



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, February 6, 2024 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 617 315 547#

- 8:15 Call the Board Meeting to Order: Board Chair Okeson
1. Pledge of Allegiance
- 8:20 Regular Business
1. Agenda Confirmation 3
  2. Minutes of January 16, 2024 5
- 8:25 Consent Agenda
1. Auditor-Treasurer 9
    - a) Regular Claims, Auditor Warrants, and Claims over 90 Days
    - b) November 2023 Cash Comparison, Sales Tax, and Investment Summary 10
  2. Claims Human Services, Public Health, and Transit
  3. NRM
    - a) Set 2024 Timber Sale Auction Dates 13
    - b) Approval to seek bids for NRM Annual Business 14
  4. Environmental Services
    - a) Consideration of Contract for Professional Services 15
- 8:30 Commissioners
1. Open Forum
  2. Reports and Correspondence
  3. Appointments
- 8:55 County Administrator
1. Report
  2. Hunters for Hunters 21
  3. New State Flag Discussion 23
  4. Capital Improvement Plan 24
  5. Centralized Accounting 26
  6. Classification and Compensation Study 27
- 9:30 Auditor-Treasurer
1. License List
  2. Resolution 02-24-1A - Carsonville Fire Fighters Raffle on October 16, 2024, at Jack Pines Resort, Carsonville Twp.
  3. Resolution 02-24-1B - Cormorant Lions Raffle on August 17, 2024, at Cormorant Community Center, Cormorant Twp.

- 4. Set Public Hearing for New Off-Sale Liquor License in Cormorant Twp 38
- 9:45 Break
- 9:55 Sheriff
  - 1. Resolution 02-24-1D - Appointment - Deputy Director Emergency Management - Lieutenant Luke Sweere 40
  - 2. Medical Examiner Contract 41
  - 3. Purchase Request - Command Post Radio 42
  - 4. Personnel Request - Temporary Deputies
- 10:10 Highway
  - 1. Capital Outlay Request - Osage Shop Lighting 43
- 10:15 Planning & Zoning
  - 1. Planning Commission Recommendations 12/20/2023 46
    - a) Soo Pass - Request a Conditional Use Permit for Shoreland Conservation Subdivision consisting of sixteen (16) units
  - 2. Planning Commission Special Meeting Recommendations 01/09/2024 55
    - a) Findings of Fact to be included with the Soo Pass recommendations from 12/20/2023
    - b) Recommendation for removal of a Planning Commission Member for misconduct
  - 3. Planning Commission Recommendations 01/31/2024 78
    - a) Thomas J Wettels - Request a Conditional Use Permit to operate a Firearms Business
    - b) Verizon on Becker County Land - Request a Conditional Use Permit to construct a two hundred and fifty (250) foot self-support cellular tower.
  - 4. Comprehensive Plan Update
- 10:45 Consider Continued Employment of County Administrator
- Adjourn



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  3. New State Flag Discussion
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Adjourn



## BOARD MEETING AS POSTED

### BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, January 16, 2024, at 8:15 am

LOCATION: Board Room, Courthouse

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

#### Agenda/Minutes:

1. Agenda – Motion and second to approve agenda with the deletion of Auditor-Treasurer License List due to no applications and move the Classification and Compensation Study discussion to 10:00 am (Meyer, Jepson) carried.
2. Minutes – Moved and second to approve minutes of January 2, 2024, with the requested changes (Nelson, Jepson) carried.
3. Minutes – Moved and second to approve minutes of December 22, 2023, Special Meeting (Nelson, Jepson) carried.
4. Motion and second to approve the Consent Agenda (Jepson, Meyer) carried.

#### Commissioners:

1. Open Forum:
  - Brian McDonald – Introducing Josh Haugen, our new Law Library Attorney.
  - Brian Ahlsten – Concerned how Pat Oman was treated during the January 2 board meeting.
2. Reports and Correspondence: Reports were provided on the following meetings:
  - Commissioner Jepson – Human Services, EDA Housing Sub Committee.
  - Commissioner Meyer – RAC, Human Services, Comprehensive Land Use Plan.
  - Commissioner Nelson – Comprehensive Land Use Plan, Sheriff, MRC, Extension, Fair Board email.
  - Commissioner Vareberg – Highway, Environmental.
  - Commissioner Okeson – Sheriff, Highway, Environmental, NW Regional Communication Board.
3. Appointments:
  - EDA Appointments are current and were reappointed in 2023.

- Motion and second to reappoint Duane Erickson to the Wild Rice Watershed District Board of Managers (Nelson, Vareberg) carried.
4. Motion and second to approve the 2024 Commissioner Committee List with changes (Varberg, Nelson) carried.

County Administrator: presented by Pat Oman.

1. Report.
  - Employee Exit report. Will update quarterly.
  - Capital Improvement Plan – completed preliminary plan.
2. Becker County Museum Annual Report 2023.
3. Legislative Platform update.
  - MURL Opportunity through EDA.
  - Sales Tax Reimbursement from the Highway Building.
4. National Center for Public Lands Counties.
  - PLC Assessment fees of \$1,672 out of the LATCF.
5. CornerStone Community & Youth Center update by Karen Pifher and Mackenzie Hamm. Board will review if they are able to provide funding.

Probation: presented by Brian Rubenstein and Erin Rundle.

1. MN DOC – Supervision with Juvenile Clientele Update.
  - Working Alliance Survey – Positive results.
  - Working with the juvenile clients to try to keep them out of juvenile detention.
  - Child Protection Budget saving of over \$80,000 for 2023.

Sheriff: presented by Todd Glander.

1. Motion and second to approve the purchase request to Install Lights on the Airboat up to \$6,873.08 from Code 4 (Nelson, Okeson) carried.
2. Motion and second to approve the purchase of Two Portable Radios thru Motorola Solutions in the amount of \$12,445.92 (Nelson, Meyer) carried.
3. Motion and second to enter into an agreement with Accurate Controls – 3-year Silver Plan in the amount of \$91,013.83 (Nelson, Meyer) carried.
4. Motion and second to approve Resolution 01-24-2B – Apply for a K9 Grant in the amount of \$7,500 with a \$2,500 match from the county which we have received thru donations (Nelson, Meyer) carried.
5. PREA Audit information yearly by Statute.
6. MN POST Board Audit – passed the Peace Officer Stand Training.

7. Ceremonial Oath – Deputy Eugene Clark.

Land Use/Environmental Services: presented by Steve Skoog.

1. Motion and second to award the 2024 Tree Seedling Bid to PRT USA Inc. in the amount of \$27,400 (Nelson, Meyer) carried.
2. Motion and second to approve Resolution 01-24-2A – Deed Restriction – Dutton Locks (Nelson, Meyer) carried.
3. Motion and second to approve the purchase and installation of hard plastic trailer wall liners for the 4 new Walking Floor Trailers from Horn Plastics in the amount of \$33,683.52 (Vareberg, Meyer) carried.
4. Motion and second to approve the purchase of a Used Walking Floor Trailer from BMT in the amount of \$29,000 (Vareberg, Okeson) carried.

Highway: presented by Jim Olson.

1. Motion and second to approve Resolution 01-24-2C – Support of Active Transportation Infrastructure Program (AT) Grant Application in the amount of \$500,000 for sidewalk and ADA Improvements along CSAH 7 & CSAH 80 (Vareberg, Okeson) carried.
2. Motion and second to approve Resolution 01-24-2D – Support of Active Transportation Infrastructure Program (AT) Grant Application by the City of Frazee (Vareberg, Okeson) carried.
3. Motion and second to approve the purchase request of a Bush Hog/Forestry Head for a Skid Steer from US Equipment Sales and RDO Equipment for a total amount of \$43,291 (Vareberg, Okeson) carried.
4. Motion and second to purchase Base One Stabilizer Product from Team Laboratory Chemical in the amount of \$95,631.25 (Vareberg, Okeson) carried.
5. Motion and second to approve the purchase of a ½ ton 4x4 Crew or Extend Cab Pickup not to exceed \$50,000 (Vareberg, Okeson) carried.
6. Motion and second to approve the Disposal of a 2014 3 pt. Snowblower thru an Online Auction at the discretion of the Highway Department (Nelson, Jepson) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Community Based Comprehensive Plan Update.

Classification and Compensation Plan Update: presented by Tessia Melvin with DDA.

1. 20 Grade Grid and Position Classification Recommendation.
2. Appeals Process Explanation.

3. Motion and second to approve the proposed 20 Grade Grid with updated step percentages and Position Classifications as presented (Jepson, Meyer) carried.

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

/s/

Pat Oman  
County Administrator

/s/

John Okeson  
Board Chair

DRAFT



BECKER COUNTY BOARD OF COMMISSIONERS

Finance Committee Meeting

Date: Monday, February 5, 2024 at 8:30 AM

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

Administrator

1. Report
2. Centralized Accounting
3. Capital Improvement Plan
4. Classification & Compensation Study

Auditor-Treasurer

1. Claims
2. November 2023 Cash Comparison, Sales Tax, and Investment Summary
3. Memo to Board - Request to digitize Commissioner Books
4. Claims Human Services, Public Health & Transit

Attorney

1. Assistant Attorney Hiring Update

Sheriff

1. Mutual Aid Agreement - SWAT
2. Medical Examiner Extension
3. Purchase Request - Command Post Radio
4. Personnel Request - Temporary Deputies

Highway

1. Capital Outlay Request - Osage Shop Lighting

Land Use/Environmental Services

1. NRM
  - a) Set 2024 Timber Sale Auction Dates
  - b) Approval to seek bids for NRM Annual Business
2. Environmental Services
  - a) Consideration of contract for Professional Services

Planning & Zoning

1. Review Pelican River Watershed Letter

Adjourn

**BECKER COUNTY  
CASH COMPARISON**

<b>FUND</b>	<b>November 2022</b>	<b>November 2023</b>	<b>% Change</b>	<b>October 2023</b>
<b>REVENUE FUND</b>				
<b>REVENUE FUND</b>	\$ 11,705,855.92	\$ 13,628,551.57	16.43%	\$ 11,745,297.93
<b>DESIGNATED</b>				
GO BOND SERIES 2022A	1,919,917.52	-	-100.00%	(4,660,560.14)
LAW LIBRARY	47,113.31	16,272.64	-65.46%	19,048.10
ATTORNEY'S FORFEITURES	72,703.87	78,390.82	7.82%	77,226.82
RECORDERS EQUIPMENT	213,802.85	103,606.42	-51.54%	99,685.78
RECORDERS ENHANCEMENT	186,982.58	132,425.58	-29.18%	126,661.58
TRANSIT	268,355.72	210,038.91	-21.73%	249,701.31
TRANSIT LOCAL RESERVE	33,207.48	36,426.09	9.69%	36,426.09
<b>TOTAL REVENUE FUND</b>	<b>\$ 14,447,939.25</b>	<b>\$ 14,205,712.03</b>	<b>-1.68%</b>	<b>\$ 7,693,487.47</b>
<b>SPECIAL REVENUE FUNDS</b>				
<b>PUBLIC SAFETY</b>	\$ 3,586,664.34	\$ 3,543,886.94	-1.19%	\$ 642,328.02
E-911	63,709.45	241,784.61	279.51%	228,021.52
<b>ROAD AND BRIDGE</b>	4,816,022.68	1,776,819.68	-63.11%	4,940,559.56
<b>HUMAN SERVICES</b>	9,138,673.75	10,788,045.56	18.05%	8,060,270.88
<b>RECREATION</b>	704,651.86	649,036.15	-7.89%	628,565.12
<b>AMERICAN RESCUE PLAN ACT</b>	6,152,092.92	-	-100.00%	
<b>RESOURCE DEVELOPMENT</b>	1,003,222.56	1,033,373.50	3.01%	950,440.35
<b>ENVIRONMENTAL AFFAIRS</b>	2,925,125.14	1,710,300.05	-41.53%	1,983,944.41
<b>DEBT FUNDS</b>	924,001.30	1,390,672.66	50.51%	1,293,768.79
<b>DITCH FUND</b>	1,406.76	1,406.76	0.00%	1,406.76
<b>SUNNYSIDE CARE CENTER</b>	1,813,093.37	2,309,654.57	27.39%	2,192,753.90
<b>NATURAL RESOURCE MGT</b>	343,739.71	221,325.39	-35.61%	341,091.12
<b>GRAVEL RESERVE</b>	598,118.07	615,288.54	2.87%	591,232.55
<b>OPIOID SETTLEMENT FUND</b>	47,472.96	356,757.87	651.50%	345,165.43
<b>LOCAL ASSISTANCE &amp; TRIBAL CONSISTENCY FUND</b>	-	83,593.59	100.00%	83,593.59
<b>GENERAL - SPECIAL</b>	243,274.57	3,728,819.55	1432.76%	3,765,771.29
<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>\$ 32,361,269.44</b>	<b>\$ 28,450,765.42</b>	<b>-12.08%</b>	<b>\$ 26,048,913.29</b>
<b>AGENCY FUNDS</b>				
<b>BCCI</b>	\$ 183,071.95	\$ 126,888.85	-30.69%	\$ 216,666.09
<b>TAXES AND PENALTIES</b>	10,687,131.75	481,229.10	-95.50%	20,136,979.78
<b>CLEARING FUNDS</b>	345,264.76	320,598.90	-7.14%	614,757.41
<b>TOTAL AGENCY PASS THRU FUNDS</b>	<b>\$ 11,215,468.46</b>	<b>\$ 928,716.85</b>	<b>-91.72%</b>	<b>\$ 20,968,403.28</b>
<b>TOTAL CASH &amp; INVESTMENTS</b>	<b>\$ 58,024,677.15</b>	<b>\$ 43,585,194.30</b>	<b>-24.89%</b>	<b>\$ 54,710,804.04</b>

**Becker County Sales & Use Tax**

<b>2014</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	606,000.00	129,165.85	735,165.85	(31,350.71)	703,815.14
<b>2015</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,925,000.00	199,199.05	2,124,199.05	(26,358.15)	2,097,840.90
<b>2016</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,912,893.48	209,748.19	2,122,641.67	(27,908.63)	2,094,733.04
<b>2017</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,172,000.00	233,642.63	2,405,642.63	(29,318.97)	2,376,323.66
<b>2018</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,281,000.00	365,457.85	2,646,457.85	(33,661.93)	2,612,795.92
<b>2019</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,452,000.00	222,944.01	2,674,944.01	(34,367.81)	2,640,576.20
<b>2020</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,563,000.00	279,602.16	2,842,602.16	(36,985.03)	2,805,617.13
<b>2021</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,957,000.00	376,489.88	3,333,489.88	(38,856.08)	3,294,633.80
<b>2022</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
November		26,322.11	26,322.11	(3,206.85)	23,115.26
December	199,000.00	28,767.41	227,767.41	(3,124.59)	224,642.82
January	253,000.00	23,429.20	276,429.20	(3,190.98)	273,238.22
February	186,000.00	34,258.66	220,258.66	(3,151.79)	217,106.87
March	180,000.00	78,789.49	258,789.49	(3,307.73)	255,481.76
April	250,000.00	27,268.10	277,268.10	(3,171.99)	274,096.11
May	235,000.00	23,415.74	258,415.74	(3,182.27)	255,233.47
June	296,000.00	90,036.19	386,036.19	(3,295.82)	382,740.37
July	365,000.00	37,071.45	402,071.45	(3,346.90)	398,724.55
August	324,000.00	62,472.05	386,472.05	(3,350.92)	383,121.13
September	353,000.00	27,199.87	380,199.87	(3,295.49)	376,904.38
October	314,000.00	26,015.02	340,015.02	(3,228.81)	336,786.21
November	275,000.00		275,000.00		275,000.00
	3,230,000.00	485,045.29	3,715,045.29	(38,854.14)	3,676,191.15
<b>2023</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
November		25,992.00	25,992.00	(3,173.11)	22,818.89
December	235,000.00	34,023.52	269,023.52	(3,054.62)	265,968.90
January	251,000.00	24,252.98	275,252.98	(3,076.38)	272,176.60
February	214,000.00	34,982.77	248,982.77	(3,156.08)	245,826.69
March	198,000.00	24,856.10	222,856.10	(3,118.94)	219,737.16
April	231,000.00	32,779.63	263,779.63	(3,088.38)	260,691.25
May	244,000.00	21,709.12	265,709.12	(3,126.88)	262,582.24
June	358,000.00		358,000.00		358,000.00
July	406,000.00	39,763.41	445,763.41	(3,311.24)	442,452.17
August	357,000.00	20,525.95	377,525.95	(3,293.45)	374,232.50
September	387,000.00	<b>16,108.32</b>	403,108.32	<b>(16,108.32)</b>	387,000.00
October	<b>325,000.00</b>		325,000.00		325,000.00
November			-		-
	3,206,000.00	274,993.80	3,480,993.80	(44,507.40)	3,436,486.40
<b>Grand Total</b>	<b>23,304,893.48</b>	<b>2,776,288.71</b>	<b>26,081,182.19</b>	<b>(342,168.85)</b>	<b>25,739,013.34</b>

