

Credit River Township

Meeting Minutes

December 4, 2006

Call to Order

Chairman Dan Casey called the meeting to order at 7:00 pm.

Members Present

Chairman Dan Casey, Supervisor Leroy Schommer, Supervisor Bruce Nilsen

Others Present:

Township Clerk Jerry Maas, Township Attorney Bob Ruppe, Township Engineer Jeff Elliott, Township Treasurer Holly Batton

Minutes of the previous meeting:

Chairman Dan Casey called for Clerk Jerry Maas to review the draft minutes of the November 1, 2006 meeting.

Supervisor Bruce Nilsen offered a motion to accept the minutes as read. Supervisor Leroy Schommer offered a second, all in favor, motion carried 3 - 0.

Treasurers Report

Treasurer Holly Batton presented the treasurers report for October 2006.

Supervisor Bruce Nilsen made a motion to approve the treasurer's report as presented, Supervisor Leroy Schommer offered a second, all in favor, motion carried 3 – 0.

Treasurer Batton noted that she had transferred \$60,000.00 from the savings to the checking account. Supervisor Leroy Schommer made a motion to retroactively approve this transaction. Supervisor Bruce Nilsen offered a second, all in favor, motion carried 3 – 0.

At this time, the regular meeting was recessed and Chairman Casey opened the scheduled Public Hearing.

Public Hearing – Consider Assessment of Delinquent Sewer payments to Taxes

Chairman Casey asked if anyone was present to speak about the proposed assessment.

There being no response, Chairman Casey called for a motion to close the Public Hearing. Supervisor Leroy Schommer made that motion to close the Public Hearing, Supervisor Bruce Nilsen offered a second, all in favor, motion carried 3 – 0.

The Public hearing was closed and the regular meeting was re-convened.

Sheriff's Report

Deputy Greg Muelken presented the report for the month of November. There were 118 calls during the month.

Treasurer Batton asked if Deputy Muelken had any suggestions on security and he offered some.

Resident's Group Report

No Report tonight.

Open Forum

1. Paul Povolny, owner of property at 16550 Linch Path, appeared to note that his neighbor has performed some road grading that resulted in the road being narrowed to 14 feet. He would like the Town Board to request the City of Lakeville support keeping the road width at 21 feet.

At the request of the Board, Attorney Bob Ruppe prepared the following Resolution # 2006-07 for the Board's consideration:

**CREDIT RIVER TOWNSHIP
SCOTT COUNTY
State of Minnesota**

Resolution No. 2006-07

**A RESOLUTION REQUESTING THAT
THE CITY OF LAKEVILLE RETURN LINCH PATH
TO ITS ORIGINAL WIDTH**

WHEREAS, Paul Povolny, a resident of Credit River Township who resides at 16650 Linch Path in Credit River Township, has notified the Credit River Town Board of a potential health and safety hazard presented by the narrowing of Linch Path within the City of Lakeville from its original 20 feet to approximately 17 feet; and

WHEREAS, the Credit River Town Board believes that this narrowing of Linch Path will create additional problems of access, safety, and usability for property owners using Linch Path to access their homes in Credit River Township.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of Credit River Township hereby requests that the City of Lakeville return Linch Path to its original width.

Approved and adopted this 4th day of December 2006.

CREDIT RIVER TOWNSHIP

Dan Casey – Chairman

Jerald R. Maas - Clerk

Supervisor Leroy Schommer made a motion supporting resolution 2006-07. Supervisor Bruce Nilsen offered a second, all in favor, motion carried 3 – 0.

Agenda Items

1. Discuss status of Animal Control Ordinance

Attorney Bob Ruppe reported that Scott County does not currently have an animal control policy. He presented an ordinance to specifically control dogs as follows :

DRAFT DATED OCTOBER 2, 2006

**CREDIT RIVER TOWNSHIP
SCOTT COUNTY
STATE OF MINNESOTA**

ORDINANCE NO. _____

ORDINANCE PROHIBITING DOGS FROM RUNNING AT LARGE AND PROHIBITING VICIOUS DOGS

The Town Board for the Town of Credit River, Scott County, Minnesota, hereby ordains:

Section 1. Definitions. For purposes of this ordinance the terms contained in this section shall have the definitions given to them.

A. "running at large" or "run at large" means permitting a dog to stroll, wander, rove, or ramble at will and without constraint or confinement. "Running at large" shall not include the foregoing conduct when the same occurs on property owned or leased by the person to whom a dog belongs.

