Becker Township Board SPECIAL Meeting
Tentative Agenda –August 22, 2017

1. Call to order
2. Verification of quorum
3. Consent Agenda
    a. Minutes for approval – July 2017
    b. Bills for pre-approval – due between August 22 and September 18, 2017
    c. Township Aid notification
    d. Election Law Changes for 2018
4. Approval of Regular Agenda
5. Sheriff's report
6. Residential Concerns/open forum.
    a. Carmen Wilson – Headwall compliance request
    b. Other headwalls
    c. Photos submitted by residents re: mowing.
7. TPC/JPB Updates
    a. Boundary adjustment
8. Engineer's Report – Wes Davis
    a. 185th Avenue update
    b. Open quotes - 112th Street culvert
    c. Signing Policy
    d. Motion for payment – 82nd Street Slope
    e. ROW Ordinance revisions
    f. Verify compliance – driveways/driveway permit
    g. Out of compliance culverts
    h. Other Road issues
9. Supervisors
    a. Fire board
    b. Sherburne County Parks, Trails & Active Living
    c. Highway 25 Corridor
    d. Road Report
    e. Federal EDA Resolution for City of Becker
    f. Orderly annexation agreement
    g. Joint Powers Agreement
    h. Motion to accept resignation
    i. Setting of meeting fees
10. Treasurer's Reports
    a. Treasurer's Report
    b. Payment of Warrants
11. Other
    a. MAT District 7 Meeting – Wednesday, August 30, 2017. Who is attending?
    b. Census – designation of LUCA Liaison
12. Adjourn

Becker Township Board
Regular Board Meeting
July 17, 2017

Board Members Present: Brian Kolbinger, Brad Wilkening, Joe Danielson, Jeff Lambert, Lucinda Messman
Absent: Luke Babler, Tanya Danielson
Staff members present: Kelli Bourgeois - Township attorney, Wes Davis – Township Engineer, Nick Anderson – Township Engineer, Jacob Sanders – City of Becker Planner, Marilyn Danielson – City of Becker Deputy Clerk
Others present: Sgt. Dan Frank - Sherburne County Sheriff's Department, Bill Morgan – Citizen Tribune, Carol & Robert Rushford, David Goodin, Richard & Jennifer Axelson, Lisa Senger – Realtor for Clemens Tabako, Andy Tabako, Joel Anderson, Ryan Rould, Bev Miller, Andrew Stach, Carmen Wilson, Jeremy Monnier, Lori Keller – Becker City Council, Greg Pruszinske – City of Becker

Meeting called to order by Chair Kolbinger at 7:00 p.m., quorum verified.

Consent agenda presented. **Motion to approve consent agenda by Wilkening. Second by Lambert. Motion carried, unanimous.**

a. Minutes from Regular Board meeting June 2017 approved as distributed.
b. Payment of the following bills via automatic payment:
    i. City of Becker water/sewer bill
    ii. PERA
    iii. Xcel Energy
    iv. Ace Disposal
    v. Midco Business (phone/internet)

Motion to approve meeting agenda with the following changes:

- **Add item for TPC Appointment**
- **by Lambert. Second by Danielson. Motion carried, unanimous.**

Sheriff's Report

- 174 calls for service
- 66 traffic stops
- 60 complaints – extra patrols are going through Wildwood Acres.
- Fraud is still an issue.

Town Planning Commission Appointment of Tim Peterson: **Motion to approve RESOLUTION 2017-11: Resolution Appointing Members To The Town Planning Commission by Wilkening. Second by Danielson. Motion carried, unanimous.**

Residential Open Forum

- Carol Rushford/Clemens (Andy) Tabako – Boundary line issue
    - Homes built prior to Township Planning & Zoning
    - Deck from one encroaches onto neighboring property.
    - Homeowners (and realtors) here to find out what options exist to remedy this situation?
    - Attorney Bourgeois pointed out to the board and homeowners that the house to the north is also in the drainage easement – this is another issue to be aware of when evaluating alternatives. Best alternative is a boundary line adjustment including a vacation of drainage easements and new easements granted to township.

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        - Certificate of Survey necessary, dedication of new easement, vacation of old easements.
        - Both properties need to stay at 2.5 acres and follow all other zoning regulations if a boundary adjustment is to be done.
    - Property owners willing to work together, clerk provided with easement vacation and boundary line adjustment forms.
- Jeremy Monnier – Secondary Access Request
    - Driveway is 6' from Eastern Property Line. Secondary access to be approximately 12' wide with wings on edges to 22' wide.
    - Culvert – determination to be made by Township Engineer when viewed.
    - **Motion to approve secondary access permit application after approval by Township Engineer by Wilkening. Second by Danielson. Motion carried, unanimous.**
- Carefree Country Club Variance Request
    - Site #748 is requesting a 30' variance in setback from the Ordinary High Water Level of Fredricks Slough for a campsite.
    - Required setback is 150' - campsite will be 120' from the OHWL of Fredricks Slough.
    - Board consensus to send favorable comment. Keep things in line with other locations there (this would be).
- Ben Miller – Headwall
    - What does the Township consider a headwall? What is the definition as he could not locate one in current code.
    - No dispute as to Right of Way – Contending his is not a headwall. He is looking for guidance as he doesn't feel his situation fits this statute.
    - Requests some type of allowance for side slopes made of the same material as driveway.
    - Numerous people in our development have received these. Homes have been around as many as 17 years. Why enforce now?
    - MN §160-2715 Headwalls are prohibited.
    - Can there be a hold harmless agreement to keep liability on the homeowner? Attorney Bourgeois: No.
- Jennifer Axelson – Headwall
    - Why is this an issue now? It hasn't been in the past.
    - Their headwall is 13' from the road and level with the driveway.
    - If ROW is 66' wide, does it mean others can come use our land in that area? Township Attorney: No
    - What is wrong with their setup and why is this being enforced now?
    - Any chance of being grandfathered in?
- Carmen Wilson – Headwall
    - Had she known this was not in compliance, she would not have just closed on the home.
    - She closed last year and the title stated everything was free and clear.
    - Driveway and headwalls were built in 2001 and nothing was ever noted.
- Town Board
    - Chair Kolbinger: Main piece of this gets to liability and township concerns. It was brought to our attention that this is a liability on the Township and we cannot leave the Township exposed. The letter sent to homeowners is based on statute. There is no grandfathering in. This is a real liability issue for the township.
    - Headwalls are encroachment onto Township property, not onto private property.

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- Supervisor Wilkening: If we know an obstruction is there and we do not do something to have it removed, the township is at fault and we have an issue. Slopes need to be installed so that cars coming off the road can go up and over the driveways rather than being stopped by them.
- Engineer Anderson: Statute requires townships to keep the right of ways clear of obstructions. This is never an issue until lawsuits occur. Township Ordinance states that headwalls are not permitted.
- Attorney Bourgeois: Standard accepted definition of a headwall: means rock, concrete, masonry, metal, timber, or other similar materials placed on the sides of an approach as support, to prevent erosion, or for decorative purposes.
- In platted subdivisions like this (Bridge View), the Township owns title to the land at a full 60' or 66' width (couldn't remember Bridge View's off top of head), therefore it is the Townships responsibility to keep the Right of Way clear.
- Engineer Davis: a headwall is cast in place.
- Township standard side slope is 3:1, Approach is 4:1
- Supervisor Danielson: With clear zone statute, it gets down to liability. If something is within the 33' from centerline of the township road, it is in the township right of way.
- Engineer Anderson: it is public right of way. Snowmobiles use public right of ways in the area, not in this particular case, but many areas of the township they do.
- Attorney Bourgeois: The Township is now on notice that it is liable if they do not enforce this statute.

Motion to recess Town Board meeting to allow Annual Fire Board Joint Board meeting at 8:00 p.m. by Danielson. Second by Wilkening. Motion carried, unanimous.

Chair Kolbinger called the recessed Town Board meeting to order at 8:12 p.m.

Town Planning Commission/Joint Planning Board Update

- Town Planning cancelled for July.
- Joint Planning will be doing final review for Orderly Annexation Agreement and Joint Powers Agreement prior to the Town Board and City Council adopting the documents.

Snowplow Bids Opened

	Wruck	JME	Prescription Landscape	M.L. Schendzielos
Plow Trucks	70/70/70/70	106/106/106	200/200/90/90/90	100/100/95/95
Salt/Sand 20% while plowing	60	114	220	100
20% w/out plowing	65	114	295	105
50% while plowing	95	139	220	150
50% w/out plowing	95	139	295	155
100% salt while plow	135	171	220	200
100% salt w/out plow	135	171	275	205
Motor Grader	95	None		120/140

Motion to grant preliminary award, subject to verification of numbers/equipment to Wruck Excavating by Lambert. Second by Danielson. Motion carried, unanimous.

Supervisors Wilkening and Danielson appointed to review the bid documents and verify award next month.

Engineer's Report

- 82nd street quote opening

Bidder	Wruck	Imholte	Schendzielos
Amount	4,341.40	4,900.00	3,038.00
Responsible Contractor Form	No	No	Yes
Bid Bond	Yes	Coming	Yes

  - **Motion to award to M.L. Schendzielos & sons pending verification of quantities by engineer by Kolbinger. Second by Danielson. Motion carried, unanimous.**
- Garden Grove Road
  - Overlaid with gravel
  - Contractor tied in the driveways
  - **Motion to pay $14,158.75 by Danielson. Second by Wilkening. Motion carried, unanimous.**
- 185th Avenue
  - Chad Kramer (co-owner) passed away. They are planning to keep schedules on track. 9/11/17 start date.
- 112th Culvert Box
  - Plans ready for next month
  - There will need to be mitigation for wetland impacts – TEP Panel is next Wednesday
  - 12' lane with 4' shoulder will minimize impact
  - Shortening pipe – 17' of 4x8 box culvert pieces left after job
  - Has to be finished by 9/1/17
  - Hoping to expedite through the Army Corps of engineers. That permit may take long enough to delay until next year. Or possibly scheduling a special meeting if necessary.
  - Cannot ditch to South and West as owner does not want.
- Signing Policy
  - Edits from 2012 document discussed – curves, rural residential, etc.
  - If no speed limit signs, difficult for sheriff to enforce unless traveling at speeds in excess of 55 mph.
  - Corners – if less than 35 mph in residential – need to post. There are 58 curve signs outside Rural Residential
  - Discussions
    - Designate rural residential and put up 35 mph signs?
    - Put up curve signs with speed advisory plaques?
    - Costs of each.
  - Board directed engineers to draft with rural residential, 35 mph signs and curve signs with speed advisory plaques.
  - Board directed clerk to ask Jeff Peterson to attend next Town Board meeting when final signing policy will be determined.

Supervisors Reports

- Fire Board – meeting with budget will occur during break at 8 pm. New truck needs a control valve in the cab. A lot of calls for service the past month.

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- Trails and Active living – working on Great Norther Trail from Elk River to Princeton
- Highway 25 Corridor – working on transportation study. Lobbying has started. Approved to have $15,000 of the budget go towards communications.
- Roads
  - 185th Potholes are back – will be handled
  - Chair Kolbinger asked about the status of gravel roads as grading is still not great. Also asked time frame – 1 or 2x per month? In past it was done after every rain.
  - Trees from storm were cleaned up
  - Dust Control gone this year already. Try to do again. Garden Grove needs to be done yet – try to get it done with that
  - Traffic Study being done by City of Becker in conjunction with alternates for Northern Metal Recycling

Treasurer's Report

- Chair, Vice-Chair, Treasurer and Clerk to meet to review budget numbers for August Town Board meeting.
- **Motion to pay warrants 13595-13621 and PO's 875710-875716 in the amount of $65,687.42 by Wilkening. Second by Lambert. Danielson abstained due to billing by his company. Motion Carried 3 for, 0 against, 1 abstained.**

Other

- Clerk asked if the removal of meeting fees was with the intention of lowering wages by approximately $2,400 for Clerk and $350 for Treasurer. Board answered yes, that was their intent and they will give thought for a minimum rate for meetings next time.

Meeting adjourned at 9:22 pm

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_____
Brian Kolbinger, Chair

_____
Lucinda Messman, Clerk

Request for Town Board Action

Meeting Date: 8/21/2017

Agenda Item #/Location:	Description:
3	Consent Agenda Items

Support Documentation	☐ None ☒ As described: a. Minutes for approval, b. EFT payments as listed, c. Town Aid deposit into General Fund, d. Election law changes information handout
Background/Key Issues	b. EFT's are to be pre-approved. The ones listed are due prior to the next meeting. If we wait to pay, there are usually late payment fees involved. Motion to pay is requested. Upcoming EFT's – motion to pay electronically not to exceed: City of Becker – water/sewer (only months of Jan/Mar/May/July/Sept/Nov) PERA – based on wages – state mandated rate. Total available at meeting time Xcel Energy – gas/electric - $152 reflects change to budget billing. Ace Disposal – trash at Jeff's - $94 Midco Business – phone/internet - $180.00
Board Action Requested	☐ Information/Review ☒ Motion to approve/disapprove ☐ Other:

Deadline Involved? __8/22/2017_____

Action Taken	☐ Approved as Requested	☐ Report Accepted
	☐ Denied	☐ Other
	☐ Tabled	

LEGEND

- DENOTES EXISTING SURFACE CONTOUR (907)
- DENOTES POWER POLE
- DENOTES OVERHEAD POWER LINE
- DENOTES LIGHT POLE
- DENOTES GUY WIRE
- DENOTES ELECTRIC TRANSFORMER
- DENOTES ELECTRIC RECEPTACLE
- DENOTES TELEPHONE PEDISTAL
- DENOTES CATCH BASIN
- DENOTES FIRE HYDRANT
- DENOTES WATER VALVE
- DENOTES CURB STOP
- DENOTES MANHOLE
- DENOTES MONITORING WELL
- DENOTES GUARD POST
- DENOTES SIGN
- DENOTES FLOTATION SILT CURTAIN (FSC)
- DENOTES SILT FENCE (SF)
- DENOTES CONSTRUCTION LIMITS
- DENOTES RIGHT OF WAY
- DENOTES GRILL
- DENOTES DECIDUOUS TREE
- DENOTES CONIFEROUS TREE
- DENOTES SHRUBS/BUSHES
- DENOTES CONCRETE CURB & GUTTER
- DENOTES LANDSCAPE PAVERS
- DENOTES RETAINING WALL
- DENOTES CONCRETE
- DENOTES BITUMINOUS
- DENOTES STEPS

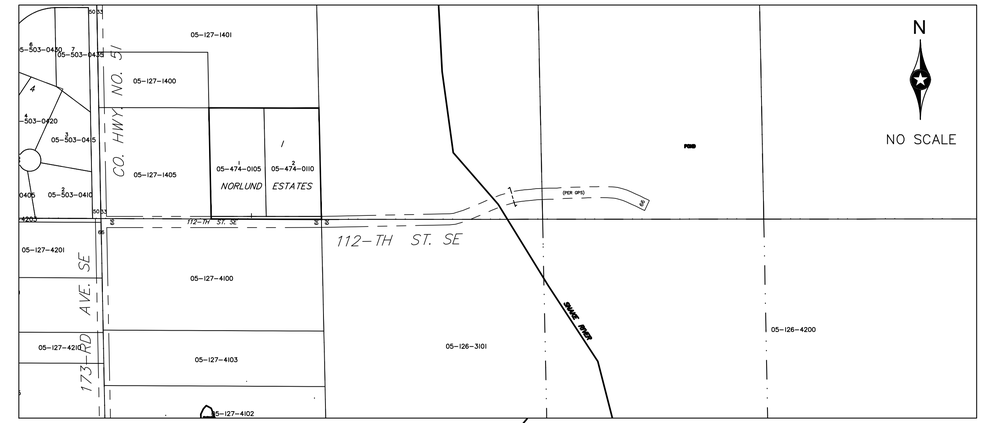
SCALES

CROSS SECTIONS 0 10 20 FEET

112TH STREET SE CULVERT REPLACEMENT

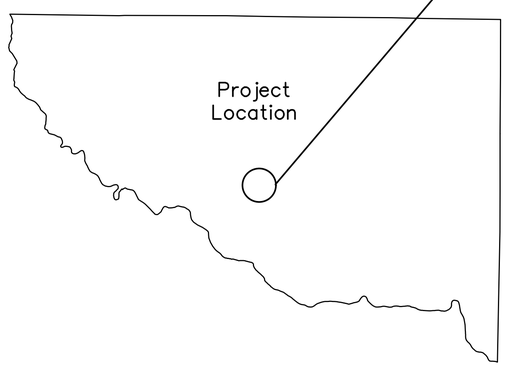
FOR BECKER TOWNSHIP OF SHERBURNE COUNTY, MN

INDEX MAP



S26-T34N-R28W

SHERBURNE COUNTY
MINNESOTA



GOVERNING SPECIFICATIONS

THE 2016 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFROM TO THE MN MUTCD, INCLUDING THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS