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

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

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

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

Bank or Institution	Investment Number	Interest Rate	Yield Rate	Maturity Date	Book Value(Cost)	Fair Market Value
<b><u>American National Bank</u></b>						
ANB CD American Natl	23-06	3.940%	3.940%	4/10/24	245,000.00	245,000.00
<b><u>Community Development Bank of Ogema</u></b>						
CDB CD CDBoO	09-13	4.500%	4.500%	6/17/24	500,000.00	500,000.00
CDB CD CDBoO	13-1	1.900%	1.900%	2/15/24	425,000.00	425,000.00
<b><u>Midwest bank</u></b>						
MW CD Midwest	0-39	2.480%	2.480%	12/8/23	96,000.00	96,000.00
MW CD Midwest CDARS	10-09	4.450%	4.450%	7/6/24	1,000,000.00	1,000,000.00
<b><u>State Bank of Lake Park</u></b>						
SBLP CD State Bank of LP	01-39	4.000%	4.000%	9/30/24	149,869.03	149,869.03
<b><u>United Community Bank of Frazee</u></b>						
UCB CD UCBoF	23-07	3.710%	3.710%	5/3/25	200,064.30	200,064.30
<b><u>Raymond James</u></b>						
MK Lake Park-Audubon MN GO	11-6	5.375%	3.652%	2/1/26	500,000.00	504,300.00
MK Connecticut St Taxable Go Bond	20-14	3.310%	3.310%	1/15/26	564,114.72	481,940.00
MK CD Montgomery Cnty MD Rev Taxable Ref Bds 202	21-06	1.000%	1.000%	4/1/25	303,945.00	283,860.00
MK CD Bridgewater Bk Bloomington, MN	20-15	0.350%	0.350%	9/1/24	114,000.00	109,323.72
MK CD Alcoa Tenn Taxable Bds 2021 B	21-02	0.820%	0.820%	3/1/26	244,054.30	222,888.75
MK FHLB Federal Home Loan Bank	22-02	4.000%	4.000%	6/29/26	500,000.00	489,015.00
MK CD Discover Bank Greenwood, DE	22-07	4.850%	4.850%	11/9/26	244,000.00	242,206.60
MK FHLB Federal Home Loan Bank	23-03	4.240%	4.240%	2/17/28	250,000.00	243,612.50
MK CD CIBC Bank USA Chicago, IL	23-04	4.950%	4.950%	3/24/26	225,000.00	223,607.25
MK CD First St Bk of Dequeen Dequeen	23-06	4.600%	4.600%	7/7/26	100,000.00	98,594.00
MK CD HAPO Community Credit UN	23-07	5.250%	5.250%	2/27/26	240,000.00	240,040.80
<b><u>Wells Fargo Advisors (Formerly Wachovia Securities)</u></b>						
WFA FHLBMSUCP Federal Home Loan Bank Multi Step Up Cpn Bor	21-03	0.500%	0.500%	3/16/26	455,000.00	419,746.60
WFA CD Texas Exchange Bk SSB CD	21-01	0.300%	0.300%	2/5/24	245,000.00	242,795.00
WFA CD BMW Bk North America CD	21-04	0.300%	0.300%	5/14/24	245,000.00	239,377.25
WFA CD New York Cmnty Bk CD	21-05	0.350%	0.350%	6/3/24	225,000.00	219,361.50
WFA CD Goldman Sachs BK USA CD	21-07	1.000%	1.000%	8/8/26	215,000.00	192,517.45
WFA CD UBS Bank USA CD	21-08	0.550%	0.550%	8/26/24	245,000.00	236,241.25
WFA CD Synchrony Bank CD	23-08	5.050%	5.050%	10/27/26	245,000.00	244,338.50
WFA CD JP Morgan Chase Bk NA CD	22-01	1.100%	1.100%	1/31/25	245,000.00	232,872.50
WFA BOND US Treasury Notes	22-03	2.750%	2.750%	4/30/27	326,476.93	312,684.90
WFA CD City Natl Bk - Bev Hi CD	23-01	4.350%	4.350%	1/26/26	245,000.00	240,558.15
WFA BOND Federal Home Loan Bank Bonds SER 00001	23-02	5.000%	5.000%	1/26/24	2,000,000.00	1,998,740.00
WFA BOND US Treasury Bill	23-09	5.199%	5.199%	4/30/24	1,133,023.48	1,135,303.00
WFA BOND Comerica Bank CD	23-10	5.450%	5.450%	11/15/24	245,000.00	244,585.95
WFA BOND Morgan Stanley PVT PK CD	23-11	4.950%	4.950%	6/6/25	245,000.00	245,000.00
WFA BOND Morgan Stanley BK NA CD	23-12	4.800%	4.800%	12/8/25	245,000.00	245,000.00
<b>Total Pooled Investments - Securities</b>					<b>12,460,547.76</b>	<b>12,204,444.00</b>

<b>Summary of Investments by Type</b>		
	Book Value	Fair Value
CD's	5,427,987.63	5,335,242.00
CDARS	1,000,000.00	1,000,000.00
Jumbo CDs		
Local Gov Issues	500,000.00	504,300.00
Govt. Securities	868,059.72	765,800.00
Treasury	3,459,500.41	3,446,727.90
FNMA	0.00	0.00
FHLBMSUCP	455,000.00	419,746.60
FFCBB		
FHLB	750,000.00	732,627.50
<b>Totals</b>	<b>12,460,547.76</b>	<b>12,204,444.00</b>

<b>Investment Summary by Fund</b>		
Revenue Fund	12,460,547.76	12,204,444.00
	<b>12,460,547.76</b>	<b>12,204,444.00</b>
<b>Fair Market Value Adjustment</b>		<b>(256,103.76)</b>





# COUNTY OF BECKER

## *Natural Resources Management*

1771 North Tower Road, Detroit Lakes, MN 56501

218-847-0099

February 6, 2024

### MEMORANDUM FOR ACTION

#### **SUBJECT: 2024 Tax Forfeited Timber Sale Auction Dates**

The Becker County Natural Resource Management (NRM) Office would like to set the dates for the 2024 timber sale auctions for Friday, May 3<sup>rd</sup> and Friday, October 4<sup>th</sup>, 2024. This has been approved by the NRM Committee and will be posted on the NRM Webpage. Tracts to be offered for auction will come before the NRM Committee and Becker County Board for approval prior to auction.

**Action:** Request Board approval to set the Tax forfeited Timber Sale Auction dates of Friday May 3, 2024, and Friday October 4, 2024.

#### **SUBJECT: Seek bids/quotes for fiscal year 2024 NRM annual business.**

The approval to **award** the bids/ quotes received will come before the NRM Committee and/or Board if desired. Rough timelines are listed below.

- A. 2026 Tree Seedlings – Request December 2024/ Award January 2025
- B. 2024 Tree Planting – Request February 2024/ Award March 2024
- C. 2024 Site preparation – Request March 2024/ Award June 2024
- D. 2024 Bud Capping – Request March 2024/ Award July 2024
- E. 2024 Forest Road Maintenance/Brushing – Summer 2024

**Action:** Request Board authorization to seek bids for 2024 NRM Annual Business.

#### **The Point of contact for this memorandum:**

Steve Skoog/Mitch Lundeen, Land Use Department/ NRM

**02/06/2024**

**To: Becker County Board of Commissioners**

**From: Steve Skoog/Mitch Lundeen, Land Use Department/ NRM**

**Request 1:** Board motion for approval to seek bids/ quotes for fiscal year 2024 annual business

**Narrative:**

The approval to **award** the bids/ quotes received will come before the NRM Committee and/or Board if desired. Rough timelines are listed below.

- A.** 2026 Tree Seedlings – Request December 2024/ Award January 2025
- B.** 2024 Tree Planting – Request February 2024/ Award March 2024
- C.** 2024 Site preparation – Request March 2024/ Award June 2024
- D.** 2024 Bud Capping – Request March 2024/ Award July 2024
- E.** 2024 Forest Road Maintenance/Brushing – Summer 2024

**Request 2:** Board motion for approval to set the 2024 Timber Auction Dates

**Narrative:** Seeking approval to set the 2024 Timber Auction Dates for May 3<sup>rd</sup> and October 4<sup>th</sup> at 10:00am in the County Commissioners Board Room.



# BECKER COUNTY

## Land Use Department

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

### MEMORANDUM FOR ACTION

**Date:** February 6<sup>th</sup>, 2024

**SUBJECT:** Solid Waste Professional Services proposal

**THROUGH:** Environmental Services Committee

**TO:** Becker County Commission

1. **Reference:** Widseth Professional Engineering services proposal.
2. **Discussion:** Widseth is the County consultant engineering firm that has in the past provided professional services on behalf of Becker County to meet the required reporting on the Demolition Landfill:
  - a. Annual Survey of the Demolition Landfill – The County is required by the terms of the landfill permit to report the amount of demolition materials that are annually placed in the Demolition Landfill. The proposed cost is \$2,900.
  - b. Complete and analysis of the groundwater samples and submit an annual groundwater report to the MPCA. The proposed cost is \$6,400.
3. **Funding Source:** Fund 18 – this is a annual budgeted professional services item.
4. **Action:** Board approval of the proposal from Widseth for the amount of \$9,300.
5. The point of contact for this memorandum is [Steve.Skoog@co.becker.mn.us](mailto:Steve.Skoog@co.becker.mn.us) or by phone at 846-7310.

Distribution: County Commissioners  
County Administrator

January 4, 2024

**Alexandria**

610 Fillmore Street  
Alexandria MN 56308

320.762.8149

Alexandria@Widseth.com  
Widseth.com

Mr. Steve Skoog, Director  
Becker County Land Use Department  
Becker County Courthouse  
915 Lake Avenue  
Detroit Lakes, MN 56501

**Re: Costs for 2024 Groundwater Reporting and Annual Survey  
Becker County Demolition Landfill  
MPCA Permit No. SW-311**

Dear Mr. Steve Skoog:

Widseth Smith Nolting (Widseth) appreciates the opportunity to provide you with this proposal for the required 2024 groundwater reporting and annual survey of your demolition landfill. The work outlined in our proposal is based on the Submittal/Action Requirements and the Sampling and Monitoring Requirements (SMR) included in the county's Minnesota Pollution Control Agencies (MPCA) Solid Waste Management Facility Permit. The SMR outlines the sampling requirements for the monitoring well network and the Submittal/Action Requirements summarizes the required reporting.

The landfill's groundwater monitoring system (GMS) consisted of four wells, DMW-1, DMW-2, DMW-3, and DMW-4. However, DMW-2 was sealed as part of the landfill's expansion. Additionally, three monitoring wells will be installed this year to replace the sealed well and prepare for future monitoring of the landfill's expansion. Per your solid waste permit, the MPCA is requiring the GMS be sampled twice in 2024, once in the spring and again in the fall.

Please note this proposal does not include the costs of the groundwater sampling or lab analysis. These services are being completed by a different firm.

Your permit also includes a sampling schedule. The permit indicates the spring samples should be collected between March 14 and May 14. The fall sample collection window is between October 1 and November 21.

If you find our proposal acceptable as presented, and wish to retain our services for 2024, sign below indicating authorization to proceed. Please return the signed copy to us via email.

If you would like Widseth to attend any additional meetings, which may include but not limited to general consulting or correspondence with the MPCA, not included in the scope of this proposal, the meeting will be billed on a time and materials basis in accordance with our 2024 fee schedule. This proposal is in effect from March 1, 2024, to February 28, 2025.

If you have any questions after reviewing our scope of work and the associated costs, give me a call and I would be happy to discuss them with you. My direct number is 320.335.5059. My email address is [Mike.Pederson@widseth.com](mailto:Mike.Pederson@widseth.com).

Sincerely,

WIDSETH



Mike Pederson, Director of Environmental Services  
PROPOSAL OF WIDSETH

BY: 

Bryan T. Balcome, LS, Office Manager, VP

ACCEPTED: The Costs are satisfactory, and you are authorized to do the work as specified. Payment will be made monthly in accordance with the terms on the fee schedule.

<i>Consultant Services</i>	<i>\$6,400.00</i>
<i>Annual Survey</i>	<i><u>\$2,900.00</u></i>
<i>Lump Sum at</i>	<i>\$9,300.00</i>

BY: \_\_\_\_\_  
Becker County

DATE: \_\_\_\_\_

# General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

## ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

## ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

## ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
  - (a) Travel and subsistence.
  - (b) Specialized computer services or programs.
  - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
  - (d) Identifiable reproduction and reprographic costs.
  - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

## ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

## ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

## ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

# WIDSETH

ARCHITECTS ■ ENGINEERS  
SCIENTISTS ■ SURVEYORS

## ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

## ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

## ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

## ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

## ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

#### **ARTICLE 12. REQUESTS FOR INFORMATION (RFI)**

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

#### **ARTICLE 13. CONSTRUCTION OBSERVATION**

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

#### **ARTICLE 14. BETTERMENT**

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

#### **ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

#### **ARTICLE 16. CONTINGENCY FUND**

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

#### **ARTICLE 17. INSURANCE**

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

#### **ARTICLE 18. ASSIGNMENT**

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

#### **ARTICLE 19. NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

#### **ARTICLE 20. CORPORATE PROTECTION**

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

#### **ARTICLE 21. CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Minnesota.

#### **ARTICLE 22. ASSIGNMENT OF RISK**

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

#### **ARTICLE 23. NON-DISCRIMINATION**

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

#### **ARTICLE 24. SEVERABILITY**

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

#### **ARTICLE 25. PRE-LIEN NOTICE**

**PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**





# HUNTERS FOR HUNTERS

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## RESOLUTION REQUEST – WOLF HUNTING & TRAPPING SEASON

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### CONTACT

Dillan Porter, Chairman  
1514 410<sup>th</sup> Ave  
Karlstad, MN 56732  
218.526.0318

[Chairman@hunters4hunters.com](mailto:Chairman@hunters4hunters.com)  
[Hunters4Hunters.org](http://Hunters4Hunters.org)

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Dear County Commissioners

This letter is being written to formally request that you adopt a resolution which would create an official county board stance on the following:

- 1) Your County Board is officially in favor of wolves being removed from Federal protection and wolf management would be returned to the state of MN.
- 2) Your County Board is officially in favor of the state of MN immediately having a wolf hunting season once wolves are removed from Federal protection.
- 3) Your County Board is officially in favor of signing the letter requesting Senator Amy Klobuchar to vote for wolves to be removed from Federal protection.

We have enclosed a copy of the letter that we will be sending to Senator Amy Klobuchar. We are asking that when you pass your county board resolution, you would please forward us a copy of said document.

This same letter and request is being sent to all counties in Minnesota, many of which are being negatively impacted by wolves that are kept unregulated and under Federal protection. When we receive all the county board resolutions as described above, we will send them to Senator Klobuchar and our Minnesota Legislators.

Sincerely,

*Dillan Porter*

Dillan Porter

Chairman - Hunters For Hunters



COPY

1514 410<sup>th</sup> Ave  
Karlstad, MN 56732

[www.Hunters4Hunters.org](http://www.Hunters4Hunters.org)  
218.526.0318

Dear Senator Klobuchar,

Thank you for serving our State and our Nation.

In the past you supported some Federal timber harvest reform to help rural Minnesotans.

We call upon your help again.

It is well documented that too many wolves - populations far exceeding agreed upon recovery levels are contributing significantly to dramatic reductions of our Minnesota Whitetail populations. Without wolf management, it will also stop any Whitetail Deer population recovery.

The economic damage to small Minnesota towns; from hotels, restaurants, bars, farm equipment, etc... is substantial, and growing.

As you have seen, there are literally thousands of non-political, uninvolved everyday people coming out to town hall meetings. We need our voices heard and our interests protected.

We, as citizens and County Commissioners ask that you join with other members of the US Congress and return wolf management to the State of Minnesota, just like Congress did in 2011 for the states of Wyoming, Idaho and Montana.

Sincerely

Dillan Porter  
Chairman – Hunters For Hunters

(When we receive a list of participating counties, the county names will be listed below Dillan's Signature)

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Hello MACA Members-

We have heard from a number of members about the county's responsibility with the redesign of the Minnesota flag and seal. We looked into the issue and have the following findings that you can use in your discussion about the issue. Note that we are not attorneys and counties should consult their county attorneys for legal opinions.

- The state flag is required to be on display outside of the State Capitol and in courtrooms. Other bodies of government are **not required** to display the flag or seal.
- Last year's bill requires state agencies and departments to update their state flags and seals by the end of the 2024. Courtrooms will need to update their state flags. Other bodies of government are **not required** to update flags or seals they voluntarily display. If a body of government **not required** to display the flag/seal wants to update their flag/seal, they can do so on their own timeline based on budgetary considerations or equipment update schedules.

Things for counties to consider about voluntary flag and seal display:

- Where does this issue fall in the policy priorities of the board? How will taking a position on this priority impact the advocacy of other priorities?
- It's worthwhile for counties to be cautious about flag display decisions. If a county decides to display a flag outside of common practice, it is probable they may be contacted by interested individuals to display flags of support. This has occurred in other local governments with requests to display flags that support specific groups (law enforcement, LGBTQ individuals, firefighters, etc.). The county should consider if they want to have these discussions.

Thanks and let Jill and I know if you have any questions!