B. "Owner" means any person, keeper, custodian or legal entity owning, harboring or keeping a dog, whether temporary or permanent.

C. "Dangerous Dog" and "Potentially Dangerous Dog" have the meanings given by Minnesota Statutes §347.50 subdivisions (2) and (3) respectively.

D. "Habitually Barking Dog" means any dog that (i) barks, whines, cries or makes other similar such noises for a period of five minutes or more, with less than 1 minute intervals between noises or (ii) barks, whines, cries or makes other similar such noises between the hours of 10:00 p.m. and 7:00 a.m., regardless of frequency, and (iii) any such noises are audible off of the Owner's property or premises, or such other property or premises upon which the dog is kept.

Section 2. Noisy Animals. Habitually Barking Dogs are hereby declared a public nuisance. No owner shall keep or harbor a Habitually Barking Dog within the Town of Credit River.

Section 3. Dangerous Dogs. "Dangerous Dogs" and "Potentially Dangerous Dogs" are defined and regulated by Minnesota Statutes §347.50 through §347.55. With regard to Dangerous Dogs and Potentially Dangerous Dogs, the Township of Credit River recognizes 4 Paws Animal Control as the "Animal Control Authority" within the meaning of Minnesota Statutes §347.50 subdivision 7. When the Township learns of such dogs, it will contact and inform the appropriate Animal Control Authority. Should it become necessary for the Township to impound Dangerous or Potentially Dangerous dogs, then the Township will provide notice and hold said dog(s) for seven (7) days as specified by Minnesota Statutes §347.54 subdivision 2, or for such other period and upon such other terms as may later be required by law.

Section 4. Running at Large Prohibited. No Owner shall permit a dog to run at large within the Town of Credit River. Any dog found running at large may be impounded by the Township as provided in this Ordinance and may be destroyed if not timely redeemed as provided in Section eight (8) below.

Section 5. Leash and Control. The restrictions imposed by the preceding Section four (4) shall not prohibit the appearance of any dog upon the streets or public property when such dog is on a leash and kept under the control of the accompanying person, or when the dog is not on a leash, but is under the immediate and complete control of the person charged with its care, either by voice control or other device.

Section 6. Contract- Animal Catcher. The Town Board is empowered to contract with an animal pound keeper, a animal catcher and any other officers, including police officers, necessary to enforce the provisions, terms and conditions of this ordinance.

Section 7. Five (5) Day Notice. Any dog impounded under the provisions of this ordinance shall be kept in a pound for a period of at least five (5) days after a notice of such impounding has been posted in the Town Hall. If the owner of the dog is known, then the Township shall make reasonable effort to notify the owner of the impoundment. All impounded dogs shall be fed and treated in a humane manner.

Section 8. Redemption of Animals. If within five (5) days the owner of such impounded dog shall pay the costs of such impounding, as specified in Section ten (10) below, then the owner shall be given possession of the impounded dog. Upon the expiration of the five (5) days specified in Section seven (7) above, any person may claim or redeem such impounded dog by paying the costs aforesaid.

Section 9. Unclaimed Animals, Disposal. If any dog impounded for violation of this ordinance has not been claimed or redeemed within the five (5) days provided in Section seven (7) above, then the Animal Control Authority or any other duly designated officer or agent of the Town is hereby authorized and empowered to destroy said dog in a humane manner according to law or to surrender the same, without cost, to the local humane society.

Section 10. Cost of Impounding. The costs for the impounding and care of any impounded dog shall be the actual cost incurred by the Township. Said Fees may be reviewed and changed from time to time by Town Board Resolution.

Section 11 . Safety of Person(s) Enforcing this Ordinance. The Animal Control Authority, animal catcher or any other duly designated officer or agent of the Town is hereby empowered and authorized to kill any dog found in violation of this ordinance if said dog cannot be safely taken up and impounded.

Section 12. Interference with Officers. It shall be unlawful for any unauthorized person to break open the pound or attempt to do so, or to take or let out any dogs there from, or to take or attempt to take from any officer or agent, any dog taken up by him in compliance with this ordinance or in any manner to interfere with or hinder such officer or agent in the discharge of his duties under this ordinance.

