

TOWN OF ORROCK
REGULAR MONTHLY Meeting
Wednesday, September 24, 2025 7:00PM

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE

2. APPROVAL OF SEPTEMBER MEETING AGENDA

3. APPROVE CONSENT AGENDA

The Consent Agenda groups routine meeting discussion points and normal business decisions into a single agenda item. In so doing, the grouped items can be approved in one action, rather than through the filing of multiple motions. For both Consent and Regular Agenda items, the same legal, financial, and policy evaluations are conducted and reported to the Town Board. Any Board Supervisor can request an item be removed from the Consent Agenda and presented individually for consideration by the Town Board.

Review or approval of Treasurer's Reports:

- A. Routine Claims – Approve
- B. Payroll – September 2025 – Approve

4. SHERIFF'S REPORT

Sergeant Alex Dehn

- A. Deputy Access Update

5. OPEN FORUM

Business presentations during open forum will be limited to 3 minutes per person. The Board reserves the right to defer any action on business presented, during open forum. State your full name and address, for the record. Keep everything in statement form. Questions may be submitted in writing for future Board consideration. Once your time is up, any further interaction will be initiated by the Board.

6. APPROVAL OF MEETING MINUTES

August Monthly Meeting
September Special Meeting

7. REGULAR BUSINESS

- A. Ann Lake Beach Update
- B. Orrock Cemetery Association Update
- C. ATV New Law Requirements

8. EASEMENTS

- A. Easement on 16376 230th Ave NW – Review Encroachment Agreement/Accept
- B. Easement for Drainage Use on 233rd Ave NW - Discussion

Disclaimer: The agenda has been prepared to provide information regarding an upcoming meeting of the Orrock Town Board of Supervisors. This document does not claim to be complete and is subject to change.

This meeting is being recorded, for the purpose of aiding the township's Clerk with transcription of the official minutes and on occasion uploaded to the Township website for public viewing.

TOWN OF ORROCK
REGULAR MONTHLY Meeting
Wednesday, September 24, 2025 7:00PM

9. ROADS

- A. Unmaintained Road at 25368 164 1/2 St NW - Review Encroachment Agreement/Discuss
- B. 2025 Overlay Update
- C. 243rd Sink Hole Quote
- D. Roads & Signs Report
- E. Tree Trimming & Brush Cutting

10. BOARD BUSINESS/UPDATES – COMMITTEE REPORTS

- A. Adams
- B. Ellinger
- C. Felber
- D. Owen
- E. Keiderling

11. TREASURER BUSINESS

- A. Cash Control Statement and Investment Update - Approve
- B. Treasurer's Report - Approve
- C. Report of August Sherburne State Bank Securities Pledge Validation – Review
- D. Additional Claims – Approve
- E. Propane Prebuy Contract - Approve

12. ANNOUNCEMENTS

- A. October Board Meeting – Wednesday, October 22nd @ 7PM
- B. 30th Annual Wildlife Festival – Saturday, September 27th, from 10:00 a.m. to 2:00 p.m. at the Oak Savanna Learning Center.
- C. SCAT Meeting - October 15th – Sherburne Co History Center - Dinner

13. ADJOURNMENT

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Sherburne County Sheriff
13880 Business Center Dr
Elk River MN 55330
Ph: (763) 765-3500

CAD Summary Report

Printed On: 09/03/24 08:08

Sherburne County Sheriff

	08/24	Total
91000 DRUGS/NARCOTICS	1	1
91450 DWI	1	1
91600 DISTURBING THE PEACE	1	1
91650 HARASSMENT	2	2
92200 CRIMES AGAINST ADMIN JUS	3	3
92750 FRAUD COMPLAINT	2	2
9312 ANIMAL FOUND	2	2
9313 PROPERTY FOUND	1	1
9314 ABANDONED VEHICLE	1	1
9440 ACCIDENT-MV-PROPERTY DAM	1	1
9450 ACCIDENT-MV-PRP DM HR	1	1
9462 ACCIDENT-VEHICLE VS ANIMA	2	2
9560 ANIMAL COMPLAINT	1	1
9561 CONSERVATION	1	1
9562 DOG COMPLAINT	3	3
9601 FIRE-DWELLING	1	1
9603 FIRE-VEHICLE	1	1
9730 MEDICAL	11	11
9740 MENTAL CASE	2	2
9800 MISCELLANEOUS PUBLIC	1	1
9801 DOMESTIC	1	1
9802 PUBLIC ASSIST	3	3
9803 AGENCY ASSIST	4	4
9805 CIVIL COMPLAINT	2	2
9807 TRAFFIC STOP	80	80
9808 TRAFFIC COMPLAINT	7	7
9810 GARBAGE/LITTERING	1	1
9811 SUSPICIOUS PERSON	1	1
9812 SUSPICIOUS VEHICLE	2	2
9813 JUVENILE COMPLAINT	2	2
9817 SECURITY CHECK	16	16
9818 EXTRA PATROL	20	20
9819 LOUD MUSIC COMPLAINT	1	1
9823 CHECK THE WELFARE	4	4
9825 BOATING COMPLAINT	1	1
9826 ATV COMPLAINT	1	1



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9827 SHOOTING COMPLAINT	3	3
9834 PARKING COMPLAINT	1	1
9850 PAPER SERVICE	6	6
9853 SUSPICIOUS ACTIVITY	7	7
9863 HAZARDOUS ROAD	5	5
9900 MISCELLANEOUS OFFICER	5	5
9937 911 HANG UP	5	5
Vandalism	1	1
VEHICLE LOCKOUT	1	1
Total	219	219



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CAD Summary Report - ORROCK TOWNSHIP AUGUST 2025

Printed On: 09/02/25 08:54

Sherburne County Sheriff

	08/25	Total
90600 THEFT	1	1
90900 ASSAULT	1	1
91650 HARASSMENT	4	4
9201 DAR/DAS/DAC	1	1
92200 CRIMES AGAINST ADMIN JUS	1	1
92700 TRESPASS	2	2
9302 ANIMAL LOST	2	2
9440 ACCIDENT-MV-PROPERTY DAM	2	2
9450 ACCIDENT-MV-PRP DM HR	1	1
9560 ANIMAL COMPLAINT	1	1
9561 CONSERVATION	1	1
9562 DOG COMPLAINT	1	1
9730 MEDICAL	10	10
9740 MENTAL CASE	2	2
9802 PUBLIC ASSIST	1	1
9804 ALARM-SECURITY	2	2
9805 CIVIL COMPLAINT	3	3
9807 TRAFFIC STOP	53	53
9808 TRAFFIC COMPLAINT	1	1
9810 GARBAGE/LITTERING	1	1
9811 SUSPICIOUS PERSON	3	3
9812 SUSPICIOUS VEHICLE	4	4
9817 SECURITY CHECK	15	15
9818 EXTRA PATROL	18	18
9823 CHECK THE WELFARE	6	6
9824 BURNING COMPLAINT	2	2
9826 ATV COMPLAINT	2	2
9850 PAPER SERVICE	6	6
9853 SUSPICIOUS ACTIVITY	5	5
9863 HAZARDOUS ROAD	1	1
9900 MISCELLANEOUS OFFICER	5	5
9937 911 HANG UP	8	8
Followup	1	1
Park Patrol	1	1
Public lift assist	2	2
VEHICLE LOCKOUT	1	1



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Printed On: 09/02/25 08:54

Vehicle Off Road	1	1
Total	172	172



Regular Monthly Meeting
Wednesday, August 27, 2025, 7:00PM

The Orrock Township Board met in regular session, on Wednesday, August 27th, 2025 at Orrock Town Hall, 26401 180th Street NW, Big Lake, MN.

In attendance were Chair Anne Felber, Supervisors: Paul Ellinger, Bryan Adams, Dalton Keiderling and Peter Owen, Treasurer Kellie McConville and Clerk Shelley Erickson. Also, in attendance were Sergeant Derek Barret, Township Engineer Kevin Krueger and 21 members of the audience and the Patriot News.

A quorum was present and the meeting was called to order by Chair Anne Felber at 7:00 PM.

CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE

Chair Felber called the meeting to order. Before beginning the Pledge of Allegiance, Felber requested a moment of silence for the victims of the shooting in Minneapolis that had occurred that day, acknowledging the families, victims, medical personnel, and law enforcement officers involved. Following the moment of silence, the Pledge of Allegiance was recited.

APPROVAL OF AUGUST MEETING AGENDA

Chair Felber asked for any changes to the August meeting agenda. Hearing none, she requested a motion.

