetland Delineation Report (electronic) including all findings, maps, identified wetland types (Circular 39 and Eggers and Reed Plan Communities), and supporting information following ACOE, DNR, and BWSR guidelines.
- Submit the Wetland Delineation Report to the LGU for review and work with the LGU to submit a formal Notice of Decision.

The flat fee amount of this work is **\$12,250**. We anticipate completing OHA work would be completed in September 2023 and the onsite work completed immediately afterwards, or in October 2023. If you have any questions, please do not hesitate to contact me at (320) 589-9893. Otherwise, an email would be sufficient to let us know if you'd like us to get started.

Thanks

Jason Kirwin

President/Certified Wetland Delineator #1108





BECKER COUNTY

HIGHWAY DEPARTMENT

1771 N Tower Road • Detroit Lakes, MN 56501

218-847-4463

MEMORANDUM

Date: September 5, 2023

To: Becker County Board of Commissioners

From: Jim Olson, County Engineer

Subject: Request to dispose of County property

Discussion: Staff is requesting to sell County property by means of an online auction utilizing the services of Auction Block in Audubon. Property to be sold will include a 2009 Tandem Plow Truck and a 1995 Pup Trailer.

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 09-23-1F

Final Acceptance Project

SAP 003-637-021

WHEREAS, Project Number, SAP 003-637-021 consisting of Reclaiming, Bituminous Surfacing & Aggregate Shouldering contracted with Mark Sand and Gravel Co., Fergus Falls, MN, previously adopted by the County Board, has in all things been completed in accordance with and pursuant to the terms of the contract, and the County Board being fully advised in the premises thereof;

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, accepts said completed project and authorizes final payment in the amount of \$82,386.29 prepared and processed by the Highway Department.

Duly adopted this 5th day of September 2023, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Pat Oman

Pat Oman
County Administrator

/s/ Barry Nelson

Barry Nelson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held September 5, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator



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

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

BECKER COUNTY ENGINEER
CONSTRUCTION IMPROVEMENT PROJECT
CERTIFICATE OF PERFORMANCE

Project Number: Project SAP 003-637-021
Contract Number: 63721
Name of Contractor: Mark Sand & Gravel Co.
Type of Work: Reclaiming, Bituminous Surfacing and Aggregate
Shouldering
Total Value of Work: \$1,642,975.88
Contract Amount: \$1,635,024.95

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

Date: 8-30-23

Signature: 

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

FINAL SUMMARY AND VERIFICATION OF CONTRACT COSTS

PROJECT NUMBER: SAP 003-637-021

LOCATION: CSAH 37, from TH 34 to Shell Lake Public Access

CONTRACTOR: Mark Sand & Gravel Co.

PROJECT DESCRIPTION: Reclaiming, Bituminous Surfacing and Aggregate Shouldering

LETTING DATE: February 16, 2023 FINAL COMPLETION DATE: June 12, 2023


Engineer's Estimate	Contract Amount	Final Cost
\$1,608,217.30	\$1,635,024.95	\$1,642,975.88

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

Minimal increase.

Explanation of cost variance between Contract Amount and Final Cost:

Bituminous density and ride incentives.



Becker County Engineer

8/30/23

Dated



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

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

BECKER COUNTY ENGINEER
CONSTRUCTION IMPROVEMENT PROJECT
CERTIFICATE OF PERFORMANCE

Project Number:	Project SAP 003-639-017
Contract Number:	63917
Name of Contractor:	Dennis Drewes, Inc
Type of Work:	Shoulder Widening & Aggregate Shouldering
Total Value of Work:	\$1,361,695.39
Contract Amount:	\$1,396,049.30

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

Date: 8-30-23

Signature: 
James D. Olson, P.E.

Becker County Engineer

Registered Prof. Eng. No. 41294

**FINAL SUMMARY AND VERIFICATION
OF CONTRACT COSTS**

PROJECT NUMBER: SAP 003-639-017

LOCATION: CSAH 39, from CSAH 38 & TH 34

CONTRACTOR: Dennis Drewes, Inc

PROJECT DESCRIPTION: Shoulder Widening & Aggregate Shouldering

LETTING DATE: May 24, 2022 FINAL COMPLETION DATE: May 19, 2023

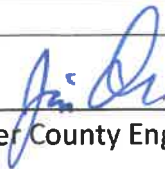
Engineer's Estimate	Contract Amount	Final Cost
\$1,366,456.00	\$1,396,049.30	\$1,361,695.39

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

Minimal increase.

Explanation of cost variance between Contract Amount and Final Cost:

Required less aggregate shouldering in approaches and road connections.



Becker County Engineer

8/30/23

Dated

One-Time Equipment Incentive Credit Offer

Verizon Wireless is pleased to introduce this one-time Offer to
Becker County Sheriff's Office ("Customer").

Availability:	Eligible Subscriber Lines: Customer's newly activated Government Subscriber Lines qualify to receive this offer in accordance with the Offer Requirements below. This Offer must be accepted by (insert acceptance date) or it will expire August 31, 2023 . If accepted, the offer must be completed within thirty (30) days following the Effective Date of this Letter of Acknowledgment form ("Promo Period").
One-Time Equipment Incentive Offer:	<p>\$999.99 Equipment Incentive Credit Offer: Provided Customer activates a minimum of twenty-nine (29) Eligible Government Subscriber lines on a customer provided equipment (CPE) Cradlepoint router device, on a Public Safety plan with a monthly access fee of \$39.99, within the Promo Period, Verizon Wireless will provide Customer up to \$999.99 in Equipment Incentive Credits to each Eligible Government Subscriber line. The credit will be applied to Customer's invoice within ninety (90) days from the end of the offer period, and will appear as "Other Charges and Credits." Any of the twenty-nine (29) Eligible Government Subscriber lines taking advantage of the Equipment Incentive Credit Offer that are deactivated or changed to an ineligible rate plan during the "Promo Period" will not be eligible to receive the credit offer. No exceptions.</p> <p>Please Note: Customer is required to provide Verizon Wireless with a copy of the paid current invoice of each customer provided equipment (CPE) Cradlepoint router device purchased under the agreement, in order to be reimbursed for the cost of equipment.</p>
Terms and Conditions:	<p>Offer Recovery: If Customer disconnects an Eligible Government Subscriber line from the Verizon network prior to the expiration of thirty-six (36) months after the date of activation, Verizon Wireless reserves the right to recover an Offer Recovery for the disconnected Eligible line. The Offer Recovery Fee will be up to \$999.99 or the final cost of equipment for the Eligible Line, less 1/36 (up to \$27.78) of that amount for each month the Eligible Subscriber Line was connected and actively billing.</p> <p>This Offer is subject to availability and is not subject to any substitutions. This Offer cannot be combined with any other generally available equipment or accessory offers, credits, discount programs, or promotions. This offer is not available for entities requesting or receiving E-Rate funding. Equipment discount incentives, credits, and or plans extended to the Becker County Sheriff's Office expressly exclude business from E-Rate participating customers. This offer is being extended to the Becker County Sheriff's Office under the NASPO ValuePoint Master #152 Contract. Please indicate acceptance of this offer, and acknowledgement that the Becker County Sheriff's Office is not currently receiving, and has no future plans to receive any E-Rate funding by signing and returning the acknowledgement at the bottom of this letter. This Offer is subject to the terms and conditions of the NASPO ValuePoint Master #152 Contract.</p>

Customer Acknowledgement:

I acknowledge that I have received the attached limited time equipment and subsidy Offer and that I agree to the terms and conditions set forth.

Eligible Customer/Company Name: Becker County Sheriff's Office	Profile ID: 2403882
Customer Print Name/Title <i>Todd Glander - Sheriff</i>	
Authorized Signature: 	Effective Date: <i>08/30/2023</i>

MAM/NAM/BAE Completed By: _____

Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Cradlepoint equipment

The Becker County Sheriff's Office has been struggling with county-wide data coverage for our mobile squad computers for many years. Areas of the county have little or no coverage like the Sugarbush/Strawberry Lake/Tamarac Refuge area, Evergreen area, Wadena/Hubbard/Becker County Line area, and Highway 113 area. When calls occur in these areas, the officers are not able to use the information at their fingertips like running driver's licenses and license plates, obtaining booking photos or driver's license photos to positively identify individuals, issue citations, positively identify prescription pills, type reports, look up involvement history with individuals, write search warrants, and other technology related tasks.

Two years ago, the Sheriff's Office switched vendors from Verizon to FirstNet (AT&T). As part of this switch, FirstNet provided "credits" to use to purchase equipment designed to enhance our coverage in the county. Those devices were called HPUE's (High Powered User Equipment). Those devices were similar to, but different from Cradlepoint technology, which is proven technology and has been around for many years. Cradlepoints have been used by many Law Enforcement agencies, as well as other users that have reported great successes with Cradlepoint technology to increase data coverage and allow the squad car to be turned into a mini-network inside of the squad car. White Earth Tribal Police Department has been using these devices for a couple of years and have boasted that is solved their coverage issues. The HPUE's were built by Airgain and sold to FirstNet as a product to market. The idea behind the HPUE's was to compete with devices like Cradlepoints. Airgain appears to have oversold the technology, functionality, and reliability.

We, along with other agencies, have struggled to make these units work to their full potential. While some units have performed extremely well with no issues, others have had issues ranging from:

- Water seepage into the antenna unit. This causes the electronics in the units to fail and needs a unit replacement.
- Sporadic coverage or "bouncing" coverage where the unit will not provide uninterrupted service. This is in areas where it is known that coverage is adequate without the HPUE. Coverage may go in and out repeatedly or the device may lock up entirely, causing the user to have to pull all their equipment out of the rear of their vehicle to get to the technology portion of the squad car to do a reset of that unit.
- Extremely poor coverage. This is also in areas of known coverage where it actually reduces the coverage area if we were to not use the HPUE. Examples were directly under our canopy. We could get service with a hotspot on our phone with AT&T, but not the HPUE on AT&T, which is supposed to boost coverage.

Airgain has tried to stand behind their product and provided entirely new units to Becker County. FirstNet also provided additional credits to Becker County to cover the costs of the installation costs of swapping out those units. The new units perform better than the old units, but we have still had issues. We had one water seepage failure already, and have approximately 6 units that still do not perform well and are unreliable. We believe that the units that are performing well, may not in time given the history of these units. Many hours have also been spent troubleshooting problems and trying to “fix” these units by Chief Deputy Richard, Deputy Sheriff’s Deputies, Becker County IT, and our police equipment installer, which has taken time away from other necessary duties.

Verizon has secured a “One-Time Equipment Incentive Credit Offer” similar to the credits that FirstNet offered us two years ago. Verizon will credit us \$999.99 per line activated through them to switch from FirstNet (AT&T) to Verizon as long as we commit to 29 units (this will be for all squads, spares, and command post). Those credits of \$28,999.71 can be used to offset the costs of purchasing Cradlepoint equipment. The monthly costs for Verizon and AT&T are identical, so the long term costs of switching carriers as a service is not a factor. We secured quotes for the Cradlepoint equipment with the low quote being \$53,257.42 through CSG (see attached quotes). We would need to purchase the equipment initially up front, then Verizon will apply those credits to our monthly bill, which will mean that Becker County will not receive a payable invoice for approximately 24 months while those credits are used up. This will allow us to obtain the equipment for less than ½ price. It should be noted that the price on these is also well below what they can be found for online. The cheapest price online is \$1,989 for the router and we are purchasing at a price of \$1,399. The antennas are also well under anything searchable online. This also leverages 5G technology, where most agencies are using the old 4G Cradlepoint routers. This will allow us to be ahead of the curve with our Cradlepoint equipment and on a proven technology. One added benefit is that if we decided to go back to FirstNet (AT&T) in the future, Cradlepoint is compatible with any carrier by switching the SIM cards, which the HPUE was only compatible with FirstNet (AT&T) service.

CRADLEPOINT COST OVERVIEW

<u>Item</u>	<u>PRICER PER</u>	<u>AMOUNT</u>	<u>COST</u>
Cradlepoint 5G R1900 router (MB01-19005GB-GA)	\$1,399.99	29	\$40,599.71
Panorama 8-in-1 Dome Antenna (LG-IN2607)	\$399.99	29	\$11,599.71
Thick Panel Slotted Adapter for roofline (LGMM-EXT-R-SLT)	\$28.00	29	\$812.00
1-year NetCloud Mobile Performance plan (MB01-NCESS-R)	\$246.00	1	\$246.00
<u>TOTALS COST</u>			\$53,257.42
Verizon offer	\$999.99	29	\$28,999.71
County funding needed			\$24,257.71
leftover from Equipment for Squads budget (04-201-000-0000-6661)			\$23,567.00
Shortage			-\$690.71

Verizon offer (info from above)	\$999.99	29	\$28,999.71
Verizon monthly charge (\$39.99/month/unit, \$41.07 after surcharge)	\$41.07	29	\$1,191.03
# of months to use up credits			24.35

Not to be used for comparable quotes, photos only found online for reference.

5Gstore Promotional Shipping

This item qualifies for Free 1 or 2 day FedEx shipping.

Home > Router > CradlePoint > Cradlepoint NetCloud Essentials R1900 5G/Cat 20 - 1 Yr >



Cradlepoint NetCloud Essentials for Mobile with R1900 5G/Cat 20 LTE Router - 1 Year

[1 Questions](#) [70 Support Docs](#) In Stock

Price: **\$1,999.00**

Item Number: 10827
Model: MB01-19005GB-GA

Quantity:

Add a Cellular Data Plan

Add to Cart

Optional Accessories: - [details](#)

[Optional Add-ons]

Upgrade to NetCloud Advanced - [details](#)

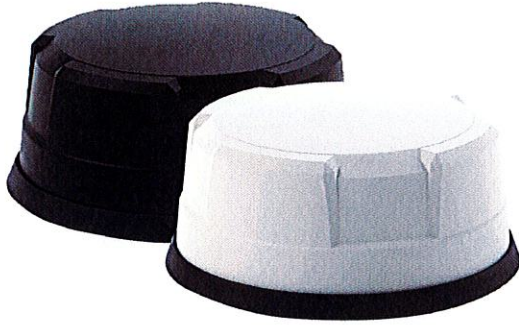
[Optional Advanced Upgrade]

Related Products

- | | |
|---|---|
| 
Cradlepoint NetCloud Essentials R1 900 5G/Cat 20 - 3 Yr
\$2,499.00 | 
Cradlepoint NetCloud Essentials R1 900 5G/Cat 20 - 5 Yr
\$2,999.00 |
|---|---|

General | Details | Customer Reviews | Q & A | Support

The R1900 Essentials Solutions package includes the R1900 5G router and support for 1 year:



NEW

Panorama Antennas LG-IN2607 Antenna

Panorama Antennas

Only 1 left in stock

☆☆☆☆☆ 0 Reviews

Price: \$444.88 ~~\$604.87~~ Save \$159.99

From \$40.15/mo or 0% APR with shop [PW](#) [View sample plans](#)

Free Domestic Shipping



Order in the next 07 hours 42 minutes to get it delivered by Monday, September 4

i Shipping information

- 1 +

Add to cart



3 trees planted for every order.



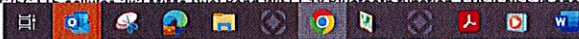
Description Tech Specs Refund Policy

Panorama Antennas LG-IN2607

The LG-IN2607 is a high performance 4x4 MiMo LTE, 2x2 MiMo Dual Band WiFi + 1x Bluetooth function and GPS/GNSS active antenna covering 617-960/1710-6000MHz.

Low profile antenna with 8 functions in 1

4x4 MiMo 4G LTE, 2x2 MiMo Dual Band WiFi, 1x Bluetooth function, GPS/GNSS,...



Connected Solutions Group, LLC
 8529 Meadowbridge Road
 Suite 300
 Mechanicsville VA 23116
 United States



Quote #
 30794

8/24/2023

Bill To

Becker County Sheriff's Office
 925 Lake Ave
 Detroit Lakes MN 56501
 United States

Ship To

Becker County Sheriff's Office
 925 Lake Ave
 Detroit Lakes MN 56501
 United States

Quote Expiration Date	Payment Terms	Customer P.O. No.	Shipping Method	Ship Date
9/23/2023	TBD			

UPFRONT CHARGES

Item	Description	Ordered	Rate	Amount
Cradlepoint MB01-19005GB-GA	Cradlepoint 1-yr NetCloud Mobile Performance Essentials Plan and R1900 router with WiFi (5G modem), no AC power supply or antennas, Global *LICENSE COST NON-REFUNDABLE*	29	\$1,399.99	\$40,599.71
LG-IN2607	Panorama 8-in-1 Dome Antenna -- P/N PRM-LG-IN2607 (Black)	29	\$399.99	\$11,599.71

SUBTOTAL	\$52,199.42
SHIPPING COST	
TAX TOTAL	\$3,849.71
GRAND TOTAL OF UPFRONT CHARGES	\$56,049.13

Customer Email: shane.richard@co.becker.mn.us

Verizon Rep Email: landan.mortenson@verizonwireless.com

Terms and Conditions

This quote is an approximation and is not guaranteed. The quote is based on information provided from the client regarding project requirements. Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the client will be notified. Quote is valid for 30 days.

