

Credit River Township

Meeting Minutes

September 17, 2007

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 Treasurer Holly Batton, Township Engineer Jeff Elliott, Township Attorney Bob Ruppe

Meeting Minutes

Chairman Dan Casey asked Clerk Jerry Maas to summarize the minutes from September 4, 2007.

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

Sheriff's Report

No Report this evening

Treasurer's Report

Treasurer Holly Batton presented the financial report for August 2007.

Supervisor Leroy Schommer made a motion to accept the treasurers report as presented. Chairman Dan Casey offered a second, all in favor, motion carried.

Treasurer Batton requested approval to transfer \$15,000 from savings to checking. The board approved.

Treasurer Batton presented the escrow summary for review.

It was noted that Monterey Heights is now current and therefore the Letter of Credit should be returned.

It was noted that the escrow for Liberty Creek is below the required amount of \$20,000. The Board instructed Treasurer Batton to send a letter requesting the amount.

It was noted that the escrow for Loehr Ridge was negative. Should they become seriously negative, the balance will need to be certified to the property taxes. The board asked that Treasurer Batton send a letter requesting \$5000. Should payment not be received, the balance will be certified to taxes.

Furthermore, no action by township personnel will be undertaken until escrows are current.

The board asked Attorney Bob Ruppe to send a letter to Eagle Creek Development requesting escrow money for Stoneridge project.

The Board asked Attorney Bob Ruppe to send the developers notices of default on South Passage and Cedarwood.

Engineer Jeff Elliott presented a letter from the bank on Thoroughbred Acres. They are addressing the street sweeping, erosion and weed issues. The board will be reviewing the escrow at the next meeting and taking action at that time.

Resident's Group Report

No report this evening.

Open Forum

- 1) John Riesgraf, resident of 6200 Birch Road, asked what the latest status for water and sewer in the area is at this time. He is concerned that he might be forced to update his septic system and then if the sewer comes with annexation he'll face double charges. How this will be handled?

The board informed Mr. Riesgraf that extending sewer service is not planned for the near future.

He also asked about the condition of Whitewood and Birch Roads. Supervisor Dan Casey noted that until sewer service is planned, this will be an ongoing question.

Agenda Items

- 1) **Mr. & Mrs. Dion Wickander – Continue discussion of request for variance on road setback requirement**

Mr. and Mrs. Wickander, residents of 9875 Lucerne Trail, presented a copy of the approved septic system design which the board has requested previously.

Supervisor Bruce Nilsen made a motion to recommend approval of the request for a variance. Supervisor Leroy Schommer offered a second, all in favor, motion carried 3 – 0.

- 2) **Certification of Delinquent Sewer Charges**

Attorney Bob Ruppe Presented the following resolution to the Town Board for consideration:

CREDIT RIVER TOWNSHIP COUNTY OF SCOTT STATE OF MINNESOTA

RESOLUTION NO. 2007-02

RESOLUTION CERTIFYING 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 certification for unpaid sewer charges and delinquent administrative enforcement fines, attorneys fees and interest;

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

- | | |
|--|----------|
| 1. 21355 Ridgewood Trail, Lakeville, MN 55044 (PID No. 40890220) | \$580.40 |
| 2. 21230 Monterey Trail, Lakeville MN 55044 (PID No. 40890290) | \$580.40 |
| 3. 21096 France Blvd., Lakeville MN 55044 (PID No. 40870210) | \$580.40 |
| 4. 21032 France Blvd., Lakeville MN 55044 (PID No. 40870180) | \$712.00 |
| 5. 21085 Ridgewood Trail, Lakeville MN 55044 (PID No. 40890060) | \$712.00 |

Each such certification 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 Resolution. To the lump sum payment shall be added interest on the entire certification from the date of this Resolution until December 31, 2007.

The Credit River Township Treasurer shall forthwith transmit a certified duplicate of this Resolution 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 17th day of September 2007.

CREDIT RIVER TOWNSHIP

Daniel Casey, Township Chair

Jerry Maas, Township Clerk

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

3) Engineer's Report

a) Dwight Gunnarson – Credit River Development – Request reduction in Letter of Credit and Start Warranty of Stonebridge

Engineer Jeff Elliott presented information as to the status of the project. He noted that enough work has been completed such that the work remaining would be less than the minimum amount of the Letter of Credit that must be maintained during the warranty period.

He is recommending that the LOC be reduced to the Minimum. However, Engineer Elliott feels that while the developer is close to qualifying for start of the warranty, it is a bit premature for this. He felt that the developer might be able to come to the next meeting with a request to start the warranty.

Supervisor Bruce Nilsen made a motion to reduce the LOC to \$134,420.00. Supervisor Leroy Schommer offered a second, all in favor, motion carried 3 – 0.

b) Laurent Development – Request reduction in Letter of Credit

This item was tabled until the next meeting.

c) Project Reports

1) Monterey Ponds

Engineer Jeff Elliott reported that the developer had completed his erosion control and road shouldering.