Section 13. Penalty. Any person, association, firm, corporation or other legally recognized entity violating any of the provisions of this ordinance shall be guilty of a misdemeanor punishable by up to the maximum sentence allowed by law for such offense, unless the Town Board has by resolution has set a fine schedule for particular offenses hereunder. If the Town Board has set a fine schedule for particular offenses hereunder, then sentences for such violations shall be imposed consistent with said fine schedule. Any dog determined to have violated the provisions of this ordinance may be impounded, subject to the terms and provisions of this ordinance and other applicable law.

Section 14. Repealer. Ordinance number 8 entitled "An Ordinance Providing for Licensing and Regulation of Keeping of Dogs" is hereby repealed and replaced by this Ordinance, number _____.

Passed by the Town Board of the Town of Credit River this ____ day of _____ 2006.

This ordinance shall be effective upon passage and publication in the official Township newspaper.

Dan Casey, Chairman
Credit River Township

ATTEST:

Jerry Maas, Clerk
Credit River Township

Mr. Ruppe also noted that the Township would have to make provisions with an animal control service.

The board tabled further discussion pending arrangements with Forepaws for animal control.

2. Discuss Snow Plowing Policy in New Developments

Attorney Ruppe presented an agreement he has prepared requiring developers to sign in order to have roads plowed where the township has not officially accepted the roads:

**CREDIT RIVER TOWNSHIP
SCOTT COUNTY
STATE OF MINNESOTA
AGREEMENT TO SNOWPLOW ROADS**

WHEREAS, _____ ("Petitioner") is in the process of developing a parcel of property located within Credit River Township, Scott County, Minnesota known as _____ and shall hereinafter be referred to in its entirety as "Said Plat";

WHEREAS, Credit River Township Developer's Agreement requires that the Developer enter into a maintenance agreement with the Township to snowplow the streets within Said Plat until such time as the streets located within Said Plat are accepted by the Township.

WHEREAS, Petitioner has requested that Credit River Township snowplow the streets within Said Plat until such time as the streets located within Said Plat are accepted by the Township.

NOW, THEREFORE, the Township and Petitioner agree as follows:

1. Credit River Township, at its sole expense, shall snow plow all roads within Said Plat between December, 2004 and May 1, 2004 consistent with Credit River Township snowplowing policies.

2. Petitioner hereby grants the Township, its agents, employees, officers and contractors a right to enter the property to perform all work and inspections deemed appropriate by the Township in conjunction with the snowplowing activities.

3. Petitioner shall hold the Township and its officers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from the snowplowing activities. Petitioner shall indemnify the Township and its officers and employees for all costs, damages and expenses which the Township may pay or incur in consequence of such claims, including attorney's fees.

4. Any notices to the parties herein shall be in writing, delivered by hand (to the Town Clerk for the Township) or registered mail (addressed as follows) to the following parties:

Credit River Township:

Credit River Town Clerk
Jerry Maas
7491 165th Street East
Prior Lake, MN 55372
(952) 440-5515

Developer:

5. This Agreement shall be binding upon and extend to the representatives, heirs, successors and assigns of the parties hereto;

6. If any provision contained in this Agreement is held invalid, the validity of the remainder of the Agreement shall not be affected thereby.

Dated: _____

CREDIT RIVER TOWNSHIP

DEVELOPER

Town Board Chairman

Town Clerk

The board asked engineer Jeff Elliott to send copies of the agreements to the developers asking that they sign and return them as soon as possible. There will be no charge for plowing these roads.

3. Engineers Report

a). **Review status of Grey Fox 3rd and Grey Fox 5th Additions.**

Engineer Jeff Elliott presented some information on these two projects. The Letters of Credit need to stay in place at the current amounts until the projects are officially completed and warranties finished.

b). **Update on Tim Krieger Property**

Engineer Jeff Elliott reported that Mr. Krieger has completed 3 of the 4 items he had specified as requirements. A boulder in the right of way still has to be moved.

c). **Letter of Credit Reduction Requests**

Engineer Elliott presented a table of each development.

1). Monterey Ponds

A sign needs to be installed indicating "No Outlet". In addition, the project has not been officially completed in accordance with the terms of the Developers Agreement and therefore the Letter of Credit needs to be renewed.

2). Stonebridge

The developer is asking that the Letter of Credit (LOC) be reduced. Engineer Elliott recommended that it not be reduced below \$ 513,480.06 in accordance with the board's desire to complete more of the project. Supervisor Leroy Schommer offered a motion to reduce the LOC to \$ 513,480.06 contingent on the developer cleaning up the site per the requirements of a recent Scott County Ordinance violation. Supervisor Bruce Nilsen offered a second, all in favor, motion carried 3 – 0..