SHEET INDEX

DESCRIPTION	SHEET NO.
TITLE & INDEX SHEET	1
SCHEDULE OF ESTIMATED QUANTITIES	2
BARREL DETAILS	3
END SECTION DETAILS	4
EROSION CONTROL	5
CROSS SECTIONS	6
CONSTRUCTION DETAILS	7-10
BRIDGE SURVEY SHEET	11

THIS PLAN CONTAINS 11 SHEETS

CALL 48 HOURS BEFORE DIGGING:
GOPHER STATE ONE CALL
TWIN CITY AREA 651-454-0002
MINNESOTA TOLL FREE 1-800-252-1166

REV NO.	DATE	DESCRIPTION

DATE: 3/13/2017
DESIGN BY: WPD
DRAWN BY: WPD
CHECKED BY: NA
DWG FILE: TITLE SHEET
FILE NO.: 17-0203.00

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

SIGNED: _____ LICENSE NO: 40100
DATE: 6/26/17

BOGART, PEDERSON & ASSOCIATES, INC.
LAND SURVEYING
CIVIL ENGINEERING
MAPPING
12076 FIRST STREET, BECKER, MN 55308-9322
TEL 763-262-8822 FAX 763-262-8844

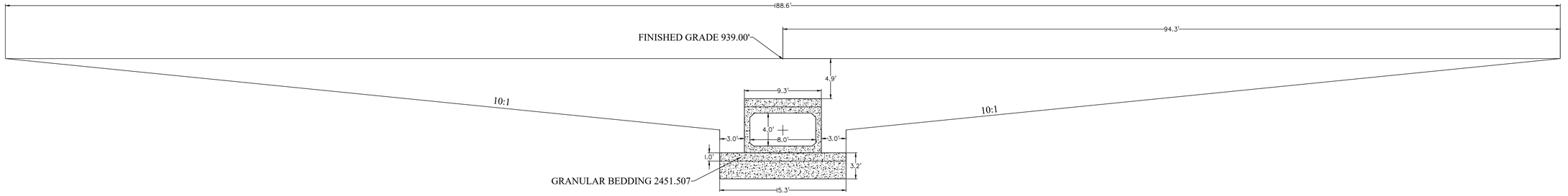
112TH ST SE
BECKER TOWNSHIP
SHERBURNE COUNTY, MN
TITLE SHEET

SHEET NO. 1 OF 11 SHEETS

END CONSTRUCTION
STATION: 1+90.03

℄ SNAKE RIVER
STATION: 0+95.73

BEGIN CONSTRUCTION
STATION: 0+01.43



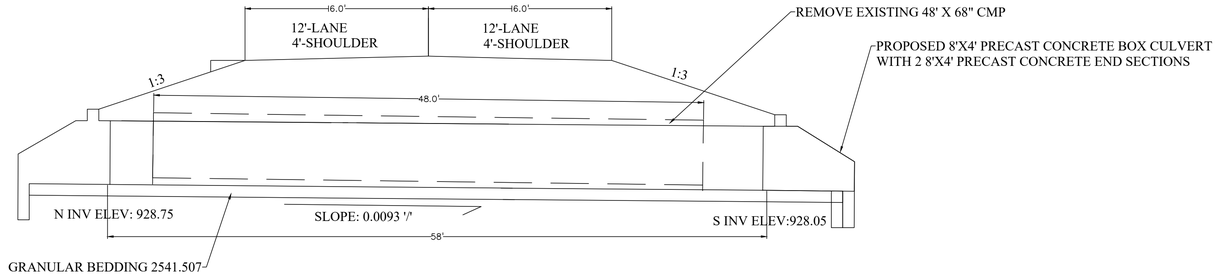
SCHEDULE OF ESTIMATED QUANTITIES

SPEC NO.	ITEM DESCRIPTION	UNIT	QUANTITY
2021.501	MOBILIZATION	LUMP SUM	1.00
2104.501	REMOVE PIPE CULVERTS	LINEAR FEET	48.00
2105.501	COMMON EXCAVATION	CUBIC YARD	1516.00
2105.523	COMMON BORROW (LV)	CUBIC YARD	1746.00
2118.501	AGGREGATE SURFACING CLASS 5	TON	155.00
2412.511	8X4 PRECAST CONCRETE BOX CULVERT	LINEAR FEET	58.00
2412.512	8X4 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	2.00
2451.507	GRANULAR BEDDING (LV)	CUBIC YARD	52.00
2511.501	RANDOM RIPRAP CLASS III	CUBIC YARD	44.40
2511.515	GEOTEXTILE FILTER TYPE IV	SQUARE YARD	133.00
2573.502	SILT FENCE TYPE MS	LINEAR FT	372.00
2573.505	FLOATATION SILT CURTAIN TYPE MOVING WATER	LINEAR FT	28.00
2573.535	STABILIZED CONSTRUCTION EXT	EACH	2.00
2575.555	TURF ESTABLISHMENT	LUMP SUM	1.00

STANDARD PLATES & PLANS

TITLE	NUMBER
RIP RAP AT RCP OUTLETS	3133D
TEMPORARY SEDIMENT CONTROL	5-297.405
PRECAST CONCRETE BARREL DETAILS	5-395.101(A)
PRECAST CONCRETE END SECTION	5-395.102
EMBANKMENT PROTECTION FOR BOX CULVERTS	5-395.115

℄ 112TH ST SE
STATION: 0+95.73



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SHEET NO.
2
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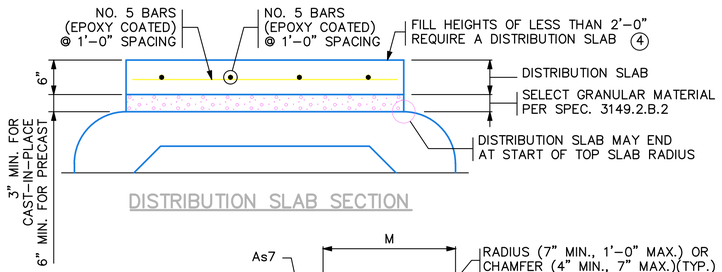
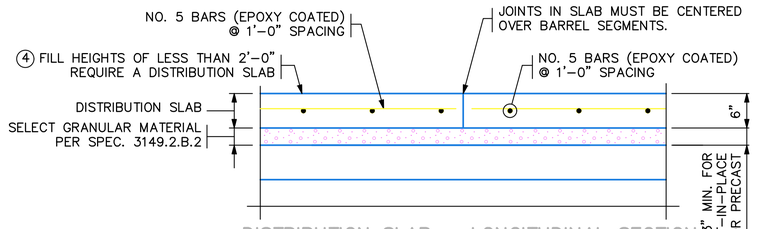
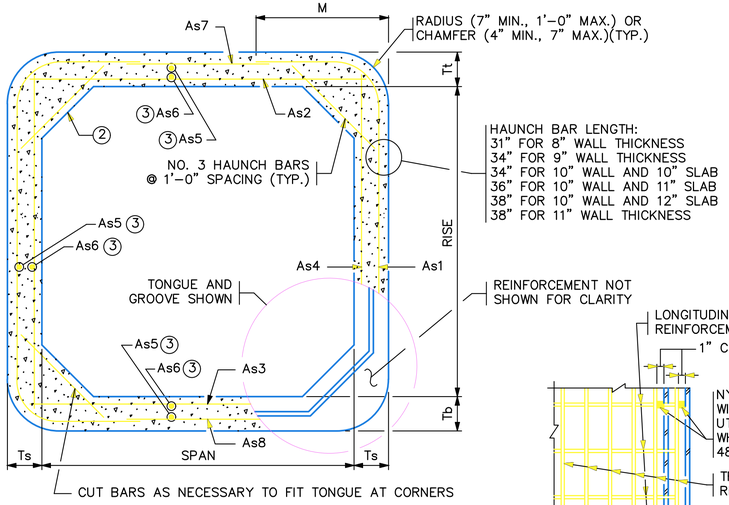


DISTRIBUTION SLAB SECTION

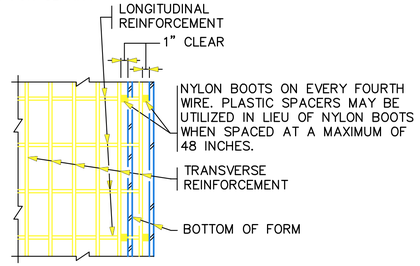


DISTRIBUTION SLAB – LONGITUDINAL SECTION

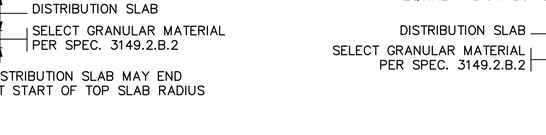


TRANSVERSE BARREL SECTION

BAR REINFORCEMENT OPTION SHOWN

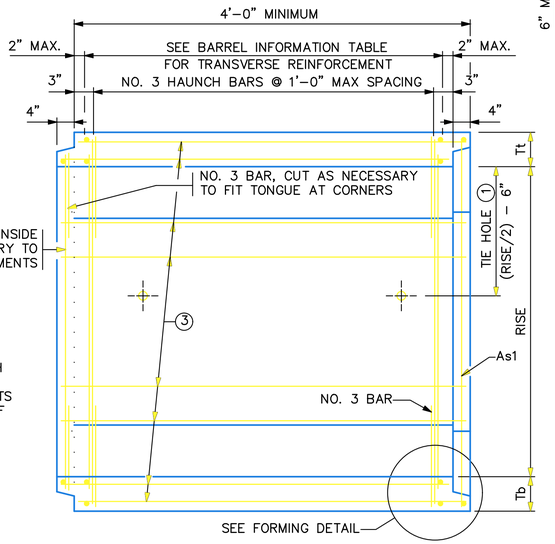


PLAN



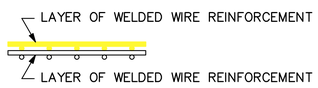
SECTION

FORMING DETAIL



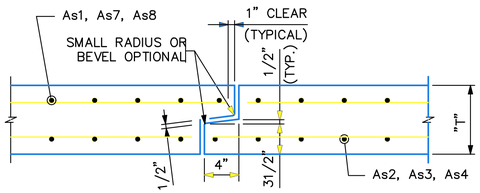
LONGITUDINAL BARREL SECTION

BAR REINFORCEMENT OPTION SHOWN



REINFORCEMENT LAYER DETAIL

WHEN MORE THAN ONE LAYER OF WELDED WIRE REINFORCEMENT IS USED TO OBTAIN THE REQUIRED REINFORCEMENT AREAS, PLACE THE WIRES OF THE WELDED WIRE REINFORCEMENT AS SHOWN



TONGUE AND GROOVE JOINT DETAIL

CONSTRUCTION NOTES

CONSTRUCT CULVERTS PER SPEC. 2412 EXCEPT AS NOTED.

REFER TO THE GENERAL PLAN AND ELEVATION SHEET FOR THE DISTANCE BETWEEN BARRELS OF ADJACENT BOXES AND TO STANDARD FIGURE 5-395.115 FOR MATERIAL REQUIREMENTS FOR FILL BETWEEN ADJACENT BOXES.

PROVIDE WELDED WIRE REINFORCEMENT, SHEAR REINFORCEMENT AND REINFORCEMENT BARS PER THE APPLICABLE REQUIREMENTS OF AASHTO M259.

11/2" MIN. AND 2" MAX. CONCRETE COVER ON ALL REINFORCEMENT, INCLUDING SHEAR REINFORCEMENT, EXCEPT FOR TONGUE AND GROOVE DETAIL.

ANY OF THE FOLLOWING COMBINATIONS OF STEEL REINFORCEMENT MAY BE USED:
- (a) 1 OR 2 LAYERS OF WELDED WIRE REINFORCEMENT OR
- (b) 1 LAYER OF WELDED WIRE REINFORCEMENT AND 1 LAYER OF REINFORCEMENT BARS OR
- (c) 1 LAYER OF REINFORCEMENT BARS.

DEVELOP REINFORCEMENT IN ACCORDANCE WITH AASHTO "LRFD BRIDGE DESIGN SPECIFICATIONS". IF BAR REINFORCEMENT IS SUBSTITUTED FOR WELDED WIRE REINFORCEMENT, INCREASE THE AREA OF REINFORCEMENT BY 8%, AND SUBMIT DESIGN CALCULATIONS VERIFYING COMPLIANCE WITH AASHTO 5.7.3.4. "CONTROL OF CRACKING BY DISTRIBUTION OF REINFORCEMENT".

MAXIMUM SIZE OF REINFORCEMENT BARS IS NO. 6. THE MAXIMUM WELDED WIRE REINFORCEMENT SIZE IS W23 PER LAYER (MAXIMUM OF 2 LAYERS).

SPACE CENTER TO CENTER OF TRANSVERSE WIRES NOT LESS THAN 2" NOR MORE THAN 4". SPACE CENTER TO CENTER OF LONGITUDINAL WIRES NOT MORE THAN 8".

WELDING IS NOT PERMITTED ON REINFORCEMENT BARS OR WELDED WIRE REINFORCEMENT, EXCEPT THAT THE ORIGINAL WELDING REQUIRED TO MANUFACTURE WIRE REINFORCEMENT IS ACCEPTABLE.

WHEN REINFORCEMENT IS CUT, PLACE ADDITIONAL REINFORCEMENT ON BOTH SIDES OF THE CUT MEMBER TO REPLACE OR EXCEED THE CUT STEEL.

USE CONCRETE MIX NO. 3W82 WITH NO CALCIUM CHLORIDE ALLOWED.

SHOP DRAWING APPROVAL PER SPEC. 3238.2.A IS NOT REQUIRED UNLESS OPENINGS OR ATTACHMENTS ARE PLACED ON A BARREL SEGMENT.

COMPACT THE FIRST 1.5' (LOOSE) OF FILL ABOVE THE BOX WITH LIGHT COMPACTION EQUIPMENT SUCH AS PLATE COMPACTORS OR WALK BEHIND ROLLERS.

TRANSVERSE REINFORCEMENT IS PARALLEL TO THE CULVERT SPAN. LONGITUDINAL REINFORCEMENT IS PERPENDICULAR TO THE CULVERT SPAN.

(1) USE 1" DIAMETER CULVERT TIES. SEE STANDARD PLATE NO. 3145 FOR CONNECTION DETAILS.

(2) USE 12" VERTICAL, 12" HORIZONTAL HAUNCHES ON ALL BOX SIZES.

(3) PLACE LONGITUDINAL REINFORCEMENT DENOTED AS As5 AND As6 IN ALL SLABS AND WALLS WITH A MINIMUM OF 0.06 SQ. IN./FT.

(4) ROADWAY OR SHOULDER FILL HEIGHTS OF LESS THAN 2'-0" REQUIRE A DISTRIBUTION SLAB.

USE CONCRETE MIX 3S52 FOR THE DISTRIBUTION SLAB.

PLACE 6" THICK CAST-IN-PLACE DISTRIBUTION SLABS. PROVIDE 3" MINIMUM SELECT GRANULAR MATERIAL PER SPEC. 3149.2.B.2 BETWEEN BARREL AND DISTRIBUTION SLAB.

6" THICK PRECAST DISTRIBUTION SLABS MAY BE USED FOR FILL HEIGHTS OVER 1'-0". PROVIDE 6" MINIMUM SELECT GRANULAR MATERIAL PER SPEC. 3149.2.B.2 BETWEEN BARREL AND DISTRIBUTION SLAB.

EXTEND THE WIDTH OF THE DISTRIBUTION SLAB TO THE OUTSIDE EDGES OF THE ROADWAY SHOULDERS UNLESS DIRECTED BY THE ENGINEER.

PAYMENT FOR THE DISTRIBUTION SLAB AND SELECT GRANULAR MATERIAL BENEATH THE SLAB IS CONSIDERED INCIDENTAL.

REDESIGN THE DISTRIBUTION SLAB PER THE MnDOT PAVEMENT DESIGN MANUAL IF IT IS USED AS PAVEMENT SURFACE.

BARREL INFORMATION TABLE * * *

LOCATION	SIZE	CLASS	f'c (P.S.I.)	FILL HEIGHT RANGE (FT.)	DISTRIBUTION SLAB REQUIRED *	RECESSED TIE RODS REQUIRED * *	DIMENSIONS					WEIGHT (LBS./FT.)	WELDED WIRE REINFORCEMENT											
							SPAN (FT.)	RISE (FT.)	Tt (IN.)	Tb (IN.)	Ts (IN.)		As1			As2		As3		As4		As7		As8	
													AREA (IN.!/FT.)	LENGTH (FT.)	M (FT.)	AREA (IN.!/FT.)	LENGTH (FT.)	AREA (IN.!/FT.)	LENGTH (FT.)	AREA (IN.!/FT.)	LENGTH (FT.)	AREA (IN.!/FT.)	LENGTH (FT.)	AREA (IN.!/FT.)	LENGTH (FT.)
0+95.73	8X4	I	5000	< 3	NO	NO	8	4	9	10	8	3325	0.43	10'-8"	2'-10"	0.38	8'-6"	0.38	8'-6"	0.20	4'-6"	0.24	6'-3"	0.24	6'-3"
0+95.73	8X4	II	5000	3-8	NO	NO	8	4	9	10	8	3325	0.36	10'-8"	2'-10"	0.35	8'-6"	0.36	8'-6"	0.20	4'-6"	0.24	6'-3"	0.24	6'-3"

* ALL CLASS 1 CULVERTS WITH FILL HEIGHTS OF LESS THAN 2'-0" REQUIRE A DISTRIBUTION SLAB. IF A DISTRIBUTION SLAB IS NOT REQUIRED, INDICATE "NO" IN THIS BOX.

