

**Becker Township Board Meeting
Tentative Agenda –October 16, 2017**

1. Call to order and Verification of quorum
 2. Consent Agenda
 - a. Minutes – September Regular Meeting
 - b. Minutes – October 3, 2017 Special Meeting
 - c. Minutes – September 19, 2017 Emergency Meeting
 - d. Sale of Tax Forfeited Land – Authorize Chair to sign
 - e. Snake River Trail Work – Sherburne County Notice
 3. Approval of Regular Agenda
 4. Appointment of Supervisor to Vacancy
 5. Oath of Office
 6. Sheriff's report
 7. Residential Concerns/open forum.
 - a. Dale Kipp
 - b. other
 8. TPC/JPB Updates
 - a. Hideout Memo
 - b. Monroe Memo
 - c. Permit Process Review
 - d. Malberg Variance
 9. Engineer's Report
 - a. 185th Avenue update
 - b. Other
 - i. Partial payment
 10. Supervisors
 - a. Fire board
 - b. Sherburne County Parks, Trails & Active Living
 - c. Highway 25 Corridor
 - d. Road Report
 - e. Review of General Maintenance Contract for content/length of term
 - f.
 11. Treasurer's Reports
 - a. Treasurer's Report
 - b. Payment of Warrants
 12. Other
 - a. Fire inspection report
 - b. Cedar Trees by gazebo
 - c. Local Road Improvement Funding Program – who to look into?
 13. Adjourn
-

**Becker Township Board
Town Board Emergency Meeting
September 19, 2017**

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

Absent: Tanya Danielson, Seat #1 vacancy

Staff members present: None

Others present: None

Meeting called to order by Chair Kolbinger at 4:30 p.m., quorum verified.

Review of what is happening on 185th Ave SE in conjunction with road project. Briefly:

- Contractor put up Road Closed signs
- Someone moved signs into ditch last night
- Township Engineer put them back up
- Signs in ditch again this morning. This is a safety and liability issue for the Township.
- Signs put back up and Sheriff's department contacted. They are patrolling more.
- Clerk took photos of signs in place this morning.
- Discussion of feasibility of putting the signs permanently into the road surface since it would be replaced. Continued law enforcement presence and daily checking signs is best that Township can accomplish.
- Attorney Bourgeois sent comment regarding township liability issues.
- **Motion to approve Resolution 2017-15B: RESOLUTION TEMPORARILY CLOSING CERTAIN TOWN ROADS DURING ROAD CONSTRUCTION [full text on file] by Wilkening. Second by Babler. Motion carried, all voting in favor.**

Meeting adjourned at 4:37 pm

Brian Kolbinger, Chair

Lucinda Messman, Clerk

Becker Township Board
Town Board Meeting
September 18, 2017

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

Absent: Joe Danielson, Seat #1 vacancy

Staff members present: Kelli Bourgeois - Township attorney, Wes Davis – Township Engineer (7:30 p.m.), Jacob Sanders – City of Becker Planner

Others present: Sgt. Dan Franks – Sherburne County Sheriff; Tony Wruck – Wruck Excavating; Bill Morgan – Sherburne Citizen Tribune; Tom Scheiber, Al Fossen, Zac Johnson (7:20)

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

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

- a. Minutes, August 14, 2017 Special Meeting
- b. Minutes, August 22, 2017 Special Meeting
- c. Upcoming EFT's City of Becker; PERA; Xcel Energy; Ace Disposal; Midco Business
- d. MPCA no comment re: intent to reissue Solid Waste Permit to JME of Monticello
- e. Preliminary 2017 Tax Value Information
- f. No Comment regarding Bicycle Path
- g. Certification of Levy to county

Motion to approve meeting agenda after striking item 6a by Wilkening. Second by Babler.

Motion carried, unanimous.

Sheriff's Report

- 207 Calls
- 11 Thefts
- 91 Traffic Stops – most complaints from highway 10
- Shooting complaints have resumed, hunting seasons have started. Reminder that township allows shooting in a safe manner.

Residential Open Forum

- Tom Schieber
 - Would like to build a shed on parcel 05-435-0105. Lot 1, Block 1 Oakwood Estates
 - Received a land use permit from Sherburne County approved shed where he wants to build– showed to Board members.
 - Easement is huge on parcel (nearly the entire back yard). Plat was never delineated – just larger than needed easement created to avoid delineation costs.
 - Sewer inspection has been completed.
 - Sanders:
 - Strange for easement to be this size – not sure why
 - There are drainage ditches and a private ditch
 - Township Engineer stated the building would be partially in the drainage easement and recommends a different location for the building.
 - Mr. Scheiber was told the building needs to be 75' from the County Road Right of Way

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- After discussion, Sanders to double check the setback on the North (Santiago) side of the parcel.
- Supervisor Wilkening – several things to consider as a fix is possible with expense and time.
 - First, change the easement line. This may be costly, but delineating the wetland would give a truer wetland area.
 - Second, file an application to vacate the portion of the easement that is no longer classified as wetlands (after the delineation).
 - Third, rededicate the portion of wetlands that need to be in the easement.
- Zac Johnson Subdivision Research
 - Overhead photo (see all photos/maps submitted in Parcel Id File 05-126-1100) displayed to board showing location.
 - Mr. Johnson would like to do a 20 acres metes and bounds split and use the easement he has that accesses property as a driveway. When discussing with staff, discovered need for township road.
 - Sanders: issue is the subdividing
 - If less than 20 acres, it requires the platting process, and roads
 - If 20 or more acres, metes and bounds is possible. Exemption from subdivision regulations, but still have to follow driveway ordinance regulations and connect to a public road.
 - Mr. Johnson doesn't feel he should need to put in a township road. He asked if private roads would be allowed? No, not by our ordinance. They do own another private road (177th Ave) so why can they not here? Ordinance changed in 2009 – Township no longer allows private roads. Discussion of what was vs. what is now.
 - Options for 05-126-1100? If Mr. Johnson builds a road, he asked if the Township would maintain, plow, etc.. His original plan was to create a driveway from 185th to the property.
 - Attorney Bourgeois:
 - The 150 Acre parcel is a legal, non-conforming parcel. By MN State Law and Township Ordinance, a legal non-conforming cannot be expanded.
 - If Mr. Johnson would like to do a 5 acre parcel, it requires a plat with a road.
 - If a 20 acre parcel, a metes and bounds split is possible, but a road is still required. The road would need to go to the edge of the driveway and be 10' back from the East property line. Road standards with a turnaround would be required. Owner would have to obtain whatever Right of Way is necessary.
 - If there is a road, there are a lot of future possibilities. Reminder to board that lot standards still have to be met.
 - A developers agreement would need to be entered into if a plat is selected as the option to follow. This is not a moving of dirt, there are many processes involved.
 - Mr. Johnson: If a full Township road is installed, once completed at Township Standards, the Township would accept and maintain at that point? Yes.
 - Township Engineer: Township road design standards require a 7 ton paved road minimum.
 - Chair asked for verification of statement, “so this cannot be split without a road as our ordinance currently stands. Correct?” That is correct.
 - Parcel 05-122-3204 also referenced, but it wouldn't be allowed today. In 2009 the Township took over its own planning and zoning.

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- Mr. Johnson: If he just builds a house on the 150 acre parcel, if a road still required? Yes. However, Town Board suggested taking it up at the Planning Commission meeting on October 9, 2017 at 7 pm.. That board could be asked to consider amending the definition of a driveway in our zoning ordinance. That seems to be what is holding this up.
- Cul-de-sac mowing/brushing on 172nd was brought up and photos shown to board. Supervisor Danielson (not present) had reported to Chair Kolbinger that these are taken care of and the grinding of stumps should be completed soon.
- Al Fossen – Hidden Haven Home Owners Association Co-President request for 25 mph speed limits in their development. Reasons:
 - Smaller lots than other developments.
 - MN Dot representative told him that the Town Board can use statutes to make the speed limits come under Township Authority.
 - All roads in the Hidden Haven Development are under ½ mile
 - Discussion of statutes
 - Chair Kolbinger stated that when checking statutes it was discovered that the 25 mph signs put up by previous boards were illegal, that is reason for change to 35 mph.
 - Rural residential district vs. residential and residential road discussed.
 - Township Engineer responded that Yes, a residential road may be able to be adopted. If that is done, each road needs to be signed as 25 mph. Residential Roadways were never adopted when the original 25 mph signs were installed. Engineer and clerk to get information on these roads together for next meeting.
 - Board to review how many of these type of roads we have and how many would be included in a residential road resolution as they desire consistency in speed limits. They will look at this more by the next monthly meeting. Directed staff to prepare needed information. Directed Engineer to verify the different children signs that may be available for next month.

Town Planning Commission/Joint Planning Board Update

- RFP Deadline for Inspector was August 11, 2017. Two very different quotes came in and review of the quotes vs. bringing inspection services in-house.
- Retaining wall in easement. Permits are not in order at this time.
- New/Revised Building permits are now online at the Becker Township website. Township permits are completely separate from City Permits due to ordinance differences. This is easier for staff. The Township permits will be available on the City of Becker website soon.

Engineer's Report

- 185th Avenue
 - Project going well. Grubbing scheduled for this week. Reclaim to start Thursday.
 - A lot of traffic control issues. Drivers continue to exit the regular Carefree entrance though there is another to use. Wes spoke with Mike and they have maps out and have emailed all residents. There are signs as well.
 - Township is legally doing what it can.
- 112th Culvert Replacement

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- Project went smoothly. Extra class 5 was necessary to regrade. Recommend payment. **Motion by Wilkening to pay \$52,883.31 to M.L. Schendzielos and Sons for the 112th Street Culvert replacement. Second by Babler. Motion carried, all voting in favor.**
- Retainage – Hardrives for various 2016 projects. **Motion to pay Hardrives the retainage of \$10,275.56 by Wilkening. Second by Babler. Motion carried, all voting in favor.**
- Holtz Driveway. Approved last month and Engineer has inspected. Motion was missed. **Motion to approve secondary access by Babler. Second by Wilkening. Motion carried, all voting in favor.**
- Sign Stickers. Township Engineer recommends a dated sticker for inventory and future replacement. Some signs require replacement in 4 years, some 12 years, etc.. It is easier to check if there are stickers indicating this on the signs. Wes received quotes from Neuman Signs for \$.20 per sticker. Total cost approximately \$250. Another quote is coming. **Motion to have Township Engineer use discretion and order appropriate stickers for Township signs by Wilkening. Second by Babler. Motion carried, all voting in favor.**

Supervisors Reports

- Fire Board – Standard meeting. Moving forward with Santiago (Station 2) agreement. Have maintained agreement for years – renewal.
- Trails and Active living – no meeting
- Highway 25 Corridor – Traffic studies have started. Interesting numbers. They use third party data (gps, maps, etc) to determine that there are approximately 23,000 trips over the bridge on highway 25 per day. Highway 11 is the highest route taken. When completed, they will determine where to push for access.
- EDA Grant Letter of Support and Resolution – **Motion to send a letter of support and Resolution 2017-14: RESOLUTION IN SUPPORT OF SHERBURNE COUNTY SUBMITTING A GRANT APPLICATION TO THE DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION FOR ASSISTING COAL COMMUNITIES FUNDING [full text on file] by Wilkening. Second by Babler. Motion carried, all voting in favor.**
- Fall Road Tour – October 21, 2017 at 7:30 a.m..
- Vacancy – 5 candidates interested – ideas discussed about how to handle. Determined to hold a special meeting on October 3 or 5. Clerk to verify availability with candidates and schedule/post as needed.
- Hideout – new owner liquor license comments required by county. Favorable. Clerk to forward.
- Snowplow Contract – official award required. **Motion to award Wruck Excavation the 2017-2019 Snow and Ice Control Contract by Wilkening. Second by Babler. Motion carried, all voting in favor.**
- General Maintenance contract – discussion tabled for next meeting.
- Theco Tax abatement – request has been made to county for abatement of taxes

Treasurer's Report

- **Motion to approve Treasurers report by Babler. Second by Wilkening. Motion carried, all voting in favor.**
- **Motion to pay warrants 13650-13669 and purchase orders 875724-875728 in the amount of \$107,446.85 by Wilkening. Second by Babler. Motion carried, unanimous.**

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Other

- Insurance report viewed. **Motion to approve Resolution 2017-13B: A resolution approving replacement cost coverage by Wilkening. Second by Babler. Motion carried, all voting in favor.**

Meeting adjourned at 8:31 pm

Brian Kolbinger, Chair

Lucinda Messman, Clerk

DRAFT

Becker Township Board
Special Board Meeting
October 3, 2017

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

Others present: Craig Fast, Ben Miller, Gary Gilbert, Scott Bourquin, Fran Seeley

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

All applicants were thanked for their attendance.

Applicants introduced themselves.

Chair explained responsibilities of Town Supervisors and their role in Township government. Then question and answer session with all candidates.

Motion to Adjourn by Wilkening. Meeting adjourned at 7:52 p.m.

Brian Kolbinger, Chair

Lucinda Messman, Clerk

Sherburne County
AUDITOR/TREASURER
DIANE ARNOLD



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

September 20, 2017

To: Town Clerks, City Clerks and Administrators/Chairpersons

From: Diane Arnold, Auditor/Treasurer

Re: Sale of Tax Forfeited Land

Enclosed is a list of tax forfeited parcels approved for sale by our county commissioners, a map of the parcels, a signature page and a questionnaire. We will hold two types of sales, a public sale and a closed bid sale. The closed bid sale will be offered to adjacent property owners only. Please review these parcels to determine (1) whether you are interested in acquiring the parcel and (2) whether there are any known issues with the parcel. The signature page needs the signatures of your board or council and/or a resolution. This needs to be returned to our office within 60 days.

Any known issues can be reported on the questionnaire and sent to Greg Olson at the Sherburne County Assessor's office or emailed to greg.olson@co.sherburne.mn.us.

If you have any questions, please call Amy at 763-765-4361.

