



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

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

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 773 806 682#

- 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 September 5, 2023 5
- 8:25 Consent Agenda
1. Assessor - Abatement for a travel trailer that had a current license plate 9
 2. Regular Claims, Auditor Warrants, and Claims over 90 days 10
 3. Claims Human Services, Public Health & Transit
- 8:30 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
 - a) Airport Commission 11
 - b) Cormorant Lakes Watershed District 12
 - c) Temporary Assistant County Veterans Service Officer - Oath of Office 13
- 9:00 County Administrator
1. Report
 2. Association of Townships - Fall Township Association Meeting - October 19, 2023
 3. Joint Governance Meeting - October 3 at 7:00 am - Hosted by Becker County
 4. Budget 2024 14
 5. Resolution 09-23-2E - 2024 Becker County Proposed Tax Levy 15
 6. Resolution 09-23-2F - Economic Development Authority (EDA) 2024 Tax Levy 16
 7. Classification and Compensation Study, David Drown Associates (DDA)
- Finance Committee
- 9:20 Auditor-Treasurer
1. License List 17
- 9:25 Human Services
1. Resolution 09-23-2C - Personnel Request - FT Registered Nurse 18
- 9:30 Information Technology
1. Software Request MFA Approval 21

- 2. Software Request Deployment 22
- 9:40 Sheriff
 - 1. Resolution 09-23-2B - Personnel Request - Deputy Sheriff 23
 - 2. Resolution 09-23-2A - Personnel Request - Lieutenant 24
 - 3. Resolution 0-23-2D - Purchase Request - Trailer 25
- 9:50 Break
- 10:00 Human Resources
 - 1. Procurement Policy & Appeals 28
 - 2. Reasonable Accommodations for Pregnant Workers Policy 39
- 10:10 Highway
 - 1. Low quote for Limited Site Investigation-Old Highway Facilities 40
 - 2. Contract Amendment - CSAH 7 & 80 Design Services - Moore Engineering 56
- 10:15 Land Use/Environmental Services
 - 1. Solid Waste Assessment Review
- 10:45 Planning & Zoning
 - 1. Planning Commission Recommendations - 08/30/2023 58
 - a) Change of Zone from Agricultural to Residential
 - b) Conditional Use Permit to operate a Convenience Store and Gas Station
 - c) Conditional Use Permit to operate a Commercial Building with Retail Sales and Service
 - 2. Community Based Comprehensive Plan Update
- Closed Meeting - Labor Negotiations Strategy
 - 1. Motion to close the meeting pursuant to Minn. Stat. Section 13D.03 subd. 1(b)
- Adjourn



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 - a) Change of Zone from Agricultural to Residential
 - b) Conditional Use Permit to operate a Convenience Store and Gas Station
 - c) Conditional Use Permit to operate a Commercial Building with Retail Sales and Service
2. Community Based Comprehensive Plan Update

Closed Meeting - Labor Negotiations Strategy

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

Adjourn

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, September 5, 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 Discussion – Commissioner Nelson asked for the addition of the Becker County Fair report to come after the Open Forum Discussion, and the removal of Regular Claims, auditor warrants, and claims over 90 days and Claims from Human Services, Public Health & Transit from the Consent Agenda. Commissioner Okeson asked to pull the Planning & Zoning items from the agenda to be heard during the next board meeting on September 19. Commissioner Meyer asked to include the amount of \$70,000 to Resolution 09-23-1A – Victim Services Grant Award on the Consent Agenda. All Commissioners in favor, items carried.
2. Minutes – Moved and second to approve minutes of August 15, 2023, with the requested changes (Okeson, Jepson) carried.
3. Motion and second to approve the Consent Agenda (Jepson, Meyer) carried.

Commissioners:

1. Open Forum:
 - None
2. Fair Board Report: presented by Karla Lindquist & Matt Thompson
 - Grandstand sales were up from last year.
 - Increase in number of exhibitors.
 - Update on finished projects and review of upcoming projects.

Sheriff: presented by Todd Glander

1. Motion and second to approve purchase of Verizon Cradlepoint equipment in the amount of \$24,257.71 (Okeson, Vareberg) carried.
2. Motion and second to approve 3 Chevrolet Tahoe Squad Cars in the amount of \$49,198.48 per vehicle (Okeson, Jepson) carried.

3. Motion and second to approve the Becker County Historical Society to hold a Halloween Event at the Old Jail with coordination from the Sheriff Department (Okeson, Meyer) carried.
4. Clarification of claim paid to Bad Boys Towing. It was a writ of execution and we have been reimbursed for our portion.

Commissioners:

3. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Jepson – EDA & Housing Subcommittee.
 - Commissioner Nelson – Becker Soil & Water, Joint Powers Meeting, Sheriff, NRM, Lakeland Mental Health.
 - Commissioner Vareberg – Highway, Environmental.
 - Commissioner Okeson – Highway, Environmental, Sheriff, PRWD, Airport, Prairie Lakes Municipal Solid Waste.
 - Commissioner Meyer – DAC, Historical Society, Transit update, Courthouse.
4. AMC Meetings – Fall Policy Conference and Annual Meeting
5. Appointments:
 - Motion and second to appoint Howard Kluender to the Recreational Advisory Committee as a Member at Large (Okeson, Meyer) carried.

County Administrator: presented by Pat Oman.

1. Report
 - Community Based Comprehensive Plan update – signed contract. Kickoff in September.
 - Bargaining unit negotiations to tentatively start at the end of September.
 - Safe Assure inspection in our buildings were favorable.
 - Meeting with Nick Lindberg our MCIT Safety contact.
 - Safety Event in Bemidji.
2. Budget 2024 update.

Auditor-Treasurer: presented by Mary Hendrickson.

1. Regular Claims, Auditor Warrants, and Over 90 Days:

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.

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

2. Motion and second to approve payment of claims for Human Services, Public Health, and Transit (Jepson, Meyer) carried.
3. Motion and second to accept June 2023 Cash Comparison, Sales Tax, and Investment Summary (Meyer, Okeson) carried.
4. Motion and second to approve Resolution 09-23-1C – Repurchase Parcel 32.0259.004 (Okeson, Jepson) carried.

Maintenance: presented by Brent Bristlin.

1. Motion and second to approve the flush, fill & strainers for the boiler in the courthouse in the amount of \$59,750 to Johnson Controls Inc. (Okeson, Meyer) carried.

Human Resources: presented by Carrie Smith.

1. Class & Comp Study Review.
2. Motion and second to approve updated Vacation Rate of Accrual (Okeson, Meyer) carried.

Land Use/Environmental Services: presented by Steve Skoog and Mitch Lundeen

1. Motion and second to approve Fall Timber Sales Tracts (Meyer, Okeson) carried.
2. Motion and second to approve Capital Expenditure Request - Purchase a ½ Ton Pickup Truck up to \$48,000 to come out of the Resource Development Fund (Okeson, Meyer) carried.
3. Motion and second to approve a Capital Purchase Request – Bike Path Asphalt Overlay in the amount of \$9,000 to Driveway Service (Okeson, Jepson) carried.
4. Motion and second to approve Resolution 09-23-1E – Set Market Price for Solid Waste Management Tax – considering transportation costs, declare the 2024 Market Price for Mixed Municipal Solid Waste is \$74.55 per ton (Vareberg, Okeson) carried.

5. Motion and second to approve the Demolition Cell Construction to Dennis Drewes Inc. in the amount of \$252,560 (Okeson, Vareberg) carried.
6. Motion and second to approve the Capital Purchase Request of 10 Motorola Radios from MidStates Wireless in the amount of \$10,362.90 (Okeson, Vareberg) carried.
7. Motion and second to approve the Sandblasting & Painting of the Used LP Tank to Advanced Sandblast & Paint LLC in the amount of \$6,200 (Vareberg, Okeson) carried.
8. Motion and second to approve the Annual Wood Grinding Request to Harbo Mulch Inc. in the amount of \$26,775 with the City of Detroit Lakes paying their share (Okeson, Vareberg) carried.

Highway: presented by Jim Olson

1. Motion and second to approve the low quote for Wetland Delineation Work on CSAH 7 & CSAH 16 to Houston Engineering in the amount of \$10,841 (Okeson, Vareberg) carried.
2. Motion and second to dispose of a 2009 Tandem Plow Truck and a 1995 Pup Trailer via online auction (Okeson, Vareberg) carried.
3. Motion and second to approve Resolution 09-23-1F – Final Payment Acceptance – 003-637-021 to Mark Sand & Gravel in the amount of \$82,386.29 (Okeson, Vareberg) carried.
4. Motion and second to approve Resolution 09-23-1G – Final Payment Acceptance – 003-639-017 to Dennis Drewes, Inc. in the amount of \$68,084.77 (Okeson, Vareberg) carried.

Motion and second to close the meeting at 10:44 am pursuant to Minn. Stat. 13D.05 Subd. 3(d) based on IT Infrastructure (Jepson, Meyer) carried.

Motion and second to come out of closed session at 11:03 am (Meyer, Jepson) carried.

Being no further business, Chair Nelson adjourned the meeting at 11:04 am.

/s/

Pat Oman
County Administrator

/s/

Barry Nelson
Board Chair

**Abatements
9/19/2023**

<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>
3201	32.8005.370	Sugar Bush Twp	TT Current License Plate	-\$354.34								
				-\$354.34								



BECKER COUNTY BOARD OF COMMISSIONERS
Finance Committee Meeting
Date: Monday, September 18, 2023 at 8:30 AM

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

Administrator

1. Report
2. Budget 2024
3. Resolution 09-23-2E - 2024 Becker County proposed Tax Levy
4. Resolution 09-23-2F - Economic Development Authority (EDA) 2024 Tax Levy
5. Classification and Compensation Study

Auditor-Treasurer

1. Claims

Human Services

1. Resolution 09-23-2C - Personnel Request - FT Registered Nurse
2. Claims Human Services, Public Health & Transit

Information Technology

1. Software Request MFA Approval
2. Software Request Deployment

Assessor

1. Abatement

Sheriff

1. Resolution 09-23-2B - Personnel Request - Deputy Sheriff
2. Resolution 09-23-2A - Personnel Request - Lieutenant
3. Resolution 09-23-2D - Purchase Request - Trailer

Highway

1. Low quote for Limited Site Investigation-Old Highway Facilities
2. Contract Amendment - CSAH 7 & 80 Design Services-Moore Engineering

Land Use/Environmental Services

1. Solid Waste Assessment Review

Adjourn

From: Kelcey Klemm <KKlemm@cityofdetroitlakes.com>
Sent: Friday, September 8, 2023 4:31 PM
To: Pat Oman <pat.oman@co.becker.mn.us>; John Okeson <jokeson@co.becker.mn.us>
Cc: Mark Hagen <mark@mbedi.com>; Kari Tyson <KTyson@cityofdetroitlakes.com>; Matt Brenk <MBrenk@cityofdetroitlakes.com>
Subject: [EXTERNAL]Airport Commission terms

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.

Commissioner Okeson and Administrator Oman:

It's that time again where the City and County need to make 3-year appointments to the Airport Commission. The current terms all expire on 9/30/23.

Per the Airport Commission Joint Powers Agreement, the City and County alternate appointing 3 of the 5 commissioners, whereby the City most recently had 3 appointments. Therefore, the County will need to appoint 3 members for the next 3-year term.