* * FOR PEDESTRIAN CULVERT APPLICATIONS HIDE-AWAY OR RECESSED TIE CONNECTIONS ARE REQUIRED, SEE STANDARD PLATE 3145. IF REQUIRED, INDICATE "YES" IN THIS BOX.

* * * BOX CULVERTS WITH SPANS FROM 6 TO 14 FT. ARE DESIGNED FOR HL-93 LIVE LOADS (AASHTO LRFD 3.6.2.1) NOT INCLUDING THE DESIGN LANE LOAD. BOXES WITH SPANS OF 16 FT. ARE DESIGNED FOR HL-93 LIVE LOADS INCLUDING THE DESIGN LANE LOAD.

REV NO.	DATE	DESCRIPTION

DATE: 3/13/2017
DESIGN BY: WPD
DRAWN BY: WPD
CHECKED BY: NA
DWG FILE: BARREL DETAILS
FILE NO.: 17-0203.00

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

SIGNED: _____ LICENSE NO: 40100

DATE: 6/26/17

BOGART, PEDERSON & ASSOCIATES, INC.
LAND SURVEYING
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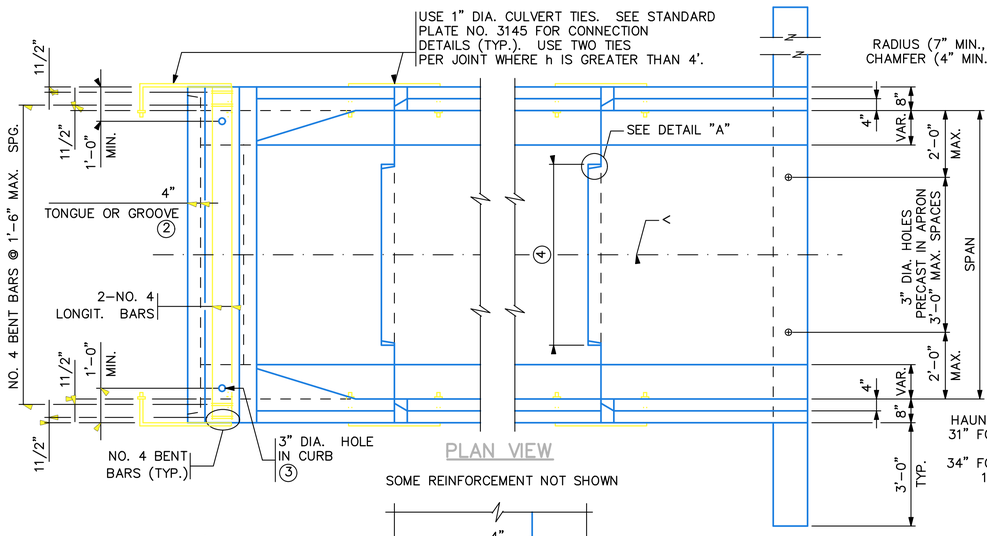
1079 3RD STREET BECKER, MN 55308-4322
TEL 763-262-4822 FAX 763-262-8844

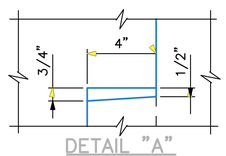
112TH ST SE
BECKER TOWNSHIP
SHERBURNE COUNTY, MN
BARREL DETAILS

SHEET NO.
3
11

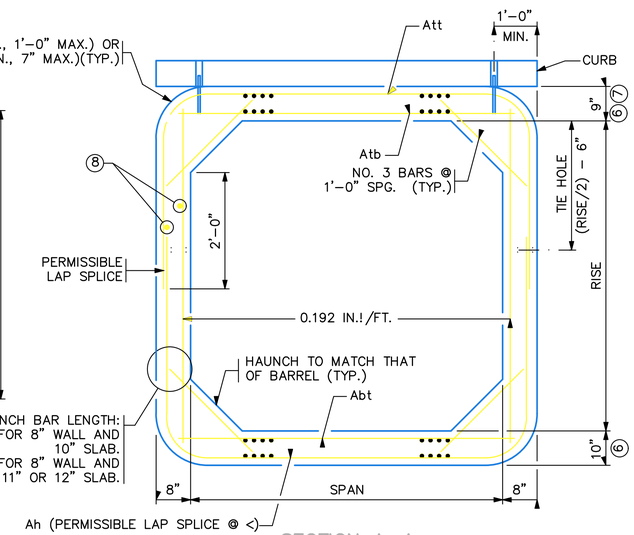


PLAN VIEW

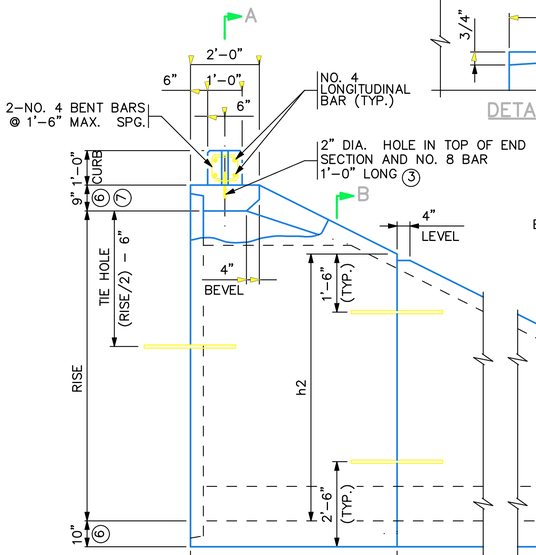
SOME REINFORCEMENT NOT SHOWN

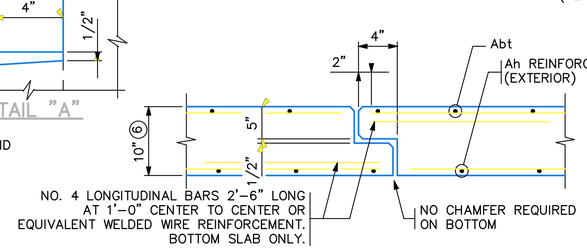


DETAIL "A"



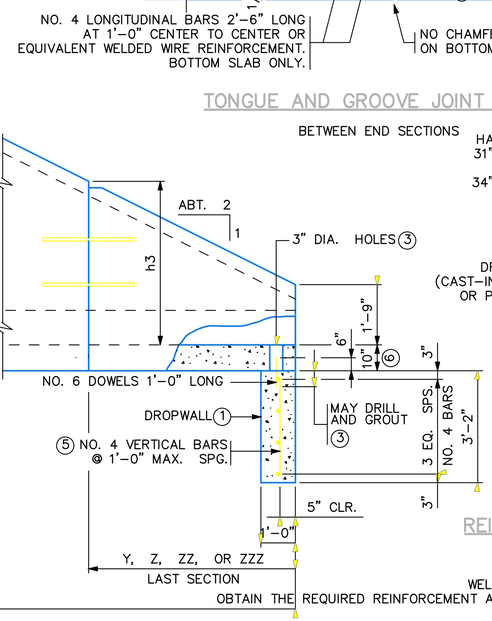
SECTION A–A



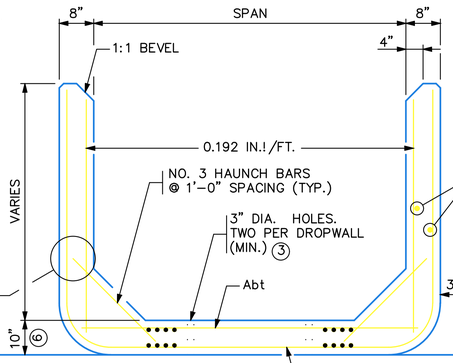


TONGUE AND GROOVE JOINT DETAIL

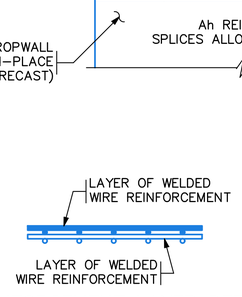
BETWEEN END SECTIONS



SIDE ELEVATION



SECTION B–B



REINFORCEMENT LAYER DETAIL

WHEN MORE THAN ONE LAYER OF WELDED WIRE REINFORCEMENT IS USED TO OBTAIN THE REQUIRED REINFORCEMENT AREAS, PLACE THE WIRES OF THE WELDED WIRE REINFORCEMENT AS SHOWN

CONSTRUCTION NOTES

SEE STANDARD FIG. 5–395.101(A) AND FIG. 5–395.101(B) FOR ADDITIONAL DIMENSIONS AND CONSTRUCTION NOTES.

USE CONCRETE MIX NO. 3W82 WITH NO CALCIUM CHLORIDE ALLOWED.

ALL END SECTIONS REQUIRE CURB ON LINTEL BEAM.

ON ALL END SECTIONS FOR WATERWAYS, USE DROPWALLS ON INLET AND OUTLET ENDS.

SEE STANDARD FIG. 5–395.115 FOR EMBANKMENT PROTECTION.

FINISH ALL EXPOSED EDGES OF CONCRETE WITH 1/2" OR 3/4" CHAMFER OR RADIUS UNLESS OTHERWISE NOTED.

MAXIMUM SIZE OF REINFORCEMENT BARS IS NO. 6, EXCEPT NO. 7 OR 8 BARS MAY BE USED FOR Atb ON SPANS GREATER THAN 14'. THE MAXIMUM WELDED WIRE REINFORCEMENT SIZE IS W23 PER LAYER (MAXIMUM OF 2 LAYERS).

(1) WITH DOUBLE BOXES LOCATE DROPWALL JOINTS BETWEEN END SECTIONS. SEE STANDARD FIG. 5–395.111 FOR ALTERNATE DROPWALLS. LIMITS OF EXCAVATION FOR DROPWALL ARE APPROXIMATELY THE SAME AS DROPWALL DIMENSIONS. DROPWALL CONCRETE MIX IS 3S52, OR 3Y82 IF PRECAST. FURNISHING AND INSTALLATION OF DROPWALL TO BE INCLUDED IN PRICE BID FOR END SECTIONS. DROPWALL NOT REQUIRED FOR NON–WATERWAY USE.

(2) CHECK LOCATION TO DETERMINE WHETHER A TONGUE OR A GROOVE IS USED.

(3) FILL HOLE WITH GROUT. GROUT CONSISTS OF 1 PART CEMENT AND 2 PARTS SAND. USE TYPE 1A AIR ENTRAINED PORTLAND CEMENT. GROUT MIX MAXIMUM SLUMP IS 4".

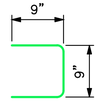
(4) 3'–6" MIN. TONGUE AND 3'–7" MIN. GROOVE FOR CULVERTS WITH 6'–0" SPANS. 5'–0" MIN. TONGUE AND 5'–1" MIN. GROOVE FOR CULVERTS WITH SPANS GREATER THAN 6'–0". CENTER TONGUE AND GROOVE ON < OF EACH APRON JOINT. TONGUE AND GROOVE JOINT ON ALL THREE SIDES OF APRON IS PERMISSIBLE.

(5) AS AN ALTERNATE TO THE ONE LAYER WELDED WIRE REINFORCEMENT, PROVIDE TWO LAYERS OF REBAR OR WELDED WIRE REINFORCEMENT WITH THE STEEL AREA EQUAL TO HALF OF THE TEMPERATURE STEEL PER CODE REQUIREMENTS IN EACH FACE OF THE DROPWALL.

(6) APRON TOP AND BOTTOM SLAB THICKNESS MAY BE 8" FOR CULVERTS WITH 6' SPANS ONLY. BOTTOM SLAB THICKNESS MAY BE INCREASED UP TO 2" MAX. PROVIDED CONCRETE COVER IS 11/2" MIN., 2" MAX.

(7) 10" MINIMUM TOP SLAB FOR 14' AND 16' SPANS.

(8) PLACE LONGITUDINAL REINFORCEMENT PERPENDICULAR TO THE CULVERT SPAN WITH A MINIMUM OF 0.06 SQUARE INCHES PER PERIPHERAL FOOT ON ALL FACES OF THE BARREL.



NO. 4 BENT BAR

Att, Atb REINFORCEMENT

SPAN (FT.)	Att (IN.²/FT.)	Atb (IN.²/FT.)
6	0.27	0.44
8	0.47	0.60
10	0.62	0.74
12	0.88	1.06
14	1.20	1.58
16	1.52	2.09

Abt REINFORCEMENT

SPAN (FT.)	Abt (IN.²/FT.)
6–10	0.20
12	0.30
14	0.39
16	0.39

APRON DIMENSIONS & Ah REINFORCEMENT

RISE FT.	L FT.	SECTION 1 X	SECTION 1 Ah	h2	SECTION 2 Y	SECTION 2 Ah	h3	SECTION 3 Z	SECTION 3 Ah	h4	SECTION 4 ZZ	SECTION 4 Ah	h5	SECTION 5 ZZZ	SECTION 5 Ah	h6
4	8	8' (4')	0.192	1'–9"(3'–9")	(4')	(0.192)	(1'–9")									
5	10	6'	0.192	3'–9"	4'	0.192	1'–9"									
6	12	6'	0.192	4'–9"	6'	0.192	1'–9"									
7	14	6'	0.192	5'–9"	8' (4')	0.192	1'–9"(3'–9")	(4')	(0.192)	(1'–9")						
8	16	6'	0.20	6'–9"	6'	0.192	3'–9"	4'	0.192	1'–9"						
9	18	6'	0.29	7'–9"	6'	0.20	4'–9"	6'	0.192	1'–9"						
10	20	6'	0.42	8'–9"	6'	0.29	5'–9"	8' (4')	0.192	1'–9"(3'–9")	(4')	(0.192)	(1'–9")			
11	22	6'	0.60	9'–9"	6'	0.42	6'–9"	6'	0.192	3'–9"	4'	0.192	1'–9"			
12	24	6'	0.78	10'–9"	6'	0.60	7'–9"	6'	0.20	4'–9"	6'	0.192	1'–9"			
13	26	6'	1.03	11'–9"	6'	0.78	8'–9"	6'	0.28	5'–9"	8' (4')	0.192	1'–9"(3'–9")	(4')	(0.192)	(1'–9")
14	28	6'	1.38	12'–9"	6'	1.03	9'–9"	6'	0.40	6'–9"	6'	0.192	3'–9"	4'	0.192	1'–9"

NOTE: Ah IS AREA OF REINFORCEMENT PER FOOT OF LENGTH (IN.²/FT.)
VALUES IN ( ) MAY BE USED FOR END SECTIONS WITH SPANS OF 14' AND 16' ONLY.