Thank you for your attention.

enc

**CERTIFICATE OF COUNTY BOARD OF CLASSIFICATION OF FORFEITED
LANDS AS DESCRIBED BY CHAPTER 386, LAWS 1935 AS AMENDED.**

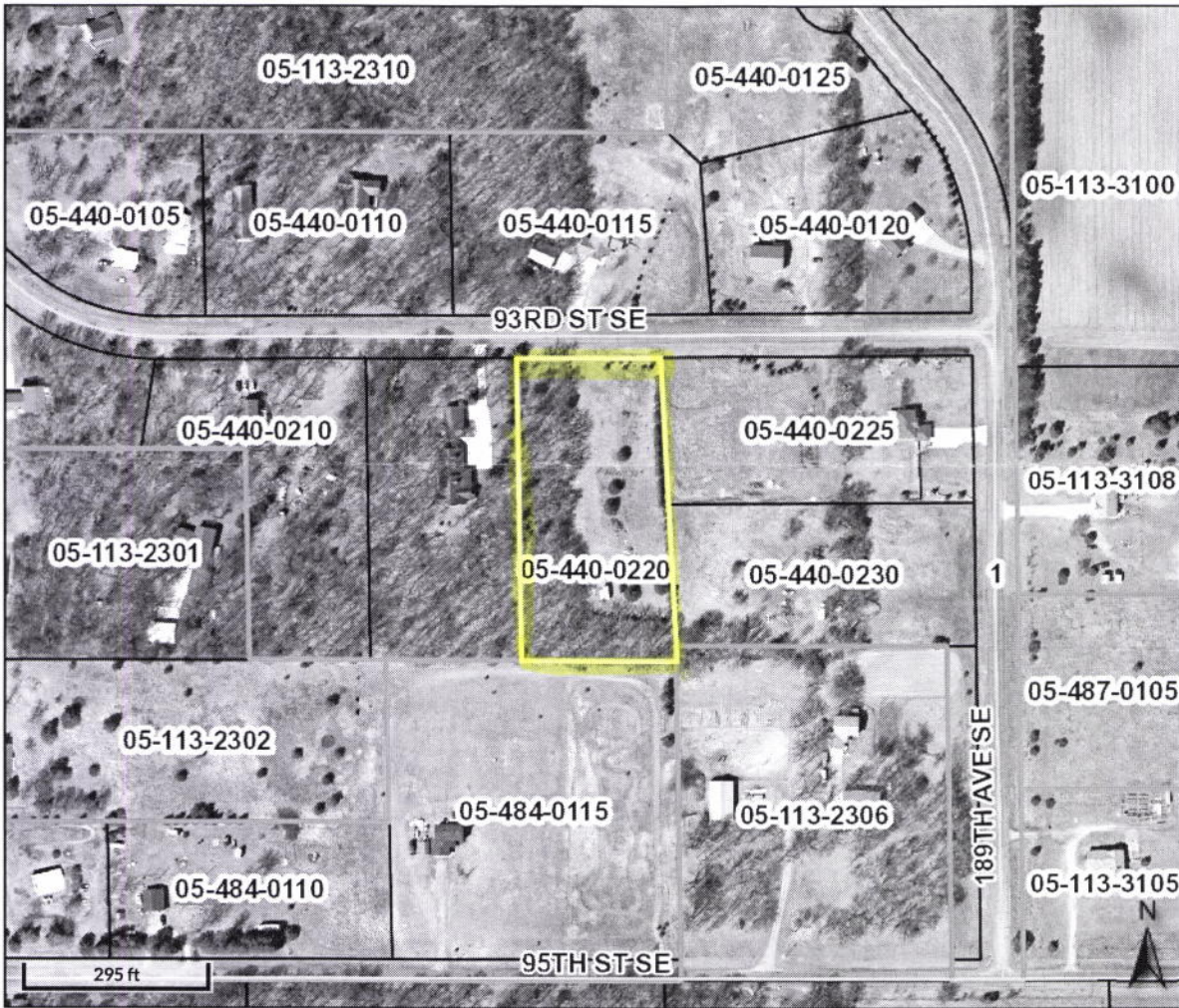
To the town of Becker of Sherburne County

We, the members of the County Board of the County of Sherburne, Minnesota, do hereby certify that the parcels of land hereinafter listed are all of the lands which have been classified by us as non-conservation lands, from the list of lands forfeited to the State of Minnesota for non-payment of taxes as provided by Minnesota Statutes 1945, Section 282.01 as amended.

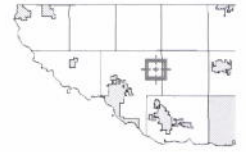
05-440-0220

Deer Forest

Lot 4 Block 2



Overview



Legend

- Townships
- Roads
- Plats
- Parcels

Parcel ID	05-440-0220	Alternate ID	n/a	Owner Address	n/a
Sec/Twp/Rng	13-34-28	Class	670-Tax Forfeited-Real Estate/PILT or Sev Min		
Property Address		Acreage	2.5		
District	BECKER				
Brief Tax Description	n/a				

(Note: Not to be used on legal documents)

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Disclaimer for St Cloud Parcels: Sherburne County information about St Cloud properties are limited to classification and value. Any questions regarding additional information please contact the City of St Cloud's assessor office.

Date created: 3/17/2017
 Last Data Uploaded: 3/16/2017 11:43:50 PM

SHERBURNE COUNTY

RESOLUTION 031417-AD-1768

Sherburne County Board of Commissioners

WHEREAS, The County Board of Commissioners of the County of Sherburne, State of Minnesota, desires to offer for sale certain parcels of land that have forfeited to the State of Minnesota for non-payment of taxes, and

WHEREAS, Said parcels of land have been viewed and have been classified as non-conservation lands, as provided for in Minnesota Statutes 282.01.

NOW, THEREFORE, BE IT RESOLVED That the Sherburne County Board of Commissioners hereby certified that all parcels of land on the attached list have been viewed and comply with the provisions of Minnesota Statutes 85.012; 92.461; 282.01, Subd. 8; 282.018 and the 1991 Laws of Minnesota Ch. 354, Art. 10 Sec. 9, amending M.S. Sec 282.018, Subd. 2 (1990).

BE IT FURTHER RESOLVED That the Sherburne County Board of Commissioners hereby request approval from the Minnesota Department of Natural Resources for the sale of said lands.

The question was on the adoption of the resolution, and there were 5 YEAS and 0 NAYS as follows:

COUNTY OF SHERBURNE BOARD OF COUNTY COMMISSIONERS	Yea	Nay	Other
Barbara Burandt	<u>✓</u>	_____	_____
Ewald Peterson	<u>✓</u>	_____	_____
Tim Dolan	<u>✓</u>	_____	_____
Felix Schmiesing	<u>✓</u>	_____	_____
Lisa Fobbe	<u>✓</u>	_____	_____

Attest: Steve Taylor
Steve Taylor
Clerk of the County Board

Date: 3/14/2017

In witness whereof we have hereunto subscribed our names this 14 day of March, 2017.

[Signature] *Chairman

[Signature]
Edward Petersen

[Signature]
[Signature]

Attest:

[Signature]
Auditor/Treasurer, Sherburne, Minnesota

The foregoing classification and sale is hereby approved.

Dated _____, 2017.

By the Town/City Board of _____ of Sherburne County, Minnesota.

Questionnaire

Date 10-13-2017

PID 05-440-0220

Municipality Becker Township

Please complete this questionnaire by providing the following information:

How is this property zoned? General Rural

Do you have your zoning and subdivision requirements on line? yes

Are there any known zoning violations? NO

If vacant, is the property buildable under your local ordinance? yes

Are there any land use violations? County Administrators - none known

Who should prospective buyers contact regarding a wetland delineation for this property?
Sherburne County

Are there any known hazards or contamination issues with the property? No

Are there Special assessments owing or pending? NO

Is there any known garbage or trash on the site? NO

Are there any structures on this property? unknown - none permitted
Please describe: _____

Is there a septic system on the property? No and is it compliant? _____

Is there a well on the property? No

Are there any other issues or concerns related to this property that you can tell us about?

Information provided by Lucinda Messman Date 10-13-2017

Please return this form with your approved Resolution to Sherburne County Auditor/Treasurer Property Tax Manager.

Sherburne County
PUBLIC WORKS DEPARTMENT

425 Jackson Avenue
Elk River, MN 55330
(763) 765-3300
1-800-594-5208
Fax: (763) 765-3366



September 27, 2017

Dear Landowners,

This is a courtesy letter informing you that the Sherburne County Maintenance Department will be performing tree clearing operations over the unpaved portion of the trail system in the Snake River Estates plat. This work will be performed sometime this fall/winter when time allows for our maintenance crews. The easement lines will be identified in the field prior to the start of any tree clearing. If residents have any permanent landscaping or other items within the trail easement, we ask that you remove them by the end of October. Any items not removed will be hauled away by the county's maintenance department.

The developer dedicated this 12' trail easement to the county at the time the plat was created and is shown on the attached layout. If you should have questions, please contact me or Daniel Knapek, Assistant County Engineer at 763-765-3353

Respectfully,

Patti Kukowski
Right of Way Agent
763-765-3358



1 inch = 200 feet



October 13th, 2017

MEMORANDUM

TO: Town Board

FROM: Jacob Sanders
City Planner

SUBJECT: **Sign Violations – The Hideout**

Staff noticed this past week that the Hideout has placed a bunch of temporary signs in the right of way. A violation notice will be drafted and sent to the property owner regarding said violations. The Hideout has received a violation notice in the past.

Recommendations

- Comments/Discussion?

Request for Town Board Action

Meeting Date: 10/16/2017



Agenda Item #/Location: TPC/JPB Updates		Description: Monroe Violation Notice	
Support Documentation	<input type="checkbox"/> None <input checked="" type="checkbox"/> As described: See attached memo		
Background/Key Issues	See attached		
Board Action Requested	<input type="checkbox"/> Information/Review <input checked="" type="checkbox"/> Motion to approve/disapprove Resolution to be presented at meeting time. <input type="checkbox"/> Other:		
Deadline Involved? <u>10/16/2017</u>			
Action Taken	<input type="checkbox"/> Approved as Requested <input type="checkbox"/> Denied <input type="checkbox"/> Tabled		<input type="checkbox"/> Report Accepted <input type="checkbox"/> Other



October 13th, 2017

MEMORANDUM

TO: Town Board

FROM: Jacob Sanders
City Planner

SUBJECT: **Monroe Residence – Final Violation Notice – Rocks and Soil in Right-of-Way**

A Final Violation Notice, was sent out on October 4th, 2017 to the property owners, Christopher and Jennifer Monroe, of 15787 103rd Street SE. The violation noted continued violation of Township Ordinances, specifically placing and leaving items in the Right of Way. Items left in the right of way included large piles of medium to large boulders, as well as a sediment log (soil pile). Said property owners were told that these were public safety risks and that they needed to remove them immediately. An inspection was scheduled for October 13th, 2017 by the Zoning Administrator to see if property owners completed the task. Today, October 13th, the Zoning Administrator made the scheduled inspection. The piles of boulders and the sediment logs were still in the ditch invert as documented by pictures (see “Exhibit A” and “Exhibit B” respectively).

Recommendations

- Motion and a second for approval for the Township to remove the piles of boulders and sediment log from the Right of Way and charge all associated costs the Township incurs for bringing the Right of Way into conformance with Township Ordinance and Minnesota State Law back to the property owners Christopher and Jennifer Monroe. If the amount is not paid by said property owner costs will be assessed to the property referenced above.

EXHIBIT A



EXHIBIT B





October 13th, 2017

MEMORANDUM

TO: Town Board

FROM: Jacob Sanders
City Planner

SUBJECT: **Building Permit Process**

INTRODUCTION

Over the past several weeks the City of Becker and Becker Township staff have been receiving complaints regarding building permits. These complaints range from builders frustrated with the time it takes to review to residents who wonder why they have to have a survey.

In order to help the Planning Commission, Town Board and Joint Planning Board better understand the permitting process staff wanted to write this memo relaying the process from start to finish using one of the permits. This memo also includes reasons as to why specific items are requested and some of the common complaints that have been received.

PERMITTING PROCESS AND REQUIRED SUBMITTALS

The permit used to go through the process in this memo is the Single Family or Multi-Family Residence (Over 5 Acres). As a note, all of the items you see requested in the permit are from building code, zoning code, or state statute. This code has been in place for some time. When an individual property owner wants to build a home they either download the permit from the Becker Township website or pick one up from City Hall. The permit is then submitted to City Hall staff for review. The first page of the permit requires the applicant to fill out specific site information, legal description and applicant, owner and contractor (if they are using one, if not it they put themselves) information along with a description of the work, job valuation and a signature of either the property owner, contractor or subcontractor responsible for the work completed. Whoever signs this signature assumes responsibility for the work completed. This includes not only completing the work, but assuring that all state and local codes and ordinances are followed. Therefore it is extremely important that either the homeowner or contractor signs it. Additionally, the property owner has to be listed on the form and verified by staff so that someone else is not submitting a permit for a property that is not their own.

Page number two (2) helps staff to make sure that all required information, verifications, outside permits and appropriate department review signatures have been obtained. These pieces of information are important to protecting the Township, property owners and any neighboring property owners as well as helping facilitate orderly growth. If these pieces of information are not completed or review signatures not obtained then the Township would have a plethora of problems to deal with. For example, a land use permit is required from the county to make sure that any proposed structure is not encroaching upon wetlands or shoreland and that both state and local regulations are being followed.

Page number three (3) is the permit checklist. This checklist varies slightly from permit to permit. For example, interior building permits require less information from the zoning and engineering side and are more for the building inspectors. As such, interior permits do not have as many submittal requirements. You will notice at the top of the permit checklist there is a paragraph asking applicants to allow up to three weeks for review and issuance of the permit. This has been on the building permits for a long time. Staff receives a lot of permits and we need to make sure that they are following the Township codes when reviewing so it takes a little time. The following box with text states that all documents are required at the time of submittal and to avoid delay, applicants should carefully read all instructions and check each box as they complete the item. Applicants are told that their application is not deemed complete until all of the required checklist items are received.

The following is a breakdown of the items required on the permit:

- *Electrical Permits*
 - All electrical permits are handled by the state electrical inspector, Kelly Johnson (assigned for Sherburne County). Owners are responsible for getting in contact with him and making sure they obtain all necessary permits and inspections.