Matt

Matt Hilgart

**Association of Minnesota Counties**

125 Charles Avenue  
Saint Paul, MN 55103  
T: 651-789-4343  
M:612-805-5088

**475.521 CAPITAL IMPROVEMENT BONDS.**

Subdivision 1. **Definitions.** For purposes of this section, the following terms have the meanings given.

(a) "Bonds" mean an obligation defined under section 475.51.

(b) "Capital improvement" means acquisition or betterment of public lands, buildings or other improvements for the purpose of a city hall, town hall, library, public safety facility, and public works facility. An improvement must have an expected useful life of five years or more to qualify. Capital improvement does not include light rail transit or any activity related to it, or a park, road, bridge, administrative building other than a city or town hall, or land for any of those facilities. For purposes of this section, "capital improvement" includes expenditures for purposes described in this paragraph that have been incurred by a municipality before approval of a capital improvement plan, if such expenditures are included in a capital improvement plan approved on or before the date of the public hearing under subdivision 2 regarding issuance of bonds for such expenditures.

(c) "Municipality" means a home rule charter or statutory city or a town.

Subd. 2. **Election requirement.** (a) Bonds issued by a municipality to finance capital improvements under an approved capital improvements plan are not subject to the election requirements of section 475.58. The bonds must be approved by an affirmative vote of three-fifths of the members of a five-member governing body. In the case of a governing body having more or less than five members, the bonds must be approved by a vote of at least two-thirds of the members of the governing body.

(b) Before the issuance of bonds qualifying under this section, the municipality must publish a notice of its intention to issue the bonds and the date and time of the hearing to obtain public comment on the matter. The notice must be published in the official newspaper of the municipality or in a newspaper of general circulation in the municipality. Additionally, the notice may be posted on the official website, if any, of the municipality. The notice must be published at least 14 but not more than 28 days before the date of the hearing.

(c) A municipality may issue the bonds only after obtaining the approval of a majority of the voters voting on the question of issuing the obligations, if a petition requesting a vote on the issuance is signed by voters equal to five percent of the votes cast in the municipality in the last municipal general election and is filed with the clerk within 30 days after the public hearing. If the municipality elects not to submit the question to the voters, the municipality shall not propose the issuance of bonds under this section for the same purpose and in the same amount for a period of 365 days from the date of receipt of the petition. If the question of issuing the bonds is submitted and not approved by the voters, the provisions of section 475.58, subdivision 1a, shall apply.

Subd. 3. **Capital improvement plan.** (a) A municipality may adopt a capital improvement plan. The plan must cover at least a five-year period beginning with the date of its adoption. The plan must set forth the estimated schedule, timing, and details of specific capital improvements by year, together with the estimated cost, the need for the improvement, and sources of revenue to pay for the improvement. In preparing the capital improvement plan, the governing body must consider for each project and for the overall plan:

- (1) the condition of the municipality's existing infrastructure, including the projected need for repair or replacement;
- (2) the likely demand for the improvement;
- (3) the estimated cost of the improvement;

- (4) the available public resources;
  - (5) the level of overlapping debt in the municipality;
  - (6) the relative benefits and costs of alternative uses of the funds;
  - (7) operating costs of the proposed improvements; and
  - (8) alternatives for providing services most efficiently through shared facilities with other municipalities or local government units.
- (b) The capital improvement plan and annual amendments to it must be approved by the governing body after public hearing.

Subd. 4. **Limitations on amount.** A municipality may not issue bonds under this section if the maximum amount of principal and interest to become due in any year on all the outstanding bonds issued under this section, including the bonds to be issued, will equal or exceed 0.16 percent of the estimated market value of property in the municipality. Calculation of the limit must be made using the estimated market value for the taxes payable year in which the obligations are issued and sold. In the case of a municipality with a population of 2,500 or more, the bonds are subject to the net debt limits under section 475.53. In the case of a shared facility in which more than one municipality participates, upon compliance by each participating municipality with the requirements of subdivision 2, the limitations in this subdivision and the net debt represented by the bonds shall be allocated to each participating municipality in proportion to its required financial contribution to the financing of the shared facility, as set forth in the joint powers agreement relating to the shared facility. This section does not limit the authority to issue bonds under any other special or general law.

Subd. 5. **Application of this chapter.** Bonds to finance capital improvements qualifying under this section must be issued under the issuance authority in this chapter and the provisions of this chapter apply, except as otherwise specifically provided in this section.

**History:** 2003 c 127 art 12 s 16; 1Sp2003 c 21 art 10 s 11; 2005 c 152 art 1 s 27-30; 2013 c 143 art 12 s 15,16; art 14 s 99; 1Sp2019 c 6 art 8 s 9

**BECKER COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION 05-13-1N**

**Centralized Accounting**

**WHEREAS**, the Becker County Board of Commissioners supports centralized accounting in Becker County; and

**WHEREAS**, there is a need to begin the process of centralized accounting by modifying the reporting and location of various positions throughout the County.

**THEREFORE, BE IT RESOLVED**, that the Becker County Board of Commissioners, hereby approves the implementation of Centralized Accounting for Becker County; and authorizes the County Auditor-Treasurer and County Administrator to move forward with the process and to determine the location for various positions, at their discretion.

Duly adopted this 14<sup>th</sup> day of May 2013, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS  
Becker County, Minnesota

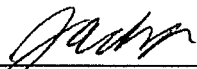
ATTEST:

/s/ Jack W. Ingstad  
\_\_\_\_\_  
Jack W. Ingstad  
County Administrator

/s/ Don Skarie  
\_\_\_\_\_  
Don Skarie  
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 May 14, 2013, as recorded in the record of proceedings.

  
\_\_\_\_\_  
Jack W. Ingstad  
County Administrator

January 31, 2024

Becker County Board  
County Board Members

**RE: Classification Appeals**

At the last County Board Meeting the Board approved the proposed grid and classifications. Since that meeting, Dr. Melvin met with Department Heads and Union Representatives to discuss the classifications and classification process. To date the Board has agreed to a proposed grid and classifications.

Below you will see a new grid that has been approved by the County Board, but the County is still in negotiations.

		3.25%	3.00%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	3.50%	3.50%
Grade	Minimum	2	3	4	5	6	7	8	9	10	11	12
1	\$ 18.25	\$ 18.84	\$ 19.41	\$ 19.94	\$ 20.49	\$ 21.05	\$ 21.63	\$ 22.23	\$ 22.84	\$ 23.47	\$ 24.29	\$ 25.14
2	\$ 19.35	\$ 19.97	\$ 20.57	\$ 21.14	\$ 21.72	\$ 22.32	\$ 22.93	\$ 23.56	\$ 24.21	\$ 24.88	\$ 25.75	\$ 26.65
3	\$ 20.51	\$ 21.17	\$ 21.81	\$ 22.41	\$ 23.02	\$ 23.66	\$ 24.31	\$ 24.98	\$ 25.66	\$ 26.37	\$ 27.29	\$ 28.25
4	\$ 21.74	\$ 22.44	\$ 23.12	\$ 23.75	\$ 24.40	\$ 25.08	\$ 25.77	\$ 26.47	\$ 27.20	\$ 27.95	\$ 28.93	\$ 29.94
5	\$ 23.04	\$ 23.79	\$ 24.50	\$ 25.18	\$ 25.87	\$ 26.58	\$ 27.31	\$ 28.06	\$ 28.83	\$ 29.63	\$ 30.66	\$ 31.74
6	\$ 24.88	\$ 25.69	\$ 26.46	\$ 27.19	\$ 27.94	\$ 28.71	\$ 29.50	\$ 30.31	\$ 31.14	\$ 32.00	\$ 33.12	\$ 34.28
7	\$ 26.63	\$ 27.49	\$ 28.32	\$ 29.09	\$ 29.89	\$ 30.72	\$ 31.56	\$ 32.43	\$ 33.32	\$ 34.24	\$ 35.44	\$ 36.68
8	\$ 28.62	\$ 29.55	\$ 30.44	\$ 31.28	\$ 32.14	\$ 33.02	\$ 33.93	\$ 34.86	\$ 35.82	\$ 36.80	\$ 38.09	\$ 39.43
9	\$ 30.63	\$ 31.62	\$ 32.57	\$ 33.47	\$ 34.39	\$ 35.33	\$ 36.30	\$ 37.30	\$ 38.33	\$ 39.38	\$ 40.76	\$ 42.19
10	\$ 33.08	\$ 34.15	\$ 35.18	\$ 36.14	\$ 37.14	\$ 38.16	\$ 39.21	\$ 40.29	\$ 41.39	\$ 42.53	\$ 44.02	\$ 45.56
11	\$ 36.38	\$ 37.57	\$ 38.69	\$ 39.76	\$ 40.85	\$ 41.97	\$ 43.13	\$ 44.31	\$ 45.53	\$ 46.78	\$ 48.42	\$ 50.12
12	\$ 38.57	\$ 39.82	\$ 41.01	\$ 42.14	\$ 43.30	\$ 44.49	\$ 45.72	\$ 46.97	\$ 48.26	\$ 49.59	\$ 51.33	\$ 53.12
13	\$ 40.49	\$ 41.81	\$ 43.07	\$ 44.25	\$ 45.47	\$ 46.72	\$ 48.00	\$ 49.32	\$ 50.68	\$ 52.07	\$ 53.89	\$ 55.78
14	\$ 42.52	\$ 43.90	\$ 45.22	\$ 46.46	\$ 47.74	\$ 49.05	\$ 50.40	\$ 51.79	\$ 53.21	\$ 54.67	\$ 56.59	\$ 58.57
15	\$ 44.65	\$ 46.10	\$ 47.48	\$ 48.78	\$ 50.13	\$ 51.50	\$ 52.92	\$ 54.38	\$ 55.87	\$ 57.41	\$ 59.42	\$ 61.50
16	\$ 46.43	\$ 47.94	\$ 49.38	\$ 50.74	\$ 52.13	\$ 53.57	\$ 55.04	\$ 56.55	\$ 58.11	\$ 59.70	\$ 61.79	\$ 63.96
17	\$ 48.75	\$ 50.34	\$ 51.85	\$ 53.27	\$ 54.74	\$ 56.24	\$ 57.79	\$ 59.38	\$ 61.01	\$ 62.69	\$ 64.88	\$ 67.16
18	\$ 50.70	\$ 52.35	\$ 53.92	\$ 55.40	\$ 56.93	\$ 58.49	\$ 60.10	\$ 61.75	\$ 63.45	\$ 65.20	\$ 67.48	\$ 69.84
19	\$ 53.24	\$ 54.97	\$ 56.62	\$ 58.17	\$ 59.77	\$ 61.42	\$ 63.11	\$ 64.84	\$ 66.63	\$ 68.46	\$ 70.85	\$ 73.33
20	\$ 56.43	\$ 58.27	\$ 60.01	\$ 61.66	\$ 63.36	\$ 65.10	\$ 66.89	\$ 68.73	\$ 70.62	\$ 72.57	\$ 75.10	\$ 77.73

This is a highly competitive salary structure that will allow the County to recruit talented individuals and to retain valuable employees. Steps 11 and 12 are meant to be achieved after 2 years, not 1.

Becker County selected the JET system which is a point factor system designed by DDA specifically for the public sector. Employees and supervisors were asked to complete a Job Analysis Questionnaire (JAQ) to help describe their position, responsibilities and duties. In some cases, more than one JAQ was completed. The JET system has 7 different factors, with several subfactors, that measures the impact of a job from multiple perspectives. As with any job evaluation system, JET focuses on the job, not the person.

The 7 factors included in JET are:

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

Below were the proposed classifications. Dr. Melvin met with department heads and union representatives to discuss classifications and the classification appeal process. We received the following classification appeals. Classification Appeals are intended for those jobs that employees and supervisors believes is missing something from the JAQ or needs to be reviewed. All appeal forms had to be signed by supervisor.

Proposed Title	Appeals received	Old Grade	NEW Grade
CUSTODIAN		A-11	2
LICENSING CLERK	Appeal received	A-13	2
PAY STATION CLERK		A-13	2
ACCOUNT CLERK 1	Appeal received	B-21	3
BUS DRIVER		A-13	3
DRIVER/DISPATCHER		A-13	3
LEAD CUSTODIAN		A-12	3
TRANSFER STATION	Appeal received	B-21	3
ADMIN SECRETARY	Appeal received from one employee	B-21	4
ASSESSMENT TECH I		B-22	4
COURT SCREENERS		B-21	4
HIGHWAY OFFICE SUPPORT CLERK		B-22	4
JAIL SECRETARY		A-13	4
LEGAL ASSISTANT		B-21	4
OFFICE SUPPORT		A-13	4



RECYCLING/TRANSFER STATION		B-21	4
SHERIFF SECRETARY		A-13	4
Transfer Truck Driver	Appeal received	B-22	4
ACCOUNT CLERK 2		B-21	5
ACCOUNT CLERK 2 (ACCOUNT TECH?)			5
ASSISTANT HUMAN RESOURCES		B-23	5
BAILIFF		B-25	5
CASE AIDE		B-23	5
COMPACTOR TRUCK		B-22	5
DEPUTY LICENSING COORDINATOR	Appeal received		5
DEPUTY RECORDER		B-23	5
EXT OFFICE MANAGER		B-21	5
OFFICE MANAGER		B-23	5
PAYROLL-ACCOUNTING SPECIALIST	Appeal received	B-24	5
PROPERTY TAX	Appeal received	B-21	5
STS CREW LEAD		B-22	5
SUPPORT ENFORCEMENT AIDE		B-23	5
TRANSPORT OFFICER		B-23	5
VETERANS SERVICE ASSISTANT		B-23	5
COMMUNICATIONS OFFICER		B-24	6
CORRECTIONAL OFFICER	Appeal received	B-23	6
FINANCIAL ASSISTANT		C-43	6
HHW COORDINATOR	Appeal received	B-24	6
LICENSE SUPERVISOR	Appeal received	B-24	6
MAINTENANCE TECHNICIAN		B-23	6
MAINTENANCE WORKER		B-23	6
MECHANIC I		B-25	6
TRAFFIC SERVICE WORKER		B-24	6
VICTIM SERVICE COORDINATOR	Appeal received	B-25	6
CHIEF BAILIFF		B-31	7
CHIEF DEPUTY RECORDER		B-31	7
CHILD SUPPORT OFFICER		B-32	7
FRAUD PREVENTION INVESTIGATOR		B-31	7
LICENSED PRACTICAL NURSE		B-25	7

MAINTENANCE CREW FOREMAN	Appeal received	B-31	7
Material Recovery Facility Manager		B-31	7
MECHANIC II	Appeal received	B-31	7
NRM MANAGER-FOREST		B-32	7
PROGRAM COORDINATOR	Appeal received	B-25	7
RESEARCH/GIS		B-25	7
TRANSFER STATION MANAGER	Appeal received	B-31	7
ZONING TECH/SEWER INSPECTOR	Appeal received	B-25	7
ZONING TECHNICIAN/E911	Appeal received	B-25	7
Appraiser		B-24	8
BUILDING MAINTENANCE SUPERVISOR		B-32	8
DEPUTY AUDITOR-	Appeal received	C-41	8
IT Analyst	Appeal received	B-32	8
SENIOR ENGINEERING TECHNICIAN		B-31	8
TRAFFIC SERVICE FOREMAN		B-32	8
Accountant		C-43	9
CHIEF DEPUTY ASSESSOR		C-41	9
COMMUNICATIONS SUPV		C-41	9
DEPUTY	Appeal received	C-41	9
DEVELOPER-GIS COORDINATOR	Appeal received	C-42	9
Jail Sergeant	Appeal received	B-31	9
NUTRITION COORDINATOR		C-42	9
Public Health Nurse		C-43	9
Social Worker		C-43	9
TRANSPORTATION TECHNICIAN		B-32	9
VETERANS SERVICE OFFICER		C-41	9
ASST. JAIL ADMINISTRATOR	Appeal received	B-32	10
CHILD SUPPORT SUPERVISOR		C-43	10
CONSTRUCTION MANAGER	Appeal received	C-43	10
DEPUTY INVESTIGATOR	Appeal received	C-43	10
DEPUTY/EMERGENCY MGR	Appeal received	C-41	10
Economic Development Specialist		C-43	10
FINANCIAL ASSISTANT SUPERVISOR		C-43	10
NRM MANAGER-LAND	Appeal received	C-43	10

OFFICE SERVICE SUPERVISOR	Appeal received	C-42	10
Release Planner/Case Worker	No appeal, but reclassified to grade 9	C-42	10
DEPUTY SERGEANT	Appeal received	C-51	11
FINANCIAL MANAGER	Appeal received	C-51	11
HWY MAINTENANCE SUPERINTENDENT		C-43	11
RECORDER		C-43	11
SOCIAL SERVICE SUPERVISOR		C-52	11
ZONING ADMINISTRATOR	Appeal received	C-43	11
Auditor-Treasurer	Appeal received		12
COMMUNITY HEALTH SUPV		C-52	12
JAIL ADMINISTRATOR		C-43	12
PUBLIC HEALTH SUPERVISOR		C-52	12
INFORMATION TECHNOLOGY DIRECTOR	Appeal received	C-51	13
Lieutenant			13
HUMAN RESOURCE DIRECTOR	Appeal received	C-51	14
LAND USE DIRECTOR	Appeal received	D-62	14
CHIEF DEPUTY		C-52	15
County Assessor		D-61	15
ASSISTANT ATTORNEY		D-62	16
FIRST ASSISTANT ATTORNEY		D-63	17
COUNTY ENGINEER		D-63	18
HUMAN SERVICES DIRECTOR		D-63	18
SHERIFF			18
County Administrator		E-82	20
COUNTY ATTORNEY			20