The current commissioners are as follows:

Airport Commission	5 members (2 from City, 3 from County, then alternates 3 from City, 2 from County); 3-year terms				
Meets the 3rd Wednesday of each month at 11:30am	Mark Hagen	Mark Green	Ross Gonitzke	Dave Sherbrooke	John Okeson
	9/30/2023 (1st term) - City	9/30/2023 (3rd term) - City	9/30/2023 (fulfilling vacated term) - City	9/30/2023 (2nd term) - County	9/30/2023 (4th term) - County

The City will be re-appointing Mark Hagen and Ross Gonitzke. The County can consider re-appointing Mark Green, Dave Sherbrooke, and John Okeson.

Give me a call if you have any questions,

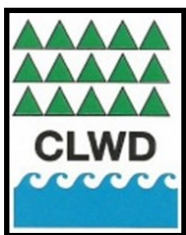
Kelcey Klemm
City Administrator



1025 Roosevelt Avenue
Detroit Lakes MN 56501
218-846-7123 (Direct Line)
www.cityofdetroitlakes.com

"NOTICE": E-mail correspondence to and from the City of Detroit Lakes maybe public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties."

Please note: Our offices have temporarily changed location while we remodel City Hall. Our temporary location is 106 Holmes Street East (the old police department) which we'll be at until spring of 2024.



Cormorant Lakes Watershed District
10929 County Highway 5
Pelican Rapids, MN 56572-9324
www.clwd.org email: admin@clwd.org

Managers:

Ellis Peterson
218.532.2104

September 8, 2023

Jeff Moritz
218.439.6044

Pat Oman
Becker County Administrator
915 Lake Avenue
Detroit Lakes, MN 56501

Mike Foley
701.388.1846

Lyle Hansen
218.532.3993

The term for Cormorant Lakes Watershed District (CLWD) managers Mike Foley & Lyle Hansen expires December 31, 2023. Accordingly the watershed is requesting the Commissioners to publish appropriate notice of the need to fill the position, a 3-year term, and to select a candidate. Both Mike and Lyle have expressed an interest in continuing in the capacity of Manager for the next term.

Sam Blattenbauer
701.361.4173

Inspectors:

Cy Abel
218.234.0607

In other background information, the term expirations for the other manager positions are as follows:

Administrator:

Liz Larson
218.234.6865

Sam Blattenbauer	December 31, 2024
Jeff Moritz	December 31, 2024
Ellis Peterson	December 31, 2025

We are requesting to receive official written notice of the appointments after selection. These are important for the Managers and for our records. I also want to clarify that after an appointment is made by the Becker County Commissioners, the normal procedure is to send written notice of the confirmation to both the appointee and CLWD Administrator.

If you have any questions or need other information, please let me know.

Sincerely,
Liz Larson, CLWD Administrator

CC:Barry Nelson, Becker County Commissioner
Mary Hendrickson, Becker County Auditor-Treasurer

OATH OF OFFICE

State of Minnesota)

)SS

County of Becker)

I, Donavon Strandberg, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Minnesota, and that I will faithfully and impartially execute and discharge the duties of the Assistant County Veterans Service Officer in the County of Becker, State of Minnesota, according to the law and to the best of my judgment and ability. So help me God.

(Signed)

Subscribed and sworn to before me
This Nineteenth Day of September 2023

Matt Erickson, County Veteran Service Officer Administrator

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 BOARD OF COMMISSIONERS

RESOLUTION 09-23-2E

**2024 BECKER COUNTY
PROPOSED TAX LEVY**

WHEREAS, Becker County is required by State Law to establish a proposed tax levy on or before September 30, 2023 for the year 2024 and set the date for the public meeting to discuss the budget; and

WHEREAS, the final levy for 2024 cannot exceed this proposed levy; and

WHEREAS, It is recognized that this is not the final levy, and the final levy will be established before December 31, 2023. As currently proposed, this will yield a \$ 1,467,488 increase and represents a 5.96 % increase from 2023 levy. The County Budget Hearing to discuss the 2024 budget will be December 14, 2023 at 6:01 p.m. in the Board Room.

NOW, THEREFORE, BE IT RESOLVED, that the proposed tax levy for **2024** is established as follows:

Grand Total Max Levy: \$ 26,095,728

Duly adopted this 19th day of September 2023 at Detroit Lakes, Minnesota.

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 19th, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

ECONOMIC DEVELOPMENT AUTHORITY (EDA) TAX LEVY FOR 2024

RESOLUTION 09-23-2F

WHEREAS, the Becker County Economic Development Authority has established as its mission to enhance the quality of life by promoting and developing housing and economic opportunities; and

WHEREAS, one of the tools available to the Becker County Economic Development Authority is a .0185% of taxable market value tax levy as provided for under Minnesota Statute Section 469.033 Sub. 6;

NOW, THEREFORE, BE IT RESOLVED that the Becker County Board of Commissioners approves including a Housing & Redevelopment Authority Tax Levy in the amount of \$160,000.00 in the 2024 budget for the purpose of funding housing and economic related activities of the Becker County Economic Development Authority.

Duly adopted this 19th day of September 2023 at Detroit Lakes, Minnesota.

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 Administrator of 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 19, 2023 as recorded in the record of proceedings.

Pat Oman
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS MEETING 9/19/2023

BECKER COUNTY AUDITOR TREASURER

Tobacco License – Renewal

1. Kalberer's Korner – Tyer Kalberer – Lakeview Township
2. Richwood Off-Sale – John P Johnson – Richwood Township
3. Cormorant Bottle Shop – J-Rod Enterprises – Cormorant Township
4. Ice Cracking Lodge – Tandra Parsons – Round Lake Township

BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION # 09-23-2C
Full-time Registered Nurse

WHEREAS, there is a need to hire a full-time Registered Nurse position.

WHEREAS, if filling that vacancy creates another vacancy in Human Services then to fill that vacancy also.

NOW THEREFORE BE IT RESOLVED That the Board of County Commissioners of Becker County, Minnesota, approves the hiring of a full-time Registered Nurse.

Duly adopted this 19th 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 19, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

Date: September 19, 2023

To: Becker County Commissioners

From: Denise Warren, Human Services Director

RE: Personnel Request

Action Request: Request to pass **Resolution 09-23-2C:** To hire one (1) full-time Registered Nurse as a Special Needs Basic Care (SNBC) Care Coordinator.

Justification: This FT Registered Nurse request will enable us to fulfill duties and activities associated with the Special Needs Basic Care (SNBC) Program. We currently have 1 full-time RN SNBC Care Coordinator (CC) and the caseload is too high for 1 CC to effectively manage member needs, DHS requirements, and contract obligations. On 1-1-23, UCare had a redesign which caused an increase in members assigned to Becker County Public Health. Becker County Public Health also committed to be the delegate for Medica, which also has more members assigned than originally anticipated.

In prior years, the number of assigned members between 2 health plans was an average of 150 members/month. As of 1-1-23, the average assigned members between UCare and Medica has been 410 members/month. UCare members make up 80% of this total. We continue to see a steady increase in individuals enrolling in health plans due to enhanced benefits on health plans compared to fee for service, especially transportation, dental benefits, and health incentive programs.

When compared to other delegates, the average caseload for 1 CC is 120-130 per CC. Since 1-1-23, we have increased case aide and OSS support to help with the required every 6-month phone calls, assessment scheduling and arranging transportation. We have continued to identify the need for an additional CC despite the increased support of case aide and OSS.

To meet the required CC duties of all members assigned to Becker County Public Health, we estimate 80 hours per week is needed. This additional position will help us to fulfill contract obligations, DHS requirements, member needs, and maximize revenue.

Cost Analysis:

REGISTERED NURSE C-43 1	2023 COST TO FILL	CURRENT COST	2024 COST	2023 BUDGET
SALARY (Step 10)	\$ 17,240	\$ -	\$ 80,764	\$ -
PERA	\$ 1,293	\$ -	\$ 6,057	\$ -
HEALTH	\$ 2,901	\$ -	\$ 17,408	\$ -
FICA	\$ 1,319	\$ -	\$ 6,178	\$ -
UNIFORM/SEVERANCE				
TOTAL	\$ 22,753	\$ -	\$ 110,408	\$ -

Current year cost: \$ 22,753

Year over year cost: \$ 110,408

Cost Explanation:

There is a current and subsequent year cost as we are proposing adding a position. The UCare & Medica health plan revenues more than cover the cost of the resulting two care coordinator positions as well as the required support staff.

Options:

- 1) Dropping the UCare health plan:
 - A. There will be an impact on Becker County enrolled members. Care Coordinators would not be local and not as familiar with the local resources.
 - B. Impact on current RN CC position- the CC would have Medica clients only with approx.75-80 members/month. This caseload would not be enough for a full-time position.
- 2) Contract with Maxim Healthcare Services for a full-time Registered Nurse to perform CC duties while keeping both health plans:
 - A. Base Rate- \$83-88/hr for a RN or SW depending on whether working remotely or on-site.
 - B. The cost for 1-year full-time Maxim staffing would be approx. \$173,000.
- 3) Add/Hire an additional 1 Full-time Registered Nurse inhouse:
 - A. Increasing the number of individuals in case coordination is the primary goal for member benefit and to maximize revenues.
 - B. With UCare members, our current member engagement rate is 28% and Medica current engagement rate is at 24%. UCare will pay one-time bonuses for engagement thresholds met.

FINANCIAL PROJECTIONS OF ALL OPTIONS	Releasing UCare Contract	Contracting with MAXIM for 1 FT Nurse	Hiring Addt'l 1 FTE Nurse
2023 Receipts	\$ 453,110	\$ 478,110	\$ 478,100
2023 Expenses	\$ 141,700	\$ 307,934	\$ 155,592
2023 Net Revenue	\$ 311,410	\$ 170,176	\$ 322,508
2024 Receipts	\$ 115,200	\$ 538,500	\$ 538,500
2024 Expenses	\$ 75,000	\$ 307,839	\$ 256,000
2024 Net Revenue	\$ 40,200	\$ 230,661	\$ 282,500
Total Net Revenue '23 & '24	\$ 351,610	\$ 400,837	\$ 605,008



BECKER COUNTY

IT Department

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7230

MEMORANDUM FOR ACTION

Date: 9/19/2023

SUBJECT: VPN Security Software

THROUGH: IT Department, Courthouse Committee and Finance Committee

TO: Becker County Commission

1. References:

MFA Security Software which is the recommended vendor from Becker County's LASO and MEI our primary security vendor.

2. Discussion: VPN Security Licenses

Description	per unit \$	Number of Units	Cost
Security Software as a Service 24 Months	\$ 5.90	6000	\$ 35,400.00
Subtotal	\$ 5.90		\$ 35,400.00
Additional Discount			-\$ 1,351.78
Total			\$ 34,048.22

3. Funding

a. Funding Special General Fund

4. Action – recommend approving the quote for VPN Security Licenses for 24 months

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



BECKER COUNTY

IT Department

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7230

MEMORANDUM FOR ACTION

Date: 9/19/2023

SUBJECT: Deployment Software

THROUGH: IT Department, Courthouse Committee and Finance Committee

TO: Becker County Commission

1. References:

SmartDeploy is an endpoint management software service that simplifies and accelerates Windows OS and application deployment across any PC.

