

Becker Township Board Meeting
Tentative Agenda –September 18, 2017

1. Call to order and Verification of quorum
 2. Consent Agenda
 - a. Minutes – August 14, 2017 Special Meeting
 - b. Minutes – August 22, 2017 Special Meeting in place of regular
 - c. Upcoming EFT's – motion to pay electronically not to exceed: City of Becker – water/sewer \$45; PERA – based on wages – state mandated rate. Total @ meeting time; Xcel Energy – gas/electric - \$152; Ace Disposal – trash at Jeff's - \$94; Midco Business – phone/internet - \$180.00
 - d. MPCA – Intent To Re-issue Solid Waste Permit to JME of Monticello – no comments
 - e. Preliminary 2017 Tax Values information
 - f. Bicycle Path - no township comment
 - g. Certification of Levy to County – no changes from March
 3. Approval of Regular Agenda
 4. Sheriff's report
 5. Residential Concerns/open forum.
 - a. Zac Johnson – Subdivision of property
 - b. Tom Scheiber
 - c. Photos submitted by residents re: mowing.
 - d. Other
 6. TPC/JPB Updates
 - a. Direction for Septic issue
 - b. RFP Results
 - c. Update on retaining wall in easement
 - d. Revised permits now online www.beckertownship.org/permits
 - e. other
 7. Engineer's Report
 - a. 185th Avenue update; traffic control
 - b. 112th Street Culvert Payment
 - c. Hardrives Final Payment of retainage
 - d. Driveway approval - Holtz
 - e. Stickers for Signs
 8. Supervisors
 - a. Fire board
 - b. Sherburne County Parks, Trails & Active Living
 - c. Highway 25 Corridor
 - d. Road Report
 - i. Grading of 77th Street
 - e. Federal EDA Resolution for City of Becker/Sherburne County
 - f. Road Tour Date
 - g. Decision re: filling vacancy.
 - h. Comments: New Owner of Hideout Bar & Grill Liquor License
 - i. Official awarding of snowplow contract
 - j. Review of General Maintenance Contract for bids/length of term
 - k. Theco Tax Abatement
 9. Treasurer's Reports
 - a. Treasurer's Report
 - b. Payment of Warrants
 10. Other
 - a. Resolution maintaining replacement insurance and accepting new valuation of building and gazebo
 - b. Insurance – fire extinguisher issue?
 11. Adjourn
-

Request for Town Board Action

Meeting Date: 9/18/2017



Agenda Item #/Location: Consent Agenda	Description: Pull from this area if any discussion is needed.
Support Documentation	<input type="checkbox"/> None <input checked="" type="checkbox"/> As described: <ol style="list-style-type: none"> 1. Minutes – August 14, 2017 Special Meeting 2. Minutes – August 22, 2017 Special Meeting in place of regular 3. Upcoming EFT's – motion to pay electronically not to exceed: City of Becker – water/sewer (only months of Jan/Mar/May/July/Sept/Nov); PERA – based on wages – state mandated rate. Total available at meeting time; Xcel Energy – gas/electric - \$152 reflects change to budget billing; Ace Disposal – trash at Jeff's - \$94; Midco Business – phone/internet - \$180.00 4. MPCA – Intent To Re-issue Solid Waste Permit to JME of Monticello – no comments 5. Preliminary 2017 Tax Values information 6. Bicycle Path no township comment 7. Certification of Levy to County – no changes from March
Background/Key Issues	
Board Action Requested	<input type="checkbox"/> Information/Review <input checked="" type="checkbox"/> Motion to approve/disapprove <input type="checkbox"/> Other:
Deadline Involved? <u>9/18/17</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

Public Notice of Intent to Reissue

Solid Waste Permit

SW-657-001

General information

Public comment period begins: August 30, 2017

Public comment period ends: 4:30 p.m. on September 29, 2017

Current permit issued: August 12, 2011

Current permit expiration date: August 12, 2016

The Minnesota Pollution Control Agency (MPCA) Commissioner has made a preliminary determination to reissue this permit for a term of approximately ten years.

Name and address of Permittee:

JME of Monticello, Inc.
1401 Fallon Ave NE, Ste. A
Monticello, MN 55362-8323

Facility name and location:

JME of Monticello, Inc.
1401 Fallon Ave NE, Ste. A
Monticello, MN 55362-8323
Wright County
T121N, R25W, Section 014

MPCA contact person:

Daniel Vleck
Resource Management and Assistance Division
Minnesota Pollution Control Agency
7678 College Road, Suite 105
Baxter, MN 56425
Phone: 218-316-3856
Email: daniel.vleck@state.mn.us

File manager phone: 651-757-2728 or
1-844-828-0942

A draft permit is available for review on the MPCA Public Notices webpage at <http://www.pca.state.mn.us/publicnotices> or at the MPCA office address listed under the MPCA contact person. The MPCA will mail or email a copy of the draft permit upon request. Comments, petitions, and other requests must be received at the MPCA in writing on or before the public comment period end date and time identified above.

Watershed: Mississippi River, St. Cloud

Receiving water: NA

Description of permitted facility

The facility began operations on March 17, 2009 as a permit-by-rule (PBR) transfer station. In January 2011, the MPCA staff determined that the facility had exceeded capacity limits for a PBR facility and requested an application for a facility permit. A permit was issued in August 2011.

The facility is a solid waste processing and transfer facility. Demolition debris is delivered to the facility by contract haulers and the facility owned trucks where each load is weighed. Demolition debris is dumped within an 12,670 square foot roofed structure and then pushed by a skid steer for mechanical and hand sorting of wood and recyclable materials. Unadulterated wood is shred for beneficial use, metals, concrete and cardboard are recycled. The facility also includes outdoor storage of wood and cardboard. Incidental materials that are received are either recycled or hauled to an approved disposal facility. These materials could include municipal solid waste, electronic waste, batteries, household hazardous waste (HHW), or whatever else might be buried in a load of demolition debris. HHW will be managed through the Tri-County Hazardous Waste Facility. Nonrecyclable demolition debris is loaded into roll off containers containers, walking floor trailers, and/or end dump trailers and hauled to a demolition landfill.

The preliminary determination to reissue this solid waste permit is tentative.

clerk@beckertownship.org

From: Mason, Jonathon (DOT) <jon.mason@state.mn.us>
Sent: Tuesday, August 29, 2017 4:40 PM
Subject: MnDOT District 3 Bike Plan

Hello,

The Minnesota Department of Transportation (MnDOT) is developing a MnDOT District 3 Bicycle Plan and would like your input on the system analysis.

MnDOT District Bicycle Plans Wikimap

The project team has developed an online interactive map (or Wikimap) as a tool to solicit feedback from key stakeholders on the data analysis and bicycle routing results. On the top of the Wikimap page there is a legend that explains the content on the map, as well as instructions on how to provide input. The primary purpose of the Wikimap is to review the bicycle routing results (shown in dark blue lines) from the GIS analysis, and provide suggestions for alternative routes that are better suited for bicycling than the routing results shown. Please provide input only in District 3 and within the statewide priority corridors shown on the map in light gray.

Wikimap link: <http://wikimapping.net/wikimap/MNDOTDistrict.html>

To provide input on the Wikimap:

1. First, enter your email address when you first access the Wikimap.
2. Click on 'add route' in the top left of the page, then select 'Alternative Route'
3. Click on the beginning of the alternative route that you would like to suggest, and draw a line along the roadway or trail that you are suggesting. When you finish drawing the alternative route, select 'Done drawing' or double click on your last point.
4. After drawing your route, add a description about the route and explain WHY this route is a better alternative than the route shown from the analysis.
5. Remember, you can also provide comments on alternative routes that others have drawn on the Wikimap. To do that, click on the light blue lines, type your own comment in the text box, then click 'Add Comment'.

Deadline to provide input: Friday, September 29th

Please contact me if you would like to discuss this project. Additional information can be found on MnDOT's website by clicking this link: <http://www.dot.state.mn.us/bike/system-plan/district-bicycle-plans.html>

Sincerely,

Jon Mason
MnDOT District 3
Senior Planner
7694 Industrial Park Road
Baxter, Mn 56425
(218) 828-5780
Jon.mason@state.mn.us



September 1, 2017

To: City Administrators, Clerks and Finance Officers
And School District Administrators and Finance Officers

From: Diane Arnold

Re: Preliminary 2017 Tax Values (for Proposed 2018 Tax Notices)

Following is the early Pay 2018 Net Tax Capacity and Market Value information for your City, Township or School District. Countywide, there is a 6.77% increase in Net Tax Capacity and a 7.58% increase in total county Taxable Market Value. Please remember that these values may drop slightly by next spring when final values are certified, due to abatements, property tax forfeitures, late homesteads and clerical corrections.

Township/City/School District Becker Township

	<u>2017 Net Tax Capacity Values</u>	<u>2018 Preliminary NTC Values</u>
RE & PP	<u>4,739,930</u>	<u>5,232,034</u>
Less 10% 200 KV	<u>(1,771)</u>	<u>(1,768)</u>
Less Captured TIF	<u>0</u>	<u>0</u>
Tax Rate NTC	<u>4,738,159</u>	<u>5,230,266</u>
Taxable Market Value	<u>475,055,416</u>	<u>524,313,086</u>
MV Referendum	<u>424,471,526</u>	<u>466,815,756</u>

TOWN TAXES VOTED

Office of Town Clerk
Town Becker
Sherburne County, Minnesota

September 13, 2017

To: Diane Arnold, County Auditor/Treasurer

I hereby certify that at the Annual Town Meeting held in the Town of _____Becker_____, County of Sherburne, State of Minnesota, on the second Tuesday being the 14th day of March, 2017, the following amounts were voted to be raised by taxation in the year 2018 in this Township, as taken from the records in my office.

	Actual Levy
Town Revenue/General	\$_____ 40,000
Road and Bridge	\$_____ 800,000
Fire Fund	\$_____ 80,000
Town Hall	\$_____ 15,000
New Fire Fund	\$_____ 30,000
_____	\$_____
_____	\$_____
_____	\$_____
*Total Township Levy	\$_____ 965,000

Dated this 13th day of September, 2017.

_____, Clerk
Town of _____Becker_____
Sherburne County Minnesota

The Levy must be certified to the County Auditor/Treasurer by September 30, 2017.

Diane Arnold, Auditor/Treasurer
Sherburne County
13880 Business Center Drive NW
Elk River MN 55330
763-765-2861
www.co.sherburne.mn.us

Becker Township Board
Special Board Meeting
August 14, 2017

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

Absent: Jeff Lambert

Staff members present: Damien Toven - Township attorney, Ben Wikstrom – Becker Township Planning Consultant; Jacob Sanders – City of Becker Planner

Others present: Bob & Carol Rushford, Joel Anderson, William Geurkink, Jim Mecklenburg, Lisa Senger, Andy Tabako

Chair called meeting to order at 6:30 pm. Quorum verified present.

Public Hearing Opened: Easement Vacation and Dedication

Wikstrom reviewed facts with Town Board Supervisors

- Robert and Carol Rushford and Andy Tabako, owners and joint applicants, have applied for approval of a boundary line adjustment between 9382 and 9466 (respective addresses) 191st Avenue Southeast. The Rushford's deck currently encroaches the side yard setback requirement of 10', so the adjustment will bring the setback into conformance with the ordinance. The lots will remain 2.50 acres each, and all other required lot minimums will continue to be met with the adjustment, if approved. This also necessitates vacation of existing drainage and utility easements and creation of new ones.
- This approval will take three meetings tonight with the following actions:
 1. Becker Town Board to vacate the drainage and utility easement because of the boundary line adjustment;
 2. Becker Town Planning Commission to recommend acceptance of the Certificate of Survey and approval of the Minor Boundary Adjustment; and
 3. Becker Joint Planning Board to approve acceptance of the Certificate of Survey and Minor Boundary Adjustment.

Chair Kolbinger opened the floor to public comment. None

Motion to close public hearing by Wilkening. Second by Danielson. Motion carried, Unanimous.

Motion by Wilkening to approve Resolution 2017-12: A Resolution Approving Vacation of a Drainage and Utility Easement Between the Properties at 9382 191st Avenue Southeast and 9466 191st Avenue Southeast contingent upon the Town Planning Commission recommending acceptance of the Certificate of Survey and approval of the Minor Boundary adjustment and that the Joint Planning Board approves the Certificate of Survey and Minor Boundary Adjustment. Second by Danielson.

- Discussion: difference between allowing this boundary line adjustment and one that wasn't allowed in the past. Past one was due to lack of space. This one has plenty of space to adjust the boundary line without impacting other ordinance regulations. **Motion carried, Unanimous.**

Motion by Danielson to approve Resolution 2017-13: Granting of a Permanent Easement contingent upon the Town Planning Commission recommending acceptance of the Certificate of Survey and approval of the Minor Boundary adjustment and that the Joint Planning Board

Becker Township Board
Special Board Meeting
August 14, 2017

approves the Certificate of Survey and Minor Boundary Adjustment. that all other. Second by Wilkening. Motion carried, Unanimous.

Motion to adjourn by Danielson. Meeting adjourned at 6:38 pm

Brian Kolbinger, Chair

Lucinda Messman, Clerk

DRAFT

**Becker Township Board
Special Board Meeting
August 22, 2017**

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

Absent: Jeff Lambert

Staff members present: Kelli Bourgeois - Township attorney, Wes Davis – Township Engineer, Nick Anderson – Township Engineer, Jacob Sanders – City of Becker Planner

Others present: Jeff Peterson – J and L Services; Tony Wruck – Wruck Excavating; Eric Nelson; Scott and Michelle Bourquin

Note: Regular meeting for 8/21/2017 was rescheduled due to lack of quorum.
Posted and emailed notice of change on August 16, 2017.

Special Meeting called to order by Chair Kolbinger at 7:30 p.m., quorum verified.

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

- a. Minutes from Regular Board meeting July 2017 approved as distributed.
- b. Payment of the following bills via automatic payment:
 - i. City of Becker water/sewer bill
 - ii. PERA – based on wages, state mandated rate.
 - iii. Xcel Energy - \$152 budget billing
 - iv. Ace Disposal - \$94
 - v. Midco Business (phone/internet) - \$180
- c. Town Aid to be deposited into the General Fund
- d. View Election law changes handout

Motion to approve meeting agenda by Danielson. Second by Babler. Motion carried, unanimous.

Residential Open Forum

- Discussion regarding headwall fixes and approvals process. Is Engineer's opinion/approval sufficient for compliance or does the board wish to view each case individually?
 - **Motion to allow Township Engineer's opinion/approval to be sufficient to determine if fixes meet township engineering standards by Wilkening. Second by Babler.**

Discussion:

 - Attorney Bourgeois stated that clarification is needed as a record that the work has been done and completed needs to be on file for both homeowner and township records. Suggests Township develop a form and provide copy to homeowner, homeowners association (if appropriate) and maintain in township records.
 - **Supervisor Wilkening amended his motion to include some type of written paperwork to verify that all portions are in compliance. Engineer to work with clerk to develop appropriate form. Second to amendment by Danielson. No further discussion. Motion carried, all voting in favor.**
- Photos were displayed of various mowing issues around the township. These have been filed with 2017 Brushing. Road Supervisor Danielson stated that the township will not be using this mower again. Another complaint came in about size of ROW. Danielson stated that the full right of way depth will be mowed from this point forward in the township.

**Becker Township Board
Special Board Meeting
August 22, 2017**

Town Planning Commission/Joint Planning Board Update

- At the August meeting, a boundary line adjustment was completed.

Engineer's Report

- 185th Avenue
 - Jeff Kramer – reclaim to start 9/11/2017. Reclaim should take 1-2 days
 - Blade off to the side and re-use as a sub-base
 - Board would like to start traffic control sooner so residents are aware of changes. Wes to let the company know.
- 82nd Street Slope Stabilization
 - **Motion to approve payment for \$3,038 for 82nd Str SE Culvert Slope Stabilization by Danielson. Second by Wilkening. Motion carried, unanimous.**
- 112th Street Culvert Quotes
 - Army Corps Confirmation of Wetland Mitigation is 8/24/17
 - Purchase of pipe has been completed. The company usually uses LaFay to transport to the project site. They can coordinate with us and there is an additional fee. Is this ok with the board?
 - Supervisor Danielson: check with contractor who gets the award and see if they can arrange transport first. If they can, have them transport the pipe.
 - Job has to be finished by 8/31/2017 due to trout stream.
 - Estimated to overlay with class 5 on 112th or move the entire project to next year and work with sub-contractor? Board consensus – since quotes came in, as long as contractor knows that deadline is 8/31/2017, go ahead with project this year.

	M.L. Schendzielos & Son, Inc.	Wruck Excavating, Inc.
112th Street SE Culvert Replacement	\$ 55,666.64	\$ 64,609.50

- **Motion to award the 112th Street Culvert Replacement to M.L. Schendzielos and Son, Inc., tentative to the engineer's review of quantities and verification that contractor can have the job finished by 8/31/2017 by Wilkening. Second by Danielson. Motion carried, unanimous.**
- Sign Policy
 - Rural Residential district discussed/sample resolution distributed. Revised sign policy draft also distributed.
 - If passed it would require 58 speed limit signs (indicated by green dots on the map handed out – see file: Signs – Road Sign Policy); replacement of 3 current speed limit signs; 8 curve signs with placards (orange dots). Cost over \$8,600.
 - Q (Board): curves from 45 mph on 55mph? A (Engineer): those all stay in place
 - Policy would be updated from 2012
 - Speed limit signs would be at every entrance to each designated rural residential district
 - Q (Board): for retro reflectivity standards, can they be met by current replacement pace? A(Jeff Peterson): Yes, it will be done by the end of 2018. There are only 69 signs (new) to place.