Motion to approve the August meeting agenda was made by Supervisor Owen and seconded by Supervisor Keiderling. All voted in favor, and the motion carried.

APPROVE CONSENT AGENDA

Chair Felber presented the consent agenda, including items A and B (routine claims and payroll). She asked if there were any changes, questions, or items to remove from the consent agenda.

Motion to approve the consent agenda was made by Supervisor Adams and seconded by Supervisor Owen. All voted in favor, and the motion carried.

SHERIFF'S REPORT

In place of Sergeant Alex Dehn, Sergeant Barret reported that in the month of July, there was a property damage motor vehicle accident on County Road 1 just north of County Road 4 where a vehicle was improperly passing another vehicle, causing damage. The driver was identified and cited for improper passing. Additionally, there was a theft at the Sand Dunes food and fuel station where the suspect took two quarts of motor oil without paying. The suspect was identified and cited for misdemeanor theft.

Deputy Access Update

The Seargeant reported that after speaking with Sergeant Dehn and Matt Albert in IT, they determined the best solution would be to provide a lockbox with a key for deputy access to the township building. If someone were to leave employment, the lock would be changed and updated for the current deputy. Chair Felber confirmed the board was comfortable moving forward with this plan, and stated that Clerk Erickson would continue to stay in touch with Sergeant Dehn to facilitate the access.

OPEN FORUM

Chair Felber opened the forum for public comments. No citizens came forward to address the board.

APPROVAL OF MEETING MINUTES

Chair Felber presented the July monthly meeting minutes for approval.

Motion to approve the July monthly meeting minutes was made by Supervisor Ellinger and seconded by Supervisor Adams. All voted in favor, and the motion carried.

REGULAR BUSINESS

Orrock Cemetery Association – Discussion

Laurie Woksan, representing the Orrock Cemetery Board, presented information about the cemetery and its needs. She provided a brief history of the Orrock Cemetery, noting it was established in 1896 on land donated by a member of the Lutheran Church. The cemetery was originally located across the road, and most graves were moved to the current location, though two graves remain at the original site. The Orrock Cemetery Association was formed in 1922 to maintain the cemetery, which is not affiliated with any church and is considered a community cemetery.

Woksan explained that the cemetery board's concerns center around diminishing community involvement and association membership. Their most immediate need is to identify someone willing to be trained as a sexton to mark graves, ensure accurate interments and marker installations, keep burial records, file certificates of disposition, and maintain the master plot map. The current sexton, Larry Woksan, has performed this role for 13 years and is willing to train a replacement.

The cemetery board is also seeking to partner with Orrock Township to be the central repository for all cemetery records, which are currently kept on a personal computer in a private home. Eventually, they would like assistance from the township in fielding calls about records, availability of plots for sale, and other cemetery information.

Woksan emphasized that they do not need help with maintenance or funding, as they have sufficient funds to maintain the cemetery and could offer monetary compensation for a sexton. She noted that the cemetery has about 3 acres of land, averages 7 burials per year, sells approximately 3 plots annually at \$550 each, and has about 82-84 veterans buried there.

Chair Felber thanked Woksan for the presentation and suggested that the cemetery board would need to prepare a proposal for the annual township meeting in March 2026, as any financial commitments would require elector approval. The board agreed to help advertise for a sexton candidate on the township website and social media. Clerk Erickson mentioned she might have someone interested in the position. Woksan agreed to provide a job description and contact information for interested parties.

Ann Lake Beach - Discussion

Steve Mockenhaupt, President of the Ann Lake Improvement Club, discussed the challenges the club faces in maintaining the lake landing. The club currently handles mowing, electricity for the security light, garbage collection, and grading when washouts occur. He expressed concern about increasing costs related to aquatic invasive species management, including curly leaf pond weed treatment (costing \$2,500-2,800 annually), zebra mussels, and purple loosestrife, which has recently appeared around the lake.

Mockenhaupt explained that county grant money that previously funded these efforts is no longer available. He noted that the club is proud of maintaining Ann Lake as one of the best quality lakes in Sherburne County but is reaching a point where they may be unable to continue their maintenance responsibilities as outlined in their 2016 agreement with the township.

The board discussed the situation and mentioned that the township owns the landing property, building, and toilet facilities, while the Ann Lake Improvement Club maintains them. Commissioner Gregg Felber suggested exploring the use of park funds from the county for the landing. Chair Felber mentioned learning about the Initiative Foundation, which offers grants and low-cost loans for community projects, and offered to share this information with the club.

The board requested that the lake club prepare a specific proposal outlining what they want from the township, including any financial needs. Chair Felber emphasized that any financial requests would need to be presented at the annual township meeting in March 2026 for elector approval. The board expressed willingness to continue discussions and work toward a solution that would allow the club to continue its lake maintenance efforts.

Safety Deposit Box – Discuss/Action

Chair Felber introduced a resolution updating the authorization for the treasurer and other town officers to operate the safe deposit box at the Sherburne State Bank. Clerk Erickson explained that currently only two people (Brian Adams and Chris Weber) have authorized access to the box, and that those on the current finance committee should be authorized.

The board voted in favor of giving safe deposit access to the treasurer, clerk, chair and vice-chair which is currently Kellie McConville - treasurer, Shelley Erickson - clerk, Anne Felber - chair and Paul Ellinger – vice chair. An updated resolution to this effect will also be signed.

Motion to adopt the resolution authorizing the treasurer, clerk, chair and vice chair to operate the safe deposit box at Sherburne State Bank was made by Supervisor Adams and seconded by Supervisor Keiderling. All voted in favor, and the motion carried.

Supervisor Ellinger suggested adding this to the annual reorganization meeting agenda, which the board agreed was a good idea.

IT Update – Information

Clerk Erickson reported that all tablets are now working and compatible, with each having its own code. All computers have been updated and are working properly. One more auditing process is needed to ensure no outside devices still have township information. The IT budget currently has \$2,535 remaining.

Erickson mentioned that she continues to receive notifications about updating the township website to a .gov domain. Chair Felber noted that there is conflicting information about this requirement, with Township Attorney MATT stating that townships that don't process absentee ballots don't need to comply. The board agreed to research this further.

Recycle Day Grant Reimbursement – Information

Chair Felber reported that the Recycle Day costs were \$11,647.68, with a grant reimbursement of \$8,000, resulting in a net cost to the township of \$3,657.68. She also announced an upcoming mattress collection event on September 6th from 9:00 AM to 1:00 PM in Becker, which would be posted on the township website.

Legal Fee Increase – TBD

Clerk Erickson informed the board that their attorney's fees would increase by \$10 per hour effective January 1, 2026. The current rate is \$275 per hour and will increase to \$285 per hour. This applies to general legal work, with development work being billed at a different rate that the township rarely uses.

Landscaping Update – Information

Clerk Erickson reported that Franny Gerde had checked the landscaping progress and found everything moving along nicely. Next year, there should be more purple and pink flowers in addition to the yellow ones. Next month, they will remove more noxious weeds, and then nothing more needs to be done until mid to late April, when everything should be cut down.

Variance Request – Discuss/Action

Property owner, Matthew Bischoff, requested a variance for his property at 25368 164 1/2 Street NW. The owner explained he has owned 40 acres on 250th Avenue for 29 years and wants to create a simple plat of three 2.5-acre lots. He needs a variance because there are more than 26 residences on the dead-end street, which is eight-tenths of a mile long. When he purchased his property, there were only six people on the street.

The board discussed the variance request, with Supervisor Adams expressing concern about emergency vehicle access on the long dead-end road. Supervisor Keiderling supported the landowner's rights, noting that the owner has watched the area develop and should have the same opportunity.

The board agreed to support the variance request but noted concerns about the long dead-end road without an emergency exit. They acknowledged that the final decision would be made by the county's Board of Adjustment.

EASEMENTS

Easement on 16376 230th Ave NW – Review Encroachment Agreement/Sign

The board reviewed an encroachment agreement with Shane Ware, a property owner whose building and driveway encroach on a township easement. Ware expressed strong dissatisfaction with the agreement as drafted, particularly objecting to section 2, which would require him to remove his existing structure if the township terminated the agreement.

After discussion, the board agreed to modify the agreement by striking portions of section 2 and section 3, as well as paragraph 9(f), to allow the existing structures to remain while prohibiting any expansion of the encroachment.