#### DDA recommendations

Position	Reason for the Appeal	DDA Recommendation
Zoning Tech/ 911	Believed under-evaluated for the accountability for the job, job conditions and responsibilities	DDA re-evaluated and recommends Grade 8
Zoning Tech/ Sewer Inspector	Believed under-evaluated for the accountability for the job, job conditions and responsibilities	DDA re-evaluated and recommends Grade 8

Victim Service Coordinator	Believed under-evaluated for the accountability for the job and autonomy of work	DDA re-evaluated and recommends Grade 7
Property Tax Specialist/ Elections	Believed under-evaluated for the accountability for the job and autonomy of work	DDA re-evaluated and recommends Grade 6
Zoning Director	Provided additional duties that impacted decision making	DDA re-evaluated and recommends Grade 12
Payroll Specialist	Increased problem solving and decision making	DDA re-evaluated and recommends Grade 6
Account Clerk I	Some appealed based on problem solving and decision making	DDA agreed to move all Account Clerk I to Grade 4
NRM Manager	Added responsibilities	DDA believes it is correctly evaluated, no change
Landfill Transfer Station Manager	Believes should be higher due to supervision and other supervisors that are graded higher	DDA believes it is correctly evaluated, no change
Jail Sergeants	Believe low to internal jobs, stated some additional job responsibilities	DDA believes it is correctly evaluated, no change
Investigators	Believes under-evaluated due to supervision responsibilities and may serve as back up	DDA believes it is correctly evaluated, no change This position does not supervise people, but crime and process
HHW Coordinator	Believes this position is under-evaluated with all of the training required	DDA believes it is correctly evaluated, no change
Emergency Management Director	Believes under-evaluated and that DDA does not understand the complexity of the role, asked for a Deputy Director, per statute	DDA agrees that it has to have a designated Deputy Director DDA believes it is correctly evaluated, no change
Developer GIS		
Deputy Licensing Coordinator	Believes based on the title, it should be the same grade as other coordinators	DDA believes it is correctly evaluated, no change
Deputy AT	Believes under-evaluated due to the supervision and accountability	DDA re-evaluated and recommends Grade 9
Deputies	Believe 9 is low to the market and internal jobs	DDA believes it is correctly evaluated, no change
Correctional Officer	Believes job is under-evaluated due to not understanding the complexity of the job and the mental stress	DDA believes it is correctly evaluated, no change
DMV Licensing Clerk	Believes positions is under-evaluated due to the responsibilities of the job, similar to Account Clerk I	DDA re-evaluated and recommends Grade 4

Account Clerk I	Believes positions is under-evaluated due to the responsibilities of the job	DDA re-evaluated and recommends Grade 4
Auditor Treasurer	Believes mis-classified as it was previously the same as HS Directo and County Engineer, believes not valued for the staff it supervises and the accountability. Challenges the compression between AT and Finance Manager	DDA would recommend leaving this position as is until the re-structuring of department discussion is complete and some decisions are made
IT Director	Believes it should have 15 years of experience and skills are transferable to the private sector	DDA believes it is correctly evaluated, no change
HR Director	Believes under-evaluated to other similar jobs, as SHRM is required, it does the negotiations and is responsible for the compliance of the County	DDA believes it is correctly evaluated, no change
Office Support Supervisor	Wants to be the Human Services Deputy Director, added additional duties and responsibilities	DDA believes it is correctly evaluated, no change DDA would recommend a conversation follow this with the Board and their desired outcome. If they agree to Deputy Director, the responsibilities need to align with those of a Deputy Director, currently they do not
Mechanic II	Believes the title should be Shop Foreman and should be aligned with other foreman as the responsibilities and autonomy are similar	DDA re-evaluated and recommends Grade 8
Maintenance Crew Foreman	Believes should be aligned with other foreman as the responsibilities and autonomy are similar	DDA re-evaluated and recommends Grade 8
Construction Manager	Added duties of Assistant County Engineer	DDA re-evaluated and recommends Grade 11
Finance Manager	Would like to be evaluated as reporting to the County Administrator	This is not an appeal, but a request for organizational restructuring. This is a decision the Board needs to make.
Sergeant	Wanted to make sure the most recent JAQ was used in evaluation, and believes there is compression between it and deputies	DDA believes it is correctly evaluated, no change
Jail Programmer	Believes that is similar to the Release Programmer, likes how it was structured before	After further discussion with department and Project Team, DDA would recommend downgrading the Release Programmer to a Grade 9 and increasing the Jail Programmer to a Grade 9
IT Analyst	Believes it was under-evaluated for the work and autonomy	DDA would agree to increasing the grade, but would suggest a career ladder that may look like the following:

		Entry level no experience Grade 8 Associate Degree and 3 years of Experience Grade 9 Associate Degree and 6 years of experience Grade 10
Land Use Director	Believes it was under-evaluated based on the work for Solid Waste, Forestry Environmental Services and Parks	DDA believes it is correctly evaluated, no change. This is a position that manages several services, it is evaluated correctly
Transfer Station Mechanic	Discussed the complexity of the work and the similarity of a Diesel Mechanic	DDA re-evaluated and recommends Grade 6
Transfer Station	Discussed the complexity of work and equipment used	DDA would suggest creating a career ladder as follows: Transfer Station Light Equipment Operator Grade 3 Transfer Station Heavy Equipment Operator Grade 4
Transfer Truck	Should be similar to Compact Truck Driver	DDA re-evaluated and recommends Grade 5
Developer / GIS	Did not include decision making in JAQ	DDA believes it is correctly evaluated, no change
HR Admin Assistant	Believes should be classified as the HR Assistant due to the workload, accountability and responsibilities	This is not a classification appeal, but a personnel action request. If the position does similar work it should be graded the same.
License Supervisor	Believes position was under-evaluated in accountability and training. Believes other supervisors are Grade 8	DDA re-evaluated and recommends Grade 8
Chief Deputy Recorder	Believes it decision making was under-evaluated	DDA believes it is correctly evaluated, no change. I would support a career ladder for deputy Recorder I and Deputy Recorder II
Recorder	Believes it is unique in compared with other benchmark entities and should be similar to higher paying department heads	DDA believes it is correctly evaluated, no change. I would support a reorganizational study to determine how to staff the department and meet the needs. It has been suggested to create Land Specialists.

Dr. Tessia Melvin, Management Consultant  
DDA Human Resources, Inc.  
[tessia@daviddrown.com](mailto:tessia@daviddrown.com)

## **BECKER COUNTY BOARD OF COMMISSIONERS MEETING 2/6/2024**

### **BECKER COUNTY AUDITOR TREASURER**

#### **Gambling Permits**

1. Resolution # 02-24-1A – Carsonville Fire Fighters Relief Association for a raffle on October 19, 2024 at Jack Pines Resort in Carsonville Township
2. Resolution # 02-24-1B – Cormorant Lions Club for a raffle on August 17, 2024 at Cormorant Community Center in Cormorant Township.

#### **3.2 Off-Sale - Renewal**

1. Jolly Fisherman – Anne Buelow – Round Lake Twp

#### **Wine and Strong Beer On Sale – Renewal**

1. Jolly Fisherman – Anne Buelow – Round Lake Twp

**RESOLUTION NO. 02-24-1A**

**MINNESOTA LAWFUL GAMBLING RESOLUTION**

RESOLVED, the Becker County Board of County Commissioners agree to approve the Gambling Application for Exempt Permit to conduct Gambling by Carsonville Fire Fighters Relief Association, for a raffle at Jack Pines Resort, 53014 State Highway 34, Osage, MN 56575, in Carsonville Township on October 19, 2024.

Duly adopted at Detroit Lakes, Minnesota, this 6th day of February 2024.

ATTEST:

COUNTY BOARD OF COMMISSIONERS

John Okeson  
Chair

State of Minnesota)  
County of Becker )

I, the undersigned, being the duly elected, qualified and Auditor-Treasurer for the County of Becker, State of Minnesota, do hereby certify that the foregoing is true and correct copy of a resolution passed and adopted by the County Board of Commissioners at a meeting held February 6, 2024, as recorded in the record of proceedings.

\_\_\_\_\_  
Becker County Auditor-Treasurer

MEH/mco

SEAL



**RESOLUTION NO. 02-24-1B**

**MINNESOTA LAWFUL GAMBLING RESOLUTION**

RESOLVED, the Becker County Board of County Commissioners agree to approve the Gambling Application for Exempt Permit to conduct Gambling by the Cormorant Lions Club, for a raffle at the Cormorant Community Center, 10929 County Highway 5, Pelican Rapids, MN 56572, in Cormorant Township on August 17, 2024.

Duly adopted at Detroit Lakes, Minnesota, this 6th day of February 2024.

ATTEST:

COUNTY BOARD OF COMMISSIONERS

John Okeson  
Chair

State of Minnesota)

County of Becker )

I, the undersigned, being the duly elected, qualified and Auditor-Treasurer for the County of Becker, State of Minnesota, do hereby certify that the foregoing is true and correct copy of a resolution passed and adopted by the County Board of Commissioners at a meeting held February 6, 2024, as recorded in the record of proceedings.

\_\_\_\_\_  
Becker County Auditor-Treasurer

MEH/mco

SEAL



# BECKER COUNTY

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7311

## MEMORANDUM FOR ACTION

Date: 02-02-2024

SUBJECT: Set Public Hearing for New Off-Sale Liquor License in Cormorant Twp

TO: Becker County Board of Commissioners

1. Becker County received an application for a new Off Sale Intoxicating Liquor License for Swanies Pub at 12668 County Hwy 5, Lake Park, MN
2. MN Statute 340A.405 requires the County set a public hearing to take public comment before granting the new Off-Sale Intoxicating Liquor License in Cormorant twp.
3. Becker County Auditor requests the hearing be set on March 5, 2024 at 9:00 am
4. Point of contact for this memo is Mary Hendrickson, County Auditor-Treasurer

Distribution: Board of Commissioners, County Administrator

**12.25 LOCAL ORGANIZATIONS; DIRECTORS, DUTIES.**

Subdivision 1. **Political subdivisions; director, responsibilities.** Each political subdivision shall establish a local organization for emergency management in accordance with the state emergency management program, but no town shall establish a local organization for emergency management without approval of the state director. Each local organization for emergency management must have a director appointed forthwith: in a city by the mayor, in a town by the town board, and for a public corporation organized and existing under sections 473.601 to 473.679 by its governing body. The local director is directly responsible for the organization, administration, and operation of the local organization for emergency management, subject to the direction and control of the local governing body.

Subd. 2. **Counties; director, responsibilities.** (a) Each county emergency management organization must have a director and one or more deputy directors. They must be appointed by the county board.

(b) A county organization for emergency management has jurisdiction throughout the county outside of a city or of a town that has a local emergency management organization.

(c) In addition to the other powers granted by this subdivision, county organizations shall:

(1) coordinate the activities of and may assist in the training of emergency management organizations of political subdivisions throughout the county;

(2) plan for the emergency operations of county government in cooperation with the county attorney, who shall give legal advice to the county organization, and with other appropriate county government officials and private sector representatives;

(3) acquire equipment necessary in connection with these activities; and

(4) expend funds provided by the county board out of general revenue funds for such purposes.

Subd. 3. **Territorial limits.** Each local and county organization for emergency management shall perform emergency management functions within the territorial limits of the political subdivision within which it is organized and, in addition, shall conduct these functions outside of its territorial limits as may be required pursuant to sections 12.23, 12.27, and 12.32 or any other applicable law.

Subd. 4. [Repealed, 1979 c 65 s 3]

Subd. 5. **Common organization agreements.** With approval of the state director, two or more political subdivisions may enter into agreements determining the boundaries of the geographic areas of their respective emergency management responsibilities or providing for a common emergency management organization, which for the purposes of this chapter must be a local emergency management organization.

**History:** 1951 c 694 s 205; 1957 c 626 s 1; 1959 c 459 s 1; 1963 c 678 s 2; 1965 c 660 s 2,3; 1973 c 123 art 5 s 7; 1Sp1981 c 4 art 1 s 3; 1996 c 344 s 14

# BECKER COUNTY BOARD OF COMMISSIONERS

**RESOLUTION: #02-24-1D**

## Appointment of Deputy Emergency Manager

**WHEREAS**, there is a need for an Emergency Manager in Becker County;

**WHEREAS**, in the event of the absence of the Emergency Manager, and pursuant to MN Statute 12.25, there is a need to appoint a Deputy (Assistant) Emergency Manager.

**NOW THEREFORE BE IT RESOLVED.** That the Board of County Commissioners of Becker County, Minnesota, approves to appoint Lieutenant Luke Sweere to the position of Deputy (Assistant) Emergency Manager.

Duly adopted this 6<sup>th</sup> day of February 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS  
Becker County, Minnesota

ATTEST:

/s/ Pat Oman  
Pat Oman  
County Administrator

/s/ John Okeson  
John Okeson  
Board Chair

State of Minnesota )  
 ) ss  
County of Becker )

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held February 6<sup>th</sup>, 2024, as recorded in the record of proceedings.

Pat Oman  
County Administrator

## Amendment #1

### Medical Examiner Contract Agreement

This Amendment to the Medical Examiner Contract Agreement entered this 15<sup>th</sup> day of January, by and between the County of Becker, a political subdivision of the State of Minnesota, and River Valley Forensic Services, P.A. for the services of Dr. Kelly Mills, M.D. as Medical Examiner of Becker County.

#### IX. Term and Termination

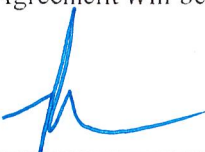
- A. This Agreement shall continue for a period ending June 30, 2024 unless terminated earlier or another Amendment is created.
- B. This Agreement may be terminated by either party when Becker County enters an Agreement with a local coroner. Neither party is required to give 45-day notice. A written notice to the other is effective.
- C. This Agreement is currently temporary unless information is brought forth for a long-term Agreement, which at that time, a new Agreement will be created and signed.


1/12/2024  
Date

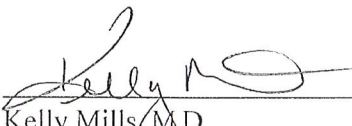
1/12/2024  
Date

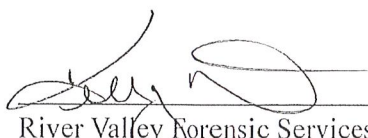
1/10/24  
Date

1/10/24  
Date

  
Pat Oman  
Becker County Administrator

  
John Okeson  
Becker County Board Chair

  
Kelly Mills, M.D.  
Medical Examiner

  
River Valley Forensic Services, P.A.  
Kelly Mills, President



## Quote Number: QUOTE-2490130

**Billing Address:**  
BECKER COUNTY SHERIFF DEPT  
925 LAKE AVE  
DETROIT LAKES MN, 56501

**Quote Name:** Command Post Radio  
**Quote Date:** 2024-01-17  
**Expiration Date:** 2024-03-17  
**Contract Name:** 20927 - MN DOT 209493

**Quote Created By:**  
Trista Walla

tristaw@midstateswireless.com

**Customer:** BECKER COUNTY SHERIFF DEPT

**Currency:** USD

**Terms and Conditions:** none

Line #	Item Number	Description	Quantity	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price	APC	Parametric Data
	APX™ 6500 / Enh Series										
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE.	1	\$3,383.12	\$3,383.12	30.77%	\$1,040.96	\$2,342.16	\$2,342.16	0527	
1a	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPT APX AND ADP.	1	\$879.00	\$879.00	28.00%	\$246.12	\$632.88	\$632.88	0527	
1b	G831AD	ADD: SPKR 15W WATER RESISTANT.	1	\$66.00	\$66.00	28.00%	\$18.48	\$47.52	\$47.52	0527	
1c	G51AU	ENH: SMARTZONE OPERATION APX6500.	1	\$1,320.00	\$1,320.00	28.00%	\$369.60	\$950.40	\$950.40	0527	
1d	G67DT	ADD: REMOTE MOUNT E5 APXM.	1	\$327.00	\$327.00	28.00%	\$91.56	\$235.44	\$235.44	0527	
1e	G78AT	ENH: 3 YEAR ESSENTIAL SVC.	1	\$288.00	\$288.00	0.00%	\$0.00	\$288.00	\$288.00	0185	
1f	G892AB	ENH:HAND MIC,GCAI WTR RESISTANT APX.	1	\$79.00	\$79.00	28.00%	\$22.12	\$56.88	\$56.88	0527	
1g	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0527	
1h	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY.	1	\$814.00	\$814.00	28.00%	\$227.92	\$586.08	\$586.08	0527	
1i	G610AC	ADD: REMOTE MOUNT CABLE 30 FT APX.	1	\$28.00	\$28.00	28.00%	\$7.84	\$20.16	\$20.16	0527	
1j	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0527	
1k	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	1	\$567.00	\$567.00	28.00%	\$158.76	\$408.24	\$408.24	0527	
1l	GA01670AA	ADD: APX E5 CONTROL HEAD.	1	\$717.00	\$717.00	28.00%	\$200.76	\$516.24	\$516.24	0527	
1m	QA09113AB	ADD: BASELINE RELEASE SW.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0527	
1n	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870.	1	\$47.00	\$47.00	28.00%	\$13.16	\$33.84	\$33.84	0527	
1o	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	1	\$330.00	\$330.00	28.00%	\$92.40	\$237.60	\$237.60	0527	

<b>Net Total</b>	<b>\$6,355.44</b>
<b>Estimated Tax</b>	<b>\$0.00</b>
<b>Estimated Freight</b>	<b>\$0.00</b>
<b>Grand Total</b>	<b>\$6,355.44</b>

Capital Improvement Expenditure Request Form

Date Requested: February 6<sup>th</sup>, 2024

Department: Highway

Department Head: Jim Olson, P.E.

