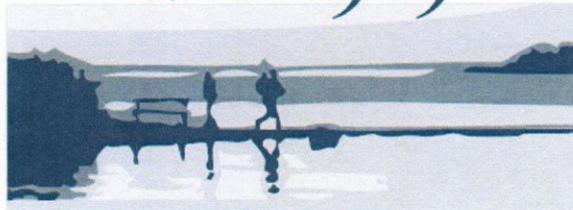


Chairman Jim Kelley
20387 Field Crest Road
Grand Rapids, MN 55744
Phone 218-327-0317

Supervisor Dennis Kortekaas 326-1882
Supervisor Mike Schack 340-8852
Supervisor Ken Haubrich 327-1351
Supervisor Peggy Clayton 326-1551
Treasurer Becky Adams 259-1192
Clerk Cari Ann Alleman 244-1811
harristownshipclerk@gmail.com

Harris Township

SINCE 1909



NEIGHBORS, SHORES & MORE

Mission Statement:

The Harris Town Board strives to enhance the quality of life, protect the environment, and maintain economic stability for the residents of their community.

www.harristownshipmn.org

REGULAR MEETING August 9, 2017 at 7:30pm AGENDA

1. **Pledge to the flag**, followed by the reading of the township mission statement
2. **Consider approval of Minutes** –minutes from July 11 Work Session, July 12 regular meeting, July 20 Work Session, July 26 P & D meeting.
3. **Business from the floor**
 - John Adams
4. **Consent Agenda**
 - Cemetery Deed for Patty Gould St Aubin
 - Cemetery Deed for Stephen Arbour
 - Cemetery Deed for Norman Erickson
5. **Roads**
 - Wood tick Culvert update from Glen
 - Road signs
 - Mowing/Brushing update
 - Mishawaka Road speed limit sign
 - Zoning changes update
 - Crack filling update
 - Lake view trail
6. **Recreation**
 - Grass Head cutter
 - Vandalism at Crystal Park
7. **Correspondence**
 - Board Action items:
 - Noteworthy items:
 - Non-action items
8. **Old Business**
 - Fiscal Audit is done

- Security at the Service center and cemetery (Cars going through)
- Door at town hall
- Internet speed

9. New Business

- 2020 census

10. Treasurer’s Report – dated Aug 9, 2017 (of July 2017 financials)

11. Approve payment of bills for July, 2017

12. Public Input (*please limit comments to 5 minutes*)

13. UPCOMING Events / Meetings

Mon Aug. 14 Itasca County Township Association..... 7:00 pm Blandin Foundation
 Wed Aug. 9 Regular Meeting..... 7:30pm Harris Town Hall
 Wed Aug 23 Planning and Development meeting..... 7:30 pm Harris Town Hall

14. Adjourn

Road Brushing Inspections

Priorities

Schmidt Road
Pine Crest
Sunny Beach Road
Romans Road
Alicia Place
Metzenhuber Road

No Brushing needed at this time:

Sunny Beach Addition: No ROW
Bayview Place
Westleyan Drive

The top six will have brushing and some tree removal done by the maintenance crew.

Sending for bids:

Wendigo Park Circle: tree limbs removed, birch trees removed, pine on both sides of the road need to be cleaned and some removed, pines need to be removed by # 18717, trees by stop sign need to be removed
Alicia Place: trees
Wendigo Park Road: pines (to be removed by #18771 and #29304)
Nancy Drive: stumps
Underwood Road: Trees and stumps

ROAD/BRUSHING INSPECTIONS

JULY 11, 2017

7:00 PM – 8:30 PM

PRESENT: SUPERVISORS: KELLEY, CLAYTON, HAUBRICH, KORTEKAAS, AND SCHACK

- ② PINE CREST
 - brushing needed in ditches
 - Limbs need to be trimmed
 - maintenance can take care of brushing, etc.

- UNDERWOOD
 - brushing needed in ditches
 - take ROW on back slope
 - trees need to come down and stumps removed by #28688
 - remove dead trees by #28553

- WESLEYAN DR. - looks good; continue to mow

- WENDIGO PARK CIRCLE
 - *getting bid* could use some tree limbs removed
 - birch trees need to be removed
 - a lot of pine trees on both sides of road need to be cleaned up and some removed
 - pines need to be removed by #18717
 - trees by stop sign need to be removed

- ⑤ ALICIA PLACE
 - remove trees by #28911
 - brushing and chipping needed by #28543 *get Bid out maintenance*

- WENDIGO PK ROAD
 - pines need to be removed by #18771
 - pines need to be removed by #29304

- SUNNY BEACH ADDITION - no ROW

- ③ SUNNY BEACH ROAD
 - branches need to be removed by #28413
 - clean up by the stop sign by Breezy Lane

- ④ ROMANS RD - branches need trimming by the park

- WENDIGO RD/
NANCY DRIVE - stumps (from trees recently cut) need to be removed

- ⑥ METZENHUBER ROAD
 - tree branches need to be trimmed/cut
 - possibility of culvert needed/rip-rap/trench

to get Bid:
Wendigo Park circle
Alicia Place trees
Wendigo by park rd.
Nancy Dr. Stumps
Underwood trees
& Stumps

*Maintenance possible
Wendigo depends
on Bid*

REGULAR MEETING

July 12, 2017 at 7:30pm

Minutes

Present were: Supervisors Kelley, Schack, Haubrich, Clayton, Kortekaas, Clerk Alleman, Treasurer Adams, and residents.

1. **Pledge to the flag**, followed by the reading of the township mission statement

Additions to the agenda: Mishawaka Road brushing, also Lake View Drive for gravel, emails from Rich Libby, Flayer knives (mower)

2. **Consider approval of Minutes** –minutes from June 13 Work Session, June 14 regular meeting, June 28 P & D meeting. Minutes from an emergency meeting to inspect and repair Sunny Beach Road July 5. Need to change the regular meeting minutes to reflect Schack voted “no” to proceed with the iPad. Motion to approve the minutes with the correction made by Supervisor Kortekaas seconded by Supervisor Haubrich passed by all.

2. **Business from the floor**

- a. Olson Variance they got the variance to give them a little more room. County approved the variance.

4. **Consent Agenda**

- Resolution 2017-009- Comprehensive Plan will be P & D meeting.
- Collaborative Opportunities Meeting Minutes
- Letter to approve Zoning and Rezoning meet with Dan Swenson will go out to all the residents who will be affected by the comp plan. Two center ones)
- Finding of Facts for the Comprehensive Plan

Motion to approve consent agenda made by Supervisor Kortekaas seconded by Supervisor Clayton, passed by all.

5. **Roads**

- Wood tick Culvert- slight sink hole at the wood tick culvert. The maintenance crew has gone out and inspected it multiple times, one day it was sinking they packed it with class five. S.E.H. is moving forward with the DNR, having an issue there, hopefully they will be able to speed things along. Glen talked to the CORP of Engineers, when the lake is at the lowest in November, that would be a good month to go with and try to get it done, we will shoot for November of this year. S.E.H is moving forward to get this done. Thank you to the resident who called 911 and directed traffic when the sink hole happened.
- Casper Landing- talked to George (?) who has some rocks, and would be willing to donate for the landing, now to coordinate to get them there.
- Brushing- phone call from a resident who lives on Mishawaka Shores, the grass is so high coming up to the 169 stop sign that she can't walk the road as the grass comes on to it. She has to pull out so far on the highway to see as the grass is high. She is asking to see if it can be cut back a little further. The maintenance crew will be going out and mowing more, the 8 feet come into play and if it's a safety hazard, we will see if we can mow more.
- Had a work session (7/11/17) last night to do more brushing this fall. Do we want to have a work session on it to come up with a game plan? Some need to be contracted out and our crew could do more of the work. We will set a work session to come up with the priority list. We have about a dozen roads on the list.
- Mishawaka Road speed limit sign- 40 vs 30 MPH instructed the guys to change the sign, the whole road will be 30 MPH.
- Lake view drive- contractor to put gravel and recycle on the road at the bottom of the hill. Reclaim on the southern end to 4 inches and them go to 6 inches and then go to 4 inches

in the cudusack. We could eliminate on that end for the cudusack. We have one quote, if we want, we can get another quote to gravel the road. Motion to award the graveling of the road made by Supervisor Kortekaas seconded by Supervisor Schack in the amount of \$8987.00. Discussion: are we going to cut off the north end or just do it? Just do it... If we are going to do it just do it all and do it right. Passed by all.

6. Recreation

- Boat landings-swimming – Had a call from a resident about swimming at Mishawka landing, we have no swimming signs at all of the landings. Please no swimming at any landings.
- Vandalism at Crystal Park – While doing inspections of the parks, everything looked fine until the supervisor looked closer. The warming shack was full of graffiti, fireworks were there along with an empty cigarette carton, the sheriff was called and a report was made. It is documented with the Sherriff department. Is here a lot of work that needs to be done on the warming shack? Do we need to be turned into the insurance? It's on the wood siding on the back of the building. Once it's turned into the insurance company, we can see about what needs to be replaced. We will have to replace the sign on the door. We need to get the pictures to the treasurer, she will get it turned into our insurance.

7. Correspondence

- Board Action items:
- Noteworthy items: Two emails from Rich Libby commending putting rocks at Casper landing. Pokegama Lake association meeting at Saturday at 9 am, only 2 can go since we don't have 5 days to post. Supervisor Haubrich could go. If Supervisors Kelley or Supervisor Schack can go they will communicate so both are not there.