2. Discussion: VPN Security Licenses

Item	Description	per unit \$	Number of Units	Cost
SDDD06RY	1 year SmartDeploy Subscription	\$ 14.04	375	\$ 5,265.00
Total				\$ 5,265.00

3. Funding

a. Funding Special General Fund

4. Action – recommend approving the quote for SmartDeploy for 1 Year

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

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION #09-23-2B

Full-Time Deputy Position

WHEREAS, there is a need to fill a full-time deputy position to meet the needs of public safety for Becker County; and

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves to hire a full-time deputy position through the normal hiring process and if this position creates a vacancy, then to fill that position using the most recent internal/external list or to re-advertise if necessary.

Duly adopted this 19th 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 19th, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION #09-23-2A

Full-Time Lieutenant Position

WHEREAS, there is a need to fill a full-time lieutenant position to meet the needs of public safety of Becker County; and

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves to hire a full-time lieutenant position through the normal hiring process and if this position creates a vacancy, then to fill that position using the most recent internal/external list or to re-advertise if necessary.

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

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

<u>/s/</u>	Pat Oman	<u>/s/</u>	Barry Nelson
	Pat Oman		Barry Nelson
	County Administrator		Board Chair

State of Minnesota)
) ss
County of Becker)

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

Pat Oman
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION NO. #09-23-2D
SALE OF TRAILERS AND PURCHASE OF A TRAILER

WHEREAS, Becker County has a need to replace the current 2021 Ameri-Pro utility trailer and 2008 Newman's utility trailer because they will not fit both our snowbalance and/or ATV/Snowmobile;

WHEREAS, Becker County has a need for a three-place snowmobile trailer for emergency response and search and rescue;

WHEREAS, the County will sell both the 2021 Ameri-Pro utility trailer and 2008 Newman's utility trailer to the highest bidder. Those proceeds will assist in purchasing a new three-place trailer. The grant will also assist in the purchase; and

NOW THEREFORE BE IT RESOLVED, That the Board of County Commissioners of Becker County, Minnesota, authorizes the County Sheriff to sell the two said trailers and replace it with a purchase of a new three-place trailer to the lowest quote.

Duly adopted this 19th 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 19, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

LAKES AREA TRAILERS
PO BOX 385, 21457 368TH AVE
BATTLE LAKE MN 56515

218-864-2535 lakesareatrailers2020@gmail.com

Name

BECKER COUNTY SHERIFF

Phone

218-849-3036

Street

City State Zip

License/EIN

Year Make

2024 TRITON

VIN#

Model

ELITE16-101

DATE

7/26/2023

STOCK#

CASH PRICE OF TRAILER	\$	5,800.00	
ACCESSORIES	\$	420.00	Spare Tire & Mount, 8 Removable D-rings
LESS NET TRADE ALLOW	\$	-	
PLUS STATE/LOCAL TAXES	\$	-	
EXCISE TAX/LICENSING FEES	\$	-	
DOCUMENTATION FEE	\$	49.00	
TOTAL CASH PRICE	\$	6,269.00	
LESS DEPOSIT	\$	-	
BALANCE DUE ON DELIVERY	\$	6,269.00	METHOD OF PAY:

LIEN HOLDER:

NAME

ADDRESS

City State Zip

Lakes Area Trailers

Purchaser

Visto's Trailer Sales
 1175 E Main Ave
 West Fargo, ND 58078

Estimate

Date	Estimate #
8/30/2023	20119

Name / Address

Terms	Rep	Project
	JDN	

Item	Description	Qty	Rate	Sales Tax	Total
Ordered Trailer	Aluma 8616-TA-EL-R-12SL Standard Equipment; • 2) 2200# Rubber torsion axles • 8614 does not come with brakes, rated at 2990# • 8614EL & 8616 come with brakes standard • ST145/R12 LRD tires (1220# cap/tire), 5 on 4.5 bolt pattern • 12" Steel wheels • Heavy-duty A-frame tongue with 2-5/16" zinc-plated coupler • Nudo floor • 3) Ski hold-down bars with plastic sleeves • LED Light package, seal beam lights and wiring harness • 54" x 72" Removable aluminum ramp with storage underneath • Swivel tongue jack, 1500# capacity • Safety chains • Overall width = 102" • Overall length = 240" / 264"	1	5,683.92		5,683.92
Options	Drive on-Drive off Salt Shield	1	823.68		823.68
Options	Spare Mount	1	109.82		109.82
Options	Matching Spare	1	295.00		295.00

Total	\$6,912.42
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Phone #	Fax #	E-mail	Web Site
(701) 282-0229	(701) 282-0381	visto_s@yahoo.com	www.vistotrailers.com

COUNTY PROCUREMENT PROCEDURES

INTRODUCTION

The Becker County Board of Commissioners previously passed a county procurement procedure policy in October of 1995. That policy has been amended from time to time by action of the Becker County Board of Commissioners. It is the intent of the Board that the following policy shall supersede the previous policy and all amendments thereto.

The purpose of this policy is to establish guidelines for achieving the best value for products and services, to facilitate economical volume purchasing to promote a good working relationship with suppliers, to promote budget awareness and budget control, and to clearly define responsibility.

Becker County will adhere to the Minnesota Uniform Municipal Contracting Law as set forth in Minnesota Statute Section 471.345, which statute provides as follows:

Subd. 1. **Municipality defined.** For purposes of this section, “municipality” means a county, town, city, school district or other municipal corporation or political subdivision of the state authorized by law to enter into contracts.

Subd. 2. **Contract defined.** A “contract” means an agreement entered into by a municipality for the sale or purchase of supplies, materials, equipment, or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property.

Subd. 3. **Contracts over \$175,000.** If the amount of the contract is estimated to exceed \$175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing contracts by the particular municipality or class thereof. With regard to repairs and maintenance of ditches, the provisions of section 103E.705, subdivisions 5, 6, and 7, apply.

Subd. 3a. **Contracts over \$175,000; best value alternative.** As an alternative to the procurement method described in subdivision 3, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section [16C.28, subdivision 1](#), paragraph (a), clause (2), and paragraph (c).

Subd. 4. **Contracts exceeding \$25,000 but not \$175,000.** If the amount of the contract is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof.

Subd. 4a. **Contracts exceeding \$25,000 but not \$175,000; best value alternative.** As an alternative to the procurement method described in subdivision 4, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section [16C.28, subdivision 1](#), paragraph (a), clause (2), and paragraph (c).

Subd. 5. **Contracts \$25,000 or less.** If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section [16C.28, subdivision 1](#), paragraph (a), clause (2), and paragraph (c).

Subd. 5.a. **County or town rental contracts.** If the amount of a county or town contract for the rental of equipment is estimated to be \$60,000 or less, the contract may, in the discretion of the county or town board, be made by direct negotiation by obtaining two or more quotations for the rental, when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations shall be kept on file for a period of at least one year after their receipt.

Becker County will adhere to Minnesota Statute Section 375.21 Subd. 1, which provides as follows:

Subdivision 1. **Procedure, conditions.** When required by the dollar limitations of section [471.345](#), a contract for work or labor, or to purchase furniture, fixtures, or other property, or to construct or repair roads, bridges, or buildings shall be made by a county board only after advertising for bids or proposals in a qualified legal newspaper of the county. For the purchase of property or for work and labor, two weeks' published notice that proposals will be received, stating the time and place,

shall be given. For the construction or repair of roads, bridges, or buildings, three weeks' published notice shall be given. The notice shall state the time and place of awarding the contract and contain a brief description of the work. Every contract shall be awarded to the lowest responsible bidder and duly executed in writing. The person to whom a contract is awarded for work or labor or for the construction or repair of roads, bridges, or buildings shall give a sufficient bond to the board for its faithful performance. If no satisfactory bid is received, the board may readvertise.

An advertised standard requirement price contract for supplies or services established by competitive bids may contain an escalation clause and may provide for a negotiated price increase or decrease. The escalation or negotiated change shall be based upon a demonstrable industrywide or regional increase or decrease in the vendor's costs.

Every contract made without compliance with this section is void.

In case of an emergency arising from the destruction or impassability of roads or bridges by floods, rain or snow, or other casualty, or from the breaking or damaging of any property in the county, if the public health, safety, or welfare would suffer by delay, contracts for purchase or repairs may be made without advertising for bids, but in that case the action of the board shall be recorded in its official proceedings.

Subd. 1b. Best value alternative. As an alternative to the procurement method described in subdivision 1, a county board may award a contract for construction, building, alteration, improvement, or repair work to the vendor or contractor offering the best value under a request for proposals as described in section [16C.28, subdivision 1](#), paragraph (a), clause (2), and paragraph (c).

331A.12 WEB SITE ADVERTISEMENT FOR TRANSPORTATION PROJECT BIDS.

Subdivision 1. Definitions.

(a) The terms defined in this subdivision and section [331A.01](#) apply to this section.

(b) "Web site" means a specific, addressable location provided on a server connected to the Internet and hosting World Wide Web pages and other files that are generally accessible on the Internet all or most of the day.

Subd. 2. Designation.

At the meeting of the governing body of a political subdivision at which the governing body designates its official newspaper for the year, the governing body may designate in the same manner publication of transportation projects on the political subdivision's Web site. Publication on the Web site may be used in place of or in addition to any other required form of publication. Each year after designating

publication on the Web site for transportation projects, the political subdivision must publish, in a qualified newspaper in the jurisdiction and on the Web site, notice that the political subdivision will publish any advertisements for bids on its Web site.

Subd. 3. Form, time for publication same.

A political subdivision that publishes on its Web site under this section must post the information in substantially the same format and for the same period of time as required for publication in an official newspaper or other print publication.

Subd. 4. Record retention.

A political subdivision that publishes notice on its Web site under this section must ensure that a permanent record of publication is maintained in a form accessible by the public.

Under state law, county boards may enter into contracts without the need for competitive bidding in the case of an emergency as set forth in Minnesota Statute Section 375.21 and 375.22, for noncompetitive supplies and equipment pursuant to Minnesota Statute Section 471.36, and for contracts for personal or professional services.

I.

PURCHASING RESPONSIBILITIES

The Auditor-Treasurer Office shall be responsible for the
recording of fixed assets, the compilation of data and the
recording of stored items.

II.

PURCHASING RESPONSIBILITIES AND ORGANIZATION

AUTHORIZED DEPARTMENT REQUISITIONS

In order to fulfill the requests of the departments in a timely manner, each department head in the County shall provide to the County Administrator the name or names of individuals within the department, if any, who have authority to approve purchases for each department, other than the department head.

III.

PURCHASING ETHICS

GENERAL STATEMENT

Becker County wants to be known as an open and truthful organization. Becker County's purchasing procedures will be conducted in a manner that demonstrates the highest standards of business conduct in relationship to the County departments, suppliers, and the general public. In all pursuits, purchasing is unequivocally in support of the existing laws, and acts of questionable nature or legality will not be tolerated.

County employees, officers and agents in a position to procure goods or services will abide by the County's Conflict of Interest policy, located within Becker County's Personnel Policy. This provision includes an employee's documentation of potential and actual conflicts of interest.

County employees, officers or agents must neither solicit nor accept any payment of expense, compensation, gift reward, gratuity, favor, service or promise of future employment or any other future benefit from any source except the County for any activity related to the duties of the employee unless otherwise provided by law. County employees, officers or agents must neither solicit nor accept anything of monetary value from contractors or parties to subcontractors.