- *Building Permit Application (Filled out with Signature of responsible party)*

- *Septic Compliance or proof of new septic installation (dated within the last 10 years)*
 - New homes require a septic permit to be submitted in tandem with the home building permit.

- *Approved Land Use Permit from Sherburne County*
 - This has to be given to us. A receipt for the application of the permit is not the same as the approval from Sherburne County via written letter.

- *Two (2) paper sets of building plans **drawn to scale***
 - You will notice that drawn to scale is bolded. Many times we get complaints from individuals or builders about us requesting that drawings need to be drawn to scale. A scale drawing allows us/building inspector to take measurements if needed in order to adequately review the plan. It also helps if someone is missing a measurement we can measure the drawing to make sure all of the codes are being met.

- *Certificate of Survey unless the following can be met. If all of the following statements are true then a detailed site plan (that contains and shows all information shown below) may be submitted in place of the survey.*
 - There is series of checkboxes for the applicant to see if they are able to submit a detailed site plan in place of a survey.

- There is also a detailed checklist showing what information must be included on the Certificate of Survey. This comes directly from the Building Code for Becker Township.
- On lots under 5 acres (different permit) a certificate of survey is required for Single and Multi-Family Residences as well as Accessory Structures.
- The statement below the check boxes must be signed by either the property owner or the contractor (whomever is going to be liable for the work completed).
- If submitting a detailed site plan the applicant must still include a drawing with the application that contains and meets the checklists for detailed site plans listed in the permit.
 - We receive quite a few complaints from people submitting scribble or illegible drawings that wonder why a detailed site plan is submitted.
 - Scale drawn, detailed site plans are required for us to actually review the permit and plan and to make sure that all proposed structures are meeting the zoning ordinance. In addition, detailed site plan information (clearly and legibly drawn to scale) makes the permitting process go faster as it is quicker to review these permits. If information is missing or information is not legible we have to go back to the applicant, request new information and wait until they have submitted the correct drawing.
- *New Construction Energy Code N1101.8 Compliance Certificate / Passive Radon System Detail. (Required by State Law)*
- *Separate Septic Permit (for new homes)*
 - State statute requires that septic systems be a minimum of 36" above mottling. We look for this in the soil borings and logs or through a statement by the designer to make sure that systems are designed with vertically appropriate parameters that meet code.
- *Driveway Permit Application*
 - The Driveway permit, recently added, allows staff to make sure that individuals are aware of the engineering standards of the township for driveways and gives staff the opportunity to inspect the driveway once put in for any problems. An example where not having the driveway permit and inspection process is the recent issue with headwalls in the right of way. If person was snowmobiling and hit a pile of rocks or a retaining wall in the right of way the township is liable not the property owner. No permit is released to the Building Inspector for review until the Planner and Engineer have reviewed it.
 - Again, the major reason this has been implemented is to protect the Township from legal action arising from the action of a property owner.
- *All projects requiring excavation will need a soil boring at the site to verify building three feet above mottling. (If a survey was done usually this is indicated in the septic permit)*
 - If they did not have a survey completed this has to be submitted with the application. The reason this is important is to make sure that buildings won't have flooding problems from being built too close to the high water line.
- *Electronic submission of all documents larger than 8.5" x 11" to permits@ci.becker.mn.us*
 - We keep electronic files of all permits. We do not currently have an oversize scanner so anything larger than letter size we cannot scan.

- *Other documentation and information requested by the Township and reasonably necessary for adequate review and evaluation of the proposed activity for which the building permit is being requested.*
 - This is a huge one. The permit submittals are minimum requirements. Not all properties are the same, however, each individual property has unique characteristics and sometimes other additional submittals may be required in order for the Township staff to adequately review a permit to make sure it is in line with all applicable laws and ordinances and to protect the township, property owner and property owner's neighbors now and in the future.

- Two clauses are stated at the end. These are for information purposes to the property owner, applicant or contractor regarding denial of building permits and prohibition of equipment on Town roads.

EXAMPLES

The rest of the documents attached to the permit are either checklists for required drawings and information that must be shown on the drawings or permits/examples of permits that must be submitted and approved in tandem.

Staff Recommendations/Requests:

-Comments/Questions?



Accessory Structures (Lots Over 5 Acres) Building Permit Application

PLEASE PRINT CLEARLY

Date: _____ Type: Residential Commercial

The Applicant Is: Owner Contractor Architect

Site Information:

Address: _____
 City: _____ State: _____ Zip Code: _____

Legal Description:

Subdivision _____ Lot _____ Block _____ PID _____

Property Owner:

Name: _____
 Contact Person: _____
 Phone: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____

Contractor:

Company Name: _____
 License / Bond: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Contact Person: _____
 Phone: _____ Cell: _____

Describe Work:

Total Job Valuation \$: _____

- *This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced.*
- *I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.*

Township Use Only
Permit #:
Date:
Permit Fee:
Plan Check Fee:
Investigative Fee:
Plumbing Fee:
Mechanical Fee:
Fireplace Fee:
Water Access Charge:
Sewer Access Charge:
Water Meter Fee:
Lawn Escrow:
Water / Sewer Install:
Other:
Other:
LUP Refund:
Surcharge Fee:
Total:

Signature of Contractor/ Responsible Party _____ Print Name _____ Date _____

Approved by Building Inspector / Signature _____ Print Name _____ Date _____

Payment Information / Receipt

Payment Type: <input type="checkbox"/> Check <input type="checkbox"/> Cash <input type="checkbox"/> Card	Date: _____	Total Due: _____
Paid By: _____	Total Amount Paid: _____	

**** BUILDING PERMITS
WILL BE PAID FOR AT
PICK-UP****

Check #: _____

STAFF USE ONLY

Date Submitted

Code Analysis

Type of Construction	
Use of Building	
Occupancy Group	
Occupancy Load	

<input type="checkbox"/> Owner Verified	<input type="checkbox"/> PID Number on Permit
<input type="checkbox"/> Signed by applicant	<input type="checkbox"/> Business License Verified
<input type="checkbox"/> Complete	

County Documents Completed

Land Use Permit Required	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date Received:
County Right-of-Way Access Needed (New Construction)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Driveway Permit <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Right-of-Way Permit from Sherburne County (if, yes)	
Date Received: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	<input type="checkbox"/> Contractor/Resident advised of mailbox requirement	<input type="checkbox"/> Yes <input type="checkbox"/> No

Septic Compliance Completed

Required	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date Completed or, House Built:
If No, Reason:		

Electronic Copies Completed

Required	<input type="checkbox"/> Yes <input type="checkbox"/> No
Location:	

Carefree Country Club Approval

Yes
 No
 (Only Use if Property is part of Carefree Country Club)

Required Review Signatures

City Planner Signature

Date

Township Engineer Approval

Date

<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Needs more Info	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<input type="checkbox"/> Approved <input type="checkbox"/> Approval Attached <input type="checkbox"/> Denied <input type="checkbox"/> Needs more Info	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

Application Complete

Date

PERMIT CHECKLIST

This checklist does not contain all of the requirements of the Minnesota State Building Code or Township Ordinances.

Becker Township and the City of Becker work together to simplify your building project permit process. For your convenience, all building permit paperwork is to be submitted to Becker City Hall. To facilitate your project and the permit process please make sure all components of the application are **completed** prior to submittal. Permitting time will depend on the complexity of the work and the completeness of the document submittals. Please allow up to **three weeks** for review and issuance of the permit.

THE FOLLOWING IS A LIST OF REQUIRED DOCUMENTS DUE AT THE TIME OF SUBMITTAL. TO AVOID DELAY, CAREFULLY READ ALL INSTRUCTIONS AND CHECK EACH BOX AS YOU COMPLETE, ATTACHING EACH DOCUMENT. YOUR APPLICATION IS NOT DEEMED COMPLETE UNTIL ALL OF THE FOLLOWING ITEMS HAVE BEEN RECEIVED!

- Electrical Permits (if required) are given by a state electrical inspector**
 - Building Permit Application**
 - Septic compliance report or proof of new septic installation (dated within the last 10 years)**
 - Compliance reports are completed at the expense of the homeowner. If you need a compliance report completed, please call a septic installer. If you are unsure if one exists, you can call the City (763-200-4239). Please be aware if your septic system fails the compliance check you will be required to update your septic system within 18 months regardless of moving forward with your building permit application.
 - Approved Land Use Permit (LUP) from Sherburne County (see 1.5) (if you have wetlands on your property or on a lot within a river shoreland or scenic river district you are required to obtain this permit.)**
 - Two (2) paper sets of building plans drawn to scale (see 1.4)**
 - Certificate of Survey (see 1.1 and 1.2), unless the following statements can be met. If all of the following statements are true then a detailed site plan (that contains and shows all information shown below) may be submitted in place of the survey. If any of the following statements are not true a survey is REQUIRED.**
 - Does not change the site topography.
 - Does not change drainage patterns.
 - Does not force drainage onto adjoining properties.
 - Site is not located within the 100-year floodplain.
 - Accessory Structure complies with all zoning district setbacks and easements of record.
- Detailed Site Plan (see 1.3 Detailed Site Plan Example) (must show all following information)**
- I _____, do swear that I am the said (property(s) owner) or (contractor) and that the proposed structures, as submitted herein via required documentation, will not change site topography, drainage patterns or force drainage onto adjoining properties now or in the future. In addition, I do swear that the proposed site is not located within the 100-year floodplain and complies with all easements of record.

Only one of the lines (Property Owner or Contractor) must be signed and dated. Whomever is responsible for completing the permitted work as submitted must sign the appropriate line below.

Signature of Property Owner

Date

Signature of Contractor

Date

- Scale of Drawing
 - North Arrow
 - Legal Description of the property
 - Names of all abutting streets
 - Location and dimensions of all existing and proposed buildings
 - Location and dimensions of all existing and proposed accessory structures
 - Location and dimensions of all existing and future garages and deck locations
 - Outside dimensions of the existing accessory structure
 - Outside dimensions of the proposed additions (including decks, porches, stairways, fireplaces, bay and bow windows).
 - (If Necessary) Should the proposed addition be set close to an apparent lot line, and the Building Official and/or Zoning Administrator is not able to determine the setback, the applicant is responsible (via property corners or registered land surveyor) to prove the exact location of the existing lot line, and that the structure will not encroach within the required setback area.
- Driveway Permit Application (if redoing or installing new driveway) submitted in conjunction with the building permit (see 1.6 for Township Driveway and Access Engineering Standards)**
 - All projects requiring excavation will need a soil boring at the site to verify building three feet above mottling. Report detailing the soil boring findings MUST be submitted with this application.**
 - Electronic submission of all documents larger than 8.5"x11" to permits@ci.becker.mn.us.**
 - o The subject line of the email shall include the Property Address / PID # and Builder Name
 - Other documentation and information requested by the Township and reasonably necessary for adequate review and evaluation of the proposed activity for which the building permit is being requested.**
- ❖ The Town Zoning Administrator or Building Official may deny building permits, or require conditions for the purpose of protecting the natural environment and public health, safety and welfare, or for any reason deemed inconsistent with the Comprehensive plan, Zoning Ordinance, or other Township regulation. Denial of or conditions placed upon a building permit may include, but are not limited to:
 1. Structure design that contributes to or causes environmental degradation
 2. Lots or plats that are unique and susceptible to drainage, runoff, and erosion.
 3. Situations in which a professional specialist review, certification, or completion of work is deemed necessary by the Zoning Administrator.
 - ❖ Please be aware the operation of tracked grading equipment on Town Roads is prohibited per State Statute 169.72

Please initial here: (once you have read the building permit, attached all required documents and marked each check box)

Initials

Date

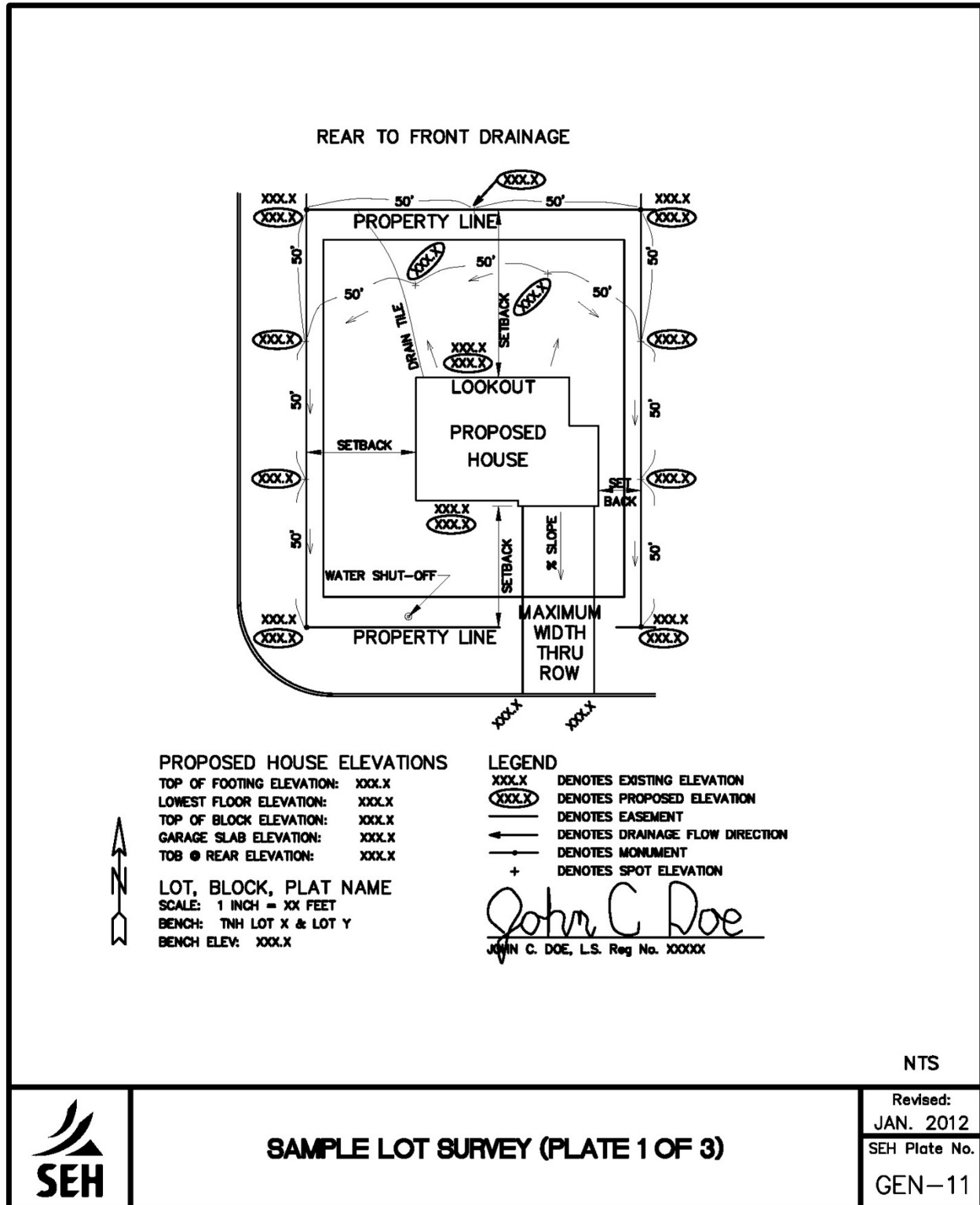
Contact City of Becker with any questions (763-200-4239)
Submit completed building permit applications to:
City of Becker, 12060 Sherburne Ave SE, Becker MN 55308
 Hours: Monday – Friday, 8:00AM – 4:30PM
 Becker Township website: www.beckertownship.org

