- 1. Call to order
- 2. Verification of quorum
- 3. Consent Agenda
 - a. Minutes for approval May 2017
 - b. Minutes for approval Special Joint Township/City meeting May 23, 2017
 - c. Snow contract approval
 - d. Population and household estimates approval
 - e. Tobacco Licenses Board Chair to sign– approval as submitted (if comments needed, pull from CA)
- 4. Approval of Regular Agenda
- 5. Sheriff's report
- 6. Residential Concerns/open forum.
 - a. Robert & Marcia Anderson/US SiteWork Road Use Agreement (working with Engineer Nick Anderson)
 - b. Chris Monroe, Hidden Haven Retaining Wall (working with Engineer Wes Davis)
 - c. LaVanne Shanks plus others
 - d. other
- 7. TPC/JPB Updates
 - a. US SiteWork IUP
 - b. Fee Schedule -board direction necessary
 - c. Enforcement activity (greenhouse)
 - d. Joint RFP with City of Becker Building Inspection Services Jacob Sanders
 - e. Other
- 8. Engineer's Report Wes Davis
 - a. 185th Avenue update /Contract status
 - b. Garden Grove Road/Elk River Gardens gravel Open Quotes
 - c. 112th Street culverts
 - i. 18" Centerline one
 - ii. 8'x4' Box culvert
 - d. 82nd Street Culvert
 - e. Signing Policy Updates/Status
- 9. Supervisors
 - a. Fire board
 - b. Sherburne County Parks, Trails & Active Living
 - c. Highway 25 Corridor
 - d. Sign Contract Review
 - e. Gravel roads quite a few calls coming in about poor grading
 - f. Road Report
 - i. Seal Coats any this year?
 - ii. Brushing/Tree removal schedule
 - g. Mailbox stands # to keep on hand
 - h. Headwall letters
 - i. Move to 2 meetings per month

- j. Orderly annexation agreement
- k. Appointment to Town Planning Commission
- 1. MATIT remain with replacement value coverage?
- 10. Treasurer's Reports
 - a. Treasurer's Report
 - b. Payment of Warrants
 - c. Budget information payroll/employees
 - d. Electronic Funds information from MAT
 - i. Efts for July pre-approval (motion required)
 - ii. PERA
 - iii. City of Becker water/sewer
 - iv. Midco
 - v. Ace Disposal
 - vi. All debit card purchases require board pre-approval. How to handle postage and other such items that arise? Issue

11. Other

- a. Board expectations for Engineering firm, Sign Contractor
- b. Board expectations (beyond statutory) clerk/deputy clerk
- c. Laserfische 2nd Twp license
- d. Easement dates for 185th (move to 185th discussion)
- e. Summer short course training
- 12. Adjourn

Becker Township Board Regular Board Meeting May 15, 2017

Board Members Present: Brian Kolbinger, Brad Wilkening, Luke Babler, Joe Danielson, Jeff Lambert, Lucinda Messman, Tanya Danielson

<u>Staff members present</u>: Kelli Bourgeois - Township attorney, Wes Davis – Township Engineer, Terrance VanderEyk – Township Engineer

Others present: Sgt. Dan Franks - Sherburne County Sheriff's Department, Mark Wimmer, Al Foss representing Hidden Haven Subdivision, Dick and LaVanne Shanks, Mr & Mrs. Vern Smith, Paul and Shirley Kleinwatcher

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

Consent agenda presented. Treasurer's report moved to Treasurers section for discussion. No other movement of items. Consent agenda items approved as follows:

- a. Minutes
 - i. April 17, 2017
 - ii. Road Tour Minutes April 29, 2017

Motion to approve meeting agenda with the following changes:

- Move item 6. Residential Concerns, Lavonne Shanks to after item 8. Engineer's report
- Insert item 7d. Report on PID inquiry 05-010-1001
- Insert item 11c. Snow/Ice Control Contract

by Babler. Second by Lambert. Motion carried, all voting in favor.

Sheriff's Report

- 180 calls for service
- 76 traffic stops
- 2 Burglary
- 5 Thefts
 - o Burglary and thefts from unlocked cars at dwellings.
- Golf carts board requested Sheriff's opinion on the golf cart ordinance request received at the April meeting from Hidden Haven Subdivisions' Home Owners Association Co-President. Sgt. Franks brought in copies of the statute pertaining to golf carts.
 - These would be motorized vehicles on the roads
 - The Sheriff's department does think it would be a good idea to allow golf carts on township roads. If they are allowed:
 - The board would need to pass an ordinance
 - Insurance and licenses would be required
 - Factory equipment would be necessary (lights/slow vehicle signs/etc.)
 - Maximum time a permit could be issued for is 3 years
 - Yes, DUI's can occur while on golf carts.
 - Q (to Sgt. Franks): What about ATV's? A: there is currently active enforcement on weekends April 1-August 1. They cannot be in the ditches south of highway 95 for the entire state.

Joint Planning Board/Planning Commission Updates

• Wikstrom

- JPB Recently passed an ordinance that increased the animal unit density allowed in general rural and agriculture zoned districts in the township. For the first 2 acres, 1 animal unit is allowed. After 3 acres, 1 additional animal unit is allowed for each full acre over 2.
 - In General Rural this caps at 20 animal units with option to apply for a conditional use permit after 20 animal units or to allow a higher Animal Unit density on a parcel.
 - In Agriculture district there is no cap. There is an option to apply for a higher animal unit density via conditional use permit.
- Animal Unit Calculations are going through a revision process
 - At the Animal Unit Density public hearing, it became clear that our animal unit calculations are very confusion to the general public.
 - Minnesota Department of Agriculture Calculations are recommended. Ex: 1 AU on this chart = 1 regular size horse. Animal units are broken into 1,000 pound units. The Planning Commission recommended adoption of this chart last week.
- Cheryl and Russell Elzy have requested a Conditional Use Permit for increased animal unit density at parcel identified as 05-127-1400. Recommendation by the Planning Commission is for 6 animal units on this 5 acre parcel. Concerns from the public hearing were manure storage and removal. There are conditions that have been recommended via TPC RES 2017-09 [full text on file].
- o A major extraction Conditional Use Permit is coming next month
- Sanders
 - PID 05-010-1001 has received several more inquiries as to use. The Conditional Use Permit outlines what will work and none of the proposed uses to date comply with current Conditional Use Permit conditions for this legal, non-conforming parcel.

Engineer's Report

- 185th Avenue SE
 - Easements are all in place
 - Waiting for contract documents to be returned before pre-con is scheduled with
 - Utilities
 - Landowners
 - Township
 - Carefree Country Club
 - Rough road advisory signs to be placed sign contractor will put these up once they are ordered.
 - Construction to commence mid-August
 - Reclaim to occur ASAP after pre-con meeting. Reclaim needs to move up to occur as soon as possible.
 - Q (Supervisor Babler): the 90 degree curve near Glen Johnson/Chad Arthur will it be taken out? A: past board instructed to have the design done to accommodate the landowner and maintain the trees. We did offer to relocate the trees and landowner did not wish this done. The curves will be softened a bit.
 - Once past the Snake River and Carefree the site distance will improve
 - Q (Supervisor Babler): so the 90 degree curve will remain? A: yes. The past board had no desire to condemn the property and preferred to work with the land owner.

- Mr. Shanks commented that the potholes are really bad on this road
- Mailboxes will be replaced when the project is complete clerk to send notice to homeowners.
- Motion to pay \$600 in damages to Chad Arthur by Lambert. Second by Wilkening. Motion carried, all voting in favor.
- Brushing/Mowing/Tree Removal
 - Staking to take place the 17th of this month for Cedar Oaks and the culvert by 17417 170th Street in Cedar Crest.
- Dust Control Estimates presented to the board
 - At this time, all roads listed except Elk River Gardens are to receive dust control applications. Elk River Gardens requires graveling before dust control application. Dust control application will be done after gravel is applied.
 - Motion to approve J&J Dust Control, New London and application of Calcium Chloride, 38% solution by Wilkening. Second by Lambert.
 - Mr. Wimmer: Questioned if Road Supervisor (not present at this meeting) had issue with J & J's work last year. Chair: it was a mix issue that has been worked out.
 - Motion carried, all voting in favor.
- Gravel quotes presented
 - Elk River Gardens 4" gravel needed. Between Garden Grove Road and Georgia Circle.
 - Comment: this road requires gravel almost annually
 - Estimated Cost: \$18,825
 - o 112th Culvert at Snake River
 - 18" centerline culvert recommended. Map shows sandy loam. Engineer believes this is talmoon lome. Q: will this alleviate issues? A: small centerline culvert should relieve the water that is gathering at the home on the hill
 - Estimated Cost: \$19,875
 - 82nd Street Culvert County Ditch 19, Branch 8. Significant scouring is occurring. Rip Rap recommended with Geotextile filter.
 - Estimated Cost \$3,960.00
 - 112th Street 66" culvert on Snake River. Serious deterioration this culvert will fail soon. Formal estimate to be expected tomorrow. Rough estimate on the spot
 - 8'x4' box culvert @ length, with apron, gasket and ties \$20,000
 - Rough estimate around 30-35,000 for installation
 - Normally, this culvert alone would run over \$50,000. Using a factory 'second' culvert for this low volume road will work. Decision needed this evening to secure the pipe at length necessary.
 - Motion to purchase pipe from Forterra/Bryan Olson, contact, at the lower cost by Wilkening. Second by Lambert. Motion carried, all voting in favor.
 - LaVanne Shanks introduced Mr. Vern Smith Vern Smith farmed the land she and her husband purchased (PID 05-107-3200) at 13691 82nd Street, Becker.
 - Mr. Smith stated the following:
 - See pond by 82nd (overhead of the area viewed showing a pond at 13585 82nd Street). Before the road was blacktopped, Red Pouliot (prior

Township Supervisor) asked for permission to clean 500 feet of the ditch because the water was too close to the road and it needed to be drained away.

- The ditch went from the pond and down from there. The ditch was dug with Township equipment.
- Mr. Smith believes cleaning the pond would help. When he lived in the area, his water ran away.

(Supervisor Danielson arrived, 7:42 p.m.)

- LaVanne Shanks handed out hand drawn maps (see PID 05-107-3200 for copy of map) and made statements:
 - If it was a cornfield for years, it couldn't have had the water in it that it does now.
 - Water sits in the county ditches and in the road ditches
 - o Red Pouliot got permission from landowner (Vern Smith) and dug the ditch
- Chair Kolbinger: For the road tour, the board was informed you believed the issue was coming from the neighbors to the East of your property. Now you are stating it is from the West of your property. A: water starts in the North East corner
- Chair Kolbinger: Have you spoken with the county and asked them to clean the ditch? A: no, but our excavator has contacted them. Excavator is John Herbst (later it was stated that the excavator hasn't contacted the county yet either). Vern Smith had a deal with Red Pouliot.
- Supervisor Danielson: Not sure how to go about having a county ditch cleaned or how to get things started.
- LaVanne Shanks stated that she believes the Township is responsible for the damage on her property. She has spoken with Roger Stradel at the DNR who told her pipes should flow West to East for 05-107-3104 and 05-107-3105.
- Chair Kolbinger: There are two issues
 - First there is the private ditch it is not on your property. The township cannot do anything with that.
 - Second the County Ditch (Ditch 19, branch 10) needs to be addressed. The township does not have jurisdiction over county ditches.
- Mr. Shanks walked the ditch and stated that it is plugged and getting higher and backing up.
 - House at PID 05-107-3104 put in a pole barn and has granite slab steps and a tile coming out and running towards our house.
 - Pond water on PID 05-107-3202 is the highest it has been in 20 years
 - Our 5 acres goes all the way across County Road 127. The County Road is in the wrong spot.
- Chair Kolbinger: Road Supervisor will go out and check that the Township Culverts are not plugged.
- Mrs. Shanks stated she is very frustrated. Between the Township and County, who has the responsibility for cleaning the ditch?
- Chair Kolbinger: We understand, but the township does not have jurisdiction over the ditch.

Supervisor Reports

- Fire Board Supervisor Lambert Purchase required for burn boxes for training. At this time they are not sure where they will be stored. AED's 8 are being donated. Desire is to get them in good places in the township and city.
- Sherburne County Parks/Trails Supervisor Danielson nothing at this time.
- Highway 25 Corridor Chair Kolbinger Meeting coming up.
- Road Report Supervisor Danielson
 - Patches in Wildwood and three others from road tour (2 in Hidden Haven, one in Bridgeview) – continuing forward. Quotes received last month are the same, only additional materials required for the additional three locations. MN Blacktopping out of Sauk Rapids is still the best price.
 - 185th Avenue lots of potholes/complaints. Trying to keep up with filling the holes with class 5. Need to reclaim ASAP.
 - Seal Coat estimates \$25,000
 - Crack Sealing none this year. Need to match what is in budget (\$50,000).
 - o Grading \$25,000
 - Summer road budget?
 - Will determine what will be done for graveling next meeting. Road Supervisor will calculate plan based on budget for gravel.
 - Plan is to do Dust Control ASAP without Elk River Gardens
- Hidden Haven Golf Cart Ordinance Request
 - After hearing Sherburne County Sheriff opinion
 - Appreciate the Homeowners association for wanting to do things the right way
 - Big issue permits/inspections. Creation of this is out of our area. The sheriff will do enforcement, but believe golf carts on township roads are a bad idea.
 - Town Board will not enact a golf cart ordinance at this time.
 - Q (Hidden Haven Rep): Hidden Haven will not go through because of inspection? Can't the city do it?
 - Wikstrom:
 - Each City/Township has to come up with licensing and such, but also things like medical approval come into play. Materials distributed in the packet [full text in golf cart ordinance file] show that in retirement communities where the speed limits are 25 mph or less work well with golf carts.
 - Based on the size and scope of a Township, staff does not recommend a golf cart ordinance.
 - The development is several miles from the golf course. Safety issues are a concern. Other concerns are that permitting fees normally do not cover the cost of the permit and that the very old and very young often apply for golf cart licensing when unable to be licensed to drive automobiles. Worry about an 11 mph golf cart meeting a 55 mph car.
 - Liability issues also a concern
 - Staff recommends no golf cart ordinance at this time.

- o Mailbox permit discussion
 - These need to be ordered. Road Supervisor to provide clerk phone number to keep about 1 dozen on hand in the basement at this time.
- o Road Signs Supervisor Babler
 - Concern if the Township is getting their money worth when it comes to signs. Are they being done right?
 - Suggest review contract and put tighter guidelines in place. Clerk to pull contract for review at next meeting.
 - Signs are coming down and not being put back up. It shouldn't happen this way.
 - Dumpster at Jeff house is a concern it shouldn't be located where private citizen could include their own trash. Supervisor Kolbinger: Dumpster at this location was approved at an open meeting.
 - Eyk: Signs comments
 - 2014 inventory put together. Engineers Report was made for Sign Replacement of 2019 deadline.
 - Sign Contractor is following the 911 sequence as indicated on the report.
 - Signs are getting pulled if MUTCD says to pull them. Engineer feels this is occurring in the right order. Currently, it is about 1/3 complete.
 - Chevrons will not go in unless a new alignment (like 137th Street) is put in place
 - Curve indicator signs yes, those will go in
 - Supervisors Babler and Danielson: There are no signs on Mallard Drive need to talk to Jeff
 - Supervisor Danielson one of the 77th intersections is missing signs. Eilers Road and another are missing signs.
 - Supervisors would like signs replaced at the same time old ones are taken down.
 - Supervisor Lambert expectations of the Township should be communicated to the Sign Contractor. Engineer and Township Supervisor will do this.
- 176th Avenue Culver Letter
 - Kids are damming the culvert with mud and rip-rap from another area. This can cause damage. Dam has been removed.
 - Clerk to mail letters to entire subdivision of Scenic Hills and Scenic Hills Second Addition as Supervisors suspect kids do not know they shouldn't be doing this.
- Carefree Country Club Variance Request for Comments [full text on file]
 - Board comment the location indicated should have no less of a set back than the other homes around.
- Cedar Crest/Oak Crest
 - Cul de sacs no changes at this time
 - Q (Mr. Kleinwatcher): can he continue to put sand bags on the road surface? A: (Supervisor Danielson): have you adjusted the sod as suggested on the road tour? No
 - Q (Mr. Kleinwatcher): can we build up the pavement with a speed bump or crown at the edge of the driveway?

Becker Township Board Regular Board Meeting May 15, 2017

- Chair Kolbinger: Can you drop the sod edge as well? A: (Mr. Kleinwatcher) yes. We just want to keep water from running towards the well
- Supervisor Danielson will look when doing patching of other locations in the township.
- Chair Kolbinger: The sod still needs to be lowered.
- Headwall Issues
 - Clerk directed to start with Bridgeview Township and move from there.
- Trees Motion to keep tree removal/brushing at \$5,000 and commence by Wilkening. Second by Babler. Motion carried, all voting in favor.
 - Brush mower like last year will be used, but it should be done much nicer. Owners are still to do the cleanup themselves.
- Discussion about moving to two meeting per month. Tabled for now.
- Payroll and Employees
 - Treasurer asked: does the office have set hours? Who set them?
 - Clerk set the office hours to let people know when they could stop in without appointment.
 - Board directed clerk to prepare a list of what duties are completed. Include if they are statutory or extra services.
 - Treasurer asked if the City of Becker should do more of the services and if clerk's hours should be paid at what matches online posted hours rather than what is worked. Also, should Deputy Clerk's hours be cut back? 55 were worked this past month, what should they be?
 - Clerk: 12 hours per week is goal for Deputy Clerk, more when clerk is not available to come into the office/attend meetings or during election times. Clerk average now is around 30 hours per week, more during election times. Clerk has no desire to move to full time, but township duties require full time plus some additional, that is why request for deputy clerk working was made.
 - Treasurer: Levy does not have enough money to pay for salaries of the positions as they currently stand. General Fund Levy is \$40,000.
 - Salaries of Clerk and Deputy Clerk at rates above are roughly \$50,000 per year.
 - Assessing cannot change it is approximately \$16,000 of General Fund.
 - Board member salary come out of General Fund approximately \$6,000 for the 5 Supervisors.
 - Donations come out of General Fund \$15,000.
 - Membership in the highway 25 coalition cost \$25,000. That is a one-time fee for now.
 - Engineering fees not directly related to roads and Attorney fees also come out of the General Fund.
 - Board directed Treasurer to use current hours of 12 hours per week average for Deputy Clerk and 33 hours per week average for Clerk and draw up appropriate budget and levy requirements for next month.

- Motion to pay warrants 13528-13562 and purchase orders 875695-875702 in the amount of \$56,480.93 and void check 13515 by Wilkening. Second by Lambert. Motion carried, 4 voting in favor. Supervisor Danielson abstained as his company submitted an invoice for payment.
- Q (Supervisor Babler): What is the warrant for gift cards for? A: retirement/appreciation for Supervisors Gary Hammer and Kyle Johnson.
- Q (Supervisor Babler): On the road tour, two engineering fees were charged, why? A: Two engineers were on the road tour, new one has to be trained. Board discussion.

Other Business

- Mark Wimmer stated that the road sweeping this year was much better than in the past. Thank you.
- Clerk stated air conditioner needs new part as indicated on yearly inspection. There is a lock that prevents contractor from replacing. Clerk does not have the key. Supervisor Danielson stated he will be by and cut the lock off.
- Clerk asked for timing on the Snowplow Contract bids and if any revisions were required.
 - Change to a two year contract
 - Handle documents to have a bid opening in July
- Reminder a joint meeting is scheduled between the Becker Town Board and the Becker City Council to review the Orderly Annexation Agreement for Tuesday, May 23, 2017. Meeting will be held at Becker Town Hall at 6:00 P.M.

Motion to Adjourn by Wilkening. Second by Danielson. Motion carried, all voting in favor. Meeting adjourned at 9:23 p.m.

Brian Kolbinger, Chair

Lucinda Messman, Clerk

Becker Township Board/Becker City Council Special Joint Meeting May 23, 2017

Town Board Members Present: Brian Kolbinger, Brad Wilkening, Luke Babler, Joe Danielson (6:18 pm), Jeff Lambert, Lucinda Messman

City Council Members Present: Tracy Bertram, Lori Keller, Rick Hendrickson, Mike Doering, Todd Hanrahan.

City Staff members present: Greg Pruszinske – City Administrator, Marie Pflipsen – Community Development Director, Jacob Sanders – City Planner

Township Staff Present: Kelli Bourgeois - Township attorney, Ben Wikstrom – Township Planner Others Present: John Basol (6:07 pm)

Call to order 6:03 p.m. by Supervisor Wilkening, moderator for the meeting.

Quorum for both Town Board and City Council verified.

Attorney Bourgeois reviewed the reason for the meeting and reviewed the Orderly Annexation Agreement (OAA) with all present.

- Current agreement to expire 12/31/2017
- Main purpose of this meeting discussion of how to handle joint roads
- City Attorney and Township Attorney have reviewed the draft documents distributed [full text on file]
- Original OAA was entered into when development was booming. The crash occurred and now roads around Fossum Fields are a concern.
- Since the edits began on this document, there have been changes in the makeup of the Town Board.

Discussion

- Councilman Hendrickson commented that Item 7 dealing with revenue sharing, was originally required by statute, is no longer required, but City is fine with keeping this in the agreement.
- Supervisor Kolbinger commented on item 10c, this is new language to get this discussion going, correct? What is the intent?
- Supervisor Wilkening reviewed estimates provided to bring roads to township standards vs estimates to bring roads to city standards (including curb/gutter/stormwater/sewer).
- Driving factor for this discussion is the 127th Street SE ongoing maintenance complaints

 Currently
 - City blades with trucks weekly
 - Township blades every third week
 - Chloride treatment expected tomorrow
 - Supervisor Danielson suggested application of dust suppression material twice this season.
- Mayor Bertram asked if development starts booming again, would this agreement need to be reopened? Attorney Bourgeois no, this document just holds both bodies to the basic agreement. The Town and City can make other agreements for road maintenance as needed/desired.
- Pruszinske expressed concern due to traffic volume on 127th Street SE. While this is a factor, it really isn't a large concern.
- Councilwoman Keller asked how Fossum Fields and Elk Wynd Creek maintenance was handled prior to annexation. Attorney Bourgeois will review the annexation documents for these two developments as this OAA was not in place at that time.

Becker Township Board/Becker City Council Special Joint Meeting May 23, 2017

• Pflipsen commented that additional language that states if one side is annexed by city, maintenance would be 50/50 split and if both sides are annexed the maintenance would become fully city.

Final decisions

- Item 10c has been removed
- Both Township and City feel things would be better off without a specific timeline for improvement of the roads.
- Attorney Bourgeois will change the language for item 10B as discussed

Joint Powers Agreement (JPA) also exists. It handles staffing and other issues. Once this OAA is complete, the JPA can be edited as necessary and approved by the Board and Council respectively.

From this point, once the revised language for item 10b is completed, both entities will need to approve the OAA. It needs to be completed by December.

Meeting adjourned at 6:55 p.m.

Brad Wilkening, Moderator

Lucinda Messman, Clerk

Snow Plowing and Sanding Bidding Packet

For season dated:

September 1, 2017-June 1, 2019



BECKER TOWNSHIP, SHERBURNE COUNTY, MINNESOTA 12165 Hancock Street, PO Box 248, Becker, MN 55308

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

Instructions for submission of snow plowing bid proposal Town of Becker PO Box 248 Becker, MN 55308

- 1. Persons desiring to submit a proposal must use the bidding packet furnished by Becker Township.
- 2. The contract documents shall consist of the advertisement for bids, instructions to bidders, specifications and bid forms, all of which are hereto attached.
- 3. All bids shall be submitted on the form hereto attached, which may not be changed, modified, deleted or added to in any manner whatsoever, nor shall any written or printed communication be added thereto nor submitted therewith.
- 4. All bids shall be submitted in the place, time, and manner set forth in the advertisement for bids.
- 5. The prices in this bid are neither directly nor indirectly the result of any agreement with any other bidder.
- 6. All blank spaces in the proposal shall be filled in clearly where indicated, either typed or written in ink. Altering and/or changing any part of this proposal will be sufficient reason for rejection.
- 7. The bidder hereby agrees to save harmless and fully indemnify Becker Township and all its officers or agents from all damages, costs or expense that may be at any time imposed or claimed for infringement of any patent right of any persons, association or corporation as a result of the use by Becker Township or any of its officers, agents, or employees of the article(s) supplied under this contract and of which the contractor is not the patentee, assignee or licensee.
- 8. No contract may be assigned, sublet or transferred without written consent of a quorum of Supervisors of Becker Township.
- 9. The contract shall be awarded to the lowest responsible bidder, provided, however, that Becker Township reserves the absolute right in its discretion to determine whether any bid is the equivalent of the specifications listed.
- 10. Becker Township reserves the right to reject any and all bids, as well as to waive or assert any irregularity, informality or variation in any bids, as it may appear to be in the best interests of the Township.
- 11. The Township reserves the right to reject any or all bids or to split the bid to more than one CONTRACTOR if deemed in the best interest of the Township.
- 12. Becker Township will reject all bids not meeting specifications.
- 13. Be certain that adequate postage to cover mailing is attached in order to insure prompt delivery of proposals. Becker Township, Minnesota, will not be responsible nor will it accept proposals delivered late or with postage due.

SNOW AND ICE CONTROL SERVICES AGREEMENT

This Agreement, for Snow Removal and Ice Control (the "Agreement"), is between

Becker Township, PO Box 248, 12165 Hancock Street, Becker, MN 55308 ("TOWN"),

and

[Vendor Name & Address] ("CONTRACTOR").

WHEREAS, this AGREEMENT includes:

Appendix A: Becker Township's Snow and Ice Control Policies Exhibit B: Vendor Pricing Exhibit C: Sample Work Ticket Exhibit D: Town Map

Both parties agree as follows:

- 1. <u>SERVICES</u>
 - A. CONTRACTOR agrees to perform the following service(s) according to the following timelines or schedule and as described in Becker Township's Snow and Ice Control Policies [Appendix A], Vendor Pricing, ("Exhibit B"), Sample Work Ticket ("Exhibit C"), and Town Map ("Exhibit D") which are attached and incorporated into this Agreement by reference.
 - B. All Services provided by CONTRACTOR under this Agreement must be performed to TOWN's satisfaction, as determined at the sole and reasonable discretion of TOWN's authorized representative.
 - C. CONTRACTOR shall perform all services directly or indirectly required under this Agreement in a good workmanlike manner consistent with industry standards and according to the specifications and performance standards established by Town, if any. CONTRACTOR warrants that it has the necessary equipment to provide the services required by this Agreement. All materials used or supplied under this Agreement shall be of first quality and meet the specifications established by Town, if any. Town has the right to inspect and may reject any services provided by CONTRACTOR under this Agreement that, in the Town's determination, were not completed in a good workmanlike manner or that otherwise failed to satisfy the established specifications or performance standards. Contractor agrees that the work will be performed by adequately trained and experienced personnel.

2. PAYMENT FOR SERVICES

- A. No claim for payment by CONTRACTOR shall be paid unless it is detailed and otherwise in compliance with the claim requirements of Minn. Stat. §§ 471.38; 471.391; and any other applicable law. Before paying a claim that involved the use of materials or labor supplied by someone other than the CONTRACTOR, the Town may require CONTRACTOR to supply proof of payment for such materials or labor. Payment(s) to CONTRACTOR for services provided under this Agreement shall be as described in Appendix B, Schedule of Quotations/Bids.
- B. Payment for Services shall be made directly to CONTRACTOR after completion of the Services and submission of an invoice and supporting documents in a form meeting all Town and State standards. TOWN agrees to pay CONTRACTOR within thirty (30) days of the receipt of the invoice.
- C. Invoices to be honored for work completed must be typed and presented to the Township no later than Noon, five (5) business days prior to a Regular Town Board Meeting. Invoices received after this time frame for each individual Snow Event or Ice Control/Management Event will be reviewed by TOWN and may be subject to refusal of payment or partial payment by TOWN to CONTRACTOR.
- D. CONTRACTOR agrees to provide all "load tickets", work tickets (See Exhibit C), and/or receipts to TOWN with each invoice submitted if load charges or supplies are applicable to the submitted invoice.
- E. Payments are not subject to penalties, late fees, or interest charges.