Non-action items

8. Old Business

- Shred It Quote contacted Charlie from the company, one time pick up service and that covers 300 lbs of shredding, 100 % done on sight, is \$87.00. They will come here, shred it and we have to sign off on it that it is done. As far as the information is handled it needs to follow the right steps. Did tell him that we will discuss it and will be contacting him after the meeting. If this is something we want to move forward with than we need to get together and make sure that we want to get everything ready to shred. The quote should be good 6 months down the road. He works in the city of Grand Rapids and will not be far to pick up the shredding. All paper chards will not be more than 5/8 inches. Motion to table to the October regular meeting made by Supervisor Haubrich seconded by Supervisor Schack, passed by all.
- Internet Speed- will be for the P & D meeting
- Fiscal Audit is done – Table until the P & D meeting, Treasurer will look through and have any questions please let her know so we can get them answered for them. Will get the highlights of the audit.
- Speed Limit Stoney Point Road – our jurisdiction the speed limit on Crystal road is 30 MPH, we have to go to MNdot to do a study. We can't do anything as a board just right off the bat, we have to go through MNdot to have it done. Do we want to spend the money have MNdot up here to do a study. If we wanted to post it as 30 mph, the resident wanted the speed limit lowered. The crystal loop is 20 mph, so that would make Stoney Point 20 mph, there are not any signs on Stoney Point. WE could put one up at the entrance to the road, as to what the speed limit is. Motion to put up a 20 mph sign on the entrance to Stoney Point Road made by Supervisor Kortekaas seconded by Supervisor Clayton passed by all.
- Firewise update- one person sent in paperwork to Supervisor Schack and guessed at what they want to do. Look at your driveway to see what you can be doing. The brushing and branches hitting his truck should be 12 foot wide and 45 foot high clearance. Keep the brush away and would like those who would like to participate, please contact Supervisor Schack at **340-8825**.

- Security at the Service center and cemetery (Cars going through) nothing to report and research, table to Regular meeting.

9. New Business

- CTAS Computer Accounting Program (Clerk) Sent out the information to all the supervisors. The program is for both the clerk and treasurer, though both do not have to use the program. Whatever is the latest version is now and if this is something do we want to do. Ask what townships use and what they do it for the day to day stuff, memory and space are an issue. The front end is heavy in the setting up of the accounts, State Auditor's office has IT to help with anything. Give 3 months to get the information and give it to the supervisors, October P& D Motion to table until the October P & D made by Supervisor Haubrich seconded by Supervisor Clayton passed by all.
- Supervisor Responsibilities With the open meeting law it makes it hard to do anything between meetings, we would like to set a work session to see what the process will be. Set up a work session to go over procedures, Thursday the 20th, 7 pm. Motion to set the work session at the town hall on July 20th at 7 pm for brushing priorities and procedures in between meetings made by Supervisor Kelley seconded by Supervisor Kortekaas passed by all.
- Talked to diamond mower what we have been using to cut along the roads, is not meant to cut grass it's meant to cut brush. Suggested changing the knives, they are \$8.79 a piece for the bladed, and \$8.49 each of the bolts, and there are 48 of them. You can get a kit for all of it for \$800. Kit would be \$801.12 for everything. Is there a better mower? The rotary mower looks similar to this, for brushing it would be the bottom side of the ditch. Unless you want to switch out the heads, to a grass cutter. Look into getting the grass head. Motion to look into the head to cut the grass, table until the P & D Knives need to be replaces would be \$801.12. Motion table to look into the brush head and purchase the blades made by Supervisor Kortekaas seconded by Supervisor Haubrich passed by all. Supervisor Haubrich will check to see the price for the new head

10. Treasurer's Report – dated July 12, 2017 (of June 2017 financials) – June 1-30 audit is done, we don't have anything else, that road and bride fund will be adjusted, this is half way through the year, and July is when we receive the apportionment check. We need to do budget to actuals but the auditor has the first three months of this year yet, hopefully by the August regular meeting we can have budget to actuals. Motion to approve the treasurer report made by Supervisor Kortekaas seconded by Supervisor Clayton, second half of apportionment check did come. Passes by all.

11. Approve payment of bills for June, 2017 one of the changes wages are gross, we don't put the net on the bill list, total number of net for all everyone is the total for all the wages. Big one is Hawkinson Construction is ready to go, half of the fire contract is also due in July. Motion to pay bills made by Supervisor Kortekaas seconded by Supervisor Haubrich Discussion: does it still work with the way we are currently doing it? Yes they all get to see the claim forms. Passed by all. Motion to sign check numbers 17582-17610 made by Supervisor Clayton seconded by Supervisor Haubrich in the amount of, \$396746.66, passed by all.

12. Public Input (*please limit comments to 5 minutes*) Myers, her brother makes those kind of mowers and we have the wrong one. Had a bid on it from a guy in Black Berry for \$3000, she doesn't feel like we should have to find work for our guys to do, we need to do it better.

13. UPCOMING Events / Meetings

Wed July 26 Planning and Development meeting.....	7:30 pm Harris Town Hall
Mon Aug. 14 Itasca County Township Association.....	7:00 pm Blandin Foundation
Wed Aug. 9 Regular Meeting.....	7:30pm Harris Town Hall
Wed Aug 23 Planning and Development meeting.....	7:30 pm Harris Town Hall

14. Adjourn Motion to adjourn made by Supervisor Kortekaas seconded by Supervisor Haubrich passed by all.

Work Session July 20, 2017 at 7:00pm Minutes

Called to meeting 7:20 pm, present: Supervisors Kelley, Clayton, Schack, Haubrich, Kortekaas, Clerk Alleman, and Dan Butterfield

1. Pledge to the flag, followed by the reading of the township mission statement

- Brushing will be done at another meeting. There is a list, Schmidt Road as the first priority, table the brushing to another work session and combine it with it another subject. The end of August we are done mowing, the state mows all year long, Supervisor Haubrich will review the policy to see when we can mow. Motion to hold off on the brushing made by Supervisor Haubrich seconded by Supervisor Schack. Discussion: each supervisor come with the priorities they think, it will make the meeting go faster. We don't need the homeowner's permission to do brushing, only to remove the trees 6 inch in diameter and one foot high. We can put the brushing with something else, roads should be done and update our 5 year road plan. We can combine the two subjects. We have things that need to be done. Supervisor Schack found the list of priorities for the brushing in his folder. Motion to rescind the original motion to combine it with another work session made by Supervisor Clayton seconded by Supervisor Haubrich passed by all. Conversation as follows: since it is in bold Schmidt Road is a priority and maintenance crew can do all the work on that road. Some of the roads are off the right of way. All the roads that we do we should bring to the county to, make sure we do the right of way. If it is not platted it is what we use and we can do this.
- Metznerhuber Road- maintenance crew can do this road. It's on it by the swamp on the curve going around the bend.
- Pine crest-can be done, maintenance crew can do that one.
- Westeyn needs nothing.
- Wendigo Park Circle, is going to be a big job and how much do we want the maintenance crew to do and how much do we want to contract out. Have the maintenance crew do the brushing and have a bid from Plackner to do it all and one for doing the trees. Would like to see how much of the work the maintenance crew can do. They can do most of the work. We can have them do the tree work and have them haul it in the truck. It would be hard with our equipment. The maintenance crew can do the brushing and cutting of the trees, we can have it lay it along the roads and have someone else come and pick it up. This is the first time they have done most of this. The trimming and mower the crew can do and the bigger stuff we are looking at a work comp situation. Get quote on Wendigo Park Circle.
- Get quotes for stumps on the Nancy drive and Underwood Road. Are we going to be dealing with stumps if Plackner takes out the trees? We can get a quote on stump removal after Plackner is there. We can look after the trees are out.
- Nancy Drive- the trees are very obvious, those needs to be removed.
- Underwood Road-needs to be taken care of, on the east and west sides of the road. A couple of the trees in the ROW. The grass was mowed on both sides of the road.
- Sunny Beach- the maintenance crew can do this road, and do along also right by the Wendigo Park they need to trim the trees.
- Romans Road-the maintenance crew can clean up.
- Alicia Place-brushing and chipping need to get bid out.
- Maintenance has 6 priorities: starting at one Schmidt, Pine Crest, Sunny Beach Road, Romans Road, Alicia Place, Metznerhuber Road. We will get bids for Wendigo Park Circle, Alicia Place tree removal, Wendigo Park Road, Nancy Drive stumps, Underwood Road for trees and stumps. We need to get a couple of bids to see where we can save money. The brush is starting to creep out on Norberg Road, and it could be done. We need to get some phone numbers to get the bids from other companies. Supervisor Haubrich will get the bids, and Supervisor Kelley will give him numbers.
- Procedures for communication between meetings, for the supervisors-
 - Chain to follow for inspections and emergencies.

- What is the procedure for vandalism? What is the chain of command? We are all equals, do we need to let the other supervisors know right away? It would be best that if you are in charge of whatever you decided to volunteer for you report that to the proper authorities if needed. We only meet 2 a month except for work sessions. The only time we are allowed for quorums, is road inspections, and emergencies. In the case of an emergency you call the meeting to order and someone has to take minutes, note who is there and what the emergency is. If there are any decisions made it needs to be in the minutes. Supervisor Schack was driving on Sunny Beach Road and noticed a person was standing in the road, it's where the culvert had sunk. The kid called 911, and three Supervisors showed up to get the plan done. Supervisor Haubrich got a call from the 911 dispatcher to go get it filled in, Supervisor Schack called the chairman Supervisor Kelley to see what the procedure is. The Supervisors with the help of Derrick filled in the hole, with class 5. It fell in on the 90 degree day and it was about 2 feet wide and the only one who would have hit it would have been a motorcycle. The tar is helping keep the water below. Glen thinks we need to hasten the replacement of the culvert. We really want to push to get it done in November.
- If you are out making inspections on the parks or boat landing and you see something, just a heads up to the chairman would be nice.
- If there is something to report let the clerk send out an email as an FYI. That way we all know about it. That would be in an emergency. If there is something in the inspection report, they hand the report over to Supervisor Haubrich and Supervisor Schack to get the maintenance crew to fix or look at it. The parks and cemetery and are cleaned and maintained by the employees and are supervised by Supervisors Haubrich and Schack. If you see a hazard like a tree in the road, call one of the maintenance workers directly to get it done ASAP. If you see something unsafe call the maintenance crew, and if it's something you see in the inspection please fill out a work order. If you notice on Claytons inspections, it shows she makes comments, and make sure you are positive and negative alike. A pat on the back is just as important. We will start adding those inspection reports in the packets. The landings look good and maybe we should put something in the file so we have it documented that the inspections are being done. If there is something that needs to be done contact both of the maintenance workers, so they both know. Discuss something at the P&D or work session and someone needs to be assigned the task. It is a good idea to be assigned things. Things should be stay on the agenda until it's done.
- If there is a work session they want the agenda beforehand.
- Motion to adjourn the meeting made by Supervisor Haubrich seconded by Supervisor Schack passed by all.