REV NO.	DESCRIPTION	DATE
1	ADDED APRON DETAILS	3/13/17

DATE: 3/13/2017
DESIGN BY: WPD
DRAWN BY: WPD
CHECKED BY: NA
DWG FILE: APRON DETAILS
FILE NO.: I7-0203.00

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SIGNED:
DATE: 6/26/17 LICENSE NO: 40100

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LAND SURVEYING
CIVIL ENGINEERING
MAPPING
1005 1ST STREET BECKER, MN 55308-9322
TEL 763-262-4822 FAX 763-262-8844

112TH ST SE
BECKER TOWNSHIP
SHERBURNE COUNTY, MN
APRON DETAILS

SHEET NO.
4
=

SNAKE RIVER

END CONSTRUCTION
@ STATION: 1+90.03

58' LF - 8'X4' PRECAST CONCRETE BOX CULVERT
W/ 2 PRECAST CONCRETE END SECTIONS
@ STATION: 0+95.73

ID(A) - TEMPORARY IMPACTS: 593 SF

ID(A) - PERMANENT IMPACTS: 638 SF

ID(A) - TYPE 6 SHRUB SCRUB WETLAND

701
934.12
wet n1

700
934.52
wet n2

704
934.79
wet n4

703
935.62
wet n3

112TH ST SE

2+08.45

2+00.00

1+50.00

1+00.00

0+50.00

0+00.00

33' R/W

708
935.06
wet s1

707
935.39
wet s2

706
934.28
wet s3

705
933.97
wet s4

CONSTRUCTION LIMITS

ID(B) - PERMANENT IMPACTS: 419 SF

ID(B) - TEMPORARY IMPACTS: 1,671 SF

ID(B) - TYPE 2 FRESH WET MEADOW WETLAND

SILT FENCE, TYPE MS

FLOTATION SILT CURTAIN TYPE MOVING WATER

BEGIN CONSTRUCTION
@ STATION: 0+01.43

REV NO.	DATE	DESCRIPTION

DATE: 6/26/2017
DESIGN BY: WPD
DRAWN BY: WPD
CHECKED BY: NA
DWG FILE: EROSION
FILE NO.: 17-0203.00

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DATE: 6/26/17

BOGART, PEDERSON & ASSOCIATES, INC.
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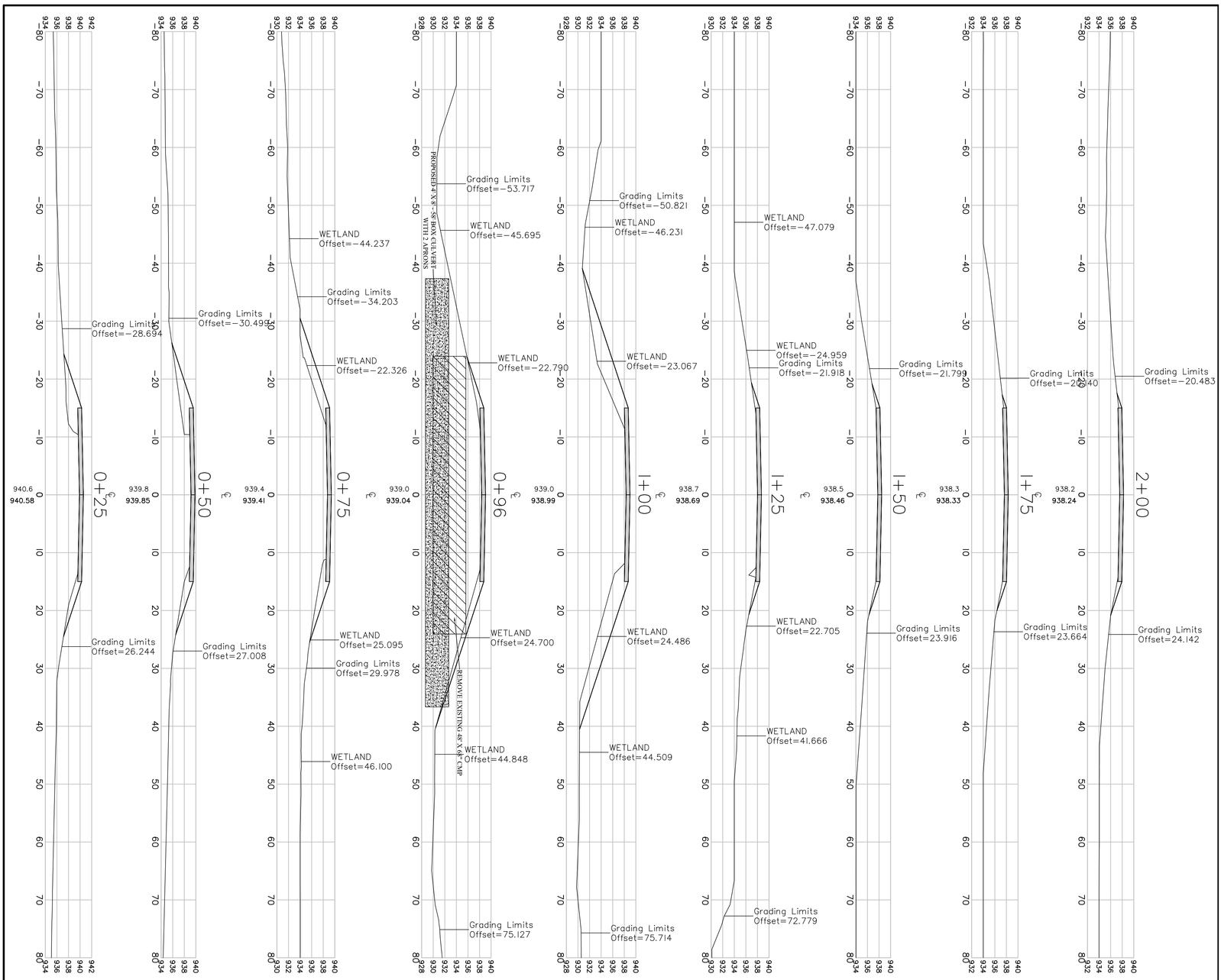
1007 FIRST STREET BECKER, MN 55308-8322
TEL: 763-262-8822 FAX: 763-262-8844

112TH ST SE
BECKER TOWNSHIP
SHERBURNE COUNTY, MN
EROSION

SHEET NO.
5
=

7/21/2017 10:32 AM
n:\projects current\17-0203 112th & snake river\dwg\17-0203 typ sections.dwg



SHEET NO. 9 OF 11

112TH ST SE
BECKER TOWNSHIP
SHERBURNE COUNTY, MN
X SECTIONS

BOGART, PEDERSON & ASSOCIATES, INC.
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13076 FIRST STREET, BECKER, MN 55308-9322
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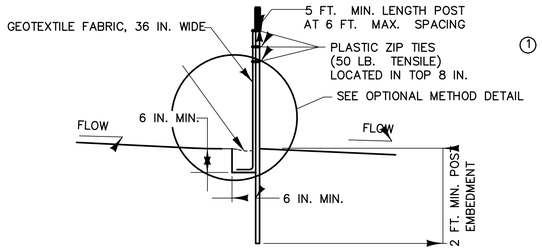
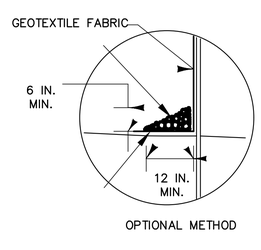
DATE: 6/26/17 LICENSE NO: 40100

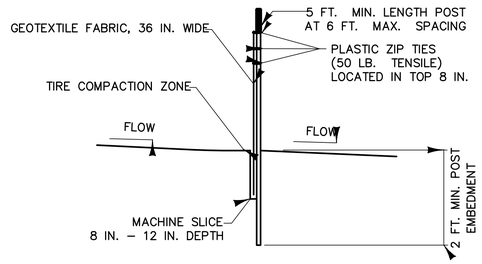
DATE: 3/13/2017
DESIGN BY: WPD
DRAWN BY: WPD
CHECKED BY: NA
DWG FILE: X SECTIONS
FILE NO.: 17-0203.00

REV NO.	DATE	DESCRIPTION





SILT FENCE TYPE HI ② (HAND INSTALLED)



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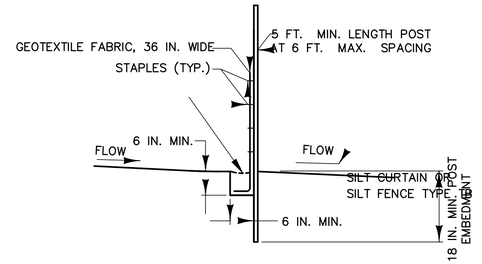

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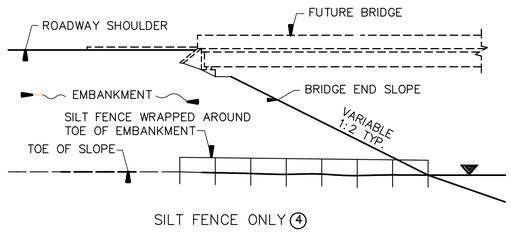
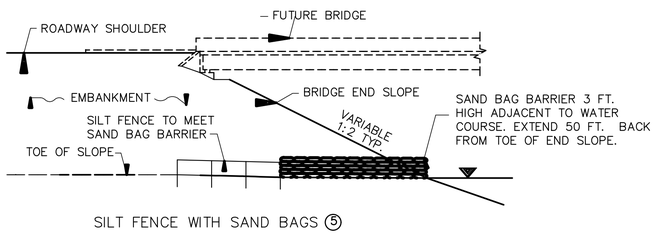
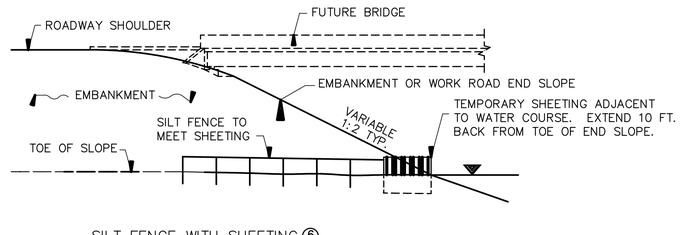


SILT FENCE ONLY ④

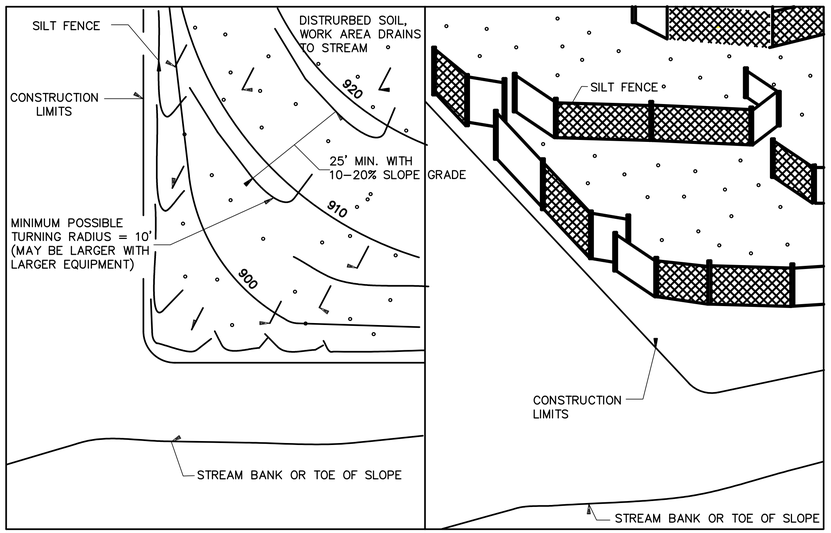


SILT FENCE WITH SAND BAGS ⑤

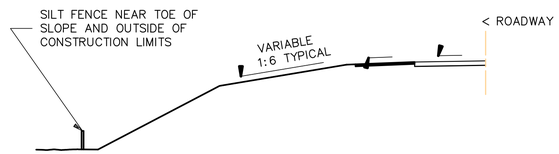
INSTALLATION AT BRIDGE EMBANKMENT ADJACENT TO WATER



SILT FENCE WITH SHEETING ⑥



J–HOOK INSTALLATION



LOCATION AT TOE OF ROADWAY EMBANKMENT

NOTES:

SEE SPECS. 2573, 3149 & 3886.

① **COARSE FILTER AGGREGATE (SPEC. 3149) SHALL BE INCIDENTAL.**

② TO PROTECT AREAS FROM SHEET FLOW. MAXIMUM CONTRIBUTING AREA: 1 ACRE.

③ TO PROTECT AREAS FROM SHEET FLOW. MAXIMUM CONTRIBUTING AREA: 0.25 ACRE.

④ WATER COURSE FLOW VELOCITY: STANDING.
CONTRIBUTING SLOPE AREA: 1./2 ACRE.

⑤ WATER COURSE FLOW VELOCITY: 1 TO 7 FT./SEC.
CONTRIBUTING SLOPE AREA: 1. ACRE.

⑥ WATER COURSE FLOW VELOCITY: 8 TO 15 FT./SEC.
CONTRIBUTING SLOPE AREA: 3 ACRES.

REV NO.	DATE	DESCRIPTION

DATE: 3/13/2017
DESIGN BY: WPD
DRAWN BY: WPD
CHECKED BY: NA
DWG FILE: DETAILS
FILE NO.: 17-0203.00

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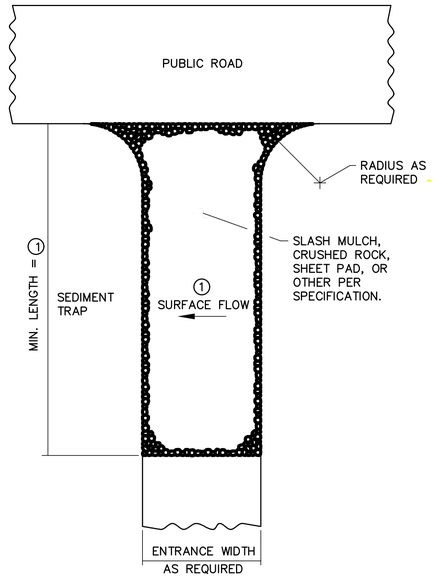
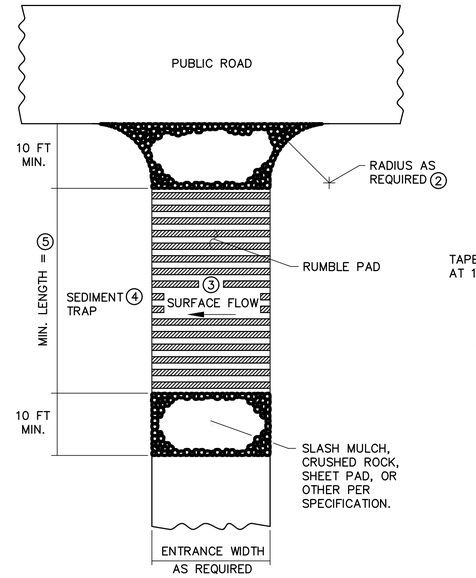
TEL: 763-262-4822 FAX: 763-262-8844

112TH ST SE
BECKER TOWNSHIP
SHERBURNE COUNTY, MN
DETAILS

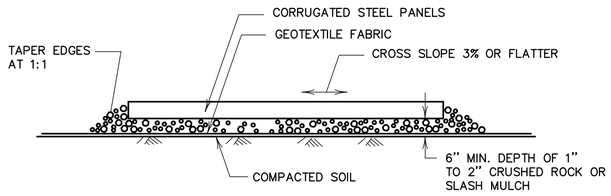
SHEET NO.
7



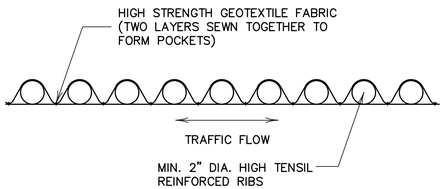
SLASH MULCH, CRUSHED ROCK, OR SHEET PAD CONSTRUCTION EXIT ⑥



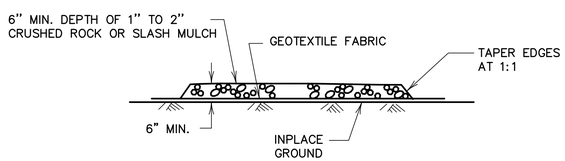
RUMBLE PAD CONSTRUCTION EXIT ⑧⑦



RUMBLE PAD



SHEET PAD



SLASH MULCH OR CRUSHED ROCK

NOTES:

SEE SPECS. 2573 & 3882.

(1) MINIMUM LENGTH SHALL BE THE GREATER OF 50 FEET OR A LENGTH SUFFICIENT TO ALLOW A MINIMUM OF 5 TIRE ROTATIONS ON THE PROVIDED PAD. MINIMUM LENGTH SHALL BE CALCULATED USING THE LARGEST TIRE WHICH WILL BE USED IN TYPICAL OPERATIONS.

(2) PROVIDE RADIUS OR WIDEN PAD SUFFICIENTLY TO PREVENT VEHICLE TIRES FROM TRACKING OFF OF PAD WHEN LEAVING SITE.

(3) IF RUNOFF FROM DISTURBED AREAS FLOWS TOWARD CONSTRUCTION EXITS, PREVENT RUNOFF FROM DRAINING DIRECTLY TO PUBLIC ROAD OVER CONSTRUCTION EXIT BY CROWNING THE EXIT OR SLOPING TO ONE SIDE. IF SURFACE GRADING IS INSUFFICIENT, PROVIDE OTHER MEANS OF INTERCEPTING RUNOFF.

(4) IF RUNOFF FROM CONSTRUCTION EXITS WILL DRAIN OFF OF PROJECT SITE, PROVIDE SEDIMENT TRAP WITH STABILIZED OVERFLOW.

(5) IF A TIRE WASH OFF IS REQUIRED THE CONSTRUCTION EXITS SHALL BE GRADED TO DRAIN THE WASH WATER TO A SEDIMENT TRAP.

(6) MINIMUM LENGTH OF RUMBLE PAD SHALL BE 20 FEET, OR AS REQUIRED TO REMOVE SEDIMENT FROM TIRES. IF SIGNIFICANT SEDIMENT IS TRACKED FROM THE SITE, THE RUMBLE PAD SHALL BE LENGTHENED OR THE DESIGN MODIFIED TO PROVIDE ADDITIONAL VIBRATION. WASH-OFF LENGTH SHALL BE AS REQUIRED TO EFFECTIVELY REMOVE CONSTRUCTION SEDIMENT FROM VEHICLE TIRES.

(7) MAINTENANCE OF CONSTRUCTION EXITS SHALL OCCUR WHEN THE EFFECTIVENESS OF SEDIMENT REMOVAL HAS BEEN REDUCED. MAINTENANCE SHALL CONSIST OF REMOVING SEDIMENT AND CLEANING THE MATERIALS OR PLACING ADDITIONAL MATERIAL (SLASH MULCH OR CRUSHED ROCK) OVER SEDIMENT FILLED MATERIAL TO RESTORE EFFECTIVENESS.

