



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, April 2, 2024 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 487 160 752#

- 7:00 Quarterly Joint Governance Meeting - Hosted by the Chamber of Commerce - Becker County Museum 2nd Floor - 714 Summit Ave Detroit Lakes, MN 56501
- 8:15 Call the Board Meeting to Order: Board Chair Okeson
1. Pledge of Allegiance
- 8:20 Regular Business
1. Agenda Confirmation 3
 2. Minutes of March 19, 2024 5
- 8:25 Consent Agenda
1. Auditor-Treasurer 9
 - a) Regular Claims, Auditor Warrants, and Claims over 90 Days
 2. Human Services
 - a) Claims - Human Services, Public Health & Transit
 3. Land Use/ Environmental Services
 - a) NRM
PLSS Grant Request 10
 - b) Environmental Services
Capital Purchase Request - Floor Sweeper & Scrubber 12
Permission to Sell 2010 Mack Compactor Truck 25
- 8:30 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
 - a) Planning Commission
 4. Presentation of the BeckerBay funds to the Becker County Food Pantry
- 9:00 County Administrator
1. Report
 2. Detroit Lakes High School Career Academy - presented by Vern Schnathorst and Aaron Swenson
 3. Special Board Meeting - April 9, 2024 at 8:15 am
 4. White Earth Land Legislation
- 9:30 Auditor-Treasurer
1. License List 26

2. Resolution 04-24-1A - MN Flyers Gymnastics - MFG Gambling Permit 27

9:35 Highway

1. Resolution 04-24-1B - Bituminous Materials Bid Award 28

2. Resolution 04-24-1C - Dust Control Bid Award 30

3. Resolution 04-24-1D - Weed Spraying-ROW Quote Award 32

9:45 Break

9:50 Sheriff

1. Resolution 04-24-1E - State of MN Annual County Boat & Water Safety Grant Agreement 40

2. Purchase Request - New Sean Born Boat Lights & Equipment 41

10:00 Planning & Zoning

1. Planning Commission Recommendations 03/27/2024 42

a) Jarko Properties LLC - Request a Preliminary Plat for Thirty (30) existing units and Forty-One (41) new units to be known as Elite Shop Condos

b) Ethan Thompson - Request for a Conditional Use Permit to operate a U-Pick Flower Business

2. Comprehensive Plan Update

10:25 Closed Session - Labor Negotiations Strategy

1. Motion to close the meeting pursuant to Minn. Stat. Section 13D.03 Subd. 1(b) 57

Adjourn



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Adjourn

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, March 19, 2024, at 8:15 am

LOCATION: Board Room, Courthouse

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

Agenda/Minutes:

1. Agenda – Motion and second to approve agenda (Jepson, Meyer) carried.
2. Minutes – Moved and second to approve minutes of March 5, 2024, with the requested changes (Jepson, Meyer) carried.
3. Motion and second to approve the Consent Agenda (Meyer, Nelson) carried.

Commissioners:

1. Open Forum:
 - Todd Simison – Appreciate Board Members testifying in opposition of White Earth Land bills.
 - Gerry Schram – Thank you for passing Resolution in opposition of White Earth Land bills. Must stay on top of legislation.
2. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Jepson – Human Services, Senior Council, NW Regional Emergency Communications Board, Comp Plan.
 - Commissioner Meyer – Dancing Sky, RAC, Courthouse.
 - Commissioner Nelson – Testimony at Legislative Session.
 - Commissioner Okeson – Highway, Union Negotiations.
 - Commissioner Vareberg – Human Services, Highway.
3. Appointments
 - None.

County Administrator – Human Resources: presented by Carrie Smith.

1. Becker County Museum – presented by Becky Mitchell.
 - Recap of 2023 – Paid admissions are up. The building is being utilized.

- Motion and second to reimburse museum for insurance up to \$10,412 (Meyer, Nelson) carried.
2. Airport T-Hanger Project Contract Bid Awards: presented by Kelcey Klemm.
 - Motion and second to approve the Airport Hanger Bid (Meyer, Okeson) carried.
 3. Report
 - Union negotiations are ongoing.
 - Liza from DDA will be on site tomorrow regarding the Administrator search.
 - Discussion on the Bills coming thru legislation regarding land transfer and first rite of purchase.
 - Motion and second to pay for mileage and per diem for commissioners when they testify in front of the legislature (Nelson, Meyer) carried.
 - Project 412 Information – Travel to Arkansas end of May.
 - Motin and second to authorize out of state travel for an employee or RAC member (Jepson, Meyer) carried.
 - Received written confirmation from Clay County that they did reappoint Duane Erickson on behalf of Becker County to the Wild Rice Watershed District Board.
 - Employee Appreciation Breakfast on Friday, March 22 at 9:00 am.
 - BeckerBay auction is ongoing.
 4. Lobbyist Update.
 - Signed contract with Todd Hill in the amount of \$12,000.
 5. DDA for Job Descriptions.
 - Already approved in the amount of \$24,000.
 6. Discussion – Hiring outside council for Zoning.

Auditor-Treasurer: presented by Mary Hendrickson.

1. Motion and second to approve Resolution - 03-24-2A – Detroit Lakes Lions Club Raffle 08-03-24 Soo Pass Ranch (Nelson, Meyer) carried.
2. Motion and second to approve Resolutions 03-24-2E Detroit Lakes Lions Club Bingo 06-15-24 at Meadow Lake Campsite in Lake View Twp, 03-24-2F Detroit Lakes Lions Club Bingo 07-06-24 at Meadow Lake Campsite in Lake View Twp, Resolution 03-24-2G Detroit Lakes Lions Club Bingo 08-17-24 at Meadow Lake Campsite in Lake View Twp, and Resolution 03-24-2H Detroit Lakes Lions Club Bingo 08-31-24 at Meadow Lake Campsite in Lake View Twp (Meyer, Okeson) carried.
3. Motion and second to approve On-Sale w/Sundays – Renewal for the following businesses – Pit 611 – Mike Williams – Lake Eunice Twp, Detroit Mountain Recreation – Tom Thiel – Erie Twp, Cormorant Pub – Gretchen Hunter – Cormorant Twp, Detroit

- Country Club – David Blomseth – Lakeview Twp, Parallel 46 – Lynne Stockstad – Cormorant Twp, Bleachers – Tim Coyne – Lakeview Twp (Nelson, Jepson) carried.
4. Motion and second to approve 3.2 Off-Sale – Renewal for County 6 Gas & Bait – Tyler Kalberer – Lakeview Twp (Nelson, Meyer) carried.
 5. Motion and second to approve Off-Sale – Renewal – 4 Corners – Joshua Swangler – Erie Twp (Nelson, Meyer) carried.
 6. Motion and second to approve Resolution 03-24-21 – Repurchase Parcel 16.0125.000 (Okeson, Jepson) carried.

Attorney: presented by Brian McDonald.

1. Table Retention Bonuses for Assistant County Attorneys until next meeting.
2. Discussion of First Assistant Attorney Position – plan to backfill the position.

Information Technology: presented by Judy Dodd.

1. Motion and second to approve the purchase of Laptops and PCs from NOW MICRO in the amount of \$76,300 (Meyer, Nelson) carried.

EDA: presented by Cody Piper.

1. Minnesota Cities Participation Program (MCP) update.
2. Economics Futures Workshop – U of M Extension.
 - Becker County will host the workshop with a target date of the end of May.
 - Motion and second to approve hosting and using County facilities (Vareberg, Jepson) carried.

Public Hearing – ATV Ordinance

1. Motion and second to open the Public Hearing (Nelson, Meyer) carried.
2. Discussion - Class 1 ATV Ordinance #21 – Legally operate along the extreme right-hand side of CR 38 from Balmi Cemetery Road into the City of Wolf Lake.
3. Motion and second to close the Public Hearing (Meyer, Jepson) carried.
4. Motion and second to approve Ordinance #21 (Jepson, Nelson) carried.

Land Use/Environmental: presented by Steve Skoog.

1. Motion and second to approve the Application for a State Recycling Grant up to \$850,000 (Vareberg, Jepson) carried.

Highway: presented by Jim Olson.

1. Motion and second to approve Resolution 03-24-2B – West Lake Drive Phase 1 Final Payment to Legion Road in the amount of \$51,205.32 (Okeson, Vareberg) carried.
2. Motion and second to approve Resolution 03-24-2C – West Lake Drive Phase 2 Final Payment to Hough, Inc. in the amount of \$79,616.61 (Vareberg, Meyer) carried.
3. Motion and second to approve Resolution 03-24-2D – Bid Award CSAH 42, CSAH 44, CSAH 47 to Mark Sand & Gravel in the amount of \$4,071,867.02 (Vareberg, Nelson) carried.
4. Motion and second to approve Monitoring Well Installation at the Old Highway Building to Metco in the amount of \$37,277 with up to 90% of the cost being reimbursed (Vareberg, Okeson) carried.

Motion to close the meeting at 10:29 am pursuant to Minn. Stat. Section 13D.03 Subd. 1(b) The governing body of a public employer may by a majority vote in a public meeting decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25 (Meyer, Jepson) carried.

Motion and second to come out of closed session at 10:53 am (Nelson, Meyer) carried.

Being no further business, Chair Okeson adjourned the meeting at 10:54 am.