PLANNING & DEVELOPMENT MEETING

July 26, 2017 – 7:30pm

Minutes

Present were: Supervisors, Ken Haubrich, Peggy Clayton, Jim Kelley, Mike Schack, Clerk Cari Alleman, and Treasurer Becky Adams. Absent was Dennis Kortekaas. We had multiple residents present.

1. Pledge to the flag- reading of our mission statement

- ❖ Additions to the agenda under Roads, Wood Tick update, County outlook on roads, Old business: geo base, confirmation on zoning letter, Mike fire wise, MAT District meeting, Park inspections 6/22-7/13 parks and cemetery.

2. Business from the Floor

- ❖ Elementary Facilities Taskforce- Mindy Nearing spoke to the board. Handout Included in the minutes. Are they favoring a site: sports complex or by the hospital.
- ❖ Cyndy Martin- DFL ask if they can have the Caucusus here on February 6 at no charge, motion to approve the use by the DFL made by Supervisor Clayton seconded by Supervisor Haubrich passed by all.
- ❖ Rice Lake Construction Joe with rice lake construction is building a new business on parcel 19-005-1402. on property letter and support to re-zone the property to. 4 questions finding of fact included in the minutes as the board has to approve the re-zoning. Donlinger is building a new Ford Dealership, and is asking the board if they are still in favor of the new building. Joe had no other questions for the board. What is the plan for the 11 acres? 60 % of the area would be logged, but all ponds and run off would be in the back of the building. They have the plans for the sight, ready. They would like to start this year and hoping in the next two months to break ground, and have it done by next summer.
- ❖ Palawa Variance water accessory building, and garage, on Sunny Beach Addition. Both neighbors don't have a problem with the encroachment with their properties, the road is against his property line. No issues with the board. Will hopefully pour the floor this fall for the garage, if it goes in a timely manner, and the other next spring. Both will be done and completed by this time next summer. We will do the finding of facts tonight and we will have the paper work in to the county before the county meeting.
- ❖ Mrs. Myers is not in favor of the costs of the signs that is in the agenda tonight. Seems extravagant to do all the signs.

3. Consent Agenda

- ❖ Resolution 2017-009 motion to approve the consent agenda made by Supervisor Clayton Seconded by Supervisor Haubrich passed by all.

4. Roads

- ❖ Brushing- We did the priority list, and looked at which ones they should brush fist, Look at the list in the minutes. Talked to county foremen when he was out looking at roads; he was talking the guys who do the winter plowing, They asked a load of gravel to be put at the end of Robinson Road to help with the turn around. Driving around, any branch to the fog line should be 8 feet high. This and perfect time to go around and trim all those branches. Maybe take a drive one of the days to go take a look to see what needs to be done. They did mention one road they hate to plow; Alicia Spur. It is hard to turn the rigs around, if there is a way to not plow it the county would appreciate it.
- ❖ Wood tick update- in the same spot but are trying to move forward and they are working on a design to get the actual construction bid done on this. Still looking to get it done this in November.
- ❖ Quotes for road signs- we have a quote for 25 signs as we have about 25 entrances to the parks and cemetery. Have a couple of extra, in anticipation of a couple being taken done. A couple of the "do not drive on the grass" signs included in the bid. The supervisor who inspects the parks have notices the beer bottles at them. Motion to purchase the 25 sign and "don't drive grass" in the amount of \$525.27 from Newman's signs made by Supervisor

Haubrich seconded by Supervisor Schack passed by all. We want to make sure all the residents know of the ordinance so we can enforce it.

- ❖ Road signs- We are aware on what we have, we need to be aware if we need to be barricading a hazard or a tree in the road. Wither we make a purchase, or need to have the county or construction company to rent from or borrow would be needed. The Town Board would need to have access to them 24/7/365, at a moment's notice. We have the option to purchase them, and we don't have to buy them. The Board would like to do some research. We would like to have some so when the guys are out working they can put them in the road. If we close Nicholas again we need to have it properly signed. Motion to table to the regular meeting made by Supervisor Kelley seconded by Supervisor Haubrich, passed by all.

5. Recreation

- ❖ Update on Vandalism of Crystal Park- the skating skate front door needs to be replaced. The back of the building cement could be power washed. The maintenance crew was wondering if we have the stain to re-stain the back of the building. We should get a quote to replace the door only and one to replace both the door and siding. We should be able to pressure wash the cement to get it out. Our deductible is \$250 for the insurance, and a guesstimate to how much would be would be, around \$400 to get it all done. The one thing we can do, is if our maintenance crew to keep a work log so we can get reimbursed from the insurance company.
- ❖ Park and cemetery- included in the minutes. Last year we had a squeegee on the tennis court to keep the water off. The inspection reports will now be included with the P & D meeting agendas. Supervisor Kelley has been driving the gravel roads and they have been holding up really well this year. The last time they were graded was back in June when the dust control was put on. There are a couple of the pot holes started on a couple of the roads. They have been using the garbage can at the landing. The landings are also in good shape.

6. Town Hall Report

- ❖ Review town hall report as prepared by town hall caretaker, dated 7/11/17 needs a toilet seat and would like to replace it. Motion to have the toilet seat replaced made by Supervisor Clayton seconded by Supervisor Kelley, passed by all. Will have the maintenance crew replace the toilet seat. Clerk will change the answering machine. Motion to refund Shirley Cane. She had a benefit here and is several hundred dollars in the whole. She did the benefit to help out a friend, and refunding the small amount would be a good thing. Don't want to set a president to not change for the benefit, made by Supervisor Haubrich seconded by Supervisor Schack. The reason why: she did end up in the whole for a benefit. Her check was for \$75. WE will have to get the contact information for the renter. Passed by all. Motion to approve the town hall report made by Supervisor Haubrich seconded by Supervisor Clayton passed by all.

7. Maintenance Report: 6/1/17-6/30/17- no mowing of the ROW this week, because Dan is on vacation. Next week they will do as much as possible. Purchased the new blades and it is doing better, did get into the brush and doing what it is designed to do. Motion to approve the maintenance report, made by Supervisor Schack seconded by Supervisor Clayton passed by all.

8. Old Business

- ❖ Code Red update has placed information on the Facebook page and would be able to add the cell, home, email. Supervisor Clayton made contact with Jeff from the GIS and sent a file to Marilyn with the Sherriff department and hopefully be ready by the August 9th meeting. It would allow the chair to send out emergency notices to the residents of Harris Township.
- ❖ Door Town Hall- made 4 phone calls, we have two replies from contractors, we have received only one estimate. We have one from Peterson contracting for \$1300 to replace door and make the repairs. Would replace what is here now. Would like to table until the regular meeting. Motion to table to the regular meeting made by Supervisor Haubrich seconded by Supervisor Schack passed by all.
- ❖ "No Drinking" signs – covered in the above meeting minutes

- ❖ Approval of Postage for the newsletter- \$328.30 for postage for sending out the newsletter. They are being printed at Rapids Printing. Motion to send the newsletter made by Supervisor Clayton seconded by Supervisor Haubrich, passed by all.
- ❖ Peg Fees/Franchise fees- next meeting will be September 6...
- ❖ GEO Base, email and paper work are all taken care of. Supervisor Kelley received an email saying she hasn't received our paperwork and also to see if the county would do this for us. They are going up a level of government and asking the county to do it not us. It entails filling out a form if we have boundary changes. We have done it for this time around; it's for the 2020 census.

9. New Business

- ❖ Palawa Variance- Questions 1: Yes the applicant established the need for the variance. 2: Yes he has to have the variance with the 6 foot set back on the boarding properties, 3: Yes will not create a problem 4: Yes the set back is fine 5: Yes does fall within the HT Comp plan. Motion to approve the fining of fact made by Supervisor Kelley seconded by Supervisor Haubrich, passed by all.
- ❖ Rice Lake Construction application to amend zoning for Donlinger Ford dealership, motion to approve the amendment made by Supervisor Clayton seconded by Supervisor Schack, passed by all. It falls within the 2017 comp plan.
- ❖ Speed Limit Stoney Point Road- waiting for the locates for the signage. They have been ordered.
- ❖ MAT District 11 meeting- Aug. 23, the board is out as we have a P & D meeting that night. Notice for guests if they would like to attending. Clerk to see if we can get the legal binder.
- ❖ Same letter for the rezoning for the comp plan. The letters are good, they just need postage and cost to mail it out is \$30.38. Motion to approve the sending of the letters made by Supervisor Haubrich seconded by Supervisor Schack, passed by all.
- ❖ Firewise- paperwork needs to be to Supervisor Schack by the end of the month to get to Bill Brink. They don't have to have a pick up to be a part of this. Clearing your drive way and keeping track of your time so we can get funded for this again. It has to be marked and letting people know that is close to the end. It's a win-win situation.

10. Public Input

- ❖ Mr. Swenson if we are supposed to get a it's a form we are supposed to have. Totally different questions for zoning and variance. It is specific to the county not Harris township.
- ❖ We are going to write Shirley a check in the amount of \$75 and on check number 17611. Rapids Printing in the amount of \$328.30 and check number 17612. Motion to sign the checks made by Supervisor Haubrich seconded by Supervisor Schack passed by all.