Invoices, load tickets, road work tickets, and receipts may be:

Emailed to:

Clerk@beckertownship.org

OR Mailed to:

Becker Township PO Box 248 Becker, MN 55308

OR Delivered during office hours to:

Becker Township 12165 Hancock Street Becker, MN 55308

3. TERM OF THE AGREEMENT

CONTRACTOR agrees to furnish Services to TOWN commencing September 01, 2017 and terminating June 15, 2019, unless terminated earlier in accordance with the Default and Cancellation provisions of this Agreement.

4. COST OF THE AGREEMENT

CONTRACTOR shall be paid according to the attached Vendor Pricing (Exhibit B) provided the appropriate Time Tickets accompany billing.

5. <u>INSURANCE</u>

With respect to the Services provided pursuant to this Agreement, CONTRACTOR agrees at all times during the term of this Agreement, and beyond such term when so required, to have and keep in force the following insurance coverages:

Limits

A.	Commercial General Liability on an occurrence basis with contractual liability coverage:		
	General Aggregate	\$2,000,000	
	Products - Completed Operations Aggregate	2,000,000	
	Personal and Accident Injury	1,500,000	
	Each Occurrence—Combined Bodily Injury and Property Damage	1,500,000	
B.	Workers' Compensation and Employer's Liability:		
	Workers' Compensation	Statutory	
	If CONTRACTOR is based outside the State of Minnesota, coverage must comply with Minnesota law. In accordance with Minnesota law, if CONTRACTOR is a sole proprietor, it is exempted from the above Workers' Compensation requirements. In the event that CONTRACTOR should hire employees or subcontract this work, CONTRACTOR shall obtain the required insurance.		
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Employer's Liability. Bodily injury by:

Accident—Each Accident	500,000
Disease—Policy Limit	500,000

Disease—Each Employee			500,000		
C.	Professional Liability—	Per Claim Aggregate	1,500,000 2,000,000		

The professional liability insurance must be maintained continuously for a period of two years after the termination of this Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

- A. An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.
- B. The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance which may be needed in connection with this Agreement.
- C. CONTRACTOR shall not commence work until it has obtained required insurance. CONTRACTOR <u>must</u> submit certificates of insurance to TOWN upon request.
- D. Duty to Notify. CONTRACTOR shall promptly notify TOWN of any claim, action, and cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the Services contained in this Agreement. CONTRACTOR shall also notify TOWN whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or TOWN, might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the Services contained in this Agreement. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Agreement.

If CONTRACTOR is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance CONTRACTOR may provide a written statement of exemption specifying the particular provision of Minn. Stat. § 176.041 that exempts CONTRACTOR from having to carry such coverage.

6. EQUIPMENT REQUIREMENTS

A. The CONTRACTOR shall be required to furnish sufficient equipment to accomplish the contract work. An inventory list of the equipment to be furnished for the season shall be provided by the CONTRACTOR to the Town prior to the beginning of the winter season, but no later than the beginning of the winter season. The contract shall list any equipment owned, leased or subcontracted that may be used for snow removal.

- B. The CONTRACTOR shall be solely responsible for all maintenance, readiness and operation of all equipment. If the CONTRACTOR takes a piece of equipment out of service, they are required to notify the Road Supervisor (or clerk) of the Town of Becker immediately and indicate what the comparable replacement equipment shall be. The Town will not be responsible for repairs/replacement of parts or equipment that fails or is in disrepair during the period the vehicle/equipment is made available for the Town's needs.
- C. In the event that any and/or all of the CONTRACTOR's equipment becomes inoperable or unavailable, the CONTRACTOR shall hire additional replacement equipment, and any necessary operators at the CONTRACTOR's expense. If the CONTRACTOR fails to do so, the Town may, at its option, hire equipment and operators, as it deems necessary. The cost of such expense shall be deducted from the Contract payments. If such cost exceeds payments due to the CONTRACTOR, then the cost shall be charged to the CONTRACTOR.
- D. The equipment furnished under this agreement shall be in accordance with the Town's specifications for its type and intended use and shall fully comply with any and all applicable Federal CDL and Motor Vehicle Laws of the State of Minnesota.
- E. All equipment must be equipped with adequate warning and flashing lights to insure the vehicle and the operator of safe lighting protection as outlined by the Department of Motor Vehicles (MN DOT) for the operation of on-road construction equipment.
- F. At the Town's discretion, the Town reserves the right to require a properly maintained GPS in each vehicle during the term of this agreement.
- G. All vehicles assigned to Township activity shall have a 'work sheet' [see Appendix C for sample] assigned to the vehicle where the driver shall enter pertinent details such as streets plowed, times of work and down time.
- H. The Township reserves the right to inspect equipment to be sure it is available, operable and being properly maintained. The Township shall have the right to require the CONTRACTOR to meet these specifications or the Township will replace them.

7. <u>SNOW PLOWING COMMUNCIATIONS/REPORTING REQUIREMENTS</u>

During the course of snow plowing, the CONTRACTOR shall immediately notify the Town when any of the following occurs:

- A. Injury to any person or damage to other vehicles or property
- B. A street that cannot be plowed, reporting the reason(s)

<u>CLAIMS FOR DAMAGES</u>: CONTRACTOR shall take necessary precautions to protect persons, property, and equipment from injury and damages. CONTRACTOR shall repair or replace damaged items/areas as a result of CONTRACTOR's work activity. Repairs and replacements shall be to the TOWN's satisfaction; CONTRACTOR shall assume all repair and replacement costs.

If an item is damaged and that item is within the TOWN's right of way, and the item was properly installed according to Township Standards:

- 1. Properly installed mailbox, driveway, or signage, items shall be repaired/replaced.
- 2. If the item damaged is grass, it shall be repaired to a state of acceptable grade as determined by the Town Board.
- 3. Sprinkler heads and improperly installed items are not to be placed in the TOWN's right of way and will not be repaired/replaced.

8. INDEMNIFICATION

Any and all claims that arise or may arise against CONTRACTOR, it agents, servants, or employees as a consequence of any act or omission on the part of the CONTRACTOR or its agents, servants, or employees while engaged in the performance of the Agreement shall in no way be the obligation or responsibility of the Town. CONTRACTOR shall indemnify, hold harmless, and defend the Town, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which the Town, its officers, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of CONTRACTOR, its agents, servants or employee, in the execution, performance, or failure to adequately perform CONTRACTOR's obligations pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by the Town of any statutory limits or immunities from liability.

9. INDEPENDENT CONTRACTOR

CONTRACTOR shall select and will be responsible for the means, method, and manner of performing the Services. Nothing is intended or should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CONTRACTOR as the agent, representative, or employee of TOWN for any purpose. CONTRACTOR is and shall remain an independent contractor for all Services performed under this Agreement. CONTRACTOR shall secure at its own expense all personnel required in performing Services under this Agreement. Any personnel of CONTRACTOR or other persons while engaged in the performance of any work or Services required by CONTRACTOR will have no contractual relationship with TOWN and will not be considered employees of TOWN. TOWN shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law or the Workers' Compensation Act of the State of Minnesota on behalf of any personnel, including, without limitation, claims of discrimination against CONTRACTOR, its officers, agents, contractors, or employees. Such personnel or other persons shall neither require nor be

entitled to any compensation, rights, or benefits of any kind from TOWN, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay, and retirement benefits.

10. <u>DEFAULT</u>

The occurrence of any of the following shall constitute default by CONTRACTOR and, if not corrected within 10 days of Town providing CONTRACTOR notice of the default, shall allow Town to terminate the Agreement:

- A. Failure to adequately perform or deliver the required services
- B. Failure to follow the specifications or standards established by this Agreement including the attached Appendix and Exhibits
- C. Failure to perform or complete the services in a timely fashion as established by the Town
- D. If applicable, failure to provide the required bonds or other security acceptable to Town before starting any work
- E. Bankruptcy
- F. Making a material misrepresentation
- G. Persistently disregard laws, ordinances, rules, regulations or orders of any public authority having jurisdiction
- H. Failure to make satisfactory progress towards completion of this Agreement
- I. Failure to perform any other material provision of this Agreement

Town may lawfully terminate the Agreement if, after providing CONTRACTOR 10 days' notice of the default, CONTRACTOR does not correct the situation. Upon default of this Agreement by CONTRACTOR, Town may withhold any payment due CONTRACTOR for purposes of set-off until such time as the exact amount of damages due is determined. Such withholding shall not constitute default or failure to perform on the part of Town.

11. CANCELLATION

- A. This Agreement may be canceled without cause by TOWN upon thirty (30) day's written notice.
- B. In the event the agreement with CONTRACTOR is terminated, the CONTRACTOR will work with TOWN and any new CONTRACTOR to ensure the exit of TOWN'S

services <u>does not impact</u> the TOWN. All services will stay in effect, under the agreed upon SLA agreements, until the new CONTRACTOR has been transitioned and is ready to fully take over service and support for TOWN.

- C. If CONTRACTOR is adjudged as bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it disregards any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if it refuses or fails, except in cases for which extension of time is provided, to furnish commodities and services in accordance with the requirements of the AGREEMENT or within the time limits contained in the AGREEMENT, or otherwise is guilty of a violation of any provision of the AGREEMENT, then TOWN may, without prejudice to any right or remedy may give CONTRACTOR seven (7) days written notice to terminate the AGREEMENT.
- D. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, CONTRACTOR shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then delivered and Accepted Deliverables/Milestones pursuant to the terms expressly set forth in Section 1 of this Agreement. In the event CONTRACTOR has performed work toward a Deliverable that TOWN has not Accepted at the time of cancellation or termination, CONTRACTOR hereby expressly acknowledges and agrees that CONTRACTOR shall not be entitled to any payment for said work including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth herein.

12. RIGHTS AND REMEDIES

- A. Default or breach of this Agreement by CONTRACTOR shall entitle Town to seek all remedies under law and as provided by this Agreement. In the event this Agreement is terminated by reason of default by CONTRACTOR, Town may recover the necessary costs of termination, including but not limited to, administrative, engineering fees, attorney's fees and legal costs, from CONTRACTOR. Except when caused by uncontrollable circumstances, if CONTRACTOR fails to meet any performance deadlines established by this Agreement, or fails to perform in accordance with the specification, terms, and conditions of this Agreement, Town shall have the right to purchase the services and materials from other sources on the open market or to purchase those items necessary to continue functioning until delivery from CONTRACTOR is complete. Town may deduct as damages from any money due or coming due to CONTRACTOR the differences between CONTRACTOR's price and the higher price or the costs of temporary items. Town may require CONTRACTOR, at CONTRACTOR's sole expense, to re-perform any items of work provided for in this Agreement that do not meet the established specifications, standards, or Town directives.
- B. Time is an essential element of the Agreement. If the CONTRACTOR fails for any

reason, excepting delays caused by uncontrollable circumstances, to provide services or complete a project before the date(s) as set forth in the Agreement documents, it is hereby agreed that Town shall have the right to deduct as liquidated damages from any money or monies due or coming due to the CONTRACTOR an amount equal to \$200.00 per day for each and every calendar day after the Agreement completion date during which the particular item of the Agreement remains unfulfilled. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional costs and inconvenience incurred by Town.

C. Any remedies available to Town are cumulative and not exclusive. The seeking or exercising by Town of a remedy does not waive its right to seek or exercise any other remedy available to it at law, in equity, by statute, or under this Agreement.

13. MERGER AND MODIFICATIONS

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.

1. PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS, ETC.

- A. Unless otherwise provided in the specifications, CONTRACTOR, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the AGREEMENT.
- B. CONTRACTOR shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances in connection with this Agreement.
- C. CONTRACTOR shall give all notices required under law, ordinance, rule and regulation.
- D. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions required in connection with their work, including regulation of the Occupational Safety and Health Administration (OSHA) and other governing agencies. TOWN reserves the right to require CONTRACTOR to take appropriate action to ensure safety and code compliance.
- E. CONTRACTOR shall maintain a written code of conduct for all persons working on TOWN projects.

2. <u>LEGAL COMPLIANCE</u>

CONTRACTOR shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which CONTRACTOR is responsible. CONTRACTOR shall procure, at CONTRACTOR's expense, all permits, licenses, or other rights required for the provision of the services contemplated by this Agreement. Any violation of federal, state, or local laws, statutes, ordinances, rules or regulations, as well as loss of any applicable license, permit, or certification by CONTRACTOR shall constitute a material breach of this Agreement, regardless of the reason and whether or not intentional, and shall entitle Town to terminate this Agreement effective as of the date of such violation, failure, or loss.

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions required in connection with their work, including regulation of the Occupational Safety and Health Administration (OSHA) and other governing agencies. TOWN reserves the right to require CONTRACTOR to take appropriate action to ensure safety and code compliance.

3. <u>SUBCONTRACTING AND ASSIGNMENTS</u>

- A. CONTRACTOR binds itself, its partners, successors, assigns and legal representatives to TOWN for all covenants, agreements and obligations contained in the contract documents. CONTRACTOR shall not assign, transfer or pledge this Agreement and/or the Services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of TOWN. CONTRACTOR shall not subcontract this Agreement and/or the Services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of TOWN. CONTRACTOR shall not subcontract this Agreement and/or the Services to be performed, whether in whole or in part, without the prior written consent of TOWN. Permission to subcontract, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement. Further, CONTRACTOR shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual Services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CONTRACTOR and each subcontractor shall require that the subcontractor's Services be performed in accordance with the terms and conditions specified. CONTRACTOR shall make contracts between CONTRACTOR and subcontractors
- B. If Town permits the use of subcontractors, no subcontractor may perform any work under this Agreement without first providing Town certificates of insurance showing all of the coverage's required in section 4 of this Agreement. CONTRACTOR shall be responsible for the performance of all subcontractors. CONTRACTOR shall pay the subcontractors for undisputed services provided by them within 10 days of receiving payment from the Town.

4. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota.

5. <u>SEVERABILITY</u>

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

THIS SECTION INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWING

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

[VENDOR NAME]

CONTRACTOR certifies that the person who executed this Agreement is authorized to do so on behalf of CONTRACTOR.

Becker Township

By:

Printed Name	Signature	
Printed Title	Printed Name	
Date	Printed Title	
test	At Date	
Town Clerk		

Date

Appendix A

Township snow and ice control policy

Becker Township Policy Statement

Policy: Snow and Ice Control

Revision Date: May 16, 2016

PURPOSE

In developing this policy for how to best undertake snow and ice control activities in the Town, the Board has to balance a number of factors including, but not limited to public safety, the cost effective allocation of resources, maintaining an efficient transportation system, facilitating the delivery of emergency services, protecting the environment and minimizing damage to real and personal property.

POLICY

I. TOWN ROADS THAT ARE SNOWPLOWED

Unless closed because of a snow emergency, or unless subsequently identified as a town road that will be closed during the winter months or when such roads are reasonably impassible, all town roads will normally be snowplowed by the Town.

II. TOWN ROAD SNOWPLOWING PRIORITIES

The Contractor(s) hired by the Town to plow the town roads shall have the authority to determine, in said Contractor's sole discretion, the order in which the town roads will be plowed, and will determine such order and priority in such a manner as to provide for the most efficient and effective snowplowing as possible, in order to preserve the Town's limited resources. This priority order of plowing may vary from time to time, as determined to be appropriate by the Contractor.

III. EMERGENCY RESPONSE VEHICLE ASSISTANCE

If emergency services agencies request snow removal to assist response to an emergency situation, reasonable efforts will be made to accommodate the request.

IV. WHEN SNOWPLOWING BEGINS

Snow and ice control operations are expensive and involve the use of limited resources. Consequently, operations will normally not begin until the snow has stopped falling or until such a volume of snow has accumulated. The Contractor, with input from the Road Supervisor as needed, shall use the following criteria when determining when to begin snow and ice control operations:

- An evaluation of the immediate and anticipated weather conditions.
- The likely effectiveness of operations.
- Safety of employees.
- The likelihood of unreasonable risk of damage to equipment.
- Severe ice or snow conditions that seriously affect travel.
- Time of snowfall in relation to heavy use of the roads.
- Snow accumulation of two (2) or more inches.

V. WHEN SNOWPLOWING WILL BE DELAYED OR SUSPENDED

Snow and ice control operations will be conducted only when weather conditions do not endanger the safety of operators and pose an unreasonable risk of damaging equipment. Once initiated, operations

will be suspended if conditions deteriorate to the point that operations become unsafe for operators because of factors including, but not limited to, severe cold, significant winds, limited visibility, accumulation of ice, or rapid accumulation of snow. Operations will also be delayed or suspended if existing or anticipated conditions indicate the operations will not be effective.

Except in emergencies, snowplow operators shall not work more than twelve hour shifts and shall not operate equipment for more than twelve hours during a shift.

VI. HOW SNOW WILL BE PLOWED

Snow will be plowed in a manner which is the most efficient for the Contractor and the least costly to the Town. The Contractor will endeavor to plow in a manner as to minimize traffic obstructions. Snow will normally be plowed from the center of the road first. Then snow will be pushed from left to right until at least the main traveled portion of the road has been cleared. On narrow roads, snow may be plowed from one side to the other. Snow will normally be discharged to the sides of the road unless it is determined that the snow should be hauled to another location for storage. Because of limited resources and restrictions on the use of salt, blacktopped roads will not usually be cleared down to bare blacktop.

In the event of equipment failure, extreme snowfall, or other unanticipated events including the availability or need to rest snowplow crews, deviation from these standards may be appropriate.

Snow will be plowed as close as practicable to mailboxes located in the road right-of-way. It shall be the responsibility of property owners to clear snow from and around their mailboxes to enable mail delivery.

Snowplowing unavoidably results in snow being deposited on driveways and approaches. Because the Town does not have the resources available for it to clear the ends of driveways and approaches, it is the responsibility of land owners to remove snow from their driveways and approaches. It is unlawful for property owners to plow snow across or deposit snow upon public rights-of-way. Minn. Stat. §§ 160.2715; 169.42, subd. 1.

VII. SANDING AND SALTING

The Town must consider the cost, environmental impact, public safety, and availability of staff and equipment when deciding if, when, and to what extent to apply sand and/or salt. Furthermore, the state legislature has imposed the following limitations on the use of salt by road authorities:

"In order to: (1) minimize the harmful or corrosive effects of salt or other chemicals upon vehicles, roadways, and vegetation; (2) reduce the pollution of waters; and (3) reduce the driving hazards resulting from chemicals on windshields; road authorities, including road authorities of cities, responsible for the maintenance of highways or streets during periods when snow and ice are prevalent, shall utilize such salt or other chemicals only at such places as upon hills, at intersections, or upon high speed or arterial roadways where vehicle traction is particularly critical, and only if, in the opinion of the road authorities, removal of snow and ice or reduction of hazardous conditions by blading, plowing, sanding, including chemicals needed for free flow of sand, or natural elements cannot be accomplished within a reasonable time." Minn. Stat. § 160.215.

To the extent sand and salt is applied, priority will be given to the following areas in the order listed:

- 1.) Hills, controlled intersections, bridges, and curves
- 2.) Major arterial and collector streets
- 3.) School zones
- 4.) Bus routes
- 5.) Commercial areas
- 6.) Residential areas
- 7.) Rural areas.

VIII. SNOW STORAGE

Collecting, hauling, and storing snow is expensive, requires special equipment, is labor intensive, and interferes with traffic while it is being performed. As such, snow will only be hauled and stored elsewhere when it is necessary to keep a road reasonably open and passable. If snow is hauled, it will only be stored on public land or on private property with the expressed written permission of the owners. To the extent possible, when snow containing salt is hauled it will be stored away from public waters.

IX. SNOWPLOWING OF PRIVATE PROPERTY

The Town will not provide for the snowplowing or sanding of private property except when requested to do so by law enforcement to provide access for emergency vehicles responding to an emergency. If private property is used with the written permission of the owner to turn around equipment or to store snow, the Town may snowplow the private property as needed to accommodate the Town's use of the land.

X. OBJECTS WITHIN TOWN ROAD RIGHTS-OF-WAY

Town road rights-of-way are governed under the authority of the Town, and for the benefit of the public. It is the policy of the Town to place the highest priority upon keeping the roadways reasonably clear of snow and ice, and to hold property owners primarily responsible for placing their private property out of harm's way. The Town's snow and ice control operations are performed by independent contractors upon the rights-of-way in furtherance of the public's interest in maintaining clear roads for travel. It is unlawful for any person to place within the right-of-way any personal property that may obstruct the Town's snow removal efforts. It is the responsibility of owners to keep the road rights-ofway clear of vehicles, trailers, trash cans and other items of personal property in order to facilitate the proper snow and ice control operations. No vehicles, trailers or other items of personal property shall be parked or stored in a public right-of-way from November 1 through May 1. If an owner fails to keep the road clear of personal property, the Board or the Contractor may have the item towed or removed from the right-of-way at the owner's expense. Neither the Town nor the Contractor shall be responsible for damage to any personal property that is left in the right-of-way during snow removal operations. Nor shall the Town or the Contractor be responsible for damage resulting from snow removal operations to any lawn, landscaping, sod, plantings, buildings or other real property improvements that are located in the right-of-way. While reasonable efforts will be made to avoid damaging private property, snow and ice control operations may result in damage to the property of others.

If a property owner's mailbox is damaged as a result of snowplowing equipment, such damages will only be considered for compensation if the mailbox was physically struck by the snowplowing equipment, and if the mailbox was properly installed and was of a type in conformity with the standards specified by the United States Postal Services.

XI. COMPLAINTS AND REQUESTS FOR FURTHER SERVICES

Complaints and requests for further services regarding snow and ice control should be directed to the Town Clerk. If the Contractor is aware of complaints or requests for additional services, it shall forward such complaints or requests to the Town Clerk for Town Board for consideration.

XII. REVIEW OF POLICY

The Board may periodically review and amend this policy, taking into consideration any changed conditions, new circumstances any complaints or comments received, and the experience learned from undertaking snow and ice control procedures.

Exhibit B

Vendor Pricing

Exhibit A: Vendor Pricing Page 1 c					Page 1 of 2	
I. PLOW TRUCKS						
Year/Make/Model	Gross Vehicle Weight	Plow Size	Sander ?	Wing ?	\$/hour (includes operator)	
			🗆 Yes 🗆 No	🗆 Yes 🗆 No		
			🗆 Yes 🗆 No	🗆 Yes 🗆 No		
			🗆 Yes 🛛 No	🗆 Yes 🗆 No		
			🗆 Yes 🛛 No	🗆 Yes 🗆 No		
			🗆 Yes 🗆 No	🗆 Yes 🗆 No		
	II. SALT	/Sand Mixture—	RATES PER TON			
All ra	ates include operat	or	20% Salt/Sand	50% Salt/Sand	100% Salt	
Salt/Sand mixture -	-while plowing					
Salt/Sand mixture—	without plowing					
		III. Motor Gr/	ADER			
Year	Make	Model	Horse Power \$/Hour (in		cludes Operator)	
		IV. LOADEF	R			
Year	Make	Model	Horse Power	\$/Hour (incl	udes Operator)	
V. OTHER EQUIPMENT						
Year	Make	Model	Horse Power	Gross Vehicle Weight	\$/Hour (includes Operator)	

	Exhibit /	A: Vendor Pricing		Page 2 of 2			
	VI. ESTIMATED TIME AND MATERIALS						
Estimate equipment time to plow a 1" (one-inch) snowfall over the entire township, which currently includes 67.09 miles. See attached map, Exhibit D.							
Year Make/Model Hours Hourly Rate Total							

Bidder acknowledges reading and understanding the Contract and Town Snow and Ice Control Policy.

This proposal dated this _____ day of _____, 2017.

Company Name: _____

(Corporate Seal)

By: _____

Title:

Exhibit C

Sample Work Ticket

Exhibit	C: Time	Ticket
---------	---------	--------

Becker Township	Road	Work	Ticket
------------------------	------	------	--------

Contractor (Name, Address, Phone): ______

DATE: __/ / Contractor's Employee Signature:_____

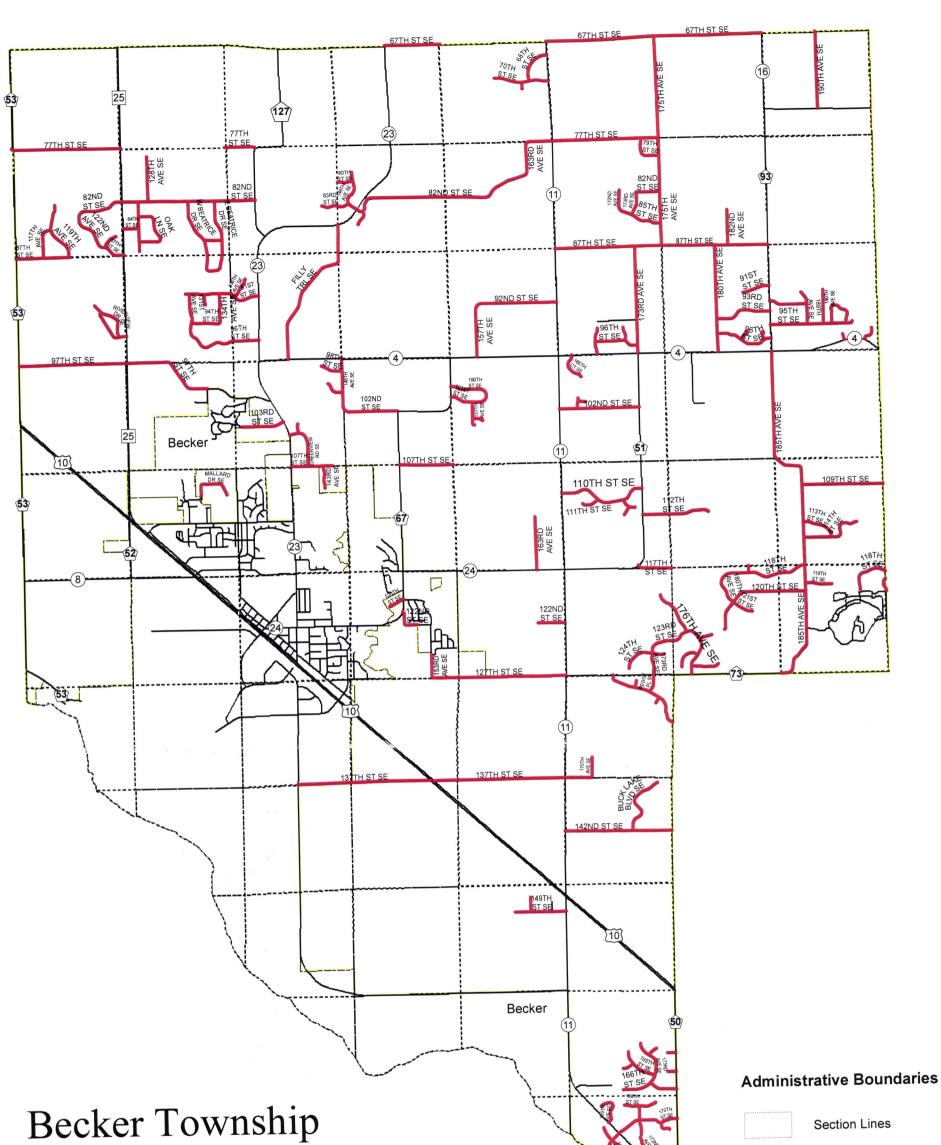
Contractor instructions:

- If snowplowing, be sure to indicate if sanding while plowing or if spreading sand without plowing in the Kind of work column.
- If working in one of the subdivisions, be sure roads and subdivision are specifically named.
- If multiple pieces of equipment are used, please have a form for each of your employees on the job site.
- Do not forget to have all forms signed and dated as Becker Township is unable to pay for work on unsigned or undated forms. Be sure to include the year.