 /s/ Carrie Smith
 Carrie Smith
 Interim County Administrator

 /s/ John Okeson
 John Okeson
 Board Chair



BECKER COUNTY BOARD OF COMMISSIONERS
Finance Committee Meeting
Date: Monday, April 1, 2024 at 8:30 AM

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

Administrator - Human Resources

1. Report

Auditor-Treasurer

1. Claims

Human Services

1. Claims Human Services, Public Health & Transit

Highway

1. Resolution 04-24-1B - Bituminous Materials Bid Award
2. Resolution 04-24-1C - Dust Control Bid Award
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Land Use/Environmental Services

1. NRM
 - a) PLSS Grant Request
2. Environmental Services
 - a) Capital Purchase Request - Floor Sweeper & Scrubber
 - b) Permission to Sell 2010 Mack Compactor Truck

Sheriff

1. Resolution 04-24-1E - State of MN Annual County Boat & Water Safety Grant Agreement
2. Purchase Request - New Sea Born Boat Lights & Equipment

Adjourn



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: April 2nd, 2024

SUBJECT: PLSS Grant Request

THROUGH: Natural Resources Management Committee

TO: Becker County Board of Commissioners

1. **Reference:** 2024 Public Land Survey System (PLSS) Monument Grant
2. **Discussion:** Becker County filed a Letter of Intent to the Minnesota Geospatial Office, which reviewed and approved Becker County to apply for a PLSS Monument Grant. The grant funds will allow for up to an estimated 201 section corners to be restored, maintained, or updated. Josh Peiffer, Becker County Surveyor, contacted four different surveying companies for proposals to complete the surveying work, he received one response, which was from Meadowland Surveying. The NRM Committee discussed and recommended the following:
 - a. Approving Meadowland Surveying to complete the section corner monumentation project.
 - b. Approving County staff and the County Surveyor to apply for the PLSS grant for an amount up to \$300,000.00.
 - c. Authorize the Board Chair or County Administrator to accept the grant if it is awarded.
 - d. County staff be authorized to oversee management of grant and project funds which would include the approval of submitted invoices and the dispersing of grant funds.
 - e. If the allocated grant funds are spent, County Staff will identify additional section corners to be surveyed as part of this project that are adjacent to tax forfeit properties allowing the County staff to appropriate up to \$50,000 for additional section corner monumentation surveying as part of this project.
3. **Funding Request:** \$50,000

4. **Action Request:** Board motion approving:
- a. Meadowland Surveying to complete the section corner monumentation project per the terms of the grant.
 - b. Authorize the Board Chair or County Administrator to accept the grant if it is awarded.
 - c. Authorized staff to oversee management of grant and project funds.
 - d. Authorize staff to identify additional section corners to be surveyed as part of this project with a maximum expenditure of up to \$50,000 to be drawn from the Resource Development Fund.
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

Capital Improvement Expenditure Request Form



Date Requested: 4/2/2024

Department: Land Use/Environmental Services

Department Head: Steve Skoog

EXPLANATION OF THE REQUEST

Purpose/Need: Request County Board approval to purchase a floor sweeper and floor scrubber for use in the Material Recovery Facility (MRF). This will allow on-site staff to clean the floors regularly, which will reduce the amount of mud and debris that enters the floor drains and leachate collection tanks, reducing future leachate disposal costs. Additionally, this will help reduce the amount of dust in the air, which is a health concern for the workers.

REQUEST AMOUNT: 25,083.75

Savings Achieved (Dollar Amount/Time/ Efficiency):

Are There Sufficient Funds In Your Budget?

Yes No

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

Yes No

Please explain further, if necessary: The need to regularly clean the MRF floors was discussed in Committee, recommendation was to research and bring back suggestions for consideration. The ES Committee recommended purchasing these models through a government purchase program. This equipment is designed for use in industrial setting for a building the size of the MRF.

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

Date Request Completed: 3/28/2024

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

CREATING A CLEANER, SAFER, HEALTHIER WORLD.

EQUIPMENT



S10

INDUSTRIAL-STRENGTH WALK-BEHIND SWEEPER

- The S10 sweeps both open and congested spaces providing cleaning versatility
- Increase productivity with the largest hopper of any walk-behind sweeper; holds up to 150 lb / 68 kg of debris
- Exceptional dust control helps protect facility and employees

BEST-IN-CLASS WALK-BEHIND SWEEPER: THE IDEAL SOLUTION TO MEET YOUR SWEEPING NEEDS



SWEEP BOTH OPEN AND CONGESTED SPACES

Compact design enables the operator to efficiently clean both open and congested spaces.

CLEAN LONGER

The S10 features two powerful, 155 amp hour batteries for fume-free, long-running performance, while the ergonomic handle ensures operator comfort.

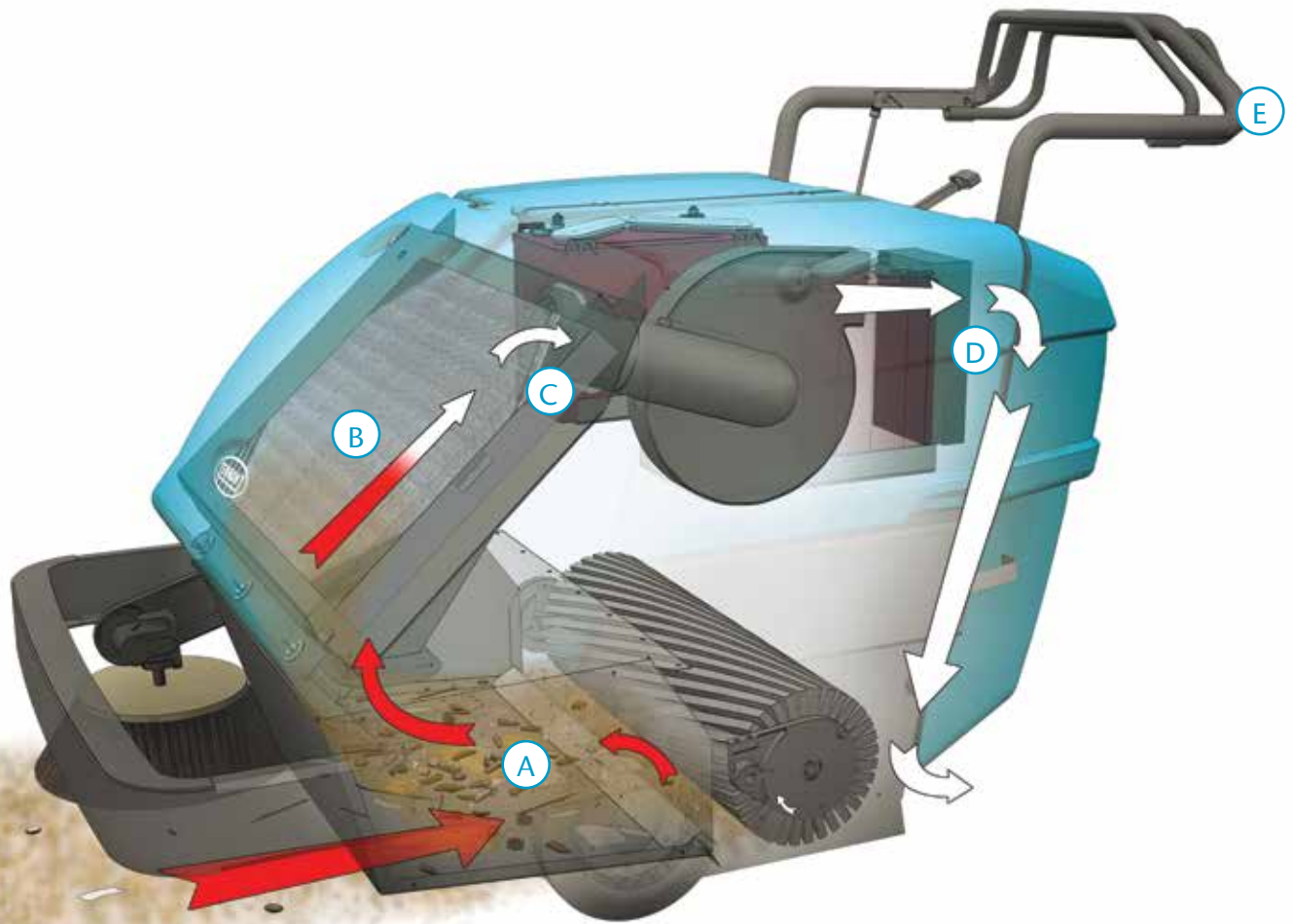
LESS MAINTENANCE COST

Reduce maintenance costs with durable, corrosion-proof construction, while the wrap-around bumper protects machine and facility.

DELIVER A THOROUGH CLEAN

Fully variable forward and reverse functions ensure easy maneuverability, in any direction, while exceptional dust control filters down to 3 microns.

INSIDE THE S10



- A** **Large capacity steel hopper** – free-floating hopper holds up to 150 lb / 68 kg, 2.8 ft³ / 79 L of debris.
- B** **Dust filtration** – 49 ft² / 4.6 m² panel filter captures dust down to 3 microns @ 99% efficiency.
- C** **Mechanical filter shaker** – automatically timed, circular hammer design.

- D** **Onboard charger** – plugs into standard 110V outlet. Makes changing easy and accessible.
- E** **Ergonomic handle** – designed for maximum control and comfort; height adjustable with three settings (simple tools required).

- Reduce rework, labor and safety costs by using only TennantTrue parts and service.
- Ensure optimal cleaning performance by selecting a TennantTrue Service program provided by a network of over 400 factory-trained Tennant service representatives.
- Improve uptime by leveraging TennantTrue parts and service.
- Simplify budgeting by bundling TennantTrue service plans, including parts, into the purchase or financing of your machine.

