

Pursuant to due call and notice there of the Southside Township Board of Supervisors met for the regular meeting on Tuesday, August 1, 2023, at 7:00 p.m. at Southside town hall. The following members were present: Chairman Jim Hallstrom, Supervisor Marty Ferguson, Supervisor Dan Berg and Clerk/Treasurer Carmen Merrill. Also present: Warren Weller, Wayne Gangl, Kelly Weller, Tammie Grupman, Joleen Pierce, Mark Hayden, Jeff Hunt, Dustin Pierce, Pam Matheson, Karl Nordberg, Kay Nordberg, John Pomerleau, Steve Hoiem, Scott Kirby, Kent Davidson, Paul Otto, Randal Wylen.

Chairman Hallstrom called the meeting to order and led the Pledge of Allegiance. No one was present for the open forum.

Chairman Hallstrom informed the Board the 61st St Road vacation is currently on hold until Mike Couri, township attorney, can get a survey.

Chairman Hallstrom stated he was at the site visit for the Arbor Creek Holdings land alteration request. Wright County Board set up the site visit last week. He shared his thoughts regarding the requested alteration to the bluff:

1. At the initial meetings regarding the platting of Hannahs Landing it was indicated that the homes would be built at the top of the bluff. I do not recall any mention of the potential for a conditional use permit to alter the bluff area to allow building closer to the lake.
2. It is my opinion that approval of this conditional use permit would set a precedent for similar requests for the adjacent lots. I recognize that each request must be considered based on the conditions present on the lot. However further alterations to the bluff similar to this request would destabilize the bluff.
3. The Minnesota Department of Natural Resources does not support this project as proposed based of Minnesota statute and Wright County Shoreland Ordinance stated in a letter dated July 23, 2023, from DNR Hydrologist James Bedell. This is due to significant tree and shrub removal which could raise the potential for destabilizing the bluff.
4. On a personal note I have farmed land in the immediate area of this property for 17 years. Added to that there is a large gravel pit north of the subject property. The soil is granular and subject to washing out from rain and snow melt. It is my opinion that disturbing and deforest the bluff raises the potential for erosion which would further negatively impact the integrity of the bluff.

Supervisor Berg stated he has concerns about the excavation of the driveway and bluff area. He knows they plan to address the erosion but the grade is so steep.

Paul Otto stated he and the property owner are discussing changing the driveway grade to 10%, cutting the width and installing retaining walls. The Client would replace any trees taken out during construction. Their desire is to see the lake from their home. They also believe with the reduction in the size of the driveway the actual soil needed to make the house pad would be approximately 4,000 yards and would come from the driveway. They are also talking about curbs and gutters.

Chairman Hallstrom stated 10% is steep and he's afraid the bluff would turn into a mess.

The developer stated they couldn't get approval to build on the lake because it would have taken too long. The 6 lots are spread over 45 acres and the new property owners will want to protect the lake.

Chairman Ferguson stated he's all about property rights but 16,000 yards of soil is too much. If you cut it down to 4,000 that would be better. He would like to see a whole new proposal. H believes the DNR and the County would be happier. And the Board needs to see what they're planning before they can approve.

Chairman Hallstrom made a motion to deny the conditional use permit as currently proposed due to the disturbance of the bluff and the volume of soil proposed. Supervisor Ferguson seconded the motion. Motion carried.

Dustin & Joleen Pierce, 7099 Rosewood Ave NW were present to discuss the letter they received regarding an ordinance violation. They advised the Board they moved the trailer as asked but would like to keep the empty trailers next to the garage. If they move them to the back of the lot it would be next to the lake and be in their line of sight. The Board was fine with keeping the trailers next to the garage because they're neat and mowed. Dustin and Joleen stated the boats are stored off the property during the off season.

Jeff Hunt, 13886 101st ST NW, was present to ask for a variance for his new house. He was present in June and was granted the request for a home and holding tank. When he got to Wright County they stated he had to put in a full septic system on the lot. Since the lot is non-conforming due to its size it required quite a bit of planning to get it done. The proposed location of the new house is 12.8' from the road edge and entirely in the 65' road set back. It is also 79' from the OHW of the lake. Jeff stated the easement that the watershed district had on this property is cleared and he will have a letter stating that next week. The neighbor also has an easement on the property and still does but the easement is 13' rather than across the whole lot as previous. They are currently disputing the location of the new home and presented a letter to the Board from their attorney. Chairman Hallstrom would prefer to see the easement issue settled before acting on this. Wayne Gangl is the neighbor and he is very concerned about the house in the road set back because it's hard to move snow and take care of the roads. Chairman Hallstrom made a motion to table action on the request until the easement issue is settled. Supervisor Ferguson seconded the motion. Motion carried.

Pamela Matheson, 16083 62nd St NW, was present to get approval for a change to a previously approved variance for a new garage. Her builder told her they should angle the garage to the shape of the property and shorten it up so she has access to her rear yard with a vehicle. The previous garage was 32x32 and was 14.7' from the property line and 35' from the centerline of the road. The new request for the garage is 32x30 and 10' from the property line and 30' from the centerline of the road. Supervisor Ferguson made a motion to approve the request for a 32x30 garage 10' from the property line and 30' from the centerline of the road due to the desire of the property owner to allow space along the side of the garage to access the lakeshore area. Supervisor Berg seconded the motion. Motion carried.