Job Number, Description of Job, NAME OF ROADS or subdivision where work is being completed	Equipment Used	Kind of Work	Tons of Material used.	Hours	
	<u> </u>				
SIGNATURE:					

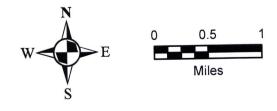
Exhibit D

Township Map

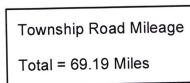


2016 Road Mileage

T 33 - 34. N. R. 28 - 29 W.







DISCLAIMER: Sherburne County does not warrant the accuracy nor the correctness of the information contained in this map. It is your responsibility to verify the accuracy of this information. In no event will Sherburne County be liable for any damages, including loss of business, lost profits, business interruption, loss of business information or other pecuniary loss that might arise from the use of this map or the information it contains. Map information is believed to be accurate but accuracy is not guaranteed. Any errors or omissions should be reported to Sherburne County Public Works. Path: H:\GIS\GIS_Maps\Township\TWP_MlieageCertification\2016\beckerroads16.mxd Map Created: 10/17/2016 City Limits

Transportation

Other Roads

Township Roads

----- Railroad

Border roads are calculated as half total mileage except 208th St. 208th St calculated in full for Big lake Twp. **DATE:** June 1, 2017

...

- TO: Lucinda Messman, Clerk Becker Township
- FROM: Susan Brower Minnesota State Demographer

SUBJECT: 2016 Population and Household Estimates

Your April 1, 2016 population estimate is 5,380.

Your April 1, 2016 household estimate is 1,651.

If you have any questions or comments about these estimates, please contact the State Demographic Center, 300 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, phone (651) 201-2473 or send an e-mail to <u>local.estimates@state.mn.us</u>. All challenges must be submitted in writing. Please refer to the enclosed sheet for details

HOW TO CHALLENGE THE POPULATION AND HOUSEHOLD ESTIMATES FROM THE STATE DEMOGRAPHER

The legal responsibilities of the State Demographer with respect to local population estimates dictate that we be able to defend any revisions to the estimates. Consequently, we need documentation for our files. Cited below are types of information we will accept with a challenge to our estimates. You may select whichever approach is most appropriate for your situation. However, the more information you can provide the better. No challenges will be accepted after June 24.

- You may send us the number of active residential utility accounts in April 2010 and April 2016. We would prefer electrical accounts, but water and sewer accounts are acceptable. Please summarize your data. We don't need a list of all utility customers. Summary data for intervening years are helpful. Utility data are much more useful when provided together with building permit data (see #2 below).
- 2. Another approach is to provide the number of housing units added and lost by calendar year for the years beginning with 2010. Building and demolition permits are a good source of such information. Be sure to include mobile homes and apartments, and indicate whether any of the apartments were for the elderly. Please try to be as specific as possible about the type of unit involved (single-family, apartment, mobile home, etc.).
- 3. An actual count of persons or households may be accepted, but <u>places with more than 100</u> <u>people must contact the State Demographer</u> before proceeding with a count. The count you submit should be for 2017. We will interpolate a number for 2016. You must provide the following information:
 - a. List the house number and street name of each housing unit in your city or township. If there is more than one unit at an address, please list each unit and provide an apartment number.
 - b. Indicate whether the unit is occupied or vacant. If the unit is occupied, indicate the number of residents. Only year-round residents should be counted. Young people away at college or in the military, elderly persons who have moved to a nursing home in another town and seasonal (summer) residents should not be counted.
 - c. Group quarters such as nursing homes, dormitories, jails and group homes should not be counted as housing units. Give us the name and address of the facility and the number of residents.
 - d. After you have listed each housing unit, you must summarize your data and give us the total number of residents, the total number of vacant units and the total number of occupied units.
 - e. Please indicate when the count was completed.

Any additional information you can provide about your community will be appreciated. Changes in vacancy rates, the conversion of summer homes to year-round use, and changes in employment opportunities are the types of things we like to hear about when we are evaluating an estimate. One final request--when you write to us, please provide your mailing address and a telephone number or e-mail address where you can be reached during the day.

State Demographic Center

300 Centennial Office Building 658 Cedar Street St. Paul, MN 55155 Telephone: 651-201-2473 TTY: 651-297-4357



Lucinda Messman, Clerk Becker Township PO Box 248 Becker, MN 55308

Dear Clerk:

The State Demographer is required by law to produce annual population and household estimates for each of Minnesota's cities and townships. Enclosed you will find a sheet containing the April 1, 2016, population and household estimates for your jurisdiction.

These estimates are being sent to you now for review and comment. It's important that our estimates are accurate, as they are used to distribute state aid to cities and townships. If you have questions about how our estimates impact a specific program, please contact the state agency responsible for that program.

The enclosed figures represent estimated population and household changes since the 2010 Census. The number of households corresponds to the number of occupied housing units. A household may be a single family, one person living alone, or any group of people who share the same living area. While we believe that our estimates are usually accurate, we realize there may be occasional problems. For this reason, we value your comments. We may not be aware of such changes as housing demolitions, the gain or loss of group quarters (like college dormitories, nursing homes, etc.), construction of public housing and the gain or loss of mobile homes.

Please note that our estimates:

- pertain to one year ago, not the present;
- have also been sent to your county auditor for review;
- are subject to change and are not considered final until they are released to the Minnesota Department of Revenue in July.

If you are satisfied with our estimates, it is not necessary to contact us or provide any further information. If you wish to challenge our estimates, please send us the appropriate data described in the enclosed challenge guide by **June 24, 2017**. Questions or comments should be directed to James Hibbs at the address listed on the letterhead. You may also contact us by e-mail at <u>local.estimates@state.mn.us</u> or by phone at (651) 201-2473. The volume of phone calls is heavy at this time of year, so you may be asked to leave a message on our voice mail system. We will respond promptly. <u>Please remember that we cannot correct problems with the 2010 Census.</u>

Thank you for taking time to review these estimates.

Sincerely,

Susanle

Susan Brower State Demographer

Enclosures

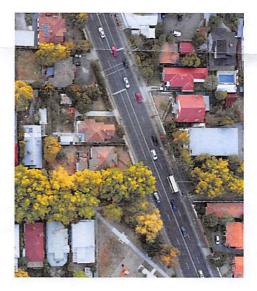
Census 2020 is starting now

An important message from the Minnesota State Demographic Center

Make sure your community gets its fair share of funding in the decade ahead

Before 2020 Census forms appear in mailboxes, the Census Bureau needs addresses. If the Bureau doesn't know that a new subdivision or apartment building has sprung up, residents could go uncounted. And that would mean less federal and state funding for your community.

In July 2017, the Census Bureau will invite local governments to help verify and update a database of all residential addresses through its Local Update of Census



Addresses (LUCA) program. Counties, cities, and townships will be asked to review the Census Bureau's address file, check it for accuracy, and supplement the file with new or additional addresses. The review itself will begin in early 2018.

What do you need to do?

Just look for the Census Bureau's LUCA invitation in July. The Bureau will mail packets to the highest elected official of your county, city, or township and "cc" any additional contacts it has on file. You can help by making sure that that packet doesn't get accidentally overlooked. LUCA registrations must be returned to the Census Bureau by December 2017.

MINNESOTA STATE DEMOGRAPHIC CENTER DEPARTMENT OF ADMINISTRATION

Have more questions? Send us an email: demography.helpline@state.mn.us We're pretty friendly.

Sherburne County AUDITOR/TREASURER

DIANE ARNOLD

13880 Business Center Drive NW Elk River, MN 55330-1692 763-765-4351 II 1-800-438-0576 II Fax: 763-765-4400 Web: www.co.sherburne.mn.us



May 16, 2017

Dear Township/City Official:

Enclosed are tobacco license applications for businesses located in your Township/City. According to Sherburne County ordinance #29, we are required to obtain the signature of the Board/Chairperson on the back page of the application.

We are requesting your Township/City board to review the application, make comments on the application or the comment sheet provided and sign each application at the next regular board meeting.

Please return the application A.S.A.P. so the application can be reviewed at the County Board. Meetings will be held on June 13th and June 20th. If they are not returned before either meeting, I will request that their license be approved pending approval from you. Please mail signed applications to Sherburne County Auditor/Treasurer's office to my attention.

Please call me at 763-765-4351 if you have any questions.

Sincerely,

.

Diane Arnold, Auditor/Treasurer By Megan Bennett, Deputy

Comment sheet Complication Complication Complication

DATE:	May 16, 2017
TO:	Becker Township
SUBJECT:	Renewal of Tobacco License (July 1, 2017 - June 30, 2018)

According to Sherburne County Ordinance No.29, upon receipt of a completed application for a Tobacco license, the County Auditor needs to get the application approved by the appropriate departments and the County Board. <u>The application also needs to be reviewed by the Local Board for comments</u>.

Please state comments, if any, for the following establishments listed below:

Holiday Station Store #598			
14740 165th Avenue			
Becker, MN 55308			
SAFE Discount Liquor, Inc.:			
16484 149th Street SE			
Big Lake, MN 55309			
	<u></u>		
		 <u> </u>	
	* *	 	
	<u></u>		

When completed, please return this form & application with signature ASAP, to Sherburne County Auditor/Treasurer, Attn: Megan. Thank you. License expires 6/30/17 - County Board meets 6/13/17 & 6/20/17)

APR 26 2017

DIANE ARNOLD County Auditor/Treasurer

RECEIVED

MINNESOTA · REVENUE

Sit'n here

1994 - S

CT102

License Application to Make Retall Sales of Cigarette and Other Tobacco Products

To be completed by applicant when applying for a license with a city or county.

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Becker	MN	State Zip code	763-2	63-7567
Malling address (if different inen susvess address)	City	State Zip ocde	Final address	43-1301
PO Box 137	Becker	MN 55305	/	
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Other (describe)				
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Corporate officers or partners (attach a l	list if necessary)	*		
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Namo	<u>K</u>	<u>[])edina</u>	MN	55340
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MINNESOTA REVENUE

ITOO9885 RECEIVED (loord attuched APR 14 2017 CT102 License Application to Make Retail Sales of Cigarette and Other Tobacco Products

To be completed by applicant when applying for a license with a city or county.

	Applicant's Minnesota tax ID number The Minnesota tax ID must be issued in the same	FOR MUNICIPAL USE ONLY]
	4557287 legal name of the licensee below.		
	Cigarettes/tobacco products will be sold (a separate license is required	Period covered	-]
	for each location or vending machine):	Date of issuance	
ed	Over counter		
Print or type	Licensee's legal name Steven Allen Smallish Business trade name (doing business as)	Federal employer ID number (FEIN) <u> </u>	- <u></u> -
2	SAFE Discount Liquar Inc.	(163) 262-224	8
	Complete address of business location (permit location) County County	Other phone number	.
	City D State Zip code	Fax number	
	Mailing address (If different than business address) City State Zip code	Email address	18
		Safem 11 Damail	win
	Type of legal organization (check one):		
	Sole proprietor Minnesota corporation: Enter date of	incorporation	— .
	Partnership Out-of-state corporation: State of inco	prporation	
Information	Other (describe) Are you registered to do business in N	Ainnesota? 🗌 Yes 🗌 No	
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Busl	- 23137 190th St. Big Calle	Mrn 55309	
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	Address City	State Zip code	
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Ē	4. I may not purchase from or exchange cigarettes or tobacco products with another retailer.		
em ol	I must keep complete and legible cigarette and tobacco products invoices on the licensed i within one hour of request, for at least one year after the date of the purchase.	premises, or make invoices available	è
Statement of	6. I know that the Minnesota Department of Revenue and/or law enforcement may conduct of the premises, including inspections of inventory, invoices and licenses, and I understand the grounds for revocation of my license.		à
	 I know that failure to comply with all requirements can result in criminal penalties, includin products. 	ng the loss of cigarettes and tobacco	
hera	Hoensee signature Fittle Print name Date	Daytime phone	
Ē	Ot Oul BED Seven Smallish	4/11/17 (763)	
Sign here	Licensing agent's signature Title Print name Date	Daytime phone	_
요한중신품			

License applicant: Submit this form to the licensing authority along with the license application. Licensing authority: Mail or fax a copy of approved form to: Minnesota Revenue, Mail Station 3331, St. Paul, MN 55146-3331.

Tobacco Retailer Compliance Check History

Safe Discount Liquor, Inc.

16484 149th ST SE Becker Township

7/14/2016 Image: Constraint of the second secon	Date	Purchase Attempted	Successful Sale	Product Type	Type of Sale	Clerk Fine	Clerk Criminal Penalty	Licensee Fine	Suspension
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	6/26/2013	3		0	0	0\$	×	\$0	0
	8/31/2012			0	0	, \$0	\$0	\$0	0
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	6/16/2010	8	D	0	0	\$0	0\$	\$0	O

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BECKER TOWNSHIP ROAD USE AGREEMENT

This Road Use Agreement furthermore referred to as "Agreement" is entered into and effective the 28th day of June, 2017 between US Site Work, Inc. and its assigns furthermore referred to as the "Contractor" and Becker Township, Sherburne County Minnesota furthermore referred to as the "Township".

AGREEMENT

In consideration of mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

RECITALS

- A. The Contractor intends to extract 8,000CY of clay earthen material to be hauled to the GRE Becker Ash Landfill.
- B. This Agreement specifies the commitments made by the Township and by the Contractor to ensure that the use of Public Township Roadways and Public Township Right-of-Ways is lawful and does not result in damaged or grossly deteriorated Township property.
- C. The major extraction site consists of approximately 1-acre of land within an 80 acre tract located in S8 T34 R28, PID 05-108-4200. A map depicting the Project Area is provided herein as <u>Exhibit A.</u>
- D. This project was approved as an interim use by the Becker Joint Planning Board, subject to, amongst other things, the Contractor complying with the road use requirements of the Township, which are set forth in this agreement.
- E. This agreement pertains only to use of Township Roadways as Designated Haul Roads, use of City, County or State Highways as haul roads during this project is not covered by this agreement.

AGREEMENT

Section 1. Definitions

For the purposes of this Agreement, the following terms shall have the meaning given them in this Section.

- <u>Agreement</u>. "Agreement" means this Road Use Agreement and the exhibits attached hereto.
- <u>Township</u>. Becker Township, Sherburne County Minnesota.

- <u>Contractor</u>. US Site Work, Inc., 11040 183rd Circle NW, Suite B, Elk River, MN 55330.
- <u>Certificate of Completion</u>. "Certificate of Completion" means the document issued by the Township Engineer pursuant to this Agreement certifying that the Contractor has satisfactorily restored the Designated Haul Roads by completing all items required by the Township Engineer.
- <u>Designated Haul Road</u>. Any Public Roadway under the jurisdiction of the Township set forth on <u>Exhibit B</u> of this Agreement approved pursuant to this Agreement for use in connection with the development and construction of the Project.
- <u>Restoration Order</u>. The order, from the Township Engineer, identifying repairs or restoration of Public Roadways or Public Right of Way or public property required under this Agreement to be made by the Contractor.
- <u>Township Engineer</u>. The engineer appointed by the Township to perform the duties of the Township Engineer as described in this Agreement.
- <u>Initial Evaluation</u>. The pictures, video logs, or other documentation prepared by the Township Engineer on the pre-project condition of the Public Right-of-Ways proposed for use as Designated Haul Roads.
- <u>Public Roadway</u>. Roadways and appurtenant right-of-ways that are under the jurisdiction of the Township, and including Roadway Ditches within the Public Right-of-Way.
- <u>Public Right-of-Way</u>. The area on, below, or above a public roadway, in which the Township has an interest, including other dedicated rights-of-way for travel purposes and utility easements of local government units.

Section 2. Designated Haul Roads

- <u>Identification of Proposed Haul Roads</u>. All construction traffic shall comply with the routes specified in the Findings and Order issued by the Becker Joint Planning Board approving the Interim Use Permit. For Township Interests, <u>Exhibit B</u> shows Township Routes pertaining to this Road Use Agreement.
- <u>Initial Evaluations of Proposed Haul Roads</u>. As soon as practicable after the execution of this Agreement, prior to the commencement of Project Construction and before delivery of materials and equipment to the Project Area, the Township Engineer shall inspect and structurally assess all Designated Haul Roads. The Township Engineer shall notify the Contractor at least 48 hours in advance of when the inspection and assessment will occur and a representative of the Contractor shall be allowed to participate and consult. The pictures, video logs, or other documentation prepared by the Township Engineer on the pre-project condition of the Public Right-of-Ways proposed for use as Designated Haul

Roads will be kept with the Township with a copy of all pre-condition documentation supplied to the Contractor.

• No Township routes other than those depicted on <u>Exhibit B</u> shall be authorized to be used by the Contractor during this project.

Section 3. <u>Use of the Designated Haul Roads</u>

- Adherence to any restrictions imposed herein shall not relieve the Contractor of liability for damages resulting from the operation and movement of construction equipment, materials, or supplies by Owner Parties.
- <u>Overweight Vehicles</u>. The Contractor shall comply with legal load restrictions at all times. Overweight vehicles may not be operated on Designed Haul Roads during the spring road restriction period, as determined by the Township pursuant to Minnesota Statutes, Section 169.87. At all other times, the Contractor shall not exceed a nine ton per axle limit on vehicles using the Haul Roads.
- <u>Road Access Driveways</u>. The Primary road access to the Project Area (extraction site) shall be as specified in the Interim Use Permit issued by the Becker Joint Planning Board.
- <u>Speed Limits</u>. All truck traffic using the Designated Haul Roads shall adhere to the posted speed limit when traveling to or from the Project Area.
- <u>Road Use Times</u>. The Contractor shall use the Designated Haul Roads for transporting materials to or from the Project Area only during the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday. No transporting of material to or from the Project Area may occur on Sunday.

Section 4. Maintenance and Restoration

- <u>Maintenance Activities</u>. The fact that other traffic used the haul road concurrently with the Contractor's material hauling operation does not relieve the Contractor of the obligation to maintain and restore the haul road as required in this agreement. If other contractors, performing highway construction under a different agreement with the Township haul materials over the same road concurrently with the Contractor's material hauling operation, the Township Engineer will determine the amount of maintenance and restoration obligation to be shared by each.
- <u>Repair of Damage to the Designated Haul Roads.</u> While hauling operations are in progress, the contractor shall maintain the haul roads to the satisfaction of the Township Engineer. This work may include application of water on an hourly or daily basis, bituminous patching where damage has occurred, or the application of calcium chloride to gravel road surfaces as necessary to alleviate dust and eliminate hazards. When hauling activities are completed, any damage occurring to a Designated Haul Road during its period of use by

the Contractor shall be presumed to have been caused by the Contractor and the Contractor shall be responsible for repairing the damage unless the Contractor can reasonably establish to the satisfaction of the Township Engineer that the damage was caused by other parties

- <u>Maintenance of Traffic</u>. The Contractor shall, throughout the project, provide and maintain all traffic control devices as deemed necessary for the safe and efficient movement of the public. Should any road become impassable at any time, the Contractor, Township or Township Engineer shall notify local law enforcement immediately and make necessary accommodations for the traveling public and emergency vehicles. Maintenance of traffic shall be in conformance with the Minnesota Manual of Uniform Traffic Control Devices ("MN MUTCD").
- <u>Restoration Order</u>. No later than fifteen (15) days after the completion of the hauling operations, the Township Engineer shall issue a Restoration Order identifying repairs and/or restoration required under this Agreement to be made by the Contractor. If there are items upon which the Contractor and Township Engineer disagree, the Contractor and the Township Engineer shall meet to attempt to reach agreement on all such items. If agreement cannot be reached, the issues of disagreement shall be submitted to the Town Board for a final determination of whether such items must be completed by the Contractor. The Contractor shall make repairs in accordance with the final determination by the Town Board.
- <u>Completion of Restoration Work and Certification</u>. The Contractor shall complete all repair and restoration of haul roads no later than sixty (60) days after the issuance of the restoration order, or, in the event that the Town Board needs to make a final determination, no later than thirty (30) days after Town Board's final determination. If the Contractor fails to complete all repair and restoration of haul roads by the established deadlines, the Township may make the repairs and the Contractor shall be responsible for fully reimbursing the Township for all reasonable costs it incurs, including any administrative costs, engineering fees, and attorney's fees. If the Township Engineer determines roads were properly repaired and restored, the Township Engineer shall issue a Certificate of Completion to the Contractor certifying the date on which all items were completed.

Section 5. <u>Indemnification</u>

Anything to the contrary herein notwithstanding, and to the maximum extent allowed by law, the Township, their elected and appointed officials, their officers, agents, employees, and representatives shall not be liable or responsible in any manner to the Contractor or their respective employees and agents, for any claims, demands, damages, actions, or causes of action of any kind or character whatsoever arising out of or by reason of the execution of this Agreement; the permitting or inspection of any work relating to the Project, and any and all work which is the Contractor's obligation to perform pursuant to this Agreement; the grant by the Township of any approval related to the Project; the failure by the Contractor to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement; the failure by the Contractor to pay contractors, subcontractors, laborers, or materialmen; the failure by the Contractor to pay for materials; the failure by the Contractor to obtain necessary permits and authorization to construct the work described in this Agreement; or the Township's

exercise of any of its rights in the event of a default by the Owners. The Contractor further agrees to indemnify, defend, and hold the Township, their elected and appointed officials, their officers, engineers, agents, employees and representatives harmless from all such claims, demands, damages, actions, or causes of action, and all costs, disbursements, and expenses resulting from such claims, including reasonable attorney's fees. Notwithstanding the foregoing, the Contractors' obligations under this Section shall not apply to the extent any such losses, damages, claims or injuries arise out of the negligent acts or willful misconduct of the Township or its elected and appointed officials, its officers, engineers, agents, employees and representatives. Nothing in this Section or in this Agreement shall constitute a waiver of any immunity from, or limitation on, liability to which the Township is entitled to under Minnesota Statutes, Chapter 466 or other law.

Section 6. Term and Termination

This Agreement shall terminate one (1) year from the date of Project Completion specified on the Certificate of Completion that is issued to the Contractor.

IN WITNESS WHEREOF, the Parties have caused this Road Use Agreement to be duly executed on the day and year first above written.

	CONTRACTOR
BECKER TOWNSHIP	U.S. SITE WORK, INC
Brian Kolbinger, Chair	Signature
	Printed Name
Attest by Town Clerk	Title



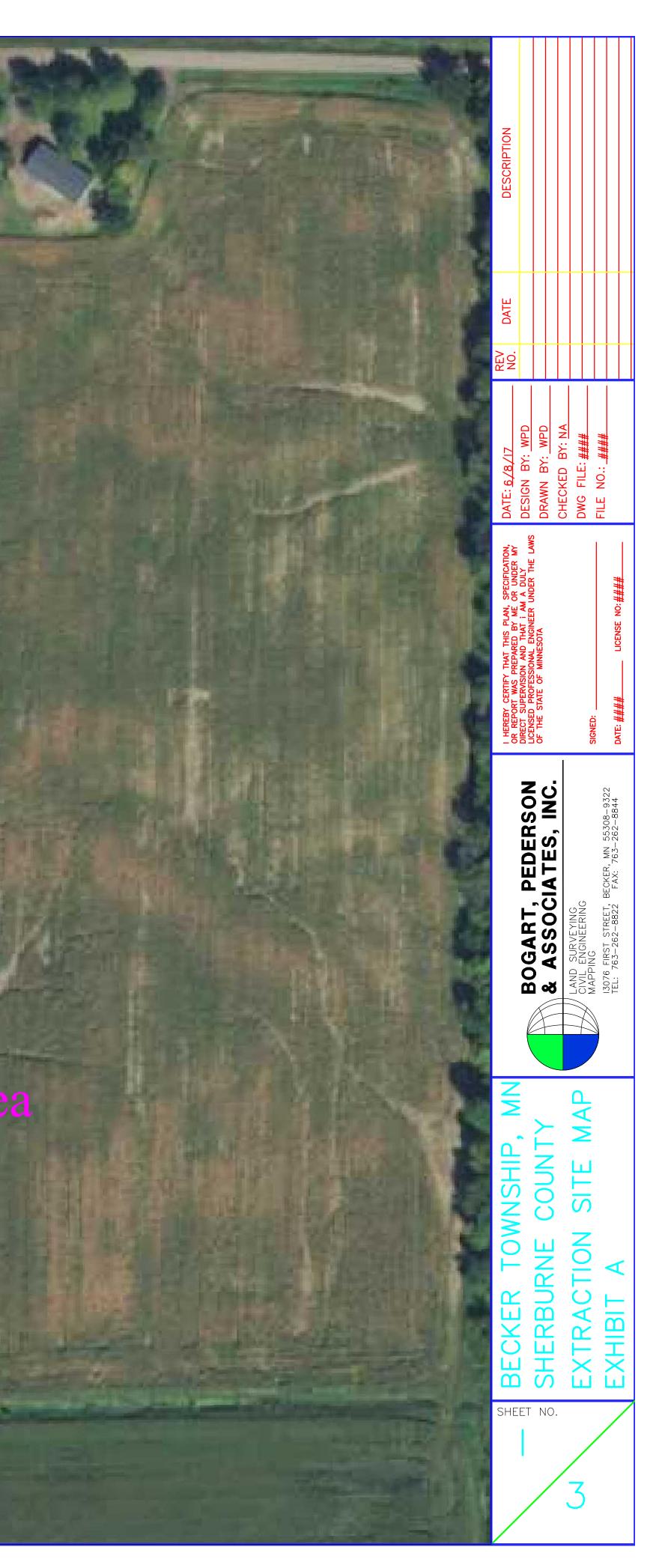
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-Haul Road

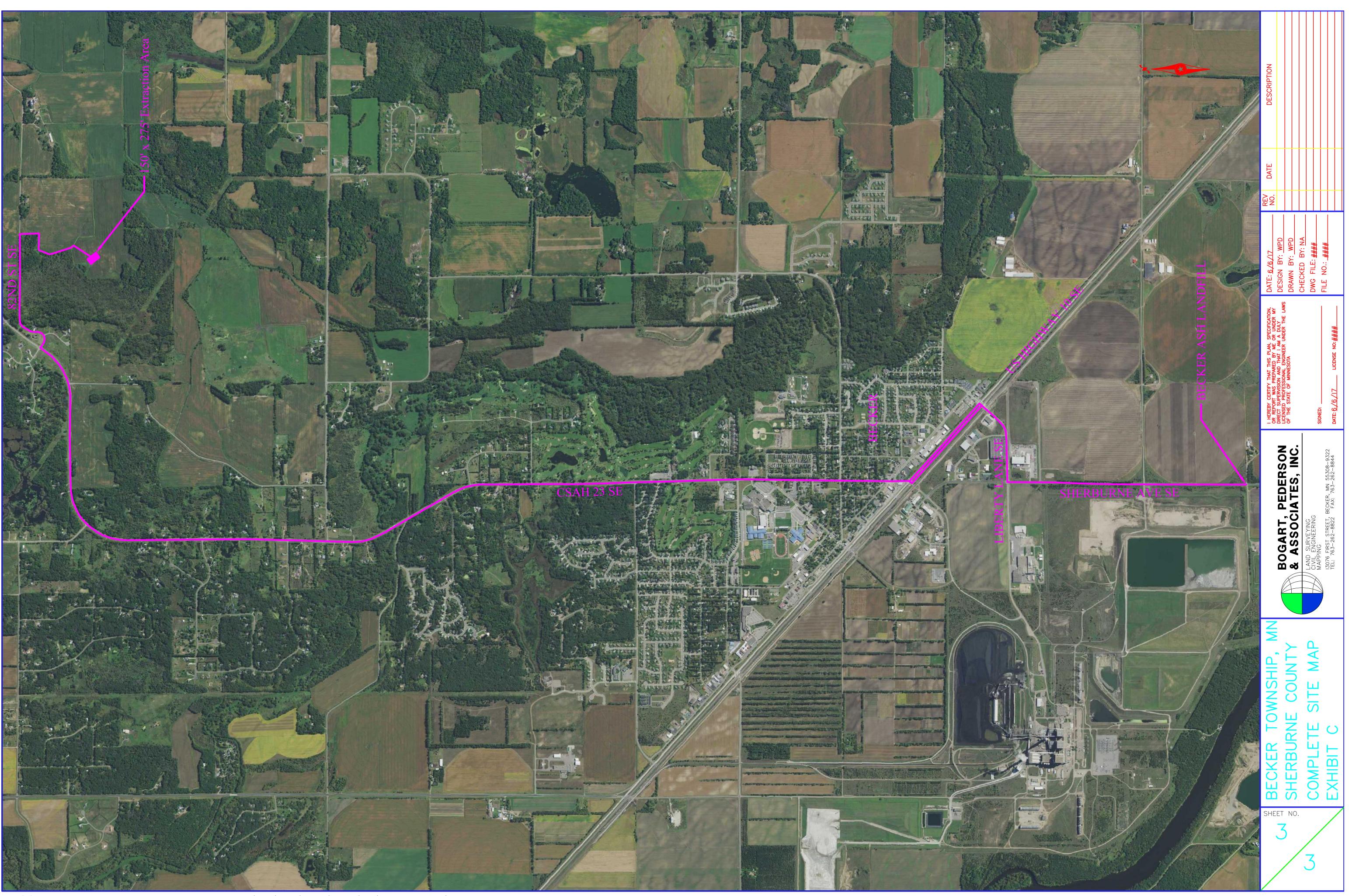
-150' x 275' Extraction Area





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Bogart, Pederson & Associates, Inc.