Leo Rueda
 Sales Representative

LRueda@thisiscsg.com

Code 4 Services Inc.
 37882 County Highway 3
 Pelican Rapids MN 56572

CODE 4 ESTIMATE

SERVICES

Date 8/25/2023
 Estimate # 5822

Name / Address

Becker County Sheriffs Office
 Chief Deputy Shane Richard
 925 Lake Avenue
 Detroit Lakes, MN 56501

P.O. #
 Terms Net 30 Other

Item	Description	Qty	Rate	Total
MISC	29 MB01-19005GB-GA 1-yr NetCloud Mobile Performance Essentials Plan and R1900 router with WiFi (5G modem), no AC power supply or antennas, Global	29	1,599.99	46,399.71
MISC	Panorama // LG-IN2607	29	412.83	11,972.07
MISC	8-IN-1 DOME ANT. KIT - FTD. 5m EXT. CABLES - BLACK Pamorama // LGMM-EXT-R-SLT LGMM THICK PANEL SLOTTED ADAPTOR KIT	29	28.60	829.40
MISC	The following line is the additional NCM cost per year per device after year 1. MB01-NCESS-R 1-yr Renewal NetCloud Mobile Performance Essentials Plan	1	206.64	206.64
			Subtotal	\$59,407.82
			Sales Tax (7.375%)	\$0.00
			Total	\$59,407.82

Code 4 Services Inc.
 www.code4services.com





North Country GM

To handle the dynamic load of police pursuits, Chevrolet worked with Bridgestone to develop a pursuit-rated all-season tire. **The Firestone Firehawk Pursuit tires, mounted to 20-inch steel wheels, were tested by Chevrolet at multiple race tracks and play a large role in the PPV's improved stopping distance, which has been reduced by 11 feet from 62 to 0 mph on dry surfaces compared to the 2020 model.**

Both PPV and SSV packages benefit from the SUV's completely new design, which offers class-leading interior space. **The new Tahoe police-specific front seats provide additional hip room, allowing officers' utility belts to fit more comfortably.** 2021 Tahoe police vehicles offer 70.3 cubic feet of cargo volume behind the second-row seat, which is 18.3 cubic feet more than the next largest pursuit-rated SUV competitor. Rear door openings are now 13 percent (3.5 inches) wider than the previous generation to ease the loading of handcuffed passengers.

The all-new independent rear suspension and longer wheelbase dramatically improve handling and ride smoothness for both civilian and law enforcement applications, particularly on uneven pavement and unpaved surfaces. The exterior design is based on the new Tahoe Z71 trim, which features a rugged front grille, higher approach angle and front skidplate.

2024 Tahoe PPV

Contact

Bob O'Hara

218-349-8955



Technology is more important than ever as officers can get work done while parked using an available 4G LTE Wi-Fi® Hotspot. Standard HD Rear Vision Camera and Rear Park Assist* can help officers prevent collisions when backing up, while standard Hitch Guidance* helps officers attach a trailer. Unlike pursuit-rated SUV competitors, **Tahoe offers an available Rear Camera Mirror* to provide a wide, less obstructed view behind the vehicle compared to a traditional rearview mirror. It is especially helpful with police cabin obstructions like cargo partitions, passengers and K9 kennels** common in police vehicles. New to 2021 Tahoe police vehicles is standard keyless entry and push-to-start ignition, which allow police officers to leave their keys on their belts for simpler and quicker use.*

New Standard feature is Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle (Included and only available (9C1) Police Vehicle or (5W4) Special Service Vehicle.)A \$250.00 option on Ford Utility.



Rear Air and Heat needed for K-9's. A \$573.00 extra on Ford. Skid Plates are also standard a \$315.00 upcharge. Dual Batteries system also standard and not available on the Utility.

All-new 10-speed transmission with on-dash button selector creates more space for emergency equipment and upfits†

Brembo™ 6-piston front brake calipers with 16-inch rotors and eBoost antilock brakes PPV only
 Increased trailering capacity³ — now 6,000 lbs. for 2WD & optional 4WD
 Extensive electrical architecture to reduce upfitting⁴ time



CUTOMER NAME: BECKER COUNTY SHERIFF				
CONTACT: CHIEF DEPUTY SHANE RICHARD				
PHONE: 218-847-2661				
EMAIL: shane.richard@co.becker.mn.us				
2024 TAHOE GUESS		CK10706		46,500.00
SUSPENSION PKG				
Z56	Suspension Package, heavy-duty, police-rated front, independent torsion bar, and stabilizer bar and rear, multi-link with coil springs (Included and only available with (9C1) Police Vehicle only.)	INC	X	INC
EMISSIONS				
FE9	Emissions, Federal requirements	STD	X	STD
ENGINE				
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)	STD	X	STD
TRANSMISSION				
MQC	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select modes including tow/haul (STD)	STD	X	STD
GVWR				

C6H	GVWR, 7500 lbs. (3402 kg) (Standard on 4WD models with (L84) 5.3L EcoTec3 V8 engine	INC	X	INC
AXLE				
GU5	Rear axle, 3.23 ratio	INC	X	INC
PREFERRED EQUIPMENT GROUP				
1FL	Commercial Preferred Equipment Group Includes Standard Equipment	INC	X	INC
WHEEL TYPE				
RNQ	20" STEEL WHEELS INCL SPARE TO MATCH	INC	X	INC
TIRES				
XCS	ALLSEASON 275/55R20 SL 113V BW ALS 5 TIRES INCL	INC	X	INC
SPARE TIRE				
ZAK	ALL SEASON 275-55R20 SL 113V BW ALS	INC	X	INC
PAINT SCHEME				
ZY1	Paint scheme, solid application	\$0.00	X	-
PAINT				
GSK	Cherry Red Tintcoat (Additional charge.)	\$435.60		-
GLU	Midnight Blue Metallic	N/C		-
G9K	Satin Steel Metallic	N/C		-
GJW	Empire Beige Metallic	N/C		-
GJI	Shadow Gray Metallic	N/C		-
GAZ	Summit White	N/C		-
GBA	Black	N/C	X	N/C
GS6	Graywood Metallic	N/C		-
TGK	Victory Red Special Paint	\$409.50		-
5T4	Victory Red Bumper Part to match (required with TGK red)	\$220.00		-
SEAT TYPE				

<u>A50</u>	Seats, front bucket, with Premium Cloth passenger seat includes power fore/aft, power recline and power lumbar, 10-way power driver seat includes 6-way power cushion, 2-way power lumbar control and power recline (Includes (AYQ) frontal and side-impact for driver and front passenger airbags and (D07) front center console. With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes Cloth seats.)	\$308.00		-
<u>AZ3</u>	Seats, front 40/20/40 split-bench with Vinyl (1FL) or Premium Cloth (1FL and 1LS), 3-passenger, includes 6-way power driver and 2 way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage (includes auxiliary power outlet, USB port and input jack for audio system), storage compartments in seat cushion, adjustable outboard head restraints and storage pockets (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes lockable storage compartment.) (STD)	STD	X	STD
<i>SEAT TRIM</i>				
<u>H1T</u>	Jet Black, cloth seat trim (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	STD	X	STD
<i>RADIO</i>				
<u>I05</u>	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)	STD	X	STD
<i>ADDITIONAL EQUIPMENT - PACKAGE</i>				
<u>9C1</u>	Identifier for Police Package Vehicle includes, (K47) high-capacity air cleaner, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, front independent torsion bar, and stabilizer bar and rear, multilink with coil springs, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, (V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only). *CREDIT*	INCL	X	INCL

<u>PQA</u>	1FL Safety Package includes (UEU) Forward Collision Alert, (UHX) Lane Keep Assist with Lane Departure Warning, (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking and (UE4) Following Distance Indicator (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Not available with (DRZ) Rear Camera Mirror.)	\$347.60		-
<i>ADDITIONAL EQUIPMENT - MECHANICAL</i>				
—	Capless fuel fill (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	INC	X	INC
<u>WUA</u>	Fascia, front high-approach angle (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	INC	X	INC
—	Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	INC	X	INC
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	INC	X	INC
—	Power supply, 50-amp, power supply, auxiliary battery passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	INC	X	INC
<u>KX4</u>	Alternator, 250 amps (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	INC	X	INC
<u>NQ0</u>	Transfer case, active, single speed electronic Autotrac with rotary controls, includes neutral position for dinghy towing (Requires 4WD models. Included with (9C1) Police Vehicle, (5W4) Special Service Vehicle and (NHT) Maximum Trailering Package.)	INC	X	INC
<u>NZZ</u>	Skid Plate Package with (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes frame-mounted shields, includes front underbody shield starting behind front bumper and running to first cross-member, protecting front underbody, oil pan, differential case and transfer case (Requires 4WD models and a Fleet or Government sales order type. Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	INC	X	INC
<u>V76</u>	Recovery hooks, 2 front, frame-mounted, Black (Standard on 4WD Commercial models. Available on 2WD, Police and Special Service models. Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.)	\$44.00	X	44.00

ADDITIONAL EQUIPMENT - EXTERIOR				
—	Door handles, body-color (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	INC	X	INC
—	Exterior ornamentation delete (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	INC	X	INC
—	Luggage rack, delete (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	INC	X	INC
CWA	Rear Camera Mirror Washer (Included and only available with (DRZ) Rear Camera Mirror.) Provides Vision from back of Vehicle N?A with PQA	Req DRZ	X	Req DRZ
DRZ	Rear Camera Mirror, inside rearview auto-dimming with full camera display (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes (CWA) Rear Camera Mirror Washer. Not available with (PQA) 1FL Safety Package.)	\$418.00	X	418.00
AKP	Glass, solar absorbing *CREDIT*	(\$259.60)		-
VK3	License plate front mounting package	\$0.00	X	N/C
ADDITIONAL EQUIPMENT - INTERIOR				
—	Instrumentation, analog with certified 150 mph speedometer (PPV), 140 mph speedometer (Special Service), odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	INC	X	INC
—	Power outlets, 4 auxiliary, 12-volt includes 1 on the instrument panel, 1 in armrest, and 2 in the cargo area (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	INC	X	INC
—	Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	INC	X	INC
AMF	Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$66.00	X	66.00
ATD	Seat delete, third row passenger (Deletes rear storage compartment and (AP9) rear cargo net. Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) *CREDIT*	INC	X	INC
B30	Floor covering, color-keyed carpeting	\$171.60	X	171.60

<u>B58</u>	Floor mats, color-keyed carpeted first and second row, removable (Included and only available with (B30) color-keyed carpeting, floor covering.)	\$70.40	X	70.40
<u>BTV</u>	Remote vehicle start	\$264.00	X	264.00
<u>BCV</u>	Auto Lock Disable	\$44.00	X	44.00
<u>D07</u>	Console, floor with storage area, cup holders and auxiliary jack (Included and only available with (A50) front bucket seats.)	\$0.00		-
<i>ADDITIONAL EQUIPMENT - SAFETY-MECHANICAL</i>				
<u>UHY</u>	Automatic Emergency Braking (Included and only available with (PCW) Enhanced Driver Alert Package.)	Incl w/PQA		-
<i>ADDITIONAL EQUIPMENT - SAFETY-INTERIOR</i>				
—	Safety belts, 3-point, driver and front passenger in all seating positions (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	INC		-
<u>UE0</u>	OnStar, delete (Requires a Fleet or Government sales order type. *CREDIT*	(\$74.80)		-
<u>UEU</u>	Forward Collision Alert (Included and only available with (PCW) Enhanced Driver Alert Package.)	Incl w/PQA		-
<u>UHX</u>	Lane Keep Assist with Lane Departure Warning (Included and only available with (PCW) Enhanced Driver Alert Package.)	Incl w/PQA		-
<i>ADDITIONAL EQUIPMENT - LPO</i>				
<u>VQK</u>	LPO, Molded splash guards (dealer-installed) (Requires (BVE) Black assist steps.)	\$189.20	X	189.20
<i>SPECIAL EQUIPMENT OPTIONS</i>				
<u>UN9</u>	Radio Suppression Package, with ground straps (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$83.60	X	83.60
<u>UT7</u>	Ground Studs, auxiliary, cargo area inside liftgate opening, left and right sides (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	STD	X	STD
<u>01U</u>	Special Paint	\$0.00		-

<u>5T4</u>	Exterior body colored parts, Victory Red Provides Victory Red special paint WA9260 and Victory Red special painted exterior body parts in lieu of glossy Black color normally installed with special paint. Victory Red painted parts will consist of front fascia, rear bumper fascia, rear liftgate handle, and door handles. Mirrors, rear D-pillar applique and liftgate spoiler will remain Black (Requires SEO (TGK) special paint and (V76) recovery hooks.)	\$220.00		-
<u>6J3</u>	Wiring, grille lamps and siren speakers (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$80.96	X	80.96
<u>6J4</u>	Wiring, horn and siren circuit (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$48.40	X	48.40
<u>6J7</u>	Flasher system, headlamp and taillamp, DRL compatible with control wire (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Includes SEO (5J9) taillamp flasher calibration, Red/White and SEO (5LO) taillamp flasher calibration, Red/Red.)	STD	X	STD
<u>7X3</u>	Spotlamp, left-hand (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Not available with (7X7) left and right-hand spotlamps.)	\$704.00	X	704.00
<u>7X2</u>	Spotlamps, left- and right-hand (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Not available with (7X6) left-hand spotlamp.)	\$1,179.20		-
<u>9V2</u>	Exterior body colored parts, MSP Blue WA-5665. Provides front and rear fascia that will be MSP Blue, WA-5665 all other non-metal body parts will be the same as (TGK) special paint solid (Requires SEO (TGK) special paint solid and (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$242.00		-
<u>TGK</u>	Special Paint, Solid, one color All normally body colored non-sheet metal parts will be gloss Black. This includes front and rear fascias, liftgate handle, 'D' Pillars, mirrors and liftgate spoiler. Door handles will be flat Black. Body-side moldings will be deleted. May require extended lead time. (Requires (01U) Special Paint with any SEO paint selection.	\$374.00		-
<u>WX7</u>	Wiring, auxiliary speaker. For upfitter connection to front door and windshield pillar speakers. (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$52.80		-
<u>5T5</u>	Seats, front cloth and second row vinyl (Not available with (A50) front bucket seats.)	N/C		-
<u>6C7</u>	Lighting, red and white front auxiliary dome Red and white auxiliary dome lamp is located on headliner between front row seats (red is LED, white is incandescent). The auxiliary lamp is wired independently from standard dome lamp (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$149.60	X	149.60

<u>6E2</u>	Key common, complete vehicle fleet provides a single key with a specific code that is common to the door locks of all the vehicles in the vehicle fleet. Key code is an alternate to SEO (6E8) complete vehicle fleet common key. NOTE: NOT COMPATIBLE with previous model years (Requires (AMF) Remote Keyless Entry Package, (AU7) fleet common key and (9C1) Police Vehicle or (5W4) Special Service Vehicle. Not available with SEO (6E8) complete vehicle fleet common key.)	\$22.00	X	22.00
<u>6E8</u>	Key common, complete vehicle fleet provides a single key with a specific code that is common to the door locks of all the vehicles in the vehicle fleet. Key code is an alternate to SEO (6E2) complete vehicle fleet common key. NOTE: NOT COMPATIBLE with previous model years (Requires (AMF) Remote Keyless Entry Package, (AU7) fleet common key and (9C1) Police Vehicle or (5W4) Special Service Vehicle. Not available with SEO (6E2) complete vehicle fleet common key.)	\$22.00		-
<u>6N5</u>	Switches, rear window inoperative (rear windows can only operate from driver's position) (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$50.16	X	50.16
<u>6N6</u>	Door locks and handles, inside rear doors inoperative (doors can only be opened from outside) (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$54.56	X	54.56
<u>5Y1</u>	Seats, Driver and passenger front individual seats in cloth trim Power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40-20-40 split bench seat with the 20% section removed which also removes the auxiliary power outlet, USB port and input jack for audio system. Does not include a floor console. All exposed floor area will remain untrimmed. (Requires (AZ3) 40/20/40 split bench seat, trim code (H0U) Jet Black cloth.)	N/C		-
<u>UTQ</u>	Theft-deterrent system, content, disable the alarm and horn become non-functional in an attempt of theft to the vehicle	\$44.00	X	44.00
<u>9G8</u>	Headlamps, Daytime Running Lamps and automatic headlamp control delete deletes standard Daytime Running Lamps and automatic headlamp control features (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$44.00	x	44.00
<u>NEW</u>	Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle (Included and only available (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	STD	X	STD
<u>T53</u>	Lamps, alternate flashing Red & Blue rear compartment lid warning (visible when liftgate is open) and controlled by momentary liftgate mounted switch or ground wire (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$497.20		-

KERR	Ship through for upfitting. Required with Special Wiring or Spotlight install	\$150.00	x	150.00
<i>TOTAL COST PER UNIT</i>				49,198.48

Becker County Planning Commission
August 30th, 2023

Members Present: Chairman Dave Blomseth, Tom Disse, Kohl Skalin, Tommy Ailie, County Commissioner Erica Jepson, Harvey Aho, Nick Bowers, Steve Lindow, Jeff Moritz, Kim Mattson, Commissioner John Okeson, Craig Hall, Mary Seaberg, and Zoning Director Kyle Vareberg. **Members Absent:** none

Chairman Dave Blomseth called the Planning Commission meeting to order at 6:00 pm. Introductions were given. Becker County Zoning Technician Nicole Bradbury recorded the minutes.