S10 INDUSTRIAL-STRENGTH WALK-BEHIND SWEEPER

SWEEPING SYSTEM

Cleaning path 34 in / 860 mm

BRUSH DRIVE SYSTEM

Brush speed 550 rpm
 Main brush length (tubular) 26 in / 660 mm
 Side brush diameter (disk) 17 in / 430 mm
 Debris hopper
 Volume capacity 2.8 ft³ / 79 L
 Weight capacity 150 lb / 68 kg

POWER SYSTEM

Battery type 24V system, (2) 12V, 155 Ah

PROPELLING SYSTEM

Propelling motor 1.0 hp / 0.75 kW
 Propel speed forward (variable to) 2.9 mph / 4.7 km/h
 Propel speed reverse (variable to) 2.9 mph / 4.7 km/h
 Gradeability
 Full hopper 5 deg / 8.75%
 Empty hopper 7 deg / 12.2%

DUST CONTROL SYSTEM

Filter area 49 ft² / 4.6 m²
 Shaker mechanism Automatic timed
 Vacuum fan motor 1 hp / 0.75 kW
 Vacuum fan speed 2,000 rpm
 Vacuum fan diameter 9 in / 230 mm

MACHINE SPECIFICATIONS

Length 63 in / 1,600 mm
 Width 36.5 in / 925 mm
 Height
 Handle in lowest position 37 in / 940 mm
 Handle in middle position 39.5 in / 1,000 mm
 Handle in highest position 42 in / 1,070 mm
 Weight 599 lb / 272 kg
 Minimum aisle turn 68 in / 1,730 mm
 Sound level (operator's ear) 73 dBA

WARRANTY

See your local representative for warranty information.

Specifications subject to change without notice.

Lease. Pre-Owned. Rent. Tennant has flexible options that get you the machines you need, however you need them.

SEEING IS BELIEVING

For a demonstration or additional information,
call +1.800.553.8033 or email info@tennantco.com

Tennant
701 North Lilac Drive
Minneapolis, MN 55422 USA

USA/Canada: +1.800.553.8033
 Quebec: +1.800.361.9050
 Overseas: +1.763.540.1315

www.tennantco.com
info@tennantco.com



Tennant Sales and Service Company
 10400 Clean Street
 Eden Prairie, MN 55344-2650 USA
 Tel: 1-800-553-8033
 Fax: 1-763-513-2142

Quotation

Ship-To
 BECKER CNTY SOLID WASTE TRNSFR STA
 24413 COUNTY ROAD 144
 DETROIT LAKES MN 56501-7694

Customer Number 40232378
 BECKER CNTY SOLID WASTE TRNSFR STA
 24413 COUNTY ROAD 144
 DETROIT LAKES MN 56501-7694

Quotation Number 24880049
Quotation Date 03/19/2024
Valid Until 05/19/2024
PO Number S10 GSA QUOTE

Buyer STEVE SKOOG
Tel 218-846-7310
Delivery Terms
 FOB SHIPPING PT FRT PPD & ADD
Payment Terms
 Net 30 Days
Currency US Dollars

Bill-To
 BECKER CNTY SOLID WASTE TRNSFR STA
 24413 COUNTY ROAD 144
 DETROIT LAKES MN 56501-7694

Qty	Unit	Material	Description	Unit Price	Extended Value
Notes GSA CONTRACT # GS-07F-098CA					
1	PC	M-S10	S10 SWEEPER, ELECTRIC Machine Warranty: Parts 36m / Labor & Trip 6m / 2000 hr Reference Number: S10-B Wet 155AH C/20 Machine as equipped Power Source Battery Battery Wet 155AH C/20 Charger Power Cord US Plug End Cleaning Tool Fiber and Wire Brush Side Cleaning Tool Polypropylene Brush Warranty Standard Warranty Operator Manual English Packaging Pad Wrap		
			Gov Price Adjustment	-10.00 %	-1,364.10
			Ind. Funding Fee	92.77	92.77
			Price	12,369.67	12,369.67
			Net Value	12,369.67	12,369.67
			Subtotal		12,369.67
			Total		12,369.67

Prepared By: Matthew Leneau, Customer Service Representative







T500

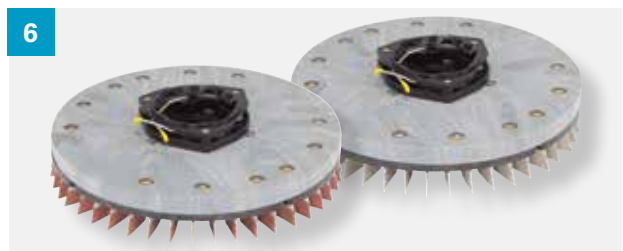
Walk-Behind Floor Scrubber

Deliver predictable results, extend machine life, and reduce cost of ownership with an innovative suite of technologies.

Available Technologies

-  ec-H2O NanoClean®
-  Pro-Membrane™ or Pro-Panel™
-  IRIS® Asset Manager
-  Smart-Fill™ Automatic Battery Watering

Productive & Versatile



1. Solution Tank Auto-Fill

Reduce time spent trying to accurately fill the solution tank with auto-fill and water level monitor.

2. Optimize Battery Performance

Increase battery life, extend battery run-time and easily optimize long-term battery performance with a nearly maintenance-free automatic battery watering system.

3. Recovery Tank Rinse-Out

Quickly and easily clean recovery tank with optional on-board 53 psi spray nozzle and hose.

4. Orbital Scrubbing

Optional orbital scrub head is ideal for daily cleaning or chemical-free floor finish removal.

5. On-Demand Training

Optional LCD Pro-Panel® resources include maintenance videos that make operator training and machine maintenance easy.

6. Diamabrush™ Technology

Help floors battered by grime and filth look like-new with Diamabrush tools.

Get The Performance You Need

Clean virtually any hard surface condition and maximize your return on investment with a wide range of cleaning heads.



Cylindrical:
28 in / 700 mm

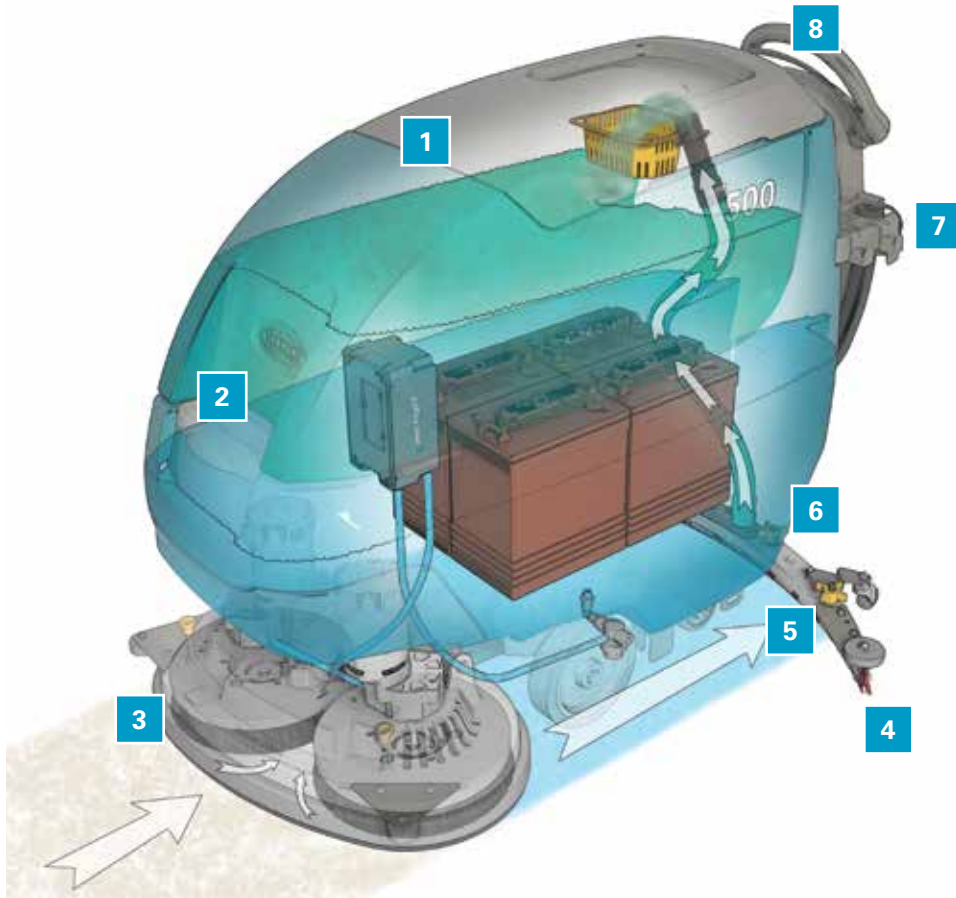


Dual disk:
26 in / 650 mm &
28 in / 700 mm &
32 in / 800 mm



Orbital:
28 in / 700 mm

Inside the T500



1. Simplify Operation

Easily clean Hygenic® tanks to help reduce mold, bacteria, and other contaminants.

2. Recovery Hose

Easily fill your machine with an accessible port up front.

3. Insta-Fit™ Mount Heads

Quickly and ergonomically install disk pads and brushes with Insta-Fit™ and gimbal mount heads.

4. Reduce Risk of Slips & Falls

Virtually eliminate water drips with an integrated p-trap and up to a 4-second vacuum delay.

5. Yellow Touch Points

Save time and ensure proper maintenance with yellow touch points.

6. Foot Activated Squeegee

Easily and ergonomically lower and raise the foot activated squeegee.

7. Accessory Tray

Keep the cleaning supplies you need on hand with the built-in accessory trays.

8. Speed Settings

Improve operator ergonomics with propel switch and speed settings within easy reach.