Capital Improvement Request: Interior and exterior light replacement at the Osage Shop

Request Amount: \$4,391 – Cummings Electric, Prazee

EXPLANATION OF THE REQUEST

Purpose/Need: Currently all the lights within the shop are fluorescent. Many of them are no longer working due to burnt out bulbs or malfunctioning ballasts. Two of the three exterior lights are no longer functioning as well.

Savings Achieved (Dollar Amount/Time/ Efficiency): By replacing the fluorescent lights with LEDs we should see an energy savings as well as a better lit area.

Are There Sufficient Funds In Your Budget? Yes

Was This In Your 5-Year Capital Improvement Plan? We budget for miscellaneous expenditures and repairs for all of the Highway shops.

Action Taken (If different than request):

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

Cummings Electric, LLC  
18060 County Highway 31  
Frazee, MN 56544  
(218)457-2443  
jlecummings@gmail.com



# Estimate

**ADDRESS**  
Becker County Highway  
Department

**ESTIMATE # 1235**  
**DATE 01/30/2024**

ACTIVITY	QTY	RATE	AMOUNT
Change out lights in Osage shop to LED			
<b>Sales</b>		0.00	0.00
LED 4' lamps	176	0.00	0.00
<b>Sales</b>			
55 watt wall pack	3	0.00	0.00
<b>Sales</b>			
flood light above fuel barrel	1		0.00
<b>Sales</b>			
			4,391.00

SUBTOTAL	4,391.00
TAX	0.00
TOTAL	<b>\$4,391.00</b>

Accepted By

Accepted Date





**Electrical Contracting**

January 9, 2024

Becker County Highway  
Osage Shop

Exterior work

\* Labor and material to replace 3 exterior HID wall packs with 112 watt LED fixtures.  
\* \$1350.00

\* Replace incandescent flood light over exterior fuel tank with LED wall pack,  
\* \$245.00

Interior work

Labor and material to retrofit 10 nonworking 4 light, 4 foot fluorescents with 4 foot LED lamps  
And replace damaged Exit/Emergency light.  
\$1350.00

OR

Labor and material to retrofit 44 existing 4 light, 4 foot fluorescents to 4 foot LED lamps.  
(Basically all the high shop lights)  
Replace damaged Exit/Emergency light  
\* \$5400.00

Prices valid for 90 days

Thank you

Bruce Gosnell

Tom \$6,995

**If it's electrical . . . We can do it.**

**Becker County Planning Commission  
December 20<sup>th</sup>, 2023**

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

Chairman David 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 October 25<sup>th</sup>, 2023, meeting. Skalin second. All members in favor. Motion carried.

Chairman David Blomseth explained the protocol for the meeting and stated that the recommendations of the Planning Commission will be forwarded to the County Board of Commissioners for final action.

**New Business:**

1. **APPLICANT: Soo Pass Ranch Inc; Lake Sallie Homes, LLC** 900 Wayzata Blvd E Suite 130 Wayzata, MN 55391 **Project Location:** TBD Lake Ridge Ln Detroit Lakes, MN 56501 **LEGAL LAND DESCRIPTION:** Tax ID Number: **19.0320.000, 19.0338.002, 19.0338.001, and 19.1433.000** Sections 16 & 17 Township 138 Range 041; 16-138-41 GOVT LOT 5. GOVT LOT 6 LESS S 34.75'. LESS 1.06AC (PT 19-321-1).; PT GOVT LOT 1; BEG AT MOST WLY COR OUTLOT A OF LAKERIDGE PLAT TH N 24.56', NW 164.85' TO LK, SWLY AL LK 100', & E 200.62' AL N LN OF OUTLOT A TO POB.; N 600 FT OF LOT 1 EX .40 AC TR.; LAKERIDGE Block 001 OUTLOT A. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit for a Shoreland Conservation Subdivision consisting of sixteen (16) units.

Scott Walz with Meadowland Surveying presented the application. He explained that this would be a sixteen (16) unit common interest community. The developer hired an engineer to make sure a road and houses could get in there without massive amounts of dirt work or doing any damage to the bluff. He stated there will be sixteen (16) storage units, so each house will have a storage unit.

Because We Fest has their own septic system that is connected to the City of Detroit Lakes', they asked the city if they could connect this development to that as well. The City wants to do a feasibility analysis to ensure that the system can handle it, if so, they have no issues. If they are unable to connect, there would be a centralized septic system for the homes. Walz also stated that the city said there should be no reason they can't connect to the city water. If for some reason they couldn't, there would be a couple of shared wells put in. Walz commented that this went through the Tech Panel and there were no concerns.

47  
48 Jepson asked about the geo-testing mentioned in the letter from the Pelican River Watershed.  
49

50 Vareberg said that the Pelican River Watershed District (PRWD) suggested geo-testing, but it  
51 was not required.  
52

53 Bruce and Pam Paskey, neighbors, spoke and shared the history of their property and the  
54 problems with the bluff. They shared their concerns that their property could be negatively  
55 impacted by this development. They wanted to make sure the members were aware of the issues  
56 with the bluff and said they don't think a thirty (30) foot setback on a bluff that is sinking is  
57 enough.  
58

59 Lindow asked when the slip with the bluff occurred.  
60

61 Paskey said the major one was in 2015, but issues with the bluff started in 1995 when a neighbor  
62 started shaving out the hill to move the road. They requested that a decision be delayed until soil  
63 testing could be done, so they could know their property won't be affected.  
64

65 Birch Burdick, President of the Melissa-Sallie Lake Association, spoke on behalf of lake  
66 members who are concerned about changes to the lake. He said he is not there to oppose the  
67 development but asked that they consider the recommendations of the PRWD letter. He also  
68 mentioned PRWD had concerns with soil testing and an interest in a conservation easement  
69 along the bluff. He thinks the easement would be a good idea to ensure that no one down the line  
70 tries to develop it in a way that could endanger that area.  
71

72 Brian Saunders, Lake View Township supervisor spoke regarding the road going into the  
73 property as being a private road, and that the township wants it build to county specs before they  
74 will take it over. He said Walz told him it would be a Class B County Road.  
75

76 Okeson said Class C would also work in an area like that.  
77

78 Okeson asked Walz if any soil borings have been done.  
79

80 Walz said no. He stated that the bluff is a ridge. That all work is being done on the back side. He  
81 said the top of the bluff is higher than where any house will be, so no weight is being put on that  
82 ridge. He said no borings have been done and there weren't any plans to do so, but they will if  
83 the board recommends it. He also commented that the PRWD's concern is for water quality.  
84 They don't want any part of the bluff entering the lake again. He commented that they are not  
85 soil experts, they just want to make sure the lake is safe.  
86

87 Skalin asked if it is correct that soil borings are intended to control risk on the developer, and  
88 stated that soil borings don't mitigate risk, they just show that the developer took all the steps in  
89 development.  
90

91 Walz said the engineer has done all the preliminary engineering, and that if they think they need  
92 borings, then they will be done.

93  
94 Jepson asked Vareberg if there were soil experts at the Tech Panel meeting.  
95

96 Vareberg said yes, Ed Clem and Jon Olson.  
97

98 Vareberg asked Phil Hansen if this project was discussed at the PRWD meeting earlier that  
99 morning.  
100

101 Hansen said it was discussed briefly in regard to the lots and the conservation easement along the  
102 bluff.  
103

104 Vareberg asked if it was discussed that the bluff wasn't developable by any ordinance. He said  
105 it's against the law, so why would you put an easement there. By law, nothing can be built there  
106 anyways.  
107

108 Hansen said it was just general conversation that the meeting was happening that night and that if  
109 there was seriousness about the easement, maybe they could help financially. It was just a  
110 discussion.  
111

112 Vareberg said the ordinance is there to protect the slope.  
113

114 As there was no one else to speak for or against the application, testimony closed.  
115

116 All letters regarding this application were received and read before the meeting and are entered  
117 into record below:  
118

Hi Nicole,

Here are the PRWD's comments for the BOA Meeting on December 20, 2023.

**Applicant:** Soo Pass Ranch Inc. Lake Sallie Homes, LLC **Project Location:** TBD Lake Ridge Lane, Detroit Lakes

**Comment:** PRWD recommends when considering a conservation subdivision for this property, it was discussed at the Environmental technical review panel meeting to recommend including a special protection conservation easement on the bluff area (the toe of the bluff to the top of the bluff- bluff impact zone), and to conduct additional soil testing (Geo-Technical) as this area in the past has had structural slumping issues (see attached photo below).

Thank you,

**Gina Kemper**

*Permitting/Water Resource Coordinator*

Pelican River Watershed District

Wells-Fargo Bldg – Suite 201

211 Holmes Street West

Detroit Lakes, MN 56501

**E-mail:** [prwdpermit@arvig.net](mailto:prwdpermit@arvig.net)

**Website:** [www.prwd.org](http://www.prwd.org)

**Phone:** (218) 846-0436

**From:** Doug Christians

We have been on Lake Sallie for 47 years and we are totally against this development. You state that the aquatics will not be disturbed which is totally false. With 16 proposed units with each having its own dock how can it not be. That area is a reproduction area for ducks, geese, loons, crappie, northerns, walleyes, well you get my meaning. This is completely a way for the owner to make more money. His We Fest attendance has gone down so now he doesn't need this for camp sites. It will not help the area it will only harm the environment.

I hope you will pass this onto the board as I cannot be at the meeting.

Hall asked if it would fall on the developer if there were to ever be an issue.

Jepson said she had thought about that as well and was wondering who would be liable.

Vareberg stated that there's nothing stopping them from creating lots there right now. He said it's buildable by ordinance.

Ailie said if you're going to develop it, this is the way to do it.

Jepson said she thinks it would be a stretch to say the County would be liable.

Lindow asked what we need to do to protect the County.

Skalin said the risk is on the builder.

Aho stated that if the Board always worried about being liable, then they couldn't ever proceed with approving projects.

Vareberg commented that that is the purpose of having findings of fact.

Lindow said he thinks it's a good project, but he has concerns for the neighbor's houses.

Disse said he was on the Board when the first house slipped. That the issue was the fact that the house wasn't built right. He stated that these people will do what they need to do to do it right, and that is why they hired an engineer. The engineer is an expert.

**MOTION: Disse motioned to approve the application as presented.**

**Vareberg suggested they schedule a special meeting to consider findings of fact drafted to be consisted with the recommendation of the Planning Commission and to be included with the recommendation to the County Board.**

**Jepson asked if this could wait to come before the County Board till the second meeting in January.**

Disse motioned to approve the application as presented with the condition that they schedule a special meeting to consider Findings of Fact to be consistent with the motion and for those findings to be included with the recommendation to the County Board at their meeting on January 16<sup>th</sup>, 2024.; Aho Second.

Roll Call; Aho, Disse, Bowers, Blomseth, Moritz, Ailie, Seaberg, Skalin, Mattson, and Hall in Favor; Lindow opposed. Motion Carried.

2. **APPLICANT:** St. Claire Family Revocable Living Trust 28128 272<sup>nd</sup> Ave Callaway, MN 56521 **Project Location:** 28128 272<sup>nd</sup> Ave Callaway, MN 56521 **LEGAL LAND DESCRIPTION:** Tax ID Number: **04.0214.000** Section 36 Township 141 Range 041; SW1/4 OF SW1/4 LESS 7.50 AC IN SW COR. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit for retail sales.

Robert and Cindy St. Claire presented the application and stated that they are looking to build a commercial kitchen. They said they are in the planning phase right now.

Jepson asked if they were just looking for permission to build a bakery.

Blomseth asked if this was going to be wholesale or retail.

St. Claire said it would be both as well as having an area for refinished furniture.

As there was no one to speak for or against the application, Testimony Closed.

There were no letters received regarding this application.

Skalin said he has no concerns with this application.

**MOTION:** Skalin motioned to approve the application as presented. Ailie second. **Roll Call; All in favor. Motion carried.**

3. **APPLICANT:** Kohl D Skalin & S J Askelson 21783 Cozy Cove Rd Detroit Lakes, MN 56501 **Project Location:** 25101 Co Rd 149 Detroit Lakes, MN 56501 **LEGAL LAND DESCRIPTION:** Tax ID Number: **08.0056.002** Section 04 Township 139 Range 041; 4-139-41 PT GOVT LOT 5: COMM NW COR SEC 4, S 422.32', ELY 338.47' TO POB; N 394.6', E 328.53', S 367.54', WLY 331.25' TO POB. TRACT B. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Change of Zone from Agricultural to Residential.

209  
210  
211 Kohl Skalin presented the application and explained his desire to be able to split the lot in two if  
212 and when he decided to. He commented that this request was approved in the past at the Planning  
213 Commission but denied at the County Board. However, he stated that a precedent has been set  
214 this year with a Change of Zone approval off of Highview Oaks Rd in Richwood Township.

215  
216 Seaberg commented that she was on the board before when he requested, and it was being  
217 considered spot zoning at that time. However, she stated that things have come a lot further since  
218 that time and there are more people trying to find more places to live outside of town.

219  
220 Skalin said that not everyone can afford large lots.

221  
222 Ailie said there is a need to have lots that are more affordable to build on.

223  
224 Jeff Lewis, neighbor, spoke. He said his property is a nice spot because while he has neighbor's  
225 he can't see them on his six (6) acre piece. He said developing small parcels will defeat the  
226 purpose of why people bought land out there. He is also worried about how it will affect the  
227 value of his property.

228  
229 Scott Walz spoke and said this is not true spot zoning. He said it is about the use and the use in  
230 that area is residential. He also commented that there is no record of devaluation, and that values  
231 tend to go up as things develop in an area.

232  
233 As there was no one else to speak for or against the application, Testimony closed.

234  
235 Letters received were read by the members before the meeting. The letters are regarding both  
236 applicants three (3) and four (4), and are entered below for both:

237  
In regards to the rezoning from ag to residential request from Eric Hoban and Kohl Skalin which I assume is to reduce lot  
size to allow more housing development I STAND OPPOSED.

This peaceful neighborhood in my opinion is already starting to get overcrowded and I would hate to see the loss of  
more Agricultural property.

Thank you  
Charles and Carrie Amundson

238  
239  
I Greg gilbertson have lived on cty 149 since 1979 have never been against changes as long as they have been by the  
rules that exist but now someone wants to change the rules just to benefit them selves both of them knew the zoning  
when they bought the property. I am totally against this new plan

240  
241  
242 **From:** Brent Gilbertson

I am writing regarding the request per kohl skalin and Eric Hoban. I own nearby property and rent several nearby pieces for agricultural production.

It is my belief that these parcels should remain agricultural. I've resided here over 30 years and have seen the increase in many new homes and neighbors. I have no desire to slow progress or impede on somebody else's rights to treat their property how they see fit. However we are strictly agriculture and rural out here and I believe we already have good use requirements that are intended to maintain our zoning status. I'm guessing the request to change that is for the ability to sell smaller parcels of land. I feel in our area a 2.5 acre lot is small enough. I don't think we need to start breaking off already small parcels of land/change zoning/; and then sub divide them smaller yet. Perhaps the day will come when our community needs that but for now we are far enough out from the city and residential areas that I think it's best to follow the regulations that are already in place and have served us well for many years. Thanks

Hello,

This is in response to the request to change the zone from Agriculture to Residential for parcels 08.0055.003 (Eric Hoban & Alissa Hoban) and 08.0056.002 (Kohl D Skalin & SJ Askelson).

We **DO NOT** want these parcels to be zoned residential. This area is an agriculture area. Our neighboring property is part of our active dairy farm operation. We currently are using the land for raising crops but have in the past, also used portions of the land for pasture. We have no plans to stop farming. We also enjoy our land for hunting and for its generally quiet, peaceful space.

Traffic is not safe on County Road 149 and it is especially dangerous on the corner of County Road 149 and Cozy Cove Road. Increased population and more driveways will only make this more dangerous. I also would question the safety of the wetland areas in this area due to the increased septic systems that would be installed.

Please consider the needs and safety of the long-time neighbors of this area and do not approve the change to residential.