Motion to sign the encroachment agreement after being reviewed by the township attorney with the changes as noted (removing in section 2 everything from "notwithstanding" up to the last sentence, striking all of paragraph 3, and striking paragraph 9(f)) was made by Chair Felber and seconded by Supervisor Keiderling. All voted in favor, and the motion carried.

Easement for Drainage Use on 233rd Ave NW - Update

Kevin Krueger, Township engineer, presented quotes for drainage work on 233rd Avenue NW. Daryl Waltetsko's quote came in at \$43,940.60, and TS Dirt Works quoted \$61,905. He explained that this would address drainage issues but not be considered a permanent fix.

The board discussed concerns about whether the township has rights to use the area for drainage, as the plat dedicates "streets and avenues, parks and beaches" to property owners rather than the township. There was also debate about whether the drainage problem was caused by a berm a property owner had constructed, redirecting water flow.

Motion to hold off on making a decision about the drainage project until speaking with the township attorney about rights to the drainage area, and to include in that inquiry any similar plats in the township with the same type of dedication language, was made by Chair Felber and seconded by Supervisor Ellinger. All voted in favor, and the motion carried.

Eagle Lake Boat Landing

Adam Kretch, property owner near the Eagle Lake boat landing explained that he was trying to resolve issues with his property that had arisen due to how the DNR boat landing was historically established on private property. He asked if the township would consider giving up a portion of an easement that wraps around his property in a horseshoe shape, which would help him potentially build a small house on his property.

Commissioner Gregg Felber explained that this situation resulted from an old plat where the DNR had been operating a landing on private property for about 60 years. The county is now working to purchase the quarter-acre triangle of land that extends into the DNR property.

Brenda Kimberly-Maas, Big Lake Township clerk, suggested more research should be done as according to an old document of county road 5, it is possible this easement may have already been vacated.

Township Engineer Kevin Krueger suggested that if the property owner could secure a private easement from himself (as he owns both adjacent properties), the township might consider vacating their easement. The board expressed willingness to work with the property owner once he has completed his survey and established the private easement.

Lake Easement - Discussion

Supervisor Keiderling explained that multiple lakefront property owners have been asking about vacating township easements that provide access to lakes, particularly on Eagle Lake. At the same time, residents who don't live on the lake have been asking if they can use these easements to access the lake for activities like launching canoes.

The board discussed whether to maintain, vacate, or officially designate these easements as public access points. Referencing a recent township experience where they had vacated an easement only to later need it for drainage, the board unanimously agreed they had no appetite to vacate any lake easements.

Regarding maintenance, the board agreed that the township would not maintain these easements but that adjacent property owners could choose to mow or maintain them if they wished, similar to how homeowners maintain ditches in front of their properties. The board also agreed that these are public

easements and property owners cannot prevent the public from using them to access the lakes, nor can they place obstructions like walls, cars, trailers, or fences to impede access.

ROADS

Unmaintained Road at 25368 164 1/2 St NW

The board discussed a situation of a township road that functions as a driveway for the property belonging to James & Susan Gerard. The road is not formally maintained by the township, but the Gerards must maintain it as gravel and cannot pave it.

Township Engineer Kevin Krueger suggested that rather than going through the formal process of abandoning the road, which could cost thousands in survey and legal fees, the township could enter into an encroachment agreement allowing the Gerards to pave and maintain the road while the township retains ownership.

Motion to enter into an encroachment agreement for the entire area of James & Susan Gerard, with the landowner providing a \$1,000 deposit for legal costs, was made by Chair Felber and seconded by Supervisor Adams. All voted in favor, and the motion carried.

Trailer on 26295 – 150th St NW

Supervisor Owen reported a complaint about a trailer parked on the right-of-way at 26295 150th Street NW. The road in this area is narrow, forcing vehicles to go single file around the trailer, and a school bus stop is located near the corner. Despite a previous 30-day notice to move the trailer, it remains in place with grass growing around it.

Motion to send a letter to the property owner citing violation of the right-of-way ordinance and giving them 30 days to remove the trailer was made by Supervisor Owen and seconded by Chair Felber. All voted in favor, and the motion carried.

Roads & Signs Report

Supervisor Owen reported two issues on 243rd Avenue. First, there is a large hole where the shoulder is giving way due to heavy rain. Second, there is a significant crack in the same area. After discussion about the potential cost of repairs and whether the road might be scheduled for future widening, the board authorized Owen to proceed with repairs.

Motion to authorize up to \$15,000 for road repairs on 243rd Avenue and Road Authority to contact Becker Township was made by Supervisor Adams and seconded by Supervisor Owen. All voted in favor, and the motion carried.

Adams also reported an issue on 245th Avenue where a group of homeowners' driveway is washing down onto the road. The board directed Clerk Erickson to research whether the township has an ordinance that would allow them to require the property owners to fix the issue.

2025 Overlay Update

It was reported that the 2025 overlay project would start the following week.

BOARD BUSINESS/UPDATES – COMMITTEE REPORTS

Due to the late hour, most board members declined to give updates. Supervisor Keiderling mentioned he had accepted an invitation to serve on the steering committee for county zoning, which includes reviewing laws and setbacks.

Chair Felber reported that with the new open meeting law, she had asked Clerk Erickson to modify their postings to state that "one or more members may attend this meeting remotely" on all notices, eliminating the need for separate notices when board members attend remotely. She also mentioned she would likely be attending next month's meeting remotely due to a conference.

Felber informed the board that she had attended a housing summit for the comprehensive needs analysis of Sherburne County, which she found very productive. She also mentioned a homeowner rehabilitation loan program effective July 22, 2025, for people needing assistance with home repairs, which would be posted on the township website.

TREASURER BUSINESS

Cash Control Statement and Investment Update - Approve

The Treasurer presented the cash control statement showing checking balances, the road fund, and CD information, which had been balanced against the CTAS system. She requested approval to transfer \$12,102.84 from checking to the money market account to maintain the checking balance at \$75,000.

Motion to approve the transfer of \$12,102.84 from checking to the money market account was made by Supervisor Ellinger and seconded by Supervisor Owen. All voted in favor, and the motion carried.

Treasurer's Report - Approve

The Treasurer presented the report showing current balances and fund allocations.

Motion to approve the Treasurer's Report was made by Supervisor Keiderling and seconded by Supervisor Owen. All voted in favor, and the motion carried.

Report of July Sherburne State Bank Securities Pledge Validation – Review

The Treasurer reviewed the pledge agreement showing current checking, debit, and money market accounts, along with the CD. She confirmed that the difference over the \$250,000 FDIC insurance limit is now being covered by the bank's pledge.

Additional Claims - Approve

The Treasurer reported no additional claims at this time but noted she is working on a review dating back to January, which she hopes to present at the next meeting.

ANNOUNCEMENTS

Chair Felber announced the next board meeting would be held on Wednesday, September 24th at 7:00 PM and reminded everyone about the mattress collection event on September 6th.

ADJOURNMENT

Motion to adjourn was made by Chair Felber and seconded by Supervisor Owen. The motion carried, and the meeting was adjourned.

The August meeting was adjourned at 9:53PM.

Respectfully Submitted,
Shelley Erickson
Orrock Township Clerk

Accepted this **24th day of September, 2025**, by the Orrock Township Board of Supervisors.

Anne Felber, Chairperson

Attest: _____
Town Clerk



Special Meeting
Tuesday, September 16, 2025 – 6:00PM

The Orrock Township Board met in a special session, on Tuesday September 16th, 2025 at Orrock Town Hall, 26401 180th Street NW, Big Lake, MN.

In attendance were Chair Anne Felber, Supervisors: Paul Ellinger, Peter Owen, Clerk Shelley Erickson and the Township Engineer Kevin Krueger and WSB Engineer Evan Cronk. Also, attending were 21 members in the audience.

A quorum was present and the meeting was called to order by Chair Anne Felber at 6:00PM. The Pledge of Allegiance was recited by all present.

APPROVAL OF SPECIAL MEETING AGENDA

Motion to approve was made by Supervisor Ellinger and seconded by Supervisor Owen. The motion carried, and the meeting agenda was approved.

SPECIAL MEETING BUSINESS

West Eagle Lake Road Improvement

Presentation on the general scope and look of the project

Engineer Kevin Krueger presented the general scope of the West Eagle Lake Road Improvement project. The project area includes 232nd Ave from Co. Rd. 75 to the corner at 188th street, and 234th Ave & 188th St NW from Co. Rd. 75 to 232nd Ave.