11. Upcoming meetings/events

- ❖ Wed. Aug 9 Regular Meeting..... 7:30 pm Town Hall
- ❖ Mon. Aug 14 Itasca Association of Townships7:00 pm Blandin Foundation
- ❖ Wed. Aug 23 Planning and Development Meeting.....7:30 pm Town Hall

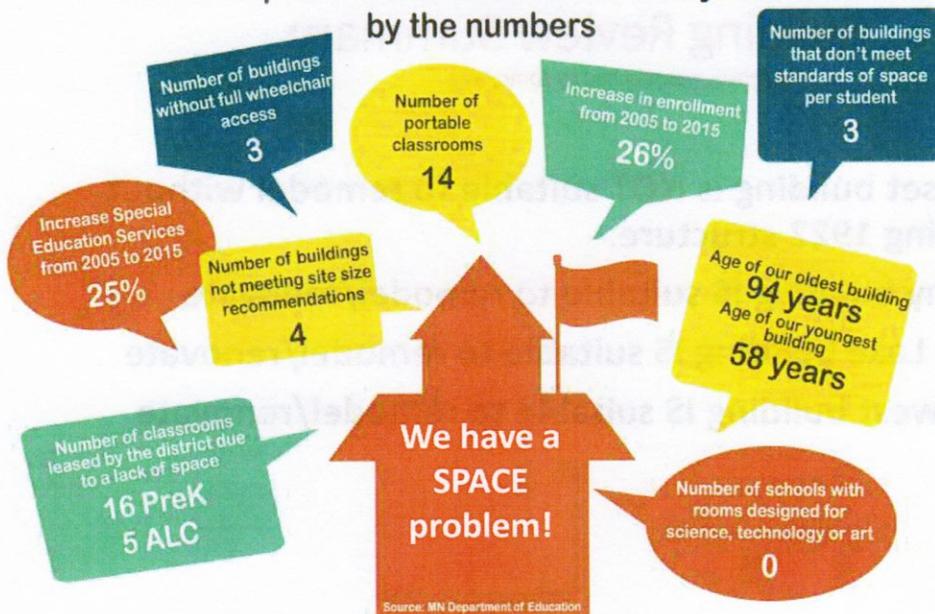
12. Adjourn motion to adjourn made by supervisor Haubrich seconded by Supervisor Schack passed by all.

We have a SPACE problem!

- The four Grand Rapids area Elementary schools were originally built for 44 sections of K-5 Students. They currently house 55 sections of K-4 and will house 56 sections of K-4 next year.
- The 5th grade was moved to the RJE Middle School overcrowding its space. It was designed for 33 sections and now has 45 sections in it.
- 14 portable/temporary classrooms are in use because the size of the lots of the elementary schools are currently too small to allow permanent buildouts.
- If we could build out, the Gym, Cafeteria, Library/Media areas and common spaces are too small as they were built to accommodate a much smaller student base.
- Spaces not intended for instructional use are being used because of necessity. Teaching methods are constrained and compromised.
- The space we have is not all ADA compliant. Making it conform to federal law is a real problem in Cohasset due to its design.
- Sufficient classrooms, proper breakout and meeting space, lockers, coatrooms and play space do not improve how students learn, but lack of this space impacts how teachers teach and ultimately how students learn.

The Elementary Facilities Taskforce (EFT) was formed to find solutions to our critical space problem

Grand Rapids and Cohasset elementary schools by the numbers



Areas that need consideration

- Costs: The 2015 Referendum was \$80M and deemed too expensive by many. Have we adequately considered costs in decision making?
- Neighborhood schools: Do they exist? Virtually no one allows their child to walk to school.
- Keeping a Community school in Cohasset. Population is not centered around school, should school be moved/eliminated?
- Grade banding or splitting elementary schools by K-2 and 3-5 grades? If no, this is a significant impediment to keeping existing schools and costs down.
- What size should any new school(s) be?
- If new schools are built where do they go?
- Pre-K services: Should the School District provide none mandated Pre-K services. Strong opinions on both sides of this question.

Building Review Summary

Consensus was reached by committee

- Cohasset building is **NOT** suitable to remodel without replacing 1922 structure.
- Murphy building **IS** suitable to remodel/renovate
- Forest Lake building **IS** suitable to remodel/renovate
- Southwest building **IS** suitable to remodel/renovate

Minnesota Department of Education GUIDE FOR PLANNING SCHOOL CONSTRUCTION PROJECTS IN MINNESOTA

**TABLE I
SCHOOL SITE SIZE GUIDELINES**

SCHOOL LEVEL	SITE SIZE
ELEMENTARY SCHOOL	10-15 ACRES +
K-8 OR MIDDLE LEVEL SCHOOL	25-35 ACRES +
K-12 SCHOOL OR SMALL HIGH SCHOOL	35-40 ACRES +
LARGE HIGH SCHOOL (>2,000 STUDENTS)	60 ACRES +
CAMPUS (TWO OR MORE SCHOOLS)	COMBINE SITE SIZES +
ALL SCHOOLS	<p style="text-align: center;">PLUS</p> ONE ADDITIONAL ACRE FOR EACH 100 STUDENTS OF ESTIMATED STUDENT ENROLLMENT AND COMMUNITY USE/PARTNERSHIP PROGRAM CAPACITY, INCLUDING POSSIBLE ADDITIONS

Existing School Sites vs MDE Guidelines



Murphy = 5.0 acres vs 14-19



Cohasset = 7.0 acres vs 13-18



Forest Lake = 5.7 acres vs 14-19



Southwest = 8.5 acres vs 14 -19



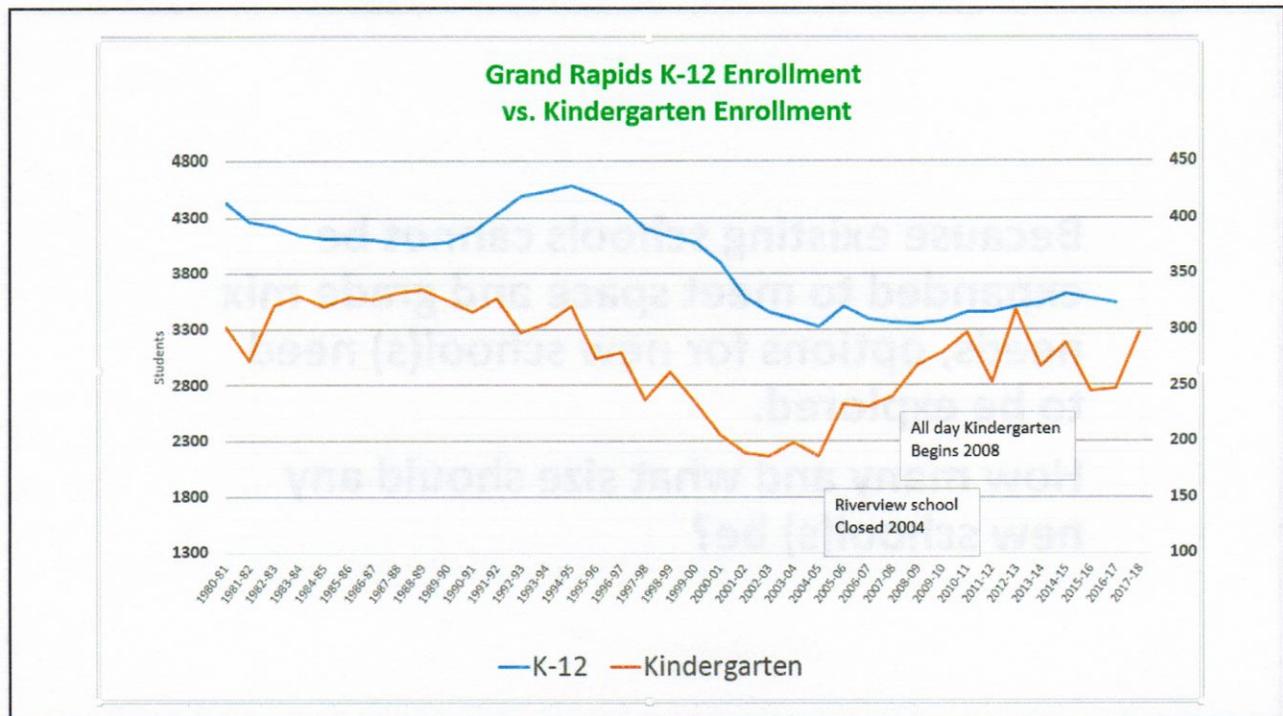


Estimated Property Acquisition costs for Existing Elementary Schools to meet Minimum MDE Standards

Forest Lake:	\$5,441,560 (36 properties)
Murphy:	\$4,382,280 (27 properties)
Southwest:	\$ 846,120 (City land, may be some swapping) (5 other properties)
Cohasset:	\$ 420,240 (3 properties)

(Info Provided by FI Salter Co.)

Cohasset site **CAN** be expanded to meet MDE Guidelines
 Murphy site **CANNOT** be expanded to meet MDE guidelines
 Forest Lake site **CANNOT** be expanded to meet MDE guidelines
 Southwest site **CAN** be expanded to meet MDE guidelines