IV.

PURCHASING PROCEDURES

PURCHASE ORDERS

No material, equipment, travel, and/or services shall be charged to Becker County nor shall an invoice for such material and/or services be approved for payment, unless covered by a purchase order.

All purchase orders must be approved and signed by the appropriate department head or his/her designee as set forth in Section II and according to the procedures set forth below.

1. **Purchase requests in excess of \$175,000 or equipment rentals in excess of \$60,000.** All purchase requisitions in excess of \$175,000 must be competitively bid unless subject to a legal exception. For the rental of equipment, competitive bidding is required if the contract is estimated to be more than \$60,000.
2. **Purchase requests of more than \$25,000 but not more than \$175,000.** All purchase requisitions of more than \$25,000 but not more than \$175,000 require two or more written quotations when possible. All quotations shall be kept on file for a period of at least one year after receipt thereof.
3. **Purchase requests of less than \$25,000.** All purchase requisitions of less than \$25,000 may be made either upon quotation or in the open market. If the purchase is made upon quotation, it shall be based, so far as practicable, on at least two quotations, which shall be kept on file for a period of at least one year after their receipt.

Purchase orders require approval as follows:

4. **Purchase requisitions of less than \$3,000** require approval of the department head or his/her authorized designee.
5. **Purchase requisitions of more than \$3,000 but not more than \$5,000** shall be approved by the department head and/or authorized designee and the County Administrator.
6. **Purchases exceeding \$5,001** shall be approved by the department head or his/her authorized designee, the appropriate committee assigned, the County Administrator, and the Board of Commissioners.

There are occasions when the lowest bidder may not receive the order. These occasions must be justified in writing by the department head and the County Administrator. If there is a lack of agreement between these parties on vendor choice, the ultimate decision rests with the Becker County Board of Commissioners.

Within its discretion, the County Board may require competitive bidding for any purchase of \$175,000 or less.

This policy shall not prohibit the County Board from entering into contracts or making purchases without competitive bidding when not required by state law.

V.

PURCHASING PROCEDURES

QUOTATION REQUESTS

All requests to suppliers for formal quotations and formal bids on material, equipment, or services will be made after review by the Administrator's Department. For all quotes, a complete description (specification) of the materials, equipment, or services desired should be furnished to the Administrator's Department. The description should include use, quantity desired, and delivery address. In making requests for equipment, consideration should be given to the economics of duplicating existing equipment in order to reduce capital investment in "spare stocks." No attempt should be made to confine quotations to any one supplier by specifications, trade name, or manufacturer. Quotations shall be retained on file for a period of one year after the purchase is made or the project is considered dropped. The quoting suppliers should be notified of the status of the quotations at reasonable intervals. All successful quotations will be acknowledged, via a purchase order, with a reference to the quotation request number and any supplier file reference.

The County will not disclose the prices of one supplier to a competitive supplier. All quotations are to be retained in confidence and requests for disclosure shall be made to the county administrator or his/her designee. This policy shall not prohibit disclosure once a bid or quote is accepted.

VI.

PURCHASING PROCEDURES

PURCHASE ORDER

Requisitions for products and services will be researched to find the appropriate product, vendor, and price. The County Administrator will approve a purchase order to acquire these products. The purchase order is completed as follows:

1. Vendor – name and address from whom the product or service was secured.
2. Ship To – place where the merchandise will be shipped.
3. Item – vendor's item number.
4. Description – short description of the product or services ordered.
5. Comments – any additional information.
6. Authorized Signatures – signatures of department head (or authorized person) and county administrator releasing the purchase order.
7. County voucher information for payment, account number, etc.

VII.

PURCHASING PROCEDURES

PURCHASE ORDERS (RETURNS)

The merchandise and invoice can be returned directly from your department; however, it is necessary to contact the Administrator's Department and accounts payable in the Auditor-Treasurer's Office so the purchase order or item is cancelled and corrected as required.

VIII..

PURCHASING PROCEDURES

BLANKET ORDERS AND EXCEPTIONS

Blanket orders are used to cover the purchase of repetitive items (i.e. items bid in bulk or quantity, professional services, gas, gravel, technical service, technical items, repair parts, or small dollar purchases less than \$50 from the same vendor). For example, blanket orders are commonly used by the Maintenance and Parks Department for the purchase of repair parts. If you should see a need for a blanket purchase order, please contact the Administrator's Department and request that a blanket purchase order be released to a particular vendor and for what purpose. Purchasing will review all requests and issue an appropriate blanket purchase

order.

Blanket Purchase Order Example:

1. Items bid in bulk or quantity
2. Contracted professional services
3. Contracted technical services
4. Purchase of routine repair parts and service

An emergency purchase is defined as a purchase that cannot wait until a Board of Commissioners meeting and a purchase that cannot wait until the County Administrator can review and approve the purchase.

Emergency purchases may be approved by the Auditor-Treasurer and the County Administrator upon request of a department head or his/her designee. In the absence of the Administrator, the County Board Chair may give approval. The purchase will be presented to the County Board as soon thereafter as possible.

IX.

PURCHASING PROCEDURES

ACCOUNTS PAYABLE PROCEDURES
(INVOICES FROM PURCHASE ORDERS)

As a normal practice, the Administrator's Department requests that all vendors include its purchase order number on their invoices. This assists all departments if there should be any questions regarding the invoice. The Administrator's Department needs a copy of the invoice attached to the purchase order. The purchase order states an address for delivery of the product or service. Invoices for all departments, other than Highway and Human Services, will be sent to accounts payable in the Auditor-Treasurer's Office. Departments will code payments with the proper account number on its copy of the purchase order. After receipt of the merchandise or service, the department will also place a check mark for items received. This completed copy of the purchase order will be forwarded to accounts payable in the Auditor-Treasurer's Office for payment. Human Services will follow a similar procedure within its department and its accounts payable. The Highway Department will match purchase orders with invoices, code with the appropriate cost account number and forward to accounts payable for recording and payment.

X.

PURCHASING PROCEDURES

ACCOUNTS PAYABLE PROCEDURE
(ACCOUNT CODING)

The account coding is a function by the Auditor-Treasurer's Office that can be found in the most recent chart of accounts or expenditure reports from the Auditor-Treasurer's Office. Items are

charged to appropriate accounts based on the codes submitted by the requesting department on the purchase order unless not conducive to that line item.

All purchase orders are coded based on the codes submitted by the requesting department on the requisition form.

XI.

PURCHASING PROCEDURES

CONTRACTS

At times, a contract, rather than a purchase order, will be used in the procurement of goods or services. Any contract in an amount of \$25,000 or more shall be reviewed for form and content by the Becker County Attorney. Any contract of less than \$25,000 shall be reviewed by the County Attorney when deemed advisable by the County Board, County Administrator, or respective department head.

Approved this 19th Day of September 15, 2023, by the Becker County Board of Commissioners.

Barry Nelson
Board Chair

ATTEST:

Pat Oman
County Administrator

Becker County Quote/Bid/Proposal Protest

Becker County recognizes the need to review and resolve complaints about its purchasing practices and procedure and has adopted this Policy to provide for any complaints. Any actual or prospective vendor or contractor who is aggrieved in connection with the solicitation or award of contract may protest to the County Administrator.

A. Bid Protest. Each protest must be in writing and delivered by a certified letter to the County Administrator within five (5) business days of the County's notice of award and must include:

1. A notice of protest;
2. A statement of facts and the reasons for the protest;
3. All supporting documentation; and
4. Address all correspondence to: Becker County Administrator, 915 Lake Avenue, Detroit Lakes, MN 56103.

B. Notification of Bid Protest

As soon as a bid protest is received, all award activity will be suspended. The Purchasing Manager and the Buyer will gather all relevant information about the solicitation, evaluation, and award of the bid and provide it to the County Administrator.

C. Decision.

The County Administrator will review the information relevant to the solicitation and will decide on the merits of the protest, in a prompt manner but not longer than ten (10) days after the bid protest was received. The decision will be mailed to the protestor at the address set forth in the bid protest. A copy of the decision will be posted on the County Website. All documentation concerning the bid protest and the decision will be retained in the Administrative Office.

D. Appeal Process.

An appeal of the County Administrator decision shall be in writing and delivered by a certified letter by the protestor to County Administration within (5) business days of the release of the decision and must include:

1. A notice of an appeal to the County Administrator;
2. A statement of the nature and the reasons for the appeal, including claimed errors;
3. All supporting documents; and a fee to cover the County's cost for determining a bid protest will be made in the form of a certified check payable to the Becker County Treasurer, in the amount of \$1,000. All fees will be returned if the protest is upheld, otherwise the fee is non-refundable.
4. The County Administrator will include all relevant information to be reviewed before the Board of Commissioners during the next scheduled meeting following receipt of the protest.
5. The complainant will be presented with an opportunity for the protester to present their case to the County Board.

E. Appeal Decision. Upon the conclusion of the appeal, the County Board will issue a decision by vote of the board. Becker County personnel will track all costs (wages, expenses, etc.) spent in the appeals process. The total cost will be subtracted from the \$1,000 deposit. Any remaining balance will be returned to the vendor. If the appeal is upheld, the total deposit will be returned.

Reasonable Accommodations for Pregnant Workers Policy

Purpose

As required by the Federal Pregnant Workers Fairness Act (PWFA), Becker County will provide reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause undue hardship to Becker County's operations.

Policy

An employee or applicant may request an accommodation due to pregnancy, childbirth, or a related medical condition by submitting the request in writing to human resources (HR). The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation.

Upon receipt of a request for accommodation, HR will contact the employee or applicant to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.

While the reasonableness of each accommodation request will be individually assessed, possible accommodations include allowing the individual to:

- Sit while working.
- Drink water during the workday.
- Receive closer-in parking.
- Have flexible hours.
- Receive appropriately sized uniforms and safety apparel.
- Receive additional break time to use the bathroom, eat and rest.
- Take time off to recover from childbirth.
- Be excused from strenuous activities and/or activities that involve exposure to compounds deemed unsafe during pregnancy.

An employee may request leave as a reasonable accommodation under this policy; however, Becker County will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.

Becker County prohibits any retaliation, harassment, or adverse action due to an individual's request for an accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.



BECKER COUNTY

HIGHWAY DEPARTMENT

1771 Tower Road • Detroit Lakes, MN 56501

218-847-4463

MEMORANDUM

Date: September 19, 2023

To: Becker County Board of Commissioners

From: Jim Olson, County Engineer

Subject: Limited Site Investigation Quote approval

Background: Removal of the fueling station and tanks at our old facility required soil testing during removal. The samples taken at that time detected some contaminated soil. MPCA requires further investigation to find the total extents of the contamination. This contract provides complete soil sampling at the site. Future remediation of the contaminated soil may be necessary depending on the results of this investigation. 90% of these charges as well as future remediation costs will be covered by the MPCA petro fund. Becker County will have to cover the remaining 10%

Recommended Action: Approve the low quote from Metco in the amount of \$ 12,736 and authorize the County Engineer to enter into an agreement for the needed professional services.