The project will include several phases:

1. Tree clearing and erosion control installation
2. Pavement reclamation - removing existing pavement and converting to temporary gravel
3. Topsoil stripping
4. Storm sewer installation - including 3 culvert crossings
5. Road building and grading
6. Curb and gutter installation - using B412 curb (4-inch height, 12-inch wide gutter)
7. Fine grading and first lift of pavement
8. Driveway repairs
9. Topsoil replacement and hydroseeding
10. Final lift of pavement

Krueger noted that temporary mailbox banks would be set up during construction, likely at the entrances of the project area. Upon completion, swing-away mailbox posts would be installed for all residents. Residents who wish to keep their existing mailboxes should remove them once construction begins and can reinstall them after new posts are in place.

Regarding tree clearing, some trees might be removed during winter months to protect long-eared bats. The stumps would be removed during the main construction phase.

The road widening plan is to achieve a consistent 22-foot width throughout most of the project area, with the north-south segment of 188th being widened to 20 to 22 feet depending on terrain constraints. Current road widths vary from 16-22 feet.

Q&A session regarding the project

Several questions were raised by residents:

Road Width and Property Impacts:

- A resident asked about property line surveys. Krueger confirmed they had searched for property pins and verified them with county data and plat information.
- Another resident asked about wetland division contacts, expressing concern about previous wetland disturbances. Krueger clarified they wouldn't be impacting any wetlands. Should wetlands be affected they would require state approval.
- Regarding yards, the contractor would typically need 4-8 feet of space from the edge of the road into yards, with areas receiving curb and gutter requiring more space.
- A resident expressed concern about holding tanks located close to the road (less than 10 feet from the current edge). Krueger requested the resident email specific information so they could note it on the plans.

Timeline and Schedule:

- Construction is planned to begin in spring 2026, with the goal of avoiding the Memorial Day to Labor Day timeframe as much as possible.
- The project is estimated to take 5-6 weeks from start to finish for major work, with possible cleanup extending longer.
- The project will be bid in January 2026.
- Construction hours will be 7:00 AM to 9:00 PM, though typical workdays would be 7:00 AM to 6:00 PM.

Specific Area Questions:

- Residents asked about the intersection at Highway 75 and 230th Avenue, noting its non-right angle creates a hazard with speeding vehicles. Krueger agreed to discuss potential improvements with the county.
- Several questions arose about which culverts would be replaced. Krueger clarified three locations: two on the east end of the looped roads and one by County Road 75 on the south road.
- A resident asked about 234th Avenue needing a street sign that had been missing for over a year. This would be addressed.
- Clarification was provided that the point area on the east end of 232nd Avenue would not be included in the project.

Project Management:

- Residents will have access to their properties throughout construction, though there may be temporary delays.
- Garbage collection will continue normally during construction, though there might be occasional difficulties.
- The project will not require additional taxes as it's covered by the township levy.
- Krueger offered to provide project updates through the township website.

Krueger showed maps of the project area indicating the current edge of pavement (red lines), proposed new edge of pavement (green lines), and areas with curb and gutter (blue dotted lines).

ANNOUNCEMENTS

September Board Meeting – Wednesday, Sept. 24th @7PM, Orrock Town Hall

ADJOURNMENT

Motion to adjourn was made by Supervisor Ellinger and seconded by Supervisor Owen. The motion carried, and the meeting was adjourned.

The September Special Meeting was adjourned at 7:03PM.

Respectfully Submitted,
Shelley Erickson
Town of Orrock, Clerk

Accepted this 24th day of September 2025 by the Orrock Township Board of Supervisors.

Anne Felber, Chair

Attest: _____
Shelley Erickson, Town Clerk



AGENDA ITEM

Orrock Town Board

Prepared By: <i>Shelley Erickson , Clerk</i>	Meeting Date: <i>09/24/2025</i>	Regular Agenda Item	Item No. 7A
Item Description: <i>Ann Lake Beach Update</i>	Reviewed By: N/A		
	Reviewed By: Shelley Erickson		

ACTION REQUESTED

Discussion/TBD

BACKGROUND/DISCUSSION

As per our last meeting I spoke with the lawyer about assisting the Ann Lake Improvement Club with insurance and maintenance expenses. He said, the Township does have the ability to provide financial help to the Ann Lake Improvement Club in maintaining the “BEACH” lots in the Ann Lake Beach Plat as the Township owns the property. Further, Section 4 of the Agreement between the Township and the Club for maintenance of the BEACH lots, provides that the Club’s maintenance activities “shall all be performed at the Club’s sole expense *unless otherwise agreed to in writing by the Township.*” This would be a Town Board decision and would not require elector authorization at an Annual Meeting.

As for insurance, there should be insurance on the property, plus a rider for the shed and outhouse. This doesn’t need electorate approval. I will talk to Lisa Utley from MAT and get a quote from her.

**ORROCK TOWNSHIP
SHERBURNE COUNTY
STATE OF MINNESOTA**

PARK USE AGREEMENT

This Use Agreement is made this **24th** day of **February 2016**, by and between Orrock Township, a political subdivision under the laws of the State of Minnesota, Licensor hereinafter referred to as “Township” and Lake Ann Improvement Club, Inc., a Minnesota non-profit organization, hereinafter referred to as the “Club”.

WITNESSETH:

WHEREAS, the Township is the fee owner of the real property commonly known as the “beach” lots in the Ann Lake Beach Plat on file with the Office of the Sherburne County Recorder, hereinafter referred to as the “Subject Property”, on which real property is located an approximately 24 foot by 24 foot shed.

WHEREAS, the Club has historically maintained the Subject Property as outlined below and has used shed for the storage of maintenance equipment and supplies.

WHEREAS, the Club desires that the Township grant it formal permission to use the Subject Property and the subject storage shed for the purposes of continued maintenance of the Subject Property.

WHEREAS, the Town Board is willing to permit such use subject to the terms and conditions stated herein.

NOW, THEREFORE, IT IS HEREBY AND HEREIN MUTUALLY AGREED, in consideration of each party's promises and considerations herein set forth, as follows:

1. Orrock Township is the owner of the real property commonly known as the "BEACH" lots in the Ann Lake Beach Plat on file with the Office of the Sherburne County Recorder on which real property is a approximately 24 foot by 24 foot storage shed.
2. The Club, its successors and assigns, is hereby granted the nonexclusive right to use the Subject Property for maintenance and repair activities for the Subject Property.
3. The Club, its successors and assigns, is hereby granted the exclusive right to use the storage shed located on the Subject Property for maintenance and repair activities for the Subject Property.
4. The Club's maintenance activities on the Subject Property include, but are not limited to, lawn care maintenance, trash pickup, placement of river rock on parking lot and boat ramp and installation and removal of a boat dock for use by the public which shall all be performed at the Club's sole expense unless otherwise agreed to in writing by the Township.
5. The Club agrees to comply with all ordinances and state and federal laws and regulations with regard to the Club's occupation or use of the Subject Property.
6. Notwithstanding the provision of this Agreement to the contrary, either Party may terminate this Agreement by giving ninety days written notice to other party.
7. Notices for the Township shall be sent to 26401 - 180th St. NW, Big Lake, MN 55309. Notices for the Club shall be sent to the following address: Christine Weber, 16561 253rd Avenue NW, Big Lake 55309 or her successor. The Club will provide notice to the Township of any change in the position of Secretary.
8. This Agreement is between the Township and the Club as the only parties and no provision of this Agreement shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.
9. This Agreement represents the full and complete understanding of the Parties and both Parties represent that neither Party is relying on any prior agreements or understandings, whether oral or written. This Agreement shall be modified, if at all, with the signed, written consent of both Parties.
10. The obligations of the Club under this Agreement cannot be assigned to anyone without the express written consent of the Township.

11. The remedies of the Township set forth in this Agreement are not exclusive and the Township may exercise any and all remedies available in law or equity for breach of this Agreement by any of the other parties to this Agreement.
12. 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 principle of conflict of laws. All proceedings related to this Agreement shall be venued in Sherburne County District Court.
13. This Agreement shall be binding upon and extend to the representatives, heirs, successors and assigns of the parties hereto.