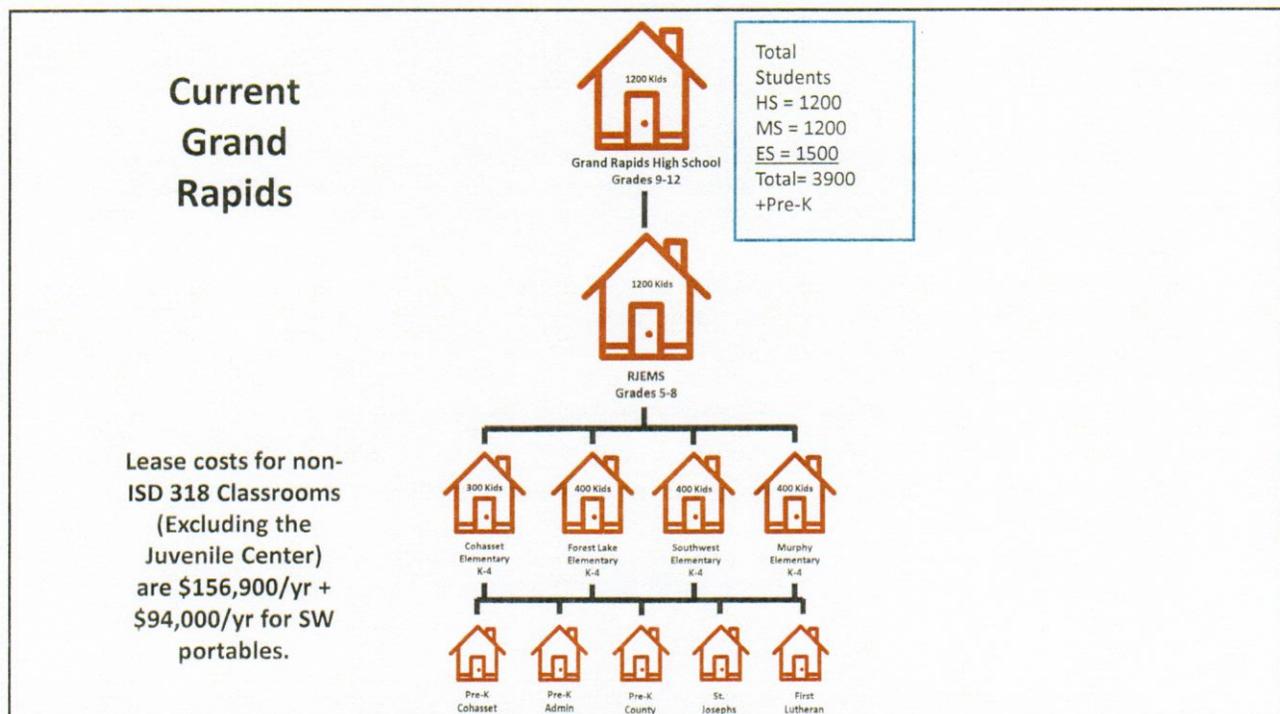


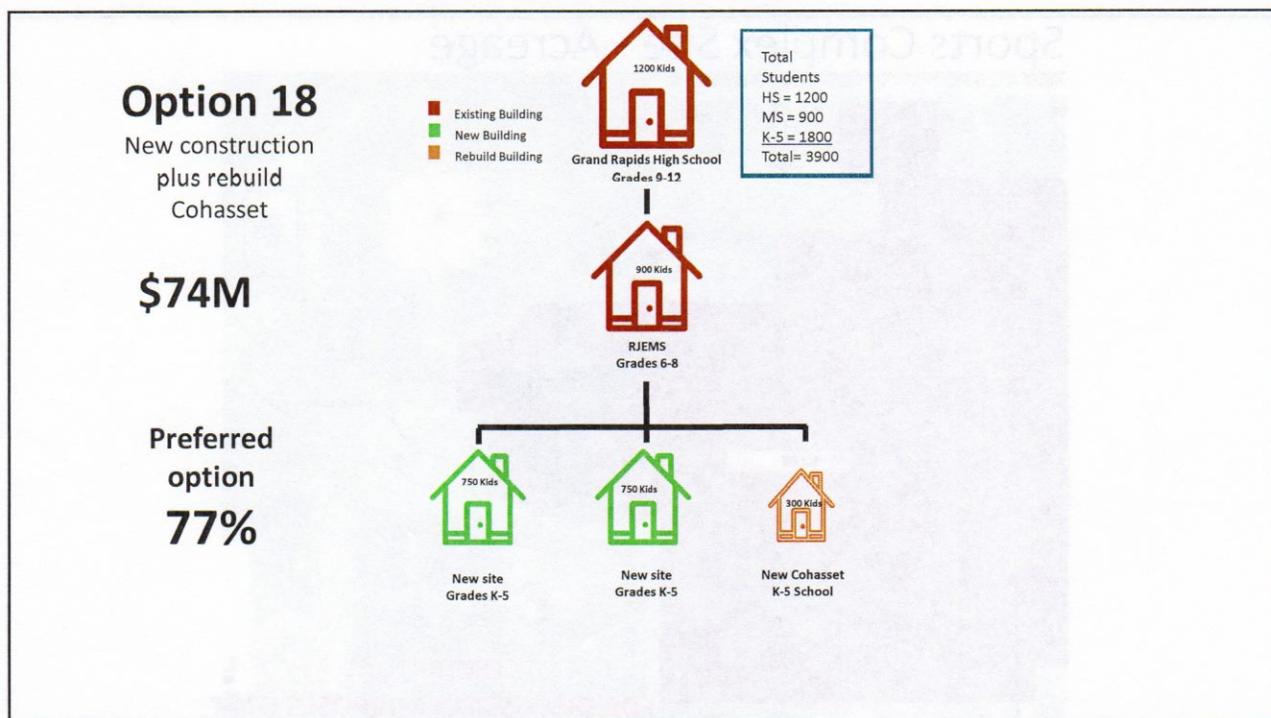
Determining what meets our needs

- Planning is for 12 sections of K-5 (72 sections with 300 students/class) based on recent county birth rates and projected class size. Schools were originally build for 44 sections of K-5. There were 65 sections of K-5 in 2016-17 and there will be 66 sections in 2017-2018.
- 20 different options were developed and reviewed
 - 1 option was to remodel the 4 existing schools
 - 5 Options were for new schools only
 - 14 options had combinations of remodeling and new construction
- More people were comfortable with 750 or 600 pupil schools than with 900. Good discussion was had on the merits and the costs of 2 vs 3 schools.
- Keeping a community school in Cohasset was seen as valuable by the majority of the committee.
- Replacement of the old middle school with new housing resulted in measurable increases in neighborhood housing value and increased the City's tax base.

Because existing schools cannot be expanded to meet space and grade mix needs, options for new school(s) need to be explored.

How many and what size should any new school(s) be?

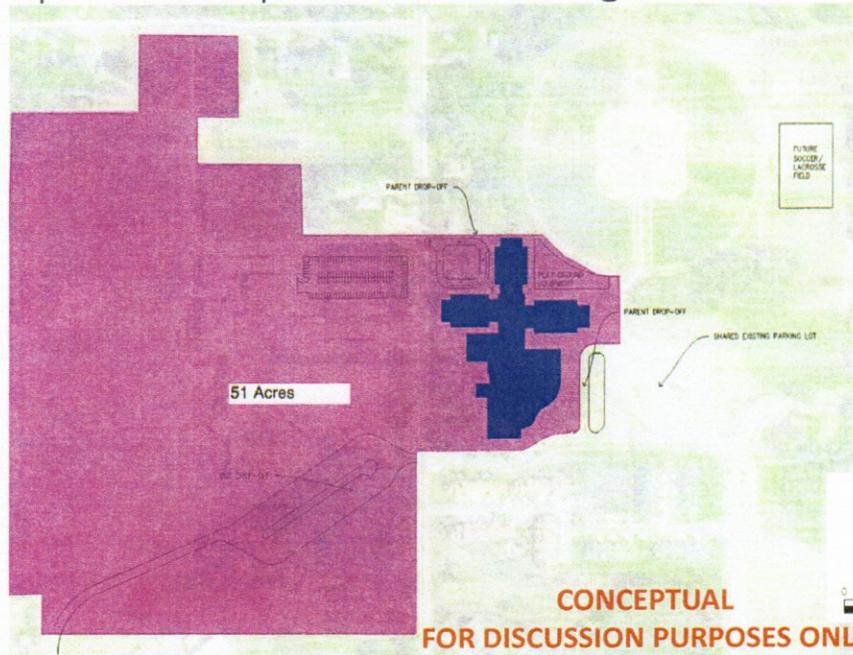




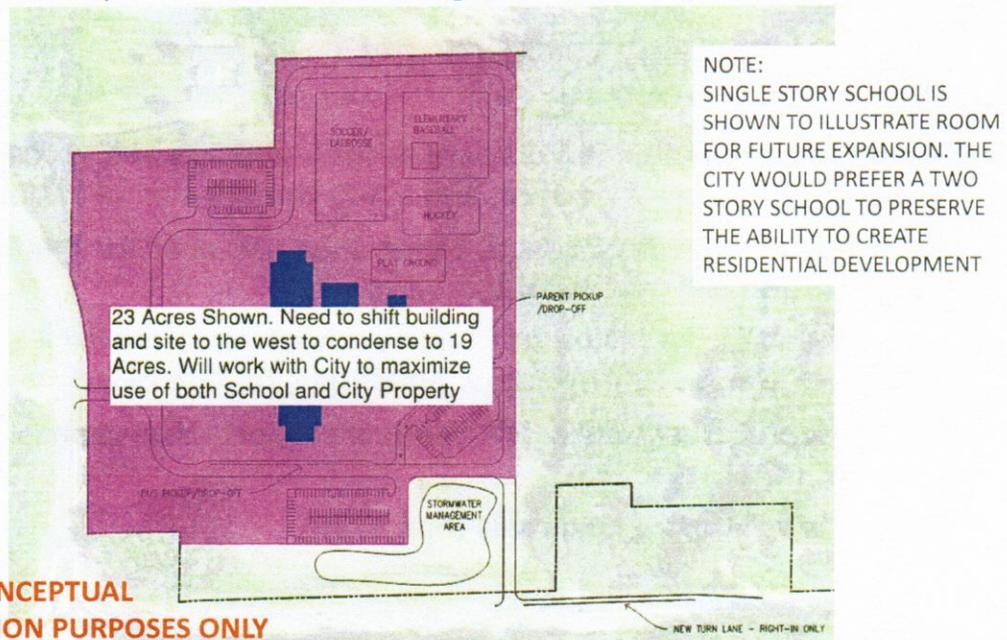
Determining what meets our needs

- Recommend two new 750 student schools with capability to expand to 900 in the future if needed, and a 300 student school in Cohasset.
- Recommend Southwest school be retained and used for mandated programs and elimination of leased space.
- Recommend further study of Murphy school use. Hold for 4 yr olds, repurpose, demo. \$20M+ if new building(s) for 4 yr olds
- Recommend Forest Lake and Riverview properties be redeveloped for housing.
- Recommend keeping costs less than \$70M

Sports Complex Site - Acreage



Hospital Site - Acreage

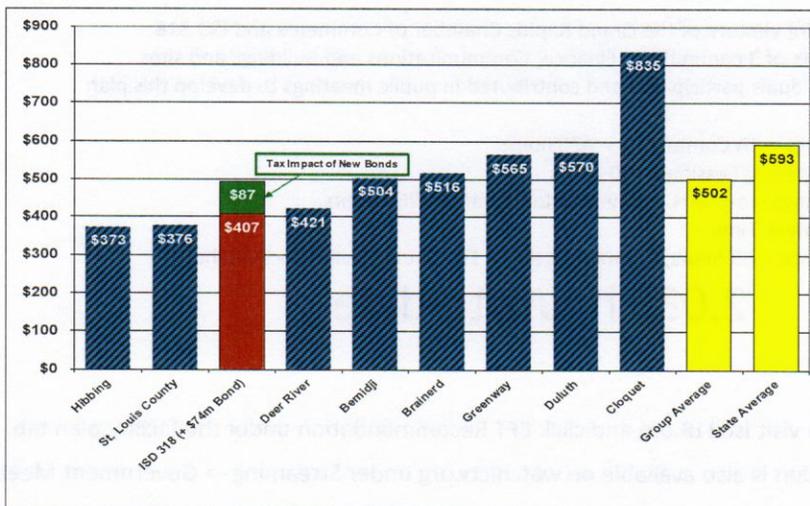


Additional Recommendations

- A priority needs to be placed on security and adequate parent drop-off and pick-up
- The bus transportation plan needs review with more weight given to time children are spending in transit. In part, this is what is driving high parent drop-off/pick-up rates.
- A process to bring teachers and fiscally conservative community members together to ensure buildings are adequately sized but not overbuilt is needed.
- Teachers/union should participate in re-alignment of teaching assignments.
- School Board should create a process for public input into determining new school boundaries.
- The EFT process was significantly impacted by current sites being inadequate based on MDE guidelines and few site options. Future projects need site options determined before starting.
- Inside and outside athletic spaces should be sized for community/multiple use.