September 12, 2023

Proposal QTB184480

Mr. Jim Olson
Becker County Highway Department
200 State Street East
Detroit Lakes, MN 56501

Re: Proposal for Standard Scope Limited Site Investigation
Becker County Highway Department
200 State Street East
Detroit Lakes, Minnesota
Leak Site LS0022049

Dear Mr. Olson:

Braun Intertec Corporation is pleased to present this proposal to conduct a Standard Scope Limited Site Investigation (LSI) of the referenced site. The work will comply with current Minnesota Pollution Control Agency (MPCA) Petroleum Remediation Program Guidance Documents as appropriate. This proposal details the Scope of Services and provides estimated costs for the proposed work.

Background

A gasoline and diesel fuel release related to an underground storage tank (UST) was recently discovered at the Site. The scope of work in this proposal is intended to evaluate the extent and degree of soil, groundwater, and soil vapor impacts related to the release and to assess risk to actual or potential receptors.

Scope of Services – Limited Site Investigation (LSI)

The Scope of Services for the Standard Scope LSI includes the following components:

1. Prepare a Site-Specific Health and Safety Plan.
2. Notify the MPCA in advance of field work, notify the MPCA of important investigation findings, and communicate with the applicant regarding scheduling and investigative results.
3. Complete a risk evaluation in accordance with MPCA Guidance Document 4-02 including a walking survey, water line permeation receptor survey, evaluation of nearby surface water receptors, vapor receptor survey, and surface soil survey.
4. Prior to drilling or excavating, Braun Intertec or the subcontractor will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the investigation locations of public underground utilities. You, or your authorized representative, are responsible to notify Braun Intertec before we begin the work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

In addition, Braun Intertec fees include a budget to retain a private locate company to mark private utilities that are not the responsibility of public agencies. Upon the request of Braun Intertec, the property owner must also be available to assist the private locate company in determining the presence of any underground objects or the location of utilities. Braun Intertec will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities. Further, Braun Intertec reserves the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined. The cost of the private utility locate (\$300 to \$500) is not included in the standard scope and therefore not included in this proposal.

5. Advance one push probe to 40 feet below ground surface (bgs) in the vicinity of the source of the release (if possible). Advance four push probes to 25 feet bgs or to the depth required by MPCA Guidance Document 4-01. The four probes are intended to surround and define the extent of the petroleum release, if possible. Determine depth to groundwater in each boring, if encountered.
6. Collect soil samples continuously from the borings for geologic classification and field screening. Use a photoionization detector (PID) to screen the soil samples for elevated concentrations of volatile organic compounds (VOCs) following MPCA headspace techniques.
7. Collect seven soil samples to be analyzed by a certified laboratory for gasoline range organics (GRO), diesel range organics (DRO) and petroleum volatile organic compounds (PVOs).
8. Collect three samples of soil from below the water table for grain size analysis (sieve and hydrometer).
9. Collect groundwater samples from each probe boring (five samples if groundwater is encountered) to be analyzed at a laboratory for GRO, DRO and VOCs. Field parameters will be collected from each temporary monitoring well with sufficient water volume.
10. Collect appropriate quality assurance/quality control (QA/QC) samples for laboratory analysis including trip blanks and one groundwater duplicate.
11. Conduct a vapor intrusion assessment in accordance with MPCA Guidance Document 4-01a. Five push probe borings will be advanced to 10 feet bgs. A soil vapor sample will be collected from each of borings using air canisters and analyzed for VOCs by EPA Method TO-15 and for fixed gases (oxygen, carbon monoxide, carbon dioxide, and methane) by EPA Method 3C. The cost of the fixed gas analysis (\$175 per sample) is not included in the standard scope and therefore not included in this proposal.
12. Prepare an Investigation Report using Guidance Document 4-06 as required by MPCA. As part of the report, a Site Conceptual Model (SCM) will be prepared to help provide the framework for evaluating site-specific exposure pathways upon which site management decisions are based. The results of the investigation and evaluation of the SCM will be used to determine if additional investigation, remediation, or site closure is appropriate. An electronic copy of the Investigation Report will be submitted to the MPCA on your behalf. Braun Intertec will also provide an

electronic copy of the report to you. A paper copy of the report can be provided to you upon request.

Cost Estimate

Braun Intertec will provide the services described herein on an hourly and unit-cost basis. The estimated cost breakdown summary is provided on the attached *Petrofund Standardized Proposal and Invoice Form*.

The estimated cost of \$13,263.20 presented is based on the Scope of Services described herein and the assumption that the proposal will be authorized within 30 days and that the project will be completed within the proposed schedule. The estimated cost will not be exceeded by more than 10% without additional authorization.

Please note that Braun Intertec and our selected subcontractors are registered by the Petrofund. You may be eligible for reimbursement of up to 90% of the costs of this project from the Minnesota Department of Commerce Petrofund. Following completion of all or most of the project, a Petrofund reimbursement application for costs associated with the project can be prepared. The cost to prepare a Petrofund reimbursement application is not included in this proposal. Upon your request, Braun Intertec will provide you with an estimate of the fee to prepare the application and will proceed upon your authorization. The fee for preparation of the reimbursement application itself is not reimbursable according to Petrofund rules.

Scheduling

Field work will be initiated within two to three weeks of receiving your authorization, depending on sampling probe equipment availability. The field work is estimated to take one day to complete. Typical turnaround time on laboratory analysis is approximately 8 to 10 business days for all samples. A draft report will be forwarded to you within three to four weeks after receipt of laboratory analytical results.

If the proposed Scope of Services cannot be completed according to this schedule due to circumstances beyond control, Braun Intertec will notify and discuss with you the revised schedule.

MDH Environmental Well Sealing Notification Form and Sealing Record

The soil borings are planned to be 25 feet or deeper. Therefore, the Minnesota Statutes requires Braun Intertec to (1) submit by mail a Sealing Notification Form and (2) submit a Sealing Record after the completion of the borings. The Sealing Notification Form requires a signature of the current property owner, or their agent, and Braun Intertec needs to submit this to the Minnesota Department of Health (MDH) prior to mobilization to the site. *A copy of the Sealing Notification Form is attached at the end of this proposal for your signature.* The fees for the MDH Sealing Notification and the Sealing Record are included in the cost estimate.

Assessment Limitations

Please note the Scope of Services for the proposed investigation, in conjunction with the existing data, is designed to evaluate the potential presence of soil, groundwater, and soil vapor contamination. However, because there is a fixed number of sampling locations proposed, the Scope of Services proposed herein may not fully define the extent of contamination that may be present at the Site. Additional investigation may be required to fully evaluate the extent of impacts, to determine corrective actions or to obtain closure from the MPCA. If field conditions indicate the need for additional soil borings or analytical samples, Braun Intertec will contact you for authorization before proceeding.

Acceptance of Proposal/General Remarks

Braun Intertec appreciates the opportunity to present this proposal to you. This proposal is being sent in an electronic version **only**. Braun Intertec would be happy to meet with you to discuss the proposed Scope of Services further and clarify the various scope components.

After reviewing this proposal:

1. Please sign and return a copy of the following signature page to Braun Intertec as notification of acceptance and authorization to proceed.
2. Complete, sign, and return the Well Owner portion of the MDH Well Sealing Notification form and return a copy of the complete form. Braun Intertec will complete and submit to MDH on your behalf.
3. Sign and notarize the third page of the *Petrofund Standardized Proposal and Invoice Form*. Email the complete original copy of the proposal and form to Braun Intertec.

If anything in this proposal is not consistent with your requirements, please let Braun Intertec know immediately.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.


Braun Intertec appreciates the opportunity to provide professional services for you on this project. If you have questions regarding the contents of this proposal, please contact Ted Hubbes at 218.969.5833 or thubbes@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Ted R. Hubbes, PG, CHMM
Group Manager, Senior Scientist



Daniel P. Barrett
Principal Scientist

Attachments:

Petrofund Standardized Proposal and Invoice Form for Limited Site Investigation, Standard Scope
MDH Well Sealing Notification Form
General Conditions – (1/1/2018)

The proposal including the Braun Intertec General Conditions is accepted, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Petroleum Tank Release Cleanup Fund
Standardized Proposal and Invoice Form
Limited Site Investigation (LSI)
Standard Scope

MPCA Leak # LS0022049

Applicant Name Becker County Highway Department

Address 200 State Street East

Detroit Lakes, MN 56501

Leaksite Name Becker County Highway Department

Site Address 200 State Street East

Detroit Lakes, MN 56501


Task Description	Petrofund Maximum Unit Cost	Amount Proposed	Amount Invoiced for Proposed Tasks
Administrative Tasks			
Agency status update	\$141 per field work event	\$ 141.00	\$
Applicant status update [drilling]	\$761 per drilling event/see rule	\$ 282.00	\$
Background review	\$821 per leak site	\$ -	\$
Field work notification and scheduling	\$278 per field work event/see rule	\$ 282.00	\$
Health and safety plan	\$366 per leak site	\$ 282.00	\$
Nonspecific administration	\$293 per step of services	\$ 257.00	\$
Sample shipping and transportation	\$132 per shipping event	\$ 96.00	\$
Consultant Drilling and Excavation Activities			
Drilling oversight, field log prep, & soil sampling [25' or shallower boring]	\$220 per boring	\$ 768.00	\$
Drilling oversight, field log prep, & soil sampling [boring deeper than 25']	\$10 per foot	\$ -	\$
Surveying & surveying equipment	\$278 per surveying event	\$ -	\$
Utility clearance	\$293 per utility clearance event	\$ -	\$
Field and Receptor Surveys			
Surface water receptor survey and risk evaluation	\$205 per leak site	\$ 192.00	\$
Vapor receptor survey and risk evaluation	\$1,025 per leaksite/see rule	\$ 192.00	\$
Water well receptor survey and risk evaluation	\$1,102 per leaksite/see rule	\$ 192.00	\$
Sampling			
Groundwater sampling (other than permanent monitoring well)	\$52 per sampling point/see rule	\$ 192.00	\$
Submissions to Agency			
Investigation report preparation (LSI only)	\$5,092/see rule	\$ 3,626.00	\$
Travel and Per Diem			
Travel time	\$103 per hour	\$ 288.00	\$
Vehicle mileage	\$0.96 a mile	\$ 115.20	\$
Per diem	\$198 per day per person	\$ -	\$
Equipment and Field Supplies Charges (list items included in proposal below)			
Trimble Rover, per hour	Disposable items = Cost to buy the items	\$ -	\$
iPad/R1 Field Data GPS, per day		\$ -	\$
Photoionization detector (PID), per day		\$ -	\$
Water level indicator, per day		\$ -	\$
Water quality meter w/ 4m cable, per day	Reusable items = Lesser of purchase or rental cost	\$ 120.00	\$
Peristaltic pump, per day		\$ 40.00	\$
LDPE water tubing, per foot		\$ -	\$
Teflon-lined PE soil gas tubing, per sample		\$ -	\$
Contractor Services Included in this Proposal			
Analytical Services	Analysis Type		
7 soil samples		\$ 763.00	\$
5 groundwater samples	see Minn. Rule 2890.2900	\$ 1,195.00	\$
3 grain size analysis	see Minn. Rule 2890.3000	\$ 300.00	\$
5 soil gas samples	EPA Method TO-15, full scan & Method 3C	\$ 1,195.00	\$
Drilling, Direct Push Technology			
4 push probes to 25', 1 push probe to 40', 5 push probes to 10'	\$198 / hr. < 15,000 lbs.		
Retraction Force = <15,000 lbs. or > 15,000 lbs. (circle one)	\$293 / hr. > 15,000 lbs.	\$ 2,000.00	\$
Push probe sealing	\$1.46 per ft.	\$ 70.00	\$
Mobilization/demobilization (drilling) (0 - 50 miles one way)	\$366	\$ 600.00	\$
Mobilization/demobilization (drilling) (51- 500 miles one way)	\$366 plus \$9 per mile over 50	\$ -	\$
Mobilization/demobilization (drilling) (over 500 miles one way)	\$3,221	\$ -	\$
Per diem	\$198 per day / per person	\$ -	\$
Other Tasks			
Well permit(s)		\$ 75.00	\$
Private utility locate	\$733 per clearance event	\$ -	\$
		\$ 13,263.20	\$
		Total Proposed	Amount Invoiced for Proposed Tasks