LAND SURVEYING CIVIL ENGINEERING MAPPING

June 16, 2017

Becker Township PO BOX 248 12165 Hancock Street Becker, MN 55308

RE: Hidden Haven structure within easement

Dear Board of Directors,

In this letter, I discuss the proposition of a retaining wall within the drainage and utility easements along with options and a recommendation. This is regarding property Lot 3 Block 7 in Hidden Haven at the address 15787 103rd St SE Becker MN 55308.

A 4 foot tall retaining wall, for which a building permit is required due to the height being greater than 30 inches, was proposed to be built between the two houses to stabilize the slope that has resulting from previous excavation. This wall would be constructed within a drainage and utility easement that runs along the property line between the two houses. The easement extends 6 feet on both sides from the property line. There are several options in which this could be resolved.

- 1. The Board grants approval to build the structure within the drainage and utility easement. A survey would be recommended so that the location of the wall within the easement is documented. A Liability form be drafted, signed and documented so that the Township is not held liable in the instance that a utility contractor uses the easement and the said structure is removed.
- 2. The retaining wall is built outside of the easement with proper backfill at an effective grade, which would only require a building permit for the structure's height exceeding 30 inches.
- 3. The Township vacates the drainage and utility easement between the two properties. This requires an application and fee from the property owner, Board approval and a public hearing.
- 4. The drainage and utility easement be restored to original conditions prior to excavation.

It is my recommendation that the retaining wall be constructed outside of the easement with backfill at an effective slope. A building permit would be required as the structure exceeds 30 inches but a survey would not be required as it is not a primary or accessory structure.

If you have any concerns or questions, please feel free to contact me.

Sincerely,

.P. Pi

Wesley P. Davis Project Engineer Bogart, Pederson & Associates

Phone: 763/262-8822 Toll free: 888/210-8301 Fax: 763/262-8844 Meeting Date(s): June 19, 2017 Town Board

Report prepared by Ben Wikstrom, Planning Consultant

UPDATE ON PLANNING AND ZONING ACTIVITY

- The Planning Commission held a public hearing on June 12 to consider an application by US Sitework, Inc. for an Interim Use Permit (IUP) for the purpose of extracting 8,000 cubic yards of clay from the property at 8521 County Road 23 SE. The excavated material will be trucked to the Becker-Ash Landfill site and used to supply the site with a clay liner.
- Discussion centered around the haul routes and the conditions that should be attached to the IUP. Those conditions are listed at the end of this section.
- In addition to approval of an IUP, the applicant will be required to enter into a Road Use Agreement as approved by the Planning Commission and with the Town Board (on your agenda tonight), and gain a Land Use Permit approval from Sherburne County.
- Because the excavation will total 8,000 cubic yards, an NPDES permit is not required, but the project must adhere to all MPCA requirement.
- Conditions:
 - This permit applies to extraction of an area of not more than 150' X 275', a maximum depth of 6', and a volume of not more than 8,000 cubic yards; and additional size, depth, or volume will require approval of an IUP amendment and associated permit approvals triggered by those increases;
 - 2. A Road Use Agreement must be approved by the Becker Town Board;
 - 3. A Road Use Agreement must be obtained from the City of Becker;
 - 4. Proof of Insurance must be provided by US Sitework, Inc. to the Township Offices;
 - 5. A Land Use Permit for the project must be approved by Sherburne County prior to Joint Planning Board action;
 - 6. Hours of operation not to exceed 7:00 am to 7:00 pm Monday through Saturday;
 - 7. No hours of operation shall occur on Sundays or Federal Holidays;
 - 8. The site must be restored to its pre-excavation use which in this instance is agricultural cultivation;
 - 9. If Becker Township receives two or more substantiated complaints in a one week period, the Interim Use Permit will be suspended until such time that

the Town Planning Commission and Joint Planning Board can hold a meeting to consider establishing new conditions or revocation of the Interim Use Permit to address the complaints; and

10. Any additional conditions deemed appropriate by the Joint Planning Board.

Please call or email with any questions or for more information. 612.801.7992 benwikstrom@gmail.com

MEMO	
TO:	Becker Town Board
FROM:	Lucinda Messman
DATE:	6/9/2017
RE:	Fee Schedule

One of the goals of planning/joint planning has been to maintain a fee schedule at levels equal or just under that of Sherburne County.

A quick scan of the Sherburne County Fee schedule shows that Becker Township is currently charging rates at about 70% of what the County charges for many items. Sign permits and plumbing fees, are considerably lower (50%-75% lower).

Two of our fees are higher. The two that are higher:

- 1) Base building permit fee
 - a. Township = \$23.50
 - b. County = \$23.00
- 2) Building permit fee on structure valuation at or over \$1,000,001
 - a. Township \$3.65 for each additional 1,000
 - b. County \$3.15 for each additional 1,000

Direction for staff?

The City of	REQUEST FOR COUNCIL ACTION	CITY COUNCIL ACTION
BECKER MINNESOTA	MEETING DATE: 06/20/2017	 Approved Denied Amended Tabled
Agenda Item Descripti Building Inspector RFP Originating Departme	ion: nt / Preparer / Email / Phone:	
City Administrator, Gr	eg Pruszinske, gpruszinske@ci.becker.mn.us, 763-2	
	ient Director, Marie Pflipsen, <u>mpflipsen@ci.becker</u> .	<u>mn.us</u> , 763-200-4246
Attachments:		
Yes X No		
Attachments Included 1. Draft RFP Consent Agenda?		
Consent Agenua!		
The City of Becker company from an requirements. The the Town Board ap		ne City and Township
Board, Commission / (Committee Action:	
None		
Budgetary / Fiscal Imp	pact:	
Action(s) Requested: 1. Motion and se Town Board ap	cond to approve posting the RFP for building inspectoproval.	tor services contingent on
Alternatives: 1. Do Not Adopt 2. Table for More	e Information	



REQUEST FOR PROPOSALS: The City of Becker and Town of Becker Joint Request for Proposals for Building Inspection Services.

City of Becker 12060 Sherburne Ave PO Box 250 Becker, MN 55308 www.ci.becker.mn.us Town of Becker 12165 Hancock St. PO Box 248 Becker, MN 55308

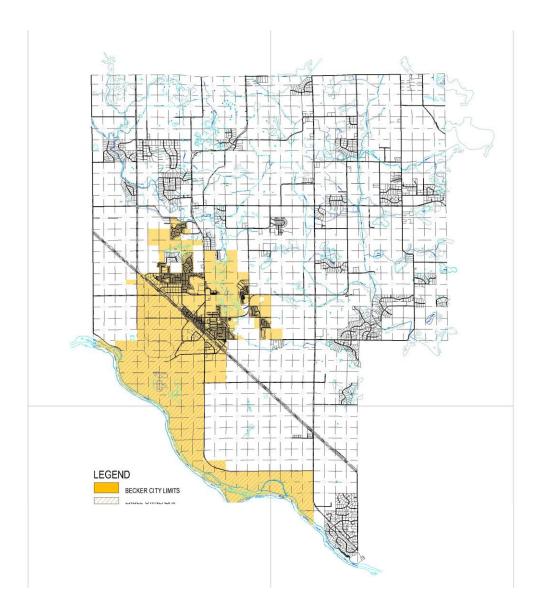
REQUEST FOR PROPOSALS City of Becker and Town of Becker

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II	Building Inspection Services Evaluation	4
III	Building Inspection Services References	5
IV	Contact/Submission Information	5
V	Other Information	6

I. RFP BACKGROUND

The City of Becker and Town of Becker are seeking professional service proposals from firms/individuals interested in performing building official/inspector duties for the City and Township, which have both adopted the 1997 Fee Schedule. Both the City and the Township are interested in an independent contractor agreement for those services. The duties require skilled inspection work in securing compliance with State building, plumbing and mechanical codes, Fire Marshaling, and related regulations and standards. Work involves responsibility for plan review and inspection of structures in regards to conformity with the City or Townships zoning ordinance, code requirements, and technical standards. The inspection of new and existing septic system is also required in the Town.



II. BUILDING INSPECTION SERVICES EVALUATION

The Following is a list of Required Qualifications and Questions that both the Becker City Council and Becker Town Board have required to be submitted as part of the Request for Proposals. Please answer each question to the best of your ability.

Qualifications (Required):

- At least one of the persons providing the services must be a currently Certified MN Building Official with not less than five years experience consecutive years of such certification. Please provide name(s), Certificate Number(s), and years as Certified Building Official for each qualified person.
- All persons performing services required by the City and Town must have a minimum of five years experience in building trades and considerable experience involving a wide variety of construction. List the experience of each person proposed to provide inspectional services to the town.
- List and provide copies of Minnesota State Certifications and any National Certifications (i.e. ICC Certification)
- Provide a copy of MPCA SSTS certification and license.

Desired Qualifications (not required):

• At least one of the persons providing services be a Certified Fire Marshal. **Please provide name and verification.**

Inspection Services:

- What is the minimum time you require to process an application?
- What is the maximum time to process and application?
- What is your minimum required notification time for inspection requests?
- Will the inspector be available via telephone for questions, inspection scheduling, etc.?
- Would you require any special arrangements with the City or Town (i.e. office area, telephone, computer, filing cabinet, etc.)?
- Describe a typical application process commencing with a resident's phone call or initial application to final inspection.
- How would you describe your relationships with the communities that you are affiliated with?
- Provide a copy of your Building Permit Application, forms, documents, and handouts that you make available to cities and applicants.
- Provide information about your firm including the number of full-time inspectors and where they are located, support staff, and any other appropriate information

Compensation:

- Your percentage of Permit fee
- Your percentage of Plan Review fee
- Other fees (i.e. fixed fees, plumbing, mechanical, maintenance, demolition etc.)

- Do you provide services for non-permitted work (i.e. asbestos, lead, condemnation inspections, zoning violations, nuisance complaints, etc?). If so, what are your charges?
- What is your billing procedure (i.e. monthly, quarterly, etc.)?
- How do you establish the value of a building project and permit fee?

III. BUILDING INSPECTION SERVICES REFERENCES

- Provide a current listing of your municipal clients including the contact name and phone number.
- Provide a list of any municipal clients who you have served within the past five year who are not on the list above.
- Please submit a draft building inspection service agreement contract.

IV. CONTACT/SUBMISSION INFORMATION

One copy of the proposal should be submitted in a sealed package. The due date for the proposals is **Monday July 31, 2017 at 4:30 p.m. and** should be submitted to Becker City Hall.

All proposals and any related correspondence may be mailed or delivered to the address below:

City of Becker C/O Marie Pflipsen 12060 Sherburne Ave. PO Box 250 Becker, MN 55308

Phone: (763) 200-4246 Email: <u>mpflipsen@ci.becker.mn.us</u>

The City of Becker and Town of Becker are not responsible for the U.S. Mail or private couriers in regards to mail being delivered. Faxed or emailed proposals will not be accepted.

All questions regarding the RFP process and/or application must be submitted to Ms. Pflipsen prior to the submission date.

V. OTHER INFORMATION

- The City of Becker and Town of Becker retain the rights to reject any or all, or parts of any and all proposals. The City Council and Town Board may elect to readvertise, postpone, or cancel the RFP process at any time.
- Initial commitment for three years with an automatic renewal thereafter.
- It is possible that the Becker City Council and Becker Town Board may want to interview the candidates for the Building Inspection Services contract.
- The Becker City Council and Becker Town Board will each select and approve their own Building Inspection Services firm. If both the City and Town select the same firm, it will be required that separate contracts be entered into by each governmental jurisdiction and the selected firm.



Bogart, Pederson & Associates, Inc.

LAND SURVEYING CIVIL ENGINEERING MAPPING

June 16, 2017

Becker Township PO BOX 248 12165 Hancock Street Becker, MN 55308

RE: Salida Crossing Site Plan

Dear Board of Directors,

In this letter, I will disclose the purpose of the meeting between Bogart, Pederson & Associates and the party of Scott Dahlke and Brian Dodd regarding requirements for a Site Plan regarding 14833 164th Ave SE in Salida Crossing.

We were contacted by Scott Dahlke to arrange a meeting to discuss the requirements of a Site Plan in Becker Township. We were informed that a Conditional Use Permit had been issued in 2010 and 2017 and that a building permit application was submitted.

In response to the Site Plan requirements, we mentioned that dimensioning would be required so that the setback requirements laid out in the Zoning Ordinance subdivision 9.05 are satisfied, and that the impervious lot coverage doesn't exceed 75% as stated in the Zoning Ordinance subdivision 9.09. We also referenced the Building Code Ordinance 2017-01 and stated that they would need a certified land survey as part of the building permit requirements due to the fact that the building footprint is changing and to verify proper drainage.

Upon reviewing the preliminary Site Plan and the CUPs from 2010 and 2017, there seemed to be a few concerns that I wanted the Board to be aware of in case they come up at a later date.

- 1. The uses for the 2010 and 2017 CUPs are very similar, except that the loads on the roads are more significant for the 2017 CUP. In the 2010 CUP there was a condition that 164th Ave be brought up to township standards, but is not stated in the 2017 CUP. The property has two points of access, from the culde-sac on 164th Ave and from the frontage road on the east side as there has been a public 33' easement dedicated. I believe that neither of these roads are designed to accommodate the type of traffic that this business is going to generate (curve radii for trailers and structural capacity for heavy loads). According to the Zoning Ordinance subdivision 20.05 the 2010 CUP along with the condition to have 164th Ave built to township standards is void.
- 2. Brian Dodd had mentioned that they were going to use the dirt road north of 164th Ave for trucks to access their yard and unload. That stretch of road belongs to Peterson Bros and there is no agreement in place that trucks can use that road which would be a civil issue to be worked out between Theco and Peterson Bros.

No action has been taken because the Township Board has not directed any to be taken, but I just wanted these concerns to be made aware of in case they should arrive at a later date.

If you have any concerns or questions, please feel free to contact me.

Sincerely

Wesley P. Davis Project Engineer Bogart, Pederson & Associates

Main Office: BeckerPhone:13076 First StreetToll free:Becker, MN 55308Fax:

Phone: 763/262-8822 Toll free: 888/210-8301 Fax: 763/262-8844

Becker Township Road Sign Inventory, Retro-Reflectivity Compliance Evaluation, and Replacement Policy

It is the stated objective of Becker Township, Sherburne County, MN to maintain its town roads in a safe but cost effective manner. As part of its maintenance efforts, Becker Township recognizes that regulatory, warning, and directional road signs (commonly referred to collectively as safety signs), including but not limited to stop signs, yield signs and other similar traffic control devices, need to be properly inventoried, assessed for compliance with applicable retro-reflectivity standards, maintained, and replaced at scheduled intervals. Becker Township further recognizes that when signs are installed within town road rights of way they must comply with state and federal regulations as primarily outlined in the Manual on Uniform Traffic Control Devices. As part of its efforts to comply with applicable regulations, the Town Board of Becker Township shall be guided by the following plan adopted in accordance with Section 2A.08 of the Manual on Uniform Traffic Control Devices:

- 1. Inventory. In recognition of the importance of knowing the number, type, and location of road signs situated in township road rights of way, it is the intent of the Town Board to have an inventory of all town road signs completed by August 2012. The completed inventory shall be maintained using a computer based spreadsheet and shall be updated by the Township Sign Contractor each time a sign is installed, replaced, or removed but not less than on an annual basis. The inventory shall indicate the type of sign, the number of each type of sign, the location of each sign including the direction the sign faces, the date of installation (when known for pre-existing signs), type of material used on sign face (when known), a general statement on the condition of the sign, a record of any maintenance performed on the sign, and the date of sign removal if applicable.
- 2. State or County Signage. Maintenance of signs along approaches to State or County Highway shall be the responsibility of the State or County Road Authority. Damaged signs shall be reported to the responsible road authority.
- 3. Removal of Excess Signs. In recognition of the fact that excess road signs have been shown to reduce the effectiveness of signage, as well as impose an unnecessary financial burden on the road authority, it shall be the policy of Becker Township to remove signs determined to be unnecessary for safety purposes and which are not otherwise required to comply with an applicable state or federal statute or regulation. The removal of signs

In addition, within each category above, further priority shall be given to warning and regulatory signs on roads with higher vehicle usage. All regulatory, warning and post mounted guide signs are to be replaced by the date set forth in the Minnesota Manual of Traffic Control Devices, (MNMUTCD), (anticipated deadline January 2017). All overhead guide signs and street name signs are to be replaced by the date established in the MNMUTCD.

7. On-going Maintenance. The Town shall include a general inspection of road signs in township rights of way as part of its annual road inspections. The Town shall update its sign inventory as provided in Section 1. After the initial replacement of signs as provided for in Section 4, the Town shall, for the purpose of complying with the requirements of the Manual on Uniform Traffic Control Devices to maintain minimum retro-reflectivity standards, shall, as budgetary factors allow, replace signs as they reach the end of the latter of their (a) warranty period; (b) expected life expectancy for the facing material used on the sign; or (c) expected life as determined by an authorized engineering study. In general, the Township will implement and budget for replacement of one twelfth, (1/12), of its total sign inventory on an annual basis. In order to provide for efficient sign replacement efforts, the "blanket replacement" approach will concentrate on corridors or areas within the township as directed by the Board during its annual road inspection. The annual budget value will be determined upon completion of the sign inventory program. Damaged, stolen, or missing signs shall be replaced as needed.

Adopted by Becker Township, 20

Chairperson

an 2012 adopted

Clerk

Cannot locate signed

Notice to the Citizens of the Town of Becker:

In response to Federal Rule 23 CFR 655 the Township intends to upgrade its roadway traffic signage. The upgrade will include the removal of a number of warning signs which have been deemed to be ineffective and too costly to maintain. Traffic studies have shown that some warning signs tend to advise drivers of hazardous conditions that are rarely encountered and thereby lose credibility. Such signs simply become background noise that drivers tend to tune out.

The Township is committed to providing for a safe and passable roadway system. Regulatory and warning signs that are required by the "Minnesota Manual for Traffic Control Devices" will be upgraded to provide enhanced visibility at night. Similarly, street name signs will be improved. The process will take several years.

Questions or concerns should be directed to the Township Engineer, Terrance Vander Eyk, 763 262 8822.

BECKER TWP SIGN INVENTORY			-Dec-14							
				FACING	MUTCD				INSTALL	
ROAD ID	FROM	то	LENGTH, (Ft) LENGTH, (Mi)	MILEPOINT DIRECTION	NO.	SIZE	LEGEND	REMOVE	REPLACE NEW	R

7th Str, Twp	CR 53	TH 25	5323	1.01	0.0 E	R1-1	30X30	STOP			County Authority
					0.0 W	W1-6	48X24	ONE DIRECTION ARROW			County Authority
					0.2 W	W14-3	36X48X48	NO PASSING ZONE	Y	N	
					0.6 E	W14-3	36X48X48	NO PASSING ZONE	Y	N	
					0.8 W	W14-3	36X48X48	NO PASSING ZONE	Y	N	
					0.8 W	W3-1	30X30	STOP AHEAD	Y	N	STOP SIGN visible
th Str, Twp	Dead End	CR 127	1414	0.27	0.3 E	W14-1	30X30	DEAD END	Y	Y	Replace w/30X30 W14-2
					0.3 W	R1-1	30X30	STOP			County Authority
th Str, Twp	CSAH 23	Cul de Sac	2675	0.51	0.0 N			BUILDING PERMIT REQUIRED	Y	Y	
					0.0 E	W1-7	48X24	2 DIRECTION ARROW			County Authority
					0.0 E	R1-1	30X30	STOP			County Authority
					0.0 W	W14-1	30X30	DEAD END	Y	Y	Replace w/30X30 W14-2
					0.1 E W	OM-3R	12X36	Delineators		Y	Install 2 new posts, 4 Panels
					0.4 W	OM4-1	18X18	9 BUTTON		Y	

OAKWOOD ESTATES

70th Str	Cul de Sac	CSAH 11	2584	0.49	0.0 E	OM4-1	18X18	9 BUTTON			OK
					0.2 E	W14-2	30X30	NO OUTLET		Y	
					0.4 E	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
					0.4 W	R1-1	30X30	STOP			County Authority
63rd Ave	Dead End	70th Str	319	0.06	0.0 N	OM4-1	18X18	9 BUTTON		Y	
					0.1 S	R1-1	30X30	STOP			ОК
8th Str	70th Str	CSAH 11	1827	0.35	0.0 N	R1-1	30X30	STOP	Y	Y	
					0.4 E	R2-1	24X30	SPEED LIMIT 25 MPH			
					0.4 W	R1-1	30X30	STOP			County Authority
67th Str, Twp	CSAH 11	CSAH 16	10624	2.01	0.0 N			BUILDING PERMIT REQUIRED	Y	Y	
					0.0 E	W1-7	48X24	2 DIRECTION ARROW			County Authority
					0.0 E	R1-1	30X30	STOP			County Authority
					1.6 E & W	OM-3R	12X36	Delineators	Y	Y	4 Inplace,Replace w/2 new post, 4 panels
					2.0 W	R1-1	30X30	STOP			County Authority
					2.0 W	W1-7	48X24	2 DIRECTION ARROW			County Authority
					2.0 N			BUILDING PERMIT REQUIRED	Y	Y	

RETROREFLECTIVITY REMARKS

ROAD ID	FROM	то	LENGTH, (Ft)	LENGTH, (Mi)	FACING MILEPOINT DIRECTION	MUTCD N NO.	SIZE	LEGEND REMOVE	REPLAC	INSTALL E NEW RETROREFLE	RETROREFLECTIVITY REMARKS	
190th Ave, Twp	CSAH 16	Dead End	1660	0.31	0.0 N	W1-7	48X24	2 DIRECTION ARROW			County Authority	
					0.0 N	R1-1	30X30	STOP			County Authority	
					0.0 S	W21-X8	36X30	MINIMUM MAINTENANCE ROAD		Y		
					0.7	OM4-1	18X18	9 BUTTON		Y	Remove old delineator	

BOULDER CROSSING

37th Street	CR 53	Dead End	2629	0.50	0.0 E	R1-1	30X30	STOP				Damaged, Advise County
					0.0 W		_	BUILDING PERMIT REQUIRED		Y		
					0.0 W	W14-1	30X30	DEAD END	Y	Y		Replace w/30X30 W14-2
7th Ave	87th Str	119th Ave	1643	0.31	0.0 N	R1-1	30X30	STOP			Ok	
					0.3 S	R1-1	30X30	STOP			Oł	
19th Ave	87th Str	Cul de Sac	2935	0.56	0.0 N	R1-1	30X30	STOP			Ok	
					0.6 S	OM4-1	18X18	9 BUTTON			Oł	<u></u>
37th Str/122nd Ave/82nd Str	TH 25 S	TH 25 N	5647	1.07	0.0 W	R1-1	30X30	STOP				Mn/DOT
					1.1 W	R1-1	30X30	STOP				Mn/DOT
23rd Ave	87th Str	Cul de Sac	808	0.15	0.2 S	OM4-1	18X18	9 BUTTON			Oł	
2nd Str, Twp	TH 25	CR 127	6658	1.26	0.0 E	R1-1	30X30	STOP				Mn/DOT
•••					0.9 E			WATCH FOR CHILDREN	Y	N		
					1.1 W	W3-1	30X30	STOP AHEAD	Y	N		STOP SIGN visible
					1.3 W	R1-1	30X30	STOP				County Authority
					1.3 W	W1-7	48X24	2 DIRECTION ARROW				County Authority

WILDWOOD ACRES

84th Str	TH 25	Oakwood Dr	758	0.14	0.0 E	R1-1	30X30	STOP				Mn/DOT
					0.1.11/	D4 4	20720	STOP	X	V		
					0.1 W	R1-1	30X30	STOP	Y	Y		Replace w/36X36X36 R1-2 YIELD
Oakwood Dr	Cul de Sac	82nd Str	2450	0.46	0.0 N	OM4-1	18X18	9 BUTTON			Y	
					0.4 N			WATCH FOR CHILDREN	Y	N		
					0.4 N	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N		
					0.4 S	R1-1	30X30	STOP				ОК
Oak Lane	Oakwood Dr S	Oakwood Dr N	2993	0.57	0.0 E	R1-2	36X36X36	YIELD	Y	Y		
					0.2 N	W1-6	48X24	ONE DIRECTION ARROW	Y	N		
					0.4 S	W1-6	48X24	ONE DIRECTION ARROW	Y	N		
					0.4 W	W1-6	48X24	ONE DIRECTION ARROW	Y	N		
					0.6 E	R1-1	30X30	STOP	Y	Y		Replace w/36X36X36 R1-2 YIELD

ROAD ID	FROM	то	LENGTH, (Ft)	LENGTH, (Mi)	FACING MILEPOINT DIRECTION	MUTCD NO.	SIZE	LEGEND	REMOVE		INSTALL NEW	RE
WILDWOOD ACRES continued												
West Beatrice/East Beatrice	82nd Str W	82nd Str E	7788	1.48	0.0 S	W1-7	48X24	2 DIRECTION ARROW	Y	Y		
					0.0 S	R1-1	30X30	STOP	Y	Y		
					0.0 N			LIMITED SIGHT DISTANCE	Y	N		
					0.0 N			LIMITED SIGHT DISTANCE	Y	N		
					0.0 N	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N		
					0.0 N	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N		<u> </u>
					0.2 N			SLOW CHILDREN	Y	N		<u> </u>