**Becker Township Board
Special Board Meeting
August 22, 2017**

- Q(Jeff Peterson): Should the Slow Children signs be left up or removed? A(Engineer): all are to come down as they are not standard sign by MUTCD standards. MUTCD indicates they don't work. Now we are seeing more Watch for Children signs.
- Rural Residential Districts were discussed in 2015, but never enacted.
- Liability wise – this is a better option
- Q(Board): will this require a speed study? A(Engineer): No, this policy aligns with State Statute
- Q(Jeff Peterson): Some of the signs installed in the last 8-10 years still meet standards. Are those ok to leave? A(Board): Yes, as long as they meet the current standard.
- **Motion to approve Resolution 2017-13: A Resolution to Designate Residential Developments as 'Rural Residential Districts' and Post Regulatory Speed Zone Signs [full text on file] by Wilkening. Second by Danielson. Motion carried, unanimous.**
- **Motion to adopt Becker Township Road Sign Inventory, Retro-Reflectivity Compliance Evaluation, Use and Replacement Policy [full text on file] by Babler. Second by Wilkening. Motion carried, unanimous.**
- Right of Way Ordinance.
 - Definitions are not currently included. They are well established by the State of Minnesota. This is cleanup to put them into our ordinance.
 - **Motion to approve Ordinance 2015-03: An Ordinance By The Becker Town Board Regarding Management Of Town Right Of Ways In Becker Township [full text on file] by Wilkening. Second by Babler. Motion carried, unanimous.**
 - **Motion to approve Summary Ordinance 2015-03: An Ordinance By The Becker Town Board Regarding Management Of Town Right Of Ways In Becker Township [full text on file] by Wilkening. Second by Babler. Motion carried, unanimous.**
- Driveways clarification
 - When looking at headwalls, Engineer noticed that slopes are not correct, aprons are missing. Builders are not aware of the township ordinance and putting in primary driveways without checking into this.
 - Similar issue noticed in regards to many other non-compliant driveways. Engineer requesting guidance for this.
 - Purpose of aprons is to help with inslopes
 - Plastic pipes do not meet township standards
 - Town Board will view on road tour and make decisions

Supervisors Reports

- Fire Board – Standard meeting. Call volume decreased this month. Moving forward with Santiago (Station 2) agreement. Standard three year agreement. More information next month.
- Trails and Active living – no meeting
- Highway 25 Corridor – no meeting.
- Roads
 - 185th Potholes are back – trying to keep handled until reclaim begins
 - Touched base with all callers regarding mowing (file: 2017 Brushing)
- Federal EDA Resolution
 - City of Becker requested a letter of support from the township for a grant through Sherburne County for roads/infrastructure for the City. Many items make the city a good candidate like:

Becker Township Board
Special Board Meeting
August 22, 2017

- Industrial park expansion
- Decommissioning of excel energy plant
- **Motion to draft a letter of support for the City of Becker in favor of the EDA grant by Danielson. Second by Babler.**
 - Consideration points by Attorney Bourgeois
 - Discussion point in draft letter mentions Northern Metals Recycling specifically and many township residents were not in support of this. This letter shows township support for this item.
 - Supervisor Babler: attended the open house for Northern Metals and no major concerns were presented so feels not an issue
 - Supervisor Wilkening has no issues with supporting this
 - Chair Kolbinger asked if any Supervisors had issue with Northern Metals. No further discussion.
 - **Motion carried, unanimous.**
- Orderly Annexation Agreement. The draft presented tonight is the same as hammered out at the joint discussion with the City of Becker. Keeping to a 10 year time frame. Most of the workshop was spent discussing shared road. Most significant change in document is removing the verbiage discussing paving.
 - **Motion to approve Joint Resolution For Orderly Annexation Between The Town Of Becker And The City Of Becker, Minnesota [full text on file] by Wilkening. Second by Danielson. Motion carried, unanimous.**
- Joint Powers Agreement. The draft presented only changed the dates, statute references and language to indicate this is a continuation agreement for a 10 year period rather than a new agreement.
 - **Motion to approve Joint Powers Agreement between the Town and City of Becker, Minnesota for Planning, Zoning and Subdivision Regulations [full text on file] by Wilkening. Second by Babler. Motion carried, unanimous.**
- Resignation. Supervisor Jeff Lambert submitted resignation on Friday.
 - **Motion to accept resignation of Supervisor Jeff Lambert by Babler. Second by Wilkening. Motion carried, unanimous.**
 - Vacancy now exists on the Becker Town Board. Think of options/goals for next month.
- Meeting fees for Clerk/Deputy Clerk/Treasurer/Deputy Treasurer (if one is located)
 - Discussed options – work through vs meeting fee vs length of meetings. Likely this will not have any impact for Town Board meetings. Mainly will impact Planning/Joint Planning meetings.
 - **Motion to set meeting fee for Clerk, Deputy Clerk, Treasurer, and Deputy Treasurer (if one is obtained) at a rate of two hour minimum by Babler. Second by Wilkening. Motion carried, unanimous.**

Treasurer's Report

- Report was emailed.
- Budget discussion – Treasurer's Recommendations
 - General Fund Levy is currently underfunded. Permit Fund has 100,000 excess right now that should have been transferred for costs in previous years. Going forward, recommend a 25% transfer from the permit fund on an annual basis to the General Fund. If contract with permits changes, this amount may need to change as well. Currently the RFP that

**Becker Township Board
Special Board Meeting
August 22, 2017**

has been sent out may impact this percentage. For now we plan to transfer the 100,000 to balance out what is being spent and not increase the general levy for this year.

- Next year General Fund Levy should be increased to match what we are spending and take into account the transfer from the permit fund.
- Permit Fund is technically general fund money, but we track separately to be sure we are not charging too much or too little for permits.
- Next year the General Fund Levy should have donations added to the total rather than included with the total.
- Comments?
 - Attorney Bourgeois will verify if the entire 5 member board of supervisors must vote to transfer the 100,000 from Permit fund to General Fund.
 - Attorney Bourgeois verified that all money received from permits are to be spent in support of permits and as long as that detail is kept, transferring is not an issue.
- **Motion to approve treasurer's report as emailed by Wilkening. Second by Babler. Motion carried, unanimous.**
 - Claims presented for payment. Q: It appears we pay two animal control bills. Is this correct? A: Yes. Monticello Animal Control is for the dog catcher. City of Monticello is for the Shelter/Animal Euthanasia. **Motion to pay warrants 13622-13649 and purchase orders 875718-87523 and void PO 875717 in the amount of \$65,489.92 by Danielson. Second by Babler. Motion carried, unanimous.**

Other

- Minnesota Association of Townships District Meeting is 8/30/2017. The new law books are available. Who is able to attend?
- LUCA/Census Data is due. After reading documentation, clerk suggested Clerk, Planner, and Chair be the people who use/view the private data prior to its destruction.
- From earlier: Carmen Wilson – large headwall in Bridgeview. Supervisor Danielson spoke with her. She asked if the board would extend the deadline. Supervisor Danielson told her to contact the office to officially request an extension. Clerk reported no such request has been made at this point. Board consensus that no extension will be granted.

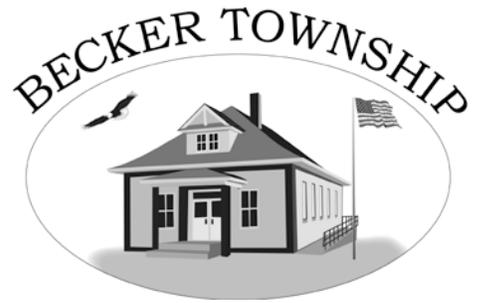
Meeting adjourned at 8:48 pm

Brian Kolbinger, Chair

Lucinda Messman, Clerk

Request for Town Board Action

Meeting Date: 9/18/2017



Agenda Item #/Location: Residential Open Forum		Description: Zac Johnson 05-126-1100 Lot split	
Support Documentation	<input type="checkbox"/> None <input checked="" type="checkbox"/> As described: 3 photos and 8 Beacon maps submitted by Mr. Johnson; Township records including; Ordinance definitions and statements from emails		
Background/Key Issues	Mr. Johnson wishes to split a portion of the lot. Access to public road is at issue.		
Board Action Requested	<input type="checkbox"/> Information/Review <input type="checkbox"/> Motion to approve/disapprove <input checked="" type="checkbox"/> Other:		
Deadline Involved? _____			
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



BECKER
10710

BECKER
10704

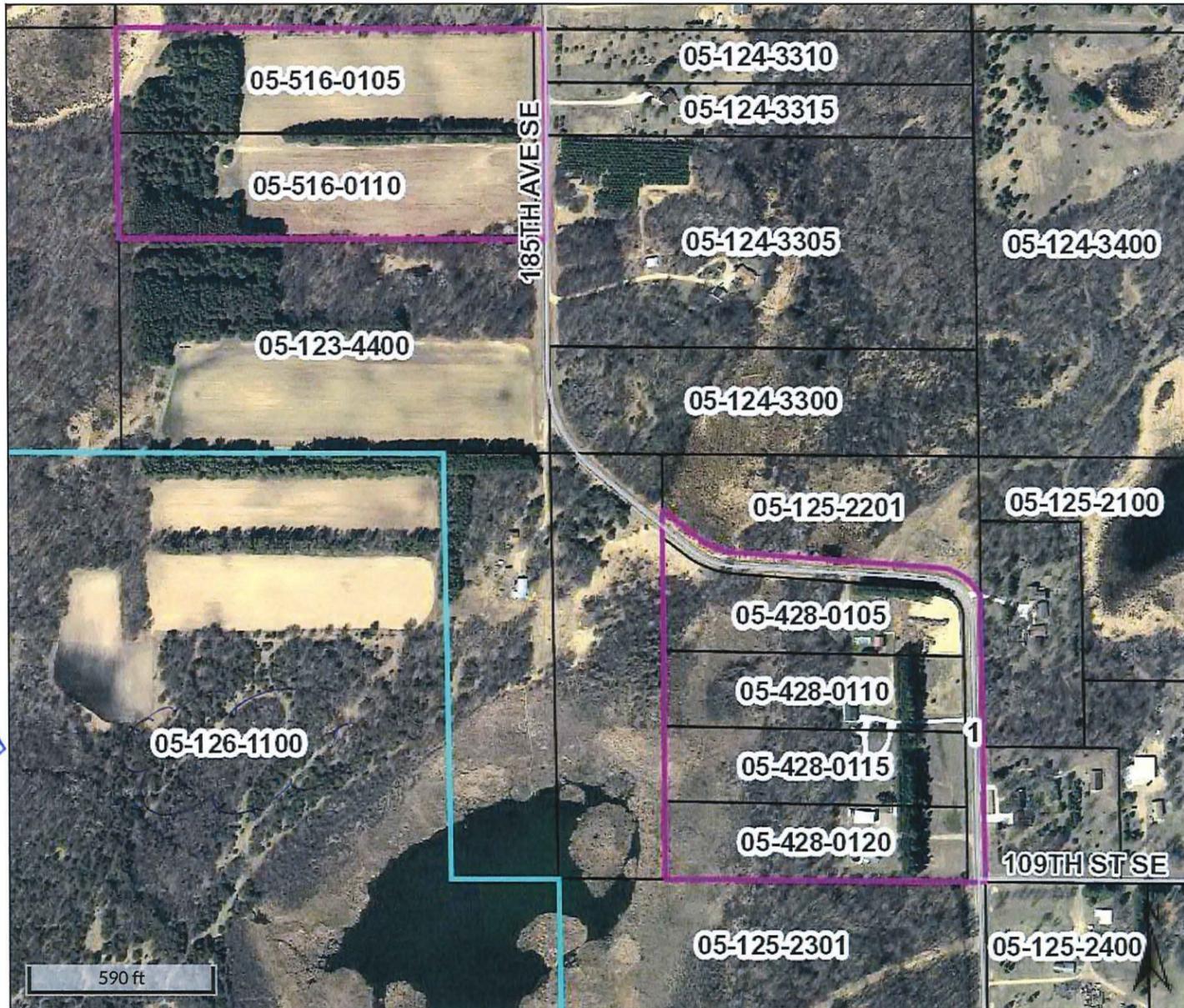


OBJECTS IN MIRROR ARE CLOSER THAN THEY APPEAR

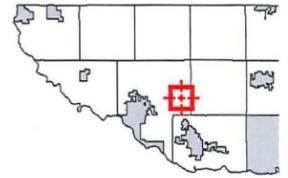


05-126-1100 is the parcel we wish to split 20 Acres off of

BeaconTM Sherburne County, MN



Overview



Legend

- Roads
- ▭ Plats
- ▭ Parcels
- Cities and Townships
- ▭ <all other values>
- ▭ City
- ▭ Township

Parcel ID	05-126-1100	Alternate ID	n/a	Owner	n/a
Sec/Twp/Rng	26-34-28	Class	101-Agricultural, 800-Wetlands Located on Ag Property, 129-Non-Homestead Agricultural Land	Address	
Property Address		Acreage	150		
District		BECKER			
Brief Tax Description		n/a			

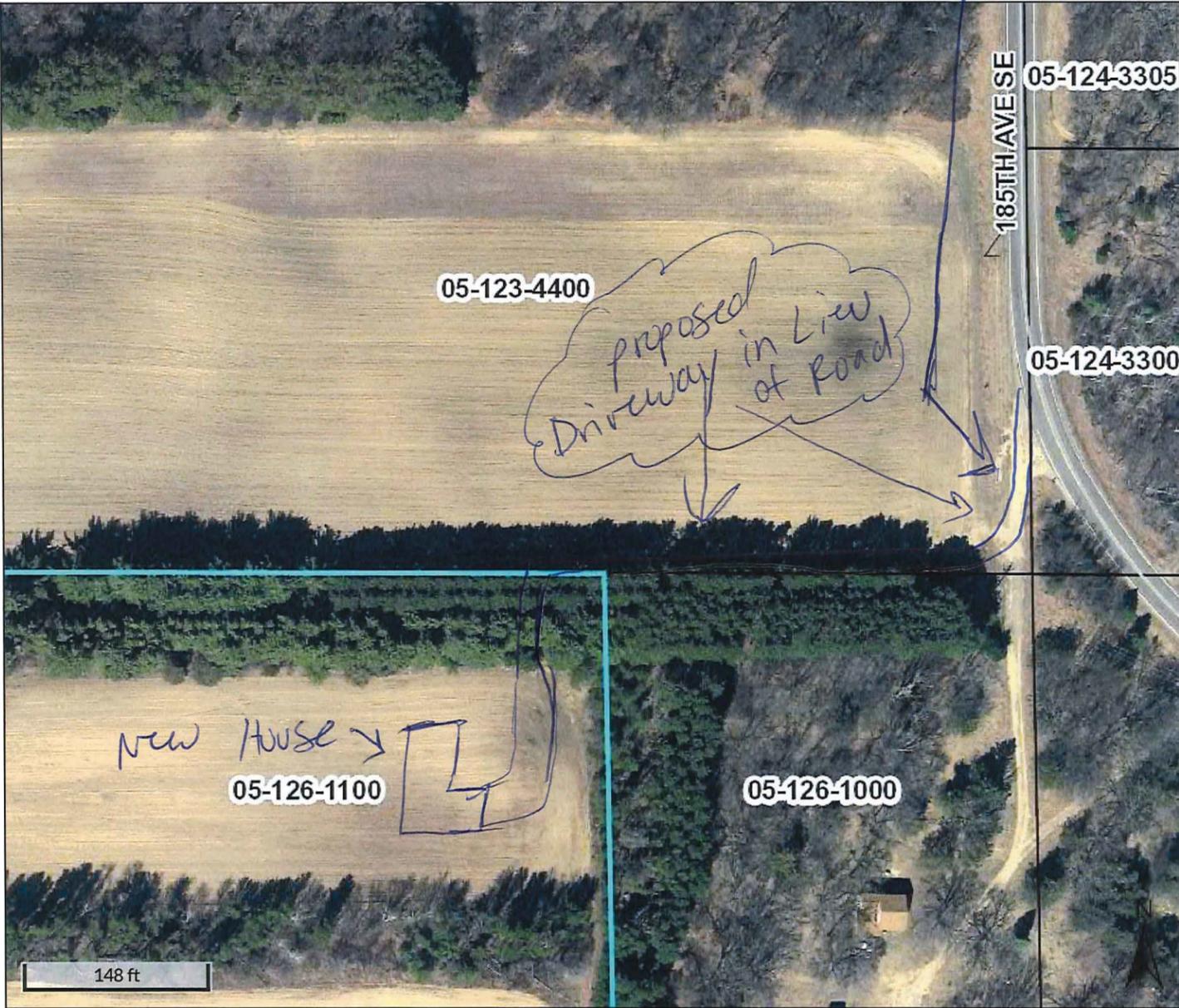
(Note: Not to be used on legal documents)

Disclaimer: Every attempt has been made to ensure that the information contained on this web site is valid at the time of publication. Sherburne County reserves the right to make additions, changes, or corrections at any time and without notice. Additionally, Sherburne County disclaims any and all liability for damages incurred directly or indirectly as a result of errors, omissions or discrepancies and is not responsible for misuse or misinterpretation. Data is updated periodically. For the most current information contact the appropriate county department.

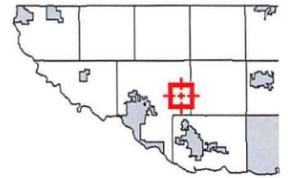
Disclaimer for St Cloud Parcels: Sherburne County information about St Cloud properties are limited to classification and value. Any questions regarding additional information please contact the City of St Cloud's assessor office.

Date created: 9/12/2017
 Last Data Uploaded: 9/12/2017 2:42:17 AM

close-up showing existing easment / driveway approach



Overview



Legend

- Roads
- ▭ Plats
- ▭ Parcels
- Cities and Townships
- ▭ <all other values>
- ▭ City
- ▭ Township

Parcel ID	05-126-1100	Alternate ID	n/a	Owner	n/a
Sec/Twp/Rng	26-34-28	Class	101-Agricultural, 800-Wetlands Located on Ag Property, 129-Non-Homestead	Address	
Property			Agricultural Land		
Address		Acres	150		
District		BECKER			
Brief Tax Description		n/a			

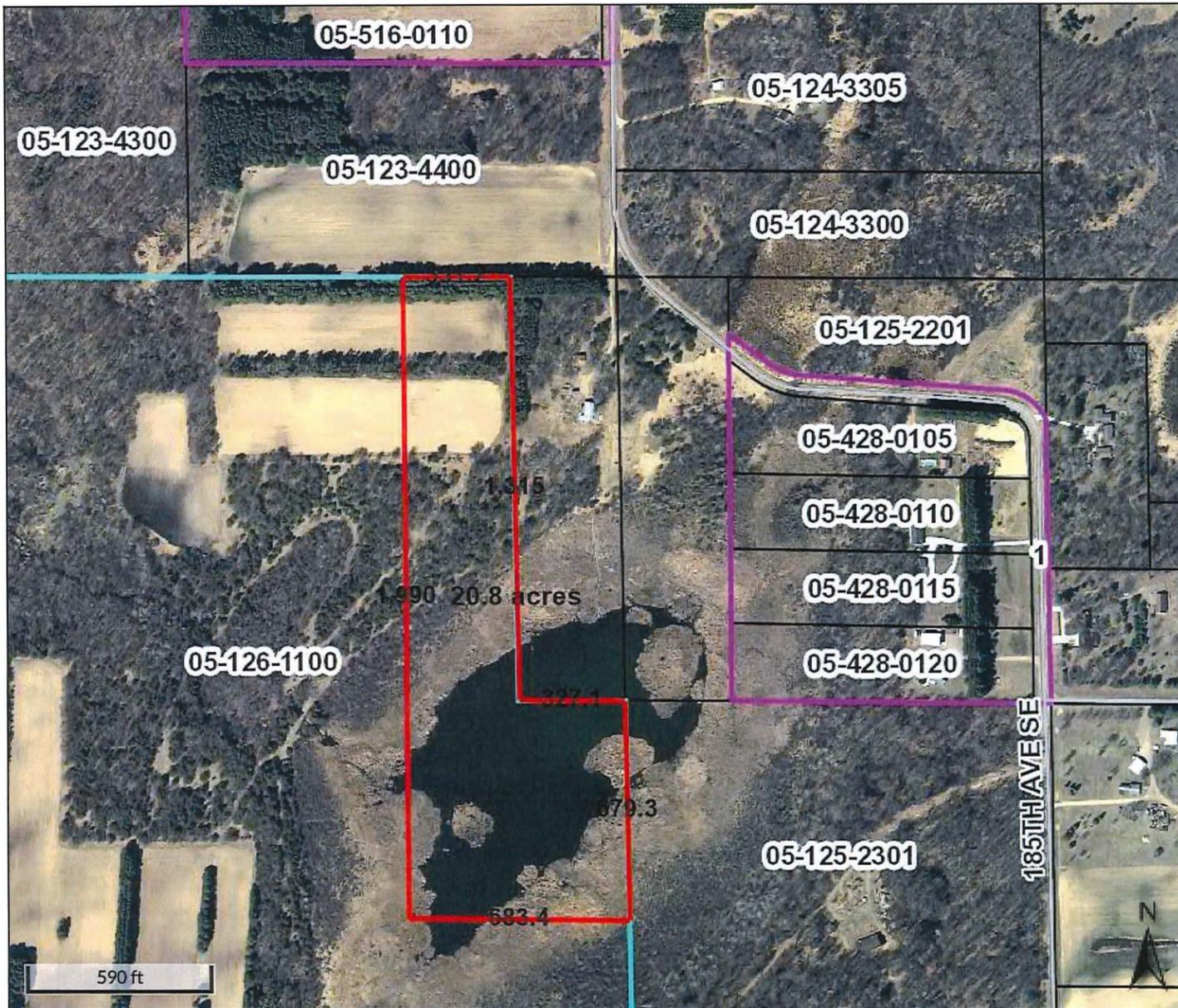
(Note: Not to be used on legal documents)

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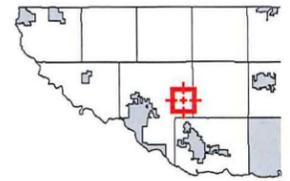
Disclaimer for St Cloud Parcels: Sherburne County information about St Cloud properties are limited to classification and value. Any questions regarding additional information please contact the City of St Cloud's assessor office.