I.I - CERTIFICATE OF SURVEY CHECKLIST

- All surveys must be certified by a Minnesota Registered Land Surveyor. Civil Engineers may certify topographic surveys. All of the following information is **REQUIRED to be shown on survey!**
- Scale of drawing
- North Arrow
- Legal Description of the property
- Dimensions of all lot lines
- Dimensions of all easements of record
- Location of all utilities (as shown on the recorded plat)
- Names of all abutting streets
- Location of all existing and proposed buildings, accessory structures and future garage and deck locations
- Outside dimensions of the proposed structure (including decks, porches, stairways, fireplaces, and bay and bow windows)
 - Outside dimensions of the proposed structure must be staked on the lot for the building official to inspect.
 - Stakes become the responsibility of the building permit applicant once established by the surveyor.
- Location of stakes established by the surveyor along each side lot line
 - Maintenance of these stakes becomes the responsibility of the building permit applicant once established by the surveyor
- Grade elevations of each lot corner (both existing and proposed elevations)
- Grade elevations of the center of existing or proposed street at each lot line extended and at the driveway.
- Grade elevations of proposed grades around buildings
- Grade elevations of proposed grades around the driveway
- Grade elevations of the proposed grades around retaining walls and walkout (if applicable)
- Proposed floor elevations: (Such elevations may be based on assumed data but shall be tied by the surveyor to a specified benchmark, if there is a known N.G.V.D. within a one-half mile distance. In either case, a benchmark description shall be given on the drawing.
 - Basement
 - Top of foundation
 - Garage
- Proposed disposal of drainage and surface water, indicating direction of surface water drainage by arrows.
 - This must concur with any existing subdivision drainage plan
- Garage noted along with driveway position and percent slope
- Existing wetlands, ponds, streams and lakes
 - For ponds and lakes, the normal water level and the 100-year flood elevation must be indicated on the survey.
- Location of sewer and water connections
 - If stubs for city water and sewer are available at the lot, the location, size and elevation shall be shown on the survey.
 - If stubs are not available at the lot, should survey to determine elevation of inverts of nearest manholes up and down stream of the proposed building and show proposed location on the survey.
 - In the case of private septic systems and wells, location of each shall be shown on the plan as approximate and septic system drain field laid out on the plan with proposed elevations.

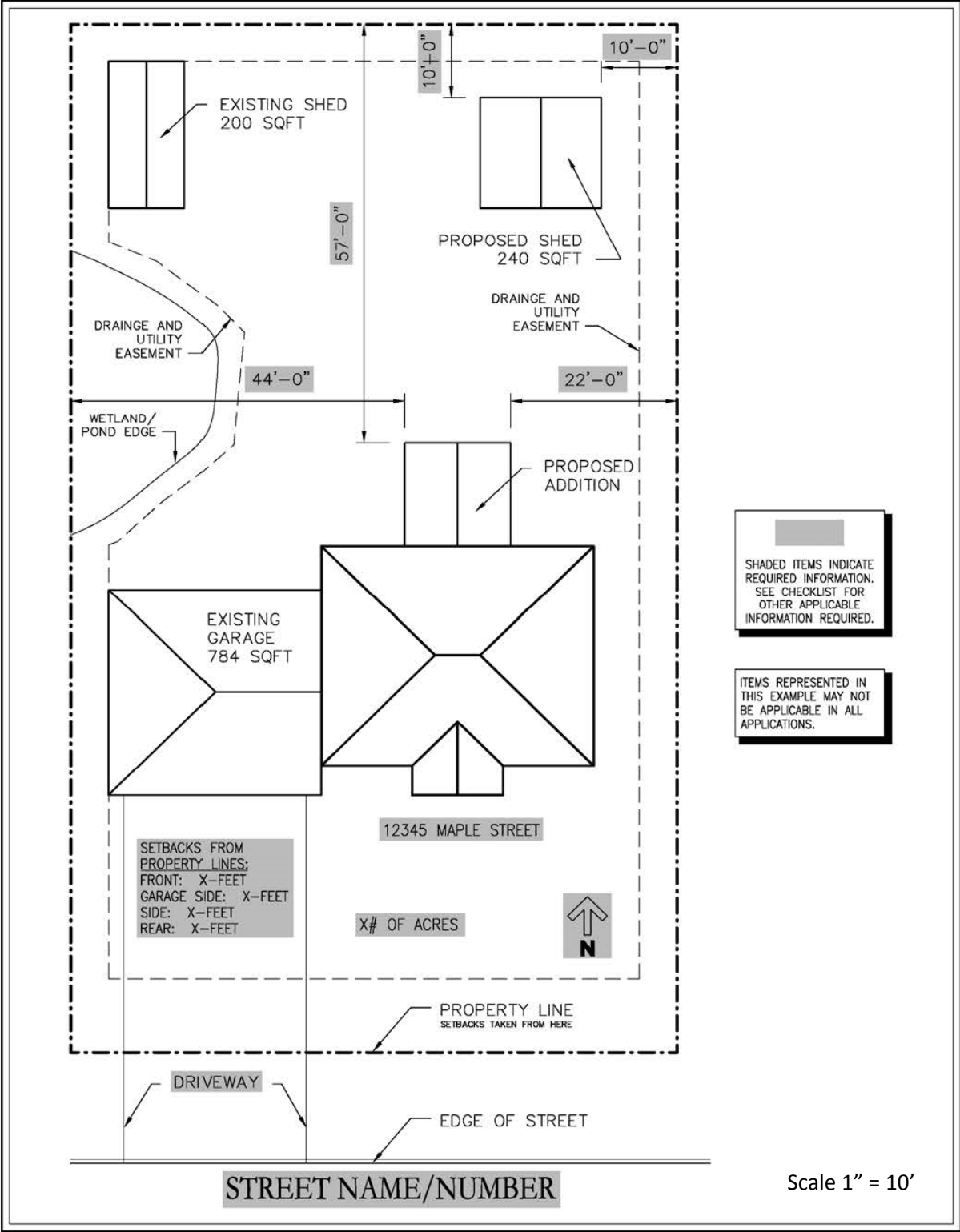
I.2 - CERTIFICATE OF SURVEY EXAMPLE

(see I.1 for all required survey information)



I.3 – DETAILED SITE PLAN EXAMPLE

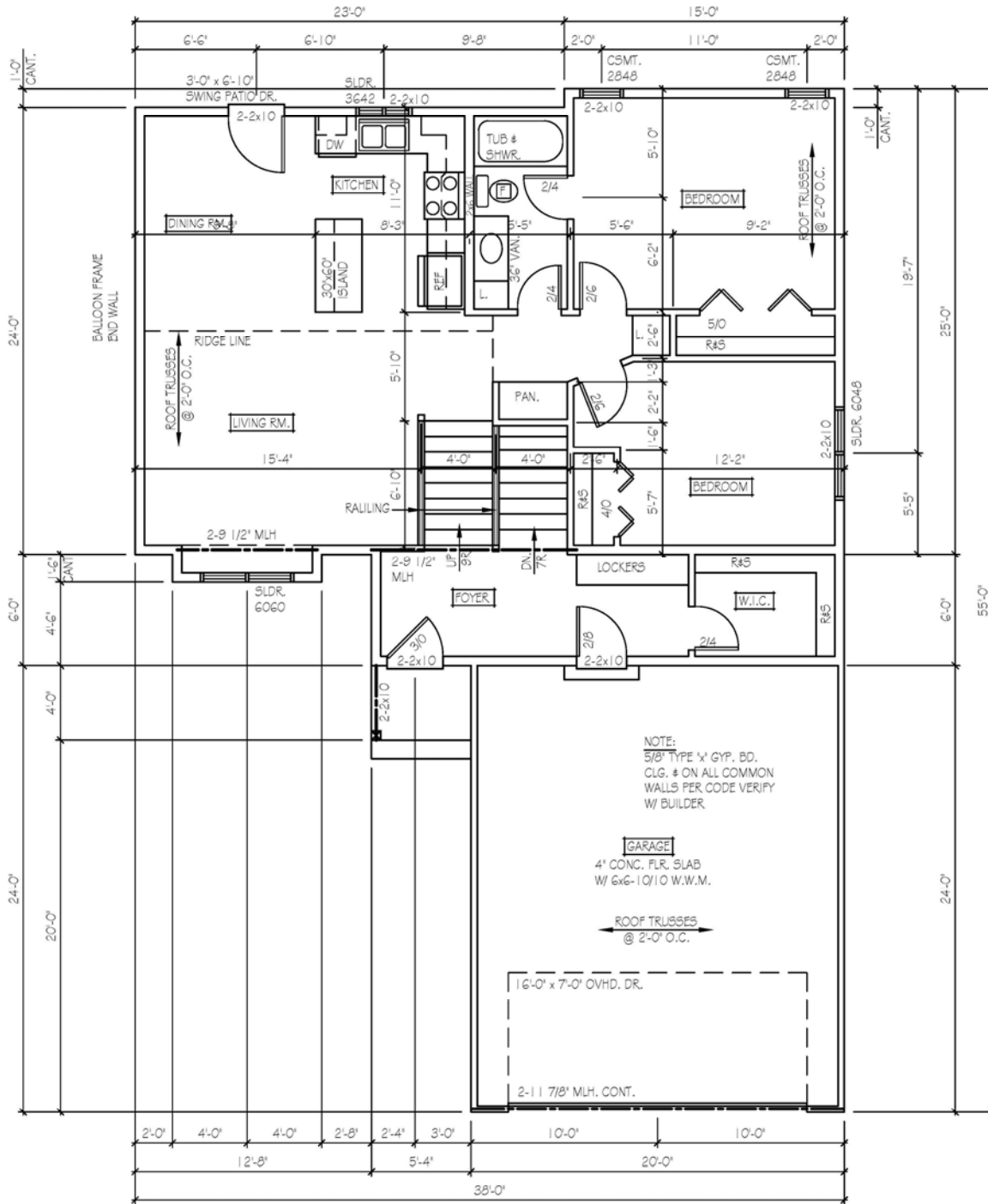
(MUST! be drawn to scale and include all information listed in the Detailed Site Plan Checklist)



I.4 – SAMPLE BUILDING PLAN

(Plans do not need to be professionally or computer drawn (although recommended) but **MUST!** be drawn to scale)

(The following drawing does not show all requirements for building plans. Consult with Building Inspector or Contractor before submitting to make sure you have shown all required elements)



- NOTES:**
- 1) HEADERS AT EXTERIOR DOORS & WINDOWS TO BE SIZED BY SUPPLIER
 - 2) SMOKE DETECTORS AS REQ'D PER CODE
 - 3) SLIDER WINDOWS (UNIT SIZES INDICATED IN INCHES)- VERIFY WINDOW MANUF. W/ BUILDER

I.5 – EXAMPLE LAND USE PERMIT

SHERBURNE COUNTY ZONING ADMINISTRATION

13880 Business Center Drive Elk River, MN 55330
763-765-4450 / 1-800-438-0578 Fax: # 763-765-4467
E-mail: zoning@co.sherburne.mn.us

Date Rec'd by CITY:	
Date Rec'd by COUNTY:	
Land Use Permit Fee:	\$100.00
Note: Other permits and fees may be required after initial Land Use Permit Review	

APPLICATION FOR LAND USE PERMIT

Lake or River: Mississippi Rec & Scenic River Districts: Wetland:

Contractor Name: _____ Mobile/ Pager: _____
Address: _____
City: _____ State: _____ Zip Code _____
Telephone: _____

Property Owner Name: _____ Telephone: _____
Address: _____ Mobile/ Pager: _____
City: _____ State: _____ Zip Code: _____

Lot Area (acres or square feet): _____
Property Address: _____
Describe Project: _____

What is the intended use of this building: _____

Will the building be connected to a septic system? Yes No

Does this property have a wetland on it? Yes No

THE FOLLOWING ITEMS MUST BE SUPPLIED WITH APPLICATION:

- _____ Site Plan (showing project location and proximity to wetland, lake, river etc)
- _____ County may determine that a site visit is necessary.
- _____ Fees Paid

AGREEMENT: I hereby certify that the information herein is correct and agree to do the proposed work in accordance with the description on this application and according to the provisions of the ordinances of Sherburne County, Minnesota. I further agree that any plans and specifications submitted herewith shall become a part of this permit application. I also understand that by applying for this permit, I grant the zoning authority access to the above property for inspections throughout the application and permitting process.

Dated _____ Signature of Owner _____
Printed Name of Owner _____

Dated _____ Signature of Contractor _____
Printed Name of Contractor _____

FOR PROJECTS LOCATED NEAR A LAKE OR RIVER, MISSISSIPPI RECREATIONAL AND SCENIC RIVER DISTRICT AND WETLANDS PLEASE INCLUDE THE FOLLOWING ON THE SITE PLAN.