T500 Specifications

	DUAL DISK			CYLINDRICAL	ORBITAL
	26 in/650 mm	28 in/700 mm	32 in/800 mm	28 in/700 mm	28 in/700 mm
Productivity (per hour) Theoretical Max	28,600 ft ² /hr 2,657 m ² /hr	30,800 ft ² /hr 2,861 m ² /h	35,200 ft ² /hr 3,270 m ² /hr	30,800 ft ² /hr 2,861 m ² /h	30,800 ft ² /hr 2,861 m ² /hr
Estimated Coverage* Conventional	20,571 ft ² /hr 1,911 m ² /hr	22,286 ft ² /hr 2,070 m ² /h	25,714 ft ² /hr 2,389 m ² /hr	22,286 ft ² /hr 2,070 m ² /h	22,286 ft ² /hr 2,070 m ² /hr
Estimated Coverage* ec-H2O NanoClean®	23,124 ft ² /hr 2,148 m ² /hr	23,680 ft ² /hr 2,200 m ² /hr	27,323 ft ² /hr 2,538 m ² /hr	23,680 ft ² /hr 2,200 m ² /hr	23,680 ft ² /hr 2,200 m ² /hr
Scrub motor	2 x 34 VDC, 1.0 hp/.55 kW			2 x 24 VDC, .63 hp/.47 kW	1 x 24 VDC, .75 hp/.55 kW
Brush/pad RPM	220 rpm			1,500 rpm	2,200 rpm
Brush/pad pressure	40, 80, 120 lbs/18, 36, 54.5 kg			40, 80, 120 lbs/18, 36, 54.5 kg	110, 140, 170 lbs/50, 63.5, 77 kg
Solution tank capacity	22.5 gal / 85 L			22.5 gal / 85 L	22.5 gal / 85 L
Recovery tank capacity	27 gal / 102 L			27 gal / 102 L	27 gal / 102 L
Vacuum motor	24 VDC, .63 hp / .47 kW			24 VDC, .63 hp / .47 kW	24 VDC, .63 hp / .47 kW
Vacuum waterlift	46 in / 1170 mm			46 in / 1170 mm	46 in / 1170 mm
System voltage	24 volt			24 volt	24 volt
Battery run time (up to hours)**	5.9	5.9	5.4	5.4	4.9
Length x width x height	58.5 x 27.5 x 43.3 in 1,486 x 700 x 1,100 mm	59.1 x 29.5 x 43.3 in 1,501 x 750 x 1,100 mm	61.1 x 33.5 x 43.3 in 1,552 x 850 x 1,100 mm	59.1 x 30.7 x 43.3 in 1,501 x 780 x 1,100 mm	58.5 x 28 x 43.3 in 1,486 x 710 x 1,100 mm
Weight (with Batteries)	610 lb / 277 kg	620 lb / 281 kg	645 lb / 293 kg	660 lbs / 299 kg	660 lbs / 299 kg
Sound level (operator's ear)***	66.5 dBA			66.4 dBA	67.0 dBA
Quiet-Mode (operator's ear)***	61.7 dBA			61.8 dBA	60.6 dBA



ec-H2O NanoClean® technology is NFSI (National Floor Safety Institute) Certified



ec-H2O NanoClean technology is registered by NSF International

* Estimated coverage rates use the practical speed and empty/fill time standards from the 2004 ISSA Cleaning Times handbook.

** Run times are based on continuous scrubbing run times

*** Sound levels per ISO 11201 as recommended by the American Association of Cleaning Equipment manufacturers & OSHA. Specifications subject to change without notice.

Tennant—Reinvent how the world cleans

With a vision to become a global leader in sustainable cleaning innovation that empowers our customers to create a cleaner, safer and healthier world, Tennant creates solutions that are changing the way the world cleans.



We are where you are

Tennant has the industry's largest direct sales and service organization and a well-supported network of authorized distributors worldwide.



Solutions for your unique needs

Whatever your cleaning needs, Tennant offers a variety of high quality equipment to help you increase your cleaning productivity.



Buying, leasing, renting

We offer flexible options to get you the machines you need, however you need them.



TennantTrue®

Optimize equipment performance and protect your investment with TennantTrue® parts and service.

For a demonstration or additional information, call **+1.800.553.8033** or email **info@tennantco.com**

Tennant

701 North Lilac Drive
Minneapolis, MN 55422 USA

USA/Canada: +1.800.553.8033

Quebec: +1.800.361.9050

Overseas: +1.763.540.1315

www.tennantco.com | info@tennantco.com

t500-brochure-en-noam 8/19

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Tennant Sales and Service Company
 10400 Clean Street
 Eden Prairie, MN 55344-2650 USA
 Tel: 1-800-553-8033
 Fax: 1-763-513-2142

Quotation

Ship-To
 BECKER CNTY SOLID WASTE TRNSFR STA
 24413 COUNTY ROAD 144
 DETROIT LAKES MN 56501-7694

Customer Number 40232378
 BECKER CNTY SOLID WASTE TRNSFR STA
 24413 COUNTY ROAD 144
 DETROIT LAKES MN 56501-7694

Quotation Number 24880052
Quotation Date 03/19/2024
Valid Until 05/19/2024
PO Number T500 GSA QUOTE

Buyer STEVE SKOOG
Tel 218-846-7310
Delivery Terms
 FOB SHIPPING PT FRT PPD & ADD
Payment Terms
 Net 30 Days
Currency US Dollars

Bill-To
 BECKER CNTY SOLID WASTE TRNSFR STA
 24413 COUNTY ROAD 144
 DETROIT LAKES MN 56501-7694

Qty	Unit	Material	Description	Unit Price	Extended Value
1	PC	M-T500	MODEL T500 SCRUBBER Machine Warranty: Parts 36 m/ Labor 24m / Trip 6m/ 2000 hr Reference Number: T500-700-Disk 700 mm / 28" Conventional Wet 225AH C/20 On-Board Charger for T500 STD-T500		
		Machine as equipped			
		Standard Configuration	T500-2002D		
		Trim Level	Pro Membrane Panel		
		Cleaning Type	Disk		
		Cleaning Width	700 mm / 28"		
		Cleaning Technology	Conventional		
		Squeegee Width	Standard		
		Squeegee Material	Linatex		
		Power Source	Battery		
		Drive Type	Standard		
		Battery	Wet 225AH C/20		
		Battery Watering System	Smart-Fill Automatic		
		Charger Location	On-Board		
		Charger	25A 100-240V AC 50/60Hz 1Ph		
		Charger Power Cord	US Plug End		

Prepared By: Matthew Leneau, Customer Service Representative



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Qty	Unit	Material	Description	Unit Price	Extended Value
		Recovery Hose Material	PVC (Standard)		
		Recovery Tank Drain	Pinch Cuff		
		Tires	High Traction		
		Cleaning Tool	Polypropylene Brush		
		Warranty	Standard Warranty		
		Operator Manual	English		
		Packaging	Pad Wrap		
			Gov Price Adjustment	-28.00 %	-4,907.28
			Ind. Funding Fee	95.36	95.36
			Price	12,714.08	12,714.08
			Net Value	12,714.08	12,714.08
		Subtotal			12,714.08
		Total			12,714.08

United States and Canada Industrial Limited Warranty



Machine Type	Model	Parts	Labor	Travel	Hour Meter
Scrubbers	T12 ⁵ , T16 ⁵ , T17, T20 ² , T981	36 Months	24 Months	6 Months	2000
	T16 AMR ^{1,5}	36 Months ¹	24 Months ¹	6 Months ¹	2000
Sweepers	S20 ³ , 6200	24 Months	6 Months	6 Months	2000
	S30 ² , 800 ²	48 Months	6 Months	6 Months	2800
	Sentinel ⁴	24 Months	6 Months	6 Months	2400
	S10, S16	36 Months	6 Months	6 Months	2000
Scrubber / Sweeper	M17, M20 ² , M30 ²	36 Months	24 Months	6 Months	2000
Litter Vac	ATLV4300	24 Months	6 Months	6 Months	2000

¹ T16 AMR Sold date before Feb. 9, 2022: AMR related autonomy kit, electronics, & sensors: 1yr parts or 2000 hrs, no labor, & no travel coverage.

¹ T16 AMR Sold date on/post Feb. 9, 2022: AMR related autonomy kit, electronics, and sensors: covered for same terms as machine.

² See EPA Emission Control Warranty Statement for details on the PSI Gasoline or LPG engine emission control system coverage

³ See Evaporative Emission Control Warranty Statement for details on the evaporative emission control system coverage for machines equipped with the Kubota gasoline engine.

⁴ Hopper and water tank carry a 5-year or 5,000 hour (whichever occurs first) parts warranty.

⁵ TPPL batteries are non-pro-rated for eighteen (18) months.

NEW MACHINE WARRANTY

Tennant Company warrants to the original purchaser, for the above-stated periods (whichever occurs first), that machines will be free from defects in workmanship and material, provided that machines are installed, operated, and maintained in accordance with Tennant written manuals or other instructions.

The warranty period begins on the installation date at the end-user site. This warranty does not apply to damage or failure caused by accident, misuse, negligence, abuse, improper repair, or maintenance of the machines. Please refer to the Operator Manual for proper machine operation and maintenance instructions.

Demonstrator machines purchased from Tennant carry the same warranty as a new machine.

LABOR AND TRAVEL WARRANTY

Tennant will, at its option, provide labor and travel or pay for outside repair for the above-stated periods.

PARTSWARRANTY

Parts replaced or repaired under this warranty are guaranteed for the remainder of the warranty period. Consumable parts, expected to wear from normal use, are not covered under the parts warranty. Items that are covered on a prorated basis include tires (1 year) and lead acid, gel and AGM batteries (2 years). Lithium-ion batteries are warranted for five (5) years or 2000 charge cycles, whichever comes first. Industrial steel tray batteries are warranted through the manufacturer for five (5) years. Brushes that fail due to defect within one (1) year will be covered based on percentage of remaining bristle length. Fiber reinforced composite shrouds and Duramer™ shrouds, hoppers, solution, and recovery tanks are warranted for ten (10) years.