Date created: 9/12/2017
Last Data Uploaded: 9/12/2017 2:42:17 AM

Proposed 20 Acre split
(meets and Bounds)



Overview



Legend

- Roads
- ▭ Plats
- ▭ Parcels
- Cities and Townships
- ▭ <all other values>
- ▭ City
- ▭ Township

Parcel ID	05-126-1100	Alternate ID	n/a	Owner	n/a
Sec/Twp/Rng	26-34-28	Class	101-Agricultural, 800-Wetlands Located on Ag Property, 129-Non-Homestead Agricultural Land	Address	
Property Address		Acreage	150		
District	BECKER				
Brief Tax Description	n/a				

(Note: Not to be used on legal documents)

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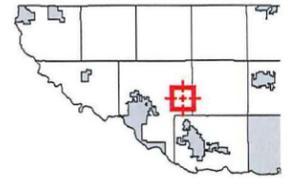
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Date created: 9/12/2017
Last Data Uploaded: 9/12/2017 2:42:17 AM

proposed location of
House on 20 Acre parcel



Overview



Legend

-  Roads
-  Plats
-  Parcels
- Cities and Townships**
-  <all other values>
-  City
-  Township

Parcel ID	05-126-1100	Alternate ID	n/a
Sec/Twp/Rng	26-34-28	Class	101-Agricultural, 800-Wetlands Located on Ag Property, 129-Non-Homestead Agricultural Land
Property Address		Acreage	150
District		BECKER	
Brief Tax Description		n/a	

Owner Address n/a

(Note: Not to be used on legal documents)

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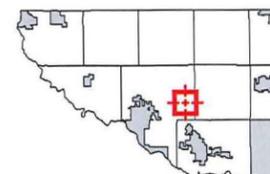
Disclaimer for St Cloud Parcels: Sherburne County information about St Cloud properties are limited to classification and value. Any questions regarding additional information please contact the City of St Cloud's assessor office.

Date created: 9/12/2017
Last Data Uploaded: 9/12/2017 2:42:17 AM

Existing Easement into our property



Overview



Legend

- Roads
- ▭ Plats
- ▭ Parcels
- Cities and Townships
- ▭ <all other values>
- ▭ City
- ▭ Township

Parcel ID	05-126-1100	Alternate ID	n/a	Owner	n/a
Sec/Twp/Rng	26-34-28	Class	101-Agricultural, 800-Wetlands Located on Ag Property, 129-Non-Homestead	Address	
Property			Agricultural Land		
Address		Acreage	150		
District		BECKER			
Brief Tax Description		n/a			

(Note: Not to be used on legal documents)

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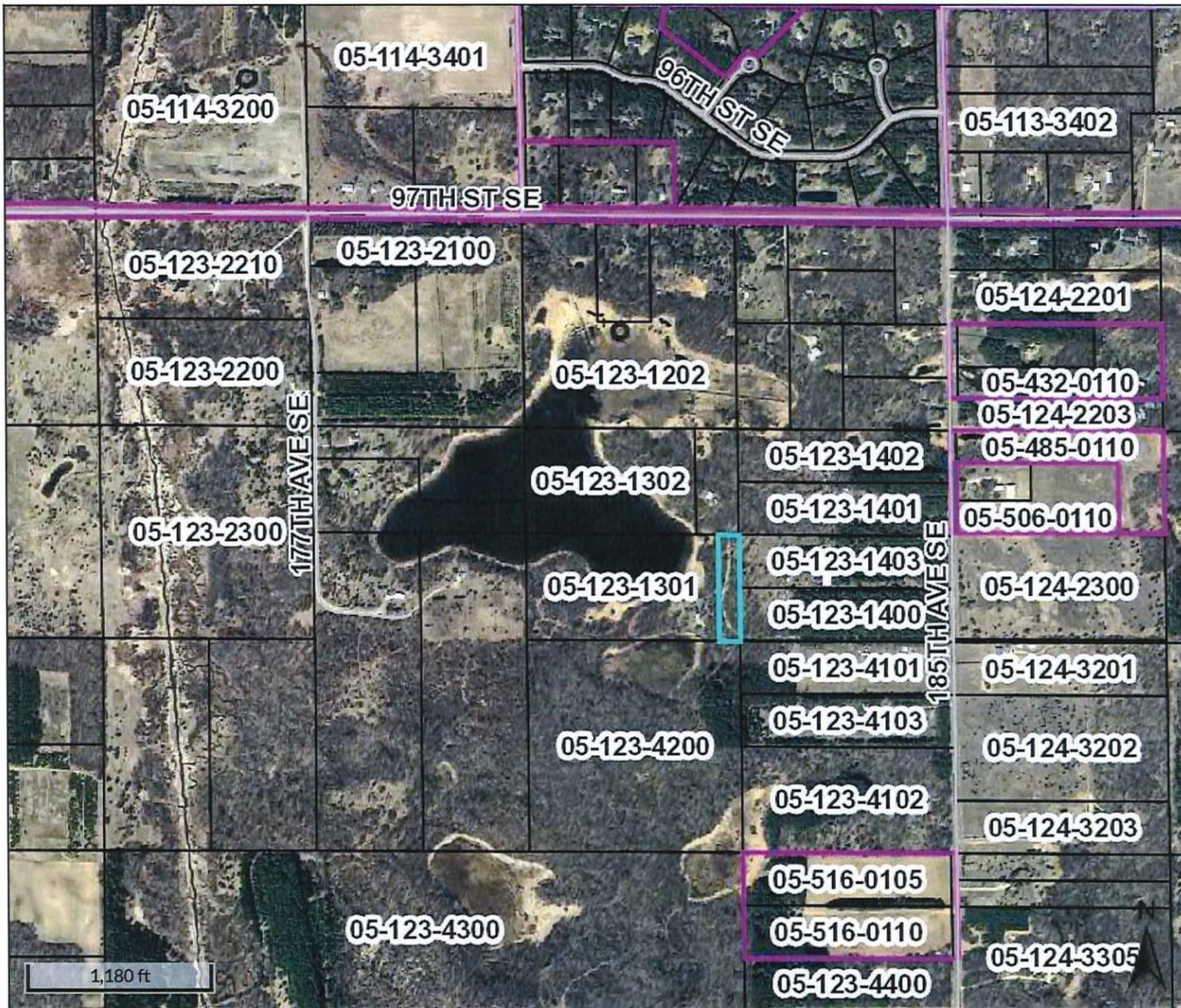
Disclaimer for St Cloud Parcels: Sherburne County information about St Cloud properties are limited to classification and value. Any questions regarding additional information please contact the City of St Cloud's assessor office.

Date created: 9/12/2017
Last Data Uploaded: 9/12/2017 2:42:17 AM

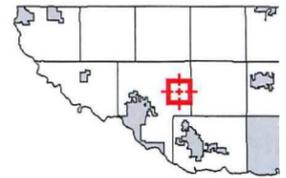
05-123-1302

No township Road Access

Beacon™ Sherburne County, MN



Overview



Legend

- Roads
- ▭ Plats
- ▭ Parcels
- Cities and Townships
- ▭ <all other values>
- ▭ City
- ▭ Township

Parcel ID	05-123-1302	Alternate ID	n/a	Owner Address	n/a
Sec/Twp/Rng	23-34-28	Class	201-Residential 1 unit, 801-Wetlands Located on Non-Ag Property		
Property Address	10198 185TH AVE SE	Acreage	17.9		
	BECKER				

District: BECKER
 Brief Tax Description: n/a

(Note: Not to be used on legal documents)

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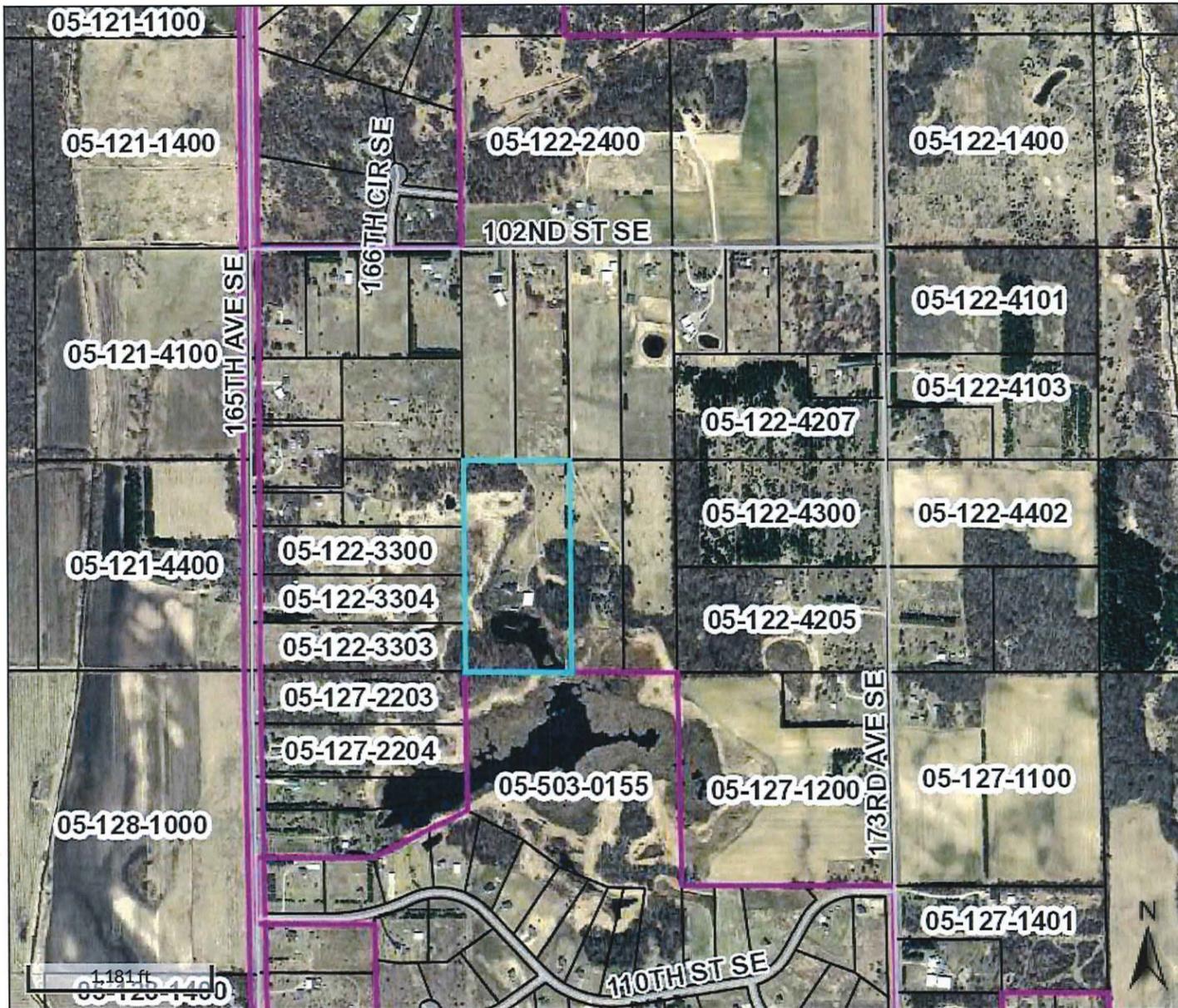
Disclaimer for St Cloud Parcels: Sherburne County information about St Cloud properties are limited to classification and value. Any questions regarding additional information please contact the City of St Cloud's assessor office.

Date created: 9/13/2017
Last Data Uploaded: 9/13/2017 5:12:16 AM

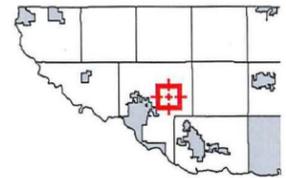
05-122-3100

No township road Access

Beacon™ Sherburne County, MN



Overview



Legend

- Roads
- ▭ Plats
- ▭ Parcels
- Cities and Townships
- ▭ <all other values>
- ▭ City
- ▭ Township

Parcel ID	05-122-3100	Alternate ID	n/a	Owner Address	n/a
Sec/Twp/Rng	22-34-28	Class	201-Residential 1 unit, 111-Rural Vacant Land		
Property Address	16819 102ND ST SE BECKER	Acreage	20		
District	BECKER				
Brief Tax Description	n/a				

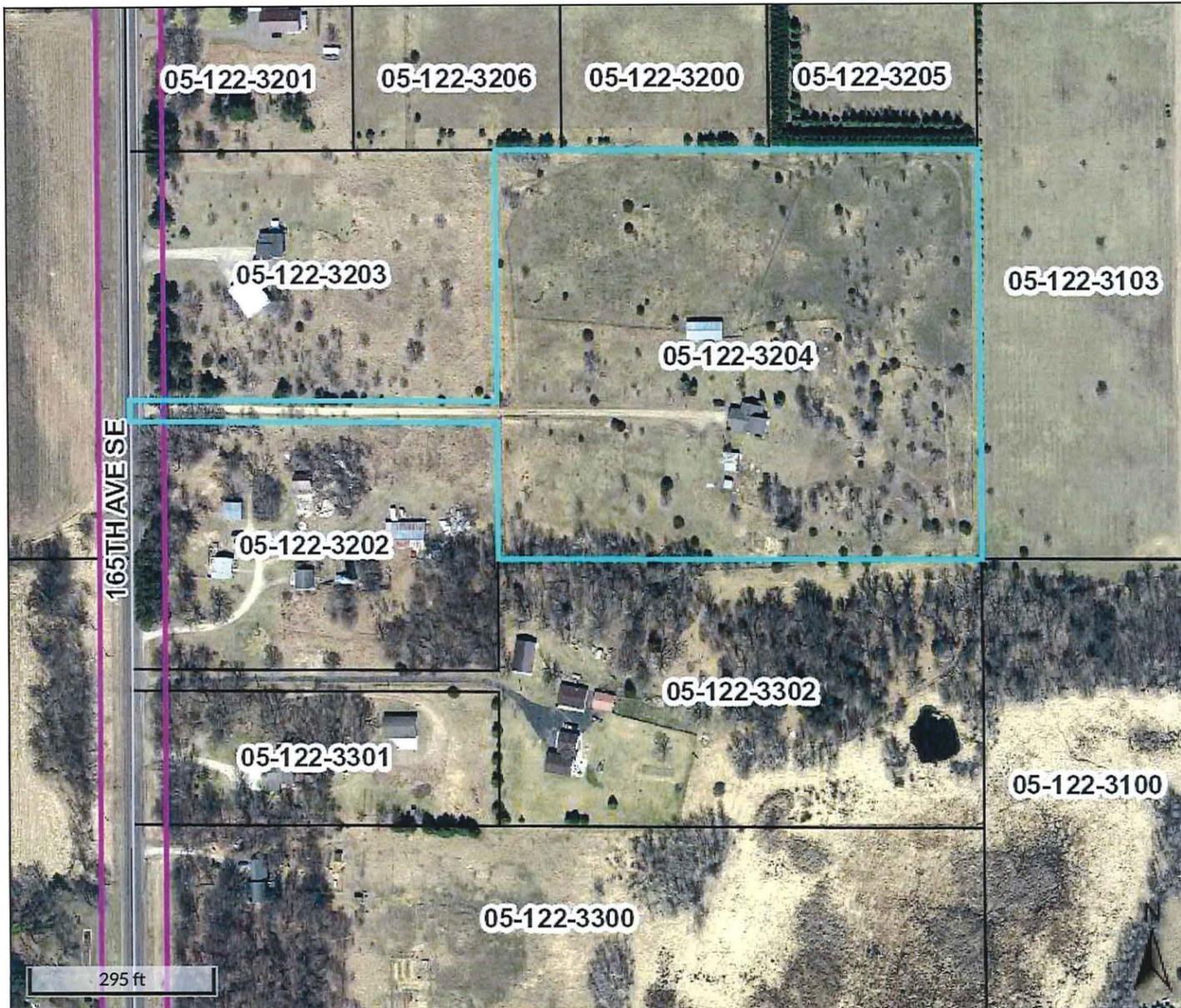
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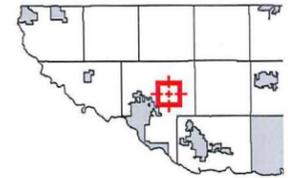
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Date created: 9/13/2017
Last Data Uploaded: 9/13/2017 5:12:16 AM

Developed by
The Schneider Corporation



Overview



Legend

-  Roads
-  Plats
-  Parcels
- Cities and Townships
 -  <all other values>
 -  City
 -  Township

Parcel ID	05-122-3204	Alternate ID	n/a	Owner Address	n/a
Sec/Twp/Rng	22-34-28	Class	201-Residential 1 unit		
Property Address	10441 165TH AVE SE BECKER	Acreage	11.27		
District	BECKER				
Brief Tax Description	n/a				

(Note: Not to be used on legal documents)

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Date created: 9/13/2017
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Township information regarding easement as related to Highland Acres and property 05-126-1100.

- 1) July 2015 – questions came in regarding easement located on parcel 05-123-4400 (address assigned 4/15/2016). Engineer interpreted easement documentation from recorder's office and noted that the Highland Acres Plat indicated the easement and that the recorder's documentation and plat were accurate in description of current easement.
 - a. Chapter 505 of State Statute – Dedicate easement ingress/egress by plat only. S23;T34;R28. (easement 731100)
 - b. There is likely a private road maintenance agreement between the property owners
- 2) Person inquiring stated that there is a private road maintenance agreement between a John Anderson and Mike & Brenda Johnson.
- 3) Shared Maintenance agreement/easement (January 2016) discovered between 05-123-4400 (north of parcel of discussion) and 05-126-1000 (east of parcel of discussion)
- 4) Highland Acres Preliminary Plat depicting easement
- 5) Easement record 731100: Dedication of Access and Utility Easement for three parcels
- 6) Staff Memo with text regarding need for easement in relationship with Joint Planning Board Resolutions 2011-03 and 2011-04 (Platting of Highland Acres)

MEMORANDUM

Date: March 14th, 2011
To: Planning Commission
From: Nick Ziegelmann
Subject: Preliminary Plat Request and Final Plat for Highland Acres
PID: 05-123-4400

Request to the Becker Township Planning Commission for the preliminary plat and final plat of Highland Acres Subdivision.

The following information is included:

- 1: Area map showing the general location of the subject property
- 2: Subdivision Application
- 3: Draft Resolution TPC 11-02
4. Draft Resolution TPC 11-03
4. Site Plan

BACKGROUND:

Highland bank, owner, and Cole Petroske, applicant have submitted a preliminary plat for Highland Acres subdivision. Highland Acres is a two (2) lot subdivision. The property is currently zoned General Rural (GR).

In accordance to Becker Township Ordinances, the preliminary plat must be reviewed by the Planning Commission, and final action will be taken by the Joint Planning Board. In reviewing the preliminary plat, the subdivision meets our current standards for lot size, dimension, and setbacks.

	Requirement:	Prelim. Plat
Lot size:	2.5 acres	9.66 acres
Lot Dimensions:	200 wide, 300 deep	326' X 1288'
Setbacks:	67ft from 185 th Ave. ROW	meets
	10 ft from side	meets
	25 ft rear	meets

Since the lot meets all of our subdivision and zoning standards, staff is recommending approval of the preliminary plat via Resolution TPC 11-02. However, staff is recommending as a condition of plat approval that a road easement be established and recorded by Highland Bank to provide access to the property to behind the plat ensuring it is not a land locked parcel. A proposed easement is shown on the preliminary plat, but after discussions with Joint Planning Board, staff has asked the applicant's surveyor to meet with the Town Engineer to ensure it is of an adequate design and accesses the current Town Road in a manner that will be acceptable for a future Town Road.

Staff is also recommending the Planning Commission approve Resolution TPC 11-03 recommending approval of the Highland Acres final plat contingent upon Joint Planning Board approval of the preliminary plat.

**BECKER JOINT PLANNING BOARD
RESOLUTION 2011-03**

**A RESOLUTION GRANTING THE APPROVAL OF THE PRELIMINARY PLAT FOR
HIGHLAND ACRES**

WHEREAS, Highland Bank, owner and Cole Petroske, applicant, have made application for a preliminary plat for a subdivision to be known as Highland Acres; and

WHEREAS, the property is legally described as:

the SE ¼ of the SE ¼ of Section 23, Township 34, Range 28,
Sherburne County, Minnesota.

; and

WHEREAS, the applicant has submitted all application materials in accordance with all requirements under the Becker Joint Planning Board Code of Ordinances; and

WHEREAS, the proposed development would include two (2) residential lots; and

WHEREAS, the proposed development meets or exceeds of existing standards for residential lots;
and

WHEREAS, the Planning Commission held a public hearing on March 14, 2011 to review the proposed preliminary plat request, at which time all persons were given an opportunity to be heard;
and

WHEREAS, the Planning Commission recommended approval of the preliminary plat at their March 14, 2011 meeting; and

NOW THEREFORE BE IT RESOLVED that the Becker Joint Planning Board hereby grants the preliminary plat of Highland Acres.