For all water features please provide the following:

- Project purpose and description
- Locations and dimensions of proposed projects, activity or structures.
- Property boundaries and dimensions
- Proposed projects, activity or structures setbacks from:
 - lot lines
 - bluff
 - Ordinary High Water Level (OHWL)
- Driveway and parking setback from OHWL
- Vegetation being removed and replaced
- Proposed grading, excavating and filling including slopes
- Intended use of building
- Directional arrow and scale
- Erosion and sediment controls
- Location of the septic system and well
- Stormwater management (directional flows & infiltration)
- Spoil and disposal location
- Proposed time line

Mississippi Recreational and Scenic River District

- Proposed and existing impervious surface
- Proposed lowest floor elevation (including crawl spaces)
- Proposed and existing retaining walls, stairs, ice ridges, decks, patios, beach, etc.
- Location of ALL structure on property
- Screening of proposed structure/project (vegetation preferred)

Wetlands

- Locations and dimensions of proposed projects, activity must include a plan and profile drawing
- Grading, excavating or filling past and present
- Artificial drainage
- Wetland community type
- Two project alternatives
- Location of inlet and outlets (size and specification)

I.6 – TOWNSHIP DRIVEWAY AND ACCESS ENGINEERING STANDARDS

ENGINEERING STANDARDS TOWNSHIP OF BECKER SHERBURNE COUNTY, MINNESOTA

1. Minimum roadway culverts shall be 15 inches in diameter. Allowable materials are 16 gauge corrugated metal, dual walled high density polyethylene and reinforced concrete pipe. A minimum of 12 inches of cover shall be maintained as measured at the edge of the bituminous mat between the top of the culvert and the roadway subgrade. All culverts shall be installed with aprons.
2. Head walls constructed around the ends of culverts are not to be permitted. Driveway inslope in the ditch at the culvert shall be no greater than 4:1. Only one driveway will be allowed per residential lot per roadway except when authorized by the Town Board. Driveways must be spaced no closer than 150 feet to each other on a township road designated as a collector roadway. Where this is not possible a single shared driveway must be built upon the shared lot line. Any variances from these requirements must be brought to the Town Board. Unapproved driveways will be required to be removed at the owner's expense.
3. All lots are to have a roughed in driveway at the time the basement is dug for construction vehicles to use. **Driving randomly off the blacktop is not permitted.** The cost of repair to township roads and ditches will be billed to the abutting owner.
4. Concrete driveways shall be constructed to terminate three feet from the existing or proposed edge of bituminous roadway or 15 feet from centerline, whichever provides the greatest distance from centerline. The area between the edge of concrete and the edge of bituminous roadway shall be surfaced with bituminous pavement.

If the landowner so chooses to place concrete to the edge of existing or proposed bituminous roadway, a construction joint shall be installed at three feet from the edge of bituminous or 15 feet from centerline, whichever provides the greatest distance from centerline. The landowner is advised should any future resurfacing projects occur; the concrete between said joint and the edge of bituminous will be removed and replaced with bituminous pavement.

5. Headwalls, fences and etc. constructed around the ends of culverts or within the road and ditch right-of-way are in violation of State Statue 160.27, Particular Uses of Right-of-Way, Subd. 5, Misdemeanors and shall not be permitted. Violation of this law holds the landowner or renter responsible for any obstruction that may cause damage or injury. The cost of headwall removal will be billed to the landowner or renter.
6. All construction debris is to be enclosed by a fence or kept in a dumpster. Burial of construction debris, trees, stumps or branches is not allowed. Burning of trees, stumps or branches is permitted with a valid burning permit.
7. All construction shall comply with applicable township, county, state, and federal rules and regulations.
8. Mail box installations shall be in accordance to Becker Township Standards.



INITIAL DRIVEWAY PERMIT APPLICATION FOR ACCESS TO TOWNSHIP ROAD

BECKER TOWNSHIP, SHERBURNE COUNTY, MINNESOTA

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

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

A permit application is required for "ANY" WORK IN THE Township Rights of Way

Permit fees MAY be waived if the work benefits the Township

For Office Use Only

Driveway Permit

Other Permit _____

Building Permit Number _____

Township Road _____

Construction Deposit waived for Single Family Residence initial driveway.

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

PLEASE PRINT

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

Applicant Name: _____ Phone: _____ Fax: _____

Address (Street, City, Zip): _____

Property Owner: _____ Phone: _____

Address (Street, City, Zip): _____

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

Intersecting Street (Name): _____

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

Parcel Identification Number 05- _____ - _____

Property Address: _____

Access Purpose Residential _____ Commercial _____

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

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

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

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

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

Date: _____

Applicant Signature: _____

Date: _____

Property Owner(s) Signature(s): _____

This Side for Department Use Only

Date of Initial Inspection: _____

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

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

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

Inspection (circle one):

Approved

Non-compliant

Inspection: Date: _____

Signature: _____

Inspection Comments:

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

APPLICATION NUMBER: VAR-2017-01005
RECEIPT #: 57,540

DATE PAID: 9/11/2017

TOWNSHIP COMMENT FORM

APPLICATION IS HEREBY MADE FOR:

**VAR SHORELAND SETBACK
SHORELAND SETBACK**

APPLICANT: MALMBERG, JOHN - LOT #719
12311 185TH AVE SE BIG LAKE, MN 55309

PHONE:

CELL PHONE:

E-MAIL: JMAI

OWNER: CAREFREE COUNTRY CLUB
12311 185TH AVE SE BIG LAKE MN 55309-8949

OTHER CONTACTS:

SHERBURNE COUNTY, MINNESOTA

PID: 05-136-1400
PLAT NAME:
LEGAL: S 1-2 OF NE 1-4; SE 1-4 OF NW 1-4, EX N 15 AC

OTHER PARCELS:
DEEDED ACRES: 328.85

SECTION: 36 TOWNSHIP: 34 **BECKER** RANGE: 28

ZONING DISTRICT: ZONEDBY BCKRTWP PROPERTY ADDRESS: 12311 185TH AVE SE BIG LAKE MN 55309

SHORELAND: SNAKE RIVER MISC NOTES:
NON-RIPARIAN: FREDRICKSON SLOUGH

EXPLANATION OF REQUEST:

REQUESTING A 114' VARIANCE IN SETBACK FROM THE OHWL OF FREDRICKSON SLOUGH FOR A NEW PARK MODEL TRAILER, MINNESOTA ROOM AND REPLACE PORTION OF EXISTING DECK.

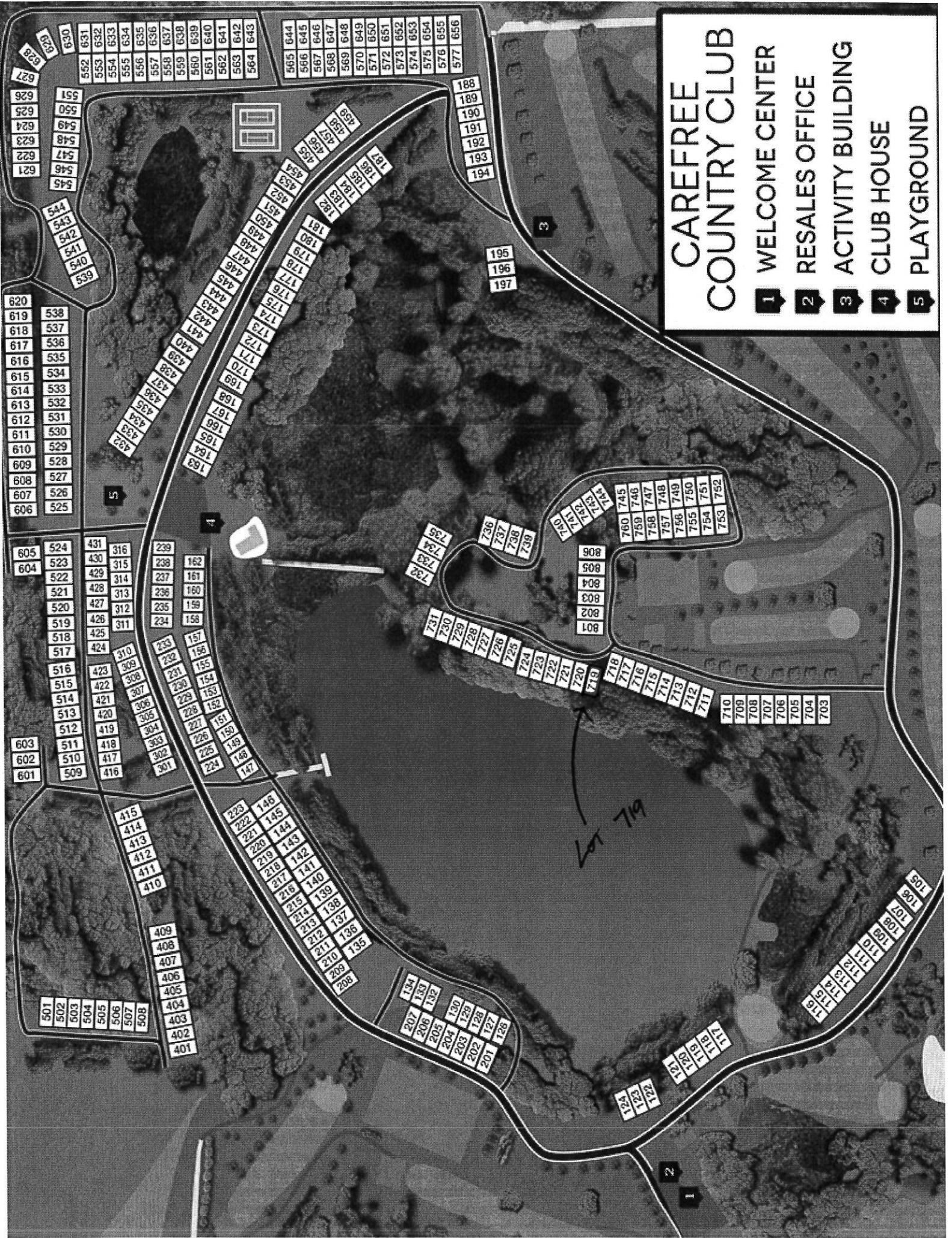
TOWNSHIP COMMENTS:

APPLICATION IS: APPROVED: DENIED: OTHER:

SIGNATURE OF TOWN BOARD: _____ DATE: _____

CAREFREE COUNTRY CLUB

- 1 WELCOME CENTER
- 2 RESALES OFFICE
- 3 ACTIVITY BUILDING
- 4 CLUB HOUSE
- 5 PLAYGROUND



Lot 719

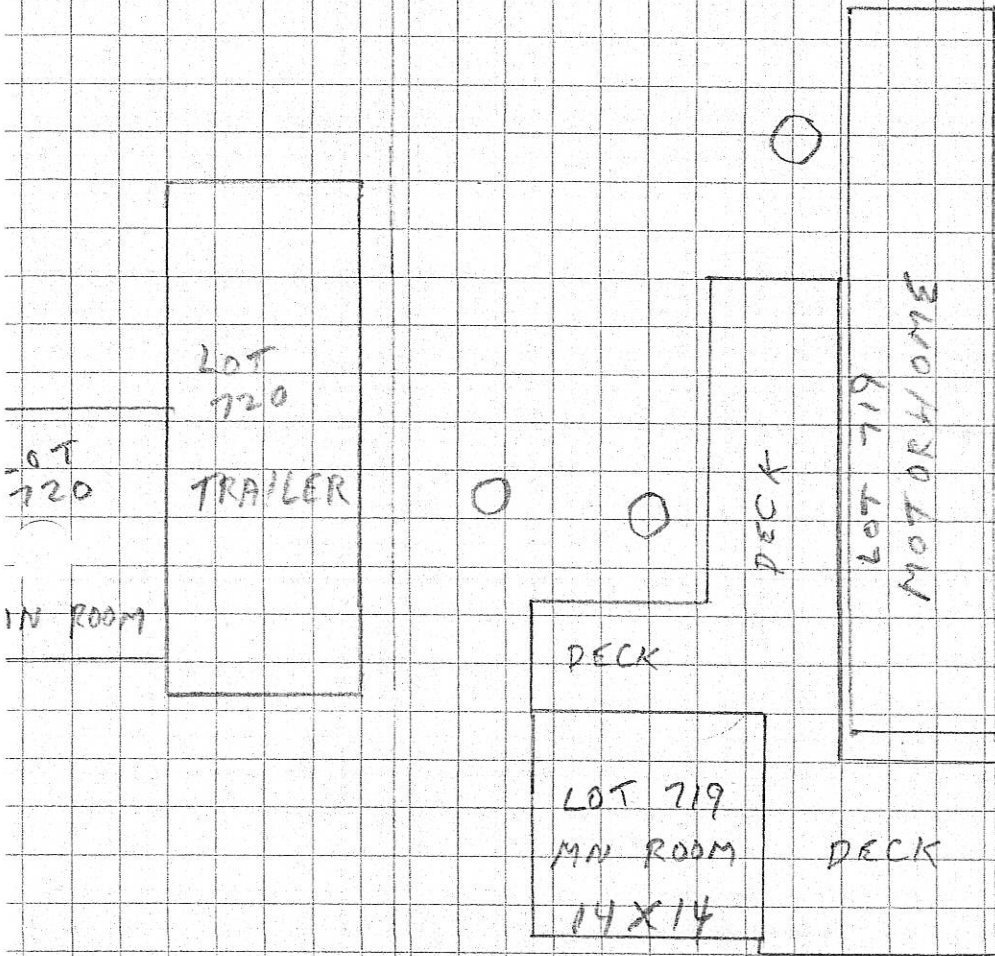
EXISTING

1 SQUARE = 3'

O-TREE

LOT
718
TRAILER

LOT
718
MN ROOM

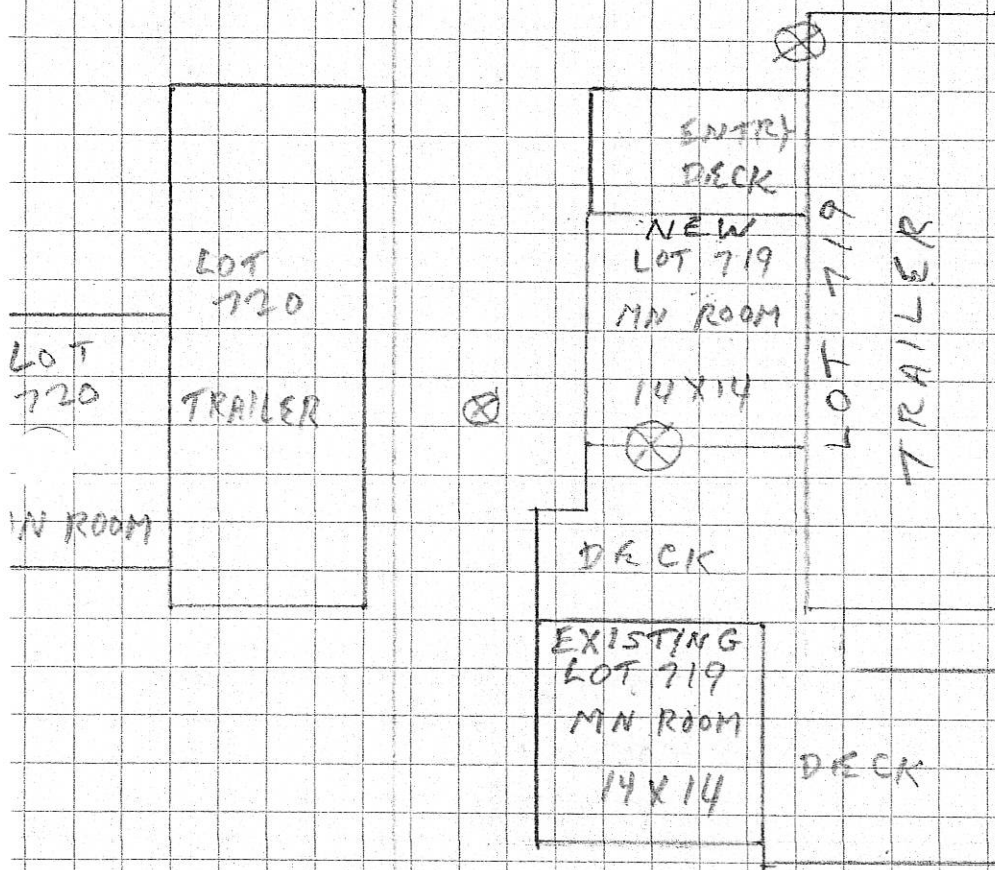
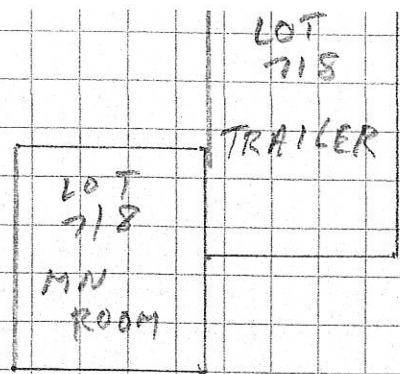


FERGUSON'S SLOUGH

PROPOSED

1 SQUARE = 3'

⊗ - TRER REMOVED



FERGUSON'S SLOUGH

John Malmberg - Lot #719
114' Variance from OHWL of Fredrickson Slough for a
new park model trailer, Minnesota Room and replace portion
of existing deck.



1 inch = 38 feet

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. Date: 01/20/2011 10:00 AM

Sherburne County
PLANNING & ZONING DEPARTMENT

13880 Business Ctr Dr
Elk River, MN 55330
Ph: (763) 765-4466
Fax: (763) 765-4468



September 26, 2017

John Malmberg
12311 – 185th Ave SE
Big Lake, MN 55309

Sent via email to jmalmgolf@aol.com

RE: Variance Request on PID #05-136-1400 (submitted 09/11/2017)

Dear Mr. Malmberg,

This letter is regarding your request for a 114ft variance in the setback from the natural environmental lake known as Fredrickson Slough (#71-110) for a new park model, Minnesota Room and adding additional deck on Lot 719. The required setback from the natural environmental lake is 150ft, the proposed project would be 36ft from the ordinary high water mark. The property is located in Becker Township. At this time your application is incomplete. In order for the application to be deemed complete, the Zoning Department requires the following responded to in writing:

1. Becker Township Comments are needed. Please contact Becker Township clerk Lucinda Messman at 763-261-5301 or email at Lucinda@beckertownship.org to be placed on their agenda for comments and forward comments to the Zoning Department.
2. The existing deck and Minnesota Room are in the impact zone of Fredrickson Slough. How will stormwater be mitigated to reduce runoff to the lake?
3. Will any vegetation be removed with the proposed additions?
4. Why is the far west tree proposed to be removed?
5. Please provide the reason why two Minnesota Rooms are requested in addition to a Park Model? Additional decking is also requested. What is the total square footage of the existing deck? What is the proposed square footage of deck to be added and what is the proposed total deck size? The County has concerns that the impervious surface at Carefree Country Club is reaching the maximum of 25%. Preliminary calculations by Zoning Staff have impervious calculations at 20%.

To discuss the items needed to move this application forward please contact me at 763-765-4466 or by email at mitch.glines@co.sherburne.mn.us

Once the required information has been submitted for your project it can be scheduled for the next available public hearing with the County Board of Adjustment. Please be aware it is up to you to show the Board of Adjustments the practical difficulty in requesting this variance. For your information, I have enclosed a copy of the six questions used by the Board to determine if an

applicant has established a practical difficulty. *Note that the five members of the Board of Adjustment will make the final decision on this variance.*

Sherburne County reserves the right to postpone this hearing, pursuant to the provisions of Minnesota Statute Section 15.99. Incomplete applications shall be considered denied one year from the date of the application if the proposal has not obtained the required approvals.

Sincerely,

A handwritten signature in black ink that reads "Mitch Glines". The signature is written in a cursive, flowing style.

Mitch Glines
Sherburne County Zoning Specialist

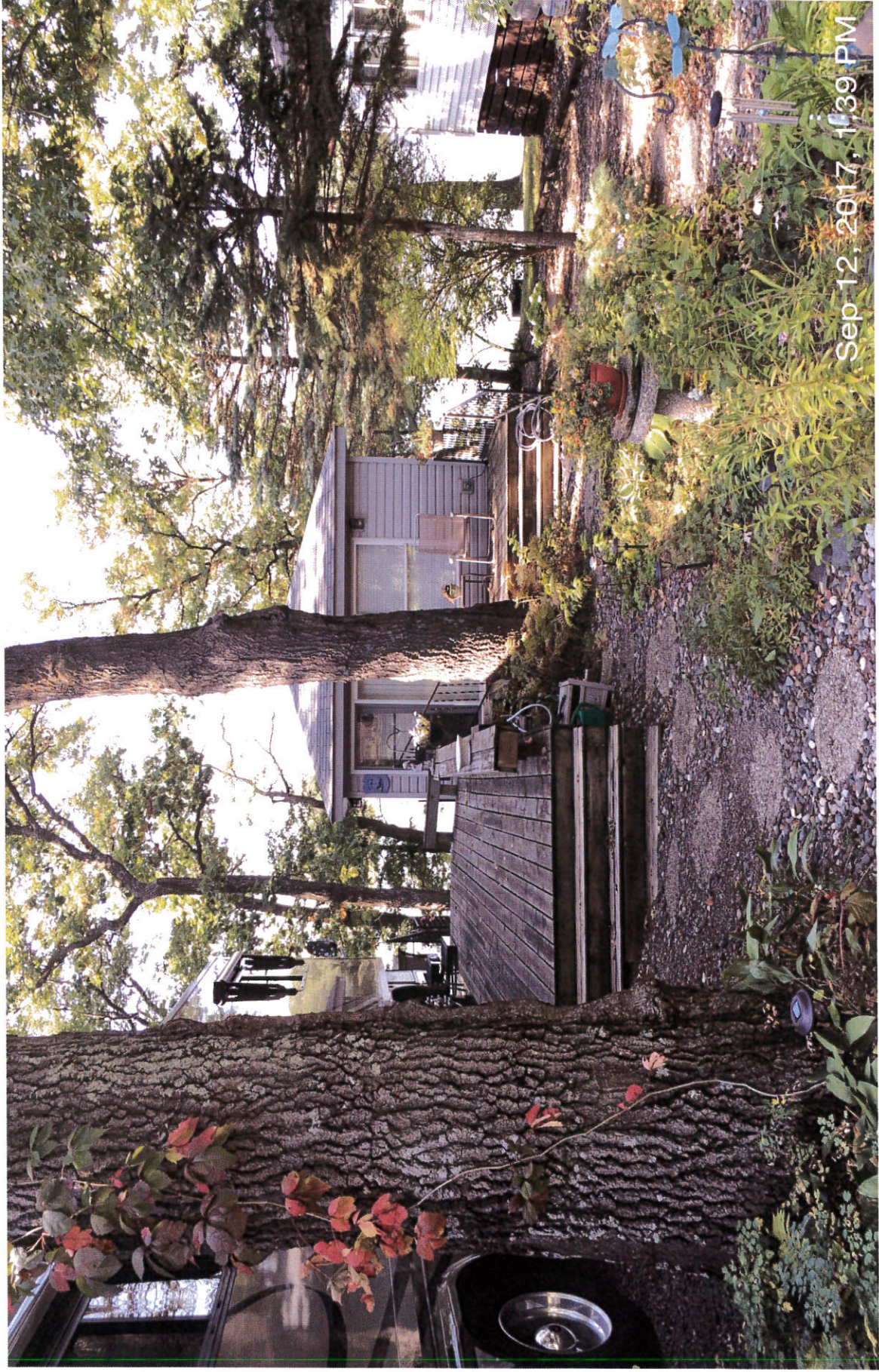
Cc: Lucinda Messman, Becker Township Clerk
City of Big Lake
James Bedell, Area Hydrologist, MN DNR
Carefree Country Club

**FINDINGS OF FACT
SUPPORTING/DENYING A VARIANCE**

Please note when the Board of Adjustment hears a variance they must weigh each of the following questions to determine if the applicant has established that there is a “practical difficulties” in complying with regulations and standards requirements set forth in the Zoning Ordinance.

1. Is the variance in harmony with the intent of the comprehensive plan and zoning ordinance?
2. Without the variance is the property owner deprived of a reasonable use of the property?
3. Is the practical difficulty due to circumstance unique to this property?
4. Were the circumstances causing the practical difficulty created by someone or something other than the landowner
5. Will issuance of the variance maintain the essential character of the locality?
6. Does the practical difficulty involve more than economic considerations?

Malmberg, 12311 185th Ave SE, PID 05-136-1400 Lot 719, photos taken by Mitch Glines on September 12, 2017



Malmberg, 12311 185th Ave SE, PID 05-136-1400 Lot 719, photos taken by Mitch Glines on September 12, 2017



Malmberg, 12311 185th Ave SE, PID 05-136-1400 Lot 719, photos taken by Mitch Glines on September 12, 2017



John & Jan Malmberg
12311 185th Ave. SE #138
Big Lake, MN 55309

September 26, 2017

Mitch Glines, Sherburne County Zoning Specialist
Planning & Zoning Department
13880 Business Ctr Dr
Elk River, MN 55330

Dear Mr. Glines,

Thank you for your letter of September 26 outlining the items needed to complete our application for a variance on our lot 719 at Carefree Country Club. I will address each of the 5 points you cite in my response below.

1. I talked with Lucinda Messman at Becker Township this morning. She informed me that my request for variance will be placed on their October 16 meeting agenda, and that their comments will be forwarded to Sherburne County following that meeting.
2. The entire existing deck was built in 1990, and the existing Minnesota room was built in 1997. The entire lot 719 slopes from the street toward Frederickson's Slough. As a practical matter, I am unaware of a means to mitigate rain water runoff. Over the years we have been careful to not remove the tall grass adjacent to the shore line, and we removed a dock that used to be on the shore line. We have planted several trees, and have never used any chemicals on the lawn.
3. With the exception of 2 trees, no other vegetation will be removed. We will be relocating some of the existing garden plants that are within the proposed new room.
4. The far west tree is within the area that we wish to build a replacement deck to accommodate the new Minnesota room. It is not possible to locate the proposed park model far enough back to save the tree, because that would put us in violation of the State of Minnesota rule that requires a 10 foot separation between structures on an adjacent lot (lot 718 in this case).
5. (A) We wish to build a second Minnesota room to have direct access to additional living space. As we age, access and mobility to and within our living space are becoming more of an issue for us. Carefree Country Club rules allow up to 400 square feet of additional living space beyond a park model trailer. The 2 Minnesota rooms combined would be a total of 392 square feet, each one being 14' by 14'. (B) We are requesting replacement decking, not additional decking. The existing deck is built on 2 levels, and we wish to replace only the upper level. The existing upper level is 8' by 24', or 192 square feet. We wish to replace it with a 14' by 14' deck, also 192 square feet. The new Minnesota room would sit on the replacement deck.

Please let me know if I can provide additional information. We are leaving for the season on September 28, but are available by phone and email.

Sincerely,

John Malmberg

C: Lucinda Messman
Mike LaBau

Becker Township
2017 Season General Maintenance
Road Contractor Services Agreement

This agreement is made and entered into between Becker Township, Sherburne County, Minnesota, PO Box 248, 12165 Hancock Street, Becker, MN 55308, a public corporation, hereinafter referred to as “Town”, and _____, hereinafter referred to as “Contractor”.