REPAIR PARTS WARRANTY

After the warranty period expires, all repair parts supplied by Tennant except batteries are warranted against defects for the period of ninety (90) days. Lead acid, gel and AGM batteries are covered on a prorated basis for twelve (12) months. Lithium-ion batteries are warranted for five (5) years or 2000 charge cycles, whichever comes first. Industrial steel tray batteries are warranted through the manufacturer for five (5) years. The repair parts warranty only covers parts, not labor or travel (see service labor section for terms).

SERVICE LABOR WARRANTY

Labor and travel performed by a Tennant service representative are warranted for thirty (30) days from the date the repairs are completed. This policy does not cover work performed by any service company other than Tennant Company, and is restricted to the specific repair operation or component for which a claim is made.

DISCLAIMER

TENNANT COMPANY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TENNANT SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER DIRECT OR INDIRECT, INCLUDING, BUT NOT LIMITED TO, BUYER'S LOSS OF MATERIAL OR PROFITS, INCREASED EXPENSE OF OPERATION, BODILY INJURY, LOSS OF USE OF PROPERTY OR DOWNTIME.

Tennant Company reserves the right to change its warranty policy without notice.



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: April 2nd, 2024

SUBJECT: Sale of 2010 Mack Compactor Truck

THROUGH: Environmental Services Committee

TO: Becker County Board of Commissioners

1. Reference: Sale of Mack compactor truck
2. Discussion: Requesting approval to sell an old front loader type compactor truck either by consignment sale or through a regional equipment dealer.
3. Funding: NA
4. Action Request: Board motion approving the disposal of a 2010 Titian Mack Series MRU613 Compactor truck, VIN #1M2AV04C7CM008700.
5. The point of contact for this memorandum is Steve.Skoog@co.becker.mn.us or by phone at 846-7310.

Distribution: County Commissioners
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS MEETING 4/2/2024

BECKER COUNTY AUDITOR TREASURER

Gambling Permit

1. Resolution # 04-24-1A – Minnesota Flyers Gymnastics, MFG gambling permit at Frazee Golf Course Inc. in Burlington Township

Combination On/Off Sale w/Sundays – Renewal

1. Two Inlets Country Store – Robert Peterson – Two Inlets Twp
2. Jack Pines Resort – Jacob Prouty – Carsonville Twp

On-Sale w/Sundays – Renewal

1. Tri-Lakes Roadhouse – Gabe Line – Cormorant Twp
2. Curley's on Cotton Lake – Deanne Kohler – Erie Twp
3. T & J Randy's – Jennifer Goering – Lake Eunice Twp

3.2 On - Sale – Renewal

1. Ella Marie's Café – Emma Mattson – Cormorant Twp

Wine and Strong Beer On Sale – Renewal

1. Ella Marie's Café – Emma Mattson – Cormorant Twp

Off-Sale – Renewal

1. Byer's Liquors – Dale Byer – Osage Twp
2. Seven Sisters Spirits – Brad Malstrom – Lakeview Twp
3. Richwood Off-Sale – John Johnson – Richwood Twp

Seasonal On-Sale – Renewal

1. Shady Hollow Flea Market – Chad Stenerson – Lakeview Twp

RESOLUTION NO. 04-24-1A

MINNESOTA LAWFUL GAMBLING RESOLUTION

RESOLVED, the Becker County Board of County Commissioners agree to approve the Gambling Application for Exempt Permit to conduct Gambling by the Minnesota Flyers Gymnastics, MFG, for operations at Frazee Golf Course, Inc., 34482 MN State Hwy 87, Frazee, MN 56544, in Burlington Township.

Duly adopted at Detroit Lakes, Minnesota, this 2nd day of April 2024.

ATTEST:

COUNTY BOARD OF COMMISSIONERS

John Okeson
Chair

State of Minnesota)
)
County of Becker)

I, the undersigned, being the duly elected, qualified and Auditor-Treasurer for the County of Becker, State of Minnesota, do hereby certify that the foregoing is true and correct copy of a resolution passed and adopted by the County Board of Commissioners at a meeting held April 2nd, 2024, as recorded in the record of proceedings.

Becker County Auditor-Treasurer

MEH/mco

SEAL

BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION 04-24-1B
BID AWARD FOR BITUMINOUS MATERIALS

WHEREAS, the following bid was received for Bituminous Materials - Emulsion Oils in the letting on March 25, 2024:

Bidder: **Flint Hills Resources, St. Paul, MN**
Emulsion - CRS-2 \$564.00 / T
Emulsion - AE150S \$564.00 / T

WHEREAS, the bidder is considered responsible, the bid considered reasonable, and the proposed units to be delivered meet all specifications.

NOW, THEREFORE, BE IT RESOLVED: That the Becker County Board of Commissioners does hereby authorize the County Engineer to award the contracts for delivery of the bituminous materials.

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

Duly adopted this 2nd day of April 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okeson
John Okeson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified Interim County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held April 2, 2024, as recorded in the record of proceedings.

Carrie Smith, Interim County Administrator

BID TABULATION REPORT

DATE OF LETTING 25-Mar-24

2024 SEASONAL REQUIREMENTS

TIME OF LETTING 9:00 A.M.

MATERIAL: BITUMINOUS MATERIALS

BIDDER	EMULSION OILS CRS-2 1,200 TON	EMULSION OILS AE150-S 1,200 TON ALTERNATE OIL	EMULSION OILS HFMS-2 1,200 TON ALTERNATE OIL	EMULSION OPTION HFMS-2-S 100 TON	BOND CASHIER'S CHECK
FLINT HILLS RESOURCES 2209 CHILDS ROAD ST. PAUL, MN 55106	\$ 564.00	\$ 564.00	NO BID	NO BID	BOND
	DELIVERED				

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 04-24-1C

BID AWARD FOR DUST CONTROL

WHEREAS, the bid in the amount of \$275,770.00 received from Corbin Excavating, Inc, of Sebeka, MN for Dust Control in the letting March 25, 2024 for the delivery and application of Magnesium Chloride Dust Control county- wide was the low bid received;

WHEREAS, the bid is considered reasonable;

NOW THEREFORE BE IT RESOLVED: the Becker County Board of Commissioners does hereby authorize and directs the County Engineer to award the contract for Magnesium Chloride Dust Control.

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

Duly adopted at Detroit Lakes, MN this 2nd day of April 2024.

ATTEST:

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/John Okeson
John Okeson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified Interim County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held April 2, 2024, as recorded in the record of proceedings.

Carrie Smith
Interim County Administrator

BID TABULATION REPORT

DATE OF LETTING Monday, March 25, 2024

2024 DUST CONTROL

TIME OF LETTING 9:00 A.M.

MATERIAL: CALCIUM OR MAGNESIUM CHLORIDE

BIDDER	BOND CASHIERS	UNIT	CALCIUM 197,500 GAL	MAGNESIUM 230,000 GAL	TOTAL
CORBIN EXCAVATING INC 17631 300TH ST SEBEKA, MN 56477	BID BOND	GAL	\$ -	\$ 1.199	275,770.00
KNIFE RIVER CORP 4787 SHADOW WOOD DR NE SAUK RAPIDS, MN 56379	BID BOND	GAL	1.645	\$ -	324,887.50
ENVIROTECH SERVICES 910 54TH AVE, SUITE 230 GREENLEY, CO 80634	BID BOND	GAL	1.8	\$ -	355,500.00

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 04-24-1D

WEED SPRAYING QUOTE

WHEREAS, quotes for County-wide weed spraying were solicited and received from 2 contractors; and

WHEREAS, a quote in the amount of \$135.00 per hour from L&M Road Service, LLC of Ulen, MN is the recommended quote;

NOW THEREFORE BE IT RESOLVED: the Becker County Board of Commissioners does hereby accept the quote and directs the County Engineer to proceed with the work as detailed in the specifications of the quote proposal;

Duly adopted this 2nd day of April 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

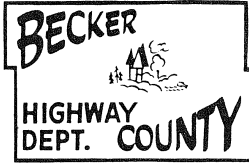
/s/ Carrie Smith
Carrie Smith
Interim County Administrator

/s/ John Okeson
John Okeson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified Interim County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held April 2, 2024, as recorded in the record of proceedings.

Carrie Smith, Interim County Administrator



Becker County Highway Department

QUOTE TABULATION

Projects: Right of way weed spraying

Date of Letting: March 25th, 2024

Time of Letting: 10:00 am

Bidder	Quote Amount
L & M Rd Services LLC 17252 280 th Street Ulen, MN 56585 *Recommend to award L & M*	\$135 per hour Truck (est. 520 miles) Prior history, L&M 3 yr average coverage = 460 CL miles
Carr's Tree Service PO Box 250 Ottertail, MN 56571	\$128.95 per hour 6 wheel ATV (est. 290 CL miles) \$375 per hour Truck (est. 400 CL miles)



**2024 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT CONTRACT AGREEMENT**

ENCUMBRANCE WORKSHEET

Contract# 244658 **PO#** 3-248892

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2024	Source Type State	Vendor Number 0000197276-001
Total Amount \$23931	Project ID R29G70CBLA22	Billing Location R297000221	UEI U5B8JWHSKDB5	

Accounting Distribution:

Fund 2100	Fin. Dept. ID R2937714	Appropriation ID R297400	Category 84101501	Account 441302	Activity A7CG002
--------------	---------------------------	-----------------------------	----------------------	-------------------	---------------------

Grant Begin Date January 1, 2024	Grant End Date June 30, 2025
-------------------------------------	---------------------------------

Grantee Name and Address:
Becker County Sheriff's Office
925 Lake Avenue
Detroit Lakes, MN 56501

Payment Address:
(where DNR sends the check)
Becker Co. Treasurer
915 Lake Ave.
Detroit Lakes, MN 56501

**2024 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT CONTRACT AGREEMENT**

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Becker County Sheriff's Office, 925 Lake Avenue, Detroit Lakes, MN 56501, (U5B8JWHSKDB5) ("Grantee"). The payment address for this grant contract agreement is Becker Co. Treasurer, 915 Lake Ave., Detroit Lakes, MN 56501.