BE IT FURTHER RESOLVED that the preliminary plat approval is contingent upon Highland Bank recording an easement providing for future access to the property to the west of a design and location that is acceptable to the Township Engineer.

Gary Hammer Yes

Brad Wilkening Yes

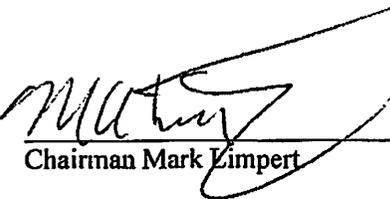
Mark Limpert Yes

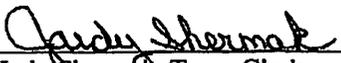
Phil Knutson Yes

Tracy Bertram Yes

Adopted this 22nd day of March, 2011.

Attest:

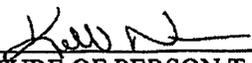

Chairman Mark Limpert


Judy Sherman Town Clerk

Drafted by:
Nick Ziegelmann, Zoning Administrator
PO Box 250
Becker MN 55308

STATE OF MINNESOTA
COUNTY OF SHERBURNE } ss.

The foregoing instrument was acknowledged before me this 22nd day of March, 2011.
By Mark Limpert, the Chairman of the Becker Joint Planning Board.


SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

**BECKER JOINT PLANNING BOARD
RESOLUTION 2011-04**

**A RESOLUTION GRANTING APPROVAL OF THE FINAL PLAT FOR HIGHLAND
ACRES**

WHEREAS, Highland Bank, owner and Cole Petroske, applicant, have made application for a preliminary plat for a subdivision to be known as Highland Acres; and

WHEREAS, the property is legally described as:

the SE ¼ of the SE ¼ of Section 23, Township 34, Range 28,
Sherburne County, Minnesota.

;and

WHEREAS, the applicant has submitted all application materials in accordance with all requirements under the Becker Joint Planning Board Code of Ordinances; and

WHEREAS, the proposed development would include two (2) residential lots; and

WHEREAS, the proposed development meets or exceeds of existing standards for residential lots;
and

WHEREAS, the Becker Township Planning Commission recommended approval of the preliminary plat via Resolution TPC 2011-02; and

WHEREAS, the Planning Commission reviewed the final plat request at their March 14th, 2011 meeting to ensure consistency with the preliminary plat; and

WHEREAS, the Planning Commission recommended approval of the preliminary plat to the Joint Planning Board at their March 14th, 2011 meeting; and

NOW THEREFORE BE IT RESOLVED that the Becker Joint Planning Board approves the final plat of Highland Acres.

BE IT FURTHER RESOLVED that the final plat approval is contingent upon Highland Bank recording an easement providing for future access to the property to the west of a design and location that is acceptable to the Becker Town Engineer.

Gary Hammer Yes

Brad Wilkening Yes

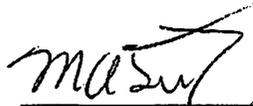
Mark Limpert Yes

Phil Knutson Yes

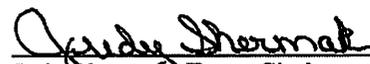
Tracy Bertram Yes

Adopted this 22nd day of March, 2011.

Attest:



Chairman Mark Limpert

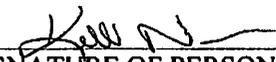


Judy Shermak, Town Clerk

Drafted by:
Nick Ziegelmann, Zoning Administrator
PO Box 250
Becker MN 55308

STATE OF MINNESOTA
COUNTY OF SHERBURNE } ss.

The foregoing instrument was acknowledged before me this 22nd day of March, 2011.
By Mark Limpert, the Chairman of the Becker Joint Planning Board.



SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

Doc. No. 731100

Certified, filed, and/or recorded on

5/5/2011 9:25 AM

Michelle Ashe, County Recorder


Deputy

Fees: **\$48.00**



DEDICATION OF ACCESS AND UTILITY EASEMENT

THIS DEDICATION OF ACCESS AND UTILITY EASEMENT ("Easement Dedication") is made effective the 12th day of April, 2011, by Highland Bank, a Minnesota banking corporation, and Brenda Jean Johnson, a single person (collectively, "Owners").

RECITALS

A. Owners, as joint tenants, are the owners in fee simple of all of that certain real property located in Sherburne County, Minnesota, and legally described as follows:

See Exhibit "A", attached hereto and incorporated herein ("Parcel A")

B. Owners, as joint tenants, are the owners in fee simple of all of that certain real property located in Sherburne County, Minnesota, and legally described as follows:

See Exhibit "B", attached hereto and incorporated herein ("Parcel B")

C. Owners, as joint tenants, are the owners in fee simple of all of that certain real property located in Sherburne County, Minnesota, and legally described as follows:

See Exhibit "C", attached hereto and incorporated herein ("Parcel C")

D. Owners, by these presents, intend to dedicate an easement for ingress and egress purposes and utility purposes over, under and across a portion of Parcel A and Parcel B ("Easement Area"), for the benefit of Parcel B and Parcel C, legally described as follows:

A 66.00 foot easement for ingress and egress and utility purposes over, under, and across the Southeast Quarter of the Southeast Quarter of Section 23, Township 34 North, Range 28 West, and over, under, and across the Northeast Quarter of Section 26, Township 34 North, Range 28 West, Sherburne County, Minnesota, being 33.00 feet on each side of the following described centerline:

LAND TITLE, INC.
2200 W. COUNTY ROAD C
SUITE 2205
ROSEVILLE, MN 55113
File No. MR 337995

Commencing at the southeast corner of said Southeast Quarter of the Southeast Quarter of Section 23; thence on an assumed bearing of North 00 degrees 31 minutes 02 seconds West, along the east line of said Southeast Quarter of the Southeast Quarter, a distance of 268.19 feet to the point of beginning of the line to be described; thence South 89 degrees 28 minutes 58 seconds West, a distance of 33.00 feet; thence South 00 degrees 31 minutes 02 seconds East, parallel with the east line of said Southeast Quarter of the Southeast Quarter, a distance of 234.77 feet to a point distant 33.00 feet northerly of, measured parallel to and perpendicular with, the south line of said Southeast Quarter of the Southeast Quarter; thence North 89 degrees 48 minutes 00 seconds West, parallel with the south line of said Southeast Quarter of the Southeast Quarter, a distance of 1025.75 feet; thence southwesterly a distance of 206.03 feet along a tangential curve, concave to the southeast, having a radius of 300.00 feet and a central angle of 39 degrees 20 minutes 57 seconds; thence southwesterly, westerly, and northwesterly a distance 414.42 feet along a tangential reverse curve, concave to the north, having a radius of 300.00 feet and a central angle of 79 degrees 08 minutes 57 seconds; thence North 50 degrees 00 minutes 00 seconds West, tangent to said curve, a distance of 52.35 feet to the north line of said Northeast Quarter of Section 26, and said centerline there terminating.

The side lines of said easement are to be prolonged or shortened to terminate at the north line of said Northeast Quarter of Section 26, Township 34 North, Range 28 West, Sherburne County, Minnesota.

E. Parcel A, Parcel B and Parcel C shall sometimes hereafter be collectively referred to as the "Parcels".

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intend to establish a driveway easement as follows:

1. Granting of Ingress, Egress and Utility Easement. Owners hereby grant, for the benefit of the Parcel B, Parcel C and the owners thereof, a perpetual easement for ingress, egress, and utility purposes over, under and across the Easement Area.

2. Use of the Easement Area for Ingress and Egress Purposes. The easements dedicated herein shall be for ingress and egress purposes including, but not limited to, constructing, maintaining, repairing and replacing a driveway, over and across the Easement Area, together with the right to remove trees, bushes, undergrowth and other obstructions interfering in the location, construction and maintenance of said driveway. Notwithstanding the foregoing, the easement granted herein shall not constitute an easement for parking purposes.

EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL A

The South 660.00 feet of the Southeast Quarter of the Southeast Quarter of Section 23, Township 34 North, Range 28 West, Sherburne County, Minnesota.

EXHIBIT "B"

LEGAL DESCRIPTION OF PARCEL B

The Northeast Quarter of Section 26, Township 34 North, Range 28 West, Sherburne County, Minnesota, EXCEPT the East 331.33 feet of the Northeast Quarter of the Northeast Quarter of Section 26, Township 34 North, Range 28 West, Sherburne County, Minnesota

EXHIBIT "C"

LEGAL DESCRIPTION OF PARCEL C

The Southwest quarter of the Southwest quarter and the Southwest quarter of the Southeast quarter and the Southeast quarter of the Southwest quarter all Section 23, Township 34, Range 28, Sherburne County, Minnesota, together with an easement of ingress and egress to said land over and across the Northerly 2 rods of the Northeast quarter of the Northeast quarter of Section 27, Township 34, Range 28, Sherburne County, Minnesota and the Westerly 100 feet of the Northerly 2 rods of the Northwest quarter of Section 26, Township 34, Range 28, Sherburne County, Minnesota

3. Use of the Easement Area for Utility Purposes. The easement dedicated herein shall also be for utility purposes including, but not limited to, constructing, maintaining, repairing and replacing any lines, equipment, materials or other items for utility purposes, over, across, through and under the Easement Area, together with the right to excavate and refill ditches and/or trenches for the location of said utilities, and the further right to remove trees, bushes, undergrowth and other obstructions interfering in the location, construction and maintenance of said utilities.

4. Running of Benefits and Burdens. The easements dedicated herein shall be non-exclusive, perpetual and shall, as applicable, inure to the benefit of Owners, as the owners of the Parcels, and their respective heirs, successors and assigns, including without limitation, any future owners, tenants, invitees and licensees of the Parcels.

5. Obstruction. The easements dedicated herein shall not be obstructed, except as may be reasonably necessary, on a temporary basis, for maintenance, repair, reconstruction, security or other reasonable and necessary and/or appropriate purposes provided for herein.

6. Maintenance. To the extent, any construction, maintenance, upkeep, costs or expenses incurred in connection with this Easement Dedication are solely for the benefit of either Parcel B or Parcel C, the owner of said benefiting parcel shall be solely responsible for the construction, maintenance, upkeep, and costs and expenses thereof. To the extent, any construction, maintenance, upkeep, costs or expenses incurred in connection with this Easement Dedication are for the benefit of both Parcel B and Parcel C, the owners thereof shall be jointly and severally responsible for the construction, maintenance, upkeep, and costs and expenses thereof.

7. Subdivision of Parcels. In the event any of the Parcels are further subdivided, this Easement Dedication shall continue to (i) burden any subdivided portions of Parcel A which include a portion of the Easement Area, (ii) burden any subdivided portions of Parcel B which include a portion of the Easement Area, (iii) benefit all subdivided portions of Parcel B, and (iv) benefit all subdivided portions of Parcel C.

8. Construction of Agreement. This Easement Dedication shall be given a reasonable construction so that the intention of the parties to confer reasonable usable benefits and reasonably enforceable obligations are carried out.

9. Governing Law. The easements dedicated herein shall be construed and governed by the laws, ordinances, codes, rules and regulations of the State of Minnesota, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the undersigned has caused this Easement Dedication to be executed as of the effective day and year first above written.

THE FOLLOWING PAGES ARE THE SIGNATURE PAGES.

Doc. No. **815798**

Certified, Filed, and/or recorded on

January 29, 2016 1:35 PM

Michelle Ashe, County Recorder

29th Filed in my office this
day of January 2016
Diane Arnold
Sherburne County Auditor/Treasurer
by [Signature]
Deputy Auditor/Treasurer

By [Signature] Deputy

Fees: **\$46.00**



815798

(Reserved for Recording Data)

SHARED EASEMENT AND MAINTENANCE AGREEMENT

This Agreement is made on date listed below by John H. Anderson and Rhonda J. Anderson, spouses married to each other, ("Grantors"), and Mark F. Smith and Ramona D. Smith, spouses married to each other ("Smith"), and Charles D. Axelson ("Axelson")(Smith and Axelson shall collectively be referred to as "Grantees").

RECITALS

- A. Grantors are the owners of Parcel 1 located in Sherburne County, Minnesota, and legally described on Exhibit A attached hereto and made a part hereof.
- B. Smith are the owners of Parcel 2, as is located in Sherburne County, Minnesota and legally described on Exhibit B attached hereto and made a part hereof, as contract vendors pursuant to the terms of that certain Contract for Deed dated June 1st, 2012.
- C. Axelson is the owner of Parcel 2 as contract vendee pursuant to the terms of that certain Contract for Deed dated June 1st, 2012.
- D. Access to said Parcel 1 and Parcel 2 is or will be by means of a shared driveway over, upon and across the real property legally described in Exhibit C (hereinafter referred to as "Driveway Easement").
- E. Grantors and Grantees wish to establish a shared easement for driveway, roadway, and utility purposes over, under, upon and across the Driveway Easement for the benefit of said Parcel 1 and Parcel 2 and wish to establish the obligations of the owners of said Parcels for the maintenance of the said shared Driveway Easement.

NOW, THEREFORE, the undersigned hereby agree that said Parcel 1, Parcel 2 and the Driveway Easement shall each be held, transferred, sold and used subject to the following easement, covenants and maintenance obligations, all of which shall run with the said land and be binding upon all persons and entities owning or acquiring any right, title or interest therein:

- 1. Grantors hereby convey and grant to Grantees a perpetual, non-exclusive easement the use of which is to be shared by the owners of said Parcel 1 and Parcel 2 for driveway, roadway and utility purposes over, under, upon and across the Driveway Easement. The said Driveway

05-123-4400; 05-126-1000
001-921-50; 0045-221-50

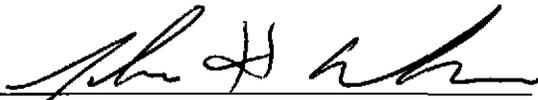
Easement shall forever benefit and be appurtenant to said Parcel 1 and Parcel 2 and burden Parcel 1.

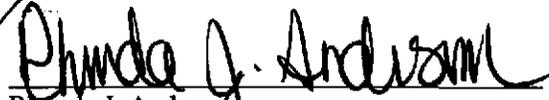
2. The phrase "driveway, roadway and utility purposes" shall mean traveling or passing over, under, upon and across the Driveway Easement by pedestrians and by vehicles of all kinds as well as the right to, without limitation, install, maintain, improve and replace all utilities including without limitation municipal wastewater treatment and water, electricity, natural gas, cable television, telephone and other utilities. The phrase "driveway, roadway and utility purposes" shall include the right to install, maintain a gate or a fence, or plant, maintain or re-plant trees, plants or shrubs (or any combination of the foregoing) within the Driveway Easement. The term "driveway purposes" shall include the right to construct a gravel or hard surface driveway or roadway upon the Driveway Easement. It does not include the right to park or leave a vehicle on the Driveway Easement for more than 24 hours or to otherwise block or interfere with the movement of pedestrians or vehicles on the Driveway Easement. The various owner(s) of the benefited parcel(s) may grant non-exclusive easements to utility providers as may be necessary for (among other things) installation, maintenance, improvement and replacement of utility lines to service any benefited parcel(s).
3. The owners of Parcel 2 shall be solely responsible for maintaining the driveway on the Driveway Easement, to include snow removal, until such time as a structure is constructed on Parcel 1. Upon the commencement of the construction of a structure upon Parcel 1, the owners of Parcel 1 and Parcel 2 shall be jointly responsible for maintaining the driveway on the Driveway Easement, to include snow removal. The driveway currently servicing Parcel 1 and Parcel 2 shall be maintained in good condition and passable by ordinary motor vehicles at all times. The repair and maintenance of the driveway on the Driveway Easement shall be by written authorization of the owners of Parcel 1 and Parcel 2. If the owner of one of said Parcels fails to promptly pay its share of any such expense, the owner or owners of the other said Parcels may pay such share, and the amounts so paid shall become a lien upon the Parcel of the owner who failed to make such payment, and the owner or owners who paid for such expense shall be entitled to enforce the same in any court of competent jurisdiction; provided, however, that such lien shall be subordinate to any mortgage encumbering the defaulting owner's Parcel, and provided further that any failure to pay shall not be considered basis for loss of use of the Driveway Easement for driveway, roadway, and utility purposes
4. Upon the commencement of the construction of a structure upon Parcel 1, the owners of Parcel 1 and Parcel 2, each owner of one or more of the said Parcels shall maintain, at its expense, general public liability insurance against claims for personal injury, death or property damage occasioned by accidents occurring upon, in or about the Driveway Easement.
5. Each owner of one or more of the said Parcels shall indemnify and hold the other such owners harmless against any and all claims, actions, damages, liability or expense in connection with the loss of life, personal injury or damage to property occasioned in whole or in part by any act or omission of the indemnifying owner, its tenants, agents, employees, licensees and invitees involving the use of the Driveway Easement, including without limitation injury or loss caused by or to animals.
6. The owner of Parcel 1 may dedicate all or part of the Driveway Easement to the public use without the consent of the owner of Parcel 2. The owner of may dedicate all or part of Driveway Easement to the public for public use only with the express consent of the owner or owners of Parcel 1. In such event, upon acceptance of the grant of title to Driveway Easement, or easement rights thereupon, this document shall terminate as to the amount so dedicated.

7. The said Parcels may be platted, subdivided or split pursuant to applicable ordinances and laws governing subdivision and all subdivided parcel owners shall be considered benefited by this Agreement. The pro-rated share of expenses shall be divided among the total number of parcels. By way of example, if Parcel 1 is split into three parcels making the total number of benefited parcels 4, then Parcel 2 and each subdivided parcel from Parcel 1 shall each pay one-fourth of the expenses described herein.
8. The terms of this Agreement shall run with the land and shall be binding upon the successors and assigns of the undersigned and all parties having an interest in said Parcel 1, Parcel 2, and the Driveway Easement. It is the express intention of the undersigned that the easement rights created herein shall not merge by operation of law with the fee title ownership of a Parcel by any party or parties now or in the future.

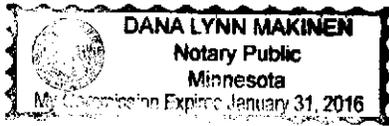
[SIGNATURE ON FOLLOWING PAGE]

GRANTORS:


John H. Anderson


Rhonda J. Anderson

STATE OF MINNESOTA)
) ss.
COUNTY OF MILLE LACS)



The foregoing instrument was acknowledged before me this 9th day of November, 2015, by John H. Anderson and Rhonda J. Anderson, spouses married to each other.


Notary Public

GRANTEES:

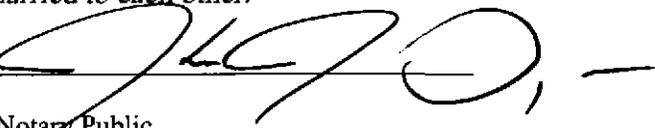

Mark F. Smith


Ramona D. Smith

STATE OF MINNESOTA)
) ss.
COUNTY OF MILLE LACS)

The foregoing instrument was acknowledged before me this 21st day of November, 2015, by and Mark F. Smith and Ramona D. Smith, spouses married to each other.




Notary Public

Charles Axelson
Charles Axelson

STATE OF MINNESOTA)
) ss.
COUNTY OF MILLE LACS)

The foregoing instrument was acknowledged before me this 24th day of November, 2015, by Charles Axelson, a single person.

Joyce Wickman
Notary Public



Drafted By: BERRY LAW OFFICES
206 South Rum River Drive
Princeton, MN 55371

EXHIBIT A
LEGAL DESCRIPTION

Parcel 1:

South $\frac{1}{2}$ of SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 23, Township 34 North, Range 28 West, Sherburne County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION

Parcel 2:

The East 331.33 feet of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 26, Township 34 North, Range 28 West, Sherburne County, Minnesota.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, this _____ day of _____, 20____.

County Clerk

EXHIBIT C

DRIVEWAY EASEMENT

A 20.00 feet easement for ingress and egress and utility purposes over, under, and across the Southeast Quarter of the Southeast Quarter of Section 23, Township 34 north, Range 28, described as follows:

Beginning at the Southeast corner of said Southeast Quarter of the Southeast Quarter of Section 23; thence on an assumed bearing of the North 00 degrees 31 minutes 02 seconds West, along the East line of said Southeast Quarter of the Southeast Quarter, a distance of 268.19 feet; thence South 89 degrees 28 minutes 58 seconds West 20.00 feet; thence South 00 degrees 31 minutes 02 seconds East 267.94 feet to the South line of said Southeast Quarter of the Southeast Quarter; thence South 89 degrees 48 minutes 00 seconds East, along said South line a distance of 20.00 feet to the point of beginning.