3). Territory

Clerk Jerry Maas noted that the escrow account was in serious arrears. Attorney Ruppe will send a letter to the developer putting them in notice of default. The Letters of Credit will automatically renew.

4). Thorough Bred Acres

Engineer Elliott reported that everything was current on this project. The Letter of Credit will need to be renewed at the previously authorized reduced amount of \$ 200,000.00.

5). Scottsview acres

The had previously been given approval to reduce his Letter of Credit to \$32,854.33 in July of 2006. We will be looking for a new LOC at this amount or for the full amount.

6). Cress View Estates

Engineer Elliott also reported that this project is current with the exception of the trees in the roadway that need to be removed. Engineer Elliott reported that he has sent a letter to On-Site Marketing requesting that this be done. The Letter of Credit needs to be renewed at the current amount.

7). Stonegate

Engineer Elliott reported that this Letter of Credit will automatically renew at the end of the year.

Supervisor Bruce Nilsen made motion to accept the development (roads) and start the warranty period with the provision that escrow monies remain intact. Supervisor Leroy Schommer offered a second, all in favor, motion carried 3 – 0.

8). Stoneridge

Attorney Bob Ruppe is of the opinion that the developer's engineer must certify the road as complete and then petition the board to formally accept the road. The warranty will begin at that time. Attorney Ruppe and Engineer Elliott will verify for the next meeting. The Letter of Credit will have to be renewed for the current amount.

9). Grey Fox 5th Addition

The Developer's Agreement specifies that the developer's engineer must certify all improvements and we don't have that certification as yet. Engineer Jeff Elliott to follow up.

10). Monterey Heights

The Letter of Credit needs to be maintained at \$50,000 for the full 2 year warranty requirement of the developer's Agreement.

11) Harvest Hills

The Developer's Agreement specifies that the developer's engineer must certify all contingencies noted in June, 2006 have been completed and we don't have that certification as yet. Engineer Jeff Elliott to follow up.

d) Mark Kolsrud bill

Mr. Kolsrud has submitted a bill and receipt for pump rental for pumping excess water on France Blvd. Supervisor Bruce Nilsen made a motion to approve reimbursement for pump rental at \$ 684.80. Supervisor Leroy Schommer offered a second, all in favor, motion carried 3 – 0.

4. Other Business

a). Review Financial Management of CSTS Systems

The board authorized Deputy Clerk Dave Cuthill to perform an audit/review of the financial management of the waster water treatment facilities. This project was done with Dave Cuthill acting as an independent contractor based upon his former work as an auditor for non-profit organizations and not as Deputy Treasurer. The scope of this project included reviewing the EcoCheck contracts, EcoCheck invoices, MPCA permits, financial and managerial accounting of the wastewater entities.

Primary concerns addressed were:

1. Is Credit River Township meeting MPCA permit requirements?
2. If not meeting regulatory requirements, what is being done about it?
3. None of the expenses should be billed to non-SSD residents
4. How to review bills to confirm consistency with contract and address potential escalating costs
5. Manage meeting expenses
6. Who is managing MPCA requirements for Township?

Mr. Cuthill offered the following recommendations:

1. Sign off statement on each monthly bill that MPCA permit requirements have been met
2. If not meeting regulatory requirements:
 - a. List of non-compliant items
 - b. List remedy tasks and timeline to complete
 - c. Monthly report currently given to Town Clerk
3. Establish separate funds for each SSD
Provide Board Management reporting showing proper billing reconciling inflows and outflows.
4. Use consistent terminology in contracts and bills
 - a. Revise monthly billing and accounting thereof with consistent categorization
 - b. Require annual projections for time and material by billing category
 - c. Annually, as specified by contract, get new rate schedules
 - d. Review and track inspections, define process for failed inspections
 - e. EcoCheck agrees to stay within annual budget, get board sign-off on budget
5. Point person approval for meetings (see #6 below)

6. Designate on Board member as EcoCheck point person to manage outsourcing of work and maintain responsibility
7. Correlate billing terminology to MPCA requirements for easier tracking

Attorney Bob Ruppe will review the ordinance to determine the extent of authority to bill abusers.

b) **Consider Resolution assigning delinquent sewer charges for Bart's Homes to property taxes**