Thank you,

Jeramie W Jacobson & Kathy M Jacobson

Owners of parcels 080087001 & 080089000

24606 County Hwy 21

Detroit Lakes, MN 56501



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**From: ZURN SHOP**

I live on County highway 149 and am reaching out about what Skalin and Hobin are requesting to get their property zoned residential.  
I am against zoning it residential. I don't see their reasoning. I chose to live in what I consider the country for a reason. If you want the city life, move to the city. We are 5.5 to 6 miles out of town and I really don't know why anyone on our road would like to see something get developed into lots under the minimum amount of acres that is the current standard. I understand that they own the land and assume they are looking to lot it off to make money but I see no reason to zone it residential. Why zone it residential when everything around it is ag. It is an ag community. We do not need to turn the country into a city.

Jepson asked about the size of the lot to the North of County Road 149.

Vareberg said it's approximately eighty (80) acres.

Hall commented that this is where things are going to expand, and that the bulk of it will likely be residential. He said he thinks this is a smart and reasonable request.

Jepson agreed.

Vareberg commented that regardless of lot size, all lots must have a minimum of eighty-five hundred (8500) square feet of buildable area.

**MOTION: Aho motioned to approve the application. Hall second. Roll Call; Aho, Disse, Bowers, Blomseth, Moritz, Ailie, Seaberg, Lindow, Mattson, and Hall in Favor. None opposed. Skalin did not vote. Motion carried.**

**4. APPLICANT: Eric Hoban & Alissa Hoban** 21820 Whitetail Trl Detroit Lakes, MN 56501 **Project Location:** 25155 Co Rd 149 Detroit Lakes, MN 56501 **LEGAL LAND DESCRIPTION:** Tax ID Number: **08.0055.003** Section 04 Township 139 Range 041; PT GOVT LOT 5: COMM NW COR SEC 4, E 666.63' TO POB; S 602.60' E 343.98', N 590.53', W 324.80 TO POB. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Change of Zone from Agricultural to Residential.

Kohl Skalin presented the application and explained that Hoban's desire is to be able to create lots smaller than two point five (2.5) acres in size if he chooses to do so.

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

Letters received regarding this application were for both applicants three (3) and four (4) and are entered under the minutes for applicant three (3).

**MOTION: Ailie motioned to approve the application. Moritz second. Roll Call; Aho, Disse, Bowers, Blomseth, Moritz, Ailie, Seaberg, Lindow, Mattson, and Hall in Favor. None opposed. Skalin did not vote. Motion carried.**

**Other Business:**

**I) Call for Special Meeting and set date and time:** Hall called for a Special Meeting to discuss a Planning Commission Member's conduct and for a recommendation for removal.

Blomseth asked if he wanted to add that to the agenda of the special meeting to consider Findings of Fact.

Hall said yes.

Vareberg asked if they could schedule that special meeting before adjourning.

**It was decided to schedule the Special Meeting for January 9<sup>th</sup>, 2024, to discuss the Planning Commission Member's conduct and recommendation for removal and to consider Findings of Fact consistent with the motion for Applicant one (1).**

**II) Tentative Date for Next Informational Meeting: January 24<sup>th</sup>, 2024; 8:00 am; 3<sup>rd</sup> 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. Skalin second. All in favor. Motion carried. The meeting adjourned at 7:18 pm.**

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**David Blomseth, Chairman**

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**Jeff Moritz, Secretary**

ATTEST

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Kyle Vareberg, Zoning Administrator

**Becker County Planning Commission – Special Meeting**  
**January 9<sup>th</sup>, 2024**

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

Chairman Dave Blomseth called the Planning Commission Special meeting to order at 8:00 am. Becker County Zoning Technician Nicole Bradbury recorded the minutes.

Chairman Dave Blomseth clarified the intent of the meeting, which was to consider findings of fact drafted by staff and counsel to be consistent with the motion made on December 20<sup>th</sup>, 2023, regarding the Soo Pass Ranch/Lake Sallie Homes application and to consider removal of a member for non-performance of duty or misconduct in office. He stated there would be no public comment allowed for this meeting.

First Order of Business: Findings of Fact

The proposed findings were as follows:

## FINDINGS, REPORT AND RECOMMENDATION

1. By Application completed November 28<sup>th</sup>, 2023 (the “Application”), Soo Pass Ranch Inc has requested a Conditional Use Permit (“CUP”) to allow for a Shoreland Conservation Subdivision Development containing 16 units on approximately 32 acres of land (to be subdivided from original tract of land) located generally in Government lot one of Section 17 and Government lots five and six Section 16, Township 138, Range 041 in Becker County.
2. Chapter 8, Section 11 of the County Zoning Ordinance identifies the decisional criteria that apply to CUP requests. Subpart F of this Section indicates:

No conditional use shall be recommended by the County Planning Commission or granted by the Board of County Commissioners unless the Commission or the Board shall find that all of the following criteria are met:

1. **Affect on surrounding property.** That the conditional use will not harm the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the immediate vicinity.
2. **Affect on orderly, consistent development.** That establishing the conditional use will not impede the normal, orderly development and improvement of surrounding vacant property for uses predominant in the area.
3. **Adequate facilities.** That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
4. **Adequate parking.** That adequate measures have been or will be taken to provide sufficient off-street parking and loading spaces to serve the proposed use.
5. **Not a nuisance.** That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so none of these will constitute a nuisance, and to control lighted signs and other lights so that no disturbance to neighboring properties will result.
6. **Additional criteria for shoreland areas.** In Shoreland areas, it shall be found that adequate measures have been or will be taken to assure that:
  - a. **Pollution.** Soil erosion or other possible pollution of public waters will be prevented, both during and after construction;

- b. **View from public waters.** That the visibility of structures and other facilities as viewed from public waters will be limited;
  - c. **Adequate utilities.** That the site is adequate for water supply and on-site sewage treatment; and
  - d. **Watercraft.** That the types, uses, and number of watercrafts that the project will generate can be safely accommodated.
- 3. The Application came before the Planning Commission at its meeting on December 20<sup>th</sup>, 2023. The Commission conducted the public hearing required by law and took extensive testimony from the applicant and interested parties. The Commission also received written documentation and written testimony.
- 4. Based on review of the documentation submitted and the testimony provided, the Commission recommends to the County Board that it approve the CUP request for the following reasons:
  - 1. **Affect on surrounding property.** That the conditional use will not harm the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the immediate vicinity.

Testimony given during the public hearing regarding the use and enjoyment of property included concerns for bluff slumping and geo-technical testing. Pictures and testimony provided showed previous bluff slumping in the past on the front side of the slope.

Meadowland Surveying, Owner, Scott Walz indicated construction will be on the back side of the slope ensuring no weight from construction will be on the ridge, and preliminary engineering has been conducted. Also, a house plan, grading plan, and stormwater management plan has been created for each individual unit to minimize any disturbance and accommodate each unique site. Becker County Planning & Zoning also held a meeting with the Environmental Review Technical Panel where geo-technical testing was discussed but not required. The Commission finds through preliminary engineering and further engineering involvement the construction of the sites will not negatively impact or harm the current state of the bluff. The Commission requests as a stipulation that the applicant further consult and agree to contract with an engineering firm for project development regarding the bluff and slope stability.

Testimony was also received indicating a disturbance to the aquatic area for birds and fish. The Commission does not find this project to disturb the area beyond the permissible residential use in the immediate vicinity. Nearly the entire project shoreline will remain in its natural state with one location for docking to be approved by the Minnesota Department of Natural Resources (DNR) which will minimize any potential for unnecessary levels of disturbance.

2. **Affect on orderly, consistent development.** That establishing the conditional use will not impede the normal, orderly development and improvement of surrounding vacant property for uses predominant in the area.

The applicant plans to subdivide the current tract of land if approved to provide 32 +/- for the application. The remaining vacant land surrounding and adjacent to the application is owned by the applicant and is currently used as camping for spaces for a permitted country music event known as "We Fest".

3. **Adequate facilities.** That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

If the applicant cannot acquire public utilities for sewer and water from the City of Detroit Lakes, then both septic systems and wells will be installed according to Minnesota Rule and all other applicable rules and ordinances. The site is determined to have adequate space, elevations and setbacks for both septic systems and wells. The applicant is proposing an access road to the property off of Lakeridge Lane. During the public hearing, Lake View Township Supervisor, Brian Saunders stated the Township is requesting the proposed road be built to County Road specifications prior to the Township accepting maintenance requirements of it. The applicant has agreed to build the road to Becker County Class "B" Road specifications. Drainage and a storm water pollution prevention plan (SWPPP) will be engineered to meet or exceed the Pelican River Watershed Districts (PRWD) requirements and the Minnesota Pollution Control Agency (MPCA) requirements. If any other state or local ordinances apply, then the applicant shall also meet or exceed them as well. Electricity and natural gas are accessible on the property. No other necessary utilities are known currently.

4. **Adequate parking.** That adequate measures have been or will be taken to provide sufficient off-street parking and loading spaces to serve the proposed use.

Parking is available at each individual residential site. The project plan also includes indoor storage located within the commonly owned area.

5. **Not a nuisance.** That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so none of these will constitute a nuisance, and to control lighted signs and other lights so that no disturbance to neighboring properties will result.



- b. **View from public waters.** That the visibility of structures and other facilities as viewed from public waters will be limited;

Written and oral testimony received suggested the project provide a conservation subdivision easement. The Commission finds through the existing Becker County Zoning Ordinance requirements for bluffs and steep slopes and deed restrictions and or covenants will ensure the non-buildable bluff area will remain in a vegetated state. This will ensure a very limited view of the units from the public water. The proposal also includes only tier two development which is more than three times the required setback from the public water. This extensive distance will also limit the view from public waters.

- c. **Adequate utilities.** That the site is adequate for water supply and on-site sewage treatment; and

Existing public utilities are in the vicinity of the application. The site is determined to have adequate space, elevations, and setbacks for both septic systems and wells should the application not utilize the existing nearby public utilities.

- d. **Watercraft.** That the types, uses, and number of watercrafts that the project will generate can be safely accommodated.

Docking is proposed at the north end of the project where there is a flat accessible area. The number of units was approved by the Becker County Board of Adjustments with a variance for 16 watercraft which is equivalent to one per unit. Dock location will be finalized with the assistance of the Minnesota DNR.

25  
26  
27 The members reviewed and discussed each item.

28  
29 There was discussion on who regulates docking, slip numbers, and buoys.

30  
31 Vareberg clarified that docking location and slip numbers are regulated by the Department of  
32 Natural Resources (DNR) for the most minimal impact to vegetation in an area. He also stated  
33 that the Becker County Sheriff's Department is the agency in charge of setting buoys.

34  
35 Blomseth referenced an email that was received the night before and is entered below:  
36

Dear Becker County Commissioners:

We, Bruce and Pam Paskey, are writing this letter to share our concerns that we have regarding the proposed Lake Sallie Development.

We have lived in our house on Lake Sallie since 1995. Our property address is 24958 Lake Ridge Lane, Detroit Lakes, MN. Our property on Lake Ridge beach is adjacent to the proposed development. If you access the proposed development property through WeFest and drive along the path, it all looks great. However, if you view the property from Lake Ridge Lane, it doesn't look so great. From up on the bluff, to down on the lake side, there are two different pictures of what is going on with this piece of land. We feel that the area below the bluff is being OVERLOOKED, and would like to share some history and pictures with all of you.

Please click on the following links for historical pictures of the bluff:

<https://acrobat.adobe.com/id/urn:aaid:sc:US:f221121d-6074-4d1a-a4d4-cb3c31d7ba62>

<https://acrobat.adobe.com/id/urn:aaid:sc:US:de004e84-7755-45f9-978a-f9df93bb0727>

We are not opposing the project itself, but because of our concerns, we, as taxpayers, are reaching out to the you, the County Commissioners.

In 1998 or 1999, our neighbor, one lot to the south of us, had to move his house to higher ground as it was sliding toward the lake. Refer to the second link, second photo. What does this have to do with this Lake Sallie Bluff development? WE DO NOT KNOW, BUT WE DO HAVE MANY CONCERNS.

Also in the late 1990's, the lot to the north of our house also started to sink and slide into the lake, which caused a large sinkhole. Refer to pictures in both of the links. This sink hole is **20 yards from our house**. The dimensions are 40 yards wide x 40 yards long, and approximately 20 feet deep. This sinkhole is directly BELOW the bluff where there are 3 or 4 proposed houses. As you can see in the photos, the shoreline upheaval is from slope slumping- not ice push.

Please note in the letter from Dick Hecock, dated July 25, 2000: "Sediment is carried down through the depression left by the second slump, exposed clay beds continue to be dispersed into the Lake, the raised shoreline continues to cave into the lake, the slump scar continues to collapse..... There is no doubt that we have a significant erosion hazard to Lake Sallie.... The County and the State have been unsuccessful in attempts to correct the situation..... a plan for site stabilization....."

Our questions:

1. What caused this area to sink and slide into the lake
2. Is the soil up on top of the bluff stable? Will there be issues with the land down below if the land up top is altered?
3. What measures did the County take to correct the situation?

There is an old saying: "If you poke a sleeping bear enough- it will wake up"

Our concern is, that once this land is altered, with all the vibrations from the heavy equipment, the digging, the weight from concrete, etc., is this going to "wake up the OLD BEAR" next to us? Again, WE DO NOT KNOW, BUT WE DO HAVE MANY CONCERNS.

Lot # 8 of this development is on top of the bluff. Approximately 100 yards to the north of the sink hole, on the lakeshore area, there is an artesian well. This well is approximately 10 yards from the water's edge. The well was capped prior to 1995 when we built our house. In the past, I have noticed open water, for approximately 75 yards, in the front of the well, along the shoreline. To the best of my knowledge/memory, there has been open water along this area many, if not every winter.

Another concern: where is this water coming from? What is going on inside the bluff? Is there something inside the bluff contributing? Again, WE DO NOT KNOW, BUT WE DO HAVE MANY CONCERNS. Is there another sleeping bear in this area?

We do not have the answers, but there are experts that can provide the answers to our questions/concerns. Soil experts, geological experts, geotechnical experts. Extensive soil testing to assure that land is stable, would hopefully prevent any future issues with this WHOLE area, not just the land of the top of the bluff where there are houses are planned.

We are requesting that the County be PROACTIVE here, rather than reactive with this project, with the hope that problems could be avoided.

With the technology available, we are wondering why the County would not want to recommend geological sampling. We are also wondering if the engineer responsible for this project specializes in soils or geological engineering.

We are not the experts here, however, having lived here for 30 years, we have witnessed what has been going on with these properties on Lake Ridge Beach.

We would live to have more assurance than what we now have; that our land and property will NOT be affected by this project, in the event that these areas do have issues again. If there are issues, who is responsible and who do we take legal action against?

This is not only for our sake, but also for the Developer's sake, Lake Sallie residents' sake, and any future residents.

We would be happy to answer any questions you may have, explain pictures, etc. We feel the pictures do need explanation to give a complete understanding of our concerns.

We are requesting:

1. That all of you come out to our property and walk around with us.
2. That extensive geological soil testing be done prior to approval of this project
3. That voting on this project be delayed until you have visited with us out at our property
4. That voting on this project be delayed until the proper soil testing is done
5. That this email is included in the meeting agenda for January 2, 2024. We were under the impression that this meeting was going to be delayed until January 16, 2024, per discussion at the Planning & Zoning Committee meeting on December 20, 2023.

Bruce cell: 218-849-4637

Pam cell: 218-849-4627

Sincerely,

Bruce and Pam Paskey





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Vareberg stated that after the December 20<sup>th</sup>, 2023, meeting that We Fest consented to work with Braun Intertec to consult on the geologic concerns.

**MOTION: Seaberg motioned to approve the Findings without changes; Aho Second. All in Favor. Motion Carried.**

Second Order of Business: Consider removal of a member for non-performance of duty or misconduct in office.

Brian McDonald, County Attorney, stated that there is no case law interpreting this. He said he only generally knows the allegations, not the specifics, and that he thinks misconduct would be things more serious such as embezzlement or voting on things you have personal gain in. He stated that he is not a voting member and just advises that whatever decision the board makes, that it is documented thoroughly.

Jepson asked McDonald if as far as he knows of the allegations, does he see misconduct.

McDonald said from what he has heard, it seems to be more of a personal character attack, and that he would interpret the ordinance to mean criminal misconduct.

68 Hall spoke and shared the following:  
69

Per the Becker County Zoning Ordinance dated April 5<sup>th</sup>, 2022, in chapter two (administration), section two, letter C, the Commission may call for the removal of any member for non-performance of duty or misconduct in office. Per chapter eleven (definitions), section one, letter A, Certain words or terms used in this Ordinance shall be interpreted according to the following rules: A. Whenever a word or term defined in Section 2., below, appears in the text of this Ordinance, its meaning shall be construed as set forth in such definition. If no set definition is given in the Ordinance, the word may be interpreted according to the dictionary definition. Neither non-performance of duty or misconduct in office are defined by the Becker County Zoning Ordinance.