Please return to:
Custom Title Services, LLC
9766 Fallon Avenue, Suite 103
Monticello, MN 55362
File # 20180383

Emailing 9/6/2017 – from Jacob Sanders to Zac Johnson regarding

The property is classified as a Lot of Record within the Joint Planning Board Code of Ordinances which states in multiple sections that “a parcel of land separated from other parcels by legal description and which satisfied the physical standards for width, depth, density, area, right of way frontage and sewage treatment requirements established by law on the date the lot was recorded with the Sherburne County Recorder, after approval by the then appropriate governmental authority as a division or a subdivision. A lot of record which no longer meets the requirements described in the preceding provision hereof, is subject to the non-conforming use provisions of this Ordinance.”

The proposed property split would create a new non-conforming use which is not allowed by Becker Township Ordinance or Minnesota Statute. The Non-Conforming Use provisions of the ordinance are outlined in Subd. 4.06 and state in part “A legal nonconforming use may be continued, and may be repaired, replaced, restored, maintained, or improved in order to maintain the same structural dimensions, use or occupancy as lawfully existed on the effective date of this Ordinance . . .” The provisions do not allow for an expansion or creation of a new nonconforming use. Minnesota Statute 462.357 Subd. 1e states the same language as previously stated, but also clarifies that the nonconforming use cannot be expanded.

The existing parcel of record has no frontage on a public right of way it does not meet the requirements of the current zoning and subdivision regulations and is therefore subject to the nonconforming use provisions of the ordinance, and as such it cannot be expanded. Creating two parcels from the existing one parcel either by subdivision or by metes and bounds conveyance would be an expansion of the nonconforming use and would therefore not be permitted.

Can a 5 acre lot be subdivided from the existing 150 acre parcel?

As stated previously, as this parcel currently has no frontage on a public roadway or right of way the parcel cannot be subdivided. However, if the owner was able to obtain access to the nearby 185th Avenue he would have the potential to subdivide. If this were to occur, the property owner would be responsible for installing the roadway from 185th Avenue to the property and along the full frontage of all parcels created within the plat. The roadway would be required to be platted, dedicated, and built to Township standards at the property owner’s expense.

Can a 20 acre metes and bounds conveyance occur?

A metes and bounds conveyance can be exempt from subdivision regulations but the resulting parcels must still meet all other zoning ordinance provisions. Subdivision 18.03 of the Subdivision Regulations mirrors Minnesota Statute 462.358 Subd. 4b.(b)(6) which provides for “a single parcel of residential or agricultural land of not less than 20 acres and having a width of not less than 500 feet and its conveyance does not result in the division of the parcel into two or more lots or parcels, any of which is less than 20 acres in area or 500 feet in width[.]” to be exempt from the subdivision regulations.

However, because the right of way frontage requirements for parcels are established within the Zoning Ordinance and not just the Subdivision Ordinance the frontage requirements would still be applicable and therefore a metes and bounds conveyance would not be allowed without the owner obtaining and establishing public road access to the newly created parcel. There is a difference between the amount of public road frontage required between the Zoning Ordinance regulations and the Subdivision

Ordinance regulations. If the property is platted under the Subdivision Ordinance regulations, the lots must “. . . abut for their full frontage on a publicly dedicated street[.]” per Subdivision 18.10 item 6. Whereas, with a metes and bounds conveyance the lots must just “have frontage” on a public right of way, it is not required to extend along the full frontage.

Is there an exemption to the regulations?

As stated earlier there are no exemption provisions within the zoning or subdivision regulations to allow for a nonconforming use to be expanded.

Lastly, Subdivision 6.05 B of the Zoning Ordinance prohibits the building of a structure on an existing lot of record or any newly created nonconforming lots that does not have frontage on a public right of way or does not conform to minimum size standards.

Some definitions and information from the Township’s Zoning Ordinance:

Driveway: An area improved for vehicular and pedestrian traffic connecting a lot to a public road, which is wholly located on the lot to which access is provided.

Subdivision: A parcel of land separated from other parcels of land by legal description in accordance with the Subdivision Regulations of the Town of Becker, or the County of Sherburne.

Subdivision, Simple Lot: The division of a platted lot of record into two lots, each of which complies with all zoning and subdivision requirements

Section 18: Subdivision Standards

18.03: Conditions for Metes and Bounds or United States Public Land Survey Conveyances.

1. No conveyance of land in which the land conveyed is described by metes and bounds, United States Public Land Survey, or by reference to an unapproved registered land survey made after the effective date of Laws 1961, Chapter 462, shall be made or recorded unless the parcel described in the conveyance:
 - A. Is a separate parcel of record at the effective date of this Chapter, or
 - B. Was the subject of a written agreement to convey that which was entered into prior to such date, or
 - C. Was a separate parcel of not less than two and one-half (2 1/2) acres in area and one hundred fifty (150) feet in width on November 1, 2009, or
 - D. Is a single parcel of commercial or industrial land of not less than five (5) acres and having a width of not less than (300) feet and its conveyance does not result in the division of the parcel into two or more lots or parcels, any one of which is less than five (5) acres in area and three hundred (300) feet in width, or
 - E. Is a single parcel of residential or agricultural land of not less than twenty (20) acres and having a width of five hundred (500) feet. Conveyance does not result in the division of the parcel into two or more lots or parcels, any one of which is less than twenty (20) acres in area and five hundred (500) feet in width.

2. Any of the above transfers of land shall require a certificate of compliance duly executed by the Town Clerk after approval by the Town Board prior to recording of the land transfer in the County Recorder's Office.
3. The Town Board may refuse to take over tracts as streets or roads or to improve, repair, or maintain any tracts which have been subdivided in this manner.

18.07 Definitions.

The following terms, as used in this Chapter, shall have the meanings stated:

14. **Easement.** A grant by an owner of land for the specific use of said land for a public or quasi-public purpose.
32. **Lots of Record:** A Lot of Record is a parcel of land separated from other parcels by legal description and which satisfied the physical standards for width, depth, density, area, right of way frontage and sewage treatment requirements established by law on the date the lot was recorded with the Sherburne County Recorder, after approval by the then appropriate governmental authority as a division or a subdivision. A lot of record which no longer meets the requirements described in the preceding provision hereof, is subject to the non-conforming use provisions of this Ordinance.
43. **Right-of-Way.** Land donated, dedicated and held in public trust for use as a street, alley, or crosswalk.
49. **Subdivision.** The division or re-division of a lot, tract, or parcel of land by plat, registered land survey or by United States Public Land Survey description.
51. **Subdivision, Minor.** Any subdivision containing not more than three (3) lots fronting on an existing street, not involving any new public street or road, or the extension of the Township streets or utilities or the creation of any public improvements, and not adversely affecting the remainder of the parcel or adjoining property, and not in conflict with any provision or portion of an adopted Comprehensive Plan, Official Zoning Map, Zoning Chapter, or these subdivision regulations.
52. **Subdivision, Simple Lot.** The division of a platted lot of record into two lots, each of which complies with all zoning and subdivision requirements

Subdivision 18.10. Subdivision Design Standards

- F. Private streets or half streets shall be prohibited.
- G. Where adjoining lands are not subdivided, some of the streets in the new subdivision shall be required to be extended to the boundary line of the tract to make provision for future access into adjacent areas.
- H. All subdivisions shall be required to conform to the Comprehensive Plan. Arterial and collector streets shown on the Land Use Plan shall be dedicated, on the locations and widths shown, to the Township as a condition of plat approval.

3369160

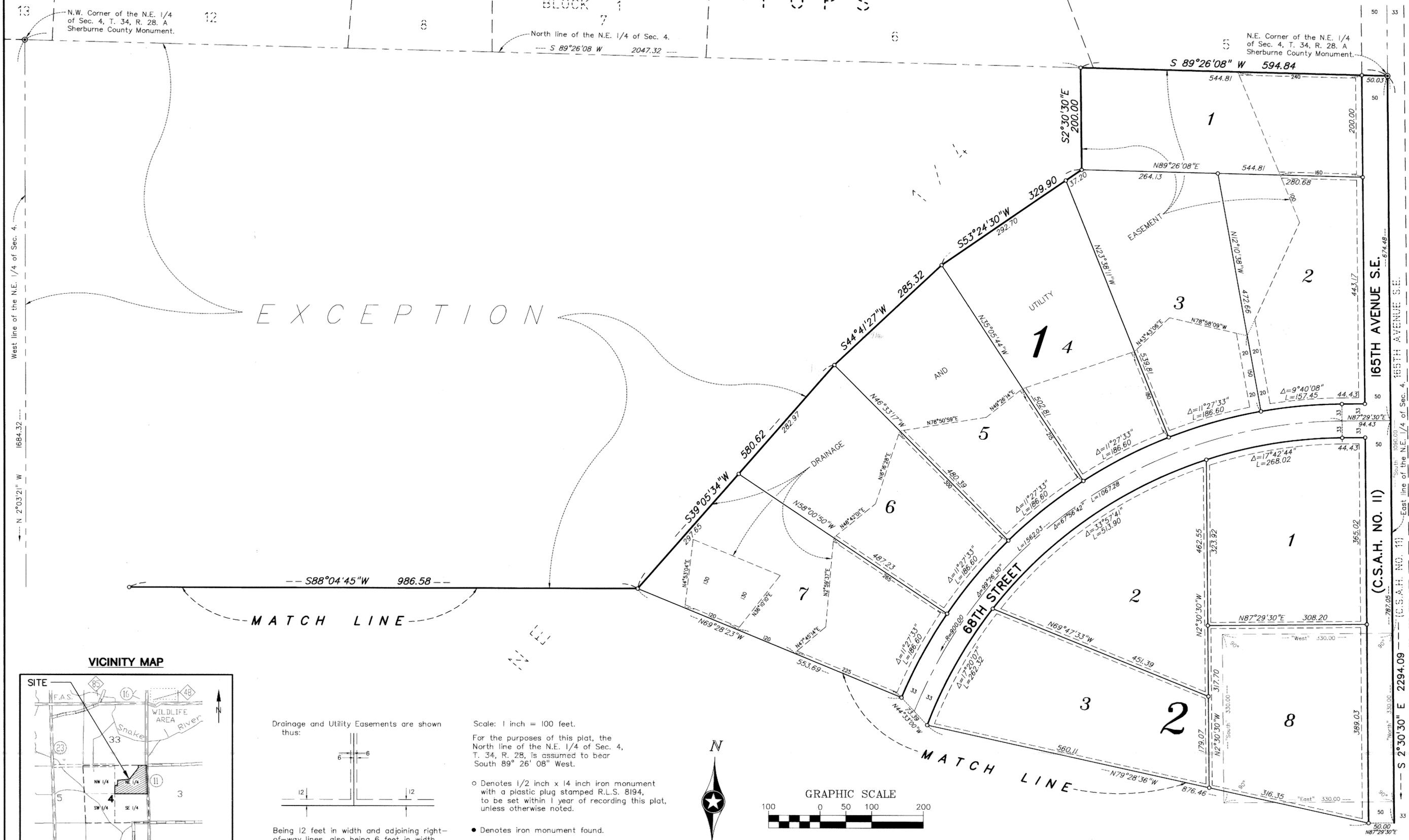
OAKWOOD ESTATES

BECKER TOWNSHIP,
SHERBURNE COUNTY, MN.

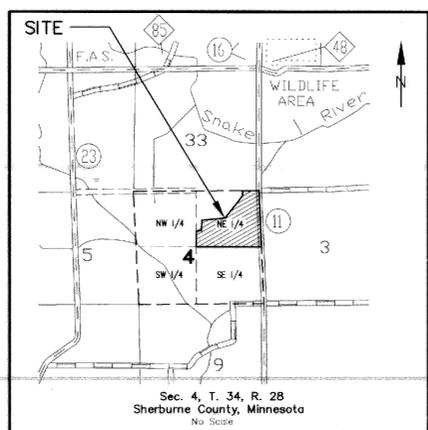
T I M B E R

B L O C K 1

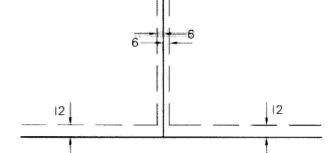
T O P S



VICINITY MAP



Drainage and Utility Easements are shown thus:



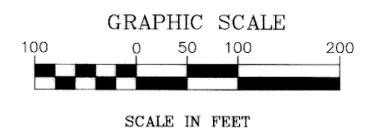
Being 12 feet in width and adjoining right-of-way lines, also being 6 feet in width and adjoining lot lines, unless otherwise indicated, as shown on the plat.

Scale: 1 inch = 100 feet.

For the purposes of this plat, the North line of the N.E. 1/4 of Sec. 4, T. 34, R. 28, is assumed to bear South 89° 26' 08" West.

○ Denotes 1/2 inch x 14 inch iron monument with a plastic plug stamped R.L.S. 8194, to be set within 1 year of recording this plat, unless otherwise noted.

● Denotes iron monument found.



John Oliver & Associates

SHEET 3 OF 3 SHEETS



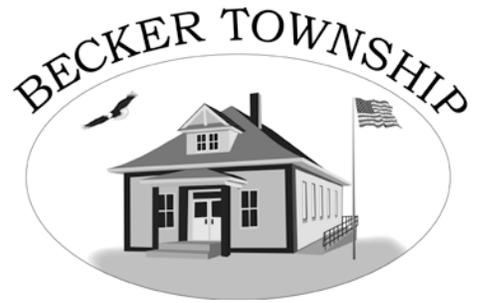


Photos of the cul de sac on 172nd—Oak Crest

9/11/2017

Request for Town Board Action

Meeting Date: 9/18/2017



Agenda Item #/Location: TPC/JPB Updates		Description: Retaining Wall in Township Easement Update	
Support Documentation	<input type="checkbox"/> None <input checked="" type="checkbox"/> As described: Memo; map		
Background/Key Issues	Applicant requested placement of a structured retaining wall in the Townships drainage easement.		
Board Action Requested	<input checked="" type="checkbox"/> Information/Review <input type="checkbox"/> Motion to approve/disapprove <input type="checkbox"/> Other:		
Deadline Involved? _____			
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



September 14th, 2017

MEMORANDUM

TO: Town Board

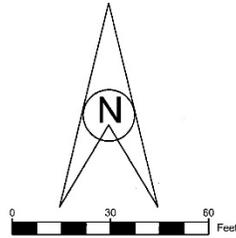
FROM: Jacob Sanders
City Planner

SUBJECT: **Update on Retaining Wall for Monroe Residence**

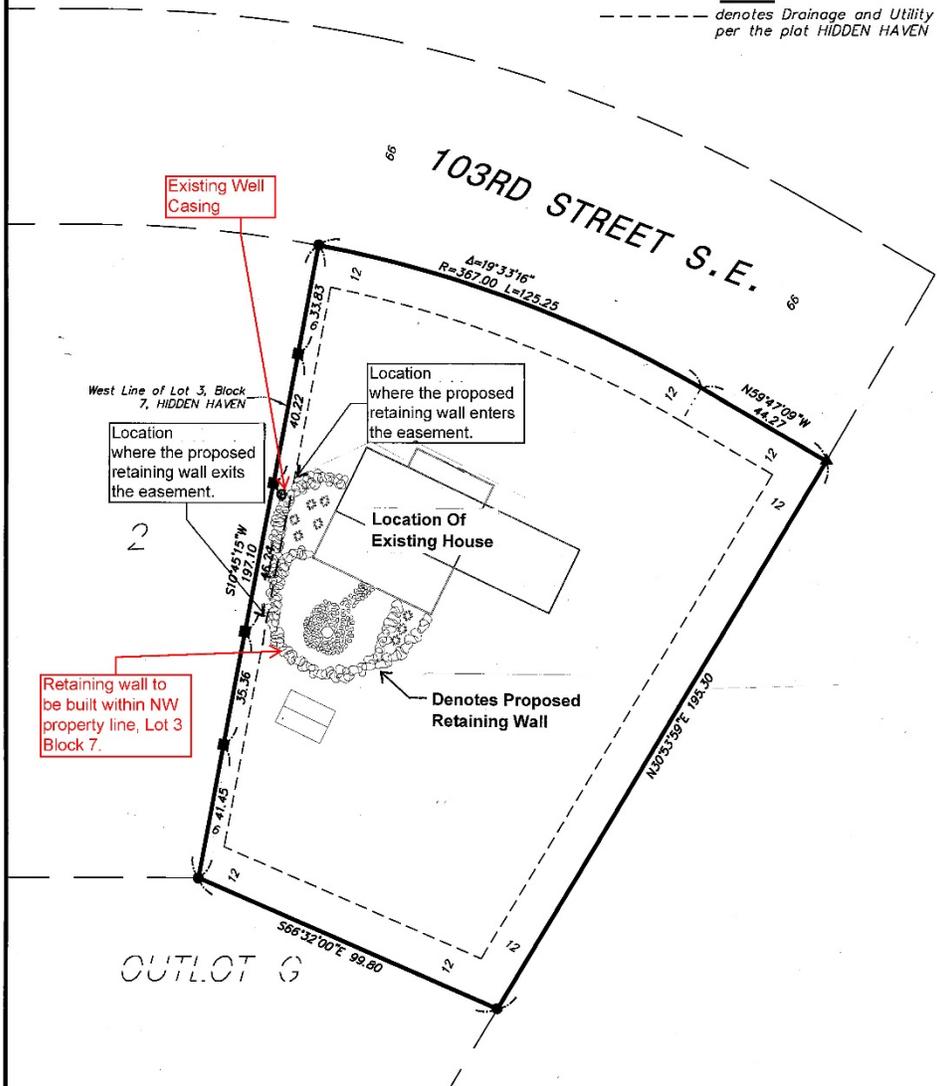
A few months ago Chris Monroe applied for a permit to build a retaining wall on his property. His property has a basement walkout that was excavated without a building permit and which would not have been approved if a building permit was submitted due to the topography. Chris was given permission by the board to work in the easement on the condition that he obtained a waiver of liability indemnifying the Township of all future responsibilities of costs that may be incurred as a result of any work that might be required to be performed in the easement.

The submitted permit and site plan were not sufficient for review or approval. Chris resubmitted a secondary drawing that showed a tiered retaining wall system in which the bottom wall would have a surcharge of soil from the upper wall. Chris was notified that the wall needed to be engineered, certificate of survey is required as well as a waiver of liability for working in the easement. Staff received the engineered drawings but no Certificate of Survey. All that was submitted was a written letter certifying staking of the property lines. Chris was told he needed to have a Certificate of Survey. He resubmitted a survey with no site other site information but the property lines. He was told the survey was not sufficient and was asked to resubmit. Chris resubmitted the following drawings:

SITE PLAN



LEGEND
 ----- denotes Drainage and Utility Easement per the plot HIDDEN HAVEN



<ul style="list-style-type: none"> ● denotes iron monument found ○ denotes 1/2 inch by 14 inch iron pipe set and marked by License #40062 ▲ denotes P.K. nail found ■ denotes Lath found 	Requested By:			Chris Monroe Proposed Boulder Retaining Wall 15787 103 rd Street Becker, MN
	Date:	Drawn By:	Scale:	
	8-24-17		1"=30'	

Neither of the aforementioned drawings met the certificate of survey requirements for a variety of reasons. The first image only showed arrows with approximate proposed retaining wall entrance of the easement. The second image was the same survey with pieces covered up and a retaining wall design that did not match the engineered retaining wall. The Monroe's were told this was insufficient for review on August 24th, 2017. Jennifer Monroe came in with a friend to City Hall on August 25th, 2017 wanting to know exactly what was needed for the building permit to be approved. Marie Pflipsen, Community Development Director for the City of Becker, sat in on the conversation. Jennifer Monroe was told exactly what needed to be done. She also submitted a data request to the City of Becker for all emails between the Township Clerk and Township Engineer, City Planner and Township Engineer and, Township Clerk and City Planner. A similar data request was filed with the Township Clerk. Both requests were completed.