0.2 S

0.2 S

0.3 N

0.3 N

0.3 S

0.4 N

0.6 N

0.7 W

0.7 E

0.8 N

1.1 S

1.3 N

1.4 N

1.4 N

1.4 N

1.5 S

1.4 S

0.0 E

0.1 W

R2-1

R2-1

R2-1

W1-2L

W1-2R

W1-2L

W1-2R

W1-2R

W1-4L

W1-4R

R2-1

R1-1

W1-7

R1-1

R1-1

W1-2R

24X30

24X30

30X30

24X30

30X30

30X30

30X30

30X30

30X30

30X30

30X30

24X30

30X30

48X24

30X30

30X30

SLOW CHILDREN

SPEED LIMIT 25 MPH

SPEED LIMIT 25 MPH

SPEED LIMIT 25 MPH

CURVE RIGHT

CURVE LEFT

CURVE RIGHT

CURVE LEFT

CURVE RIGHT

CURVE RIGHT

REVERSE CURVE LEFT

REVERSE CURVE RIGHT

WATCH FOR CHILDREN

LIMITED SIGHT DISTANCE

SPEED LIMIT 25 MPH

2 DIRECTION ARROW

STOP

STOP

STOP

Υ

Y

Υ

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Woodland Lane

West Beatrice

East Beatrice

860

0.16

Replace w/36X36X36 R1-2 YIELD
Replace w/36X36X36 R1-2 YIELD

I28th Ave, Twp	82nd Str	Dead End	2166	0.41	0.0	N	R1-1	30X30	STOP	Y	Y		
•													
					0.0	S	W14-1	30X30	DEAD END	Y	Y		Replace w/30X30 W14-2
					0.4	S	OM4-1	18X18	9 BUTTON			Y	
ETERSON FARM													
Ird Str	Cul de Sac	146th Ave	1360	0.26	0.0	E	OM4-1	18X18	9 BUTTON			Y	
	0041100		0070		0.2	W	R1-1	30X30	STOP	Y	Y		
rd Str/146th Ave	CSAH 23	Cul de Sac	2073	0.39	0.0	W	R1-1	30X30	STOP				County Authority
					0.0	E	W14-1	30X30	DEAD END	Y	Y		Replace w/30X30 W14-2
					0.3	S	OM4-1	18X18	9 BUTTON			Y	
8th Ave	Cul de Sac	83rd Str	758	0.14	0.0	N	OM4-1	18X18	9 BUTTON			Y	
					0.1	S	R1-1	30X30	STOP	Y	Y		
3rd Str/82nd Str	CSAH 23	Plat Line	2141	0.41	0.0	E	R1-1	30X30	STOP				County Authority
					0.2	E	W1-8	18x24	CHEVRON, (3EA)	Y	Ν		Remove 3 each
2nd Str/163rd Ave/77th Str, Twp	Plat Line	CSAH 11	9786	1.85	0.7	W	W1-4L	30X30	REVERSE CURVE LEFT	Y	Y		Replace w/30X30 W1-2L, CURVE LEFT
					0.9	E & W	OM-3R	12X36	Delineators	Y	Y		3 Inplace,Replace w/2 new post, 4 panels
					0.9	E	W1-2R	30X30	CURVE RIGHT			Y	
					1.4	N & S	OM-3R	12X36	Delineators	Y	Y		4 Inplace,Replace w/2 new post, 4 panels
					1.2	W	W1-2L	30X30	CURVE LEFT			Y	
					1.3	E	W1-2R	30X30	CURVE RIGHT			Y	
					1.4	S	W1-2R	30X30	CURVE RIGHT			Y	
					1.5	E & W	OM-3R	12X36	Delineators	Y	Y		4 Inplace,Replace w/2 new post, 4 panels
					1.6	E	W1-2L	30X30	CURVE LEFT			Y	
					1.8	W	R1-1	30X30	STOP				County Authority
th Str/175th Ave, Twp	CSAH 11	87th Str	10493	1.99	0.0	E	R1-1	30X30	STOP				County Authority
					0.1	W		1	WATCH FOR CHILDREN	Y	N		
					0.8	W	W1-2R	30X30	CURVE RIGHT	Y	Y		
					0.9	W	W1-8	18x24	CHEVRON, (4EA)	Y	N		Remove 4 each
					1.4	W			WATCH FOR CHILDREN	Y	N		
					1.8	N & S	OM-3R	12X36	Delineators	Y	Y		4 Inplace,Replace w/2 new post, 4 panels
	+				2.0	N	R1-1	30X30	STOP	Y	Y		

LEGEND

FACING MUTCD LENGTH, (Ft) LENGTH, (Mi) MILEPOINT DIRECTION NO. SIZE

ROAD ID

FROM

то

INSTALL REMOVE REPLACE NEW RETROREFLECTIVITY REMARKS

				FACING	MUTCD				INSTALL	
ROAD ID	FROM	ТО	LENGTH, (Ft) LENGTH, (Mi) MILEPOINT DIRECTION	NO.	SIZE	LEGEND	REMOVE	REPLACE NEW	RET

NATURES CORNER

173rd Ave/79th Str	77th Str	175th Ave	1656	0.31	0.0 S	W1-7	48X24	2 DIRECTION ARROW			Y	
					0.0 S	R1-1	30X30	STOP				
					0.3 W	R1-1	30X30	STOP	Y	Y		
					0.3 W	W1-7	48X24	2 DIRECTION ARROW			Y	
175th Ave, Twp	77th Str	67th Str	4985	0.94	0.5 S	W21-X8	36X30	MINIMUM MAINTENANCE ROAD			Y	
					0.8 N	W21-X8	36X30	MINIMUM MAINTENANCE ROAD	Y	Y		
					0.9 S	R1-1	30X30	STOP				

EAGLES LANDING

172ND Ave/85th Str	Cul de Sac	175th Ave	3154	0.60	0.0 S	OM4-1	18X18	9 BUTTON			Y	
			0.01	0.00	0.0 0	0	10/110					
					0.3 E	W14-2	30X30	NO OUTLET			Y	
					0.5 E	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N		
								SLOW CHILDREN	Y	N		
					0.6 W	R1-1	30X30	STOP	Y	Y		
					0.6 W	W1-7	48X24	2 DIRECTION ARROW	Y	Y		
173rd Ave/82nd Str	85th Str	175th Ave	2321	0.44	0.0 N	R1-1	30X30	STOP	Y	Y		
					0.1 N	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N		
								SLOW CHILDREN	Y	N		
					0.1 S	R1-1	30X30	STOP	Y	N		
					0.4 E	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N		
								SLOW CHILDREN	Y	N		
					0.4 W	R1-1	30X30	STOP	Y	Y		
					0.4 W	W1-7	48X24	2 DIRECTION ARROW	Y	Y		
			40407	4 07		harr -	10)(0.1		1 1		1	
87th Str, Twp	CSAH 11	CR 93	10405	1.97	0.0 E	W1-7	48X24	2 DIRECTION ARROW				County Authority
							0.01/0.0	0700				
					0.0 E	R1-1	30X30	STOP				County Authority
					0.0 5	11/0 4	00//00		X	N		
					0.0 E	W3-1	30X30	STOP AHEAD	Y	N		STOP SIGN visible
					0.6 W	W2-2	30X30	INTERSECTION AHEAD	v			OK
					0.6 VV	VV Z-Z	30730		ľ			
					0.7 E	W2-2	30X30	INTERSECTION AHEAD	v			OK
					0.7 E	VV Z-Z	30/30		T			
					0.8 W	W2-2	30X30	INTERSECTION AHEAD				OK
					0.0 W	VVZ-Z	30730					
					0.9 E & V	/ OM-3R	12X36	Delineators	v	~		4 Inplace,Replace w/2 new post, 4 panels
					0.5 2 0 1		12//30					
					1.0 E	W2-2	30X30	INTERSECTION AHEAD				OK
					1.0 L	V V Z - Z	00700					
					1.3 W	W2-2	30X30	INTERSECTION AHEAD				OK
							20/100					
					1.4 E & V	/ OM-3R	12X36	Delineators	Y	Y		4 Inplace,Replace w/2 new post, 4 panels
		1								· · · · · · · · · · · · · · · · · · ·		
					1.5 E	W2-2	30X30	INTERSECTION AHEAD				OK
		1								+		
					2.0 W	R1-1	30X30	STOP				County Authority
			1									
					2.0 W	W1-7	48X24	2 DIRECTION ARROW				County Authority
		1	1 1									

ROAD ID	FROM	то	LENGTH, (Ft)	LENGTH, (Mi)	FACING MILEPOINT DIRECTION	MUTCD NO.	SIZE	LEGEND	REMOVE F		INSTALL NEW	RETROREFLECTIVITY	REMARKS
182nd Ave, Twp	87th Str	Cul de Sac	1692	0.32	0.0 N	W1-7	48X24	2 DIRECTION ARROW			Y		
					0.0 N	R1-1	30X30	STOP	Y	Y			
					0.0 S	W14-2	30X30	NO OUTLET			Y		
					0.0 0		00/100						
					0.2 S	OM4-1	18X18	9 BUTTON			Y		
7th Str, Twp	CR 53	TH 25	5300	1.00	0.0 W			Bldg Permit Required	Y	Y			
					0.0 E	R1-1	30X30	STOP					County Authority
					0.0 L	111-1	307.30	3101					
					0.8 W	W3-1	30X30	STOP AHEAD	Y	Y			STOP SIGN Obscured
					1.0 W	R1-1	30X30	STOP					Mn/DOT
	TH 25	Riverview Dr	2028	0.38	1.0 W	R1-1	30X30 30X30	STOP					Mn/DOT Mn/DOT
	TH 25	Riverview Dr	2028	0.38	0.0 W	R1-1	30X30	STOP					
	TH 25	Riverview Dr	2028	0.38		·		STOP SPEED LIMIT 25 MPH		N			
	TH 25	Riverview Dr	2028	0.38	0.0 W	R1-1	30X30	STOP	 Y	N N			
Voodcrest Lane					0.0 W 0.0 E	R1-1 R2-1	30X30 24X30	STOP SPEED LIMIT 25 MPH SLOW CHILDREN	Y	1 1			Mn/DOT
Voodcrest Lane	TH 25		2028		0.0 W	R1-1 R2-1 R1-1	30X30	STOP SPEED LIMIT 25 MPH SLOW CHILDREN STOP	Y Y Y	1 1			Mn/DOT
Voodcrest Lane					0.0 W 0.0 E	R1-1 R2-1	30X30 24X30	STOP SPEED LIMIT 25 MPH SLOW CHILDREN STOP SPEED LIMIT 25 MPH	Y Y Y Y	1 1			Mn/DOT
Noodcrest Lane					0.0 W 0.0 E 0.0 N	R1-1 R2-1 R1-1	30X30 24X30 30X30	STOP SPEED LIMIT 25 MPH SLOW CHILDREN STOP	Y Y Y Y Y Y	N			Mn/DOT
ELKWOOD Noodcrest Lane Riverview Dr					0.0 W 0.0 E 0.0 N 0.0 N	R1-1 R2-1 R1-1 R2-1	30X30 24X30 30X30 24X30	STOP SPEED LIMIT 25 MPH SLOW CHILDREN STOP SPEED LIMIT 25 MPH SLOW CHILDREN	Y Y Y Y Y Y	N			Mn/DOT
Voodcrest Lane					0.0 W 0.0 E 0.0 N	R1-1 R2-1 R1-1	30X30 24X30 30X30	STOP SPEED LIMIT 25 MPH SLOW CHILDREN STOP SPEED LIMIT 25 MPH	Y Y Y Y Y Y	N	Y		Mn/DOT
Noodcrest Lane				0.42	0.0 W 0.0 E 0.0 N 0.0 N	R1-1 R2-1 R1-1 R2-1	30X30 24X30 30X30 24X30	STOP SPEED LIMIT 25 MPH SLOW CHILDREN STOP SPEED LIMIT 25 MPH SLOW CHILDREN	Y Y Y Y Y Y Y	N	Y	OK	Mn/DOT
Noodcrest Lane	Woodcrest Lane	Cul de Sac	2203	0.42	0.0 W 0.0 E 0.0 N 0.0 S 0.4 S	R1-1 R2-1 R1-1 R2-1 OM4-1	30X30 24X30 30X30 24X30 24X30 18X18	STOP SPEED LIMIT 25 MPH SLOW CHILDREN STOP SPEED LIMIT 25 MPH SLOW CHILDREN 9 BUTTON	Y Y Y Y Y Y Y Y	N	Y	OK	Mn/DOT

7th Str, Twp	TH 25	Corp Limits	4625	0.88	0.0 E	R1-1	30X30	STOP			Mn/DOT
					0.2 W	W1-2R	30X30	CURVE RIGHT	Y	Y	
					0.3 S	W1-6	48X24	ONE DIRECTION ARROW	Y	N	
					0.10	W/4 O	001/00				
					0.4 S	W1-2L	30X30	CURVE LEFT			ОК
					0.5 N	W1-2L	30X30	CURVE LEFT	Y	Y	
					0.7 E	W1-2R	30X30	CURVE RIGHT	Y	Y	
					0.7.0	D ()	0.03/(0.0				
	Autumn Ridg	ge Road @ 97th Str			0.7 S	R1-1	30X30	STOP	Y	Y	

GARBRIAN WOODS - MAJESTIC KNOLL

6th Str/131st Ave	CSAH 23	91st Str	5769	1.09	0.0 W	R1-1	30X30	STOP			County Authority
					0.0 E	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
								SLOW CHILDREN	Y	N	
					1.0 S	R1-1	30X30	STOP	Y	Y	
					1.0 S	W1-6	48X24	ONE DIRECTION ARROW	Y	N	
1st Str	Cul de Sac	CSAH 23	4153	0.79	0.0 E			SLOW CHILDREN	Y	N	
									_		
					0.6 E	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
								SLOW CHILDREN	Y	N	
					0.7 W	R1-1	30X30	STOP			County Authority

punty Authority
FOP SIGN Obscured
n/DOT

					FACING	MUTCD				INSTALL	
ROAD ID	FROM	ТО	LENGTH, (Ft)	LENGTH, (Mi)	MILEPOINT DIRECTION	NO.	SIZE	LEGEND	REMOVE	REPLACE NEW	RE

GARBRIAN WOODS - MAJESTIC KNOLL Continued

91st str	Cul de Sac	1033	0.20	0.0 N	R1-1	30X30	STOP	Y	Y	
				0.0 S	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
					W14-1	30X30	DEAD END	Y	Y	Replace w/30X30 W14-2
				0.2 S	OM4-1	18X18	9 BUTTON		Y	
Cul de Sac	91st Str	509	0.10	0.0 N	OM4-1	18X18	9 BUTTON		Y	
				0.1 S	R1-2	36X36X36	YIELD		Y	
101 1 1	04.1.01	00.47	0.54	0.0 5	D 4.4	00)/00		~ ~ ~	N N	
131St AVe	9151 51	2847	0.54	0.0 E	R1-1	30730	510P	Y	Y	
				058	D1 1	20720	STOP	v	v	
	91st str	Cul de Sac 91st Str	Cul de Sac 91st Str 509	Cul de Sac 91st Str 509 0.10	Image: Constraint of the sector of	Image: Second	Image: Constraint of the second system of	Image: Constraint of the second system of	Image: Second	Image: Second

Filly Trail, Twp	CSAH 4 CSAH 23	7769	1.47	0.0 N	W1-7	48X24	2 DIRECTION ARROW			County Authority
				0.0 N	R1-1	30X30	STOP			County Authority
				0.2 S	W1-4R	30X30	REVERSE CURVE RIGHT		Y	
				0.7 S & N	OM-3R	12X36	Delineators		Y	Install 2 new post, 4 panels
				0.9 E	W1-4L	30X30	REVERSE CURVE LEFT		Y	
				1.0 W	W1-2L	30X30	CURVE LEFT			ОК
					W13-1P	18X18	Advisory Speed, 15mph	Y	N	Remove Speed Plaque
				1.1 N	W1-2R	30X30	CURVE RIGHT			ОК
					W13-1P	18X18	Advisory Speed, 15mph	Y	N	Remove Speed Plaque
				1.4 S	R1-1	30X30	STOP			County Authority
				1.4 S	W1-7	48X24	2 DIRECTION ARROW			County Authority
57th Ave/92nd Str, Twp	CSAH 4 CSAH 11	6492	1.23	0.0 N	W1-7	48X24	2 DIRECTION ARROW			County Authority
				0.0 N	R1-1	30X30	STOP			County Authority
				0.1 N	W3-1	30X30	STOP AHEAD	Y	N	STOP Sign Visible
				0.4 S	W1-1R	30X30	RIGHT TURN	Y	Y	
				0.6 E	W1-2L	30X30	CURVE LEFT	Y	Y	Relocate & Replace w/W1-1L
				0.7 E & W	OM-3R	12X36	Delineators	Y	Y	4 Inplace,Replace w/2 new post, 4 panels
				1.1 W	R1-1	30X30	STOP			County Authority

ENCHANTED THICKET

168TH Ave	CSAH 4	Cul de Sac	1330	0.25	0.0 N	R1-1	30X30	STOP					County Authority
					0.2 S	OM4-1	18X18	9 BUTTON			Y		
96th Str	168th Ave	173rd Ave	2185	0.41	0.0 E	R1-1	30X30	STOP	Y	Y			
					0.4 W	R1-1	30X30	STOP				OK	
172nd Ave	96th Str	Cul de Sac	670	0.13	0.0 N	R1-1	30X30	STOP				ОК	
					0.1.5	OM4-1	18X18	9 BUTTON			Y		

ROAD ID	FROM	то	LENGTH, (Ft)	LENGTH, (Mi)	FACING MILEPOINT DIRECTION	MUTCD NO.	SIZE	LEGEND	REMOVE	INSTALL REPLACE NEW	RETROREFLECTIVITY REMARKS
173rd Ave, Twp	CSAH 4	87th Str	5286	1.00	0.0 N	R1-1	30X30	STOP			County Authority
					0.1 N	W3-1	30X30	STOP AHEAD	Y	Y	STOP SIGN Obscured
					0.2 W	R1-1	30X30	STOP	Y	Y	STOP for 94th Str, Private
					0.8 S	W3-1	30X30	STOP AHEAD	Y	N	STOP Sign Visible
					1.0 S	R1-1	30X30	STOP	Y	Y	
					1.0 S	W1-7	48X24	2 DIRECTION ARROW	Y	Y	
180th Ave, Twp	CSAH 4	87th Str	5281	1.00	0.0 N	W1-7	48X24	2 DIRECTION ARROW			County Authority
					0.0 N	R1-1	30X30	STOP			County Authority
					0.8 S	W3-1	30X30	STOP AHEAD	Y	Y	STOP SIGN Obscured
					1.0 S	R1-1	30X30	STOP	Y	Y	
					1.0 S	W1-7	48X24	2 DIRECTION ARROW	Y	Y	

WOODBERRY FARMS

184th Ave	96th Str	Cul de Sac	422	0.08	0.0 N	R1-1	30X30	STOP			OK
183rd Ave	96th Str	Cul de Sac	468	0.09	0.0 N	R1-1	30X30	STOP			OK
96th Str	180th Ave	CR 93	2849	0.54	0.0 E	W1-7	48X24	2 DIRECTION ARROW	Y	Y	
					0.0 E	R1-1	30X30	STOP			OK
					0.0 E	NI-1	30/30	310F			
					0.0 W	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
					0.5 E	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
					0.5 W	R1-1	30X30	STOP			OK

HIDDEN PINES

93rd Str	180th	CR 93	2795	0.53	0.0 E	W1-7	48X24	2 DIRECTION ARROW			Y	
					0.0 E	R1-1	30X30	STOP			OK	
					0.0 W	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N		
					0.5 E	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N		
					0.5 W	R1-1	30X30	STOP				County Authority

				FACING	MUTCD				INSTALL	
ROAD ID	FROM	ТО	LENGTH, (Ft) LE	MILEPOINT DIRECTION	NO.	SIZE	LEGEND	REMOVE	REPLACE NEW	RE

BIG OAK ESTATES

95th Str	CR 93	Cul de Sac	7008	1.33	0.0 E	R1-1	30X30	STOP				
					0.0 W	W14-1	30X30	DEAD END	Y	N		
					0.014/		0.03/0.0		v			
					0.2 W		30X30	WATCH FOR CHILDREN	Y	N		
					0.3 W	W14-2	30X30	NO OUTLET			Y	
					0.7 W	OM4-1	18X18	9 BUTTON			Y	
191st Ave/193rd Ave	95th Str W		2202	0.43	0.0 N							
191st Ave/1931d Ave	950 50 70	95th Str E	2292	0.43	0.0 N	R1-1	30X30	STOP				
					0.0 S	W14-2	30X30	NO OUTLET			Y	
					0.4 N	R1-1	30X30	STOP				
192nd Ct	CSAH 4	Cul de Sac	317	0.06	0.0 N	R1-1	30X30	STOP				
					0.0 S	OM4-1	18X18	9 BUTTON			Y	
194th Ct	CSAH 4	Cul de Sac	752	0.14	0.0 N	R1-1	30X30	STOP				
					0.1 S	OM4-1	18X18	9 BUTTON			Y	
CSAH 4 @TOWN LINE					0.0 E			BUILDING PERMITS REQUIRED			Y	
			1								·	
190th Ave, Twp	95th Str	Dead End	1660	0.31	0.0 N	R1-1	30X30	STOP				
			1 1		0.0 S	W21-X8	36X30	MINIMUM MAINTENANCE ROAD			Y	
					0.2 S	OM4-1	18X18	9 BUTTON			Y	

DEER FOREST

189th Ave	95th Str	Cul de Sac	1691	0.32	0.0 N	R1-1	30X30	STOP	OK	
					0.2 S	OM4-1	18X18	9 BUTTON	Y	
93rd Str	CR 93	189th Ave	1874	0.35	0.0 E	R1-1	30X30	STOP	OK	Reset
					0.3 W	R1-1	30X30	STOP	OK	

SAND HILL

91st Str	Cul de Sac	CR 93	1370	0.26	0.0 E	OM4-1	18X18	9 BUTTON			OK
					0.2 E	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
					0.2 W	R1-1	30X30	STOP			County Authority
	·	•		•	•	•	•	•		•	
103rd Str, Twp	Corp Limits	CSAH 23	2032	0.38	0.0 E	OM4-1	18X18	9 BUTTON			OK
					0.0 W	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
					0.3 E	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	

	County Authority
OK	
OK	
	County Authority
	County Authority
OK	

ROAD ID	FROM	то	LENGTH, (Ft)	LENGTH, (Mi)	FACING MILEPOINT DIRECTION	MUTCD NO.	SIZE	LEGEND	REMOVE	REPLACE	INSTALL NEW RETROREFLECTIVIT	Y REMARKS
107th Str, Twp	CSAH 23	End	2037	0.39	0.0 E	R1-1	30X30	STOP				County Authority
					0.0 W	W14-1	30X30	DEAD END	Y	N		
					0.0144		0.01/0.0					
					0.2 W	W14-2	30X30	NO OUTLET			Y	
					0.3 W	OM4-1	18X18	9 BUTTON	Y	Y		

PEBBLE CREEK PINES

143rd Ave	Cul de Sac	107th Str	1085	0.21	0.0	١	OM4-1	18X18	9 BUTTON	Y	
					0.2 \$	5	R1-1	30X30	STOP	OK	

PEBBLE CREEK NORTH

Greenview Rd	107th Str	CSAH 23	2309	0.44	0.0	Ν	R1-1	30X30	STOP				
					0.0	S			WATCH FOR CHILDREN	Y	N	1	
					0.0	S	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	1	
					0.4	W	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	1	
					0.4	W			WATCH FOR CHILDREN	Y	N	1	
					0.3	E	R1-1	30X30	STOP				
Ironwood Circle	Greenview Rd	Cul de Sac	417	0.08	0.0	Ν	R1-1	30X30	STOP				
					0.1	S	OM4-1	18X18	9 BUTTON			Y	

HYTTSTEN CREEK

98th Str	Cul de Sac	145th Ave	1076	0.20	0.0 E	OM4-1	18X18	9 BUTTON	Y	
					0.2 E	W14-2	30X30	NO OUTLET	Y	
					0.014/		0.01/0.0	0700		
					0.2 W	R1-1	30X30	STOP	Y	
					0.2 W	W1-7	48X24	2 DIRECTION ARROW	Y	
100th Str	Cul de Sac	145th Ave	907	0.17	0.0 E	OM4-1	18X18	9 BUTTON	Y	
				0.11	010 2				· · ·	
					0.2 E	W14-2	30X30	NO OUTLET	Y	
					0.2 W	R1-1	30X30	STOP	Y	
					0.2 W	W1-7	48X24	2 DIRECTION ARROW	Y	

02nd Str/145th Ave, Twp	CR 67	CSAH 4	5186	0.98	0.0 W	R1-1	30X30	STOP				County Authority
					0.3 E	W1-2R	30X30	CURVE RIGHT	Y	Y		
					0.6 N	W1-2L	30X30	CURVE LEFT			OK	
					0.7 N & S	OM-3R	12X36	Delineators	Y	Y		4 Inplace,Replace w/2 new post, 4 panels
					0.9 S	R1-1	30X30	STOP				County Authority
					0.9 S	W1-7	48X24	2 DIRECTION ARROW				County Authority

OK	
	County Authority
OK	

					FACING	MUTCD				INSTALL	
ROAD ID	FROM	то	LENGTH, (Ft)	LENGTH, (Mi)	MILEPOINT DIRECTION	NO.	SIZE	LEGEND	REMOVE	REPLACE NEW	RE
HIDDEN HAVEN											
101st Str/ 100th Str	CR 67 S	CR 67 N	3958	0.75	0.0 F	W/1-7	48X24	2 DIRECTION ARROW			

101st Str/ 100th Str	CR 67 S	CR 67 N	3958	0.75	0.0 E	W1-7	48X24	2 DIRECTION ARROW			T
					0.0 E	R1-1	30X30	STOP			-
					0.0 W	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
					0.7 W	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
					0.7 E	R1-1	30X30	STOP			+
					0.7 E	W1-7	48X24	2 DIRECTION ARROW			1
103rd Str	157th Ave	Cul de Sac	488	0.09	0.1 W	OM4-1	18X18	9 BUTTON		Y	;
157th Ave	Cul de Sac	101st Str	1147	0.22	0.0 N	OM4-1	18X18	9 BUTTON		Y	,
					0.2 N	W14-2	30X30	NO OUTLET		Y	
					0.2 S	R1-1	30X30	STOP			
107th Str, Twp	CR 67	End	2037	0.39	0.0 E	R1-1	30X30	STOP			\square
					0.0 W	W14-2	30X30	NO OUTLET		Y	,
					0.4 W	OM4-1	18X18	9 BUTTON		Y	,
163rd Ave, Twp	CSAH 24	End	2654	0.50	0.0 S	W21-X8	36X30	MINIMUM MAINTENANCE ROAD	Y	Y	
102nd Str, Twp	CSAH 11	CR 51	3925	0.74	0.0 E	W1-7	48X24	2 DIRECTION ARROW			-
					0.0 E	R1-1	30X30	STOP			
					0.7 W	R1-1	30X30	STOP			
					0.7 W	W1-7	48X24	2 DIRECTION ARROW			