REV NO.	DATE	DESCRIPTION

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CHECKED BY: NA
DWG FILE: DETAILS
FILE NO.: 17-0203.00

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SIGNED: _____ LICENSE NO: 40100
DATE: 6/26/17

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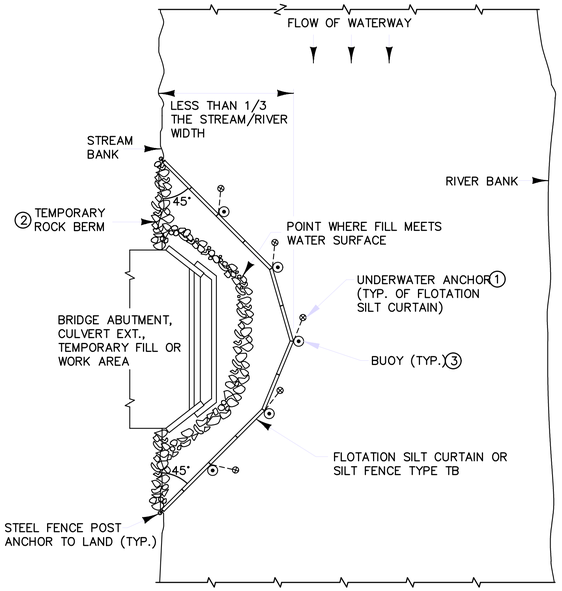
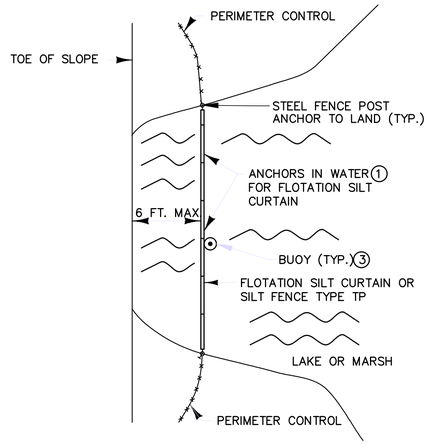
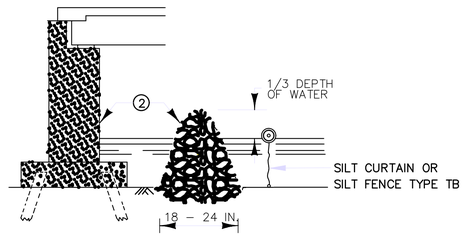


PLAN VIEW FOR STREAM ⑤



PLAN VIEW FOR LAKE OR MARSH ⑤



TEMPORARY ROCK BERM
FOR SEDIMENT CONTROL

INSTALLATION GUIDELINES
SILT FENCE TYPE TB

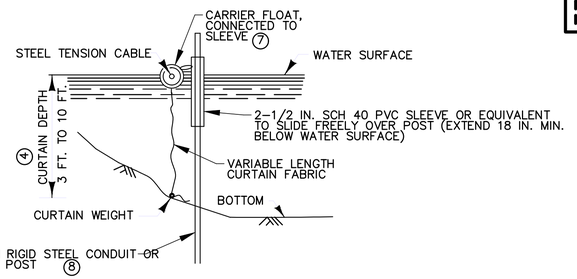
MINIMUM WATER DEPTH: 1 FT.
MAXIMUM WATER DEPTH: 3 FT.
MAXIMUM WATER VELOCITY: 5 FT./SEC.

INSTALLATION GUIDELINES ④
FLOTATION SILT CURTAIN
TYPE: STILL WATER

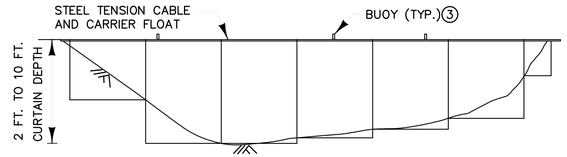
MINIMUM WATER DEPTH: 3 FT.
MAXIMUM WATER DEPTH: 10 FT.
MAXIMUM WATER VELOCITY: 2 FT./SEC.
MAXIMUM WAVE HEIGHT: 1 FT

INSTALLATION GUIDELINES ④
FLOTATION SILT CURTAIN
TYPE: MOVING WATER

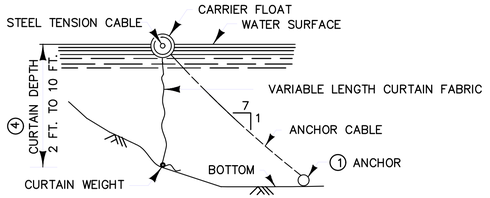
MINIMUM WATER DEPTH: 3 FT.
MAXIMUM WATER DEPTH: 10 FT.
MAXIMUM WATER VELOCITY: 5 FT./SEC.
MAXIMUM WAVE HEIGHT: 2 FT.



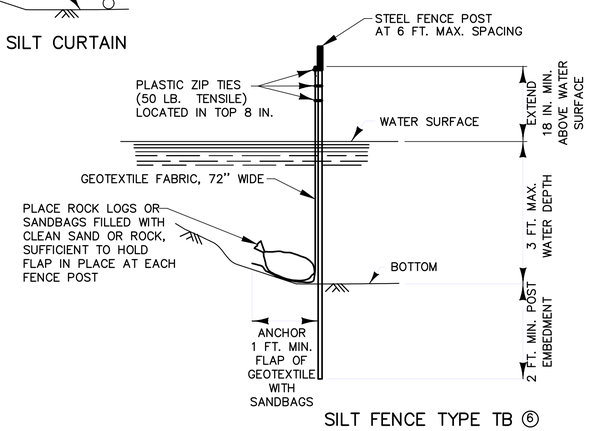
ALTERNATE FLOTATION SILT CURTAIN



FRONT VIEW FOR FLOTATION SILT CURTAIN



FLOTATION SILT CURTAIN



SILT FENCE TYPE TB ⑥

NOTES:

SEE SPECS. 2573, 3886, 3887 & 3893.

① FOR ANCHOR SPACING AND WEIGHT REQUIREMENTS, SEE SPEC. 2573.

② IN AREAS WHERE THE PLAN CALLS FOR RIPRAP AT A BRIDGE, CULVERT, OR SLOPE, A TEMPORARY ROCK BERM CONSTRUCTED FROM THE RIPRAP CAN BE USED TO PROVIDE ADDITIONAL PROTECTION. WHEN THE WORK IS COMPLETE THE RIPRAP CAN THEN BE MOVED TO THE PERMANENT LOCATION INDICATED IN THE PLANS. THE TEMPORARY ROCK BERM IS INCIDENTAL.

③ ON U.S. COAST GUARD OR OTHER MOTORIZED WATERWAYS, BUOYS ARE REQUIRED TO MARK THE ENDS AND SPECIAL AREAS FOR VISIBILITY. PLACE BUOYS AS REQUIRED FOR NAVIGATIONAL PURPOSES.

④ MINIMUM WATER DEPTH APPLIES TO THE DEEPEST POINT ALONG THE FLOTATION SILT CURTAIN OR SILT FENCE TYPE TB FOR DETERMINING APPLICABILITY OF FLOTATION SILT CURTAIN OR SILT FENCE TYPE TB.

⑤ SILT CURTAIN SHOULD BE REMOVED WHEN THE AREA CONTRIBUTING DIRECT RUNOFF HAS BEEN TEMPORARILY OR PERMANENTLY STABILIZED. SILT CURTAIN SHOULD ALSO BE REMOVED BEFORE WINTER IF ICE UP OR ICE FLOW IS ANTICIPATED.

⑥ EMBED POST INTO BOTTOM A MINIMUM OF 40% OF THE WATER DEPTH (INCLUDING WAVE HEIGHT), BUT IN NO CASE SHALL EMBEDMENT BE LESS THAN 2 FEET.

⑦ ANCHOR FLOAT MUST BE CONNECTED SECURELY TO SLEEVE WITH A MINIMUM TENSILE STRENGTH OF 100 LBS. CONNECTION METHOD MUST ALLOW FOR SLEEVE TO MOVE FREELY ON POST.

⑧ PROVIDE SUFFICIENT NUMBER OF POST ANCHORS TO MAINTAIN SILT CURTAIN POSITION.

REV NO.	DATE	DESCRIPTION

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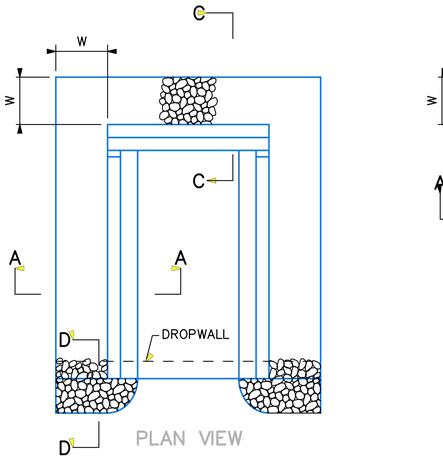
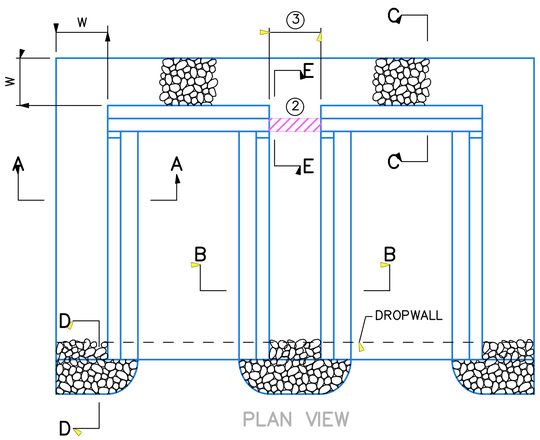
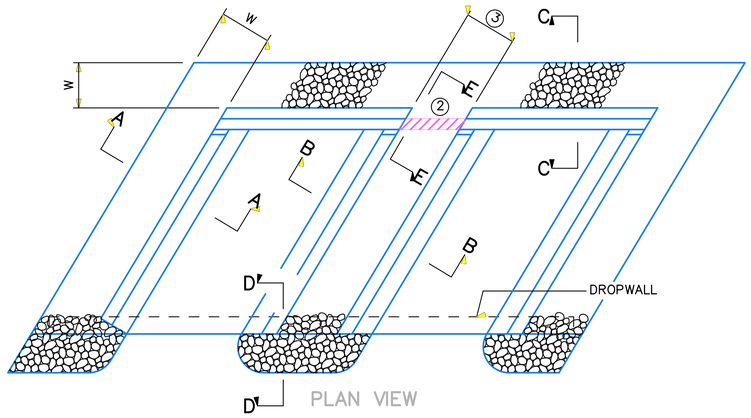


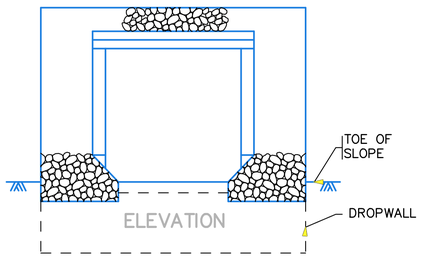
PLAN VIEW



PLAN VIEW



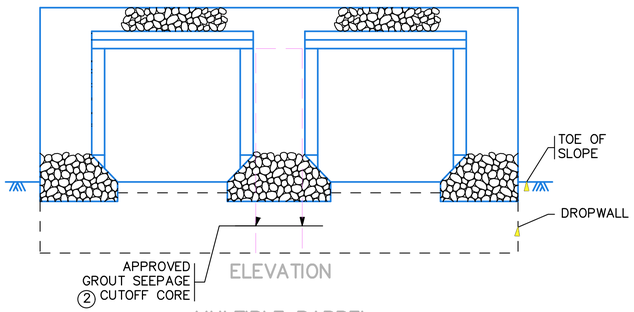
PLAN VIEW



ELEVATION

SINGLE BARREL

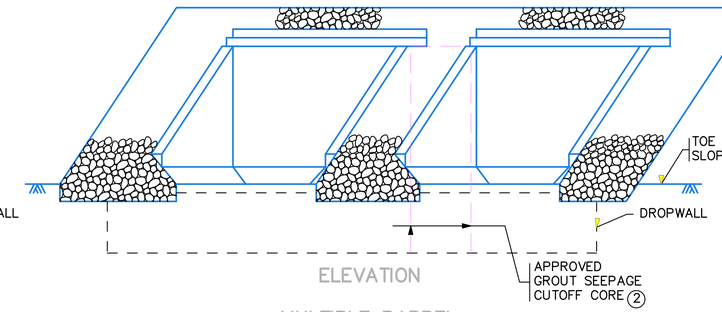
CLASS III OR IV SHOWN
FOR SKEWS UP TO 71/2°



ELEVATION

MULTIPLE BARREL

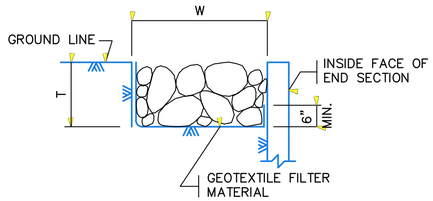
FOR SKEWS UP TO 71/2°
CLASS III OR IV SHOWN
DOUBLE BARREL SHOWN



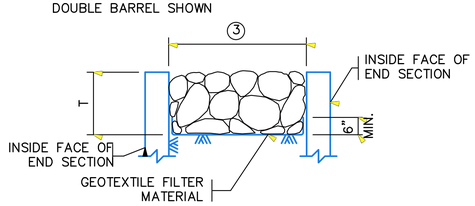
ELEVATION

MULTIPLE BARREL

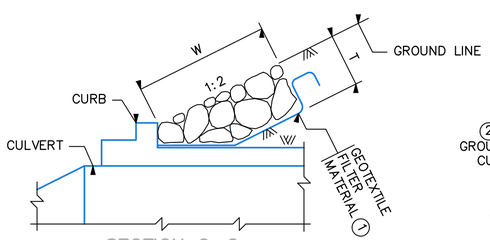
FOR SKEWS OVER 71/2°
CLASS III OR IV SHOWN
DOUBLE BARREL SHOWN,
OTHER BARREL CONFIGURATIONS SIMILAR.



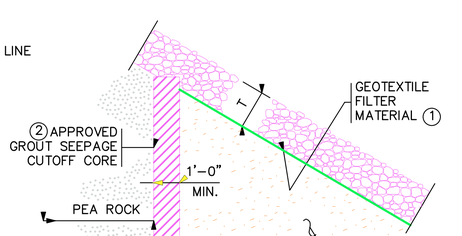
SECTION A–A



SECTION B–B

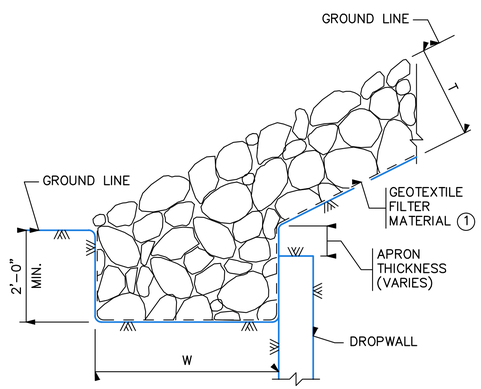


SECTION C–C



ELEVATION OF THE APPROVED GROUT SEEPAGE CUTOFF CORE IS TO BE THE SAME ELEVATION AS THE BOTTOM OF THE DROP WALL

SECTION E–E



SECTION D–D

CONSTRUCTION NOTES

THIS PLAN SHEET IS FOR CULVERT EMBANKMENT PROTECTION ONLY. REFER TO THE GRADING PLANS FOR ADDITIONAL RIPRAP OR OTHER SCOUR PROTECTION MEASURES.

PROVIDE RIPRAP PER SPECS. 2511 AND 3601.

① FOR TYPE OF GEOTEXTILE FILTER MATERIAL REQUIRED, SEE SPEC. 3733. PROVIDE GEOTEXTILE STRIPS CONTINUOUS WITHOUT OVERLAPS, EXCEPT FOR THE TOP STRIP, WHICH SHOULD SHINGLE VERTICAL STRIPS. BURY THE TOP EDGE TO PREVENT UNDERMINING.

② IF THE DISTANCE BETWEEN DOUBLE BARRELS IS LESS THAN 2'–0" USE EITHER PEA ROCK OR LEAN MIX BACKFILL (SPEC. 2520) BETWEEN THE CULVERTS AS APPROVED BY THE ENGINEER. IF PEA ROCK IS USED PROVIDE APPROVED GROUT SEEPAGE CUTOFF CORE, MINIMUM 12" THICK BETWEEN THE CULVERT'S TWO ENDS AND PROVIDE CLASS I GROUTED RIPRAP IN LIEU OF CLASS III RIPRAP.

③ REFER TO THE GENERAL PLAN AND ELEVATION SHEET FOR THE DISTANCE BETWEEN BARRELS OF ADJACENT BOXES.