Harvey Aho made a motion to approve the minutes from the June 28th, 2023, meeting. Skalin second. All members in favor. Motion carried.

Chairman Dave Blomseth explained the protocol for the meeting and stated that the recommendations of the Planning Commission would be forwarded to the County Board of Commissioners for final action. Applicant one (1) will be forwarded to Lake Eunice Township for final action. Applicant two (2) will be forwarded to Detroit Township for final action.

New Business:

- 1. APPLICANT: AJR BCL Storage LLC** 13996 Deerpoint Rd Audubon, MN 56511
Project Location: 14201 Tradewinds Rd Audubon, MN 56511 **LEGAL LAND DESCRIPTION:** Tax ID Number: **17.0079.001** Section 07 Township 138 Range 042; 7-138-42 PT GOVT LOT 7: COM S QTR COR SEC 7, E 326.23' TO POB; E 921.77', N 1319.04', W 858.1', S 22.6', W 33.79' TO CTR RD, S AL CTR RD 473.85', W 33.06', S 788.51' TO POB. TRACT B. LESS PLAT (6.41AC)
APPLICATION AND DESCRIPTION OF PROJECT: Request a first Supplemental Plat for units thirteen (13) through twenty-one (21) of TRADE WINDS NEIGHBOR'S STORAGE.

As there was no one present to present the application and no one to speak for or against the application testimony was closed.

Moritz stated that the Cormorant Lakes Watershed District (CLWD) had no issues with the project.

MOTION: Moritz motioned to approve the application as presented; Bowers second. Roll Call; All in favor. Motion carried.

47 **2. APPLICANT: Michael D Anderson** 213 Willow St E Detroit Lakes, MN 56501
48 **Project Location:** 25641 Brolin Beach Rd Detroit Lakes, MN 56501 **LEGAL**
49 **LAND DESCRIPTION:** Tax ID Number: **08.0292.003** Section 16 Township 139
50 Range 041; 16-139-041 PT GOVT LOTS 2 & 3: BEG SWLY COR LOT 1
51 GRAVELLE AC TH S 456.82', E 329.79', N 419.07' TO SLY LN GRAVELLE AC,
52 NWLY 332.58 TO POB AKA TRACT A 2015 REF : 1.96 AC MOVED TO
53 BROLIN BCH CONDOS **APPLICATION AND DESCRIPTION OF PROJECT:**
54 Request a first Supplemental Plat for units nine (9) through sixteen (16) of BROLIN
55 BEACH CONDOS.

56
57
58 There was no one present to present the application.

59
60 Clayton Schott, condo owner, asked how the applicant was able to construct the building before
61 doing the final plat. He also shared his concerns that there weren't more notifications give in the
62 preliminary stages of the project.

63
64 Vareberg explained that they constructed the building first and then spotted the common walls
65 for the plat. He also explained that the preliminary plat was approved by the City of Detroit
66 Lakes in 2014, and everyone would have been notified at that time.

67
68 Testimony closed.

69
70
71 **MOTION: Aho motioned to approve this application as presented. Seaberg second.**
72 **Roll Call; All in favor. Motion carried.**

73
74
75
76 **3. APPLICANT: Jill L Mohn & Kevin J Mohn** 34172 Camp Cherith Rd Frazee, MN
77 56544 **Project Location:** 23899 Co Rd 104 & 23938 Highview Oaks Rd Detroit
78 Lakes, MN 56501 **LEGAL LAND DESCRIPTION:** Tax ID Numbers: **24.0236.001**
79 **& 24.0237.000** Section 31 Township 140 Range 041; 31-140-41 NE1/4 NE1/4 W OF
80 TH 59, LESS S 720' W OF TH 59. LESS 2.82AC (24-236-0, TRACT B). TRACT A.
81 &S 720' OF NE1/4 OF NE1/4 W OF HWY #59 EX .21 AC FOR HWY
82 **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Change of Zone
83 from Agricultural to Residential.

84
85
86
87 Kevin Mohn presented the application and explained his desire to develop the land for residential
88 use.

89
90 Ailie asked about the north parcel and the proposed land locked split and asked if there would be
91 an easement.

92

93 Mohn said yes. He will work with Meadowland on driveway locations.
94
95 Skalin commented on the fact that most of the county was blanket zoned Agricultural.
96
97 Ailie mentioned the fact that there is a residential neighborhood in that area.
98
99 As there was no one to speak for or against the application testimony was closed.

100
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103 **MOTION: Disse motioned to approve this application as presented. Seaberg second.**
104 **Roll Call; All in favor. Motion carried.**
105

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108 **5. APPLICANT: Daniel J Lake** 51080 Co Hwy 40 Menahga, MN 56464 **Project**
109 **Location: TBD Co Hwy 40 Menahga, MN 56464 LEGAL LAND DESCRIPTION:**
110 Tax ID Number: **37.0148.001** Section 34 Township 139 Range 037; 34-139-037
111 SE1/4 SE1/4 & S1/2 NE1/4 SE1/4 LESS 11.60 AC. **APPLICATION AND**
112 **DESCRIPTION OF PROJECT:** Request a Conditional Use Permit to operate a
113 commercial building with retail sales and services.
114

115
116 Daniel lake presented the application and explained that he would like an office space where he
117 can meet and work with clients to plan projects.
118

119 Hall asked if he was planning to use it just as an office space or to store stuff as well.
120

121 Lake said he would like to keep parts on hand. He commented that irrigators typically go straight
122 to the farm, but if it would get busier there could be the occasional truck or two there waiting to
123 deliver to a field.
124

125 Lindow asked about the swamp and marsh on the property and what precautions will be taken to
126 protect those.
127

128 Vareberg said he will need to have a silt fence in place during the excavation period.
129

130 Vareberg said that Lake has worked extensively with the Becker County Soil and Water
131 Conservation District (SWCD).
132

133 As there was no one to speak for or against the application testimony was closed.
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136 **MOTION: Hall motioned to approve this application as presented. Aho second. Roll**
137 **Call; All in favor. Motion carried.**
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- 6. APPLICANT: Nicholas G Lewis & Betsy J Lewis** 19898 330th Ave Rochert, MN 56578 **Project Location:** 19898 330th Ave Rochert, MN 56578 **LEGAL LAND DESCRIPTION:** Tax ID Number: **10.0279.001** Section 15 Township 139 Range 040; PT GOVT LOT 1; BEG 679.92' S OF NE COR TH S 404.28', TH W 556.70', S 165', W 227.69' TO LK, TH NLY TO PNT SW OF POB & NELY 978.78' TO BEG. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit for a retaining wall.

This application has been tabled by the applicant.

- 4. APPLICANT: Gehrig Properties LLC** PO Box 9923 Fargo, ND 58106 **Project Location:** TBD 270th Ave Detroit Lakes, MN 56501 **LEGAL LAND DESCRIPTION:** Tax ID Number: **19.0296.000** Section 15 Township 138 Range 041; S1/2 OF NE1/4 LESS THE SOUTH 200' OF THE EAST 675' **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit to operate a convenience store and gas station.

Jon Lowry with Lowry Engineering presented the application. He explained the history of working with the city to determine what may be the best fit for this area. In early discussion a gas station as an amenity that would support the boat launch was discussed. He said they worked with the city on their long-term goals for this area. He said they want to build a nice facility that will fit in with housing. He also commented that they have plenty of property and don't need to access anything across city property.

Skalin stated that he talked to some of the Planning Commission members from the City of Detroit Lakes, and he wanted to clarify that when the city was voting it wasn't specifically for a gas station, they were voting on zoning to support a gas station.

Lindow said the letter from the City of Detroit Lakes mentioned access to the property crossing over city property and asked for clarification.

Lowry stated that the county portion of the property borders property they own that falls with in the City of Detroit Lakes, and the intention was to have some of the parking lot on the annex line, but the building and use would be south of that. He said if the city won't allow that, then they are willing to move it all on the property that falls within the jurisdiction of Becker County.

Lindow asked how many times the city turned it down.

Skalin stated that they turned down the zoning request not the gas station.

184 Blomseth also commented that they turned down a zoning request for businesses similar to a gas
185 station.
186
187 Skalin commented that a majority of the letters were concerned with safety and asked Lowry if
188 he ever addressed safety with the city.
189
190 Lowry said that convenience stores don't add to existing traffic flow. He stated they are an
191 amenity to existing traffic.
192
193 Skalin asked if a turn lane would be put in.
194
195 Lowry said its not out of the question.
196
197 Jepson said in reading the letter from the City that is seems they are not supportive of this
198 project. And referenced the commented about not allowing sewer and water.
199
200 Skalin said there was discussion of not providing amenities before the annex.
201
202 Lowry said there is no intention of annexing the remaining property at this time. He explained
203 what they could do with wells and septic's if and when homes are built.
204
205 Lindow asked how it won't increase traffic.
206
207 Lowry said the people stopping at the gas station are the people using these roads already.
208
209 Jepson agreed that she doesn't think people will go out of their way to use it.
210
211 Jason Gehrig spoke and said that he wants this to be a nice development.
212
213 Blomseth asked for a show of hands for how many were there to speak for this application and
214 set some rules for consideration and an allowance of three (3) minutes each.
215
216 Blomseth also stated that he would be abstaining from voting due to a conflict of interest. He
217 said he will be running the meeting but will not be voting.
218
219 Nick Bowers said that he also would not be voting as he has neighboring property to the project.
220
221 Mike Beehler, neighbor, spoke and said they would be able to see the gas station from their
222 home and encouraged the board to vote against this.
223
224 Gail Norland, neighbor, shared that the park is great, but a gas station does not appeal to
225 residents. Norland presented a petition signed by eighty-two (82) residents and is entered into
226 record below:
227

82 Residents

TO THE MEMBERS OF THE COMMISSION, WE THE RESIDENTS OF FOREST HILLS, SOUTH SHORE DRIVE AND OTHER NEARBY RESIDENTS STRONGLY OPPOSE THE CONDITIONAL USE PERMIT SUBMITTED BY GEHRIG PROPERTIES TO OPERATE A GAS STATION AND CONVENIENCE STORE AT TBD 270TH AVENUE, DETROIT LAKES MN.

NAME	ADDRESS	PHONE NUMBER	EMAIL
DIANE OLIVER	1443 CABLE CREST LOOP	701-412-6054	dinvard@earthlink.net
Rebecca Kraljic	1298 South Shore Dr	701-202-7837	sbkraljic@aol.com
Maria Puzas	1452 E Shore Dr	701-566-726	Maria.Puzas@att.net
Kristina Kraljic	507 1312 St. W. Fargo, ND	701-730-5881	kristina@att.net
Laney Puzas	1314 S. Shore Dr	701-888-2870	LP51@gmail.com
Cheryl Puzas	1314 S. Shore Dr	701-888-2870	cheryl.puzas@hotmail.com
John Kari	1310 S. Shore Dr	218-234-5715	John.Kari@att.net
John Kari	1310 S. Shore Dr	218-234-5715	John.Kari@att.net
DR. STEVEN KRATZ	1298 South Shore Dr	701-202-7837	SKRATZ@att.net
Rachel Arneson	1448 East Shore Dr.	612-210-4921	rakel@att.net
Bob	1448 East Shore Dr.	612-214-2567	maboate71@gmail.com
Patty Mollberg	1048 South Shore Dr.	218-841-1576	NA
Kent Mollberg	1048 S. Shore	218-234-3284	NA
Priscilla Tans	1042 South Shore Dr	952-334-7440	NA
John	1042 S Shore Dr	952-401-4797	gnat11@yahoo.com

TO THE MEMBERS OF THE COMMISSION, WE THE RESIDENTS OF FOREST HILLS, SOUTH SHORE DRIVE AND OTHER NEARBY RESIDENTS STRONGLY OPPOSE THE CONDITIONAL USE PERMIT SUBMITTED BY GEHRIG PROPERTIES TO OPERATE A GAS STATION AND CONVENIENCE STORE AT TBD 270TH AVENUE, DETROIT LAKES MN.

NAME	ADDRESS	PHONE NUMBER	EMAIL
John Johnson	917 Lake Forest Circle, D.L.	218-790-0717	
Steve Johnson	917 Lake Forest Circle, DL	701-793-1322	
Nicole Brown	909 Lake Forest Circle	701-740-2341	
John	910 Lake Forest Circle	218-849-3074	
Bonnie CRATTON	851 Lake Forest Circle	218-370-7601	
John	906 Lake Forest Circle	218-371-9316	
William Capron	801 Lake Forest Circle	218-846-1092	
Cheryl Amshuck	845 Lake Forest Circle, DL	218-849-2936	
Patti West	841 Lake Forest Circle	701-306-5108	
John Nordstrom	885 Balsam Blvd	218-841-7613	
Bonnie Nordstrom	885 Balsam Blvd	218-850-3823	
Spencer Garzanti	825 White Tail Ln	218-841-5347	
Joseph J. Baker	833 White Tail Ln	218-844-0440	
Jan K. Sauer	833 White Tail Ln Dr	218-844-0440	
John	843 White Tail Ln	218-849-5254	
John	925 Lake Forest Circle	218-234-5794	

NAME	ADDRESS	PHONE NUMBER	EMAIL
Brad G. Rust	924 Lake Forest Circle	701-261-0534	rustbrad@msn.com
Maryjo ERust	924 Lake Forest Cir.	701-261-0503	piutalocsa@msn.com
John Klema	922 Lake Forest Cir	218-944-4908	aklema@arvig.net
Lina Klema	922 Lake Forest Circle	218-844-4909	aklema@arvig.net
Karen Karst	918 Lake Forest Circle	218-371-2879	rkkarst@yahoo.com
Bob Karst	918 Lake Forest Circle	218-371-5877	rkkarst@yahoo.com
Tommi Ross	919 Lake Forest Circle	928-587-2261	tommiross@yahoo.com
Doug Larson	919 Lake Forest Circle	701-258-1885	jean49@yahoo.com
Steve Knott	923 Lake Forest Circle	218-850-7198	aveightr@hotmail.com
Paul-John Norland	928 Lake Forest Circle	218-526-0541	johnnorland@gmail.com
Mary Madala	755 Lake Forest Cir	330-247-2655	marymadala@gmail.com
James Beaton	900 Lake Forest Circle, DL 56501	920-326-9107	jb14910@gmail.com
Ernanda Habrat	650 S. Shore Dr. DL	218-234-6525	erhabrat@gmail.com
Mary Bechler	617 S. Shore Dr DL	218-234-6299	mbechler@gmail.com
Mitch Habrat	650 S. Shore Pr. DL	662-312-6201	mitchhabrat@yahoo.com

TO THE MEMBERS OF THE COMMISSION, WE THE RESIDENTS OF FOREST HILLS, SOUTH SHORE DRIVE AND OTHER NEARBY RESIDENTS STRONGLY OPPOSE THE CONDITIONAL USE PERMIT SUBMITTED BY GEHRIG PROPERTIES TO OPERATE A GAS STATION AND CONVENIENCE STORE AT TBD 270TH AVENUE, DETROIT LAKES MN.

NAME	ADDRESS	PHONE NUMBER	EMAIL
Susan Rinderson	663 Lake Forest Circle Detroit Lakes, MN 56501	218-280-8678	bejow@qtel.com
Michael Rinderson	"	218-280-8679	"
David W. Rinderson	749 LAKE FOREST CIRCLE, DL 56501	218-770-0561	drinderson@yahoo.com
Stacy Rubin	715 Lake Forest Cir DL 56501	770-293-4022	-
Phyllis Namphlet	749 Lake Forest Cir. DL, 56501	218-770-4261	phyllisnamphlet@yahoo.com
Karen Jones	684 Lake Forest Circle DL 56501	218-841-0291	kmjones@earthlink.net
Lina Beaton	900 Lake Forest Circle, DL 56501	920-993-9319	-

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NAME	ADDRESS	PHONE NUMBER	EMAIL
Candice Meeks	30697 Cty HWY 234 37997, MN	218-204-8815	scubach@yahoo.com
Ray Nulph	769 Lake Forest Circle	218-849-1629	rnulph2@arvig.net
Darryl Nulph	769 Lake Forest Circle	218-849-3354	"
John Carr	729 Lake Forest Circle	218-849-5401	JOHN.CARR@ARVIG.NET

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NAME	ADDRESS	PHONE NUMBER	EMAIL
Karen Longest	679 Lake Forest Circle	218-850-0238	-
Mick Laquis	" " " "	218-849-8180	delia.dunsmuir@yahoo.com

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TO THE MEMBERS OF THE COMMISSION, WE THE RESIDENTS OF FOREST HILLS, SOUTH SHORE DRIVE AND OTHER NEARBY RESIDENTS STRONGLY OPPOSE THE CONDITIONAL USE PERMIT SUBMITTED BY GEHRIG PROPERTIES TO OPERATE A GAS STATION AND CONVENIENCE STORE AT TBD 270TH AVENUE, DETROIT LAKES MN.