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

ORROCK TOWNSHIP

Charles Gotzian, Chairman

Brenda Kimberly-Maas, Clerk

**LAKE ANN IMPROVEMENT CLUB,
INC.**

Patrick O'Hern, President

Christine Weber, Secretary



AGENDA ITEM
Orrock Town Board

Prepared By: Shelley Erickson , Clerk	Meeting Date: 09/24/2025	Regular Agenda Item	Item No. 7B
Item Description: Orrock Cemetery	Reviewed By: N/A		
	Reviewed By: Shelley Erickson		

ACTION REQUESTED
Discussion/TBD

BACKGROUND/DISCUSSION

At the August regular meeting, the Orrock Cemetery Association met with the township board to discuss the possibility of the township’s assistance with maintaining the cemetery now & in the future and helping them to acquire a new sexton. Since then, we have posted this on our website and they have received a few inquiries. Clerk Erickson spoke with the township’s lawyer and he suggested that since the association is still in business and plans to continue, we should only take copies of the records, by-laws, etc., not the originals. And then they could continue to provide us with copies of any future records to keep the township’s files updated.



AGENDA ITEM

Orrock Town Board

Prepared By: Shelley Erickson , Clerk	Meeting Date: 09/24/2025	Regular Agenda Item	Item No. 7C
Item Description: ATV Law Update - Information	Reviewed By: N/A		
	Reviewed By: Shelley Erickson		

BACKGROUND/DISCUSSION

The seat belt requirement with Class 2 ATV, (Minnesota Statute 169.686 Subd 1a), became effective July 1st, 2025. A properly adjusted and fastened seat belt, including both the shoulder and lap belt when the vehicle is so equipped, must be worn by the driver and passengers. This applies to the operator and passengers of a class 2 all-terrain vehicle, when operated on or within the right-of-way of a public road when the all-terrain vehicle is factory equipped with seat belts.

Sergeant Dehn has provided us with an updated “Guidelines for Off-Road Vehicles” and it has been added to our website.

ATTACHMENT

Guidelines for Off-Road Vehicles

GUIDELINES FOR OFF-ROAD VEHICLES IN SHERBURNE COUNTY

SEE MN DNR OFF-HIGHWAY REGULATIONS BOOKLET FOR FURTHER DETAILS

#1 WHAT TYPE OF VEHICLE WILL I BE OPERATING?

Class 1	50 inches wide or less (outside rim to outside rim), at least 3 but no more than 6 tires, dry weight less than 2000 lbs.
Class 1 with steering wheel	50 inches wide or less (outside rim to outside rim), at least 3 but no more than 6 tires, dry weight less than 2000 lbs. Has steering wheel, roll bar, and seat belts.
Class 2	50 - 65 inches wide, at least 3 but no more than 6 tires, dry weight less than 2000 lbs.
OHM	Has 2 wheels with a seat that is straddled and handlebars for steering.
ORV	Class 1 and Class 2 ATV with tracks and any other vehicle capable of cross-country travel.

All recreational vehicles must be registered, even when used on private property.

#2 WHERE CAN I DRIVE?

	Class 1	Class 1, steering wheel	Class 2	OHM & ORV
City Street	Check Local Ordinance	Check Local Ordinance	Check Local Ordinance	Only legal on frozen waters and private property.
Township Rd.	On road	On road	On road	
County Rd.	In ditch**	On road / In ditch**	On road	
State Hwy.	In ditch**	In ditch**	NO	
US Hwy.	In ditch**	In ditch**	NO	

**** = Ditch closed to Class 1 ATV's from April 1-August 1.**

#3 HOW OLD DO I NEED TO BE?

	Class 1	Class 1, steering wheel	Class 2	OHM
Under 10	Only on private property.	Only on private property.	Not allowed	Under age 6 may operate only on private property. Age 6+ OHM Safety Certificate required to operate on frozen waters. Helmet and eye protection required.
Age 10 - 11	Must have ATV Safety Certificate and be accompanied by a parent or legal guardian. No road right-of-way operation. May operate on frozen waters. Engine up to 110cc.	Same as Class 1. Engine up to 170cc.	Not allowed	OHM Safety Certificate and helmet/eye protection required to operate on frozen waters.
Age 12 - 15	Must have an ATV Safety Certificate. May cross roads and operate on frozen waters if accompanied by a person 18 years old or older who has a valid driver's license. May operate in the ditch if accompanied by parent or legal guardian on a separate ATV. Only parent or guardian allowed as a passenger.	Same as Class 1.	Under 15 not allowed to operate. <u>15 year olds</u> must have an ATV Safety Certificate and be accompanied by a legal parent or guardian to operate on road and frozen waters.	OHM Safety Certificate and helmet/eye protection required to operate on frozen waters.
Age 16 - 17	Must have a valid driver's license and ATV Safety Certificate. May operate in the ditch and on frozen waters. May only carry parent or guardian as a passenger.	Must have a valid driver's license and ATV Safety Certificate. May operate in the ditch and on frozen waters. May only carry parent or guardian as a passenger.	Must have a valid driver's license and ATV Safety Certificate to operate on roadway and frozen waters. No passengers.	Helmet and eye protection required to operate on frozen waters.

OTHER LAWS

Anyone born after July 1, 1987 must have an ATV Safety Certificate.
Anyone under the age of 18 must wear a DOT approved helmet.
Class 2 ATV's can only carry the number of passengers for which they are designed & seatbelts are required for all ages if the ATV is equipped.
Lighted headlight, taillight, and working stop light at all times.
GoKarts, Golf Carts, Mini-Trucks, etc. are not considered ATV's and not legal in the right of way unless local ordinance allows.
Follow the most restrictive law or ordinance when operating in municipal areas.



AGENDA ITEM

Orrock Town Board

Prepared By: Shelley Erickson , Clerk	Meeting Date: 09/24/2025	Regular Agenda Item	Item No. 8A
Item Description: 16376 230th Ave NW	Reviewed By: N/A		
	Reviewed By: Shelley Erickson		

ACTION REQUESTED

Discussion/Action

BACKGROUND/DISCUSSION

As per our August meeting the board instructed that the proposed Encroachment Agreement between the property owners of 16376 230th Ave NW, Big Lake, MN 55309 and the Township of Orrock should be rewritten after being reviewed by the township attorney with the changes as noted (removing in section 2 everything from "notwithstanding" up to the last sentence, striking all of paragraph 3, and striking paragraph 9(f))

ATTACHMENTS

Updated Encroachment Agreement
Updated Property Diagram

**ORROCK TOWNSHIP
SHERBURNE COUNTY
STATE OF MINNESOTA**

ENCROACHMENT AGREEMENT

This Agreement is made this _____ day of _____, 2025, between Orrock Township, a political subdivision of the State of Minnesota, (the “Township”), and Shane Ware and Tracy Plautz, husband and wife, (the “Owners”).

RECITALS

WHEREAS, Owners are the fee owners of certain real property located at 16376 230th avenue NW, Big Lake, Minnesota 55309, PID No. 35-00423-0245, which is legally described as Lot 9, Block 2, Plat of SHERBURNE WOODS SECOND ADDITION according to the plat of record on file with the Office of the Sherburne County Recorder, Sherburne County, State of Minnesota (the “Owners’ Property”);

WHEREAS, adjacent to Owners’ Property is public property, namely a Township drainage and utility easement (the “Easement”);

WHEREAS, the Owners desire to maintain an accessory storage unit and portion of the driveway (“Accessory Storage Unit/Driveway”) on the Owners’ Property, which encroach on the Easement as graphically depicted on attached Exhibit A; and

WHEREAS, the Township is willing to permit the continued location of the Accessory Storage Unit/Driveway within the Easement subject to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the foregoing and the mutual covenants herein, the parties agree as follows:

1. PUBLIC PROPERTY. The Owners acknowledge that the Accessory Storage Unit/Driveway currently encroaches on the Easement as graphically depicted on attached Exhibit A.
2. IMPROVEMENTS. Subject to the Township's right to terminate this Agreement as provided elsewhere in this Agreement, the Owners may construct, maintain and re-construct an Accessory Storage Unit/Driveway on the Owners' Property as graphically depicted on attached Exhibit A.
3. MAINTENANCE. The Owners shall perform, as and when necessary, and pay the cost for, such maintenance of the Accessory Storage Unit/Driveway as may be reasonably necessary to maintain the Accessory Storage Unit/Driveway in good and aesthetic condition and repair.
4. INDEMNITY. The Owners shall indemnify, defend and hold the Township and its employees, contractors, agents, representatives, elected and appointed officials, and attorneys harmless from any and all claims, damages, losses, costs and expenses, including attorneys' fees, arising from, based on, or related to the Owners being allowed to continue the encroachment of the Accessory Storage Unit/Driveway on the Easement, including, but not limited to, any claim asserted against the Township as a result of this Agreement, the installation, placement, building, erection, maintenance, occupation or use of the Accessory Storage Unit/Driveway and/or failure of the Owners to maintain the Accessory Storage Unit/Driveway in such a condition as to prevent against injury to persons or property.
5. WAIVER OF CLAIMS. The Owners acknowledge the Township's easement rights and knowingly and voluntarily waive and release any and all claims against the Township arising from, based on, or related to Owners' being permitted to maintain the encroachment of the Accessory Storage Unit/Driveway on the Easement as permitted by this Agreement, including but not limited to claims of abandonment, diminution in value, takings and contractual claims arising out of this Agreement, except any claims which are the result of the negligence or willful misconduct of the Township or its employees or agents. The Owners acknowledge being represented by legal counsel in connection with this Agreement, and that the Owners have read and understand the terms of this Agreement.
6. CONDITION OF EASEMENT. The Owners acknowledge that the Township has made no representations or warranties regarding the condition of the Easement or its suitability for the uses permitted by this Agreement.
7. NO VESTED RIGHTS. This Agreement shall not constitute or be construed as creating or establishing any vested right of the Owners to the Easement or area encroached upon.
9. ADDITIONAL TERMS. Owners hereby agree to the following additional terms and conditions:
 - A. The Accessory Storage Unit/Driveway shall continue to be located on Owners' Property as depicted on attached Exhibit A.