Attorney Bob Ruppe presented Resolution 2008-08 for the Board's consideration:

**CREDIT RIVER TOWNSHIP
COUNTY OF SCOTT
STATE OF MINNESOTA**

RESOLUTION NO.2006-08

**RESOLUTION ADOPTING ASSESSMENT FOR DELINQUENT COMMUNITY
SEWER TREATMENT SERVICE FEES AND RELATED INTEREST**

WHEREAS, pursuant to proper notice duly given as required by law, the Township of Credit River has met and heard and passed upon all objections to the proposed assessment for unpaid sewer charges and delinquent administrative enforcement fines;

NOW, THEREFORE, the Town Board of Credit River Township, Scott County, Minnesota, pursuant to Minnesota Statute Section 366.012, hereby orders:

1. Bart's Homes who resides at 21355 Ridgewood Trail (PID No. 40890220) has incurred charges for waste-water services, which are, to date, unpaid in the amount of \$528 which are in addition to administrative enforcement fines and corresponding interest in the amount of \$100.00. Said proposed assessment, in the total amount of \$628, shall constitute the special assessment against the lands named herein.
2. Bart's Homes who resides at 21230 Monterey Trail (PID No. 40890290) has incurred charges for waste-water services, which are, to date, unpaid in the amount of \$528 which are in addition to administrative enforcement fines and corresponding interest in the amount of \$100.00. Said proposed assessment, in the total amount of \$628, shall constitute the special assessment against the lands named herein.
3. Each such assessment identified above shall be payable in one lump sum and shall bear interest at the rate of Six Percent (6%) per annum from the date of adoption of this assessment resolution. To the lump sum payment shall be added interest on the entire assessment from the date of this resolution until December 31, 2006.
4. The Credit River Township Treasurer shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the proper tax lists of the

county and such assessment shall be collected and paid over in the same manner as other municipal taxes.

Adopted at the meeting of the Credit River Township Board on the 4th day of December 2006.

CREDIT RIVER TOWNSHIP

Dan Casey, Chairman

Attest:

Jerald R. Maas, Clerk

Supervisor Bruce Nilsen made motion to adopt the foregoing resolution. Supervisor Leroy Schommer offered a second, all in favor, motion carried 3 - 0.

c). Discuss Policy on Billing Procedures for ownership changes in CSTS projects

Treasurer Holly Batton noted that the township is not currently notified when property in the CSTS projects are sold. Consequently she has difficulty billing the property owner of record.

It was decided that we have no option other than continue to bill as we are.

d). Consider proposal for Town Hall Security System

Treasurer Batton reported that she has appointments set up this week with three security management companies and will have some additional information next month.

e) Recommendations for Deputy Clerk

Clerk Jerry Maas reported that he has not yet contacted Tim Bendel to wrap up this assignment. He does have the documents sent by Attorney Ruppe to complete this and will try to get it finished prior to the next meeting.

f) Access/Driveway Ordinance

The board has been considering a revised ordinance over the last few months. Attorney Ruppe has made the necessary changes and presented a final draft for the board's consideration.

**CREDIT RIVER TOWNSHIP
SCOTT COUNTY
STATE OF MINNESOTA**

ORDINANCE NO. 2006-03

**ORDINANCE REGULATING THE CONSTRUCTION
AND MAINTENANCE OF DRIVEWAYS/CULVERTS
WITHIN THE TOWNSHIP**

CREDIT RIVER TOWNSHIP, SCOTT COUNTY, MINNESOTA HEREBY ORDAINS:

1. All parts of ordinances in so far as they are inconsistent with the provisions of this Ordinance are hereby repealed.
2. All construction of driveways, approaches, culverts, and other activities in public Township rights-of-way undertaken after the date of enactment of this ordinance, must comply with the terms of this ordinance.

Section 1. Authority.

This ordinance is adopted pursuant to Minn. Stat. Chapter 462 and the Township's police powers.

Section 2. Purpose.

The purpose of this ordinance is to promote the public safety, the general welfare of the community and to enforce the goals and policies of Credit River Township. This ordinance applies to the construction or modification of private driveways located within Credit River Township that provide access to buildings constructed or to be constructed after the effective date of this ordinance.

Section 3. Definitions.

"Driveway" is defined as a road or path giving access from a public highway or private road to one or more dwelling units or commercial buildings located or to be constructed on adjacent lands.