NAME	ADDRESS	PHONE NUMBER	EMAIL
Amber Abraham	641 South Shore	218-841-3716	
Lucas Abraham	641 South Shore	218-841-7748	
Cole Abraham	641 South Shore	218-841-6228	
Aiden Ashman	641 South Shore	531-207-8088	
Ann Burge	633 South Shore Dr	763-354-8526	annburge@gmail.com
Larry Burge	633 South Shore Dr	763-354-8524	LarryBurge@aol.com
Colleen Carlson	1917 Bridgewater Blvd		
Karen Burgeson	1913 Bridgewater Blvd	218-842-5226	
Orin Sharma	449 South Shore Dr	218-849-5111	
Jay Hanson	2111 270th Ave.	218-849-5635	
Angelo Hanson	2111 270th Ave	218-849-4107	
John Winter	Detroit Lakes	218-849-6702	
Brian Winter	Detroit Lakes	218-849-6702	

John H.

TO THE MEMBERS OF THE COMMISSION, WE THE RESIDENTS OF FOREST HILLS, SOUTH SHORE DRIVE AND OTHER NEARBY RESIDENTS STRONGLY OPPOSE THE CONDITIONAL USE PERMIT SUBMITTED BY GEHRIG PROPERTIES TO OPERATE A GAS STATION AND CONVENIENCE STORE AT TBD 270TH AVENUE, DETROIT LAKES MN.

NAME	ADDRESS	PHONE NUMBER	EMAIL
Dwanda Buckley	671 Lake Forest Circle DL 56501	406-598-8778	dwanda-98@att.net
Rose Buckley	671 Lake Forest Circle 56501	406-670-2366	bisunfanian67@att.net
Michael Jettrop	674 Lake Forest Circle Street	218-305-0913	michael.jettrop@gmail.com
Michael Jettrop	" " " "	218-205-0353	"

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Norland commented on the amount of traffic and pedestrians, as well as the abundance of vehicles parking on the road as well as the number of trailers along the road due to the landing being full and is concerned that this will increase traffic. She stated that insurance rates will increase for those living within a certain distance of a gas station and home values will depreciate. She commented that lights will be a burden and shared her concerns regarding gas station fires.

Amanda Beehler spoke and said she's not against development, but not in favor of a gas station. She shared concerns regarding all night pay at the pump services and wants their voices heard because they are invested in the neighborhood.

Jepson asked Beehler why she is okay with other businesses and not a gas station.

249 Beehler said because a gas station has lights on all the time, the signage is unappealing, pay at
250 the pump will bring all night traffic shining lights, and the risks of loitering.

251
252 Lindow asked if the gas station was the concern and not the convenient store.

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254 Beehler said a convenience store has set business hours and 24-hour pay at the pump is all night
255 long.

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257 Ron Schultz, neighbor spoke and asked if a traffic count had been done to determine if there is
258 enough traffic to justify a gas station. He asked the investors to consider whether or not they
259 would want to live across from a gas station.

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261 Delta Dagget, neighbor, spoke and said he likes living in a semi-rural area and that if he wanted
262 to be close to businesses he would move into town.

263
264 Ken Brill, neighbor, spoke and urged the board to reject the application. He stated there is not a
265 big demand for gas in the area, and people don't want it out there. Brill spoke on health
266 considerations and the risk of pollution from gas stations.

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268 Joel Olson, neighbor, spoke and said he was present at the city meetings. He commented on the
269 already heavy traffic on both sides of the road and asked why put up a nice park and then a gas
270 station.

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272 All letters received regarding this application are entered into the record below:

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This email is in response to the conditional use permit of the above.

I know there are many people opposed to this, and in fact there is a petition against it. However, I can see the benefit of allowing a gas station and convenience store to be built at this site.

This section of town does not have a gas station close by. With the So. Shore Park and the Public Access in close proximity, it would be beneficial to the area.

There may be drawbacks, but I believe the benefits outweigh the negatives. This is a somewhat busy road, but I can't imagine that a gas station would increase traffic, as to be a detriment. Traffic is already increased due to the park and public access. Those using the gas station would for the most part already be using the roadway.

I understand that my viewpoint contrasts with many of my neighbors. Because of this, I ask that my name or initials or address not be used.

Thank you,



Detroit Lakes, MN 56501

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Attn: Becker County Planning Commission members.

My name is Jay Hanson. I live at 2111 270th Ave, 250 yards South of Gehrig Properties proposed gas station.

For many months Gehrig Properties has worked to have their 67 acre plat ANNEXED INTO DETROIT LAKES CITY LIMITS, developing the majority of it into residential parcels. I HAVE NO REASON TO BELIEVE THIS PLAN HAS CHANGED.

The proposed gas station site borders current city limits on 2 sides. It's obvious the parcel and the entirety of the plat will soon be within city limits. For this reason, I ask the Becker County Planning Commission to please defer to Detroit Lakes City Neighborhood Commercial Zoning Ordinances when determining construct of the business.

Should the County approve this gas station as submitted, which would be non-conforming to Detroit Lakes city code, I would ask the city to NOT GRANT FAVOR to Gehrig Properties "offer" to utilize city utilities. Gehrig Properties should not be rewarded for constructing a non-conforming business.

Thank you for allowing my input.

Jay Hanson

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DRAFT

August 25, 2023

Becker County Planning and Zoning
915 Lake Avenue
Detroit Lakes, MN 56501

RE: Conditional Use Permit Application for Gehrig Properties LLC
(August 30th Public Hearing)

Becker County Planning Commission:

The City of Detroit Lakes received a notice of an upcoming public hearing to take place on Wednesday, August 30, 2023, at 6:00 p.m. relative to a conditional use permit (CUP) for a convenience store and gas station at the intersection of South Shore Drive and 270th Avenue by Gehrig Properties LLC (Gehrig). The City of Detroit Lakes submits the following information and comments regarding the application.

Based upon the CUP application that was submitted by Gehrig, a portion of the proposed parking lot and driveway access to South Shore Drive sits on property located within the City limits. The proposed business site spans across two parcels, the northern most parcel is within the City limits. The parcel within City limits is zoned Agriculture Residence (R-A), in which convenient stores and gas stations are not allowed. The applicant proposes to utilize land that is partially located in the City, for a purpose that is not allowed by City ordinance.

The CUP application fails to provide adequate information regarding the project that is required for the application to be considered under the Becker County Zoning Ordinance. Specifically, Chapter 7, Section 4 has requirements for landscaping, noise, lighting and commercial uses near residential areas that should be addressed in a CUP application, but are not. As you know, this proposed development sits across 270th Avenue from the Lake Forest Addition, a large residential area within the City. Chapter 7, Section 10 of the Ordinance has standards for non-residential uses that should be addressed in a CUP application, and none of the parking standards including buffering and screening requirements of Section 11 of that Chapter are addressed either. Finally, the proposal for signs does not comply with the requirements of Chapter 7, Section 14.

Gehrig applied to the City for annexation and rezoning of this same property to General Business (B-2) in November 2022. The B-2 zoning does allow convenience stores and gas stations as a permitted use. The Detroit Lakes Planning Commission held a public hearing on the proposed rezoning on November 16, 2022 (minutes attached), in which the Planning Commission

unanimously recommended denial of the rezoning to B-2. The annexation and rezoning was then brought to the City Council on December 13th and was denied (minutes attached).

The City's Comprehensive Plan identifies the future use of the property owned by Gehrig Properties LLC (Parcel ID 49.0124.707 and 19.096.000) as a mixed use of "low density residential", "high density residential" and "neighborhood commercial" (see attached Comprehensive Plan map). Subsequent to the rezoning denial, the Detroit Lakes City Council and Planning Commission proceeded with a number of public meetings to create a new "Neighborhood Commercial" (NC) district (see attached Neighborhood Commercial ordinance). Based upon public input, the City Council decided that convenience stores and gas stations would not be allowed either as a permitted or conditional use in the NC district.

Ultimately, the City Council has determined that gas stations and convenience stores are not a compatible use in or near Residential zoning districts. These types of uses come with inherent disruptions such as increased traffic, late night disturbances, light pollution, litter, delivery truck traffic, noise, and odor.

As stated in the application, the City already has water/sewer utility connections stubbed to this property. The City has a significant investment in water/sewer infrastructure on South Shore Drive and 270th Street that should be utilized for any development of this property. Allowing a well and septic system for a commercial use within the shoreland district of Detroit Lake would be a mistake when municipal services are already available to the property.

The County should consider the City's Comprehensive Plan and Zoning Ordinance when reviewing a CUP application that is straddling the City's border. The City Council and Planning Commission has weighed in on this issue twice: once by determining not to rezone this property to B-2, and secondly, by not including gas stations and convenience stores in the newly adopted NC zoning district.

Sincerely,



Kelcey Klemm
City Administrator

Attachments: City of Detroit Lakes Planning Commission minutes, November 16, 2022
City of Detroit Lakes City Council minutes, December 13, 2022
City of Detroit Lakes Comprehensive Plan, Planning District #7
City of Detroit Lakes Zoning Ordinance, Neighborhood Commercial District

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280 *Attachments are on file with the Becker County Zoning office and are available to view upon
281 request.*
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Dear Commissioners:

My wife, Kari, and I own a lake home at 568 South Shore Drive on the South Shore of Big Detroit. Our home is located across the street from the property, west side of 270th Avenue, being developed by Gehrig, who has, over the past several months, requested approval of this gas station and commercial development. We are opposed to commercial development and/or gas stations near this location. Reasons of opposition are as follows.

- 1) Request has been denied by the City of Detroit Lakes several times.
- 2) Residents/ Neighbors of this location are OVERWHELMINGLY opposed to commercial development of our neighborhood.
- 3) As part of a planning commission, the very word PLANNING dictates the future...well this property is being considered for annexation, therefore leaving the county, and becoming city.
- 4) Gas Stations are becoming fewer and fewer.
- 5) Mission statement of Becker Statement is attached, and attention should be given to the last sentence. Commercial development and/or a gas station in this area, does not support this statement.
- 6) This area has been developed for parks/recreation and residential use.

This matter is set for Hearing on August 30, 2023. I will be out of town on that date. Please use this email to serve as our objection to the Permit Application. This email is being sent to the Commissioners and I request that it be emailed to the Planning Commission members before the Hearing, read aloud at the Hearing, and made a part of the permanent records of the Hearing.

Thanks all for representing Becker County and its residents of City and County.

Chuck

Chuck Collins
Regional Sales Mgr. Upper Midwest ND/SD/MT/WY
ccollins@seeclearfield.com
218-341-3579

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The Becker County Planning and Zoning Department is responsible for planning and managing programs to protect health and the environment. This department is involved in enforcing a variety of ordinances, guiding future development, and providing educational information to the citizens.

Our Mission is to promote the judicious use of our vast resources while protecting and preserving "Our" environment. Our staff is dedicated to serving our citizens and protecting the environment and resources.

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I received notice of a hearing to build a convenience store and gas station at the corner of South Shore Drive and 270th Street by Gehring Properties. I would like my opinion to be known that I oppose this permit. This location is across the street from a newly built city park that is enjoyed by many area children. The location is also in a residential area. The building of this structure would create unwanted traffic along a lake road that already needs to have a lower speed enforced. There are many children playing, residents walking and biking and the structure would be detrimental to our lake and residential life.

Again, I very much oppose the approval of this permit for the reasons listed above.

Sincerely,

Gail Erlendson
689 Lake Forest Circle

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To the Becker County Planning & Zoning Department; I am writing as a concerned citizen of Detroit Lakes regarding the proposal by Gehrig Properties to build a convenience store & gas station in the area of 270th Avenue off South Shore Drive.

This is a beautiful area that includes a nicely planned residential neighborhood & a park with a playground, pickle ball, tennis & basketball courts. My concern is that a convenience store & gas station is unnecessary & will add more traffic & congestion to an area where a lot of families with children come to enjoy the playground. Also, people walk & bike to enjoy the pickle ball courts & other recreation opportunities there. It is also an area where families gather at the sheltered picnic tables & enjoy enjoy time together outdoors in a lovely area.

It is a beautiful area that I feel does not need & should be protected from convenience stores & gas stations just as I think it is not an appropriate area for Dollar General Stores, storage units & similar money making opportunities for companies such as Gehrig Properties. There are existing gas stations & convenience stores not far away. It is not as if the residents & visitors who enjoy this area are in desperate need of a gas station & store.

It will be an eyesore & a hub for potential problems in my opinion.

I urge you to say "no" to Gehrig Property's proposal. If allowed, this project will have a very negative effect. We need to have enough foresight to protect the beauty & safety of the area.

Sincerely yours,
Elizabeth Gibb

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Planning and Zoning Department
915 Lake Avenue
Detroit Lakes, MN 56501

*Please read this into the record at the public hearing, August 30, regarding the Gehrig Properties application to permit a gas station. Thank you.

This letter is from John and Margaret Gunderson, residents at 564 South Shore Drive, Detroit Lakes. After spending much of last winter and spring fighting this issue at the City level, we are surprised and disappointed to see it reappear at the County level.

We were thankful City leadership saw the wisdom of rejecting gas stations from the Neighborhood Commercial Ordinance. So it's disappointing to learn that apparently Gehrig Properties is unwilling to take "No" for an answer on their planned gas station. It appears they are now sneaking it in the backdoor by seeking permission from County leadership.

If Gehrig Properties still hopes to annex its remaining land into the City to continue its development plan, and then "grandfather" the gas station into the City, that's not only amazingly presumptuous, but it also puts City leadership in the awkward position of needing to either defend or ignore its own Neighborhood Commercial Ordinance.

As taxpayers and voters, we're surprised how much of our time and energy needs to be spent reminding our local elected and unelected officials of their promise to represent local citizens. Our neighborhood citizens have already clearly objected to the proposed gas station.

John and Margaret Gunderson

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Becker County Planning Commission Members
Becker County Commissioners
August 28, 2023

We respectfully request that you deny the request for a conditional use permit to operate a gas station and convenience store located on 270th Avenue in Lakeview Township of Becker County.

The reasons for our request are as follows:

- 1) Virtually the same request made to the City of Detroit Lakes was denied, in part because of an overwhelming response by neighbors living in proximity who did not want a gas station in a residential neighborhood. The wishes of a majority of neighbors should be honored, particularly when it involves a significantly trafficked business, with lengthy hours of activity that markedly alters the character of the existing residential neighborhood.
- 2) We feel that fuel pumps and large underground tanks should not be considered in close proximity (shoreland zone) to the area's foremost lake, already threatened by ever increasing surrounding development.
- 3) This area deserves better than the same old worn-out convenience store/gas station combination that is noisy, light polluting and contributes inordinately to plastic, aluminum, cigarette packages and a host of other trash in our roadways. A similar convenience store/gas station in a nearby area failed some years ago.
- 4) The presence of this combination business and the increased traffic associated with it, is of concern in its proposed location just across the street from South Shore Park.
- 5) While our final concern is not likely to resonate in Becker County, it should. The last thing we should be building in our county, known for its natural beauty, is another "fossil fuel" station! Climate change resulting from human activities including burning fossil fuels is a real threat to our planet. Our world is suffering from devastating storm events, drought, and wildfires. We are increasingly putting our water resources at risk. Becker County is not immune and shares responsibility with everywhere else.

We have more than enough gas stations/ convenience stores servicing our community in our highway corridors and business districts. The last place we need one more of these is in a residential neighborhood, close to a park, and in proximity to Detroit Lake.

William and Nancy Henke
962 South Shore Drive, Detroit Lakes

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To Whom it May Concern,

We are property owners located at 640 South Shore Drive and are deeply concerned about the application for a conditional use permit for the specific purpose of allowing a gas station on this property. We support a 1 to 4 family residential development. This is a wonderful area to provide additional housing for the Detroit Lakes community, however, it is not an acceptable location for a gas station. Please accept this email as our formal opposition to the convenience store and gas station on this property.