On September 8th, 2017 Chris Monroe submitted an emails stating: *"Please send me an email identifying the items that need to be on the engineered drawing and on the survey drawing. Both the engineer and the surveyor are needing something in writing from me before proceeding, which I understand under the circumstances."*

A response was sent by Jacob Sanders (City Planner) reiterating what he had been told prior along with the specific portion of the Township Building Code that applied. The response is as follows:

"I hope you are having a great week. I cannot speak to what items need to be on the engineered drawing as this is what the Township Engineering and Building Inspector will review. I can however speak to what needs to be included on the survey. As mentioned to you in my email several weeks ago. The survey must show the exact location of the **engineered** retaining wall and existing building. Your surveyor will need to amend the survey to show the entire **engineered** retaining wall in the **exact** position, not approximate, that it will be placed on the site. In addition, the survey needs to show where the existing building is on the site and where the retaining wall meets up with it. Also, as I told and showed your wife (quick **example** drawing I gave to her attached), proposed top of wall and bottom of wall spot elevations must be shown for each end of each wall. Below is the exact wording from Township Building Code Ordinance Survey Requirements which states exactly what information at a minimum all certificate of surveys from the township must include. This information above is in addition to what is mentioned below.

"Subd. 2. Survey Requirements.

All registered certificate of surveys shall meet the following requirements.

A. All surveys must be certified by a Minnesota Registered Land Surveyor. Civil Engineers may certify topographic surveys.

B. Scale of drawing, north arrow, and a legal description of the property must be included on the survey.

C. Dimensions of all lot lines and all easements of record must be clearly shown on the survey.

D. Location of all utilities as shown on the recorded plat must be clearly shown on the survey.

E. Names of all abutting streets must be clearly shown on the survey.

F. Location of all existing and proposed buildings, accessory structures and future garage and deck locations on the lot must be clearly shown on the survey.

G. Outside dimensions of the proposed structure, including decks, porches, stairways, fireplaces, bay and bow windows must be clearly shown on the survey.

The Outside dimensions of the proposed structure shall be staked on the lot for the building official to inspect. The maintenance of these stakes, once established by the surveyor, shall be the responsibility of the building permit applicant.

H. Location of stakes established by the surveyor along each side lot line shall be clearly shown on the survey. The maintenance of these stakes, once established by the surveyor shall be the responsibility of the building permit applicant.

I. Grade elevations of the following points shall be clearly indicated on the survey.

- 1. Each lot corner (both existing and proposed elevations).*
- 2. Center of existing or proposed street at each lot line extended and at the driveway.*
- 3. Proposed grades around buildings, the driveway, retaining walls and walkout, if included.*
- 4. Proposed floor elevations; basement, top of foundation and garage. 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.*

J. The proposed disposal of drainage and surface water, indicating direction of surface water drainage by arrows. This must concur with any existing subdivision drainage plan.

K. The garage must be noted along with the driveway position and percent slope on the survey.

L. Any existing wetlands, ponds, streams and lakes shall be clearly shown on the survey. For ponds and lakes, the normal water level and the 100-year flood elevation must be indicated on the survey.

M. Location of sewer and water connections must be clearly identified on the survey.

- 1. If stubs for city water and sewer are available at the lot, the location, size and elevation shall be shown on the survey.*
- 2. If stubs are not available at the lot, should survey to determine elevation of inverts to nearest manholes up and down stream of the proposed building and show proposed location on the survey.*
- 3. 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.*

Subd. 3. Post Construction Verification:

After construction activity has occurred, a survey identifying locations of structures shown on the site plan shall be required, unless a survey with building permit applications was exempted in Subd. 1 of this Section. Said survey shall also verify elevations on the site to demonstrate proper drainage of the lot has been achieved in accordance with the specific lot site requirements, as required in Section 4.03, Subdivision 2, A. The final approval or certificate of occupancy shall be withheld until such verification is given.”

Staff Requests / Recommendations:

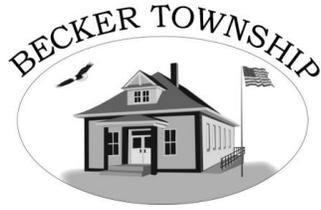
-Comments/Questions?



15787 103rd Street SE

Hidden Haven Subdivision





September 14th, 2017

MEMORANDUM

TO: Town Board

FROM: Jacob Sanders
City Planner

SUBJECT: **Building Permit Updates / New Driveway Permit**

In order to streamline the building permitting process and make sure that Township ordinances are being followed we have recently changed the building permits for Becker Township. The major changes are that Accessory Structures and Single/Multi-Family Unit Structures now are separated into permits for those properties over five (5) acres and those properties under five (5) acres. Additionally, the permits have been redone to align with the Building Code, Construction Licensing, Permits and Regulation Ordinance.

Also, a Driveway Permit was created to make sure driveways are being designed and installed to the appropriate engineering standards.

These permits will help to make sure that we get permits through the review process quicker, with more accuracy and that Becker Township ordinances are being adhered to. They will also help to prevent problems in the future. Please view <http://beckertownship.org/permits.html#building> for a copy of each permit.

Staff Recommendations/Requests:

-Comments?



September 15th, 2017

MEMORANDUM

TO: Town Board

FROM: Jacob Sanders
City Planner

SUBJECT: **(Update) RFP – Building Inspection Services**

Below is the information that was presented to the Becker City Council on September 5th, 2017 during the City Council Meeting.

“The City of Becker, in conjunction with Becker Township, posted for submissions regarding Building Inspection Services with August 11th as the last day to submit. Staff received two submissions as summarized below.

Metro West Inspection Services, Inc. –

- *Current Becker Township and City of Becker contract firm*
- *The permit and plan review fees are 37% to contractor and 63% retained by Becker*
- *Township or City of Becker. Miscellaneous or special services charged at \$95 per hour.*
- *Provided list of current contracts, which includes 38 communities.*

Rum River Construction Consultants –

- *The permit and plan review fees are 70% to contractor and 30% retained by Becker Township or City of Becker. Miscellaneous or special services charged at \$65 per hour.*
- *Provided list of current contracts, which includes 2 communities; St. Francis and Nowthen”*

In addition we will be gathering additional cost comparisons for in-house or contract inspection services.

Staff recommendations/requests

- Comments/Discussion

BOGART, PEDERSON & ASSOCIATES, INC.

PARTIAL PAYMENT CERTIFICATION

CONTRACT NO: 17-0203.00
 OWNER: Becker Township

PROJECT: 112th St. SE
 CONTRACTOR: M.L. Schendzielos & Sons

PARTIAL PAYMENT: Final
 PERIOD OF ESTIMATE: Thru 31 Aug 17

CONTRACT CHANGE ORDER SUMMARY

No.	Deduction	Additions
Totals		
Net Change to Contract		

CONTRACT TIME

Original Days 4
 Days Remaining: 0
 Revisions:
 On Schedule (y/n): y
 Starting Date: 28 Aug 17
 Projected Completion: 31 Aug 17

ESTIMATE	
Original Contract Amount.....	\$ 55,666.64
Change Orders.....	\$
Revised Contract Amount.....	\$ 55,666.64
Completed to Date Amount.....	\$
Materials On-Site.....	\$
Subtotal.....	\$
Retainage.....	\$ 2,783.33
Previous Payments.....	\$
Amount Due This Payment.....	\$ 52,883.31

(see attached breakdown)

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of their knowledge, information and belief, the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous payment estimates were issued and for which payments were received from the Owner, and that current payment shown herein is now due.

Contractor: M.L. Schendzielos & Son Inc.

By: Todd M. Schendzielos

Date: 9-7-17

ENGINEER'S CERTIFICATION

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Engineer: Bogart Pederson & Associates

By: Wally Bo

Date: 9/7/17

OWNER'S APPROVAL

Owner: Becker Township

By: _____

Date: _____

BOGART, PEDERSON & ASSOCIATES, INC.

PARTIAL PAYMENT CERTIFICATION

PROJECT NO: 16-0026.00
 OWNER: Town of Becker

PROJECT: VARIOUS TOWN ROADS
 CONTRACTOR: Hardrives, Inc.

PARTIAL PAYMENT: No. 2, Final
 PERIOD OF ESTIMATE: Thru 1 Jul 16

CONTRACT CHANGE ORDER SUMMARY

No.	Deduction	Additions
Totals		
Net Change to Contract		

CONTRACT TIME

Original Days 30
 Days Remaining: 15
 Revisions:
 On Schedule (y/n): y
 Starting Date: 13 Jun 16
 Projected Completion:

ESTIMATE

Original Contract Amount.....	\$194,668.00
Change Orders.....	\$
Revised Contract Amount.....	\$194,668.00
Completed to Date Amount.....	\$205,911.15
Materials On-Site.....	\$
Subtotal.....	\$205,911.15
Retainage.....	\$-0-
Previous Payments.....	\$195,615.59
Amount Due This Payment.....	\$10,295.56

(see attached breakdown)

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of their knowledge, information and belief, the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous payment estimates were issued and for which payments were received from the Owner, and that current payment shown herein is now due.

Contractor: _____

By: _____

Date: _____

ENGINEER'S CERTIFICATION

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Engineer: Bogart Pederson & Assoc., Inc. _____

By: _____

Date: _____

OWNER'S APPROVAL

Owner: Town Of Becker _____

By: _____

Date: _____

TOWNS OF BECKER, CLEAR LAKE & PALMER 2016 RECLAIM AND SURFACING PROJECTS

Attachment to Partial Payment No. 2, (Final)

For Work Certified Through 1 Jul 16

BECKER TOWNSHIP

ITEM	DESCRIPTION	UNIT	QUANTITY	CONTRACT UNIT PRICE	AMOUNT	COMPLETED TO DATE QUANTITY	AMOUNT	PREVIOUSLY COMPLETED QUANTITY	AMOUNT	AMOUNT THIS ESTIMATE
2021.501	Mobilization	Lump Sum	1.00	\$4,400.00	\$4,400.00	1.00	\$4,400.00	1.00	\$4,400.00	\$0.00
175th Avenue : From 87th Street to 77th Street										
2101.501	Clearing	Acre	0.53	\$8,000.00	\$4,240.00	0.53	\$4,240.00	0.53	\$4,240.00	\$0.00
2101.506	Grubbing	Acre	0.53	\$8,000.00	\$4,240.00	0.53	\$4,240.00	0.53	\$4,240.00	\$0.00
2104.503	Remove Bituminous Pavement	Sq. Ft.	1150.00	\$1.00	\$1,150.00	1865.00	\$1,865.00	1865.00	\$1,865.00	\$0.00
2104.503	Remove Conc Pavement	Sq. Ft.	54.00	\$2.00	\$108.00	48.00	\$96.00	48.00	\$96.00	\$0.00
2104.513	Sawing Bituminous Pavement	Lin. Ft.	377.00	\$2.50	\$942.50	360.00	\$900.00	360.00	\$900.00	\$0.00
2104.511	Sawing Conc Pavement	Lin. Ft.	16.00	\$5.00	\$80.00	15.00	\$75.00	15.00	\$75.00	\$0.00
2221.501	Agg. Shouldering, Class 5	Ton	400.00	\$15.00	\$6,000.00	658.85	\$9,882.75	658.85	\$9,882.75	\$0.00
2215.501	Bituminous Pavement Reclamation	Sq. Yd.	14200.00	\$1.20	\$17,040.00	14200.00	\$17,040.00	14200.00	\$17,040.00	\$0.00
2360.501	Type SP 12.5B Wearing Course Mix	Ton	1560.00	\$42.75	\$66,690.00	1591.62	\$68,041.82	1591.62	\$68,041.82	\$0.00
2558.501	Mail Box Support	Each	21.00	\$105.00	\$2,205.00	20.00	\$2,100.00	20.00	\$2,100.00	\$0.00
2563.601	Traffic Control	Lump Sum	1.00	\$600.00	\$600.00	1.00	\$600.00	1.00	\$600.00	\$0.00
				Subtotal	\$107,695.50		\$113,480.57		\$113,480.57	\$0.00

BECKER TOWNSHIP

ITEM	DESCRIPTION	UNIT	QUANTITY	CONTRACT UNIT PRICE	AMOUNT	COMPLETED TO DATE QUANTITY	AMOUNT	PREVIOUSLY COMPLETED QUANTITY	AMOUNT	AMOUNT THIS ESTIMATE
77th Street: From CSAH 11 to 175th Avenue (Add Alternate No. 1)										
2101.501	Clearing	Acre	0.28	\$8,000.00	\$2,240.00	0.28	\$2,240.00	0.28	\$2,240.00	\$0.00
2101.506	Grubbing	Acre	0.28	\$8,000.00	\$2,240.00	0.28	\$2,240.00	0.28	\$2,240.00	\$0.00
2104.503	Remove Bituminous Pavement	Sq. Ft	420.00	\$1.00	\$420.00	182.00	\$182.00	182.00	\$182.00	\$0.00
2104.513	Sawing Bituminous Pavement	Lin. Ft.	139.00	\$2.50	\$347.50	118.00	\$295.00	118.00	\$295.00	\$0.00
2221.501	Agg. Shouldering, Class 5	Ton	270.00	\$18.00	\$4,860.00	527.80	\$9,500.40	527.80	\$9,500.40	\$0.00
2215.501	Bituminous Pavement Reclamation	Sq. Yd.	12700.00	\$1.20	\$15,240.00	12700.00	\$15,240.00	12700.00	\$15,240.00	\$0.00
2360.501	Type SP 12.5B Wearing Course Mix	Ton	1400.00	\$42.75	\$59,850.00	1428.38	\$61,063.18	1428.38	\$61,063.18	\$0.00
2558.501	Mail Box Support	Each	15.00	\$105.00	\$1,575.00	14.00	\$1,470.00	14.00	\$1,470.00	\$0.00
2563.601	Traffic Control	Lump Sum	1.00	\$200.00	\$200.00	1.00	\$200.00	1.00	\$200.00	\$0.00
				Subtotal	\$86,972.50		\$92,430.58		\$92,430.58	\$0.00
				Becker Total	\$194,668.00		\$205,911.15		\$205,911.15	\$0.00
							COMPLETED TO DATE			\$205,911.15
							LESS 0% RETAINAGE			\$0.00
							LESS PREVIOUS PAYMENTS			-\$195,615.59
							PARTIAL PAYMENT AMOUNT			\$10,295.56

CLEAR LAKE TOWNSHIP

ITEM	DESCRIPTION	UNIT	QUANTITY	CONTRACT UNIT PRICE	AMOUNT	COMPLETED TO DATE QUANTITY	AMOUNT	PREVIOUSLY COMPLETED QUANTITY	AMOUNT	AMOUNT THIS ESTIMATE
2021.501	Mobilization	Lump Sum	1.00	\$2,400.00	\$2,400.00	1.00	\$2,400.00	1.00	\$2,400.00	\$0.00
99th Street from 58th Avenue to CSAH 8										
2221.501	Agg. Shouldering, Class 5	Ton	270.00	\$18.00	\$4,860.00	416.46	\$7,496.28	416.46	\$7,496.28	\$0.00
2360.501	Type SP 12.5B Wearing Course Mix	Ton	630.00	\$50.50	\$31,815.00	660.00	\$33,330.00	660.00	\$33,330.00	\$0.00
2563.601	Traffic Control	Lump Sum	1.00	\$200.00	\$200.00	1.00	\$200.00	1.00	\$200.00	\$0.00
				Subtotal	\$39,275.00		\$43,426.28		\$43,426.28	\$0.00
91st Street from Cul de Sac to CR 53										
2221.501	Agg. Shouldering, Class 5	Ton	50.00	\$40.00	\$2,000.00	83.32	\$3,332.80	83.32	\$3,332.80	\$0.00
2360.501	Type SP 12.5B Wearing Course Mix	Ton	215.00	\$56.50	\$12,147.50	206.25	\$11,653.13	206.25	\$11,653.13	\$0.00
2563.601	Traffic Control	Lump Sum	1.00	\$200.00	\$200.00	1.00	\$200.00	1.00	\$200.00	\$0.00
				Subtotal	\$14,347.50		\$15,185.93		\$15,185.93	\$0.00
				Clear Lake Total	\$53,622.50		\$58,612.21		\$58,612.21	\$0.00
							COMPLETED TO DATE			\$58,612.21
							LESS 0% RETAINAGE			\$0.00
							LESS PREVIOUS PAYMENTS			-\$55,681.59
							PARTIAL PAYMENT AMOUNT			\$2,930.61

PALMER TOWNSHIP

ITEM	DESCRIPTION	UNIT	QUANTITY	CONTRACT UNIT PRICE	AMOUNT	COMPLETED TO DATE QUANTITY	AMOUNT	PREVIOUSLY COMPLETED QUANTITY	AMOUNT	AMOUNT THIS ESTIMATE
2021.501	Mobilization	Lump Sum	1.00	\$4,500.00	\$4,500.00	1.00	\$4,500.00	1.00	\$4,500.00	\$0.00
48th Street from CSAH 6 to East Terminus										
2104.513	Sawing Bit Pavement	Lin Ft	135.00	\$2.50	\$337.50	138.00	\$345.00	138.00	\$345.00	\$0.00
2215.501	Bituminous Pavement Reclamation	Sq. Yd.	4100.00	\$1.55	\$6,355.00	4300.00	\$6,665.00	4300.00	\$6,665.00	\$0.00
2221.501	Agg. Shouldering, Class 5	Ton	85.00	\$35.00	\$2,975.00	160.14	\$5,604.90	160.14	\$5,604.90	\$0.00
2360.501	Type SP 12.5B Wearing Course Mix	Ton	440.00	\$53.00	\$23,320.00	510.46	\$27,054.38	510.46	\$27,054.38	\$0.00
2563..601	Traffic Control	Lump Sum	1.00	\$200.00	\$200.00	1.00	\$200.00	1.00	\$200.00	\$0.00
Field Order 1	Remove Bituminous Pavement	Sq Ft		\$1.00	\$0.00	138.00	\$138.00	138.00	\$138.00	\$0.00
Field Order 1	Remove Conc Pavement	Sq Ft		\$2.00	\$0.00	15.00	\$30.00	15.00	\$30.00	\$0.00
Field Order 1	Sawing Conc Pavement	Lin. Ft.		\$5.00	\$0.00	3.00	\$15.00	3.00	\$15.00	\$0.00
				Subtotal	\$37,687.50		\$44,552.28		\$44,369.28	\$0.00

PALMER TOWNSHIP

ITEM	DESCRIPTION	UNIT	QUANTITY	CONTRACT UNIT PRICE	AMOUNT	COMPLETED TO DATE QUANTITY	AMOUNT	PREVIOUSLY COMPLETED QUANTITY	AMOUNT	AMOUNT THIS ESTIMATE
115th Avenue from 50th Street to 730 feet North										
2105.501	Common Ex	Cu Yd	12.00	\$20.00	\$240.00	12.00	\$240.00	12.00	\$240.00	\$0.00
2104.513	Sawing Bit Pavement	Lin Ft	135.00	\$2.50	\$337.50	116.00	\$290.00	116.00	\$290.00	\$0.00
2211.501	Aggregate Base, Class 5	Ton	20.00	\$18.00	\$360.00	20.00	\$360.00	20.00	\$360.00	\$0.00
2215.501	Bituminous Pavement Reclamation	Sq. Yd.	2010.00	\$2.00	\$4,020.00	2010.00	\$4,020.00	2010.00	\$4,020.00	\$0.00
2221.501	Agg. Shouldering, Class 5	Ton	85.00	\$35.00	\$2,975.00	65.72	\$2,300.20	65.72	\$2,300.20	\$0.00
2360.501	Type SP 12.5B Wearing Course Mix	Ton	275.00	\$54.50	\$14,987.50	258.00	\$14,061.00	258.00	\$14,061.00	\$0.00
2563..601	Traffic Control	Lump Sum	1.00	\$200.00	\$200.00	1.00	\$200.00	1.00	\$200.00	\$0.00
Field Order 1	Remove Bituminous Pavement	Sq Ft		\$1.00	\$0.00	116.00	\$116.00	116.00	\$116.00	\$0.00
				Subtotal	\$23,120.00		\$21,587.20		\$16,561.20	\$0.00
				Palmer Total	\$60,807.50		\$66,139.48		\$16,921.20	\$0.00
							COMPLETED TO DATE			\$66,139.48
							LESS 5% RETAINAGE			-\$3,306.97
							LESS PREVIOUS PAYMENTS			\$0.00
							PARTIAL PAYMENT AMOUNT			\$62,832.51

CONTRACT SUMMARY

	CONTRACT AMOUNT	COMPLETED TO DATE AMOUNT	PREVIOUSLY COMPLETED AMOUNT	AMOUNT THIS ESTIMATE
CONTRACT GRAND TOTALS	\$309,098.00	\$330,662.84	\$281,444.56	\$0.00
		COMPLETED TO DATE		\$330,662.84
		LESS 5% RETAINAGE		\$0.00
		LESS PREVIOUS PAYMENTS		-\$314,129.69
		PARTIAL PAYMENT AMOUNT		\$16,533.15



Kent Holtz secondary access application

BECKER TOWNSHIP

TEL: 763.261.5301
FAX: 763.261.5303
Beckertownship.org



PO Box 248
12165 Hancock Street
Becker, MN 55308

September 18, 2017

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

Dear Dan:

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

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

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

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

Sincerely,

Brian Kolbinger
Chair, Town of Becker

cc: Clerk, City of Becker

Town of Becker
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

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

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

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

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

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

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

WHEREAS, because the economic impact of the decommissioning impacts the Township as well as the County and the City, the Town Board is supportive of all efforts by Sherburne County and the City of Becker to bring new projects to the Becker Industrial Park;

NOW THEREFORE BE IT RESOLVED, that the Becker Town Board hereby supports Sherburne County submitting an application to the Department of Commerce Economic Development Administration for the Federal Assisting Coal Communities funding.