ISD 318 – Comparison of Total School Taxes

Itasca County, ISD 318, Public Schools
Total School Property Taxes, Payable 2017, on a Home with an Estimated Market Value of \$150,000



Tax impact on a \$150,000 home is \$87 annually, or \$7.25 per month, compared with \$99 annually and \$8.28 per month in 2015

Source: Pay 17 School Tax Report

Why did last referendum fail? What we have heard

- ✓ Too much money
- ✓ How were the dollars to be used
- ✓ 900 student schools too large
- ✓ Cohasset losing community school
- ✓ No plan for sites
- ✓ Riverview history
- How would be teachers impacted? } The District to work on
- What are the new boundaries for kids? }
- Community didn't see need } Important for the School District to work on this. Communications and Outreach here to assist
- Lack of communication }
- Unanswered questions }
- Community doesn't see value in tax investment } The voters will decide

Thank you!! Questions?

The EFT is a joint venture of the Grand Rapids Chamber of Commerce and ISD 318
 The EFT consists of 3 committees, Finance, Communications and Buildings and sites
 Over 200 individuals participated and contributed in public meetings to develop this plan

Formal Meetings with Community – 420 hours
 Community Listening Sessions – 80 hours
 Steering Meetings (co-chairs, administration, board) – 260 hours
 Hours of Volunteer Time –

- Finance – 65 hours, Communication – 160 hours, Facilities - 1050 hours

2,035 hours to-date

For the full EFT presentation visit isd318.org and click EFT Recommendation under the facility plan tab.

A recording of the presentation is also available on watchictv.org under Streaming -> Government Meetings.

Road Brushing Inspections

Priorities

Schmidt Road
Pine Crest
Sunny Beach Road
Romans Road
Alicia Place
Metzenhuber Road

No Brushing needed at this time:

Sunny Beach Addition: No ROW
Bayview Place
Westleyan Drive

The top six will have brushing and some tree removal done by the maintenance crew.

Sending for bids:

Wendigo Park Circle: tree limbs removed, birch trees removed, pine on both sides of the road need to be cleaned and some removed, pines need to be removed by # 18717, trees by stop sign need to be removed

Alicia Place: trees

Wendigo Park Road: pines (to be removed by #18771 and #29304)

Nancy Drive: stumps

Underwood Road: Trees and stumps

----- **CEMETERY DEED** -----

Know all by these present: That the **Harris Township Cemetery** of Harris Township in the County of Itasca and State of Minnesota, in consideration of the sum of \$500.00 (Five Hundred) to them in hand paid by Stephen Arbour 31849 Sunny Beach Road Grand Rapids, MN 55744 hereby grant, bargain, sell and convey unto the said **Stephen Arbour**, their heirs, and assigns forever the following described piece of land for the burial of the dead, to-wit:

Section 3 (Three), Block 2 (Two), Lot 2 (Two), Site 5 & 6 & 1 & 2 (five & Six & One & Two)

situated in Harris Cemetery in the County of Itasca and State of Minnesota, according to the plat of said Cemetery on file in the Office of County Recorder in said County.

To have and to hold the same, subject to all the laws of the State, now and hereafter enacted for the management and regulation of Cemeteries, and also subject to all rules and by-laws of the said Harris township now and hereafter made, for the regulation of the affairs of the same or any part thereof.

It is hereby covenanted, that said hereby granted premises are free from all encumbrances, and that the title now conveyed is perfect, and that said Harris Township will warrant and defend the same to said grantee, their heirs and assigns forever.

In Testimony whereof the said Township has caused these presents to be executed in its behalf by its Chairman and Its Clerk, this 9 day of August, 2017

Signed, Sealed and Delivered in Presence of the Harris Township Board.

By _____ By _____, It's Chairman

By _____ By _____,

By _____ By _____, It's Clerk

STATE OF MINNESOTA)

) **SS**

COUNTY OF ITASCA)

On this _____ day of _____, A.D. 2017, before me appeared Dennis Kortekaas, Peggy Clayton, Jim Kelly, Ken Haubrich, Mike Schack and Cari Ann Alleman to me personally known, who, being by me duly sworn, they did say, that they are respectively the Supervisors and Clerk of the Town of Harris that the said instrument was signed and sealed in behalf of Harris township by authority of its Board of supervisors and they acknowledged said instrument to be the free act and deed of said Township.

Township Notary
My term is indeterminate



Building a Better World
for All of Us®

August 3, 2017

RE: Harris Township
Wood Tick Culvert
Design and Bidding Services
Proposal

Harris Township Board of Supervisors
20876 Wendigo Park Road
Grand Rapids, MN 55744

Dear Supervisors:

Thank you for the opportunity to provide this proposal for the engineering activities associated with the Wood Tick Culvert Replacement Project. From our discussions, SEH understands the project to include final design and bidding services for the improvements to the Wood Tick Culvert crossing Sunny Beach Road. The activities associated with the DNR permit are being completed under a separate proposal.

SEH Work Scope/Deliverables:

Task 1 – Final Design

The design will be completed for the culvert improvements. A summary of activities that will be completed are listed as follows:

- Complete additional field survey as needed
- Call in a Gopher State One Call for utilities
- Prepare electronic drawing
- Incorporate DNR permit requirements into design
- Prepare final construction plans
- Prepare bidding documents including the technical specifications
- Prepare quantities for the bidding process
- Review plans with Township prior to bidding
- Finalize plans with Township comments

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 21 NE 5th Street, Suite 200, Grand Rapids, MN 55744-2601

SEH is 100% employee-owned | sehinc.com | 218.322.4500 | 888.908.8166 fax

Task 2 – Bidding Services

The project would be bid in accordance with public bidding requirements. A summary of activities that will be completed are listed as follows:

- Compile final bidding documents
- Prepare advertisement for bids
- Answer questions during the bidding phase
- Coordinate the bid opening
- Prepare a recommendation to award and present to the Township
- Prepare the agreements between the Township and the Contractor
- Prepare the Notice to Proceed

SEH Fee:

SEH will provide the services for Task 1 and Task 2 as described in this letter proposal on an hourly basis with a not-to-exceed fee of \$9,500. Hourly rates will be at the previously approved rates. Construction services are not included with this fee and would be completed as needed on an hourly basis.

Invoicing will be based on work completed and will be processed monthly. The attached General Conditions dated Rev. 07.14.16 (*attached as Exhibit A*), shall govern for all services provided under this contract unless otherwise noted in this proposal.

Schedule:

SEH will have the activities presented in this proposal complete for bidding within 20 days after DNR permit approval has been received. Construction start-up is anticipated for late fall.

Summary:

If this proposal is acceptable, please execute this proposal and return to my attention. If you have questions on any of the activities or fee, please call me at 218-322-4516.

We look forward to working with you on this project.

Sincerely,
Short Elliott Hendrickson Inc.



Glen D. Hodgson, PE
Senior Project Engineer



Allie Jurvelin
Project Engineer

Accepted this _____ day of _____, 2017

By: _____
Authorized Client Signature

Printed Name and Title

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Cari Ann

From: harris township maint. n/a <harris-shop@hotmail.com>
Sent: Monday, July 24, 2017 9:31 AM
To: A; B; C; Jim Kelly; E; Cari Ann; Becky Adams
Subject: Warning sign and barricade quote
Attachments: Quotation.pdf; JACKJAW POST PULLER.pdf; FLS-SOLAR FLASHER.pdf; CHECKERS SOLAR BARRICADE LIGHTS.pdf; TRAFFIX-2200 SERIES SIGN STANDS.pdf; Traffix-TYPEIII PLASTIC 56000.pdf; Warning sign items list (quote list).docx

Good morning,
Attached is the quote from Newman Signs and also TAPCO for the warning signs, lights and barricades that we should look into purchasing. All of the prices on the quote from Newman Signs are for 1 item only. Whatever we decide on getting, we will have to add up the numbers accordingly. We are going to need at least 4 rollup stands, and 2 "be prepared to stop" and 2 "road work ahead" vinyl signs. As far as the other items, that can be discussed as to how much, of what item, we will need. The price quote from TAPCO is broken down into the price for a single item *and* for the quantity that we should need. The post puller is not a necessity, that is more of a wish list item. It would benefit us but, it is not needed right now.

Now, if any of this is confusing, please just let me know. Also, if you need to have it broken down more, I can do that as well.

**Thank you,
Derrick**

*Harris Township
Maintenance Crew*

The clerk made sure they were apples to apples. Changed the quantities to match both quotes. The quotes are labeled Q1 & Q2 for easy reference. both have totals.

From: sales 7 <sales7@newmansigns.com>
Sent: Thursday, July 20, 2017 11:34 AM
To: harris township maint. n/a
Subject: QUOTE-TQ-0027487

Attached is your quote and pictures for some of the products. Let me know if you have any questions. The Jack-Jaw puller would be a direct ship to you. The Solar flasher is what we keep in stock and the picture of the Type III barricade is the 56000.