Sincerely,

Brad and Carrie Jacobson

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To: Planning Commission
RE: Request by Gehrig Properties LLC (Gehrig) for a Conditional Use Permit to Operate a Convenience Store and Gas Station

Dear Commissioners:

My wife, Mary, and I own a lake home at 560 South Shore Drive on the South Shore of Big Detroit. We have owned the property since 2012. Our home is located across the street from the property being developed by Gehrig, sometimes referred to as 557 South Shore Drive. Gehrig has, over the past several months, requested that the City of Detroit Lakes permit Gehrig to, among other things, build a convenience store and gas station (gas station) on the property being developed (presumably in conjunction with a request that the property be annexed by the City). On each occasion, that request was denied. Now, after being denied by the City on various occasions, Gehrig is proceeding with yet another request to build the gas station. This time from Becker County. We continue to object to Gehrig receiving any form of approval for the construction of a gas station on the subject property.

This matter is set for Hearing on August 30, 2023. Unfortunately, we will be out of town on that date and desire this email to serve as our objection to the Permit Application. This email is being sent to Nicole Bradbury and a request is made that it be emailed to the Planning Commission members before the Hearing, read aloud at the Hearing, and made a part of the permanent records of the Hearing.

Our Objections:

1. NO SHORTAGE OF GAS STATIONS. There is no shortage of gas stations in the City of Detroit Lakes or the surrounding area. For residents who live in the South Shore Drive area, there is a gas station at County Road 6 and Highway 59 and additional gas stations at the junction of Highways 10 and 59 and the on the NE corner of Big Detroit on Highway 10. It is hard to imagine that anyone living in that area is more than 10-15 minutes away from a gas station.
2. GAS STATION NUMBERS ARE RAPIDLY DECLINING. In 1994 there were approximately 202,800 gas stations in the United States. By 2012 that number had dropped to 156,000 and by 2020, to about 115,000. Market Watch www.marketwatch.com/statista.com/statistics/525107/number-of-gasoline-stations-in-the-united-states.

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www.convenience.org/Topics/Fuels. Fewer smokers, more fuel efficient vehicles (including electric vehicles) and GPS on smart phones have made it less likely for people to stop at gas stations. Online CNBC: Stock Market & Business March 20, 2020. By 2050, it is estimated that 43% of the remaining gas stations will no longer exist. www.ibisworls.com-gas stations, January 13, 2022. That will leave approximately 65,550 gas stations in the entire country! The need for new gas stations is definitely decreasing.

3. FUTURE ZONING AND LIABILITY CONSIDERATIONS. Post Pump provides research and resources to help City/County/State officials prepare zoning codes for an electric vehicle future. It suggests gas stations will become fewer as "electric vehicles remove the need for these businesses." www.postpump.org Gas Station Land Use & Zoning for the EV Future. Post Pump warns that taxpayers can end up being on the hook for substantial amounts due to environmental issues (such as leaking tanks causing damage to property or waterways). Special service station zones should be "chosen for their distance from wetlands, parks, residences, schools, or other environmentally sensitive areas." Id.
4. HEALTH CONCERNS. Gas station fuel tank filling and underground storage tanks release benzene, toluene, ethyl benzene, and xylene. The World Health Organization Guidelines for Indoor Air Quality (www.ncbi.nlm.nih.gov/books/NBK138708) suggests that benzene is the most harmful of those chemicals, there is no safe level for benzene exposure, and that it is harmful to human health. Exposure to gasoline and fumes can cause nose and throat irritation, breathing difficulties, headaches, and dizziness and, with more extensive exposure, serious health problems such as lung, brain, and kidney damage. Id. Taking health risks into consideration, Post Pump suggests that special service zones in commercial/industrial type areas, and not residential areas, be set up for the construction of any new gas stations. Not only would the Gehrig gas station be in a residential area, it would be directly across the street from a City Park where children (and adults) enjoy leisure activities and less than 1000 feet from the waters of Big Detroit. It is unclear whether the Gehrig application takes into consideration the City of Detroit Lakes' Shoreline Regulations which are arguably applicable to this Application since it will be less than 1000 feet from the water.
5. GAS STORAGE TANKS LEAK. Underground storage tanks are known to leak (especially as they age or are abandoned). Leaks are expensive to clean up and can cause damage to surrounding property.
6. PEACEFUL, QUIET ENJOYMENT. A gas station at 507 South Shore Drive will create more traffic, noise, vapor releases from filling vehicles and tankers filling storage tanks, night time activity and lights, and loss of the peaceful enjoyment of our residential properties.

We respectfully request that the Gehrig Permit Application be denied.

David and Mary Maring

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Dear Sir/ Madam,

I live on south shore drive. Bringing a gas station and convenience store to a busy residential area is not good and few reasons are as below;

- not safe to have gas station in residential area as it will increase the traffic. We already had one casualty of cyclist this year.
- not safe for children playing on the streets and new park. Park has attracted lot of crowd to the area. Increase traffic will can be detrimental and dangerous to local children.
- having a gas station near a lake may be potential for contamination of lake water in future .

Om

669 S Shore Dr

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August 29, 2023

To whom it may concern,

The Abraham family home is located at 641 South Shore Drive. Three homes east of the proposed gas station. We moved to the family neighborhood two years ago from the north side of Detroit Lakes where we lived in close proximity to commercial development. We invested \$430,000 to live in a quiet family neighborhood.

This gas station has been voted down by the City of Detroit Lakes twice. First in December of 2022 and second time after months of back and forth with City zoning and City Council by concerned citizens, gas stations were removed from the new "neighborhood commercial" ordinance. The new "neighborhood commercial" ordinance process started after Gehrig was denied a gas station at this location. After gas stations were voted out of the "neighborhood commercial" ordinance Gehrig would not annex his property into City limits and Gehrig decided to file with the County.

We are not in support of gas stations in established residential areas. It is known that gas stations are not appealing for neighborhood aesthetics, littering issues, light pollution, added noise to the neighborhood due to late and early hours of operation and 24 hour pumps. This will decrease the value of the homes in this neighborhood.

We have 2 options of convenience stores 6 minutes from our home. We will continue to support the established local businesses.

South Shore is a multimodal street. Adding commercial development specifically gas stations to this area will be a safety issue. Vehicles park on the sides of the road forcing walkers, bikers etc. to move into active traffic. There are side by sides, electric bikes, vintage cars etc. that "cruise" the lake at slow speeds. Adding additional traffic, gas tankers and freight will increase the odds of a tragic accident.

Winter months on South Shore are quiet. Cabins are closed up, snowbirds leave, tourism slows drastically and our population plummets. We do not have the neighborhood population required to keep a gas station or any commercial business open. Detroit Lakes has tried this before and the establishments are no longer in existence.

We support the petition that will be presented against the gas station. I will not reiterate all the valid points made on the petition. South Shore does not need a gas station or any commercial business. If Becker County sees a need for commercial development on the south side of town the County should review the option of completing a planning study with local residential input. There are other areas on the south side of Detroit Lakes that could support the commercial development without interfering with established residential properties and can support the traffic safely with current in place infrastructure.

Thank you for your time,

Lucas and Amber Abraham

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August 29, 2023

Planning Commission Administrator Kyle Vareberg

Re Zoning change request by Gehrig Properties, LLC.

My wife and I live at 679 Lake Forest Circle in Detroit Lakes which is about a half block from the new D L City Park on South Shore Drive. This Park is across the street from the address on the proposed rezoning request.

We notice how well the park is used by many generations of people, especially the playground area for families with young children.

We are very much opposed to any commercial business being authorized in this area. This is a residential area, not conducive to commercial businesses being introduced in our neighborhood. We lived at 500 South Shore Drive for a few months two years ago. I told my wife I did not want to live on South Shore Drive because of the heavy traffic and the noise that it brings.

South Shore Drive is a very heavily traveled roadway of vehicles, bicycles, walkers and parked construction and service vehicles. The speed limit is 35 MPH. Residents need to be very careful when they leave their driveway and many have bushes, trees and parked vehicles which hinder visual eyesight of approaching traffic. We do not need the additional traffic a commercial business would bring.

Each year several houses are built along South Shore Drive. These are often rebuilds on lake property. It seems to take most of a year for these to be completed from the time of tear down to final landscaping. During this time there are construction traffic and construction vehicles parked in the parking lanes on both sides of the roadway with construction workers around them. We have all learned to be very cautious as we pass by these sites.

The 91 acre hayfield property on South Shore Drive was sold in 2022 to be developed into a housing subdivision. I read a study a few years ago, where each new house generated four traffic movements each day, once completed. South Shore Drive and the roads leading off of 270th street will all have increased traffic over the next several years. Let's not exacerbate the situation with commercial developments.

We request the Planning Commission reject the proposed rezoning application. Would the Planning Commission Members want a convenience store/gas station in their neighborhood?

Delta and Karen Daggett

679 Lake Forest Circle

Detroit Lakes, Mn

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To the Members of the Becker County Planning Commission

My name is Brad Erickson, and my wife and I reside at 2103 270th Ave just to the south and east of the proposed gas station and convenience store. We are not able to attend the meeting tonight and want the planning commission to know that we are against the conditional use application for Gehrig Properties to operate a convenience store and gas station at the proposed location. The additional traffic with this type of business will create safety issues for all the kids and families that use the South Shore Park daily and for those who walk and ride bike to the park. We also have concerns about hours of operation and light pollution with the proposed gas station being in a residential area. The proposed location of this business is not a fit for the area or needed when there are two comparable businesses within 2-3 miles of proposed location. This proposal was applied for already through the city of Detroit Lakes and was part of annexation plan proposed and was denied based on all the concerns and feedback from residents in that area. The developer has stated that this is still a planned residential neighborhood and will likely be annexed into the City of Detroit Lakes. If for some reason the planning commission feels that this business is a need, then I ask you refer to the Detroit Lakes City Neighborhood Commercial Zoning Ordinances which determine what type of businesses, and scope and size should be built in a residential area. We are hoping that you take into consideration the concerns of the citizens, safety, and if this a proper location when voting on this application. We are requesting that you not approve the application for conditional use permit.

Thank you,
Brad & Erin Erickson

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Good evening-

I'm writing to put my objection in formally about the conditional use permit for a gas station + convenience store at 270th & South Shore Dr. I live directly in the neighborhood and have been against a gas station from the beginning for many concerns. For one, I do not think a business that can be open 24 hours a day/7 days a week has any place in an already established neighborhood. As long as there are pay-at-the-pump options, there will be business transactions occurring within a neighborhood at all hours of the day. And that means there will be headlights shining into peoples homes. There are already 2 gas stations not far away from us currently and no one is hurting to find a place to fill up their car, truck or boat.

I have been involved from the get-go regarding the proposed zoning by the city and we worked to establish a neighborhood commercial zone that would allow for businesses on that corner - just NOT a gas station. But that is obviously unacceptable to the owner. We are not against development and not even against a small neighborhood friendly business opening next door to us. The people of this neighborhood have spoken up again and again about their concerns in having a gas station at this location and I would appreciate that now our County Officials will take this opportunity as well to listen to their constituents of this neighborhood and deny the conditional use permit for a large gas station in our neighborhood.

Amanda Beehler Habrat
650 S Shore Dr.

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August 30th 2023

Becker County Planning & Zoning
915 Lake Ave
Detroit Lakes MN 56501

Dear Becker County Planning Commission & County Commissioners:

This letter is concerning the Gehrig Properties LLC conditional use permit application to operate a convenience store and gas station located on parcel ID # 19.0296.000 Section 15 Township 138 Range 041; S ½ of NE ¼ less the south 200' of the east 675, Lakeview Township.

The Preserve Owners Association board of directors is totally against having a gas station / convenience store at this location. This is not the right location for any commercial / light commercial / gas station / convenience store. This is a residential neighborhood and in our opinion its best use is residential 1-4 unit homes.

There is a safety factor with the current traffic right now on South Shore Drive and having any commercial businesses at this location will make South Shore Drive even more unsafe for all the residents that drive, run, walk, and bike along the lake. Adding any sort of commercial businesses at this location will add to the current safety issues. If you allow commercial businesses at this location that will bring in semi-trucks and delivery trucks to South Shore Drive and the road is not wide enough to allow for this kind of traffic.

There are very nice homes on South Shore and surrounding area, and a new public park that the City of Detroit Lakes and its residents just built for the enjoyment of the residents. Having a gas station at this location will have a negative impact on the property values and the enjoyment of our properties and the use of the city park.

The City of Detroit Lakes has already denied this application 2 separate times. Please deny this request for the safety, and sanctity of our property values and our right to enjoy our homes, enjoy the beautiful South Shore Park and all its amenities, along with walking, biking, and running in this area.

Respectfully,

The Preserve Owners Association Board of Directors

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Matt Brenk and the Council.

This letter is addressing the new plans for the gas station that is to be built on 270th Ave as I was not able to attend the meeting. Our family spent 3 years trying to find the perfect home and now this gas station would not only put our pets and children at risk, but also make our home less valuable. So my question is, what makes my investment less important than these persons pushing a gas station? Also, I really don't think the roads can handle the traffic. I would like to ask the Council to consider putting this on the table until studies can be done to see if our little road could handle something like this. Every other gas station is off of a major highway.

Thanks for taking the time to read.
this —

Annie Seaberg

13504 270th Ave Dh
218-234-7423

**PETITION TO THE COUNTY OF BECKER, MINNESOTA,
THE CITY OF DETROIT LAKES, MINNESOTA and
LAKE VIEW TOWNSHIP, MINNESOTA**

ATTN: PLANNING AND ZONING

APPLICANT: Gehrig Properties, LLC (Jason and Leah Gehrig)
PO Box 9923
Fargo, North Dakota 58106

Registered Agent: Custom Express Car Wash, owned by Jason Gehrig lists Kyle Freier as his Registered Agent. Kyle is Chief Operation Officer of Property Resources Group. Custom Express Car Wash was renamed Tommy's Express Car Wash and Gehrig's local franchises are operated by Premier Wash Systems, which Jason Gehrig and Kevin Christianson own.

Christianson Companies is a multi-faceted company. It is a development and construction company which specialized in multi-family, apartments, restaurants, twin homes, retail, etc., and also houses a full service brokerage and property management company, known as Property Resources Group (PRG). Christianson Companies also provides an in-house design leg called Design Resource Group (DRG). All of these entities work together and could potentially benefit from the commercialization of this residential area.

PROJECT LOCATION: TBC 270th Avenue, which intersects with South Shore Drive, Detroit Lakes, MN. 56501

LEGAL LAND DESCRIPTION: Tax ID number 19.0296.000 Section 15 Township 138 Range 041; S1/2 of NE ¼ less the South 200' of the East 675'; Lake View Township.

REFER TO BECKER COUNTY ZONING ORDINANCE

REPLIES/COMMENTS: Public testimony regarding this application will only be received by email, in writing, or in-person at the hearing. Interested parties are

invited to submit to the Becker County Department of Planning and Zoning WRITTEN FACTS, ARGUMENTS, OR OBJECTIVES BY 2:00 P.M. THE DATE OF THE HEARING. THESE STATEMENTS SHOULD BEAR UPON THE SUITABILITY OF THE LOCATION AND THE ADEQUACY OF THE PROJECT AND SHOULD SUGGEST ANY APPROPRIATE CHANGES BELIEVED TO BE DESIRABLE.

JURISDICTION: This Project comes under the Regulatory Jurisdiction of the Becker County Zoning Laws.

REGULATORY AUTHORITY: This Application will be reviewed according to the provisions of the Becker County Zoning Ordinance. The decision whether to issue a Permit will be based on the evaluation of the probable impact including cumulative impacts of the proposed activity. That decision will reflect the concern for “both protection and utilization of important resources. All factors which may be relevant to the proposal will be considered including the cumulative effects: LAND USE, SHORELINE PROTECTION, WATER SUPPLY AND CONSERVATION, SAFETY, ECONOMICS, in general, the NEEDS AND WELFARE OF THE PEOPLE.”

THE FOLLOWING PETITIONERS ARE RESIDENTS NEAR THE ABOVE LISTED AREA AND WILL BE AFFECTED BY YOUR DECISION. THE SIGNATURES BELOW ARE SOUTH SHORE RESIDENTS AND LAKE FOREST DEVELOPMENT HOMES.

FACTS/ARGUMENTS

1. Multiple gas stations with convenience stores are within six (6) minutes from the proposed gas station, so the proposed gas station would not provide a service that is not found in the area. Also, there is an existing tax paying business within two (2) minutes of the proposed site that sells gas for watercraft. The proposed gas station would take away business from existing tax paying businesses, unnecessarily. (Conditional Use Application #1, #2, and 6D)
2. A proposed gas station at this property was voted down twice by the Detroit Lakes City Council. The first time on December 13, 2022. The request from Gehrig Properties then was for a B-2 General Business/LB lakefront Business zoning designation. The request was denied. The second time it was voted down related to the newly adopted Ordinance 507, which created a Neighborhood Commercial District that was voted in on May 9, 2023. The new Neighborhood Commercial Ordinance passed, but the approval for the gas stations in residential areas was voted down, due to a multitude of concerns by local residents.
3. Proposed access to the requested facility is from 270th Avenue, which junctions with South Shore Drive. 270th Avenue is not a 10-ton road, so the developer would have to gain approval for an entrance on South Shore Drive to support tanker trucks. (see plat.) 270 Avenue is also full of pot holes and will need work. Additional traffic including freight traffic on South Shore would increase noise, safety issues and create additional wear and tear on the road. South Shore Drive has multi-modal traffic ie: walkers, bikers, electric bikes, cars, rangers, etc.