RIPRAP CLASS

RIPRAP CLASS	RIPRAP CLASS	T	W
☐	III	1'–6"	3'–0"
☐	IV	2'–0"	4'–0"

DESIGNER NOTE:
REMOVE PRIOR TO PLOTTING FINAL PLAN

DESIGNER TO SELECT EITHER
CLASS III OR IV
RIPRAP USING CHECK BOX ABOVE.

REV NO.	DATE	DESCRIPTION

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112TH ST SE
BECKER TOWNSHIP
SHERBURNE COUNTY, MN
DETAILS

SHEET NO.
10
11

112TH ST SE CROSS SECTION AT CULVERT LOCATION

SNAKE RIVER CROSS SECTIONS

SNAKE RIVER PROFILE

REV NO.	DATE	DESCRIPTION

DATE: 3/13/2017
DESIGN BY: WPD
DRAWN BY: WPD
CHECKED BY: NA
DWG FILE: SURVEY
FILE NO.: 17-0203.00

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SURVEY

SHEET NO.
=
=

SECTION 00800 – SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement *the Standard General Conditions of the Construction Contract* (EJCDC No. C-700 2013 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-3.02 Reference Standards: Add the following new paragraph immediately after paragraph 3.02.A.2

3. All materials used and tests made shall be judged by applicable standards of the American Society for Testing Materials (A.S.T.M.), American Association of State Highway Transportation Officials (A.A.S.H.T.O.), Minnesota Department of Transportation (Mn/DOT) and other standards applicable to the particular phase of the construction being performed.

SC-4.04 Underground Facilities: Add the following language at the end of the first sentence of paragraph 4.04.A

, to the extent such information was available. The Contractor shall be required to complete a Gopher State One Call locate request prior to the commencement of any construction operations.

SC 5.04 Contractors Liability Insurance: Add the following sub-paragraphs to paragraph 5.04.B.2

Minimum limits of coverage required for this Contract:

a. Workmen's Compensation.

   a. Statutory Requirements.

b. General Liability Insurance.

   1. Bodily Injury - $1,000,000 per occurrence/$2,000,000 aggregate limit.

   2. Property Damage - $150,000 per occurrence/$500,000 aggregate limit.

c. Automobile Liability Insurance.(Owned, Non-Owned, Rented)

1. Bodily Injury - $500,000 per occurrence/ $1,000,000 aggregate limit.

2. Property Damage - $150,000 per occurrence/ $500,000 aggregate limit.

d. Umbrella Liability Insurance.

1. $2,000,000 limit.

SC-6.09 Law and Regulations: Add the following new paragraph immediately after paragraph 6.09.C:

D. The Contractor will be required to comply with local ordinances and zoning requirements insofar as they may apply. It shall not be the duty or responsibility of the Engineer to review or inspect the Contractors performance relating to this requirement.

SC-6.11 Use of Site and Other Areas/Facilities: Add the following sub-paragraph to paragraph 6.11.A.1

a. Hydrants, poles, guy wires or other obstructions encroaching on the work will be relocated by their respective owners. The Contractor is cautioned, however, to avoid injury to all such property, and shall give reasonable notice to the parties concerned so they will have ample opportunity to move them out of the way. He shall maintain reasonable access to private drives.

SC-6.13 Safety and Protection: Add the following new paragraphs immediately after paragraph 6.13.B:

C. The Contractor shall make every effort to schedule and conduct his work in such a manner that the public will be inconvenienced as little as possible. The Contractor shall provide all barricades, lights, and signs required to protect his work. Any activities affecting local traffic shall be coordinated with the local road authority.

D. In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of work. This requirement will apply continuously and not be limited to normal working hours. Additionally, the Contractor shall install

a child-proof barrier completely around all excavations every night, and whenever the construction site is to be left unattended by authorized workmen, when said excavations are not backfilled to the level of the surrounding grade.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Add the following item to Article 6:

SC-6.21 Right of Entry:

A. The Contractor shall permit right of entry and inspection to authorized representatives of Federal, State, County and local governmental agencies and the Owner, as well as to the authorized project representative or representatives of the Engineer and his subcontractors.

SC-9.01 Owner's Representative: Add the following new paragraph immediately after paragraph 9.10.E

9.11 Inspection and Testing:

A. The Owner may employ and pay for, services of an independent testing laboratory to perform testing. The Contractor shall furnish at his own expense such labor, materials and facilities as may be required by the Engineer for compaction and other inspection. This shall not include the expense of the project observer or representative of the Engineer. Any inspections, tests, or approvals, or waiver of tests will in no way relieve the Contractor of full responsibility for meeting the guaranteed performance and requirements of the Contract.

SC-16.01 Dispute Resolution, Methods and Procedures: Delete paragraph 16.01.A in its entirety and insert the following in its place:

All claims, disputes and other matters between the Owner and Contractor arising out of or relating to the Contract Documents or breach thereof may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association if both parties hereto agree or in District Court for the County of Sherburne, Minnesota, if either party does not agree to arbitration. The Owner and the Contractor agree that venue shall be placed in Sherburne County and each waives any right to change such venue granted by Minnesota Statute or otherwise.

SC-12.03 Delays Beyond Contractor's Control: Add the following new paragraph immediately after paragraph 12.03.A:

B. Time extensions to the Contract construction time period due to unusually inclement weather may be requested by the Contractor and considered by the Engineer. However, the Contractor shall provide actual climatological data prepared by the United States Weather Bureau listing the average days of wet weather and the average amount of precipitation that can be expected during the construction period at the Project site. The Engineer will then base his decision on the anticipated average and the actual average data and recommend additional days of extension if warranted. If warranted, a change order will be prepared and executed.

Bid Form

Spec no	Item Description	Unit	Quantity	Unit Price	Extension
2021.501	MOBILIZATION	LUMP SUM	1.00		
2104.501	REMOVE PIPE CULVERTS	LIN FT	48.00		
2105.501	COMMON EXCAVATION	CU YD	1516.00		
2105.523	COMMON BORROW (LV)	CU YD	1746.00		
2118.501	AGGREGATE SURFACING CLASS 5	TON	155.00		
2412.511	4X8 BOX CULVERT INSTALLATION	LIN FT	74.00		
2451.507	GRANULAR BEDDING (LV)	CU YD	52.00		
2511.501	RANDOM RIPRAP CLASS III	CU YD	45.00		
2511.515	GEOTEXTILE FILTER FABRIC TYPE IV	SQ YD	133.00		
2573.502	SILT FENCE TYPE MS	LIN FT	372.00		
2573.505	FLOTATION SILT CURTAIN TYPE MOVING WATER	LIN FT	28.00		
2575.555	TURF ESTABLISHMENT	LUMP SUM	1.00		

TOTAL:	

Request for Town Board Action

Meeting Date: 8/21/2017

Agenda Item #/Location: Engineering		Description: Driveways/Culverts
Support Documentation	☐ None ☒ As described: current standards and ROW Ordinance	
Background/Key Issues	Engineer to review with board. Clerk and City Clerk have discussed the 'how to' to get this done.	
Board Action Requested	☒ Information/Review for the procedures ☒ Motion to approve/disapprove the revised ordinance ☐ Other:	
Deadline Involved? __8/21/2017_____		
Action Taken	☐ Approved as Requested ☐ Denied ☐ Tabled	☐ Report Accepted ☐ Other

INITIAL DRIVEWAY PERMIT APPLICATION FOR ACCESS TO TOWNSHIP ROAD
BECKER TOWNSHIP, SHERBURNE COUNTY, MINNESOTA
12165 Hancock Street, PO Box 248, Becker, MN 55308

T: 763.261.5301 F: 763.261.5303 Web: Beckertownship.org Email: clerk@beckertownship.org

A permit application is required for "ANY" WORK IN THE Township Rights of Way
Permit fees MAY be waived if the work benefits the Township

For Office Use Only ❑Driveway Permit ❑ Other Permit _____

Building Permit Number _____ Township Road _____

Construction Deposit waived for Single Family Residence initial driveway.

If the work is not completed as outlined, costs incurred by the Township to remove or complete the construction will be charged to the applicant.

PLEASE PRINT

More than one driveway access per property requires Township Board Approval and an additional permitting process.

Applicant Name: _____ Phone: _____ Fax: _____

Address (Street, City, Zip): _____

Property Owner: _____ Phone: _____

Address (Street, City, Zip): _____

Proposed Access Location (Street Name) _____ Miles/feet N-E-S-W of

Intersecting Street (Name): _____

Legal Description: Located in _____ Quarter of Section ____ Township ___ Range ___ or Located in Plat (name): _____

Parcel Identification Number 05–_____ - _____

Property Address: _____

Access Purpose Residential _____ Commercial _____

Number of present accesses: _____ **Date access will be installed: _____**

Attach a sketch of the property, present & proposed accesses in relation to intersecting roads

I (we) the undersigned, herewith make application for permission to construct the access at the above location, said access to be constructed to conform to current Township Engineering Standards. It is further agreed that no work in connection with this application will be started until the application is approved and the permit issued. It is expressly understood that this permit is conditioned upon replacement or restoration of the Township Road to its original condition.

Further, I (we) the undersigned, have received a copy of the current Township Engineering Standards and Minnesota Statute 160.2715 Right of Way Use, Misdemeanors.

Further, I (we) the undersigned, realize the if property indicated above has a driveway that does not comply with current Becker Township Engineering Standards a certificate of occupancy will not be granted until the driveway is brought into compliance.

Date: _____ Applicant Signature: _____

Date: _____ Property Owner(s) Signature(s): _____

This Side for Department Use Only

Date of Initial Inspection: _____

Right-of-Way Width: Feet: _____ Total Width:_____ From Centerline: _____

Culvert required? (aprons are required): ❑ Yes ❑ No Size: _____

Drive access conforms to current Engineering Standards: ❑ Yes ❑ No (see comments below)

Inspection (circle one): **Approved** **Non-compliant**

Inspection: Date: _____ Signature: _____

Inspection Comments:

If original inspection does not conform to current Becker Township Engineering Standards, acknowledgement is required.

Request for Town Board Action

Meeting Date: 8/21/2017

Agenda Item #/Location:	Description: Kent Holtz Secondary Access Permit	
Support Documentation	☐ None ☒ As described: permit application attached	
Background/Key Issues	Driveway put in without prior approval. Does not meet standards. Wes speaking with owner regarding what needs to be done to bring up to Township Standards.	
Board Action Requested	☐ Information/Review ☒ Motion to approve/disapprove ☐ Other:	
Deadline Involved? __8/21/2017_____		
Action Taken	☐ Approved as Requested ☐ Denied ☐ Tabled	☐ Report Accepted ☐ Other

After the fact Permit 110.00 Add'l fee Req. Received 7/21/17

BECKER TOWNSHIP

PERMIT APPLICATION FOR ACCESS TO TOWNSHIP ROAD

BECKER TOWNSHIP, SHERBURNE COUNTY, MINNESOTA

12165 Hancock Street, PO Box 248, Becker, MN 55308

T: 763.261.5301 F: 763.261.5303 Web: Beckertownship.org Email: clerk@beckertownship.org

For Office Use Only		☒ Driveway Permit	☐ Other Permit
Permit Number		Township Road	
Inspection fee required	$ 110.00	Paid by: K. Joe Holtz ☐Cash ☒Check # 2951	Date: 6-26-17
Construction Deposit	$ 500.00	Paid by: " ☐Cash ☒Check # 2952	Date: 6-26-17

Inspection Fee and Construction Deposit Due at time of application

If the work is not completed as outlined, costs incurred by the Township to remove or complete the construction will be deducted from the Construction Deposit.

PLEASE PRINT

Applicant Name: Kent Holtz Phone: (763) 227-2012 Fax: _____

Address (Street, City, Zip): 14420 83rd ST SE Becker, MN 55308

Property Owner: Same Phone: _____

Address (Street, City, Zip): _____

Proposed Access Location (Street Name) 83rd ST Miles/feet N-E-S-W of

Intersecting Street (Name): _____

Legal Description: Located in ____ Quarter of Section X Township __ Range __ or Located in Plat (name): _____

Parcel Identification Number 05-____-____

Property Address: 14420 83rd ST SE

Access Purpose Residential X Commercial _____

Number of present accesses: 1 **Date access will be installed:** _____

More than one driveway access per property requires Township Board Approval

Attach a sketch of the property, present & proposed accesses in relation to intersecting roads

I (we) the undersigned, herewith make application for permission to construct the access at the above location, said access to be constructed to conform to current Township Engineering Standards. It is further agreed that no work in connection with this application will be started until the application is approved and the permit issued. It is expressly understood that this permit is conditioned upon replacement or restoration of the Township Road to its original condition.

Further, I (we) the undersigned, have received a copy of the current Township Engineering Standards and Minnesota Statute 160.2715 Right of Way Use, Misdemeanors.

Signed: K Joe Holtz Name (print): Kent Joe Holtz

Date: June 26, 2017 Address: 14420 83rd ST SE Becker

7/21 - no ans
left msg

7/26 - no ans

7-31-2017

Kent said he would send in the drawings

Goes on the 8/21 BTB Mtg

BECKER TOWNSHIP

PERMIT APPLICATION FOR ACCESS TO TOWNSHIP ROAD

BECKER TOWNSHIP, SHERBURNE COUNTY, MINNESOTA

12165 Hancock Street, PO Box 248, Becker, MN 55308

T: 763.261.5301 F: 763.261.5303 Web: Beckertownship.org Email: clerk@beckertownship.org

This Side for Department Use Only

Inspections by Appointment only on: _____

Contact: _____ **By:** _____

Date of Initial Inspection: _____

Right-of-Way Width: Feet: _____ Total Width: _____ From Centerline: _____

Culvert/with aprons required: ❑ Yes ❑ No Size: _____

Drive access conforms to current Engineering Standards: ❑ Yes ❑ No

Initial Inspection (circle one): **Approved** **Denied**

Initial Inspection: Date: _____ Signature: _____

Initial Inspection Comments:

Final Inspection: Date: _____ Signature: _____

Final Inspection Comments:

Holtz
14420 83rd St
Becker Mn 55308

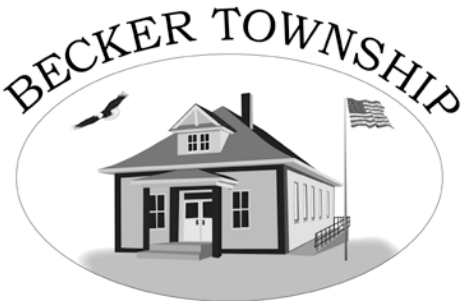
MINNEAPOLIS MN 553
18 JUL 2017 PM 5 L

Becker Township. Sherburne Cty Mn
12165 Hancock St
PO Box 248
Becker, Mn 55308

55308-024848

Request for Town Board Action

Meeting Date: 8/22/2017



Agenda Item #/Location: Supervisor Reports	Description: Federal EDA grant request support
Support Documentation	☐ None ☒ As described: sample resolution
Background/Key Issues	Chair Kolbinger to discuss background.
Board Action Requested	☒ Information/Review ☒ Motion to approve/disapprove ☐ Other:
Deadline Involved? __8/22/2017_____	
Action Taken	☐ Approved as Requested ☐ Report Accepted ☐ Denied ☐ Other ☐ Tabled

August xx, 2017

Dan Weber
Assistant County Administrator
Sherburne County
13880 Business Center Dr
Elk River, MN 55330

Dear Dan:

I am writing on behalf of _____ in support of Sherburne County's application for a Federal Economic Development Assistance Program application grant to help fund local transportation needs that will not only assist in the relocation of Northern Metal but also improve the overall accessibility to help industries expand in our region.

Our regional location which is just west of the Twin Cities metro area gives us many advantages. The area is rapidly growing and the population and business growth is directly tied to our favorable location. We think the time is opportune to find out if we can turn our locational advantage into continued business growth.

The possibility of a regional rail park has great economic development possibilities, and if found feasible, would be of great benefit to existing businesses, as well as in the attraction of new businesses. It is a great opportunity for Sherburne County to diversify its tax base which is currently highly dependent on a coal fired energy plant.

Our region enjoys one of the most vibrant and fastest growing economies in the state. We look forward to continuing to tell that story and highlighting initiatives such as this. I hope you will give the Federal Economic Development Assistance Program application every consideration.

Sincerely,

RESOLUTION 17-33

RESOLUTION IN SUPPORT OF SHERBURNE COUNTY SUBMITTING A GRANT APPLICATION TO THE DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION FOR ASSISTING COAL COMMUNITIES FUNDING

WHEREAS, the City of Becker is collaborating with Sherburne County, the Initiative Foundation, and experienced grant writing consultants on regional economic development activities; and

WHEREAS, the City of Becker has completed an Industrial Rail and Transportation Study to outline infrastructure improvements for safety and economic development opportunities; and

WHEREAS, the Economic Development Administration is currently accepting grant applications for funding opportunities for communities that are transition away from a coal based economy; and

WHEREAS, Xcel Energy's resource plan schedules the decommissioning of Units 1 and 2 at the Sherco Power Plant within the Becker Industrial Park; and

WHEREAS, the impacts of the decommissioning will be seen county and region wide; and

WHEREAS, Sherburne County is applying for the Federal Assisting Coal Communities grant opportunity for a project located within the Becker Industrial Park; and

NOW THEREFORE BE IT RESOLVED, that the Becker City Council hereby supports Sherburne County submitting an application to the Department of Commerce Economic Development Administration for assisting coal communities funding.