Thank you,
Marcia

Christine Wahl - Sales Professional
Marcia Johnson - Sales Assistant
Newman Signs
P.O. Box 1728 | Jamestown, ND 58402
Phone: 800.437.9770 | Fax: 701.252.9213
www.newmansigns.com

Newman Signs

www.newmansigns.com

Newman Corporate | Newman Print | Fence | Newman Outdoor Advertising | Urban | Careers © 2008
Newman Signs • all rights reserved • Web Site Design & Development ...

Sales7@newmansigns.com

Q1

**** QUOTATION ****

Prices on quote are guaranteed for 30 days

Quote# : TQ-0027487
Ship Via :
Payment Terms : Net 30

Quote Date : 7/19/2017
Sales Rep : 54

Page# : X
Customer Number : HARI65
FOB :

NEWMAN SIGNS INC
PO Box 1728
Jamestown, ND 58402

Phone: 800-437-9770

Bill To:
HARRIS TOWNSHIP
20876 WENDIGDO PARK RD
GRAND RAPIDS, MN 55744

Ship To:
HARRIS TOWNSHIP
20876 WENDIGDO PARK RD
GRAND RAPIDS, MN 55744

Item #	Part/Description	Line Quantity	Unit Price	Extended Price
1	T-TYIIIPL96/PY3M-STN TYPE III BARRICADE-R-PLAS-W/STN	1.00 (2)	147.7400	\$147.74 (295.48)
2	T-TYIIIPL96/PY3L-STN TYPE III BARRICADE-L-PLAS-W/STN	1.00 (2)	147.7400	\$147.74 (295.48)
3	T-FLS-SOLAR FLASHERS SOLAR FOR TYPE A YELLOW	1.00 (6)	32.8400	\$32.84 (197.04)
4	T-STN-22000 SIGNSTAND ROLL-UP	1.00 (4)	93.6500	\$93.65 (374.60)
5	T-W3-436/**9C 36X36 - FACES - VINYL - B/O - RIBS INCLUDED BE PREPARED TO STOP	1.00 (2)	98.0400	\$98.04 (196.08)
6	T-W20-1-A36/**9C 36X36 - FACES - VINYL - B/O - RIBS INCLUDED RD WORK AHEAD	1.00 (2)	98.0400	\$98.04 (196.08)
7	T-R11-248/2N3A 48X30 - 0.080 - 2 POST STD PUNCH/RADIUS - HIP - B/W RD CLOSED	1.00 (2)	48.9300	\$48.93 (97.86)
8	T-W20-336/2F3C 36X36 - 0.080 - 2 POST STD PUNCH/STD RADIUS - HIP - B/O - 500 FT RD CLOSED	1.00 (2)	43.8000	\$43.80 (97.86)
9	FREIGHT FREIGHT	1.00	75.1000	\$75.10
10	ORDER # PART# LANGE ENTERPRISES - MODEL 300 - JACK-JAW PULLER FOR U-CHANNEL POSTS	1.00	534.8900	\$534.89
11	FREIGHT FREIGHT	1.00	20.0000	\$20.00

Tax may be charged where applicable.

total with amounts they want
\$2380.47



Eclipse Series of Solar LED Lights

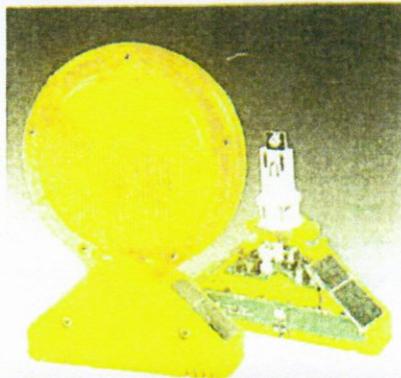
"Designed To Meet The Rigors Of The Traffic Control Industry"



Solar Eclipse B-Light



Solar Eclipse with 360° Dome



Solar Eclipse A/C Light with Circuit

** FLS-Solar*

Patented case features:

- Unique waffle design for maximum durability
- Cross-ribbing prevents case from migrating upon impact
- Case utilizes the most advanced UV inhibitors and impact modifiers
- Solar panels are inset in the case ensuring maximum protection upon impact
- Available case colors: yellow case is standard, custom colors upon request
- Optional raised letter case imprint

Battery features:

- Lithium iron phosphate batteries designed for 5-year life
- Completely "green" - no disposal issues

Circuit features:

- Patented circuit tracking system tracks sun from cell to cell
- Light is always charging—even when off
- High/low voltage cut-off to protect batteries
- Built-in "over-capacity" ensures light will operate regardless of the amount of available sunlight, temperature or season
- Standard 3-way switch

Additional features:

- Available lens colors: amber, red, blue, green, and clear

Represented by:

TraFFix® Portable Sign Stands

For Use With 36" and 48" Roll-Up Signs

Q1



T R A F F I X ® P O R T A B L E S I G N S T A N D S



22000

22000 SERIES

22000

22000-USH



22000-WEX

From left to right: TraFFix Stand, TraFFix Stand with 10" height extender and TraFFix Stand with Universal Sign Holder



The stand is compact, easy to carry and stores in small areas. All parts can be easily replaced. A complete parts list is included with each stand.

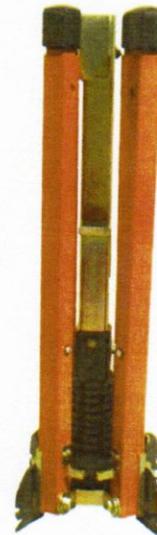
TraFFix Sign Stand with Unique Step-N-Drop® Legs

This highly advanced Step-n-Drop feature enables you to quickly set-up the stand without having to bend over or stoop down. Simply place your foot on the release lever, step down and two legs will drop into position. Repeat the process for the remaining two legs and you are ready for the sign.

22300 SERIES

TraFFix Single Spring Sign Stand

For those extra windy applications, TraFFix Devices offers the single spring sign stand. The stand has Step-n-Drop legs and all the other features and benefits listed above. The stand comes with the traditional latch bracket connector for plastic corner pockets, or the Universal Sign Holder which is ideal for sewn corner pockets and other manufacturers roll-up signs.



22300-USH



T R A F F I X ® S I G N S T A N D S

All steel construction with powder coated paint to resist rusting

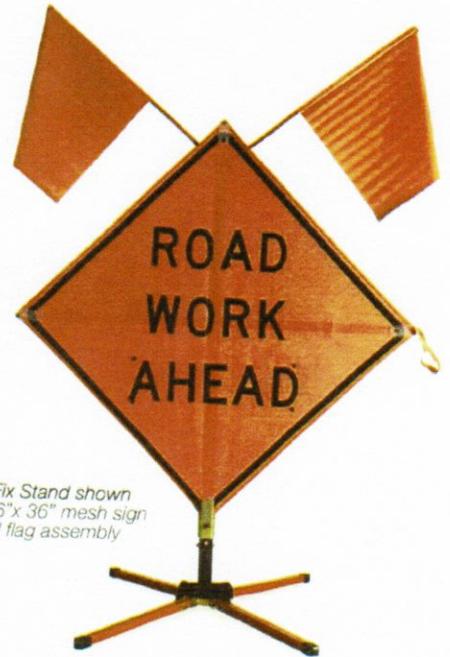
22000 SERIES



22012-USH
Universal Sign Holder allows any manufacturer's roll-up sign to be used with TrafFix Stand

The telescoping legs create a wider stance for added stability in high wind situations. Just pull legs out when needed, and return legs back to original position for storage. The stand can also be adjusted to 2 height levels, depending on your particular situation. Each leg can also be independently adjusted for greater stability on uneven terrain.

The special TrafFix 10" extender adapts to the stand for added height, or where maximum sign height is required without raising the legs.



TrafFix Stand shown with 36"x 36" mesh sign and flag assembly

The TrafFix Stand tip resistant design effectively spills the wind and holds a 36"x 36" or 48"x 48" roll-up sign securely without heavy springs or a bulky mast

Rigid Sign Adapter

This single spring adapter converts a TrafFix stand for roll-up signs into a stand that will accommodate a 36"x 36" rigid sign. Simply drop the custom latch bracket connector into the sign stand to lock in place.



22000-RSA

22700 SERIES



Aluminum Leg TrafFix Single Spring Sign Stand

This aluminum leg version of the TrafFix Sign Stand with Spring is ideal for those applications requiring lightweight portability with superior corrosion resistance. The telescoping legs provide stability in windy conditions.

22700
22700-USH



Ground Mount Stand

This economical stand is ideal for short duration jobs. Simply drive the pointed metal end of the stand into the ground by stepping on the horizontal side bars. Holds 36" or 48" roll-up signs firmly in place.

22000-GMS



Traffix Type III Barricades

Q1

TYPE III BARRICADE



56000 SERIES

Economy Type III Barricade with Phoenix plastic rails, provides low cost Type III solution with rolled steel uprights and feet. Choose the Phoenix Rails in lengths of 4', 6', 8', 10' and 12'.

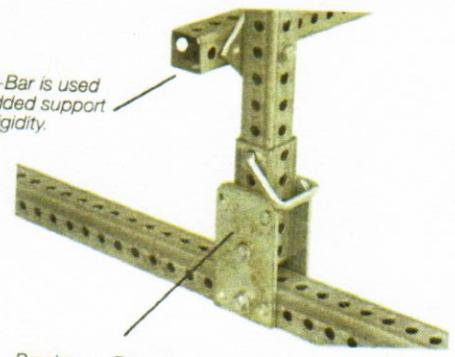


Complete Type III Barricade can be assembled and disassembled in a matter of minutes by one person.



52000 SERIES

A Tie-Bar is used for added support and rigidity.



Breakaway Base yields to impacting vehicles. Easily detachable feet allow for efficient transportation, assembly and storage.

Traffix Breakaway Type III Barricade utilizes the all-plastic Phoenix Rail and uses uni-strut Telespar tubing with breakaway base, bracket and detachable feet.