Recitals

1. Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** January 1, 2024 or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for 2024 grant expenditures incurred back to effective date. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State and Single Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

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

Provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract.

The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

The grantee will comply with required grants management policies and procedures set forth through Minnesota Statutes Section 16B.97, subdivision 4 (a)(1), and 2CFR 200.

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing. Exhibit "B", which is attached and incorporated into this grant further defines reporting requirements.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to Twenty three thousand nine hundred thirty one dollars.
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed Twenty three thousand nine hundred thirty one dollars.
- (c) **Match:** *Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without written authorization from the State's Authorized Representative.*

4.2 **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Submit **one** invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first in a form prescribed by the State within the dates previously noted in "Term of Grant Contract Agreement" in this contract.

4.3 **Contracting and Bidding Requirements**

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (b) The grantee must not contract with vendors who are suspended or debarred in MN:
<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>
- (c) The grantee agrees if it subcontracts any portion of the project to another entity, the agreement with the subcontractor will contain all applicable provisions of the agreement with the state. The grantee also agrees to comply with 2 CFR 200.318-3321 and 2 CFR 200.323-326.

5 **Conditions of Payment**

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representative**

The State's Authorized Representative is [Adam Block, Boating Law Administrator, Enforcement Division – Central Office, Minnesota Department of Natural Resources \(DNR\), 500 Lafayette Rd., St. Paul, MN 55155-4047, \[adam.block@state.mn.us\]\(mailto:adam.block@state.mn.us\)](#) or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is [Sheriff Todd Glander, Becker County Sheriff's Office, 925 Lake Avenue, Detroit Lakes, MN 56501](#). If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant Contract Agreement Complete**

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Contract Agreement Complete.** This grant contract agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 **Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9 **Audits (State and Single)**

Under [Minn. Stat. §16B.98, subd. 8](#), the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the Commissioner of Administration, by the State granting agency and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

If the grantee expends \$750,000 or more of Federal awards in a fiscal year, they must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit and Administrative Awards Requirements for Federal Awards. This is \$750,000 in total Federal awards received from all sources. The grantee will forward a copy of the audit report to both the State's Authorized Representative and the State Auditor.

10 Government Data Practices and Intellectual Property

10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers' Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant contract agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 **Termination by the State.** (a) The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(b) **Termination by The Commissioner of Administration.** The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

17 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- (e) Any other applicable non-discrimination law(s).

18 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area.

The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

19 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- 19.1 The prospective lower tier participant certifies, by submission of this grant contract agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 19.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant contract agreement.

20 Whistleblower Protection Rights

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

- (a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).
- (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
- (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

Attachments:

- _____ A. State Boat Grant Contract Agreement
- _____ B. Exhibit A
- _____ C. Exhibit B
- _____ D. Conflict of Interest Disclosure

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15.

Signed: **Pamela D. Brisson**
 Digitally signed by Pamela D. Brisson
 Date: 2024.03.11 13:06:10 -05'00'

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

SWIFT Contract # 244658

Purchase Order # 3-248892

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.

By: _____

Title: _____

Date: _____

Distribution:

1. DNR - OMBS
2. Grantee
3. State's Authorized Representative

By: _____

Title: _____

Date: _____

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION #04-24-1E

**2024 STATE OF MINNESOTA ANNUAL COUNTY
BOAT & WATER SAFETY GRANT AGREEMENT**

WHEREAS, there is a need for a Boat & Water Safety Program in Becker County; and

WHEREAS, the Sheriff of each county is required to carry out the provisions of Chapter 86B and the Boat & Water Safety Rules; and

WHEREAS, in connection with the Sheriff's duties M.S. Section 86B.701 provides that the County submit to the Commissioner of Natural Resources a budget to carry out the Sheriff's duties; and

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Becker County, Minnesota, authorize the Board Chair and the Becker County Administrator to sign on behalf of the County for the Annual County Boat and Water Safety Grant in the amount of \$23,931. Terms of this agreement are from January 1, 2024 through June 30, 2024.

Duly adopted this 2nd day of April, 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ _____
Carrie Smith
Interim County Administrator

/s/ _____
John Okeson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held April 2, 2024, as recorded in the record of proceedings.

Carrie Smith
Interim County Administrator

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

CODE 4 ESTIMATE SERVICES

Date 3/9/2024
 Estimate # 6100

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
	Sea Born LX22 Boat Assumes all lighting mounted to the bottom of the hard top.			
WHE HHS3200	HHS Series Siren, Siren Amplifier with Hand-Held Controller (CANCTL5)	1	531.33	531.33
WHE SA315P	Whelen 100W Siren Speaker	1	212.52	212.52
WHE SAK1	Whelen universal SA315P speaker mounting bracket	1	35.39	35.39
WHE PSL2BB	Pioneer SlimLine™ Series, 12 VDC, Super-LED®. Standard Spotlight includes Interchangeable Spot/Flood Lens,Dual Panel, Bail/Stud Mount, Black Housing	1	760.85	760.85
WHE PSL1BB	Pioneer SlimLine™ Series, 12 VDC, Super-LED®. Standard Spotlight includes Interchangeable Flood/Flood Lens Single Panel, Bail/Stud Mount, Black Housing	3	390.85	1,172.55
WHE IONB	Whelen ION LED Light (Blue) (FRONT X2, SIDE X1, REAR X2)	5	131.54	657.70
WHE IONR	Whelen ION LED Light (Red) (FRONT X2, SIDE X1, REAR X2)	5	131.54	657.70
HAV DS-PAN-435	Docking Station with Power Supply for Panasonic's TOUGHBOOK 54 and 55 Rugged Laptop	1	886.50	886.50
HAV C-HDM-204	8.5" Heavy Duty Telescoping Pole, side mount, short handle	1	179.40	179.40
HAV C-MD-119	11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter	1	286.26	286.26
OPT 153080	Optifuse 80 amp Manual Trip Circuit Breaker	1	20.85	20.85
WAY GS	Ground stud	1	8.43	8.43
C4S FREIGHT	Freight	1	68.78	68.78
C4S LABOR-UPFIT	Up-fit Labor	25	105.00	2,625.00
C4S SUPPLIES	Miscellaneous Installation Supplies (Wire, connectors, tape, fuses, screws, washers, etc.)	25	12.60	315.00
			Subtotal	\$8,418.26
			Sales Tax (7.375%)	\$0.00
			Total	\$8,418.26

Code 4 Services Inc.
 www.code4services.com



Becker County Planning Commission
March 27th, 2024

Members Present: Acting Chairman Jeff Moritz, Tom Disse, County Commissioner Erica Jepson, Nick Bowers, Steve Lindow, Kim Mattson, Tommy Ailie, Commissioner John Okeson, Craig Hall, Harvey Aho, and Zoning Administrator Kyle Vareberg. **Members Absent:** Dave Blomseth, Kohl Skalin, and Mary Seaberg

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

Tommy Ailie made a motion to approve the minutes from the February 28th, 2024, meeting. Aho second. All members in favor. Motion carried.

Acting Chairman Jeff Moritz explained the protocol for the meeting and stated that the recommendations of the Planning Commission will be forwarded to the County Board of Commissioners for final action. Applicant one will be forwarded to Lake View Township for final action.

New Business:

1. **APPLICANT: Michael D Anderson** 213 Willow St E Detroit Lakes, MN 56501
Project Location: TBD Co Hwy 6 Detroit Lakes, MN 56501 **LEGAL LAND DESCRIPTION:** Tax ID Number: **19.0047.003** Section 04 Township 138 Range 041; 4-138-41 PT GOVT LOTS 3-4, PT SE1/4 NW1/4: COMM CTR SEC 4, W 132' TO POB; N 165', E 132', N 1906.08', W 66', N 432.69', NW 103.08', N 150.01', W 1100.2', SLY AL TH 59 1095.52', E 300', NLY 786.06', E 227.28', SELY 599.44', SLY 614.87', S 378.12', SW 894.46', W 326.92', W 105.4', S 58.99', E 1264.98' TO POB. TRACT A-2. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Final Plat for a common interest community consisting of twenty-one (21) units to be called LAKER ISLAND STORAGE FIRST ADDITION.

Scott Walz with Meadowland Surveying presented the application. He stated that a storm water management plan had been approved by both the Pelican River Watershed District (PRWD) and the Minnesota Pollution Control Agency (MPCA).

Ailie asked if there were any changes since the Preliminary Plat approval.

Walz said no.