Petroleum Tank Release Cleanup Fund
Standardized Proposal and Invoice Form
Limited Site Investigation (LSI)
Standard Scope

INVOICE SUMMARY (to be completed by consultant after the work has been performed)

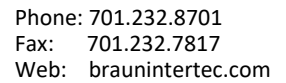
Total amount invoiced for proposed tasks (enter amount from page 1)	\$
Total amount invoiced for tasks not proposed (enter amount associated with column A of the Change Order form)	\$
GRAND TOTAL AMOUNT INVOICED FOR WORK PERFORMED	\$

CONSULTANT

Consultant Providing Above Proposal <u>Braun Intertec Corporation</u>		
Contact Person <u>Ted Hubbes</u>		
Phone <u>218.263.8869</u>		
Fax <u>218.263.6700</u>		
E-mail Address <u>thubbes@braunintertec.com</u>		
<p>I hereby certify that this document accurately reflects the details specified in the RFP dated ___N/A_____ and the anticipated costs for a limited site investigation or full remedial investigation, which total \$ <u>13,263.20</u>_____. I further certify that the hourly rates to be charged for consultant services ___ WILL ___X_ WILL NOT exceed the maximum hourly labor rates for consultant services listed in Minn. Rule 2890.1400 [Maximum hourly rates are as follows: SLP = \$190, MLP = \$141, ELP = \$103, FT = \$96, DP = \$81, WP = \$58]. If line is not marked, it is assumed to be "will not."</p>		
<p>X Ted Hubbes</p> <p>_____ Consultant Name (please print)</p>	 <p>_____ Consultant Signature</p>	<p><u>9/12/2023</u> Date</p>
<p>Braun Intertec Corporation</p> <p>_____ Consultant Company</p>	<p><u>1252</u> Petrofund Registration Number</p>	

APPLICANT

This proposal must be signed and dated by the consultant.		NOTARIZATION (of applicant signature)
To accept this proposal, sign and date it in front of a notary public.		
<p>X _____ Signature of applicant indicating acceptance</p> <p>_____ Date</p> <p>_____ Applicant Name (please print)</p> <p>_____ Company</p>	<p>Signed or attested before me this ____ day</p> <p>of _____, 20____.</p> <p>_____ Notary Public</p> <p style="text-align: center;">[stamp]</p> <p>My Commission Expires _____</p>	



Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



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1601 Caledonia Street, Suite C ♦ La Crosse, WI 54603 ♦ 1-800-552-2932 ♦ Fax (608) 781-8893 ♦ Email: rona@metcofs.com ♦
www.metcofs.com

September 7, 2023

Jim Olson
Becker County Highway Department
200 State St. E.
Detroit Lakes, MN 56501-3128

RE: Limited Site Investigation Proposal for the Becker County Highway Department site in Detroit Lakes, Minnesota.

Dear Mr. Olson,

Per your request, here is the LSI (Standard Scope of Work) proposal for the Becker County Highway Department site in Detroit Lakes, Minnesota.

WHY HIRE METCO ???

We are a small, family-owned company located in Hillsboro and La Crosse, Wisconsin that has been installing, servicing, and removing underground storage tanks for over 40 years and has been doing environmental projects in Minnesota and Wisconsin for over 30 years. To date, we have been granted Final Closure on over 900 contaminated sites. We specialize in handling all aspects of our projects for our clients and have an excellent reputation with both the regulating and funding state agencies.

I am a native Minnesotan growing up in Lakeville and Ely and earned my degree in Geology from the University of Minnesota – Duluth. I am also a Licensed Professional Geologist in both Minnesota and Wisconsin.

A LIST OF PETROFUND PROJECTS COMPLETED BY METCO HAVE BEEN INCLUDED WITH THIS LETTER:

WORKSCOPE

- 1) Prepare a site-specific health and safety plan.
- 2) Clear public utilities through the Gopher State One Call. Private utilities will need to be located by the client.
- 3) Advance four borings to 25' bgs, one boring to 40' bgs, and five borings to 10' bgs in general accordance with the Minnesota Department of Health guidelines.
- 4) Collect and screen continuous soil samples obtained from the borings with a field PID. Also classify soils.
- 5) Collect seven soil samples to be analyzed for DRO and GRO/PVOC/Naphthalene. (Costs for lab blank included).
- 6) Collect five ground water samples to be analyzed for DRO, GRO, and VOC (Costs for lab blanks and duplicates included).
- 7) Collect three soil samples for grain size analysis (with hydrometer).
- 8) Collect five soil gas samples to be analyzed for EPA Method TO-15/3C (full scan).
- 9) Complete a risk evaluation of the site which includes receptor surveys for water wells, vapor, and surface waters.
- 10) Provide an Investigation Report (LSI only) to the MPCA upon completion of the investigation.
- 11) Pursue Final Site Closure.

NOTE: We prepare all the PETROFUND Reimbursement Applications at No Cost.

METCO appreciates the opportunity get this site closed for you. Please call me if you have any questions or need any further information.

Sincerely,

Ron Anderson PG
Senior Hydrogeologist

PETROFUND PROJECTS COMPLETED BY METCO INCLUDE:

Twin Cities Area

Main Motor Sales Co. – Anoka
Big O' Tires – Arden Hills
Market Ridge, LLC – Bloomington
Hubert Residence – Chaska
Olson's Marathon – Circle Pines
Lowell's Auto Repair, Inc. – Columbia Heights
Yocum Oil Co. Eagan Card Lock – Eagan
Shady Oak BP – Eden Prairie
Dewey Hill Condominium Complex – Edina
Feist Automotive – Golden Valley
7850 LLC – Greenfield
Abel Property – Ham Lake
Former Pahls Superette - Lakeville
Bison Thunder Motorcycle – Landfall
Johnson Residence – Little Canada
O'Ryans Holiday – Maple Grove
Ersikine Properties - Maplewood
Karner Property – Minneapolis
Market Ridge, LLC – Minneapolis
Nancy E. Gormley Estate – Minneapolis
Deitering Residence – Minnetonka
New Brighton Public Works – New Brighton
Recycling & Energy Center – Newport
Hauser Property – Oakdale
Holiday Stationstore 3513 – Oakdale
Yocum Oakdale Bulk Facility – Oakdale
Kwik Trip #411 – Plymouth
Village Auto Works (former) – Roseville
Bear Stop – Saint Anthony
Rebane Property – Saint Louis Park
Christ's Household of Faith – St. Paul
Highland Chateau Nursing Home – St. Paul
Peschel Property – St. Paul
Ziittel Greenhouses – St. Paul
Massopust Residence – Stillwater
Primeau Residence – Tonka Bay
Ares Residence – White Bear Lake
Classic Automotive Center – White Bear Lake
Kwik Trip #407 - Woodbury

Northern Minnesota

Norman County Implement Inc. – Ada
Lake Country Meats – Alexandria
The Store – Avon
Woody's Service – Baudette
Peterson Residence – Becker
Blackduck Coop Ag Services – Blackduck
Millerville Coop Station - Brandon
Hugo's Bar – Brimson
Cambridge Isanti High School - Cambridge
Cambridge Isanti Intermediate School - Cambridge
Carlton Self Service - Carlton
Palace Junction C-Store – Cass Lake
Todd's Tire Service - Crookston
Sandstrom Property - Cushing
WLSSD – Duluth
River Country Cooperative – East Bethel
Keppeler Residence – Esko
Einarson Brothers Flying Service – International Falls
Kimball Area High School – Kimball
Greenway Township Hall – Marble
McGregor School Bus Garage - McGregor
630 W. Hwy 65 S. – Mora
Former Municipal Gas Facility – Monticello
Gateway Café and Station Inc. – Onamia
Pelican Tesoro – Pelican Rapids
Big Marine Lake Store – Scandia
Pine Beach Resort – Side Lake
5801 Ridgewood Road – St. Cloud
Holiday Station Store #4061 – St. Cloud
Tollefson Oil - Sunburg
Taconite Community Center – Taconite
School District Service Center – Thief River Falls
Prestidge Farm – Two Harbors
Morgan Taconite Oil - Virginia
St. Cloud Engraving – Waite Park
Fairview Lakes Medical Center - Wyoming

Southern Minnesota

Kum & Go #26 – Adrian
Albert Lea Shell – Albert Lea
Interstate Motor Truck – Albert Lea
Neumann Oil Altura Garage – Altura
Freeborn County Coop Oil - Austin
Holiday Ford Lincoln Property – Austin
Mower County Public Works – Austin
Benson High School – Benson
Glacial Plains Cooperative C-Store – Benson
Krejci Ford Inc. - Blooming Prairie
Blue Earth Auto and Truck Stop – Blue Earth
Kwik Trip #646 – Blue Earth
Skolberg Property – Brownston
Sustane Natural Fertilizer – Cannon Falls
Tweeten's One Stop – Cleveland
Harold Service & Hillpiper Oil Company Station – Elmore
GCC Consolidated Ready Mix, Inc. – Fairmont
One Time Petroleum - Gaylord
Casey's General Store #1688 – Glencoe
Goodhue Country Station – Goodhue
Severson Mileage – Harmony
Severson Oil - Houston
SuperAmerica #4786 – Hutchinson
Jasper Mini Mall - Jasper
Kwik Trip #619 - Kasson
Croel Redi Mix - La Crescent
La Crescent Oil Bulk Plant – La Crescent
La Crescent Kwik Stop - La Crescent
Martin Bros. Trucking – La Crescent
Old CBS Holmes Property - La Crescent
Saver Stop - La Crescent
118 Parkway Ave. – Lanesboro
Jessy Food Mart – Lonsdale
Gil-Mor Manor - Morgan
Dick's Texaco and Towing – New Ulm
New Ulm Quick Mart – New Ulm
Okabena High School - Okabena
Agers Fuel Stop – Olivia
Old Central High School - Pipestone
1411 Hwy 19 – Red Wing
Rochester Transfer & Storage – Rochester
101 W. Jessie St. – Rushford
206 S. Mill St. - Rushford
Gielow Property – Rushford
Kraus Oil Company – Spring Grove
Spring Grove Water Tower – Spring Grove
Springfield WWTP – Springfield
St. Charles Diesel Garage – St. Charles
GCC Consolidated Ready Mix, Inc. - St. James
Steve's Corner – St. James
GCC Consolidated Ready Mix, Inc. – Truman
Cunningham Property – Twin Lakes
Fremont Store – Utica
Wabasha Towing - Wabasha
Eichorst Property – Waseca
U of MN Southern Research and Outreach Center – Waseca
Waseca County Highway Department - Waseca
Dulas Excavating Inc. - Wells
Neubauer Oil Co. – Wells
GCC Consolidated Ready Mix, Inc. – Windom
Bambenek Auto/Doerer's Oil - Winona
Severson Oil - Winona
Sinclair Station – Winona
Westfield Golf Course – Winona
GCC Consolidated Ready Mix, Inc. – Worthington

Petroleum Tank Release Cleanup Fund
Standardized Proposal and Invoice Form
Limited Site Investigation (LSI)
Standard Scope

MPCA Leak # 22049

Applicant Name Becker County Highway Department

Address 200 State St. E.