According to the Merriam-Webster dictionary misconduct is defined as:

1

: mismanagement especially of governmental or military responsibilities

2

: intentional wrongdoing

*specifically* : deliberate violation of a law or standard especially by a government official : **MALFEASANCE**

3

a

: improper behavior

b

: **ADULTERY**

4

: a penalty (as in ice hockey) for improper behavior or abusive language (as toward an official)

And improper as

: not proper: such as

a

: not in accord with propriety, modesty, good manners, or good taste  
*improper* language

b

: not suited to the circumstances, design, or end  
*improper* medicine

c

: not regularly or normally formed or not properly so called

d

: not in accord with fact, truth, or right procedure : **INCORRECT**  
*improper* inference

70

Within the definition located of misconduct the term improper is used to describe behavior. The Commission finds Steve Lindow to have met the definition of misconduct and improper behavior multiple times when acting as a Planning Commission member during the following times:

1. Improper Inference by going to the County board and disputing and objecting the Commission recommendation regarding Zurn Feedlot while acting as an official member of the Planning Commission as stated in the County Board recording on May 16<sup>th</sup>, 2023. Steve Lindow insisted the procedure of the application should have been done differently. He referred as to what the job of Planning and Zoning is and what they did not do and should have done. Steve Lindow recommended the application be tabled. He said this would make a more thorough and better decision in the future. Therefore, he did not follow procedure and publicly disputed the recommendation by the Planning Commission which he is a member of.
2. Improper inference during applications by asking non-relevant questions of the applicant and commission. Steve Lindow consistently asks the same or similar questions expecting a different result or answer. This inference is disruptive to the hearing and how hearings are conducted.
3. Improper language used against Planning Commission Board Chairman. In a conversation at a special Planning Commission meeting held May 16<sup>th</sup>, 2023 Steve Lindow became belligerent and implied the Chairman of the Planning Commission was untruthful and could not be trusted to provide accurate information moving forward. This is improper language used toward the Planning Commission Chairman, an appointed committee official of Becker County.
4. Improper behavior towards applicants not using good manners, see Eric Zurn letter dated Jan. 6<sup>th</sup>, 2024.
5. Improper behavior by refusing to accept direction from the Planning Commission Chairman during hearings which also causes board inference and disruption.
6. Improper behavior by failing to accept information provided by the commission and applicants and is unable to stay within the parameters and procedures of the Planning Commission, again providing more inference.

71 Hall asked if Lindow is really fit to be a member of the Planning Commission and is he a good  
72 representation of the County.  
73

74  
75 Jepson asked McDonald if he had an opinion after hearing that.  
76

77 McDonald said that procedure has been followed in bringing this up, but that he has already  
78 stated his opinion on what he thinks misconduct is.  
79

80 Skalin said he agrees with Hall's statement.  
81

82 Aho said he agrees also. He commented that Lindow does not stick to the purpose of what they  
83 are there for most of the time, and continuously goes off track.  
84

85 Skalin used earlier discussion during the findings as an example when Lindow went off track  
86 about docking after being told that the Department of Natural Resources (DNR) is the regulatory  
87 authority.

88  
89 Jepson said she understands what everyone is saying and that there has been a lot of frustration,  
90 but she wants to look at the word misconduct and doesn't feel there is misconduct. She said  
91 there's frustration and other stuff, but not necessarily misconduct. She feels Lindow's behaviors  
92 could be remedied with more guidance. Because of that, she doesn't feel that she could vote to  
93 remove him for misconduct.

94  
95 McDonald shared procedure stating that whatever is decided today is a recommendation that will  
96 be sent to the County Board for final decision.

97  
98 Jepson said she doesn't want to set a precedent for removing members just because they are  
99 asking a lot of questions or they are asking irrelevant questions if they haven't been given  
100 enough guidance to help them understand more. She said she doesn't know who would provide  
101 that or where it would come from, just that as a Board member, she doesn't think she could vote  
102 to remove him due to misconduct.

103  
104 Skalin asked who is responsible to guide and direct Lindow.

105  
106 Hall stated that the Board Chair has tried multiple times at meetings and Lindow doesn't listen to  
107 direction, and that it continues almost every month.

108  
109 Jepson said she understands and needs to be careful when it comes to removing someone for  
110 misconduct.

111  
112 Seaberg asked Hall to read the the portion of the ordinance again that he read earlier.

113  
114 Vareberg read the part that talks about if there is no definition listed in the ordinance, how it is  
115 interpreted.

116  
117 Mary asked if it even needed to be voted on at the Planning Commission level since he was  
118 appointed by Jepson and the Commissioners voted to approve that appointment.

119  
120 Vareberg stated that a Planning Commission member can call for it to be discussed and voted on.

121  
122 Jepson said she thinks that Lindow asks a lot of questions because he doesn't understand or trust  
123 the Planning and Zoning process. She said she has told him that he needs to trust that the  
124 Planning and Zoning boards are doing their job and what they are supposed to be doing.

125  
126 Aho asked what is their purpose as a board. Do they look at other agencies or the Findings of  
127 Fact. He said its not their job to get involved where other agencies have authority.

128  
129 Hall said their job is not to give testimony, but to listen to testimony and make a decision within  
130 their lane.

131  
132 Blomseth stated that this hearing goes back to misconduct. He said that in all his years on the  
133 Board he was always told that they are bound by state guidelines and have a maximum of sixty



(60) days to judicate. If it falls within that, they can table it. They found out later from McDonald about the one-time rule. As a result, he said after the May Special meeting, Lindow accused Blomseth of being a liar and said he could never believe anything from him going forward. Blomseth said if that is not misconduct, and he can't be removed for that, then why are they there. He said he told Lindow that it was not his guideline. That is was given to him by the County. He said it became misconduct when Lindow approached him like that. He said if that is not misconduct, and he can't be removed by the Board, then why do they even have that ordinance.

Moritz commented that he was on the tail-end of that discussion that day, and that while he didn't hear the full discussion, that it sounded like a personal attack against Blomseth.

Skalin said that speaking against the Planning Commissions recommendation at the County Board meeting May 16<sup>th</sup>, 2023 never should have been allowed. He said if Lindow doesn't agree with the group, why does he want to be a part of it.

Seaberg said she thinks this is more conflict than misconduct. She stated that personality conflicts look bad at the meetings when they happen. She said that maybe he needs to know the ordinance better and ask questions to the Planning and Zoning office and committee members when he doesn't understand.

Jepson said the part in the ordinance about removal of members should be better defined when the ordinance gets updated.

Mattson said that it should be addressed between what happened with Blomseth and Lindow at that meeting, and make their decision on that singular incident. He said if that is what happened, and Lindow went against the Chairman in public, then he would not agree with what Lindow did.

Lindow stated that he's never been told what he's doing wrong other than to hurry up at meetings. He said he thought a lot of his questions were to the point. He said sometimes he tries to put his questions into context so the recipient can better understand what he is asking. He said there are no rules to technique. He thinks he gets a better answer if he frames his questions when asking. He said if he needs to shorten his questions, he can do that. He asked about the December 20<sup>th</sup>, Planning Commission meeting when Hall made a motion to remove him and asked if there was a second.

Blomseth stated that there wasn't a motion. He said it was a request to add it to the agenda for this meeting.

Lindow asked if the Commission can ask for removal if a vote wasn't taken.

Jepson said that's what this meeting is for.

Lindow said the incident with Blomseth seems to be a big deal. He said they were told they had to decide that night about the feedlot because of the sixty (60) day rule. He found out later from McDonald that there's a one-time right to table the application.

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McDonald said he should have spoken up, but even if he had, it probably wouldn't have changed anything because when the County Board met they had already been apprised of that rule.

Lindow said he went to Blomseth because Blomseth said they had to make a decision. He felt that he went to Blomseth in a quiet way, but that Blomseth got upset, and as he walked away he told Lindow that he was repeating what Vareberg said. Lindow said he did not call Blomseth a liar. He said he did not use that word.

Blomseth said it is not what Kyle said, and he showed the group what he reads at every meeting regarding the sixty (60) day rule. He said he tried to explain that to Lindow, and that's when Lindow called him a liar and said he could never believe another word Blomseth says. That referenced sheet is entered below:



## Planning & Zoning

My name is \_\_\_\_\_, and I will open this meeting of the BC Planning & Zoning Committee and ask its' members to introduce themselves starting on my left.

Approve (if any) corrections & additions to minutes from previous meeting

This evenings hearing protocol:

- Introduce any old business that was set aside from a previous meeting
- Introduce new business – which will consist of Conditional Use Permits; Change of Zone and Preliminary Plot Approvals
  - ✓ Ask the applicant to step forward and introduce their application.
  - ✓ I would ask no one in the general audience to direct any comments to the applicant without going through this board.
  - ✓ Sufficient time will be given to those who would like to comment on the application.
  - ✓ After all have spoken we will ask the admin staff to read any written correspondence not in our packets.
  - ✓ Then we will close testimony and the board will deliberate.
- This board is one of recommendation to the County Board of Commissioners. Typically, they address P&Z matters between 9:30am on Tue. \_\_\_\_\_
- This Board is bound by state guidelines allowing a maximum of 60 days from the date of the application to approve or deny. If the next hearing date does NOT fall within the 60 days, we will need to judicate on the application this evening. However...the applicant may table their request at any time with no additional fees.
- Please shut of all cell phones and we will begin.

196  
197

198 Lindow said he never called him a liar, but that he talked about trust.

McDonald asked Vareberg if it would be accurate to say that the one-time labeling is generally done through the Planning and Zoning office and not necessarily at the Planning Commission.

Vareberg said historically speaking that is correct.

Seaberg said it was asked of the applicant if he would like to table, and the applicant said no.

Lindow said the Planning Commission had the right to extend.

McDonald said under the law there is a one-time right to table for sixty (60) days, that he failed to bring that up to the Planning Commission at that meeting, and said he has acknowledged that fact numerous times.

Skalin said that isn't why they are there. It's not the discussion point.

Lindow said it's for them to understand where he is coming from. He said he thought the Planning Commission had the right to extend that time period, but then was told they didn't have that right. He said he did not use the word liar, nor does he use that word. He apologized to Blomseth if he took in a way that Lindow did not intend for it to go.

Lindow, in regard to him going to the Board, said Barry asked him if he was there representing himself or if he was there representing the Planning Commission. He said he told them both. The part of him representing the Planning Commission was that he wanted to correct the thing they were told about needing to make a decision that night. He said that was new information.

McDonald told Lindow that he had made it very clear to him that he, McDonald, had failed to bring it up, and that at no point he blamed the Commission or the Chair. McDonald said he was just stating it was a legal option he hadn't thought of.

Lindow said he did not try and sway the board to go a certain direction. That all he did was explain what he thought they had as a right to do. He said he's not saying anything bad about what McDonald tried to do, but that as far as the Commission goes, they were told something that was not accurate. He said they had the ability to change the time frame in which they had to meet and he wanted to explained that to the County Board. Lindow said it had nothing to do with going against what the Commission's vote was. He said it was a piece of information that came up, it was new. He said he was waiting till the end of testimony to bring it up in hopes that Jepson, Okeson, or Vareberg would mention it at the Board meeting. He said it wasn't brought up so he waited till the end and spoke, so that he could correct that error.

Jepson said there is a lot that has been brought up about one incident and that it should have been addressed several months ago. She said if you were going to look at these incidents as misconduct, then they should have been addressed several months ago. She said there was no conversation when it occurred like the one today, and that it should have been brought up at that time.

Aho said that he brought it up at a meeting that if Lindow didn't want to follow the guidelines, that he should step aside, but noted that Jepson wasn't at that meeting.

Hall told Jepson that he contacted her a long time ago and that her advice was to give it a little more time. Hall said this is the one incident that he thinks blatantly breaks that rule. He said there have been many others, but this is the one that really crosses a line.

Jepson said that misconduct wasn't brought up at that time. She said yes, it was frustrating and inappropriate, but that being frustrated doesn't mean accusing someone of misconduct.

Disse said this isn't the first time someone has been removed. He said the County Commissioners have removed two (2) people. He said this was a long time ago, but that a former Zoning Administrator and two (2) Commissioners had two (2) people removed. Disse asked Lindow to not bring things up over and over, and to get to the point during meetings.

Lindow, in regard to when he went to the Board, said that he waited till the end and then felt forced to say something at that point. He also wanted to mention to the Board a conversation he had with a conservation officer right before the feedlot meeting. He said the conservation officer told him that he is the one to determine if something is safe or not regarding shooting on the property. Lindow said he also went to the Board to bring up his thoughts that a tech committee should meet regarding an issue that big. He said that he did not go there to change the vote. He went there to change the three points he made and to add to the conversation, so that they had a better context on what they were going to do. He said he did suggest sending it back to the Planning Commission, but that Nelson said he didn't like people telling him what to do. Lindow said it was presented as an option, and that's all it was.

Jepson said she had talked with him before and explained that once a decision is made by the Planning Commission that is what it is, and that if he has further concerns that needs to go to Vareberg or Blomseth, because they are the ones who speak on behalf of the Planning Commission.

Lindow asked that if he had presented Vareberg or Blomseth with the new points if they could have brought it up to the board.

Jepson said yes.

Mattson said that him and Lindow got on the Planning Commission at the same time and that they need to have faith in the board members and not question them at every point that you get. He said they are not in charge of waterways or guns going off. Those are mute points to the Planning Commission. He said they listen to the proposal and vote on it.

Lindow said he wasn't going there to change the vote. He was going there with new information, and he understands now that wasn't the way to do it. He said at that point he didn't understand he couldn't go to the Board with new information, and that if going to Vareberg or Blomseth is a better way to handle it, then that is what he will do.

291 Skalin asked Lindow, if you go to the Board telling them not to do this process, then are you not  
292 trying to reverse the decision of the Planning Commission. He said Lindow went there to provide  
293 new evidence and new testimony against the project. Skalin said these guys are smart enough to  
294 do their own research. They are capable of reaching out to the County Attorney or asking the  
295 DNR for an opinion.

296  
297 Lindow said that he has a right to defend himself, and that Skalin is being disrespectful.

298  
299 Skalin asked what his reasoning would be to go to the Board and provide all that evidence if it  
300 wasn't to change the vote.

301  
302 Lindow said it was new evidence.

303  
304 Skalin asked if it was evidence to support it or deny it.

305  
306 Lindow said in this case, to deny it.

307  
308 Lindow said if he would have had new evidence to support it, he would have provided that also.

309  
310 Lindow said he's concerned about his due process. He said he had no idea any of this was going  
311 on as a concern.

312  
313 Skalin asked Jepson if she had talked with Lindow about this.

314  
315 Jepson said yes.

316  
317 Lindow said there are a lot of accusations being made, and that he should be given a good  
318 amount of time to answer them.

319  
320 Lindow said that when he started he tried reaching out to Vareberg to find out what his role was  
321 on the Planning Commission. He said he spoke with Bradbury (Hultin) who responded with the  
322 following email:

323

## Planning Commission Questions



Nicole Hultin

To [steve.lindow@yahoo.com](mailto:steve.lindow@yahoo.com)

You forwarded this message on 1/9/2024 10:18 AM.



Hi Steve,

Just following up on our conversation from the other day.

We have several new members on the Planning Commission this year, so Kyle will answer any and all questions at the tour meeting on April 19<sup>th</sup>.

Thanks!

**Nikki Hultin**

Zoning Technician/E911 Coordinator

Becker County Zoning Office

[nicole.hultin@co.becker.mn.us](mailto:nicole.hultin@co.becker.mn.us)

218.846.7314 x 7349

Lindow said since he has started, he has learned that the Pollution Control Agency has control over a lot of things he's concerned about. He said he's learning that if he asks a question and finds out another agency has control, to let it go and move on. He said it would have been nice to know some of this stuff ahead of time. Lindow said he's open guidance. He said Jepson has talked with him to some extent, but that no administrator ever talked to him about what he was doing in his questioning and technique. He said Nelson complimented him at the start of the meeting on how he asks questions, so Lindow thought he was doing an okay job.

Lindow said he should have had something orally spoken to him about how he was doing something wrong, and that if he continued to do it, the procedure should have involved a written reprimand, and then maybe have gotten to this point had he continued. He said there's a due process that should have happened, but it didn't happen. He said he's open to guidance. If he's doing something wrong, he can correct it.

He said he didn't know that everyone had a problem with what he was doing, but now that he knows, he trying to correct it and steer things in a manner acceptable to the group. He said he wants to stay on the Planning Commission. He thinks he brings a lot of good information to the group. He said he has a really good environmental background, and a lot of his concerns are going to be in that direction. He said if they want to write something up stating what he needs to do, that he will sign it. He said he's learned and corrected some of that.

Lindow asked Vareberg to let him know if an issue comes up.

Vareberg stated that is not his role.

Blomseth said that is his role, which he has done at meetings when he asks Steve to ask a question and not to be testifying, but he continues.

McDonald said his recommendation at this point, while already knowing his legal stance, is for the Planning Commission to focus on the interaction between Lindow and Blomseth, and the appearance in front of the County Board. He said his opinion is that asking too many questions or not being focused is not misconduct.

357  
358 **Motion: Hall motioned to remove Lindow from the Planning Commission for all of**  
359 **the above reasons including his testimony today. Ailie Second.**  
360

361 Seaberg said that Hall didn't mention misconduct in his motion.  
362

363 Hall said the misconduct was included in "all the reasons above" including his testimony he  
364 shared.  
365

366 McDonald asked Hall to introduce the documents he shared into record.  
367

368 Those documents previously entered in the minutes are entered into record again below:  
369

Per the Becker County Zoning Ordinance dated April 5<sup>th</sup>, 2022, in chapter two (administration), section two, letter C, the Commission may call for the removal of any member for non-performance of duty or misconduct in office. Per chapter eleven (definitions), section one, letter A, Certain words or terms used in this Ordinance shall be interpreted according to the following rules: A. Whenever a word or term defined in Section 2., below, appears in the text of this Ordinance, its meaning shall be construed as set forth in such definition. If no set definition is given in the Ordinance, the word may be interpreted according to the dictionary definition. Neither non-performance of duty or misconduct in office are defined by the Becker County Zoning Ordinance.