- B. Owners acknowledge and agree that the Accessory Storage Unit/Driveway may be affected by rights that other utilities have within the Easement and that this Agreement does not limit any rights such utilities may have to their respective use of the Easement.
 - C. Owners accept all maintenance responsibility for the Accessory Storage Unit/Driveway and all costs associated with its future removal or replacement.
 - D. Drainage from Owners and all adjacent properties shall at no time be impeded or blocked due to the Accessory Storage Unit/Driveway.
 - E. The construction and maintenance of the Accessory Storage Unit/Driveway shall be in accordance with Township's current standards and ordinances and other applicable laws and/or regulations.
 - F. Owners agree to pay any and all real estate taxes which may be assessed against the real property being licensed hereunder as such real estate taxes become due and payable.
9. **BINDING EFFECT.** Except as hereinafter provided, this Agreement shall run with the land and bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
10. **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions relating to the Accessory Storage Unit/Driveway being located within the Easement and replaces any oral agreements or other negotiations between the parties. No modifications of this Agreement shall be valid until they have been placed in writing and signed by all parties hereto.
12. **RECORDING.** The Owners shall cause this Agreement to be filed for record with the Sherburne County Recorder/Registrar of Title (as applicable) within 30 days of its execution by the Owners and the Township. Evidence of filing shall be provided to the Township.

PROPERTY OWNERS

Shane Ware

Tracy Plautz

ORROCK TOWNSHIP

Anne Felber, Chairperson

Attest:

Shelley Erickson, Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF SHERBURNE)

On this ____ day of _____ 2025, before me, a Notary Public, personally appeared Anne Felber and Shelley Erickson to me personally known, who being each by me duly sworn, did say that they are respectively the Chairperson and Clerk of Orrock Township, that said instrument was signed on behalf of said Township by authority of its Board of Supervisors.

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF SHERBURNE)

On this ____ day of _____ 2025, before me, a Notary Public, personally appeared Shane Ware and Tracy Plautz, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

DRAFTED BY:
Couri & Ruppe, P.L.L.P.
705 Central Avenue East
PO Box 369
St. Michael, MN 66476-0369
Phone: (763) 497-1930

FILE NUMBER: 300381

EXHIBIT

A

DATE: 6/6/2025



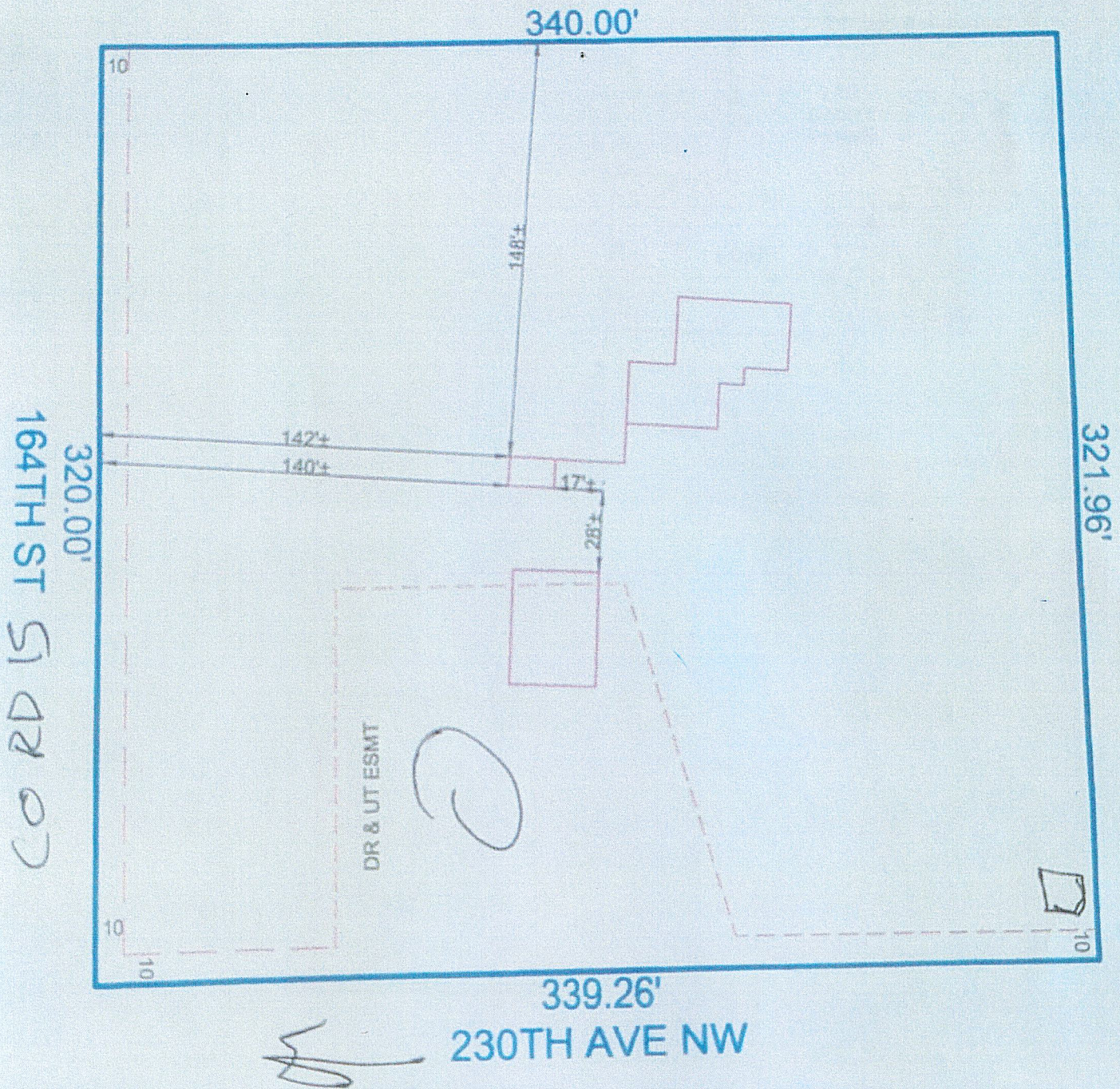
EPIC PROPERTY SERVICES

EPIC PROPERTY SERVICES, INC.

PROPERTY SKETCH

50 Scale

ENCROACHED



16376 230TH AVE NW

ELK RIVER

THIS IS NOT A SURVEY NOR SHOULD THIS BE USED AS A SURVEY TO LOCATE FUTURE IMPROVEMENTS. This drawing is for residential mortgage informational purposes only. The information relating to the property dimensions is based upon the recorded plat or maps in the county records. The improvements location and dimensions shown are approximate and based upon a visual inspection.





AGENDA ITEM

Orrock Town Board

Prepared By: <i>Shelley Erickson , Clerk</i>	Meeting Date: <i>09/24/2025</i>	Regular Agenda Item	Item No. 9A
Item Description: <i>Unmaintained Road – Encroachment Agreement</i>	Reviewed By: N/A		
	Reviewed By: <i>Dalton Keiderling</i>		

ACTION REQUESTED

Discussion/Action

BACKGROUND/DISCUSSION

As per our August meeting minutes, the lawyer has been contacted and an encroachment agreement has been drawn up and given to the board and the Gerard's for review. Approval is required for signatures.