Detroit Lakes, MN 56501

Leaksite Name Becker County Highway Department

Site Address 200 State St. E.

Detroit Lakes, MN 56501

Task Description	Petrofund Maximum Unit Cost	Amount Proposed	Amount Invoiced for Proposed Tasks
Administrative Tasks			
Agency status update	\$141 per field work event	\$0.00	\$
Applicant status update [drilling]	\$761 per drilling event/see rule	\$0.00	\$
Background review	\$821 per leak site	\$425.00	\$
Field work notification and scheduling	\$278 per field work event/see rule	\$85.00	\$
Health and safety plan	\$366 per leak site	\$0.00	\$
Nonspecific administration	\$293 per step of services	\$0.00	\$
Sample shipping and transportation	\$132 per shipping event	\$0.00	\$
Consultant Drilling and Excavation Activities			
Drilling oversight, field log prep, & soil sampling [25' or shallower boring]	\$220 per boring	\$680.00	\$
Drilling oversight, field log prep, & soil sampling [boring deeper than 25']	\$10 per foot	\$0.00	\$
Surveying & surveying equipment	\$278 per surveying event	\$0.00	\$
Utility clearance	\$293 per utility clearance event	\$85.00	\$
Field and Receptor Surveys			
Surface water receptor survey and risk evaluation	\$205 per leak site	\$85.00	\$
Vapor receptor survey and risk evaluation	\$1,025 per leaksite/see rule	\$85.00	\$
Water well receptor survey and risk evaluation	\$1,102 per leaksite/see rule	\$425.00	\$
Sampling			
Groundwater sampling (other than permanent monitoring well)	\$52 per sampling point/see rule	\$0.00	\$
Submissions to Agency			
Investigation report preparation (LSI only)	\$5,092/see rule	\$1,700.00	\$
Travel and Per Diem			
Travel time	\$103 per hour	\$1,105.00	\$
Vehicle mileage	\$0.96 a mile	\$687.00	\$
Per diem	\$198 per day per person	\$340.00	\$
Equipment and Field Supplies Charges (list items included in proposal below)			
Private Utility Locate		\$0.00	\$
Access Agreement	Disposable items = Cost to buy the items	\$0.00	\$
		\$0.00	\$
	Reusable items = Lesser of purchase or rental cost	\$0.00	\$
		\$0.00	\$
Contractor Services Included in this Proposal			
Analytical Services			
7 soil samples	GRO/PVOC/Naphthalene \$44/sample	\$308.00	\$
7 soil samples	DRO \$34/sample	\$238.00	\$
1 Meth Blank	GRO/PVOC/Naph \$44/sample	\$44.00	\$
5 groundwater samples	GRO \$27/sample	\$135.00	\$
5 groundwater samples	DRO \$34/sample	\$170.00	\$
5 groundwater samples	VOC \$75/sample	\$375.00	\$
1 Duplicate	DRO/GRO/VOC \$136/sample	\$136.00	\$
1 Trip Blank	GRO/VOC \$102/sample	\$102.00	\$
3 grain size analysis	ASTM D422 w/hydrometer \$115/sample	\$345.00	\$
5 soil gas samples	EPA Method TO-15/3C, full scan \$325 sample	\$1,625.00	\$
Drilling, Direct Push Technology			
4 push probes to 25', 1 push probe to 40', 5 push probes to 10'	\$198 / hr. < 15,000 lbs.		
Retraction Force = < 15,000 lbs. or > 15,000 lbs. (circle one)	\$293 / hr. > 15,000 lbs.	\$1,800.00	\$
One-inch well completion		\$0.00	\$
Push probe sealing	\$1.46 per ft.	\$35.00	\$
Mobilization/demobilization (drilling) (0 - 50 miles one way)	\$366	\$0.00	\$
Mobilization/demobilization (drilling) (51- 500 miles one way)	\$366 plus \$9 per mile over 50	\$1,446.00	\$
Mobilization/demobilization (drilling) (over 500 miles one way)	\$3,221	\$0.00	\$
Per diem	\$198 per day / per person	\$200.00	\$
Temp Well Not. /Sealing Fee		\$75.00	\$
Vapor points		\$0.00	\$
		\$12,736.00	\$
		Total Proposed	Amount Invoiced for Proposed Tasks

Page 1 of 2
Petroleum Tank Release Cleanup Fund
Standardized Proposal and Invoice Form
Limited Site Investigation (LSI)
Standard Scope

7/2023

INVOICE SUMMARY (to be completed by consultant after the work has been performed)

Total amount invoiced for proposed tasks (enter amount from page 1)	\$
Total amount invoiced for tasks not proposed (enter amount associated with column A of the Change Order form)	\$
GRAND TOTAL AMOUNT INVOICED FOR WORK PERFORMED	\$

CONSULTANT

Consultant Providing Above Proposal <u>METCO</u>		
Contact Person	<u>Ron Anderson</u>	
Phone	<u>608-781-8879</u>	
Fax	<u>608-781-8893</u>	
E-mail Address	<u>rona@metcofs.com</u>	

I hereby certify that this document accurately reflects the details specified in the RFP dated September 7, 2023 and the anticipated costs for a limited site investigation, which total \$12,736.00. I further certify that the hourly rates to be charged for consultant services WILL X WILL NOT exceed the maximum hourly labor rates for consultant services listed in Minn. Rule 2890.1400 [maximum hourly rates are as follows: SLP = \$190, MLP = \$141, ELP = \$103, FT = \$96, DP = \$81, WP = \$58]. If line is not marked, it is assumed to be "will not."

Ron Anderson		<u>9/7/2023</u>
Consultant Name (please print)	Consultant Signature	Date

METCO	<u>1593</u>
Consultant Company	Petrofund Registration Number

APPLICANT

This proposal must be signed and dated by the consultant.		NOTARIZATION (of applicant signature)
To accept this proposal, sign and date it in front of a notary public.		
X		Signed or attested before me this ____ day
Signature of applicant indicating acceptance	Date	of _____, 20____.
		Notary Public
Applicant Name (please print)		[stamp]
Company		My Commission Expires _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



3315 Roosevelt Road
Suite 300
St. Cloud, MN 56301
P: 320.281.5493



September 13, 2023

Becker County
Jim Olson, P.E., County Engineer
200 East State Street
Detroit Lakes, MN 56501

RE: CSAH 7 Roadway Improvements &
CR 80 Roadway Improvements
Request for fee Increase
Moore Project No. 22621

Dear Mr. Olson,

This letter is a request for an increase in fee for the design of Becker County CSAH 7 and CSAH 80 resurfacing and ADA improvements in Lake Park, MN. As you know, on August 31, 2022, I wrote you a letter agreement, that the County approved, summarizing our assessment of the CSAH 7 and CSAH 80 design tasks and fees associated related to completing the design of these two State Aid Road improvement projects. We also sent you a preliminary estimate of construction costs for the projects that stated our assumptions in support the estimate. At the time, we believed that the total construction cost of both projects was going to be at least \$1,2M dollars. Our most recent estimate of the construction cost of these projects together is now approximately \$2.5M dollars.

There are three main reasons for the large increase in the construction cost estimate for these projects: 1) concrete and asphalt prices are up significantly in the last 2 years in western MN; 2) we learned through the design process that there is much, much more sidewalk and curb line that must be replaced to meet current ADA requirements than was originally anticipated; and 3) there are many design challenges with ADA requirements at intersection corner ramps, mid-block ramps, and in general with sidewalk grades but more significantly at driveways where the existing sidewalk has cross slopes over 9%. We know that the ADA required maximum cross slope for walking surfaces is 2%. This has caused us to send survey crews to collect much more survey data across the R/W line and on private properties in an effort to make this design work with maximum slope requirements and to ensure that we meet all ADA requirements through Lake Park.

The now-known truth is that we needed to spend much more time surveying and designing complicated ADA improvements than we understood or had anticipated. Our original agreement was to deliver this design, ready for Becker County to bid, for a fee of

\$161,600. We now know that this will cost us a minimum of \$197,000 based upon the hours we project we need to work on these projects to deliver plans for you to bid. Therefore, I am asking for an increase in our fee agreement from \$161,600 to \$197,000, not-to-exceed.

Moore Engineering appreciates the opportunity to work with Becker County, we have completed many designs together over the years and appreciate your confidence in us.

Thank you for your consideration, please let me know if you have any questions or would like to discuss.

Sincerely,



Nicholas A. Anderson, PE
Project manager

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.

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
101
102
103 **MOTION: Disse motioned to approve this application as presented. Seaberg second.**
104 **Roll Call; All in favor. Motion carried.**
105

106
107
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.

134
135
136 **MOTION: Hall motioned to approve this application as presented. Aho second. Roll**
137 **Call; All in favor. Motion carried.**
138

- 139
140 **6. APPLICANT: Nicholas G Lewis & Betsy J Lewis** 19898 330th Ave Rochert, MN
141 56578 **Project Location:** 19898 330th Ave Rochert, MN 56578 **LEGAL LAND**
142 **DESCRIPTION:** Tax ID Number: **10.0279.001** Section 15 Township 139 Range
143 040; PT GOVT LOT 1; BEG 679.92' S OF NE COR TH S 404.28', TH W 556.70', S
144 165', W 227.69' TO LK, TH NLY TO PNT SW OF POB & NELY 978.78' TO BEG.
145 **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use
146 Permit for a retaining wall.
147
148

149 This application has been tabled by the applicant.
150
151
152

- 153 **4. APPLICANT: Gehrig Properties LLC** PO Box 9923 Fargo, ND 58106 **Project**
154 **Location:** TBD 270th Ave Detroit Lakes, MN 56501 **LEGAL LAND**
155 **DESCRIPTION:** Tax ID Number: **19.0296.000** Section 15 Township 138 Range
156 041; S1/2 OF NE1/4 LESS THE SOUTH 200' OF THE EAST 675' **APPLICATION**
157 **AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit to operate
158 a convenience store and gas station.
159
160

161 Jon Lowry with Lowry Engineering presented the application. He explained the history of
162 working with the city to determine what may be the best fit for this area. In early discussion a gas
163 station as an amenity that would support the boat launch was discussed. He said they worked
164 with the city on their long-term goals for this area. He said they want to build a nice facility that
165 will fit in with housing. He also commented that they have plenty of property and don't need to
166 access anything across city property.
167

168 Skalin stated that he talked to some of the Planning Commission members from the City of
169 Detroit Lakes, and he wanted to clarify that when the city was voting it wasn't specifically for a
170 gas station, they were voting on zoning to support a gas station.
171

172 Lindow said the letter from the City of Detroit Lakes mentioned access to the property crossing
173 over city property and asked for clarification.
174