HIDDEN TREASURES

166th Ct.	Cul de Sac	CSAH 4	1433	0.27	0.0 N	OM4-1	18X18	9 BUTTON		Y	
					0.2 S	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
						W14-1	30X30	DEAD END	Y	Y	Replace w/30X30 W14-2
								SLOW CHILDREN	Y	N	
					0.2 S	R1-1	30X30	STOP			County Authority
166th Cir	102nd Str	Cul de Sac	518	0.10	0.0 N	R1-1	30X30	STOP			ОК
					0.1 S	OM4-1	18X18	9 BUTTON		Y	
101st Str	166th Cir	End	418	0.08	0.1 W	OM4-1	18X18	9 BUTTON		Y	

TURNQUIST FARMS

10th Str	CSAH 11	CR 51	4465	0.85	0.0 E	W1-7	48X24	2 DIRECTION ARROW			County Authority
					0.0 E	R1-1	30X30	STOP			County Authority
					0.0 W	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
					0.8 E	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
					0.8 W	R1-1	30X30	STOP			County Authority
					0.8 W	W1-7	48X24	2 DIRECTION ARROW			County Authority

	County Authority
	County Authority
	County Authority
	County Authority
OK	
	County Authority
	County Authority

					FACING	MUTCD				INSTALL	
ROAD ID	FROM	ТО	LENGTH, (Ft) L	ENGTH, (Mi)	MILEPOINT DIRECTION	NO.	SIZE	LEGEND	REMOVE	REPLACE NEW	RET

TURNQUIST FARMS Continued

111th Str	Cul de Sac	110th Str	832	0.16	0.0	E	OM4-1	18X18	9 BUTTON			
					0.1	E	W14-1	30X30	DEAD END	Y	Y	
					0.1	W	R1-1	30X30	STOP			
171st Ave	Cul de Sac	110th Str	748	0.14	0.0	N	OM4-1	18X18	9 BUTTON			Y
					0.1	S	R1-1	30X30	STOP			Y
								•				
112th Str, Twp	CR 51	End	3278	0.62	0.0	E	W1-7	48X24	2 DIRECTION ARROW			
					0.0	E	R1-1	30X30	STOP			
					0.0	W	W14-1	30X30	DEAD END	Y	Y	
					0.2	E	W1-2L	30X30	CURVE LEFT	Y	Y	
					0.4	E & W	OM-3R	12X36	Delineators	Y	Y	
					0.4	F	W1-4R	30X30	REVERSE CURVE RIGHT			Y
					0	-						
					0.6	W	OM4-1	18X18	9 BUTTON	Y	Y	
117th Str, Twp	CR 51	End	1285	0.24	0.0	W	W14-1	30X30	DEAD END	Y	Y	
·												
					0.2	W	OM4-1	18X18	9 BUTTON			Y
HIGHLAND POND												
			0400	0.44		0	W/4 4 D	000/00		N/		
130TH Ave/108th Str/134th Ave	Corp Limits	Cul de Sac	2168	0.41	0.0	5	W1-1R	30X30	TURN RIGHT	Y	N	
					0.0	N	W1-4R	30X30	REVERSE CURVE RIGHT	Y	N	
						_						
					0.1	E	W1-1L	30X30	TURN LEFT	Y	N	
					0.2	W	W1-1R	30X30	TURN RIGHT	Y	N	
					0.2	E		30X30	LIMITED SIGHT DISTANCE NEXT 0.6 MILES	Y	N	
					0.3	N	OM4-1	18X18	9 BUTTON			Y
			III				0	10/110	· · ·			
CSAH 8 @115th Ave					0.0	W			BUILDING PERMITS REQUIRED			Y
120th Str, Twp	Cul de Sac	CSAH 24	770	0.15	0.0	F	OM4-1	18X18	9 BUTTON			
		00,4121		0.10				10/110				
					0.1	E	W14-1	30X30	DEAD END	Y	Y	
					0.1	۱۸/	R1-1	30X30	STOP			
					0.1	vv	K1-1	30/30				
								1				

0.0 W

0.1 E

0.1 N

0.2 S

W1-1R 30X30

30X30

30X30

30X30

W1-1R

W1-1L

R1-1

TURN RIGHT

TURN RIGHT

TURN LEFT

STOP

Υ

Υ

Υ

Ν

Ν

Ν

122nd Str/150th Ave, Twp

Corp Limits

CSAH 24

1284

0.24

OK	
	Replace w/30X30 W14-2
OK	
	County Authority
	County Authority
	Replace w/30X30 W14-2
	Replace w/30X30 W1-4L REVERSE CURVE LEFT
	4 Inplace,Replace w/2 new post, 4 panels
	Replace w/30X30 W14-2

OK	
	Replace w/30X30 W14-2
	County Authority
	County Authority

ROAD ID	FROM	то	LENGTH, (Ft)	LENGTH, (Mi)	FACING MILEPOINT DIRECTION	MUTCD NO.	SIZE	LEGEND	REMOVE	INSTALL REPLACE NEW	RETROREFLECTIVITY REMARKS
153rd Ave/127th Str, Twp	Corp Limits	CSAH 11	7737	1.47	0.0 N	W1-1L	30X30	TURN LEFT	Y	Y	
						W13-1P	18X18	ADVISORY SPEED 15 MPH	Y	N	Remove Speed Plaque
									_		
					0.0 S	R2-1	24X30	SPEED LIMIT 30 MPH			City Authority
					0.2 E	W1-6	48X24	ONE DIRECTION ARROW	v	v	
					0.2 L	VV 1-0	70//24				
					0.2 N	W1-6	48X24	ONE DIRECTION ARROW	Y	Y	
					0.3 E	W1-1R	30X30	TURN RIGHT	Y	Y	
						W13-1P	18X18	ADVISORY SPEED 15 MPH	Y	N	Remove Speed Plaque
					0.7 E	W8-3	30X30	PAVEMENT ENDS	Y	Y	
					0.7 E	W8-8	30X30	ROUGH ROAD			ОК
						W13-1P		ADVISORY SPEED 15 MPH			OK
					0.8 E	W8-3	30X30	PAVEMENT ENDS	Y	Y	
						W16-2P	24X18	500 FEET	Y	Y	
					1.2 W	W3-1	30X30	STOP AHEAD			OK STOP SIGN Obscured
					1.4 W	R1-1	30X30	STOP			County Authority
122nd Str , Twp	End	CSAH 11	1320	0.25	0.0 E	OM4-1	18X18	9 BUTTON	Y	Y	
					0.2 W	W21-X8	36X30	MINIMUM MAINTENANCE ROAD	Y	Y	
					0.2 E	W14-1	30X30	DEAD END	Y	Y	Replace w/30X30 W14-2
					0.2 W	R1-1	30X30	STOP			County Authority

ELK RIVER GARDENS

Garden Grove Road	CR 73	Town Line	4145	0.79	0.0 S	R1-1	30X30	STOP			County Authority
					0.0 N 8 C	W/4_0	10×24		V	N	
					0.0 N & S	W1-8	18x24	CHEVRON, (2EA)	Y		
					0.0 N & S	W1-8	18x24	CHEVRON, (2EA)	Y	N	
					0.0 S	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
					0.0 0		247.00	WATCH FOR CHILDREN	Y	N	
					0.0 E & W	W1-8	18x24	CHEVRON, (2EA)	Y	N	
					0.4 W	R1-1	30X30	STOP			ОК
					0.4 E	R1-1	30X30	STOP			OK
					0.4 W	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
					0.4 E	W8-3	30X30	PAVEMENT ENDS	Y	Y	
						R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
					0.7 W	R2-1	24X30	SPEED LIMIT 30 MPH	?		Big Lake Township?
					0.8 E			BUILDING PERMITS REQUIRED		Y	
enney Court	Cul de Sac	Garden Grove Rd	321	0.06	0.0 S	OM4-1	18X18	9 BUTTON		Y	
eorgia Circle	Garden Grove R	d Cul de "Sac	383	0.07	0.1 N	OM4-1	18X18	9 BUTTON		Y	

				FACING	MUTCD				INSTALL	
ROAD ID	FROM	ТО	LENGTH, (Ft) LENGTH, (Mi)	MILEPOINT DIRECTION	NO.	SIZE	LEGEND	REMOVE	REPLACE NEW	RET

ELK RIVER GARDENS Continued

Peggy Place	Garden Grove Rd	CR 73	910	0.17	0.0	S	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
									WATCH FOR CHILDREN	Y	N	
					0.0		W1-8	18x24	CHEVRON, (2EA)	Y	N	
							W13-1P	18X18	ADVISORY SPEED 15 MPH	Y	N	
					0.0	S	W1-8	18x24	CHEVRON, (2EA)	Y	N	
									SLOW CHILDREN	Y	N	
					0.1	S	R1-1	30X30	STOP			

ASPEN RIDGE

73rd Ave/123rd Str	CR 73	SCENIC HILLS	2459	0.47	0.0 N	R1-1	30X30	STOP			County Authority
					0.0 S	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
24th Str	Cul de Sac	Cul de Sac	2178	0.41	0.0 N	OM4-1	18X18	9 BUTTON			ОК
					0.2 E	W14-1	30X30	DEAD END	Y	Y	Replace w/30X30 W14-2
					0.2 W	R1-1	30X30	STOP			ОК
					0.2 E	R1-1	30X30	STOP			ОК
					0.2 W	W14-1	30X30	DEAD END	Y	N	
					0.4 W	OM4-1	18X18	9 BUTTON		Y	

SCENIC HILLS

123rd Str/177th Ave	ASPEN RIDGE	CR 73	4170	0.79	0.6 S	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
					0.6 N	R1-1	30X30	STOP			County Authority
26th Str	177th Ave	Cul de Sac	1396	0.26	0.0 E	R1-1	30X30	STOP			ОК
					0.0144				X		
					0.0 W	W14-1	30X30	DEAD END	Y	Y	Replace w/30X30 W14-2
					0.2 W	OM4-1	18X18	9 BUTTON		Y	
23rd Str	177th Ave	Cul de Sac	654	0.12	0.0 E	R1-1	30X30	STOP			ОК
					0.0 W	W14-1	30X30	DEAD END	Y	Y	Replace w/30X30 W14-2
					0.1 W	OM4-1	18X18	9 BUTTON			ОК
124th Str	Cul de Sac	177th Ave	1330	0.25	0.0 N	OM4-1	18X18	9 BUTTON			ОК
					0.2 E	W14-1	30X30	DEAD END	Y	Y	Replace w/30X30 W14-2
					0.2 W	R1-1	30X30	STOP			ОК
76th Ave	123rd Str	Cul de Sac	2263	0.43	0.0 N	R1-1	30X30	STOP			ОК
					0.0 S	W14-1	30X30	DEAD END	Y	Y	Replace w/30X30 W14-2
					0.4 S	OM4-1	18X18	9 BUTTON	Y	Y	Damaged

County Authority

ROAD ID	FROM	то	LENGTH, (Ft)	LENGTH, (Mi)	MILEPOINT	FACING DIRECTION	MUTCD NO.	SIZE	LEGEND	REMOVE	REPLACE	INSTALL NEW	RET
185th Ave, Twp	CR 73	CSAH 4	17479	3.31	0.0	E	R1-1	30X30	STOP				
								00)/00		X			
					0.0	VV	W1-5L	30X30	WINDING ROAD LEFT	Y	Y		
					0.1	N	W1-2R	30X30	CURVE RIGHT	Y	Y		
					0.1	N	W3-1	30X30	STOP AHEAD			Y	/
					0.1		VV-1	30730				1	
					0.2	N & S	OM-3R	12X36	Delineators	Y	Y		
					0.3	W	W2-2R	30X30	INTERSECTION	Y	Y		
					0.5	N	W1-5R	30X30	WINDING ROAD RIGHT	Y	Y		
					0.5	E	R1-1	30X30	STOP			Y	1
						-	14/4 7	40)/04					,
					0.5	E	W1-7	48X24	2 DIRECTION ARROW			Y	ſ
					0.6	N	W2-2L	30X30	INTERSECTION	Y	Y		
					0.7	N	S3-2	36X36	SCHOOL BUS STOP AHEAD				
					0.7	IN	W16-2P	24X18	750 FEET				
					4.0	0				X	V		
					1.8	S	W1-1L	30X30	TURN LEFT	Y	Y		
					1.8	S & N	W1-8	18x24	CHEVRON, (2EA)	Y	Y		
					1.8	S & W	W1-8	18x24	CHEVRON, (2EA)	Y	Y		
							WIG	TUNET					
					1.8	S	W1-6	48X24	ONE DIRECTION ARROW	Y	N		
					1.8	E & W	W1-8	18x24	CHEVRON, (2EA)	Y	Y		
					2.0	W	W1-1R	30X30	TURN RIGHT				
					2.0	E	W1-2R	30X30	CURVE RIGHT			Y	/
					0.4	N		20/20		X	V		
					2.4	N	W!-3L	30X30	REVERSE TURN LEFT	Y	Y		
					2.7	S		30X30	HIDDEN ENTRANCE				
					2.7	9	W3-1	36X36	STOP AHEAD				
							VV 3-1	30730					
					3.1	S	R1-1	30X30	STOP				
					3.1	S	R1-1	30X30	STOP				
109th Str, Twp	185th Ave	Town Line	3987	0.76	0.0	E	R1-1	30X30	STOP				
					0.1	E	W3-1	30X30	STOP AHEAD				
								-					
					0.7	E			BUILDING PERMIT REQUIRED	Y	Y		

EAGLE LAKE ESTATES

193rd Ave/118th Str	Cul de Sac	Town Line	2049	0.39	0.0	N	OM4-1	18X18	9 BUTTON		

MAJESTIC PONDS

113rd Str	185th Ave	114th Str	1746	0.33	0.0 E	F	۲1-1	30X30	STOP			OK	Reset
					0.0 W	F	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N		
					0.2 W	F	1-1	30X30	STOP	Y	Y		

RETROREFLECTIVITY REMARKS

	County Authority
	Use 4 Post Installation
OK	
OK	
OK	
	Replace with W1-2L, CURVE LEFT
OK	
UK	
OK	
	County Authority
	County Authority
OK	
011	
OK	

OK

				FACING	MUTCD				INSTALL	
ROAD ID	FROM	ТО	LENGTH, (Ft) LENGTH, (Mi)	MILEPOINT DIRECTION	NO.	SIZE	LEGEND	REMOVE	REPLACE NEW	RE

MAJESTIC PONDS Continued

114th Str	185th Ave	Cul de Sac	3279	0.62	0.0		R1-1	30X30	STOP	Y	Y		
					0.0	W	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N		
					0.6	W	OM4-1	18X18	9 BUTTON			Y	

HILLSIDE HIDEAWAY

119th Str	185th Ave	Cul de Sac	1351	0.26	0.0 E	R1-1	30X30	STOP	Y	Y	
					0.0 E	W1-7	48X24	2 DIRECTION ARROW		Ň	Y
					0.0 W	W14-1	30X30	DEAD END	Y	Y	Replace w/30X30 W14-2
						R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
								WATCH FOR CHILDREN	Y	N	
					0.2 W	OM4-1	18X18	9 BUTTON			OK

SNAKE RIVER ESTATES

21st Str/180th Ave/118th Str	Cul de Sac	185th Ave	6791	1.29	0.0 W	OM4-1	18X18	9 BUTTON			OK
					0.1 W	W14-1	30X30	DEAD END	Y	Y	Replace w/30X30 W14-2
					0.1 W	R1-1	30X30	STOP			OK
					0.1 N	R1-1	30X30	STOP			OK
					1.2 E	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
					1.2 W	R1-1	30X30	STOP			ОК
81st Ave	118th Str	Cul de Sac	341	0.06	0.0 N	R1-1	30X30	STOP	Y	N	
					0.0 S	OM4-1	18X18	9 BUTTON			ОК
80th Ave/120th Str	Cul de Sac	185th Ave	5253	0.99	0.0 N	OM4-1	18X18	9 BUTTON			OK
					0.2 N	W14-1	30X30	DEAD END		Y	Replace w/30X30 W14-2
									T	T	
					0.9 E	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
					0.9 W	R1-1	30X30	STOP			OK
37th Str/170th Ave, Twp	145th Ave	End	15018	2.84	0.0 E	R1-1	30X30	STOP			Reset
					0.1 E	W3-1	30X30	STOP AHEAD	Y	N	Stop Sign Visible
					1.1 W		36X36	LOOK FOR TRAINS►	Y	Y	Replace with W10-X3, 36X36
						D 4.4					
					1.1 W	R1-1	36X36	STOP			Mn/DOT Authority
					1.2 E	R1-1	36X36	STOP			Mn/DOT Authority
					1.3 E	W3-1	30X30	STOP AHEAD	Y	N	Stop Sign Visible
					2.3 W	R1-1	30X30	STOP			County Authority
					2.3 E	R1-1	30X30	STOP			County Authority
					2.4 W	W14-1	30X30	DEAD END	Y	Y	Replace w/30X30 W14-2
					2.5 W	W1-1L	30X30	TURN LEFT	Y	Y	
					0.01		30X30	TURN RIGHT		Y	
					2.6 N	W1-1R	30/30	TURNINGITI			

				FACING	MUTCD				INSTALL	
ROAD ID	FROM	ТО	LENGTH, (Ft) LENGTH, (Mi)	MILEPOINT DIRECTION	NO.	SIZE	LEGEND	REMOVE	REPLACE NEW	RET

142nd Str, Twp	CSAH 11	Town Line	5271	1.00	0.0 E	W1-7	48X24	2 DIRECTION ARROW			County Authority
					0.0 E	R1-1		STOP			County Authority
					1.0 E			BUILDING PERMITS REQUIRED	Y	Y	

BUCK LAKE ESTATES

Buck Lake Blvd	142nd Str	Cul de Sac	3489	0.66	0.0 N	W1-7	48X24	2 DIRECTION ARROW			Y	
					0.0 N	R1-1	30X30	STOP	Y	Y		
					0.0 S	W14-1	30X30	DEAD END	Y	Y		Replace w/30X30 W14-2
					0.0 S	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N		
					0.0 S	W1-5R	30X30	WINDING ROAD RIGHT	Y	N		
								WATCH FOR CHILDREN	Y	N		
					0.6 S	OM4-1	18X18	9 BUTTON			Y	

HEGGE INDUSTRIAL PARK

162nd Ave	149th Str	End	728	0.14	0.0	N	R1-1	30X30	STOP	Y	Y		
149th Ave	End	CSAH 11	2728	0.52	0.0	E	OM4-1	18X18	9 BUTTON			Y	
					0.4	E	W14-1	30X30	DEAD END	Y	Y		Replace w/30X30 W14-2
					0.4	W	R1-1	30X30	STOP				County Authority

CRESTVIEW

163rd Str	Cul de Sac CR 50	404 0.08	0.0 E	OM4-1	18X18	9 BUTTON			Y	
			0.0 E	W14-1	30X30	DEAD END	Y	N		
			0.0 W	R1-1	30X30	STOP				County Authority
			0.0 W	K1-1	30/30	STOF				County Additionally
65th Str	Cul de Sac CR 50	397 0.08	0.0 E	OM4-1	18X18	9 BUTTON			Y	
			0.0 E	W14-1	30X30	DEAD END	Y	N		
			0.0 W	R1-1	30X30	STOP				County Authority

CEDAR CREST ACRES

166th Str	Cul de Sac	CR 50	2746	0.52	0.0	E	OM4-1	18X18	9 BUTTON			
					0.2	E	W14-1	30X30	DEAD END	Y	N	
					0.2	F	W1-7	48X24	2 DIRECTION ARROW	v	N	
					0.2	L	VV 1-7	40/124			IN IN	
					0.2	E	R1-1	30X30	STOP			
					0.4	E	W14-1	30X30	DEAD END	Y	Y	
							R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
					0.5	W	R1-1	30X30	STOP			
173rd Ave/172nd Ave	166th Str	Cul de Sac	2357	0.45	0.4	S	OM4-1	18X18	9 BUTTON	Y	Y	

OK	
OK	Reset
	Replace w/30X30 W14-2
	County Authority

				FACING	MUTCD				INSTALL	
ROAD ID	FROM	ТО	LENGTH, (Ft) LENGTH, (Mi)	MILEPOINT DIRECTION	NO.	SIZE	LEGEND	REMOVE	REPLACE NEW	RET

CEDAR CREST ACRES Continued

163rd Str	173rd Ave	Cul de Sac	448	0.08	0.0	E	R1-1	30X30	STOP			
					0.0	W	OM4-1	18X18	9 BUTTON	Y	Y	
164th Str	End	171st Ave	610	0.12	0.0	E	OM4-1	18X18	9 BUTTON			
					0.1	W	R1-1	30X30	STOP			
171st Ave/165th Str	Cul de Sac	173rd Ave	1866	0.35	0.0	S	OM4-1	18X18	9 BUTTON			
					0.2	E	W14-1	30X30	DEAD END	Y	N	
					0.2	W	R1-1	30X30	STOP			

OAK CREST ESTATES

168th Str	Cul de Sac West	Cul de Sac East	1998	0.38	0.0 E	OM4-1	18X18	9 BUTTON				
					0.2 W	OM4-1	18X18	9 BUTTON				
172nd Ave	Cul de See	1 COth Ctr	1432	0.07	0.0 N	OM4-1	40¥40	9 BUTTON				
T72hd Ave	Cul de Sac	168th Str	1432	0.27	0.0 N	01/14-1	18X18	9 801101				
					0.1 N	W14-1	30X30	DEAD END	Y	Y		
					0.1 S	R1-1	30X30	STOP	Y	Y	r	
					0.1 N	R1-1	30X30	STOP	Y	Y		
					0.1 S	W14-1	30X30	DEAD END	Y	Y		
					0.1 S	R1-1	30X30	STOP				
					0.1 0	111-1	507.50	5151				
					0.2 S	W1-7	48X24	2 DIRECTION ARROW	Y	N		
170th Str	CSAH 11	CR 50	3134	0.59	0.0 E	R1-1	30X30	STOP				
					0.2 W	W1-5R	30X30	WINDING ROAD RIGHT	Y	N		
					0.5 E		20,700			N		
					0.5 E	W1-5L	30X30	WINDING ROAD LEFT	ř	N		
					0.5 W	R1-1	30X30	STOP				
					0.0 11		00/100					
174th Ave	Cul de Sac	170th Str	686	0.13	0.0 N	OM4-1	18X18	9 BUTTON			Y	'
					0.1 N	W14-1	30X30	DEAD END	Y	Y	•	
							0.01/0.0			V		
					0.1 S	R1-1	30X30	STOP	Y	Y		

DEER RIDGE

172nd Ave	173rd Str	Cul de Sac	1584	0.30	0.0 N	R1-1	30X30	STOP		OK	
					0.2 S	OM4-1	18X18	9 BUTTON		Y	

HOGLUND HILLS

173rd Str	CSAH 11	CR 50	1338	0.25	0.0 E	R1-1	30X30	STOP		County Authority
					0.2 W	R1-1	30X30	STOP		County Authority

OK	Reset
OK	
OK	
OK	
OK	

OK	
OK	
OK	
	Replace w/30X30 W14-2
	Replace w/30X30 W14-2
OK	
	County Authority
	County Authority
	Replace w/30X30 W14-2

					FACING	MUTCD				INSTALL	
ROAD ID	FROM	то	LENGTH, (Ft) L	ENGTH, (Mi)	MILEPOINT DIRECTION	NO.	SIZE	LEGEND	REMOVE	REPLACE NEW	RET

CEDAR OAK ESTATES

169th Ave	Csah 11	Cul de Sac	1553	0.29	0.0 N	R1-1	30X30	STOP			County Authority
					0.0 S	W14-1	30X30	DEAD END	Y	Y	Replace w/30X30 W14-2
					0.0 S			WATCH FOR CHILDREN	Y	N	
						R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
					0.0 S	W1-5L	30X30	WINDING ROAD LEFT	Y	N	
					0.1 N	W3-1	36X36	STOP AHEAD	Y	Y	Stop Sign Obscured
					0.2 S	OM4-1	18X18	9 BUTTON	Y	Y	

BRIDGE VIEW

River View Lane/River View Circle	CSAH 11	Cul de Sac	5939	1.12	0.0 N	R1-1	30X30	STOP			County Authority
							0.43/0.0				
					0.0 S	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
					0.4 S	R2-1	24X30	SPEED LIMIT 25 MPH	v	N	
					0.4 5	KZ-1	24/30	WATCH FOR CHILDREN	T Y	N	
								WATCHT CRONEDREN	· · ·		
					0.9 N	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
								WATCH FOR CHILDREN	Y	N	
					0.9 S	R1-1	30X30	STOP	Y	Y	
					0.0 N	D4.4	00/00			V	
					0.9 N	R1-1	30X30	STOP	Y	Y	
					0.9 S	R2-1	24X30	SPEED LIMIT 25 MPH		N	
					0.3 5	1\2-1	247.50	WATCH FOR CHILDREN	Ý	N	
					0.9 S	W14-2	30X30	NO OUTLET		Y	
					1.1 S	OM4-1	18X18	9 BUTTON		Y	
70th Str	Cul de Sac	CSAH 11	1687	0.32	0.0 E	OM4-1	18X18	9 BUTTON		Y	
					0.1 E	W14-2	30X30	NO OUTLET		Y	
					0.1 E	VV 14-2	30/30			T	
					0.2 E	R2-1	24X30	SPEED LIMIT 25 MPH	Y	N	
					0.2 2		2 // 00				
					0.2 W	R1-1	30X30	STOP			County Authority
72nd Str	Cul de Sac	River View Lane	1406	0.27	0.0 E	OM4-1	18X18	9 BUTTON		Y	
					0.2 E	W14-2	30X30	NO OUTLET		Y	
					0.2 W	R1-1	30X30	STOP	v	V	
					0.2 VV	NI-1	30/30		1	I	
75th Str	River View	Cul de Sac	608	0.12	0.0 E	R1-1	30X30	STOP	Y	Y	
					0.1 W	OM4-1	18X18	9 BUTTON		Y	
	-										
CSAH 11 @ CR 50					0.0 E			BUILDING PERMITS REQUIRED		Y	

CONTRACT FOR SERVICES

TOWN OF BECKER

This agreement is made and entered into between the **Town of Becker**, PO Box 248, Becker, Minnesota 55308, Sherburne County, Minnesota, a public corporation, hereinafter referred to as "Town",

And

J and L Services, LLC., 1954 145th Avenue, Clear Lake, MN 55319, hereinafter referred to as "Service Provider".