Additional traffic to this area is a safety concern. Presently, there is so much traffic on South Shore that residents have difficulty getting on to South Shore from their homes. This proposed gas station and ultimately what comes after it, will directly impact an area that is already a high traffic area and is presently used by many, many children. The new South Shore Park is beautiful and used by many Detroit Lakes residents. Additional traffic would be a safety issue for the young people who love that park.

4. A gas station will create additional noise, fumes, lighting issues, garbage, traffic, safety and environmental concerns for the neighborhood which is well documented. (Conditional Use Application #5)

5. The developer states that the view from the water will be blocked by existing structures. Those Structures would be the houses on South Shore Drive. Boaters will not have to see and hear the noise from the gas station and all that it brings with it, but tax paying homeowners will and for them it will be 24 hours a day – 7 days a week. (Conditional Use Application 6B)

6. Home values in proximity to a gas station decline because of the noise, lighting, garbage, safety and environmental concerns which are all well documented and understood by real estate agents.

7. The developer is seeking approval for a SIX THOUSAND FIVE HUNDRED (6,500 sq. ft.) Square Foot convenience store plus eight gas pumps, which is similar in scope to the size of the Holiday Gas Station at 303 Frazee Street East, Detroit Lakes, MN. What this applicant is asking for is not a SMALL neighborhood convenience store (Business Plan Review in Conditional Use Application).

OBJECTIVE:

Requesting the City of Detroit Lakes, County of Becker and Township of Lake View, cease commercial development in residential neighborhoods. There are many opportunities for commercial development elsewhere in the city, county and township in non-residential areas. An ordinance requiring one or two acre building sites for new homes would be appropriate also. It would restrict the building of new roads and the wear and tear on the present ones, and perhaps Save the Park.

Statement from the Board notes from Becker County Planning Commission, October 9, 2018, Sentences 55-61. This refers to the Application Requesting a Conditional Use Permit for a Dollar General Store between Cormorant and Pelican Rapids, with a Pelican Rapids address by Kevin Pladson of Fargo. The following are comments against the approval of the Conditional Use Permit from the Gehrig's.

Sentence #55. "Jason and Leah Gehrig spoke against the application. Gehrig explained they are the owner of the land across the street from the proposed Dollar General Store, and are concerned about the safety issues by drawing more people to the area. The Gehrig's also explained that the aesthetics of the project would not be favorable. They do not want to look at the store front. Gehrig mentioned an incident at her home and the Sheriff's response took one hour to get out there. She

stated she was concerned about the Sheriff's response time and extra policing that is needed around the area if the Application is approved."

Quotes from the City of Detroit Lakes Planning Commission, Council Meeting, May 9, 2023.

After several homeowners expressed concerned over the gas station issue and commercial enterprises in a residential neighborhood, the following was quoted from the Notes from the above meeting. "Alderman Dallmann asked if there was anyway we could move on the get rid of the convenience store piece. Alderman Stearns made a motion to amend the ordinance to removed subd3-b regarding gas stations. The motion was seconded by Alderman Zeman." "Mayor Brenk called for a vote for the amendment to the motion. The motion to amend the motion to remove gas stations from the ordinance carried, with dissenting votes from Alderman Carlson, Boeke, and Josephson." This Ordinance is referred to as the Neighborhood Commercial District/Zone.

What is apparent is that Alderman Carlson must never drive on South Shore Drive. The location of the South Shore Park has added traffic, but has been a wonderful addition to this side of Detroit Lake and to residents of Detroit Lakes. There is ample parking for this site and was done well. To put commercial enterprises in this location would not be serving the constituents or your taxpayers.

Alderman Josephson stated that if they were going to "dumb down" the new ordinance, the City Council "should just get rid of the proposed ordinance".

PETITION ATTACHED:

316
317



TO THE MEMBERS OF THE COMMISSION, WE THE RESIDENTS OF FOREST HILLS, SOUTH SHORE DRIVE AND OTHER NEARBY RESIDENTS STRONGLY OPPOSE THE CONDITIONAL USE PERMIT SUBMITTED BY GEHRIG PROPERTIES TO OPERATE A GAS STATION AND CONVENIENCE STORE AT TBD 270TH AVENUE, DETROIT LAKES MN.

NAME	ADDRESS	PHONE NUMBER	EMAIL
Annie Seaberg	13504 270th Ave DL	218-234-7423	seabergannie@gmail.com
Kelly Seyring	18550 Totland Rd D.L	218-371-8688	kelheze@gmail.com
Steve Seaberg	12557 Carow Cir Frozee	218-841-4400	
Pam Cummings	25022 Oakland Beach Ln DL	218-849-0819	kcummings17@gmail.com
Kevin Cummings	25022 Oakland Beach Ln DL	218 850 9417	kevincummings1@gmail.com
John	13372 270th Ave Detroit Lakes	218-212-9465	tajohn80@hotmail.com
John	13372 270th Ave Detroit Lakes	701212 9417	Ch. Sue@hotmail.com
Amanda	901 Gabriel Cir DL MN 56501	(218) 251-0146	amandasalber@gmail.com
Isabelle	901 Gabriel Cir DL MN 56501	218 239 8579	isabelle000@gmail.com
Ronald	155 Gabriel Circle MN 56501	701-200-168	
Erica McDougall	863 White Tail Lane	218-849-9300	mcdoug1142@yahoo.com
Erica McDougall	863 White Tail Lane DMN 56501	218-849-3741	mcdoug1142@yahoo.com
Barbara Rosten	11330 Co. mo. cut Hwy, Albion	701-261-2220	barbarerosten@comcast.net
John	992 W. Lake Dr.	218-844-9598	DL@me@hotmail.com
John	211 Gladwin St DL	218 850 4578	n.gcnurse@me.com
Lynn Dorff	1818 Brahard Blvd DL	218 850 3900	dlmedivan@medivan.com

TO THE MEMBERS OF THE COMMISSION, WE THE RESIDENTS OF FOREST HILLS, SOUTH SHORE DRIVE AND OTHER NEARBY RESIDENTS STRONGLY OPPOSE THE CONDITIONAL USE PERMIT SUBMITTED BY GEHRIG PROPERTIES TO OPERATE A GAS STATION AND CONVENIENCE STORE AT TBD 270TH AVENUE, DETROIT LAKES MN.

NAME	ADDRESS	PHONE NUMBER	EMAIL
John	13504 270th Ave DL	218-849-4126	johnstjohn27@detrolakes.com
Nancy Olds	55116 E Wymer Lake Rd	218-849-6667	
Danika Keithiser	309 Willow St W DL	218-850-2854	
John Olds	55116 E Wymer Lake Rd Frozee	218-850-8752	ambietin@gmail.com
Alyssa Halpern	920 Pembina Trail DL, MN 56501	701-306-7984	alysa.halpern@gmail.com
Carmen Schroll	32412 State Hwy 34 DL	218-841-2843	Carmen Schroll
Brenda Begum	DL		
Tom Blaker	3302 Canyon Blvd	218 850 0100	

TO THE MEMBERS OF THE COMMISSION, WE THE RESIDENTS OF FOREST HILLS, SOUTH SHORE DRIVE AND OTHER NEARBY RESIDENTS STRONGLY OPPOSE THE CONDITIONAL USE PERMIT SUBMITTED BY GEHRIG PROPERTIES TO OPERATE A GAS STATION AND CONVENIENCE STORE AT TBD 270TH AVENUE, DETROIT LAKES MN.

NAME	ADDRESS	PHONE NUMBER	EMAIL
DENNIS GABRIEL	570 S Shore Dr.	701-799-1954	METALCASTINGGABRIEL@CML
Jan Gabriel	510 S Shore Dr.	701-794-1898	jk.gabriel@gmail.com
W. J. Lempe	516 S. Shore Dr.	701-233-7149	joellemp@icloud.com
Joel Olson	524 S. Shore Dr.	701-520-1361	joel70994@yahoo.com
Peggy Olson	524 S. Shore Dr.	701-520-4959	joelpeggy@yahoo.com
Chris Friesen	500 S. Shore Dr.	218-234-1071	CFriesen@Friesensinc.com
Shawna Friesen	500 S. Shore DR	218-849-8867	Sgfriesen@frazee.k12.mn.us
Terry Lane	416 - 1st St Circle	612-242-3950	terry.lane@gmail.com
Clayton Owens	EJ44 " " "	238 846 0779	P.Owens@LakeView
Robt Kitz	2226 WILDERNESS TR.	701-361-9101	Robt@robtkitz.com
Joetta Weible	2168 Shady Lane	701-261-0420	Joetta44@gmail.com
JD SW	512 Southshore Dr.	701-261-6744	doxk@SunshineMn.org
Tom Sundstrom	512 South Shore Drive S	701-261-1417	Tom@me.yaho.com
Karen Blum	404 S. Shore Drive	218-847-3035	Kbdlakess@gmail.com

319

TO THE MEMBERS OF THE COMMISSION, WE THE RESIDENTS OF FOREST HILLS, SOUTH SHORE DRIVE AND OTHER NEARBY RESIDENTS STRONGLY OPPOSE THE CONDITIONAL USE PERMIT SUBMITTED BY GEHRIG PROPERTIES TO OPERATE A GAS STATION AND CONVENIENCE STORE AT TBD 270TH AVENUE, DETROIT LAKES MN.

NAME	ADDRESS	PHONE NUMBER	EMAIL
Kathy Dickson	1124 South Shore Dr.	218-841-2377	kathy@emck.com
Dan & Lynn Juvonen	1111 South Shore Dr.	218-934-6675	Dan@Cmck.com
Phil Hansen	1053 South Shore Drive	701-306-8089	Phil@hansenproperties.com
Mattson	1535 Cambridge Road	218-234-6039	MATTSON5554@outlook.com
Phil Hansen	648 LAKE FOREST CIR	218-234-9695	KHMHF55@Q.com
Chris Melner	" " "	218-234-5588	CRAYM55@yahoo.com
Mark W. G. ...	1806 Nodaway Drive	320-243-5331	markw@outlook.com
Larry ...	1810 Nodaway Dr	218-830-9877	larry@stbishop.com

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322

323

Testimony closed.

324

The board asked for Lake View Township's opinion on the project.

326

327

Phil Hansen spoke and said the township does not have any objections to the project.

328

329

Mattson said his main concern is safety with the number of boats and existing traffic.

330
331 Skalin commented that if there was a turn lane, traffic couldn't park in it.
332
333 Jepson asked who would be responsible for putting in the turn lane.
334
335 Skalin said he's not sure how the city works, but it can fall on the developer.
336
337 Aillie stated that it would cut down the amount of time everyone would have to drive to a gas
338 station. He thinks traffic will either be the same or cut down. He said it would be an amenity for
339 the surrounding community and other people wouldn't likely drive out of their way to use it.
340
341 Hall said he does not live there but he knows people who do. He feels this is the direction the
342 city will be growing. He commented on the growth of Fargo to the South and west. He said they
343 put in parks and eventually expanded to convenience stores and gas stations. Hall stated there
344 used to be a gas station where he lives and when it closed it was missed. Now he has to drive ten
345 (10) miles and it's inconvenient. He thinks it will be needed and will happen eventually
346 anyways.
347
348 Lindow thinks a gas station would only be a minor convenience and not worth upsetting the
349 neighbors in the area. He said if it is needed than move it to another part of the property away
350 from neighbors.
351
352 Ailie commented that if you move the gas station it will still be in someone else's back yard.
353
354 Skalin said he understands the light pollution and wonders if there is a way to figure that out.
355
356 Ailie thought if you moved the building south there would be more room to put in a buffer. He
357 also commented that in the present time a gas station is just a want, but once everything is
358 developed it will be a need. He agrees that light pollution is an issue.
359
360 Lindow said he would like to see it tabled and have them come back with a different proposal.
361
362 Skalin said they could rotate the building ninety (90) degrees so the pumps would be on the
363 South.
364
365 Ailie thought then it would make sense to keep the building close to the North and let the lights
366 shine towards the south.
367
368 Blomseth asked the applicant if he would be opposed to turning it.
369
370 Gehrig said he's open to things and that he's just looking for approval at this point.
371
372 Blomseth said they can always add stipulations.
373
374 Lowry said they agree light pollution is a concern.
375

376 Seaberg said in reference to Chapter 8 of the Becker County ordinance, there is an effect on
377 surrounding properties, there is an effect on development, and it is a nuisance.
378

379
380 **MOTION: Lindow motioned to table the application until the next meeting to get**
381 **more information and to allow time for the applicant to rethink and present a**
382 **revised plan. Motin died for a lack of second.**
383

384
385 **MOTION: Skalin motioned to approve this application with the stipulation that the**
386 **building be turned ninety (90) degrees, that they remove all facilities out of the city**
387 **limits of Detroit Lakes, and that they schedule a special meeting on September 18th,**
388 **2023, to consider findings of fact consistent with the motion. Aho second.**
389

390 Vareberg asked that it be allowed to not only consider findings at the September 18th meeting,
391 but to also allow anyone on the Board to consider and bring any other conditions they may feel
392 necessary.
393

394 **Skalin and Aho accepted the changes to the motion. Roll Call; Disse, Skalin, Moritz,**
395 **Ailie, Hall, and Aho in favor. Lindow, Seaberg, and Mattson opposed. Motion**
396 **carried.**
397

398
399
400 **Other Business:**
401

402 **I) Tentative Date for Next Informational Meeting: September 20th, 2023; 8:00 am; 3rd Floor**
403 **Meeting Room in the Becker County Courthouse, Detroit Lakes, MN.**
404

405
406 **Since there was no further business to come before the Board, Ailie made a motion to**
407 **adjourn. Aho second. All in favor. Motion carried. The meeting adjourned at 7:43 pm.**
408

409
410
411 **David Blomseth, Chairman** _____ **Jeff Moritz, Secretary** _____
412

413 **ATTEST**
414 _____
415 **Kyle Vareberg, Zoning Administrator**

Closed Session-

Motion to close the meeting pursuant to Minn. Stat. Section 13D.05 Subd. 3(d), Meetings may be closed to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures and to discuss security deficiencies in or recommendations regarding public services, infrastructure and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses. The subject to be discussed is Becker County Information Technology infrastructure.

Additional Information provided at the Board Meeting

BECKER COUNTY BOARD OF COMMISSIONERS

Finance Committee Meeting

Friday, September 1, 2023 at 8:30 AM

Present: Barry Nelson, Chair; John Okeson, Vice Chair; Pat Oman, Administrator; ,Mary Hendrickson, Auditor-Treasurer; Bryan Malone, Soil & Water; Brian McDonald, County Attorney; Brent Bristlin, Maintenance; Lisa Will, Assessor; Matt Erickson, Veterans Services; Amanda Pachel, Human Resources; Steve Skoog, Land Use; Jim Olson, Hwy Engineer; Todd Glander, Sheriff

Administrator: Mr. Oman presented:

1. Becker SWCD - 2024 Proposed Budget with a 5% increase, County cost of \$220,559.00, Recommend to approve when presented.
2. Budget 2024 Review

Auditor-Treasurer: Ms. Hendrickson presented:

1. Regular Claims, Auditor Warrants, Over 90 Days & Additional Issues:

08/16/2023 in the amount of	\$ 53,321.80
08/20/2023 in the amount of	\$ 40,858.91
08/22/2023 in the amount of	\$440,668.67
08/29/2023 in the amount of	\$ 14,299.79
Total of	\$549,149.17

Over 90 Days;

BM Transport dated 03/04/2023 in the amount of \$4,417.63, invoice just turned in.
City of Detroit Lakes dated 12/20/2022 in the amount of \$8,000.00, just received.
Adam Douglas dated 04/04/2023 in the amount of \$82.00, invoice just turned in.
Dynamic Lifecycle dated 04/24/2023 in the amount of \$1,593.26, just received.
Goodin Company dated 04/28/2023 in the amount of \$13.53, invoice just turned in.
L & M Fleet dated 02/28/2023 in the amount of \$43.59, invoice just turned in.

Additional Issues:

Verizon Connect removed duplicate payment in the amount of \$32.38.

Six claims were held for W-9 forms.

2. Claims for Human Services, Public Health & Transit were reviewed. Recommend to approve when presented.
3. CLA 2022 Audit Exit Report: Becker County received an unmodified opinion.
4. June 2023 Cash Comparison, Sales Tax and Investment Summary were reviewed. Recommend to approve when presented.
5. Resolution 09-23-1C - Repurchase Parcel 32.0259.004. Recommend to approve when presented.