175 Lowry stated that the county portion of the property borders property they own that falls with in
176 the City of Detroit Lakes, and the intention was to have some of the parking lot on the annex
177 line, but the building and use would be south of that. He said if the city won't allow that, then
178 they are willing to move it all on the property that falls within the jurisdiction of Becker County.
179

180 Lindow asked how many times the city turned it down.
181

182 Skalin stated that they turned down the zoning request not the gas station.
183

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 septs 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	dinger@ghn.net
Rebecca Kraljic	1298 South Shore Dr	701-202-7837	sbkraljic@aol.com
Mary Pugas	1452 E Shore Dr	701-566-7266	Mary.Pugas@att.net
Kristin Krasen	507 1312 St. W. 7th, MN	701-730-5881	kristin.krasen@gmail.com
LARRY PERCUT	1314 S. Shore DR	708-88-2870	lps1@gmail.com
Cheryl Perras	1314 S. Shore Dr.	708-238-5700	sheryl.perras@hotmail.com
John Perras	1310 S. Shore Dr	218-234-5715	john.perras@att.net
John Perras	1310 S. Shore Dr	218-234-5715	john.perras@att.net
DR STEVEN KRATZ	1298 South Shore Dr	701-202-7837	JBKRAZ@CSC.COM
Rachel Arneson	1448 East Shore Dr.	612-210-4921	rakel14@gmail.com
Bob Arneson	1448 East Shore Dr.	612-214-2567	mnboate71@gmail.com
Patty Mollberg	1048 South Shore Dr.	218-841-1576	NA
Kent Mollberg	1048 S. Shore	218-234-3284	NA
Bruce N. Tans	1042 South Shore Dr	952-334-7440	NA
John Tans	1042 S Shore Dr	952-401-4797	gnat1@aol.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, D.L.	701-793-1322	
Nick Johnson	909 Lake Forest Circle	701-740-3341	
John Johnson	910 Lake Forest Circle	218-849-3074	
Bonnie Cratton	851 Lake Forest Circle	218-870-7661	
John Johnson	906 Lake Forest Circle	218-371-9316	
John Johnson	801 Lake Forest Circle	218-846-1092	
Charles Amick	845 Lake Forest Circle, D.L.	218-849-2936	
Patti Wertz	841 Lake Forest Circle	701-306-5108	
John Nordstrom	885 Balsam Blvd	218-841-7613	
Bonnie Nordstrom	885 Balsam Blvd	218-850-3823	
John Nordstrom	825 White Tail Ln	218-841-5347	
John Nordstrom	833 White Tail Ln	218-844-0440	
John Nordstrom	833 White Tail Ln	218-844-0440	
John Nordstrom	843 White Tail Ln	218-849-5554	
John Nordstrom	925 Lake Forest Circle	218-234-5794	

NAME	ADDRESS	PHONE NUMBER	EMAIL
Brad G. Rust	924 Lake Forest Circle	701-261-0534	rustbnd@msn.com
Mary Jo ERust	924 Lake Forest Cir.	701-261-0502	piutalocsa@msn.com
John Klema	922 Lake Forest Cir	218-344-4908	aklema@arvig.net
Anna Klema	922 Lake Forest Circle	218-844-4909	a.klema@arvig.net
Karen Karst	918 Lake Forest Circle	218-371-2879	rkkarst@yahoo.com
Bob Karst	918 Lake Forest Circle	218-371-5377	rkkarst@yahoo.com
Donna Ross	919 Lake Forest Circle	928-587-2244	donna.ross@yahoo.com
Doreen L. Ross	919 Lake Forest Circle	701-238-1835	Joan49@yahoo.com
John Knecht	923 Lake Forest Circle	218-850-7198	aveightr@hotmail.com
Gail Ann Norland	928 Lake Forest Circle	218-526-0541	gailnorland@gmail.com
Mary Maehlen	755 Lake Forest Cir	920-247-2655	marymaehlen@gmail.com
James Beaton	900 Lake Forest Circle, DL 56501	920-366-9107	jb14910@gmail.com
Arnold Habrat	650 S. Shore Dr. DL	218-234-6525	ajbeehler@gmail.com
Wesley Beehler	617 S. Shore Dr DL	218-234-6299	wbeehler@gmail.com
Mike Habrat	650 S. Shore Pr. DL	662-312-6201	mitchabrat@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 GENRIG 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@qnet.com
Robert Rinderson	"	218-280-8679	"
David W. Rinderson	749 Lake Forest Circle, DL 56501	218-770-0661	drh@detrolakes.com
Steve Rinderson	715 Lake Forest Cir DL 56501	320-292-4032	"
Phyllis Rinderson	749 Lake Forest Cir. DL, 56501	218-770-4241	phyllisrinderson@yahoo.com
Karen Jones	684 Lake Forest Circle DL 56501	218-841-0291	kajones@earthlink.net
Anna Beaton	900 Lake Forest Circle, DL 56501	920-993-9319	"

NAME	ADDRESS	PHONE NUMBER	EMAIL
Candace Meeks	30697 Cty Hwy 34 Detroit Lakes, MN 56501	218-264-0815	meeksbaby@yahoo.com
Kay Nulph	769 Lake Forest Circle	218-849-1629	knulph@arvig.net
Dary Nulph	769 Lake Forest Circle	218-849-3354	"
John Carr	729 Lake Forest Circle	218-841-5401	JOHNCARR@ARVIG.NET

NAME	ADDRESS	PHONE NUMBER	EMAIL
Karen Dwyer	679 Lake Forest Circle	218-850-0238	"
Mike Dwyer	" " " "	218-849-8180	deldadwyer@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 GEHRS PROPERTIES TO OPERATE A GAS STATION AND CONVENIENCE STORE AT TBD 270TH AVENUE, DETROIT LAKES MI.

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	531-207-8082	
Anni Bug	633 South Shore Dr	763-354-8524	anni.bugerson@gmail.com
Larry Bug	633 South Shore Dr	763-354-8524	Larry.Bugerson@gmail.com
Colleen Korman	1917 Bridgewater Blvd		
Karen Burgeson	1913 Bridgewater Blvd	218-842-5126	
Om Sharma	649 South Shore Dr	218-849-5111	
Jay Harrison	2111 270th Ave.	218-849-9635	
Angelo Harrison	2111 270th Ave	218-849-4107	
John Winter	Detroit Lakes	218-849-6702	
Brian Winter	Detroit Lakes	218-849-6702	

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 GEHRS PROPERTIES TO OPERATE A GAS STATION AND CONVENIENCE STORE AT TBD 270TH AVENUE, DETROIT LAKES MI.

NAME	ADDRESS	PHONE NUMBER	EMAIL
Brenda Burley	671 Lake Forest Circle DL 56501	406-598-8788	burley-980@hotmail.com
Rose Burley	671 Lake Forest Circle 56501	406-670-2366	bisunfanian6703@aol.com
Jo Lattrop	674 Lake Forest Circle Shore	218-305-0913	mimosa.jalagrat.com
Michael Lattrop	" " " "	218-205-0353	"

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.

253
254 Beehler said a convenience store has set business hours and 24-hour pay at the pump is all night
255 long.

256
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.

260
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.

267
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

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 Commision 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

Attachments are on file with the Becker County Zoning office and are available to view upon request.

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





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.

285

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

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.

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.ibisworlds.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

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

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
218-239-7423

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:

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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
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 Freeze	218-841-4400	
Pam Cummings	25022 Oakland Beach Ln DL	218-844-0819	KCummings17@gmail.com
Kevin Cummings	25022 Oakland Beach Ln DL	218 850 9417	kevincummings1@gmail.com
Tajohn	13372 270th Ave Detroit Lakes	218-212-9465	tajohn80@hotmail.com
Ch. Sue	13372 270th Ave Detroit Lakes	701 212 9417	Ch.Sue@hotmail.com
Amanda Salber	961 Gabriel Cir DL MN 56501	612 251 0146	amandasalber@gmail.com
Isabelle Salber	961 Gabriel Cir DL MN 56501	218 391 8579	isabelle.salber@gmail.com
Ramona Salber	1555 Gabriel Circle MN 56501	701-200-2168	
Erica McDougall	863 White Tail Lane	218-844-9380	mcdougall142@yahoo.com
Erica McDougall	863 White Tail Lane MN 56501	218-844-9341	mcdougall142@yahoo.com
Barbara Rosten	11330 Co. mo. ant Hwy, Albion	701-261-2220	barbararosten@yahoo.com
DL Fine	992 W. Lake Dr.	218-844-9598	DLfine@hotmail.com
N. Genuse	211 Gladys St DL	218 850 4578	n.genuse@me.com
Lynn Dorff	1818 Braithard Blvd DL	218 850 3900	lmedivane@medivane.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
Jonh St. Tony	13504 270th Ave DL	218-844-4126	jonhstony2@yahoo.com
Nancy Old	55116 E Wymer Lake Rd	218-844-6667	
Danika Leitheiser	309 Willow St W DL	218-850-2854	
Ambietin	51166 E Wymer Lake Rd Freeze	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 Bugum	DL		
Tim Blaker	3300 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.	701-788-1951	metacasting@gmail.com
Jan Gabriel	510 S Shore Dr.	701-794-1898	jk.gabriel@gmail.com
W. J. Lempe	516 S. Shore Dr.	701-233-7149	joellemp@gmail.com
Joel Olson	524 S. Shore Dr.	701-520-1361	joel79994@yahoo.com
Reggie Olson	524 S. Shore Dr.	701-520-4958	joelreggie@yahoo.com
Chris Friesen	500 S. Shore Dr.	218-234-1071	cfriesen@friesensinc.com
Shawna Friesen	500 S. Shore Dr.	218-849-8867	sgfriesen@frees.k12.mn.us
Terry Lane	446 - 1st St Circle	612-242-3950	terrylane@gmail.com
Charles Owens	6144 " " "	218-846-2779	P.Owens@LakeView
Robert Gibb	2226 Wilderness Tr.	701-361-9101	Bob@roborgibb.com
Joetta Weible	2168 Shady Lane	701-261-6422	Joetta44@gmail.com
JD SV	512 Southshore Dr.	701-261-6744	doxk@Sunderlandsgroup.com
Long Sundstrom	512 South Shore Drive S	701-261-1417	Long111@yahoo.com
Karen Blum	404 S. Shore Drive	218-842-3035	Kbdlake@gmail.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
Kathy Dickson	1124 South Shore Dr.	218-841-2377	kathy@cmck.com
Dan Rye Sundstrom	1111 South Shore Dr.	218-934-1675	Dan@cmck.com
Phil Hansen	1053 South Shore Drive	701-306-8089	Phil@hansenproperties.com
Mattson	1535 Cambridge Road	218-234-6739	MATTSON5554@outlook.com
Phil Hansen	648 Lake Forest Cir	218-234-9695	KHMHF55@Q.com
Chris Melner	" " "	218-234-5588	CRAYM55@yahoo.com
Mark Wegerich	1806 Nodaway Drive	320-243-5331	jm.wegerich@outlook.com
Lucy Davis	1810 Nodaway Dr	218-820-9579	lucy@lucyishop@yahoo.com

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323 Testimony closed.

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325 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

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

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

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

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

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

Other Business:

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

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

David Blomseth, Chairman

Jeff Moritz, Secretary

ATTEST

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.