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

47 **MOTION: Ailie motioned to approve the application as submitted. Hall second. Roll**
48 **Call; All in favor. Motion carried.**
49
50
51

52 **2. APPLICANT: APPLICANT: Jarko Properties LLC** PO Box 206 West Fargo, ND
53 58078 **Project Location:** 15912 Co Hwy 6 Lake Park, MN 56554 **LEGAL LAND**
54 **DESCRIPTIONS:** Tax ID Numbers: **06.0038.018 & 06.0038.020** Section 02
55 Township 138 Range 043; PT SW1/4 SE1/4: COMM S QTR COR TH E 749.63' TO
56 CTR LN CSAH #5 TH N AL HWY 430.17' TO POB; N AL HWY 520.18', SELY
57 307.87', SELY 462.25' TO E LN SW1/4 OF SE1/4, S 231.61', TH W 641.48' TO
58 POB AKA TRACT C & PT SW1/4 SE1/4: BEG SE COR TH W 563.16' AL CSAH
59 #6, TH NWLY 334.89' AL CSAH #5, ELY 641.48 TO E LN SW1/4 SE1/4, TH SLY
60 433.60' TO POB AKA TRACT D REF: PT 06.0038.000 IN 2008. **APPLICATION**
61 **AND DESCRIPTION OF PROJECT:** Request a Preliminary Plat for thirty (30)
62 existing units and forty-one (41) new units to be known as ELITE SHOP CONDOS.
63
64

65 Scott Walz presented the application. He stated that the south parcel currently has a Conditional
66 Use Permit for rentals for the units currently there. He said they are looking to convert those and
67 the North property into storage condos. He said some of the existing fencing will be removed for
68 construction and then a fence will be built as shown on the preliminary plat. The northern parcel
69 will not be fenced. He stated that the new parcel will be accessed from County Road 5 and the
70 existing parcel will be accessed from County Road 6. The new lighting will match what is on the
71 current structures, and the free-standing buildings will have a single light over each door. He said
72 that the ordinance does not require any type of screening, so they have not planned for any, and
73 that for non-shoreland they are allowed up to sixty-five (65) percent impervious surface
74 coverage. They are proposing sixty-three point seven (63.7) percent. He also commented that if
75 approved an engineered storm water management plan will be submitted to the Cormorant Lakes
76 Watershed District (CLWD) and the MPCA for approval.
77

78 Okeson asked if the Highway Department had any comments regarding this.
79

80 Walz said they received no response.
81

82 Okeson asked if they had submitted an application.
83

84 Walz said they will need to get a permit for that.
85

86 Okeson commented that it would be possible the Highway Department could select an entrance
87 different from what is on the preliminary plat.
88

89 Mattson stated that he is concerned about the safety of the approach.
90

91 Walz said the Highway Department will review the area for safety. He stated they are more than
92 four hundred (400) feet from the intersection to the south and more than four hundred (400) feet
93 from where it starts to curve to the north.

94
95 Hall commented that the neighbors are concerned about lighting and asked if there was a way to
96 reduce some of that, so it isn't so intrusive at night.

97
98 Walz stated that they are leaving what is there, and the new buildings will have the same
99 lighting. He said the free-standing buildings will have a single light, downward facing, but there
100 are no plans to reduce what is already there. They want it to be secure.

101
102 Bruce Qvammen, the Developer, said it will be the same lighting as the ones on the south side of
103 Big Cormorant.

104
105 Yvonne Johnson, neighbor spoke and shared how bright the lights are. She commented on how
106 dangerous it is for kids getting on and off the bus at the road to the north of this proposed project.
107 She said she does not approve of this project.

108
109 Julie Omvig, neighbor, shared that she has had to call the Sheriff's Department for cars flying by
110 on that curve. She said people already go too fast in that area. She stated it has been very
111 dangerous for her children getting on and off the bus. She said by adding this project, things will
112 not get better, and the view will not be nice.

113
114 Ailie asked how far she lives from the site.

115
116 Omvig said right north, and the buildings would be up to her tree line. She stated that her
117 driveway is close to the entrance, and this will create more traffic.

118
119 Deb Huseby and Kathy Escherich, neighbors, spoke. Huseby submitted a picture of the curve,
120 and a statement from the Lake Park-Audubon transportation director. The curve picture also
121 shows the driveway entrance for Omvig. Those are entered below:

122



123

DRAFT

Storage Condos at Co Hwy 5 & 6 south of Lake Park

3 messages

Deborah Huseby <dhuseby@lpa.k12.mn.us> Wed, Mar 27, 2024 at 12:34 PM
To: Matthew Jensen <mjensen@lpa.k12.mn.us>, Dean Sunram <dsunram@lpa.k12.mn.us>

Hello,

I live on East Tony Johnson Road, Lake Park. There is a meeting tonight at the Court House at 6:00 pm. The meeting is to open discussion on a proposed storage condo expansion. The owners of the existing storage units want to build an additional 41 units. The entrance to the new units will be on Co Hwy 5 to the south of Cory & Julie Omgig's property. I know the curve along Co Hwy 5 at this location makes it impossible to see traffic. When the bus stops to pick up Derrick Omgig, there have been a few close calls because drivers can't see very well. An increase in traffic at this location would be a safety hazard so I wanted to let both of you know. I will be attending the meeting tonight so if you'd like more information please let me know.

Best Regards,
Deb Huseby

--

Deb Huseby
WIN Teacher
LPA Elementary School
218-325-0754 ext.1184
dhuseby@lpa.k12.mn.us

Matthew Jensen <mjensen@lpa.k12.mn.us> Wed, Mar 27, 2024 at 12:42 PM
To: Deborah Huseby <dhuseby@lpa.k12.mn.us>

Hey Deb
Whether the storage units are built or not I would suggest flashing school bus stop ahead signs from the north and south on Hwy 5.

Matt Jensen
Transportation Director
Lake Park/Audubon Schools #2889

[Quoted text hidden]

Deborah Huseby <dhuseby@lpa.k12.mn.us> Wed, Mar 27, 2024 at 12:45 PM
To: Matthew Jensen <mjensen@lpa.k12.mn.us>

That's a great idea! Thanks!

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Huseby said they have given the permission for the school bus to use their driveway as a turn-around cause it's too dangerous on the road.

Escherich stated that she included pictures with her email that show how bright the lighting is. Escherich's letter is entered below:

Property owner of parcel number 06.0038.008 replies:

I have two concerns regarding zoning laws that are in question with the Elite Shop Condos project.

1. With the past storage condos, and now this new proposed project, there is no buffer planting screen in place on the current parcel (060038020) or noted on their proposed preliminary site plan or application notes. On page 7-58, section 4, subsection B.1, of the zoning laws state that if a commercial property is adjacent to residential property, the land around the buildings can be left in a natural state. Otherwise, it must be landscaped with a buffer planting screen. According to the zoning laws, there should be landscaping around these buildings and a buffer planting screen because the land was not left in a natural state. Prior to the storage buildings being built, there was grass, soil, trees and natural vegetation. I know there isn't a home built on the adjacent property to the east (parcel #060038010), but it is still zoned residential. There is a home on parcel #060038000 so a buffer planting screen should be required.
2. On page 8-81, table 54 shows that commercial property can have no more than 30% impervious surface coverage. In the application notes of the preliminary site plan, it states the total proposed impervious surface covers 63.7% of the project area. In the definitions section of the zoning laws, gravel is listed as an impervious surface. I'm very concerned with water run-off due to the amount of impervious area noted in this project.

Other general concerns:

1. Lighting – The lights on the current storage condos supposedly have downward facing lights. Please see the attached photos of the lights on the buildings from my backyard which is 15 acres away. The glare goes well beyond the borders of their property. On the right bottom corner of the pictures, you'll see my hot tub. I have a view from my hot tub/yard of a storage facility with obnoxiously bright lights. I can no longer see stars or enjoy my yard at night. If the proposed buildings utilize the same amount of lights, the same downward facing design and the same intensity, it will be like I live in an industrial park. I own rural property and pay Cormorant township property taxes so I can look at nature.

2. Fencing – The current storage buildings have tall chain link fencing that is topped with barbed wire. I don't see fencing noted on the preliminary site plan for the proposed condos. Will the existing type of fencing be used around the proposed condos?

*The bright lights and fencing with barbed wire at the top leads the general public to believe this is not a safe area. It implies our neighborhood could be a high-crime area. The combination make the storage facility look like a prison.

133

1

3. North of East Tony Johnson Road is a waterfowl production area. The increased traffic, bright lights and water run-off could affect the animals on this state land. Has an impact study been completed? Does the DNR require one? There are a variety of animals that call this area home.

On a personal note, when my husband and I decided to buy our house, part of the allure of the house was it's location. Close to town and its amenities but in a rural setting. We enjoyed the wild life, (deer, wild turkeys and foxes, even an occasional coyote), and the beautiful evening skies. That has all changed. Now when I choose to sit out on my back deck, all I see are storage buildings and very bright lights. Not too many stars can be seen in the sky with the glaring lights disrupting the view. I worry about how that these storage condos will affect my property and resale values. Thank you for giving me this opportunity to express my concerns.

Best regards,

Katherine Escherich
15949 E. Tony Johnson Rd.
Lake Park

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Huseby stated that the current fencing has barbed wire at the top. She said to her, that indicates they live in a high-crime area. She said they should have security, but this is beyond what is normally seen. She submitted pictures of the fencing, and they are entered below:

144



145

146

147

148 Huseby said they are asking the Board to consider the fact that if they allow this to move
149 forward, they will no longer be living in a residential area, but instead an industrial area.

150

151 Jepson asked Escherich to show her where on the map she lives.

152

153 Huseby said it is parcel number 06.0038.008. She also stated that there is a wildlife production
154 area across the road from them, and wondered if an impact study had been done. She is
155 concerned that at sixty-five (65) percent impervious coverage that the water runoff will impact
156 the wildlife.