ATTACHMENTS

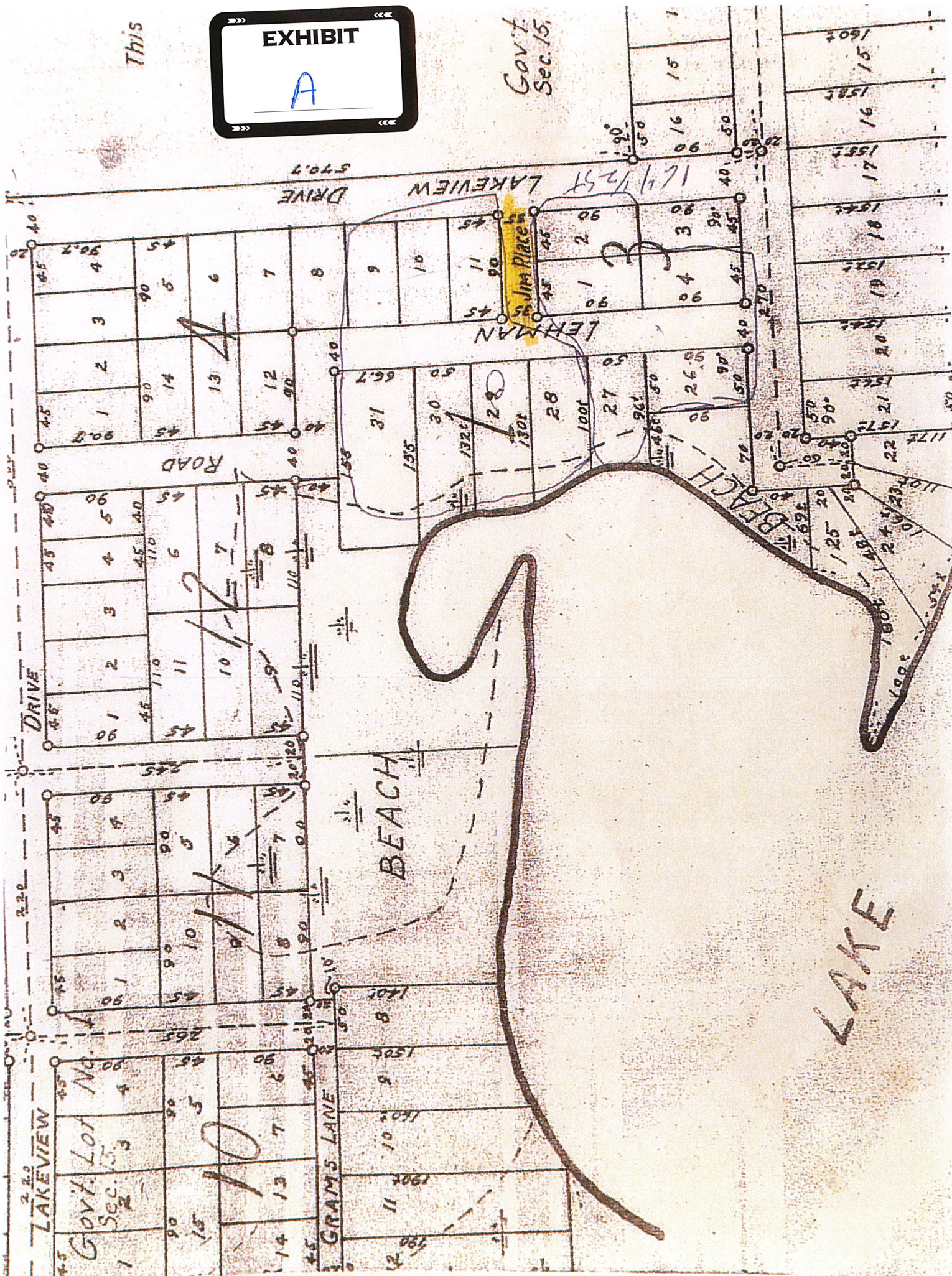
Encroachment Agreement
Property Diagram

This

EXHIBIT

A

Gov't.
Sec. 15.



**ORROCK TOWNSHIP
SHERBURNE COUNTY
STATE OF MINNESOTA**

ENCROACHMENT AGREEMENT

This Agreement is made this _____ day of _____, 2025, between Orrock Township, a political subdivision of the State of Minnesota, (the “Township”), and James Gerard and Susan Gerard, husband and wife, (the “Owners”).

RECITALS

WHEREAS, Owners are the fee owners of certain real property located at 25368 164 ½ Street NW, Big Lake, Minnesota 55309, PID No. 35-00408-0154, which is legally described as Lots 28,29, 30 and 31, Block 1, and Lots 9, 10, 11, Block 4, Plat of ANN LAKE BEACH according to the plat of record on file with the Office of the Sherburne County Recorder, Sherburne County, State of Minnesota (the “Owners’ Property”);

WHEREAS, adjacent to Owners’ Property is public property, namely road right-of-way known as Jim Place as dedicated Plat of ANN LAKE BEACH according to the plat of record on file with the Office of the Sherburne County Recorder, Sherburne County, State of Minnesota (the “Easement”). Said road right-of-way has not yet been accepted by the Township;

WHEREAS, the Owners desire to construct and maintain a bituminous driveway (“Driveway”) on the Owners’ Property, which encroach on the Easement as graphically depicted on attached Exhibit A; and

WHEREAS, the Township is willing to permit the continued location of the Driveway within the Easement subject to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the foregoing and the mutual covenants herein, the parties agree as follows:

1. PUBLIC PROPERTY. The Owners acknowledge that the Driveway currently encroaches on the Easement as graphically depicted on attached Exhibit A.
2. IMPROVEMENTS. Subject to the Township's right to terminate this Agreement as provided elsewhere in this Agreement, the Owners may construct, maintain and re-construct a bituminous Driveway on the Owners' Property as graphically depicted on attached Exhibit A. Notwithstanding anything to the contrary contained in this Agreement, the Township may terminate this Agreement on sixty (60) days written notice to Owners (the "Termination Notice"). Within sixty (60) days of the date of the Termination Notice, the Owners shall remove so much of the Driveway as is necessary to remove the encroachment and shall restore the licensed premises to its original condition and any expense incurred in said removal and restoration shall be the obligation of the Owners. The Owners shall not be permitted to increase the amount or scope of the encroachment.
3. FAILURE TO REMOVE. If Owners fail to timely remove the Driveway within the Easement and restore the licensed premises to its original condition; Orrock Township may remove said Driveway and restore the licensed premises to its original condition and any expense incurred in said removal and restoration shall be the obligation of the Owners. Owners shall pay such costs within thirty (30) days after receipt of a bill for such costs from the Township. Should the Owners fail to pay such costs within thirty (30) days of billing by the Township all unpaid amounts shall accrue interest at the rate of 6% per year. Further, should the Owners fail to pay such bill(s) within thirty (30) days, then the Township may: (1) specially assess or certify such costs against Owners' Property above for any and all costs incurred by the Township either in removing said Driveway or in enforcing any of the terms of this Agreement including attorneys' fees and costs; or (2) take necessary legal action to recover such costs and the Owners agree that the Township shall be entitled to attorney's fees and costs incurred by the Township as a result of such legal action. Should the Township assess Owners' property for said costs, Owners agree not to contest or appeal such certification and/or assessment and waive all statutory rights of appeal under Minnesota Statutes, including Minnesota Statutes Sections 366.012, 429.081 and 429.091 and other applicable statutes.
4. MAINTENANCE. The Owners shall perform, as and when necessary, and pay the cost for, such maintenance of the Driveway as may be reasonably necessary to maintain the Driveway in good and aesthetic condition and repair.
5. INDEMNITY. The Owners shall indemnify, defend and hold the Township and its employees, contractors, agents, representatives, elected and appointed officials, and attorneys harmless from any and all claims, damages, losses, costs and expenses, including attorneys' fees, arising from, based on, or related to the Owners being allowed to continue the encroachment of the Driveway on the Easement, including, but not limited to, any claim asserted against the Township as a result of this Agreement, the installation, placement, building, erection, maintenance, occupation or use of the Driveway and/or failure of the Owners to maintain the Driveway in such a condition as to prevent against injury to persons or property.