In consideration of the mutual promises and agreements hereinafter set forth, and intending to be legally bound, the parties do hereby agree as follows:

1. Service(s) Provided. Service Provider agrees to perform the following services according to the following timelines or schedule (if any):

Maintenance – as needed Signing Brushing as requested

- 2. Performance and Specifications. Service Provider shall perform all services directly or indirectly required under this Agreement in a manner consistent with local standards according to the specifications and performance standards established by Town, if any. The Town has the right to inquire and investigate about the manner in which the services are being performed and may request that further performance of the services be in accordance with the standards established above. In the event services continue to be performed in a non-satisfactory manner, the Town may exercise its rights under Paragraph 7 hereof.
- **3.** Term. The service(s) called for by this Agreement shall commence on or about January 1, 2015 and shall continue until either party provides 30 days written notice of termination as set forth in Section 8 hereof.
- 4. Liability and Indemnification. All officers and employees providing services under this Contract are deemed to be employees of the Service Provider. The Service Provider agrees to hold harmless, defend and indemnify the Town against claims brought or actions filed against the Town or any officer, employee, agent or volunteer of the Town for any injury to, death of, or damage to the property of any third person or persons arising from the furnishing of the services required by this Agreement. The Service Provider shall purchase and maintain liability insurance coverage in at least the amount of the tort liability limits established for the Town by Chapter 466 of Minnesota Statutes or any successor thereof.
- 5. Independent Contractor. Service Provider acknowledges and agrees that it is an independent Service Provider and that nothing herein shall be construed to create the relationship of employer and employee between Town and Service Provider. The Service Provider shall maintain worker's compensation insurance and unemployment compensation insurance as required by law. The Service Provider shall at all times be free to exercise its own initiative, judgment and discretion in how best to perform or provide the services described herein.
- **6. Payment.** Any claim for payment not paid in advance shall be made by delivering to the Town Clerk a statement for the services provided in accordance with Minn. Stat. §§ 471.38; 471.391. Payment to the Service Provider for the services under this Contract shall be as follows:
 - **a.** \$30.00 per hour for signing plus the standard federal rate for mileage as published by the IRS

- **b.** \$30.00 per hour for maintenance plus the standard federal rate for mileage as published by the IRS
- c. \$30.00 per hour for brushing plus the standard federal rate for mileage as published by the IRS
- **d.** Equipment rental fees as required to complete the requested maintenance or brushing
- **7. Default.** The occurrence of any of the following shall constitute default by Service Provider and, if not corrected within 10 days of Town providing Service Provider notice of the default, shall allow Town to terminate the Agreement:
 - a. Failure to adequately perform or deliver the required services;
 - **b.** Failure to follow the specifications or standards established by this Agreement;
 - c. Failure to perform or complete the services in a timely fashion as established by the Town;
 - **d.** Persistent disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
 - e. Failure to perform any other material provision of this Agreement.

Town may lawfully terminate the Agreement if, after providing Service Provider 10 days' notice of the default, Service Provider does not correct the default. In the event of termination, any unpaid payment installments shall be canceled and no further payments will be made under this Contract.

- **8.** Termination Without Default: Town may terminate this Agreement, with or without cause, upon 30 days written notice.
- **9. Legal Compliance.** The failure of the Service Provider to abide by all federal, state, and local laws or ordinances pertaining to the services being provided shall constitute a material breach of this Contract and the Town shall be permitted to terminate this Contract effective as of the date of such failure.
- **10. Subcontracting and Assignment.** Service Provider shall not enter into any subcontract for performance of any services contemplated under this Agreement nor assign any interest in the Agreement without the prior written approval of the Town.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.\

	TOWN OF BECKER	SERVICE PR	OVIDER
Ву:		Ву:	
	Town Board Chair		
Date:		Date:	
ATTEST:			
By:			
,	Town Clerk	-	
Date:		_	

Becker Township Engineer Estimates, Spring 2017 Road Tour

	ve Rd. & Georgia Circle Aggregate Su to Peggy Place, ELK RIVER GARDENS				112th St. Aggregate Surfacing From CR 51 to Dead End Culvert @ Snake River					82nd St. Culvert Slope S At Branch 8, Ditch 19, 1
BASIS OF Q CLASS 5 CUL DE SAC Length: Depth: Width:	UANTITIES 145 LBS/CU FT 45 FT RADIUS 2,134 ft. 4 in. 22 ft.				BASIS OF QUANTITIESCLASS 5145 LBS/CU FTCMP\$24/ft & \$225 each for apronsLength:3,278 ftDepth:3 in.Width:20 ft.					BASIS OF QUANTITIESRip Rap\$60/ CU YDDepth:18 in.
	ITEM DESCRIPTION AGGREGATE SURFACING CLASS 5	UNITS TON	EST'D QUANTITY UNIT PR 1255.00 \$1	RICE EXTENSION 5.00 \$18,825.00	SPEC NO. ITEM DESCRIPTION 2118.501 AGGREGATE SURFACING CLASS 5 2501.511 18" CS PIPE CULVERT 2501.515 18" CS PIPE APRON	UNITS TON LF EA	EST'D QUANTITY (1215.00 50.00 2.00		EXTENSION \$18,225.00 \$1,200.00 \$450.00	SPEC NO. ITEM DESCR 2511.501 RANDOM RH 2511.515 GEOTEXTILE
	gregate Surfacing	act Thorsof	TOTAL:	\$18,825.00	190th Ave Aggregate Surfacing and Grading		ı 	TOTAL:	\$19,875.00	NOTES:
	ast of PETERSON FARMS to 1,100' Ed	nst Thereof		\$18,825.00	190th Ave Aggregate Surfacing and Grading From 95th St. to Dead End BASIS OF QUANTITIES CLASS 5 145 LBS/CU FT Length: 1,651 ft Depth of Gravel Placement: 4 in. Finished Top Width: 24 ft Ditch Depth: 2 ft Ditch Width: 4 ft		Earthwork Ba		\$19,875.00	Project Cost Estimate To Becker Township 2017 Project Name Garden Grove Rd. Aggre 112th St. Aggregate Sur 82nd St. Culvert Slope St 82nd St. Aggregate Surf
From 800' E BASIS OF Q CLASS 5 Length: Depth: Width: SPEC NO.	ast of PETERSON FARMS to 1,100' Ed UANTITIES 145 LBS/CU FT 1,100 ft 4 in. 24 ft. ITEM DESCRIPTION	UNITS	EST'D QUANTITY UNIT PR	ICE EXTENSION	From 95th St. to Dead End BASIS OF QUANTITIES CLASS 5 145 LBS/CU FT Length: 1,651 ft Depth of Gravel Placement: 4 in. Finished Top Width: 24 ft Ditch Depth: 2 ft Ditch Width: 4 ft SPEC NO. ITEM DESCRIPTION		Earthwork Ba EST'D QUANTITY U	lance	EXTENSION	Project Cost Estimate To Becker Township 2017 Project Name Garden Grove Rd. Aggre 112th St. Aggregate Sur 82nd St. Culvert Slope St
From 800' E BASIS OF Q CLASS 5 Length: Depth: Width: SPEC NO.	ast of PETERSON FARMS to 1,100' Ea UANTITIES 145 LBS/CU FT 1,100 ft 4 in. 24 ft.		EST'D QUANTITY UNIT PR		From 95th St. to Dead End BASIS OF QUANTITIES CLASS 5 145 LBS/CU FT Length: 1,651 ft Depth of Gravel Placement: 4 in. Finished Top Width: 24 ft Ditch Depth: 2 ft Ditch Width: 4 ft	UNITS LS ACRE ACRE CY TON LF EACH LF EACH LF EACH ACRE	Earthwork Ba EST'D	JNIT PRICE I \$3,000.00 \$1,000.00 \$1,000.00 \$5.00		Project Cost Estimate To Becker Township 2017 Project Name Garden Grove Rd. Aggro 112th St. Aggregate Sur 82nd St. Culvert Slope S 82nd St. Aggregate Surj

pe Stabilization				
9, 1.5 Miles East of CSAH 2	23			
· ·				
ES	7			
YD				
	_			
		EST'D		
SCRIPTION	UNITS	OUANTITY	UNIT PRICE	EXTENSION
A RIP RAP CLASS III	CY	60.00		
TILE FILTER TYPE IV	SY	120.00		
TILE FILTER TYPE IV	SY	120.00	\$3.00	\$360.00
				40.000.00
			TOTAL:	\$3,960.00
te Totals				
17				
				Est'd
				Project Cost
aaroaato Surfacina				\$18,825.00
ggregate Surfacing				
Surfacing				\$19,875.00
pe Stabilization				\$3,960.00
Surfacing				\$9,780.00
te Surfacing and Grading				\$34,825.00
			TOTAL:	\$87,265.00
d on 185th Ave SE north o	f 109th Stree	ot.		
a on 100th Ave 52 horth 0j	105115126			
formed on 112th Street				

2017 Recomended

BECKER TOWNSHIP: Recommended 2015 Seal Coat Projects

20-Oct-14

STREET ID	FROM	TO	LENGTH	LENGTH	DEVELOPMENT	PLATTED	PAVED	PAVEMENT	MAINTENANCE	ESTIMATED
			(Feet)	(Miles)				STRUCTURE	HISTORY	COST
163RD ST SE	172nd Ave	Cul de Sac	448	0.08	CEDAR CREST ACRES	9-Jun-77	Unk	Unk	1-1/2" Overlay, '01, Crackfill, '11	\$3,375.89
164TH ST SE	Dead End	165th Street	610	0.12	CEDAR CREST ACRES			Unk	1-1/2" Overlay, '01, Crackfill, '11	\$2,440.00
165TH ST SE	166th Str	173rd Ave	1220	0.23	CEDAR CREST ACRES			Unk	1-1/2" Overlay, '04, Crackfill, '11	\$4,880.00
166TH ST SE	Cul de Sac	173rd Ave	1378	0.26	CEDAR CREST ACRES			Unk	1-1/2" Overlay, '04, Crackfill, '11	\$7,095.89
166TH ST SE	173rd Ave	CR 50	1368	0.26	CEDAR CREST ACRES			Unk	1-1/2" Overlay, '01, Crackfill, '11	\$5,472.00
171ST AVE SE	165th Str	Cul de Sac	646	0.12	CEDAR CREST ACRES			Unk	1-1/2" Overlay, '04, Crackfill, '11	\$4,167.89
172ND AVE SE	163rd Str	Cul de Sac	778	0.15	CEDAR CREST ACRES			Unk	1-1/2" Overlay, '04, Crackfill, '11	\$4,695.89
173RD AVE SE	166th Str	165th Street	1579	0.30	CEDAR CREST ACRES			Unk	1-1/2" Overlay, '04, Crackfill, '11	\$6,316.00
169TH AVE SE	CSAH 11	Cul de Sac	1553	0.29	CEDAR OAK ESTATES	#########	Unk	Unk	1-1/2" Overlay, '04, Crackfill, '11	\$7,795.89
163RD ST SE	Cul de Sac	CR 50	404	0.08	CRESTVIEW	10-Jan-86	Unk	Unk	1-1/2" Overlay, '04, Crackfill, '11)	\$3,199.89
165TH ST SE	Cul de Sac	CR 50	397	0.08	CRESTVIEW			Unk	1-1/2" Overlay, '04, Crackfill, '11	\$3, 17 1.89
91ST ST SE	Cul de Sac	CR 93	1370	0.26	SAND HILL	1-Aug-02	'02/'03)	6" CI5, 2" NW, 1-1/2" W	Crackfill '11	\$7,063.89

-

NW denotes bituminous non-wear W denotes bituminous wearing course TOTAL

\$59,675.09

ON TOWNSHIP LETTERHEAD

June 21, 2017

NAME ADDRESS ADDRESS

Dear NAME;

As local road authority, the Becker Township Board is responsible for the management of township roads and road rights of way for the public benefit. It has been observed that a possible encroachment on public right of way has been constructed along your frontage to **STREET NAME**, a designated township road. The encroachment consists of a headwall installation. Attached please find a photograph of the violation. (PHOTO FROM ROAD TOUR WILL BE ATTACHED)

A public road right of way is a corridor of land, dedicated in part, to the safe conveyance of vehicular traffic including off-highway vehicles as permitted by law. Liability issues arising out of legal use of all-terrain vehicles on township right of way and conflicts with unlawful obstructions within the right of way are of particular concern to township authorities. Furthermore, contemporary safety standards for rural roadways require a 15 foot obstacle free area, as measured from the edge of traffic lane, for recovery should a vehicle inadvertently leave the road. Unpermitted obstructions within the right of way create a safety hazard to the travelling public.

In addition to traffic conveyance, the right of way also provides area for installation of roadway appurtenances and public utilities. Roadway appurtenances include traffic and street signage and culverts and ditches for purposes of stormwater conveyance. The ditches also provide areas for snow storage during the winter months. Public utilities include overhead facilities for telephone, power and cable and underground installations of telephone, power, cable, gas and in some instances, sewer and water. Unpermitted obstructions within the right of way increase roadway maintenance costs and generate impediments to the construction and maintenance of public utilities.

Standard mail box installations are considered a permitted private use of public right of way.

Minn. Statute §160.2715, copy attached, states any obstruction of public right of way is a misdemeanor offense punishable by law. You are hereby advised to remove the obstruction and restore the right of way to its original condition. Minn. Statute §160.27, Subdivision 6, copy attached, further states that it is within the Township's authority to remove unauthorized obstructions. If necessary, the cost of said

removal and any associated costs will be assessed against your property and turned over to the County Auditor for collection.

Please be advised that should an accident occur because of this obstruction, you as landowner may be held accountable for all or part of the liability settlement.

Please be further advised that this violation notice is being sent to all properties within the designated area whereupon right of way violations requiring removal have been noted.

The contact person for this issue is the Township Engineer, Wes Davis, P.E.. Please contact him at 763-262-8822, regarding the schedule of removal and proposed methods of restoration. **NEED A DEADLINE FOR REMOVAL – WHAT TIMELINE DO WE WANT?** The obstruction removal must be inspected for approval upon completion.

Respectfully,

Brian Kolbinger, Chair Becker Township

TOWN OF BECKER RESOLUTION 2017-07

RESOLUTION APPOINTING MEMBERS TO THE TOWN PLANNING COMISSION

WHEREAS, on September 17, 2007 the Town Board appointed five members to the Town Planning Commission to serve terms of 3 years or until their successors are appointed and qualified; and

WHEREAS, the said Planning Commission Ordinance provides for a three (3)-year term for Planning Commission members or until their replacements are appointed and qualified provided however, that in order to provide continuity of membership all terms of service shall not expire within the same year; and

WHEREAS, The Planning Commission currently has a vacancy due to term expiration of Jeff Lambert; and

WHEREAS, after seeking candidates to fill the vacant position, Tim Peterson expressed interest and was selected by the Town Board of the Town of Becker to fill the remainder of the three year term.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Becker as follows:

1. The following persons are hereby appointed to the Becker Planning Commission:

Tim Peterson for a term to continue until December 31, 2019

Approved by the Town of Becker this 19th day of June, 2017.

TOWN OF BECKER

BY: ____

Brian Kolbinger, Town Board Chair

BY:_

Lucinda Messman, Clerk



MINNESOTA ASSOCIATION OF TOWNSHIPS AGENCY

Minnesota Association of Townships Insurance & Bond Trust (MATIT)

Executive Director: Gary Pedersen Agency Director / General Counsel: Eric L. Hedtke

Claim Administrator: Debbie Provence

Agency Financial Assistant: Christa Sellner

Agency Assistant: Dawn Zimmerman

Agency Assistant: Angela Hendrickson

May 15, 2017

Becker Township Lucinda Messman, Clerk PO Box 248 Becker, MN 55308

Re: Property Valuation Update

Dear Lucinda,

Thank you for completing the Property Valuation Update Form. Based on your statement that no major renovation projects or additions have been made to the insured structures, we have had the replacement cost recalculated to bring your building limit(s) up to date.

We have enclosed a form showing the breakdown of the current insured limit per building as well as the current replacement cost. For those townships who choose to continue with replacement cost coverage, no further action is required. Your coverage will automatically be changed as of the response date stated below.

We do understand, however, that some townships are interested in other options. To meet those needs, we are offering an alternative. There is an "Agreed Value" option. This will not be of interest to most townships, but we did want to provide it to those who have carefully considered it and believe that the agreed value is appropriate for them. Information about this is included. You may choose which buildings to place an agreed value on while choosing replacement cost on others. If you choose agreed value coverage, you are required to complete and return Exhibit B and the Agreed Value Resolution.

We would appreciate receiving the appropriate signed forms by July 17, 2017.

Thank you again for your membership in the MAT Insurance Trust. We look forward to continuing to offer our towns the best possible service and value.

Sincerely Dawn Zimmerman Agency Assistant

Encl.

Cc: Brian Kolbinger, Chairperson



Recalculation

Prepared For: MN Association of Townships-Recalcs

Biz Unit ID: 1058412

Work Order ID: 11292122 Policy Number: M0368CLC17

Insured: Becker-Sherburne County

Comments:

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Attached is the completed recalculation.



Property Express

	Reconstruction	Sq.Ft.	\$/Sq.Ft.	an sa sa sa sa sa
	Reconstruction	Sq.Ft.	\$/Sq.Ft.	North and the Color
TOTAL RC BUILDING 00001 00001	······		\$490,037	
TOTAL RC SECTION 1			\$490,037	
Built-ins			\$23,725	
Heating, Cooling, Fire Protection, Plumbin	ig, Electrical, Elevators			
Mechanicals		•	\$77,000 · · · · ·	
Floor Finish, Ceiling Finish, Partitions				
Interior			\$97,674	
Framing, Exterior Wall, Exterior Wall, Stru	ctural Floor, Roof			
Exterior			\$208,019	
Foundation Wall, Interior Foundations, Sla	ib On Ground			
Foundations			\$83,113	
Site Preparation		\$506		
SUPERSTRUCTURE				
				ini de la complete Nacional de las
Policy: M0368CLC17	naustrine sauge integrine survey and the survey of the strength of the strengt	278- 121 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2		5/12/201
	Property Express			E (4 0/004

CoreLogic costs include labor and material, normal profit and overneed as of date of report. Costs represent general estimates which are not to be considered a detailed quantity survey. These costs include generalities and assumptions that are common to the types of structures represented in the software.

The commercial contents values CoreLogic publishes in this report are estimates only and the values CoreLogic produce should not be considered the actual value of commercial contents insurance coverage that should be underwritten for the insured.

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Agreed Value Information

While the Minnesota Associations of Townships Insurance Trust offers this option, it is very important that your board understands the consequences of choosing it. Our Agreed Value coverage is designed to offer less than full replacement cost coverage on the township building(s) you designate. That can save the township money but it also means that you are not fully protected if there is a complete loss. Instead, you would be covered up to the limit you designate on the Agreed Value Resolution.

If the township board decides that the Agreed Value is the option they have chosen, we require the attached Agreed Value Resolution be signed as well as the Agreed Value Form (Exhibit B) be completed with the 'limit' or 'value' that the board decides for coverage for each building designated.

EXHIBIT B

Property Agreed Value Acceptance Form

Township: Becker

County: Sherburne

Apply Agreed Value coverage to each building as indicated:

Location # / Building Description:	Current Insured Limit:	Agreed Value:
Town Hall	\$398,968	\$

Agreed Value will be endorsed onto your Consolidated Liability Coverage, Policy #: M0368CLC17 and will be effective upon receipt of a signed copy of the board resolution and this form.

**If going with Agreed Value, please indicate the Agreed Value Limit the board has decided upon even if it is to remain the same as the Current Insured Limit.

Clerk's Signature: _____ Date: _____

RESOLUTION #____

Township, _____

County, MN

A RESOLUTION APPROVING AGREED VALUE COVERAGE

WHEREAS, the town board has received information concerning the value of property owned by the town; and

WHEREAS, the town board understands that the agreed value is the maximum amount of insurance proceeds the town will receive even if the property is completely destroyed; and

WHEREAS, the town board further understands that these proceeds may not be sufficient to replace the property if the damage or destruction to it exceeds the agreed value; and

WHEREAS, the town board has weighed the political and economic issues involved in assuming more risk in order to reduce the amount of insurance premiums the town must pay; and

WHEREAS, the town board has determined that it desires to insure that property for the agreed value set forth in Exhibit B hereto.

NOW, THEREFORE, BE IT RESOLVED, that the town board of

Township, _____ County, Minnesota approves obtaining agreed value coverage from the Minnesota Association of Townships Insurance Trust as set out in Exhibit B attached hereto and authorizes and directs the clerk to take any steps necessary to do so.

Supervisor			
Supervisor		·	
Supervisor			
Adopted this	day of		, 20

BY THE BOARD

Town Chair

Attest:

Town Clerk

Can the Board authorize Automatic Electronic Fund Transfers?

During the Spring Short Courses this year, the Minnesota Benefits Association (MBA) encouraged townships to enroll in automatic electronic fund transfers (EFT) to pay their annual insurance premium renewal. The process proposed by MBA would automatically remove the amount billed to the township, from the township's checking account, to renew the insurance contract. The Board would receive the bill by email, but the transfer of funds would be automatic and continue until the township terminated the authorization for EFT. This prompted many town officials to ask, "Can the township enroll in an automatic EFT?"

The short answer: No, townships should not enroll in automatic EFT that renews a contract because there is no statute authorizing automatic recurring payments.

Minn. Stat. 471.38, subd. 1, says if a claim against a town can be itemized, then the board "shall not audit or allow the claim" until the claimant provides a written, itemized, and signed claim. The statute prohibits the claim from being considered or paid, until the claim is received in the way described by the statute. The process provides the safeguard to taxpayers that all claims are reviewed by the board before payment is authorized. Allowing a payment to be automatic and recurring would reverse the presumption described by the statute because automatic EFT authorizes the payment before the claim is authorized by the Board. This undermines the protection of public funds. Other statutes allow townships to pay bills electronically or by wire fund transfer (Minn. Stat. 471.381) and to pay by credit card (Minn. Stat. 471.382), but neither statute authorizes an automatic payment or otherwise change the process required by Minn. Stat. 471.38.

The Minnesota State Auditor stated in a position paper that there is no clear statutory authorization for debit card transactions. The position paper describes the problems with debit card transactions as: (1) immediate removal of public funds from a bank account; and (2) circumvention of the statutory safeguards provided by the claim statutes. An electronic fund transfer appears like a debit card use in that it immediately removes funds upon the scheduled transaction date, and lacks any procedural safeguard before doing so. Since the transactions have the same procedural shortcomings, it seems likely that automatic recurring payment would be viewed in the same way.

When presented with specific questions, MAT has previously taken the position that automatic recurring payments for utilities may be allowed when the amount of the recurring payment is set; meaning the amount is guaranteed to be the same every month. And that is usually for the length of a specific contract period. The EFT proposed by MBA however, is different because it is not recurring payments for one contract. Rather each year's renewal is a new contract. And we aren't aware that the price is guaranteed to remain the same each year. It is because of these differences and the position taken by the Office of the State Auditor that we don't believe townships can authorize the EFT proposed by MBA. Clerk Duties - short overview

Statutory Duties

- Maintain minutes
- Maintain all records pertaining to Township business, including a duplicate financial record.
- Oversee records retention processes.
- Maintenance of road records/maintain roads database
- Post/Publish/mailings
 - o Meetings
 - Public hearings
 - o Ordinance
 - o Elections
- Record and maintain all records (no matter what format)
- Administer elections & records
- Election compliance reporting
- Maintenance of Ordinances/Resolutions/Policies and other legal documents. Posting/publishing as required by law
- Manage clerical activities
- Assist in budget prep (haven't really done)
- Collection of election fees
- Serve as notary public

Board Assigned Duties

*Duties that have statutory implications if handled/when undertaken **Could be done by someone other than clerk/deputy clerk as long as clerk receives copies of all paperwork to maintain files.

- Pickup and open mail*/**
- Maintain Office Hours*/**
- Answer phones*/**
- Respond to data requests*/**
- Oversee cleaning/maintenance interior of TH
- Research**
- Coordinate with letters to residents regarding maintenance**
- Receive Gopher feet**
- Prep County Paperwork for gopher feet**
- Notify board/attorney of potential claims**
- Prepare meeting agendas/packets*/**
- Prep copies of agendas/packets*/**
- Prep hall for meeting **
- Prep overhead presentations **
- Check email/respond*/**
- Website maintenance */**
- Take minutes and write them */**
- Handle PERA paperwork/submissions */**
- Prep documentation for contracts, transactions, regulatory compliance */**
- Respond to questions (clerk/planning)*
- Collection of fees non-election related
- Serve as Zoning Administrator*
- Invoice/Track Utility and Driveway permits**
- Coordinate planning/zoning day to day activities**
- Manage new employee paperwork/reporting **
- Prep Yearly Property Tax Levy report to MN Department of Revenue **
- Respond to assessment search requests **
- Manage septic compliance issues**
- Perform field inspections/site visits*/**
- Code enforcement */**

MN Statute defining clerk duties.

367.11 CLERK'S DUTIES.

It shall be the duty of the town clerk:

(1) to act as clerk of the town board and keep in the clerk's office a true record of all of its proceedings;

(2) unless otherwise provided by law, to have custody of the records, books, and papers of the town and file and safely keep all papers required by law to be filed in the clerk's office;

(3) to record minutes of the proceedings of every town meeting in the book of town records and enter in them at length every order or direction and all rules and regulations made by the town meeting;

(4) to file and preserve all accounts audited by the town board or allowed at a town meeting and enter a statement of them in the book of records;

(5) to record every request for a special vote or special town meeting and properly post the requisite notices of them;

(6) to post, as required by law, fair copies of all bylaws made by the town, and make a signed entry in the town records, of the time when and the places where they were posted and record in full all ordinances passed by the town board in an ordinance book;

(7) to furnish to the annual meeting of the town board of audit every statement from the county treasurer of money paid to the town treasurer, and all other information about fiscal affairs of the town in the clerk's possession, and all accounts, claims, and demands against the town filed with the clerk; and

(8) to perform any other duties required by law.

367.12 DEPUTY CLERK.

Each town clerk may appoint a deputy, for whose acts the clerk shall be responsible, and who, in the clerk's absence or disability, shall perform the clerk's duties. If a town clerk has not appointed a deputy, the town treasurer shall perform the duties of the clerk relating to receiving candidate filings when the clerk is absent.

Becker Township has an appointed clerk and appointed treasurer. As such, the board can assign duties in addition to those covered by statute. Elected clerks and treasurers have the option of saying no to additional duties.

Service/Statute	Duty	Comments
	Answering phones and checking messages and determining course of action	Board Assigned Duty
	Respond to Road Restriction questions (Clerk and Deputy Clerk with aid of Township Engineer)	
Service	Interpreting the meaning of information/processes for others (Clerk)	Interpreting what our ordinance says for their situation. Normally agreeing that they have read correctly when it comes to what permit to fill out or deadlines to meet.
	Answering questions from public regarding road repairs/status (Clerk and Deputy Clerk)	
	Post office runs (Deputy Clerk and Clerk)	Post Office records, once obtained fall under various statutes.
	Holding office hours (other than statutory ones defined for elections)	Board instructed clerk to pick what worked and set something.
Service	Oversee cleaning/maintenance of building (Board decides what, Clerk oversees on site interior work, onsite exterior handled by contract)	Board assigned duty
	Responding to calls/requests related to documents (data requests)	Technically, Townships are exempt from Data Practices
Service & if provided, Statute 13	Research information in archives upon request of public officials or private citizens (private citizen requests fall under data request fee	laws. It is recommended that Townships comply with data requests. MN Statute 13 is in play here.
Statute 13	schedule); search files, databases or reference materials to obtain needed information. (Clerk and Deputy Clerk learning)	Board Assigned duty.