Brian Kolbinger_____

Brad Wilkening_____

Luke Babler _____

Joe Danielson _____

Vacancy _____

Adopted by the Becker Town Board this 17th Day of September 2016.

Attest:

Brian Kolbinger, Town Board Chair

Lucinda Messman, Clerk

Drafted by:
Kelli Bourgeois
Bourgeois Law
21101 145th St NW
Elk River MN 55330

STATE OF MINNESOTA
COUNTY OF SHERBURNE} ss.

The foregoing instrument was acknowledged before me this____ day of _____, 2016.

By_____, the Chairperson of the Becker Town Board.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

Request for Town Board Action

Meeting Date: 9/18/2017



Agenda Item #/Location: Supervisors Reports	Description: Decide how to fill supervisor seat #1 vacancy
Support Documentation	<input type="checkbox"/> None <input checked="" type="checkbox"/> As described: So far, 4 candidates have submitted their name for consideration
Background/Key Issues	<p>Vacancy position to be appointed by board and clerk; or the board and clerk could decide to hold a special election.</p> <p>Once appointed, the supervisor will serve until March 2018 election and then that seat will be added to the other two up for election as well (creating three spots for election on the board rather than the normally scheduled two).</p> <p>Pre-requisites to become a Town Board Supervisor:</p> <ol style="list-style-type: none"> 1. Live in the township – clerk to verify 2. Be 21 years of age or older <p>All names submitted to this point meet these qualifications.</p>
Board Action Requested	<input type="checkbox"/> Information/Review <input type="checkbox"/> Motion to approve/disapprove <input checked="" type="checkbox"/> Other:
Deadline Involved? <u>ASAP</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



COPY

ALCOHOL AND GAMBLING ENFORCEMENT DIVISION

44 Cedar St., Suite 133, St. Paul, MN 55101-5133

Fax (651) 297-5259

(651) 201-7507 TTY (651) 282-6555

WWW.DPS.STATE.MN.US

APPLICATION FOR COUNTY ON-SALE INTOXICATING LIQUOR LICENSE

17021546
COR

FILED
AUG 21 2017
DIANE AHNOLD
County Auditor/Treasurer

No license will be approved or released until MN Liquor Control receives the \$20 Retailer ID Card fee.

Workers Compensation Insurance Company _____ Policy # _____
 LICENSEE'S SALES & USE TAX ID # 5205549 To apply for MN sales tax number call 651-296-6181
 LICENSEE'S FEDERAL TAX ID # 82-2540991

Applicant's name (Business, partnership, LLC, Corporation)		DOB	Social Security #	DBA or trade name
<u>Rowan RJ Van Ithika</u>				<u>Hideout Bar & Grille</u>
License address		Business phone		Applicant's home phone
<u>16496 149th St NE</u>		<u>(763) 262-5500</u>		<u>(651) 263-8873</u>
City	County	State	Zip Code	License period
<u>Big Lake</u>	<u>Sherburne</u>	<u>mn</u>	<u>55309</u>	From _____ To _____

Give name, residence, DOB, Social Security #, title and age for all partners, or the officers and directors of a partnership or corporation, and the percent of stock held by each officer if applicable.

Name	Social Security #	Title	DOB	Percent stock or partnership interest
<u>Rowan Brown</u>	<u>470-51-4945</u>	<u>Owner</u>	<u>7/14/74</u>	<u>100%</u>

Address	City	State
<u>3814 97th LN NE</u>	<u>Circle Pines</u>	<u>MN</u>

Name	Social Security #	Title	DOB	Percent stock or partnership interest

Address	City	State

Name	Social Security #	Title	DOB	Percent stock or partnership interest

Address	City	State

Date of Incorporation	State of incorporation	Certificate Number	Is corporation authorized to do business in Minnesota?
	<u>MN</u>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Purpose of corporation	If a subsidiary of another corporation, give name
<u>Restaurant/Bar</u>	

1. Describe premises to be licensed (location, facilities).

Floor establishment is located on	Seating capacity	Hours food will be available	Number of people restaurant employs
	<u>200</u>		

Number of months per year establishment will be open	Name of manager
<u>12</u>	<u>Rowan Brown</u>

- If this restaurant is in conjunction with any other business (resort, etc.), describe the business.
- Name the nearest municipality in which On Sale licenses are issued.
- Has applicant, partners, officers or employees ever had any Felony Convictions or Liquor Law violations in Minnesota or elsewhere, including State Liquor Control Penalties? Yes No If yes, give date, charges and final outcome.
- Is the applicant or any of the associates in this application a member of the County Board in which the license will be issued? Yes No If yes, in what capacity? _____ (If the applicant for this license or any of the associates is the spouse of a member of the governing body or where a family relationship exists, the member shall not vote on this application.)
 Yes No
- Have the applicants any interest, directly or indirectly, in any other liquor establishment in the county or any city in the county issuing this license. If yes, give the name and address of the establishment. NO

- Yes No 7. During the past license year, has a summons been issued under the Liquor Civil Liability Law (Dram Shop) M.S. 340A.802. If yes, attach a copy of the summons.
- Yes No 8. Will you serve liquor on Sunday? Amount of Sunday License Fee. 200
- Yes No 9. Is this establishment located in an organized township? If so, attach township approval.
- Yes No 10. Has a restaurant license been issued by the state or local health department for this establishment?

I certify that I have read the above questions and that the answers are true and correct to the best of my own knowledge.

Rowen Brown
Name of applicant (please print or type)

[Signature]
Applicant's signature

08/18/17
Date

The Licensee must have one of the following:

- Check one
- A. Liquor Liability Insurance (Dram Shop) - \$50,000 per person; \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support. ATTACH "CERTIFICATE OF INSURANCE" TO THIS FORM.
- or
- B. A Surety bond from a surety company with minimum coverage as specified above in A.
- or
- C. A certificate from the State Treasurer that the licensee has deposited with the State, Trust Funds having a market value of \$10,000 r \$100,000 in cash or securities.

REPORT BY COUNTY ATTORNEY

I certify that to the best of my knowledge the applicants named above are eligible to be licensed. Yes No If no, state reason

[Signature]
Signature County Attorney

SHERBURNE
County

6 SEPT 17
Date

REPORT BY SHERIFF

I certify that to the best of my knowledge, the applicants named above have not been convicted within the last five years for any violations of State law or municipal ordinance relating to the sale of liquor, except as follows:

[Signature]
Signature Sheriff

[Signature]
County

8-29-17
Date

IMPORTANT NOTICE

ALL RETAIL LIQUOR LICENSEES MUST HAVE A CURRENT FEDERAL SPECIAL OCCUPATIONAL STAMP. THE BUREAU OF ALCOHOL, TOBACCO AND FIREARMS ISSUES THIS STAMP. FOR INFORMATION CALL (651) 726-0220

NOTICE

A \$30.00 service charge will be added to all dishonored checks. You may also be subjected to a civil penalty of \$100.00 or 100% of the value of the check, whichever is greater, plus interest and attorneys fees. MS 604.113

COPY

I. Plow Trucks

Bidder: <i>WRock</i>		Bidder: <i>JME</i>		Bidder: <i>Prescription landscape</i>		Bidder: <i>Schendyulas</i>	
Sander <input type="checkbox"/> Yes <input type="checkbox"/> No		Sander <input type="checkbox"/> Yes <input type="checkbox"/> No		Sander <input type="checkbox"/> Yes <input type="checkbox"/> No		Sander <input type="checkbox"/> Yes <input type="checkbox"/> No	
Wing <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>70</i>	Wing <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>106</i>	Wing <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>200</i>	Wing <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>100</i>
Sander <input type="checkbox"/> Yes <input type="checkbox"/> No		Sander <input type="checkbox"/> Yes <input type="checkbox"/> No		Sander <input type="checkbox"/> Yes <input type="checkbox"/> No		Sander <input type="checkbox"/> Yes <input type="checkbox"/> No	
Wing <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>78</i>	Wing <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>106</i>	Wing <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>200</i>	Wing <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>100</i>
Sander <input type="checkbox"/> Yes <input type="checkbox"/> No		Sander <input type="checkbox"/> Yes <input type="checkbox"/> No		Sander <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>1+ truck</i>	Sander <input type="checkbox"/> Yes <input type="checkbox"/> No	
Wing <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>70</i>	Wing <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>106</i>	Wing <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>90/hr</i>	Wing <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>95</i>
Sander <input type="checkbox"/> Yes <input type="checkbox"/> No		Sander <input type="checkbox"/> Yes <input type="checkbox"/> No		Sander <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>1+ (3)</i>	Sander <input type="checkbox"/> Yes <input type="checkbox"/> No	
Wing <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>70</i>	Wing <input type="checkbox"/> Yes <input type="checkbox"/> No		Wing <input type="checkbox"/> Yes <input type="checkbox"/> No		Wing <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>95</i>
Sander <input type="checkbox"/> Yes <input type="checkbox"/> No		Sander <input type="checkbox"/> Yes <input type="checkbox"/> No		Sander <input type="checkbox"/> Yes <input type="checkbox"/> No		Sander <input type="checkbox"/> Yes <input type="checkbox"/> No	
Wing <input type="checkbox"/> Yes <input type="checkbox"/> No		Wing <input type="checkbox"/> Yes <input type="checkbox"/> No		Wing <input type="checkbox"/> Yes <input type="checkbox"/> No		Wing <input type="checkbox"/> Yes <input type="checkbox"/> No	
Sander <input type="checkbox"/> Yes <input type="checkbox"/> No		Sander <input type="checkbox"/> Yes <input type="checkbox"/> No		Sander <input type="checkbox"/> Yes <input type="checkbox"/> No		Sander <input type="checkbox"/> Yes <input type="checkbox"/> No	
Wing <input type="checkbox"/> Yes <input type="checkbox"/> No		Wing <input type="checkbox"/> Yes <input type="checkbox"/> No		Wing <input type="checkbox"/> Yes <input type="checkbox"/> No		Wing <input type="checkbox"/> Yes <input type="checkbox"/> No	

II. Salt/Sand Mixture—rate per ton

20% While Plowing	<i>60</i>	20% While Plowing	<i>114</i>	20% While Plowing	<i>220</i>	20% While Plowing	<i>100</i>
20% w/Out Plowing	<i>65</i>	20% w/Out Plowing	<i>114</i>	20% w/Out Plowing	<i>295</i>	20% w/Out Plowing	<i>105</i>
50% While Plowing	<i>95</i>	50% While Plowing	<i>139</i>	50% While Plowing	<i>220</i>	50% While Plowing	<i>150</i>
50% w/Out Plowing	<i>95</i>	50% w/Out Plowing	<i>139</i>	50% w/Out Plowing	<i>295</i>	50% w/Out Plowing	<i>155</i>
100% Salt while Plowing	<i>135</i>	100% Salt while Plowing	<i>171</i>	100% Salt while Plowing	<i>220</i>	100% Salt while Plowing	<i>200</i>
100% Salt w/Out Plowing	<i>135</i>	100% Salt w/Out Plowing	<i>171</i>	100% Salt w/Out Plowing	<i>275</i>	100% Salt w/Out Plowing	<i>205</i>

III. Motor Grader

Bidder: <i>WRock</i>		Bidder: <i>JME</i>		Bidder: <i>Pr.</i>		Bidder: <i>Schwendylos</i>	
	<i>95/hr</i>		<i>none</i>				<i>120/hr</i>
							<i>140/hr</i>

IV. Loader

V. Other Equipment

VI Estimated time and materials to plow a 1" snowfall over the entire township.

Prescription
Landscape

PRESCRIPTION LANDSCAPE-1-

Exhibit A: Vendor Pricing

I. PLOW TRUCKS

Year/Make/Model	Gross Vehicle Weight	Plow Size	Sander ?	Wing ?	\$/hour (includes operator)
Single Axel Dump Truck	20,000 LBS	12'	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$200.00
Single Axel Dump Truck	20,000 LBS	12'	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$200.00
2015 - Chevy - 3500	13,200 LBS	10' w/Wideout	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$90.00
2014-Chevy - 3500	13,200 LBS	10' w/Wideout	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$90.00
2013- Chevy - 3500	13,200 LBS	9'	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$90.00

II. SALT/SAND MIXTURE—RATES PER TON

All rates include operator	20% Salt/Sand	50% Salt/Sand	100% Salt
Salt/Sand mixture —while plowing	\$220.00	\$220.00	\$220.00
Salt/Sand mixture—without plowing	\$295.00	\$295.00	\$295.00

III. MOTOR GRADER

Year	Make	Model	Horse Power	\$/Hour (includes Operator)
TBD	CASE	TBD - 845B	140/160	\$200.00

IV. LOADER

Year	Make	Model	Horse Power	\$/Hour (includes Operator)
2015/16	Ziegler	908H2	68	\$190.00
2015/16	Ziegler	908H2	68	\$190.00
2015/16	Ziegler	908H2	68	\$190.00

V. OTHER EQUIPMENT

Year	Make	Model	Horse Power	Gross Vehicle Weight	\$/Hour (includes Operator)
2015/16	Ziegler	262D	74.3	8,011	\$120.00
2015/16	Ziegler	262D	74.3	8,011	\$120.00
2015/16	Ziegler	262D	74.3	8,011	\$120.00

PRESCRIPTION LANDSCAPE - 2-

VI. ESTIMATED TIME AND MATERIALS

Estimate equipment time to plow a 1" (one-inch) snowfall over the entire township, which currently includes 67.09 miles. See attached map, Exhibit D.

Year	Make/Model	Hours	Hourly Rate	Total
TBD	Single Axe Dump Truck (10-15 MPH)	4	\$200.00	\$800.00
TBD	Single Axel Dump Truck (10-15 MPH)	4	\$200.00	\$800.00
2015/16	Ziegler - 908H2	6	\$190.00	\$1,140.00
2015/16	Ziegler - 908H2	6	\$190.00	\$1,140.00
2015/16	Ziegler - 908H2	6	\$190.00	\$1,140.00
2013	Chevy - 3500	6	\$90.00	\$540.00

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

This proposal dated this 11 day of July, 2017.

Company Name: Prescription Landscape

By: **Eric**
 Title: **Walsh**

Digitally signed by Eric Walsh
 DN: cn=Eric Walsh,
 o=Prescription Landscape,
 ou=Account Executive,
 email=ericwalsh@rxlandscape.com, c=US
 Date: 2017.07.11 14:35:31 -05'00'

(Corporate Seal)

M.L. Schendzielos

- 1 -

Schendzielos

Exhibit A: Vendor Pricing

I. PLOW TRUCKS

Year/Make/Model	Gross Vehicle Weight	Plow Size	Sander ?	Wing ?	\$/hour (includes operator)
2000 Volvo	23000	12' front 8' wing, 8' under	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	100 ^{cc} per hr
2001 Sterling	21000	12' front 8' wing, 8' under	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	100 ^{cc} per hr
1988 Ford L8000	18000	12' front 8' wing	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	95 ^{cc} per hr
1984 Ford L8000	18000	12' front 8' wings	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	95 ^{cc} per hr.
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

II. SALT/SAND MIXTURE—RATES PER TON

All rates include operator	20% Salt/Sand	50% Salt/Sand	100% Salt
Salt/Sand mixture —while plowing	100 ^{cc} per ton	150 ^{cc} per ton	200 ^{cc} per ton
Salt/Sand mixture—without plowing	105 ^{cc} per ton	155 ^{cc} per ton	205 ^{cc} per ton

III. MOTOR GRADER

Year	Make	Model	Horse Power	\$/Hour (includes Operator)
1999	Caterpillar	140 G	100 ^{hpc}	120 ^{cc} per hr
1982	Caterpillar	14 G	150 ^{hpc}	140 ^{cc} per hr

IV. LOADER

Year	Make	Model	Horse Power	\$/Hour (includes Operator)
2010	Caterpillar	950 H	125	150 ^{cc} per hr

V. OTHER EQUIPMENT

Year	Make	Model	Horse Power	Gross Vehicle Weight	\$/Hour (includes Operator)
2014	Bobcat	T1650	75	5000	105 ^{cc} per hr

M. L. Schendzielos - 2-

Exhibit A: Vendor Pricing

VI. ESTIMATED TIME AND MATERIALS

Estimate equipment time to plow a 1" (one-inch) snowfall over the entire township, which currently includes 67.09 miles. See attached map, Exhibit D.

Year	Make/Model	Hours	Hourly Rate	Total
2000	Volvo	8	100 ⁰⁰	800 ⁰⁰
2001	Sterling	8	100 ⁰⁰	800 ⁰⁰
1988	Ford L8000	8	95 ⁰⁰	760 ⁰⁰

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

This proposal dated this 17 day of July, 2017.

Company Name: M. L. Schendzielos & Son, Inc

(Corporate Seal)

By: Todd Schendzielos

Title: President

I. PLOW TRUCKS

Year/Make/Model	Gross Vehicle Weight	Plow Size	Sander ?	Wing ?	\$/hour (includes operator)
2000 International	33,000	12'	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$106.00
1991 Ford L8000	33,000	11'	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$106.00
1997 Ford L8000	33,000	12'	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$106.00
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
+ Fuel Surcharge over \$2.85/gal			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

II. SALT/SAND MIXTURE—RATES PER TON

Product All rates include operator Only	20% Salt/Sand	50% Salt/Sand	100% Salt
Salt/Sand mixture—while plowing	\$114.00	\$139.00	\$171.00
Salt/Sand mixture—without plowing	\$114.00	\$139.00	\$171.00

III. MOTOR GRADER

Year	Make	Model	Horse Power	\$/Hour (includes Operator)
		N/A		

IV. LOADER

Year	Make	Model	Horse Power	\$/Hour (includes Operator)
2005	Volvo	L110E	226.6	\$165.00

V. OTHER EQUIPMENT

Year	Make	Model	Horse Power	Gross Vehicle Weight	\$/Hour (includes Operator)
1999	Ford	F350	270	15,000	\$95.00
* GPS =	\$1000.00	per Unit	per	Season	

VI. ESTIMATED TIME AND MATERIALS

Estimate equipment time to plow a 1" (one-inch) snowfall over the entire township, which currently includes 67.09 miles. See attached map, Exhibit D.

Year	Make/Model	Hours	Hourly Rate	Total

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

This proposal dated this 17 day of July, 2017.

Company Name: JME of Monticello, Inc.