Tracy Bertram _____ Todd Hanrahan _____

Mike Doering _____ Rick Hendrickson _____

Lori Keller _____

Adopted this 2nd day of August 2017.

_____
Mayor Tracy Bertram

Attest:

_____
Julie Blesi, City Clerk

Drafted by:
Marie Pflipsen, Community Development Director
P.O. Box 250
Becker, MN 55308

STATE OF MINNESOTA }
COUNTY OF SHERBURNE } SS.

The foregoing instrument was acknowledged before me this ____ day of

_____, 2017 by _____.

_____
Signature of person taking acknowledgement

Request for Town Board Action

Meeting Date: 8/22/2017

Agenda Item #/Location: Supervisors Reports	Description: Orderly Annexation and Joint Powers Agreements
Support Documentation	☐ None ☒ As described: final versions of documents attached
Background/Key Issues	This 10 year agreement is up for renewal. The Town Board and City Council have met and this is the final version after those discussions. The Joint Planning Board has reviewed and recommends that this version be accepted by both the Town Board and Becker City Council.
Board Action Requested	☐ Information/Review ☒ Motion to approve/disapprove/table ☐ Other:
Deadline Involved? __8/22/2017_____	
Action Taken	☐ Approved as Requested ☐ Report Accepted ☐ Denied ☐ Other ☐ Tabled

JOINT RESOLUTION FOR ORDERLY ANNEXATION BETWEEN

THE TOWN OF BECKER
AND
THE CITY OF BECKER, MINNESOTA

WHEREAS, representatives from the Town of Becker (hereinafter the "Town") and the City of Becker (hereinafter the "City") have ongoing discussions regarding the planning and development of land areas of the Township adjacent to the City and have operated under an Orderly Annexation Agreement since October, 2007; and

WHEREAS, representatives from the Becker Town Board and the Becker City Council have through the existing Orderly Annexation Agreement and Joint Powers Agreement established a Joint Planning Board which meets regularly to act on land use requests and discuss growth and development issues and concerns; and

WHEREAS, the existing Orderly Annexation Agreement and Joint Powers Agreement are scheduled to expire on December 31, 2017. The current Orderly Annexation Agreement states "the City and Town agree to meet and decide on the terms of a 10 year extension to the agreement"; and

WHEREAS, the Town Board and the City Council desire to continue planning for the future and development of land areas of the Township adjacent to the City and throughout Becker Township in an orderly fashion and, insofar as it is reasonable and possible, to resolve any present and future territorial differences between said Town and City by mutual agreement.

NOW THEREFORE BE IT RESOLVED, by the Town Board and the City Council as follows:

1. Designation of Orderly Annexation Area: The Town and the City desire to designate by Joint Resolution and Agreement all of the property comprising Becker Township as subject to orderly annexation under and pursuant to Minnesota Statutes Section 414.0325. Said Orderly Annexation Area is further described as that area set forth in the map attached. The properties within the Orderly Annexation Area are now, or are about to become urban or suburban in character and the City of Becker is capable of providing municipal services thereto, within a reasonable time, if the process and timing of annexation are clearly identified and jointly agreed well in advance of actual annexation, to provide for the City's capital planning, to prioritize its commitments for revenue expenditure, and to facilitate the phased development and orderly expansion of its infrastructure.

2. Office of Administrative Hearings Jurisdiction. Upon approval by the parties, this agreement shall confer jurisdiction upon the Chief Administrative Law Judge of the Office of Administrative Hearings (the successor to the Minnesota Municipal Board pursuant to Minn. Stat. §414.01, et seq. hereinafter the "Director") so as to accomplish said orderly annexation in accordance with the terms of this agreement.

3. No Alterations of Boundaries: The Town and the City mutually state that no alterations by the Chief Administrative Law Judge of boundaries of the area designated herein for orderly annexation is appropriate.

4. Conditions for Annexation. The City and the Town mutually state that this resolution sets forth all of the conditions for annexation of the Orderly Annexation Area and the Director shall approve a Resolution of Annexation within 30 days of service of such Resolution on the Director. Provided, however, that the Director may review and comment within the 30-day period, in which case the City and the Town will have 30 days from notice of such review and comment in order to respond to the comments of the Director. The Director shall order the annexation within 15 days of service of the said response.

5. Approval Process for Annexations: The Town and the City mutually agree and resolve that the following processes shall govern annexation under this Joint Resolution and Agreement for Orderly Annexation. The Town and City shall adopt a joint resolution approving an annexation of property within the Annexation Area when any of the following conditions have been met:

a. Petition of Property Owner. (i) the City receives a petition requesting annexation signed by owners of 100% of individual parcels of record for properties in the area proposed for annexation; and (ii) the property proposed for annexation is contiguous to the City, or will be contiguous, following annexation.

b. Residentially Developed Property ("Neighborhoods"). (i) The City receives a petition requesting annexation signed by the owners of sixty percent (60%) of the individual parcels of record for the Neighborhood requesting annexation; and (ii) all parcels within the Neighborhood proposed for annexation are contiguous to each other and the whole thereof is contiguous to the City.

   The City Council and Town Board may alter the boundaries of the Neighborhood or add properties to the Neighborhood so long as such properties are contiguous to residentially developed properties contained within the Annexation Area. If the City annexes a Neighborhood, the City must annex the entire Neighborhood. Neighborhoods will be defined as a platted subdivision, with 51% percent of the lots improved for residential use.

c. Surrounded Properties. (i) The property is located within the Annexation Area; and (ii) the property has been completely surrounded by land within the City; and (iii) the property is two acres or less in size.

   "Surrounded" includes areas with boundaries that would surround or touch one another but for an intervening road, railroad, waterway, public trail, or parcel of publicly-owned land.

d. Public Property. (i) The property is located within the Annexation Area; and the property is owned by the City.

6. Provision of Municipal Utility Service. The City and the Town agree that, while the City is authorized to provide municipal waste water treatment services, municipal storm sewer services, and municipal water services to the property annexed from within the Orderly Annexation Area, the timing, design, scope, and economic feasibility of such services remains within the sole discretion of the City, however, the extension of municipal sanitary sewer service to properties which have been annexed, the owners of which have requested municipal sanitary sewer service, will be given a high priority by the City.

a. Assessment Rates: ·Assessment, trunk and/or connection charges to annexed properties will be at the City's customary rates for improvements of a similar type at the time of connection.

b. Timeline for Connection. When municipal services are readily available, annexed properties must connect to municipal services on the earliest of the following events:

(1) The property owners petition for municipal services;

(2) The property is sold or otherwise transferred for purposes other than agricultural;

(3) The property's septic system is failing as defined in Minn. Rules Ch. 7080, as amended;

(4) State or Federal law requires connection; or

(5) Ten years have passed since the property was annexed to the City.

c. No Assessments for Utilities Running Past Unannexed Township Property. The City will not assess or charge unannexed township properties for utilities running in front or past those properties unless the properties are connected to the utilities by agreement between the Town and City. These properties may be subject to deferred assessments payable at the time of the property's annexation.

d. City Rights Regarding Utilities. The City shall have the following rights relating to municipal utilities:

(1) The City may pass an ordinance prohibiting installation of new septic systems within City limits.

(2) The City may inspect individual septic systems, wells and sewage holding tanks of properties requesting annexation prior to approving the annexation of property into the City.

(3) The City may refuse to annex property if the City does not receive adequate numbers of property owners within the area to be annexed to commit to connect to municipal services.

e. New Subdivisions with Septic Systems. The City shall not allow any new residential subdivisions with septic systems to be platted within its boundaries except where services will not be available due to topography or other physical or system limitations. The decision regarding serviceability shall be determined in consultation with the City Engineer.

7. Revenue Sharing. Within the orderly annexation area, the parties agree to a rebate of property taxes formerly paid to the Township on any taxable parcel which is annexed. For each of the five years following annexation, the City shall rebate to the Town portion of the amount equal to the ad valorem taxes paid to the Town by the parcel owners in the year preceding annexation as follows:

Year	Amount
One	90 percent
Two	70 percent
Three	50 percent
Four	30 percent
Five	10 percent
Six (and thereafter)	0 percent

8. Tax Rates. The Town and City will cooperate in establishing an equitable tax structure for newly annexed properties during the first five years following annexation, taking into account whether municipal services are provided by the City in the form of sewer service, storm water systems, public water supply, police, fire and other emergency services. Possibilities include a tiered tax structure with rates determined by utility service availability and emergency services provided.

9. Joint Planning Board Created. The parties have formed a Joint Planning Board, pursuant to Minnesota Statutes Chapter 471.59, to exercise planning and land use control as described in Minn. Stat. § § 362.351 through 462.364, over property in the Orderly Annexation Area not yet annexed to the City (Joint Planning Area).

a. Make-up of Board. The Joint Planning Board shall continue to review all development proposals within the Joint Planning Area. The Joint Planning Board shall be made up of five (5) representatives from the Town and City who shall serve for a term of 3 years or until their replacements are appointed and qualified. Two (2) board members shall be appointed by the City and three (3) board members shall be appointed by the Town. The initial appointments to the Board shall serve terms as follows: One (1) City representative shall serve a term of 2 years and one (1) City representative shall serve a term of 3 years. One (1) Town representative shall serve a term of 1year, one (1) Town representative shall serve a term of 2 years, and one (1) Town representative shall serve a term of 3 years.

b. b. Zoning and Subdivision Ordinances. The Joint Planning Board will enforce the Zoning regulations of the Town for properties located within the Joint Planning Area. The Joint Planning Board shall be the final authority over development proposals and shall serve as the Board of Adjustment for all properties in the Joint Planning Area.

c. The Minnesota State Building Code shall be extended and enforced upon all development proposals within the Joint Planning Area.

d. Permit Fees and Distributions. All Planning and Building permit fees within the Joint Planning Area shall be established by the Town and paid to the Town with reimbursement to the City under a separate Planning Services Agreement between the City and the Town, which Planning Services Agreement shall be reviewed annually by the City and the Town.

e. Staff. The Joint Planning Board duties will be administered either by staff of the Township, a contract for services with a private planner paid by the Towns, or by the staff of the City with the costs thereof incorporated into the Planning Services Agreement.

f. Retention of Police Powers. Other than the duties and powers of the Joint Planning Board, the Town will retain general police powers over the Joint Planning Area including, without limitation, maintenance and construction of town roads and bridges, the issuance of various permits, the abatement of nuisances, traffic control, and all other police powers.

10. Town Roads. The following shall apply to Town roads:

a. Adequate Road Access for Development of Annexed Properties. The Town and City agree to cooperate between themselves and with Sherburne County to require property owners or real estate developers to provide adequate road access to annexed properties either prior to, or at the time such properties are improved for development.

b. Existing Town Roads. The Town shall maintain Town roads which are in existence at the time of the execution of the Agreement until properties on either side of said Town roads are annexed to the City. Once propertiy on either side of a Town road is annexed to the City, the City and Town shall share all road maintenance costs equally. Once properties on both sides of a Town road are annexed, the road shall become a City road and the City shall assume all maintenance of such road in accordance with the City's prevailing standards for maintenance.

c. Development Impact on Town Roads. Prior to the execution of a joint resolution for annexation of any property within the joint annexation area, any proposed residential, commercial, industrial, or institutional development that will impact Town Roads will require an agreement with the developer, the property owners, the Town and the City. Such agreement shall provide requirements to alleviate traffic problems, drainage problems, construction, repair and maintenance problems, bridges, easements and rights-of-way, and any other improvements and maintenance agreements necessary to alleviate adverse impact on Town roads, on adjacent properties, or upon the Township as a whole. Road

improvements required under this agreement will be based on traffic volume projections agreed to by the Town and City Engineers and will require roadway and right of way improvements based on Town or City standards, whichever is greater, in place at the time of development.

d. Utilities in Town Roads. The Town will allow the City to locate municipal utilities in Town property, easements and roadways subject only to reasonable regulation by the Town.

11. Costs Associated with the Orderly Annexation Agreement. Each party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement.

12. Dispute Resolution. Any dispute between the City and the Town regarding this Agreement, or development proposals arising from this Agreement, shall first be addressed by a joint meeting of the City Council, the Town Board, and the Joint Planning Board, or, in the alternative, by a representative from each entity. Either the City or the Town may declare an impasse in the dispute resolution process and request mediation. The parties agree to mediate disputes which have reached such an impasse by filing a request for mediation with the Minnesota Bureau of Mediation Services within 30 days after notice of impasse is served by one party upon the other party. In the event the Bureau of Mediation Services is unable to resolve the impasse, the City and the Town may resolve the dispute by appropriate legal action with each party bearing its own attorneys' fees and costs.

13. Severability and Repealer. All prior resolutions and ordinances of the Town and City, or portions of resolutions and ordinances in conflict with this Resolution, are hereby repealed. If any section of this Joint Resolution and Agreement is held by a court of competent jurisdiction to be unconstitutional or void, the remaining provisions will remain in full force and effect. In the event of litigation, neither the City nor the Town will seek to have any provision of this Agreement declared null and void. If a court issues an order declaring a portion of this Agreement unconstitutional or void, the parties mutually agree to request of that court reformation of the contract and/or legislation, both actions being for the purpose of reinstating the original intent of this Agreement.

14. Effective Date. This Joint Resolution and Agreement is effective upon its adoption by the respective governing bodies of the Town and the City, as provided by law.

15. Amendments. Any amendment to this Joint Resolution and Agreement will require adoption and approval by the City and Town.

16. Termination of Orderly Annexation Agreement. The parties agree that they will consider potential changes and adjustments to this Agreement on an annual basis. Unless the parties have agreed to an extension, this Agreement shall terminate on December 31, 2027. At least six (6) months prior to December 31, 2027, the City and Town agree to meet and decide on the terms of a ten year extension to this Agreement. In the event the Town and the City are unable to agree on the terms of the 10 year extension, the City and Town shall use good faith efforts toward a mediated extension pursuant to paragraph 12 of this Agreement.

17. Authorization. The appropriate officers of the City and the Town are hereby authorized to carry the terms of this Joint Resolution and Agreement into effect.

Approved by the Town of Becker this _____day of _____, _____.

Town of Becker

By:

_____
Brian Kolbinger, Town Board Chair

By:

_____
Lucinda Messman, Town Board Clerk

Approved by the City of Becker this _____day of _____, _____.

City of Becker

By:

_____
Tracy Bertram, Mayor

Attest:

_____
Greg Pruszinske, City Administrator

This Resolution was drafted by:
Kelli Bourgeois, Esq.
21101 145th Street NW
Elk River, MN 55330

Orderly Annexation Agreement Area MAP attachment

JOINT POWERS AGREEMENT BETWEEN THE TOWN AND CITY OF BECKER, MINNESOTA FOR PLANNING, ZONING AND SUBDIVISION REGULATIONS

This Joint Powers Agreement is made by and between the City of Becker (hereinafter "City") and the Town of Becker (herein after "Town") for the establishment and servicing of planning, zoning, and subdivision activities within the Orderly Annexation Area as set forth in the Joint Resolution for Orderly Annexation Between the Town of Becker and the City of Becker, Minnesota (hereinafter "JROA"), executed and effective as commenced on October 16. 2017 and reaffirmed by both parties effective ???Date.

1. **Authorization.** The City and the Town each hereby certify that the authority to enter into this Joint Powers Agreement (hereinafter "JPA"), has been established by a duly adopted Resolution of the City Council of the City of Becker and the Town Board of the Town of Becker. This JPA shall become effective upon the dated signature of the authorized representatives of the Town and the City and shall continue in full force and effect until such time as it is terminated or modified as provided herein. The Statutory authority for this JPA, for the JROA, and for the planning, zoning, and subdivision regulations enacted pursuant thereto is found, without limitation, in Chapter 471, Chapter 414, and Chapter 462 of Minnesota Statues.

2. **General Purpose.** The purpose of this JPA, the JROA, and the planning, zoning, and subdivision regulations adopted pursuant thereto is to further the objectives of the Minnesota Legislature in promoting sound urban development as well as the preservation of agricultural land and open space through land use planning; to encourage continued economic growth at the margins of urban development; to efficiently provide governmental services where residential, commercial, and industrial development require such services while at the same time planning for long range future development of agricultural and open space areas; to provide future planning services for areas which are urban or suburban in character or are about to become so in the foreseeable future; to provide planning for anticipated future annexation of areas of the Town which will be in need of City services; and to further the Legislature's policy of encouraging the consolidation of cities and towns incrementally, at the margin of urban or suburban development.

3. **Joint Planning Board Created.** The parties hereby continue the existing Joint Planning Board, as authorized by Minn. Stat. §414.0325, pursuant to Minnesota Statutes Chapter 471.59, to exercise planning and land use control as described in Minn. Stat. § § 462.351 through 462.364, over property in the Orderly Annexation Area not yet annexed to the City (Joint Planning Area). The Joint Planning Board shall exercise all powers granted to it by Minnesota Statutes except as modified by this JROA and this JPA.