"Field Approach" is defined as a path or access route from a public road to an adjacent field or pasture.

Section 4. Permit Required.

- A. That all persons seeking to construct a new driveway, new field approach or to convert an existing field approach to a driveway must apply for and obtain a driveway/culvert permit from the Town Board prior to commencing construction. Only one driveway access or field approach to the property shall be allowed without the permission of the Town Board.
- B. Every application for an access driveway/culvert permit shall provide such information as the Town Board may require.
- C. No driveway/culvert permits shall be issued to persons not in compliance with the terms of this Ordinance.

Section 5. Conditions of Permit.

- A. No work under this Provision is to be started until the Town Board or its designee approves the access driveway or entrance permit application and all applicable fees and escrow deposits have been received by the Township.
- B. All work performed by the applicant covered by this ordinance shall comply with all specifications:
 1. Private driveways will be at least 20 feet wide, and not more than 28 feet wide, at the intersection with the township road. *Only one driveway shall be allowed per parcel.*
 2. All culverts shall be at least 15 inches in diameter, at least 28 feet long, with flared ends. The Township Engineer may specify a larger culvert. All culverts shall be new and shall be constructed of galvanized steel.

3. The invert of the Culvert must be at least 3 inches below the edge of the blacktop, unless otherwise approved by the Township Engineer.
 4. A driveway must contain at least 4 to 6 inches of 3" clear rock for at least 50 feet from the Township road before any footings are poured for construction on the site.
- C. No driveway shall cross a wetland unless the wetland permit has first been obtained.
 - D. No obstructions shall be constructed or planted in the township right of way. (Obstructions include, but are not limited to, retaining structures, posts, trees, shrubs and other such items.) Mailboxes and support posts may be located within the Township right of way, however the Township is not responsible for damage to mailboxes or posts during maintenance or snowplowing.
 - E. The applicant shall allow such persons, as the Town Board shall designate to enter onto their property to inspect prior to the issuance of the permit, during the progress of the work and the finished work.
 - F. Unless a written extension of time has been granted by the Township, if work is not completed within 6 months of the date of issuance of the permit, any driveway or entrance permit, which has been granted under this ordinance, is void and the permit fee and escrow deposit are forfeited and applicant must reapply for a permit should they wish to continue with work covered under this ordinance.
 - G. If required by the Township, the applicant shall provide and install the necessary pipe and aprons for the driveway or entrance pursuant to the Township's specifications.
 - H. The applicant shall construct, install, build and gravel said driveway prior to construction of the home or any other building on the property on which the driveway is to be located.
 - I. The applicant shall furnish and place all soils needed in the construction or reconstruction of the driveway and/or entrance embankment.
 - J. The applicant will surface with gravel that portion of the driveway or entrance within the road right of way.
 - K. The applicant may surface that portion of the driveway within the road right of way using materials other than gravel provided the applicant has obtained the approval of the Town Board prior to the start of the work. This surfacing shall be at the applicant's expense.
 - L. Where work on the traveled roadway is necessary, traffic must be protected, and signing and proper barricades must be utilized.
 - M. Dirt or debris are NOT ALLOWED on Township roads and shall be removed within 24 hours of placement or notice to do so whichever is earlier. If an applicant fails to comply with this section, the Town Board may remove the dirt or debris itself and charge the cost of clean up against the deposited escrow money. Costs incurred by the Township to clean up the street in excess of the deposited escrow money may be assessed to the offending property owner pursuant to Minnesota Statutes §429.101.
 - N. The roadside must be cleaned after work is completed and restored to a condition similar to that prior to construction.
 - O. The applicant must place stakes in exact location of the proposed driveway prior to review by Town Board or its designee, and again prior to culvert delivery.
 - P. Applicant shall construct only one driveway per parcel of land.
 - Q. Applicant shall be responsible for cleaning and maintenance of any culvert installed under this ordinance. Should applicant fail to comply with this requirement, the

Township may assess the cost of any maintenance to the applicant pursuant to Minnesota Statutes §429.101.

- R. If any excavation is to take place "Gopher State One Call" is to be notified at (800) 252-1166 prior to start of construction.
- S. After construction is completed, the driveway shall remain clean and free of debris at all times. Any debris deposited on the driveway or roadway shall be removed immediately.

Section 6. Inspection of the work, escrow amount and fees.