6. **WAIVER OF CLAIMS.** The Owners acknowledge the Township's easement rights and knowingly and voluntarily waive and release any and all claims against the Township arising from, based on, or related to Owners' being permitted to maintain the encroachment of the Driveway on the Easement as permitted by this Agreement, including but not limited to claims of abandonment, diminution in value, takings and contractual claims arising out of this Agreement, except any claims which are the result of the negligence or willful misconduct of the Township or its employees or agents. The Owners acknowledge being represented by legal counsel in connection with this Agreement, and that the Owners have read and understand the terms of this Agreement.
7. **CONDITION OF EASEMENT.** The Owners acknowledge that the Township has made no representations or warranties regarding the condition of the Easement or its suitability for the uses permitted by this Agreement.
8. **NO VESTED RIGHTS.** This Agreement shall not constitute or be construed as creating or establishing any vested right of the Owners to the Easement or area encroached upon.
9. **ADDITIONAL TERMS.** Owners hereby agree to the following additional terms and conditions:
 - A. The Driveway shall continue to be located on Owners' Property as depicted on attached Exhibit A.
 - B. Owners acknowledge and agree that the Driveway may be affected by rights that other utilities have within the Easement and that this Agreement does not limit any rights such utilities may have to their respective use of the Easement.
 - C. Owners accept all maintenance responsibility for the Driveway and all costs associated with its future removal or replacement.
 - D. Drainage from Owners and all adjacent properties shall at no time be impeded or blocked due to the Driveway.
 - E. The construction and maintenance of the Driveway shall be in accordance with Township's current standards and ordinances and other applicable laws and/or regulations.
 - F. In addition to removal of the Driveway under paragraph 3 hereof, if, for any reason as determined solely by Township in its sole discretion, Driveway interferes with Township work in the Easement or surrounding area, Owners at Township's request and discretion shall cause the Driveway to be temporarily or permanently removed and costs related thereto, including any cost to remove, replace or repair the Driveway, shall be the responsibility of the Owners.
 - G. Owners agree to pay any and all real estate taxes which may be assessed against the real property being licensed hereunder as such real estate taxes become due and payable.

- H. Owners acknowledge and agree that the Township's execution of this Encroachment Agreement shall not act as an acceptance of Jim Place road right-of-way as a Township road.
10. **BINDING EFFECT.** Except as hereinafter provided, this Agreement shall run with the land and bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
11. **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions relating to the Driveway being located within the Easement and replaces any oral agreements or other negotiations between the parties. No modifications of this Agreement shall be valid until they have been placed in writing and signed by all parties hereto.
12. **RECORDING.** The Owners shall cause this Agreement to be filed for record with the Sherburne County Recorder/Registrar of Title (as applicable) within 30 days of its execution by the Owners and the Township. Evidence of filing shall be provided to the Township.

PROPERTY OWNERS

James Gerard

Susan Gerard

ORROCK TOWNSHIP

Anne Felber, Chairperson

Attest:

Shelley Erickson, Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF SHERBURNE)

On this ____ day of _____ 2025, before me, a Notary Public, personally appeared Anne Felber and Shelley Erickson to me personally known, who being each by me duly sworn, did say that they are respectively the Chairperson and Clerk of Orrock Township, that said instrument was signed on behalf of said Township by authority of its Board of Supervisors.

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF SHERBURNE)

On this ____ day of _____ 2025, before me, a Notary Public, personally appeared James Gerard and Susan Gerard, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

DRAFTED BY:
Couri & Ruppe, P.L.L.P.
705 Central Avenue East
PO Box 369
St. Michael, MN 66476-0369
Phone: (763) 497-1930



AGENDA ITEM

Orrock Town Board

Prepared By: <i>Shelley Erickson , Clerk</i>	Meeting Date: <i>09/24/2025</i>	Regular Agenda Item	Item No. 9C-D
Item Description: <i>243rd Sink Hole Quote, Road & Signs Report</i>	Reviewed By: <i>N/A</i>		
	Reviewed By: <i>Peter Owen</i>		

ACTION REQUESTED

Discussion

BACKGROUND/DISCUSSION

Supervisor Owen will give an updated report on the sink hole on 243rd, and a report on signs and roads.





630 Proctor Ave. NW
Elk River, MN 55330
(763) 441-2383
(800) 637-4117
Fax (763) 441-1688
BeaudryOil.com

2025-2026 PROPANE PRE-BUY CONTRACT

ACCOUNT #: 52630166
ORROCK TOWNSHIP
26401 180TH ST NW
BIG LAKE, MN 55309

Credit on Account (as of 7/31/25): \$-198.86
Gallons Delivered (7/1/24 to 6/30/25): 336

Beaudry Oil & Propane is pleased to offer you the opportunity to pre-buy your propane at a fixed price for the 2025-2026 heating season. If you would like to participate in our Pre-Buy Program, please fill out, sign, and return this contract with your payment by **September 15, 2025**.

Choose Payment Method:

☐ Cash/Check

Price per Gallon: \$1.749 (A)
I want to purchase: _____ (B) Gallons
400 gallon minimum
Pre-Buy Amount: \$ _____ (C) Line A x B
Credit on Account: \$ -198.86 (D)
Total Amount Due: \$ _____ (E) Subtract Line D from C
Check Number: _____

☐ Credit/Debit Card

Price per Gallon: \$1.799 (A)
I want to purchase: _____ (B) Gallons
400 gallon minimum
Pre-Buy Amount: \$ _____ (C) Line A x B
Credit on Account: \$ -198.86 (D)
Total Amount Due: \$ _____ (E) Subtract Line D from C
Card Type: Visa / MasterCard / Discover / American Express
Card Number: _____ Exp. Date: ____/____
Security Code: _____

Terms and Conditions:

- This contract expires on April 15, 2026. No gallons will be delivered at the Pre-Buy Contract price after April 15, 2026.
- Any Pre-Buy gallons remaining on your account as of April 15, 2026, will be converted to a dollar amount credit on your account that may be used for future deliveries or for the next Pre-Buy Program.
- Pre-Buy gallons will be delivered first and any propane delivered in excess of your Pre-Buy gallons will be billed at the regular route price at the time of delivery.
- When ordering propane, there is a minimum gallon delivery requirement.
- This is a fixed price contract and the price per gallon will not change with the markets should they increase or decrease, subject to the occurrence of any of the circumstances described below. Also, any service fees or charges, including leak tests and emergency deliveries, will be billed and due at the time of delivery or service.
- Sales tax, if applicable, will be billed at the time of delivery and due within 30 days of the delivery date.
- Beaudry Oil & Propane will not be responsible for failing to fulfill this contract in the event of circumstances beyond Beaudry Oil & Propane's control, including without limitation, the failure of its suppliers to honor supply requirements, supply disruption and/or unavailability, strikes, work stoppages, acts of God, governmental restrictions, enemy action, acts of terrorism, civil commotion, storm, fire, or other casualty. There will be no delivery charge, except: (i) for emergency deliveries, and (ii) in the event of any circumstances described in the preceding sentence, Beaudry Oil & Propane may add without notice delivery and/or service charges.
- This is not an Automatic Delivery (Keep-fill) Agreement.

X _____
Signature Date Phone Number Email

All terms and conditions are as indicated and agreed upon with your signature above. This contract must be signed and returned with full payment of purchase to be valid.

You are a valued customer and we appreciate your business!

SHERBURNE NATIONAL WILDLIFE REFUGE

WILDLIFE FESTIVAL

30TH ANNUAL

A FREE, family friendly event celebrating wildlife!

**SATURDAY
SEPTEMBER 27**

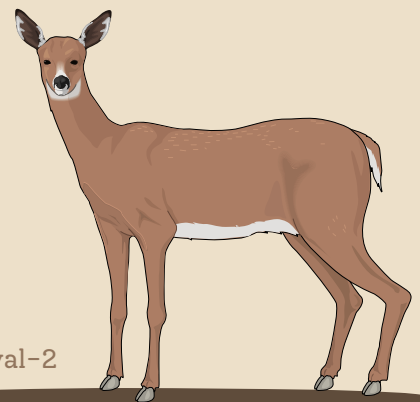
10 AM to 2 PM | Oak Savanna
Learning
Center
16797 289th Ave NW
Zimmerman, MN

**LIVE ANIMALS, &
REFUGE K9 DEMO, &
MORE THAN 25 FUN
BOOTHS & ACTIVITIES**



<https://www.fws.gov/event/wildlife-festival-2>

Scan
for
more
details



**NATIONAL
WILDLIFE
REFUGE SYSTEM**



The U.S. Fish and Wildlife Service is committed to providing access to these events for all participants. Please direct all requests for special accommodation to Refuge Headquarters: 763-389-3323, sherburne@fws.gov, or TTY 800-877-8339 at least two weeks prior to the event.