Attorney: Mr. McDonald presented:

1. Resolution 09-23-1A Victim Services Grant Award from the MN Dept of Public Safety, Office of Justice Programs in the amount of \$70,000. Recommend to accept the grant.

Maintenance: Mr. Bristlin presented:

1. Becker County Courthouse - Flush and Fill & Strainers Proposal from Johnson Controls in the amount of \$59,750.00. Recommend to approve when presented.

Assessor: Ms. Will presented:

1. Abatement for a travel trailer that was licensed in the amount of \$170.00. Recommend to approve when presented.

Veterans Services: Mr. Erickson presented:

1. Resolution 09-23-1D - MDVA Operational Grant Acceptance of \$10,000.00. Recommend to accept the grant.

Human Resources: Ms. Pachel presented.

1. Class & Comp Study Review, recommend full board discussion.

Land Use/Environmental Services: Mr. Skoog presented:

1. NRM
 - a) Recreational and Lakeshore Lease Rate increase for 2024 was discussed.
2. Environmental Services
 - a) Resolution 09-23-1E Market Price for SWM Tax. Recommend to approve when presented.
 - b) Review and award Demolition Cell Construction Bid. Accept low bid in the amount of \$252,560.00 from Dennis Drewes Inc. Recommend to approve when presented.
 - c) Solid Waste Assessment Review. Recommend full board discussion.
 - d) Request to purchase 10 radios from Midstates Wireless at a cost of \$10,362.00. Recommend to approve when presented.
 - e) Request to accept low quote of \$6,200 from Advanced Sandblast & Paint LLC for sandblasting the propane tank. Recommend to approve when presented.
 - f) Annual wood grinding contract with Harbo Mulch at a cost of \$26,775, approved.

Highway: Mr. Olson presented:

1. Accept Low Quote - Wetland Delineation Work CSAH 7 & CSAH 16 from Houston Engineering In the amount of \$10,841.00. Recommend to approve when presented.
2. Request to dispose via online public auction - Tandem Plow Truck and pup trailer, approved.
3. Final Payment Acceptance - 003-637-021 - Resolution 09-23-1F to Mark's Sand & Gravel in the amount of \$82,386.29. Recommend to approve when presented.
4. Final Payment Acceptance - 003-639-017 - Resolution 09-23-1G to Drewes Construction Inc in the amount of \$68,084.77. Recommend to approve when presented.

Sheriff: Mr. Glander presented:

1. HPUE Proposal for Cradlepoint Routers for squads at a cost of \$53,257.42, request to accept low quote from Verizon. Recommend to approve when presented.
2. Partial Squad purchase request. Request to purchase three 2024 Tahoe's at a cost of \$49,198.48 each, total of \$147,595.44 from North Country GM. Recommend to approve when presented.

Meeting Adjourned.

Respectfully Submitted,

Mary Hendrickson
Auditor-Treasurer



Minneapolis Office
DDA Human Resources, Inc.
5029 Upton Avenue South
Minneapolis, MN 55410
Phone: (612)920-3320 x103 | Fax: (612)605-2375
www.daviddrown.com

August 22, 2023

Carrie Smith, SHRM-CP
Human Resource Director
915 Lake Avenue
Detroit Lakes, MN 56501
(218) 846 7309 x 7350

RE: Memo to Employees Summarizing the Classification and Compensation Study

My name is Mark Goldberg, and I am the Principal Consultant at the consulting firm of David Drown Associates, Human Resources (DDA HR). The County Board hired our firm to conduct a Classification and Compensation Study for your community, and I have led the project team to complete this work. Everyone in our firm has direct experience working in the public sector and we are viewed as experts in Minnesota and across the nation.

So, why do this study? Classification and Compensation studies (C&C Studies) are done periodically to make sure your pay system is internally fair and externally competitive. The study will NOT result in job loss, a reduction in pay, or organizational restructuring – we are looking at jobs, not individuals.

DDA HR worked with the leadership of the County to select organizations with whom the County competes for talent. Although we do include cities and counties that are geographically close to you, it is important to consider organizations more broadly than that. We included counties that may be close to you in population size, that provide similar services to you or is a place to whom you have lost employees in the past. Here is the list of cities and counties we gathered market data from:

County	County	
Aitkin	Kanabec	
Benton	Mille Lacs	
Carlton	Morrison	
Cass	Otter tail	
Clay	Pine	
Crow Wing	Polk	
Douglas	Todd	
Hubbard	Wadena	
		City
		Detroit Lakes
		Fergus Falls
		Moorhead

When we gather this information, we carefully review any potential match to make sure it is accurate and an appropriate match for the job within the County. For this study, DDA HR was able to gather over 1,100 rows of data.

On the classification side, we relied on the position analysis questionnaires you completed to evaluate your jobs.

What do I mean by evaluate? It means using an objective defined way to determine the relative value of jobs within an organization. The County had used the Decision Band Method (DBM) for evaluating jobs. While this is a valid tool for evaluating positions, the system has not been updated in many years. Over time, errors have crept into how positions have been evaluated, reducing the effectiveness of the salary structure. The County approached DDA about implementing a newer system.

Becker County selected the JET system which is a point factor system designed by DDA specifically for the public sector. This system has 7 different factors, with several subfactors, that measures the impact of a job from multiple perspectives. As with any job evaluation system, JET focuses on the job, not the person.

The 7 factors included in JET are:

1. Qualifications
2. Decision Making
3. Problem Solving
4. Relationships
5. Physical and Mental Effort
6. Hazards
7. Conditions

DDA HR used the market data and job evaluation information to design a salary structure. This new structure will have 14 grades with 12 steps within each grade, steps are between 2.5%- 3.25% apart from each other.

The salary range minimum for this new structure will be, on average 1.59% above the average in the market.
The salary range maximum for this new structure will be, on average 3.71% above the average in the market.

This is a highly competitive salary structure that will allow the County to recruit talented individuals and to retain valuable employees.

If you have any questions regarding this study, please contact Carrie Smith at extension 7350.

Sincerely,

A handwritten signature in cursive script that reads "Mark Goldberg".

Mark Goldberg, Principal Consultant
DDA Human Resources, Inc.
5029 Upton Avenue South
Minneapolis, MN 55410
markg@daviddrown.com
612-920-3320 ext. 114



Classification and Compensation Study



DDA

Human Resources, Inc.
a David Drown Associates Company

Agenda

Who We Are

Project Plan/Goals

Findings and Analysis

Answer Questions

David Drown Associates

Nearly 20 years of
experience working
with cities and
counties in
Minnesota

With staff having
practical experience
in the public sector,
we understand local
government

We have worked with
over 450 government
clients

We base our business
on our clients'
needs. We expanded
to include HR to
assist our clients

Mark Goldberg

Over 25 years of compensation and classification experience

Over 10+ years in public sector. Former Compensation Manager

BA in Human Resources Management, Masters in Industrial and Labor Relations from Cornell



Project Goals

What this Study IS

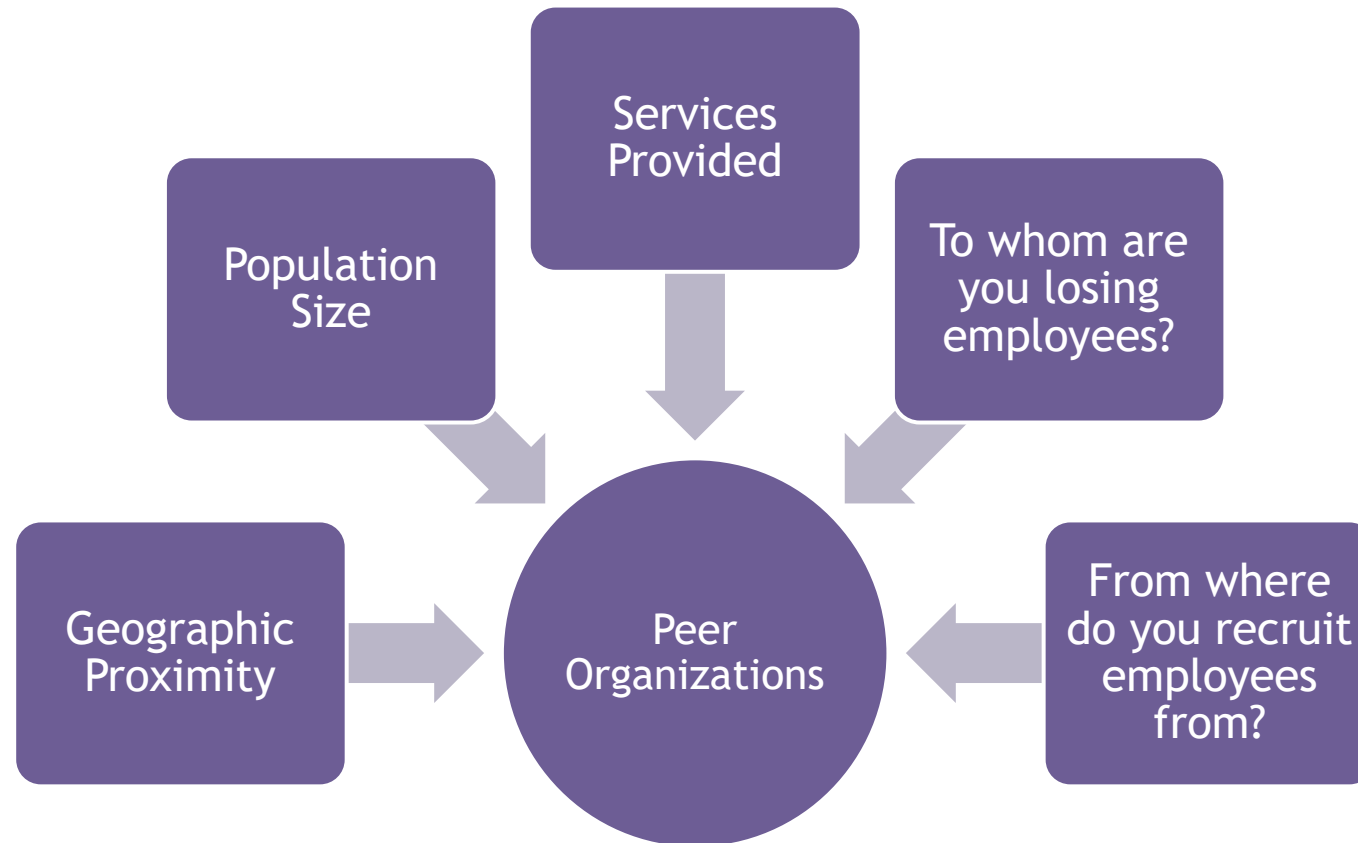
- One that ensures jobs are **classified appropriately** and meet FLSA guidelines.
- One that ensures **pay is competitive and equitably** structured.
- One that provides **policies and procedures** to keep the compensation system up-to-date.
- One that develops a **compensation system** that is easy to understand and administer.

- **NOT** a staffing needs study.
- **NOT** an organizational structure study.
- **NOT** a strategy designed to cut costs.
- **NOT** a strategy to eliminate positions.
- **NOT** a strategy to reduce or increase pay.

What this Study is NOT

Market Analysis

- ▶ DDA has partnered with the County to select a group of 19 public sector organizations with whom the County competes for talent. Here are some factors that were considered when selecting this group:



Market Data

- ▶ DDA attempted to gather data from the following Organizations:

County
Aitkin
Benton
Carlton
Cass
Clay
Crow Wing
Douglas
Hubbard

County
Kanabec
Mille Lacs
Morrison
Otter tail
Pine
Polk
Todd
Wadena

City
Detroit Lakes
Fergus Falls
Moorhead

Market Analysis

- ▶ When DDA reviews the positions in other organizations, we only use the match if at least 80% of the duties are close to the position at the City
- ▶ In reviewing the salary information, if one of the organizations pays significantly more or less than the others, we will remove that data point from the analysis (but will still show the data) so the County can decide if they want to include the information
- ▶ The data and related analyses were reviewed by a Consultant who has been involved in the project and other staff members to ensure applicability, validity, accuracy, and consistency of the data

Market Data - Base Salary

Why is +/- 10% Considered the Market?

- ▶ While there is nothing definitive around the 10% value, using that as a baseline will allow the organization to encompass employees who are all fully skilled at their job but may be paid at different rates for various reasons.
- ▶ Differences could be due to some of the following factors:
 - ▶ Past Performance
 - ▶ Time in the job
 - ▶ Differences in skills
 - ▶ Amount of responsibility
 - ▶ Previous experience
 - ▶ Higher certification level

Findings and Analysis

- ▶ Market Comparison

- ▶ When DDA compares the market data collected, we find that the County using the **NEW** structure, on the average is:

	New Min of Structure compared w Benchmark Min	New Max of Structure compared w Benchmark Max
All Positions	1.44% higher	3.56% higher

- ▶ Based on these comparisons the County would be considered
 - ▶ “highly aligned with the market”

Job Evaluation

- ▶ What is job evaluation? A defined methodology to determine the relative value of jobs within an organization.
 - ▶ Provides an objective and documented method for job analysis and evaluation.
 - ▶ Provides the basis for determining pay.

Becker County currently uses the Decision Band Method (DBM) for evaluating jobs

- ▶ While this is a valid tool for evaluating positions, the system has not been updated in many years
- ▶ Over time, errors have crept into how positions have been evaluated, reducing the effectiveness of the salary structure
- ▶ The County approached DDA about implementing a newer system

Job Evaluation Tool(JET)

Becker County selected the JET system which is a point factor system designed by DDA

- ▶ This system has 7 different factors, with several subfactors, that measures the impact of a job from multiple perspectives.
- ▶ JET was designed specifically for the public sector
- ▶ JET includes points for supervision, hazards and adverse working conditions.
- ▶ As with any job evaluation system, JET focuses on the job, not the person

JET System

1. Qualifications

2. Decision Making

3. Problem Solving

4. Relationships

5. Effort Mental and Physical

6. Hazards

7. Environment

JET Description

1

Only work content is considered.

2

Factors, such as performance or how long the employee has been in the job, are not included in evaluation of job.

Salary Structure Design

▶ Salary Ranges

- ▶ A salary range is the range of pay established by employers to pay employees performing a particular job or function
- ▶ Salary ranges have a minimum pay rate, a maximum pay rate, and a midpoint
- ▶ The salary range is determined by conducting a market analysis

Salary Structure Design

▶ Salary Range Width

- ▶ This is the distance between salary range minimum and maximum.
- ▶ Range width varies widely by organization due to different compensation philosophies
- ▶ Some organizations have a philosophy of not allowing any employees to fall outside the salary range and will increase the structure to accommodate them, others want a very narrow range to minimize pay differences

Salary Structure Design

- ▶ Once the data is collected, we use it to create a salary structure for the entire organization.
- ▶ The structure has a series of salary ranges, and those ranges are based on how the County evaluates the job internally and the market information that was collected.
- ▶ There are usually several jobs in a salary range and that means that those jobs, while performing vastly different duties, are viewed by the County as being roughly at the same level.

Salary Structure Design

- ▶ There are 14 grades
- ▶ Grades vary from between 7%-13% apart from each other
- ▶ There are 12 steps within each grade, steps are between 2.5%-3.25% apart from each other
- ▶ The range width is 37.41%, which is competitive in the market
- ▶ The details on what the new salary range looks like is on the next slide

Salary Structure Design

Becker County												
NEW Pay Plan Calibrated for 2024 Wages												
Steps												
		3.25%	3.25%	3.25%	3.00%	3.00%	3.00%	3.00%	2.75%	2.75%	2.50%	2.50%
Grade	Minimum	2	3	4	5	6	7	8	9	10	11	12
1	\$ 18.00	\$18.59	\$19.19	\$19.81	\$20.41	\$21.02	\$21.65	\$22.30	\$22.91	\$23.54	\$24.13	\$24.73
2	\$ 19.44	\$20.07	\$20.72	\$21.40	\$22.04	\$22.70	\$23.38	\$24.08	\$24.75	\$25.43	\$26.06	\$26.71
3	\$ 21.00	\$21.68	\$22.38	\$23.11	\$23.80	\$24.52	\$25.25	\$26.01	\$26.73	\$27.46	\$28.15	\$28.85
4	\$ 23.72	\$24.50	\$25.29	\$26.11	\$26.90	\$27.70	\$28.54	\$29.39	\$30.20	\$31.03	\$31.81	\$32.60
5	\$ 26.33	\$27.19	\$28.07	\$28.99	\$29.86	\$30.75	\$31.67	\$32.62	\$33.52	\$34.44	\$35.30	\$36.19
6	\$ 28.44	\$29.37	\$30.32	\$31.31	\$32.24	\$33.21	\$34.21	\$35.23	\$36.20	\$37.20	\$38.13	\$39.08
7	\$ 30.72	\$31.71	\$32.75	\$33.81	\$34.82	\$35.87	\$36.94	\$38.05	\$39.10	\$40.17	\$41.18	\$42.21
8	\$ 33.17	\$34.25	\$35.36	\$36.51	\$37.61	\$38.74	\$39.90	\$41.10	\$42.23	\$43.39	\$44.47	\$45.59
9	\$ 37.15	\$38.36	\$39.61	\$40.90	\$42.12	\$43.39	\$44.69	\$46.03	\$47.29	\$48.60	\$49.81	\$51.06
10	\$ 40.87	\$42.20	\$43.57	\$44.99	\$46.34	\$47.73	\$49.16	\$50.63	\$52.02	\$53.45	\$54.79	\$56.16
11	\$ 45.37	\$46.84	\$48.36	\$49.93	\$51.43	\$52.98	\$54.56	\$56.20	\$57.75	\$59.33	\$60.82	\$62.34
12	\$ 48.99	\$50.59	\$52.23	\$53.93	\$55.55	\$57.21	\$58.93	\$60.70	\$62.37	\$64.08	\$65.68	\$67.33
13	\$ 52.42	\$54.13	\$55.89	\$57.70	\$59.43	\$61.22	\$63.05	\$64.95	\$66.73	\$68.57	\$70.28	\$72.04
14	\$ 56.09	\$57.92	\$59.80	\$61.74	\$63.60	\$65.50	\$67.47	\$69.49	\$71.40	\$73.37	\$75.20	\$77.08

Findings and Analysis

- ▶ There are 17 employees paid above the salary range maximum, the recommendation is to have the pay for those employees frozen until the structure catches up with their wages
- ▶ We provided several implementation options for the County, the one that was selected brought all employees into the closest next step to their current salary on January 1. All employees will be given a minimum of a 2.5% increase (unless they were at/above the salary range maximum) even if that meant providing an additional step.