157
158 Escherich ask how much of that water runoff will affect her.
159
160 Moritz stated that the storm water management plan happens later after the Preliminary Plat
161 approval. He commented that he sits on the CLWD board and he said they will be using a
162 professionally engineered plan that is then submitted to the CLWD board to review what is
163 engineered to ensure there will not be any long term problems.
164
165 Huseby asked about commercial screening.
166
167 Vareberg stated that the property as it is being used now is a commercial use, but that when a
168 common interest community is developed the use is no longer considered commercial, therefore
169 screening is not required.
170
171 Jay Kostelecky, the property owner, spoke and stated that in 2020 there was a lighting complaint
172 and after review it was determined that he lighting was within the perimeters. He said he had an
173 electrician go out in the middle of the night to test the foot candles which came back at point
174 nine (.9). He said as the prooperty owner, he is responsible for the safety and security of the
175 property.
176
177 Vareberg read a letter from B&M electric with the results of the testing they performed in 2020.
178 That letter is entered below:
179

B & M Electric Inc
30614 Sunset Rd
Detroit Lakes, Mn 56501
218-847-1946

4/17/2020

To whom it may concern:

I am writing this letter regarding the security lighting at the Elite Storage units at the corner of the county hwy 6 and #5. I went out to the location and took some light readings at the sight, right under the lights on the east side of the building, I had a reading of 4.5 foot candles. Going east from the building 75 feet to the fence, I had a reading of .9 foot candles.

In my opinion there is very little to no light that makes it to the homeowner's yard to the east. In fact, I think the homeowners yard light produces more foot candles then the lights on the storage shed.

As a reference to the amount of light being projected toward the east, I have a led night light that I use in my house for my daughter's bedroom which produces 3.5 foot candles.

Sincerely

Mike Eidenschink

B & M Electric Inc

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Kostecky said that after that complaint, he did disconnect two (2) lights on the East wall for the neighbor, but he felt like he couldn't disconnect any more lights than that.

Mattson asked who would be buiding the structures.

Kostecky stated that Qvammen is.

Mattson asked what they would look like.

Kostecky said that the continuous buildings on the plat will match the buildings that are there in being white and blue, and the free standing buildings will be a charcoal gray and mid gray.

Mattson stated that he drives by there often and its very commercial looking as it sits now. He said there is nothing aesthetic about it.

Qvammen said they will look like a residential storage building.

Hall asked if both parcels could be accessed off of County Road 6.

201 Walz said it could be looked at.
202
203 Hall said he was wondering if it would be a possibility because of all the opposition for an
204 entrance off of County Road 5.
205
206 Walz said the traffic problem is an existing issue, but these ones may be used just a few times a
207 day, so it really shouldn't generate more traffic.
208
209 Vareberg proposed that he, Commissioner Okeson, Walz, and Jim Olson the County Highway
210 Engineer could meet out at the site before the County Board meeting to hopefully alleviate some
211 of those concerns.
212
213 Moritz thinks that would make things easier as it seems to be a big hang up.
214
215 Vareberg said if Olson isn't comfortable with it, it won't be permitted.
216
217 Lindow suggested maybe someone could go out to a neighbor's at night to see how bright it is
218 and suggested shields to modify the downward facing lights.
219
220 Testimony Closed.

221
222
223 All letters received were read before the meeting and are entered into record below:
224

Dear Nicole Bradbury

I am Strongly against this it be a major eye sore and this would in danger the wild life in this area, every year wild life lose places graze and live. Please deny this at township 138N - Range 43W. Thank You Dean L Nash, 16145 Cormorant RD, Lake Park, MN 56554

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228
My name is James Wiseman. I have land that would boarder the Elite Shop Condos. I do not want anymore storage buildings. This area is residential not commercial!! I vote NO!!

-A followup email was sent, correcting his name: James Wiedeman.

229
230

Dear Nicole Bradbury

I strongly oppose this proposal for township 138N—Range 43W. It would be a major eye-sore and endanger the wildlife in this area. Every year, wildlife loses places to graze and live. Please deny this at township 138N—Range 43W.

Respectfully,

Dan

Daniel R. Nash, Ph.D. candidate, MS, CISSP

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16145 Cormorant RD, Lake Park, MN 56554

Ms. Bradbury,

Please consider this our response and objection to the preliminary plat application of Jarko Properties, LLC. We presently reside at 15911 E. Tony Johnson Rd, Lake Park, MN and are in the process of purchasing the home from Christopher & Angela Moothart (Parcel 060038001). We are gravely concerned about the expansion of the storage units into a shop condo development. Our concerns include the following:

- (1) Safety: The intersection of Tony Johnson road and County 5 is on a curve and is nearly a blind intersection when coming from our driveways. See attached map with the intersection circled. This is a presently a 55mph speed zone (and most are driving at higher speeds). An additional entrance for the condos on Hwy 5 will create additional traffic and make an already tricky intersection exceptionally dangerous.
- (2) Lighting: being in a rural area comes with some expectation of limited commercial lighting – additional units and lighting take away from the quiet enjoyment of living outside of a commercial area, which is something the current owners (and future owners) paid for as part of their purchase price in these areas. The lighting is already very noticeable and bright to our enjoyment when we are outside. In addition, the project is close to wildlife areas and state lands that are meant to protect and preserve wildlife – we are concerned additional lighting (and traffic) will scare off the wildlife in the immediate area.
- (3) Market Value – as with lighting, we are concerned about this driving down market prices of the homes in the area. We are also concerned about other projects that come after this one - the units presently at the location already look like a small industrial park in the middle of a rural area. This build will only expand that industrial impression on our market values and enjoyment of the landowner's property. It may create additional interest for other commercial businesses near this property.
- (4) Trees - The application does not appear to include any tree lines or other sheltering to attempt to blend in with residential lots in the area.

Should you have any questions regarding our statements, please contact Sara at 218-779-8202.

Sincerely,
Sara and Carlos Diaz

235
236

Aaron and Natasha Isaman
15976 County Highway 6
Lake Park, MN 56554

Dear Ms. Bradbury,

Please consider this our response and objection to the plat application of Jarko Properties, LLC. We have residing at 15976 County Highway 6, Lake Park, MN since April of 2014. During our time here, our family has enjoyed many of the wildlife experiences that this area has provided; however, these experiences have deteriorated with the addition of the units that Jarko Properties has built. Our concern is that these experiences will only continue to deteriorate further with the further additions of storage units. The lighting on the current units has altered our wildlife/rural life experience substantially. When neighbors have brought concerns regarding lighting to Jarko Properties they have refused to modify this lighting which is saddening.

As far as zoning and land, it was our understanding per Becker County Ordinances that Commercial Planned Unit Developments cannot exceed 25% of the commercial/transient MUD suitable area. The impervious amount in the plat application is 67.4% which is over double what the ordinance allows. There are also covenants on all the lots here and we are questioning why these covenants would not apply to the parcels that Jarko Properties, LLC owns.

Most importantly, safety for our children, pets, and ourselves is the highest priority in this situation. The additional entrance for these storage buildings is highway 5 near a curve that is already unsafe. With the additional traffic related to these storage units this only creates a higher probability of causing accidents or near-misses. Since the previous storage units have been built it has creating an increase in danger of motor vehicle accidents, loss of wildlife, and all around altered experience of our rural home-life.

Please email or call with any questions: isamans@hotmail.com or Aaron 218-234-0125 or Natasha 218-205-2608.

Sincerely,

Aaron and Natasha Isaman

The image shows two handwritten signatures in black ink. The signature on the left is for Aaron Isaman, featuring a large, stylized 'A' followed by a horizontal line and a vertical stroke. The signature on the right is for Natasha Isaman, starting with a large 'N' and followed by a long, sweeping horizontal line that ends in a small upward curve.

238
239 **MOTION: Hall motioned to approve the application with the condition that the**
240 **Highway Department review the location of the entrance and the safety issue if the**
241 **entrance is off of County Road 5, and that they use best judgement for lighting.**
242

243 Qvammen wanted the members to know that if approved they would be willing to fund signage
244 for a school bus stop.
245

246 **Aho second. Roll Call; All in favor. Motion carried.**
247
248
249

250 **3. APPLICANT: Ethan Thompson** 15515 Co Hwy 39 Frazee, MN 56544 **Project**
251 **Location:** 15515 Co Hwy 39 Frazee, MN 56544 **LEGAL LAND DESCRIPTION:**
252 Tax ID Number: **11.0019.002** Section 05 Township 138 Range 038; 5-138-38 PT
253 NW1/4 SE1/4: BEG NW COR NW1/4, E 660', S 907', W 264', N 676', W 396', N
254 231' TO POB. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a
255 Conditional Use Permit to operate a U-Pick Flower business.
256
257

258 Cassandra Thompson presented the application. She stated that she already has three thousand
259 (3000) seedlings planted in preparation for the business.
260

261 As there was no one to speak for or against the application, testimony was closed.
262
263

264 **MOTION: Aho motioned to approve the application as submitted. Ailie second. Roll**
265 **Call; All in favor. Motion carried.**
266
267

268 **Other Business:**
269

270 D) **Tentative Date for Next Informational Meeting: April 17th, 2024; 8:00 am; 3rd Floor**
271 **Meeting Room in the Becker County Courthouse, Detroit Lakes, MN.**
272
273

274 **Since there was no further business to come before the Board, Hall made a motion to**
275 **adjourn. Ailie second. All in favor. Motion carried. The meeting adjourned at 6:40 pm.**
276
277

278
279 _____
280 **David Blomseth, Chairman**

278
279 _____
280 **Jeff Moritz, Secretary**

281 ATTEST
282

283 _____
284 Kyle Vareberg, Zoning Administrator

Closed Session – Motion to close the meeting pursuant to Minn. Stat. Section 13D.03 Subd. 1(b) The governing body of a public employer may by a majority vote in a public meeting decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25.