Service	Coordinating with road maintenance, road supervisor, sign repair, and trash handling (aka dead animal removal) based on information from public and county (Clerk and Deputy Clerk) Sending out various letters to residents of the township regarding road	To discontinue this we would need to put Supervisor phone numbers on the website and assume the individual calling understands which person to contact. Service, but once letters are generated, statute 367.11 kicks
	projects and mowing.	in. So does Statute 160.22
Service	Receive Gopher feet for the Township and have paperwork filled out. (Clerk)	Clerk doesn't have to do this, but does have to verify payment as we offer bounties. Some townships have people bring gopher feet directly to Supervisors rather than meetings. The supervisors verify and coordinate paperwork and deliver the paperwork to the clerk and treasurer.
Service	Notify board and attorney of potential claims filed against the Township and coordinate claims response; maintaining appropriate records and documentation for claims (Clerk)	As the one who picks up mail/is in the office, I often know of these first.
Service & if provided, 13D governs	 Prepare meeting agendas or packets of related information (Clerk) Copies of packets/prep computers for meetings (Deputy Clerk) Agenda's online/distribution prior to meetings (Clerk) Prepare reference/informational materials (Clerk and Deputy Clerk) Setup the room for meetings Prepare presentations (Clerk) – Service only 	Service (direction of previous boards), however, if this duty is performed, open meeting law statutes are involved to dictate how it is to occur. Deputy Clerk handles most room setup now. Until purchase of equipment, presentations for overheads were never done. Board Assigned Duty
Service, if done then Statutory requirements	Checking emails and responding.	Assigned by board when I started. Once emails are viewed, then statutory records duties come into play as far as maintenance of the record.
Service, but since we have one, Statute 10A governs some aspects	Maintenance of Web Site – service to a point. With election finance reporting, since we have a website, Statutory requirements exist.	Site back up and running as of 6/5/17. Should be current by meeting on 6/19/17.
367.11 (3)	Taking minutes and preserving - Record and Edit minutes of meetings and distribute to appropriate staff/board members. (Clerk and Deputy Clerk)	

367.11 (4)	Keeping financial books of the town	I do not do this nearly as it should be. Ex: I do not know the portions of funds in the money market account/cd's – the treasurer maintains that. I only track the interest received as she provides on a monthly basis. Open meeting law in play here as well. Legally, we should be making a copy of all bills and putting in the public packet that is handed out each meeting. (That can be either clerk or treasurer duty, but as treasurer has the bills/assigns claim numbers, it would fall best there.)
367.11 (5)	Special town meeting notices/votes	Rare, but we will have one this year
367.11 (4) &	Review Payroll/submit PERA payment monthly.	This could become a Treasurer duty and just copy clerk on
353.01	Manage Township PERA yearly reporting duties (Clerk)	as with other payroll items as treasurer handles payroll.
367.11 (6)	 Issue public notification of all official meetings (Clerk) Mailing of public notices when required by statute (Deputy Clerk) Posting of public notices (Clerk and Deputy Clerk) 	
367.11 (6) & Service	Prepare documentation for contracts, transactions or regulatory compliance (Clerk)	 Service as far as original document preparation, but I seldom do more than research or provide data for that. For repeat documents, I handle as those normally just are date/minor updates. Statutory when it comes to the posting and publishing, advertising, record keeping.
367.11 (1, 2, 3, 4, 7)	 Record and maintain all vital and fiscal records and accounts (both clerk and treasurer required by statute to perform this duty) Maintain financial or account records (Clerk, Deputy Clerk) 	

Statute 367.11 (8)	 Administration of elections (Clerk) Oversee training of election judges (Clerk) Scheduling of election judges (Clerk and Deputy Clerk) Ballot preparation (Clerk preps, County prints) Certification of results to County and running back and forth to move equipment where required. (Clerk and Deputy Clerk) Handle absentee ballots for Township Elections (Clerk and Deputy Clerk) Make required website publications (Clerk) 	There are various office hours required when it comes to elections. I can provide all if you like. Most are listed in the calendar all officers receive. I do try to minimize hours by combining things like accuracy testing with the	
	Respond to requests regarding information for filing for office or Town Board appointments; orientation for candidates. Maintenance of corresponding records and legal compliance reporting (Clerk)	If the clerk is unavailable, statute assigns filing for office duties to the treasurer. There is a 4 hour requirement of being in the office from 1-5 pm the Monday filing closes.	
367.11 (1, 2, 3, 6)	 Prepare ordinances, resolutions, and policies Town Board (Attorney and Clerk) Town Planning Commission (Attorney, Planner and Clerk) Joint Planning Board (Attorney, Planner and Clerk) Recording (Clerk) Distribution (Clerk and Deputy Clerk) Archival (Clerk and Deputy Clerk) Maintain and update ordinances; file with county attorney and county law library (Clerk) 	This involves all three boards. I normally do not write the original resolutions or ordinances, but I do update when applicable. Sometimes I will write a summary ordinance for attachment to an ordinance in order to save township money when publishing.	
367.11 (1, 2, 3)	Prepare Legal documents (Clerk with Board – Attorney/Engineer oversite when required) Prep Orderly Annexation Agreement documentation, and filing as necessary (Clerk)	This depends on circumstances: ex: easements, I have to maintain on file, but I usually do not prep those. Resolutions – if re-issuing of routine ones, I do all prep and have attorney review.	

367.11 (1, 2, 3, 4)	 Records Maintenance of filing system (Clerk and Deputy Clerk) Filing (Deputy Clerk) Safekeeping of records (Clerk and Deputy Clerk) Computerization of documents (Clerk) Scanning of old records (Deputy Clerk) Checking for missing records (Deputy Clerk) Checking for missing records (Deputy Clerk) Prepare affidavits as required for shredding of documents/posting of notices (Clerk and Deputy Clerk) Records Retention – preparing reports for data to be legally destroyed and bringing files into current status (Clerk and Deputy Clerk) Receive documentation from the public and handle as appropriate (Clerk and Deputy Clerk) Track map revisions (Clerk) 	Records retention falls under this category as well. Statute 138.17 is in play here too. MN State Historical society regulates some regarding records retention, so abiding by their rules as well.
367.12	Maintain paper Parcel Identification Files (Deputy Clerk) Manage clerical/administrative activities (Clerk)	 Goal is to get all electronic as time permits If Deputy Clerk is working, Statute 367.12 prescribes that clerk shall be responsible for the Deputy Clerk's activities. Even if no Deputy Clerk, Clerk is to manage what needs to be done on a daily basis.
367.11 (4)	Assist in budget preparation/review expenses	Only to the extent of gathering information for specific budget items (ex: sanding, plowing, mowing, etc.)
As Clerk 367.11 (1, 2, 3)	Respond to non-building permit questions (normally building permit questions are handled by the city); such as CUP's, Variances, Septic, Flood Plain Ordinance, land use and other planning type questions (Clerk – once general questions are answered, actual permits go to Planner)	As board appointed Zoning Administrator, this falls under those duties. It is a statutory requirement to let people know if a permit is required and what type of permit your entity requires.
Zoning Statute ???	Coordinate minutes/publications requested by MPCA regarding feedlot in Township (Clerk)	As clerk - statutory to maintain records of business of the township.

367.11 (8) & Service	Collection of limited fees (filing, data requests, and some permits) (Clerk)	Statutory as related to elections, service as related to data practices. Statutory as related to some items dropped off here (CUP's, Variances, etc.)
367.11 (1, 2, 4, 6, 7, 8)	Obtain required information from all relevant sources (Clerk and Deputy Clerk)	
367.11 (1, 2, 3, 6, 8)	Perform contract administration duties, assist with bid openings or awarding of contracts (Clerk) Road maintenance contracts are overseen by Engineer, but Clerk maintains records required by statute. Maintenance of quotation documents (Clerk) Verification of Contractor IC134 compliance (Clerk)	There are some specific statutes regarding contracts that are in play here as well.
367.11 (1, 2, 3, 6, 8) & Service	Collaborate with other staff to assist in the development/implementation of goals, objectives, policies, or priorities	Board assigned due to setup of this township. Statutory comes into play in regards to the records side.
358.15 Chapter 380 of 2010 Session laws Requires	Serve as a notary of the public (Clerk and Deputy Clerk)	
Statutory & Service	Issue Notice of Violation letters when required (Clerk (acting as Zoning Administrator) joint with Community Development Coordinator – depends on several factors) Oversee Stop work orders Coordinate with Building Official regarding various questions (Clerk	As part of Zoning Administrator duties – statutory. If in conjunction with Township Clerk duties – Board assigned duty. Maintaining record of those violations/stop work orders
367.11 (6)	with City Staff) Publishing and posting regarding ordinances (Clerk and Deputy Clerk)	falls under Clerk record keeping statutes
367.11 (2) & Service	Invoicing and tracking Utility Permits and Driveway (Clerk and Deputy Clerk working with Engineer)	Board assigned duty (invoicing), but Statutory comes into play once that record is created.
367.11 (2, 3) & Service	Maintaining Roads Database (Clerk)	Board assigned duty (cost per road) and the rest is statutory. Due to lack of time, I have not been able to keep the cost per road portion of the database up to date.
????	Corresponding with County officials regarding Planning and Zoning activities (Clerk with Planner and Community Development Coordinator)	Zoning Administrator, this is a necessary duty. I would believe there is a statutory basis.

Clerk – 367.11 (1, 2, 6) Zoning –	Coordinate Planning and Zoning day-to-day activities (Clerk and Community Development Coordinator – Planner handles the findings of fact/ordinance writing activities. Attorney reviews all). <i>Tough one</i> <i>to write out as normal day-to-day things like setbacks are often</i> <i>handled by city staff (Julie and Esther) while only the ones that are</i> <i>questioned go beyond them and that type of question varies greatly</i> <i>and usually requires input from multiple people.</i>	60 day rule is a statute. Town Board is responsible to verify it is followed on a yearly basis. Clerk has been verifying.Zoning Administrator side: just knowing who is doing what and where it is may be statutory – I don't know	
?????	Coordinate as necessary to obtain required signatures on mylars (Clerk)		
367.11 (1)	Collaborate with City staff to locate missing permit information (Clerk)	Deputy Clerk also helps with this.	
367.11	Locate and maintain list of Township policies, resolutions,		
(1, 2, 3, 6, 8)	ordinances, and other rules.		
367.11	Manage New employee paperwork/reporting (Clerk)		
(2)			
367.11 (2) &	Septic Compliance issues (Clerk, City Staff, County, Building	Involvement is based both for Zoning Administrator duties	
other	Inspector)	and recording for as Clerk	
367.11	Respond to assessment search requests (Clerk and Deputy Clerk		
(3)	learning)		

Planning and Zoning – duties that have been decreasing the past several months. I would guess that many I have listed as service are statutory, but as far as clerk goes, they are not necessarily required.

Manages the processing of subdivision and	Ben has taken over this so now I am serving as
development plans, site plans and other	administrative staff.
development-related projects.	
Interprets the application of codes and	
ordinances to development projects and	Board assigned – Zoning Administrator Duty. As
consults with staff and representatives of	clerk only, my duties were to answer basic zoning
other departments and agencies.	questions and refer those I couldn't onto the
Coordinates activities with other	zoning administrator.
departments to share pertinent information	
and the efficient use of resources.	
Meet with applicants to review the	Still do as brief overview, but Ben
requirements of development codes and	verifies/confirms if applications are complete or
ordinances.	

		not. My communication with applicants is changing to more of an administrative role (clerk).
	Manages the processing of complaints and concerns from customers and others.	This one depends on the complaint.
	Performs field inspections to gather data relevant to the development review process and/or to verify that development projects comply with approved plans.	Normally a drive by suffices. Letter is sent (after review by attorney). Handled by both me and Marie right now in relation to zoning. I do the same in relation to clerk position.
Statutory 367.11	Works with code enforcement staff to investigate and resolve zoning ordinance violations.	Board assigned Zoning Administrator Duty. As clerk, I would do some drive by and submit photos. Also letters sent go into files clerk maintains (367.11 comes into play)
	Manages the application and review process for variances from the zoning regulations. Acts as staff liaison to the Board of Zoning Appeals	Currently, Ben has taken over this duty. I am still in the Zoning Administrator position if an appeal process is necessary. Basically, I tell them the ordinance must be followed and then variance proceedings can begin.
	Researches and writes reports related to proposed amendments to development codes and ordinances.	Ben has taken over this duty
	Conducts research and prepares statistical reports on land use and development issues and trends. Research alternative solutions to resolve conflicting development issues.	Not being done at this time by anyone.
	Recommends changes to standard operating procedures for plan review	Joint effort. Any staff involved with process are asked to recommend noted ways to improve procedures.
Statutory 367.11	Maintains all development application / permit documentation and records	As clerk – this is statutory. Building permits are handled at the city – however, they still fall under Township jurisdiction for records retention.
Website as Service Rest is Statutory 367.11	Disseminates information on development codes and ordinances to the public and others	As clerk – board duty using the website/publishing and posting.

Statutory 367.11	Supervises record-keeping related to development projects and zoning	Thinking building permits fall under this category
	Identifies, inventories, and monitors	All staff do this
	nonconforming uses	
Statutory 367.11	Attend Planning and Joint Planning Meetings	

Some background on the Clerk position

I started January 2013 with the following:

Training consisted of a 2 hour morning while the clerk went through a years' worth of files, threw away a lot of information and a few phone calls I made to the previous clerk. Most of the morning was going through the mail (it had been three weeks since it had been checked) and the following:

- 1) Come in once a week and check mail, take minutes as needed and type them.
- 2) Call attorney if serious, otherwise costs money so be sure you need attorney before calling.
- 3) Don't forget gopher report due end of February each year.
- 4) Directed to read the election judge statutes, old guide book and ask your election judges. Also explained why we use seat numbers/letters.
- 5) Follow MAT calendar. Highlight whatever pertains to township.
- 6) Copy treasurers report and submit as yours just put into excel first (seemed hokey, but I was new so did for January of 2013).
- 7) You will want to revise filing as I don't like it and haven't really done much.
- 8) Never let original road book out of your site.
- 9) Reading old minutes is the best way to learn.
- 10) List of other clerks I could try calling if stuck.

Messed up the appointing of election judges the first year – Dick Schieffer (previous attorney) – told me how to do it correctly from then on. Also help from Clear Lake clerk.

Had issues with meeting dates/quorums – not enough supervisors at meetings first few months and not hearing from them. Learned how to handle correctly (I was not told the correct legal method).

Handled first two elections without training. County Auditor and Clear Lake Clerk told me were to find You Tube videos from Secretary of State to at least find something out.

PERA report was on 2nd notice of being late when I started – figured out what that was and took care of it.

Attended training in March 2013 – completely overwhelming as there was a lot not being done. I had been told I was not an officer at that time (learned differently since). Previous clerk told me I was not a notary without going through the state, Supervisor told me I was. Took me a bit to figure out the procedure for this – got my stamp later than what should have legally occurred.

Asked to find a contract, something using Range/Township/Section, and some old minutes about a road. Learned how bad the files actually were/parts still are.

- Never could find the contract. Finally did mid 2014 after getting some of the files in order
- Called Eyk to explain what Range/Township and Section meant as I had no idea he came over and helped/explained what it meant/how plat books worked)
- Read a lot of old minutes when searching for a one mile bridge, found a few things. (it is true reading old minutes is best way to learn something about township)
- Spring road tour minutes in 2013 are a bit of a joke, but it is all we have, so it is the minutes.

Knowing how many things were being done incorrectly, started with

- 1) Payroll. Spoke with Tanya about it and we both let board know we would be resigning if not corrected.
- 2) Had to come into compliance with PERA reporting. Appointed Clerk and Treasurer are considered employees, not officers and enrolled. Clerk needed to be enrolled (state law) added that monthly reporting.
- 3) Minutes for JPB/TPC were interesting. They needed to be in better order. That has been fixed.
- 4) Went to class again in March 2014. Learned that I was to be tracking finances the exact same way as treasurer. Found an old copy of CTAS and muddled through getting things set up. 2014 was the first year that happened correctly for disbursements.
- 5) June class in 2014 and learned that we were to be keeping triplicate receipts and balance bank statements as well. I have tracked disbursements and receipts. Bank statements I only have done on occasion due to lack of time. Treasurer said she was balanced so I didn't worry about it much as I was trying to get other things figured out. No excuse for not doing every month now other than lack of time.
- 6) Board directed me to set up a website. They wanted all information on it that the public would like. However, minimal direction given. The election judges helped me pick colors for the website. Other direction make it easy to do things with. Picked out Weebly site builder as it is a drag and drop. Kept going with that as anyone can edit with minimal skills.
- 7) Board directed me to do whatever was necessary to bring township into compliance. I have been trying to do that.
- 8) When I asked about contracts/bids/quotes, told the supervisors would handle it, so I stopped worrying at that time
- 9) When I asked about budgets, board said it was fine and they would handle.
- 10) I was directed to update the computer and software. Goal was to get a computer capable of handling SKYPE meetings according to state law.
- 11) Directed to look into Ipads and surface pro's to see what would work best
- 12) Worked on the filing system and just trying to figure out what was kept where and learning what the three boards were for.
- 13) Had no idea what comp plan was and was working on minutes and finding old photos for the document.
- 14) By end of year, was figuring out the different boards better, but to get resolutions, the city took care of those. At the time I was told the city would keep the originals (now I know this was a bad idea).
- 15) Most Planning and Zoning questions passed onto planner/community dev. Coord.. Learned about the basics so I could answer questions like setbacks over the phone

2014 other items included learning what a meeting packet should look like and better at agenda's. Board chair stated he liked how I had changed what had been done to what is being done now. Attorney Scheiffer liked how minutes were coming along. He corrected several things the first year – especially with resolutions. Original Planner, Community Development Coordinator, City Clerk and others resigned or retired. Kept moving along, 1st new planner hired September of 2014, she called me every few days asking questions about the Township comp plan and zoning ordinance. I hadn't paid much attention to

everything in those documents, so started reading more so I could answer her questions. As the year (and following year) progressed, I started doing drive by visits/taking photos for violations as the planner did not have time to handle township ones.

Checked with board and started taking the Legal Short Courses as well in April.

Election training available – took it and worked through the primary and general election process.

When Jamie Johnson was elected to the board, he asked about budgets and treasurer started doing the interim budget report for the board.

Continued learning how TPC/JPB worked. Started working more with Notice of Violations, but other than taking photos, it was mainly from the records standpoint (legally required).

Once all new computer stuff arrived, the board wanted things electronic as much as possible. Still working towards that, but without the Deputy Clerk's assistance, there are many things that would not have been verified yet. She helps make sure all the proper papers get where they need to go. After a meeting, it isn't simply be sure they are signed. It depends on type of papers and the rest of the steps begin. (Ordinances, require posting and publications, then copies to county law library, county attorney, public library, city staff as necessary, our attorney, sometimes affidavits of posting – all depends on what. All need to be completed as well as, maintained in our book, on website, historical/ordinance file, etc.. Take simple minutes: if approved – get signature, scan, then into electronic file for permanent retention, notebook for quick public access in building, onto website for public access. Then maintenance of preparatory files needs to occur – getting rid of the handwritten minutes, getting rid of the draft versions, etc – this is not always happening as it should due to lack of time. The maintenance step is not able to be completed for many documents – just the basics are getting done.)

2015 – A lot more TPC/JPB work. Until end of March, just minutes, answering routing questions by phone, taking photos of various lots, passing tougher questions onto planner. Planner set up agenda's for the Planning and Joint Planning Meetings, brought packet over. Planner at the time asked that I stop making so many copies of resolutions and started having me keep originals (found out in March of this year that it was required by law as the clerk is to maintain records of the township).

March 2016 – Planner resigns, new community coordinator comes. We both had to learn the ordinances now as she couldn't keep up with both city and township. I started doing the agenda's and packets for Planning and Joint planning – I had an idea of how things were to go and was in a better position to handle than anyone else. As they are required, statutorily, for clerk to maintain, easier if I handle this part. Clerk and Treasurer rates raised from \$17.50/hour to \$23.00/hour.

April 2016 – appointed Zoning Administrator – working a lot with Community Coordinator to get some new ordinances through and with several CUP's (Bjorklund, Trisco, Midwest Bus, - others – Marie and I were splitting them based on work load). I leaned heavily on Marie's recent college knowledge of planning and Kelli tremendously to answer questions. Started writing findings of fact (once I knew what all that entailed) – with review. Kelli inundated at this point as well.

May 2016, Board requested State pricing – did that research and started in that program. Many 'little things' like this take several hours to complete. Also several extra meetings due to state participation in 137th contract.

Once Chris came on board – expected load to lighten. It really didn't. Necessitated additional meetings and long phone calls trying to get things straight. In addition, just trying to keep information from the board that was irrelevant (ex: chicken licensing ordinance submitted). No expected hours drop

After Chris was no longer present (1/17/2017), work load went back up a bit, but Ben was hired.

Ben was hired as the township planner in January or February of 2017. He was inundated the first month, but with a background in planning, he was able to handle the task. I was able to hand off most of the planning position to him. Parts I have retained and am still handling: clerk records (minutes, notices, sending out notice for cups/variances), agenda and packet prep. Rest has been handed off. I still answer some day to day questions. Still work with Ben, Marie, and Kelli to get things ready for meetings.

The job has evolved. Trying to answer how long it should take me is difficult as I have never gone an entire year with either staffing changes or duty changes. In 2014, I really started learning what I was to be doing. In 2015 it continued as I finally knew what enough meant that I could ask some more questions. I always have tried to minimize my hours, but it has not been possible. The June 2016 looks low, but I spent a lot of time at my other job during breaks and evenings giving answers for this one. End of 2016 decided if I am out of office (unless doing trainer job), I will no longer answer questions while on vacation.

Jan 2017, Deputy Clerk began working routinely. In October she started, but then due to illness, didn't work much in November/December. I requested someone to assist with filing/office duties. Board directed me to train her how to do my entire job.

May 2017. Deputy Clerk has come a long way with learning. Best fit is to have her help with records maintenance. When she is able to concentrate on that (12-15 hours per week), I can handle the rest of the duties listed above in approximately 30 hours per week (+/- 5 hours).

Over the past 4.5 years, I have learned a great deal about the actual setup of this township. The Planning and Joint Planning do add time to the position, but as they are township business, separating activities from those of the clerk is nearly impossible.

A few research points:

Other townships in our county and of similar size maintain a general fund of at least \$138,000 (that is Orrocks – their population is about 3,000. Ours is over 5,000). Others are around the \$200,000 per year for the general fund.

Big Lake has full time clerk, part time deputy clerk (20-25 hours per week) and part time treasurer (20 hours per week) Baldwin has full time clerk/treasurer (combined position) and full time deputy clerk treasurer Livonia has full time clerk and part time deputy clerk (20-25 hours per week) Orrock has clerk working 25-30 hours per week. She did not know treasurer's hours off hand

Other township clerks in our county/of similar size have a higher hourly rate plus benefits (at 32 hours they receive full time benefits – things like days off with pay, vacation pay, etc.). I have always valued the fact I could adjust the hours to fit my schedule. Livonia, Baldwin, and Big Lake are all larger (population wise) than Becker. None of them handle the zoning as we do. Even if most planning/zoning is removed, as clerk I still have the responsibility of

maintaining files for anything that is township business. A big concern is that the city follows our records retention schedule when it comes to permits rather than theirs. The township permits are under my jurisdiction (by statute). Previous planner disagreed with me on this, the current ones understand and agree.

General Fund spending vs actual levy - last 5 years

2016: \$103,856.80 - 40,000

2015: \$104,594.99 - 40,000

2014: \$227,075.15 – 40,000 (Permit and General were same fund this year – we changed for 2015 to split out)

2013: \$173,709.19 – 55,000 (I added donations to the General levy this year and was instructed not to do so again)

2012: \$130,994.61 - 69,400 (29,400 was for donations)

2011: \$143,976.30 -- 86,000 (this is the year the board wanted donation procedures to change – 46,000 of this number was for donations)

If the board chooses to move some of the duties from the clerk to city staff, please realize that our current planning rate agreement has hourly rates for the duties Fran and I do from \$23/hour we receive to rates of between \$28.52-\$40.77 per hour.

Clerks Hours History. Remember hours paid are normally the month prior. Election times: March, August, November. JPB/TPC busy times: March, April, May. Varies June, July, August, September based on CUP/Variances/ordinance work, etc. Clerk busy times: December/January/February/March and other election year months when even numbered years.

When I am out of office, I do work evenings/weekends

	2013	2014 Election year	2015 Slow building year too.	2016 Election Year	2017
					100
Jan	Not dono os official pourall	30.25	69.5	71.5	100
Feb	Not done as official payroll, I haven't taken time to look where these records	44.5	60.26?	106.75	104
Mar	would be yet.	65.25	96.75	74.75 (gone 10 days – still answered questions when in Florida)	152 (elections)
Apr	25.75 We started payroll.	42.5	94.25	54.75 (out of office 3 weeks in March)	82 (out of office 3 weeks in March)
May	43	66	43.5	138.75	135
Jun	??	56.5	70.75	132.50	
Jul	29.75	70.5	44 (out of office 2 weeks in June)	82.75 (out of office 2 weeks in June)	
Aug	27.5	73.25	83.75	165.50	
Sep	28.75	51	59	140.75	
Oct	35.75	50.75	54.25	122.75	
Nov	33	88.5	75.25	114.25 (gone 10 days in October – still emailed responses while in Spain)	
Dec	25	41	59.50	124.75	
Rough Average	31 hours / month	57 hours/month	68 hours/month	111 hours/month	115 hours/month

MEMO

То:	Becker Town Board
From:	Lucinda Messman, Clerk
RE:	OPG-3/Laserfische software management
Date:	6/9/2017

In July 2016, Laserfische was installed on two Township computers (Cindy's and Tanya's). We just received the bill from the city for our portion of the maintenance. We use this system to maintain permits/documentation by address after final approvals are complete. It is useful when calls come in and works well. I use it quite often. As we move more towards electronic records, it gets used more and more.

After a year of use, Tanya has said she has never used the license/software that was put on the computer she uses and we could remove it. Cost of this is \$145/year.

We can remove or we could have it moved to the computer Fran uses? Or, the City of Becker has expressed a possible interest in the license. It depends if the Township wants it or not.

I do not know if there would be any cancelation fees as I need some direction of the board. I realize that there may not be a good answer until after the board decides on budget issues.

It is on the agenda for discussion. The City of Becker had already paid the entire bill by the time I received the paperwork, so I do not know if we can cancel the rest of this year.

Week One

June 19 (Monday) Holiday Inn 75 37th Ave S St Cloud MN 320-253-9000

June 20 (Tuesday) **LOCATION CHANGE!**

Prairie's Edge Casino 5616 Prairie's Edge Lane Granite Falls MN 320-564-2121

Time Frame for These Locations

Registration Opens: 8:00am Session Begins: 8:30am Session Adjourns: 3:00pm

Week Two

June 26 (Monday) **Bigwood Event Center** Country Inn & Suites 925 Western Ave Fergus Falls MN 218-739-2211

June 27 (Tuesday) Ralph Engelstad Arena 525 Brooks Ave N

Thief River Falls MN 218-681-2183

Time Frame for These Locations

Registration Opens: 8:00am Session Begins: 8:30am Session Adjourns: 3:00pm

June 28 (Wednesday) Northern Lights 6800 Y Frontage Rd Walker MN 866-878-2327

Country Inn & Suites

June 22 (Thursday)

Time Frame for

These Locations

Registration Opens: 1:00pm

Session Begins: 1:30pm

Session Adjourns: 8:00pm

1900 Premier Drive

Mankato MN 507-388-8555

Kahler Apache 1517 16th St SW

Rochester MN

507-289-8866

June 29 (Thursday)

Black Bear

1785 Hwy 210 Carlton MN 888-771-0777

Time Frame for These Locations Registration Opens: 1:00pm Session Begins: 1:30pm Session Adjourns: 8:00pm

Nonprofit Organization U.S. Postage June 21 (Wednesday) Course Officers hort S Township Summer

Michael, MN Permit #12 PAID S.

201

Minnesota Association of Townships

805 Central Avenue East PO Box 267



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55308-0248



Minnesota Association of Townships 2017 Summer norte Gourses Grassroots Government Minnes<u>ota</u> Association of Townships **June 19-22** St Cloud | Granite Falls | *Mankato | *Rochester **June 26-29** Fergus Falls | Thief River Falls | *Walker | *Carlton *Afternoon (1:30pm) Start Time for these locations. Start Time for: Start Time for: St Cloud, Granite Falls Mankato, Rochester Fergus Falls, Thief River Walker, Carlton Registration Opens: 8:00am Registration Opens: 1:00pm Session Begins: 8:30am Session Begins: 1:30pm Session Adjourns: 3:00pm Session Adjourns: 8:00pm **Open to MN Public Officials**