- A. Every new driveway or field approach shall be required to have an inspection both prior to the start of the work and after the work is completed. It shall be the responsibility of the applicant to arrange for these inspections.
- B. Applicant shall provide to the Township for deposit in an escrow fund, \$900.00 for any costs incurred by the Township relating to completing the construction of the driveway or installation of the culvert including, but not limited to, repairing damage to any roadways as a result of the construction of the driveway and the installation of the culvert, turf establishment and removing an unacceptable driveway. The escrow amount shall be collected even if there is an existing driveway on the property. If additional escrow is required or bills incurred beyond the escrow amount, applicant shall be billed directly for such costs and applicant agrees to furnish additional monies as requested by the Township. Any amounts not utilized from this escrow fund shall be returned to the applicant, without interest, when all improvements have been completed, all financial obligations to the Township have been satisfied, and the Town Board has approved the final inspection.
- C. Applicant shall provide to the Township with a nonrefundable permit application fee of \$50 (in addition to the escrow deposit) to cover the Township's inspection costs. However, if the applicant installs the driveway prior to scheduling an inspection by the Township, the applicant shall provide to the Township an additional fee of \$ 50 (in addition to the \$ 50 permit application fee) to cover the Township's additional inspection and administrative costs.
- D. Prior to construction of the driveway and installation of the culvert, the applicant shall meet with a township supervisor or their designate at the site.
- E. No changes or alterations in the approved construction may be made at anytime without the written consent of the Town Board or its representative.
- F. If at the time of final inspection, the driveway and related grading and turf establishment is found to be acceptable any remaining escrow deposit shall be refunded, without interest, at the next Township Board meeting.
- G. Unless a written extension of time has been granted by the Township, if the Town Clerk is not notified within one year of the permit being issued that the work has been completed and is ready for inspection, the permit will be deemed null and void and any escrow deposit will be forfeited to the Township.

Section 7. Indemnification.

- A. The applicant, his successors and assigns, as a condition precedent to obtaining permit approval, hereby agree to release Credit River Township, its officers and agents, from any and all liability and claims concerning the herein above described permit request, construction of the subject work, and the finished driveway or entrance.
- B. The applicant, applicant's successors and assigns, as a condition precedent to obtaining permit approval, hereby agree to hold harmless, indemnify and defend

Credit River Township, its officers and agents, from any and all liability and claims concerning the herein above described permit request, the construction of the subject driveway or entrance work, and the finished driveway or entrance, and further shall be deemed to have consented to the assessment of clean-up costs as set forth in this ordinance.

- C. The Township shall have no responsibility to repair a driveway which encroaches upon a public right-of-way that is damaged during the course of Township maintenance of the roadway.

Section 8. Violation.

- A. In the event of a violation of this ordinance, the Town Board may institute appropriate actions or proceedings, including requesting injunctive relief to prevent, restrain, correct or abate such violations.
- B. Further, violation of this ordinance shall be grounds for the immediate revocation of the access driveway or entrance permit and/or imposition of a civil fine not to exceed \$500 at the discretion of the Town Board.
- C. Each day of violation of this ordinance shall be deemed a misdemeanor for which the Township may bring prosecution. In the event of a successful prosecution, then the prosecution costs may be added to any fines or penalties imposed by the Court, all as provided by statute. The maximum penalty shall be the same as the maximum penalty provided by Minnesota law for misdemeanor violations.

Section 9. Separability.

It is hereby declared to be the intention that the several provisions of this ordinance are separable in accordance with the following: If any court of competent jurisdiction shall adjudge any provision of this ordinance to be invalid, such judgment shall not affect any other provisions of this ordinance not specifically included in said judgment.

Section 10. Effective date.

This ordinance shall be in full force and effect from and after its passage and publication.

Adopted by the Town Board of Credit River Township, this 4th day of December, 2006

Dan Casey, Chair

Jerry Maas, Clerk

Supervisor Leroy Schommer made a motion to adopt this ordinance as presented. Supervisor Bruce Nilsen offered a second, all in favor, motion carried 3 – 0.

- g) Fee Ordinance

Attorney Bob Ruppe noted that he and Clerk Jerry Maas should meet soon to draft a new "Fee Ordinance" for the boards consideration.

- h) Next Meeting

In that the next meeting falls on January 1st, the board decided to re-schedule the January meeting to Tuesday, January 2nd.