Chairman Dan Casey made a motion to accept the project contingent on the developer paying his escrow balance. Supervisor Leroy Schommer offered a second, all in favor, motion carried 3 – 0.

2) Territory

Chairman Casey asked for an update on the “weeping mound” issue in the Territory. Engineer Jeff Elliott felt that an alternate mound might be required to ultimately solve this problem. Chairman Casey noted that time will be an issue with regard to starting the warranty on Mound # 1.

d) Insulation Blankets for CSTS Systems

Engineer Jeff Elliott presented some cost information on these items.

Supervisor Leroy Schommer made a motion to authorize EcoCheck to purchase 100 units of these insulated pouches. Supervisor Bruce Nilsen offered a second, all in favor, motion carried 3 – 0.

4) Other Business

a) Finalize MOA for Maintenance of Judicial Road

Attorney Bob Ruppe submitted a revised agreement that covered to concern the board had previously expressed relative to the termination of the agreement. The original agreement did not have an end date, but kept on automatically renewing annually. The board wished to force an automatic review periodically.

The board asked Attorney Ruppe to modify the agreement to delete the reference to the term and insert a paragraph that will establish periodic review.

**JOINT POWERS AGREEMENT
BETWEEN THE CITY LAKEVILLE AND
CREDIT RIVER TOWNSHIP FOR
JUDICIAL ROAD IMPROVEMENT AND MAINTENANCE**

THIS AGREEMENT is entered into between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (hereinafter referred to as "Lakeville") and **CREDIT RIVER TOWNSHIP**, (hereinafter referred to as "Township"), with the parties collectively hereinafter referred to as the "Parties".

WHEREAS, the Parties desire to provide for the improvement of Judicial Road from 205th Street to 185th Street (hereinafter “The Project”) and the maintenance of Judicial Road from 205th street to a point 2635 feet north of 185th street (hereinafter “Maintenance”); and

WHEREAS, Minn. Stat. § 471.59 authorizes two or more governmental units to enter into agreements to jointly or cooperatively exercise any power common to the contracting parties or any similar power; and

NOW, THEREFORE, in consideration of their mutual covenants the Parties agree as follows:

1. FEASIBILITY REPORT. The Township’s Consulting Engineer will prepare a Feasibility Report for the Project. The completed report is subject to the approval of both Lakeville and the Township.

2. PLANS AND SPECIFICATIONS. The Township’s consulting Engineer will prepare plans and specifications for the Project following approval of the Feasibility report by both Parties. The plans and specifications are also subject to the approval of both Parties.

3. BIDDING. The Township will advertise for bids for the construction of the Project in accordance with Minnesota law and will provide Lakeville with an analysis of the bids received. The Township must obtain Lakeville's approval of the bid before awarding a contract.

4. CONTRACT AWARD. The Township shall prepare contract documents and enter into a contract with the approved bidder.

5. COST ALLOCATION. Project costs shall be paid 50% by each party. Project costs are: engineering, inspection, testing and constructions costs. Project costs do not include costs associated with the Parties' employees.

6. OWNERSHIP. Each party shall own the portion of the Project located within its corporate boundaries.

7. PAYMENT. The Township will act as the paying agent for all Project costs. Payments will be made as the Project work progresses and when certified by the Township Engineer. The Township, in turn, will bill Lakeville for the project costs. Upon presentation of an itemized claim, Lakeville shall reimburse the Township for its share of the costs incurred under this agreement within 30 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

8. CHANGE ORDERS AND SUPPLEMENTAL AGREEMENTS. Any change orders or supplemental agreements that affect the Project cost payable by Lakeville and changes to the plans must be approved by Lakeville prior to execution of work.

9. RULES AND REGULATIONS. The Township shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures.

10. MAINTENANCE. Following Project completion, Lakeville shall be responsible for the maintenance of Judicial Road. "Maintenance" means: striping, snow plowing, patching, pot hole repair, salt and sanding, crack sealing and seal coating. The Township will reimburse Lakeville for 50% of the maintenance cost which shall include but is not limited to costs associated with Lakeville employees performing the work or inspection thereof. Upon presentation of an itemized claim the Township shall reimburse Lakeville 30 days from the presentation of the claim. If any portion of an itemized claim is questioned by the Township, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work. Either party may terminate this maintenance agreement on one year written notice to the other party.

11. INDEMNIFICATION. The Township agrees to defend, indemnify, and hold harmless Lakeville against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of Township and/or those of Township employees or agents. Lakeville agrees to defend, indemnify, and hold harmless Township against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which Lakeville is responsible, including future operation and maintenance of facilities owned by Lakeville and caused by or resulting from negligent acts or omissions of Lakeville and/or

those of Lakeville employees or agents. All parties to this agreement recognize that liability for any claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties.