Any Questions?





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Thank You

Title	New Grade	New Min	New Max	Old 2023 Min	Old 2023 Max	Change in Min	Change in Max
County Administrator	14	\$ 56.09	\$ 77.08	\$ 48.22	\$ 71.31	\$ 7.87	\$ 5.77
County Attorney	13	\$ 52.42	\$ 72.04				
County Sheriff	12	\$ 48.99	\$ 67.33				
County Engineer	11	\$ 45.37	\$ 62.34	\$ 39.05	\$ 57.58	\$ 6.32	\$ 4.76
First Assistant Attorney	11	\$ 45.37	\$ 62.34	\$ 39.42	\$ 57.98	\$ 5.95	\$ 4.36
Human Resource Director/Assistant County Administrator	11	\$ 45.37	\$ 62.34	\$ 31.44	\$ 44.40	\$ 13.93	\$ 17.94
Human Services Director	11	\$ 45.73	\$ 62.34	\$ 39.05	\$ 57.58	\$ 6.68	\$ 4.76
Auditor - Treasurer	10	\$ 40.87	\$ 56.16				
Chief Deputy	10	\$ 40.87	\$ 56.16	\$ 36.58	\$ 47.94	\$ 4.29	\$ 8.22
Assistant Attorney	9	\$ 37.15	\$ 51.06	\$ 39.05	\$ 57.42	\$ (1.90)	\$ (6.36)
County Assessor	9	\$ 37.15	\$ 51.06	\$ 38.31	\$ 56.47	\$ (1.16)	\$ (5.41)
Financial Manager	9	\$ 37.15	\$ 51.06	\$ 33.84	\$ 44.40	\$ 3.31	\$ 6.66
Information Technology Director	9	\$ 37.15	\$ 51.06	\$ 33.84	\$ 44.40	\$ 3.31	\$ 6.66
Land Use Director	9	\$ 37.15	\$ 51.06	\$ 38.68	\$ 57.03	\$ (1.53)	\$ (5.97)
Adult Services Supervisor	8	\$ 33.17	\$ 45.59	\$ 36.58	\$ 47.94	\$ (3.41)	\$ (2.35)
Behavioral Health Supervisor	8	\$ 33.17	\$ 45.59	\$ 36.58	\$ 47.94	\$ (3.41)	\$ (2.35)
Child and Family Services Supervisor	8	\$ 33.17	\$ 45.59	\$ 36.58	\$ 47.94	\$ (3.41)	\$ (2.35)
Child Support Supervisor	8	\$ 33.17	\$ 45.59	\$ 32.24	\$ 42.17	\$ 0.93	\$ 3.42
Public Health Supervisor	8	\$ 33.17	\$ 45.59	\$ 36.58	\$ 47.94	\$ (3.41)	\$ (2.35)
Deputy Sergeant	8	\$ 33.17	\$ 45.59	\$ 34.59	\$ 45.20	\$ (1.42)	\$ 0.39
Financial Unit Supervisor	8	\$ 33.17	\$ 45.59	\$ 32.24	\$ 42.17	\$ 0.93	\$ 3.42
Jail Administrator	8	\$ 33.17	\$ 45.59	\$ 32.24	\$ 42.17	\$ 0.93	\$ 3.42
Human Services Deputy Director	8	\$ 33.17	\$ 45.59	\$ 30.67	\$ 40.08	\$ 2.50	\$ 5.51
Recorder	8	\$ 33.17	\$ 45.59	\$ 31.87	\$ 41.77	\$ 1.30	\$ 3.82
Social Services Supervisor	8	\$ 33.17	\$ 45.59	\$ 36.58	\$ 47.94	\$ (3.41)	\$ (2.35)
Zoning Administrator	8	\$ 33.17	\$ 45.59	\$ 31.87	\$ 41.77	\$ 1.30	\$ 3.82
Adult Services Social Worker - Over 65	7	\$ 30.72	\$ 42.21	\$ 32.24	\$ 42.17	\$ (1.52)	\$ 0.04
Assistant Jail Administrator	7	\$ 30.72	\$ 42.21	\$ 27.12	\$ 37.59	\$ 3.60	\$ 4.62
Behavioral Health Social Worker	7	\$ 30.72	\$ 42.21	\$ 32.24	\$ 42.17	\$ (1.52)	\$ 0.04
Certified MNChoice Assessor	7	\$ 30.72	\$ 42.21	\$ 32.24	\$ 42.17	\$ (1.52)	\$ 0.04
Chief Deputy Assessor	7	\$ 30.72	\$ 42.21	\$ 28.71	\$ 37.59	\$ 2.01	\$ 4.62
Construction Manager	7	\$ 30.72	\$ 42.21	\$ 32.24	\$ 42.17	\$ (1.52)	\$ 0.04
Deputy Auditor - Treasurer	7	\$ 30.72	\$ 42.21	\$ 28.71	\$ 37.59	\$ 2.01	\$ 4.62
Deputy Investigator	7	\$ 30.72	\$ 42.21	\$ 32.62	\$ 42.57	\$ (1.90)	\$ (0.36)
Deputy/Emergency Manager	7	\$ 30.72	\$ 42.21	\$ 29.47	\$ 38.38	\$ 1.25	\$ 3.83
Developmental Disability Case Manager	7	\$ 30.72	\$ 42.21	\$ 32.24	\$ 42.17	\$ (1.52)	\$ 0.04
Economic Development Specialist	7	\$ 30.72	\$ 42.21	\$ 32.24	\$ 42.17	\$ (1.52)	\$ 0.04
NRM Land Commissioner Supervisor	7	\$ 30.72	\$ 42.21	\$ 31.87	\$ 41.17	\$ (1.15)	\$ 1.04
Nutrition Coordinator	7	\$ 30.72	\$ 42.21	\$ 30.67	\$ 40.08	\$ 0.05	\$ 2.13
Public Health Nurse	7	\$ 30.72	\$ 42.21	\$ 32.24	\$ 42.17	\$ (1.52)	\$ 0.04
Registered Nurse	7	\$ 30.72	\$ 42.21	\$ 32.24	\$ 42.17	\$ (1.52)	\$ 0.04
County Veterans Service Officer	7	\$ 30.72	\$ 42.21	\$ 28.71	\$ 37.59	\$ 2.01	\$ 4.62
Accountant	6	\$ 28.44	\$ 39.08	\$ 31.87	\$ 39.68	\$ (3.43)	\$ (0.60)
Deputy	6	\$ 28.44	\$ 39.08	\$ 29.47	\$ 38.38	\$ (1.03)	\$ 0.70
Developer - GIS Coordinator	6	\$ 28.44	\$ 39.08	\$ 30.29	\$ 39.68	\$ (1.85)	\$ (0.60)
Financial Worker	6	\$ 28.44	\$ 39.08	\$ 23.09	\$ 30.01	\$ 5.35	\$ 9.07
Maintenance Crew Foreman	6	\$ 28.44	\$ 39.08	\$ 25.13	\$ 32.62	\$ 3.31	\$ 6.46
NRM Forester	6	\$ 28.44	\$ 39.08	\$ 31.87	\$ 41.77	\$ (3.43)	\$ (2.69)
Release Planner/Case Worker	6	\$ 28.44	\$ 39.08	\$ 29.47	\$ 38.38	\$ (1.03)	\$ 0.70
Traffic Service Foreman	6	\$ 28.44	\$ 39.08	\$ 27.50	\$ 35.76	\$ 0.94	\$ 3.32
Appraiser	5	\$ 26.33	\$ 36.19	\$ 22.15	\$ 28.76	\$ 4.18	\$ 7.43
Building Maintenance Supervisor	5	\$ 26.33	\$ 36.19	\$ 27.30	\$ 35.56	\$ (0.97)	\$ 0.63
Chief Bailiff	5	\$ 26.33	\$ 36.19	\$ 25.13	\$ 32.62	\$ 1.20	\$ 3.57
Chief Deputy Recorder	5	\$ 26.33	\$ 36.19	\$ 24.37	\$ 31.82	\$ 1.96	\$ 4.37
Child Support Officer	5	\$ 26.33	\$ 36.19	\$ 27.12	\$ 35.36	\$ (0.79)	\$ 0.83
Communications Supervisor	5	\$ 26.33	\$ 36.19	\$ 29.09	\$ 37.99	\$ (2.76)	\$ (1.80)
HHW Coordinator	5	\$ 26.33	\$ 36.19	\$ 22.15	\$ 28.76	\$ 4.18	\$ 7.43
IT Analyst	5	\$ 26.33	\$ 36.19	\$ 26.74	\$ 34.96	\$ (0.41)	\$ 1.23
Jail Sergeant	5	\$ 26.33	\$ 36.19	\$ 25.13	\$ 40.08	\$ 1.20	\$ (3.89)
Licensed Practical Nurse	5	\$ 26.33	\$ 36.19	\$ 23.09	\$ 30.02	\$ 3.24	\$ 6.17
Transit Coordinator	5	\$ 26.33	\$ 36.19	\$ 23.09	\$ 30.02	\$ 3.24	\$ 6.17
Mechanic II	5	\$ 26.33	\$ 36.19	\$ 25.13	\$ 32.62	\$ 1.20	\$ 3.57
Program Coordinator	5	\$ 26.33	\$ 36.19	\$ 23.09	\$ 30.02	\$ 3.24	\$ 6.17
Research/GIS	5	\$ 26.33	\$ 36.19	\$ 22.72	\$ 29.62	\$ 3.61	\$ 6.57
Senior Engineering Technician	5	\$ 26.33	\$ 36.19	\$ 25.13	\$ 32.62	\$ 1.20	\$ 3.57
Transportation Technician	5	\$ 26.33	\$ 36.19	\$ 27.12	\$ 35.36	\$ (0.79)	\$ 0.83
Victim Service Coordinator	5	\$ 26.33	\$ 36.19	\$ 22.72	\$ 29.62	\$ 3.61	\$ 6.57

Human Resource Generalist	4	\$	23.72	\$	32.60	\$	20.82	\$	27.10	\$	2.90	\$	5.50
Bailiff	4	\$	23.72	\$	32.60	\$	23.47	\$	30.42	\$	0.25	\$	2.18
Communications Officer	4	\$	23.72	\$	32.60	\$	22.52	\$	29.16	\$	1.20	\$	3.44
Correctional Officer	4	\$	23.72	\$	32.60	\$	21.28	\$	27.90	\$	2.44	\$	4.70
Fraud Prevention Investigator	4	\$	23.72	\$	32.60	\$	25.13	\$	32.62	\$	(1.41)	\$	(0.02)
License Supervisor	4	\$	23.72	\$	32.60	\$	22.52	\$	29.16	\$	1.20	\$	3.44
Maintenance Technician	4	\$	23.72	\$	32.60	\$	21.20	\$	27.50	\$	2.52	\$	5.10
Maintenance Worker	4	\$	23.72	\$	32.60	\$	21.58	\$	27.90	\$	2.14	\$	4.70
Material Recovery Facility Manager	4	\$	23.72	\$	32.60	\$	25.13	\$	32.62	\$	(1.41)	\$	(0.02)
Mechanic I	4	\$	23.72	\$	32.60	\$	23.47	\$	30.42	\$	0.25	\$	2.18
Office Manager	4	\$	23.72	\$	32.60	\$	21.58	\$	27.90	\$	2.14	\$	4.70
Payroll - Accounting Specialist	4	\$	23.72	\$	32.60	\$	21.77	\$	28.36	\$	1.95	\$	4.24
Support Enforcement Aide	4	\$	23.72	\$	32.60	\$	21.20	\$	27.50	\$	2.52	\$	5.10
Traffic Service Worker	4	\$	23.72	\$	32.60	\$	22.52	\$	29.16	\$	1.20	\$	3.44
Traffic Station Manager	4	\$	23.72	\$	32.60	\$	25.13	\$	32.62	\$	(1.41)	\$	(0.02)
Assistant County Veterans Service Officer	4	\$	23.72	\$	32.60	\$	21.20	\$	27.50	\$	2.52	\$	5.10
Zoning Tech/Sewer Inspector	4	\$	23.72	\$	32.60	\$	23.09	\$	30.02	\$	0.63	\$	2.58
Zoning Technician/E911	4	\$	23.72	\$	32.60	\$	23.09	\$	30.02	\$	0.63	\$	2.58
Account Clerk 2	3	\$	21.00	\$	28.85	\$	19.31	\$	24.99	\$	1.69	\$	3.86
Administrative Assistant	3	\$	21.00	\$	28.85	\$	19.31	\$	24.99	\$	1.69	\$	3.86
Assessment Tech I	3	\$	21.00	\$	28.85	\$	20.24	\$	26.22	\$	0.76	\$	2.63
Bus Driver	3	\$	21.00	\$	28.85	\$	18.43	\$	23.71	\$	2.57	\$	5.14
Case Aide	3	\$	21.00	\$	28.85	\$	21.20	\$	27.50	\$	(0.20)	\$	1.35
Compactor Truck Driver	3	\$	21.00	\$	28.85	\$	20.63	\$	26.64	\$	0.37	\$	2.21
Deputy Recorder	3	\$	21.00	\$	28.85	\$	20.82	\$	27.10	\$	0.18	\$	1.75
Driver/Dispatcher	3	\$	21.00	\$	28.85	\$	18.43	\$	23.71	\$	2.57	\$	5.14
Ext Office Manager	3	\$	21.00	\$	28.85	\$	19.68	\$	25.39	\$	1.32	\$	3.46
Highway Office Support Clerk	3	\$	21.00	\$	28.85	\$	19.88	\$	25.85	\$	1.12	\$	3.00
Jail Secretary	3	\$	21.00	\$	28.85	\$	17.67	\$	22.91	\$	3.33	\$	5.94
Legal Assistant	3	\$	21.00	\$	28.85	\$	18.93	\$	24.59	\$	2.07	\$	4.26
Recycling/Transfer Station	3	\$	21.00	\$	28.85	\$	19.68	\$	25.39	\$	1.32	\$	3.46
Sheriff Secretary	3	\$	21.00	\$	28.85	\$	17.67	\$	22.91	\$	3.33	\$	5.94
STS Crew Lead	3	\$	21.00	\$	28.85	\$	20.63	\$	26.64	\$	0.37	\$	2.21
Transfer Station	3	\$	21.00	\$	28.85	\$	19.31	\$	24.99	\$	1.69	\$	3.86
Transport Officer	3	\$	21.00	\$	28.85	\$	21.58	\$	27.90	\$	(0.58)	\$	0.95
Account Clerk 1 (Licensing Clerk)	3	\$	19.44	\$	26.71	\$	17.67	\$	22.91	\$	1.77	\$	3.80
Account Clerk 1	2	\$	19.44	\$	26.71	\$	19.31	\$	24.99	\$	0.13	\$	1.72
Court Screeners	2	\$	19.44	\$	26.71	\$	19.68	\$	25.39	\$	(0.24)	\$	1.32
Custodian	2	\$	19.44	\$	26.71	\$	14.89	\$	19.12	\$	4.55	\$	7.59
Office Support Specialist	2	\$	19.44	\$	26.71	\$	17.67	\$	22.91	\$	1.77	\$	3.80
Pay Station Clerk	2	\$	19.44	\$	26.71	\$	17.67	\$	22.91	\$	1.77	\$	3.80