Chairman Hallstrom presented the Joint Powers agreement with Wright County regarding the enforcement and regulation of cannabis. Wright County plans to place a moratorium on cannabis sales until the State of Minnesota figures everything out. Wright County Association of Townships Board recommended entering into the agreement.

Supervisor Berg made a motion to approve the Joint Powers Agreement Between the County of Wright and Southside Township for the Enforcement and Regulation of Cannabis.

**JOINT POWERS AGREEMENT BETWEEN THE
COUNTY OF WRIGHT AND SOUTHSIDE TOWNSHIP
FOR THE ENFORCEMENT AND REGULATION OF CANNABIS**

This agreement is made between the County of Wright and Southside Township for administration and regulation of cannabis as regulated under Minnesota Chapter 342 and the rules and regulations promulgated thereunder.

This agreement is authorized by Minnesota Statutes § 342.22, subdivision 1 and Minn. Stat. § 471.59.

The County of Wright and Southside Township agree that:

1. The County of Wright will act in place of Southside Township as the local government unit for the regulation and enforcement of cannabis under Minnesota Chapter 342 and any rules or regulations adopted under Minnesota Chapter 342 by the State of Minnesota or the Office of Cannabis Management.
2. The County of Wright is authorized to adopt, administer, and enforce within the jurisdictional limits of Southside Township any ordinances, laws, regulations, or registration requirements concerning cannabis including, but not limited to, the adoption of a moratorium.
3. The County of Wright is authorized and has the consent of the Southside Township to register and enforce all registration requirements under Minnesota Statute §342.22. Any fees or penalties collected for registration and enforcement will remain entirely with the County of Wright. The parties will retain any Local Government Cannabis Aid allocated to them by the State of Minnesota.
4. The County of Wright will annually provide sufficient funding for the administration, enforcement and registration of the possession, sale and use of cannabis within the jurisdiction limits of Southside Township. Source of funds shall be through State grant funds, County cannabis aid funds, general revenue funds and the collection of fees and penalties as established by the County of Wright.
5. Southside Township shall retain all authority granted to it under Minnesota Chapter 462.
6. Any ordinance adopted by the County of Wright with regards to cannabis shall be construed to supersede any local municipal regulation or ordinance to the extent the local municipal regulation is less restrictive. Where the conditions imposed by any ordinance provision are either more restrictive or less restrictive than comparable conditions imposed by any other law, ordinance, statute, resolution or regulation of any kind, the regulations which are more restrictive, or which impose higher standards or requirements shall prevail.

7. The parties to this agreement will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data. The County of Wright shall maintain all records, accounts and reports for the regulation and registration of cannabis.
8. The County of Wright shall account for any funds and the County of Wright shall provide a report of all receipts and disbursements upon request. If any surplus property or funds are obtained through this joint powers agreement they shall be distributed to the County of Wright in the event this agreement is terminated.
9. Wright County shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. Southside Township shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. No employee of Wright County shall become an employee of Southside Township, and no employee of Southside Township shall become an employee of Wright County, by virtue of this agreement.
10. All responsibilities not specifically set out to be jointly exercised by the Parties under this Agreement are hereby reserved to the Parties individually. Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide services.
11. Indemnification and Hold Harmless:

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

This agreement may be amended by mutual agreement of the County of Wright and Southside Township by resolutions of their respective boards.

This agreement shall become effective upon signature of all duly authorized signatures and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party.

Supervisor Ferguson seconded the motion. Motion carried.

Jeremey Kaskinen brought up concerns regarding the railroad crossing on 90th St NW. The lane is very narrow and he witnessed several vehicles falling off the payment and getting damage to their tires and

vehicles. Chairman Hallstrom will contact Representative Emmer regarding the crossing. He has called the railroad several times and is not getting calls back.

The following bills were approved as presented:

Check #	Date	Payee	Cash Account	Amount
ach1	8/1/23	Waste Management	100-10100	3,659.39
7847	8/1/23	Cokato Janitorial LLC	100-10100	113.98
7848	8/1/23	Earl F. Andersen, Inc.	100-10100	93.36
7849	8/1/23	Reinhardt Maurer	100-10100	240.50
7850	8/1/23	Meeker Cooperative Light & Power Assoc	100-10100	48.00
7851	8/1/23	Norgren Tree Service	100-10100	1,200.00
7852	8/1/23	Wright Hennepin Electric	100-10100	48.62
7853	8/1/23	WSB & Associates	100-10100	940.00
7854	8/1/23	Carmen M. Merrill	100-10100	1,049.60
7855	8/1/23	James Hallstrom	100-10100	178.35
somper000711105	8/1/23	Public Employees Retirement Association	100-10100	182.00
7856	8/1/23	Hendricks Sand & Gravel	100-10100	6,380.00
7857	8/1/23	Postmaster	100-10100	66.00
7858	8/1/23	Eric M. Ferguson	100-10100	184.70
7859	8/1/23	Dan Berg	100-10100	316.83
online ach	8/4/23	Google LLC	100-10100	6.00
Total				<u>14,707.33</u>

The meeting was adjourned at 8:25 p.m.