Review and Pay Bills

The Town Board approved the following claims for payment:

11/6/2006	3457	JPE Enhancement	NPDES Refund	\$	1,980.00
11/14/2006	3458	Ktaemer Mining & Materials	Rock	\$	364.38
11/14/2006	3459	SW Suburban Publishing	Legal Advertising-Prior Lake	\$	110.04
11/14/2006	3460	ECM Publishers	Legal Advertising-Lakeville	\$	37.08
11/14/2006	3461	Integra Telecom	Phone Services	\$	365.08
12/4/2006	3462	Scott Soil & Water Cons District	September E and S Inspections	\$	3,957.50
12/4/2006	3463	Scott Soil & Water Cons District	October E and S Inspections	\$	4,227.50
12/4/2006	3464	Art Johnson Trucking	November Road Maintenance	\$	2,452.98
12/4/2006	3465	Jerry Maas	November Expenses	\$	255.61
12/4/2006	3466	Northwest Bituminous	Fern / Birch Road Repair	\$	16,503.50
12/4/2006	3467	Hakanson Anderson Associates	Engineering Charges	\$	16,798.69
12/4/2006	3468	CenterPoint Energy	Town Hall Gas	\$	82.91
12/4/2006	3469	Xcel Energy	St Francis St Light	\$	11.98
12/4/2006	3470	NW Associated Consult	Plan / Zone Consult	\$	746.30
12/4/2006	3471	EcoCheck	October CTS	\$	4,155.97
12/4/2006	3472	Unified Theory	NPDES / Culvert Mapping	\$	216.00
12/4/2006	3473	Private Underground	October Locate Services	\$	151.00
12/4/2006	3474	One Call Concepts	General Locate Services	\$	20.30
12/4/2006	3475	Superior Striping	Town Hall Parking Lot	\$	320.00
12/4/2006	3476	Evenson Electrical	Town Hall Park Light Repair	\$	105.00
12/4/2006	3477	Bohnsack & Hennen Excavating	Casey Parkway Ditch Cln	\$	747.00
12/4/2006	3478	MVEC	MH Lift Station	\$	44.53
12/4/2006	3479	MVEC	Town Hall Electricity	\$	60.81
12/4/2006	3480	MVEC	South Passage Lift Station	\$	38.52
12/4/2006	3481	Safety Signs	Signs / Installation	\$	1,170.00
12/4/2006	3482	Holly Batton	Expenses – November	\$	218.75
12/4/2006	3483	Dave Cuthill	Consulting Services	\$	1,155.24
12/4/2006	3484	Couri, Macarthur & Ruppe	Legal Charges	\$	3,026.25
12/4/2006	3485	Bruce Nilsen	Expenses	\$	65.13
12/4/2006	3486	Dan Casey	Expenses	\$	140.34
12/4/2006	3487	Leroy Schommer	Expenses	\$	478.95
12/4/2006	3488	Holly Batton	Services as Treasurer	\$	1,212.39
12/4/2006	3489	Dan Casey	Services as Supervisor	\$	674.15
12/4/2006	3490	Jerald R Maas	Services as Clerk	\$	3,132.52
12/4/2006	3491	Bruce Nilsen	Services as Supervisor	\$	729.56
12/4/2006	3492	Leroy Schommer	Services as Supervisor	\$	951.20
12/4/2006	3493	Daralene Lein	Election Judge Expenses	\$	168.00
12/4/2006	3494	Rita Vollmer	Election Judge Expenses	\$	84.00
12/4/2006	3495	Robbie Masters	Election Judge Expenses	\$	102.00
12/4/2006	3496	Bob Dahl	Election Judge Expenses	\$	102.00
12/4/2006	3497	Jan Penney	Election Judge Expenses	\$	145.35
12/4/2006	3498	Jerald Mortenson	Election Judge Expenses	\$	96.00
12/4/2006	3499	Allen Aspengren	Election Judge Expenses	\$	156.00
12/4/2006	3500	Nancy Grimes	Election Judge Expenses	\$	157.35

Adjourn

There being no further business before the Town Board, Supervisor Bruce Nilsen made a motion to adjourn, Supervisor Leroy Schommer offered a second, all in favor, motion carried 3 - 0. The meeting adjourned at 11:40 pm.

Submitted By: (s/) Jerald R. Maas
Township Clerk
Credit River Township

Approved By:(s/) Dan Casey
Chairman Board of Supervisors
Credit River Township