(Corporate Seal)

By: [Signature]

Title: President

I. PLOW TRUCKS

Year/Make/Model	Gross Vehicle Weight	Plow Size	Sander ?	Wing ?	\$/hour (includes operator)
96 Ford L9000		12'	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$70
90 Ford L5000		12'	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$70
82 Ford L5000		12'	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$70
91 Ford L9000		12'	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$70
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

II. SALT/SAND MIXTURE—RATES PER TON

All rates include operator	20% Salt/Sand	50% Salt/Sand	100% Salt
Salt/Sand mixture —while plowing	\$60	\$95	\$135
Salt/Sand mixture—without plowing	\$65	\$95	\$135

III. MOTOR GRADER

Year	Make	Model	Horse Power	\$/Hour (includes Operator)
2003	VOIVO	G740B		\$95

IV. LOADER

Year	Make	Model	Horse Power	\$/Hour (includes Operator)
2014	VOIVO	L60		\$86
1989	John Deere	644E		\$86

V. OTHER EQUIPMENT

Year	Make	Model	Horse Power	Gross Vehicle Weight	\$/Hour (includes Operator)
2016	Cat	279D			\$80
2014	Cat	277D			\$80
2013	Cat	257			\$80

VI. ESTIMATED TIME AND MATERIALS

Estimate equipment time to plow a 1" (one-inch) snowfall over the entire township, which currently includes 67.09 miles. See attached map, Exhibit D.

Year	Make/Model	Hours	Hourly Rate	Total
Dependant upon snow conditions				

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

This proposal dated this 17 day of July, 2017.

Company Name: Wrock Excavating Inc

(Corporate Seal)

By: [Signature]

Title: President

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 additional 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

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

2. **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

August 30, 2017

Theco, Inc. & Heave Equipment Inc.
Proposed Tax Abatement
TAF Application Review

Background

- Theco Inc. was founded in 1988, and purchased by current owner Brian Dodd in 2014. As experts in the aggregate industry, Theco rents and sells mobile crushing, screening, conveying, and recycling equipment. Theco has developed a strong business model over its 28+ year history, establishing a dominate market share in the upper Midwest. Theco has been able to maintain, and grow is market share by providing the largest rental fleet of aggregate processing equipment in the Midwest, along with specialized customer service and support.
- The project located at 14833 164th Ave SE in Becker Township would construct a 19,200 sf pole building with 11,942 sf of shop space and 7,258 sf of office/retail. The project is expected to add approximately \$845,000 in taxable value.
- The property currently generates \$6,496 in annual property taxes. Upon project completion, this amount will grow to \$37,775. This is an increase of \$31,279 and the county portion of the expanded tax base equates to \$10,432.
- Theco, Inc. and Heave Equipment Inc currently employ thirty three individuals and as part of the tax abatement agreement would add five additional employees within the next two years.
- Per the IMPLAN software, the economic impact of the project would equate to approximately \$7,986,398 of annual output to the region.

Tax Abatement Request

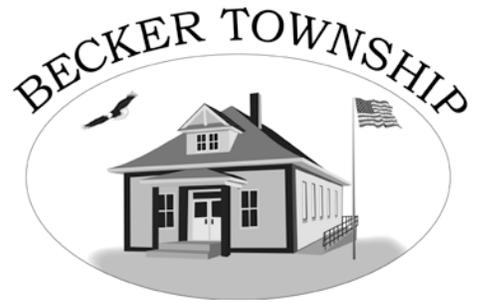
- Theco Inc. has applied for tax abatement financing in the amount of \$10,432 per year over the next 10 years. The total request equates to \$104,320 over the life of the agreement.
- The project would bring thirty three existing jobs to Sherburne County and create five additional jobs with an average wage of \$23.00 per hour.
- The project scores as “Above Average” based on our new Tax Abatement Policy Analysis scoring system. Per policy they are eligible for 75% of their request.

Future Building



Request for Town Board Action

Meeting Date: 9/18/2017



Agenda Item #/Location: Other		Description: Insurance Valuation Resolution	
Support Documentation	<input type="checkbox"/> None <input checked="" type="checkbox"/> As described:		
Background/Key Issues	Insurance valuation was redone over the summer for the Town Hall and Gazebo. Report is attached.		
Board Action Requested	<input type="checkbox"/> Information/Review <input checked="" type="checkbox"/> Motion to approve/disapprove <input type="checkbox"/> Other: determine which valuation to use and pass appropriate resolution. Other: cedar trees still to remove and fire extinguisher issue as they are currently inspected every other year.		
Deadline Involved? <u>9/18/2017</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



MINNESOTA ASSOCIATION OF TOWNSHIPS AGENCY

Minnesota Association of Townships Insurance & Bond Trust (MATIT)

Executive Director:
Gary Pedersen
Agency Director / General Counsel:
Eric L. Hedtke
Claim Administrator:
Debbie Provence
Agency Financial Assistant:
Christa Sellner
Agency Assistant:
Dawn Zimmerman
Agency Assistant:
Angela Hendrickson

August 30, 2017

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

Re: Property Valuation Report

Dear Lucinda,

Thank you for participating in the Minnesota Association of Townships Agency property valuation program. We hope you find the enclosed report from Overland Surveys useful and informative.

We have enclosed a form showing the breakdown of the current insured limit per building as well as the current replacement cost. Although most towns will want to stay with replacement cost coverage, we still require your board approve and sign the enclosed "replacement cost" resolution and Exhibit A.

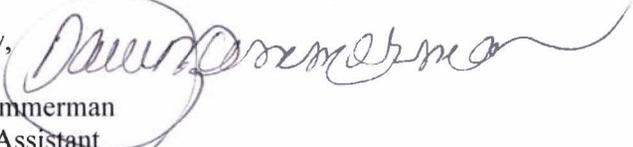
We do understand, however, that some towns are interested in other options. To meet those needs, we are offering an alternative. There is an "agreed value" option. This will not be of interest to most towns, but we did want to provide it to those who have carefully considered it and believe that the agreed value is appropriate for them. Information about this is included. If you do so, do NOT return the replacement cost resolution. You may choose which buildings to place an agreed value on while choosing replacement cost on others. Complete the appropriate forms based on the board's decision.

Finally, the report **may** highlight one or more potential concerns that should be addressed to reduce any possible safety risks. If any exist, we encourage you to correct these as soon as possible.

We would appreciate receiving the appropriate signed forms or hearing from you by October 30, 2017.

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

Sincerely,


Dawn Zimmerman
Agency Assistant

Encl.

*****Please note that we require either the signed Replacement Cost Forms or the signed Agreed Value Forms be returned to our office.*****

Township name:
Becker-Sherburne County
Home Office Address:
12165 Hancock Street
Becker, MN 55308
Person(s) Interviewed:
Lucinda Messman
Consultant:
Stephen Williams

Policy Number
M0368CLC17
Location Surveyed:
12165 Hancock Street
Becker, MN 55308
Title of Person(s) Interviewed:
Clerk
Date of Survey:
07/17/2017

WOID Number
11307299
Biz Unit Number:
1055754
Client Name:
MN Association of Townships

SPECIAL ATTENTION:	<input checked="" type="checkbox"/> None
The township does not own any vehicles or equipment.	

Insured has Workers' Compensation Insurance	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown to Contact
<i>If no or unknown, suggest they contact Eric Hedtke at Association of Townships, since the Association offers it.</i>			
Comments: None.			

DESCRIPTION OF OPERATIONS:

Operation is that of a township. The township is located in Sherburne County, MN. Becker Township has a range of 56 square miles and it has a population of approximately 5,400 residents. Becker Township was formed in 1871. There are 5 supervisors, 1 clerk, and 1 treasurer that are involved in the daily operations of the township. Becker Township is responsible for planning, zoning, road maintenance, and providing fire coverage for the township, which is handled by the Becker Fire Department, and they are within 1 mile of the town hall building. The town hall is used for elections, meetings, and all other township business. The town hall building is a single-story building that is of jointed masonry construction, it consists of 2,424 square feet, and it is 106 years old. In addition, the township owns a gazebo, which is of wood frame construction, it consists of 391 square feet, and it is 100 years old. The township does not own any vehicles or equipment. The building upkeep and road maintenance is handled by various subcontractors. Certificates of insurance are obtained and maintained on file for all subcontractors used.

GENERAL DATA:					
Name & Address of Building Surveyed					
Building age, yrs:	106	# of Stories:	1	Avg Story Height, feet:	10
Construction Class:	Joisted Masonry	Bldg Area, sq ft:	2,424	Roof Construct:	Wood
Roof Covering:	Wood Shakes	Roof Condition:	Average	Basement in Bldg?	Yes
Vertical Openings Protected?	N/A	Elevators Protected?	N/A	Bldg Condition	Average
Comments: Historical building.					

HAZARDS - Are the Following Satisfactory?					
Heating:	Yes	Flam/Comb Liq:	N/A	Trash Removal:	Yes
Electric:	Yes	Overcurrent Protection:	Yes	Housekeeping:	Yes
Air Conditioning:	Yes	Weld/Hot Work:	N/A	Maintenance	Yes
Plumbing:	Yes	Other Hazards:	N/A	Smoking:	Yes
Comments: None.					

--

LIABILITY EXPOSURES - Are the Following Satisfactory at All Surveyed Locations?			
Yards & Walks:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Public Areas:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Handrails/Guardrails:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Interior/Exterior Lighting:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Elevators:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Exits:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Comments:	None.		

AUTO		<input type="checkbox"/> Not Requested	<input checked="" type="checkbox"/> No Exposure				
Coverage Ever Cancelled:	Select	Any Past Losses:	Select				
Drivers Over 65/Under 21:	Select	Handicapped Drivers:	Select				
Type Carrier:	Select	Radius of Operation, mi.:					
Any Hired Autos:	Select						
Comments:							
Unit #	Type	Make/Year	Use	Condition	VIN #	Viewed	Own or Lease

(To add rows above, place cursor in lower right-hand column & tap the Tab key.)

Abnormal Bodies:	Select	Kept at Driver's Home:	Select
Proper Operation:	Select	Good Condition:	Select
Preventative Maintenance:	Select	Do Own Maintenance:	Select
Regular Inspection:	Select	Defects in Writing:	Select
Safe Storage:	Select	Storage Lot Fenced:	Select
Comments:			
SPECIAL VEHICLES: ALL OTHER PUBLIC		<input checked="" type="checkbox"/> No Exposure	
Lights/Sirens:	Select	Stop for STOP signs/stoptlights	Select
Exceed Posted Speed Limit	Select	Stop at RR Crossings:	Select
Comments:			

CONTRACTORS EQUIPMENT IDENTIFICATION/INFO:							
Unit #	Type	Make/Year	Use	Condition	VIN/Serial #	Viewed	Own or Lease

(To add rows above, place cursor in lower right-hand column & tap the Tab key.)

Abnormal Bodies:	Select	Kept at Driver's Home:	Select
Proper Operation:	Select	Good Condition:	Select
Preventative Maintenance:	Select	Do Own Maintenance:	Select
Regular Inspection:	Select	Defects in Writing:	Select
Safe Storage:	Select	Storage Lot Fenced:	Select
Comments: This section did not apply.			

AUTO/CONTRACTOR'S EQUIPMENT SAFETY & COMPLIANCE:			
Adq Supervision:	Select	Safety Coordinator:	Select
Driver Training:	Select	Accident Register:	Select

Photos



Front View

Town hall



Rear View

Town hall



Other

Gazebo



Other

Wood shakes



Interior Photo

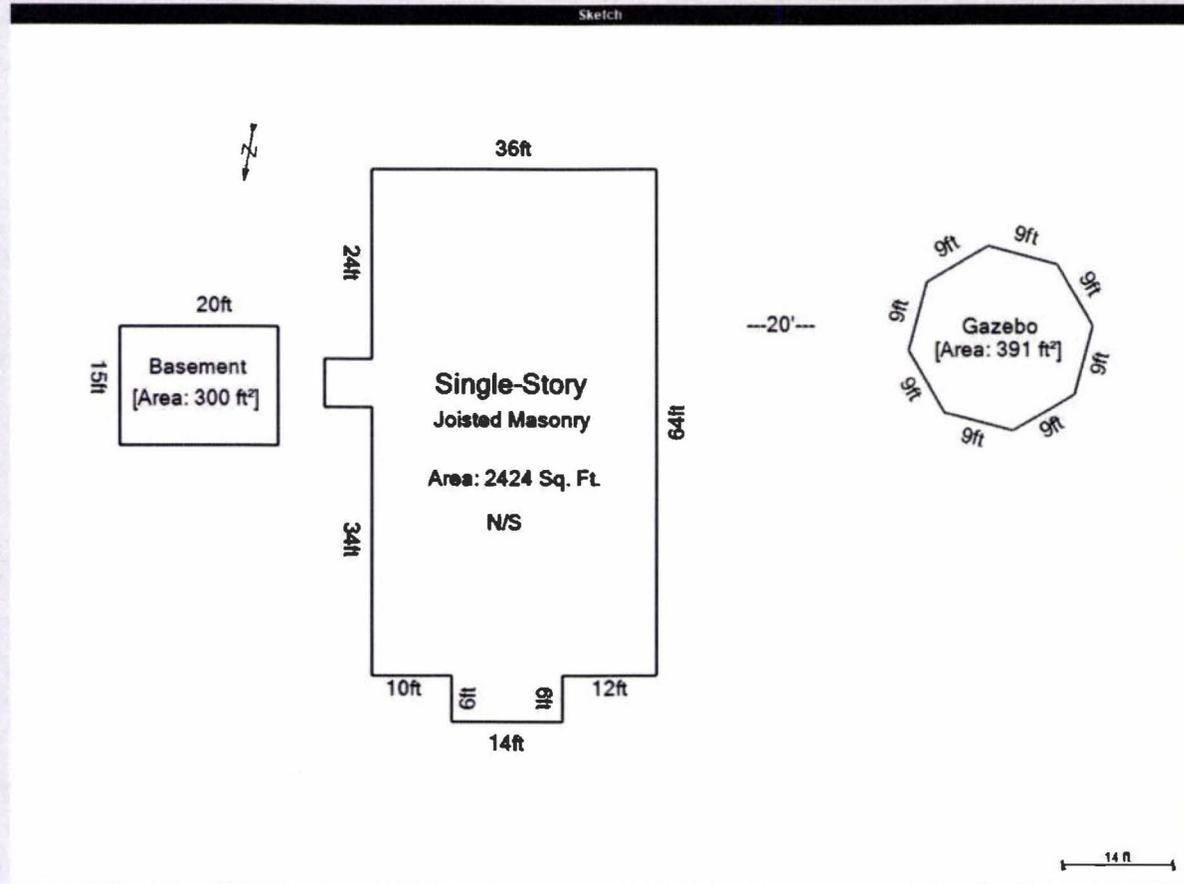
Town hall



Interior Photo

Town hall

Diagram





Valuation Standard Report

Property Express

Property Express

Policy Number: 11307299

7/31/2017

SUMMARY OF COSTS	Reconstruction	Exclusion
SUPERSTRUCTURE		
Site Preparation	\$476	
Foundations	\$70,259	
Foundation Wall, Interior Foundations, Slab On Ground		
Exterior	\$169,486	
Framing, Exterior Wall, Exterior Wall, Structural Floor, Roof		
Interior	\$89,074	
Floor Finish, Ceiling Finish, Partitions		
Mechanicals	\$64,369	
Heating, Cooling, Fire Protection, Plumbing, Electrical, Elevators		
Built-ins	\$22,359	
TOTAL RC SECTION 1	\$416,024	

TOTAL RC BUILDING 00001 Town Hall Building	\$416,024
---	------------------

BUILDING 00002 - Gazebo

Section 1

SUPERSTRUCTURE			
Occupancy:	100% Open Park Pavilion	Story Height:	9 ft.
Construction Type:	100% Frame (ISO 1)	Number of Stories:	1
Gross Floor Area:	391 sq.ft.	Gross Perimeter:	72 ft.
Construction Quality:	1.0 - 1.0 - Economy		
Year Built:	1917		

Adjustments			
Hillside Construction:	Degree of Slope: Level	Site Accessibility:	Excellent
	Site Position: Unknown	Soil Condition:	Excellent

Fees	
Architect Fees:	7% is included
Overhead and Profit:	20% is included

SUMMARY OF COSTS	Reconstruction	Exclusion
SUPERSTRUCTURE		
Site Preparation	\$64	
Foundations	\$4,289	
Foundation Wall, Interior Foundations, Slab On Ground		

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

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

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Valuation Standard Report

Property Express
Property Express
SUMMARY REPORT

Policy Number: 11307299

7/31/2017

VALUATION

Valuation Number:	11307299	Effective Date:	07/31/2017
Value Basis:	Reconstruction	Expiration Date:	07/31/2018
		Cost as of:	03/2017

BUSINESS

Becker-Sherburne County
12165 Hancock St SE
Becker, MN 55308-9561 USA

LOCATION 00001 - Becker-Sherburne County

Becker-Sherburne County
12165 Hancock St SE
Becker, MN 55308-9561 USA

BUILDING 00001: SUPERSTRUCTURE			Reconstruction	Sq.Ft.	\$/Sq.Ft.
Section 1:	100%	Government Community Service Building	\$416,024	2,424	\$172
Section Totals			Reconstruction	Sq.Ft.	\$/Sq.Ft.
Section 1:	100%	Government Community Service Building	\$416,024	2,424	\$172
BUILDING TOTAL, Building 00001			\$416,024	2,424	\$172

BUILDING INSURANCE SUMMARY

Total Insured Amount	\$0	
Percent of Insurance to Value	0%	
100% Co-insurance Requirement	\$416,024	\$416,024
-100% Variance	(\$416,024)	

BUILDING 00002: SUPERSTRUCTURE			Reconstruction	Sq.Ft.	\$/Sq.Ft.
Section 1:	100%	Open Park Pavilion	\$19,262	391	\$49
Section Totals			Reconstruction	Sq.Ft.	\$/Sq.Ft.
Section 1:	100%	Open Park Pavilion	\$19,262	391	\$49
BUILDING TOTAL, Building 00002			\$19,262	391	\$49

BUILDING INSURANCE SUMMARY

Total Insured Amount	\$0	
Percent of Insurance to Value	0%	
100% Co-insurance Requirement	\$19,262	\$19,262

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

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

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Disclaimer

This report and the information contained herein represent the consultant's work and opinion and have been completed to the best of his or her ability. It is intended solely for underwriting purposes and to assist with loss control activities. No responsibility is assumed for the discovery of all hazards which could possibly cause accidents or damage, nor for any building valuation provided. Compliance with any submitted recommendations in no way guarantees the fulfillment of all obligations as may be required by any local, state or federal laws. This report is the property of and for the exclusive use and benefit of the Contracting Insurance Company and shall not be used by any other person for any other purpose. This report and the information contained herein shall not form the basis for any liability, claim, or cause of action against the consultant or Overland Solutions, Inc. by any person or entity.

RESOLUTION # _____

_____ Township,

_____ County, Minnesota

A RESOLUTION APPROVING REPLACEMENT COST COVERAGE

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

WHEREAS, the town board has determined that it desires to fully insure that property.

NOW, THEREFORE, BE IT RESOLVED, that the town board of _____ Township, _____ County, Minnesota approves obtaining replacement cost coverage from the Minnesota Association of Townships Insurance Trust as set out in Exhibit A attached hereto and authorizes and directs the clerk to take any steps necessary to do so.

Supervisor _____

Supervisor _____

Supervisor _____

Supervisor _____

Supervisor _____

Adopted this _____ day of _____, 20____.

BY THE BOARD

Town Chair

Attest: _____
Town Clerk

EXHIBIT A

Property Valuation Acceptance Form

Township: Becker

County: Sherburne

Apply Replacement Cost to each building as indicated:

Location # or Building Description:	Current Insured Limit:	Current Annual Premium:	Replacement Cost:	Replacement Cost Annual Premium
Town Hall	\$398,968	\$983	\$416,024	\$1,025
Gazebo	N/A	N/A	\$19,262	\$47

Replacement Cost will be endorsed onto your Consolidated Liability Coverage, Policy #: M0368CLC17 and will be effective upon receipt of a signed copy of the replacement cost resolution and this form.

If possible, please respond by 10/30/2017.

Clerk's Signature: _____

Date: _____

Agreed Value Information

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

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

EXHIBIT B

Property Agreed Value Acceptance Form

Township: Becker

County: Sherburne

Apply Agreed Value coverage to each building as indicated:

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

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

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

Clerk's Signature: _____ Date: _____

RESOLUTION # _____

_____ Township, _____ County, MN

A RESOLUTION APPROVING AGREED VALUE COVERAGE

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

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

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

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

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

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

Supervisor _____

Supervisor _____

Supervisor _____

Adopted this _____ day of _____, 20_____.

BY THE BOARD

Town Chair

Attest: _____
Town Clerk