According to the Merriam-Webster dictionary misconduct is defined as:

1

: mismanagement especially of governmental or military responsibilities

2

: intentional wrongdoing  
*specifically* : deliberate violation of a law or standard especially by a government official : **MALFEASANCE**

3

a  
: improper behavior

b  
: **ADULTERY**

4

: a penalty (as in ice hockey) for improper behavior or abusive language (as toward an official)

And improper as

: not proper: such as

a  
: not in accord with propriety, modesty, good manners, or good taste  
*improper* language

b  
: not suited to the circumstances, design, or end  
*improper* medicine

c  
: not regularly or normally formed or not properly so called

d  
: not in accord with fact, truth, or right procedure : **INCORRECT**  
*improper* inference



Within the definition located of misconduct the term improper is used to describe behavior. The Commission finds Steve Lindow to have met the definition of misconduct and improper behavior multiple times when acting as a Planning Commission member during the following times:

1. Improper Inference by going to the County board and disputing and objecting the Commission recommendation regarding Zurn Feedlot while acting as an official member of the Planning Commission as stated in the County Board recording on May 16<sup>th</sup>, 2023. Steve Lindow insisted the procedure of the application should have been done differently. He referred as to what the job of Planning and Zoning is and what they did not do and should have done. Steve Lindow recommended the application be tabled. He said this would make a more thorough and better decision in the future. Therefore, he did not follow procedure and publicly disputed the recommendation by the Planning Commission which he is a member of.
2. Improper inference during applications by asking non-relevant questions of the applicant and commission. Steve Lindow consistently asks the same or similar questions expecting a different result or answer. This inference is disruptive to the hearing and how hearings are conducted.
3. Improper language used against Planning Commission Board Chairman. In a conversation at a special Planning Commission meeting held May 16<sup>th</sup>, 2023 Steve Lindow became belligerent and implied the Chairman of the Planning Commission was untruthful and could not be trusted to provide accurate information moving forward. This is improper language used toward the Planning Commission Chairman, an appointed committee official of Becker County.
4. Improper behavior towards applicants not using good manners, see Eric Zurn letter dated Jan. 6<sup>th</sup>, 2024.
5. Improper behavior by refusing to accept direction from the Planning Commission Chairman during hearings which also causes board inference and disruption.
6. Improper behavior by failing to accept information provided by the commission and applicants and is unable to stay within the parameters and procedures of the Planning Commission, again providing more inference.

Seaberg said she wanted to address one thing which is that it's in the ordinance what their job is. She said it's the Findings of Fact. Those findings are what they have to judicate on. She said when you're told over and over that it's the issue of another agency, you need to learn that. She said she learned it by reading the ordinance, and that he needs to do that also.

Disse said they all get an ordinance when they join the Planning Commission, and that maybe Lindow should have read the rules.

**Roll Call: Skalin, Disse, Ailie, Hall, Moritz, Aho, Bowers, and Blomseth in Favor. Mattson, Seaberg, and Lindow opposed. Motion Carried.**



387 Since there was no further business to come before the Board, Aho made a motion to  
388 adjourn. Disse second. All in favor. Motion carried. The meeting adjourned at 9:15 am.  
389  
390  
391  
392

393 \_\_\_\_\_  
394 **David Blomseth, Chairman**

\_\_\_\_\_ **Jeff Moritz, Secretary**

395  
396 ATTEST

397 \_\_\_\_\_  
398 Kyle Vareberg, Zoning Administrator

**Becker County Planning Commission**  
**January 31<sup>st</sup>, 2024**

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

Chairman David 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 December 20<sup>th</sup>, 2023, meeting. Skalin second. All members in favor. Motion carried.

Chairman David Blomseth explained the protocol for the meeting and stated that the recommendations of the Planning Commission will be forwarded to the County Board of Commissioners for final action.

Blomseth stated that they were going to adjust the order of the applicants as there were many there to speak for applicant one (Mahube/Crotts).

**New Business:**

- 2. APPLICANT: Thomas J Wettels** 28662 Co Hwy 37 Ponsford, MN 56575 **Project Location:** 28662 Co Hwy 37 Ponsford, MN 56575 **LEGAL LAND DESCRIPTION:** Tax ID Number: **25.0119.000** Section 35 Township 141 Range 038; 35-141-38 PT SW1/4 NW1/4: COMM W QTR COR SEC 35. W 891.91' TO POB; N 1232.95', ELY 448.66', S 1181.64', W 463.15' TO POB. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit to operate a firearms business.

Thomas Wettels presented the application and stated that he wanted to operate a firearms sale and gunsmithing business.

Aho asked if the sales would be in-house, online, or both.

Wettels said both as well as gun shows.

Aho asked if he has a gun range there.

Wettels said just for personal use. He stated that he is the President of the Osage Sportsman's Club, so they do most of their shooting there.

Lindow asked if there would be a gun range there with any shooting.

Wettels said just for him personally.

48  
49 As there was no one to speak for or against the application testimony closed.  
50

51 There was no written correspondence received in regard to this application.  
52

53 Skalin said it was a good location, and it won't impact anyone.  
54

55 Ailie agreed and commented that there is good distance between this location and anyone else.  
56  
57

58 **MOTION: Seaberg motioned to approve the application as presented. Ailie second.**  
59 **Roll Call; All in favor. Motion carried.**  
60  
61  
62  
63

- 64 **3. APPLICANT: Verizon on Becker County Land** 915 Lake Ave Detroit Lakes, MN 56501  
65 **Project Location:** TBD E Bad Medicine Lake Rd Ponsford, MN 56575 **LEGAL LAND**  
66 **DESCRIPTION:** Tax ID Number: **12.7024.001** Section 03 Township 142 Range 037; 3-  
67 142-37 PT SW1/4 NW1/4: COMM W QTR COR SEC 3, E 216.88 TO POB; E 340', N  
68 555.11', W 340', S 555.85' TO POB. **APPLICATION AND DESCRIPTION OF**  
69 **PROJECT:** Request a Conditional Use Permit to construct a two hundred and fifty (250)  
70 foot self-support cellular tower.  
71  
72

73 Alex Trueman with Verizon presented the application and stated they wanted to amend the  
74 request from being a two hundred and fifty (250) foot self-support cellular tower to be a three  
75 hundred (300) foot tower in order to provide the largest amount of coverage possible. He stated  
76 the coverage in that area is terrible and with the increase in work and school from home it has  
77 put a lot of pressure on the demand for network. He also stated that the majority of emergency  
78 calls come from cell phones, and they have received complaints from people in that area not  
79 being able to call for help. He said emergency service response is a huge factor in this request.  
80

81 Seaberg asked about the Conditional Use Permit for a tower that was obtained for that area years  
82 ago.  
83

84 Trueman said he doesn't know all the details as to what happened but explained that request  
85 came through a partnership with another company, where this is coming directly from Verizon.  
86 He also explained complications with fiber optics and setbacks back then and how things have  
87 changed since that time.  
88

89 Lindow asked what the communications reach will be.  
90

91 Trueman said it will be a massive increase.  
92

93 Lindow asked if he thought it would be around five (5) miles.  
94

95 Trueman said it would be several miles.  
96  
97 Lindow mentioned that a lot of people hunt to the North of the road and asked if the coverage  
98 will extend through the woods.  
99  
100 Trueman said yes.  
101  
102 Danny Smith asked where on State Highway 113 this is located.  
103  
104 Skalin said East Bad Medicine Lake Road.  
105  
106 Leslie Fleischman spoke and said she agrees with this request. She stated there have been several  
107 emergencies over the years and no cell signal. She shared about two (2) incidents, one involving  
108 a fire and another a medical emergency where she had to drive to Holmer Road to get a signal  
109 and call for help.  
110  
111 As there was no one else to speak for or against the application, testimony closed.  
112  
113 There was one letter received in regard to this application and is entered below:



Jon L. Wanzek

January 22, 2024

County of Becker  
c/o Planning and Zoning Commission  
915 Lake Ave  
Detroit Lakes, MN 56501

RE: Request to Reject the Permit for Installation of a Verizon Cellular Tower near Bad Medicine Lake, Minnesota

Dear Members of the Becker County Planning and Zoning Commission,

I am writing to you as a concerned citizen and an ardent advocate for the preservation of our state's natural beauty and environmental integrity. Bad Medicine Lake, a gem in the heart of Minnesota, is renowned for its pristine and unspoiled beauty, drawing admirers from far and wide. It is with a sense of urgency that I request the rejection of the proposed permit for the installation of a Verizon cellular tower in the vicinity of this magnificent lake. The following points encapsulate the core of our community's concerns:

- Preservation of Natural Beauty: Bad Medicine Lake stands as a testament to Minnesota's commitment to natural preservation. The construction of a cellular tower near the lake would severely disrupt the visual aesthetics that define this beloved landscape.
- Protection Against Light Pollution: The introduction of a cellular tower risks contributing to light pollution, detracting from the area's dark skies, which are not only a key aspect of its allure but also vital for nocturnal wildlife. Also, it is a visual light trespass issue on this pristine lake.
- Wildlife and Ecosystem Preservation: The area around Bad Medicine Lake is home to a diverse array of wildlife. The construction and operation of a cellular tower could pose significant risks to these species, disrupting their natural habitats and migration patterns.
- Impact on Property Values: The installation of a cellular tower could potentially depreciate the property values around the lake. This area is cherished for its scenic unspoiled vistas, and any alteration could negatively impact the appeal of living near this beautiful lake.

505 Broadway N, Unit 305  
Fargo, ND 58102  
USA

+1 (701) 238-1835  
jon@wanzek.us

25 Floral Street, Apt. 301  
Covent Garden  
London WC2E 9DS, UK



Jon L. Wanzek

In light of these considerations, I urge the Becker County Planning and Zoning Commission to deny the permit for the Verizon cellular tower near Bad Medicine Lake. It is imperative that we prioritize the preservation of our state's natural treasures over technological expansion, especially when alternative solutions are viable.

I propose that Verizon be encouraged to consider alternative locations for the tower installation. Areas further removed from the lake, deeper in the woods, or in less visually sensitive locales could serve as suitable alternatives, ensuring both technological advancement and the preservation of our natural heritage. There are many sites nearby that would not impact so many valuable lake homes.

I trust that the Commission will give due consideration to these concerns and make a decision that aligns with our community's values and commitment to environmental stewardship. Thank you for your time and attention to this important matter.

Sincerely,

Jon L. Wanzek  
701-238-1835



Skalin said he has a cabin in the dead zone. He said last year a hunter got shot and emergency services had a hard time finding him because they couldn't triangulate a signal. He commented that if an all-terrain vehicle breaks down, people cannot call for help. He said this does a service to the whole area.

Hall agreed.

127 Seaberg said for the request a few years ago emergency response time was a big issue.  
128  
129  
130  
131

132 **MOTION: Hall motioned to approve the application with the amended height of**  
133 **three hundred (300) feet. Aho second.**  
134

135 Vareberg asked that they include the findings below and stated that in terms of a public water  
136 setback the ordinance states that no tower facility shall be established within a half-mile of a  
137 public water. While this is outside of the shoreland area there is a public body of water within a  
138 half-mile of it. He said it is allowed if there is a finding created and would just say that the  
139 finding is that Verizon is not capable of providing this enhancement in this dead-zone area while  
140 meeting that half-mile setback from any public water.  
141

## FINDINGS, REPORT AND RECOMMENDATION

1. By Application completed January 31<sup>st</sup>, 2024 (the “Application”), Verizon has requested a Conditional Use Permit (“CUP”) to allow for construction and operation of a cellular tower, on approximately 4.34 acres of land (located generally in the SW ¼ of the NW ¼ in Section 03, Township 142, Range 037 in Becker County.
2. Chapter 8, Section 11 of the County Zoning Ordinance identifies the decisional criteria that apply to CUP requests. Subpart F of this Section indicates:

No conditional use shall be recommended by the County Planning Commission or granted by the Board of County Commissioners unless the Commission or the Board shall find that all of the following criteria are met:

1. **Affect on surrounding property.** That the conditional use will not harm the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the immediate vicinity.
2. **Affect on orderly, consistent development.** That establishing the conditional use will not impede the normal, orderly development and improvement of surrounding vacant property for uses predominant in the area.
3. **Adequate facilities.** That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
4. **Adequate parking.** That adequate measures have been or will be taken to provide sufficient off-street parking and loading spaces to serve the proposed use.
5. **Not a nuisance.** That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so none of these will constitute a nuisance, and to control lighted signs and other lights so that no disturbance to neighboring properties will result.
6. **Additional criteria for shoreland areas.** In Shoreland areas, it shall be found that adequate measures have been or will be taken to assure that:
  - a. **Pollution.** Soil erosion or other possible pollution of public waters will be prevented, both during and after construction;



- b. **View from public waters.** That the visibility of structures and other facilities as viewed from public waters will be limited;
  - c. **Adequate utilities.** That the site is adequate for water supply and on-site sewage treatment; and
  - d. **Watercraft.** That the types, uses, and number of watercrafts that the project will generate can be safely accommodated.
- 3. The Application came before the Planning Commission at its meeting on January 31<sup>st</sup>, 2024. The Commission conducted the public hearing required by law and took testimony from the applicant and interested parties. The Commission also received written documentation and written testimony.
- 4. Based on review of the documentation submitted and the testimony provided, the Commission recommends to the County Board that it **approve** the CUP request for the following reasons:

- 1. **Affect on surrounding property.** That the conditional use will not harm the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the immediate vicinity.

Immediate is defined as near, closest or adjacent. All adjacent land is vacant and either State or County owned having no active permitted use in play. There is extensive setbacks between the tower, occupied land and shoreland areas. Written testimony received stated property values could be negatively impacted. However, no evidence was submitted supporting the statement.

- 2. **Affect on orderly, consistent development.** That establishing the conditional use will not impede the normal, orderly development and improvement of surrounding vacant property for uses predominant in the area.

Although, no evidence exists indicating a negative effect on development by a tower, the surrounding vacant land is owned by either Becker County or the State of Minnesota with no anticipated development plans in the future. However, cellular service has become a necessity and the Commission finds if the adjacent land were to be developed the application would only enhance the use if any were to be established.

3. **Adequate facilities.** That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

Existing access to the parcel exists and a access road to the tower site will be established. Utilities required such as power and fiber utilities will be established at the time of construction within public right of way.

4. **Adequate parking.** That adequate measures have been or will be taken to provide sufficient off-street parking and loading spaces to serve the proposed use.

Parking will only be necessary during construction and maintenance of the tower, however there is adequate area on the parcel to accommodate parking when needed.

5. **Not a nuisance.** That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so none of these will constitute a nuisance, and to control lighted signs and other lights so that no disturbance to neighboring properties will result.

No offensive odors, fumes, dust, noise, or vibrations are known at this time to be produced by this application. All lighting produced by the application will be in compliance with Federal Aviation Administration regulations.

6. **Additional criteria for shoreland areas.** In Shoreland areas, it shall be found that adequate measures have been or will be taken to assure that:

N/A

- a. **Pollution.** Soil erosion or other possible pollution of public waters will be prevented, both during and after construction;

- b. **View from public waters.** That the visibility of structures and other facilities as viewed from public waters will be limited;

- c. **Adequate utilities.** That the site is adequate for water supply and on-site sewage treatment; and

d. **Watercraft.** That the types, uses, and number of watercrafts that the project will generate can be safely accommodated.

**Hall and Aho accepted the findings to be included with the motion and second. Roll Call; All in favor. Motion carried.**

**1. APPLICANT: MAHUBE-OTWA Community Action Partnership on behalf of Bernard D Crotts 44570 School House Rd Osage, MN 56570 Project Location: 23662 Bernies Rd Osage, MN 56570 LEGAL LAND DESCRIPTION: Tax ID Number: 28.0176.000 Section 27 Township 140 Range 038; 27-140-38 NW1/4 NE1/4 LESS E 25 AC (28-176-1, 28-176-4). APPLICATION AND DESCRIPTION OF PROJECT: Request a Conditional Use Permit for a non-shoreland multi-unit development consisting of eight (8) units.**

**\*APPLICANT TABLED APPLICATION\***

**\*THE MEETING MINUTES FOR THIS TESTIMONY ARE IN PROGRESS\***

**Other Business:**

**I) Tentative Date for Next Informational Meeting: February 21<sup>st</sup>, 2024; 8:00 am; 3<sup>rd</sup> Floor Meeting Room in the Becker County Courthouse, Detroit Lakes, MN.**

**Since there was no further business to come before the Board, Aho made a motion to adjourn. Hall second. All in favor. Motion carried. The meeting adjourned at 8:03 pm.**

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**David Blomseth, Chairman**

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**Jeff Moritz, Secretary**

**ATTEST**

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**Kyle Vareberg, Zoning Administrator**