WHEREAS, the Town, as the road authority, is responsible for providing for maintenance of the town roads in the township;

WHEREAS, the Board has determined it to be in the best interests of the Town to have the services listed in this Agreement provided by one contractor instead of incurring the costs and time commitment needed to let and administrate multiple contracts for said services;

WHEREAS, after undertaking the appropriate contracting procedures, the Town has determined that the Contractor appears to have sufficient equipment, skill, and experience to provide the requested road maintenance services to the Town;

WHEREAS, the Contractor desires to perform the needed road maintenance services to the Town;

NOW, THEREFORE, upon adequate consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. **SERVICES PROVIDED.** During the term of this agreement the contractor agrees to perform the following services:
 - 1.1 Grading of Town Roads. Contractor shall grade all town aggregate roads as needed to keep such roads in a reasonably passable and safe condition until it is no longer reasonable to grade the roads for the season due to snow cover. Grading shall occur at least as often as indicated in the schedule set out in Exhibit A.
 - 1.2 Gravel Application and Spreading. Contractor shall deliver, apply, and spread gravel as needed to keep all town aggregate roads in a reasonably passable and safe condition. Contractor shall also apply and spread additional gravel as directed by the Town.
 - 1.3 Shoulder Maintenance and Repair. Contractor shall repair and maintain by grading, graveling, and performing such other work as may be required to keep all town road shoulders properly maintained.
 - 1.4 Bituminous Road Repair. At the direction of the Town, Contractor shall seal cracks and perform such road related maintenance and repair work as needed to keep the Town's bituminous roads properly maintained and in good working order.

- 1.5 Road Repair. Contractor shall provide minor road repair services as directed by the Town.
 - 1.6 Roadside Mowing and Weed Control. Contractor shall cut grass and control weeds growing in all town road rights-of-way. Contractor shall perform at least one mowing of up to five (5) feet from road shoulder on both sides of all Town roads before July 31st. Any mowing occurring before July 31st shall not extend beyond the first eight feet from the shoulder of the road unless a greater width must be mowed to maintain sight distances for safety. Contractor shall perform at least one additional mowing to the width of ten (10) feet (two passes where possible for total width of 10 feet) from the shoulder on all town roads between August 1 and August 31.
 - 1.7 Barricades, Detours, and Warning Sign Placement: As required in Minn. Stat.
 - 1.8 § 160.16, Contractor shall, at its own cost, supply and place temporary barricades and warning signs as needed when working in or adjacent to roads. Contractor shall also provide for the establishment of detours as needed. Contractor shall erect other barricades as may be directed by Town.
2. **Specifications and Performance.** Contractor shall perform all services provided for in this Agreement in a good workmanlike manner consistent with industry standards and according to the specifications, performance standards, and performance deadlines set out in the attached **Exhibit A**. All materials used or supplied under this Agreement shall be of first quality and meet the specifications set out in the attached **Exhibit A**.
- 2.1. **Chemical Use.** No chemicals may be used to control grass, weeds, brush, or other vegetation without prior approval of the Town. Only persons licensed by the state of Minnesota to apply pesticides to public roads may apply pesticides under this Agreement.
 - 2.2. **Work Limited to Right-of-Way.** Contractor shall not perform any work under this Agreement outside of a Town road right-of-way unless specifically and expressly directed to do so by the Town.
3. **Equipment.** Contractor warrants that it has the necessary equipment to perform the work required by this Agreement.
4. **Independent Contractor.** Contractor acknowledges and agrees that it is an independent contractor of the Town and that nothing herein contained shall be construed to create the relationship of employer—employee or joint venture between the Town and Contractor.
- 4.1. **Independent Judgment.** Contractor shall at all times be free to exercise initiative, judgment, and discretion in how best to perform or provide the services identified herein.
 - 4.2. **No Benefits or Withholdings.** Contractor acknowledges and agrees that Contractor is not entitled to receive any of the benefits received by Town employees and is not eligible for workers' or unemployment compensation

benefits under the Town. Contractor also acknowledges and agree that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is Contractor's sole obligation to comply with the applicable provisions of all federal and state laws.

5. **Road Supervisor.** To assist the parties in the day-to-day performance of this Agreement, to ensure compliance, and to maintain open lines of communication, a Road Supervisor and the alternate Road Supervisor shall be designated by the Town. Contact with the alternate Road Supervisor is only permitted after reasonable attempts to communicate with the primary Road Supervisor have failed. The Town shall designate its Road Supervisor and alternate Road Supervisor by Board resolution and said Road Supervisors shall only have those powers expressly conferred in the resolution.
 - 5.1. Road Supervisor – Joe Danielson.
 - 5.2. Alternate Road Supervisor – Jamie Johnson.
 - 5.3. Once contract is awarded, Town Clerk to provide appropriate contact information of named Road Supervisors to Contractor and Contractor's appropriate contact information to Road Supervisors.
6. **Term.** The term of this Agreement shall be from **January 1, 2017** through **December 31, 2017**, unless terminated earlier by law or the provisions in this Agreement.
7. **Bonds.** Before undertaking any work under this Agreement, the Contractor shall provide the Town both a performance bond and a payment bond each for the total estimated amount of the Agreement over its entire term in accordance with the Public Contractors' Performance and Payment Bond Act in Minn. Stat. Chap. 574. The bonds must be provided on forms acceptable to the Town. If the total estimated amount of the contract is under \$100,000, the Town may accept other security in place of the performance bond, the payment bond, or both.
8. **Insurance.** Contractor agrees that it will provide and maintain at all times during the term of this agreement such insurance coverages as are indicated herein and that will otherwise comply with the provisions that follow. Such policy or policies shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions of this agreement. The provisions of this section shall also apply to all subcontractors, other lower tier contractors, and independent contractors engaged by Contractor with respect to this Agreement, and Contractor shall be entirely responsible of securing the compliance of all such persons or parties with these provisions. All policies required by this agreement shall be issued by financially responsible insurers licensed to do business in the State of Minnesota. Contractor shall not commence or perform any work under this Agreement until certificates of insurance are presented to the Town showing the required coverages are in full force and effect with at least the required coverage limit amounts.
 - 8.1. **General Liability.** Commercial General Liability insurance coverage providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this Agreement), independent

contractors, “XC&U” and products- completed operations liability (if applicable). Contractor agrees to maintain at all times during the period of this Agreement a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for bodily injury, personal injury and property damage, which total limit may be satisfied by the limit afforded under its commercial general liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy (or policies); provided that the coverage afforded under any such policy in combination with the limits afforded by an umbrella or excess liability policy is at least as broad as that afforded by the underlying commercial general liability policy. The policy shall name the Town as an additional named insured.

- 8.2. **Automobile Liability.** Business automobile liability insurance covering liability for bodily injury and property damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned, and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Agreement. Such policy shall provide total liability limits for combined bodily injury and/or property damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); provided that the coverage afforded under any such umbrella or excess liability policy(ies) shall be at least as broad with respect to such business automobile liability insurance at that afforded by the underlying policy. Unless included within the scope of Contractor’s commercial general liability policy, such business automobile liability policy shall also include coverage for motor vehicle liability assumed under contract. The policy shall name the Town as an additional named insured.
- 8.3. **Workers’ Compensation.** Workers’ compensation insurance in compliance with all applicable statutes including an all-states or universal endorsement where applicable. Such policy shall include employer’s liability coverage in an amount of no less than \$1,500,000. If Contractor is not required by statute to carry workers’ compensation insurance, Contractor agrees: (1) to provide Town with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining workers’ compensation insurance; (2) to provide prior notice to the Town of any change in Contractor’s exemption status under Minn. Stat. § 176.041; and (3) to defend, hold harmless, and indemnify Town from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for workers’ compensation or employers’ liability benefits for damages arising out of any injury or illness resulting from performance of work under this agreement. If any such change requires Contractor to obtain workers’ compensation insurance, Contractor agrees to promptly provide Town with evidence of such insurance coverage.

9. **Indemnification and Hold Harmless.** Any and all claims that arise or may arise against Contractor, its 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.

10. **Nonwaiver of Rights.** Nothing in this Agreement shall constitute a waiver by the Town of any statutory limits or immunities from liability.

11. **Payment.**

11.1. **Rates.** The Town agrees to pay Contractor for work performed under this Agreement based upon the rates set out in the attached **Exhibit B**.

11.2. **Claims for Payment.** Contractor must submit detailed claims for payment in order to be eligible to receive payment from the Town. Claims must satisfy the requirements, including the specificity requirements, established in Minn. Stat. §§ 471.38; 471.391; and other applicable law. Claims must provide a description of the work performed, the location of the work performed, the dates the work was performed, and the number of hours for each type of equipment used to complete the work. Claims, including appropriate detail, must be submitted to the town clerk by the 10th day of each month prior to the regular monthly board meeting. Claims submitted after the 10th day of the month may be held and not considered for payment until the next regular board meeting.

11.3. **Proof of Payment.** Any claim for payment that involved the use of materials or labor supplied by someone other than the Contractor shall be accompanied by proof of payment for such materials or labor. The Town has the option of allowing the Contractor to receive payment for a period without submitting proof of payment for materials or services on the condition that such proof shall be submitted before the Town makes any other payments to the Contractor.

11.4. **Prompt Payment.** Town will pay undisputed claims promptly submitted under the terms and conditions of this Agreement in accordance with the prompt payment requirements in Minn. Stat. § 471.425.

11.4.1. **Payment of Subcontractors.** If the Town permits the use of subcontractors, Contractor shall pay the subcontractors for undisputed services provided by them within 10 days of receiving payment from the Town. Contractor shall pay interest of 1-1/2 percent per month or any part of a month to a subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, Contractor shall pay the actual penalty due to the subcontractor.

11.5. **Final Payment.** Town shall withhold final payment consisting of up to 5% of the total price over the entire term of the Agreement until the following conditions are satisfied:

- (1) Town conducts an inspection of the work performed under this Agreement and accepts the work; and
- (2) Contractor provides, if required under Minn. Stat. § 290.97, the Town with an IC-134 form signed by the Minnesota Department of Revenue indicating compliance with the withholding requirements of Minn. Stat. § 290.92.

12. **Warranty**

12.1. Contractor warrants and guarantees all services and materials provided under this Agreement for a period of one year from the date the work is completed and accepted by Town. All materials provided must satisfy any applicable specifications and be of good quality. The warranty must be secured either by the Contractor's performance bond or such other security as is acceptable to Town.

13. **Default.**

13.1. **Force Majeure.** Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, acts of public authorities, or delays or defaults caused by public carriers; provided the non-performing party gives notice as soon as possible to the other party of the inability to perform. The Town and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable effort to mitigate its effects. If a matter arising under this paragraph is unable to be resolved within thirty (30) days, the party aggrieved by the other party's non-performance may terminate this Agreement upon ten (10) days written notice.

13.2. **Inability to Perform.** Contractor shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services required by this Agreement. Contractor shall immediately notify Town in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed upon quality and quantity of services. Upon such notification, Town shall determine whether such inability requires a modification or cancellation of this Agreement.

13.3. **Change in Policy or Staff.** Town reserves the right to terminate this Agreement on ten (10) days written notice if Town, in its sole discretion, does not approve of proposed or actually significant changes in Contractor's policy or staff.

13.4. **Failure to Perform.** Town may, by written notice to the Contractor, immediately terminate this Agreement if it determines any of the following have occurred: failure to adequately perform or deliver the required services; failure to following the specifications or standards established by this Agreement; failure to perform or complete the services in a timely fashion as established by the Town; failure to provide the required bonds or other acceptable security; or failure to correct

deficiencies within ten (10) days. If the Town terminates this Agreement for the Contractor's failure to perform, it shall provide the Contractor written notice that includes the reasons for the Termination.

13.5. **Default by Contractor.** Unless excused by Town's default, the occurrence of an uncontrollable circumstance, or Town issuing a written waiver of default, each of the following shall constitute default on part of the Contractor:

- (1) The written admission by Contractor that it is bankrupt; or filing by Contractor of a voluntary petition under the Federal Bankruptcy Act; or the filing of an involuntary petition under the Federal Bankruptcy Act against the Contractor unless dismissed within ninety (90) days. The Notice of Default and cure provision of this Agreement do not apply to this paragraph.
- (2) The making of any arrangement with or for the benefit of Contractor's creditors involving an assignment to a trustee, receiver or similar fiduciary. The Notice of Default and cure provisions of this Agreement do not apply to this paragraph.
- (3) Making material misrepresentations in the attached exhibits and documents or in any other provisions or conditions relied upon in the making or modification of this Agreement.
- (4) Contractor is found to persistently disregard laws, ordinances, rules, regulations or orders of any public authority having jurisdiction.
- (5) Failure to make satisfactory progress towards completion of this Agreement.
- (6) Failure to perform any other material provision of this Agreement.

13.6. **Default by the Town.** Unless excused by Contractor's default or the occurrence of uncontrollable circumstances or Contractor waiver of default, each of the following shall constitute a default on the part of Town:

- (1) The persistent or repeated failure or refusal by Town to pay or prevent payment of any uncontested amount to the Contractor timely and properly submitted as required by this Agreement.
- (2) Making material misrepresentations either in the attached exhibits and documents or in any other provisions or conditions relied upon in making this Agreement.
- (3) Persistent or repeated failure to perform any other material provision of this Agreement.

13.7. **Written Notice of Default.** Unless otherwise provided, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events, or failure constituting the default and the cure period.

- 13.8. **Cure Period.** If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days or such other time as may be specified under the terms of this Agreement, then this Agreement may be terminated by written notice as stated in this Agreement.
- 13.9. **Withholding of Payment.** Notwithstanding any other provision of this Agreement, the Town may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is given, until the default is excused, waived in writing, cured, or the Agreement is terminated.
- 13.10. **Preservation of Other Remedies.** The rights and remedies of Town provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
14. **Liquidated Damages.**
- 14.1. **Duty to Mitigate.** Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to a remedy hereunder.
- 14.2. **Cost of Termination.** 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, attorney's fees and legal costs, from Contractor.
- 14.3. **Set-Off.** Notwithstanding any other provision of this Agreement to the contrary, upon breach 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.
- 14.4. **Damages.** Time is an essential element of this Agreement. If Contractor fails to meet the performance deadline as set forth as part of this Agreement, or fails to supply in accordance with the specification, terms, and conditions of the Agreement documents, for any reason, excepting delays caused by uncontrollable circumstances, 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 deliver 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.
- 14.5. **Re-performance.** 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.
- 14.6. **Liquidated Damages.** 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 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 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.

14.6.1. In any lawsuit involving the assessment or recovery of liquidated damages, the reasonableness of the charge therefore shall be presumed.