Q2



Type III Barricade with Plastic Boards

Barricade, Type III, EG, 1"x8"x10', Plastic Brds 1-Side, Right, Org/Wht, TelesparUpright, AngleIronFt

SKU: [373-04258](#)

Each:
\$214.50

Quantity: 2

Price:
\$429.00



Type III Barricade with Plastic Boards

Barricade, Type III, EGP, 1"x8"x10', Plastic Brds, 1 Side Left, Org/Wht, Telespar Upright, AngleIronFt

SKU: [373-04251](#)

Each:
\$214.50

Quantity: 2

Price:
\$429.00



TAPCO Solar LED Barricade Light

Q2

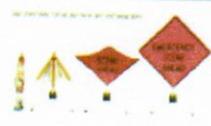
Individual TAPCO Solar LED Barricade Light, Amber 3 Way Switch, On/Off, Steady Burn, Flash, w/wrench

SKU: [5785469](#)

Each:
\$32.95

Quantity: 6

Price:
\$197.70



Compact TrafficMaster® 3612 Flexing Roll-Up Sign Stand

Windmaster Compact Sign Stand, 3612 DLK for use with Compact Roll-up Signs

SKU: [908-03612](#)

Each:
\$175.00

Quantity: 4

Price:
\$700.00



Roll-up Signface BE PREPARED TO STOP Sign

Sign, Roll-up, 36" Orange Reflexite, Compact Model Be Prepared To Stop, Crossbracing Included

SKU: [101151](#)

Each:
\$139.95

Quantity: 2

Price:
\$279.90

02



Roll-up Signface ROAD WORK AHEAD Sign

Sign, Roll-Up, 36" Orange Reflexite, Compact Model Road Work Ahead, Crossbracing Included

SKU: [101217](#)

Each:

\$139.95

Quantity: 2

Price:

\$279.90



ROAD CLOSED Sign R11-2

R11-2, 48"x30" EGP, Road Closed (Fed Spec)

SKU: [373-00304](#)

Each:

\$104.50

Quantity: 4

Price:

\$418.00



JackJaw® Sign Post Puller

JackJaw Sign Post Extractor for use with U-channel posts removal

SKU: [101432](#)

Each:

\$525.00

Quantity:

Price:

\$525.00

Total \$ 3258.50



SOLAR BARRICADE LIGHTS

Often imitated but never duplicated

FEATURES

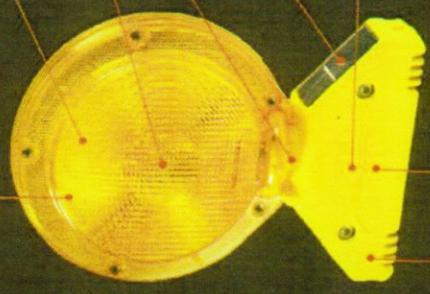
- Most durable & efficient barricade light on the market
- Solar technology eliminates the need to replace batteries
- Patented design allows lens to be turned 360 degrees continuously without handling or breaking wires
- Rapidly recharges in 1 hour, lasting up to 2 weeks with no sunlight
- Efficient LED optic lens produces 30% more light output

AID™ SOLAR BARRICADE LIGHTS are the most durable solar powered barricade lights on the market today. Our lights feature the industry's brightest LED, which produces 30% more light output when compared to competitive brands. Using solar technology eliminates the need to spend time and money stocking and replacing batteries. Our Patented Case & circuitry feature is designed to withstand the harshest conditions experienced in traffic safety, construction, and other industrial applications. Available with one-sided, two-sided, or 360° visibility, AID™ SOLAR BARRICADE LIGHTS are rated at operating temperatures ranging from -50° F to 140° F (-50° C to 60° C). Built with a battery that can last up to 5 years without maintenance, a heavy-duty UV stabilized polycarbonate lens, and durable polypropylene case that can withstand high impact and drive overs. These patented lights dramatically decrease maintenance and replacement costs.

PRODUCES 30% MORE LIGHT OUTPUT THAN COMPETITIVE BRANDS!

ADVANTAGES OF AID™ SOLAR BARRICADE LIGHTS

- UV stabilized polycarbonate lens withstands high impact and pressure
- Our original LED optic lens design set the standard for the industry as it allows for 30% more efficient light output when compared to competitive brands
- 360° LED internal light source increases visibility
- New coated LED light source allows lens to be turned 360° continuously without handling or breaking wires
- Light recharges in 1 hour and lasts up to 2 weeks with no sunlight
- LifePO4 battery is included and can last up to five years before replacement is needed
- Personalize your lights by molding your company logo into this area
- Patented case structure made from polypropylene, which withstands all types of impact and extreme weather conditions



Dedicated to saving lives and protecting assets

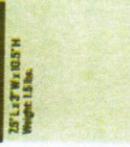
SOLAR BARRICADE LIGHTS

TYPE A/C (One or Two-Sided Visibility)

- Light intensity is up to 4 effective candles
- 3-Way Operation: Steady On, Flashing, or Off
- Easy operation of light and automatically turns off during daylight to extend battery life
- Extended battery life of up to 5 years in steady mode

MODEL	DESCRIPTION
BS-AC-01**	One-Sided Visibility with white back, same, Type AC with 1.25" D Ball
BS-AC-02**	Two-Sided Visibility, Same, Type AC with 2.25" D Ball
BS-AC-03**	One-Sided Visibility with white back, same, Type AC with 1.25" D Ball
BS-AC-04**	One-Sided Visibility with white back, same, Type AC with 2.25" D Ball

**Specify case color and lens color after model number:
Case Color/Lens Color
CASE COLORS: Y = Yellow (Custom case colors available)
LENS COLORS: A = Amber, B = Blue, C = Clear, E = Green, R = Red
LifePO4 solar rechargeable batteries included



- Light intensity is up to 2 effective candles
- 3-Way Operation: Steady On, Flashing, or Off
- Easy operation of light and automatically turns off during daylight to extend battery life
- Extended battery life of up to 5 years in steady mode

MODEL	DESCRIPTION
BS-B-01**	Same, Type B with 1.25" D Ball
BS-B-02**	Same, Type B with 2.25" D Ball
BS-B-03**	Same, Type B with Magnetic Base (the choice has 1.5" (3.81 cm) ball) (same)

**Specify case color and lens color after model number:
Case Color/Lens Color
CASE COLORS: Y = Yellow (Custom case colors available)
LENS COLORS: A = Amber, B = Blue, C = Clear, E = Green, R = Red
LifePO4 solar rechargeable batteries included

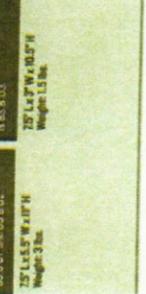


TYPE B (One-Sided Visibility)

- Light intensity is up to 35 effective candles
- 2-Way Operation: Flashing, or Off only
- Operates 24 hours a day, and uses 50% of night to extend battery life
- Extended battery life of up to 5 years in steady mode

MODEL	DESCRIPTION
BS-B-01**	Same, Type B with 1.25" D Ball
BS-B-02**	Same, Type B with 2.25" D Ball
BS-B-03**	Same, Type B with 3.5" D Ball
BS-B-04**	Detachable base, Same, Type B, mounting hardware not included
BS-REMOTE	Weathered, infrared remote allows light to be remotely turned on or off up to 500 feet away, and case control case or multiple units

(NOTE: This remote is pre-programmed to this individual light and functions in concert with pre-programmed remotes.)
**Specify case color and lens color after model number: Case Color/Lens Color
CASE COLORS: Y = Yellow (Custom case colors available)
LENS COLORS: A = Amber, B = Blue, C = Clear, E = Green, R = Red
LifePO4 solar rechargeable batteries included



Detachable Base Option
1.25" L x 1.25" W x 4.5" H

The New Force in Sign Post Pulling!



300300 for U pickets

Pulls Sign Posts Straight Out!

- Fast, easy, safe sign post pulling
- Lightweight, powerful, all steel construction
- Grips tightly on sign post, no slipping, no back strain
- 16 to 1 mechanical advantage, 100lbs push down on handle = 1600lbs pull up on sign post
- Portable, quick one man pulling of remote (off road) signs
- JackJaw® 300 pulls U pickets and T posts and grounding rods
- JackJaw® 304 pulls square sign posts (2" - 2-1/4")
- JackJaw® 305 pulls round sched. 40 steel posts (2-3/8" dia.)



300304 for square posts

Increase Efficiency and Reduce Costs with JackJaw Post Extractors!

"We love it. Anybody can use the JackJaw® to pull sign posts. It is so easy to use! It saves us sending a piece of equipment and two men across town. With the JackJaw® Extractor, one man in a pickup truck can do the job!"

Bill Guhn, Street Department Foreman
City of Fremont, Fremont, Ohio

Stromberg Construction LLC

41372 Little Clara Drive
Derr River, Mn 56636

Estimate

Date	Estimate #
7/28/2017	23

Name / Address
Harris Town Hall. Grand Rapids, Mn 55744

			Project
Description	Qty	Rate	Total
Remove existing door, nails & debris from opening area & prep for new. Install a new Bayer Built insulated steel entry door with silicone under sill & spray around jamb area. Remove existing hardware from old door & install on new door. Install new Schalage deadbolt keyed alike to match existing doors. Install new interior trim fasten to jamb . Clean entire site & haul all debris to landfill. MATERIAL & LABOR COST FOR PROJECT.		1,370.00	1,370.00
Thank you for giving us the opportunity to bid on your project		Total	\$1,370.00





1100 Pokegama Avenue South

Grand Rapids MN, 55744

MN Lic.# 20635290

PROPOSAL / CONTRACT

Name: Harris Township

Address: 20876 Wendigo Park Rd. Grand Rapids, MN 55744

Phone: 218-327-1351

It is hereby proposed by Peterson Contracting of Grand Rapids, MN to furnish the materials and perform the labor necessary for the completion of the following: @ 21998 Airport Rd. (Harris Town Hall)

- Remove and dispose of north door saving and reusing closer and push bar
- Supply and install new out swing steel entry door and install old closer and push bar
- Does not include permit

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of dollars (\$1,300) with payment to be made as follows: due upon completion.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work.

Respectfully submitted by: Jeffrey W. Peterson via email 7-14-2017

NOTE: This proposal may be withdrawn by Peterson Contracting of Grand Rapids, MN if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. Peterson Contracting of Grand Rapids, MN is authorized to do the work as specified. Payment will be made as outlined above.

Signed: _____

Date: _____