4. **Make-Up of Joint Planning Board.** The Joint Planning Board shall be made up of five (5) representatives from the Town and City who shall serve for a term of 3 years or until their replacements are appointed and qualified. Two (2) board members shall be appointed by the City and three (3) board members shall be appointed by the Town. The initial

appointments to the Board have been served under the 2010 JPA and therefore all current and future appointments are for 3 year terms. The Town and the City may appoint an alternate member for each member appointed by it, to serve in the temporary absence of the appointed member.

5. **Zoning and Subdivision Ordinances.** The Joint Planning Board is authorized to conduct land use planning, adopt and enforce zoning and subdivision ordinances for all properties located within the Joint Planning Area under authority granted to it pursuant to Minn. Stat. § 414.0325. The Joint Planning Board shall review all development proposals for properties located within the Joint Planning Area, and shall consider any recommendations made by the Planning Commission of the Town, which shall function as the Planning Agency for the Joint Planning Area pursuant to Minn. Stat. §462.352, Subd. 3. The Joint Planning Board may also consider any recommendations of the City, Sherburne County, or any other public agency. The Joint Planning Board shall forward its decisions and recommendations to the Town Board of the Town for review and comment.

6. **Other Regulations.** The Joint Planning Board shall not adopt or enforce regulations pursuant to the Wetlands Conservation Act, animal feed lots, solid waste disposal, and the Minnesota Uniform Fire Code. The Joint Planning Board shall adopt and enforce floodplain and shoreland regulations which are consistent with and as restrictive as the regulations adopted and enforced by Sherburne County. The Town shall adopt and enforce the Minnesota State Building Code within the Joint Planning Area.

7. **Permit Fees and Distributions.** All Planning and Building permit fees within the Joint Planning Area shall be established by the Town and paid to the Town with reimbursement to the City under a separate Planning Services Agreement between the City and the Town, which Planning Services Agreement shall be reviewed annually by the City and the Town.

8. **Staff.** The Joint Planning Board duties will be administered by the staff of the City and the cost thereof incorporated into the Planning Services Agreement. The Town shall provide, at its cost, such independent engineering, surveying, planning, legal and other professional services and consultants as may reasonably be required by the Joint Planning Board.

9. **Necessary Municipal Powers.** The Joint Planning Board may exercise all municipal powers authorized by law which are necessary to administer, regulate, and carry out the ordinances and regulations herein described, or otherwise authorized under Chapter 414 of Minnesota Statutes and the Municipal Planning Act, Minn. Stat. § § 462.351 through 462.364. The powers of the Joint Planning Board shall include, without limitation, the following:

    A. Preparation of plans, ordinances, and reports, with amendments thereto, which address land use planning, growth, transportation, development, and utilities in the Joint Planning Area;

B. Contract for errors and omissions insurance, liability insurance, and any other insurance deemed necessary by the Joint Planning Board, the cost thereof to be borne by the Town;

C. To act as the Board of Adjustment for the zoning ordinance and subdivision regulations adopted by the Joint Planning Board applicable to the Joint Planning Area;

D. Create such additional by-laws as the Board may reasonably deem to be necessary to govern its operations and procedures provided that no by-law shall be contrary to the terms of this JPA or the JROA;

E. Prescribe fees pursuant to Minn. Stat. §462.353 sufficient to defray the costs incurred by the Board in reviewing, investigating, and administering applications for re-zoning and other development proposals pursuant to official controls established by the Board, such fees to be fair, reasonable and proportionate to the actual cost of the services for which the fees are imposed;

F. Establish and charge applicants for re-zoning or other development proposals direct costs relating to professional services provided during the review, approval, and inspection necessary to the development proposal and may require the applicant to establish an escrow account or other financial security pursuant to a Developer Contract or application;

G. Serve as the governing body pursuant to the Municipal Planning Act, Minn. Stat. § § 462.351 through 462.365;

H. In the case of Park Land Dedication Fees, provide that such fees collected for subdivisions on land which has been annexed into the City shall be retained by the City and such fees collected for subdivisions on land remaining in the Orderly Annexation Area shall be retained by the Town and the decision whether to accept land dedication or payment in lieu thereof shall be taken by the City or the Town based on the above stated principle;

I. With respect to matters involving acceptance of street, utility and easement dedications on plats, acceptance of public improvements constructed by others, vacation of streets or easements, the creation, execution and enforcement of development agreements or contracts, the City shall exercise such authority in subdivisions or other applications on land which has been annexed into the City and the Town shall exercise authority for subdivisions or other applications on land remaining in the Orderly Annexation Area;

J. The Joint Planning Board shall otherwise exercise all other lawful powers that are necessary and incidental to the fulfillment of the purposes and the powers of the Joint Planning Board.

10. **Retention of Police Powers.** Other than the duties and powers of the Joint Planning Board, the Town will retain general police powers over the Joint Planning Area including without limitation, maintenance and construction of town roads and bridges, the issuance of various permits (which are not under the jurisdiction of the Joint Planning Board), the abatement of nuisances, traffic control, and all other police powers.

11. **Organization and Records.** The Joint Planning Board shall elect a chairperson from among its members for a term of one (1) year, and may create and fill other offices as it deems necessary. The Joint Planning Board shall adopt reasonable rules for the transaction of its business as it deems necessary and shall keep a record of its resolutions, minutes, transactions and findings, which shall be a public record. The Joint Planning Board shall conduct at least one meeting each month, provided that the monthly meeting may be omitted for good cause shown in its minutes.

12. **Financial Responsibility of the Town.** Except as otherwise stated herein, and except as the City and the Town may further agree, the Town shall bear substantially all of the costs associated with the duties of the Joint Planning Board in administering planning, zoning, subdivision, and other regulations authorized by this Agreement which are carried out within the Joint Planning Area. Such costs shall be billed directly to and paid by the Town and any fees shall be paid directly to and collected by the Town. The Joint Planning Board shall have no responsibility in paying such costs or collecting such fees. The Joint Planning Board shall have no obligation to prepare a financial accounting, audit or other report regarding costs incurred for Board operations or fees imposed for development proposals and other applications processed by the Joint Planning Board unless required by state or federal law.

13. **Insurance and Indemnification.** The City and the Town shall cause the Joint Planning Board to obtain such insurance or equivalent coverage through a governmental self-insurance pool as those entities jointly deem necessary for the protection of the Joint Planning Board, the City, and the Town. The Joint Planning Board and the planning, zoning, and subdivision activities carried out pursuant to the Joint Powers Agreement and the official controls adopted by the Joint Planning Board shall constitute a joint venture of the City, the Town, and the Joint Planning Board and any liability arising or related to this joint venture shall be considered as against a single entity and shall not exceed the limit for a single entity as provided in Minn. Stat. §471.59, Subd. 1(a). Nothing herein shall constitute a waiver of the limitation on tort liability provided by Chapter 466 of Minnesota Statutes, nor shall the insurance coverage of the Town, City, and Joint Planning Board be stacked for purposes of circumventing the single entity limitation on tort liability provided by Chapter 466 of Minnesota Statutes.

14. **Severability and Repealer.** If any section of this Joint Powers Agreement is held by a court of competent jurisdiction to be unconstitutional or void, the remaining provisions will remain in full force and effect. In the event of litigation, neither the City nor the Town will seek to have any provision of this Agreement declared null and void. If a court issues an order declaring a portion of this Agreement unconstitutional or void, the parties mutually agree to request of the court reformation of contract and/or legislation, both actions being for the purpose of reinstating the original intent of this Agreement.

15. **Effective Date.** This Agreement is a continuation of the original Joint Powers Agreement effective October 13, 2009. The effective date of this Agreement is _____.

16. **Amendment, Term and Termination.** Any amendment to this Joint Powers Agreement will require adoption and approval by the City and Town. The parties agree that they will consider potential changes and adjustments to this Agreement on an annual basis. This Joint Powers Agreement is a continuation of the Joint Powers Agreement effective October 13, 2009 and signed January 11, 2010. This Joint Powers Agreement will commence on _____ and continue thereafter until December 31, 2027; provided, the Town or the City may terminate this JPA, for any reason or for no reason, on December 31 of any year during the term hereof by delivering written notice of termination to the other party at least six (6) months prior to the date of termination. Unless earlier terminated as provided herein, and if the parties have failed to agree to an extension, this Agreement shall terminate on December 31, 2017. At least 6 months prior to December 31, 2017, the City and Town agree to meet and decide on the terms of a 10 year extension to this Agreement. In the event the Town and the City are unable to agree on the terms of the 10 year extension, the City and Town shall use good faith efforts toward a mediated extension.

17. **Authorization.** The appropriate officers of the City and the Town are hereby authorized to carry the terms of this Joint Powers Agreement into effect.

Executed by the Town of Becker this ____ day of _____, 2017

Town of Becker

_____
Brian Kolbinger, Town Board Chair

_____
Lucinda Messman, Town Board Clerk

Executed by the City of Becker this ____ day of _____, 2017

City of Becker

_____
Tracy Bertram, Mayor

Attest:

_____
Greg Pruszinske, City Administrator

This Joint Powers Agreement was originally drafted by:
Richard J. Schieffer, Esq. of Dove Fretland & Van Valkenberg, PLLP

The current Joint Powers Agreement with edits was drafted by:
Kelli Bourgeois, Esq.
Bourgeois Law Office
21101 145th St NW
Elk River MN 55330
kelli.j.bourgeois@gmail.com

Request for Town Board Action

Meeting Date: 8/21/17

Agenda Item #/Location: Other	Description: MAT District Meeting
Support Documentation	☐ None ☒ As described: attached
Background/Key Issues	Who is attending? New Law books will be available. Township needs to get their copy.
Board Action Requested	☒ Information/Review ☐ Motion to approve/disapprove ☐ Other:
	Deadline Involved? _____
Action Taken	☐ Approved as Requested ☐ Report Accepted ☐ Denied ☐ Other ☐ Tabled

Minnesota Association of Townships District 7 Meeting/Election
Wednesday, August 30, 2017
Registration 7 p.m. ~ Meeting 7:30 p.m. ~ Election 8 p.m.
Anoka Ramsey Community College Cambridge Campus ~ 300 Spirit River Dr. S., Cambridge

Dear Becker Township Board Members,

I am asking you to attend our District Meeting because I would like to have the opportunity to represent you as your District 7 Director. Our current District 7 Director, Lyle Johnson, did not file.

If elected, I look forward to working on the MAT Board of Directors with an open mind, sincerity and optimism.

I embrace and respect the differences of each township; understanding that "one size may not fit all".

Feel free to contact me, any time. choregirlk@msn.com or 612/210-2495

You all know that every vote counts and I cannot do this without ***you***.

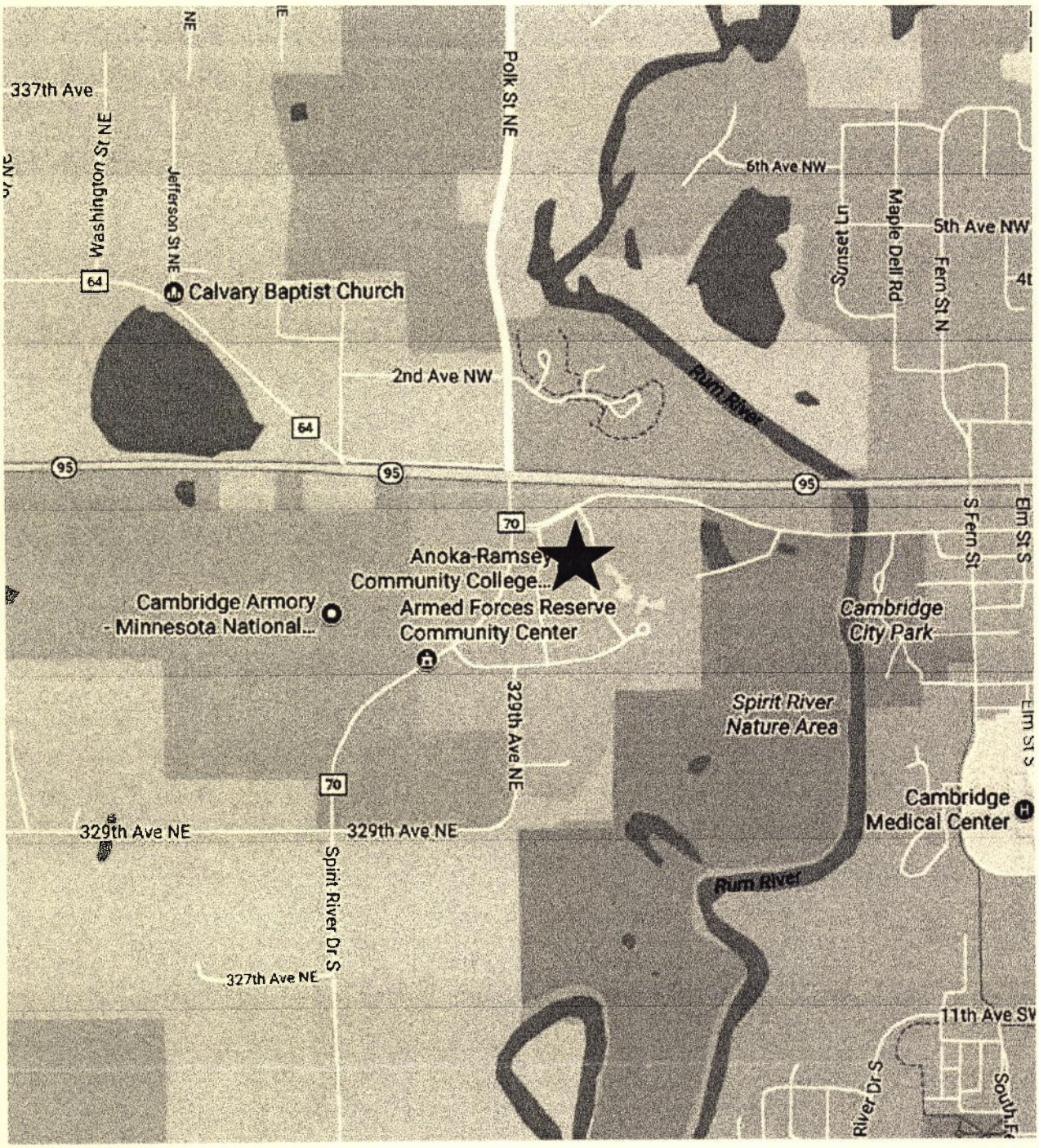
Thank you!

Karen

Karen McDougall
District 7 Director Candidate

- Working in my **30th continuous year on the Rockford Township Board** in Wright County. (1987-1991 as Treasurer; 1991 – to present as a Supervisor) Our township is financially sound.
- **23 years as County Unit Secretary/Treasurer** (Wright County Township Officers Association)
- I was appointed to the bi-partisan **Election Integrity Task Force** established by Governor Dayton, as one of two representatives for Minnesota Townships.
- I have been an **election judge** for 31 years.
- **Annual Lobby Days** at our State Capitol - I coordinate the lobby day as a cooperative effort between our county and several other counties, so we can meet with our legislators.
- From a **resolution** that originated from our township, allowing towns and cities to get some reimbursement for emergency services, I attended numerous meetings and hearings, offering testimony at some, following that resolution through the entire system until it became State Law (M.S. 366.011).
- Attending **five National Township Association Conferences in Washington D.C.,** I represented township interests, including no unfunded mandates, tax benefits for first responders, and other platform items.
- I believe in **education** and have consistently attended MAT Annual Conferences, Short Courses, District Meetings and other educational opportunities, and have shared what I have learned with others.
- Through my years on the board, I have **experienced** township issues, such as, growth pressures, annexations, lawsuits (both ways), revised land-use plans, board changes, and special projects (sewer, paving, writing and receiving grants, building expansions). We have started an animal control program, curb-side recycling, clean-up days, newsletters, dust control and more.

Together we can work as a team for the good of our township residents.



Minnesota Association of Townships

District 7 Meeting/Election

Wednesday, August 30, 2017

Registration 7 p.m. ~ Meeting 7:30 p.m. ~ Election 8 p.m.

Anoka Ramsey Community College Cambridge Campus

300 Spirit River Drive South, Cambridge, Isanti County

Request for Town Board Action

Meeting Date: 8/21/2017

Agenda Item #/Location: other	Description: Census Update
Support Documentation	☒ None ☐ As described:
Background/Key Issues	Confidentiality needs to be maintained for census data. Clerk recommends Town Board appoint Chair, Clerk, and Jacob Sanders as reviewers/those able to access the Title 13 (Confidential) information. This report is estimated to take 21 hours to complete. Approval of this means you are approving the additional hours of work if it does take this long to handle.
Board Action Requested	☐ Information/Review ☒ Motion to approve/disapprove ☐ Other:
Deadline Involved? __8/22/2017_____	
Action Taken	☐ Approved as Requested ☐ Report Accepted ☐ Denied ☐ Other ☐ Tabled