14.6.2. The amount assessed as liquidated shall be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute, or under this Agreement.

14.7. **Remedies Cumulative.** 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.

14.8. **Delays and Extension of Time.** It shall be understood that the Contractor will not undertake to hold the Town responsible in any manner for:

(1) any damages for delays by Town; or

(2) for damages for delays caused by the Contractor during the Agreement period.

14.9. **Cost of Defense.** In the event Contractor fails to perform the services in compliance with all applicable local, state, and federal laws, permits, rules, and regulations, the Contractor shall reimburse Town for any civil or criminal penalties or costs of defense incurred due to such violations.

15. **Prevailing Wage.** To the extent the “Prevailing Wage Act” applies to this Agreement under Minn. Stat. § 177.41, et. seq., Contractor shall compensate employees at the prevailing wage rate for similarly situated employees. Contractor shall also compensate Jobs Training Program participants at the federal, state, or local minimum wage or the prevailing wage rate of similarly situated employees, whichever is highest.

16. **Conflict of Interest.** Contractor agrees that it will not, during the term of this Agreement, enter into a contract or otherwise accept employment for the performance of any work or service with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.

17. **Non-Exclusivity.** This Agreement is not exclusive between Town and Contractor. Town may retain additional Contractors or subcontractors to perform any or all of the services listed in this Agreement.

18. **Subcontracting and Assignment.** Contractor 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 and subject to such conditions and provisions as Town may deem necessary or desirable in its sole discretion. Contractor shall be responsible for the performance of all subcontractors.

19. **Modifications.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by the authorized representatives of Town and Contractor.
20. **Termination.** Town may terminate this agreement, with or without cause, upon 30 days written notice to Contractor.
21. **Document Ownership and Privacy.** Any reports, studies, photographs, negatives, or other documents prepared by the Contractor in the performance of its obligations under this Agreement shall be the exclusive property of Town, and all such documents shall be remitted to Town by Contractor upon completion, termination, or cancellation of this Agreement. Any documents or other materials the Contractor may possess that are subject to the data privacy act as established in Minn. Stat. Chap. 13, shall not be released or used in a way that violates the act.
22. **Legal Compliance.** 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.
 - 22.1. **Permits.** Contractor shall procure, at its own expense, all permits, licenses, or other rights required for the provision of the services contemplated by this Agreement. Contractor shall inform Town of any changes in any of the above permits, licenses, or other rights issued within five days of occurrence. If a permit or permission must be obtained by Town before Contractor can perform services under this Agreement, Contractor shall immediately notify Town of this need and shall assist Town as needed to obtain the permit or permission.
 - 22.2. **Violations.** 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 upon delivery of written notice of termination to Contractor. Notwithstanding any other provision of this Agreement, such termination shall be effective as of the date of such violation, failure, or loss.
23. **Minnesota Law Governs.** 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.
24. **Severability.** 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 unless the part or parts that are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.
25. **Town Obligation.** All covenants, promises, agreements, and obligations of the Town contained herein shall be deemed to be the covenants, stipulations, promises, agreements,

and obligations of the Town, and not of any governing body member, officer, agent, servant, or employee of the Town in the individual capacity thereof.

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

TOWN

CONTRACTOR

By: _____
Chair, Brian Kolbinger

Company Name (printed):

Date: _____

By: _____
Signature

ATTEST:

Printed
Name: _____

Lucinda Messman, Town Clerk

Title: _____

Date: _____

Specification, Standards, and Performance Deadlines

The following are the specifications, standards, and performance deadlines that the Contractor must comply with when providing the contracted for services in addition to the requirements established in the primary Agreement form. This and all other exhibits are a part of the Agreement and may not be modified except as provided in section 19 of the Agreement.

1. GRADING TOWN ROADS

Class 5 gravel shall be placed, spread and rolled as necessary or directed by the Town Board or Town Liaison.

2. GRAVEL APPLICATION AND SPREADING

Township gravel roads have varying volumes of traffic. Grading shall be provided as needed, depending on the weather conditions, moisture and surface condition of the roadway.

Rates for Services Performed

The following is a list of the agreed upon rates as provided for in section 11.2 of the Agreement that will be paid for the listed services under the terms and conditions of the Agreement. This and all other exhibits are a part of the Agreement and may not be modified except as provided in section 19 of the Agreement.

If additional materials, equipment or services are determined to be necessary, expenses must be negotiated prior to performing work.

SERVICE

- Grading of Town Roads** \$ _____ per hour with operator
Grader Make: _____ Model: _____ Horsepower: _____

- Gravel Application and Spreading Equipment Listing:**

Attach additional sheet if necessary.

Motor Grader			
Make/Model/Year	Horsepower	Hourly Rate with Operator	
Rubber Tired Roller			
Make/Model/Year	Horsepower	Hourly Rate with Operator	
Tractor			
Make/Model/Year	Horsepower	Hourly Rate with Operator	
Dump Truck/Belly Dump			
Make/Model/Year	Capacity (tons)	Hourly Rate with Operator	
Front End Loader			
Make/Model/Year	Horsepower	Bucket Size	Hourly Rate with Operator

Skid Steer			
Make/Model/Year	Horsepower	Bucket Size	Hourly Rate with Operator
Water Truck			
Make/Model/Year	Capacity (tons)	Hourly Rate with Operator	

3. **Roadside Mowing and Weed Control Equipment Listing:**

Attach additional sheet if necessary.

Tractor with Mower and Operator		
Type of Tractor	Width of Mower	Rate per Swath Mile

4. **Miscellaneous Equipment for roadway maintenance and repair.**

Attach additional sheet if necessary.

Description:		
Make/Model/Year	Horsepower or Capacity	Hourly Rate with Operator
Description:		
Make/Model/Year	Horsepower or Capacity	Hourly Rate with Operator
Description:		
Make/Model/Year	Horsepower or Capacity	Hourly Rate with Operator

5. **General Labor for man hours not included in equipment operations**

\$ _____ per hour

Request for Town Board Action

Meeting Date: 10/16/2017



Agenda Item #/Location: Other Business		Description: Fire Inspection Results	
Support Documentation	<input type="checkbox"/> None <input checked="" type="checkbox"/> As described: Checklist attached		
Background/Key Issues	After insurance re-valuation, several items were noted: Fire inspection needed, fire extinguishers to be updated, cedar trees to be removed by gazebo. Results of Fire inspection attached		
Board Action Requested	<input checked="" type="checkbox"/> Information/Review <input type="checkbox"/> Motion to approve/disapprove <input checked="" type="checkbox"/> Other: Does the board want the clerk to work to get the changes noted completed or will a board member oversee implementation of the required changes?		
Deadline Involved? <u>10/16/2017</u>			
Action Taken	<input type="checkbox"/> Approved as Requested <input type="checkbox"/> Report Accepted <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> Tabled		

FIRE INSPECTION CHECKLIST

Address 12165 HANCOCK ST BECKER TOWNSHIP HALL
Occupancy B + A Date 10/11/17

EXTERIOR

provide numbers 4" min. height.

- ~~Fire~~ lanes clearly marked and unobstructed. MSFC 503.4
- Address/Premise Identification present and visible. MSFC 505.1
- Fire Hydrants accessible and unobstructed. MSFC 508.5.4
- Outside storage of combustible material within limits. MSFC 315.3
- Fire Department Key Box present and accessible. MSFC 506.1
- ~~Fire Department~~ connections accessible and maintained. MSFC 912
- Gas meter and piping protected. MSFC 603.9

MEANS OF EGRESS

provide notice max occupancy 75 2" high

- Adequate number of exits: minimum two exits required when occupant load exceeds 49. MSFC 1015.1
- Exits, exit path, stairways, corridors and hallways free of obstructions. MSFC 1003.6
- Exit doors shall be readily distinguishable from the adjacent construction and finishes. MSFC 1008.1
- Exit doors shall be readily operable from the egress side without the use of a key or special knowledge or effort. MSFC 1008.1.8
 - o In A occupancies when the occupant load is 300 or less, B, F, M, S occupancies & churches, key locking hardware is permitted on the main exterior door. Locking device shall be readily distinguishable as locked, and a sign posted on or adjacent to door stating: THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED. MSFC 1008.1.8.3

must provide

- ~~Manual~~ flush bolts or surface bolts not permitted. MSFC 1008.1.8.4
- Exit Signs with operable emergency power present. MSFC 1011
- ~~Emergency~~ lighting present and operational. MSFC 1006
- ~~Interior~~ finish acceptable per construction type. MSFC 803

CONSTRUCTION TYPE

- ~~Fire~~ separations provided and maintained as required. MSFC 703
- ~~Rated~~ door assemblies maintained (closing and latching) MSFC 703
- Vertical openings over two stories protected. MSFC 704

STORAGE

- Storage of combustible materials shall be neat and orderly. MSFC 315.2 D
- ~~Storage shall be maintained 2 feet below ceilings in nonsprinklered buildings and 18 inches below head deflectors in sprinklered buildings. MSFC 3 15.2.1~~

MECHANICAL EQUIPMENT AREAS

- Shut-off valve shall be provided for each gas burning appliance. MSMC 409.5
- Pressure relief valves shall be installed on all boilers and hot water heaters. MSMC 1006
- Venting provided on all fuel burning appliances shall be listed and labeled. MSMC 802

COMMERCIAL KITCHEN HOODS

- Type 1 hood shall be installed above all commercial cooking appliances that produce grease laden vapors. MSFC 609.2
- Required type 1 kitchen hoods shall be provided with an approved automatic suppression system. MSFC 904.2.1
- Suppression system shall be automatically actuated and provided with a manual mean of actuation. MSFC 904.3.2
- Power supply disconnects upon activation of suppression system. MSFC 904.3.3
- Fuel gas disconnects upon activation of suppression system. MSFC 904.3.3
- Hood suppression systems shall be serviced within 6 months. MSFC 904.5.1
- Hood suppression system shall be connected to the alarm system and monitored. MSFC 904.3.4
- Commercial kitchen hoods shall be cleaned and maintained at regular intervals, depending on use of cooking equipment. NFPA 96
- Wet Chemical kitchen hood suppression systems shall be maintained. NFPA 17A
- Dry Chemical kitchen hood suppression systems shall be maintained. NFPA 17
- Commercial kitchen wet sprinkler suppression system shall be maintained and serviced. NFPA 13

PORTABLE FIRE EXTINGUISHERS

- Proper number and type of extinguishers present. Travel distance to an extinguisher shall not exceed 75 feet. MSFC 906
- Extinguishers shall not be obstructed or obscure from view. MSFC 906.6
- Extinguishers shall be serviced within the past 12 months. MSFC 90 1.6.1
- Class K extingisher provided for deep fat frying operations. MSFC 904.11.5.2

*must provide
SERVICE CONTRACT
HAVE FIRE
EXTINGUISHERS
TOGETHER
YEAR*

*PROVIDE ONE
main level
AND basement*

~~SPRINKLER SYSTEM~~

- System operational and valves are in open position. MSFC 903.3.1.1
- Valves are locked in the open position or located in a room or space where access is limited to essential personnel only. MSFC 903.4.4
- Automatic sprinkler systems with more than 20 heads shall be monitored by an approved central station. MSFC 903.4.1
- Automatic sprinkler systems shall be serviced and maintained by an approved service company within the past 12 months. MSFC 901.6.1

~~FIRE ALARM~~

- Installed fire alarm systems shall be maintained and serviced within 12 months. MSFC 901.6.1

~~ELECTRICAL~~

Most provide →

- Working space of 30 inches in width, 36 inches in depth and 78 inches in height shall be provided in front of electrical service equipment. MSFC 605.3
- Power strips shall be grounded and equipped with over current protection and shall be listed. MSFC 605.4.1
- Extension cords shall not be a substitute for permanent wiring. MSFC 605.5
- Outlets, switches and junction boxes shall have approved covers. MSFC 605.6
- Electrical wiring, devices and appliances modified or damaged that constitutes and electric shock hazard shall not be used. MSFC 605.1

MISCELLANEOUS

- ~~Compressed~~ gas cylinders shall be secured to prevent falling. MSFC 3003.5.3 D
Decorative open flame use shall comply with MSFC 308.
- ~~If applicable~~, any change use or occupancy classification that requires the installation of Fire Suppression per Chapter 1306 of the Minnesota State Building Code. MSBC 1306.0020

Remarks/Corrections _____

Steve Kolman *cert # 589*
INSPECTOR

This checklist is intended to be used as a guide and should not be considered all inclusive. All occupancies have varied degrees of complexities and each should be evaluated and inspected accordingly. All occupancies shall meet the minimum life safety standards as set forth in the Minnesota State Fire Code and the Minnesota State Building Code.

Is anyone interested in looking into this?

From website:

MnDOT accepting applications for Local Road Improvement Program funding

ST. PAUL, Minn. – Minnesota cities, counties and townships can apply for funding support for transportation infrastructure projects on local roads as part of the Minnesota Department of Transportation's Local Road Improvement Program.

Approximately \$25.3 million in bond funds is available for constructing or reconstructing local roads in 2018, 2019 or 2020. Funding may be requested for projects that will reduce traffic crashes on rural County State Aid Highways, for projects on local roads that have regional significance or for the local share of a trunk highway project.

Types of projects previously funded include roundabouts, pavement reconstruction, curve and roadway alignment, pavement resurfacing and reconditioning, and safety improvements such as turn lanes, traffic signals and rural intersection warning systems.

"This funding assists cities, counties and townships in paying costs associated with eliminating a transportation system deficiency. In turn, this program promotes local, regional or state economic development efforts and improves safety," said Mitch Rasmussen, State Aid Division assistant commissioner.

Deadline for counties and state aid cities (population greater than 5,000) is Nov. 3, 2017.

Deadline for non-state aid cities and townships is Dec. 1, 2017.

The application and more information is available online at www.dot.state.mn.us/stateaid/lrip. Applications can be submitted electronically at saltirhelp.dot@state.mn.us.

Questions about the solicitation may be directed to Patti Loken at 651-366-3803 or Patti.Loken@state.mn.us.

Since the program was created in 2005, the Local Road Improvement Program has provided about \$139.8 million in grant funds to 289 projects.