12. WAIVER. Any and all persons engaged in the work to be performed by the Township shall not be considered employees of Lakeville for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said Township employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of Lakeville. The opposite situation shall also apply: the Township shall not be responsible under the Worker's Compensation Act for any employees of Lakeville.

13. AUDITS. Pursuant to Minnesota Statutes § 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of the Township and Lakeville relevant to this Agreement are subject to examination by the Township, Lakeville, and either the Legislative Auditor or the State Auditor as appropriate. The Township and Lakeville agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

14. INTEGRATION. This Agreement supersedes all prior Agreements and understandings between the Township and Lakeville regarding Judicial Road whether written or oral.

15. PERIODIC REVIEW. The City and Town mutually agree and state that a periodic review of this Agreement is to be conducted every five years with the conclusions of said review to be provided to both the City Council and Town Board for their consideration of any recommendations.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials.

CITY OF LAKEVILLE

CREDIT RIVER TOWNSHIP

BY: _____
Holly Dahl, Mayor

BY: _____
Dan Casey, Chairperson

AND _____
Charlene Friedges, City Clerk

AND _____
Jerry Maas, Clerk

Supervisor Bruce Nilsen made a motion to approve the agreement as changed, Supervisor Leroy Schommer offered a second, all in favor, motion carried 3 – 0.

Engineer Jeff Elliott will forward two copies to the City of Lakeville for approval and execution

b) Snow Removal Plans

Attorney Ruppe noted that he and Engineer Elliott had prepared some preliminary RFP's. He indicated that they will have final documents ready in the next few days.

Supervisor Leroy made a motion to approve the documents subject to review and approval by one of the supervisors. Supervisor Bruce Nilsen offered a second, all in favor, motion carried 3 – 0.

c) County Road 75

Chairman Dan Casey asked about the status of this project.

Engineer Jeff Elliott gave an update.

d) Possible Violations of Home Extended Business Ordinance

The Board asked Clerk Maas to report complaints received at the following addresses.

- 1) 7455 180th St.
- 2) 6806 Faricy Lane

e) Voting Precinct Standards

Clerk Jerry Maas presented information from the county elections department relative to meeting handicapped standards. Supervisor Leroy Schommer indicated that he had previously verified that the Town Hall met all the requirements.

Review and Pay Bills

The Town Board approved and paid the following claims:

9/17/2007	3987	Integra Telecom	Phone Services	\$	360.47
9/17/2007	3988	Private Underground	July/August Locates	\$	300.50
9/17/2007	3989	Kraemer & Sons	NPDES Refund	\$	1,440.00
9/17/2007	3990	Metro Prairie Homes	NPDES Refund	\$	1,570.00
9/17/2007	3991	Metro Classic Homes	NPDES Refund	\$	1,440.00
9/17/2007	3992	Gary Baldwin	NPDES Refund	\$	1,520.00
9/17/2007	3993	Bart's Homes	NPDES Refund	\$	845.00
9/17/2007	3994	Bart's Homes	NPDES Refund	\$	1,180.00
9/17/2007	3995	John Phillipps	NPDES Refund	\$	490.00
9/17/2007	3996	Jeff Piatz	NPDES Refund	\$	970.00
9/17/2007	3997	Lakeland Custom Homes	NPDES Refund	\$	1,520.00
9/17/2007	3998	RS Homes	NPDES Refund	\$	1,740.00
9/17/2007	3999	Credit River Development	NPDES Refund	\$	1,510.00
9/17/2007	4000	Franz Homes	NPDES Refund	\$	1,380.00
9/17/2007	4001	Mihm Custom Homes	NPDES Refund	\$	1,320.00
9/17/2007	4002	Scott/Lisa Nelson	NPDES Refund	\$	1,560.00
9/17/2007	4003	James/Loni Lowe	NPDES Refund	\$	1,610.00
9/17/2007	4004	A Maas Construction	NPDES Refund	\$	1,770.00
9/17/2007	4005	Pautz Construction	NPDES Refund	\$	500.00
9/17/2007	4006	Dustcoating Inc	Dust Treatment	\$	1,206.00
9/17/2007	4007	Scott Soil & Water Cons Dist	August Inspections	\$	2,158.00

9/17/2007	4008	Xcel Energy	St Francis St Light	\$	12.20
9/17/2007	4009	SW Suburban Publishing	Legal Adv-Prior Lake	\$	119.36
9/17/2007	4010	Northwest Assc Consult	August Plan/Zone	\$	3,327.50
9/17/2007		Anchor Bank	EFTPS Sept	\$	1,424.82

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 9:15 pm.

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

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